

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.35
(ID # 3397)

MEETING DATE:

Tuesday, February 7, 2017

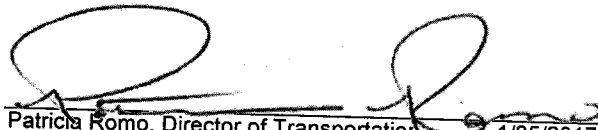
FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA - TRANSPORTATION: Approve the Memorandum of Agreement between the Riverside County Flood Control and Water Conservation District, the U.S. Army Corps of Engineers, Los Angeles District, and the County of Riverside for the Water Resources Development Act Section 214; 10 years (\$200,000 for FY 16/17 to FY 25/26); [Total \$2,000,000; District Funds 80%, County Funds 20%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Agreement (MOA) between Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County) and The U.S. Army Corps of Engineer, Los Angeles District (Corps); and
2. Authorize the Chairman to execute the MOA on behalf of the County.

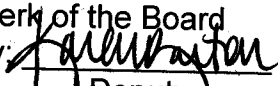
ACTION: Policy


Patricia Romo, Director of Transportation 1/25/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: February 7, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 200,000	\$ 200,000	\$ 2,000,000	\$0
NET COUNTY COST	\$ 0	\$0	\$0	\$0
SOURCE OF FUNDS: Flood District Funds – 80%, Various local transportation funds – 20% There are no General funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 16/17 - 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County Transportation Department (County) in consultation with the County Flood Control and Water Conservation District (District) identified priority projects that would require coordination and approval from the U.S. Army Corps of Engineers (ACOE).

In an effort to respond in a timely manner to meet the public needs through delivery of priority transportation projects, the County and the District worked with the ACOE in the development of a Memorandum of Understanding to assist in this effort. On July 3, 2012 (Agenda Item No. 3.35), the Board of Supervisors approved the Memorandum of Agreement (MOA) between County, the District, and the ACOE. The MOA set forth the terms and conditions for the Corps to expedite the evaluation of Section 404 permits of the Clean Water Act for District and County designated priority projects. This Agreement resulted in expedient reviews for transportation projects including Clinton Keith Road extension and the Scott Road Interchange. The County, the District, and the ACOE desire to enter into a new MOA to allow for the continued assistance in expedient project delivery. This MOA sets forth the terms and conditions for the ACOE to expedite the evaluation of Section 404 permits of the clean water Act for District and County designated priority projects.

The Cost Share Agreement between the District and the County appear as a separate agenda item.

County Counsel has approved the Agreement as to its legal form. A companion item appears on the Riverside County Flood Control and Water Conservation District's Board agenda this same date.

Impact on Residents and Businesses

Entering into the MOA will allow the Department the ability to respond in a time efficient manner to public demands on our road system.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

SUPPLEMENTAL:

Additional Fiscal Information

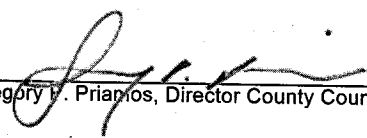
Pursuant to this MOA, the District will provide a maximum contribution of two million dollars (\$2,000,000) to the Corps over a ten-year period for the continued evaluation of Section 404 permits. The District and County agree to cost share on an (80%-20%) basis of the project's actual cost. The County share will be approximately \$40,000 and will be funded with money from various local transportation funds. There are no general funds used for this effort.

Contract History and Price Reasonableness

The contract cost is based on an approximation of ACOE staff time to review project documents. Actual costs may be less depending on the amount of work performed.

ATTACHMENTS:

Memorandum of Agreement



Gregory V. Priamos, Director County Counsel 1/25/2017

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT,
THE COUNTY OF RIVERSIDE,
AND
U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**

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THIS Memorandum of Agreement ("MOA") is entered into between the Riverside County Flood Control and Water Conservation District ("District"), the County of Riverside ("County"), and the United States Army Corps of Engineers, Los Angeles District ("Corps"), collectively referred to as the "Parties".

