



BLTD-1733

**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 18, 2019 at 8:30 a.m.**

CONSENT – PUBLIC WORKS AGENCY – Watershed Protection District - Approval of, and Authorization for, the Acceptance of \$13,426,939 in California Department of Fish and Wildlife Proposition 1 Fiscal Year (FY) 2019-20 and Proposition 68 FY 2018-19 Restoration Grant Program Funding for the Santa Ana Bridge Replacement – a Component of the Matilija Dam Restoration Project; Authorization for the Ventura County Watershed Protection District Director to Execute the Grant Agreement; and Adoption of the Resolution Accepting the Grant; District Zone 1; Supervisorial District No. 1.

- (X) All Board members are present.
- (X) Upon motion of Supervisor Long, seconded by Supervisor Bennett, and duly carried, the Board hereby hears Consent Agenda Item 40 as a Regular Agenda Item.
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Long, and duly carried, the Board hereby approves the recommendations as stated in the Board letter.

By: Lori Gaines
Lori Gaines
Deputy Clerk of the Board

county of ventura



Jeff Pratt
Agency Director

Central Services
Joan Araujo, Director

Engineering Services
Christopher Cooper, Director

Transportation
David Fleisch, Director

Water & Sanitation
Michaela Brown, Director

Watershed Protection
Glenn Shephard, Director

June 18, 2019

Board of Supervisors
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009

Subject: Approval of, and Authorization for, the Acceptance of \$13,426,939 in California Department of Fish and Wildlife Proposition 1 Fiscal Year (FY) 2019-2020 and Proposition 68 FY 2018-2019 Restoration Grant Program Funding for the Santa Ana Bridge Replacement – a Component of the Matilija Dam Restoration Project; Authorization for the Ventura County Watershed Protection District Director to Execute the Grant Agreement; and Authorization for the Chair of the Board to Sign the Resolution Accepting the Grant. Supervisorial District 1, District Zone 1

Recommendations:

1. Approve and authorize the acceptance of \$13,426,939 in California Department of Fish and Wildlife (CDFW) Proposition 1 FY 2019-2020 and Proposition 68 FY 2018-2019 Restoration Grant Program funding for the Santa Ana Bridge Replacement – a Component of the Matilija Dam Restoration Project (Project).
2. Authorize the Ventura County Watershed Protection District (District) Director to execute the grant agreement. (Exhibit 1)
3. Authorize the Chair of the Board to sign the attached resolution accepting the grant.

Fiscal/Mandates Impact:

There are no additional County costs associated with this Board action at this time. The District will return to your Board to award associated contracts and process any necessary budget adjustments.



Discussion:

During the fall of 2018, CDFW announced the opening of the application period for the Proposition 1 FY 2019-2020 and Proposition 68 FY 2018-2019 Restoration Grant Program. On December 11, 2018, your Board authorized the District to apply for this funding. On May 13, 2019, CDFW informed the District that its proposal for the Project had been selected for funding for the full amount requested of \$13,426,939. In order to execute the grant agreement, CDFW has requested that the District provide several documents, including the authorizing resolution from your Board confirming its approval of the acceptance of the grant.

The Project is designed to replace the bridge that crosses the Ventura River at Santa Ana Boulevard with a wider and higher bridge. The current bridge was built in 1960. It acts as a river constriction that causes sediment deposition upstream, as well as restricts fish passage during flood flows. Replacement would correct both issues.

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

Your Board previously authorized the grant application whose acceptance 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 or at glenn.shephard@ventura.org.



Glenn Shephard P.E.

Attachments

Resolution of Acceptance
Exhibit 1 – Grant Agreement

RESOLUTION NO. 19-80

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTURA COUNTY
WATERSHED PROTECTION DISTRICT APPROVING ACCEPTANCE OF A GRANT
IN THE AMOUNT OF \$13,426,939 FROM THE CALIFORNIA DEPARTMENT OF FISH
AND WILDLIFE PROPOSITION 1 AND PROPOSITION 68 RESTORATION GRANT
PROGRAM**

WHEREAS, the California Department of Fish and Wildlife (CDFW) Watershed Restoration Grant Program will invest over \$285 million for statewide watershed protection and restoration outside of the Sacramento-San Joaquin Delta; and

WHEREAS, the Ventura County Watershed Protection District (District) applied for a grant under this program in December 2018; and

WHEREAS, the CDFW has awarded a grant to the District in the amount of \$13,426,939 in funding for the Santa Ana Bridge Replacement – a Component 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 acceptance of this grant; and
2. Authorizes the District Director to sign the grant agreement; and
3. Directs the Board chair to sign this resolution; and
4. Certifies that the project will comply with any applicable laws and regulations including, but not limited to, legal requirements for health and safety, and that, prior to commencement of construction, all applicable permits will have been obtained.

