



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

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



September 25, 2023

Einen Grandi
Board Chairman
Sierra Valley Groundwater Management District
P.O. Box 88
Chilcoot, CA 96105

RE: Q2396018 Sierra Valley Groundwater Recharge Multi-Benefit Project Pilot Study

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

Grant Agreement

Acknowledgement of Work Commencement Authorization Disclaimer

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

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

Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager Treva Porter at (916) 358-2938.

Sincerely,

Lauren Barva
Watershed Restoration Grants Branch
Policy and Outreach Manager



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Board Chairman
Sierra Valley Groundwater Management District
P.O. Box 88
Chilcoat, CA 96105

RE Q2396018 Sierra Valley Groundwater Recharge Multi-Benefit Project Pilot Study

ACKNOWLEDGEMENT OF WORK COMMENCMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

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

DocuSigned by:

Authorized Signature

9/25/2023

Date

Einen Grandi Chairman

Printed Name and Title of Person Signing



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Nature Based Solutions: Wetlands and Mountain Meadows Sierra Valley Groundwater Recharge Multi-Benefit Project Pilot Study Grant Agreement Number – Q2396018

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

GRANTEE: Sierra Valley Groundwater Management District
P.O. Box 88
Chilcoot, CA 96105

SECTION 1 – LEGAL BASIS OF AWARD

Pursuant to Statutes 2022, Chapter 249, Section 80, Item 3600-102-0001 (AB 179), which amended the California Budget Act of 2021, Public Resource Code 6217.1, and Fish and Game Code Section 1501.5 (b), the California Department of Fish and Wildlife (Grantor or CDFW), is authorized to enter into this Grant Agreement (Agreement) and to make an award to the Sierra Valley Groundwater Management District (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

2.01 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 \$809,076 (Grant Funds) to financially support and assist Grantee's implementation of Sierra Valley Groundwater Recharge Multi-Benefit Project Pilot Study (Project).

2.02 Term: The term of this agreement is upon Grantor approval through March 1, 2027.

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.

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SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

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

SECTION 5 – GRANTEE’S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** Grantee shall complete the Project as set forth in Section 6 - Project Statement.
- 5.03 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) and Notice of Economic Sanctions (Exhibit 3) is attached hereto and made a part of this Agreement.
- 5.04 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:
- a. Are consistent with the Project as detailed in Section 6 - Project Statement;
 - b. Do not increase the total amount of Grant Funds;
 - c. 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.
- 5.05 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

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posters, reports, publications, presentations).

- 5.06 Notice to Proceed and Landowner Access:** Grantee must not proceed with on the ground field monitoring and field activities under Task 2 and Subtask 5.2, respectively, as defined in Section 6.03.4 of this Agreement 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 landowner access agreement(s) as defined in Task 1 of Section 6.03.4 of this Agreement that the CDFW Grant Manager determines is adequate.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** Sierra Valley supports one of the largest freshwater wetlands in the Sierra Nevada Mountains. These wetlands provide critical habitat to over 230 bird species and play a crucial role in freshwater wetland carbon sequestration. The sustainability of this wetland-meadow complex relies on water availability, including surface water runoff and shallow groundwater. However, prolonged periods of drought, interspersed with heavy precipitation years create both risk and opportunity to the region's surface and groundwater availability. The Sierra Valley Groundwater Sustainability Plan identified the Sierra Valley wet meadow complex as a groundwater dependent ecosystem , needing further investigation and protection. The purpose of this Project is to enhance aquifer recharge and stabilize groundwater levels in areas of decline. Enhancing aquifer recharge will in turn improve long-term security of the entire aquifer system, including shallow groundwater and associated groundwater dependent ecosystems.

The overall Project objective is to evaluate benefits of groundwater recharge implemented in the headwaters of Southern Sierra Valley in the Smithneck Creek watershed. This area has been called out by the Airborne Electromagnetic Surveys as one of the most promising recharge locations in the Sierra Valley. Stabilization of declining groundwater levels in this area is expected to provide security for wetland and meadow habitats, surface water systems, water availability for domestic wells serving Disadvantaged Communities (DAC), improve climate resiliency, and support stabilization of groundwater levels in the entire aquifer system. This phase of the Project will conduct field investigations to characterize recharge opportunity areas, monitoring of stream flows and groundwater levels, modeling for recharge potential, outreach, and complete development of future groundwater recharge projects in Sierra Valley. The lack of information about the hydraulic connection between shallow and deep aquifers, and eastern and western sides of the Sierra Valley has been highlighted in the Groundwater Sustainability Plan as a data gap. This project will shed light on the entire hydrogeology of the southern part of the subbasin.

