

DATE: June 25, 2015

TO: Watershed Conservation Authority Governing Board

FROM: Robert Romanek, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 17: Consideration of a resolution to 1) approve a Master Participating Agreement with the Angeles National Forest to implement the San Gabriel Canyon Project; 2) to authorize Governing Board Chair, or Designee, to negotiate and enter into a Supplemental Project Agreement under the MPA for the San Gabriel River Cattle Canyon Improvements Project - Phase 1; and, 3) to authorize Governing Board Chair, or Designee, to negotiate and enter into a Supplemental Project Agreement under the MPA for the Crystal Lake Recreational Project.

RECOMMENDATION: That the WCA Governing Board 1) approve entering into a Master Participating Agreement with the Angeles National Forest to implement the San Gabriel Canyon Improvement Project; 2) authorize the Governing Board Chair, or designee, to negotiate and enter into a Supplemental Project Agreement (SPA) under the MPA for the San Gabriel River Cattle Canyon Improvements Project - Phase 1; and, 3) authorize the Governing Board Chair, or designee, to negotiate and enter into a Supplemental Project Agreement (SPA) under the MPA for the Crystal Lake Recreational Project.

PROJECT DESCRIPTION: The Angeles National Forest (ANF) desires to partner with the WCA, under a Master Participating Agreement (MPA), to develop and implement a comprehensive master development plan for the San Gabriel Canyon Improvement 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 will focus on visitor access, amenities and utilization of recreational opportunities within the region.

The MPA will provide authorization form both parties to jointly work together to forward projects within the SGC Project Area. Through the execution of individual Supplemental Project Agreements, ANF and WCA shall, over time and as funding is available, work collaboratively to:

- 1) Develop a comprehensive Master Development Plan and components of that plan for the SGC Project Area.
- 2) Develop a transit plan to link and extend alternative transportation opportunities and/or improve circulation and utilization of transit components with and within the project area and Monument.
- 3) Analyze and develop sustainable resource and visitor recreation and utilization management plans.
- 4) Develop concept plans, programming, and construction documents and implement programs and construction projects related primarily to access and recreation and visitor amenities, facilities and programs.
- 5) Other projects and programs as defined to forward the goals and objectives of the Monument, ANF and WCA in the SGC Project Area.

The SGC Project Area (Exhibit A), in addition to ANF lands, also includes WCA properties adjacent to the Monument including the River Wilderness Park in Azusa and the Mount Baldy Wilderness Preserve located near Mount Baldy Village.

BACKGROUND:

In 2013 the WCA and ANF entered into its first cooperative agreements (Exhibit B and C) to jointly plan, develop, and implement the San Gabriel River Cattle Canyon Improvements Project. This collaborative work in the San Gabriel Canyon, located along the East Fork, is funded by a Rivers and Mountains Conservancy (RMC) grant. These agreements outline the cooperative relationship between the agencies and allocates a portion of the RMC funding to ANF for project staffing. These agreements also provide a mechanism for the ANF and WCA to provide future monetary contributions to the Cattle Canyon project.

The Cattle Canyon Project demonstrates how cooperative agreements between the two agencies allows for 1) the allocation of professional resources available to both the ANF and WCA to accomplish projects of mutual interest, 2) project cost sharing, and 3) the leveraging of available resources, such as RMC funding or directed Federal appropriations. The San Gabriel Canyon Improvement Project MPA (Exhibit D) is proposed as a way to expand this cooperative relationship to other areas of mutual interest, including WCA park and open space properties.

On October 10, 2014, when President Barack Obama proclaimed the San Gabriel Mountains National Monument, he identified that the San Gabriel Mountains are the backyard for many highly urban and culturally diverse communities. Furthermore, the Monument is the heaviest used area on the ANF, which receives more than 4 million visitors per year. In a region with limited open space, Monument designation is expected to vastly enhance recreational access, and interpretive and environmental education. Visitation is also expected to increase with this new designation.

