

STATE OF CALIFORNIA  
State Coastal Conservancy  
**GRANT AGREEMENT**  
Grant - Rev 11/20

AGREEMENT NUMBER <b>22-157</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>95-6000944</b>	

THIS AGREEMENT is entered into this 23rd day of May, 2023 in the State of California, by and between:

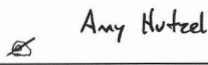
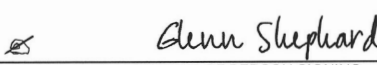

AGENCY <b>State Coastal Conservancy</b>	and
GRANTEE'S NAME <b>County of Ventura</b>	

**I. SCOPE OF AGREEMENT**

Pursuant to Chapter 5.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the County of Ventura ("the grantee") a sum not to exceed \$358,000 (three hundred fifty-eight thousand dollars) ("funds"), subject to this agreement.

*(Continued on the following pages)*

The provisions on the following pages constitute a part of this agreement.  
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY <b>State Coastal Conservancy</b>		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Ventura</b>			
BY (Authorized Signature)  		BY (Authorized Signature)  			
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Amy Hutzel, Executive Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Glenn Shephard, Director of Watershed Protection</b>			
ADDRESS & PHONE NUMBER <b>1515 Clay Street, 10<sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015</b>		ADDRESS & PHONE NUMBER <b>900 South Victoria Avenue Ventura, CA 93009-1600 Phone: (510) 654-2018</b>			
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$358,000.00</b>	PROGRAM/CATEGORY <b>Local Assistance</b>	FUND TITLE/PROP NO. <b>General Fund</b>			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$-0-</b>	FUND ITEM <b>3760-101-0001(A)</b>	CHAPTER <b>43</b>	STATUTE <b>2022</b>	FISCAL YEAR <b>22/23</b>	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$358,000.00</b>	PROJECT NAME <b>MDERP: Pre-Construction Activities</b>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER  		DATE <b>5/23/2023</b>			

I certify that this agreement is exempt from Department of General Services' approval.



Erlinda Corpuz  
Procurement and  
Contracts Manager

The grantee shall use the funds to conduct pre-construction activities associated with the Matilija Dam Ecosystem Restoration Project ("the project") for the Ventura River area of Ventura County, as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of hydraulic and sediment transport modeling studies that are intended to close potential data gaps from previous work. The studies will be conducted to yield at least three sets of new simulation results: (1) 2D Coarse Mesh model outputs for the Full Project reach, with sand, gravel, and cobble as sediment supply inputs; (2) 2D Fine Mesh model outputs for the Upstream reach, with sand, gravel and cobble added as sediment supply inputs; and (3) 2D Fine Mesh model outputs for the Upstream reach, with sand, gravel and cobble added as sediment supply inputs and with the impoundment (reservoir) sediment input rate increased by 30 percent. The proposed project also includes conducting up to three additional simulations at the Robles Diversion and at other key downstream locations if needed once the above results are obtained. The proposed project includes integration of these modeling studies and results into ongoing environmental compliance work and design planning.

The project also consists of funding to support the United States Bureau of Reclamation (USBR) such that it can continue to provide ongoing technical assistance for the project. This will ensure that USBR standards and expertise continue to be integrated into planning and design decisions with particular focus on proposed improvements at the Robles Diversion Facility, which USBR owns.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

## **II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
  - a. The work program for the project as provided in section "V. WORK PROGRAM."
  - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:

- a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section "XIII. INSURANCE."

### **III. TERM OF AGREEMENT**

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT." This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on December 31, 2025 ("the termination date") unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by September 30, 2025 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2026.

### **IV. AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 2, 2023 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

## **Standard Provisions**

### **V. WORK PROGRAM**

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. For each project component, the project budget must list all intended funding sources including the Conservancy's grant, the grantee's required contribution, and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

### **VI. COORDINATION AND MEETINGS**

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.



## **VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location. The grantee shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

## **VIII. COSTS AND DISBURSEMENTS**

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "X. PROJECT COMPLETION," and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

#### **IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project

budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

#### **X. PROJECT COMPLETION**

The grantee shall complete the project by the completion date provided in section "III. TERM OF AGREEMENT." Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section "III. TERM OF AGREEMENT":

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project will be deemed complete as of the date of the letter.

#### **XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to

the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

## **XII. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

### **XIII. INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
  - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.

- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
- 3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
- 4. Required Provisions Concerning the Conservancy and the State of California.
  - a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
  - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
  - c. The general liability and automobile liability policies must contain, or to be endorsed to contain, the following provisions:
    - i. The State of California, its officers, agents and employees are additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
    - ii. For any claims related to this agreement, the grantee's insurance coverage must be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
    - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

- d. Coverage does not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. **Acceptability of Insurers.** Insurance must be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. **Verification of Coverage.** The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. **Contractors.** The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

#### **XIV. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under



investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

#### **XV. COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **XVI. NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain



compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

#### **XVII. AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### **XVIII. PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

#### **XIX. DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

#### **XX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

#### **XXI. INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

#### **XXII. ASSIGNMENT**

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

#### **XXIII. TIMELINESS**

Time is of the essence in this agreement.

**XXIV. EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

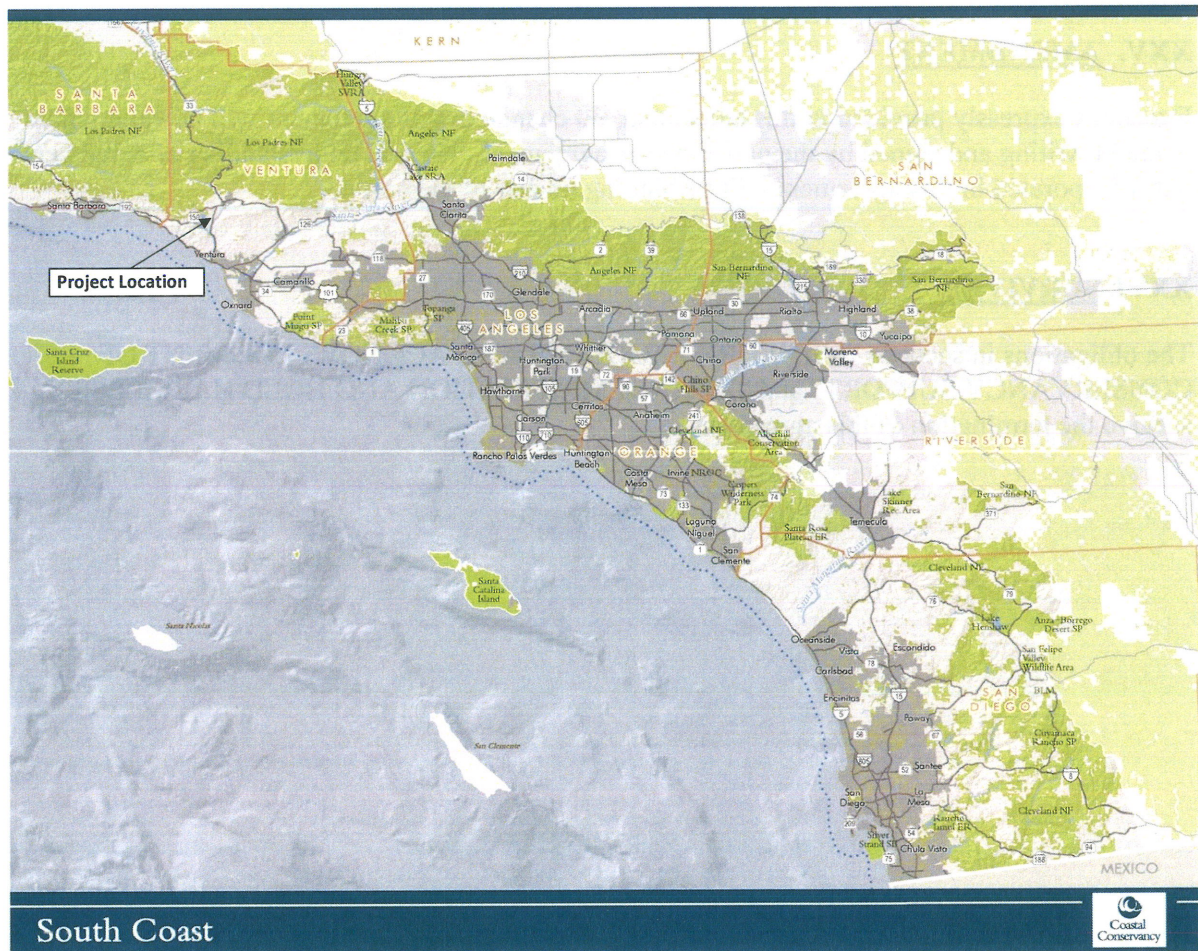
**XXV. AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

**XXVI. SURVIVAL**

The obligations in sections "VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.

