

DATE: September 24, 2015

TO: Watershed Conservation Authority Governing Board

FROM: Robert Romanek, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 11: Consideration of a resolution to ratify a Supplemental Project Agreement to the San Gabriel Canyon Improvements Project Master Agreement.

RECOMMENDATION: That the Watershed Conservation Authority (WCA) ratify a Supplemental Project Agreement to the San Gabriel Canyon Improvements Project (SGC Project) Master Agreement.

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 SGC 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. As related to this agreement, the Cattle Canyon Improvements Project and the River Wilderness Park Entry Improvements Project are both located 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 July 23, 2015 the WCA Governing Board authorized the Chair, or designee, to negotiate and enter into supplemental project agreements under the SGC Project Master Agreement. In mid-August 2015, the ANF notified that they had \$250,000 in funding to obligate to the WCA to support the SGC Project. ANF also identified that it was urgent to execute a SPA to secure the funding. Therefore the SPA was negotiated and signed by WCA on August 27, 2015. Noncash contributions by the WCA in the amount of \$100,000 were also included, which meet mandatory federal match requirements.

The \$250,000 in contributions from the ANF is to be used for Phase 1 of the Cattle Canyon Improvements Project. In exchange, the WCA has agreed to a noncash contribution of \$10,000 toward the Cattle Canyon Project, which is funded by an RMC grant (RMC09105), and a \$90,000 noncash contribution toward the development of the River Wilderness Park Entry Improvements, which is slated to be funded as a portion of the \$997,000 award in Proposition A as recommended by staff from the Los Angeles County Park and Open Space District under the 2015 Countywide Competitive Grant Program. This Proposition A funding will support development of an adventure play area and a park pavilion as components of the RWP Entry Improvements Project. The collective ANF and WCA contributions to the Cattle Canyon Project will be used to support planning for the implementation of the Site Development Plan, and/or future educational outreach programming. Specific details of how these contributions are determined between the ANF and WCA. The fully signed SPA attachment is included as Exhibit B.

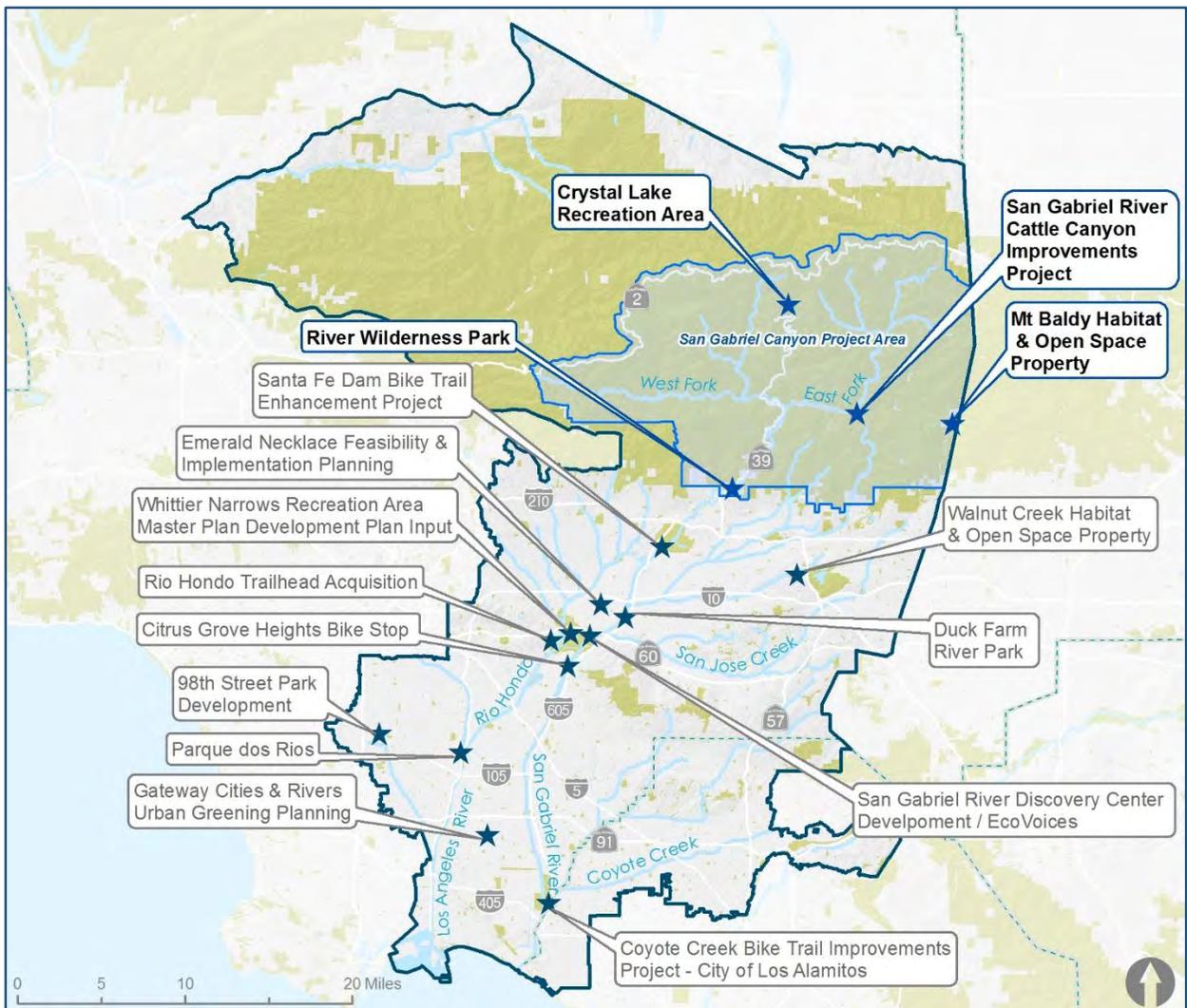
FISCAL INFORMATION: The performance period of this SPA runs through July 1, 2020. The WCA obligation to contribute \$10,000 in noncash obligation toward the Cattle Canyon Project will be expended within FY 2015/2016, as consistent with the adopted budget and RMC grant budget. The noncash obligations in the amount of \$90,000 for the development of the RWP is anticipated to be expended within Fiscal Year 2017/2018.

