

DATE: May 23, 2016

TO: Watershed Conservation Authority Governing Board

FROM: Robert Romanek, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 15: Consideration of a resolution to negotiate and award a contract with a local youth conservation corps for the San Gabriel Canyon Watershed Ranger Program

RECOMMENDATION: That the Watershed Conservation Authority (WCA) authorize the Executive Officer to negotiate and award a contract with a local youth conservation corps in an amount not to exceed \$45,450.60 for outreach programming of the San Gabriel Canyon Watershed Ranger Program.

PROJECT DESCRIPTION: In continuation of a previously conducted on-site public engagement program development as part of the San Gabriel River Confluence with Cattle Canyon Improvements Project (Cattle Canyon Project), the San Gabriel Canyon Watershed Ranger program is proposed to deploy a crew of six (6) at-risk youth for a local conservation corps, 16 to 25 years of age, and a crew leader to conduct roaming outreach along high-use recreational corridors located on the East, North, and West Forks of the San Gabriel River. These conservation corpsmembers will service as ‘Watershed Rangers’. Outreach will occur on weekends (Saturdays and Sundays) targeting the cumulative environmental impacts of trash and in-stream recreational uses that result in habitat impacts. The program is proposed for fifteen (15) weeks from Memorial Day Weekend, 2016 to Labor Day Weekend, 2016.

With a minimum requirement of three (3) out of the six (6) crew members being bi-lingual in English and Spanish, the principle assignment of the Watershed Rangers is to make contact with the recreating public and to speak with them in a non-threatening manner about the importance of sustainable recreation, as well as in maintaining the health of the upper watershed. They will offer best management practices such as “Leave No Trace” principles, as well as provide practical tips like bagging trash immediately to prevent it from being blown away. Watershed Rangers will also provide trash bags to the public as needed, and encourage and participate in impromptu river clean-ups.

Outreach is proposed at five (5) pre-determined locations within the canyon that are recognized for attracting high levels of dispersed river-focused recreational use. In addition to three (3) locations along the East Fork of the San Gabriel River, where WCA has conducted similar outreach in past years, the program includes a West Fork Outreach Zone located directly upstream from the San Gabriel Canyon Off-Highway Vehicle Area and a North Fork Outreach Zone located above the confluence with the West Fork. Locations along the East Fork include one site located upstream of Conservation Camp #19 and downstream of the Camp Williams Community, and two sites upstream of Camp Williams and within the Cattle Canyon Project Area. Table 1 provides a detailed outreach schedule, identifying the two (2) outreach zones that will be visited on each program day. A map identifying these locations is included as Figure 1. A draft contract is also attached as Exhibit A.

