



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

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



January 3, 2023

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

RE: P1696021-04 Matilija Dam Removal 65% Design Planning Project

For your review and signature, please find the following electronic files for the above-referenced Grant Agreement Amendment:

☒ Grant Agreement

☒ Acknowledgement of Amendment Authorization Disclaimer

If you find changes must be made to the Grant Agreement prior to your signature, please contact your Grant Manager (listed below) for direction.

Once the Watershed Restoration Grants Branch receives notification that all documents have been signed, CDFW will execute the Grant Agreement Amendment. You will be notified and provided an electronic copy of the complete signed document for your files. Please note, the Grant Agreement Amendment will not be effective until fully executed by CDFW.

Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager Daniel Burmester at (916) 594-3734.

Sincerely,

Lauren Barva
Watershed Restoration Grants Branch
Policy and Outreach Manager

EXHIBIT 3



State of California – Natural Resources Agency
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RE P1696021-04 Matilija Dam Removal 65% Design Planning Project

ACKNOWLEDGEMENT OF AMENDMENT 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).

By signing this amendment your organization does not authorize work outside of the original agreement terms or any prior amended terms until all approvals have been obtained, the amendment has been fully executed, and the grantee has been notified of the execution. Should any work be performed outside of the original agreement or prior amended terms, services will be considered voluntary.

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

DocuSigned by:
A handwritten signature of Glenn Shephard in blue ink.
B276CB16726B46B...
Authorized Signature

1/13/2023

Date

Glenn Shephard

Director

Printed Name and Title of Person Signing



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GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



WATERSHED RESTORATION GRANT PROGRAM
MATILJA DAM REMOVAL 65% DESIGN PLANNING PROJECT
GRANT AGREEMENT NUMBER P1696021-04

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

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

GRANT AMENDMENT

This Grant **P1696021**, by and between the California Department of Fish and Wildlife (Grantor) and **County of Ventura** (Grantee), originally made and entered into on June 1, 2017, and first amended on February 11, 2020, then amended on August 2, 2021, and May 6, 2022, is hereby amended upon Grantor approval, in the following particulars and no others:

1. Section 2, Grant, is amended by deleting reference to, “**\$3,300,504**” there from and inserting, “**\$5,031,618**” (includes an increase of \$1,731,114 awarded through CDFW’s Proposition 1 contingency funding plus the original grant of \$3,300,504).
2. Section 8.01, Line Item Budget, is replaced in its entirety with the below Section 8.01, Line Item Budget. The revised Budget includes a Total Personal Services line item of \$888,786 (an increase of \$537,574, which includes the addition of five positions: Hydrologist, Management Assistant, Manger Real Estate Services, Real Property Agent, and a Water Resources Specialist), a Consultant for Task 3, 4, and 6 line item of \$1,165,093 (an increase of \$275,000), a Consultant for Task 5 and 7 line item of \$860,097 (an increase of \$95,000), a Consultant for Task 8 line item of \$1,132,666 (an increase of \$540,200), a Consultant for Task 9 line item of \$537,546 (an increase of \$175,825), and a Grant Total of \$5,031,619.

P1696021, 04
COUNTY OF VENTURA

8.01. Line Item Budget:

Matilija Dam Removal 65% Design Planning Project	
A. PERSONNEL SERVICES	
<u>Level of Staff</u>	Amount Requested
Deputy Director	\$95,721.00
Engineer (all levels)	\$43,850.00
Engineer Manager (all levels)	\$122,617.09
Engineer Manager I	\$11,999.93
Engineer Manager II	\$41,096.98
Engineer Technician	\$17,126.00
Hydrologist	\$7,582.00
Management Assistant	\$5,368.00
Manager Real Estate Services	\$4,953.00
Planner (all levels)	\$126,151.77
Planner II	\$3,153.23
Planner IV	\$35,280.00
Staff Services Specialist (all levels)	\$12,260.43
Real Property Agent	\$19,620.00
Staff Services Specialist I	\$3,613.70
Supervising Contract Support Specialist	\$3,394.87
Support Specialist	\$3,600.00
Water Resources Specialist	\$5,135.00
Subtotal Personnel Services	\$562,523.00
Staff Benefits @ 58%	\$326,263.00
TOTAL A: PERSONNEL SERVICES	\$888,786.00
B. INDIRECT CHARGES	
TOTAL B: INDIRECT CHARGES (Total A) * (20%)	\$177,757.00
C. OPERATING EXPENSES: SUBCONTRACTORS	
Consulting Engineer for Task 2	\$248,082.00
Consulting Engineer for Tasks 3, 4, and 6	\$1,165,093.00
Consulting Engineer for Tasks 5 and 7	\$860,097.00
Consultant for Task 8	\$1,132,666.00
Consulting Engineer for Task 9	\$537,546.00
Consulting Engineer for Task 10	\$21,591.00
TOTAL C: OPERATING EXPENSES: SUBCONTRACTORS	\$3,965,075.00
D. GRAND TOTAL (A+B+C)	\$5,031,618.00

P1696021, 04
COUNTY OF VENTURA

All other terms and conditions shall remain the same.

P1696021, 04
COUNTY OF VENTURA

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 Shepard
Title: Watershed Protection District Director
Date: 1/13/2023

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By: _____
Signature: _____
Printed Name: Matt Wells
Title: Chief, Watershed Restoration Grants Branch
Date: 1/13/2023

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



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



WATERSHED RESTORATION GRANT PROGRAM GRANT AGREEMENT NUMBER P1696021

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

GRANTEE: COUNTY OF VENTURA (Grantee)
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009- 1610

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to **CALIFORNIA WATER CODE 79737 AND FISH AND GAME CODE 1501.5 (b)**, Grantor is authorized to enter into a Grant Agreement (Agreement) and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee (the parties) accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$3,300,504** to financially support and assist Grantee's implementation of **Matilija Dam Removal 65% Design Planning Project** (Project).

Term. The term of this Agreement is **June 1, 2017**, or Upon Grantor Approval, whichever is later, through **May 29, 2020**.

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant monies is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant monies must be in accordance with the Project budget and narrative (Budget) set forth within this Agreement. Grantee may not transfer Grant monies between or among Budget line items without written approval from California Department of Fish and Wildlife (CDFW) Grant Manager in accordance with Section 8 – Budget.

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 its 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 activities identified within Section 6, Project Statement.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement, and shall expend these funds in accordance with the budget shown in Section 8, Budget. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Budget.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.

- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) is attached hereto and made a part of this agreement.
- 5.08 Amendments:** Any request for an amendment by the Grantee must be submitted to the Grantor Grant Manager no later than 120 days prior to the close of the grant. Request must include explanation and justification for amendment.
- 5.09 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 (CWC §79707 [g]).

SECTION 6 - PROJECT STATEMENT

- 6.01 Introduction:** The California Department of Fish and Wildlife (CDFW) Watershed Restoration Grant Program was developed 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, among other articles, Section 79737, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem and watershed protection and restoration projects or water quality, ecosystem restoration, and fish protection facilities that benefit the Delta.

To further the goals of Proposition 1, CDFW is entering a Grant Agreement with County of Ventura to provide funding for the project entitled Matilija Dam Removal 65% Design Planning Project.

Since its construction in 1947, the 168-foot-high, arched concrete Matilija Dam (PAD ID# 719058) has posed a complete barrier to anadromous steelhead migration on the Ventura River and the transport of nearly 8 million cubic yards (mcy) of fine and coarse sediment, preventing it from naturally moving downstream to the ocean. However, a broad coalition of community groups and resource agencies have been working together for almost 20 years to develop a comprehensive strategy to remove the dam and restore the river to its natural health. In the process, several millions of dollars in state, local and federal funds have been spent on a series of feasibility studies, technical analyses and other work to produce a consensus-based plan for removal of the dam. This past spring, a multi-stakeholder Matilija Dam "Design Oversight Group" selected Dam Removal Concept 2A as the preferred alternative, and funding is now needed to take the project to its next critical design phase: one that will directly lead to removal of the Matilija dam.

Ventura County Watershed Protection District (VCWPD) is the owner of the dam and is pursuing 65% design and planning efforts to remove the dam.

This will meet three out of the four priorities for CDFW's Prop 1 Grant Solicitation;

- 1) Manage Headwaters for Multiple Benefits,
- 2) Protect and Restore Anadromous Fish Habitat, and
- 3) Protect and Restore Coastal Wetland Ecosystems.

The dam has resulted in over 50 percent of the primary spawning and rearing habitat of the Ventura River system, located in the upper reaches of Matilija Creek upstream of the Matilija Dam, being inaccessible to steelhead. The dam and its trapping of sediment has resulted in loss of the reservoir's original function of water storage for agricultural needs, and also loss of downstream sand and gravel-sized materials necessary to promote habitat for a variety of wildlife species, including steelhead. Additionally, the dam has resulted in the loss of downstream sediment transport needed to maintain the estuary and beaches at Surfer's Point, in the face of rising sea levels, which in turn, threatens to reduce recreational opportunities and wildlife habitat. Following in the footsteps of the recent San Clemente Dam removal in Monterey County, California - Matilija Dam is positioned to be the next large dam removal in the State, with wide-ranging benefits to local biodiversity, in particular the federally listed endangered Southern California steelhead (anadromous *Oncorhynchus mykiss*).

