# AB 211 Drought: Protecting Salmon Scott Valley Ditch Infiltration Project Grant Agreement Number – Q2296039

**Grantor:** State of California, acting by and through

The California Department of Fish and Wildlife

P.O. Box 944209

Sacramento, CA 94244–2090

**Grantee:** Siskiyou County Flood Control and Water Conservation District 1312 Fairlane Rd

Yreka , CA, 96097

**SECTION 1 – LEGAL BASIS OF AWARD**

Pursuant to Statutes 2022, Chapter 574, Section 35(b)(2) (AB 211), which amended the California Budget Act of 2021, and Fish and Game Code Section 1501.5(b), the California Department of Fish and Wildlife (Grantor or CDFW), is authorized to enter Siskiyou County Flood Control and Water Conservation District into this grant agreement (Agreement) and to make an award to the (Grantee), for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

**SECTION 2 – GRANT AWARD**

* 1. **Grant:** In accordance with the terms and conditions of this Agreement, including Section 5.05 – General Terms and Conditions, Grantor shall provide Grantee with a maximum of $1,000,000 (Grant Funds) to financially support and assist Grantee’s implementation of Scott Valley Ditch Infiltration Project (Project).
  2. **Term:** The term of this agreement is upon Grantor approval through March 15, 2026.

**SECTION 3 – ELIGIBLE USES OF GRANT**

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

**SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

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

**SECTION 5 – GRANTEE’S AGREEMENTS**

* 1. **Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.
  2. **Project:** Grantee shall complete the Project as set forth in Section 6 - Project Statement.
  3. **General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) Notice of Economic Sanctions (Exhibit 3) is attached hereto and made a part of this Agreement.
  4. **Amendments; Budget Revisions:** Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager. Grantee must include an explanation of and justification for any such request. This Agreement may only be amended in accordance with Section 2 of Exhibit 1.a except that the CDFW Grant Manager may approve via email proposed revisions to the Budget (as defined in Section 9.01) to shift budgeted funds between existing line items or categories when those proposed revisions meet all of the following requirements:
     1. Are consistent with the Project as detailed in Section 6 - Project Statement;
     2. Do not increase the total amount of Grant Funds;
     3. Do not, in the aggregate, transfer more than 10% of the Grant Funds relative to the initial Budget in this Agreement or the Budget in an amendment to this Agreement executed in accordance with Section 2 of Exhibit 1.a. An amendment executed in accordance with Section 2 of Exhibit 1.a will reset the 10% threshold.
  5. **Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW Drought Protecting Salmon. Further, Grantee shall include appropriate acknowledgement of credit to the CDFW, for Grantor’s financial support when using any data and/or information developed under this Agreement (e.g., in

posters, reports, publications, presentations).

* 1. **Notice to Proceed and Landowner Access:** Grantee must not proceed with on the ground implementation until it has received a Notice to Proceed from the CDFW Grant Manager. The CDFW Grant Manager will not issue a Notice to Proceed until Grantee has secured all required permits, provided copies of such permits to the CDFW Grant Manager, and secured Project Site Access (as defined in Section 6.03.2 of this Agreement) that the CDFW Grant Manager determines is adequate.

**SECTION 6 – PROJECT STATEMENT**

### Introduction:

The purpose of this project is to address threats to water resources the in the Scott Valley and progress the goals of the Sustainable Groundwater Management Act. This project is necessary because it allows the opportunity to demonstrate how existing infrastructure can be efficient to capture winter water flows for groundwater recharge. The Scott Valley Irrigation District (SVID) Recharge Project has been used to study the potential benefits of groundwater recharge, but more data is needed to quantify potential benefits to groundwater and instream flows, especially under different water year types and conditions. Collection and evaluation of this data would support better design, planning, and implementation of groundwater recharge projects as a strategy to improve drought resiliency and work towards groundwater sustainability in Scott Valley. The overall project objective is to evaluate ditch water potential for groundwater recharge and stream flow augmentation via monitoring data and the Scott Valley Integrated Hydrologic Model (SVIHM). The additional data and information gathered builds on previous projects and helps SVID gather the necessary information that will support SVID’s 5-year recharge permit application.

