

DATE: July 23, 2015

TO: Watershed Conservation Authority Governing Board

FROM: Robert Romanek, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 16: Consideration of a resolution to authorize the Chair, or designee, to negotiate and enter into 1) a supplemental project agreement with the Angeles National Forest for the Oaks Picnic Area Maintenance Project; and, 2) additional supplemental project agreements in support of San Gabriel Canyon Improvements Project.

RECOMMENDATION: That the Watershed Conservation Authority (WCA) authorize the Chair, or designee, to negotiate and enter into 1) a supplemental project agreement with the Angeles National Forest for the Oaks Picnic Area Maintenance Project; and, 2) additional supplemental project agreements in support of San Gabriel Canyon Improvements Project.

PROJECT DESCRIPTION: The Angeles National Forest (ANF) and WCA partnered under a Master Participating Agreement (MPA) to develop and implement a comprehensive master development plan for the San Gabriel Canyon Improvements Project (SGC Project) Area (Exhibit A). The Project Area serves as the main gateway to the San Gabriel Mountains National Monument (Monument) and encompasses some of the most heavily utilized recreational destinations. The SGC Project focuses on visitor access, amenities and utilization of recreational opportunities within the region.

The MPA provides authorization from both parties to jointly work together to forward projects within the SGC Project Area. Supplemental project agreements (SPA) to the MPA are necessary to identify specific projects, and the related division of responsibilities and funding.

BACKGROUND: On June 25, 2015 the WCA Governing Board (Board) approved the SGC Project MPA (Exhibit B), the Board also authorized the Chair, or designee, to negotiate and enter into a SPA for San Gabriel River Cattle Canyon Improvements Project - Phase 1 and the Crystal Lake Recreational Project. A SPA was subsequently negotiated, and signed by the Chair on July 16, 2015. This agreement has not yet been returned by the ANF.

Oaks Picnic Area Maintenance Project SPA Authorization

On March 19, 2015, prior to the approval of the SGC Project MPA, the Board authorized the Executive Officer to negotiate and enter into a supplemental project agreement for the Oaks Picnic Area Improvement Project. This authorization was specific to amending the San Gabriel River Cattle Canyon Improvements Project MPA, which is in the process of being replaced by the SGC Project MPA. As such, the recommended action before the Board is for a similar authorization, to fall under the new MPA.

The Oaks Picnic Area Improvement Project is located within the San Gabriel River Cattle Canyon Improvements Project area (see Exhibit A), and includes: 1) Renovation of the project area with new

picnic tables, BBQ grills, hot coal bins, trash receptacles, landscape enhancements, and restroom refurbishment or replacement; 2) Installing signage that includes regulatory information (a listing of rules), interpretive information about sensitive habitat species and cultural interests, and vicinity map(s) that identify other nearby recreational opportunities; and, 3) Temporary safety improvements to non-vehicular access routes that lead down to the East Fork. The objectives of the supplemental project is to enact behavior changes among site users and provide inviting off-river picnicking opportunities to 1) create more sustainable recreation that supports ecological restoration within the project area, and 2) enhancement quality recreational amenities available for site users.

An aerial image of the Picnic Area, showing existing conditions and the location of the proposed improvements is included as Exhibit C. Further details about the project budget and timeline may be found with the March 19 staff report, attached as Exhibit D.

In addition to the change to the new MPA, modification from the March authorization includes an adjustment to the name of the supplemental project from Oaks Picnic Area Improvement Project to Oaks Picnic Area Maintenance Project. The name change is in response to the ANF, which has determined the project scope is ministerial in nature, identifying that the project is more appropriate described as a 'maintenance' project.

Additional SPA Authorization

ANF staff has indicated that federal funding is periodically available to the Forest for priority project, although these funds may only be available for a month or less before being direct to other priority project on other National Forest. In light of the sensitivity of these federal funding opportunities, staff is recommending authorization to the Chair, or designed, in order to negotiate SPA with the short opportunities that are available to obligate funds to the WCA for project of mutual interest. This will allow the WCA to negotiate and enter into new or modified SPA without delay due to the WCA Board meeting calendar.

As a condition of this authorization staff will implement a ratification procedure. If authorization is given, staff will take all new and modified SPA before the Board for ratification at the next regular Board meeting subsequent to agreement execution. If the Board does not approve ratification the SPA will be terminated within 45 days.