The Matilija Dam Removal 65% Planning Design Project proposes to develop 65% designs to remove Matilija Dam in a manner that would reduce the impact of impounded sediment while minimizing costs and time associated with sediment removal. This project includes field investigations, a dam removal feasibility study (10% design), independent technical review, 30% and 65% project design, update of the Real Estate Plan, CEQA/NEPA compliance, a project permitting plan, and associated design oversight and stakeholder meetings to develop further information and detail on the removal of the Matilija Dam to provide long-term (>25 years) resiliency throughout the watershed. Preparation of the 65% Design and Planning CDFW Prop 1 proposal will provide the needed basis to take designs to 100% through other federal, state, and local funding opportunities as well as meet the 65% design requirement required for subsequent rounds of Prop 1 funding through implementation.

- 6.02 Objectives(s):** Specific objectives of this Project is to develop a Matilija Dam Removal 65% Design Report that will support ecosystem restoration of the Ventura River watershed for multiple benefits, the protection and restoration of anadromous fish habitat, as well as coastal wetland ecosystems; which will ultimately result in the restoration of 154 acres of riparian habitat, access to an additional 31.8 river miles of Southern steelhead spawning habitat, all while enhancing 116.28 river miles throughout the watershed and along the coast of the Ventura River estuary.

Cost Effectiveness Objectives: a) Reduce cost/maximize cost-effectiveness; and, b) Develop a feasible removal plan.

Sediment Transport and Water Quality Objectives: a) Maximize mobilization of fine reservoir sediments during high flow events; b) Reduce mobilization of fine reservoir sediments during low flows; c) Minimize artificial or permanent stabilization material (e.g., riprap or soil cement) in the project area and environmentally sensitive areas; d) Minimize project-related turbidity increases and nutrient inputs to Casitas reservoir; and e) Maintain existing level of safe supply of water to customers of all water districts.

6.03 Project Description:

6.03.1 Location: Matilija Dam is located on the Ventura River and Matilija Creek in the foothills of the Santa Ynez Mountains in Ventura County, California (latitude, longitude: 34.484675, -119.308769). The dam is located on Matilija Creek approximately 0.763 mile upstream of the confluence of Matilija Creek and North Fork Matilija Creek where these creeks join to form the main stem of the Ventura River at Ojala, California. The Ventura River flows southward for approximately 17.5 miles to the river mouth where it enters the Pacific Ocean at Emma Woods State Beach.

6.03.2 Project Set Up:

Task 1. Project Management and Administration will be performed by grantee staff and includes quarterly progress reports, quarterly invoices, and contract management (including agency review of subcontractor's task deliverables). The Grantee's team will include:

- VCWPD Director (Not funded by grant)
- Deputy Director
- Engineer Manager II
- Engineer Manager I
- Engineer IV
- Planner IV
- Staff Services Specialist I
- Supervising Contract Support Specialist
- Engineer Technician
- Engineer Aide

Task 2. Field investigations will be completed by a qualified engineering consulting subcontractor selected through a competitive Request for Proposal (RFP) process.

Tasks 3, 4, 6. The dam removal feasibility study (Task 3), independent review (Task 4), and Update of the Real Estate Plan (Task 6) will be

completed by qualified engineering consulting subcontractors selected through a competitive Request for Proposal (RFP) process.

Task 5, 7. The dam removal 30 Percent Design (Task 5) and Overall Project Permitting Plan (Task 7) will be performed by qualified engineering consulting subcontractors selected through a competitive Request for Proposal (RFP) process or potentially be the same team that performed Task 3. The engineering consultant's team will be the same as described for Task 3, 4, and 6.

Task 8. Updating of CEQA and NEPA for the project will be completed by a qualified consultant subcontractor selected through a competitive Request for Proposal (RFP) process or potentially be the same team that performed Task 5 and 7.

Task 9. The dam removal 65 Percent Design will be completed by a qualified engineering consulting subcontractors selected through a competitive Request for Proposal (RFP) process or potentially be the same team that performed Task 5, 7. The engineering consultant's team will be the same as described for Task 3, 4, and 6.

Task 10. The final report for the grant will be completed by the same engineering consultant that performed Task 9. The engineering consultant's team will be a subset of the team described for Task 3, 4, and 6.

Task 11. Project Close Out report will be completed by Grantee's team that performed Task 1.

6.03.3 Materials and Equipment: The grantee or subcontractor will provide all the materials and equipment at their own expense. The grant will not provide funds for materials or equipment.

6.03.4 Project Implementation: Grantee will complete the following tasks as outlined and as proposed during the Fiscal Year 2015-16 Proposition 1 Restoration Grant Program solicitation process. Complete proposal package is located with Grantor Watershed Restoration Grants Branch staff at: 1700 9th Street, Sacramento, CA.

SCOPE OF WORK

Task 1 - Project Management and Administration

Subtask 1.1 – Project Management

The Grantee shall provide all technical and administrative services associated with performing and completing the work for this project. This task will be completed by Grantee personnel. The Grantee will provide project management and administration support for this project including execution and management of subcontracts, tracking of project expenses and deliverables, invoicing, budget tracking, documenting progress, and reporting.

The Grantee shall be responsible for the performance of the work as set forth in this Grant. The Grantee shall be responsible for the preparation of products and a final report, as specified in Section 6.03.5 "Timelines". The Grantee's Project Manager shall promptly notify the CDFW Grant Manager of events or proposed changes that could affect the Scope of Work, budget, or schedule of work performed under this Grant.

Subtask 1.2 – Project Performance Measurement

Project performance measurement and evaluation will be described and reported. The Grantee will provide a description of performance and evaluation methods to the CDFW Grant Manager within the first 90 days of the project and identify:

- project activities and objectives;
- trackable outcomes that address performance of each project activity and objective;
- a quantifiable baseline or target level of performance per each tracked outcome; and,
- an evaluation of baseline or target performance compared with actual outcomes as measured upon project completion.

Subtask 1.3 - Quarterly Progress Reports

The Grantee shall prepare and submit Quarterly Progress Reports to the CDFW Grant Manager in electronic form. A "Sample Quarterly Progress Report Form" will be provided to the Grantee's Project Director by the CDFW Grant Manager. Each progress report shall detail work accomplished, discuss any problems encountered and recommend potential solutions to those problems, detail costs incurred during the subject period, and document delivery of any intermediate work products, a summary of quantities of soil excavated and placed as fill, including photos.

The Grantee shall provide a brief outline of upcoming work scheduled for the subsequent period.

The Grantee shall submit all reports, grant products, etc. electronically, using one (1) or more of the following formats (as applicable): Adobe Acrobat or Microsoft Office (e.g. Word, Excel, PowerPoint, Access). In all cases, the Grantee shall clearly identify the software program needed to open, view, and archive the files/grant products via the standard file extension.

Subtask 1.4 – Quarterly Invoices

The Grantee shall prepare and submit Quarterly Invoices to the Grant Manager using instructions detailed in section 8.04 "Payment Provisions."

Subtask 1.5 - Subcontractor Selection

The Grantee may award subcontracts in accordance with Exhibit 1.a. In the Quarterly Progress Report, document all subcontractor activities, grant products completed, progress, issues, and proposed resolutions.

Subtask 1.6 - Acknowledgement of Credit

The Grantee shall include acknowledgment that the project received funds through the California Department of Fish and Wildlife and the Watershed Restoration Grant Program when using any data or information developed under this Agreement (e.g., in posters, reports, publications, signs, presentations, websites, etc.).

Task 2 - Field Investigations

Through a competitive Request for Proposal (RFP) process, the Grantee will select a qualified engineering consulting subcontractor that will carry out field investigations. The field investigations will collect data needed on the fine reservoir sediment upstream of the dam and concrete forming the dam to perform feasibility studies for dam removal. Field investigations will be completed for Camino Cielo Bridge and to characterize fine sediment, organics in sediment, and dam concrete.

The grantee's subcontractor will document the results (boring logs and laboratory test results) of the field investigations in a technical memorandum.

Task 3 - Dam Removal Feasibility Study

The grantee will select, through a competitive Request for Proposal (RFP) process, a qualified engineering consulting subcontractor to complete the

dam removal feasibility study. The feasibility study will advance the conceptual design for installing two large diameter orifices in Matilija Dam, implementing fine sediment removal by opening of the orifices during a flushing storm event, demolition of the dam following sediment flushing, and mitigating the potential impact of fine sediment on downstream water supplies. The feasibility study will include:

- Structural evaluation of dam with and without orifices
- Detailed sediment transport modelling from dam to ocean
- Hydraulic studies to determine 100-yr water surface elevation based on detailed sediment transport analyses
- Re-evaluation of Downstream Mitigations (Santa Ana and Camino Cielo Bridges, the Live Oak Acres Levee and Meiners Oaks Levee, and Robles High Flow Bypass)
- Predictability assessment of flushing storm event
- Water Supply Mitigation Alternatives Refinement
- Water Supply Mitigation Feasibility Study
- Update dam removal concept to 10 percent design
- Update estimated dam removal construction cost and schedule
- Camino Cielo Bridge Alternatives Evaluation and Feasibility Design

Feasibility Study Report

The grantee's subcontractor will document the results in a comprehensive Feasibility Study Report. The grantee's subcontractor will prepare a draft report for comment by the various stakeholders including California Division of Safety of Dams (DSOD). The grantee's subcontractor will incorporate stakeholder comments where possible into the final report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 4 - Independent Technical Review

The grantee will engage the services of independent technical reviewer to perform a review of the Feasibility level design (Task 3). The review will provide independent oversight and ensure that products related to design, construction cost estimating, and construction are technically sound and provide a credible basis for decision making. In addition to making sure that the construction cost estimates are appropriate for their intended purpose, the review also works to identify any fatal flaws and to certain that major risk and uncertainties have been fully addressed in the estimates. The review will include the independent review team making a visit to the project site, reviewing the pertinent documents, developing their comments/recommendations, writing a report of findings, and making a presentation to the stakeholders. Ideally, the Engineering Consultant that performed the Feasibility Study will participate in the site visit with the

independent review team, be available to answer questions, participate in the presentation of findings, and respond to the review comments.