ANF and WCA will determine project expenditures for the \$250,000 cash contribution to the WCA, at which time a specific budget will be bought before the Board, which is anticipated within this current fiscal year. Expenditure anticipated beyond June 30, 2016 will be carried over to the year's budget.



Exhibit A

Territory Map: San Gabriel Canyon Improvements Project





USDA, Forest Service

OMB 0596-0217
FS-1500-16B

FS Agreement No. 15-PA-11050100-020
Cooperator Agreement No. 1502SGC 02

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER PARTICIPATING AGREEMENT # 15-PA-11050100-015
BETWEEN
WATERSHED CONSERVATION AUTHORITY
AND THE
USDA, FOREST SERVICE
ANGELES NATIONAL FOREST

This Supplemental Project Agreement (SPA) 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," as specified under the provisions of Master Participating Agreement #15-PA-11050100-015.

Title: PROJECT 2: San Gabriel River Cattle Canyon Improvement and
PROJECT 3: River Wilderness Park Entry Improvements

I. GENERAL PROJECT DESCRIPTION

The San Gabriel River Cattle Canyon Improvements Project (Cattle Canyon Project) addresses recreation management issues and resource impacts along portions of the East Fork of the San Gabriel River near the vicinity of the confluence with Cattle Canyon Creek. The project promotes stewardship of public lands through elements that include: 1) development and implementation of an interpretive environmental outreach program, 2) completion of a visitor use survey, 3) production and implementation of a site development plan to enhance recreational quality and provide for ecosystem restoration, and 4) an overall evaluation of this pilot program. This Supplemental Agreement adds financial resources to the Cattle Canyon Project.

The WCA is the owner and operator of the River Wilderness Park, located directly south of the San Gabriel Mountains National Monument, at the entry to the San Gabriel Canyon. The River Wilderness Park Entry Improvements Project (RWP Entry Project) is the realization of a community-supported plan to develop a regional wilderness park along a natural stretch of the San Gabriel River. Key benefits of the RWP Entry Project include conserving and enhancing functional watershed open space, preserving ecologically significant land for the public, encouraging outdoor activity, and providing facilities for cultivate awareness, appreciation, and stewardship of natural resources. Components of the RWP Entry Project include extension of a regional bicycle path into the park, including the development of a roundabout (rotary) on State Route 39 to facilitate safe pedestrian and bicycles crossing, and development.

