Contract No: CT-FC-12-1947 Amendment No: 01

This number must appear on all correspondence and documents pertaining to this contract

DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
915 WILSHIRE BOULEVARD, SUITE 930
LOS ANGELES, CALIFORNIA 90017

FIRST AMENDMENT
To
MEMORANDUM OF AGREEMENT (137197)
BETWEEN
THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY, AND THE U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT

SUBJECT: First Amendment to Memorandum of Agreement between Pima County Regional Flood Control District, the Regional Transportation Authority of Pima County, and United States Army Corps of Engineers, Los Angeles District

This First Amendment to Memorandum of Agreement ("FIRST AMENDMENT") is entered into by Pima County Regional Flood Control District (hereinafter the "DISTRICT"), the Regional Transportation Authority of Pima County (hereinafter the "RTA"), and the United States Army Corps of Engineers, Los Angeles District (hereinafter the "Corps"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Corps has jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to section 404 of the Clean Water Act of 1972, as amended, and navigable waters of the United States pursuant to section 10 of the Rivers and Harbors Act of 1899, as amended; and

WHEREAS, the Parties entered into a Memorandum of Agreement ("MOA"), dated March 15, 2012, for expedited and priority review of DISTRICT and RTA-designated priority projects by the Corps; and

WHEREAS, the MOA is set to expire December 31, 2016; and

WHEREAS, section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000") as amended and codified at 33 U.S.C. § 2352 authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

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 non-Federal public entities subject to certain limitations; and

WHEREAS, the Parties desire to extend the duration of the MOA an additional four years to December 31, 2020; and

WHEREAS, the Corps has determined additional funding from the DISTRICT and RTA is necessary to continue to fund permit evaluation-related activities through December 31, 2020.

NOW, THEREFORE, the Parties agree as follows:

FIRST AMENDMENT

1. Article IV – RESPONSIBILITIES OF THE PARTIES. Paragraph B.2. of Article IV is deleted in its entirety and replaced with the following:

"2. Upon submittal of new permit applications and following any meetings and discussions to clarify the scope of anticipated permit application review processes, Corps staff will provide the DISTRICT and RTA with an estimated schedule to complete the permit evaluation process for each application submitted. The DISTRICT and RTA shall be able to comment on these schedules and adjust priorities per Appendix A, or provide additional resources per Article V.D."

2. Article V -FUNDING. This entire Article is deleted in its entirety and replaced with the following:

"A. Within 30 days of execution of this MOA, the DISTRICT and RTA shall pay the anticipated costs expected to be incurred through September 30, 2017 at the level specified in the Corps' budget estimate, which is included as Appendix B to this MOA and incorporated herein by reference. Separate amounts for DISTRICT and RTA priority projects shall be indicated.

B. No later than July 1 of each year that this MOA remains in effect, the Corps will provide the DISTRICT and RTA with an anticipated cost invoice ("Invoice") that provides an updated budget estimate of costs for the next Federal fiscal year, including any proposed changes in level of staffing, less any estimated carry-over of unobligated funds, as provided in Article V.E, from the prior Federal fiscal year. Separate amounts for DISTRICT and RTA priority projects shall be specified. Each Invoice shall be provided on Corps letterhead, and include (1) the Corps' name and address, (2) Corps' remittance address, if different, (3) service dates, and (4) total amount. Revisions agreed to by the Parties will be incorporated into a revised budget estimate(s). Invoices will be submitted by the Corps to:

Pima County Regional Flood Control District
201 North Stone Avenue, 9th Floor
Tucson, Arizona 85701 – 1207

C. Prior to the Corps incurring any expenditure to expedite permit evaluation-related activities as specified in this MOA, the DISTRICT and RTA will each make a lump sum payment to the Corps of the total amount specified in the Appendix B budget estimate or the Corps' Invoice(s). Payments by the DISTRICT and RTA are to be made by check

payable to the Finance and Accounting Officer and sent to the following address, unless the Corps provides a different remittance address in the Invoice:

U.S. Army Corps of Engineers, Los Angeles District
Finance and Accounting Officer
915 Wilshire Blvd.
Los Angeles, CA 90053-2325
Attn: Carlos M. Tabares

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

E. The Corps will carry-over any unobligated funds from year to year, or will refund such unobligated funds if this MOA is terminated pursuant to Article IX.B or expires in accordance with Article XI."