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RECITALS

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WHEREAS, the Corps has regulatory jurisdiction over certain activities occurring in waters of the United States, pursuant to Section 404 of the Clean Water Act ("CWA") of 1972, as amended, and navigable waters of the United States, pursuant to Section 10 of the Rivers and Harbors Act of 1899 ("RHA"), as amended; and

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WHEREAS, Section 214 of the Federal Water Resources Development Act (WRDA) of 2000, as amended, codified at 33 U.S.C. 2352, authorizes the Secretary of the Army, after public notice, to accept and expend funds to expedite the permit application review process; and

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WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out Section 214 of the WRDA 2000, as amended and codified at 33 U.S.C. 2352, to the Chief of Engineers and his delegated representatives; and

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WHEREAS, the Chief of Engineers, by memorandum dated September 2, 2015, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by District and County subject to certain limitations; and

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WHEREAS, the Corps has indicated it is not able, without additional resources, to expedite the evaluation of District and County permit applications; and

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2 WHEREAS, the District and County are non-federal public entities and believe it is in
3 their best interest to provide funds to the Corps pursuant to this MOA to streamline and expedite
4 Corps' review under Section 404 of the CWA and/or Section 10 of the RHA for District and
5 County designated priority projects, as more fully described in this MOA; and

6 WHEREAS, the Corps' District Engineer has determined that the acceptance and
7 expenditure of funds received from the District and County is appropriate, and an informational
8 public notice will be issued regarding the decision; and

9 WHEREAS, it is understood and acknowledged by all Parties that the Corps' review of
10 District and County permit applications for District and County designated priority projects will
11 be completely impartial and in accordance with all applicable federal laws and regulations; and

12 WHEREAS, this MOA is intended to (1) enable the Parties to fully consider, address, and
13 protect environmental resources early in the development of proposed actions, (2) avoid conflicts
14 late in project development through close coordination during early planning and development
15 stages, (3) provide sufficient information to the Corps for timely analysis of project effects and to
16 assist the District and County in developing appropriate mitigation measures, (4) maximize the
17 effective use of limited Corps personnel resources by focusing attention on projects that would
18 most affect aquatic resources, (5) provide a mechanism for expediting project coordination when
19 necessary, and (6) provide procedures for resolving disputes in this resource partnering effort.

20 WHEREAS, the Parties had entered into a Memorandum of Agreement effective January
21 28, 2013 ("2013 MOA") for expedited and priority review by the Corps; and

22 WHEREAS, at the time the 2013 MOA expired on December 31, 2016, approximately
23 \$200,000 of advanced funds had not been spent by the Corps; and

24 WHEREAS, the District and County allowed the Corps to hold the unspent monies
25 pending approval of a new agreement; and
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2 NOW, THEREFORE, the Parties agree as follows:

3 AGREEMENT

4 Article I. - PURPOSE AND AUTHORITIES

5 A. This MOA is entered into by the Parties for the purpose of establishing a mutual
6 framework governing the respective responsibilities of the Parties for the Corps' acceptance and
7 expenditure of funds contributed by District and County to provide expedited permit application
8 evaluation-related services for District and County designated priority projects requiring Corps'
9 approval pursuant to Section 404 of the CWA and/or Section 10 of the RHA, as listed in
10 **Appendix A** to this MOA ("Priority Projects"). This MOA is not intended as the exclusive means
11 of obtaining review of Priority Projects proposed by District and County; it is a vehicle by which
12 District and County will obtain expedited permit application evaluation-related services outside
13 of the ordinary Corps review process for Priority Projects.

14 B. The District enters into this MOA pursuant to its authority under Chapter 1122,
15 Statutes of 1945, Act 6642 of the State Legislature.

16 C. The County enters into this MOA pursuant to its authority under Section 23003,
17 23004, and 23005 of the California Government Code.

18 D. The Corps enters into this MOA pursuant to its authority under 33 U.S.C. 2352.

19 Article II. - SCOPE OF WORK

20 A. The Corps will expedite permit application evaluation-related services for District
21 and County designated Priority Projects under the jurisdiction of the Corps in exchange for funds
22 provided by District and County as set forth below. The Corps' Regulatory Program is funded as
23 a congressionally appropriated line item in the annual federal budget. Funds received from
24 District and County will be added to the Regulatory budget of the Corps, in accordance with the
25 provisions of 33 U.S.C. 2352.