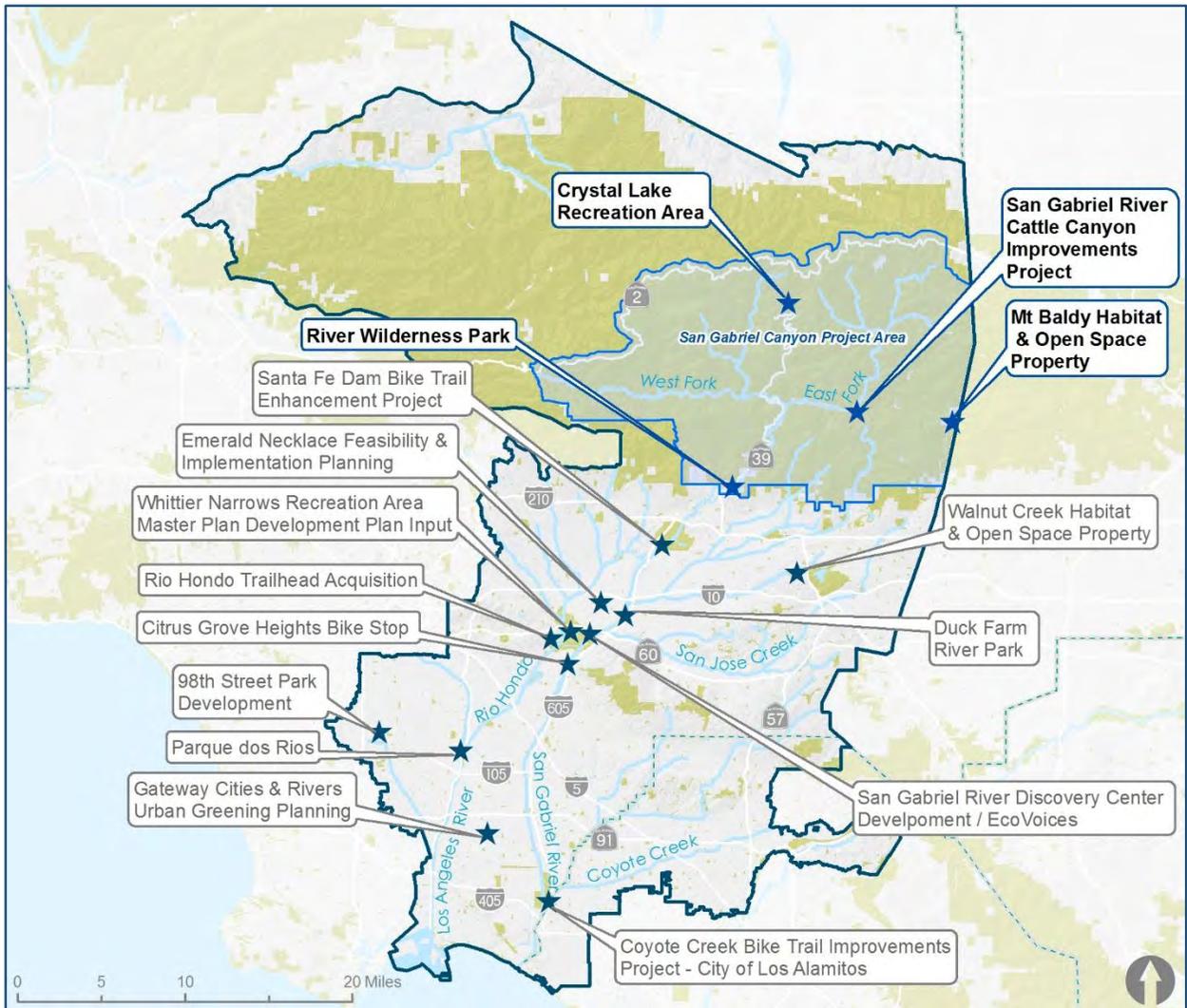
FISCAL INFORMATION: The proposed actions, if approved, will authorize the Chair, or designee, to enter into SPA that include financial plans that may direct federal funds to the WCA, as well as obligate WCA funds. Moneys directed to the WCA will be for consultant and contractor services and staff professional services in planning, outreach, and project management that supports the SGC Project.

Funds obligated by the WCA may be used for ANF professional services, and consultant and contractor fees incurred by ANF. WCA funds will also be used toward a 20% mandatory match requirement of the U.S. Forest Service, which can be credited from non-federal grant funding sources awarded to the WCA for any project within the scope and geographical context of the SGC Project MPA. For example, federal funding contribution to the Oaks Picnic Area Maintenance Project can be match with WCA funds that have been awarded by The Resource Legacy Fund for the same project. As an additional example, future non-federal grant awards to the WCA for the River Wilderness Park Entry Improvements Projects may be matched with federal funding contributions to the River Wildness Park development or other SGC Project activities, such as implementation of the Cattle Canyon improvements.



Exhibit A

Territory Map: San Gabriel Canyon Improvements Project



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WATERSHED CONSERVATION
AUTHORITY

FS Agreement No.	15-PA-11050100-015
Cooperator Agreement No.	1502SGC_M

**MASTER
PARTICIPATING AGREEMENT
Between The
WATERSHED CONSERVATION AUTHORITY
And The
USDA, FOREST SERVICE
ANGELES NATIONAL FOREST**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the Watershed Conservation Authority, hereinafter referred to as "WCA," and the USDA, Forest Service, Angeles National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

Background: The Watershed Conservation Authority (a local government of the State of California exercising joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the Los Angeles County Flood Control District) and the U.S. Forest Service share a mutual interest in improving the availability and accessibility of open space in the San Gabriel River Watershed. The Project is intended to introduce improvements in the Angeles National Forest area known as the San Gabriel Mountains National Monument. The initial project will be Crystal Lake Recreation Area which has a long history as a popular fishing, camping and hiking area dating back to the early 1920's. The site contains a historic amphitheater, outdoor fireplace and dance floor as well as several out buildings. Crystal Lake Recreation Area contains the largest campground on the Angeles National Forest (ANF). However, due to recent fires, flooding and drought the area has suffered greatly from a resource and public service standpoint. In addition, a series of heavy rain storms caused mud and rock flowing from the surrounding bowl-like mountains encircling the recreation area. State Highway 39, currently the only vehicle access to Crystal Lake, had been partially closed to the public after the record breaking rain season in 2005. When the road finally opened to Crystal Lake in 2011 the public use of the recreation area changed. Several of the campground loops were and are still closed due to remaining mud and debris flows. Only loops A, B and C are open to the public. The public has stated they are interested in different types of recreational opportunities other than the traditional tent camping. After the Monument Proclamation, the ANF started planning for redevelopment of the San Gabriel Canyon Area. Any plan must include addressing resource issues resulting from the fires, flooding and the drought conditions. Much of the trees and vegetation burned in the fires have not returned and the remaining trees are in jeopardy. In addition, the recreational use of the sites has not returned to pre-fire levels. As a result of the sensitive resource issues in the area, the historic significance of the site and the changing needs