* 1. **Objectives:** Specific objectives of this Project are to:

1. Continue the implementation of the SVID Recharge Project in Scott Valley to study recharge potential due to:
   1. Water diverted into ditches. This will be quantified through physical measurements and estimated using the Scott Valley Integrated Hydrologic Model (SVIHM).
   2. Spreading on dormant agricultural fields and potential to support late summer and fall flows in the Scott River

### Project Description:

* + 1. **Location:** Grantee will implement the Project on approximately \_1,400 acres of privately–owned land located at Identify physical location(s) of project, include latitude and longitude in decimal degrees] in 41° 32' 16.623" -122° 51' 53.8272" Scott Valley, Siskiyou County, California (Property).
    2. **Project Site Access:** Grantee shall cause the Landowner(s) to give Grantor, and the Subcontractor’s employees and agents written permission to access the Project Site at least once every 12 months from the date of Grantor’s Notice to Proceed until after the end of the Agreement Term, March 15, 2026, for purposes of inspections and monitoring of only locations where equipment or tasks funded under this Grant Agreement are sited (Project Site Access)**.** Such access shall be reasonably acceptable to the Landowner(s) and the requester following written or verbal request to Grantee
    3. **Materials and Equipment: E**quipment purchases must comply with Section 19 of Exhibit 1.a. Equipment includes a total of 15 pressure transducers with telemetry and 5 of which with electrical conductivity sensors. These pressure transducers are necessary to conduct monitoring of groundwater levels and electrical conductivity to support quantification of recharge benefits. Diversion point improvements include equipment to facilitate monitoring and diversion of water onto the fields that have already been selected for the project. Equipment includes four flowmeters for monitoring the rate and amount of water applied to each of the four selected fields as well as materials for ditch maintenance and construction, including pipes. For diversion point enhancement, equipment includes necessary materials to add new four additional fields to the project. This includes diversion infrastructure and pipes to facilitate water transport from the SVID ditch to fields, and flowmeters for each of the four additional sites proposed to measure the amount and rate of water applied to each of the sites. Unit costs are listed in the budget under Tab D. Equipment and include costs of equipment, installation, and equipment preparation costs. All equipment purchases will be completed by the subcontractor.
    4. **Project Implementation:** Consistent with Grantee’s proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.04 – Schedule of Due Dates and Deliverables.

### Task 1 – Project Management and Administration

Grantee will provide technical and administrative services associated with implementation of the Project, including managing this Agreement, assuring all permits are finalized, securing Project Site Access, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

### Task 2 – SVID Recharge Project:

This task involves continuation of the SVID Recharge Project, with added focus on potential benefits to groundwater recharge and instream flows. Work under this task involves completing necessary regulatory requirements and reporting efforts to ensure the continuation of this recharge project under the 5-year temporary water rights permit and progress towards a permanent permit application. Reporting includes development of annual Diversion Reports, as required by the under the temporary water rights permits.

Regulatory requirements for 2025, include an agreement under the California Department of Fish and Wildlife’s Lake and Streambed Alteration Program and securing a conditional waiver for low threat discharge from the North Coast Regional Water Quality Control Board. The majority of instrumented monitoring sites have telemetry, ensuring data is available in-real time. However, data collection may involve calibrations, field verifications, quality assurance and quality control of the data, as well as fulfilment of the biological monitoring plan, as required under the current 180-day temporary permit. Geochemical monitoring includes collection of isotope samples, radon samples, and major ion samples, as necessary to provide additional information. The geochemical sampling effort has increased sample frequency to provide more detailed information groundwater recharge dynamics. This increased sample frequency during the recharge period is intended to provide information on not only changes in water composition, but also timing. For example, samples that are collected from the surface ditch water and groundwater wells on or near recharge fields can indicate when recharged surface water reaches the groundwater through changes in isotopic composition of the groundwater. More frequent samples allow better tracking of this change over the recharge period, and continued sampling throughout the summer and early fall months result in a timeseries over the period of interest. This can be used to understand more about the timing and movement of recharged water and can be used in comparison to model estimates. Radon samples evaluate groundwater discharge to surface water. Like the isotope samples, this information can be used to provide information on where, both spatially and temporally, groundwater is discharging to Scott River. Major ion samples may be added where additional information is desired, or where isotope data is inconclusive. Understanding these dynamics will, in combination with physical groundwater level measurements in wells and near-stream shallow transects will support the hypothesized benefit of this groundwater recharge to instream flows, a major objective of this project. Conducting this monitoring will allow an on-the-ground line of evidence to support model scenarios run and will be instrumental in continuing and expanding groundwater recharge implementation in Scott Valley. isotope analysis The SVIHM will be used to run long term scenarios and quantity benefits from ditch infiltration and groundwater recharge under different water year types and conditions. Work under this task will be primarily completed by the subcontractor and a water rights Consultant.

Deliverables: : Diversion Reports, annually with estimated completion by June 1st, Summary reports of water levels, geochemical, and isotope data annually by August 1st, Final report, estimated completion by March 15, 2026.

