

STAFF SUMMARY SHEET

SUSPENSE DATE OF BASIC CORRESPONDENCE **ASAP**

	ROUTING	INIT	DATE	EXECUTIVE OFFICE COMMENTS
X	DE			revised, looks good - Alex
X	DD	MFB	9 Feb 05	
X	EA	gao	9 Feb 05	

SUBJECT: Hamilton PCA Amendment

PURPOSE INFORMATION APPROVAL
 SIGNATURE INITIALS

DISCUSSION: Enclosed please find the Hamilton PCA Amendment as signed by the local sponsor. The Hamilton PCA amendment has been approved by the ASA for Civil works and signing authority has been delegated to the District Commander. Signing the PCA amendment will allow the District to accept local sponsor funds in advance of matching federal funds and will prevent disruptions in the flow of work due to funding stream imbalances on the Federal side.

The PCA amendment has been certified for legal sufficiency by District Counsel and is ready for DE signature. The PCA package being submitted for signature is included along with the Office of Counsel Legal certification as well as the letter from ASA CW delegating signature authority to the District.

RECOMMENDATIONS:

Signature

COORDINATION (Non-concurrences must be explained on a separate sheet of paper).

TC	CONCUR/		DATE IN		TO	CONCUR/		DATE IN	
	NONCONCUR		DATE OUT	INIT		NONCONCUR		DATE OUT	INIT
Merry Goodenough	Concur		2/8/05						
Lynne Galal	CONCUR		2/9/05	MG					
Arijs Rakstins	Concur		8 Feb 05	JG					
			8 Feb 05						
			2/9/05	ar					
			2/9/05						

PREPARING OFFICIAL (Name, Office Symbol and Phone Number)

BRANCH CHIEF'S INITIALS

J. Kinberger CESPAN-PM-CB (415) 977-8773



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, US ARMY CORPS OF ENGINEERS
333 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94105-2197

CERTIFICATE OF LEGAL REVIEW

The Draft Amendment Number 1 to the Project Cooperation Agreement for the Hamilton Wetland Restoration Project, dated December 10, 2004, has been fully reviewed and has been found to be legally sufficient by the San Francisco District, Office of Counsel.

Date: 12/14/04


Merry Goodenough
District Counsel



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
CIVIL WORKS
108 ARMY PENTAGON
WASHINGTON DC 20310-0108



REPLY TO
ATTENTION OF

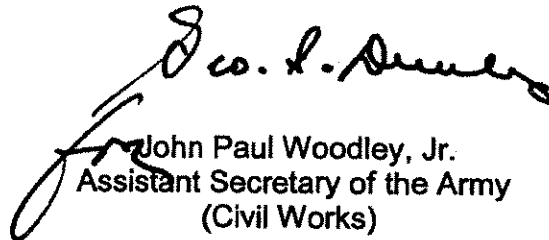
21 JAN 2005

MEMORANDUM FOR THE DIRECTOR OF CIVIL WORKS

SUBJECT: Project Cooperation Agreement Amendment for Construction of the
Hamilton Wetlands Restoration Project, California

This responds to Ms. Garvin's memorandum dated January 11, 2005, requesting approval of subject draft amendment. The draft amendment is approved.

Authority to sign the final amendment on behalf of the Department of the Army is hereby delegated to the district commander.


John Paul Woodley, Jr.
Assistant Secretary of the Army
(Civil Works)

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)



CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
01-160	1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
 State Coastal Conservancy
CONTRACTOR'S NAME
 United States Department of the Army
- The term of this Agreement is May 9, 2002 through project completion
- The maximum amount of this Agreement after this amendment is: \$14,648,406
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 See attached Amendment Number 1.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
United States Department of the Army		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
	9 Feb 05	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Philip T. Feir, DE, San Francisco District, U.S. Army Corps of Engineers		
<small>ADDRESS</small>		
333 Market St San Francisco, Ca 94105		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
State Coastal Conservancy		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
	2/7/05	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Samuel Schuchat, Executive officer		
<small>ADDRESS</small>		
1330 Broadway, Suite 1100, Oakland CA 94612		
		<input type="checkbox"/> Exempt per:

AMENDMENT NUMBER 1
TO THE
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF CALIFORNIA
FOR CONSTRUCTION OF
THE HAMILTON WETLANDS RESTORATION PROJECT

THIS AMENDMENT is entered into this _____ day of February, 2005, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and the State of California, acting by and through the State Coastal Conservancy (hereinafter the "Non-Federal Sponsor"), represented by its Executive Officer.