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and desires of the public for developed recreation, the U.S. Forest Service has developed a Master Development Plan (Exhibit MPA-A) and Map (Exhibit MPA-B) that will guide the restoration of the resources and future development that will support sustainable recreation. Implementation of the proposed plan will address facility upgrades to the recreation areas, including replacement and installation of new site amenities such as picnic tables, fire rings, food lockers, as well as site improvements to parking areas. The plan will also include improvements to existing buildings such as roof repairs, plumbing and electrical upgrades, water system repairs and improvements for a new host site. If determined feasible, additional improvements will include the existing amphitheater and a full renovation of the historic dance hall area. Projects will be implemented in sections as funding and partners become available.

Title: SAN GABRIEL CANYON IMPROVEMENT PROJECT

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to conduct site planning and design; the development, production, and implementation of public surveys; the evaluation and implementation of interpretative environmental education programs; ecological restoration; environmental analysis; and recreation enhancement efforts. To accomplish these goals, the project will involve multiple categories as described in Exhibit MPA-A.

The projects will be accomplished in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

Land management and conservation agencies have a special responsibility to sustain diverse healthy and productive ecosystems while meeting the needs of the public. Public land use is increasing on the Angeles National Forest, challenging the management of natural and cultural resources. In order to meet these challenges, resource managers must work in partnership with conservation organizations. The WCA and the U.S. Forest Service will partner to design and implement the needed resources to address forest visitor needs and improve the overall health of the San Gabriel River. Together, we will be able help forest visitors increase their sense of stewardship towards public lands, while helping meet the U.S. Forest Service mission of "*Caring for the land and serving the people.*"

The objectives of this cooperative effort are to foster stewardship, improve the user experience, and restore and protect the natural resources.



In consideration of the above premises, the parties agree as follows:

III. WCA SHALL:

- A. LEGAL AUTHORITY. WCA shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Work cooperatively with the U.S. Forest Service to produce and review designs, plans, and survey and evaluation tools for the project; help apply adaptive management design implementation techniques for maximum flexibility and problem solving.
- C. The Project Description (Exhibit A) outlines the main categories of the work. WCA shall contribute resources for the planning, development and coordination of this partnership project in accordance with the Supplemental Project Agreements. Future funding contributions will be added through a modification, amendment or new supplement of this agreement. Projects undertaken by other partners shall be implemented under separate appropriate agreements.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Work cooperatively with the WCA to provide technical expertise and guidance in project planning, coordinating and the evaluation of the San Gabriel Canyon Project (Exhibit MPA-A), and meet with the WCA on a regular basis to review the objectives of the agreement and to discuss the projects development plan.
- B. Shall review and/or conduct the environmental compliance of this project.
- C. Review and approve designs, plans, and survey evaluation tools for the project.
- D. Apply adaptive management design implementation and management techniques for maximum flexibility and problem solving.
- E. Develop and implement interpretive and environmental education programs.
- F. Contribute resources for the planning, development and coordination of this partnership project in accordance with the Supplemental Project Agreements and their attached Financial Plans. Future funding contributions will be done through a modification, amendment or supplemental agreement, or separate project agreements.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

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- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Rob Romanek 100 N. Old San Gabriel Canyon Road. Azusa, CA 91702 626-815-1019 x108 626-815-1269 rromanek@wca.ca.gov	Mark Stanley 100 N. Old San Gabriel Canyon Road. Azusa, CA 91702 626-815-1019 x100 626-815-1263=9 mstanley@wca.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Sonja Bergdahl 701 N. Santa Anita Avenue Arcadia, CA 91006 626-574-5292 sbergdahl@fs.fed.us	Karen McWilliams 701 N. Santa Anita Avenue Arcadia, CA 91006 Telephone: 626-574-5221 FAX: Email: ktmcwilliams@fs.fed.us

- B. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. **SUPPLEMENTAL PROJECT AGREEMENTS (SPA).** Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or WCA are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To WCA, at WCA's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.



- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or WCA from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of WCA's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of WCA's products or activities.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.
WCA agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as WCA hereby willingly agree(s) to assume these responsibilities.
- Further, WCA shall provide any necessary training to WCA's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. WCA shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- J. ELIGIBLE WORKERS. WCA shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). WCA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.



1. Financial Reporting

WCA shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

WCA shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

WCA shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. WCA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. WCA shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

WCA shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

- L. AGREEMENT CLOSEOUT. WCA shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to WCA must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by WCA.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- M. PROGRAM PERFORMANCE REPORTS. WCA shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.



Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

WCA shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with WCA's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- N. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. WCA shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. WCA shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

WCA shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- P. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees,



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volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Q. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of WCA's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- R. PROPERTY IMPROVEMENTS. Improvements placed by WCA on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements. No part of this agreement entitles WCA to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- S. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following WCA's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). WCA shall maintain cost and price analysis documentation for potential U.S. Forest Service review. WCA is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- T. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. WCA is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:
- "The Angeles National Forest of the U.S. Forest Service, U.S. Department of Agriculture" proudly supports the San Gabriel Mountains Monument project."
- U. WCA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. WCA is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.
- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WCA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement. Interpretive materials shall be produced under separate agreement when necessary.
- W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If WCA materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or



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Z. DEBARMENT AND SUSPENSION. WCA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WCA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

AA. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

BB. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through July 1, 2020 at which time it will expire.

CC. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

6-25-15

BRIAN MEJIA, GOVERNING BOARD CHAIR
Watershed Conservation Authority

Date

7/1/2015

For JEFFREY VAIL, FOREST SUPERVISOR
U.S. Forest Service, Angeles National Forest
San Gabriel Mountain National Monument



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regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the WCA or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for WCA's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

X. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and WCA agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by WCA to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, WCA shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to WCA for the United States Federal share of the non-cancelable obligations properly incurred by WCA up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

Y. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

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The authority and format of this agreement have been reviewed and approved for signature.

Karen McWilliams

 KAREN MCWILLIAMS
 U.S. Forest Service Grants Management Specialist

6-22-15

 Date

Burden Statement
<p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information</p>
<p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</p>
<p>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.</p>

**EXHIBIT MPA-A
ANGELES NATIONAL FOREST &
SAN GABRIEL MOUNTAINS NATIONAL MONUMENT**

**MASTER AGREEMENT
San Gabriel Canyon Project**

STATEMENT OF WORK:

Project Overview: This project consists of planning and implementing improvements to San Gabriel Canyon to enhance recreational opportunities while protecting and restoring natural resources.

Background: October 10, 2014 the President proclaimed the following “NOW, THEREFORE, I, BARACK OBAMA, President of the United States of America, by the authority vested in me by section 2 of the Antiquities Act, hereby proclaim the objects identified above that are situated upon lands and interests in lands owned or controlled by the Government of the United States to be the San Gabriel Mountains National Monument (Monument)...” The Monument is the heaviest used area on the Angeles National Forest (ANF), which receives more than 4 million visitors per year. This number is expected to increase now that the area has been designated a national monument. In a region with limited open space, the mountains are the backyard for many highly urban and culturally diverse communities. Monument designation will vastly enhance recreational access, interpretive and environmental education and bolster already strong partnerships between the Forest Service and neighboring communities and local governments. In addition, the Forest Service mission is to sustain the health, diversity and productivity of the Nation’s forest and grasslands to meet the needs of present and futures generations.

The Watershed Conservation Authority (WCA) is a local government of the State of California exercising joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the Los Angeles County Flood Control District. The WCA and the US Forest Service share a mutual interest in improving the availability and accessibility of open space in the San Gabriel River Watershed. The San Gabriel Canyon Project is intended to plan, design and implement a diverse range of improvements in San Gabriel Canyon (SGC).

Project Description: The ANF proposes a comprehensive and integrated Master Development Plan of SGC located in the Monument and the adjacent land, including the Gateway and WCA properties at River Wilderness Park and Mt Baldy. San Gabriel Canyon is the main gateway into the Monument, while Mt Baldy serves as the eastern corridor into the Monument through Glendora Ridge Road. The attached SGC Project Map (Exhibit MPA-B) will show the project limits and locations of some of the recreation areas that can be improved as a direct result of this project.

The plan components include, but are not limited to:

- Planning of improvements, additions, expansion and potential reduction of developed recreation sites (Campgrounds, Picnic Areas, Trailheads, Off Highway Areas, etc.), trails, and dispersed recreation (including San Gabriel River Cattle Canyon Improvements Project) and in the Mt Baldy Recreation Area.
- Development of a conceptual transit plan linking and extending public transportation from the community into the canyon. Connection of Highway 39 (CA State Route 39) to Highway 2 (Angeles Crest Scenic Byway) is a priority to provide a transportation link from the eastern portion of the Monument to the North Western portion of the Monument.
- Analyze, develop and plan means to manage capacity to assure sustainable recreation and protection of resources. Attention should be placed on improving safe parking conditions that increase efficiency and capacity.

