



AGRID - 0603
BLID - 1694

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

**SUPERVISORS STEVE BENNETT, LINDA PARKS,
KELLY LONG, PETER C. FOY AND JOHN C. ZARAGOZA
December 4, 2018 at 8:30 a.m.**

CONSENT – PUBLIC WORKS AGENCY - Watershed Protection District – Approval of, and Authorization for the Ventura County Watershed Protection District Director to Execute, a Grant Agreement for an Invited Grant through the Open Rivers Fund, a Program of Resources Legacy Fund Supported by the William and Flora Hewlett Foundation for Right of Way Acquisitions and Appraisal Project in the Amount of \$80,000; and Authorization for the Auditor-Controller to Process the Necessary Budgetary Transactions; Watershed Protection District Zone 1; Supervisorial District No. 1.

- (X) All Board members are present.
- (X) Upon motion of Supervisor Long, seconded by Supervisor Zaragoza, and duly carried, the Board hereby approves the recommendations as stated in the respective Board letters for Consent Items 12 - 33.

By:

Lori Gaines

Lori Gaines
Deputy Clerk of the Board

Ventura County Watershed Protection District



PUBLIC WORKS AGENCY
JEFF PRATT
Agency Director

Glenn Shephard, Director
Watershed Protection District

Arne Anselm
Water Resources

Gerard Kapuscik
Strategic Resiliency Group

Karl Novak
Operations & Maintenance

Bruce Rindahl
Watershed
Resources & Technology

Peter Sheydayl
Design & Construction

Sergio Vargas
Watershed
Planning & Permits

December 4, 2018

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

Subject: Approval of, and Authorization for the Director of the Ventura County Watershed Protection District to Execute, a Grant Agreement for an Invited Grant Through the Open Rivers Fund, a Program of Resources Legacy Fund Supported by the William and Flora Hewlett Foundation, in the Amount of \$80,000 for Right of Way Acquisitions and Appraisal Project; and Authorization for the Auditor-Controller to Process the Necessary Accounting Transactions. (Recommendation 2 Requires 4/5ths Vote). Supervisorial District 1, WPD Zone 1

Recommendations:

1. Approval of, and authorization for the Director of the Ventura County Watershed Protection District (District) to execute, a grant agreement for an invited grant through the Open Rivers Fund, a program of the Resources Legacy Fund (RLF), supported by the William and Flora Hewlett Foundation, in the amount of \$80,000 for Right of Way Acquisitions and Appraisal Project (Project). (Exhibit 1).
2. Authorize the Auditor-Controller to process the necessary accounting transactions in Fund S710. (Requires 4/5ths vote):

INCREASE 4210-4214 Other Charges	\$80,000
INCREASE 4210-4214 Miscellaneous Revenue	\$80,000

Fiscal/Mandates Impact:

Mandatory:	No
Source of Funding:	RLF Foundation
Funding Match Required:	None
Impact on Other Departments:	None

<u>Summary of Revenues & Costs:</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>
Revenue:	\$ 80,000	\$ 0
Costs:		
Direct	\$ 40,000	\$ 40,000
Indirect/Agency Dept.	\$ 0	\$ 0
Indirect/County CAP	\$ 0	\$ 0
Total Costs	\$ 40,000	\$ 40,000
Net District Costs	\$ (40,000)	\$ 40,000
Recovered Indirect Costs	\$ 0	\$ 0

Current FY Budget Projections:

FY 2018-19 Budget Projection for Watershed Protection Zone 1 - Unit 4214				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	\$ 560,000	\$ 560,000	\$ 560,000	\$0
Revenue	\$3,245,000	\$ 3,245,000	\$ 3,245,000	\$0
Net Cost	\$ (2,685,000)	\$(2,685,000)	\$ (2,685,000)	\$0

Discussion:

RLF's programs and projects range in scale from modest to vast—from protecting a site to preserving regional assets or international resources to helping develop or ensure robust implementation of new policy. Much of their work has shaped conservation in four priority areas—lands, rivers and watersheds, coasts and oceans, and climate adaptation and resiliency—in California, across western North America and internationally.

RLF pools and directs funds from both philanthropy and the public sector to create conservation impacts much greater than any single donor or funding source can achieve alone, providing high return on donors' investments.

RLF draws on many kinds of expertise, taps critical relationships with policymakers, partners with agencies and other nonprofits, leverages funding, and builds innovative coalitions to create long-term results.

Since its construction in 1947, the 168-foot-high, arched concrete Matilija Dam has posed a complete barrier to anadromous steelhead migration on the Ventura River and the transport of nearly 8 million cubic yards of fine and coarse sediment downstream to the ocean. However, a coalition of community groups and resource agencies have been



RESOURCES LEGACY FUND
CREATIVE SOLUTIONS. LASTING RESULTS.

