



**BOARD MINUTES
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA**

**SUPERVISORS STEVE BENNETT, LINDA PARKS,
KELLY LONG, ROBERT O. HUBER AND JOHN C. ZARAGOZA
June 9, 2020 at 8:30 a.m.**

PUBLIC WORKS AGENCY - Watershed Protection District - Approval of, and Ratification of the Execution of, the Grant Agreement for Grant Funding for the Matilija Dam Removal - Final Design Project with the Wildlife Conservation Board in the Amount of \$5,025,000; Watershed Protection District Zone No. 1; Supervisorial District No. 1.

- (X) All Board members are present.
- (X) The following person is heard: Glenn Shephard.
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Huber, and duly carried, the Board hereby approves recommendations as stated in the Board letter.

By: Lori Key
Lori Key
Deputy Clerk of the Board

RESOLUTION NO. 20-17

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTURA COUNTY
WATERSHED PROTECTION DISTRICT AUTHORIZING AN APPLICATION FOR A GRANT
IN THE AMOUNT OF UP TO \$6,000,000 FROM THE WILDLIFE CONSERVATION BOARD
FOR THE MATILIJA DAM REMOVAL – FINAL DESIGN PROJECT**

WHEREAS, funds were made available to the Wildlife Conservation Board (WCB) for the enhancement or restoration of fish and wildlife habitat for the development of public access facilities for hunting, fishing or other wildlife-oriented recreational uses; and

WHEREAS, the Ventura County Watershed Protection District (District) intends to complete final designs for Matilija Dam removal and for three downstream levee rehabilitation projects as essential components of the Matilija Dam Ecosystem Restoration Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the Ventura County Watershed Protection District takes the following actions:

1. Approves the filing of an application for funding from the WCB; and
2. Certifies that the District will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain all appropriate permits applicable to the project; and
3. Further commits to the terms and conditions specified in the grant agreement subject to review and approval by County Counsel; and
4. Appoints the Director of the District as a representative of the District to conduct negotiations, execute, submit and sign all documents including but not limited to applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project, subject to review and approval by County Counsel.

Upon motion of Supervisor Zaragoza, seconded by Supervisor Parks, and duly carried, the Board hereby adopts this resolution on the 17th day of March 2020.

Kelly Long
Chair, Board of Supervisors
Ventura County Watershed Protection District

ATTEST:

MICHAEL POWERS,
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: Jon Key

Deputy Clerk of the Board



Central Services
Joan Araujo, Director

Engineering Services
Christopher Cooper, Director

Transportation
David Fleisch, Director

Water & Sanitation
Joseph Pope, Director

Watershed Protection
Glenn Shephard, Director

June 9, 2020

Board of Supervisors
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93003

Subject: Approval of, and Ratification of the Execution of, the Grant Agreement Between the Ventura County Watershed Protection District and the Wildlife Conservation Board for \$5,025,000 in Grant Funding for the Matilija Dam Removal – Final Design Project. Supervisorial District 1, WPD Zone 1

Recommendation:

Approve, and ratify the execution of, the grant agreement between the Ventura County Watershed Protection District (District) and the California Wildlife Conservation Board (WCB) for \$5,025,000 in grant funding for the Matilija Dam Removal – Final Design Project (Design Project).

Reason for Ratification:

As a result of disruptions caused by the COVID-19 pandemic, WCB did not release a grant agreement until late April, before its first scheduled meeting on May 20, 2020. The determination had been made that the grant funding would be awarded on that date, but WCB required the Agreement be signed by the District Director before April 30, 2020, in order to be placed on the May agenda. There was insufficient time between the release of the grant agreement, the requirement for the District Director to sign, and the May 20 execution of the Agreement by WCB, to bring the Agreement before your Board for approval and authorization to execute. The District executed the agreement following prior notification and approval of the CEO's Office, and WCB awarded the grant at its May 20 meeting.

Fiscal/Mandates Impact:

Mandatory:	No
Source of Funding:	WCB Proposition 68 Grant Funds
Funding Match Required:	None
Impact on Other Departments:	None



<u>Summary of Revenues & Costs:</u>	<u>FY 2019-20</u>	<u>FY 2020-21 through FY 2024-25</u>
Revenue:	\$ 0	\$ 5,025,000
Costs:		
Direct	\$ 0	\$ 5,025,000
Indirect/Agency Dept.	\$ 0	\$ 0
Indirect/County CAP	\$ 0	\$ 0
Total Costs	\$ 0	\$ 5,025,000
Net District Costs	\$ 0	\$ 0
Recovered Indirect Costs	\$ 0	\$ 0

Current FY Budget Projections

Current FY 2019-20 Budget Projection for Watershed Protection Zone 1 - Unit 4214				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$3,348,900	\$11,009,027	\$10,964,400	\$43,627
Revenue	\$2,100,000	\$2,100,000	\$5,007,2000	\$2,907,200
Net Cost	\$1,248,900	\$8,909,027	\$5,958,200	\$2,950,827

Sufficient revenue and appropriations have been included in the FY 2020-21 Preliminary Budget and will be included in FY 2022 through FY 2025 Budgets, as appropriate.