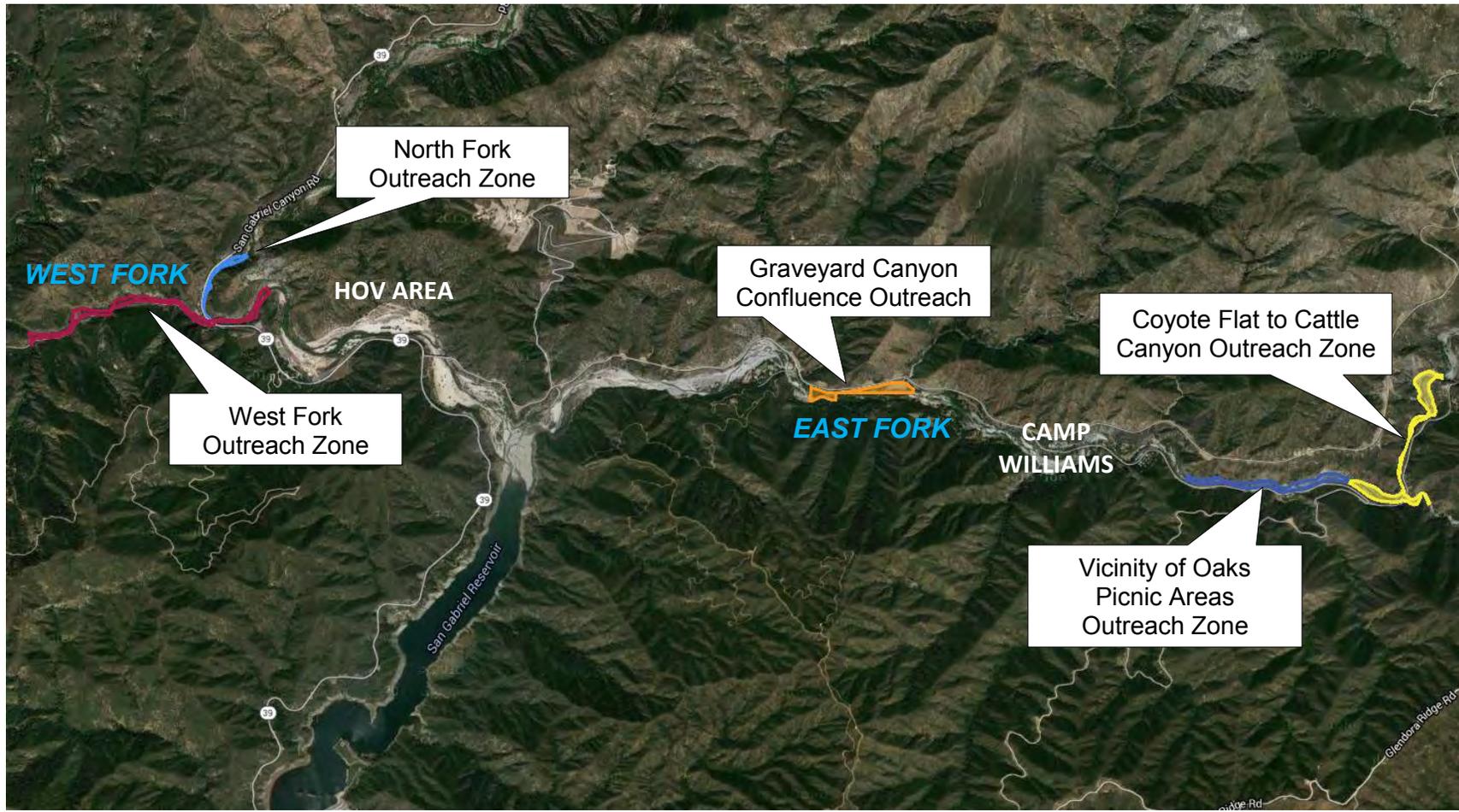
Table 1. San Gabriel Canyon Watershed Ranger Detailed Project Schedule

Crew Outreach Dates								
Week	Day	Outreach Dates	Outreach		Corpsmember Crew Size*	Total Hours	Outreach Zone 1	Outreach Zone 2
			Hours	Daily Duration				
Week 1	Day 1	Sat. May 28, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 2	Sun. May 29, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 2	Day 3	Sat. June 4, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 4	Sun. June 5, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 3	Day 5	Sat. June 11, 2016	8	8:00am to 4:30pm	6	48	West Fork	Graveyard
	Day 6	Sun. June 12, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 4	Day 7	Sat. June 18, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
	Day 8	Sun. June 19, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 5	Day 9	Sat. June 25, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
	Day 10	Sun. June 26, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 6	Day 11	Sat. July 2, 2016	8	8:00am to 4:30pm	6	48	West Fork	Graveyard
	Day 12	Sun. July 3, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 7	Day 13	Sat. July 9, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 14	Sun. July 10, 2016	8	8:00am to 4:30pm	6	48	West Fork	Coyote
Week 8	Day 15	Sat. July 16, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
	Day 16	Sun. July 17, 2016	8	8:00am to 4:30pm	6	48	North Fork	Graveyard
Week 9	Day 17	Sat. July 23, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
	Day 18	Sun. July 24, 2016	8	8:00am to 4:30pm	6	48	North Fork	Graveyard
Week 10	Day 19	Sat. July 30, 2016	8	8:00am to 4:30pm	6	48	West Fork	Graveyard
	Day 20	Sun. July 31, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 11	Day 21	Sat. Aug. 6, 2016	8	8:00am to 4:30pm	6	48	Graveyard	West Fork
	Day 22	Sun. Aug. 7, 2016	8	8:00am to 4:30pm	6	48	Coyote	Oaks
Week 12	Day 23	Sat. Aug. 13, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
	Day 24	Sun. Aug. 14, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
Week 13	Day 25	Sat. Aug. 20, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Coyote
	Day 26	Sun. Aug. 21, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 14	Day 27	Sat. Aug. 27, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Coyote
	Day 28	Sun. Aug. 28, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 15	Day 29	Sat. Sep. 3, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 30	Sun. Sep. 4, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork

* An additional crew lead will accompany and supervise the crew at no additional cost

** In responding to unforeseeable circumstances, outreach dates are subject to changes at the direction of WCA staff

Figure 1. San Gabriel Canyon Watershed Ranger Outreach Zones



BACKGROUND: The San Gabriel Mountains are the backyard for many highly urbanized and culturally diverse populations within Los Angeles. One of the main attractions, as found within San Gabriel Canyon, are naturalized landscapes offering in-stream water play and stream-side picnicking opportunities. These resources are at peak demand during summer weekends, and result in significant cumulative impacts to the surrounding natural habitat and to the overall quality of recreation. To improve existing conditions the WCA has partnered with the Angeles National Forest (ANF) and San Gabriel Mountains National Monument through the San Gabriel Canyon Improvements Project. One of the activities identified in this Improvements Project is the development and implementation of educational interpretive outreach programs. Prior to the San Gabriel Canyon Improvements Project outreach was first launched by the WCA during the summers of 2013 and 2014 as part of the Cattle Canyon Project.

After completion of the most recently funded year of the Cattle Canyon outreach (2014), the WCA and ANF/Monument staff collaboratively developed the Watershed Ranger Program, incorporating lessons learned from the past two years of outreach and expanding the program coverage to multiple site throughout the San Gabriel Canyon. In Fall of 2014 the WCA staff prepared and submitted a grant proposal to the National Fish and Wildlife Foundations (NFWF), which is a non-profit organization chartered by Congress. This competitive application was submitted in partnership with the San Gabriel Valley Conservation Corps (SGVCC), the closest youth conservation corps service provider to the project site. The proposal was successful and \$50,000 was awarded to the WCA for corpsmember labor and transportation. However, a grant agreement was delayed as a portion of the NFWF funding was unavailable for 2015 summer season. A grant agreement has since been executed for the full funding amount, and a match of \$17,230 has been secured from the Resources Legacy Fund for WCA project management, crew training, and supplies.

Outcomes of the program include: 1) providing an in-person presence to help communicate to the public about how they can help care for the river, and protect the long term enjoyment of the recreational use; 2) removing and presenting uncontained trash; and 3) exposing young adults to land management and career opportunities in the field conservation. To monitor and assess progress on these outcomes the project has incorporated tracking metrics for habitat conservation, creation of jobs for at-risk youth, and direct compensation to employed youth. The latter two metrics will be tracked through billings and timesheets provided by SGVCC while habitat conservation will be tracked by photographing the quantity of 33-gallon trash bags voluntarily filled by the recreating public with motivation by the Watershed Rangers. This conservation outcome will be considered achieved if 725 trash bags are filled from impromptu clean-ups and photographed.

Training for the Watershed Ranger has two components. First, safety training will be provided in-kind by the ANF/Monument staff similar to previous outreach seasons. For an additional, newly added training component, the WCA has coordinated with the National Forest Foundation, another Congressionally chartered non-profit, to enroll the Watershed Ranger in a 40 hour California Naturalist training course throughout the summer. California Naturalist is a certification program run by the University of California Cooperative Extension. The purpose of enrolling the Watershed Rangers in this course is to foster a sense of stewardship, improve their knowledge of basic natural resource sciences, and to build their capacity as communicators within the topic. If the Watershed Rangers successfully complete their course work they will receive a certification and four (4) college units from the University of Davis Cooperative Extension.

A contract is required with a local youth conservation corps to implement this project. In order to meet the proposed May 28, 2016 launch date, staff has preliminarily negotiated with the SGVCC as they are a partner on this project having participated in the preparation of the NFWF grant proposal in Fall of 2014.

Through the NFWF funding \$43,200 are available for 1,440 hours of conservation corpsmember labor at \$30 as well as a transportation allowance of \$2,250.60 for a total not-to-exceed contractual amount of \$45,450.60. Pending WCA Board authorization and successful negotiations, WCA staff intends to award a contract to SGVCC who has indicated that they are available and able to implement the program. If SGVCC is unable to provide services, the Executive Officer will seek bids for services from other local youth conservation corps and negotiate based on lowest fee.