Exhibit 1: Project Location Map



COASTAL CONSERVANCY

Staff Recommendation  
February 2, 2023

**MATILIJIA DAM ECOSYSTEM RESTORATION PROJECT: PRE-CONSTRUCTION ACTIVITIES**

Project No. 99-099-07  
Project Manager: Sam Jenniches

**RECOMMENDED ACTION:** Authorization to disburse up to \$358,000 to the County of Ventura to conduct pre-construction activities associated with the Matilija Dam Ecosystem Restoration Project, including hydraulic and sediment modeling, environmental compliance, and design planning in Ventura County.

**LOCATION:** Ventura River watershed, Ventura County

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**EXHIBITS**

- Exhibit 1: [Project Location Map](#)  
Exhibit 2: [Project Graphics](#)  
Exhibit 3: [Project Letters](#)
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**RESOLUTION AND FINDINGS**

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

**Resolution:**

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed three hundred fifty-eight thousand dollars (\$358,000) to the County of Ventura ("the grantee") to conduct pre-construction activities associated with the Matilija Dam Ecosystem Restoration Project, including hydraulic and sediment modeling, environmental compliance, and design planning in Ventura County (the project).

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.

**Findings:**



Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 5.5 of Division 21 of the Public Resources Code, regarding protection and restoration of fish and wildlife habitat in coastal watersheds.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.

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## **STAFF RECOMMENDATION**

### **PROJECT SUMMARY:**

Staff recommends the State Coastal Conservancy (Conservancy) authorize a grant of an amount not to exceed three hundred fifty-eight thousand dollars (\$358,000) to the County of Ventura to conduct pre-construction activities associated with the Matilija Dam Ecosystem Restoration Project, including hydraulic and sediment modeling, environmental compliance, and design planning in Ventura County (the project).

The removal of Matilija Dam from the Ventura River watershed has been identified as a critical action for the recovery of the federally endangered southern California steelhead in the National Marine Fisheries Service's Southern California Steelhead Recovery Plan. Efforts to safely remove the obsolete Dam and its sediment-laden reservoir are part of the Matilija Dam Ecosystem Restoration Project (MDERP), a watershed-scale compendium of efforts to plan, design and implement essential improvements to downstream infrastructure; and to undertake a host of other pre-construction activities (such as real-property acquisitions and adaptive management planning) that must be completed before Dam removal can take place.

A 2017 grant from the California Department of Fish and Wildlife (CDFW) provided \$3.3M for pre-Dam removal work as part of the Matilija Dam Removal 65% Design Planning Project. CDFW recently approved an approximately \$1.7 million augmentation to address budget shortfalls stemming from the grant approved in 2017. Subsequent additional grants from CDFW, the Conservancy and the Wildlife Conservation Board have combined to provide support to advance other MDERP components. The current Conservancy funding request is to fill an additional funding gap that was identified by the County after the CDFW augmentation had been approved.

A complex series of numeric modeling studies have been undertaken since 2017 to evaluate sediment transport, sediment disposition, and changes in water surface elevations and flood risks downstream of Matilija Dam, both during and after the initial sediment "flush" that will be part of the Dam removal sequence. These studies inform many of the discrete downstream physical components of MDERP as well as real estate plans and risk assessment associated with the MDERP. Initially, those studies focused on one-dimensional (1D) sediment transport and hydraulic modeling to determine downstream impacts within Matilija Creek and Ventura River due to sediment deposition and resulting 100-year water surface elevation increases. However, based on the relatively coarse nature of the 1D models, the MDERP team (County Watershed

Protection, National Marine Fisheries Service, US Bureau of Reclamation, MDERP contractors, Conservancy staff, CDFW staff and others) determined that two-dimensional (2D) modeling was needed to provide more detailed analyses in areas with potential flood risks where the 1D model did not account for complex flow patterns associated with overbank flooding.

The subsequent 2D modeling was conducted in two phases. Phase I utilized a coarse mesh model that encompassed the full MDERP reach of the Ventura River from upstream of Camino Cielo to the Ventura Water Purification Plant. The coarse mesh model is quicker to set up and run but delivers broad, but less accurate, results. Based on the Phase I results, the MDERP team elected to utilize a finer and more accurate mesh for Phase II. This model run focused on an upstream reach that includes the Camino Cielo crossing, the Robles Diversion Facility, and the community of Meiners Oaks; and a downstream reach that extends from upstream of Live Oak Acres to the Coyote Creek confluence.

