AMENDMENT TO MEMORANDUM OF AGREEMENT
between

UNITED STATES ARMY CORPS OF ENGINEERS
Saint Paul District
180 Fifth Street East, Suite 700
Saint Paul, MN 55101
and

MINNESOTA DEPARTMENT OF TRANSPORTATION
395 John Ireland Blvd
Saint Paul, MN 55155

RELATIVE TO
PRIORITY PROJECT REVIEW UNDER
SECTION 404 OF THE CLEAN WATER ACT
and
SECTION 10 OF THE RIVERS AND HARBORS ACT OF 1899

For the Federal Fiscal Years 2015 through 2016
(1 October 2014 - 30 September 2016)

THIS AMENDMENT is entered into between the U.S. Army Corps of Engineers, St. Paul District (Corps) and the Minnesota Department of Transportation (MnDOT) (collectively "the Parties").

WITNESSETH, THAT:

WHEREAS: Section 214 of the Water Resources Development Act (WRDA) of 2000 (Public Law 106-54), as amended, allows the Secretary of the Army to accept funds from non-federal public entities in order to expedite the regulatory permit evaluation process; and

WHEREAS: On January 7, 2015, the Parties entered into a Memorandum of Agreement Relative to Priority Project Review under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899 (Agreement), in part under the authority of Section 214 of WRDA 2000; and

WHEREAS: The Agreement is to expire on September 30, 2016; and

WHEREAS: The authority of Section 214 of the WRDA 2000 was made permanent by Section 1006 of the Water Resources Reform and Development Act of 2014 (Public Law 113-121); and

WHEREAS: By memorandum of 3 August 2015, the Chief of Engineers, U.S. Army Corps of Engineers, delegated his authority to accept and expend funds contributed by non-federal public entities to expedite the evaluation of permits under the jurisdiction of the Department of the Army to district and division commanders; and

WHEREAS: On September 2, 2016, Headquarters, U.S. Army Corps of Engineers (HQ USACE) published implementing guidance for Section 214 of WRDA 2000 and Section 1006 of WRRDA 2014; and

WHEREAS: The Parties desire to extend the Agreement and ensure it is consistent with the HQ USACE implementing guidance;

NOW THEREFORE: The Parties agree by to amend the Agreement as follows:

1. In the title of the Agreement "For the Federal Fiscal Years 2015 through 2016 (1 October 2014 - 30 September 2016)" is replaced with "For the Federal Fiscal Years 2015 through 2021 (1 October 2014 - 30 September 2021)".

2. In paragraph 1.A.1, "$400,000.00" is replaced with "$1,400,000", and "September 30th, 2016", is replaced with "September 30th, 2021".

3. In Section IV.A, delete ",unless the decision-maker is the Commander, St. Paul District".

4. In Section V.B, "September 30, 2016" is replaced with "September 30, 2021".

5. Section V.G, is modified to state "This Agreement may be extended beyond September 30, 2021 by the mutual written agreement of the Parties."

6. In Section VI.A, "Tamera E. Cameron" is replaced with "Chad S. Konickson", "tamara.e.cameron@usace.army.mil" is replaced with chad.konickson@usace.army.mil", and "651-290-5197" is replaced with "651-290-5364".

7. All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, which shall become effective upon the date of the last signature hereto.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and § 16C.05.

Signed: R Hang

Date: 8-1-16

SWIFT Purchase Order No. 87609

SWIFT Contract No. 3000311857

Minnesota Department of Transportation

By: Nancy Daubenberger
(with delegated authority)

Title: Engineering Services Division Director

Date: 8/1/2016

Minnesota Department of Administration

By: [signature]

Date: 08/11/2016

47417

Samuel L. Calkins
Colonel, Corps of Engineers
District Engineer

Date: 2 Sep 16

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RELATIVE TO
PRIORITY PROJECT REVIEW UNDER
SECTION 404 OF THE CLEAN WATER ACT
and
SECTION 10 OF THE RIVERS AND HARBORS ACT OF 1899

For the Federal Fiscal Years 2015 through 2016
(1 October 2014 – 30 September 2016)

