**COUNTY OF SISKIYOU**

**Flood Control & Water Conservation District**

P.O. Box 750 ● 1312 Fairlane Road, Yreka, CA 96097 Phone: (530) 842-8005, Fax Number: (530) 842-8013

**PROPERTY ACCESS**

**AND**

**DATA COLLECTION AND USE AGREEMENT**

This Property Access and Data Collection and Use Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_day of \_\_\_\_\_\_\_\_, Year\_\_\_\_\_, by and between the Siskiyou County Flood Control and Water Conservation District (the “Flood District”), a public entity, and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landowner”).

**RECITALS**

WHEREAS, the Sustainable Groundwater Management Act (“SGMA”) requires that all groundwater basins designated as high and medium priority basins be managed by a Groundwater Sustainability Agency (“GSA”), and;

WHEREAS, the Flood District is the GSA for the Butte, Scott, and Shasta Groundwater Basins (“Basins” or individually “Basin”), which have been designated by the Department of Water Resources (DWR) as a medium priority basin, and;

WHEREAS, the Flood District is implementing Groundwater Sustainability Plans (“GSP”) submitted to DWR in January 2022; and

WHEREAS, the Flood District, as part of the process to sustainably manage regional water resources, needs to collect data on, and monitor, groundwater levels in the Basin; and

WHEREAS, Landowner resides or owns property in the Basin and desires to cooperate in this sustainable groundwater management effort by allowing the District and its agents to enter Landowner’s property to collect groundwater, surface water, diversion, biological or other data or information further identified in Attachment “B”, install and maintain groundwater monitoring equipment, and to remotely collect and use data from Landowner’s monitoring site.

WHEREAS, The Flood District may receive funds from California Department of Fish and Wildlife, Department of Water Resources, or other California or Federal Agencies (“Grantors”) to support the implementation of the GSP.

WHEREAS, under the scope of SGMA implementation the District accepts privately or publicly collected data related to water, including, but not limited to, well groundwater level measurements, biological monitoring, surface water diversion amounts, in-stream flow measurements, water diverted for storage, or any other water-related data that would contribute to the District’s GSP implementation.

**Agreement**

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Property. Landowner is the owner of real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(APN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ), (the “Property”), including locations designated in the map attached as Attachment “A”.

Section 2. Grant of Access. Landowner grants the Flood District, and its contracted agents, vehicular and pedestrian access to, and across, the Property to locations, as further delineated on the map attached as Attachment “A”. Property access shall be limited to weekdays, between the hours of 8:00 a.m. and 5:00 p.m. pacific standard time, unless otherwise agreed upon with the Landowner.

Section 3. Limitations on Use. The Grant of Access set forth in Section 1 is for the sole purpose of monitoring or collecting groundwater, surface water, diversion, biological or other data or information further identified in Attachment “B” (“Collected Data”), which includes access for installing, operating, maintaining and removing monitoring equipment from a well, monitoring or data collection location. The Flood District, and its contracted agents, shall exercise reasonable care in accessing the Property so as not to damage the Property.

Section 4. Telephonic or Email Notice Prior to Access. The Flood District, or its agents, shall provide 24-hours’ notice to Landowner prior to accessing the Property, with confirmation from Landowner. This notice may be given by telephone or through electronic mail, and shall include the contact information for the Flood District employee or agent that will be accessing the Property.

Section 5. Monitoring Equipment; Monitoring Techniques. The Flood District, or its agents, may install, operate, and maintain a stainless steel transducer and water level transmitter at a specified well or monitoring location. The monitoring equipment may record hourly water level measurements and transmit a report to the Flood District, or its agents, for remote monitoring. The Flood District, or its agents, will access the Property to replace equipment batteries every two to three years, and will also access the Property for troubleshooting and maintenance issues as they arise.

Section 6. Manual Well Monitoring. Landowner may participate in a manual water level measurement program, whether monthly, biannual or other interval. The Flood District, its agents or cooperators will access the property and utilize manual groundwater measurement devices to collect an instant depth.

Section 7. Data Disclosure under the Public Records Act; Data Rights of Grantors.

1. Landowner understands that Collected Data from the Property is subject to requests for public disclosure under the California Public Records Act (the “Act”). When requests are received by the Flood District under the Act for Landowner’s Collected Data, the Flood District will notify the Landowner.
2. Landowner understands that the Flood District relies on grants for its projects related to groundwater sustainability. Data collected under a grant are subject to the rights of the Grantor. Landowner agrees that any Grantor shall have the rights to store, share, reproduce, publish, and use all such Collected Data in any manner and for any purposes whatsoever and to authorize others to do so.

