

REPORT OF GENERAL MANAGER

NO. 02-300

DATE: August 14, 2002

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: USDA FOREST SERVICE -- CAMP RADFORD ENVIRONMENTAL ASSESSMENT

* J. Combs GR
 J. Duggan _____
 R. Fawcett _____
 M. Matthews _____

T. Coroalles _____
 J. Kolb _____
 H. Fujita _____

Sam A. Smallwood
 General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Authorize the General Manager to execute the attached collection agreement from the USDA Forest Service in the amount of \$9,929.63 for completion of the required environmental assessment documentation associated with improvements to Camp Radford and any subsequent amendments thereto, subject to approval as to form and legality by the City Attorney.

SUMMARY:

The Department operates Camp Radford on a permit basis from the United States Department of Agriculture (USDA) Forest Service. It has been closed since 1992 due to major damage resulting from the Landers earthquake.

To fund seismic improvements to Camp Radford, the Department has over \$900,000 in Proposition G funding and a Land and Water Conservation Fund grant application currently pending in the amount of an additional \$930,000. Compliance with the National Environmental Policy Act (NEPA) is required to commence any improvements at Camp Radford. The USDA Forest Service submits the attached agreement requesting \$9,923.63 to fund the review and process of our environmental surveys, complete necessary environmental documents, review and process certified engineer plans, and perform on-site monitoring.

This report was prepared by Glenn Robison, Community Services Branch.

FS agreement No.	02-CO-110512-012
Cooperator tax ID No.	
Cooperator Agreement No.	01
	6/19/02

COLLECTION AGREEMENT
between
USDA FOREST SERVICE, REGION 5, SAN BERNARDINO NATIONAL FOREST
and the
CITY OF LOS ANGELES, DEPARTMENT OF PARKS & RECREATION

This **COLLECTION AGREEMENT** is hereby entered into by and between the USDA Forest Service, Region 5, San Bernardino National Forest, hereinafter referred to as the Forest Service, and the City of Los Angeles, Department of Parks & Recreation, hereinafter referred to as the City of Los Angeles, Dept. of Parks & Recreation under the provisions of the Act of June 30, 1914 (16 U.S.C. 498). Upon execution, this document supersedes all prior Collection Agreements executed between the City of Los Angeles, Dept. of Parks & Recreation and the Forest Service.

A. PURPOSE:

The purpose of this agreement is to cover the cost to the Forest Service to complete all the environmental documentation and analysis in compliance with the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321, *et seq.* requirements. Including, the follow-up inspections and administrative cost associated with the authorized projects that are outlined in the City of Los Angeles, Dept. of Parks & Recreation's Five (5) Year Development Plan for Camp Radford. The proponent has voluntarily requested to fund this work and have it moved up the list of priorities in the Forests Program of Work.

The City of Los Angeles, Dept. of Parks & Recreation is a permit holder on the San Bernardino National Forest. Specified projects in their Five Year Development Plan for Camp Radford is approved. Projects include, but not limited to: earthquake retrofit and upgrade their lodge that will include new handicap access ramp, replace several sleeping cabins, upgrade their dining and kitchen facility, replace existing 50,000 gallon water tank with a 100,000 gallon tank, replace two bathrooms, demolish swimming pool and replace with proposed water park, etc. All authorized new buildings and renovations of existing facilities will meet the Uniform Accessibility Standards and the American with Disabilities Act of July 26, 1990.

B. FOREST SERVICE SHALL:

1. Deposit all cash funds received from the City of Los Angeles, Dept. of Parks & Recreation under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.

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2. Use the payments to complete the necessary environmental documentation and analysis that will meet the NEPA requirements for all the authorized projects in the Camp Radford's Five Year Development Plan for Camp Radford. Including, to pay for the cost of follow-up inspections and administrative cost associated with the authorized projects.

3. Review the detailed certified engineer drawings prior to construction to insure that the Uniform Accessibility Standards are met.

C. THE CITY OF LOS ANGELES, DEPT. OF PARKS & RECREATION SHALL:

1. Make an advance payment to the Forest Service of \$9,929.63, to cover the cost of the Forest Service to complete all the environmental documentation and analysis in compliance with the NEPA requirements for the authorized projects that are in their Five Year Development Plan for Camp Radford. Including, the follow-up inspections and administrative cost associated with the authorized projects. The payments shall be made payable to:

USDA - Forest Service
Collection Officer

2. Provide the Forest Service with a certified financial statement in the event it claims it cannot provide funding over the initial \$9,929.63.