To accomplish increased access and programming, and to accommodate increased use, more Federal resources have started to be direct to the ANF. The proposed SGC Project MPA will position WCA properties and projects to be recipients of these increased investments. Additionally, the MPA will bolster an already strong partnership between the Forest Service and the WCA.

Two supplemental project are also currently being proposed through Supplemental Project Agreements, which would fall under the SGC Project MPA. The first supplement will replace and supersede the existing Cattle Canyon Phase 1 agreement (Exhibit C), rearranging the Cattle Canyon Project to fall under the SGC Project MPA. This will allow the remaining WCA contribution that has been previously made to the ANF in 2013 for Cattle Canyon Phase 1 to be leveraged toward a mandatory match requirement of the U.S. Forest Service for other supplemental projects within the SGC Project MPA. These remaining unspent contributions are estimated at approx. \$100,000 of an original amount of \$132,040. By identifying WCA contributions from Cattle Canyon Phase 1 under the first supplemental agreement, the WCA will be eligible to receive up to \$500,000 in federal funding under the new MPA. No other sustentative modification to this existing Cattle Canyon Phase 1 agreement, or its associated financial plan, are proposed.

The second proposed supplement to the MPA is the Crystal Lake Recreation Project. This project entails a study and development of a master development plan for the Crystal Lake Recreation Area that will guide the restoration of Forest resources and future development that will support sustainable recreation. The Crystal Lake Recreation Area is located at the far upper reaches of the San Gabriel River Watershed, and

has a long history as a popular regional destination for camping, hiking, fishing, snow play, and other uses that dates back to the early 1920's. A site plan of Crystal Lake Recreation Area is included as Exhibit E.

Federal funding contribution of up to \$500,000 is currently available for the Crystal Lake Recreation Project, and can be directed to the WCA leveraging the matching funds previously contributed to Cattle Canyon Phase 1. This proposed work includes planning study and production of a Master Development Plan to address facility upgrades to the recreation areas, including replacements and installation of new site amenities such as picnic tables, fire rings, food lockers, as well as site improvements to parking areas. The work 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, planned improvements may also include the existing amphitheater and a full renovation of the historic dance hall area. Additionally, the project will include study and development of a conceptual transit plan to link surrounding communities into the SGC, including an emphasis on public transportation and establishing a connection between State Route 39 and the Angeles Crest Scenic Byway (State Route 2).

