California Voluntary Drought Initiative

2015 VOLUNTARY DROUGHT AGREEMENT
Sacramento River Tributary: Mill Creek
The Nature Conservancy

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 Nature Conservancy (TNC). 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

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 is 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 TNC, 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 distributaries, 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 TNC by telephone number listed in

Section 7, of planned fish rescue/relocation activities it will carry out on TNC's lease 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. TNC Commitments

A. TNC 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 2 of this Agreement 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. TNC agrees to permit its water rights to be utilized for elements required by Los Molinos Mutual Water Company (LMMWC) as outlined in a separate Voluntary Drought Agreement between NMFS and LMMWC.

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
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For TNC:
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The Nature Conservancy
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For LMMWC:
Mr. Darrell Mullins
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Los Molinos, CA 96055
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(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
(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

Brian L Stranko by Gregg Werner 4/7/15

Brian Stranko **Date**
Director, California WaterProgram
The Nature Conservancy

4/8/2015

Maria Rea, Assistant Regional Administrator **Date**
NMFS, West Coast Region
Central Valley Area Office
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Sacramento, CA 95814