November 15, 2018

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

Re: Grant Award Letter and Grant Agreement for Right of Way Acquisitions and Appraisal
Grant # 13288

Dear Mr. Shephard:

It is a pleasure to inform you that Resources Legacy Fund (RLF) has approved a grant in the amount of \$80,000 (Grant) payable to Ventura County Watershed Protection District (VCWPD). This Grant is to support acquisition of right of ways required to advance the Santa Ana bridge replacement project. These funds are awarded to your organization through RLF's Open Rivers Fund (ORF) program.

Unless approved in writing by RLF, VCWPD must adhere to the terms and conditions of the attached Grant Agreement (Agreement) and the final proposal submitted to RLF on October 30, 2018 (Proposal). If the terms of the Agreement differ from your Proposal, the Agreement will control. By signing the attached Agreement, VCWPD confirms that it agrees to all of the terms and conditions set forth in the Agreement.

If the payment or reporting schedules in the Agreement present any significant difficulties for you, please contact us as soon as possible. If the Agreement correctly sets forth your understanding of the terms and conditions of the Grant, please have an authorized officer of VCWPD sign, date, and complete the additional information required on the attached Agreement. The online signature system will automatically send the executed agreement to RLF, and you should also retain a copy for your files. Funds will not be released prior to the receipt of the signed Agreement.

Please direct programmatic questions and communications regarding this Grant to Julie Turrini, Director, Lands, Rivers, and Communities, at jturrini@resourceslegacyfund.org or (916) 442-5057, and any grant administration questions and communications regarding this Grant to Open Rivers Fund Program Coordinator Wendy Chenkovich at wchenkovich@resourceslegacyfund.org or (916) 442-5057. **In all correspondence with us, please refer to the above-referenced grant number.**

The RLF Board of Directors and I are pleased to assist you with this project and wish you success.

Sincerely,


Julie Turrini
Director of Lands, Rivers, and Communities

Organization:	Ventura County Watershed Protection District	RLF Program:	ORF
Project Name:	Right of Way Acquisitions and Appraisal	Grant Number:	13288
Grant Amount:	\$80,000		

GRANT AGREEMENT

This Grant Agreement (Agreement) is entered into as of the Effective Date (defined below) by and between Resources Legacy Fund (RLF) and Ventura County Watershed Protection District (Grantee). RLF and Grantee hereby agree as follows:

1. RLF makes this grant of \$80,000 (Grant) to Grantee to support Grantee's acquisition of right of ways required to advance the Santa Ana bridge replacement project as described in Grantee's final proposal submitted to RLF on October 30, 2018 (Proposal), and as described in this Agreement. If the terms of this Agreement differ from the Proposal, this Agreement will control.
2. Upon receipt of this Agreement signed by Grantee, Grant funds will be disbursed according to the schedule in Attachment 1, subject to the provisions of this Agreement. The term of the Grant is from the date Grantee signs this Agreement (Effective Date) to the due date of the Final Grant Report, as specified in Attachment 1. Grantee will use the Grant solely for the purposes described in this Agreement and the Proposal, and will return to RLF any funds not expended or committed for the purposes of the Grant within the Grant period. **Grantee understands that the Grant is not a gift and agrees that RLF is granting funds to Grantee to pursue the purposes outlined in this Agreement.**
3. Grantee will deliver written Grant report(s) to RLF according to the schedule in Attachment 1 (Grant Report(s)). Unless provided otherwise in Attachment 1, the Grant Report(s) shall contain a narrative report and a financial report. The narrative report should describe what the Grant has accomplished as of the date of the Grant Report. The financial report should detail the following: (a) all Grant fund expenditures during the applicable reporting period, and (b) an analysis of budget (as set forth in the Proposal) compared to actual spending, and a narrative explanation of any differences between the two. **Grantee must obtain pre-approval, and amendment of the Agreement, for any reallocation of the budget of 20 percent or more in any line item, or for creation of a new line item.**
4. RLF's funding of the Grant under this Agreement is contingent upon (a) RLF's review of Grantee's work in connection with the Grant, and its determination that satisfactory progress and performance of the expected purposes is occurring, (b) RLF's timely receipt and its review and approval of Grant Reports submitted by Grantee, and (c) Grantee's compliance with all terms and conditions of the Grant. If at any time RLF determines that Grant purposes are not met, that Grant purposes are unlikely to be met, or that Grantee fails to satisfy the reporting requirements in paragraph 3 above, or otherwise violates the terms of the Grant, RLF may terminate the Grant or may (a) reduce or discontinue Grant funding, (b) require no further spending of Grant funds already disbursed to Grantee, and/or (c) require the return of unspent Grant funds already disbursed to Grantee. If termination occurs prior to the scheduled end date of the Grant, Grantee shall, upon RLF's request, provide RLF a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the effective date of termination.