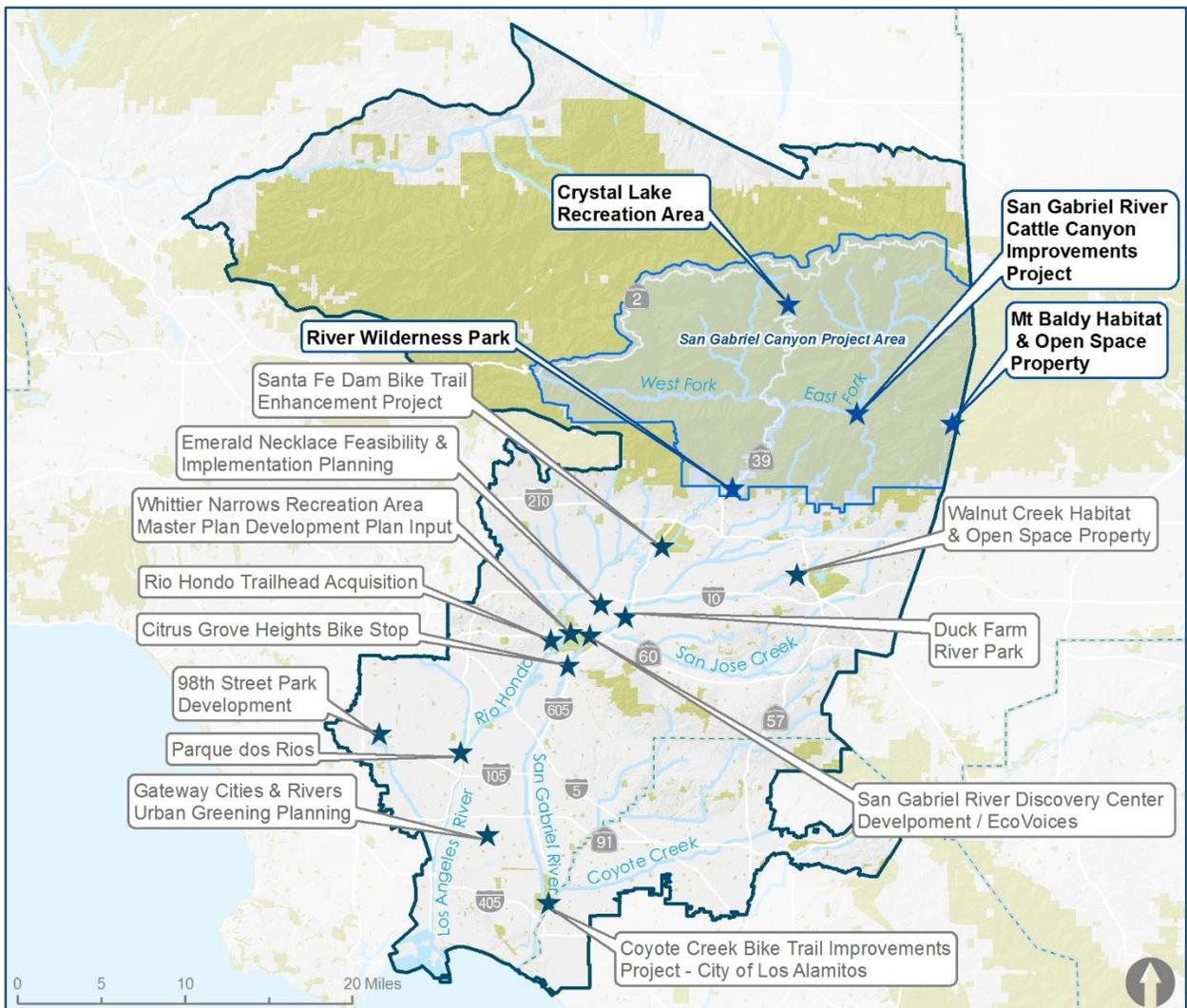
Staff recommends approval of the SGC Project MPA (Exhibit D), and authorization of the Chairperson to enter into a SPA under the MPA for the Cattle Canyon Phase 1 and the Crystal Lake Recreation Project. These authorizations are recommended in the interest of obligating currently available Federal funding before eminent reappropriation, as well as to allow the WCA to provide professional services to the Crystal Lake Recreation Project.

FISCAL INFORMATION: The proposed actions, if approved, will accept up to \$500,000 in federal funding to the WCA for consultant services and staff professional services in planning, outreach, and project management that supports the SGC Project.



Exhibit A

Territory Map: San Gabriel Canyon Project



	USDA, Forest Service	OMB 0596-0217 FS-1500-16A
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RECEIVED
 1113-212
MAR 30 REC'D 2013

FS Agreement No. 13PA-1105-0100-009
 Cooperator Agreement No. _____

WATERSHED CONSERVATION
 AUTHORITY

**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 the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001. 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 public entity 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 US Forest Service share a mutual interest in improving the availability and accessibility of open space in the San Gabriel River Watershed. The Cattle Canyon Project is intended to introduce improvements in the vicinity of the East Fork confluence of the San Gabriel River and associated creeks in the vicinity of Cattle Canyon and the Angeles National Forest.

Title: SAN GABRIEL RIVER CATTLE CANYON IMPROVEMENT PROJECT

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to facilitate the cooperation between 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 three phases as follows:



PHASE 1 - includes four main elements

Element 1) Involves the development, design and implementation of an interpretive environmental education program.