A Technical Report completed in July 2022 provides a composite of 2D modeling results for the full Project reach (AECOM 2022). At that point, however, technical reviews by the U.S. Bureau of Reclamation (USBR) – whose Ventura River Project includes the Robles Diversion Facility – identified concerns regarding an early decision to exclude the finer-grained sediment (primarily sand ranging from 0.0625 to 2.0 mm) now stored in Matilija Reservoir from the 1D and 2D studies completed to-date. These concerns were also held by National Marine Fisheries Service (NMFS) staff. The concerns led Conservancy staff to recommend the formation of a technical working group in August led by AECOM and Stillwater Sciences – the original modeling team – and by October culminated in a proposed series of additional 2D studies to test the sensitivity of the prior 2D results to the inclusion of finer-grained sediment, along with a greater rate of assumed sediment release during the initial flushing event.

The County seeks this grant from the Conservancy to fill a funding gap in the CDFW funds for the 65% Design Planning Project budget. The need for this modeling was identified after the CDFW funds were granted. The County urgently needs the funding for the final 2D results to inform environmental impact (CEQA) analyses and associated outreach tasks.

The proposed project includes conducting the recommended additional 2D studies to address what USBR believes could be an important data gap in all the hydraulic and sediment transport modeling studies completed to-date. As such, the goal for the additional 2D studies is to resolve whether the incorporation of finer-grained sediments and an increased rate of sediment supply will have significant effects on the prior 2D modeling results, or if the original decision to ignore (for modeling purposes) the finer-grained sediment was justified.

The additional studies will be conducted to yield at least three sets of new simulation results (see Exhibit 2):

- 2D Coarse Mesh model outputs for the Full Project reach, with sand, gravel and cobble added as sediment supply inputs;
- 2D Fine Mesh model outputs for the Upstream reach with sand, gravel and cobble added as sediment supply inputs; and

- 2D Fine Mesh model outputs for the Upstream reach, with sand, gravel and cobble added as sediment supply inputs and with the impoundment (reservoir) sediment input rate increased by 30 percent.

In an effort to better understand the potential increased sediment transport and flood risks associated with Matilija Dam removal, the proposed project also includes conducting up to three additional simulations at the Robles Diversion and at other key downstream locations if needed once the above results are obtained.

The proposed project includes funding for environmental compliance and design planning. As discussed above, the proposed additional modeling is to address a potential data gap to ensure that the range of potential outcomes is described as fully as possible. The full suite of modeling results (previous and proposed) provides the foundation for design planning and the impact analysis associated with environmental compliance. The proposed project funds integration of these new results into those ongoing efforts.

The proposed project also includes funding for design planning by supporting USBR's ongoing technical assistance for the project. This will ensure that USBR standards and expertise continue to be integrated into MDERP planning and design decisions, with particular focus on proposed improvements at the Robles Diversion Facility, which USBR owns. This will be particularly important for ensuring continuity in moving from the current Robles Phase 2 collaborative alternatives refinement phase, funded in 2021 by the Conservancy, to conceptual design through feasibility studies and on to preliminary design. At this point in the design, USBR will develop and utilize a physical model (a scale replication of the watershed) to verify the proposed 30 percent design while CEQA work is being completed. Resource Legacy Fund has funded the previous four years of USBR technical assistance.

In February 2020, the County initiated an ongoing series of Spring and Fall updates to keep the local community and stakeholders apprised of progress on the MDERP's planning, design, and implementation efforts, associated funding initiatives, and environmental compliance activities. Conducted in collaboration with the Ventura River Watershed Council, these regular public updates have included more in-depth technical sessions for all who might wish to learn more and have been conducted both in-person (initially) and virtually (since Fall 2020) with opportunities for questions and discussion as part of each agenda. Local tribal representatives are invited to, and have attended some of, these meetings. Further discussion of tribal outreach can be found in #3 of the "Consistency with Conservancy's Project Selection Criteria" section below.