Discussion:

WCB was created by statute in 1947 to conserve California's wildlife resources and provide for suitable public recreation. WCB currently operates 13 programs that fund acquisition, restoration, and public access projects throughout the State that enhance or restore fish and wildlife habitat.

Eligible project categories for this grant program include planning grants to fund design of restoration and enhancement projects, including new or enhanced facilities. Planning projects are intended to prepare "shovel ready" projects that will have advanced to the stage where initial planning, land tenure, and engineering design plans have been completed. The Design Project meets those requirements.

The Design Project will complete final designs for Matilija Dam removal and for three downstream levee projects that are essential components of the Matilija Dam Ecosystem



Restoration Project (MDERP). WCB has supported MDERP efforts and invited the District to apply for this grant opportunity under its purview.

There are no cost sharing requirements for this grant. Indirect costs for the Project are included in the grant award.

On March 17, 2020, your Board authorized the application for the grant which is before your Board today.

This item has been reviewed by the County Executive Office, the Auditor-Controller's Office, and County Counsel.

If there are any questions regarding this item, please contact me at (805) 654-2040.

A handwritten signature in blue ink, appearing to read "Glenn Shephard", is written over a horizontal line.

Glenn Shephard P.E.
Director

Attachment:

Exhibit 1 – Grant Agreement





GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448
Fax (916) 323-0280

6/5/2020

Glenn Shephard, Director
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1610

MATILIJA DAM ECOSYSTEM RESTORATION PLANNING
VENTURA COUNTY
GRANT AGREEMENT NO. WC-1980DC
PROJECT ID: 2005176

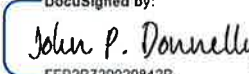
Dear Mr. Shephard:

Enclosed for your records is one fully executed Grant Agreements WC-1980DC for the above referenced project located in Ventura County. This is your Notice to Proceed in accordance with the terms and conditions of the agreement. Please make note of the following deadlines for submission of invoices and receipts for labor and materials: all materials must be ordered and work completed by June 30, 2025. Bills for materials ordered and work completed prior to June 30, 2025, can be submitted up to 30 days past that date. Please keep one copy of the fully executed Grant Agreement for your records.

The Wildlife Conservation Board project manager is Don Crocker. Please coordinate all project activities or any questions you might have regarding the agreement or procedures through Mr. Crocker. He can be reached at (916) 926-7317.

Thank you for your assistance in implementing this important wildlife habitat restoration project.

Sincerely,

DocuSigned by:

FFB2B729029842B...
John P. Donnelly
Executive Director

Enclosure(s)

- cc: CDFW-Accounting Services Branch/Claims Unit
(w/2 copies of agreement WC-1980DC enclosed)
- ec: Ed Pert, Regional Manager
CDFW, South Coast Region (5) (w/o enclosure)

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

for

MATILIJIA DAM ECOSYSTEM RESTORATION PLANNING

VENTURA COUNTY, CALIFORNIA

WC-1980DC

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

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Matilija Dam Ecosystem Restoration Planning
Grant Agreement Number WC-1980DC
Project ID 2005176

Page i

GRANTEE: Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1610
Attn.: Glenn Shephard
Phone: (805) 654-2040
E-mail: glenn.shephard@ventura.org

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Don Crocker, State Representative
Phone: (916) 445-0356
E-mail: don.crocker@wildlife.ca.gov

LANDOWNER: n/a

Grant Agreement No.: WC-1980DC

Board Approval Date: May 20, 2020

Projected Completion Date: June 30, 2025

Terms of Agreement:

Capital Improvements: Notice to Proceed Date (6/5/2020) through June 30, 2025


Management: n/a

Project Life: Sixty-one months

Project ID: 2005176

FUNDING CERTIFICATION

I hereby certify that (a) the following funds will be encumbered on behalf of Grantor; and (b) Grant Funds shall not be disbursed unless and until sufficient proceeds from the source identified below become available to Grantor to disburse.