Section 8. Removal of Equipment. The Flood District, or its agents, shall remove the Monitoring Equipment from a well or other locations at the Property at the conclusion of this Agreement.

Section 9. Duration and Termination. This Agreement shall terminate upon the receipt by one party of a written notice of termination from the other party. If monitoring equipment remains on the Property at the time a notice of termination is received, the parties shall reasonably schedule its removal by the Flood District, or its agents.

Section 10. Change of Ownership. Landowner agrees to promptly notify the Flood District should ownership of the Property change.

Section 11. Notices; Designation of Landowner Representative.

1. Notices. Excepting advance telephonic notice of Property access under Section 4, all notices and other communications required or permitted under this Agreement shall be in writing and shall be given to each party at its physical address or through an email address as set forth below, or at such other address that a party has most recently specified in written notice to the other party.

**Siskiyou County Flood Control and Water Conservation District:**

Matt Parker

Groundwater Sustainability Agency/Siskiyou County Flood Control and Water Conservation District

1312 Fairlane Road

Yreka, CA 96097

Tel: (530) 842-8005

Email: mparker@co.siskiyou.ca.us

**Landowner:**

 Landowner:

 Address:

 Telephone:

 Email:

1. Designation of Landowner Representative. The Landowner’s Representative, if any, is identified below. All communications required to be submitted to Landowner under this Agreement shall be submitted to Landowner’s Representative. The Flood District or its agents may rely upon the delivery of notices to, and the receipt of consents and approvals from Landowner’s Representative as the delivery to, and the consents and approvals of, the Landowner.

Landowner Representative Information:

Landowner Representative Name:

Address:

Phone:

Email:

Section 12. Indemnification. Landowner shall be liable for damage to any equipment installed through GSP implementation and under this agreement if such damage is caused by the willful misconduct of landowner. The Flood District agrees to indemnify, defend, and hold Landowner harmless from liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, reasonable attorney fees and costs, arising by reason of any death, bodily injury, personal injury, or property damage that results from the negligence or willful misconduct of the Flood District or its representatives/agents arising from their entry on the Landowner’s property. Notwithstanding the foregoing, in no event shall the District be liable for consequential, incidental or special damages.

Section 13. Consent to Data Collection and Use. Landowner consents to and authorizes the Flood District, including its agents and technical consulting contractor, to collect, store, share, and use the Landowner’s Collected Data for its work and projects related to characterizing and sustainably managing regional water resources. Landowner also releases the Flood District, its agents and representatives, from any and all liability of every nature and kind arising out of or related to its acceptance, collection, storage, sharing and use of the Landowner’s Collected Data. The Flood District, or its agents, will analyze the Monitoring Data collected at the well or monitoring location, to track groundwater levels, understand the relationship between surface water and groundwater, improve the accuracy and reliability of relevant water resource models, and inform the Flood District’s implementation of the basins’ Groundwater Sustainability Plan. Monitoring Data will be available to the Flood District, its agents, and Landowner through a secure online site.Landowner understands and consents that Grantors shall have the right to reproduce, publish, and use all Collected Data in any manner and for any purposes whatsoever and to authorize others to do so.

Section 14. Acknowledgement of Full Understanding. Landowner represents that Landowner has read and understands this Agreement in its entirety.

Section 15. Whole Agreement. This is the whole agreement between the parties

Section 16. Amendment. Any amendment to this Agreement shall be in writing and signed by both parties.

Executed in Yreka, California, on the date and year first written above.

Siskiyou County Flood Control and Water Conservation District

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Matt Parker, Groundwater Sustainability Plan Manager

Landowner

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Natalie Reed, County Counsel

APPROVED AS TO RISK MANAGEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hayley Hudson, Risk Manager

ATTACHMENT “B”

Landowner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designated Basin:

Data/Information Contributing (short description):

Data/Information Contributing (Check all that apply):

Water Quality Water Level

Surface flow Diversion measurement

Biological Other (specify above)

Water Level Type of Measurement

 Manual Pressure Transducer

Water Level Measurement Frequency

 Biannual (Spring/Fall) Monthly Continuous

Water Measurement Program

 GSA UC Cooperative Extension RCD (Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other (Specify)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_