These components in the Scope of Work (Attachment B) embody the above stated benefits as central parts of the plan to draw people into the park, and to provide enriching spaces to experience nature based-recreation and exploration. This Supplemental Agreement includes a non-cash contribution of financial resources to the RWP Entry Project. The attached map



(Attachment C) shows the project areas which are also referenced in the Master Participating Agreement documents.

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

II. RESPONSIBILITIES:

A. The WCA shall:

1. Collaborate with implementation of all phases of the Cattle Canyon Project and perform in accordance with the attached Financial Plan (Attachment A) and Scope of Work (Attachment B). This involves the initial planning, development and coordination of this partnership project in the development, design and implementation of an interpretive environmental education program and the development, production, and implementation of a visitor use survey within the confluence of the project area. Any changes to the project will be done through a modification or amendment of this agreement or a new supplement to the Master Agreement.
2. Contribute non-cash financial resources to the RWP Entry Project in accordance with the attached Financial Plan and Scope of Work. Future funding contributions will be done through a modification or amendment of this agreement or a new supplement to the Master Agreement.

B. The U.S. Forest Service shall:

1. Collaborate with implementation and contribute \$250,000 to be used for the Cattle Canyon Project in accordance with the attached Financial Plan. This involves the initial planning, development and coordination of this partnership project the development, design and implementation of an interpretive environmental education program and the development, production, and implementation of a visitor use survey within the confluence of the project area. Future funding contributions will be done through a modification or amendment of this agreement or a new supplement to the Master Agreement.
2. Collaborate with implementation of the RWP Entry Project, inclusive of an advisory role in the planning, design, development and coordination of this capital park development project. Any changes to these responsibilities will be done through a modification or amendment of this agreement or a new supplement to the Master Agreement.
3. ADVANCE PAYMENT. The U.S. Forest Service shall make advance payment upon receipt of an invoice from the WCA. The invoice must be submitted no more than monthly and the total must not exceed the U.S. Forest Service's share of anticipated expenses as identified on the financial plan. The first invoice may request an advance based on an estimated cost not to exceed 30 days expenditures.



Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice, separated by U.S. Forest Service and the WCA's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs. If the WCA receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the U.S. Forest Service upon expiration of this agreement. The final invoice from the WCA must be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The WCA's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period.
6. Statement that the invoice is a request for payment by 'advance'.
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable.

The invoice must forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

4. **LIMITATION OF FUNDS.** U.S. Forest Service funds in the amount of \$250,000 are currently available for performance of this agreement through July 1, 2020. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment above this amount until WCA receives notice of availability confirmed in a written modification by the U.S. Forest Service.

III. CONTACTS & TIME LIMITS:

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 626-815-12639 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 Telephone: 626-574-5292 Email: sbergdahl@fs.fed.us	Karen McWilliams 701 N. Santa Anita Avenue Arcadia, CA 91006 Telephone: 626-574-5221 Email: ktmcwilliams@fs.fed.us

B. **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, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

C. **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.

IV. APPROVAL

A. 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.


 FOR MARK STANLEY, EXECUTIVE OFFICER
 Watershed Conservation Authority

8-27-2015
 Date


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

8/27/05
 Date

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


 TERESA PORTER
 U.S. Forest Service Grants Management Specialist

8/27/2015
 Date

Burden Statement

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.

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).

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.

