

**CALIFORNIA WILDLIFE CONSERVATION BOARD**

**GRANT AGREEMENT**

**Between**

**STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD**

**And**

**VENTURA COUNTY WATERSHED PROTECTION DISTRICT**

**for**

**CAMINO CIELO BRIDGE REPLACEMENT FINAL DESIGN**

**VENTURA COUNTY, CALIFORNIA**

**WC-2279DC**

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

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Camino Cielo Bridge Replacement Final Design  
Grant Agreement Number WC-2279DC  
Project ID 2021184

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

**GRANTOR:** Wildlife Conservation Board  
P.O. Box 944209  
Sacramento, California 94244-2090  
Attn.: Don Crocker, State Representative  
Phone: (916) 926-7317  
E-mail: don.crocker@wildlife.ca.gov

**Grant Agreement No.:** WC-2279DC

**Board Approval Date:** August 25, 2022

**Projected Completion Date:** March 31, 2026

**Terms of Agreement:** 9/29/2022  
**Capital Improvements:** Notice to Proceed Date (\_\_\_\_\_) through March 31, 2026

**Project Life:** Terms of agreement

**Project ID:** 2021184

## FUNDING CERTIFICATION

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

\_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
Date:

**Grant Amount:** \$1,310,000.00  
**Fund Source:** General Fund, Section SB129, Sec.89(3)  
**Appropriation Item:** Chapter 69, Statutes of 2021  
**Line Item:** 3640-101-0001  
**Expenditure Code:** 1000121101

## **1. SCOPE OF AGREEMENT**

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, (commencing with Section 1300) of the California Fish and Game Code; the General Fund (Budget Act of 2021, Chapter 21); and the approval granted by the Wildlife Conservation Board on August 25, 2022, the Wildlife Conservation Board (Grantor) hereby grants to Ventura County Watershed Protection District (Grantee), a sum not to exceed one million three hundred ten thousand dollars (\$1,310,000) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

## **2. PURPOSES OF GRANT**

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: completing final design plans, specifications, and cost estimates for a new bridge across the Ventura River near the intersection of Camino Cielo Road and State Highway 33 (Project) on approximately one acre of land commonly known as the Camino Cielo Bridge, located in Ventura County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP.

## **3. CONDITIONS OF GRANT**

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

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

#### 4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at [WCBCLerical@wildlife.ca.gov](mailto:WCBCLerical@wildlife.ca.gov) and WCB Project Manager Don Crocker ([don.crocker@wildlife.ca.gov](mailto:don.crocker@wildlife.ca.gov)) with "Project ID 2021184 Invoice No. \_\_\_\_" in the subject line.

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

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

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

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

## 5. BUDGET AND INDIRECT COSTS

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

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

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

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

## **6. GRANTEE'S COVENANTS**

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

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before March 31, 2026 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor and Grantee regarding text, design and location and shall display the logo of Grantor.
- 6.4. Not later than 30 days following the completion of all Project activities Grantee will submit one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

## **7. BREACH AND REMEDIES**

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

- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

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

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

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

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

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

## **8. ADDITIONAL TERMS AND CONDITIONS**

### **8.1 Grantee Responsible for Project**

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

### **8.2 Contracts**

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services,

equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

8.3 Indemnification

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

8.4 Amendment; Severability

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

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

8.5 Independent Capacity of Grantee; Withholding and Payments

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

8.6 No Assignment or Transfer

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

8.7 Accounting/Records/Audits

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

audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

**8.8 Use of Grant Funds to Secure Additional Funding**

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

**8.9 Termination or Suspension of Agreement**

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

**8.10 Resolution of Disputes**

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

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

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

**8.11 Drug-Free Workplace Certification**

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

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - a) the dangers of drug abuse in the workplace;
  - b) the person's or organization's policy of maintaining a drug-free workplace;
  - c) any available counseling, rehabilitation, and employee assistance programs; and,
  - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
  - a) will receive a copy of the company's drug-free policy statement; and,
  - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

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

#### 8.12 Union Organizing

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

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

#### 8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject

to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

**8.14 Disposition of Equipment**

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

**8.15 Informational Products**

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

**8.16 Non-Discrimination**

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

**8.17 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 and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor determine 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. Grantor shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.