Upon motion of Supervisor Bennett, seconded by Supervisor Long, and duly carried, the Board hereby adopts this resolution on the 18th day of June 2019.


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: Lou Gaines
Deputy Clerk of the Board





State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**PROPOSITION 1 WATERSHED RESTORATION GRANT PROGRAM
PXX96XXX – SANTA ANA BRIDGE REPLACEMENT - A COMPONENT OF THE
MATILIJIA DAM ECOSYSTEM RESTORATION PROJECT**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1610

SECTION 1 – LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (CDFW or Grantor) developed the Watershed Restoration Grant Program in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add article, Section 79737, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem and watershed restoration and protection projects.

Pursuant to Fish and Game Code Section 1501.5(b), Grantor is authorized to enter into this Grant Agreement (Agreement) and to make an award to Ventura County Watershed Protection District (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, including Section 5.06 - General Terms and Conditions, Grantor shall provide Grantee with a maximum of \$13,426,939 (Grant Funds) to financially support and assist Grantee's implementation of Santa Ana Bridge Replacement - a Component of the Matilija Dam Ecosystem Restoration Project (Project).
- 2.02 Term:** The term of this Agreement begins upon Grantor approval through March 15, 2023.

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a public entity validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement's terms.

SECTION 5 – GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 - Project Statement.
- 5.03 Use of Project Funds:** Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.05 Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this

Agreement and shall permit termination of this Agreement by Grantor.

- 5.06 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) is attached hereto and made a part of this Agreement.
- 5.07 Amendments:** This Agreement may only be amended in accordance with Section 5.06 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.
- 5.08 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the California Department of Fish and Wildlife from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, CWC § 79707 (g)). Further, Grantee shall include appropriate acknowledgement of credit to the Watershed Restoration Grant Program and its implementing agency, the California Department of Fish and Wildlife, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.09 Labor Code Requirements; Prevailing Wage:** Grantee shall comply with the California Labor Code for the Project. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code (see section 1720 et seq.). Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and Grantor cannot provide advice about Labor Code compliance.
- 5.10 Environmental Compliance:** Grantee shall not proceed with on the ground implementation until California Environmental Quality Act compliance and all necessary permits and consultations are secured and Grantee has received a Notice to Proceed letter from the CDFW Grant Manager. Written permission must be obtained from landowner(s) for access to perform grant work; copies of such permission shall be provided to the CDFW Grant Manager.
- 5.11 Engineering Compliance:** As may be necessary, Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to Section 6700 et seq. (Professional Engineers Act) or Section 7800 et seq. (Geologists and Geophysicists Act).

If Grantee fails to perform in accordance with the compliance provisions of this Agreement, Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

6.01 Introduction: The Project will restore natural channel capacity in the Ventura River at a critical point of constriction for steelhead migration. The project is an essential component of the Matilija Dam Ecosystem Restoration Project that requires several downstream restoration and infrastructure projects as critical steps towards the removal of Matilija Dam, an antiquated, sediment-filled water storage facility. Dam removal restores steelhead access to 17.3 miles and 491 acres of suitable headwaters habitat, and long-sequestered sediment to downstream riverine, estuarine and nearshore coastal habitats.

6.02 Objectives: Specific objectives of this Project are:

- Improve water and sediment flows under current and future conditions.
- Enhance fish passage and instream habitat for anadromous steelhead.
- Restore natural sediment transport and deposition processes.
- Enhance community and recreational access with improved pedestrian and bicycle clearances.
- Complete the first of 5-6 critical downstream restoration and infrastructure improvements as prerequisites to Matilija Dam removal.

