

LANDOWNER PARTICIPATION AGREEMENT
Atascadero Subwatershed Streamflow Enhancement Planning Project
Gold Ridge Resource Conservation District

By signing below, I, _____, hereinafter called "Landowner" am aware of and agree to the following:

- A. Landowner is the fee owner of that real property located in the upper Atascadero subwatershed, Sonoma County, California, described in Sonoma County Records as Assessor's Parcel # _____ (the "Property").

Street address: _____

- B. The signing of this agreement indicates that the Landowner has applied to participate in the **Atascadero Subwatershed Streamflow Enhancement Planning Project** with funding received from the California Department of Fish and Wildlife through Grant Agreement Q2296505 ("DFW Grant") and cost share sources. By signing this agreement, the Landowner acknowledges understanding of the Program goals to protect summer streamflow in upper tributaries of the Atascadero subwatershed, including Redwood, Jonive, and Sexton Creeks.
- C. The purpose of the DFW Grant is to restore salmonid habitat by developing designs of rainwater catchment systems, which, when constructed, will offset the amount of water withdrawn from riparian sources during critical low-flow periods. Landowners whose current water sources are believed to impact streamflow, including those with riparian pumps or near-channel shallow wells are eligible for assistance through the DFW Grant.
- D. To facilitate the DFW Grant purpose, qualifying landowners who apply for assistance through the Program will be selected on a first-come, first-served basis for technical assistance and rainwater catchment system design services at no cost to the landowner. Systems are designed to be filled with rainwater during the wet weather months for use during the dry season (generally May – October). **The Landowner recognizes that water to be collected by the system, if constructed, is to be utilized in the dry season to offset diversions from the current water supply that may negatively affect dry season streamflow.** Water storage above and beyond what has been subsidized by the program is available for use throughout the year.

- E. After an interested landowner has submitted an application for technical assistance, a qualified designer contracted by GRRCD will conduct a feasibility study for a rainwater catchment system on the property, and if it is determined to be an appropriate site for a system through the Program, will develop a design plan in consideration of catchment potential, water needs, space limitations, or other design parameters.

Once designs are completed and provided to the Landowner, the Landowner will be provided with a list of local contractors who have demonstrated experience in rainwater catchment system construction. Should the Landowner decide to proceed with construction, they will be responsible for contracting directly with an installer, or installing the system themselves. It is the Landowner's responsibility to ensure compliance with all federal, state and local laws and regulations applicable to the construction of the System.

- F. The current agreement is for technical assistance and design services only. However, as funding allows, the Landowner may be eligible for participation in the Sonoma Marin Saving Water Partnership's (SMSWP) Rainwater Harvesting Rebate Program, or other grant funding as available, to facilitate system construction. Landowners will be informed on the availability of rebate funding upon completion of designs. More information on current rebate availability can be found at: https://www.savingwaterpartnership.org/programs_list/sonoma-county-rainwater-harvesting/
- G. Full ownership of the System is assumed by Landowner, and Landowner shall be responsible for maintaining the System.

H. Grant of Permission

The Landowner authorizes GRRCD staff and its subcontractors to enter the Property, upon reasonable advance notice, for the purposes of feasibility and design work, verification of system construction, and site tours requested by DFW or other agency staff for program evaluation. GRRCD shall notify the Landowner at least 72 hours before entering the Property. GRRCD will provide such notification by email to the Landowner at the email address shown below.

Gold Ridge RCD Noelle@goldridgercd.org	LANDOWNER
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I. Termination of Agreement

This Agreement for technical assistance and design services may be terminated by GRRCD without GRRCD incurring liability for breach of the Agreement, upon the occurrence of one or more of the following conditions:

1. The mutual written agreement of the GRRCD and the Landowner.
2. GRRCD's determination that:
 - (i) compliance with the Agreement will result in the violation of a federal, state or local statute or regulation; or
 - (ii) termination of the Agreement would be in the public interest, or;
 - (iii) grant funding provided to GRRCD for the Program is terminated, delayed or reduced.

LANDOWNER(S):

Date: _____

Signature

GRRCD:

Date: _____

Signature