## **9. NOTICE OF AGREEMENT**

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

## **10. AUTHORIZATION**

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on August 25, 2022, the Board authorized the award of a grant of up to \$1,310,000 to Grantee for the Project.

## **11. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

## **12. ELECTRONIC SIGNATURES**

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

## **13. EFFECTIVENESS OF AGREEMENT**

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee shall receive a fully executed original and Grantor shall receive one fully executed original.

## **14. EXHIBITS**

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

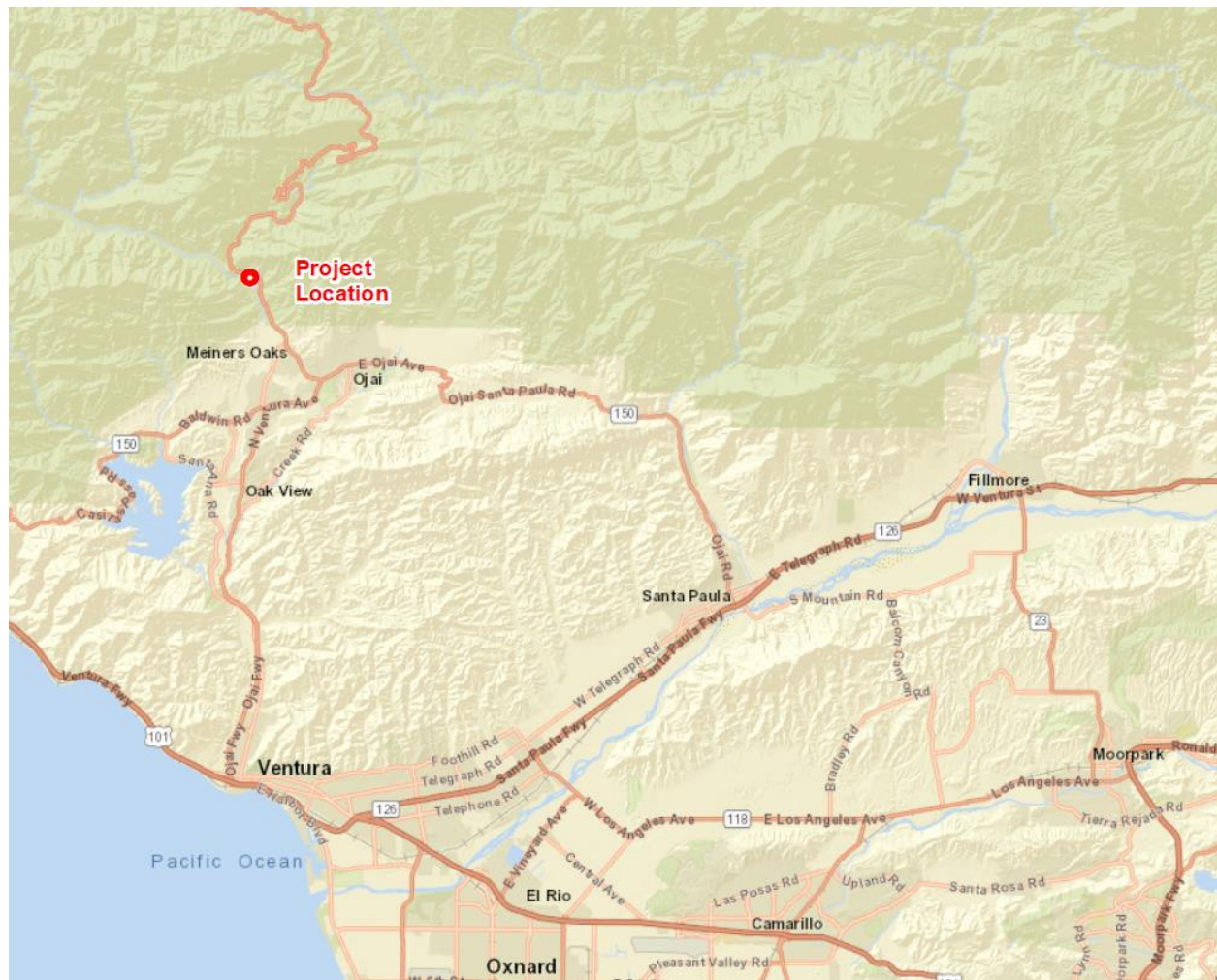
**Exhibit A** – Location Map

**Exhibit B** – Budget

**Exhibit C** – Work Plan

DocuSigned by:  
  