PREAMBLE: This Memorandum of Agreement (Agreement) between the Minnesota Department of Transportation (MnDOT) and the U.S. Army Corps of Engineers, St. Paul District (Corps) (collectively "the Parties") sets forth the responsibilities of the signatory agencies (Parties) relative to priority review of highway projects. For the purpose of this Agreement, MnDOT includes MnDOT State Aid for Local Transportation (MnDOT SALT). The goal of this Agreement is to achieve timely design and implementation of adequate, safe and economical highway improvements while also assuring such design and implementation is sensitive to the protection of Waters of the United States, as that term is referred to in the Clean Water Act. The purpose of this Agreement shall be to streamline project delivery through sound environmental stewardship, and the Parties shall work proactively to enhance each agency's ability to realize its mission through open communication and teamwork.

A. WHEREAS, many of these projects include activities that fall within the jurisdiction of the Corps under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899;

B. WHEREAS, timely review of MnDOT projects under these statutes is critical to MnDOT's ability to advertise these projects so as to meet scheduled dates for obligating federal and non-federal funding, statewide Transportation Improvement Program targets and the accelerated programs described above;

C. WHEREAS, the Corps is unable, within current staff resource constraints, to provide expedited evaluation of permits under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899 for transportation projects, and MnDOT-funded Corps dedicated staffing will assist MnDOT in meeting its milestones for bid advertisement and help avoid unanticipated costs and delays to MnDOT projects;

D. WHEREAS, the Parties have determined that it will be mutually beneficial and serve to increase efficiencies within each agency to supplement Corps staffing above existing levels;

E. WHEREAS, the Parties have determined that the agreed upon supplemental staffing above existing levels will provide expedited review of highway construction projects contemplated or under design by MnDOT;

F. WHEREAS, MnDOT and the Corps have certified that MnDOT has sufficient work associated with the processing of Department of the Army permits to fully employ one employee for the life of this Agreement.

G. WHEREAS, MnDOT is willing to fund the Corps for supplemental staffing to provide these functions;

H. WHEREAS, Section 214 of the Water Resources Development Act (WRDA) of 2000 (Public Law 106-54), as amended, allows the Secretary of the Army to accept funds from non-federal public entities in order to expedite the regulatory permit evaluation process;

I. WHEREAS, the Corps Chief of Engineers by memorandum dated October 1, 2008, entitled, "Implementation Guidance for Section 2002 of the Water Resources Act of 2007", authorized District and Division Engineers to accept and expend funds contributed by non-federal entities to expedite the evaluation of permits subject to the limitations described in the implementation guidance, including the District Engineer's approval of said agreements and additional standards the District must comply with to ensure impartial decision making;

J. WHEREAS, Minnesota Statutes Section 174.02 grants MnDOT the authority to enter into agreements with other governmental entities for cooperative programs that promote efficiencies in providing governmental services;

K. WHEREAS, Minnesota Statutes Section 161.36 permits MnDOT to cooperate with the government of the United States in the construction, improvement, enhancement, or maintenance of transportation in Minnesota and permits MnDOT to comply with the laws and regulations of the United States for the expenditure of federal moneys; and

L. WHEREAS, the Parties anticipate that this Agreement and funding transfer will be able to demonstrate an improvement in performance.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties concur with the following responsibilities and terms.

I. Agency Responsibilities

A. MnDOT

1. MnDOT shall fund one (1) full-time employee meeting the Professional Standards described in Attachment C, which is incorporated into this Agreement by reference. The costs of funding the Corps employee shall include all salary-related costs assessed by Corps. The total funds needed for these services will not exceed $400,000.00, with the agreement expiring on September 30th, 2016.

2. MnDOT shall, for each state fiscal year (July 1 through June 30), provide advance State payment to the Corps for the costs contemplated by this Agreement, as listed below. The total obligation is based on an estimate of the combined total annual funds for each fiscal year under this Agreement. Based on the anticipated execution date of the Agreement, it is estimated that total annual funds needed for these services will not exceed $100,000 in state fiscal year 2015 (pro-rated for the period January 2015 through June 2015). See attachment B, which is attached and incorporated into this Agreement.