### Task 3 – Ditch Infiltration Studies

A second mechanism of groundwater recharge, infiltration through unlined irrigation ditches, specifically the Scott Valley Irrigation District (SVID) ditch, will be investigated. This task will focus on the recharge due solely to infiltration through the unlined irrigation ditch, as opposed to water applied to fields. Monitoring will include a combination of physical and geochemical analyses including measurements of radon, isotopic composition, and major ions in ditch water, creek water, and groundwater. A Lab Services budget line item was added to account for laboratory analyses. Infiltration volumes and rates along sections of the SVID will be conducted to better understand the quantity of groundwater recharger able to be achieved through ditch infiltration**.** These new observations will be used to refine the numerical model, and then the current conditions and future model will be used to evaluate benefits and examine long term scenarios based on the timing and duration of winter ditch use under different conditions and water year types. These results will also be used to evaluate if using unlined irrigation ditches for groundwater recharge is a feasible groundwater recharge mechanism that provides measurable benefits to groundwater levels and instream flows. Results from geochemical samples will be used to understand and/ or validate groundwater recharge dynamics from ditch infiltration. This will enable more precise reporting in permit summary reports on the water recharged through the ditch versus the water applied to fields. This will provide greater understanding of the path and timing of the recharged water to the river, which will influence estimates of timing and benefits by SVIHM. Work under this task also includes any ditch infrastructure improvements or added monitoring to better delineate the rate and location of ditch infiltration throughout the recharge period to improve ditch infiltration estimates. This is primarily to improve monitoring to better account for water diverted onto fields used for recharge. This may include pipe flow sensors or weir boxes and concrete boxes and debris screens, as necessary. These would be located within or adjacent to the ditch and are not anticipated to require permits. Improvements to diversion measurements at Young’s Dam may include improving the flashboards for a more stable rating curve. This is all to contribute to gathering reliable continuous data to track water more precisely. Work under this task will be primarily completed by the subcontractor.

Deliverables:

Final monitoring design plan, estimated completion by September 31, 2024. Data collection annually by June 1st, Diversion records and reporting annually by June 1st. Summary reports of water levels, geochemical, and isotope data annually by August 1st, Final report, estimated completion by March 15, 2026.

### Schedule of Due Dates and Deliverables:

|  |  |  |  |
| --- | --- | --- | --- |
| **Task** | **Description** | **Deliverables** | **Estimated Completion Dates** |
| 1 | Project Management and Administration | Quarterly Progress Reports | Due within 30 days following each calendar quarter (March, June, September, December) following grant execution. |
| Quarterly Invoices | Due within 30 days following each calendar quarter (March, June, September, December) following grant execution. |
| Copies of Executed Subcontracts | 05/30/2023 |
| Submit Project Data | With Final Report, by 03/15/2026 |
| Final Progress Report | 03/15/2026 |
| Final Invoice | 03/15/2026 |
| 2 | SVID Recharge Project | Final Report | 03/15/2026 |
| Diversion Reports | Due Annually by June 1 |
| 3 | Ditch Infiltration Studies | Final Report | 03/15/2026 |
| Final Monitoring Design | 10/30/24 |
| Diversion Records and Reporting | Due Annually by June 1 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Task** | **Description** | **Deliverables** | **Estimated Completion Dates** |
|  |  | Data Collection Report | Due Annually by June 1 |

**SECTION 7 – CONTACTS**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **CDFW Grant Manager** | | **Grantee Project Manager** | |
| Name: | Evangelina Chavez | Name: | Matt Parker |
| Title: | Environmental Scientist | Title: | Natural Resources Specialist |
| Address: | 1010 Riverside Office, West Sacramento ,CA 95605 | Address: | 1312 Fairlane Rd, Yreka, CA 96097 |
| Phone: | (916) 764-0526 | Phone: | 530-842-8019 |
| Email: | [Evangelina.chavez@wildlife.ca.gov](mailto:Evangelina.chavez@wildlife.ca.gov) | Email: | [mparker@co.siskiyou.ca.us](mailto:mparker@co.siskiyou.ca.us) |

Direct all administrative inquiries to:

|  |  |  |  |
| --- | --- | --- | --- |
| **CDFW Grant Coordinator** | | **Grantee Project Coordinator** | |
| Name: | Ariel Boone-Worthman | Name: | Matt Parker |
| Title: | Assoc Govt Prog Anlyst | Title: | Natural Resources Specialist |
| Address: | 1010 Riverside Office, West Sacramento ,CA 95605 | Address: | 1312 Fairlane Rd, Yreka, CA 96097 |
| Phone: | Assoc Govt Prog Anlyst | Phone: | 530-842-8019 |
| Email: | ariel.boone- [worthman@wildlife.ca.gov](mailto:worthman@wildlife.ca.gov) | Email: | [mparker@co.siskiyou.ca.us](mailto:mparker@co.siskiyou.ca.us) |