DocuSigned by:

0D2F5768F618402

Fiscal Officer

5/20/2020

Date:

Grant Amount: \$5,025,000.00

Fund Source: Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002, Section 79572(a)

Appropriation Item: Chapter Prop 50, Statutes of 2002
3640-801-6031

Expenditure Code: 19-1000-702-76010

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, (commencing with Section 1300) of the California Fish and Game Code; the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50); and the approval granted by the Wildlife Conservation Board on May 20, 2020, the Wildlife Conservation Board (Grantor) hereby grants to Ventura County Watershed Protection District (Grantee), a sum not to exceed five million, twenty five thousand dollars (\$5,025,000.00) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: a planning project that will complete final design plans for Matilija Dam removal and for three downstream levee construction/rehabilitation projects (Project) on land commonly known as the Matilija Dam and Reservoir and on portions of the Ventura River floodplain downstream from Matilija Dam, located in Ventura County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5000.00 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. Exhibit C – DISBURSEMENT REQUEST TEMPLATE provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCBCLerical@wildlife.ca.gov and WCB Project Manager Don Crocker (don.crocker@wildlife.ca.gov) with "Project ID 2005176 Invoice No. ____" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Don Crocker

- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.

- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.
- 4.9 With the final invoice, Grantee shall provide a completed Final Cost Share Accounting Form (Exhibit D – FINAL COST SHARE TEMPLATE) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit E - WORK PLAN and incorporated herein by this reference, on or before June 30, 2025 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor.
- 6.4. Not later than 30 days following the completion of all Project activities Grantee will submit either five hard copies or one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

7. BREACH AND REMEDIES

- 7.1. In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2. In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3. In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require

reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.

- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000.00 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000.00 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written

approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page i of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;

- c) any available counseling, rehabilitation, and employee assistance programs; and,
- d) penalties that may be imposed upon employees for drug abuse violations.

8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

- a) will receive a copy of the company's drug-free policy statement; and,
- b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on May 20, 2020, the Board authorized the award of a grant of up to \$5,025,000.00 to Grantee for the Project.

Matilija Dam Ecosystem Restoration Planning, Ventura County
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11. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign two original counterparts of this Agreement. Each fully executed counterpart shall be deemed an original. Grantee shall receive one fully executed original and Grantor shall receive one fully executed original.

12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map
Exhibit B – Budget
Exhibit C – Disbursement Request Template
Exhibit D – Final Cost Share Template
Exhibit E – Work Plan

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

DocuSigned by:
By: John P. Donnelly Date: 6/5/2020
FF0207280280428
John P. Donnelly
Executive Director

GRANTEE

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

DocuSigned by:
By: Glenn Shephard Date: 4/14/2020
B276CB16726948B
Glenn Shephard
Director

Matilija Dam Ecosystem Restoration Planning, Ventura County
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Exhibit A

EXHIBIT A – LOCATION MAP



*Matilija Dam Ecosystem Restoration Planning, Ventura County
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Exhibit B

EXHIBIT B BUDGET

Project Task	Total Cost	WCB
Project Management and Grants Administration	\$1,005,000	\$1,005,000
Matilija Dam Removal	\$1,500,000	\$1,500,000
Meiners Oaks Levee	\$835,000	\$835,000
Live Oak Acres Levee	\$950,000	\$950,000
Casitas Springs Levee	\$735,000	\$735,000
Total	\$5,025,000	\$5,025,000

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EXHIBIT C

DISBURSEMENT REQUEST TEMPLATE

Grantee Letterhead (name, address, telephone, contact person name)

Invoice Date: _____
Invoice No: _____

Project Name:

WCB Project ID Number:

Agreement Number:

Term of Project:

Beginning and end dates

Invoice Period Covered:

Beginning and end dates

Amendments:

If applicable (include date)

WCB Project Manager:

PROJECT TASK	TOTAL COST	TOTAL NON-WCB INVOICES	WCB ALLOCATION	WCB PRIOR INVOICED AMOUNT	CURRENT WCB INVOICE	Remaining Balance of WCB allocation available for expenditure on this task
<i>Should mirror information in Grant, Exhibit B.</i>	<i>Should mirror information in Grant, Exhibit B.</i>	<i>Cumulative cost share contributions to date.</i>	<i>Should mirror information in Grant, Exhibit B.</i>	<i>Sum of invoices previously submitted to WCB for payment.</i>	<i>Current invoice amount.</i>	<i>WCB allocation less prior and current invoice amounts.</i>
Task 1						
Task 2						
Task 3						
...						
TOTAL:						

Total Current Invoice:

\$

Less Retention*:

\$

Less Current Advance Used**:

\$

TOTAL PAYMENT DUE:

\$

*Retention: Unless otherwise approved in advance by WCB, 10% of total current invoice will be retained by WCB until the end of the project.