FISCAL INFORMATION: The requested authorization is to award a not to exceed \$45,450.60 contract. This effort is within the budgetary limit for this line item and is fully funded by the NFWF grant. The NFWF grant also provides the WCA a 10% indirect rate (\$4,549.40) for management of this contract.

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 24th day of May 2016,

BY AND BETWEEN

Watershed Conservation Authority (WCA),
a joint powers authority between the Rivers
and Mountains Conservancy (RMC) and
the Los Angeles County Flood Control
District

AND

San Gabriel Valley Conservation Corps
3629 Cypress Avenue
El Monte, California 91731
Email: jortega@sgvcorps.org
Phone: (626) 579-2484
hereinafter referred to as "Contractor,"

WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Contractor to provide environmental conservation and interpretive outreach programming for the San Gabriel Canyon Improvements Project.

Contractor is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Contractor shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Contractor's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"WCA" means the joint power authority between the Rivers and Mountains Conservancy (RMC), and the Los Angeles County Flood Control District.

2. Contractor's Services

The scope of work shall be as outlined above and in the attached Exhibit A dated, April 29, 2016.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to WCA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Contractor a maximum not to exceed fee of 'Forty Five Thousand Four Hundred and Fifty Dollars and Sixty Cents (\$45,450.60). Services will be rendered beginning May 21, 2016 and end by September 4, 2016.

WCA shall compensate Contractor as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Executive Officer or authorized representative. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Executive Officer or authorized representative.
- b. Supplemental Contractor Services may be required at WCA's discretion, upon prior written authorization by Executive Officer or authorized representative, and will be based on Contractor's fee schedule on file with Executive Officer or authorized representative.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, WCA shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to WCA employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange WCA, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Contractor will not receive a COLA for the contract period which coincides with that fiscal year.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause WCA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.
- e. Contractor will not be required to perform services which will exceed the contract amount, scope of work, and contract dates without

amendment to this Agreement.

- f. Contractor will not be paid for any expenditure beyond the contract amount stipulated without a written amendment to this Agreement.

4. Reserved

5. WCA's Responsibility

WCA will make available the following items:

- a. Colored 33-gallon trash liners for public outreach giveaways;
- b. Watershed Ranger uniforms; and
- c. Camera for documentation of outreach activities.

6. WCA's Representative

Executive Officer, or his authorized representative, shall represent WCA in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Terms and Termination

The term of this Agreement shall commence on the date stipulated on Page 1 of this agreement, through September 4, 2016 and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. The Parties may cancel or terminate this Agreement for any lawful reason, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to the other Party.

Contractor shall be paid the reasonable value of services rendered. In the event of any such termination by WCA, Contractor shall provide to WCA a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by WCA.

8. Mutual Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of WCA under this Agreement, WCA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses arising from, or connected with, the negligent or willful acts and/or omissions of WCA.

Contractor agrees to indemnify, defend, and hold harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, agents, attorneys and employees from and against any and all claims, suits or causes of action including liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Contractor's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

9. Liability & Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Exhibit B of this Agreement.

Contractor has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Contractor above. Such provision is hereby incorporated into this Article by reference.

10. Anti-Discrimination

The Contractor shall abide by the following provisions found in Section 4.32.010 et seq. of the Los Angeles County Code:

Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Contractor without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and federal anti-discrimination laws. Contractor further certifies and agrees that it will deal with its subcontractors, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Contractor agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by WCA.

Contractor specifically recognizes and agrees that if WCA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which WCA may determine to cancel, terminate, or suspend the contract. While WCA reserves the right to determine individually that the anti-discrimination provision of

the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Contractor has violated the anti-discrimination provisions of the contract.

At its option, and in lieu of canceling, terminating, or suspending the contract, WCA may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. WCA and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This Agreement is by and between WCA and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between WCA and Contractor.

Contractor understands and agrees that all persons furnishing services to WCA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of WCA.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Contractor pursuant to this Agreement.

12. WCA's Quality Assurance Plan

WCA, or its agent, will evaluate Contractor's performance under this Agreement on not less than a semi-annual basis. Such evaluation will include assessing Contractors' compliance with all contract terms and performance standards. Contractor deficiencies which WCA determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the WCA Board. The report will include improvement/corrective action measures taken by WCA and Contractor. If improvement does not occur consistent with the corrective action measures, WCA may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles, California.