Task 5 - 30% Design

The grantee will select, through a competitive Request for Proposal (RFP) process a qualified engineering consulting subcontractor, that will complete the dam removal 30% Design. The 30% design will advance the feasibility level design for installing two large diameter orifices in Matilija Dam, implementing fine sediment removal by opening of the orifices during a flushing storm event, demolition of the dam following sediment flushing, and mitigating the potential impact of fine sediment on downstream water supplies. The 30% design will be accomplished by:

- an updated structural analysis
- developing clear, concise construction plans
- developing a list of specifications and a brief description of what each specification will cover based on the 30 percent design
- an update Construction Cost Estimate and Schedule
- preparing a Monitoring and Adaptive Management Plan to identify appropriate monitoring activities and associated thresholds for management or maintenance activity and will address uncertainties and risks associated with accumulated sediment evacuation and transport.

The grantee's subcontractor will document the results in a comprehensive report. The grantee's subcontractor will prepare a draft 30 Percent Design Report for comment by the various stakeholders including DSOD. The grantee's subcontractor will incorporate stakeholder comments where possible into the final 30 Percent Design Report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 6 - Review and Update Real Estate Plan

The Real Estate Plan (REP) for the project dates back to 2004 and was based on the Alternative 4b concept developed by the USACE. The grantee's subcontractor will update the Real Estate Plan to be consistent with the findings of Task 3. The REP is a feasibility level study of the lands, easements, rights-of-way, relocations, and disposal sites associated with the final of ecosystem restoration alternatives for the Matilija Dam study. The REP discusses the general real estate requirements for preferred project.

Task 7 - Overall Project Permitting Plan

The grantee's subcontractor will develop a succinct Permitting Plan to identify permits and approvals required for the Matilija Dam Removal project, which will provide stakeholders with an understanding of potential agency requirements and concerns. This task includes one site visit and two agency meetings. An attempt will be made to meet with all the permitting agencies face-to-face, and so these two meetings will be multi-agency to the extent possible. A reconnaissance-level biological survey will be performed. Based on consultation with project stakeholders, review of readily available information, and the reconnaissance-level biological survey, restoration approaches developed in other tasks, and prior experience and expertise in the subject matter, specific environmental and permitting needs will be evaluated for the project. Agency meetings will be used to identify potential issues or clarify agency preference as related to regulatory process for this specific project. The results of the evaluation and site visit will be presented in the letter-report, as well as the permits, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, and approvals likely required for the project.

A list of permits to be evaluated for the project, to be revised during implementation of this scope of work, includes: 1) CEQA and NEPA Compliance, 2) Clean Water Act Section 404 (Nationwide or Individual Permit from the USACE); 3) Clean Water Act Section 401 (Water Quality Certification from the RWQCB); 4) US Fish and Wildlife Service Section 7 Consultation (for California red-legged frogs and western pond turtles); 5) National Marine Fisheries Service Section 7 Consultation (for steelhead); 6) California Department of Fish and Wildlife, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement; 7) Cultural Resources Inventory Report for compliance with Section 106 under the National Environmental Policy Act (NEPA) or the Nationwide 404 permit application; and, 8) County Permits. The suite of permits and approvals needed may vary depending on grant funding opportunities or potential partnerships identified. It is assumed that National Environmental Policy Act (NEPA) compliance will be needed in case there are any future opportunities to obtain partial federal funding.

Task 8 - Update CEQA/NEPA

CEQA and NEPA compliance will tier off the existing certified project Environmental Impact Statement/Report (2004). The grantee's subcontractor will prepare a subsequent EIS/R in compliance with NEPA and CEQA. The subsequent EIS/R will incorporate the preferred project plan that results from the Feasibility Study outlined in Task 3. Substantial changes to the preferred project shall be included in the subsequent EIS/R

by either updating one of the existing alternatives, or creating a new alternative.

Subtask 8 Public Draft Subsequent EIS/R

The grantee's subcontractor will develop the Public Draft Subsequent EIS/R that will include the following:

8.1.1 Updated Project Description: The project description section for the EIS/R will be updated based on the technical and design information developed in Tasks 3 and 4. The grantee's subcontractor shall prepare two (2) draft versions of the Project Description section and any related Appendix or Appendices. This information shall be formatted to be used directly in the EIS/R, including any appendices necessary to support the Project Description;

8.1.2 Updated Affected Environment: The environmental setting/affected environment sections for the EIS/R will be updated, as appropriate, given more recent available information since the existing certified EIS/R was completed. Environmental setting/affected environment sections shall be prepared for each resource area identified in the existing EIS/R and required by the most recent guidelines;

8.1.3 Updated Impact Assessment: Based on the latest technical information from Tasks 3 and 4, and using the existing conditions and biological field survey data from the existing certified EIS/R, impact assessments shall be updated, as necessary, for each resource area. This analysis of impacts shall be conducted in accordance with NEPA and CEQA;

8.1.4 First Administrative Draft Subsequent EIS/R: The grantee's subcontractor shall prepare all NEPA and CEQA required sections for an EIS/R and shall compile the materials prepared under previous tasks and sub-tasks into a complete First Administrative Draft Subsequent EIS/R. It is anticipated that portions of the existing certified EIS/R will still be applicable, while other sections or analyses may require significant revision to incorporate project changes and adhere to the latest guidelines. The First Administrative Draft Subsequent EIS/R and all subsequent drafts, including the public Draft Subsequent EIS/R, shall contain a Mitigation, Monitoring, and Reporting Plan as required under NEPA and CEQA as an Appendix;

8.1.5 Second Administrative Draft Subsequent EIS/R: The grantee's subcontractor shall identify and address all comments received on the First Administrative Draft and prepare the Second Administrative Draft Subsequent EIS/R;

8.1.6 Public Draft Subsequent EIS/R: The grantee's subcontractor shall identify and address all comments received on the Second Administrative Draft and prepare the Public Draft Subsequent EIS/R. This includes:

- Notices for Subsequent EIS/R: The grantee's subcontractor shall prepare two (2) draft versions and one (1) final version of all notices required under NEPA and CEQA for the circulation of the

Subsequent EIS/R. Notices shall include, but may not be limited to the following: NEPA Notice of Availability; CEQA Notice of Completion; CEQA Notice of Availability; and required newspaper notices. All notices shall be provided in MS Word format for final formatting by the lead agencies. The grantee's subcontractor shall be responsible for paying all notice filing and posting fees; and,

- Prepare Copies and Distribute the Subsequent EIS/R: The grantee's subcontractor shall prepare the following: a) One (1) complete, high quality, print-ready version of the Public Draft Subsequent EIS/R; b) One (1) complete, web version of the Public Draft Subsequent EIS/R in .pdf format; c) Up to 100 bound hardcopies of the Executive Summary with the entire web-version of the Public Draft Subsequent EIS/R included on a compact disk attached to the back; d) Up to 25 bound hardcopies of the entire Public Draft Subsequent EIS/R; e) The grantee's subcontractor shall distribute the Draft Subsequent EIS/R and associated notices to the project mailing list. All documents shall be distributed using a method that provides proof of delivery; and, f) the grantee's subcontractor shall file the required number of copies of the Draft EIS/R and Notice of Completion with the California State Clearinghouse.

Subtask 8.2 Final Subsequent EIS/R

The grantee's subcontractor shall: review, categorize, and prepare responses to all comments received on the Draft Subsequent EIS/R and make any necessary changes in response to these comments to prepare the Final Subsequent EIS/R; and conduct any additional modeling runs and related analysis needed for responses. The Final shall be prepared in compliance with NEPA and CEQA. The grantee's subcontractor shall assume that the entire Draft Subsequent EIS/R will be updated and re-printed as the Final.

FEIS/R preparations include: 8.2.3 Prepare First Administrative Final EIS/R; 8.2.4 Prepare Second Administrative Final EIS/R; 8.2.5 Prepare Final EIS/R; 8.2.6 Prepare Notices for the Final EIS/R and Prepare Copies and Distribute the Final EIS/R.