In addition the scope of the project will include the following to accomplish implementation of the Master Development Plan:

- Environmental analysis (NEPA, CEQA)
- Conceptual design
- Construction design including specification and drawings
- Construction

The Forest Service shall provide the WCA with:

- Existing site surveys and topographical maps
- Site plans
- Resource surveys
- As-built drawings of previous construction projects
- Senior student project reports
- Infrastructure database information
- Available GIS data

WCA shall provide services, as specified by Supplemental Project Agreements and as funded, comprising of:

- Planning and outreach, including but not limited to:
 - Public and stakeholder engagement activities
 - Project scoping
 - Existing conditions investigations and field reconnaissance
 - Environmental review, studies, document preparation
 - Sociological context investigations
 - Topographic survey
 - Feasibility analysis
 - Utility and infrastructure planning
 - Transportation planning that includes a Transit Plan
 - Site programming, site planning and concept development
 - Preparation of master development plans and reports

- Design development, including but not limited to:
 - Signage design
 - Interpretive design
 - Preparation of construction documents and specifications
 - Permitting assistance
- Construction and implementation, including but not limited to:
 - Construction contracting
 - Construction management
 - Bid support
 - Construction/field observations
- Project management and administrative services

Initial Project to be incorporated into Supplemental Project Agreement:
Project 1 – Crystal Lake Recreation Area

In addition to the proposed initial project at Crystal Lake, WCA is working on the following projects within San Gabriel Canyon which will be included in this agreement;

- San Gabriel River Cattle Canyon Improvements Project
 - Designed as a pilot study, the project seeks to promote stewardship of public lands along a portion of the East Fork of San Gabriel River. The project includes: 1) development and implementation of an interpretive outreach and environmental education program, 2) production of a site development plan to enhance recreational quality and provide for ecosystem restoration, and 3) completion of environmental review, studies, document preparation for NEPA and CEQA clearance
- River Wilderness Park Entry Improvements at Azusa River Wilderness Park
 - Development and construction of new facilities at Canyon Inn property which will serve as a gateway to the Monument. Project includes a new roundabout at Highway 39 intersection, new bike path extension, new picnic areas, enhanced parking, new restrooms, new walking paths and interpretive trail, new river overlook and terrace, a new Concession/Café building, a new Pavilion building, and a new Welcome Center with nature and environmental displays.
- Mount Baldy Wilderness Preserve Programing and Management
 - Management of an approx. 270 acre portion of the former Mount Baldy Ranch as accessible public open space within the San Antonio Creek Watershed, and development of environmental education and interpretation programming.

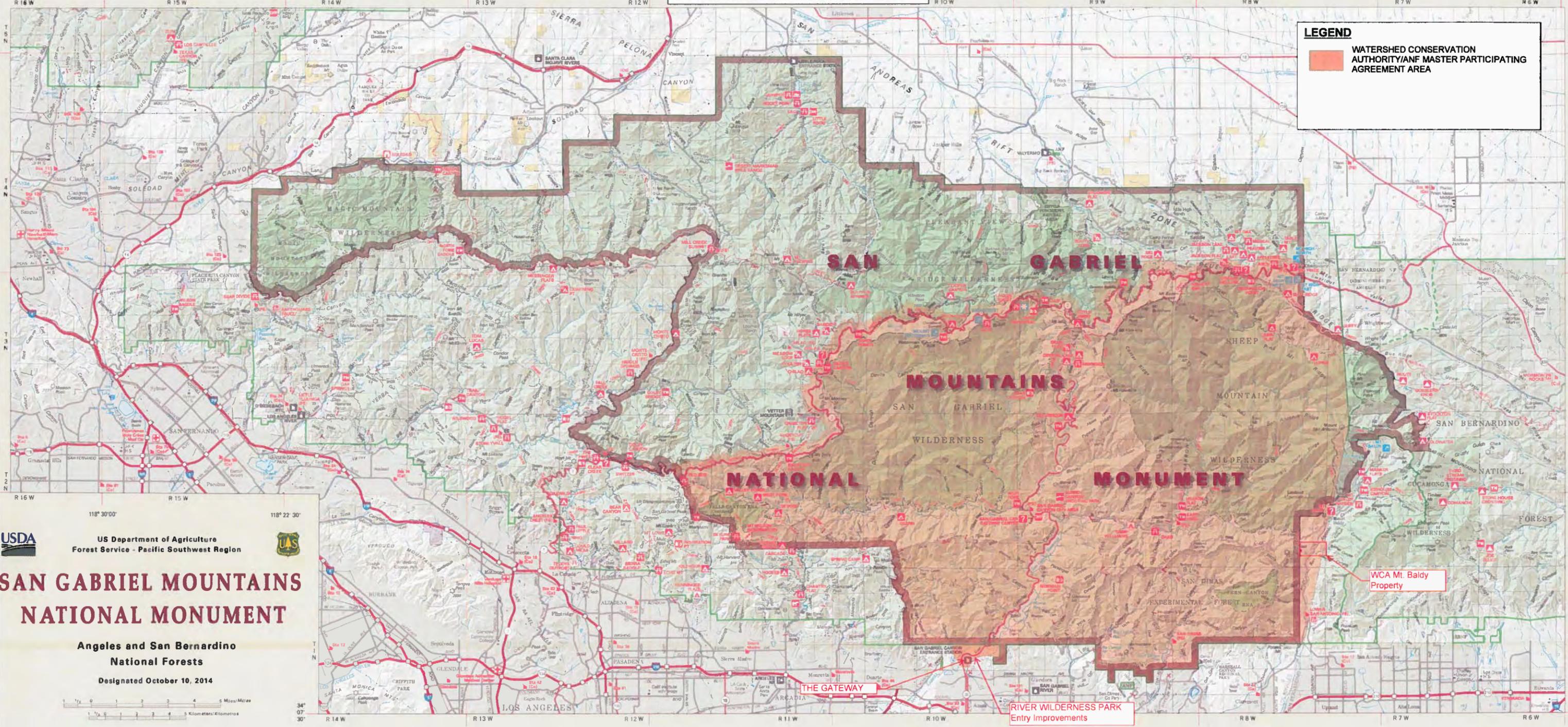
Additional master planning efforts are underway at Rincon OHV area in cooperation with Los Angeles County Parks and Recreation.