Advance Funding Summary (if applicable)

CURRENT RETENTION:

\$

PREVIOUS RETENTION:

\$

TOTAL RETENTION WITHHELD TO DATE:

\$

INITIAL ADVANCE:

\$

PREVIOUS ADVANCE USED:

\$

**CURRENT ADVANCE USED:

\$

REMAINING ADVANCE:

\$

Grantee Certification: I hereby certify that the above costs were incurred in the performance of work required under the Agreement and are consistent with the amounts evidenced by supporting documents.

(Printed Name)

(Signature)

(Date)

Instructions - each invoice should be signed, dated, and accompanied by the following:

1. A detailed statement of services for the period covered by the invoice (photos may also be included if appropriate).
2. Supporting or back-up documentation for all charges on the invoice, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all sub-contractor services.
3. Clearly reconcile all supporting documents and identify them with the charges reflected in the invoice. If the attached supporting document includes a charge that will be reimbursed in part by the WCB and another funding source, clearly indicate the portion being paid by the WCB, and reconcile this amount with the invoice.

(TO BE COMPLETED BY WILDLIFE CONSERVATION BOARD)

Approval Requested:
(Signature)

Approval Recommended:
(Signature)

Request Approved:
(Signature)

FINAL COST SHARE ACCOUNTING FORM

Letterhead (include Name, address, telephone, contact person name)

Project Name: Name on Grant Document
Agreement Number: WCB Grant Agreement No.
Term of Project: Beginning and End dates
Amendments: describe if any, along with date
WCB Project Manager:

PROJECT TASK	TOTAL COST	WCB ALLOCATION	COST SHARE SOURCE	COST SHARE SOURCE	COST SHARE SOURCE	COST SHARE SOURCE	TOTAL COST SHARE**
Column contents should be identical to Grant, Exhibit B	Column will be identical to Grant, Exhibit B	Column will be identical to Grant, Exhibit B	Cost Share Source #1, Name	Cost Share Source #2, Name	Cost Share Source #3, Name	Insert additional columns as needed.	Total of all non-WCB charges to this task. This includes invoices or charges for the task item, attributed to another funding source/ partner.
Task 1 (describe)							
Task 2 (describe)							
Task 3 (describe)							
Task 4 (describe)							
Task 5 (describe)							
...							
...							
TOTAL	Sum of all items	Sum of all items	Sum of all items	Sum of all items	Sum of all items		Sum of all items

NOTES

- ** This column will be the same as WCB Disbursement Template, "Cost Share, Cumulative", and should be identical to cost share presented in Grant Exhibit B.
- Cost share backup documents to include: invoices, timesheets, or time estimates with justification. Grantee will keep backup documents for audit-ready files (backup documents will not be provided to WCB).
- This EXHIBIT D - FINAL COST SHARE ACCOUNTING FORM should be included with the final invoice when work is completed, in advance of retention release invoice.
- If Project has numerous partners with small cost share items, these may be consolidated into one column. Please discuss with WCB Project Manager.

WORK PLAN

Task 1: Project Management and Grants Administration

Project management tasks will include procurement and contracting, contract management, scheduling, coordination, meetings, communications, technical reviews, quality control, and tracking of engineering design tasks, timelines and budgets.

Grants administration tasks will include development and processing of quarterly progress reports and invoices and submission of all deliverables in accordance with WCB grant agreement requirements; and completion and submittal of all project close-out documentation per the executed grant agreement.

Miscellaneous tasks will include mapping and other activities related to future right of way acquisitions and utility relocation rights of way; preparation and procurement of all necessary encroachment, access and traffic control permits for contractor field investigations; and associated activities such as stakeholder outreach and communications for each project component.

To Be Completed: Executed contracts; quarterly progress reports and invoices; submission of deliverables; and Project close out report and budget reconciliation.

Task 2: Matilija Dam Removal

Task 2.1: Project Management and Coordination

Activities: Facilitate project team coordination throughout the design process, provide liaison with VCWPD, anticipate and manage changes, coordinate and facilitate communication with regulatory agencies (DSOD, CDFW, NMFS, etc.), Contract Management Team, water purveyors and other impacted entities, and stakeholders. Monitor all aspects of budget and schedule, schedule and conduct meetings, and produce status reports.

To be completed: Technical reports, meeting schedules and minutes, original and revised budgets and schedules, presentations, status summaries, and other project-related documents.

Task 2.2: Complete Dam Removal Phase 1 Design

Uncontrolled Orifices Alternative

Activities: Produce draft and final designs for orifice construction, including structural analysis for orifice boring methodology, refining access requirements, coffer damming and dewatering options, concrete rubble removal and transport considerations, orifice lining requirements, and orifice construction sequence. Coordinate with blasting subcontractor(s) to develop a charge hole boring location design, as well as a blasting plan. Coordination, technical discussions, design review iterations, and regulatory compliance efforts with DSOD will be required.