Task 9 - 65% Design

A qualified engineering consulting subcontractor, selected through a competitive Request for Proposal (RFP) process, will complete the dam removal 65% design. The 65% design will advance the 30% design for installing two large diameter orifices in Matilija Dam, implementing fine sediment removal by opening of the orifices during a flushing storm event, demolition of the dam following sediment flushing, and mitigating the potential impact of fine sediment on downstream water supplies. The grantee's subcontractor will accomplish the 65% design by:

- Developing clear, concise construction plans, sections, and details necessary to convey the 30% design of the orifices in the dam, dam removal, optional gates for the orifices, Live Oak Acres and Meiners Oaks levees if determined in Subtask 3.4 to require a change in levee crest elevation, the Camino Cielo Bridge, water supply mitigations, and site restoration.
- Developing clear, concise specifications to accompany the 65% design plans.
- Updating Construction Cost Estimate and Schedule

The grantee's subcontractor will document the results in a comprehensive 65% Design Report. The grantee's subcontractor will prepare a draft report for comment by the various stakeholders including DSOD. The grantee's subcontractor will incorporate stakeholder comments where possible into the final report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 10 - Prepare Final Report

The grantee's subcontractor (the same as in Task 9) will prepare a summary report of the work performed under the grant. The body of the report shall summarize the work performed, the findings of the work, and reference all of the completed deliverables. For completeness, the deliverables will be made appendices to the final report. The grantee's subcontractor will prepare a draft report for comment by the various stakeholders. The grantee's subcontractor will incorporate stakeholder comments where possible into the final report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 11 - Project Close-out

The grantee will complete and submit all project close-out documentation. Close-out documentation will include the following: Sponsor Certification for Final Acceptance. The grantee shall complete and submit the standard certification attesting to the satisfactory completion of the work in conformance with the approved scope of work and associated deliverables; Final Project Cost Summary: Shall include a summary of all incurred costs and expenses; and, Final Report: The grantee shall submit the final report associated with the project, which shall combine all pertinent deliverables submitted for the various tasks associated with the scope of work.

6.03.5 Timelines:

<u>Task</u>	<u>Task Title</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	1.2 Project Performance Measurement 1.3 Quarterly Progress Reports 1.4 Quarterly Invoices 1.5 Executed Subcontracts	1.2 Executed Subcontracts Description of performance and evaluation methods to the CDFW Grant Manager within the first 90 days of the project 1.3 Due within thirty days following each quarterly month following Grant execution 1.4 Due within thirty days following each quarterly month following Grant execution 1.5 Due with Quarterly Progress Reports
2	Field Investigations	Field investigations memorandum	September 29, 2017
3	Dam Removal Feasibility Study	Draft Feasibility Study Report Final Feasibility Study Report	April 27, 2018 May 25, 2018
4	Independent Technical Review (ITR)	Draft ITR Report Final ITR Report	July 27, 2018 August 31, 2018
5	30% Design	Draft 30% Design Report Final 30% Design Report	February 22, 2019 March 29, 2019
6	Review and Update Real Estate Plan	6.1a Draft Real Estate Plan 6.1b Final Real Estate Plan	6.1a June 29, 2018 6.1b July 27, 2018
7	Overall Project Permitting Plan	7.1a Draft Permitting Plan 7.1b Final Permitting Plan	7.1a January 25, 2019 7.1b February 22, 2019

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<u>Task</u>	<u>Task Title</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
8	Update CEQA/NEPA	8.1.1 Draft Updated Project Description	8.1.1 September 28, 2018
		8.1.1 Final Updated Project Description	8.1.1 October 19, 2018
		8.1.2 Draft Updated Affected Environment	8.1.2 October 26, 2018
		8.1.2 Final Updated Affected Environment	8.1.2 November 23, 2018
		8.1.3 Draft Updated Impact Assessment	8.1.3 December 21, 2018
		8.1.3 Final Updated Impact Assessment	8.1.3 January 25, 2019
		8.1.4 First Administrative Draft Subsequent EIS/R	8.1.4 February 22, 2019
		8.1.5 Second Administrative Draft Subsequent EIS/R	8.1.5 April 26, 2019
		8.1.6 Public Draft Subsequent EIS/R	8.1.6 June 28, 2019
		8.2.3 Prepare First Administrative Final EIS/R	8.2.3 December 27, 2019
		8.2.4 Prepare Second Administrative Final EIS/R	8.2.4 February 28, 2020
		8.2.5 Prepare Final EIS/R	8.2.5 April 24, 2020
		8.2.6 Prepare Notices	8.2.6 April 30, 2020
9	65% Design	Draft 65% Design Report	January 31, 2020
		Final 65% Design Report	March 27, 2020
10	Prepare Draft / Final Report	Draft Final Report	March 29, 2020
		Final Report	April 29, 2020
11	Project Close-Out	Project Close-Out Report	May 29, 2020

6.04 Contacts:

The Project Officials during the term of this Agreement are:

<u>CDFW Grant Manager:</u>	<u>County of Ventura:</u>
Name: Daniel Burmester Address: 1416 9th Street, Suite 1266 Sacramento, CA 95814 Phone: (916) 445-0086 Email: Daniel.Burmester@wildlife.ca.gov	Name: Glenn Shephard, Watershed Protection District Director Address: 800 S Victoria Ave Ventura, CA , 93009 Phone: (805)-654- 2040 Email: glenn.shephard@ventura.org

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>Ventura County Watershed Protection District:</u>
Name: Keng Saefong Address: 1416 9th Street, 12th Floor Sacramento, CA 95811 Phone: (916) 445-5350 Email: Keng.Saefong@wildlife.ca.gov	Name: Peter Sheydayi, Deputy Director of the Design and Construction Division Address: 800 S Victoria Ave Ventura, CA , 93009 Phone: 805-654-2016 Email: peter.sheydayi@ventura.org

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 Progress Reports:

The Grantor must receive **quarterly** progress reports. These reports should be delivered to the CDFW Grant Manager identified in Section 6.04 – Contacts in the manner and format identified in Requirements, below. A sample Quarterly Progress Report will be provided by the CDFW Grant Manager.

Quarterly progress reports shall include:

- a) Activities performed during the quarter
- b) Percentage of each task completed
- c) Deliverables completed
- d) Identified problems or challenges and proposed solutions; and
- e) Proposed activities and tasks for the following quarter.

7.02 Final Report:

A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than 30 days before grant term.

The Final Report will consist of a summary of project outcomes, activities, performance, and an evaluation of lessons learned and recommendations for future management upon completion of the project tasks. A Draft Final Report shall be due 30 days prior to delivery of the Final Report. A sample Final Report template will be provided by the CDFW Grant Manager.

7.03 Data Management:

Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control guidelines. Grantee shall prepare and submit to the Grant Manager all data generated by the project. Geospatial data will be delivered in an industry-standard spatial data format (ESRI-readable) where applicable and documented with metadata in accordance with the CDFW Minimum Data Standards (<http://www.dfg.ca.gov/biogeodata/bios/metadata.asp>).

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/>). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the Grant Manager prior to submitting a final invoice.

SECTION 8 - BUDGET

8.01. Line Item Budget:

Matilija Dam Removal 65% Design Planning Project	
A. PERSONNEL SERVICES	
<u>Level of Staff</u>	Amount Requested
<i>Deputy Director</i>	\$75,000
<i>Engineer Manager II</i>	\$42,250
<i>Engineer Manager I</i>	\$12,000
<i>Engineer IV</i>	\$30,250
<i>Planner IV</i>	\$35,280
<i>Staff Services Specialist I</i>	\$12,900
<i>Supervising Contract Support Specialist</i>	\$3,600
<i>Engineer Technician</i>	\$7,200
<i>Engineer Aide</i>	\$3,806
Subtotal Personnel Services	\$222,286
Staff Benefits @ 58%	\$128,926
TOTAL A: PERSONNEL SERVICES	\$351,212
B. INDIRECT CHARGES	
TOTAL B: INDIRECT CHARGES (Total A) * (20%)	\$70,242
C. OPERATING EXPENSES: SUBCONTRACTORS	
<i>Consulting Engineer for Task 2</i>	\$280,860
<i>Consulting Engineer for Tasks 3, 4, and 6</i>	\$649,817
<i>Consulting Engineer for Tasks 5 and 7</i>	\$723,271
<i>Consultant for Task 8</i>	\$697,747
<i>Consulting Engineer for Task 9</i>	\$505,764
<i>Consulting Engineer for Task 10</i>	\$21,591
TOTAL C: OPERATING EXPENSES: SUBCONTRACTORS	\$2,879,050
D. GRAND TOTAL (A+B+C)	\$3,300,504

8.02 Prior Approval Requirements

The following changes require prior approval of the CDFW Grant Manager, whether or not the change has a budgetary impact.

- 1) Change in Project Description
- 2) Inclusion of restricted use data or copyrighted works in Deliverables
- 3) Travel not included in the approved Budget
- 4) Computer (or theft sensitive equipment) not included in the approved Budget
- 5) Equipment not included in the approved Budget detail

8.03 Budget Modifications

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total agreement amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of the total budget amount or \$10,000, whichever is less, is allowed with approval of the Grantor's Project Manager, or as otherwise agreed to by the Parties and documented within Section 8.01, Line Item Budget.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the Grantor's Project Manager prior approval and may require a formal amendment to this Agreement. The Grantee will submit a revised budget to the Grantor for approval.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this grant are not allowed.

Notwithstanding the above provision, the State may proceed with a formal amendment to this Agreement for budget revisions.

8.04 Payment Provisions

8.04.1 Disbursements: Grant disbursements will be made to the 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 within this Agreement. The invoice package must be sent to the Grant Manager at:

**California Department of Fish and Wildlife,
Attn: Daniel Burmester
1416 9th Street, Suite 1266
Sacramento, CA 95814**

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- 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 the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grant Manager.

8.04.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant 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. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. A sample invoice template will be provided by the CDFW Grant Manager.