Organization:	Ventura County Watershed Protection District	RLF Program:	ORF
Project Name:	Right of Way Acquisitions and Appraisal	Grant Number:	13288
Grant Amount:	\$80,000		

5. Grantee shall notify RLF immediately of any anticipated or actual changes in Grantee's head of organization, regardless of title, and/or key personnel identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that changes in Grantee's head of organization, regardless of title, and/or key personnel may trigger RLF review and reassessment of Grantee's ability to meet the purposes of the Grant, and that, following such review, RLF may decide to impose additional terms, conditions, or other limitations on any unexpended Grant funds, including return of those funds.
6. Grantee may publicly attribute funding for the Grant to RLF, as follows. If Grantee makes any public announcement or publishes a written description of the Grant, including in the media or on the Internet, the Grant is to be described as having been "made through the Open Rivers Fund, a program of Resources Legacy Fund supported by The William and Flora Hewlett Foundation." Grantee shall also submit copies of all printed media coverage of or other printed public references to Grantee's work funded by this Agreement, and shall notify RLF of all other, related media coverage or public references.
7. Grantee agrees that RLF may include information on the Grant in periodic public reports, and may also refer to the Grant in a press release or other public communication without Grantee's prior approval.
8. The parties agree that a material condition of this Agreement is that Grantee makes the data, research, knowledge, and other information developed with the Grant funds freely available and without condition to RLF, consistent with the charitable purposes of the Grant.
9. [intentionally omitted]
10. Grantee will maintain financial books and records as required by the Internal Revenue Code and U.S. Department of Treasury Regulations and, if requested by RLF or its agent, will make such books and records available to RLF or its agent at a reasonable time and location for review and audit. Grantee will keep copies of all books and records for at least four years after the date that all of Grantee's obligations under this Agreement have been fulfilled.
11. Grantee shall not use any portion of the Grant funds for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.
12. Grantee shall not use any portion of the Grant funds in any attempt to influence legislation within the meaning of Internal Revenue Code sections 501(h), 4911, 4945(d)(1) or (e).
13. By entering into this Agreement, RLF is not designating the use of funds or directing any activities for the purpose of attempting to influence administrative or legislative action within the meaning of the California Political Reform Act (California Government Code section 81000, et seq.). In the event Grantee uses funds or other resources to

Organization:	Ventura County Watershed Protection District	RLF Program:	ORF
Project Name:	Right of Way Acquisitions and Appraisal	Grant Number:	13288
Grant Amount:	\$80,000		

influence legislative or administrative action, Grantee may incur reporting requirements under California law.

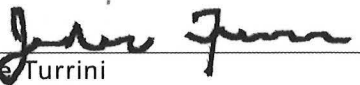
14. Grantee shall not use any of the Grant funds for any of the following purposes: to influence the outcome of any specific public election, or to conduct, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2); to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; to take any action that would, or reasonably could, jeopardize its tax-exempt status under Internal Revenue Code Section 501(c)(3); to provide a grant to an individual or organization which does not comply with the requirements of Internal Revenue Code sections 4945(d)(3) and (4); or, for any other purpose that is not charitable, scientific, or educational, within the meaning of Internal Revenue Code Section 170(c)(2)(B).
15. To the extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless RLF and its directors, officers, employees, and agents from and against any and all losses, expenses, costs, obligation, liabilities, claims, and damages, including interest, penalties, and reasonable attorneys' fees and costs (Liabilities), that RLF may incur as a result of (a) the negligence or willful misconduct of Grantee or its employees or agents in connection with activities supported by this Grant, or (b) Grantee's breach of, or failure to perform, any of the representations, warranties, or agreements contained in this Agreement; or (c) any and all components of Grantee's Santa Ana Bridge replacement project, including any Liabilities arising out of any right of ways acquired with funding provided by the Grant.
16. This Agreement represents the entire agreement of the parties with respect to the Grant, and supersedes any prior oral or written understanding or communication between the parties. This Agreement shall only be amended or modified in a writing signed by both parties, except that a no-cost extension, adjustment to payment schedule, or minor change to the project budget or scope of activities requested by Grantee may be approved unilaterally by RLF through a written or email communication to Grantee.
17. By signing this Agreement, Grantee agrees to its terms and conditions , and warrants and represents that its signatory whose signature appears below has been, and is on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on its behalf.
18. This Agreement is governed by the laws of the State of California, and the parties agree that enforcement of the Agreement, and resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

[Paragraph 19 and signatures are on following page.]


Organization: Ventura County Watershed Protection District
Project Name: Right of Way Acquisitions and Appraisal
Grant Amount: \$80,000
RLF Program: ORF
Grant Number: 13288

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic means, and/or an electronic "e-signature" may be used by an authorized representative of Grantee to bind it to this Agreement, and any such signature shall have the same legal effect as an original.