- 6.02 Objectives:** The specific objective of this project is to complete planning necessary for a pilot study and future groundwater recharge projects that are

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expected to improve water availability and stability of groundwater levels by diverting excess winter flow from Smithneck Creek to a recharge area in the Smithneck Creek drainage, supporting aquifers and water-dependent resources on the southern end of Sierra Valley. The retention of additional groundwater in the basin will facilitate water level stabilization, which in turn could secure and potentially improve both shallow groundwater dependent habitats and ecosystems in warmer months as well as stabilize groundwater levels (and therefore avoid land subsidence) in the deeper aquifer system.

6.03 Project Description:

6.03.1 Location: The Project is located on approximately 900 acres of privately– and publicly–owned land located in Southwest Sierra Valley near Smithneck Creek and Badenaugh Creek and near the town of Loyalton, at Latitude 39°44'8.53"N / Longitude 120°20'46.25"W (project center), in Sierra and Plumas Counties, California (Property).

6.03.2 Project Site Access: N/A

6.03.3 Materials and Equipment: Equipment purchases must comply with Section 19 of Exhibit 1.a. All materials and equipment are included in subcontractor costs or will be provided as cost share by Grantee.

6.03.4 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, Administrative Subcontractor(s), and Project Management and Technical Support Subcontractor(s) will provide technical and administrative services associated with implementation of the Project, including managing this Agreement, assuring all permits are finalized, entering into landowner access agreement(s) as needed to complete field monitoring and field studies, administering subcontracts, invoicing and payments, drafting and finalizing quarterly and final progress reports, and data management.

Task 2 – Conduct Field Monitoring

Grantee and Project Management and Technical Support Subcontractor(s) will optimize the monitoring network to assess the impact of the project. To evaluate water diversion opportunities, two (2) stream gauges (upstream/downstream of the proposed diversions along Smithneck Creek) and eight (8) groundwater monitoring sites (in the recharge sites and nearby down-gradient deep and shallow aquifers) will be installed. Monitoring will also include satellite images to characterize habitat/vegetation, and use of isotopes to trace the applied water flow paths and potential benefits to stabilization of groundwater levels.

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Deliverables: Semi-annual field monitoring reports.

Task 3 – Modeling for Recharge Potential

Project Management and Technical Support Subcontractor(s) will update the Sierra Valley Integrated Hydrogeologic Model with data collected in Task 2 and other recently collected data. Model scenarios will improve understanding of the hydrogeologic system to predict potential long-term effects of recharge, and to simulate future scenarios in dry and wet years. Model updates will take place within the first year and will continue with new data throughout the project period.

Deliverables: Updated model and report describing model results and scenarios.

Task 4 – Outreach

Grantee, Project Management and Technical Support Subcontractor(s), and Outreach Subcontractor(s) will conduct Project outreach. A core component of this Project will be working with DAC and nearby ranchers downgradient of Smithneck Creek throughout the project planning and implementation process. Annual stakeholder meetings, hosted by the Grantee, will be conducted to seek input and increase participation through providing access to viable recharge and monitoring sites.

Deliverables: Annual reports (2023, 2024, 2025, and 2026) on Grantee's website with project progress, feedback from stakeholders, and ideas for future implementation.

Task 5 – Development of Groundwater Recharge Pilot Study and Subsequent Project Phase(s)

Project Management and Technical Support Subcontractor(s) will complete this task.

Subtask 5.1 – Environmental Compliance and Permitting: Temporary water right permits to divert water from Smithneck Creek for groundwater recharge will be obtained from the State Water Board. The diversion application will be made for periods outside of the decreed irrigation season to avoid potential conflicts with existing water rights. The Sierra Valley Groundwater Management District will serve as the California Environmental Quality Act (CEQA) lead agency and will work with Sierra County and the State Water Board as needed to issue the CEQA Notice of Exemption (NOE) needed for the temporary water rights permit. The required environmental compliance pathway and permits will be identified for subsequent project phase(s).