WITNESSETH, THAT:

WHEREAS, Section 101(b)(3) of the Water Resources Development Act of 1999, Public Law 106-53, authorized the Secretary of the Army to implement the Hamilton Wetlands Restoration Project (hereinafter referred to as the "Project") at the Hamilton Army Airfield and adjacent properties, City of Novato, Marin County, California;

WHEREAS, Section 101(b)(3) authorized the Project to be constructed substantially in accordance with an authorized report of the Chief of Engineers which specified that the cost sharing would be consistent with the principles established in Section 204 of the Water Resources Development Act of 1992, as amended, 33 U.S.C. 2326, pertaining to the beneficial uses of dredged material;

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement on April 22, 2001 (hereinafter referred to as the "Agreement") for construction of the Project;

WHEREAS, the Civil Functions Appropriations Act, approved July 19, 1937, as amended, 33 U.S.C. 701h, authorizes the Secretary of the Army to receive from states and political subdivisions, contributions of funds to be expended in connection with funds appropriated by the United States for any authorized flood control or environmental restoration work whenever such work and expenditure may be considered by the Secretary as advantageous in the public interest;

WHEREAS, the Non-Federal Sponsor proposes to accelerate its provision of funds to the Government in an amount not to exceed the current estimate of the Non-Federal Sponsor's required cash contribution for the Project, less any funds previously contributed, for the immediate use by the Government for construction of the Project;

WHEREAS, the parties agree that such acceptance shall not represent or give rise to an obligation of the United States, including any obligation to provide reimbursement of the funds the Non-Federal Sponsor elects to provide or any obligation to request future funds to match the amount the Non-Federal Sponsor elects to provide, and that such funds will be credited against the Non-Federal Sponsor's future cost share only if additional Federal funds are appropriated.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree that the Agreement is hereby amended in the following particulars but in no others:

1. **ARTICLE II – OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR**

Article II is amended by adding the following paragraphs at the end thereof:

"M. The Non-Federal Sponsor may offer in writing to accelerate a portion or all of its required cash contribution pursuant to Article II. D. of this Agreement during the period of construction for immediate use by the Government. This offer shall be limited to an amount that does not exceed the most current estimate of the total of the Non-Federal Sponsor's required cash contribution pursuant to Article II. D. of this Agreement, as determined by the Government in coordination with the Non-Federal Sponsor, less any funds previously contributed by the Non-Federal Sponsor. Upon receipt of such offer or offers, the Government, subject to receiving such approvals and concurrences as customarily are required to accept such funds, may accept the funds, or such portion thereof as the Government determines to be necessary to meet the costs of construction of the Project. If the Government elects to accept such funds, it shall notify the Non-Federal Sponsor of such acceptance in a writing that sets forth any applicable terms and conditions. In the event of a conflict between this Agreement and any such writing, this Agreement shall control. Such funds shall be used by the Government for construction of the Project.

N. As Federal appropriations are made available to pay the Federal share of construction of the Project, the Government shall afford credit for funds provided during the period of construction in accordance with Article II.M. of this Agreement. The Government shall credit this amount, provided during the period of construction, toward the Non-Federal Sponsor's cash contribution required by Article II. D. of this Agreement. If after the final accounting at the end of the period of construction, it is determined that the Non-Federal Sponsor has provided funds in excess of its required cash contribution pursuant to Article II.D. of this Agreement, the Government shall proceed in accordance with Article VI.D.2. of this Agreement to determine whether a refund is applicable. However, if in the event of a final accounting due to termination

pursuant to Article XV. C. of this Agreement prior to the end of the period of construction, it is determined that the Non-Federal Sponsor has provided funds in excess of its required cash contribution pursuant to Article II.D. of this Agreement, the Government shall not reimburse the Non-Federal Sponsor for any such excess funds, except that any such excess funds which have not been obligated by the Government on the Project shall be refunded to the Non-Federal Sponsor, subject to the availability of funds."