RESOURCES LEGACY FUND:

By:  Date: 11/20/2018
Julie Turrini
Director
Lands, Rivers, and Communities

VENTURA COUNTY WATERSHED PROTECTION DISTRICT:

By:  Date: 12/4/2018
(Signature)

Printed name: Glenn Shephard

Title: Director

EIN: 95-6000944

**Please provide
mailing address
for payments.**

Organization: VC Watershed Protection District

Address: 800 S. Victoria Ave

City/State/Zip Code: Ventura, CA 93009-1610


Organization: Ventura County Watershed Protection District
Project Name: Right of Way Acquisitions and Appraisal
Grant Amount: \$80,000
RLF Program: ORF
Grant Number: 13288

Attachment 1: RLF Reporting and Payment Schedule

PAYMENT AMOUNT	FINANCIAL & NARRATIVE REPORT DUE ¹	OTHER SCHEDULED ACTIVITIES OR DELIVERABLES	CONDITIONS FOR PAYMENT
\$80,000	n/a	n/a	Upon RLF's timely receipt of signed Grant Agreement.
n/a	Final Grant Report 11/30/2019	Narrative report should describe the following: (a) Grantee's activities conducted during the reporting period; (b) Grantee's progress in advancing Project Outcomes and Indicators of Success identified in Grantee's Proposal; and (c) the material terms and conditions of all right of way acquisitions, including price, appraised fair market value, date of closing, and size of right of way. Grantee's report should also include copies of final recorded right of way documents, appraisals funded by the Grant, and a map showing the location of right of ways acquired with Grant funds.	<i>Potential future funding contingent upon RLF's timely receipt and approval of final reports.</i>

¹ See paragraph 3 of Grant Agreement. Requirements for reports are provided online at the following link:
<http://resourceslegacyfund.org/applicant-resources/>

Signature Certificate

 Document Reference: 2XTN33JKI3R3XW34RX74XZ

RightSignature
Easy Online Document Signing



Glenn Shephard
Party ID: 5JWA6JIG45MBXVGJSW9LFW
IP Address: 157.145.220.3
VERIFIED EMAIL: glenn.shephard@ventura.org

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

4d6781648d01151c55a3d8251b2f2da743bb538d



Julie Turrini
Party ID: VK2HN2IHA4LNDL6ZNSLVWA
IP Address: 63.209.178.11
VERIFIED EMAIL: jturrini@resourceslegacyfund.org

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

c818aca791bfa1bee569630ce13f02978da4b194



Timestamp

2018-12-04 17:17:23 -0800

2018-12-04 17:17:22 -0800

2018-12-04 17:06:52 -0800

2018-11-20 09:26:18 -0800

2018-11-20 09:26:01 -0800

2018-11-15 16:32:02 -0800

Audit

All parties have signed document. Signed copies sent to: Wendy Chenkovich, Glenn Shephard, and Julie Turrini.

Document signed by Glenn Shephard (glenn.shephard@ventura.org) with drawn signature. - 157.145.220.3

Document viewed by Glenn Shephard (glenn.shephard@ventura.org). - 157.145.220.3

Document signed by Julie Turrini (jturrini@resourceslegacyfund.org) with drawn signature. - 63.209.178.11

Document viewed by Julie Turrini (jturrini@resourceslegacyfund.org). - 63.209.178.11

Document created by Wendy Chenkovich (wchenkovich@resourceslegacyfund.org). - 63.209.178.11



This signature page provides a record of the online activity executing this contract.