8.05 Citations

AECOM and Stillwater Sciences, 2016, March. Matilija Dam Removal, Sediment Transport, and Robles Diversion Mitigation Project: Water Supply Mitigation Options Evaluation Report, prepared for the Ventura County Watershed Protection District.
<http://matilijadam.org/documents/2016-03%20Matilija%20Task%203.3%20Water%20Supply%20Mitigation%20Options%20Report.pdf>

AECOM, 2016, March, Matilija Dam Removal, Sediment Transport, and

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Robles Diversion Mitigation Project: Dam Removal Concepts Evaluation Report, prepared for the Ventura County Watershed Protection District.
<http://matilijadam.org/documents/2016-03%20Matilija%20Task%201.3%20Concepts%20Evaluation%20Report.pdf>

Bureau of Reclamation. 2006. Hydrology, Hydraulics, and Sediment Studies for the Matilija Dam Ecosystem Restoration Project, Ventura, CA – DRAFT Report, November.
<http://www.matilijadam.org/documents/Matilija%20H&H%20Design%20v2.pdf>

URS, 2013, January. Matilija Dam Structural Evaluation, prepared for the Ventura County Watershed Protection District.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: Tyrone Williams, PCO

Printed Name: Tyrone Williams

Title: Branch Chief, Business Management Branch

Date: 5/30/17

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: Glenn Shephard

Printed Name: Glenn Shephard

Title: Watershed Protection District Director

Date: 23 May 2017

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

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1696021Grantee Name: County of Ventura

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1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1696021Grantee Name: County of Ventura

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This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

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16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

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The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

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Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property 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 CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.



May 3, 2017

Peter Sheydayi
County of Ventura
800 S Victoria Ave.
Ventura, CA 93009

Re P1696021 00 MATILIJA DAM REMOVAL 65% DESIGN PLANNING PROJECT

For your review and signature, we are pleased to email the following attached electronic files for the above-referenced Grant Agreement:

- ☒ **Grant Agreement**
Please print, sign and date six (6) copies of the signature page of the Grant Agreement with original "wet signatures."
- ☐ **Payment Data Record Form (STD 204)**
Please complete the form with your information.

In addition, the following checked items may also need to be included:

- ☒ **Acknowledgement of Work Commencement Authorization Disclaimer**
Please print, sign and date one (1) copy of the "Acknowledgment Disclaimer" with an original "wet signature."
- ☒ Copy of the Authorizing Resolution approving and authorizing the financial assistance.
A completed and signed Federal Funding Accountability and Transparency Act, **FFATA 2006 Contractor Certification Form (DFW 868)**. Necessary for any Grant Agreements funded by federal financial assistance.

Please either mail or hand deliver the above-referenced documents to the address below within fifteen (15) working days to facilitate the final execution of the grant agreement by CDFW:

For hand deliveries, FedEx and UPS:
California Department of Fish and Wildlife
Payable Grants Section
1831 Ninth Street
Sacramento, CA 95811

For U.S. Postal Service delivery:
California Department of Fish and Wildlife
Payable Grants Section
PO Box 944209
Sacramento, CA 94244-2090

If you find that changes must be made to the Grant Agreement prior to your signature, please contact your Grant Manager listed below for direction.

Once Payable Grants Section receives the signed and required completed documentation, CDFW will execute the Grant Agreement and return by mail a complete signed document for your file. Please note that the Grant Agreement will not be effective until fully executed by CDFW. Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager Daniel Burmester at (916) 445-0086.

Sincerely,

Steven Basques
Payable Grant Analyst

Enclosure(s)
c: File, Suspense
WFD Daniel Burmester
WB Keng Saefong



May 3, 2017

Peter Sheydayi
County of Ventura
800 S Victoria Ave.
Ventura, CA 93009

Re: P1696021 00 MATILJA DAM REMOVAL 65% DESIGN PLANNING PROJECT

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

Date

Printed Name and Title of Person Signing



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



WATERSHED RESTORATION GRANT PROGRAM GRANT AGREEMENT NUMBER P1696021

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

GRANTEE: COUNTY OF VENTURA (Grantee)
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009- 1610

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to **CALIFORNIA WATER CODE 79737 AND FISH AND GAME CODE 1501.5 (b)**, Grantor is authorized to enter into a Grant Agreement (Agreement) and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee (the parties) accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$3,300,504** to financially support and assist Grantee's implementation of **Matilija Dam Removal 65% Design Planning Project** (Project).

Term. The term of this Agreement is **June 1, 2017**, or Upon Grantor Approval, whichever is later, through **May 29, 2020**.

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant monies is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant monies must be in accordance with the Project budget and narrative (Budget) set forth within this Agreement. Grantee may not transfer Grant monies between or among Budget line items without written approval from California Department of Fish and Wildlife (CDFW) Grant Manager in accordance with Section 8 – Budget.

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 its 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 activities identified within Section 6, Project Statement.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement, and shall expend these funds in accordance with the budget shown in Section 8, Budget. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Budget.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.

- 5.07 General Terms and Conditions: Public Entities General Grant Provisions (Exhibit 1.a)** is attached hereto and made a part of this agreement.
- 5.08 Amendments:** Any request for an amendment by the Grantee must be submitted to the Grantor Grant Manager no later than 120 days prior to the close of the grant. Request must include explanation and justification for amendment.
- 5.09 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 (CWC §79707 [g]).

SECTION 6 - PROJECT STATEMENT

- 6.01 Introduction:** The California Department of Fish and Wildlife (CDFW) Watershed Restoration Grant Program was developed 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, among other articles, Section 79737, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem and watershed protection and restoration projects or water quality, ecosystem restoration, and fish protection facilities that benefit the Delta.

To further the goals of Proposition 1, CDFW is entering a Grant Agreement with County of Ventura to provide funding for the project entitled Matilija Dam Removal 65% Design Planning Project.

Since its construction in 1947, the 168-foot-high, arched concrete Matilija Dam (PAD ID# 719058) has posed a complete barrier to anadromous steelhead migration on the Ventura River and the transport of nearly 8 million cubic yards (mcy) of fine and coarse sediment, preventing it from naturally moving downstream to the ocean. However, a broad coalition of community groups and resource agencies have been working together for almost 20 years to develop a comprehensive strategy to remove the dam and restore the river to its natural health. In the process, several millions of dollars in state, local and federal funds have been spent on a series of feasibility studies, technical analyses and other work to produce a consensus-based plan for removal of the dam. This past spring, a multi-stakeholder Matilija Dam "Design Oversight Group" selected Dam Removal Concept 2A as the preferred alternative, and funding is now needed to take the project to its next critical design phase: one that will directly lead to removal of the Matilija dam.

Ventura County Watershed Protection District (VCWPD) is the owner of the dam and is pursuing 65% design and planning efforts to remove the dam.

This will meet three out of the four priorities for CDFW's Prop 1 Grant Solicitation;

- 1) Manage Headwaters for Multiple Benefits,
- 2) Protect and Restore Anadromous Fish Habitat, and
- 3) Protect and Restore Coastal Wetland Ecosystems.

The dam has resulted in over 50 percent of the primary spawning and rearing habitat of the Ventura River system, located in the upper reaches of Matilija Creek upstream of the Matilija Dam, being inaccessible to steelhead. The dam and its trapping of sediment has resulted in loss of the reservoir's original function of water storage for agricultural needs, and also loss of downstream sand and gravel-sized materials necessary to promote habitat for a variety of wildlife species, including steelhead. Additionally, the dam has resulted in the loss of downstream sediment transport needed to maintain the estuary and beaches at Surfer's Point, in the face of rising sea levels, which in turn, threatens to reduce recreational opportunities and wildlife habitat. Following in the footsteps of the recent San Clemente Dam removal in Monterey County, California - Matilija Dam is positioned to be the next large dam removal in the State, with wide-ranging benefits to local biodiversity, in particular the federally listed endangered Southern California steelhead (anadromous *Oncorhynchus mykiss*).

The Matilija Dam Removal 65% Planning Design Project proposes to develop 65% designs to remove Matilija Dam in a manner that would reduce the impact of impounded sediment while minimizing costs and time associated with sediment removal. This project includes field investigations, a dam removal feasibility study (10% design), independent technical review, 30% and 65% project design, update of the Real Estate Plan, CEQA/NEPA compliance, a project permitting plan, and associated design oversight and stakeholder meetings to develop further information and detail on the removal of the Matilija Dam to provide long-term (>25 years) resiliency throughout the watershed. Preparation of the 65% Design and Planning CDFW Prop 1 proposal will provide the needed basis to take designs to 100% through other federal, state, and local funding opportunities as well as meet the 65% design requirement required for subsequent rounds of Prop 1 funding through implementation.

6.02 Objectives(s): Specific objectives of this Project is to develop a Matilija Dam Removal 65% Design Report that will support ecosystem restoration of the Ventura River watershed for multiple benefits, the protection and restoration of anadromous fish habitat, as well as coastal wetland ecosystems; which will ultimately result in the restoration of 154 acres of riparian habitat, access to an additional 31.8 river miles of Southern steelhead spawning habitat, all while enhancing 116.28 river miles throughout the watershed and along the coast of the Ventura River estuary.

Cost Effectiveness Objectives: a) Reduce cost/maximize cost-effectiveness; and, b) Develop a feasible removal plan.

Sediment Transport and Water Quality Objectives: a) Maximize mobilization of fine reservoir sediments during high flow events; b) Reduce mobilization of fine reservoir sediments during low flows; c) Minimize artificial or permanent stabilization material (e.g., riprap or soil cement) in the project area and environmentally sensitive areas; d) Minimize project-related turbidity increases and nutrient inputs to Casitas reservoir; and e) Maintain existing level of safe supply of water to customers of all water districts.