15. Conflict of Interest

No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

16. Reserved

17. Gratuities

It is improper for any WCA Executive Officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration may secure more favorable treatment for Contractor in the award of the contract or that Contractors' failure to provide such consideration may negatively affect WCA's consideration of Contractor's submittal. Contractor shall not offer or give, either directly or through an intermediary, consideration, in any form, to a WCA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

Contractor shall immediately report any attempt by a WCA Executive Officer, employee, or agent to solicit such improper consideration. The report shall be made to The Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. Termination for Improper Consideration

WCA may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any WCA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractors' performance pursuant to the Agreement. In the event of such termination, WCA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a WCA Executive Officer or employee to solicit such improper consideration. The report shall be made either to WCA manager charged with the supervision of the employee or to WCA Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

19. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

20. Reduction of Solid Waste

Consistent with the WCA's policy to reduce the amount of solid waste deposited in landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

21. WCA Rights

The WCA may employ, either during or after performance of this contract, any right of recovery the WCA may have against the Contractor by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the WCA under this contract are in addition to any right or remedy provided by California law.

22. Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless WCA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which WCA may be found jointly or solely liable.

23. Prevailing Wage Requirements

The scope of Contractor's Services are not applicable to prevailing wage requirements.

24. Employment Eligibility Verification

Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Contractor or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. Contractor Responsibility and Debarment

- a. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the WCA's policy to conduct business only with responsible contractors.
- b. The Contractor is hereby notified that if the WCA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the WCA may, in addition to other remedies provided in the contract, debar the Contractor from bidding on WCA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the WCA.

- c. The WCA may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated any term of a contract with the WCA; 2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the WCA or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the WCA or any other public entity.
- d. These terms shall also apply to subcontractors of the WCA Contractor.

26. No Payment for Services Provided Following Expiration and/or Termination of Agreement

Contractor shall have no claim against WCA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify WCA and shall immediately repay all such funds to WCA. Payment by WCA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of WCAs' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

27. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

WCA

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Attention: Mark Stanley

Contractor

San Gabriel Valley Conservation Corps
3629 Cypress Avenue
El Monte, California 91731
Attention: Jeronimo "JJ" Ortega

The address for notice may be changed by giving notice pursuant to this paragraph.

28. Entire Agreement

This contract constitutes the entire Agreement between WCA and Contractor and may be modified only by further written Agreement between the parties hereto.

WCA

San Gabriel Valley Conservation Corps

By _____
Mark Stanley
Executive Officer

By _____
Jeronimo "JJ" Ortega
Environmental Program Manager

Exhibit A

San Gabriel Valley Conservation Corps

Scope of WorkMay 9, 2016
(9 pages)

Services will include environmental conservation and interpretive outreach programming for the San Gabriel Canyon Improvements Project, located within the Angeles National Forest and San Gabriel Mountains National Monument. Services will provide photographs of outreach activities and timesheets documenting conservation corpsmembers expended labor.

Technical Approach

The San Gabriel Valley Conservation Corps (SGVCC) deploy a crew of at risk minority youth (aged 16 to 25 years old) to conduct roaming outreach along high-use recreational corridors of the East, North, and West Forks of the San Gabriel River. Over a 15 week implementation period, a 6-person SGVCC crew, referred to in this project as *Watershed Rangers*, will be deployed on weekend days to walk along river corridor segments, speak with the recreating public visitors about the importance of sustainable recreation, best management practices, and applicable USFS regulations.

The Watershed Rangers will make stops at 5 predetermined locations of high recreational use (see Outreach Zones). Public interaction and outreach activities will be conducted for approximately 3 hours at each location. Using a set schedule, it is anticipated that 2 locations will be visited per day.

The crew will be comprised of 6 conservation corps members (Watershed Rangers), a supervisor, and as may be available, up to two volunteer conservation corps members. A minimum of 50% of the deployed Watershed Rangers will be bi-lingual, speaking both English and Spanish. Outreach topics include waste management, conservation of the aquatic habitat and riparian ecosystem, and overall public health and safety. Details of this outreach messaging and activities include:

- Watershed Rangers will offer 33-gallon trash bags to visitor groups, as needed, to contain picnic and day use trash. Additionally, the Watershed Rangers will encourage young visitors and their families' to engage in voluntary trash sweeps surrounding their river-side day use. As encouragement, the Watershed Ranger will participate in leading the public in volunteer trash sweeps.
- With the goal of reducing impacts while not precluding the historic water play based recreational activities, Watershed Rangers will ask visitors to use rock dam/swimming pool constructed before the beginning of the Santa Ana sucker spawning season, and not to construct new dams or modify or remove existing dams during the spawning season.