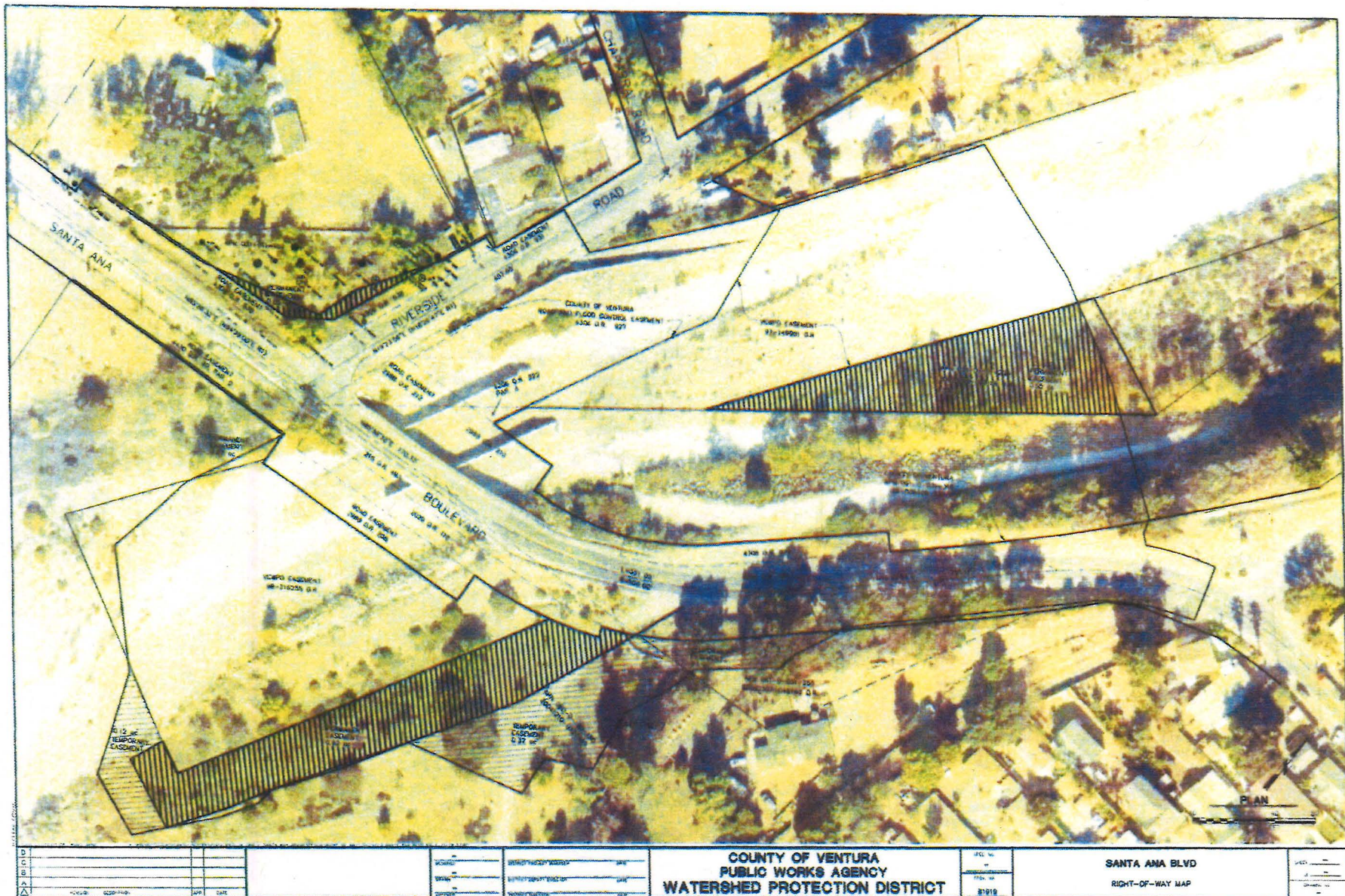


Exhibit 2



APN 010-018-137
46.65 Acres

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

Camino Cielo Property

VICINITY MAP



0 0.05 0.1 Miles

Thank you for your submission. Your application has been submitted successfully, and the tracking number is 23828. For your records, here is a copy of the contents of your application.

RLF Full Proposal Application

Thank You! Your application has been submitted.

Instructions

You can exit this application at any time and return to it later by clicking on the SAVE & FINISH LATER button. Your in-progress application will be accessible via RLF's Funding Portal.

Please note that the fields denoted by a red asterisk * are required. You will not be able to submit the application if any of those fields are blank. You can use the navigation bar at the top to move from one section of the application to another.

For International Applicants, please note that all information must be submitted in English.

Once you click SUBMIT, you cannot change or edit your application.

About Your Organization

Grantee

Ventura County Watershed Protection District

Mailing Address

800 South Victoria Avenue

Address Line 2

City

Ventura

State

California

Zip Code

93009-1610

Country

Ventura

Phone

805-654-2013

Work Extension

Fax

805-654-3350

Website

<http://vcpublicworks.org/watershed-protection-district/watershed-protection-district>

Chief Executive/Head of Organization

Prefix

Mr.

First Name

Glenn

Middle Initial

Last Name

Shephard

Title

Other

Other

Director

E-mail Address

glenn.shephard@ventura.org

Signatory

(Person with legal authority to sign an agreement, if funding is approved.)

Name, Title

Glenn Shephard, Director

Email

glenn.shephard@ventura.org

Tax ID

This is the tax ID of the actual grantee (so, where there is a fiscal sponsorship, the tax ID of the fiscal sponsor).

95-6000944

Non-Profit Status

Please check if you are a U.S. or international nonprofit organization.

No

Organization Background

Briefly describe your organization. Include the year it was founded, its mission, and a description of major program areas.