6.03 Project Description:

6.03.1 Location: Matilija Dam is located on the Ventura River and Matilija Creek in the foothills of the Santa Ynez Mountains in Ventura County, California (latitude, longitude: 34.484675, -119.308769). The dam is located on Matilija Creek approximately 0.763 mile upstream of the confluence of Matilija Creek and North Fork Matilija Creek where these creeks join to form the main stem of the Ventura River at Ojala, California. The Ventura River flows southward for approximately 17.5 miles to the river mouth where it enters the Pacific Ocean at Emma Woods State Beach.

6.03.2 Project Set Up:

Task 1. Project Management and Administration will be performed by grantee staff and includes quarterly progress reports, quarterly invoices, and contract management (including agency review of subcontractor's task deliverables). The Grantee's team will include:

- VCWPD Director (Not funded by grant)
- Deputy Director
- Engineer Manager II
- Engineer Manager I
- Engineer IV
- Planner IV
- Staff Services Specialist I
- Supervising Contract Support Specialist
- Engineer Technician
- Engineer Aide

Task 2. Field investigations will be completed by a qualified engineering consulting subcontractor selected through a competitive Request for Proposal (RFP) process.

Tasks 3, 4, 6. The dam removal feasibility study (Task 3), independent review (Task 4), and Update of the Real Estate Plan (Task 6) will be

completed by qualified engineering consulting subcontractors selected through a competitive Request for Proposal (RFP) process.

Task 5, 7. The dam removal 30 Percent Design (Task 5) and Overall Project Permitting Plan (Task 7) will be performed by qualified engineering consulting subcontractors selected through a competitive Request for Proposal (RFP) process or potentially be the same team that performed Task 3. The engineering consultant's team will be the same as described for Task 3, 4, and 6.

Task 8. Updating of CEQA and NEPA for the project will be completed by a qualified consultant subcontractor selected through a competitive Request for Proposal (RFP) process or potentially be the same team that performed Task 5 and 7.

Task 9. The dam removal 65 Percent Design will be completed by a qualified engineering consulting subcontractors selected through a competitive Request for Proposal (RFP) process or potentially be the same team that performed Task 5, 7. The engineering consultant's team will be the same as described for Task 3, 4, and 6.

Task 10. The final report for the grant will be completed by the same engineering consultant that performed Task 9. The engineering consultant's team will be a subset of the team described for Task 3, 4, and 6.

Task 11. Project Close Out report will be completed by Grantee's team that performed Task 1.

6.03.3 Materials and Equipment: The grantee or subcontractor will provide all the materials and equipment at their own expense. The grant will not provide funds for materials or equipment.

6.03.4 Project Implementation: Grantee will complete the following tasks as outlined and as proposed during the Fiscal Year 2015-16 Proposition 1 Restoration Grant Program solicitation process. Complete proposal package is located with Grantor Watershed Restoration Grants Branch staff at: 1700 9th Street, Sacramento, CA.

SCOPE OF WORK

Task 1 - Project Management and Administration

Subtask 1.1 – Project Management

The Grantee shall provide all technical and administrative services associated with performing and completing the work for this project. This task will be completed by Grantee personnel. The Grantee will provide project management and administration support for this project including execution and management of subcontracts, tracking of project expenses and deliverables, invoicing, budget tracking, documenting progress, and reporting.

The Grantee shall be responsible for the performance of the work as set forth in this Grant. The Grantee shall be responsible for the preparation of products and a final report, as specified in Section 6.03.5 "Timelines". The Grantee's Project Manager shall promptly notify the CDFW Grant Manager of events or proposed changes that could affect the Scope of Work, budget, or schedule of work performed under this Grant.

Subtask 1.2 – Project Performance Measurement

Project performance measurement and evaluation will be described and reported. The Grantee will provide a description of performance and evaluation methods to the CDFW Grant Manager within the first 90 days of the project and identify:

- project activities and objectives;
- trackable outcomes that address performance of each project activity and objective;
- a quantifiable baseline or target level of performance per each tracked outcome; and,
- an evaluation of baseline or target performance compared with actual outcomes as measured upon project completion.

Subtask 1.3 - Quarterly Progress Reports

The Grantee shall prepare and submit Quarterly Progress Reports to the CDFW Grant Manager in electronic form. A "Sample Quarterly Progress Report Form" will be provided to the Grantee's Project Director by the CDFW Grant Manager. Each progress report shall detail work accomplished, discuss any problems encountered and recommend potential solutions to those problems, detail costs incurred during the subject period, and document delivery of any intermediate work products, a summary of quantities of soil excavated and placed as fill, including photos.

The Grantee shall provide a brief outline of upcoming work scheduled for the subsequent period.

The Grantee shall submit all reports, grant products, etc. electronically, using one (1) or more of the following formats (as applicable): Adobe Acrobat or Microsoft Office (e.g. Word, Excel, PowerPoint, Access). In all cases, the Grantee shall clearly identify the software program needed to open, view, and archive the files/grant products via the standard file extension.

Subtask 1.4 – Quarterly Invoices

The Grantee shall prepare and submit Quarterly Invoices to the Grant Manager using instructions detailed in section 8.04 “Payment Provisions.”

Subtask 1.5 - Subcontractor Selection

The Grantee may award subcontracts in accordance with Exhibit 1.a. In the Quarterly Progress Report, document all subcontractor activities, grant products completed, progress, issues, and proposed resolutions.

Subtask 1.6 - Acknowledgement of Credit

The Grantee shall include acknowledgment that the project received funds through the California Department of Fish and Wildlife and the Watershed Restoration Grant Program when using any data or information developed under this Agreement (e.g., in posters, reports, publications, signs, presentations, websites, etc.).

Task 2 - Field Investigations

Through a competitive Request for Proposal (RFP) process, the Grantee will select a qualified engineering consulting subcontractor that will carry out field investigations. The field investigations will collect data needed on the fine reservoir sediment upstream of the dam and concrete forming the dam to perform feasibility studies for dam removal. Field investigations will be completed for Camino Cielo Bridge and to characterize fine sediment, organics in sediment, and dam concrete.

The grantee’s subcontractor will document the results (boring logs and laboratory test results) of the field investigations in a technical memorandum.

Task 3 - Dam Removal Feasibility Study

The grantee will select, through a competitive Request for Proposal (RFP) process, a qualified engineering consulting subcontractor to complete the

dam removal feasibility study. The feasibility study will advance the conceptual design for installing two large diameter orifices in Matilija Dam, implementing fine sediment removal by opening of the orifices during a flushing storm event, demolition of the dam following sediment flushing, and mitigating the potential impact of fine sediment on downstream water supplies. The feasibility study will include:

- Structural evaluation of dam with and without orifices
- Detailed sediment transport modelling from dam to ocean
- Hydraulic studies to determine 100-yr water surface elevation based on detailed sediment transport analyses
- Re-evaluation of Downstream Mitigations (Santa Ana and Camino Cielo Bridges, the Live Oak Acres Levee and Meiners Oaks Levee, and Robles High Flow Bypass)
- Predictability assessment of flushing storm event
- Water Supply Mitigation Alternatives Refinement
- Water Supply Mitigation Feasibility Study
- Update dam removal concept to 10 percent design
- Update estimated dam removal construction cost and schedule
- Camino Cielo Bridge Alternatives Evaluation and Feasibility Design

Feasibility Study Report

The grantee's subcontractor will document the results in a comprehensive Feasibility Study Report. The grantee's subcontractor will prepare a draft report for comment by the various stakeholders including California Division of Safety of Dams (DSOD). The grantee's subcontractor will incorporate stakeholder comments where possible into the final report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 4 - Independent Technical Review

The grantee will engage the services of independent technical reviewer to perform a review of the Feasibility level design (Task 3). The review will provide independent oversight and ensure that products related to design, construction cost estimating, and construction are technically sound and provide a credible basis for decision making. In addition to making sure that the construction cost estimates are appropriate for their intended purpose, the review also works to identify any fatal flaws and to certain that major risk and uncertainties have been fully addressed in the estimates. The review will include the independent review team making a visit to the project site, reviewing the pertinent documents, developing their comments/recommendations, writing a report of findings, and making a presentation to the stakeholders. Ideally, the Engineering Consultant that performed the Feasibility Study will participate in the site visit with the

independent review team, be available to answer questions, participate in the presentation of findings, and respond to the review comments.

Task 5 - 30% Design

The grantee will select, through a competitive Request for Proposal (RFP) process a qualified engineering consulting subcontractor, that will complete the dam removal 30% Design. The 30% design will advance the feasibility level design for installing two large diameter orifices in Matilija Dam, implementing fine sediment removal by opening of the orifices during a flushing storm event, demolition of the dam following sediment flushing, and mitigating the potential impact of fine sediment on downstream water supplies. The 30% design will be accomplished by:

- an updated structural analysis
- developing clear, concise construction plans
- developing a list of specifications and a brief description of what each specification will cover based on the 30 percent design
- an update Construction Cost Estimate and Schedule
- preparing a Monitoring and Adaptive Management Plan to identify appropriate monitoring activities and associated thresholds for management or maintenance activity and will address uncertainties and risks associated with accumulated sediment evacuation and transport.