RECEIVED
MAY 11 2015
10:30 AM
WILSON COUNTY PARKS & RECREATION
1700

EXHIBIT MPA-B

LEGEND

 WATERSHED CONSERVATION AUTHORITY/ANF MASTER PARTICIPATING AGREEMENT AREA



USDA US Department of Agriculture
Forest Service - Pacific Southwest Region

SAN GABRIEL MOUNTAINS NATIONAL MONUMENT

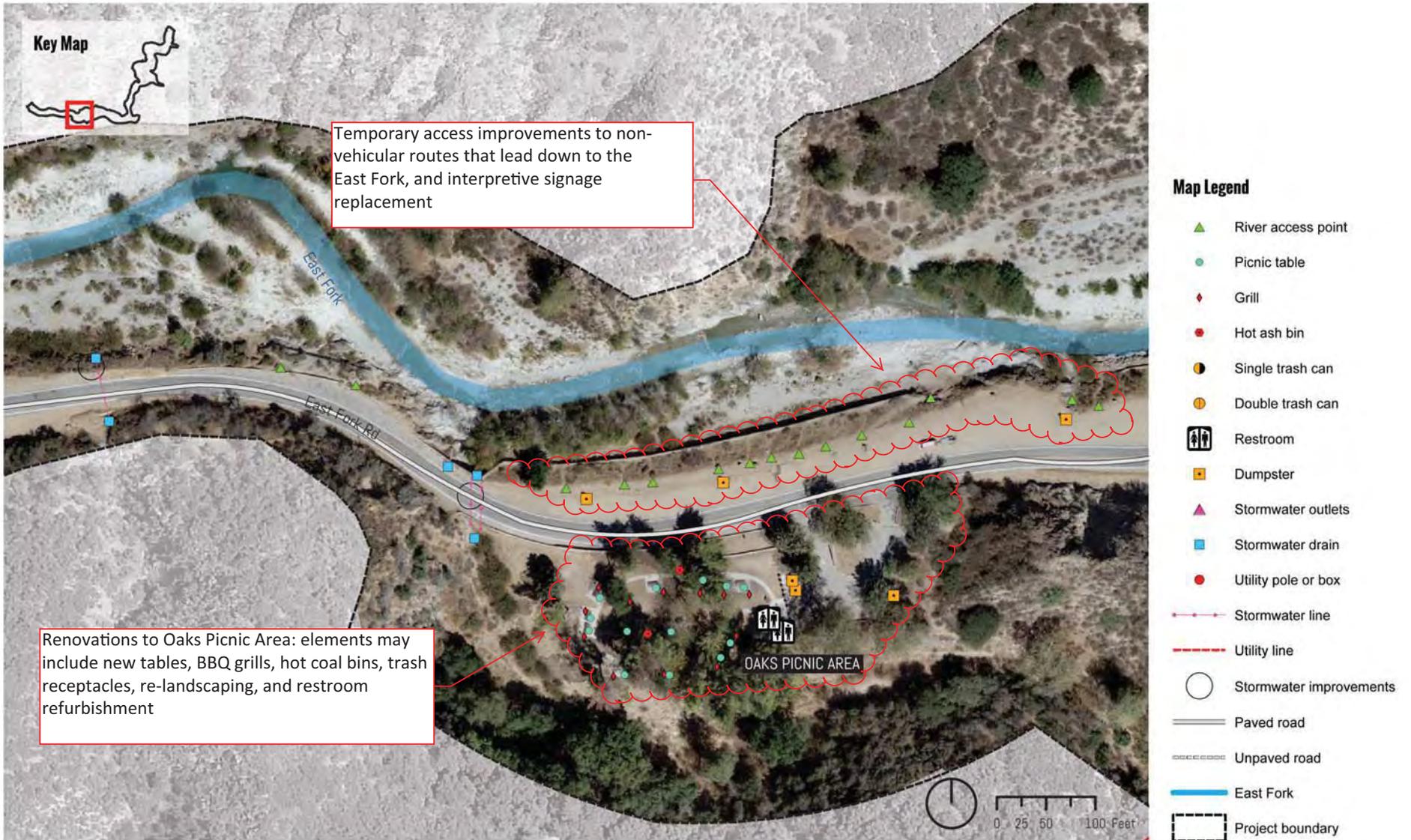
Angeles and San Bernardino National Forests

Designated October 10, 2014

Scale: 0 1 2 3 4 5 Miles/Miles
0 1 2 3 4 5 Kilometers/Kilometers

This map is not intended for navigational purposes. Obtain the most current US Top (USPTM) from the nearest Forest Service Office for travel regulations and details open to motorist use. Map prepared by USDA Forest Service, Pacific Southwest Region, District of Service, Van Nuys, CA, October 21, 2014. Source: USFS Enterprise Data, September 2013.

SITE MAP | Oaks Picnic Area Maintenance Project



DATE: March 19, 2015

TO: WCA Governing Board

FROM: Rob Romanek, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 12: Consideration of a resolution to 1) negotiate and enter into a supplemental project agreement with the United State Forest Service to accept funds to provide professional services for the Oaks Picnic Area Improvement Project; and, 2) accept funds from the Resource Legacy Fund and National Forest Foundation.

