

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 _____, 2019, 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 required to develop and submit Groundwater Sustainability Plans to DWR by 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 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 install and maintain groundwater monitoring equipment, and to remotely collect and use data from Landowner's well.

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 the well designated in the map attached as Attachment "A" (the "Well").

Section 2. Grant of Access. Landowner grants the Flood District, and its contracted agents, vehicular and pedestrian access to, and across, the Property to the Well, as further delineated on the map attached as Attachment "A". Property access shall be

limited to week days, between the hours of 8:00 a.m. and 5:00 p.m. pacific standard time.

Section 3. Limitations on Use. The Grant of Access set forth in Section 1 is for the sole purpose of monitoring groundwater at the Well, including installing, operating, maintaining and removing monitoring equipment from the Well. 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 District, or its agents, shall provide 24-hours' notice to Landowner prior to accessing the Property. This notice may be given by telephone or through electronic mail, and shall include the contact information for the District employee or agent that will be accessing the Property.

Section 4. Monitoring Equipment; Monitoring Techniques. The District, or its agents, will install, operate, and maintain a stainless steel transducer and water level transmitter at the Well. The transducer will be placed down the well below the static groundwater level. The transmitter unit will be placed above and connected to the transducer by a reader cable. Property access for one to two days will be required for the initial well assessment and installation of the monitoring equipment. The monitoring equipment will record hourly water level measurements and transmit a report to the District, or its agents, for remote monitoring. The 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 5. Use of Monitoring Data. The District, or its agents, will analyze the Monitoring Data collected at the Well, along with data from other monitored wells, 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 District's development of the basins' Groundwater Sustainability Plan. Monitoring Data will be available to the District, its agents, and Landowner through a secure online site.

Section 6. Data Disclosure. Data collected from the Property is subject to requests for public disclosure under the California Public Records Act (the "Act"). To the extent allowed by law, and consistent with the limitations of the Act and Water Code section 13752, the District shall endeavor to maintain the confidentiality of Landowner's information; however, such information could be accessed through a public records request. In such a case, the District shall notify Landowner.

Section 7. Removal of Equipment. The District, or its agents, shall remove the Monitoring Equipment from the Well and the Property at the conclusion of this Agreement.

Section 8. Hold Harmless. Landowner shall hold harmless the Flood District, its officers, agents, and employees, from any and all claims, liabilities, and losses whatsoever, occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms, or corporations, arising from or in connection with this Agreement, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of the Flood District. This obligation shall survive the expiration or termination of this Agreement.

Section 9. 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 District, or its agents.

Section 10. 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:

Address:
Address:
Tel:
Fax:
Email:

Section 11. Whole Agreement. This is the whole agreement between the parties.

Section 12. 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: _____

XXXX

Landowner

By: _____

XXXX

APPROVED AS TO LEGAL FORM

Edward J. Kiernan, County Counsel