OMB 0596-0217
FS-1500-17B

U.S. Forest Service

Attachment: USFS Agreement No.: 15-PA-11050100-020 Mod. No.:
 Cooperator Agreement No.: 1502SGC 02

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	
Direct Costs						
Salaries/Labor	\$0.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00
Travel	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Printing	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00
Other	\$0.00	\$147,500.00	\$100,000.00	\$0.00	\$247,500.00	\$247,500.00
Other						\$0.00
Subtotal	\$0.00	\$225,000.00	\$100,000.00	\$0.00	\$325,000.00	\$325,000.00
Coop Indirect Costs		\$25,000.00	\$0.00		\$25,000.00	\$25,000.00
FS Overhead Costs	\$0.00				\$0.00	\$0.00
Total	\$0.00	\$250,000.00	\$100,000.00	\$0.00	\$350,000.00	\$350,000.00
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (c) = (f)	(f) 71.43%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 28.57%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Deputy Executive Officer		\$53.08	71.63	\$3,802.00
Fiscal Manager		\$40.49	50.00	\$2,024.50
Project Manager		\$36.02	500.00	\$18,010.00
Administrative Clerk		\$23.27	50.00	\$1,163.50
				\$0.00
Non-Standard Calculation				
Coordination with LA County DPW				\$15,000.00
Total Salaries/Labor				\$40,000.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Transportation for Projects 2 and 3		\$250.00	10.00	\$2,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Travel				\$2,500.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Equipment	\$0.00
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Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
Signage			\$10,000.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Supplies/Materials	\$10,000.00
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Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
Transportation Plan Printing and Mapping			\$25,000.00
Non-Standard Calculation			
			\$0.00
Total Printing			\$25,000.00

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
Project 2 - Cattle Canyon Project	1.00	\$65,000.00	\$65,000.00
Project 3 - RWP Entry Project	1.00	\$82,500.00	\$82,500.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Other	\$147,500.00
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Subtotal Direct Costs	\$225,000.00
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Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$225,000.00		\$25,000.00
Total Coop. Indirect Costs			\$25,000.00

TOTAL COST	\$250,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00
Non-Standard Calculation				
Total Salaries/Labor				\$0.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Non-Standard Calculation				
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
Non-Standard Calculation				
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
Non-Standard Calculation				

Total Supplies/Materials	\$0.00
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Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
Project 2 - Cattle Canyon Project	1.00	\$10,000.00		\$10,000.00
Project 3 - RWP Entry Project	1.00	\$90,000.00		\$90,000.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Other				\$100,000.00

Subtotal Direct Costs	\$100,000.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$100,000.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$100,000.00
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Attachment B

15-PA-11050100020
1502SGC 02

SCOPE OF WORK

PROJECT 2 – San Gabriel River Cattle Canyon Improvements Project (continuation of work started in prior Supplemental Agreement that addresses PHASE 1)

Land management and conservation agencies have a special responsibility to sustain diverse healthy and productive ecosystems while meeting the needs of the public. Recreational and other public land use is increasing within the Angeles National Forest, with much of the use within the San Gabriel Canyon, challenging the management of natural and cultural resources.

The objective of this cooperative effort is to foster stewardship, improve the user experience, and restore and protect natural resources. Work will include:

1. Site planning and design
2. Development, production, and implementation of public surveys
3. Evaluation and implementations of interpretive environmental education programs
4. Ecological restoration
5. Environmental analysis
6. Recreation enhancement efforts

PHASE 2

This entails the implementation of the site development plan, and additional implementation of an interpretive environmental education program as well as an additional program evaluation.