**SECTION 8 – REPORTS**

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

### Requirements:

* + 1. Grantee name, the Project title, this Agreement number, and dates progress report covers;
    2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming work scheduled for the subsequent quarter;
    3. Documentation of all subcontractor activities;
    4. Updates on progress towards meeting project objectives, output and outcome performance measures;
    5. Document delivery of any intermediate work products;
    6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
    7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
    8. Grantee must submit Quarterly Progress Reports electronically in PDF or Microsoft Word compatible format and conform to the templates provided by the CDFW Grant Manager.
  1. **Final Progress Report:** Grantee must submit Final Progress Report electronically to the CDFW Grant Manager by the dates listed in Section 6.03.6 – Schedule of Due Dates and Deliverables. The Final Progress Report must summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement, as well as summarize the Project’s accomplishments consistent with the project’s objectives. Grantee shall include a Final Invoice (as defined in Section 9.02.2 of this Agreement) with the Final Progress Report. The CDFW Grant Manager will provide Grantee a final progress report template.
  2. **Document Accessibility:** Grantee must submit all documentation required as part of this agreement to the CDFW Grant Manager in a format that meets web content accessibility standards (<https://www.wildlife.ca.gov/Accessibility>).

**SECTION 9 – BUDGET AND PAYMENT**

* 1. **Budget Details and Funding Summary:** Grantor will provide an amount not to exceed $1,000,000.00 as detailed below in the Line Item Budget Detail (Budget) below. Grantee or its partners will provide up to $0.00 in funds or in–kind services as cost share to complete tasks described in Section 6 – Project Statement. Grantee will provide Grantor accurate records of all cost share with Grantee’s Final Report.

|  |  |
| --- | --- |
| **Line Item Budget Detail** | |
| **A. PERSONNEL SERVICES** | |
| Siskiyou County Natural Resources Specialist/GSA SGMA Plan Manager | $68,000 |
| **Subtotal Personnel Services** | **$68,000** |
| Staff Benefits | $0 |
| **Subtotal Personnel Services** | **$68,000** |
| **B. OPERATING EXPENSES: GENERAL** | |
| General Expenses | $5,000 |
| Field Supplies | $7,000 |
| Fees for Diverted Water | $0 |
| Travel – Accommodation (Not to exceed State reimbursement rates) | $2,000 |
| Travel- Mileage (Not to exceed State reimbursement rates) | $12,334 |
| **Subtotal Operating Expenses: General** | **$26,334** |
| **C. OPERATING EXPENSES: SUBCONTRACTORS** | |
| Sub-Consultant (RFP will be processed) | $613,218 |
| Water Rights Consultant | $19,000 |
| Biological Monitoring | $15,000 |
| Laboratory Services | $61,372 |
| **Subtotal Operating Expenses: Subcontractors** | **$708,590** |
| **D. OPERATING EXPENSES: EQUIPMENT** | |
| Pressure Transducers | $75,000 |
| Diversion Improvements | $60,000 |
| Diversion Point Enhancement | $62,076 |
| **Subtotal Operating Expenses: Equipment** | **$197,076** |
| **E. INDIRECT COSTS** | |
| Indirect Charge Rate 0%  (Applies to Sections A + B, and the first $25K of each subcontractor) | $0 |
| **F. GRAND TOTAL** (A+B+C+D+E) | **$1,000,000** |

### Payment Provisions:

* + 1. **Disbursements:** Grantor will disburse Grant Funds to Grantee not more frequently than quarterly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.04 – Schedule of Due Dates and Deliverables.

Grant disbursements will be mailed to the following Grantee address:

|  |  |
| --- | --- |
| **Grantee Name:** | Siskiyou County Flood Control and Water Conservation District |
| **Attention:** | Sherry Lawson |
| **Address:** | 1312 Fairlane Road, Suite 1  Yreka, CA 96097 |

* + 1. **Invoice Documentation:** Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee’s performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The report may be in the form of a Quarterly Progress Report. The final invoice must include a budget summary of all cost share expenditures by fund source, as applicable (Final Invoice). The CDFW Grant Manager will provide Grantee with a sample invoice template. The Final Invoice is due in accordance with Section 6.04 – Schedule of Due Dates and Deliverables. The invoice package must be submitted electronically through CDFW’s WebGrants system to the CDFW Grant Manager.

**Requirements:** The invoice shall contain the following information:

* + - 1. The word “Invoice” should appear in a prominent location at the top of the page(s);
      2. Printed name of Grantee on company letterhead;
      3. Grantee’s business address, including P.O. Box, City, State, and Zip Code;
      4. Name of the CDFW Region/Division being billed;
      5. The invoice date and the time period covered; i.e., the term “from” and “to”;
      6. This Agreement number and the sequential number of the invoice (i.e., Q2296039–Invoice 1);
      7. The invoice must be itemized using the categories and following the format of the Budget;
      8. The total amount due. This should be in a prominent location in the lower right–hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
      9. The original signature of Grantee; and
      10. Grantee must provide supporting documentation for the invoice and actual receipts.

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

### Authorized Agent for Grantee

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: Michael N. Kobseff

Title: Chair, Flood Control and Water Conservation District

Date:

### California Department of Fish and Wildlife

By:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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