6.03 Project Description:

6.03.1 Location: Grantee will implement the Project on approximately 1.2 acres of publicly-owned land located on Santa Ana Boulevard 0.5 miles west of the intersection with Highway 33, latitude 34.3996200 and longitude 119.30830 in Ventura County, California (Property).

6.03.2 Project Site Access: Grantee shall give Grantor, and its employees and agents written permission to access the Property at least once every 12 months from the date of Grantor's Notice to Proceed until 25 years after the term of this Agreement (as set out in Section 2 - Grant Award) ends for purposes of inspections, and monitoring. Such access shall be reasonably acceptable to the Landowner(s) and the requester following written or verbal request to Grantee. Grantee shall provide a copy of the access agreement to Grantor to include in Grantor's Agreement file prior to Grantee beginning any work at the Project site(s).

6.03.3 Materials and Equipment: Property acquisitions and equipment purchases must be consistent with Section 5.06 - General Terms and Conditions. All materials and equipment are included in subcontractor costs or will be provided as cost share by Grantee.

6.03.4 Project Implementation: Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.03.6 – Schedule and Deliverables:

Task 1 – Project Management and Administration

Grantee will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, assuring all permits are finalized, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

Subtask 1.1 – Data Management

Data management activities will be coordinated by the Project Manager. Grantee, its subcontractors and collaborators shall be responsible for ensuring that data collection, data acquisition, and/or data development activities will incorporate the standards expressed in CDFW's Scientific Integrity Policy (<https://www.wildlife.ca.gov/Science-Institute/Policies-and-Guidelines>). Grantee, its contractors and collaborators are responsible for ensuring that data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meets the Grantor's minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>) and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and all data have been delivered to CDFW Grant Manager.

All scientific data collection efforts are required to include metadata files or records indicating at a minimum:

1. Who collected the data;
2. When the data was collected;
3. Where the data was collected;
4. How the data was collected (description of methods and protocols);
5. Documentation of any peer review or statistical consultations;
6. The purposes for which the data was collected;
7. Definitions of variables and abbreviations used, including units of measure;
8. Any restrictions on the distribution and use of the data;
9. The terms of any landowner access agreement(s), if applicable; and
10. References to any related CDFW permits or regulatory actions.

All data and associated metadata collected by or created under this Agreement are a required deliverable of this Agreement. All data deliverables should be budgeted for and included in the Project timeline as a part of this Agreement. A condition of final payment on this Agreement shall include the delivery of all related data assets. Geospatial data must be delivered in an industry-standard geospatial data format where applicable and documented with metadata in

accordance with the CDFW Minimum Metadata Standards.

Data related to observation, occurrence or distribution of state or federal special status species or California Native Plant Society listed species shall be reported to the California Natural Diversity Database (CNDDB) using the online field survey form or other digital method.

The following Project information shall be uploaded by Grantee to Project Tracker (<http://ptrack.ecoatlas.org/>) in EcoAtlas (<http://www.ecoatlas.org/>): Project name, Project proponent and contact information, Project boundary [GIS polygon], Proposition 1 funding details, pertinent dates, activity type, and habitat types and amounts.

Water quality data generated by the Project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org/>) (CWC §79704). Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to CDFW Grant Manager prior to submitting a Final Invoice.

Groundwater monitoring data generated by the Project will be collected and reported in a manner that is compatible and consistent with the groundwater data systems administered by the State Water Resources Control Board (CWC § 79704). Grantee shall upload relevant data to GeoTracker GAMA (<http://www.waterboards.ca.gov/gama/>) and provide proof of successful data submission to CDFW Grant Manager prior to submitting a Final Invoice.

Fish passage improvement and water diversion screening project data shall be submitted to the California Fish Passage Assessment Database (PAD) <https://nrm.dfg.ca.gov/PAD/>. Data required includes name and type of barrier or diversion, geographic location, stream name, structure owner, species and life stages benefited from remediation, description of remediation, photos, and pre- and post-treatment biological monitoring data.