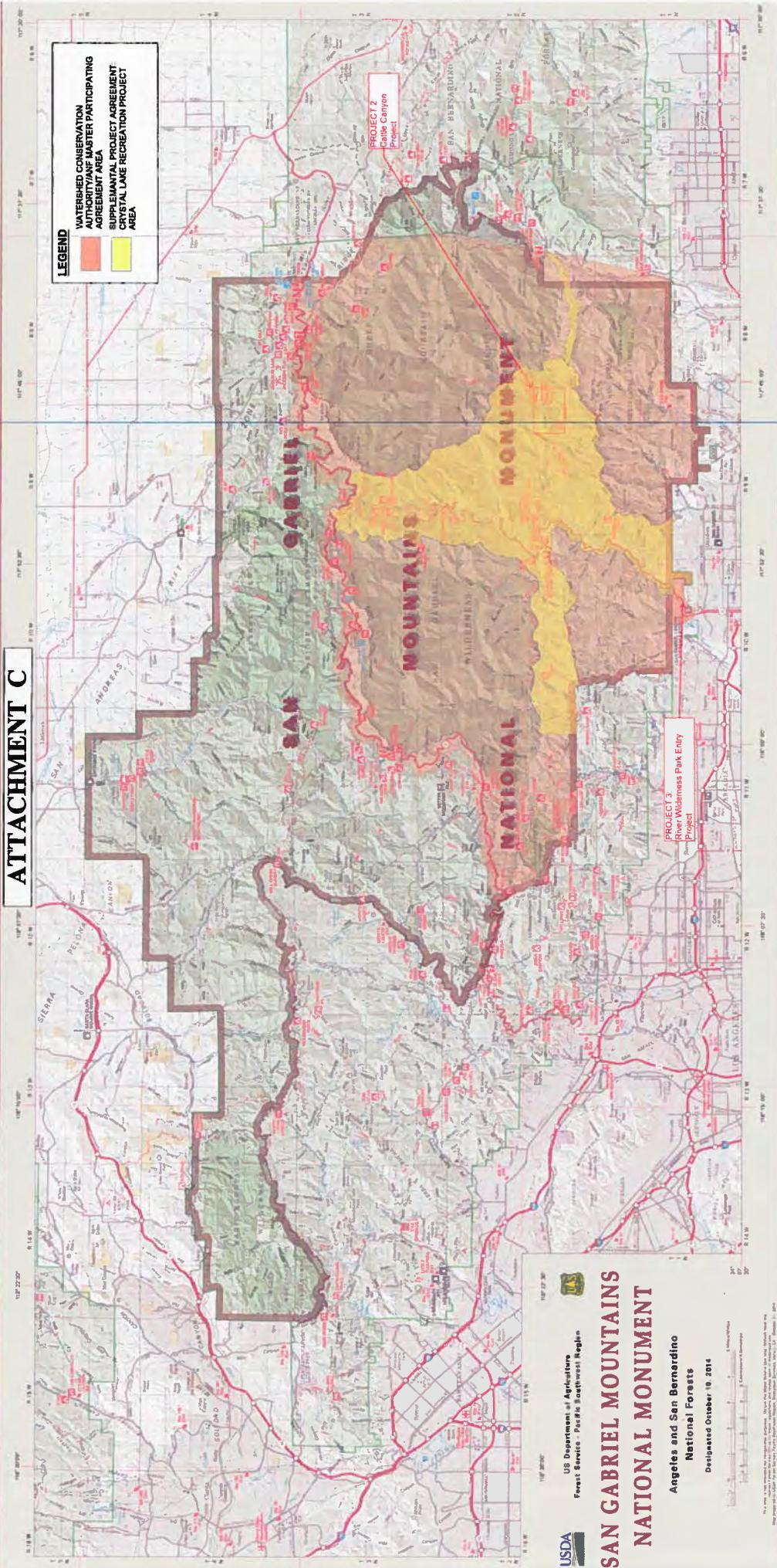
PHASE 3

This will include the overall project evaluation, and additional implementation of interpretive environmental education program as well as an additional program evaluation.

PROJECT 3 – River Wilderness Park Entry Improvements Project:

WCA shall implement the development of the following park elements:

- An (natural) adventure play ground
- Concessioner and public information center building
- Open-air multiuse pavilion
- Restrooms
- Picnic areas
- By-permit group picnicking and tent camping area
- (2) River overlooks
- Interpretive trail
- Park monument sign
- Internal park trail system
- Realignment of North Old San Gabriel Canyon Road into a park entry drive with clustered parking



September 24, 2015 - Item 11

RESOLUTION 2015-35

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO RATIFY A SUPPLEMENTAL PROJECT AGREEMENT TO THE SAN GABRIEL CANYON IMPROVEMENTS PROJECT MASTER AGREEMENT.

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 ratifies a supplemental project agreement to the San Gabriel Canyon Improvements Project Master Agreement for the Cattle Canyon Improvements Project and the River Wilderness Park Entry 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 September 24, 2015.
4. **RATIFIES** a supplemental project agreement to the San Gabriel Canyon Improvements Project Master Agreement for the Cattle Canyon Improvements Project and the River Wilderness Park Entry Improvements Project.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2015-35

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On September 24, 2015

Brian Mejia, Chairperson

ATTEST: _____
Terry Fujimoto
Deputy Attorney General