RECOMMENDATION: That the Watershed Conservation Authority (WCA) authorize the Executive Officer to: 1) negotiate and enter into a supplemental project agreement with the United States Forest Service to accept funds to provide professional services for the Oaks Picnic Area Improvement Project; and 2) negotiate and enter into funding agreements with Resource Legacy Fund and National Forest Foundation to accept funds.

PROJECT DESCRIPTION: The Oaks Picnic Area Improvement Project is a newly proposed offshoot of the San Gabriel River Confluence with Cattle Canyon Improvement Project (Cattle Canyon Project). This new project includes site improvements within and closely surrounding the existing Oaks Picnic Area, located along the East Fork of the San Gabriel River (East Fork) within the Angeles National Forest (ANF) and the newly established San Gabriel Mountains National Monument (SGMNM). Proposed to be completed over a nine-month timeframe, elements of the Oaks Picnic Area Improvement Project are currently proposed to include:

- 1) Renovating the project area with new picnic tables, BBQ grills, hot coal bins, trash receptacles, landscape enhancements, and restroom refurbishment or replacement.
- 2) Installing signage that includes regulatory information (a listing of rules), interpretive information about sensitive habitat species and cultural interests, and vicinity map(s) that identify other nearby recreational opportunities.
- 3) Temporary safety improvements to non-vehicular access routes that lead down to the East Fork.

A territory map showing the location of the project site is included as Exhibit A, and an aerial image of the Picnic Area, showing existing conditions and the location of the proposed improvements is included as Exhibit B.

BACKGROUND: The WCA is currently conducting a pilot study along the East Fork in collaboration with the U.S. Forest Service known as the San Gabriel Confluence with Cattle Canyon Improvements Project (Cattle Canyon Project). The Cattle Canyon Project seeks to address unsustainable recreation practices¹, which includes habitat disturbance and increased risk to human health from water contact recreation. Other goals of the project seeks to improve safety, and to enhance the visitor experience and quality of recreational amenities provided along the river.

Included within the current Phase 1 of Cattle Canyon Project is a planning study, and an outreach program focused on the prevention of specific harmful recreational behaviors through an information campaign meant to build awareness among site users. The former of these two elements, the planning study, includes a comprehensive site assessment and conceptual planning process that has identified opportunities for physical improvements, and to a lesser extent, management considerations that will improve site conditions.

To date, this ongoing Cattle Canyon planning work has identified opportunities for both short-term and long-term improvements; some of the opportunities are ministerial in nature and require limited planning, design, and permitting, while other improvements are more complex, requiring more intensive technical studies, public input, and more intensive design, policy analysis and environmental documentation. These long-term opportunities are also subject to greater regulatory permitting requirements that collectively amount to the need for multi-year program.

Subsequent phases of the Cattle Canyon are envisioned to pursue these more long-term improvements, while the Oaks Picnic Area Improvement Project offers the opportunity to advance the much needed short-term physical enhancements within a nine-month timeline. As such, ANF seeks to implement these short-term improvements with assistance from partners that include the WCA, the National Forest Foundation (NFF), the San Gabriel Mountains Forever (SGMF), and The Resource Legacy Fund (RLF).

The proposed role of the WCA is to coordinate and manage the planning, design, and construction administration activities. In evaluating the project description, staff estimates a project budget of \$400,000. This total has broken into specific tasks as follows:

Task 1: Planning and Design	\$40,000
Task 2: Plan Check by ANF	<i>Provided in-house by ANF</i>
Task 3: Permitting/NEPA Compliance	<i>Provided in-house by ANF</i>
Task 4: Construction Administration	\$30,000
Task 5: Implementation	\$270,000
Task 6: WCA Project Management & Coordination	<u>\$60,000 – Fixed at 15% of project total</u>
Grand Total:	\$400,000

Corresponding to the proposed nine-month timeline, a preliminary schedule has also been developed by staff, and is provided below.

	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Execute Project Agreements									
Acquire Planning & Design Consultant									
Task 1: Planning and Design									
Task 2: Plan Check by ANF									
Task 3: Permitting/NEPA Compliance									
Acquire CM Consultant									
Task 4: Construction Administration									
Task 5: Implementation									
Task 6: WCA PM & Coordination									

Funding for the project will use a combination of private resources, federal funding appropriations from ANF, and, potentially, State funding from the River and Mountains Conservancy. In an effort to expedite the initiation of project planning and design, authorizations are requested to accelerate execution of

funding agreements prior to the May meeting of the WCA. These authorizations are further described as follows:

1. Authorization for the Executive Officer to negotiate and enter into a supplemental project agreement with the U.S. Forest Service to accept funding to provide professional services for Oaks Picnic Area Improvement Project: ANF staff has identified that federal funding may be available to the WCA for planning, design, project management and construction management services. The requested authorization would allow the Executive Officer to negotiate and enter into a supplemental project agreement, supplementing the existing Master Participating Agreement between the WCA and ANF for the Cattle Canyon Project, and directing up to \$130,000 in funding to the WCA for the above listed Tasks 1, 4, and 6. The WCA would in-turn use this funding for staff time in providing professional project management and coordination, as well as in retaining planning, design, and construction administration consulting services through the existing WCA Construction Management & Specialty Services Master Agreement and the adopted request for services (RFS) process.
2. Authorization for the Executive Officer to negotiate and enter into funding agreements, and to accept funds from The Resources Legacy Fund and the National Forest Foundation: In addition to the above described acceptance of federal funding, private funding may also be available to the WCA from the San Gabriel Mountains National Monument Fund, managed by the National Forest Foundation (NFF), and the San Gabriel Mountains Forever (SGMF) Community Fund, managed by The Resource Legacy Fund (RLF). Acceptance of these private financial resource may also be used toward Tasks 1, 4, and 6; the WCA would charge staff time for professional project management and coordination, and retain planning, design, and construction administration consulting services by use of the existing WCA Construction Management & Specialty Services Master Agreement and the adopted RFS process.

In providing further details about these private funding sources, the NFF is a 501(c)3 organization, chartered by Congress, that works with the U.S. Forest Service to restore and enhance our nation's National Forest, promoting the health and public enjoyment of the National forest System and administering private gifts of funds to benefit National Forest. Specific to the Los Angeles region, NFF has recently established a \$3 million fund for high priority work on the SGMNM. Preliminary discussions with NFF has indicated that up to \$200,000 may be available for the Oaks Picnic Area Improvements Project.

Additionally, SGMF is an organized collaborative partnership of residents, cities, local business owners, faith and community leaders, health and environmental justice organizations, and recreation and conservation groups working to protect the San Gabriel Mountains and rivers. SGMF works in local communities to build support for protection of, and increased access to, the regions forests, rivers and parks. In an effort to further SGMF work, and following President Obama's designation of the SGMNM, philanthropic organizations include the William and Flora Hewlett Foundation, Wyss Foundation, Annenberg Foundation, David and Lucile Packard Foundation, RLF, the California Community Foundation, and The California Endowment, along with other foundations, have established a \$500,000 San Gabriel Mountains Forever Community Fund, which is managed by RLF. Preliminary discussions with SGMF has indicated that up to \$100,000 may be available for the Oaks Picnic Area Improvements Project.

FISCAL INFORMATION: WCA staff and consultant services are anticipated to be up to \$130,000, of which at least \$60,000 would fund WCA staff time, to provide professional planning, design, construction management, and project management activities in supporting the ANF in implanting this short-term Oaks Picnic Area Improvements Project.

The recommended authorizations under this item will have the following fiscal effect:

1. Authorization for the Executive Officer to negotiate and enter into a supplemental project agreement with the U.S. Forest Service to accept funds would allow for up to \$130,000 to be directed to the WCA for professional services in assisting the ANF in planning, designing, construction administration, and project management in support Oaks Picnic Area Improvements Project.
2. Authorization for the Executive Officer to negotiate and enter into funding agreements, and to accept funds from NFF, would allow for up to \$200,000 to be directed to the WCA. Any portion of accepted funding that exceeds negotiated cost for WCA professional services will be held by the WCA until such time as it can be directed to the ANF and/or returned to NFF.
3. Authorization for the Executive Officer to negotiate and enter into funding agreements, and to accept funds from RLF, would allow for up to \$100,000 to be directed to the WCA. Any portion of accepted funding that exceeds negotiated cost for WCA professional services will be held by the WCA until such time as it can be directed to the ANF and/or returned to RLF.

NOTES:

ⁱ The Land Management Plan for the Angeles National Forest identifies a number of issues along the East Fork including, but not limited to concentrated public overuse, the imposition of a trash TMDL due to recreational activity, and identification that the river focused recreational activities are affecting riparian-dependent species. Additionally, the Regional Water Board has identified within its 2000 East Fork Trash Total Maximum Daily Load that recreational use of the river is very likely a significant source of bacterial pollution that is harmful to human health.

July 23, 2015 - Item 16

RESOLUTION 2015-32

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AUTHORIZE THE CHAIR, OR DESIGNEE, TO NEGOTIATE AND ENTER INTO 1) A SUPPLEMENTAL PROJECT AGREEMENT WITH THE ANGELES NATIONAL FOREST FOR THE OAKS PICNIC AREA MAINTENANCE PROJECT; AND, 2) ADDITIONAL SUPPLEMENTAL PROJECT AGREEMENTS IN SUPPORT OF SAN GABRIEL CANYON IMPROVEMENTS PROJECT.

WHEREAS, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action authorizes the Chair, or designee, to negotiate and enter into a supplemental project agreement to the San Gabriel Canyon Impairments Project Master Agreement with the Angeles National Forest for the Oaks Picnic Area Maintenance Project; and

WHEREAS, this action authorizes the Chair, or designee, to negotiate and enter into additional supplemental project agreements in support of San Gabriel Canyon Improvements Project; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated July 23, 2015.
4. **AUTHORIZES** the Chair, or designee, to negotiate and enter into a supplemental project agreement to the San Gabriel Canyon Impairments Project Master Agreement with the Angeles National Forest for the Oaks Picnic Area Maintenance Project
5. **AUTHORIZES** the Chair, or designee, to negotiate and enter into additional supplemental project agreements in support of San Gabriel Canyon Improvements Project.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On July 23, 2015

Brian Mejia, Chairperson

ATTEST: _____
Terry Fujimoto
Deputy Attorney General