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Exhibit E

Control Gate Alternative

Activities: Complete structural analysis and produce draft and final designs and installation methodology for optional control gates (analyzing both upstream and downstream gate placement options), including coffer damming and dewatering, structural analysis, and installation plan. Coordination, technical discussions, design review iterations, and regulatory compliance efforts with DSOD will be required

To be completed: structural analysis reports, draft construction specifications and drawings, final specifications and drawings, technical memoranda, written responses to review comments.

Task 2.3: Complete Dam Removal Phase 2 Design

Activities: Produce draft and final design plans for the actual dam removal effort, including further structural analysis and describing alternative concrete removal methods. Develop alternative removal sequencing plans and access methods. Assess alternative concrete rubble disposal location(s) and produce drawings and plans for transporting concrete from the site to the disposal location(s). Develop water quality protective measures commensurate with the alternative removal methods and processes.

To be completed: draft construction specifications and drawings, final specifications and drawings, site map and haul route drawings, technical memoranda, written responses to review comments.

Task 2.4: Site Stabilization

Activities: Analyze local geologic conditions and surface topography, then produce designs for limited treatment within the dam footprint, both dam abutments, and the areas immediately upstream and downstream of the dam to stabilize the slopes and minimize erosion damage.

To be completed: Geotechnical analysis reports, draft construction specifications and drawings, final specifications and drawings, technical memoranda, written responses to review comments.

Task 3: Meiners Oaks Levee

Task 3.1: Project Management and Coordination

Project Management: Maintain project-level coordination across the entire project team; prepare quality control plan, identify development team, independent review team and required disciplines for review; coordinate and manage milestones, schedule, project roles and responsibilities, resource plan, and document control process.

Meetings: Conduct Project kick-off meeting to confirm scope of services, schedule and project objectives; conduct monthly and quarterly progress meetings to review project status, technical studies and progress on draft and final design plans, specifications and estimates.

Public Meetings: Conduct and/or participate in multiple in-person public meetings.

To be completed: Electronic copies of schedule, summaries from project team meetings, and all necessary memoranda, reports and invoices.

Task 3.2: Technical Studies

Data collection: obtain and review all available and pertinent reports and plans; conduct field visit(s) to familiarize the project team with the site and constraints, including Robles Diversion Dam plans and storm drain penetrations; and perform photo documentation of the field visit(s).

Topographic Mapping: Collect and develop new LiDAR maps of the Ventura River bed and levee improvements footprint at least 1,000 feet upstream and downstream of the project area; conduct field surveys of any structures; and merge new LiDAR with existing LiDAR to create the working topographic mapping for this project.

River Hydraulic Analysis: Perform a final river hydraulic analysis in accordance with FEMA requirements. Use the existing HEC-RAS model making changes as needed for detailed design of the levee system, and for a conditional Letter of Map Revision (CLOMR); and use the updated model for freeboard evaluation and to provide maximum shear velocities for the analysis of bank protection, local scour potential and design of toe protection, and to establish levee heights for this project.

Sediment Transport and Scour Analysis: Perform a sediment transport and scour study in accordance with the FEMA requirements. Study will include a detailed sediment transport analysis to evaluate the long-term scour or aggradation potential of the river adjacent to the proposed improvements from approximately 1/2 mile downstream of the levee system's downstream limit to approximately 1/2 mile upstream of the Robles Diversion Dam. Appropriate scour method will be used to predict maximum total scour along the levee for toe-down depths considering long-term bed degradation, single-event general scour (for 100-year flood hydrograph), bedform scour, bend scour, local scour (e.g. bridge pier, drop structure, etc.), and thalweg scour.

Interior Drainage/Joint Probability Analysis: Perform a detailed interior drainage analysis based on the joint probability of interior and exterior flooding to determine the extent of the flooded area and the need for storm drain penetrations in accordance with FEMA requirements. Utilize as-builts where available and perform field surveys where needed to document storm drain outlets, inlets, inverts and manhole elevations upstream of each penetration.

Geotechnical Analysis: Key elements include Subsurface Soil Exploration, Laboratory Testing, Geotechnical Assessment, and Borrow Source Evaluation.

- Subsurface soil exploration will follow standard geotechnical procedures utilizing multiple subsurface borings, test pits, and monitoring wells. The work plan anticipates that VCWPD will procure all necessary encroachment, access and traffic control permits as well as applicable permits from CDFW, USACE and RWQCB. Consultant will procure all well and boring installation and closure

permits; determine staging areas for equipment storage; and complete backfill and restoration work.