   The annual estimated and actual costs include:

   a. Salary and benefits (including paid Federal holidays) for one (1) full-time employee (meeting the Professional standards described in Attachment C), adjusted annually to cover appropriate cost of living and performance-based salary increases within the employee's pay grade under the General Schedule pay scale. Additional positions and subsequent funding, subject to an encumbrance as required by Minnesota State law, may be added under this Agreement if all parties to the agreement find that the workload warrants additional Corps personnel.

   b. Actual burdened overhead rate for the Corps, including:
      i. Effective Rate
      ii. Departmental Overhead Rate
      iii. General Administrative Rate
      iv. Other, as appropriate

   c. Credit hours, compensatory and overtime labor compensation, training, travel, and per diem at Federal Government rates, as needed to support the expedited review contemplated by the Agreement.

3. Within 30 days of receiving an invoice from the Corps for state fiscal year 2015, and subject to an encumbrance as required by Minnesota State law, MnDOT shall transmit an advance payment equal to the funds needed to support the services

contemplated by this Agreement for state fiscal year 2015 (July 1, 2014 through June 30, 2015) as estimated in Attachment B, or an amount prorated based on number of months remaining in state fiscal year 2015.

4. Payments covered by this agreement for state fiscal years following state fiscal year 2015 shall be made within 30 days of receiving an invoice from the Corps for the estimated annual costs for that state fiscal year. If this Agreement is expected to expire prior to the end of a state fiscal year, that state fiscal year payment will be prorated based on the number of months the Agreement is expected to be in effect.

5. If this Agreement is modified to provide for additional services from the Corps not provided by this Agreement, payment shall be made for the estimated costs for those additional services within 30 days of receiving an invoice from the Corps.

6. If notified by the Corps that additional funds are needed (because actual costs exceed the amount of funds provided by MnDOT under this Agreement), MnDOT shall either provide the additional funds to the Corps, subject to an encumbrance as required by Minnesota State law, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct the termination of the Agreement pursuant to Section V.

7. MnDOT shall review quarterly Corps submittals of actual account of expenditures. MnDOT shall request a meeting to clarify the account of expenditures within thirty (30) calendar days of receipt if MnDOT disagrees with the Corps submittals. In the event of a disagreement over the account of expenditures, MnDOT pledges to negotiate in good faith towards a reconciliation of the disputed amount.

8. On a quarterly basis and as needed, MnDOT and MnDOT SALT shall establish a priority listing of projects for the Corps which will guide the Corps supplemental staff efforts in the expedited review process.

9. Within 60 days following the last signature on this Agreement, MnDOT and MnDOT SALT shall provide the Corps with a one-year-out project planning list that will be updated and submitted at least quarterly. The list shall provide project title, location, type of project, status (funding, planning, design, permitting, etc.), and, if known, anticipated contract advertisement, award, and construction dates.

10. On a quarterly basis, MnDOT will meet with the Corps to evaluate work performed under this agreement.

11. When a Corps permit is needed, MnDOT shall prepare and submit to the Corps a completed permit application and drawings as required by Corps regulations set forth at 33 CFR 325, general permits, letters of permission (LOP), and St. Paul District policy. MnDOT shall provide all information necessary for Corps evaluation of permit applications, delineations of aquatic resources, and jurisdictional determinations.

B. Corps

1. The Corps shall supplement its existing staff, which currently evaluate MnDOT and other permit applications and participate as a commenting agency on planning and environmental studies on a routine basis, by hiring one, or dedicating one existing, professional employee meeting the Professional Standards for Supplemental Staff in Attachment C, and use the funds provided by MnDOT under this Agreement to pay the costs of this individual's salary, associated benefits, and actual burdened overhead rate; any needed training that is specific to and exclusively in support of MnDOT permitting actions; and reimbursable travel expenses in accordance with the Federal Travel Regulations, 41 C.F.R. Chapter 301.

2. Within 30 days of the last signature on this Agreement, the Corps will invoice MnDOT for the funds needed to support the services contemplated by this Agreement for state fiscal year 2015 (July 1, 2014 through June 30, 2015) as estimated in Attachment B, or an amount prorated based on number of months remaining in state fiscal year 2015. Upon receipt of initial advance MnDOT payment, the Corps shall fill the supplemental position as expeditiously as possible to support work contemplated by this Agreement.