Task 2 – Environmental Permits and Monitoring Plan

Grantee and its Biological Monitoring Subcontractor will obtain all regulatory permits, notifications, and other regulatory compliance approvals required to construct and maintain the Project. Grantee or its Design Consultant Subcontractor will make all modifications required by regulatory permits. Permits and approvals will include at a minimum: Clean Water Act Section 404 Permit, Clean Water Act Section 401 Permit, National Oceanic Atmospheric Administration Fisheries Section

7 Endangered Species Act Biological Opinion, U.S. Fish and Wildlife Service Section 7 Endangered Species Act Biological Opinion, National Pollutant Discharge Elimination System (NPDES) Permit, and California Fish and Game Code Section 1600 Streambed Alteration Agreement. Grantee or its Biological Monitoring Subcontractor will develop a Monitoring Plan to document construction and post-construction regulatory compliance and outcomes.

Task 3– Final Bid Documents

Grantee and its Design Consultant Subcontractor will finalize the Project Design Plans and prepare bid documents including: bid proposal, specifications, cost estimates and construction schedule, Operations and Maintenance Plan for the bridge and bank protection components, and river sediment thresholds. The final Project Design Plans will include: Title Sheet and Location Map Typical Cross-Sections, Layout Sheet, Profile and Super elevation, Construction Details (including pavement delineation), Abutment/Bank Protection Details, Erosion Control, Contour Grading, Drainage, Utility Plan, Construction Area Signs, Stage Construction, Traffic Handling Plan, Traffic Handling Details, Summary of Quantities, Bridge General Plan, Deck Contour Plan, Foundation Plan, Abutment Layout, Abutment Details, Pier Layout, Pier Details, Bridge Typical Section, Girder Layout, Girder Reinforcement, Approach Slab Details, Log of Test Borings Sheet, Road Plan and Profile, Road Cross Sections, Channel Plan and Profile, and Channel Cross Sections.

Project technical special provisions (specifications) will be based on the Greenbook Standard Specifications for Public Works Construction, and the Ventura County Standard Specifications. Caltrans special provisions will be utilized for the bridge technical specifications when required and edited to conform to the Greenbook format. A construction working day schedule using Microsoft Project will be prepared showing controlling items of work, and consideration for expected seasonal constraints.

Task 4– Right of Way and Utility Relocations

Grantee's Design Consultant Subcontractor will provide real estate support during construction to work with the adjacent property owners. Interfering utilities will be relocated in coordination with the utility owners. The locations of existing utilities will be shown on the plans. A Utility Relocation Plan will be prepared for the conflicting utilities for review and approval of the utility companies.

Task 5 – Construction

Grantee will advertise and award the construction contract to a qualified Construction Subcontractor. Construction will include mobilization, traffic control, water pollution control, clearing and grubbing,

construction of the new bridge, removal of the existing bridge, roadway improvements, bank protection, planting, and final clean-up.

Task 6 – Construction Management and Inspection

Grantee and its Design Consultant Subcontractor will provide construction management and daily construction inspection services. Grantee and its Material Testing Subcontractor will conduct materials testing to ensure proper methods and materials are used during the project construction; and contract administration and management.

Task 7 – Biological Monitoring

Grantee and its Biological Monitoring Subcontractor will conduct site monitoring per the Monitoring Plan to ensure compliance with regulatory permits and the Mitigation Monitoring and Reporting Plan (MMRP). Reports will be prepared to document compliance and submitted to regulatory agencies as required by issued permits.

- 6.03.5 Long-Term Maintenance:** Grantee shall ensure that the Project and Property are properly operated, used, and maintained consistent with the purposes (as stated in Section 6.01 – Introduction) and objectives (as stated in Section 6.02 – Objectives) of the Project for 25 years beyond the term of this Agreement. Grantor will not fund long-term maintenance activities outside of the term of this Agreement.

6.03.6 Schedule and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports	Due within 30 days following each calendar quarter
		Quarterly Invoices	Due with Quarterly Progress Reports
		Project Work Plan	Due with first quarterly progress report
		<ul style="list-style-type: none"> Executed Subcontracts Contractor Bonds and Insurance Documents 	Prior to Start of Construction
		Draft Final Project Report including: <ul style="list-style-type: none"> Project Data Project Construction Summary Report Performance Measures Report 	March 30, 2022