The grantee's subcontractor will document the results in a comprehensive report. The grantee's subcontractor will prepare a draft 30 Percent Design Report for comment by the various stakeholders including DSOD. The grantee's subcontractor will incorporate stakeholder comments where possible into the final 30 Percent Design Report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 6 - Review and Update Real Estate Plan

The Real Estate Plan (REP) for the project dates back to 2004 and was based on the Alternative 4b concept developed by the USACE. The grantee's subcontractor will update the Real Estate Plan to be consistent with the findings of Task 3. The REP is a feasibility level study of the lands, easements, rights-of-way, relocations, and disposal sites associated with the final of ecosystem restoration alternatives for the Matilija Dam study. The REP discusses the general real estate requirements for preferred project.

Task 7 - Overall Project Permitting Plan

The grantee's subcontractor will develop a succinct Permitting Plan to identify permits and approvals required for the Matilija Dam Removal project, which will provide stakeholders with an understanding of potential agency requirements and concerns. This task includes one site visit and two agency meetings. An attempt will be made to meet with all the permitting agencies face-to-face, and so these two meetings will be multi-agency to the extent possible. A reconnaissance-level biological survey will be performed. Based on consultation with project stakeholders, review of readily available information, and the reconnaissance-level biological survey, restoration approaches developed in other tasks, and prior experience and expertise in the subject matter, specific environmental and permitting needs will be evaluated for the project. Agency meetings will be used to identify potential issues or clarify agency preference as related to regulatory process for this specific project. The results of the evaluation and site visit will be presented in the letter-report, as well as the permits, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, and approvals likely required for the project.

A list of permits to be evaluated for the project, to be revised during implementation of this scope of work, includes: 1) CEQA and NEPA Compliance, 2) Clean Water Act Section 404 (Nationwide or Individual Permit from the USACE); 3) Clean Water Act Section 401 (Water Quality Certification from the RWQCB); 4) US Fish and Wildlife Service Section 7 Consultation (for California red-legged frogs and western pond turtles); 5) National Marine Fisheries Service Section 7 Consultation (for steelhead); 6) California Department of Fish and Wildlife, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement; 7) Cultural Resources Inventory Report for compliance with Section 106 under the National Environmental Policy Act (NEPA) or the Nationwide 404 permit application; and, 8) County Permits. The suite of permits and approvals needed may vary depending on grant funding opportunities or potential partnerships identified. It is assumed that National Environmental Policy Act (NEPA) compliance will be needed in case there are any future opportunities to obtain partial federal funding.

Task 8 - Update CEQA/NEPA

CEQA and NEPA compliance will tier off the existing certified project Environmental Impact Statement/Report (2004). The grantee's subcontractor will prepare a subsequent EIS/R in compliance with NEPA and CEQA. The subsequent EIS/R will incorporate the preferred project plan that results from the Feasibility Study outlined in Task 3. Substantial changes to the preferred project shall be included in the subsequent EIS/R

by either updating one of the existing alternatives, or creating a new alternative.

Subtask 8 Public Draft Subsequent EIS/R

The grantee's subcontractor will develop the Public Draft Subsequent EIS/R that will include the following:

8.1.1 Updated Project Description: The project description section for the EIS/R will be updated based on the technical and design information developed in Tasks 3 and 4. The grantee's subcontractor shall prepare two (2) draft versions of the Project Description section and any related Appendix or Appendices. This information shall be formatted to be used directly in the EIS/R, including any appendices necessary to support the Project Description;

8.1.2 Updated Affected Environment: The environmental setting/affected environment sections for the EIS/R will be updated, as appropriate, given more recent available information since the existing certified EIS/R was completed. Environmental setting/affected environment sections shall be prepared for each resource area identified in the existing EIS/R and required by the most recent guidelines;

8.1.3 Updated Impact Assessment: Based on the latest technical information from Tasks 3 and 4, and using the existing conditions and biological field survey data from the existing certified EIS/R, impact assessments shall be updated, as necessary, for each resource area. This analysis of impacts shall be conducted in accordance with NEPA and CEQA;

8.1.4 First Administrative Draft Subsequent EIS/R: The grantee's subcontractor shall prepare all NEPA and CEQA required sections for an EIS/R and shall compile the materials prepared under previous tasks and sub-tasks into a complete First Administrative Draft Subsequent EIS/R. It is anticipated that portions of the existing certified EIS/R will still be applicable, while other sections or analyses may require significant revision to incorporate project changes and adhere to the latest guidelines. The First Administrative Draft Subsequent EIS/R and all subsequent drafts, including the public Draft Subsequent EIS/R, shall contain a Mitigation, Monitoring, and Reporting Plan as required under NEPA and CEQA as an Appendix;

8.1.5 Second Administrative Draft Subsequent EIS/R: The grantee's subcontractor shall identify and address all comments received on the First Administrative Draft and prepare the Second Administrative Draft Subsequent EIS/R;

8.1.6 Public Draft Subsequent EIS/R: The grantee's subcontractor shall identify and address all comments received on the Second Administrative Draft and prepare the Public Draft Subsequent EIS/R. This includes:

- Notices for Subsequent EIS/R: The grantee's subcontractor shall prepare two (2) draft versions and one (1) final version of all notices required under NEPA and CEQA for the circulation of the

Subsequent EIS/R. Notices shall include, but may not be limited to the following: NEPA Notice of Availability; CEQA Notice of Completion; CEQA Notice of Availability; and required newspaper notices. All notices shall be provided in MS Word format for final formatting by the lead agencies. The grantee's subcontractor shall be responsible for paying all notice filing and posting fees; and,

- Prepare Copies and Distribute the Subsequent EIS/R: The grantee's subcontractor shall prepare the following: a) One (1) complete, high quality, print-ready version of the Public Draft Subsequent EIS/R; b) One (1) complete, web version of the Public Draft Subsequent EIS/R in .pdf format; c) Up to 100 bound hardcopies of the Executive Summary with the entire web-version of the Public Draft Subsequent EIS/R included on a compact disk attached to the back; d) Up to 25 bound hardcopies of the entire Public Draft Subsequent EIS/R; e) The grantee's subcontractor shall distribute the Draft Subsequent EIS/R and associated notices to the project mailing list. All documents shall be distributed using a method that provides proof of delivery; and, f) the grantee's subcontractor shall file the required number of copies of the Draft EIS/R and Notice of Completion with the California State Clearinghouse.

Subtask 8.2 Final Subsequent EIS/R

The grantee's subcontractor shall: review, categorize, and prepare responses to all comments received on the Draft Subsequent EIS/R and make any necessary changes in response to these comments to prepare the Final Subsequent EIS/R; and conduct any additional modeling runs and related analysis needed for responses. The Final shall be prepared in compliance with NEPA and CEQA. The grantee's subcontractor shall assume that the entire Draft Subsequent EIS/R will be updated and re-printed as the Final.

FEIS/R preparations include: 8.2.3 Prepare First Administrative Final EIS/R; 8.2.4 Prepare Second Administrative Final EIS/R; 8.2.5 Prepare Final EIS/R; 8.2.6 Prepare Notices for the Final EIS/R and Prepare Copies and Distribute the Final EIS/R.

Task 9 - 65% Design

A qualified engineering consulting subcontractor, selected through a competitive Request for Proposal (RFP) process, will complete the dam removal 65% design. The 65% design will advance the 30% design for installing two large diameter orifices in Matilija Dam, implementing fine sediment removal by opening of the orifices during a flushing storm event, demolition of the dam following sediment flushing, and mitigating the potential impact of fine sediment on downstream water supplies. The grantee's subcontractor will accomplish the 65% design by:

- Developing clear, concise construction plans, sections, and details necessary to convey the 30% design of the orifices in the dam, dam removal, optional gates for the orifices, Live Oak Acres and Meiners Oaks levees if determined in Subtask 3.4 to require a change in levee crest elevation, the Camino Cielo Bridge, water supply mitigations, and site restoration.
- Developing clear, concise specifications to accompany the 65% design plans.
- Updating Construction Cost Estimate and Schedule

The grantee's subcontractor will document the results in a comprehensive 65% Design Report. The grantee's subcontractor will prepare a draft report for comment by the various stakeholders including DSOD. The grantee's subcontractor will incorporate stakeholder comments where possible into the final report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 10 - Prepare Final Report

The grantee's subcontractor (the same as in Task 9) will prepare a summary report of the work performed under the grant. The body of the report shall summarize the work performed, the findings of the work, and reference all of the completed deliverables. For completeness, the deliverables will be made appendices to the final report. The grantee's subcontractor will prepare a draft report for comment by the various stakeholders. The grantee's subcontractor will incorporate stakeholder comments where possible into the final report and include an appendix of stakeholder comments and responses from the engineering consultant in the final report.

Task 11 - Project Close-out

The grantee will complete and submit all project close-out documentation. Close-out documentation will include the following: Sponsor Certification for Final Acceptance. The grantee shall complete and submit the standard certification attesting to the satisfactory completion of the work in conformance with the approved scope of work and associated deliverables; Final Project Cost Summary: Shall include a summary of all incurred costs and expenses; and, Final Report: The grantee shall submit the final report associated with the project, which shall combine all pertinent deliverables submitted for the various tasks associated with the scope of work.