3. The Corps shall promptly notify MnDOT of the amount of additional funds needed if the Corps forecasts its actual costs will exceed the amount of funds provided by MnDOT under this Agreement (see paragraph I.A.6).

4. The supplemental staff provided for under this Agreement shall serve as the Corps Project Manager for the priority projects identified by MnDOT in accordance with this Agreement and shall be dedicated full-time to work on those projects. The Parties intend that this Agreement will provide funding for one full-time equivalent position. The Parties agree that any hiring pursuant to this Agreement shall at all times conform to the applicable Federal rules, regulations, orders and approvals, including procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with the Americans with Disabilities Act, anti-solicitation, information, auditing, and reporting provisions. The Corps shall notify MnDOT prior to making any staff changes in supplemental staff hired pursuant to this Agreement.

5. The Corps shall ensure that the supplemental employee keeps a bi-weekly time record. These records shall account for 100 percent of the time worked by said supplemental staff, including any time spent on work not covered by this Agreement. In addition, the Corps shall keep accurate accounting records of all receipts and disbursements of all funds received pursuant to this Agreement and produce such records and reports for examination on a quarterly basis by MnDOT and shall permit extracts and copies to be made by MnDOT. Records will be made

available by the Corps within 45 days of the end of the fiscal quarter. The Corps shall keep records substantiating hours and costs billed pursuant to this Agreement for a period of at least three (3) years.

6. Funds contributed by MnDOT hereunder shall be expended on the salary and overhead of the Corps Project Manager. Funds will not be expended for review of the Corps Project Manager's work by his/her supervisors, or other Corps staff, in the decision-making chain of command.

7. The Corps shall convene quarterly meetings with MnDOT to establish priorities and evaluate activities performed under this Agreement.

8. In the event of disagreement over statements of expenditure, the Corps shall negotiate in good faith towards reconciliation of the disputed amount. The Corps shall continue the expedited review of priority transportation construction projects throughout negotiations as long as current advance State payment is sufficient to cover costs of expedited review. The Corps will credit MnDOT for any amount determined to be an overstatement of Corps expenses. Any funds advanced to the Corps by MnDOT in excess of the actual costs incurred in a billing period shall apply toward the Corps expenses in the following billing period, or be returned to MnDOT at the termination of this Agreement.

9. At least 60 days prior to the beginning of state fiscal years subsequent to 2015, the Corps shall update the Cost Estimate at Attachment B for each state fiscal year or portion thereof covered by this Agreement. At least 15 days prior to the beginning of state fiscal years subsequent to 2015, the Corps shall invoice MnDOT for the funds needed to support the services contemplated by this Agreement for the upcoming state fiscal year.

II. SCOPE

Duties of the supplemental employee shall be limited to those necessary to expedite the evaluation of permits for MnDOT priority transportation construction projects identified pursuant to this Agreement. Activities may include, but not be limited to, the following:

A. Attend site visits, pre-application coordination meetings and preliminary engineering reviews (as travel budget and workload allow),

B. Perform or review delineations of aquatic resources and prepare jurisdictional determinations,

C. Participate in interagency scoping meetings and NEPA/Section 404 merger

meetings,

D. Comment on project alternatives and mitigation plans, review and comment on biological assessments,

E. Evaluate permit applications and prepare draft decisions,

F. Inform MnDOT if project evaluation may exceed standard processing times due to, but not limited to, issues such as required (Federal) Endangered Species Act consultation, coordination of Section 106 of the National Historic Preservation Act, required on-site delineation reviews (during the growing season), jurisdictional determinations that are elevated, Section 404(b)(1) Guidelines compliance, controversial public interest factors, litigation, etc.

G. Develop and implement programs to increase efficiency of transportation project permit processing for MnDOT priority transportation construction projects identified pursuant to this Agreement, such as wetland mitigation banks, in-lieu fee mitigation agreements, regulatory training of MnDOT personnel and consultants, and regional general permits.