26 B. The Corps will provide staffing resources exclusively dedicated to expediting permit
27 application evaluation-related services, as described below, for District and County designated

1 Priority Projects and/or other programmatic efforts to support efficient decision-making related
2 to the District and County CWA Section 404 and/or RHA Section 10 permitting needs.

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4 C. The Corps will establish a separate internal financial account to track receipt and
5 expenditure of the funds associated with its review of permit applications submitted by District
6 and County for Priority Projects. Corps Regulatory personnel will charge their time and expenses
7 against the account when they perform work to expedite permit application evaluation-related
8 requests for Priority Projects, or undertake other programmatic efforts to support efficient
9 decision making related to District and County permitting needs.

10 D. Funds contributed by District and County hereunder will be expended by the Corps
11 to defray the costs of Regulatory Division personnel (including salary, associated benefits,
12 overhead, and travel expenses) and other costs in order to expedite the evaluation of Priority
13 Project permit applications. Activities covered by this MOA will include, but not be limited to,
14 the following: application intake review, permit database entry, drawing correction, jurisdictional
15 determinations, site visits, travel, preparing and distributing public notices, preparing and
16 conducting public hearings, preparing correspondence, performing the public interest review,
17 preparing draft permit decision documents, meetings with District and County and other agencies,
18 and relevant training of District and County personnel or for Corps staff where the training
19 supports the intent and purposes of the MOA.

20 E. The Corps may expend funds provided by District and County to hire contractors to
21 perform select duties, including but not limited to: site visits, preparing and providing technical
22 materials, including environmental documentation, GIS related services, and meeting
23 coordination for the purpose of augmenting the resources available to the Corps for expediting its
24 review of District and County designated Priority Projects. If such expenditures, when combined
25 with the costs of the Regulatory Division personnel, require funding in excess of the amount
26 available under this MOA, then the Corps, as appropriate, shall not hire said contractors until and
27 unless additional funds are provided by the District and County and the Parties execute a written
28 amendment to this MOA.

1 F. The Corps will not expend funds provided by District and County for costs
 2 associated with the review of the Corps' work undertaken by supervisors or other persons or
 3 elements of the Corps in the decision making chain of command. However, if a supervisor is
 4 performing staff work and not supervisory oversight, funds may be used. The Corps will not
 5 expend funds provided by District and County to defray the costs of activities related to the Corps'
 6 enforcement functions, but may use funds provided by District and County to defray costs of
 7 activities related to permit compliance functions. Enforcement functions are defined as activities
 8 not permitted by the Corps but requiring Corps authorization. Permit compliance functions are
 9 defined as Corps oversight of Corps-permitted activities.
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11 G. If the funds provided by District and County are expended and not replenished, any
 12 remaining District and County designated Priority Projects will be handled like those of any
 13 permit applicant.

14 Article III. - INTERAGENCY COMMUNICATIONS

15 To provide for consistent and effective communication between Parties, each party will appoint a
 16 Principal Representative to serve as its central point of contact on matters relating to this MOA.
 17 The Principal Representatives are identified in Article IV. B. Additional representatives may also
 18 be appointed to serve as points of contact on specific actions or issues. A Principal Representative
 19 may be changed upon written notification to the other parties.

20 Article IV. - NOTICES

21 A. Any notice, request, demand, or other communication required or permitted to be
 22 given under this MOA shall be deemed to have been duly given if in writing and delivered
 23 personally or sent by email or mailed by first class, registered, or certified mail to the applicable
 24 Principal Representative. Any notice, request, demand, or other communication made pursuant
 25 to this Article shall be deemed to have been received by the addressee at the earlier of such time
 26 as it is actually received or seven (7) business days after it is mailed.

27 B. All inquiries during the term of this MOA will be directed to the Principal
 28 Representatives listed below:

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If to District and County:

Mekbib Degaga
Chief of Regulatory Division
Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501

If to the Corps:

Michelle Lynch
Chief, South Coast Branch
Regulatory Division
U.S. Army Corps of Engineers
Los Angeles District
915 Wilshire Boulevard, Suite 930
Los Angeles, CA 90017

With a copy in all instances to:

District Counsel
U.S. Army Corps of Engineers
Los Angeles District
915 Wilshire Boulevard, Suite 930
Los Angeles, CA 90017