6.03.5 Timelines:

<u>Task</u>	<u>Task Title</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	1.2 Project Performance Measurement 1.3 Quarterly Progress Reports 1.4 Quarterly Invoices 1.5 Executed Subcontracts	1.2 Executed Subcontracts Description of performance and evaluation methods to the CDFW Grant Manager within the first 90 days of the project 1.3 Due within thirty days following each quarterly month following Grant execution 1.4 Due within thirty days following each quarterly month following Grant execution 1.5 Due with Quarterly Progress Reports
2	Field Investigations	Field investigations memorandum	September 29, 2017
3	Dam Removal Feasibility Study	Draft Feasibility Study Report Final Feasibility Study Report	April 27, 2018 May 25, 2018
4	Independent Technical Review (ITR)	Draft ITR Report Final ITR Report	July 27, 2018 August 31, 2018
5	30% Design	Draft 30% Design Report Final 30% Design Report	February 22, 2019 March 29, 2019
6	Review and Update Real Estate Plan	6.1a Draft Real Estate Plan 6.1b Final Real Estate Plan	6.1a June 29, 2018 6.1b July 27, 2018
7	Overall Project Permitting Plan	7.1a Draft Permitting Plan 7.1b Final Permitting Plan	7.1a January 25, 2019 7.1b February 22, 2019

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<u>Task</u>	<u>Task Title</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
8	Update CEQA/NEPA	8.1.1 Draft Updated Project Description	8.1.1 September 28, 2018
		8.1.1 Final Updated Project Description	8.1.1 October 19, 2018
		8.1.2 Draft Updated Affected Environment	8.1.2 October 26, 2018
		8.1.2 Final Updated Affected Environment	8.1.2 November 23, 2018
		8.1.3 Draft Updated Impact Assessment	8.1.3 December 21, 2018
		8.1.3 Final Updated Impact Assessment	8.1.3 January 25, 2019
		8.1.4 First Administrative Draft Subsequent EIS/R	8.1.4 February 22, 2019
		8.1.5 Second Administrative Draft Subsequent EIS/R	8.1.5 April 26, 2019
		8.1.6 Public Draft Subsequent EIS/R	8.1.6 June 28, 2019
		8.2.3 Prepare First Administrative Final EIS/R	8.2.3 December 27, 2019
		8.2.4 Prepare Second Administrative Final EIS/R	8.2.4 February 28, 2020
		8.2.5 Prepare Final EIS/R	8.2.5 April 24, 2020
		8.2.6 Prepare Notices	8.2.6 April 30, 2020
9	65% Design	Draft 65% Design Report	January 31, 2020
		Final 65% Design Report	March 27, 2020
10	Prepare Draft / Final Report	Draft Final Report	March 29, 2020
		Final Report	April 29, 2020
11	Project Close-Out	Project Close-Out Report	May 29, 2020

6.04 Contacts:

The Project Officials during the term of this Agreement are:

<u>CDFW Grant Manager:</u>	<u>County of Ventura:</u>
Name: Daniel Burmester Address: 1416 9th Street, Suite 1266 Sacramento, CA 95814 Phone: (916) 445-0086 Email: Daniel.Burmester@wildlife.ca.gov	Name: Glenn Shephard, Watershed Protection District Director Address: 800 S Victoria Ave Ventura, CA , 93009 Phone: (805)-654- 2040 Email: glenn.shephard@ventura.org

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>Ventura County Watershed Protection District:</u>
Name: Keng Saefong Address: 1416 9th Street, 12th Floor Sacramento, CA 95811 Phone: (916) 445-5350 Email: Keng.Saefong@wildlife.ca.gov	Name: Peter Sheydayi, Deputy Director of the Design and Construction Division Address: 800 S Victoria Ave Ventura, CA , 93009 Phone: 805-654-2016 Email: peter.sheydayi@ventura.org

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 Progress Reports:

The Grantor must receive **quarterly** progress reports. These reports should be delivered to the CDFW Grant Manager identified in Section 6.04 – Contacts in the manner and format identified in Requirements, below. A sample Quarterly Progress Report will be provided by the CDFW Grant Manager.

Quarterly progress reports shall include:

- a) Activities performed during the quarter
- b) Percentage of each task completed
- c) Deliverables completed
- d) Identified problems or challenges and proposed solutions; and
- e) Proposed activities and tasks for the following quarter.

7.02 Final Report:

A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than 30 days before grant term.

The Final Report will consist of a summary of project outcomes, activities, performance, and an evaluation of lessons learned and recommendations for future management upon completion of the project tasks. A Draft Final Report shall be due 30 days prior to delivery of the Final Report. A sample Final Report template will be provided by the CDFW Grant Manager.

7.03 Data Management:

Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control guidelines. Grantee shall prepare and submit to the Grant Manager all data generated by the project. Geospatial data will be delivered in an industry-standard spatial data format (ESRI-readable) where applicable and documented with metadata in accordance with the CDFW Minimum Data Standards (<http://www.dfg.ca.gov/biogeodata/bios/metadata.asp>).

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/>). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the Grant Manager prior to submitting a final invoice.

SECTION 8 - BUDGET

8.01. Line Item Budget:

Matilija Dam Removal 65% Design Planning Project	
A. PERSONNEL SERVICES	
<u>Level of Staff</u>	Amount Requested
<i>Deputy Director</i>	\$75,000
<i>Engineer Manager II</i>	\$42,250
<i>Engineer Manager I</i>	\$12,000
<i>Engineer IV</i>	\$30,250
<i>Planner IV</i>	\$35,280
<i>Staff Services Specialist I</i>	\$12,900
<i>Supervising Contract Support Specialist</i>	\$3,600
<i>Engineer Technician</i>	\$7,200
<i>Engineer Aide</i>	\$3,806
Subtotal Personnel Services	\$222,286
Staff Benefits @ 58%	\$128,926
TOTAL A: PERSONNEL SERVICES	\$351,212
B. INDIRECT CHARGES	
TOTAL B: INDIRECT CHARGES (Total A) * (20%)	\$70,242
C. OPERATING EXPENSES: SUBCONTRACTORS	
<i>Consulting Engineer for Task 2</i>	\$280,860
<i>Consulting Engineer for Tasks 3, 4, and 6</i>	\$649,817
<i>Consulting Engineer for Tasks 5 and 7</i>	\$723,271
<i>Consultant for Task 8</i>	\$697,747
<i>Consulting Engineer for Task 9</i>	\$505,764
<i>Consulting Engineer for Task 10</i>	\$21,591
TOTAL C: OPERATING EXPENSES: SUBCONTRACTORS	\$2,879,050
D. GRAND TOTAL (A+B+C)	\$3,300,504

8.02 Prior Approval Requirements

The following changes require prior approval of the CDFW Grant Manager, whether or not the change has a budgetary impact.

- 1) Change in Project Description
- 2) Inclusion of restricted use data or copyrighted works in Deliverables
- 3) Travel not included in the approved Budget
- 4) Computer (or theft sensitive equipment) not included in the approved Budget
- 5) Equipment not included in the approved Budget detail

8.03 Budget Modifications

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total agreement amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of the total budget amount or \$10,000, whichever is less, is allowed with approval of the Grantor's Project Manager, or as otherwise agreed to by the Parties and documented within Section 8.01, Line Item Budget.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the Grantor's Project Manager prior approval and may require a formal amendment to this Agreement. The Grantee will submit a revised budget to the Grantor for approval.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this grant are not allowed.

Notwithstanding the above provision, the State may proceed with a formal amendment to this Agreement for budget revisions.

8.04 Payment Provisions

8.04.1 Disbursements: Grant disbursements will be made to the 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 within this Agreement. The invoice package must be sent to the Grant Manager at:

**California Department of Fish and Wildlife,
Attn: Daniel Burmester
1416 9th Street, Suite 1266
Sacramento, CA 95814**

The invoice shall contain the following information:

- The word “Invoice” should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term “from” and “to”;
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- 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 the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grant Manager.

8.04.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee’s performance under this grant 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. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. A sample invoice template will be provided by the CDFW Grant Manager.

8.05 Citations

AECOM and Stillwater Sciences, 2016, March. Matilija Dam Removal, Sediment Transport, and Robles Diversion Mitigation Project: Water Supply Mitigation Options Evaluation Report, prepared for the Ventura County Watershed Protection District.
<http://matilijadam.org/documents/2016-03%20Matilija%20Task%203.3%20Water%20Supply%20Mitigation%20Options%20Report.pdf>

AECOM, 2016, March, Matilija Dam Removal, Sediment Transport, and

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Robles Diversion Mitigation Project: Dam Removal Concepts Evaluation Report, prepared for the Ventura County Watershed Protection District.
<http://matilijadam.org/documents/2016-03%20Matilija%20Task%201.3%20Concepts%20Evaluation%20Report.pdf>

Bureau of Reclamation. 2006. Hydrology, Hydraulics, and Sediment Studies for the Matilija Dam Ecosystem Restoration Project, Ventura, CA – DRAFT Report, November.
<http://www.matilijadam.org/documents/Matilija%20H&H%20Design%20v2.pdf>

URS, 2013, January. Matilija Dam Structural Evaluation, prepared for the Ventura County Watershed Protection District.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Tyrone Williams

Title: Branch Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Glenn Shephard

Title: Watershed Protection District Director

Date: _____

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

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1696021Grantee Name: County of Ventura

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1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1696021Grantee Name: County of Ventura

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8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable)**: The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA**: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING**: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**Exhibit 1.a – Public Entities
General Grant Provisions****Agreement Number:** P1696021**Grantee Name:** County of Ventura**Page 3 of 6**

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

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16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

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The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

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Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property 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 CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.