- Outreach messaging will urge visitors to use the provided facilities to dispose of human waste, as well as in providing the applicable forest restrictions on the use of fire, charcoal, and gas grills.

Schedule of Services

Crew Outreach Dates								
Week	Day	Outreach Dates	Outreach Hours	Daily Duration	Corpsmember Crew Size*	Total Hours	Outreach Zone 1	Outreach Zone 2
Week 1	Day 1	Sat. May 28, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 2	Sun. May 29, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 2	Day 3	Sat. June 4, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 4	Sun. June 5, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 3	Day 5	Sat. June 11, 2016	8	8:00am to 4:30pm	6	48	West Fork	Graveyard
	Day 6	Sun. June 12, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 4	Day 7	Sat. June 18, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
	Day 8	Sun. June 19, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 5	Day 9	Sat. June 25, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
	Day 10	Sun. June 26, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 6	Day 11	Sat. July 2, 2016	8	8:00am to 4:30pm	6	48	West Fork	Graveyard
	Day 12	Sun. July 3, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 7	Day 13	Sat. July 9, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 14	Sun. July 10, 2016	8	8:00am to 4:30pm	6	48	West Fork	Coyote
Week 8	Day 15	Sat. July 16, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
	Day 16	Sun. July 17, 2016	8	8:00am to 4:30pm	6	48	North Fork	Graveyard
Week 9	Day 17	Sat. July 23, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
	Day 18	Sun. July 24, 2016	8	8:00am to 4:30pm	6	48	North Fork	Graveyard
Week 10	Day 19	Sat. July 30, 2016	8	8:00am to 4:30pm	6	48	West Fork	Graveyard
	Day 20	Sun. July 31, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 11	Day 21	Sat. Aug. 6, 2016	8	8:00am to 4:30pm	6	48	Graveyard	West Fork
	Day 22	Sun. Aug. 7, 2016	8	8:00am to 4:30pm	6	48	Coyote	Oaks
Week 12	Day 23	Sat. Aug. 13, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
	Day 24	Sun. Aug. 14, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
Week 13	Day 25	Sat. Aug. 20, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Coyote
	Day 26	Sun. Aug. 21, 2016	8	8:00am to 4:30pm	6	48	Oaks	Coyote
Week 14	Day 27	Sat. Aug. 27, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Coyote
	Day 28	Sun. Aug. 28, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork
Week 15	Day 29	Sat. Sep. 3, 2016	8	8:00am to 4:30pm	6	48	Graveyard	Oaks
	Day 30	Sun. Sep. 4, 2016	8	8:00am to 4:30pm	6	48	West Fork	North Fork

* An additional crew lead will accompany and supervise the crew at no additional cost.

** In responding to unforeseeable circumstances, outreach dates are subject to changes at the direction of the WCA project manager.

Outreach Locations



Fig. 1 San Gabriel Canyon Watershed Ranger Outreach Zones

As shown above in figure 1 the predetermined outreach zones locations of high recreational use are located within San Gabriel Canyon, accessed from State Route 39, East Fork Road, and Camp Bonita Prairie Forks Road. The following figures further defines these locations.



Fig. 2 Graveyard Canyon Confluence Outreach Zone (Graveyard)



Fig. 3 Vicinity of Oaks Picnic Zone (Oaks)