Article V. - RESPONSIBILITIES OF THE PARTIES

A. District and County will provide adequate resources to fund existing or additional Corps Regulatory personnel for the purpose of expediting the review of District and County designated Priority Projects and other identified activities. To facilitate the Corps' reviews and activities, District and County will:

- 1. Provide adequate information regarding District and County designated Priority Projects, scheduling requirements, and other specific activities to initiate permit evaluation. Information required for the Corps to deem a permit application complete, thereby allowing initiation of the permit review process, can be found in Corps regulations at 33 C.F.R. §§ 325.1(d), 325.3(a), and in General Condition 31 of the Nationwide Permit Program. Upon request, District and County shall provide supplemental information necessary to complete the permit application. Additional information [33 C.F.R. § 325.1(e)] required to complete the permit

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2 evaluation process may exceed what is needed to initiate the process. On a case by case basis, if
3 requested by the Corps, District and County shall provide such additional information so as to
4 ensure the Corps can effectively accomplish the required review.

5 2. In consultation with the Corps, establish the specific order of priority of
6 District and County designated Priority Projects as listed in **Appendix A** to this MOA. District
7 and County designated Priority Projects included in Appendix A and the order of priority of those
8 District and County designated Priority Projects may be changed by District and County Principal
9 Representative without requiring an amendment to this MOA. Such changes shall be submitted
10 to the Corps' Principal Representative in writing in the manner provided by Article IV and will
11 be effective upon receipt thereof.

12 3. To the best of its ability, ensure the participation of all essential personnel
13 during the permit evaluation or compliance process.

14 4. Work closely with the Corps to adjust priorities and schedules in order to
15 optimize available Regulatory Division staff resources. While District and County will make
16 every effort not to overlap project schedules, occasional overlaps may occur and District and
17 County Principal Representative will work with the Corps to prioritize such overlaps.

18 5. Provide funding pursuant to the terms of this MOA.

19 B. The Corps shall use the funds provided to defray the costs of salaries and associated
20 benefits, relevant training, and to reimburse travel expenses in order to:

21 1. Expedite review of District and County designated Priority Projects in
22 accordance with the purpose, terms, and conditions of this MOA or any amendments thereto. The
23 Corps shall not redirect resources from, or otherwise postpone, permit applications related to non-
24 Priority Projects submitted by District and County through the standard Corps review process.

25 2. Following any pre-application meetings and/or discussions to clarify the scope
26 of anticipated permit application review processes, provide District and County with an estimated
27 completion date for the permit evaluation process for each complete application submitted.

1 District and County shall be able to comment on the estimated completion date and adjust the
2 order or list of Priority Projects per Appendix A, or provide additional resources per Article VI.

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4 3. Consult with District and County regarding an adjustment of priorities or
5 establishment of relative priorities if the current or projected workload of Priority Projects and
6 activities exceeds the Corps' ability to provide the services specified herein.

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8 4. Provide District and County a brief quarterly summary report of progress made
9 under this MOA. Progress will be itemized for each permit application review completed during
10 the quarter and for each permit application pending at the end of the quarter. This report will
11 describe achievements, including any improvements the Corps has documented in coordinating
12 and improving the efficiency of environmental reviews, and will summarize expenditures to date.
13 The report also will identify any recommendations for improving consultation and coordination
14 among the Parties to this MOA and will provide an estimate of costs expected for the ensuing
15 quarter. The report shall not be in excess of five (5) pages.

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17 5. Designate a Regulatory Project Manager(s) and his/her specific responsibilities
18 for each Priority Project. If possible, the Corps will designate the same Project Manager for all
19 major District and County designated Priority Project permit applications to ensure consistency
20 and maintain efficiency of the review process.

21 Article VI. - FUNDING

22 A. The MOA shall initially be funded by the approximate \$200,000 that District and
23 County have on deposit with the Corps in Fund Auth/COA: 1039 and Fund Account 1232, which
24 is the balance remaining from the 2013 MOA.