Element 2) Includes the development, production, and implementation of a visitor use survey within the confluence of the project.

Element 3) Entails the evaluation of the interpretive environmental education program

Element 4) Is the production of a site development plan and environmental compliance.

PHASE 2

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

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

Note: Currently there is no funding for Phases 2 and 3.

The project 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 District's 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 Forest Service will partner to design and implement the needed resources to address forest visitor recreational 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 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 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. Perform in accordance with the Financial Plan, attached to the Supplement of this agreement as Exhibit A.
- D. Contribute funds for the initial planning, development and coordination of this partnership project in accordance with the Financial Plan (Exhibit A) attached to the Supplemental Agreement. Future funding contributions will be done through a modification, amendment or new supplement of this agreement.
- E. Approve in writing, the expenditure of funds contributed by WCA prior to any such expenditure by the U.S. Forest Service. The WCA's approval will constitute an acknowledgment that expenditures are consistent with eligible cost requirements set forth by the WCA's funding source for this project, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy. Eligible expenditures are listed in Eligible and Ineligible Cost, attached as Exhibit B.

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 River Cattle Canyon Improvement Project, 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. Waive payment of the Forest Service's indirect costs. Forest Service will pay the indirect costs from program dollars.
- G. Contribute in-kind funds for the initial planning, development and coordination of this partnership project in accordance with the hereby incorporated Financial Plan,

attached as Exhibit A to the Supplemental Agreement. Future funding contributions will be done through a modification, amendment or supplemental agreement.

- H. Expend contributions made by the WCA only after receipt of written approval from WCA indicating that such expenditures are consistent with the WCA funding.

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

- 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 626-815-1269 mstanley@wca.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Esmeralda Bracamonte 110 N. Wabasha Ave Glendora, CA 91741 626-335-1251 x238 626-914-3790 ebracamonte@fs.fed.us	Bonnie Harris 701 N. Santa Anita Avenue Arcadia, CA 91006 626 574 5246 626 574 5363 bharris@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. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related



Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement WCA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If WCA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds WCA has expended in violation of sections 433 and 434.

- E. 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.

- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.

- M. 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.

- N. 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 annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 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.



- O. 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.

- P. 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).
- Q. 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, 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.
- 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.



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OMB 0596-0217
FS-1500-16A

- S. 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.
- T. 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 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.
- U. 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 Services 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



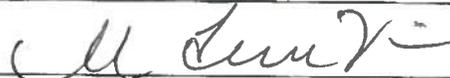
incurred by WCA up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- V. 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.
- W. 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.
- X. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after effective termination date.
- Y. 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.
- Z. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 03/01/2018 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- AA. 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.



USDA, Forest Service

OMB 0596-0217
FS-1500-16A

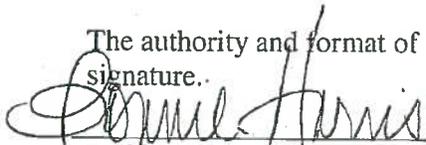

Theresa Villegas, Governing Board Chair
Watershed Conservation Authority

3/21/13
Date


Thomas A. Contreras, Forest Supervisor
U.S. Forest Service, Angeles National Forest

3/27/2013
Date

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


BONNIE HARRIS
U.S. Forest Service Grants Management Specialist

03/19/13
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.

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USDA, Forest Service

OMB 0596-0217
FS-1500-16BFS Agreement No. 13PA-1105-0100-013
Cooperator Agreement No. _____**PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT**

To

MASTER PARTICIPATING AGREEMENT #

BETWEEN

WATERSHED CONSERVATION AUTHORITY

AND THE

USDA, FOREST SERVICE
ANGELES NATIONAL FOREST**RECEIVED**1113-247
APR 11 REC'D 2013WATERSHED CONSERVATION
AUTHORITY

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 #13PA11050100009.