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		<ul style="list-style-type: none"> • As-Built Drawings 	
		Final Project Report including: <ul style="list-style-type: none"> • Project Data • Project Construction Summary Report • Performance Measures Report • As-Built Drawings 	April 29, 2022
		Project Close-out Report and Final Invoice	May 30, 2022
2	Environmental Permits and Monitoring Plan	All Permits and Monitoring Plan	October 30, 2020
3	Final Bid Documents	Final Bid Package including <ul style="list-style-type: none"> • Bid proposal, • Plans, specifications • Cost estimates • Construction schedule Operations and Maintenance Plan.	November 27, 2020
4	Right of Way and Utility Relocations	Relocated Utilities	November 27, 2020
5	Construction	Construction of new Santa Ana Bridge per engineering plans and specifications	November 26, 2021
6	Construction Management and Inspection	<ul style="list-style-type: none"> • Notes from pre-construction meetings and other construction meetings • Inspector daily reports (including construction photos) • Groundwater quality inspection reports • Materials testing reports, and 	Due with Quarterly Progress Reports

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		<ul style="list-style-type: none"> • Construction change orders 	
7	Biological Monitoring	Biological Monitoring Reports, including: <ul style="list-style-type: none"> • Pre-construction biological surveys, • Environmental sensitivity training, • Surface and ground water quality monitoring and reporting, • Biological monitoring reports, and • Construction completion reporting. 	Due with Quarterly Progress Reports

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	John Downs	Name:	Peter Sheydayi
Title:	Sr. Environmental Scientist	Title:	Deputy Director
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	800 South Victoria Avenue Ventura, CA 93009-1610
Phone:	(916) 445-5017	Phone:	(805) 654-2016
Email:	John.Downs@wildlife.ca.gov	Email:	Peter.sheydayi@ventura.org

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Keng Saefong	Name:	Martha Symes
Title:	Program Analyst	Title:	Grant Specialist
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	800 South Victoria Avenue Ventura, CA 93009-1610
Phone:	(916) 445-5350	Phone:	(805) 654-2013
Email:	Keng.Saefong@wildlife.ca.gov	Email:	Martha.symes@ventura.org

SECTION 8 – REPORTS

- 8.01 Progress Reports:** Grantee shall submit Quarterly Progress Reports that comply with the requirements below to CDFW Grant Manager. CDFW Grant Manager will provide Grantee with a sample Progress Report upon request.

Requirements:

1. Grantee name, the Project title, this Agreement number, and dates progress report covers;
2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming work scheduled for the subsequent quarter;
3. Documentation of all subcontractor activities;
4. Updates on progress towards meeting project objectives, output and outcome performance measures;
5. Document delivery of any intermediate work products;
6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
8. Quarterly progress reports will be submitted electronically in PDF or Microsoft Word compatible format and conform to the template provided.

- 8.02 Final Report:** Grantee shall submit a Draft Final Report at least 30 days prior to Grantee's submission of the Final Report. CDFW Grant Manager will provide Grantee a sample Final Report template upon request. Grantee shall submit a Final Report that summarizes the life of this Agreement and describes the work and results pursuant to Section 6 - Project Statement and by the date listed in Section 6.03.6 – Schedule and Deliverables. Grantee will submit an electronic copy of the Final Report upon completion of the Project tasks.

- 8.03 Project Close-Out Summary Report:** Grantee shall prepare and submit a Project Close-Out Summary Report in either PDF or Microsoft Word compatible format by the date listed in Section 6.03.6 – Schedule and Deliverables. Grantee's Project Close-Out Summary Report must summarize the Project's accomplishments consistent with the Watershed Restoration Grants Program goals. Grantee shall include a Final Invoice with the Project Close-Out Summary Report. CDFW Grant Manager will provide Grantee with a Project Close-Out Summary Report template upon request.

SECTION 9 – BUDGET AND PAYMENT

- 9.01 Budget Details and Funding Summary:** Grantor will provide an amount not to exceed \$13,426,939 as detailed below (Budget).