25 B. No later than July 1, 2017 and every July 1 thereafter that this MOA remains in
26 effect, the Corps will provide the District and County with an anticipated cost invoice ("Invoice")
27 that provides an updated budget estimate of costs for the next federal fiscal year, including any
28 proposed changes in the level of staffing, less any estimated carry over of unobligated funds from
the prior federal fiscal year. Revisions agreed to by the Parties will be incorporated into a revised
budget estimate. Each Invoice shall be provided on Corps letterhead and include (1) the Corps'

1 name and address, (2) the Corps' remittance address, if different, (3) service dates, and (4) total
2 amount. Invoices shall be submitted by the Corps to:

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4 Finance Division
5 Riverside County Flood Control and Water Conservation District
6 1995 Market Street
7 Riverside, CA 92501

8 Or, by email to rcfcap@rcflood.org

9 C. Prior to the Corps incurring any expenditure to expedite permit evaluation-
10 related activities as specified in this MOA, District and County will make a lump sum
11 payment to the Corps of the total amount specified in the **Appendix B** budget estimate or
12 the Corps' Invoice(s). Payments by District and County are to be made by wire transfer of
13 funds in accordance with Standard Operating Procedure UFC 07 (**Appendix C**), or by check
14 payable to the Finance and Accounting Officer and sent to the following address:

15 U.S. Army Corps of Engineers, Los Angeles District
16 Finance and Accounting Officer
17 915 Wilshire Boulevard
18 Los Angeles, CA 90053-2325
19 Attn: Carlos M. Tabares

20 D. The Corps will carry over any unobligated funds from year to year.

21 E. If the Corps' actual costs for providing the agreed upon level of service will at any
22 time during the term of this MOA exceed the amount of funds available, the Corps will notify
23 District and County at least ninety (90) days prior to fund exhaustion of the incremental amount
24 of funds needed to defray the remaining anticipated costs. District and County will have the
25 option of (i) making a payment to the Corps for the incremental amount, provided the total amount
26 of payments to the Corps does not exceed the total funding amount, (ii) increasing the total
27 funding amount through an amendment to this MOA, or (iii) agree to a reduced level of service.

28 **Article VII. - APPLICABLE LAWS**

The applicable statutes, regulations, policies, directives, and procedures of the United States will govern this MOA and all documents and actions pursuant to it. Unless otherwise required by law,

1 all expediting of permit applications undertaken by the Corps will be governed by Corps
2 regulations, policies, and procedures.

3 Article VIII. - DISPUTE RESOLUTION

4 In the event of a dispute, the Parties agree to use their best efforts to resolve the dispute in an
5 informal fashion through consultation and communication or other forms of non-binding
6 alternative dispute resolution mutually acceptable to the Parties. The Parties agree that in the
7 event such measures fail to resolve the dispute, they shall refer the dispute for resolution to an
8 appropriate forum in accordance with federal law.

9 Article IX. - PUBLIC INFORMATION

10 Justification and explanation of District and County programs or projects before other agencies,
11 departments, and offices will not be the responsibility of the Corps. The Corps may provide, upon
12 request from District and County, any assistance necessary to support justification or explanations
13 of activities conducted under this MOA. In general, the Corps is responsible only for public
14 information regarding Corps regulatory activities. District and County will give the Corps, as
15 appropriate, advance notice before making formal, official statements regarding activities funded
16 under this MOA.

17 Article X. - AMENDMENT, MODIFICATION, AND TERMINATION

18 A. This MOA may be modified or amended only by written, mutual agreement of the
19 Parties.

20 B. Any party reserves the right to terminate its participation in this MOA without cause
21 upon thirty (30) days written notice to the other parties. In the event of termination, District and
22 County will continue to be responsible for all costs incurred by the Corps in performing expedited
23 environmental permit review services up to the time of notice and for the costs of closing out any
24 ongoing contracts in support of the provision of services by the Corps under this MOA.

25 C. Within ninety (90) calendar days of termination of the MOA or the expiration of the
26 MOA, the Corps shall provide District and County with a final statement of expenditures. Within
27 sixty (60) calendar days after submittal of the Corps' final statement of expenditures, the Corps,
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1 subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et. seq.), shall directly remit
2 to District and County the unexpended balance of the advance payments, if any. Funds may be
3 provided to District and County either by check or electronic funds transfer.
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5 Article XI. – MISCELLANEOUS

6 A. This MOA will not affect any pre-existing or independent relationships or
7 obligations between Parties.

8 B. The Corps’ participation in this MOA does not imply endorsement of District and
9 County projects, nor does it diminish, modify, or otherwise affect Corps statutory or regulatory
10 authorities.

