



## California Voluntary Drought Initiative

### 2015 VOLUNTARY DROUGHT AGREEMENT Sacramento River Tributary: Mill Creek Nobmann Cattle, LLC

This Voluntary Drought Agreement (Agreement) was developed to implement the goals of the California Voluntary Drought Initiative (Drought Initiative). The Drought Initiative was developed by NOAA's National Marine Fisheries Service (NMFS) and the California Department of Fish and Wildlife (CDFW) to reduce the negative effects of the drought on salmon and steelhead, and to provide improved regulatory certainty for those who participate in watershed-specific drought agreements. This agreement is between NOAA's National Marine Fisheries Service (NMFS) and the Nobmann Cattle, LLC. (Nobmann). The parties enter into this Agreement in furtherance of the terms, policies and goals of the Drought Initiative, which is posted on the NMFS West Coast Regional website at:

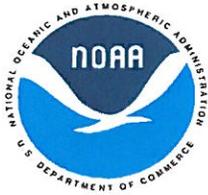
[http://www.westcoast.fisheries.noaa.gov/publications/protected\\_species/salmon\\_steelhead/drought\\_2014/voluntary\\_drought\\_initiative\\_05141](http://www.westcoast.fisheries.noaa.gov/publications/protected_species/salmon_steelhead/drought_2014/voluntary_drought_initiative_05141)

#### Priority Watersheds

In an effort to focus resources and maximize the efficiency of the Drought Initiative in the shortest time possible, we have chosen to concentrate on priority watersheds where the risk of drought-related effects to federally-listed fish species are greatest. The priority Sacramento River tributaries are Mill, Deer and Antelope creeks. These streams contain migration, spawning, and rearing habitat for some of the last remaining naturally-produced populations of federally threatened Central Valley (CV) spring-run Chinook salmon (*Oncorhynchus tshawytscha*) and threatened California Central Valley (CCV) steelhead (*O. mykiss*).

The importance of Mill Creek to the survival and recovery of salmon and steelhead in the Northern California's Central Valley, is significant. Of the 19 independent spring-run Chinook salmon populations that historically occurred in the Central Valley, the Mill Creek population is one of the last of a small group of naturally-produced populations. Mill Creek is identified in the Central Valley Salmon and Steelhead Recovery Plan as Core 1 populations for spring-run Chinook salmon and steelhead. Preserving and restoring Core 1 populations is the foundation of the recovery strategy because Core 1 populations are considered to have the greatest potential to support independent viable populations.

Mill Creek is unique in the Central Valley because it has no upstream water storage facilities that can be managed to meet the stream flow and water temperature requirements of these fish species, to buffer the effects of drought. Instead, all of the water management facilities and water use occur on downstream reaches near the confluence with the Sacramento River, and their



careful management is needed this year, to ensure salmon and steelhead are able to successfully migrate upstream to spawning habitat and downstream to the Sacramento River.

Supporting documentation used to create this Agreement is summarized in a technical memorandum developed by CDFW and NMFS titled “Minimum Protection Flows for Listed Salmonids during the 2015 California drought for Mill, Deer and Antelopes creeks in the California Central Valley” and is on file at the California Central Valley Area Office of NMFS.

## **1. Purpose**

This Agreement is tailored for Mill Creek and Nobmann, an eligible diverting entity, as described in the Drought Initiative. Elements of this Agreement include fish rescue efforts, designated fish passage flows, changes in the timing of diversions to provide improved instream flow and water temperature conditions, minimize the need to rescue fish, conduct monitoring, and evaluations of management actions.

This Agreement, if executed as described below, will provide fishery protections necessary to avoid significant drought-related harm to salmonids, particularly spring-run Chinook salmon. The flows in this Agreement are based on the best available information for protecting salmonids, while maintaining water use in Mill Creek.

## **2. Methods**

- A. Monitoring: CDFW or its agent will carry out all monitoring activities. Monitoring and evaluation plans shall be in place to inform the effectiveness of the flow events and/or rescue efforts. Those activities may include:
  - i. Use of video monitoring to determine if adult salmonids are moving through lower Mill Creek in response to minimum base flows and pulse flow events, and to determine population abundance.
  - ii. Snorkel surveys may be conducted upstream and downstream of diversion structures and critical riffle areas to determine if minimum base flows are passing salmonids through these areas. It is the intent of the CDFW to detect any salmonid stranding issues before mortalities are observed, so that sufficient time is provided to inform diverters and to take proactive flow restoration or other fish rescue actions.
  - iii. Monitoring of habitat conditions in Mill Creek, its tributaries, or the Sacramento River prior to relocation of salmonids at risk.
- B. Fish Capture and Relocation: CDFW or its agent will carry out all fish capture and relocation activities. CDFW, or its agent, will notify NOBMANN by telephone number



listed in Section 7, of planned fish rescue/relocation activities it will carry out on Nobmann's property on Mill Creek, Tehama County (Real Property).