3. Article X – MISCELLANEOUS. Paragraph B of Article X is deleted in its entirety.

4. Article XI - EFFECTIVE DATE. This Article is deleted in its entirety and replaced with the following:

"This MOA and any amendments will become effective on the date of signature by the last Party. Unless amended or modified pursuant to Article IX.A., this MOA shall remain in force until whichever of these events occurs first: 1) December 31, 2020 or 2) the MOA is terminated pursuant to Article IX.B."

5. Integration. This FIRST AMENDMENT represents the entire understanding of the Parties regarding the changes to the MOA. All other terms and conditions of the MOA remain in full force and effect.

[Signatures follow on next two pages]

IN WITNESS WHEREOF, this FIRST AMENDMENT is executed by DISTRICT and RTA, acting by and through their respective Boards of Directors, and by the U.S. Army Corps of Engineers, through its authorized officer.

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

BOARD OF SUPERVISORS

Sharon Bronson
Chair

Date: DEC 13 2016

ATTEST:

Robin Brigode
Robin Brigode, Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney
ANDREW FLAGG

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Ed Honea
Chairman, Board of Directors

APPROVED AS TO FORM:

By: _____
Counsel for RTA

Date: 12-21-16

U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT

By: _____

Kirk E. Gibbs
Colonel, U.S. Army
Commander and District Engineer

Date: 4 NOV 16

CONTRACT

NO. CT-FC-12 00000 00000 0000 1947

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

MEMORANDUM OF AGREEMENT
BETWEEN
THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT,
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY,
AND
THE U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by the Pima County Regional Flood Control District (hereinafter the "DISTRICT"), the Regional Transportation Authority of Pima County (hereinafter the "RTA) and the Los Angeles District of the United States Army Corps of Engineers (hereinafter the "Corps"), collectively referred to as "the Parties."

RECEIVED
MAR 15 2012
BRT
REGULATORY DIVISION

RECITALS

WHEREAS, the Corps has jurisdiction over certain activities occurring in waters of the United States, including wetlands pursuant to section 404 of the Clean Water Act CWA) of 1972, as amended; and

WHEREAS, section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000") as amended by Public Law 111-315, authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out section 214 of the WRDA 2000 to the Chief of Engineers and his delegated representatives; and

WHEREAS, the Chief of Engineers, by memorandum dated March 29, 2004, as modified October 1, 2008, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-Federal entities subject to certain limitations; and

WHEREAS, the Corps has indicated it is not able, without additional resources, to expedite the evaluation of permits of the DISTRICT and RTA related to projects for a public purpose; and

WHEREAS, the DISTRICT and RTA believe it is in the best interests of the taxpayers of Pima County to provide funds to the Corps pursuant to this MOA to expedite Corps environmental review under section 404 of the CWA for DISTRICT and RTA-designated priority projects as more fully described in this MOA; and

WHEREAS, the Corps issued an initial Public Notice dated, October 28, 2011, regarding its intent to accept and expend funds contributed by the DISTRICT and RTA; and

WHEREAS, in a memorandum dated March 29, 2012, the Corps determined that expenditure of funds received from the DISTRICT and RTA is appropriate, and an informational public notice dated March 29, 2012, regarding the decision has been issued; and

WHEREAS, it is understood and acknowledged by all Parties that the Corps' review of the DISTRICT and RTA's permit applications for DISTRICT and RTA-designated priority projects will be completely impartial and in accordance with all applicable Federal laws and regulations; and

WHEREAS, this MOA establishes the responsibilities and operating procedures of the Parties with respect to priority reviews; and

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

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article I. - PURPOSE AND AUTHORITIES

A. This MOA is entered into by the Parties for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the acceptance and expenditure of funds contributed by DISTRICT and RTA to provide expedited permit evaluation-related services for DISTRICT and RTA-designated priority projects under the jurisdiction of the Corps. This MOA is not intended as the exclusive means of obtaining review of projects proposed by the DISTRICT and RTA. This MOA is a vehicle by which DISTRICT and RTA will obtain expedited permit evaluation-related services outside of the ordinary Corps review process.