H. Provide advice and guidance to MnDOT on ways to avoid and minimize impacts from MnDOT priority transportation construction projects identified pursuant to this Agreement to achieve better environmental outcomes and to reduce permit processing timeframes and potential delays; this includes suggestions to qualify for more streamlined permits,

I. Provide monthly reporting of employee's time as required by this Agreement,

J. Prepare for, attend, and participate in meetings required or authorized by this Agreement.

K. Evaluate and provide feedback on the following:

1. quality of work submitted to the Corps for review and approval;
2. MnDOT staff knowledge of Corps regulations, rules, and permit requirements; and,
3. professional conduct related to communication and coordination.

III. PERFORMANCE MEASURES

A. Performance measures are indicators of performance pertaining to achievement of the goals of this Agreement. Performance measure results can be used to determine the effectiveness of the Agreement, which will help all Parties to understand, manage, and allow for modification of the Agreement, as necessary. Detailed Performance Measures are described in Attachment A, which is incorporated into

this Agreement by reference.

B. Results for performance measures, either positive or negative, should be considered as opportunities to examine the processes that generated them, to capitalize on successes and identify ways to implement the Agreement more effectively. Quantitative results for any particular measure are likely to require careful analysis before drawing firm conclusions, as they may be influenced by a complex mix of MnDOT, Corps, and other actions and circumstances.

C. The performance measures listed in Attachment A (along with specific performance targets) are fluid and likely to be revised based on collaborative evaluation by the Parties. The initial focus is on quantitative measures where data are readily available, such as process times for MnDOT deliverables and completeness of MnDOT applications. Measures that address the goals of this Agreement such as communication, coordination, and negotiation, are not addressed quantitatively in this Agreement. They will, however, be addressed and documented qualitatively during regular meetings.

IV. IMPARTIAL DECISIONMAKING.

Impartial Decision-Making. It is understood and agreed that in order to ensure that the acceptance and expenditure of funds will not impact impartial decision making with respect to permit review and final permit decision, either substantively or procedurally, the Corps will comply with the following standards, as mandated by Headquarters, U.S. Army Corps of Engineers.

A. In cases where funds provided to the Corps by MnDOT are used, all final permit decisions, including all reporting general permit verifications, must be reviewed and signed by at least one level above the decision-maker, unless the decision-maker is the Commander, St. Paul District.

B. All documents involved in the decision-making process (e.g. decision document and permit instrument, if applicable) must be reviewed and signed by the one-level-above reviewer as defined above.

C. All jurisdictional determinations made on projects where funds provided to the Corps by MnDOT are used must have documentation that a Corps regulator not funded by MnDOT-provided funds has reviewed and agreed with the determination (e.g., peer review). This review does not need to be a field review.

D. All final permit decisions, including all reporting general permit verifications, for cases where funds provided to the Corps by MnDOT are used will be made available and updated monthly on the Corps web page in an area separate from any other final actions, clearly identifiable as being for projects funded by and through this Agreement.

E. Any procedures or decisions that would otherwise be required for a specific type of project or permit under consideration cannot be eliminated; however, process improvements that are developed can be shared in order for all members of the regulated public to benefit.

F. The Corps must comply with all applicable laws, regulations, and policies.

G. Funds provided to the Corps by MnDOT will not be used for enforcement or compliance activities.

V. AMENDMENT, MODIFICATION AND TERMINATION

A. This Agreement may be modified or amended only in writing and by the mutual agreement of the Parties.

B. The duration of this Agreement is from the date of signature of the last Party to sign this Agreement through September 30, 2016, unless extended or terminated as provided below.

C. A Party may terminate this Agreement by providing written notice to the Principal Representative of the other Party at the addresses provided in VI.A below. Such termination shall be effective ninety (90) calendar days following receipt of notice. In the event of termination, MnDOT shall continue to be responsible for all costs incurred by the Corps under this Agreement prior to the date of such termination.

D. This Agreement may be terminated by either Party thirty (30) days from receipt of written notice to the Parties' Principal Representative if the Party requesting termination has demonstrated that the other Party has not substantially fulfilled the responsibilities and terms of the Agreement after being provided with written notice identifying the alleged failure and sixty (60) days to remedy the situation.