Title: SAN GABRIEL RIVER CATTLE CANYON IMPROVEMENT PROJECT- PHASE 1

I. GENERAL PROJECT DESCRIPTION

This Supplemental Agreement is for the purpose of implementing Phase 1 of the project, which entails the the following four main elements:

Element 1) The development, design and implementation of an interpretive environmental education program.

Element 2) The development, production, and implementation of a visitor use survey within the confluence of the project.

Element 3) The evaluation of the interpretive environmental education program

Element 4) The production of a site development plan and environmental compliance.

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

II. RESPONSIBILITIES:**A. The WCA shall:**

1. Contribute \$ 132,040 for implementation of Phase 1 of the project in accordance with the attached Financial Plan (Exhibit A). 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.

B. The U.S. Forest Service shall:

1. Contribute \$13,425 in-kind funds for implementation of Phase 1 of the project in accordance with the attached Financial Plan (Exhibit A). 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. **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, 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.

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 626-815-1263=9 mstanley@wca.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Esmeralda Bracamonte 110 N. Wabasha Ave Glendora, CA 91741 626-335-1251 x238 626-914-3790 ebracamonte@fs.fed.us	Bonnie Harris 701 N. Santa Anita Avenue Arcadia, CA 91006 626 574 5246 626 574 5363 bharris@fs.fed.us

- B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement WCA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If WCA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds WCA has expended in violation of sections 433 and 434.
- C. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through 03/01/2018 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- D. **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.

Theresa Villegas

3/28/13

Theresa Villegas, Governing Board Chair
Watershed Conservation Authority

Date

Thomas A. Contreras

4/4/2013

Thomas A. Contreras, Forest Supervisor
U.S. Forest Service, Angeles National Forest

Date

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

Bonnie Harris

3/21/13

BONNIE HARRIS
U.S. Forest Service Grants Management Specialist

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.

U.S. Forest Service

Attachment:

USFS Agreement No.: 13PA11050100009
 Cooperator Agreement No.:

Mod. No.

OMB 0596-0217
 FS-1500-17A

This Financial Plan may not be used to collect funds AND disburse funds on the same agreement.
 Separate agreements must be used in this situation.

Agreements Financial Plan (Long Form) with Program Income

1. Financial Plan Matrix:

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

COST ELEMENTS (Direct Costs)	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS						GROSS TOTAL BY LINE		
	(a) Noncash	(b) Volunteer Labor (In-Kind)	(c) Cash to Cooperator	(d) Noncash	(e) Value of In-Kind Contributions	(f) Cash to FS	(g) Cash		(h) Third Party		(i) In-Kind	
							Federal	Noncash	Federal	Federal		
Salaries/Labor	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,040.00	\$0.00		\$0.00		\$0.00	78,540.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,000.00	\$0.00		\$0.00		\$0.00	55,000.00
Subtotal	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,040.00	\$0.00		\$0.00		\$0.00	133,540.00
Cooperator Indirect Costs			\$0.00		\$0.00							0.00
FS Overhead Assessment	\$0.00					\$0.00						0.00
Gross Total	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,040.00	\$0.00		\$0.00		\$0.00	\$133,540.00

PROGRAM INCOME (PI): CONTRIBUTIONS AND DEDUCTIVE ALTERNATIVE		PI SUMMARY:	
(m) Estimated Gross Program Income (enter a number)	Expenses Subject to PI	Estimated Cooperator cash reduction on expenses subject to PI	Estimated FS cash reduction on expenses subject to PI
FOREST SERVICE	\$1,500.00	100.00%	Estimated total amount FS will reimburse Cooperator from Cooperator invoice
EXPENSES	Expenses Subject to PI		Estimated number of invoices (enter a number, if known)
	F/S Net Project Expense		Recommended PI deduction rate (to be used on invoices to determine amount FS owes. Total dollar amount (in the aggregate) can not exceed amount in column c, gross total less PI received). Any funds that would otherwise be FS PI share are to be retained by and used by Coop in future project(s) with the FS.
COOPERATOR EXPENSES	Expenses Subject to PI		
	% of PI applied to Expense		
	Coop. Net Project Expense		
(n) Estimated Net Total Value			