- Laboratory testing of sub-surface samples will determine excavation parameters, backfill materials, construction parameters, levee stability during flooding, seismic activity, and scour.
- Geotechnical analysis will include a seepage analysis, slope stability analysis, and a brief discussion of seismic considerations. A geotechnical report will document all subsurface exploration, laboratory testing results and the geotechnical assessment consistent with levee certification requirements.
- Borrow source evaluation will be based on locations identified by VCWPD with suitable access within the local project area. At each site, test pits will be excavated with samples collected for laboratory evaluation. A borrow report will be prepared.

To be completed: One electronic copy of the Hydrology, Hydraulics, Scour, Risk and Uncertainty, interior Drainage, and Geotechnical Analysis as part of the Draft Design documents; and four hardcopies plus one electronic copy of same as part of the Final Design documents.

Task 3.3: Designs

Final Structures Design: Prepare final structural design for the Meiners Oaks facilities to include headwalls, outlet structures including flap gates, and small retaining walls based on the soil and foundation parameters recommended by the geotechnical engineer. Structural calculations for the selected structures type will be prepared in accordance with VCWPD, California, FEMA and USACE design standards.

Draft Design Plans Specifications and Estimates (PS&E): Prepare Draft Design PS&E incorporating comments provided from the project team and stakeholder reviews.

Final Design PS&E: Prepare Final Design PS&E incorporating comments provided from the project team and stakeholder reviews.

Conditional Letter of Map Revision (CLOMR): Prepare the CLOMR submittal to FEMA upon completion of the Draft Design PS&E. Due to the complexity of the design, it will be important to confirm that the proposed improvements and analysis can be certified upon completion of construction. A CLOMR will provide FEMA's conditional approval and limit post-construction processing issues. As approval of the CLOMR is obtained, any requested design revisions will be incorporated into the Final design plans.

Permit Coordination and Processing: Determine project impacts and locations where impacts can be limited and/or avoided; coordinate with Casitas MWD where improvements will tie into the Robles Diversion facility; prepare a traffic management plan; and prepare an encroachment permit to be procured by VCWPD if the project will affect rights of way.

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Exhibit E

To be completed: One electronic copy of the Basis of Design Report, Plans, Specifications, and Cost Estimates, including the native electronic files of the CADD, Specifications, MT2-Forms, and ArcGIS as part of the Draft Design documents; four hardcopies plus one electronic copy of same as part of the final Design documents; and electronic copies of permit-related correspondence, exhibits, and technical support.

Task 4: Live Oak Acres Levee

Task 4.1: Project Management and Coordination

Project Management: Maintain project-level coordination across the entire project team; prepare quality control plan, identify development team, independent review team and required disciplines for review; coordinate and manage milestones, schedule, project roles and responsibilities, resource plan, and document control process.

Meetings: Conduct Project kick-off meeting to confirm scope of services, schedule and project objectives; conduct monthly and quarterly progress meetings to review project status, technical studies and progress on draft and final design plans, specifications and estimates.

Public Meetings: Conduct and/or participate in multiple in-person public meetings.

To be completed: Electronic copies of schedule, summaries from project team meetings, and all necessary memoranda, reports and invoices.

Task 4.2: Technical Studies

Data Collection: Obtain and review all available and pertinent reports and plans; conduct field visit(s) to familiarize the project team with the site and constraints, including the existing levee, bank protection, street improvements, street bridge and storm drain penetrations; and perform photo documentation of the field visit(s).

Topographic Mapping: Collect and develop new LIDAR maps of the Ventura River bed and levee improvements footprint at least 1,000 feet upstream and downstream of the project area; conduct field surveys of any structures; and merge new LiDAR with existing LiDAR to create the working topographic mapping for this project.

River Hydraulic Analysis: Perform a final river hydraulic analysis in accordance with FEMA requirements. Use the existing HEC-RAS model making changes as needed for detailed design of the levee system, and for a Conditional Letter of Map Revision (CLOMAR); and use the updated model for freeboard evaluation and to provide maximum shear velocities for the analysis of bank protection, local scour potential and design of toe protection, and to establish levee heights for this project.

Sediment Transport and Scour Analysis: Perform a sediment transport and scour study in accordance with the FEMA requirements. Study will include a detailed sediment transport analysis to evaluate the long-term scour or aggradation potential of the river adjacent to the proposed improvements from approximately 1/2 mile downstream of Santa Ana Bridge to approximately 1/2 mile upstream of the upstream limit. Appropriate scour methodology will be used to predict maximum total scour along the levee for toe-

down depths considering long-term bed degradation, single-event general scour (for 100-year flood hydrograph), bedform scour, bend scour, local scour (e.g. bridge pier, drop structure, etc.), and thalweg scour.