B. DISTRICT and RTA enter into this MOA pursuant to their respective authorities under Arizona Revised Statutes Sections 11-952, 48-3603, and 48-5305. The Corps enters into this MOA pursuant to its authority under section 214 of the WRDA 2000, as amended.

Article II. - SCOPE OF WORK

A. The DISTRICT and RTA will provide funds to the Corps to expedite permit evaluation related services for DISTRICT and RTA-designated priority projects under the jurisdiction of the Corps. The Corps' Regulatory Program is funded as a Congressionally appropriated line item in the annual Federal budget. Funds received from the DISTRICT and

RTA will be added to the Corps' Regulatory Program budget in accordance with the provisions of section 214 of WRDA 2000, as amended.

B. The Corps will provide staffing resources exclusively dedicated to expediting permit evaluation-related services, as described below, for DISTRICT and RTA-designated priority projects and/or other programmatic efforts to support efficient decision-making related to the DISTRICT and RTA's CWA section 404 permitting needs.

C. The Corps will establish a separate internal financial account to track receipt and expenditure of the funds associated with its review of permit applications submitted by the DISTRICT and RTA. Corps Regulatory personnel will charge their time and expenses against the account when they perform work to either expedite resolution of permit requests designated by the DISTRICT and RTA as a priority or undertake other programmatic efforts to support efficient decisionmaking related to the DISTRICT and RTA's permitting needs. Corps Regulatory personnel will focus on the work as prioritized by the DISTRICT and RTA, and if the projects designated by the DISTRICT and RTA as priorities are insufficient to keep Corps personnel busy, Corps personnel will then work on other programmatic efforts for the DISTRICT and RTA.

D. Funds contributed by the DISTRICT and RTA hereunder will be expended by the Corps to defray the costs of Regulatory Division personnel (including salary, associated benefits, overhead and travel expenses) and other costs in order to expedite the evaluation of priority permit applications designated by the DISTRICT and RTA. Such activities will include, but not be limited to, the following: jurisdictional determinations; site visits; travel; federal register and public notice preparation; preparation of correspondence; public interest review; preparation and review of environmental documentation; meetings with the DISTRICT and RTA and resource agencies; and any other permit evaluation related responsibilities including but not limited to consultations under Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act, that may be mutually agreed upon.

E. The Corps may expend DISTRICT and RTA funds to hire contractors to perform select duties, including but not limited to site visits; preparing and providing technical materials, including environmental documentation; GIS-related services; and meeting coordination for the purpose of augmenting the resources available to the Corps for expediting priority projects and activities designated by the DISTRICT and RTA. If such expenditures, when combined with the costs of the Regulatory Division personnel specified in Article II.D, require funding in excess of the amount available under this MOA, then said contractors shall not be hired by the Corps until and unless additional funds are provided by the DISTRICT and RTA, and the Parties execute a written amendment to this MOA.

F. The Corps will *not* expend DISTRICT and RTA funds for costs associated with the review of Regulatory Project Managers' work by supervisors or other persons or elements of the Corps in the decision-making chain of command. However, if a supervisor is performing staff work and not supervisory, decision-making oversight, funds may be used. The Corps will *not* expend funds contributed by DISTRICT and RTA to defray the costs of activities related to

the Corps' enforcement functions, but *may* use DISTRICT and RTA funds to defray costs of activities related to compliance functions.

G. If the funds provided by the DISTRICT and RTA are expended and not replenished, any remaining priority permit applications will be handled like those of any permit applicant.

Article III. - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the Parties, each party will appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on specific actions or issues. For the purposes of this MOA the District's Principal Representative will be Chris Cawein, District Deputy Director, RTA's Principal Representative will be Jim DeGrood, Director of Transportation Services, and the Corps' Principal Representative willSallie McGuire, Chief, Arizona Branch, Phoenix Area Office. The Principal Representative for each party may be changed upon written notification to the other parties.

Article IV. - RESPONSIBILITIES OF THE PARTIES

A. The DISTRICT and RTA will provide adequate resources to fund additional Corps Regulatory personnel for the purpose of timely review of designated priority projects and other identified activities. To facilitate the Corps' review and activities, the DISTRICT and RTA will:

1. Provide adequate information regarding projects 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 27 of the Nationwide Permit Program. Upon request, the DISTRICT and RTA shall provide supplemental information necessary to complete the permit application. Additional information [33 CFR Part 325.1(e)] required to complete the permit evaluation process may exceed what is needed to initiate the process. On a case-by-case basis, if requested by the Corps, the DISTRICT and RTA shall provide such additional information in a timely manner so as to ensure the Corps can effectively accomplish the required review.