Line Item Budget Detail	
A. PERSONNEL SERVICES	
<i>Administrative Support</i>	\$6,904
<i>Contract Administration</i>	\$5,569
<i>Contract Support</i>	\$10,920
<i>Department Director</i>	\$3,846
<i>Engineering Technician</i>	\$19,220
<i>Environmental Manager</i>	\$15,286
<i>Environmental Planner</i>	\$45,604
<i>Grants Administrator</i>	\$8,180
<i>Labor Compliance</i>	\$3,877
<i>Land Surveyor</i>	\$7,874
<i>Materials Inspector</i>	\$29,627
<i>Program Manager</i>	\$30,355
<i>Project Engineer</i>	\$84,300
<i>Project Manager</i>	\$84,645
<i>PW Inspector</i>	\$121,023
<i>Real Property Agent</i>	\$1,617
<i>Real Property Manager</i>	\$736
<i>Senior PW Inspector</i>	\$24,488
<i>Supervising Land Surveyor</i>	\$2,210
Subtotal Personnel Services	\$ 506,281
Staff Benefits @ 58%	\$ 293,643
Total Personnel Services	\$ 799,924
B. OPERATING EXPENSES: GENERAL	
<i>Permit Fees</i>	\$ 34,224
Subtotal Operating Expenses: General	\$ 34,224
C. OPERATING EXPENSES: SUBCONTRACTORS	
<i>Biological Monitoring Subcontractor</i>	\$ 173,635
<i>Design Consultant Subcontractor</i>	\$ 180,040
<i>Construction Subcontractor</i>	\$ 12,025,000
<i>Material Testing Subcontractor</i>	\$ 47,286
Subtotal Operating Expenses: Subcontractors	\$ 12,425,961
D. OPERATING EXPENSES: EQUIPMENT	
<i>Equipment item</i>	\$ 0
Subtotal Operating Expenses: Equipment	\$ 0
E. SUBTOTALS & INDIRECT COSTS	
SUBTOTAL A + B (Personnel Services + Operating	\$ 834,148

Line Item Budget Detail	
Expenses: General)	
SUBTOTAL C (Operating Expenses: Subcontractors)	\$ 12,425,961
SUBTOTAL D (Operating Expenses: Equipment)	\$ 0
Indirect Charge Rate 20% (Applies to Sections A + B only)	\$ 166,830
F. GRAND TOTAL	\$13,426,939

Any changes or modifications to a fund source indicated below must be promptly reported to CDFW Grant Manager in writing.

Funding Sources Summary			
Source of Funds	Cash	In-Kind	Total
CDFW Proposition 1 Grant Program	\$13,426,939	\$0	\$13,426,939
Other	\$0	\$0	\$0
Total Project Cost	\$13,426,939	\$0	\$13,426,939

9.01.1 Budget Flexibility: Any revision to the Budget of this Agreement must comply with Section 5.07 – Amendments. Grantor will not approve requests for Budget revisions that would be inconsistent with the purpose, objectives, or description of the Project as detailed in Section 6 - Project Statement or increase the total amount of Grant Funds. A Budget revision that would shift up to \$25,000 or 10% of Grant Funds, whichever is less, only requires CDFW Grant Manager approval. A budget revision that would shift more than \$25,000 or 10% of the Grant Funds, whichever is less, or change a line item requires additional approval.

9.02 Payment Provisions

9.02.1 Disbursements: Grantor will disburse Grant Funds to Grantee not more frequently than quarterly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified in Section 6.03.6 – Schedule and Deliverables. The invoice package must be either mailed hard copy or electronic submission to CDFW Grant Manager contact located in Section 7 – Contacts.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	Ventura County Watershed Protection District
----------------------	--

Attention:	Debra Cavaletto
Address:	800 South Victoria Avenue, Ventura, CA 93009

- 9.02.2 Invoice Documentation:** Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable. CDFW Grant Manager will provide Grantee with a sample invoice template upon request.

Requirements: The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., Pxx96xxx-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

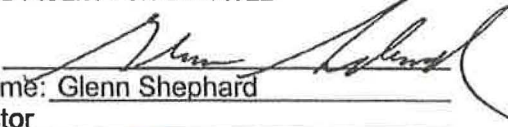
Q1996006

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: 

Printed Name: Glenn Shephard

Title: Director

Date: 10/2/14

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: 

Printed Name: Valinda Roberts

Title: Chief, Business Operations

Date: 10/2/14

ORIGINAL

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.



October 2, 2019

Peter Sheydayi
Ventura County Watershed Protection District
800 S. Victoria Avenue
Ventura, CA 93009

Re: Q1996006 00 SANTA ANA BRIDGE REPLACEMENT- A COMPONENT OF THE MATILJA DAM
ECOSYSTEM

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.