3. Send detailed certified engineer drawings to the Forest Service Project Leader no less than 45 days prior to construction of new buildings and for major reconstruction of existing facilities.

4. Obtain building permits from the County of San Bernardino for all projects requiring permits, and keep a copy of the permit at Camp Radford until completion of the projects.

5. All landscaping and erosion control methods will be completed to Forest Service requirements using only native plants to the San Bernardino National Forest.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.

2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

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- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withholding advance payments otherwise due to the recipient.
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

3. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

4. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

The Forest Service is not obligated to fund any changes not properly approved in advance.

5. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.

6. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

8. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through December 31, 2007, at which time it will expire unless extended.

9. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

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10. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Kathy T. Johnson, Project Leader	Ann Vollmer, Camping Director
c/o Lytle Creek Ranger Station	City of LA, Dept. of Parks & Rec.
1209 Lytle Creek Road	3900 West Chevy Chase Drive
Lytle Creek, CA 92358	Los Angeles, CA 90039
Phone: (909) 887-2576	Phone: (213) 485-4853
FAX: (909) 887-8197	FAX: (818) 547-1150
E-Mail:	E-Mail:

Forest Service Administrative Contact	Cooperator Administrative Contact
Bernice Porter, Forest Agreements Coordinator	
San Bernardino National Forest	
1824 S. Commercenter Circle	
San Bernardino, CA 92408	
Phone: (909) 884-6634	Phone:
FAX: (909) 383-5586	FAX:
E-Mail:	E-Mail:

11. ADVANCE BILLING (1). Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period to cover the cost of the Forest Service to complete all the necessary environmental documentation, analysis, and follow-up inspections. Overhead will be assessed at the rate of **18%**.

Billings shall be sent to: City of Los Angeles, Dept. of Parks & Recreation
3900 West Chevy Chase Drive
Los Angeles, CA 90039

12. REIMBURSABLE BILLING (2). Bill the cooperator lump sum, for funds sufficient to cover the costs for the specific payment period. All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures. Overhead at the rate of **18%** will be assessed.

Billings shall be sent to: City of Los Angeles, Dept. of Parks & Recreation
3900 West Chevy Chase Drive
Los Angeles, CA 90039

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If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

13. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

14. FOREST SERVICE LIABILITY. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

15. OBLIGATIONS. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the last date written below.

MANUEL MOLLINEDO
General Manager
City of Los Angeles, Dept. of Parks & Recreation

Date

GENE ZIMMERMAN
Forest Supervisor
San Bernardino National Forest

Date

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

/s/ Judy Reynolds
Judy Reynolds
Acting Agreements Coordinator
Southern Province

June 6, 2002
Date

Forest Service Use: Job Code _____

**CITY OF LOS ANGELES, DEPARTMENT OF PARKS & RECREATION
COLLECTION AGREEMENT COST ESTIMATE**

FOR

CAMP RADFORD'S 5 YEAR DEVELOPMENT PLAN

<u>PERSONNEL</u>	<u>COST/DAY</u>	<u>PROJECT WORK DAYS</u>	<u>CONTRIBUTED SALARY COST</u>	<u>MILEAGE</u>
Project Leader	\$211.89	19	\$4,025.91	1200 @ .365 per mi. = \$ 438.00
Wildlife/NEPA Coord.	\$264.15	2	\$ 528.30	50 @ .365 per mi. = \$ 18.25
Wildlife Bio Asst.	\$161.20	1	\$ 161.20	
Archaeologist	\$277.05	2	\$ 554.10	50 @ .365 per mi. = \$ 18.25
Para-Archaeologist	\$166.01	1	\$ 166.01	
Botanist	\$284.07	1	\$ 284.07	
Botanist Asst.	\$178.60	1	\$ 178.60	
Engineer	\$278.86	5	\$1,394.30	200 @ .365 per mi. = \$ 73.00
Soils/Hydrologist	\$278.35	2	\$ 556.70	50 @ .365 per mi. = \$ 18.25
		TOTAL	\$7,849.19	\$ 565.75

SUB TOTAL

ADMINISTRATIVE COST @18%

\$ 8,414.94
\$ 1,514.69

FOREST SERVICE TOTAL ESTIMATED COST

\$ 9,929.63