By: B276CB16726B46B... Date: 8/9/2022  
Glenn Shephard  
Director

## **EXHIBIT A – Location Map**



*Camino Cielo Bridge Replacement Final Design  
Grant Agreement Number WC-2279DC  
Project ID 2021184*

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## **EXHIBIT B - Budget**

<b>Project Task</b>	<b>WCB</b>	<b>SCC*</b>	<b>Total</b>
Project Management	\$316,677	\$215,439	\$532,116
Designs	\$660,145	\$457,850	\$1,117,995
Environmental Review	\$214,178	\$136,500	\$350,678
Contingency	\$119,000	---	\$119,000
Total	\$1,310,000	\$809,789	\$2,119,789

*\*State Coastal Conservancy*

## **EXHIBIT C – Work Plan**

The Project will complete final design plans, specifications, and cost estimates for a new bridge across the Ventura River near the intersection of Camino Cielo Road and State Highway 33. These “shovel ready” design plans will enable construction of a new bridge to replace an existing three-cell box culvert across the upper Ventura River that is regularly overwhelmed by moderate and high flows.

A new bridge at Camino Cielo is one of six essential downstream infrastructure components of the Matilija Dam Ecosystem Restoration Project (MDERP). The MDERP is a watershed-scale initiative to safely remove the obsolete Matilija Dam after a high-flow sediment release, enabling the re-wilding of Matilija Creek upstream of the current barrier to benefit federally endangered southern California steelhead and other species in the Ventura River watershed.

All start and complete dates are estimates and subject to change.

### **Task 1: Project Management**

*September 1, 2022 to March 31, 2026*

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

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

*Deliverables: Copies of executed sub-contracts greater than \$10,000; quarterly progress reports and invoices; copy of the Final Design Plans; final project report.*

### **Task 2: Designs**

*September 1, 2022 to March 31, 2026*

#### **Task 2.1: Value Engineering Review / Revised Preliminary (30%) Design**

*October 1, 2022 to October 1, 2023*

Undertake a Value Engineering (VE) Review of the Nov 2020 Preliminary Design Plans for Camino Cielo Bridge Replacement; then revise Preliminary (30%) Design Plans based on the VE Review. The draft and Final VE Review will be used to assess potential for mitigating impacts and lowering costs while maintaining core services and functions

*To be completed: Draft and Final Revised Preliminary Design Plans based on the findings of the VE Review*

**Task 2.2: 70% Design Plans**

*October 1, 2023 to October 1, 2024*

Advance the Revised Preliminary Design to 70% Plans, Specifications and Estimates. This will necessitate conducting geotechnical investigations, topographic mapping, and analyzing the hydraulic and structural aspects of the designs.

This subtask will also include utility and Right of Way coordination and the development of a Caltrans permit application

*To be completed: Final 70% Plans, Specifications and Estimate*

**Task 2.3: 90% Design Plans**

*October 1, 2024 to July 1, 2025*

Advance the 70% Design to 90% Plans, Specifications and Estimate.

*To be completed: 90% Design Plans, Specifications and Estimate*

**Task 2.4: Final Design Plans, Specifications and Estimates**

*July 1, 2025 to March 31, 2026*

Advance the 90% Design to 100% Plans, Specifications and Estimates. This will include developing a Final Drainage Design and Report, a Stormwater Quality Design and Report, and final plans, specifications and estimates in accordance with final CEQA findings.

Any necessary Caltrans permits will also be secured

*To be completed: Final Design Plans, Specifications and Estimate*

**Task 3: Environmental Review**

*October 1, 2022 to October 1, 2025*

Undertake Field Studies and Public Scoping based on the Revised Preliminary Design, then complete Subsequent Environmental Impact Report and process. This will include development of the following documents:

- State and Federal Jurisdictional Delineation in Ventura River, Vegetation Mapping and Biological Surveys
- Scoping and preparation of Administrative Draft Subsequent Environmental Impact Report (SEIR) and supporting technical studies
- Draft SEIR Publication and Public Comment period

*To be completed: Final SEIR, Mitigation, Monitoring and Reporting Program (MMRP) plan, and County of Ventura certification decision*