The Ventura County Flood Control District was created on September 12, 1944 when the California State legislature approved the Ventura County Flood Control Act. The District was formed, in part, to control and conserve flood and storm waters, and to protect watercourses, watersheds, public highways, life and property from damage from flood waters. The original Flood Control Act has been amended over the years to reflect changing needs, but the major change occurred on February 21, 2002, when Assembly Member Tony Strickland introduced AB 2320 to initiate a change in the District name from Ventura County flood Control District to Ventura County Watershed Protection District. The bill passed the State Legislature and was signed by Governor Davis on September 14, 2002, with the official date of change set as January 1, 2003.

Number of Offices

3

Number of Staff

134

Prefix

Mr.

First Name

Peter

Last Name Sheydayi
Title Other
Other Deputy Director
Project Organization Name (If different than above)
Phone 805-654-2016
Extension
E-mail peter.sheydayi@ventura.org
Document Type Audited Financials
Date of Financial Document (Month/Year) Please indicate the month and year the financial document used to complete these fields. 6/2017
Currency Foreign Applicants: please indicate currency used for all financial statement fields. USD
Financial Statement: Net Assets 58643684
Financial Statement: Unrestricted Net Assets

0

Financial Statement: Total Assets

68006687

Financial Statement: Total Liabilities

9363003

Financial Statement: Expenses

31046887

Financial Statement: Revenues

40208542

Proposal

Project Title

Determined by RLF.

Right of Way Acquisitions and Appraisal

RLF Project Lead

Julie Turrini

Proposed Project Start Date

Note: If grant is approved, please see grant agreement for actual effective date and final reporting date, the actual project start and end dates.

12/3/2018

Proposed Project End Date

12/3/2020

Prior RLF Grants/Contracts

Please indicate if you have previously received funding from RLF.

No

Executive Summary

Please provide an overview of the project and intended results.

Since its construction in 1947, the 168-foot-high, arched concrete Matilija Dam has posed a complete barrier to anadromous steelhead migration on the Ventura River and the transport of nearly 8 million cubic yards of fine and coarse sediment downstream to the ocean. However, a coalition of community groups and resource agencies have been working together for almost 20 years to develop a comprehensive strategy to remove the dam, prepare downstream critical infrastructure for increased flood levels and ultimately restore the river from headwaters to ocean. In the process, several millions of dollars in state, local and federal funds have been invested on a series of feasibility studies, technical analyses and other work to produce a consensus-based plan for removal of the dam. In March of 2016 this effort culminated in a multi-stakeholder Matilija Dam "Design Oversight Group" selecting Dam Removal Concept (DRC) 2A as the preferred alternative. Now stakeholders are pursuing funding for this ecosystem-wide solution to rectify the legacy of problems that the Matilija Dam has created (AECOM 2016).

This grant proposal provides for the appraisal and acquisition of three permeant easements (1.2 acres) and two temporary easements (0.6 acres) required for the construction of the Santa Ana Bridge Replacement, and the

appraisal of a property upstream of the Camino Cielo road crossing (46 acres). The property upstream of Camino Cielo (APN 010-0-180-370) has both been identified as a property to be acquired to remove a residential structure that will subject to increased flooding after the dam is removed (completely burned by the Thomas Fire), as well possibly needed for the construction of a bridge to replace the current low water road crossing at Camino Cielo.

Situation Analysis / Needs Assessment

Describe the problem or opportunity you will address. Describe the current situation (baseline status) and the specific aspects that will be changed or improved as a result of your work.

As part of the Matilija Dam Ecosystem Restoration Project, right of way will need to be acquired to implement downstream project components, to remove structures subject to flooding, and undeveloped properties subject to flood damages, associated with impacts from the dam removal.

In order to replace the downstream Santa Ana Boulevard bridge, additional right of way is needed. In order to be competitive for upcoming Proposition 1 and Proposition 68 grants, it is desirable to acquire this right of way now to show that this project is shovel ready for construction implementation.

The property upstream of the Camino Cielo low water road crossing is currently on the market for sale. It is desirable to appraise this property now to provide for the basis of an application potentially either California Department of Fish and Game or the Wildlife Conservation Board for acquisition. This property is also a parcel that the Ojai Valley Land Conservancy (OVLC) has interest in acquiring. Except for the reservation of rights for the potential need to construct a bridge to replace Camino Cielo, the District anticipates that this property will be transferred to OVLC for long term management.

Project Outcomes

Please describe specific outcomes (changes in the situation analysis or baseline) to be achieved by the end of the project or shortly thereafter.

All property will be acquired by permanent or temporary easements and by fee simple interest. Property rights acquired for the construction of the Santa Ana Bridge will include both permanent and temporary easements. For the Camino Cielo Bridge, the property right acquired will be the fee simple interest.

Property to be acquired through permanent easements will be used as access for construction, and for future maintenance of the bridge and channel. Temporary easements will allow access for bridge construction and the easements will be allowed to expire following construction.