**Site Description:** The Ventura River Watershed lies in the northeastern part of Ventura County, approximately 80 miles north of Los Angeles, and flows from its headwaters in the Santa Ynez Mountains approximately 33 miles to the river mouth at Surfer's Point in Ventura (see Exhibit 1). The Ventura River watershed is a remarkable watershed for several reasons. Unlike most watersheds in southern California, residents rely 100 percent on local water supplies and the land in the watershed is largely undeveloped. The northern half of the watershed lies within the Los Padres National Forest. Rainfall in the Matilija Wilderness, the river's headwaters, is the



highest in Ventura County, with average annual rainfall over twice that at the coast. The steep terrain of the Ventura River watershed headwaters, coupled with intense downpours that can occur in its upper portions, result in flash flood conditions where floodwaters rise and fall in a matter of hours. Major or moderate floods with substantial sediment loads have occurred once every five years on average since 1933. The 2017 Thomas Fire burned more than 95 percent of the upper watershed, and only magnified the sediment challenges confronting critical downstream infrastructure.

At least 65 special-status wildlife species, 54 special-status plant species, and six sensitive natural communities have been documented in the middle reaches of the Ventura River watershed. In addition, the U.S. Fish and Wildlife Service has designated Critical Habitat for six wildlife species.

The primary species to benefit from the project as well as the broader MDERP include the federally endangered southern California steelhead (*Oncorhynchus mykiss irideus*) and federally designated species of special concern, Pacific lamprey (*Entosphenus tridentatus*).

**Grant Applicant Qualifications:** Ventura County has been the principal project proponent of the MDERP for over two decades. The County, through its Watershed Protection department of the Ventura County Public Works Agency, recently completed the Santa Ana Bridge Replacement project and is currently conducting the Camino Cielo Bridge Replacement Design, both pre-removal downstream components of MDERP involving funding from the Conservancy. The Conservancy has a long history of partnering with Ventura County.

#### **CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:**

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on December 1, 2022, in the following respects:

##### **Selection Criteria**

##### **1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.**

See the "Consistency with Conservancy's Strategic Plan" section below.

##### **2. Project is a good investment of state resources.**

The proposed project builds on significant state investment in the MDERP and addresses a critical gap in modeling that is necessary to move all aspects of the broader project forward in a timely manner. The project was developed in consultation with specialists at USBR and NMFS, federal agencies that own or permit components of the MDERP and the project budget and goals are based upon cost estimates developed during that consultation.

The proposed project is generally consistent with several state plans, and specifically with the *Southern California Steelhead Recovery Plan* (NMFS, 2012) and the *Steelhead Restoration and Management Plan* (CDFW, 1996). The Ventura River watershed is a priority watershed for

recovery in both plans. The 2012 NMFS Recovery Plan includes the following priority recovery action that is furthered by this project:

*Physically modify Casitas, Matilija, and Robles Diversion dams to allow steelhead natural rates of migration to upstream spawning and rearing habitats, and passage of smolts and kelts downstream to the estuary and ocean.*

Matilija Dam is also recognized as a statewide anadromous fish passage priority in the California *Updated List of Anadromous Fish Passage Statewide Priority Barriers* (CDFW, 2012).

**3. Project includes a serious effort to engage tribes. Examples of tribal engagement include good faith, documented efforts to work with tribes traditionally and culturally affiliated to the project area.**

Government-to-government consultations with local Chumash representatives have been and remain central to the County of Ventura's efforts to evaluate potential impacts to tribal cultural resources related to the MDERP, as part of the Subsequent Environmental Impact Report (SEIR) currently under development for Matilija Dam removal, and for the SEIRs now planned for each of the Project's essential downstream components.

The County is also working in partnership with the Ojai Valley Land Conservancy and Resources Legacy Fund on a new post-Dam removal "visioning project" that will engage the watershed community, tribal interests, and stakeholders regarding the potential for enhanced outdoor recreation and access following Matilija Dam removal, and the associated implications for sustainable watershed stewardship. Initial consultations with local Chumash leaders are already underway, and a broader public engagement effort will take shape starting early in 2023.

**4. Project benefits will be sustainable or resilient over the project lifespan.**

The proposed project is being developed specifically to ensure that infrastructure is resilient to climate change impacts and to allow the natural systems of the Ventura River to adapt to a changing planet. Changes in precipitation and sediment flow regimes are already present in the watershed and design alternatives will be considered over a range of modeled climate impacts.

**5. Project delivers multiple benefits and significant positive impact.**

The project is necessary to continue development of multiple component parts of the MDERP in a manner that allows the broader project to remain on schedule. MDERP will provide the multiple benefits of fish passage, returning natural sediment flows to the river and sustaining beaches, and restoring important natural resources. The proposed project was developed specifically to ensure that hydraulic and sediment transport modeling is capturing a full range of potential outcomes.