Interior Drainage/Joint Probability Analysis: Perform a detailed interior drainage analysis based on the joint probability of interior and exterior flooding to determine the extent of the flooded area and the need for storm drain penetrations in accordance with FEMA requirements. Utilize as-builts where available and perform field surveys where needed to document storm drain outlets, inlets, inverts and manhole elevations upstream of each penetration.

Geotechnical Analysis: Key elements include Subsurface Soil Exploration, Laboratory Testing, Geotechnical Assessment, and Borrow Source Evaluation.

- Sub-surface soil explorations will follow standard geotechnical procedures utilizing multiple subsurface borings, test pits, and monitoring wells. If buried levee revetment or embankment material is encountered, controlled backfill utilizing a compaction wheel and water supply will be used. The work plan anticipates that VCWPD will procure all necessary encroachment, access and traffic control permits as well as applicable permits from CDFW, USACE and RWQCB. Consultant will procure all well/boring installation and closure permits; determine staging areas for equipment storage; complete backfill and restoration work; and perform cold patching for any borings drilled through asphalt.
- Laboratory testing of sub-surface samples will determine excavation parameters, backfill materials, construction parameters, levee stability during flooding, seismic activity, and scour. Samples of existing riprap will be used to evaluate density, absorption, soundness, and abrasion resistance.
- Geotechnical analysis will include a seepage analysis, slope stability analysis, and a brief discussion of seismic considerations. Geotechnical analysis and recommendations will also be provided for any improvements that may be necessary for the levee system, including floodwalls, slope protection, and levee embankment raising. A geotechnical report will document all subsurface exploration, laboratory testing results and the geotechnical assessment consistent with levee certification requirements.

To be completed: One electronic copy of the Hydrology, Hydraulics, Scour, Risk and Uncertainty, Interior Drainage, and Geotechnical Analysis as part of the Draft Design documents; and four hardcopies plus one electronic copy of same as part of the Final Design documents.

Task 4.3: Designs

Final Structures Design: Prepare final structural design for the Live Oak Acres facilities to include headwalls, outlet structures including flap gates, and small retaining walls based on the soil and foundation parameters recommended by the geotechnical engineer. Structural calculations for the selected structures type will be prepared in accordance with VCWPD, California, FEMA and USACE design standards.

Draft Design Plans, Specifications and Estimates (PS&E): Prepare Draft Design PS&E incorporating comments provided from the project team and stakeholder reviews.

Final PS&E: Prepare Final Design PS&E incorporating comments provided from the project team and stakeholder reviews.

Conditional Letter of Map Revision (CLOMR): Prepare the CLOMR submittal to FEMA upon completion of the Draft Design PS&E. Due to the complexity of the design, it will be important to confirm that the proposed improvements and analysis can be certified upon completion of construction. A CLOMR will provide FEMA's conditional approval and limit post-construction processing issues. As approval of the CLOMR is obtained, any requested design revisions will be incorporated into the Final design plans.

Permit Coordination and Processing: Determine project impacts and locations where impacts can be limited and/or avoided; coordinate with Ventura County Transportation Department re. improvements at or close to the Santa Ana Bridge; prepare a traffic management plan; and prepare an encroachment permit to be procured by VCWPD if the project will affect rights of way.

To be completed: One electronic copy of the Basis of Design Report, Plans, Specifications, and Cost Estimates, including the native electronic files of the CADD, Specifications, MT2-Forms, and ArcGIS as part of the Draft Design documents; four hardcopies plus one electronic copy of same as part of the Final Design documents; and electronic copies of permit-related correspondence, exhibits, and technical support.

Task 5: Casitas Springs Levee

Task 5.1: Project Management and Coordination

Project Management: Maintain project-level coordination across the entire project team; prepare quality control plan, identify development team, independent review team and required disciplines for review; coordinate and manage milestones, schedule, project roles and responsibilities, resource plan, and document control process.

Meetings: Conduct Project kick-off meeting to confirm scope of services, schedule and project objectives; conduct monthly and quarterly progress meetings to review project status, technical studies and progress on draft and final design plans, specifications and estimates.

Public Meetings: Conduct and/or participate in multiple in-person public meetings.

To be completed: Electronic copies of schedule, summaries from project team meetings, and all necessary memoranda, reports and invoices.

Task 5.2: Technical Studies

Data Collection: Obtain and review all available and pertinent reports and plans; conduct field visit to familiarize the project team with the site and constraints, including the existing levee, bank protection, utilities, access improvements, bike/horse path and storm drain penetrations; and perform photo documentation of the field visit.