E. This Agreement shall terminate without action of the Parties when all funds provided to the Corps by MnDOT have been expended and not replenished pursuant to I.A above.

F. Within sixty (60) days after termination, the Corps shall conduct an accounting to determine the actual costs of the work performed pursuant to this Agreement. Within thirty (30) days of completion of this accounting, the Corps shall return to MnDOT any funds advanced in excess of the actual costs.

G. This Agreement may be extended beyond September 30, 2016, by the mutual written agreement of the Parties to the extent such extension is authorized by future amendments of Section 214 of the Water Resources Development Act of 2000 (Public Law 106-54) or by other legal authority.

VI. GENERAL TERMS

A. To provide for consistent and effective communication between MnDOT and the Corps, each Party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this Agreement.

For the purposes of this Agreement, MnDOT's Principal Representative shall be:

Lynn Clarkowski
Chief Environmental officer
Minnesota Department of Transportation
395 John Ireland Blvd, MS 620
St Paul, MN 55155
Tel: 651.366.3602
Email: lynn.clarkowski@state.mn.us

For the purposes of this Agreement, the Principal Representative for the Corps shall be:

Tamara E. Cameron
Chief, Regulatory Branch
St. Paul District, US Army Corps of Engineers
ATTN: CEMVP-OP-R
180 East 5th Street, Suite 700
St. Paul, Minnesota 55101
Tel: (651) 290-5197
Fax: (651)290-5330
Email: tamara.e.cameron@usace.army.mil

If a Party changes its Principal Representative, it shall provide written notice to the other Party.

B. Any notice required by the Agreement to or between the Parties shall be in writing and sent to the Principal Representative by certified mail or recognized overnight courier with proof of delivery.

C. The Corps shall identify the supplemental staff operating under this Agreement and notify MnDOT prior to making relevant staff changes. Any notices of staff changes shall be accompanied by documentation demonstrating continued compliance with the Professional Standards of this Agreement.

D. The Parties agree that, in the event of a dispute between the Parties regarding implementation of this Agreement (excluding any specific permit application/decisions) MnDOT and the Corps shall use their best efforts to

expeditiously resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

E. This Agreement and attachment constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind a Party unless in writing and signed by each Party and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

F. This Agreement does not preclude the Parties from entering other inter-agency agreements relative to their respective roles and responsibilities; however, any other agreements entered into should not contradict or otherwise undermine the intent of this Agreement.

G. The provisions of this Agreement shall be binding upon the Parties. This Agreement supersedes all prior negotiations and understandings between the Parties relating to the subject matter hereof. This agreement does not affect the validity or modify the terms of the agreement between the Corps, MnDOT and the Federal Highway Administration that was executed on April 24, 2014.

H. Public Information

1. In general, MnDOT is responsible for dissemination of public information regarding its proposed undertakings. Each Party shall make their best efforts to give the other Party advance notice before making any public statement regarding the expedited review contemplated, undertaken, or completed pursuant to this Agreement.

2. In undertaking its evaluation of permit actions pursuant to this Agreement under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899, the Corps is acting in its sovereign and proprietary capacities and not as a contractor, agent, employee or servant of MnDOT or the state of Minnesota. The evaluations and work product generated and maintained by the Corps, its officers, agents, employees and contractors in expediting evaluations of MnDOT projects pursuant to this Agreement or Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899 is within the exclusive jurisdiction of the United States Government acting under federal law and is not subject to examination, review, or release by the Corps under the Minnesota Data Practices Act or any other provision of state law.

IN WITNESS WHEREFOR, the Parties hereto execute this Agreement to the last date written below.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: R Hanay

Date: 1-6-15

SWIFT Purchase Order No. 87609

SWIFT Contract No. 3000222010

Minnesota Department of Transportation

By: Ann Sabor
(With delegated authority)

Title: Asst Division Director

Date: 1/7/15

Minnesota Department of Administration

By:

Date: Jan 7, 2015

Daniel C. Koprowski
Colonel, Corps of Engineers
District Engineer

Date 2/4/2015

ATTACHMENT A

Performance Measures

PM #	Performance Measure	Performance Target
1	Corps Applications deemed complete on submittal *(% of all MnDOT applications that are complete upon submittal)*	Improvement over 2012-2013 baseline
2	Determine completeness of applications *(average number of days between receipt of a MnDOT application and the date the Corps evaluates completeness)*	Maintain pre-2013 level of performance*
3	Render decisions on Individual Permits within 120 days of receiving a complete application *(% of all MnDOT IP applications that are finalized in 120 days or less)*	Maintain pre-2013 level of performance*
4	Render decisions on Permit Modifications (that do not require a Public Notice or consultation) within 30 days of receiving a complete application *(% of MnDOT Permit Mod requests that are finalized in 30 days or less)*	Maintain pre-2013 level of performance*
5	Render decisions on General Permits within 60 days of receiving a complete application *(% of MnDOT GP applications that are finalized in 60 days or less)*	Maintain pre-2013 level of performance*

Performance Measure Notes:

PM1: This measure pertains to whether permit applications submitted to the Corps by MnDOT are complete when they are first submitted. This information is recorded in the Corps database. The comparison baseline will be federal fiscal years 2012-2013. Also see Memorandum of Agreement, paragraph I.A.12.

PM2: This measure pertains to how quickly the Corps determines if a permit application submitted by MnDOT is complete and, if incomplete, requests additional information from MnDOT. This information is recorded in the Corps database. The comparison performance level will be federal fiscal years 2011-2012.

PM3: This measure pertains to the time is takes the Corps to render a decision on Individual Permits (Letters of Permission and Standard Permits).** This information is recorded in the Corps database. The comparison performance level will be federal fiscal years 2011-2012.

PM4: This measure pertains to the time it takes the Corps to render a decision on Permit Modifications.** This information is recorded in the Corps database. The comparison performance level will be federal fiscal years 2011-2012.

PM5: This measure pertains to the time is takes the Corps to render a decision on General Permit verifications.** This information is recorded in the Corps database. The comparison performance level will be federal fiscal years 2011-2012.

* Due to significant staff reductions during 2013, performance levels for timeliness have decreased and are expected to remain at a similar level unless staff levels increase. However, it is expected that dedicating supplemental staff to MnDOT projects pursuant to this Agreement will reverse the decline in performance, such that pre-2013 performance levels will be met or possibly exceeded.

**These measures do not include actions that require formal consultation pursuant to the Endangered Species Act, actions that require a Memorandum of Agreement or Programmatic Agreement resulting from consultation pursuant to the National Historic Preservation Act, or actions that require Tribal consultation.

ATTACHMENT B

Cost Estimate for
State FY 15

Labor (approximately $78,545[A], assuming a GS-12-3)	
Fully burdened rate/salary[B]	$ 178,215
Effective Rate.....63%	
Departmental Overhead Rate.....23.3%	
General Administrative Rate.....15.9%	
+ 1.0% award +/- (if applicable)	$ 1,782
Overtime	$ 2,000
Total Estimated Labor	$ 181,997
Training	$ 2,000
Travel (for visiting project sites)	$ 5,000
Computer/supplies/materials (to be supplied by the Corps)	$ 0
ESTIMATED TOTAL COST TO SUPPORT ONE FTE:	$ 188,997

FTE = Full-time equivalent position.

Total will be adjusted annually to account for cost of living adjustment and performance-based salary increases. Changes to the burdened overhead rate will change periodically and will be reflected in timekeeping and billing records.

[A]This is the direct labor cost.

[B]Fully burdened rate/salary consists of direct labor plus actual burdened overhead rate. Actual burdened overhead rate consists of: effective rate, departmental overhead rate, general administrative overhead rate, and other. Overhead rates may change periodically. Rates shown are those in effect at time Agreement was executed.

ATTACHMENT C

Professional Standards for Supplemental Staff

One (1) specialist with experience and/or education in engineering, biology, natural resources, or other related environmental science. Working knowledge of Section 404 of the (Federal) Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, the National Environmental Policy Act, the (Federal) Endangered Species Act, the National Historic Preservation Act, and the Joint Federal Manual for the Identification and Delineation of Wetlands is essential. In addition, the ability to travel, occasionally overnight, is mandatory. This employee will be qualified to be paid under the General Schedule pay scale.