



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

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



Please do not remove standard language. Strikeout language to be removed and provide an explanation for the removal. WRGB will remove after reviewing the grant.

Nature Based Solution: Wetlands and Mountain Meadows Sierra Valley Groundwater Recharge Multi-Benefit Project 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 (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

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Agreement are eligible for reimbursement from the Grant Funds.

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 posters, reports, publications, presentations).

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. 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 (GDE), needing further investigation and protection. The purpose of this Project is to increase availability of shallow groundwater to this meadow system and to domestic wells as well as improve climate resiliency.

The overall Project objective is to evaluate benefits of groundwater recharge implemented in the headwaters of Southern Sierra Valley on wetland and meadow habitats, surface water systems, water availability for domestic wells serving Disadvantaged Communities (DAC), and climate resiliency. This phase of the Project will conduct field monitoring, modeling for recharge potential, outreach, and complete development of a future groundwater recharge pilot project in Sierra Valley.

6.02 Objectives: The specific objective of this Project is to improve water availability by diverting excess winter flow from Smithneck Creek to a recharge area flowing westward towards the wetland meadow complex. The delayed transport of this shallow groundwater across the basin could deliver water to the system later in the season, potentially improving habitats and ecosystems in warmer months.

6.03 Project Description:

6.03.1 Location: The Project is located on approximately [redacted] acres of privately- and publicly-owned land located in Southwest Sierra Valley near Smithneck Creek and Badnaugh Creek and near the town of Loyalton [include latitude and longitude of project centroid in decimal degrees] 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 and Project Management and Design Subcontractor(s) will provide technical and administrative services associated with implementation of the Project, including managing this Agreement, assuring all permits are finalized, 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 Design 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 at wetland meadow complex) will be installed. Monitoring will also include satellite images to characterize habitat/vegetation, and use of isotopes to trace the applied water and quantify benefits to the river and shallow aquifer.

Deliverables: Semi-annual field monitoring reports.

Task 3 – Modeling for Recharge Potential

Project Management and Design Subcontractor(s) will update the Sierra Valley Integrated Hydrogeologic Model with data collected in Task 1 and other recently collected data. Model scenarios will improve understanding of the hydrogeologic system to identify the most promising locations for 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 and <insert Subcontractor role(s) if applicable> 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 Design Subcontractor(s) and <insert Subcontractor role(s) if applicable> 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. 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).

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 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 Design 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.

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
		Submit Project Data	With Final Progress Report, by March 1, 2027
		Final Progress Report	March 1, 2027

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		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, July 30, 2026, January 30, 2027
3	Modeling for Recharge Potential	Updated model and report describing model results and scenarios	[Insert Date]
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	[Insert Date]
		Identification of CEQA Pathway and Permits for Subsequent Project Phase(s)	[Insert Date]
		30% Designs and Basis of Design Report for Pilot Study and Subsequent Project Phase(s)	[Insert Date]
		65% Designs and Basis of Design Report for Pilot Study and Subsequent Project Phase(s)	[Insert Date]

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
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:

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 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.

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

Line Item Budget Detail	
Subtotal Operating Expenses: General	\$0
C. OPERATING EXPENSES: SUBCONTRACTORS	
Larry Walker Associates, Project Manager	\$679,705
University Cooperative Extension	\$24,311
Plumas County Building and Planning Department	\$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:	
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 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: _____

Printed Name: Einen Grandi

Title: Board Chairman

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Matt Wells

Title: Chief, Watershed Restoration Grants Branch

Date: _____

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