Although this grant proposal scope only includes an appraisal, property acquired through fee simple for the parcel upstream of the Camino Cielo crossing consists of approximately 8-acres of the entire 46-acre property currently advertised for sale by the owner. This property will be acquired primarily to limit development on or near the banks of the river. Once the bridge has been constructed, title to the property will be deeded to the Ojai Valley Land Conservancy to be placed into a permanent conservation easement.

Activities

Describe the activities and interventions that will be carried out to achieve the Project Outcomes.

Work activities carried out by the Public Work Agency Real Estate Services Division include the following: 1) preparing waiver valuations; 2) soliciting proposals for appraisals, reviewing proposals, and preparing and executing contracts for appraisals; 3) contracted appraisal tasks; 4) review and certification of appraisals; 5) contacting and negotiating with owners or their agents; for easements, 6) writing deeds and preparing acquisition agreements and offer packages; 7) recording documents; 8) preparing general claims and purchase requests; and 9) providing executed deeds to owners. Acquisition of fee simple activities will go through step 5. Because of the expected cost of the fee property, actual acquisition of the property will be accomplished through means outside this project.

Acquisitions through permanent easements and fee simple interest may require survey and preparation of legal descriptions by the Public Works Agency Survey Division of the property to be acquired, and title report(s) ordered by the Real Estate Services Division.

Project management and grant administration will be provided by the Ventura County Watershed Protection District. Project management will include oversight and management of all work on the project. Grant administration will include preparation and submittal of all grant required reports and invoices.

Indicators of Success

Please describe specific indicators that will be used to measure achievement of outcomes, including sources of information or data you plan to use to track progress.

This project will be a success if property appraisals are obtained which are acceptable to County Real Estate Services and if the owners either accept the offer or, in the case of the property upstream of the Camino Cielo crossing, accept in concept as willing sellers. This outcome will allow the District to move ahead with final design plans with the assurance that property rights have been secured from willing sellers.

External Factors

Briefly note external factors that may affect the outcome(s) of the project.

The external factors that may affect this project include a sudden rise in real estate prices in the area or a lack of willingness on the part of the owners. The former could put acquisition of the property rights out of range, or it could jeopardize property rights negotiations with owners. A lack of willingness on the part of the owners could require major redesign of the project or could result in development on or near the banks of the river.

List of Principal Staff

Please provide a list of the principal staff that will be responsible for administering the grant funds and implementing the proposal, with a brief description of their background and qualifications.

Principal staff who will work on this project include:

Peter Sheydayi - Deputy Director of the Design and Construction Division for the District, certified professional engineer in the State of California, project manager for the Matilija Dam Ecosystem Restoration Project. His role will be over-all project management and engineering design of the project;

Tom Yoshioka - Real Property Agent in the Public Works Agency Real Estate Services Division, degree in finance, certified general real estate appraiser. His role will be oversight of the appraisal process, negotiations with owners, and finalizing easement acquisition;

Masood Jilani - Engineer Manager in the District Design and Construction Division, certified professional engineer in the state of California. His role will be project design engineering

Jose Quiray - Manager in the Survey Division of County Engineering Services Department. His role will be providing staff to survey property to be acquired.

Martha Symes - Grant Specialist for the District, degrees in Archaeology, with over 35 years grant administration experience. Her role will be providing grant administration.

Acquisition Type

For acquisition requests, please indicate the type.

Easement

Project Budget**RLF Request Amount**

80000

Currency

Foreign Applicants: please indicate currency used for all project budget fields.

USD

Match Funding - Cash

0

Match Funding - In Kind

0

Sources of Match Funding

N/A

Overall Project Salaries
10000
RLF Request Salaries
10000
Overall Benefits
6000
RLF Request Benefits
6000
Overall Travel
0
RLF Request Travel
0
Overall Subcontractors
10000
RLF Request Subcontractors
10000
Overall Other #1

0

RLF Request Other #1

0

Other #1 Description**Overall Other #2**

0

RLF Request Other #2

0

Other #2 Description**Overall Land (Fee/Easement Costs)**

40000

RLF Request Land (Fee/Easement Costs)

40000

Overall Land (Stewardship/Other Costs)

0

RLF Request Land (Stewardship/Other Costs)

0

Overall Indirect

14.000

RLF Request Indirect

14.000

Total Project Budget

Include any non-RLF funding, if applicable.

80000

RLF Request Budget Total

Total of RLF funding request only. This should be equal to the RLF Request Amount above.

80000

Lobbying

Do you anticipate any RLF funds being used for grant activities that may qualify as an attempt to influence legislation within the meaning of Internal Revenue Code sections 501(h), 4911, and 4945(d)(1) or (e)? If so, please indicate a dollar amount for each category below. Note: only select RLF programs support lobbying.