U.S. Forest Service

Matching Costs Determination

Total Forest Service Share =	(k)
(a+b+c)/(i) = (k)	0.011232589
Other Federal Contribution =	(l)
(g)+(h)+(i)/(i) = (l)	0.00%
Total Federal Share =	(m)
(k+l) = (m)	1.12%
Total Cooperator Share	(n)
[(d+e+f) / (j) = (o)	0.988767411
Total	(o)
(m+n) = (o)	100.00%

OMB 0596-0217
FS-1500-17A



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



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:



- 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,



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



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 Services 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.



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.

BRIAN MEJIA, GOVERNING BOARD CHAIR
Watershed Conservation Authority

Date

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



USDA, Forest Service

OMB 0596-0217
FS-1500-16A

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

6-22-15

KAREN MCWILLIAMS

Date

U.S. Forest Service Grants Management Specialist

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**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;

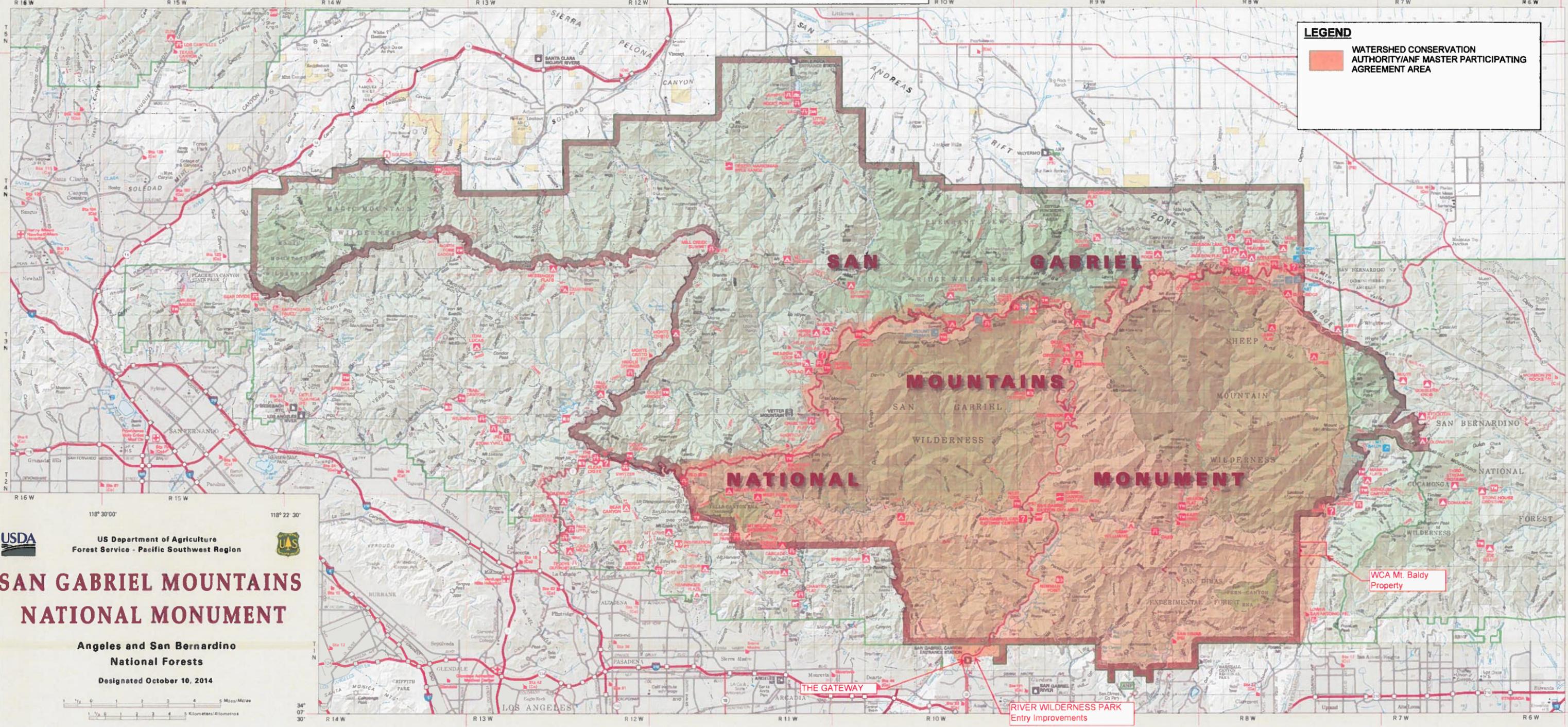
- San Gabriel River Cattle Canyon Improvements Project
 - Designed as a pilot study, the project seeks to promote stewardship of public lands along a portion of the East Fork of San Gabriel River. The project includes: 1) development and implementation of an interpretive outreach and environmental education 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 Programming 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.