2. Make a reasonable effort to provide the Corps with information on other projects with DISTRICT and RTA involvement to enable the Corps to most efficiently apply available staff resources and plan for workload cycles.

3. In consultation with the Corps, schedule Corps involvement in the priority projects identified by the DISTRICT and RTA. The list of initial priority project is shown on **Appendix A**. The list may be changed by mutual agreement of the Principal Representatives of each party without requiring an amendment to this MOA. Such changes shall be submitted to the Corps' Principal Representative in writing, including email, and will be effective upon receipt thereof.

4. To the best of their ability, ensure the participation of all essential personnel during the permit evaluation process.

5. Work closely with the Corps to adjust DISTRICT and RTA priorities and schedules in order to make optimal use of available Regulatory Division staff resources. While the DISTRICT and RTA will make every effort not to overlap project schedules, occasional overlaps may occur and the DISTRICT and RTA will work with the Corps to prioritize such overlaps.

6. Provide funding pursuant to the terms of this MOA.

B. The Corps shall supplement or reassign its existing Regulatory Division personnel, which currently reviews DISTRICT and RTA projects on a routine basis, with qualified personnel within projected funding levels provided by the DISTRICT and RTA. The Corps shall use the funds provided to defray the costs of salaries and associated benefits and to reimburse travel expenses in order to:

1. Expedite review of the DISTRICT and RTA's priority projects in accordance with the purpose, terms, and conditions of this MOA or any amendments thereto. The Corps shall not redirect resources from, or otherwise postpone, other projects submitted by the DISTRICT and RTA through the standard Corps review process.

2. Upon submittal of new permit applications and following any meetings and discussions to clarify the scope of anticipated permit application review processes, Corps staff will provide the DISTRICT and RTA with an estimated schedule to complete the permit evaluation process for each application submitted. The DISTRICT and RTA shall be able to comment on these schedules and adjust priorities per Appendix A, or provide additional resources per Article V.F.

3. Consult with the DISTRICT and RTA regarding an adjustment of priorities or establishment of relative priorities if the current and/or projected workload of priority projects and activities exceeds Corps' ability to provide the services specified in this MOA.

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

5. Designate a Regulatory Project Manager who will make his or her best efforts to attend periodic meetings with the DISTRICT and RTA.

Article V. - FUNDING

A. Within 30 days of execution of this MOA, DISTRICT and RTA shall pay the anticipated costs expected to be incurred through September 30, 2012, at the level specified in the Corps' budget estimate, which is included as **Appendix B** to this MOA and incorporated herein by reference. Separate amounts for DISTRICT and RTA priority projects shall be indicated.

B. No later than July 1 of each year that this MOA remains in effect, the Corps will provide the DISTRICT and RTA with an anticipated cost invoice ("Invoice") that provides an updated budget estimate of costs for the next Federal fiscal year, including any proposed changes in the level of staffing. Separate amounts for DISTRICT and RTA priority projects shall be specified. Revisions agreed to by the Parties will be incorporated into a revised budget estimate. Invoices shall be submitted by the Corps to:

Pima County Regional Flood Control District 97 East Congress, 3rd Floor

Tucson, AZ 85701-1797

C. Prior to the Corps incurring any expenditure to expedite permit evaluation-related activities as specified in this MOA, the DISTRICT and RTA will each make an annual lump sum payment to the Corps. Upon receipt of the Corps' Invoice(s) and in accordance with normal DISTRICT and RTA payment procedures, the DISTRICT and RTA will each make an annual lump sum payment, in advance, of the total amount specified in the Invoice(s).

D. Expediting of permit evaluation related activities as specified in this MOA will be undertaken by the Corps only after funds have been transferred to the Corps. Payments by the DISTRICT and RTA are to be made to:

U.S. Army Corps of Engineers, Los Angeles District
Finance and Accounting Officer
P.O. Box 532711
Los Angeles, CA 90053-2325
Attn: Carlos M. Tabares

E. If the Corps' actual costs for providing the agreed upon level of service will exceed the amount of funds available, the Corps will promptly notify the DISTRICT and RTA of the incremental amount of funds needed to defray the costs. The DISTRICT and RTA will either increase the funding amount or agree to a reduced level of service.