**6. Project planned with meaningful community engagement and broad community support.**

The MDERP is a multiple-decade project that has involved community engagement throughout its development and has included significant project refinement as a result of community input. Currently, the grantee makes use of multiple committees to further the project, including twice yearly presentations to a broad stakeholder group at meetings of the Ventura River Watershed

Council. The proposed project has been developed out of that process and enjoys broad support (see Exhibit 3).

#### PROJECT FINANCING

<b>Coastal Conservancy</b>	<b>\$358,000</b>
<b>California Department of Fish and Wildlife</b>	<b>\$5,000,000</b>
<b>Project Total</b>	<b>\$5,358,000</b>

Conservancy funds are anticipated to come from Fiscal Year 2022/23 appropriation from the General Fund to the Conservancy for the purpose of climate resilience (The Budget Act of 2022, SB 154). These funds are available as described in Section 52 of Chapter 258 of the Statutes of 2021 (SB 155, 2021), which sets forth a detailed description of the purposes of the climate resilience funds. The proposed project is consistent with this funding source because it will plan for removal of an obsolete dam and associated downstream infrastructure, which will improve fish passage. In addition, the proposed project will ensure that the broader MDERP is constructed in a way that provides resilient habitat and infrastructure with respect to future climate changes.

#### CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project will be undertaken pursuant to Chapter 3 of the Conservancy's enabling legislation (Public Resource Code Section 31111), and Chapter 5.5, integrated coastal and marine resources protection (Public Resources Code Section 31220).

Section 31111 permits the Conservancy to award grants to public agencies and non-profit organizations for funding and undertaking plans and feasibility studies. Consistent with this section, the proposed project is a grant to the County of Ventura for planning associated with the MDERP.

Section 31220 directs the Conservancy to provide grants for coastal watershed and coastal and marine habitat water quality, sediment management, and living marine resources protection and restoration projects. Pursuant to Sections 31220(b)(2), (3) and (6), the Conservancy is authorized to award a grant for a project that protects or restores fish and wildlife habitat within coastal and marine waters and coastal watersheds, that reduces threats to coastal and marine fish and wildlife, and that restores coastal wetlands, riparian areas, floodplains, and other sensitive watershed lands, that drain to sensitive coastal or marine areas. The proposed project will prepare the pre-implementation studies, designs, and environmental documentation necessary to implement the MDERP, which will restore fish habitat, reduce threats to coastal and marine fish and wildlife, and restore coastal riparian areas. Staff consulted with the State Water Resources Control Board, which confirmed that the project is consistent with Chapter 3 (commencing with Section 30915) (Clean Beaches Program) of Division 20.4 of the Public Resources Code (Watershed, Clean Beaches, and Water Quality Act).

Consistent with Chapter 5.5., Section 31220(c) the proposed project includes completion of modeling that will be used as an evaluation component and is consistent with regional, local, or State watershed management and water quality plans or programs, as described in the “Consistency with Local Watershed Management Plan/State Water Quality Control Plan” section, below.

**CONSISTENCY WITH CONSERVANCY’S 2023-2027 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 3.2.1** of the Conservancy’s 2023-2027 Strategic Plan, the proposed project provides necessary studies to complete a plan to enhance a coastal watershed and improve fish passage.

**CONSISTENCY WITH LOCAL WATERSHED MANAGEMENT PLAN/STATE WATER QUALITY CONTROL PLAN:**

The proposed project will further several objectives of the Ventura County Integrated Regional Water Management Plan. Section 5.2.3 of the plan, “Ecosystem Protection and Restoration Strategies,” includes the following:

- Protect and enhance native ecosystem diversity; and
- Protect existing habitats from degradation.

The proposed project will complete technical studies needed to implement the MDERP, which will protect ecosystem diversity and protect existing habitats from degradation in the Ventura River Watershed.

**CEQA COMPLIANCE:**

The proposed project is statutorily and categorically exempt from the California Environmental Quality Act pursuant to 14 Cal. Code Regs. Sections 15262 and 15306, respectively. Section 15262 provides that feasibility and planning studies for possible future actions that have not yet been approved or funded are exempt from the requirement to prepare an environmental document although environmental factors must be considered. Section 15306 provides a categorical exemption for basic data collection and resource evaluation activities that do not result in serious disturbance to an environmental resource. The proposed project qualifies for these exemptions because it consists of planning, environmental evaluation, and information collection for a potential subsequent project, which has not yet been approved or funded.

Upon approval of the project, Conservancy staff will file a Notice of Exemption.