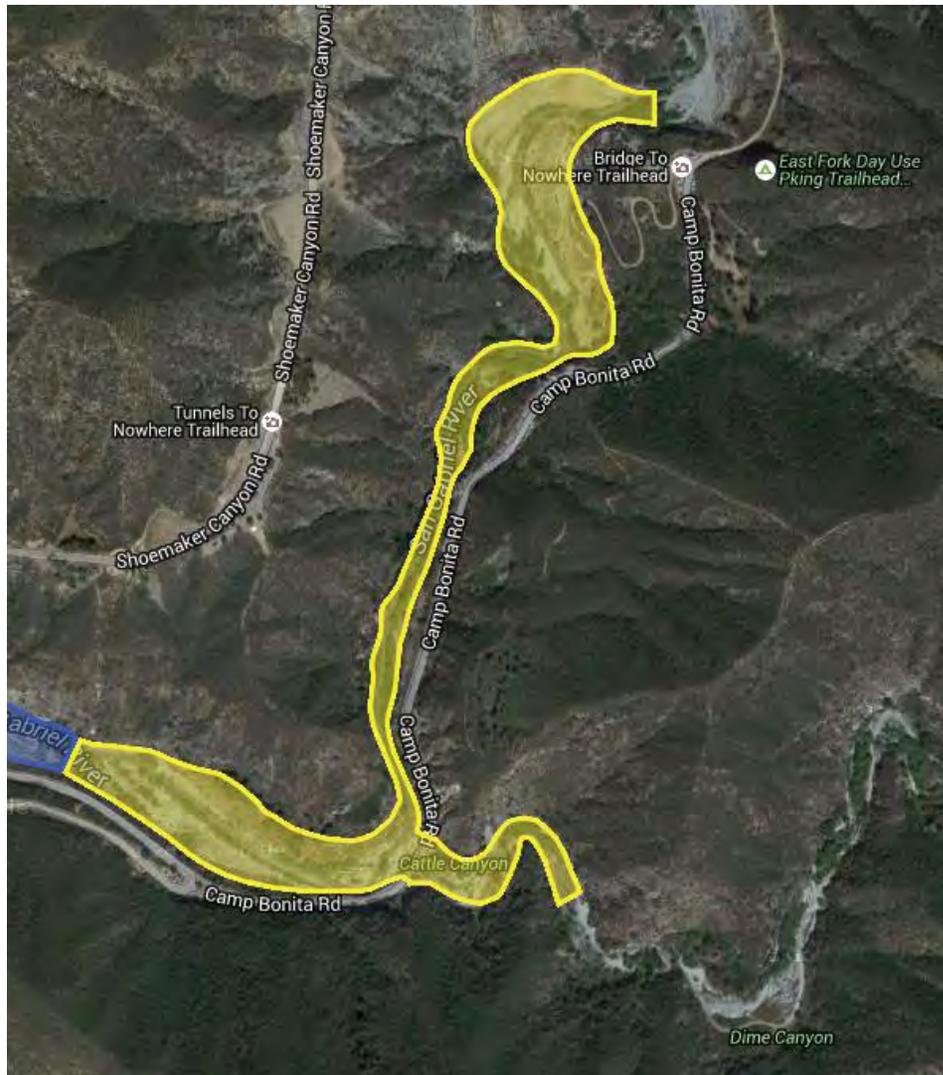


Fig. 4 Coyote Flat to Cattle Canyon Outreach Zone (Coyote)



Fig. 5 West Fork Outreach Zone (West Fork)



Fig. 6 North Fork Outreach Zone (North Fork)

Web-based map of outreach locations: <https://drive.google.com/open?id=1VqWHXo8z8ctSDc5pRGq4S52-hlo&usp=sharing>

Fees

Environmental conservation and interpretive outreach consulting services will be provided on an hourly rate basis, based on the rate \$30 per hour per SGVCC corpsmember. Project related mileage will be provided on a reimbursable basis at a rate of \$1.10 per mile.

Assumptions

The following assumptions are made to this scope of work:

- Access to the site will be provided and the WCA will secure administrative waivers to USFS adventure pass requirements.
- SGVCC corpsmember labor will be billed at \$30 per hour and is inclusive of all benefits, insurance, and a crew supervisor.

May 23, 2016 - Item 15

RESOLUTION 2016-21

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO NEGOTIATE AND AWARD A CONTRACT WITH A LOCAL YOUTH CONSERVATION CORPS FOR THE SAN GABRIEL CANYON WATERSHED RANGER PROGRAM

WHEREAS, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy and the Los Angeles County Flood Control 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 will authorize the Executive Officer to negotiate and award a contract with a local youth conservation corps for outreach programming of the San Gabriel Canyon Watershed Ranger Program; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA); 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 May 23, 2016.
4. **AUTHORIZES** the Executive Officer to negotiate and award a contract with a local youth conservation corps in an amount not to exceed \$45,450.60 for outreach programming of the San Gabriel Canyon Watershed Ranger Program.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2016-21

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On May 23, 2016

Brian Mejia, Chairperson

ATTEST: _____
Terry Fujimoto
Deputy Attorney General