Topographic Mapping: Collect and develop new LiDAR maps of the Ventura River bed and levee improvements footprint at least 1,000 feet upstream and downstream of the project area; conduct field surveys of any structures; and merge new LiDAR with existing LIDAR to create the working topographic mapping for this project.

River Hydraulic Analysis: Perform a final river hydraulic analysis in accordance with FEMA requirements. Use the existing HEC-RAS model making changes as needed for detailed design of the levee system, and for a Conditional Letter of Map Revision (CLOMAR); and use the updated model for freeboard evaluation and to provide maximum shear velocities for the analysis of bank protection, local scour potential and design of toe protection, and to establish levee heights for this project.

Sediment Transport and Scour Analysis: Perform a sediment transport and scour study in accordance with the FEMA requirements. Study will include a detailed sediment transport analysis to evaluate the long-term scour or aggradation potential of the river adjacent to the proposed improvements from approximately 1/2 mile downstream of the levee s downstream limit to approximately 1/2 mile upstream of San Antonio Creek. Appropriate scour methodology will be used to predict maximum total scour along the levee for toe-down depths considering long-term bed degradation, single event general scour (for 100-year flood hydrograph), bedform scour, bend scour, local scour, and thalweg scour.

Interior Drainage/Joint Probability Analysis: Perform a detailed interior drainage analysis based on the joint probability of interior and exterior flooding to determine the extent of the flooded area and the need for storm drain penetrations in accordance with FEMA requirements. Utilize as-builts where available and perform field surveys where needed to document storm drain outlets, inlets, inverts and manhole elevations upstream of each of the levee's seven storm drain penetrations.

Geotechnical Analysis: Key elements include Subsurface Soil Exploration, Laboratory Testing, Geotechnical Assessment, and Borrow Source Evaluation.

- Sub-surface soil exploration will follow standard geotechnical procedures utilizing multiple subsurface borings along the selected design alignment. Consultant will provide all information necessary for VCWPD to complete and procure all necessary encroachment and access permits (including access to private property), traffic control permits, and applicable permits from CDFW, USACE and RWQCB. Consultant will determine staging areas for equipment storage, and will backfill borings with bentonite/cement grout.
- Laboratory testing of sub-surface samples will determine excavation parameters, suitable backfill materials, and levee stability under conditions of flooding, seismic activity, and scour; and construction considerations for temporary stability and dewatering requirements.
- Geotechnical analysis will include seepage analysis, slope stability analysis, a brief discussion of seismic considerations, and more in-depth analysis where sustained water flow levels indicate that embankment or foundation seepage could be problematic. A geotechnical report will document all subsurface

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Exhibit E

exploration, laboratory testing results and the geotechnical assessment consistent with levee certification requirements.

To be completed: One electronic copy of the Hydrology, Hydraulics, Scour, Risk and Uncertainty, Interior Drainage, and Geotechnical Analysis as part of the Draft Design documents; and four hardcopies plus one electronic copy of some as part of the Final Design documents.

Task 5.3: Designs

Final Structures Design: Prepare final structural design for the Casitas Springs levee facilities to include Fresno Canyon Drain outlet structures as well as typical headwalls, outlet structures including flap gates, and flood walls and retaining walls based on the soil and foundation parameters recommended by the geotechnical engineer. Structural calculations for the selected structures type will be prepared in accordance with VCWPD, California, FEMA and USACE design standards.

Draft Design Plans. Specifications and Estimate (PS&E): Prepare 60% Design PS&E incorporating comments provided from the project team and stakeholder reviews.

Final Design PS&E: Prepare Final Design PS&E incorporating comments provided from the project team and stakeholder reviews.

Conditional Letter of Map Revision (CLOMR): Prepare the CLOMR submittal to FEMA upon completion of the Draft PS&E. Due to the complexity of the design, it will be important to confirm that the proposed improvements and analysis can be certified upon completion of construction. A CLOMR will provide FEMA's conditional approval and limit post-construction processing issues. As approval of the CLOMR is obtained, any requested design revisions will be incorporated into the Final design plans.

Permit Coordination and Processing: Determine project impacts and locations where impacts can be limited and/or avoided; coordinate with Casitas Municipal Water District, Caltrans, local traffic control agencies and Ventura County Transportation Department re. improvements that will affect or encroach upon existing facilities or rights of way; prepare traffic management plans and encroachment permits where needed.

To be completed: One electronic copy of the Basis of Design Report, Plans, Specifications, and Cost Estimates, including the native electronic files of the CADD, Specifications, MT2-Forms, and ArcGIS as part of the Draft Design documents; four hardcopies plus one electronic copy of some as part of the Final Design documents; and electronic copies of permit-related correspondence, exhibits, and technical support.