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Subtask 5.2 – Field Studies: An initial step in the project development will be to conduct an evaluation of near surface soils and conduct filtration testing. Building on the initial data, borings will be completed to help refine areas of interest and characterize deeper soils strata, check for potential perching strata in the vadose zone, and obtain information at the water table for mounding and recharge efficiency analyses.

Subtask 5.3 – Engineered Design: A Basis of Design Report will be developed to understand and document the site-specific conditions, technical adequacy of the recharge facilities, data gaps, and how the proposed project will deliver the benefits claimed. Site design and cost estimates will be developed to the 65% design level. The site design will be developed in a phased approach progressing through 30% and 65% Designs with stakeholder input. Elements to be included in the 65% Design include permanent diversion works, conveyance systems (based on a design diversion flow rate), and infiltration facilities. Final designs will be developed for both the pilot study and subsequent project phases with additional funding.

Deliverables: Environmental compliance and temporary water rights permits for pilot study. 30% Designs and Basis of Design Report will be submitted to the CDFW Grant Manager for review. CDFW comments on the 30% Designs and Basis of Design will be addressed in the 65% Designs and Basis of Design Report. Draft 65% Designs and Basis of Design Report will be submitted to the CDFW Grant Manager for review. Final 65% Designs that have been signed and stamped by a professional engineer that is licensed in California and Basis of Design Report will be submitted to the CDFW Grant Manager.

Task 6 – Final Report

A Final Report will be prepared by the Project Management and Technical Support Subcontractor(s) describing the plans for implementing the pilot study and next steps for expanding recharge opportunities in subsequent project phase(s).

Deliverables: Final Report.

Q2396018**SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT****6.04 Schedule of Due Dates and Deliverables:**

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
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	Due with Quarterly Progress Report by January 30, 2024
		Landowner Access Agreement(s)	Due with Quarterly Progress Report by January 30, 2024
		Submit Project Data	With Final Progress Report, by March 1, 2027
		Final Progress Report	March 1, 2027
		Final Invoice	March 1, 2027
2	Conduct Field Monitoring	Semi-annual field monitoring reports	Due with Quarterly Progress Reports, by January 30, 2024, July 30, 2024, January 30, 2025, July 30, 2025, January 30, 2026,

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			July 30, 2026, January 30, 2027
3	Modeling for Recharge Potential	Updated model and report describing model results and scenarios	July 30, 2025
4	Outreach	Annual reports (2023, 2024, 2025, 2026)	Due with Quarterly Progress Reports, by January 30, 2024, January 30, 2025, January 30, 2026, January 30, 2027
5	Development of Groundwater Recharge Pilot Study and Subsequent Project Phase(s)	CEQA Notice of Exemption and Temporary Water Rights Permit for Pilot Study Identification of CEQA Pathway and Permits for Subsequent Project Phase(s) 30% Designs and Basis of Design Report for Pilot Study and Subsequent Project Phase(s) 65% Designs and Basis of Design Report for Pilot Study and Subsequent Project Phase(s)	December 2023 Spring 2024 Fall 2024 Spring 2025
6	Final Report	Final Report	February 15, 2027

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:

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CDFW Grant Manager		Grantee Project Manager	
Name:	Treva Porter	Name:	Jenny Gant
Title:	Senior Environmental Scientist	Title:	Board Clerk
Address:	1701 Nimbus Road Rancho Cordova, CA 95670	Address:	P.O. Box 88 Chilcoot, CA 96105
Phone:	(916) 358-2938	Phone:	(530) 249-4520
Email:	Treva.Porter@wildlife.ca.gov	Email:	sierravalleygmd@sbcglobal.net

Direct all administrative inquiries to:

CDFW Grant Coordinator		Grantee Project Coordinator	
Name:	Marisol Parisi	Name:	Jenny Gant
Title:	Associate Governmental Program Analyst	Title:	Board Clerk
Address:	1010 Riverside Parkway West Sacramento, CA 95605	Address:	P.O. Box 88 Chilcoot, CA 96105
Phone:	(916) 594-3715	Phone:	(530) 249-4520
Email:	Marisol.Parisi@wildlife.ca.gov	Email:	sierravalleygmd@sbcglobal.net

SECTION 8 – REPORTS

8.01 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.