F. The Corps will carry over any unobligated funds from year to year, or will refund such unobligated funds if this MOA is terminated or expires.

Article VI. - 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, all expediting of permit applications undertaken by the Corps will be governed by Corps regulations, policies and procedures.

Article VII. - DISPUTE RESOLUTION

In the event of a dispute, the Parties agree to use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that, in the event such measures fail to resolve the dispute, they shall proceed in accordance with applicable Federal law.

Article VIII. - PUBLIC INFORMATION

Justification and explanation of DISTRICT and RTA programs or projects before other agencies, departments and offices will not be the responsibility of the Corps. The Corps may provide, upon request from the DISTRICT and RTA, any assistance necessary to support justification or explanations of activities conducted under this MOA. In general, the Corps is responsible only for public information regarding Corps regulatory activities.

Article IX. - AMENDMENT, MODIFICATION, AND TERMINATION

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

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

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

Article X. - MISCELLANEOUS

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

B. Under the provisions of section 214 of the WRDA 2000 as extended, no funds may be accepted or expended by the Corps pursuant to this MOA after December 31, 2016. However, if prior to this date, this statutory authority is extended, then provisions of this MOA

shall remain in force until the earlier of the sunsetting of section 214 of WRDA 2000, as further extended, or until the expiration date as provided in this MOA.

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

D. The Corps' participation in this MOA does not imply endorsement of DISTRICT and RTA projects nor does it diminish, modify, or otherwise affect Corps statutory or regulatory authorities.

E. This MOA, including any documents incorporated by reference or attachments thereto, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

Article XI. - EFFECTIVE DATE AND DURATION

This MOA will become effective on the date of signature by the last Party. This MOA shall remain in force until whichever of these events occurs first: 1) December 31, 2016 or 2) the MOA is terminated pursuant to Article IX.B.

IN WITNESS WHEREOF, this MOA is executed as of the dates indicated below by the DISTRICT and RTA, acting by and through their respective Boards of Directors, and by the U.S. Army Corps of Engineers, through its authorized officer.

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS

Ramon Valadez

Ramon Valadez, Chairman

Date: FEB 07 2012

APPROVED AS TO FORM:

Deputy County Attorney

GILBREATH

ATTEST:

Approved as to form:

Robin Brigode

Robin Brigode, Clerk of the Board

~~Deputy County Attorney for the District~~

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Chairman, Board of Directors

Date: _____

Approved as to form:

Attorney for RTA

U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT

By: _____

R. Mark Toy
Colonel, US Army
Commander and District Engineer

Date: _____

Appendix A: DISTRICT and RTA Priority Projects

(Dated: November 23, 2011)

The list of priority projects under this MOA includes, but is not restricted to, the following:

1. Processing 404 Permits for RTA Roadway Element projects
2. Completing Preliminary Jurisdictional Delineations for RTA Roadway corridors including Period 2 Corridors:
    a. Silverbell Road, Sunset Road
    b. Valencia Road
    c. Tangerine Road
    d. Wilmot Road
    e. La Cholla Blvd
3. Completing Preliminary Jurisdictional Delineations for Later roadway corridors:
    a. Broadway, Camino Seco to Houghton
    b. First Avenue, north of Orange Grove
    c. 22nd Street, Golf Links to Irvington
    d. Irvington, west of I-19 to Santa Cruz
4. Processing 404 Permits for RFCD Capital Improvement Projects
    a. Paseo de las Iglesias
    b. Pantano/Tanque Verde bank stabilization
5. Processing of RGP81 requests for various watercourse maintenance activities
6. Processing New Regional General Permit for Multispecies Conservation Plan
7. Development and implementation assistance for possible RFCD-sponsored in-lieu fee program
8. Processing Preliminary Jurisdictional Delineations and 404 Permits for various river park and other transportation-related projects, as required.

Appendix B: Corps' Budget Estimate

GS-11 Project Manager in Phoenix, Arizona

Basic hourly rate: $88.12
Daily rate: $705.00
Yearly: $156,509.21

Travel: $5,000.00