2. ARTICLE VI – METHOD OF PAYMENT

a. The second sentence of Article VI.A., is amended by inserting the phrase: "of the credit to be afforded in accordance with Article II.N. of this Agreement," after "of the non-Federal proportionate share," and before "and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year."

b. The first sentence of Article VI.B.2. is amended by inserting the phrase: "after consideration of any credit afforded pursuant to Article II.N. of this Agreement," after "of implementation," and before "the Government."

c. Article VI.B.3. is amended by adding at the end thereof: "; and (c) to the extent of funds accepted in accordance with Article II.M. of this Agreement, any other financial obligations for construction in excess of the non-Federal proportionate share as they are incurred during the period of construction."

d. Article VI.B.4. is amended by adding a comma after "the Government" in the first line and inserting the phrase: "after consideration of any credit afforded pursuant to Article II. N. of this Agreement," before "determines that additional funds will be needed from the Non-Federal Sponsor."

e. The first sentence of Article VI.D.2. is amended by adding the following phrase after the word "complete" at the end thereof: ", except that, if the final accounting results from termination pursuant to Article XV.C. of this Agreement, the amount of excess contribution that was provided in accordance with Article II.M. of this Agreement and for which credit was not afforded pursuant to Article II.N. of this Agreement shall not be reimbursed." The second sentence of Article VI.D.2. is amended by adding the parenthesis: "(not including the non-reimbursable amounts referenced in the preceding sentence)" after "refund the excess."

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Agreement, which shall become effective upon the date it is signed by the authorized representative of the Government.

THE DEPARTMENT OF THE ARMY

BY: 
PHILIP F. FEIR
LTC, EN
Commanding

THE STATE OF CALIFORNIA, acting
by and through the CALIFORNIA
STATE COASTAL CONSERVANCY

BY: 
Samuel Schuchat
Executive Officer

DATE: 9 Feb 05

DATE: 2/7/05

CERTIFICATE OF AUTHORITY

I, Marcia Grimm, do hereby certify that I am the principal legal officer of the State of California, acting by and through the California State Coastal Conservancy, that the State of California is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the State of California, as amended by Amendment Number 1 to the Agreement, in connection with the Hamilton Wetlands Restoration Project, and to pay damages in accordance with the terms of the amended Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the State of California, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
7th day of February 2004.5



Marcia Grimm
Senior Staff Counsel

CERTIFICATION REGARDING LOBBYING

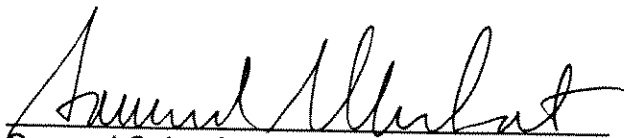
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Samuel Schuchat
Executive Officer

DATE: 2/7/05

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: California State Coastal Conservancy 11th Floor, 1330 Broadway Oakland, Ca 94612 Congressional District, if known: 1st District (CA)		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: --- Congressional District, if known:
6. Federal Department/Agency: Department of the Army, Corps of Engineers		7. Federal Program Name/Description: Civil Works Program CFDA Number, if applicable: _____
8. Federal Action Number, if known: Project Cooperation Agreement Amendment-Bel Marin Keys V		9. Award Amount, if known: \$ 0 (state funds advanced to Corps of Engineers)
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): Carmen Group, Inc. 1301 K Street, NW, 8th Floor East Tower Washington, DC 20005		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): O'Connell, Mia
11. Amount of Payment (check all that apply): \$ 15,000 <input checked="" type="checkbox"/> actual <input type="checkbox"/> planned **		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other; specify: <u>consulting fee</u>
12. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: ITEM 14 -- See Attached Sheet
15. Continuation Sheet(s) SF-LLL attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. The disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Samuel Schuchat</u> Print Name: <u>Samuel Schuchat</u> Title: <u>Executive Officer</u> Telephone No.: <u>510-286-4185</u> Date: <u>11/8/04</u>
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**Amount paid as subcontractor to California State Coastal Conservancy through Agreement with Polson Engineering.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
GM
0248-0C1C

Reporting Entity: California State Coastal Conservancy Page 2 of 2

Item 14

The lobbyist worked with the congressional staffs of Senator Boxer (CA) (Laura Cimo) and Senator Feinstein (Chris Thompson), as well as the House and Senate Energy and Water Development Appropriations Subcommittee staffs (Dennis Kern-House and Roger Cockrell-Senate) during the months of June, 2004 through October of 2004 in support of the approval of the Project Cooperation Amendments (PCA) for the Hamilton Wetlands Project to include the Bel Marin Keys Project.

During this period, the lobbyist briefed congressional staffs, provided updates on the PCA amendment and spoke with the offices in support of securing approval for the PCA Amendment. In addition, during these same months, the lobbyist spoke with the Corps of Engineers, field staff, and Headquarters, specifically, Rob Vining, Vince Montante, Christine Altendorf and Arijs Rakstins, in support of approval of the PCA Amendment. During this period, the lobbyist spoke with Corps staff over the telephone and in person in support of the approval of the PCA Amendment.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.