

Reece Gomes



May 3, 2022

State Water Resources Control Board  
1001 I Street  
Sacramento, CA 95814

RE: Local Cooperative Solution – Scott River

To: State Water Resources Control Board

This letter is to affirm the commitment of Reece Gomes to voluntarily reduce the volume of ground water used for irrigation in 2020 by 53.2% in 2022. Reduction methods are further defined in this letter and the attached documents as an application for a Local Cooperative Solution (LCS) pursuant to section 875(f)(4)(d) of the drought emergency regulation. The total irrigated acreage operated by Reece Gomes is approximately 22 acres. Because we operate less than 400 acres, we seek to coordinate with Fawaz Farming.

Introduction/History Irrigation Practices

Our farm has been cultivated as seasonal alfalfa and grass in the Scott Valley. Approximately 22 acres grow alfalfa hay, alfalfa-grass hay, and grain hay in rotation. We have adjudicated surface water rights from the Scott Valley Irrigation District and overlying adjudicated groundwater rights within the basin. We will not use our surface water right to supplement or offset the reduction in use of groundwater.

The parcel numbers, 014-281-170-000 and 014-281-580-000, give the best coordinates for the ranch location. Our property is not rectangular, square, or circular. Diverse types of irrigation have been implemented to supply coverage of the irregular shaped 22 acres. Historically, pivots and hand lines have been used on the operation.

Historically, the operation harvested 4 cuttings of alfalfa/alfalfa-grass or one cutting of grain hay depending on the rotation year. The property is irrigated with two pivots and hand lines. In 2020 one of our pivots was inoperable. The second pivot was purchased used with incorrect nozzle package. As a result, it was irregular and drastically over watered in the 2nd span. Handlines consisted of 48 50 PSI with 11/64" sprinkler heads that have 24 hours run time sets.

The Irrigation season for our operation, including in 2020 (base year), typically begins about April 1<sup>st</sup> each year and continues into mid to late October. These time frames are subject to variances that depend on annual temperature and precipitation conditions.

The attached spread sheet gives the reduction calculated to reduce usage by 53.2% over the 2020 usage and are described below.

#### 2022 Conservation Efforts

- **Crop rotation** – 8 acres of alfalfa have been rotated to grain hay.
- **Irrigation efficiencies** – Our pivot was purchased used, with an incorrect nozzle package, and was irregular. As a result, it drastically over watered in the 2nd span. A new sprinkler package was installed. The new sprinklers delivers an 1" of water in a 24-hour cycle for a rate of 1.167 acre feet per pass. The previous package delivered approximately 2.34 acre feet per pass in 24 hours.
- **Summer/Fall forbearance** – In 2022 grain hay will be irrigated as needed through June. Irrigation for grain hay will cease by July 1<sup>st</sup>.

Please note this plan is offered in good faith in connection with the 2022 irrigation season only. All rights, claims and defenses with regard to the matters described herein are hereby expressly reserved. Moreover, and as this plan is offered voluntarily (without any current legal obligation to undertake the matters described herein), should any governmental or NGO funds later become available for any forbearance or improvement efforts to which we otherwise be entitled, nothing herein shall be construed to limit the availability of such funds to the us provided that we materially perform the 2022 undertakings described herein. Water saved under this proposal will not be transferred to parcels not included under the LCS and we will not knowingly or intentionally otherwise take actions outside of the LCS that diminish, in any material way, the reduction established by this proposal.

These conservation efforts can be verified on inspections conducted by the coordinating entity, hopefully scheduled because we do use pesticides from time to time and those products have restricted entry protocols. As a partner in our family operation, I, Reece Gomes will be the contact person for this LCS. I can be reached by mail, the phone number listed above, and by email at [REDACTED].

Sincerely,  
Reece Gomes

# **BINDING AGREEMENT**



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Northern Region  
601 Locust Street  
Redding, CA 96001  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



## GROUNDWATER USE REDUCTION AND BINDING AGREEMENT FOR LOCAL COOPERATIVE SOLUTION

### BACKGROUND

Under the 2021 drought emergency regulation establishing drought emergency minimum flows in the Scott River and Shasta River watersheds,<sup>1</sup> local cooperative solutions (LCS) by individuals or groups may be proposed by petition to the Deputy Director as an alternative means of reducing water use to meet or preserve drought emergency minimum flows, or to provide other fishery benefits (such as cold-water refugia, localized fish passage, or redd protection), in lieu of curtailment.

### RECITALS

1. Section 875(f)(4)(d) of the drought emergency regulation provides a specific type of LCS that was determined to be sufficient for approval by the Deputy Director;
2. For overlying or adjudicated groundwater diversions for irrigated agriculture described in section 875.5(f)(4)(d)(i) – (ii) [Scott River], the Deputy Director may approve a groundwater basin-wide, groundwater sub-basin-wide, or any number of individual local cooperative solutions totaling at least 400 irrigated acres where:
  - (i) The proposal is based on a binding agreement. "Such binding agreement may be made with a Coordinating Entity with the expertise and the ability to evaluate and require performance of the agreement, for example with the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service, the Scott Valley and Shasta Valley Watermaster District, a non-profit organization with expertise and experience in water-saving transactions, or similar qualified entity. "
  - (ii) For the Scott River: "The proposal provides at least: 1) a net reduction of water use of 30 percent throughout the irrigation

<sup>1</sup> California Code of Regulations, title 23, sections 875–875.9.

season (April 1 – October 31), as compared to the prior irrigation season; and 2) a monthly reduction of at least 30 percent in the July 1 through October 31 period, as compared to the prior year or to 2020. Such reduction may be demonstrated by evidence that provides a reasonable assurance that the change in farming practice or other action results in at least the relevant proportionate reduction. Such evidence may include, but is not limited to: pumping reports; actions that will be taken to reduce water use; estimation of water saved from conservation measures or changes in irrigation or planting decisions; and electric bills."