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/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 motorized use. Map prepared by USDA Forest Service, Pacific Southwest Region, District of Services, Van Nuys, CA, October 21, 2018. Source: USFS Enterprise Data, September 2013.

CRYSTAL LAKE RECREATION AREA

LEGEND

- CAMPGROUND
- PARKING AREA
- PICNIC AREA
- RESTROOM

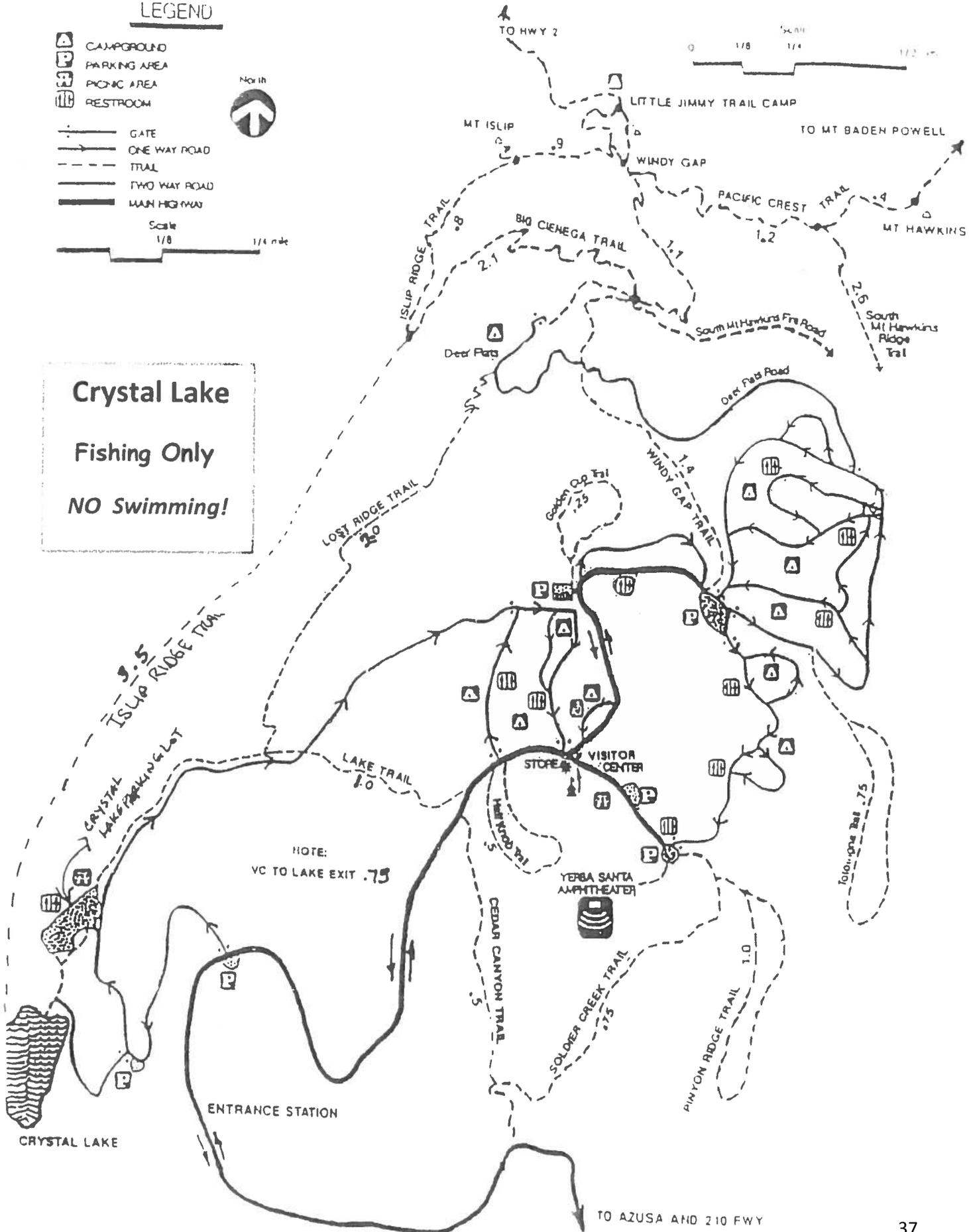


- GATE
- ONE WAY ROAD
- TRAIL
- TWO WAY ROAD
- MAIN HIGHWAY

Scale 1/8 1/4 mile

Scale 0 1/8 1/4 1/2 mile

Crystal Lake
Fishing Only
NO Swimming!



June 25, 2015 - Item 17

RESOLUTION 2015-27

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO 1) APPROVE A MASTER PARTICIPATING AGREEMENT WITH THE ANGELES NATIONAL FOREST TO IMPLEMENT THE SAN GABRIEL CANYON PROJECT; 2) TO AUTHORIZE GOVERNING BOARD CHAIR, OR DESIGNEE, TO NEGOTIATE AND ENTER INTO A SUPPLEMENTAL PROJECT AGREEMENT UNDER THE MPA FOR THE SAN GABRIEL RIVER CATTLE CANYON IMPROVEMENTS PROJECT - PHASE 1; AND, 3) TO AUTHORIZE GOVERNING BOARD CHAIR, OR DESIGNEE, TO NEGOTIATE AND ENTER INTO A SUPPLEMENTAL PROJECT AGREEMENT UNDER THE MPA FOR THE CRYSTAL LAKE RECREATIONAL 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 will approve a Master Participating Agreement with the Angeles National Forest for the purpose of facilitating cooperation to conduct the San Gabriel Canyon Project; and

WHEREAS, this action will authorize the Chairperson to negotiate and enter into a supplemental project agreement with the Angeles National Forest for San Gabriel River Cattle Canyon Improvements Project - Phase 1; and

WHEREAS, this action will authorize the Chairperson to negotiate and enter into a supplemental project agreement with the Angeles National Forest for Crystal Lake Recreation 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 June 25, 2015.
4. **APPROVES** a master participating agreement with the Angeles National Forest for the purpose of facilitating cooperation to conduct the San Gabriel Canyon Project.

- 5. **AUTHORIZES** the Chairperson to negotiate and enter into a supplemental project agreement with the Angeles National Forest for San Gabriel River Cattle Canyon Improvements Project - Phase 1.
- 6. **AUTHORIZES** the Chairperson to negotiate and enter into a supplemental project agreement with the Angeles National Forest for Crystal Lake Recreation 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 June 25, 2015

Brian Mejia, Chairperson

ATTEST: _____

Terry Fujimoto
Deputy Attorney General