Authorized Signature

10/2/19
Date

Glenn Shephard, Director
Printed Name and Title of Person Signing



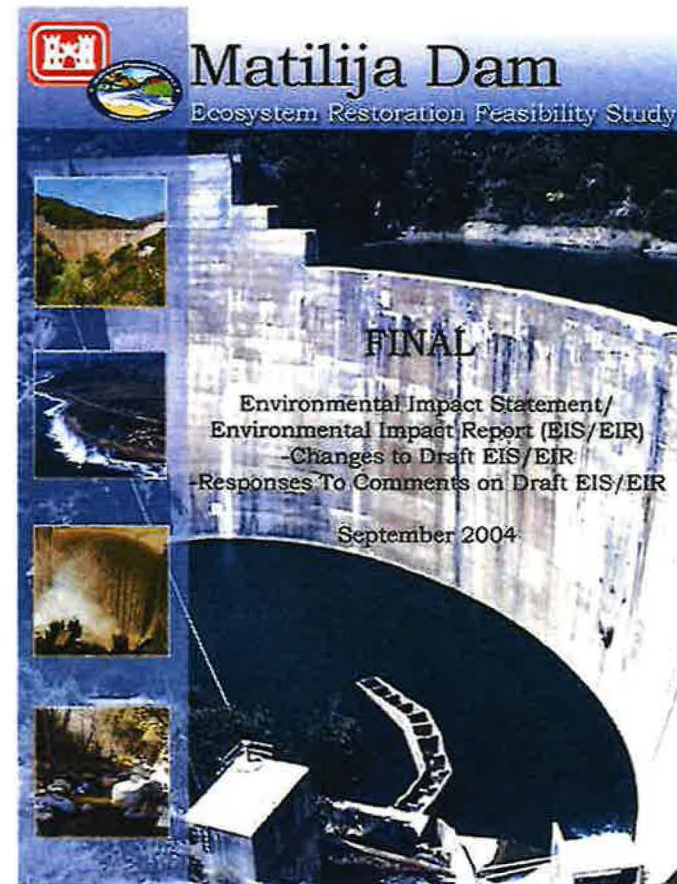
Santa Ana Boulevard, Oak View Bridge Replacement

Addendum to
Matilija Dam Ecosystem Restoration Project
Feasibility Study EIS/EIR

Watershed Protection

March 12, 2019

- ▶ Environmental Impact Statement/Environmental Impact Report
- ▶ Board of Supervisors Approved – December 14, 2004



Matilija Dam Ecosystem Restoration Project

PROJECT OBJECTIVES

- Improve Aquatic and Terrestrial Habitat Along Matilija Creek and Ventura River
- Restore Natural Processes to Support Beach Replenishment
- Enhance Recreational Opportunities
- Restore Fish Passage



Matilija Dam Today



Matilija Dam after dam removal

Recover Endangered Steelhead
Dam removal will replace steelhead stream to over 20 miles of potential habitat in the Matilija Creek watershed.



Removal of Matilija Dam
will first require modifications to the downstream infrastructure as shown. Then reservoir sediment will be flushed through two 12-foot diameter openings so that the dam can be safely removed.



Habitat Restoration
Over 570 acres of invasive Avicoria shrub "quilt weed" have already been removed from the watershed to restore natural habitat.

Existing Robles Diversion Dam & Fish Ladder



Camino Cielo Bridge
New bridge will accommodate increased sediment flow.



Live Oak Levee
Reconstruction will bring levee up to FEMA Flood Control Standards.



Robles Diversion Modification
High flow bypass will improve habitat transport of sand, gravel, and silt through the sediment and improve downstream migration.



Santa Ana Bridge
Improvement bridge with wider foundation to accommodate increased sediment flow.



Meiners Oaks Protection
A new structure will protect residential property from flooding.



Casitas Springs Levee
Improvements will bring levee up to FEMA Flood Control Standards.



Beach Replenishment

Ventura

Santa Ana Bridge Replacement



Request

- Approve the Minor Changes to and Detailed Design
- Find No Subsequent or Supplemental Document pursuant to CEQA is required
- Approve the Addendum to the Final EIS/EIR
- Authorize District Director to Sign and File the Notice of Determination
- Authorize the District to Carry Out Project