No

Direct**Indirect****Attachments**

Title	File Name
Most recent Year End Financial Statements (Audited Preferred)	Watershed Protection District Balance Sheet.pdf
IRS Determination Letter or Comparable Documentation of Organization Type	Ventura County Watershed Protection Act (Act).pdf

Files attached to this form may be deleted 120 days after submission.

Organization: Ventura County Watershed Protection District
Project Name: Right of Way Acquisitions and Appraisal
RLF Program: ORF
Grant Number: 13288

FIRST AMENDMENT TO GRANT AGREEMENT

This document (Amendment) amends Grant Agreement number 13288 between Ventura County Watershed Protection District (Grantee) and Resources Legacy Fund (RLF) (Agreement).


The following sections of the Agreement are amended as follows:

1. RLF makes this grant of \$100,000 (Grant) to Grantee to support Grantee's acquisition of right of ways required to advance the Santa Ana bridge replacement project as described in Grantee's final proposal submitted to RLF on October 30, 2018, as amended by email on December 5, 2019 (collectively, Proposal), and as described in this Agreement. If the terms of this Agreement differ from the Proposal, this Agreement will control.

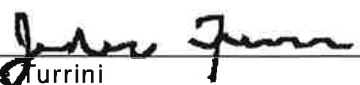
Attachment 1: RLF Reporting and Payment Schedule (attached)

All other provisions of the Agreement shall remain the same. This Amendment will be effective upon full execution by both Grantee and RLF.

Agreed to and accepted by VENTURA COUNTY WATERSHED PROTECTION DISTRICT:

Signature: 
Print name: Glenn Shephard
Title: VCWPD
Date: 01/15/2020

Agreed to and accepted by RESOURCES LEGACY FUND:

Signature: 
Julie Furrini
Director of Lands, Rivers, and Communities
Date: 01/06/2020

Organization:	Ventura County Watershed Protection District	RLF Program:	ORF
Project Name:	Right of Way Acquisitions and Appraisal	Grant Number:	13288

Attachment 1: RLF Reporting and Payment Schedule

PAYMENT AMOUNT	FINANCIAL & NARRATIVE REPORT DUE¹	OTHER SCHEDULED ACTIVITIES OR DELIVERABLES	CONDITIONS FOR PAYMENT
\$80,000	n/a	n/a	Upon RLF's timely receipt of signed Grant Agreement.
\$20,000	n/a	n/a	Upon RLF's timely receipt of signed First Amendment to Grant Agreement.
n/a	Final Grant Report 9/30/2020	Narrative report should describe the following: (a) Grantee's activities conducted during the reporting period; (b) Grantee's progress in advancing Project Outcomes and Indicators of Success identified in Grantee's Proposal; and (c) the material terms and conditions of all right of way acquisitions, including price, appraised fair market value, date of closing, and size of right of way. Grantee's report should also include copies of final recorded right of way documents, appraisals funded by the Grant, and a map showing the location of right of ways acquired with Grant funds.	<i>Potential future funding contingent upon RLF's timely receipt and approval of final reports.</i>

¹ See paragraph 3 of Grant Agreement. Please contact ORF Program Coordinator, Wendy Chenkovich, at wchenkovich@resourceslegacyfund.org for copy of Grant Reporting Guidelines.

Signature Certificate

 Document Reference: UMTI2ZITWI6ZN28BHMPNU

RightSignature

Easy Online Document Signing



Glenn Shephard

Party ID: AHHW3HJDVI8969RKGBSX8X

IP Address: 157.145.220.3

VERIFIED EMAIL: glenn.shephard@ventura.org

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

b28115468b4aef14c366187fb4e25a61b506c0c5



Julie Turrini

Party ID: MD8NJ3J4G4C448LPAWYWB8

IP Address: 63.209.178.11

VERIFIED EMAIL: jturrini@resourceslegacyfund.org

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

36d455092de26ef781aac633737cbf9f8d673f3c



Timestamp

2020-01-15 16:37:57 -0800

2020-01-15 16:37:56 -0800

2020-01-15 16:36:18 -0800

2020-01-06 15:42:15 -0800

2020-01-06 15:41:34 -0800

2020-01-06 13:02:31 -0800

Audit

All parties have signed document. Signed copies sent to: Wendy Chenkovich, Glenn Shephard, and Julie Turrini.

Document signed by Glenn Shephard (glenn.shephard@ventura.org) with drawn signature. - 157.145.220.3

Document viewed by Glenn Shephard (glenn.shephard@ventura.org). - 157.145.220.3

Document signed by Julie Turrini (jturrini@resourceslegacyfund.org) with drawn signature. - 63.209.178.11

Document viewed by Julie Turrini (jturrini@resourceslegacyfund.org). - 63.209.178.11

Document created by Wendy Chenkovich (wchenkovich@resourceslegacyfund.org). - 63.209.178.11



This signature page provides a record of the online activity executing this contract.