8.02 Final Progress Report: Grantee must submit Final Progress Report electronically

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SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

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.

8.03 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

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$809,076 as detailed below in the Line Item Budget Detail (Budget) below. Grantee or its partners will provide up to \$0 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.

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Line Item Budget Detail	
A. PERSONNEL SERVICES	
Project Manager	\$29,250
Field Technician	\$16,250
Subtotal Personnel Services	\$45,500
Staff Benefits	\$0
Subtotal Personnel Services	\$45,500
B. OPERATING EXPENSES: GENERAL	
N/A	\$0
Subtotal Operating Expenses: General	\$0
C. OPERATING EXPENSES: SUBCONTRACTORS	
Project Management and Technical Support Subcontractor(s) TBD	\$679,705
Outreach Subcontractor(s) TBD	\$24,311
Administrative Subcontractor(s) TBD	\$47,580
Subtotal Operating Expenses: Subcontractors	\$751,596
D. OPERATING EXPENSES: EQUIPMENT	
N/A	\$0
Subtotal Operating Expenses: Equipment	\$0
E. INDIRECT COSTS	
Indirect Charge Rate 10% (Applies to Sections A + B, and the first \$25K of each subcontractor)	\$11,980
F. GRAND TOTAL (A+B+C+D+E)	\$809,076

9.02 Payment Provisions:

9.02.1 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:	Sierra Valley Groundwater Management District
Attention:	Jenny Gant, Board Clerk
Address:	P.O. Box 88 Chilcoot, CA 96105

9.02.2 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

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SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

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., Q2396018–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.

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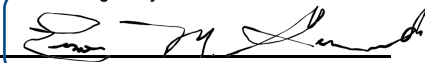
SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

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

By:

Signature: _____

DocuSigned by:

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Printed Name: Eimen Grandi

Title: Board Chairman

Date: 9/25/2023

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

DocuSigned by:

613C2E6C801C4EB...

Printed Name: Matt Wells

Title: Chief, Watershed Restoration Grants Branch

Date: 9/25/2023

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



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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Sierra Valley Groundwater Management District

1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without written approval from CDFW.
4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

CDFW agrees to indemnify, defend, and save harmless Grantee and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors,



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EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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Sierra Valley Groundwater Management District

suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CDFW in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of CDFW or its officers, agents, and employees.

6. **DISPUTES**: Grantee shall continue with its responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: 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 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor 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. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment



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EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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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. Subcontractor 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. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor 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. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

- 9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 10. REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

- 11. RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work



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is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

- 12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

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

If the Legislature does not appropriate sufficient funds for this Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.a or amend this Agreement to reflect any reduction of funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both Parties or by any Party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all Grant Funds received under this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

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

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, or their designated representatives with respect to subcontractors that complies with Section 4 of this Exhibit 1.a.;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.a; and
- e. Upon termination of any subcontract, the CDFW Grant Manager shall be notified immediately, in writing.



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- 15. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.
- 16. TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.
- 17. LIABILITY INSURANCE :** Unless otherwise specified in this Agreement, when Grantee submits a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

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

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

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

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing



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work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combined, then Grantee's liability insurance shall provide such coverage for the subcontractor.

- 18. GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
- 19. EQUIPMENT PURCHASES:** For purposes of this Agreement, “**Equipment**” means tangible personal property having a useful life of four years, and “**Major Equipment**” means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW's request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

- 20. GRANTEE'S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee's process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.
- 21. DRUG-FREE WORKPLACE CERTIFICATION:** 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:
- a. 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.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and



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2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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 agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.

22. **UNION ORGANIZING:** Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:
 - a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
 - b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
 - c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
 - d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.
23. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

Grant Agreement Number: Q2396018

Grantee Name: Sierra Valley Groundwater Management District

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

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 grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State 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. The State 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 the State.