- i. CDFW or its agent may relocate salmonids, including spring run, captured from elsewhere in the lower Mill Creek watershed (e.g. diversion canals), to Mill Creek adjacent to Real Property if suitable instream conditions exist, or to a suitable location on the Sacramento River.
- ii. CDFW or its agent may monitor stream depth and temperature at relocation site(s) post-relocation to determine if conditions remain adequate to keep salmonids alive and provide for salmonid passage.

### **3. Nobmann Commitments**

- A. NOBMANN agrees to provide reasonable access to CDFW and its agents, including equipment access, to the Real Property to carry out any of the management activities listed in Section 1 for the purposes of:
  - i. Monitoring habitat conditions and salmonid abundance, size, and condition prior to any management activities;
  - ii. Capturing and removing salmonids from and/or relocating salmonids to suitable habitat, and for monitoring conditions post-relocation; or
  - iii. Monitoring stream flow conditions during flow events and/or during post-rescue/relocation to determine if conditions remain adequate to keep salmonids alive and provide for passage.
- B. NOBMANN agrees to request to the LMMWC, as Water master, that a portion of its water rights on Mill Creek to be utilized for elements of the LMMWC Voluntary Drought Agreement. The amount to be bypassed will be proportional to the streamflow adjudicated to NOBMANN, which is 3 cubic feet per second, as opposed to the streamflow adjudicated to LMMWC or other water right holders on Mill Creek.

### **4. Financial and Technical Assistance**

NMFS will endorse efforts by public and private organizations to provide technical and financial assistance for water users who participate in this Agreement. If requested, NMFS will provide recommendations and letters of support to those organizations, for targeting financial and technical assistance for improvements to fish passage associated with water deliveries, with Agreement participants.



## 5. Effective Date and Termination

Unless terminated sooner by any party of the Agreement by giving thirty (30) days prior written notice of earlier termination, this Agreement shall commence on the date of execution and will terminate on **December 31, 2015**, both days inclusive.

## 6. Amendments

Amendments to this Agreement may be proposed by either party and shall become effective when both parties sign a written modification to this document.

## 7. Notice and Contact Persons

The following representatives will serve as main contact people for their respective Party:

### For NMFS:

Howard Brown  
650 Capitol Mall, suite 5-100  
Sacramento, CA 95814  
[Howard.Brown@noaa.gov](mailto:Howard.Brown@noaa.gov)  
(916) 930-3608

### For NOBMANN:

Mr. Lee P. Nobmann  
Nobmann Cattle, LLC  
855 Lakeville Street, Suite 200  
Petaluma, CA 94952  
(707) 206-4115  
[lpn@goldenstatelunber.com](mailto:lpn@goldenstatelunber.com)

### For LMMWC:

Mr. Darrell Mullins  
25162 Josephine Street  
Los Molinos, CA 96055  
[lmmutual@att.net](mailto:lmmutual@att.net)  
(530) 384-2737

### For CDFW:

Mr. Matt Johnson  
Northern Region  
California Department of Fish and Wildlife  
1530 Schwab Street  
Red Bluff, CA 96080  
[Matt.Johnson@wildlife.ca.gov](mailto:Matt.Johnson@wildlife.ca.gov)  
(530) 527-9490



**8. Signatories' Authority**

The signatories to the Agreement on behalf of all the Parties hereto warrant and represent that they have authority to execute the Agreement and to bind the Parties on whose behalf they execute the Agreement.

**9. Disclaimer**

NMFS shall incur no fiscal obligation under this Agreement.

**10. Participating Parties**

Lee P. Nobmann 4/6/15  
Date  
**Lee P. Nobmann**  
Managing Member  
Nobmann Cattle, LLC

Maria Rea 4/8/2015  
Date  
**Maria Rea**  
Assistant Regional Administrator  
NMFS, West Coast Region  
California Central Valley Office