11 C. If any provision of this MOA is determined to be invalid or unenforceable, the
12 remaining provisions will remain in force and unaffected to the fullest extent permitted by law
13 and regulation.

14 D. This MOA, including any documents incorporated by reference or attachments
15 thereto, but excluding the pre-existing relationships or obligations between the Parties referenced
16 in subparagraph A above, constitute the entire agreement between the Parties. All prior or
17 contemporaneous agreements, understandings, representations, and statements, oral or written,
18 are merged herein and shall be of no further force or effect.

19 Article XII. - EFFECTIVE DATE AND DURATION

20 This MOA and any amendments will be effective on the date of execution by the last party. Unless
21 amended or modified, this MOA shall remain in force until whichever of these events occurs first:

- 22 1) September 30, 2026, or 2) the MOA is terminated pursuant to Article X.B.

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1 IN WITNESS WHEREOF, this MOA is executed as of the dates indicated below
2 by the District and County, acting by and through their respective Boards of Supervisors, and by
3 the Corps, through its authorized officer _____
4 (to be filled in by Clerk of the Board)
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6 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

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8 By: _____
9 JASON E. UHLEY
General Manager-Chief Engineer

By: _____
MARION ASHLEY, Chairman
Riverside County Flood Control and
Water Conservation District Board of
Supervisors

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12 APPROVED AS TO FORM:

ATTEST:

13 GREGORY PRIAMOS
14 County Counsel


KECIA HARPER-IHEM
Clerk of the Board

15
16 By:  _____
17 NEAL KIPNIS
Deputy County Counsel


By: _____
Deputy

(SEAL)

1 RECOMMENDED FOR APPROVAL:

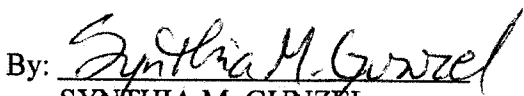
2
3 By: 
4 PATRICIA ROMO
Director of Transportation

COUNTY OF RIVERSIDE

By: 
JOHN J. BENOFF, Chairman
Board of Supervisors
JOHN TAVAGLIONE

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7 APPROVED AS TO FORM:

8 GREGORY PRIAMOS
County Counsel

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10 By: 
11 SYNTHIA M. GUNZEL
Supervising Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

(SEAL)

1 **U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**

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3 By: _____

Date: _____

4 **KIRK E. GIBBS**
5 **Colonel, U.S. Army**
6 **Commander and District Engineer**

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Appendix A: DISTRICT and COUNTY Priority Projects

The list of priority projects under this MOA includes the following:

- 1. Arroyo del Toro Channel, near Lake Elsinore**
- 2. Cherly Creek Levee, Palm Springs**
- 3. Eagle Canyon Dam and Line 41, Cathedral City**
- 4. Little Lake MDP, Line B, Hemet**
- 5. Clinton Keith Extension, I-215 to SR 79**
- 6. Scott Road/I-215 Interchange, Haun to Antelope**
- 7. Cajalco Road Widening, Temescal Canyon Road to I-215**
- 8. I-10 Bypass Hathaway to Apache Trail, Newport Road to I-215, Interchange Haun to Antelope Road**
- 9. Gilman Springs Road, 500' NW of Eucalyptus Road to 8430' SW of Alessandro Road**
- 10. San Jacinto River Levee, Stage 4**
- 11. San Jacinto MDP, Line C**
- 12. Development of mitigation mechanisms for streamlined permitting**

Appendix B: CORPS' Budget Estimate for FY 16/17

TASK	TIME	RATE	COST
Pre-application Meetings	60 days	\$1,097	\$ 65,820
Project Review and Analysis	100 days	\$1,097	\$109,700
Monitoring and Compliance	30 Days	\$1,097	\$ 32,910
Subtotal Personnel Costs			\$175,520
Direct Costs:			
Travel, Training and Supplies			\$ 24,480
Subtotal Direct Costs:			\$ 24,480
Total:			\$200,000

Appendix C - SOP UFC 07

**DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
FINANCE CENTER
5722 INTEGRITY DRIVE
MILLINGTON TENNESSEE 38054-5005**

CEFC-FD
SOP No. UFC-07

1 June 2004
Revised: 1 April 2006

**STANDING OPERATING PROCEDURE
WIRE TRANSFER OF FUNDS**

1. **PURPOSE.** This Standing Operating Procedure (SOP) provides procedures to follow in order to deposit funds into an advance account or a cost sharing account through use of Wire Transfer.
2. **APPLICABILITY.** This SOP applies the USACE Finance Center (UFC) and activities supported by the UFC.
3. **REFERENCE.** SOP No. UFC-03, Collection/Deposit Procedures.
4. **PROCEDURES.** When a customer wishes to use wire transfer procedures to transfer funds to the Corps, the enclosed wire transfer procedures must be followed to ensure accurate and timely credit for funds transferred.
 - a. The customer must notify the supporting F&A Officer in advance of a transfer providing the date of the transfer, amount and the applicable Project Cooperation Agreement (PCA) number or advance account number the funds are intended for. The sponsor must wire the funds through the Federal Reserve Bank of New York using a Type 1000, Structured Third Party Funds Transfer Message to transfer the funds to the UFC. The data needed by the customer's sponsor bank is provided as enclosure 1.
 - b. When notification from the customer is received by the F&A Officer, a Collection Receiving Office Voucher (ROV) must be created in CEFMS. All wire transfer collection vouchers must be submitted to the UFC Disbursing Division using the UFC-DISB-6 Form (enclosure 2). The supported F&A Officer must ensure that all information on the form is provided and forwarded to the UFC arriving in advance of the transfer. There should only be one wire transfer for each ROV.
5. **Ca\$hLink II Agency Access System.** Ca\$hLink II is an on-line U.S. Treasury system that allows the UFC to access and confirm our deposit information the next working day after the wire transfer is posted. The UFC monitors the Ca\$hLink II system daily. Upon verification of the wire transfer in Ca\$hLink II, the UFC will certify the ROV and confirm the deposit. Funds will be available immediately after the deposit confirmation.

The UFC will not require any additional documentation from the supported activity or the customer provided all required documentation identified above is provided. **If a wire transfer is received via Ca\$hLink II that cannot be identified, it will be rejected back to the sender.**

Before rejecting a wire transfer, the UFC will research and try to determine the proper supported activity and CEFMS account to update. For those wire transfers rejected by the UFC, the financial institution (bank) that initiated the transfer will notify the customer (sender) of the rejected transaction.

6. **CHANGES.** Refer all discrepancies, comments or questions regarding this SOP to the Chief, Disbursing Division, Directorate of Finance (CEFC-FD) 901-874-8648.

FOR THE DIRECTOR:



SHIRLEY L. AUTRY
Deputy Director, Finance

Encls

TYPE 1000, STRUCTURED THIRD PARTY FUNDS TRANSFER MESSAGE
(Information Provided by Customer when Making Transfer)

KEY FIELDS - 1000 FUNDS TRANSFER

FIELD NAME	LENGTH	VALUE
Receiver-dfi#	9	021030004 (Standard)
Type-subtype-code	4	1000
Sender-dfi #	9	Sender ABA-number (Bank Routing No.)
Sender-ref-#	16	Filled by sender (Use PCA No.)
Amount	18	Use dollar sign, commas, and decimal point
Sender-dfi-info	80	Filled by sender
Receiver-dfi-info	80	TREAS NYC/CTR/BNF=/AC-00008736

NOTE: THE RECEIVER-DFI-INFO FIELD IS OF CRITICAL IMPORTANCE. IT MUST APPEAR IN THE PRECISE MANNER SHOWN TO ALLOW FOR THE AUTOMATED PROCESSING AND CLASSIFICATION OF THE FUNDS TRANSFER MESSAGE.

Free-text-line-1	80	Filled in by sender
Free-text-line-1	80	Filled in by sender
Free-text-line-1	80	Filled in by sender

WIRE TRANSFER ONLY
RECEIVING VOUCHER ROUTING SLIP

Date Receiving Voucher Entered Into CEFMS: _____

Authorized Collector's Name: _____

District: _____

PCA#, Advance Account Number, Local Cost Share Number: _____

Sponsor Name: _____

CEFMS Receiving Voucher Number: _____

Date of Transfer: _____

Amount of Transfer: _____

If you have any questions please contact the Disbursing Division at (901) 874-8432.