### PROPOSED LOCAL COOPERATIVE SOLUTION

On May 3, 2022, Reece Gomes (Landowner) proposed an LCS authorized by 23 CCR §§ 875(f)(4)(d) of the regulation for the 2022 irrigation season. It includes a final conservation plan, narrative, and parcel numbers incorporated by reference. The proposal uses the year 2020 as the baseline; it includes detailed spreadsheets and a narrative that describes crop rotation, enhanced irrigation pivot efficiencies, and a summer and fall irrigation forbearance plan. The specific conservation practices within the narrative offer concise and appropriate monitoring elements enabling the California Department of Fish and Wildlife to assume the role of a Coordinating Entity to implement a binding agreement described in "i" above. The mathematically calculated conservation plan accounts for a net reduction of approximately 53.2% to meet the requirement described in item "ii" above.

This proposal does not include the minimum 400 acres required under the emergency regulation, but this agreement is being entered in conjunction with Fawaz Farming's Local Cooperative Solution with the understanding that their added acres are under a separate binding agreement. As such, the total enrolled acreage exceeds the 400-acre minimum for State Water Resources Control Board (State Water Board) approval.

### TERMS OF BINDING AGREEMENT

The Landowner is required to adhere to the proposed conservation plan, as submitted to CDFW and approved by the State Water Board. The Landowner has requested that CDFW serve as the coordinating entity. The Landowner and CDFW agree to the following:

- For the duration of this binding agreement where CDFW is the coordinating entity, the Landowner shall give CDFW and CDFW agents

the right to reasonably access the included parcels for the limited purpose of verifying execution of the conservation plan. Any individual not directly employed or contracted by CDFW shall provide pre-notification to, and shall obtain approval by, the Landowner.

- CDFW will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or a designee the ability to participate in the monitoring inspection.
- It is anticipated that CDFW representatives will visit the property approximately twice per month. A monitoring inspection may include verification of any or all the actions described in the conservation plan and may include inspection checklist/notes/report and photo verification.
- Any photos, logs, checklists, and other documentation for this conservation strategy incorporated by reference will be transmitted by the Landowner via email to the Klamath Watershed Program at [klamathwatershed@wildlife.ca.gov](mailto:klamathwatershed@wildlife.ca.gov). This information for each month shall be transmitted within the first 7 calendar days of each calendar month.
- CDFW will submit the Information regarding the verification materials and actions described in this agreement, and conservation plan incorporated by reference, to the State Water Board upon request, for the purposes of verifying compliance with the LCS.
- This binding agreement is not intended to preclude, harm, or otherwise interfere with the Landowner's ability to secure any funding to mitigate the financial impacts imposed by the emergency regulation or proposed conservation practices. CDFW supports use of funding programs to ameliorate the costs of implementing the conservation practices described in the proposed conservation plan: planning and cooperation under a voluntary LCS should not undermine the ability to receive such funding.
- This binding agreement may be terminated by either party with 30 days' notice. The Coordinating Entity will only terminate the agreement if the Landowner is not cooperating with the terms of this binding agreement (e.g., is not providing access, is not reporting, etc.). Both parties agree to take reasonable measures to resolve any concerns related to performance of the conservation plan, negative human interaction, or any other unforeseen circumstance prior to invoking termination.
- It is recognized that as the irrigation season unfolds, there may be reason to change the terms of the conservation plan or this agreement regarding

its implementation and verification. Any such changes to the conservation plan or binding agreement will need to offer continued compliance with the drought emergency regulations and shall be agreed upon by both parties as well as the State Water Board.

<b>Contact Information</b>	
California Department of Fish and Wildlife Carmen Tull <a href="mailto:klamathwatershed@wildlife.ca.gov">klamathwatershed@wildlife.ca.gov</a> 916.203.1947	Reece Gomes 

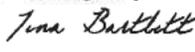
This Binding Agreement is valid while the current drought emergency regulation is in place. By signature, both parties agree and memorialize CDFW as the Coordinating Entity for this binding agreement. The Landowner shall include one signed copy with its petition to the SWB, return one signed copy to CDFW, and retain a signed copy of this binding agreement and have the conservation plan readily available at its residence in the event any questions arise from either party during implementation or monitoring.

**Authorized Landowner Signature:**

Sign Here:  Date Signed: 7-21-22

**Authorized Coordinating Entity Signature:**

Sign Here: 

DocuSigned by:  
  
1082ADE7303R474...
Date Signed: 7/21/2022

## **SUPPORTING INFORMATION**

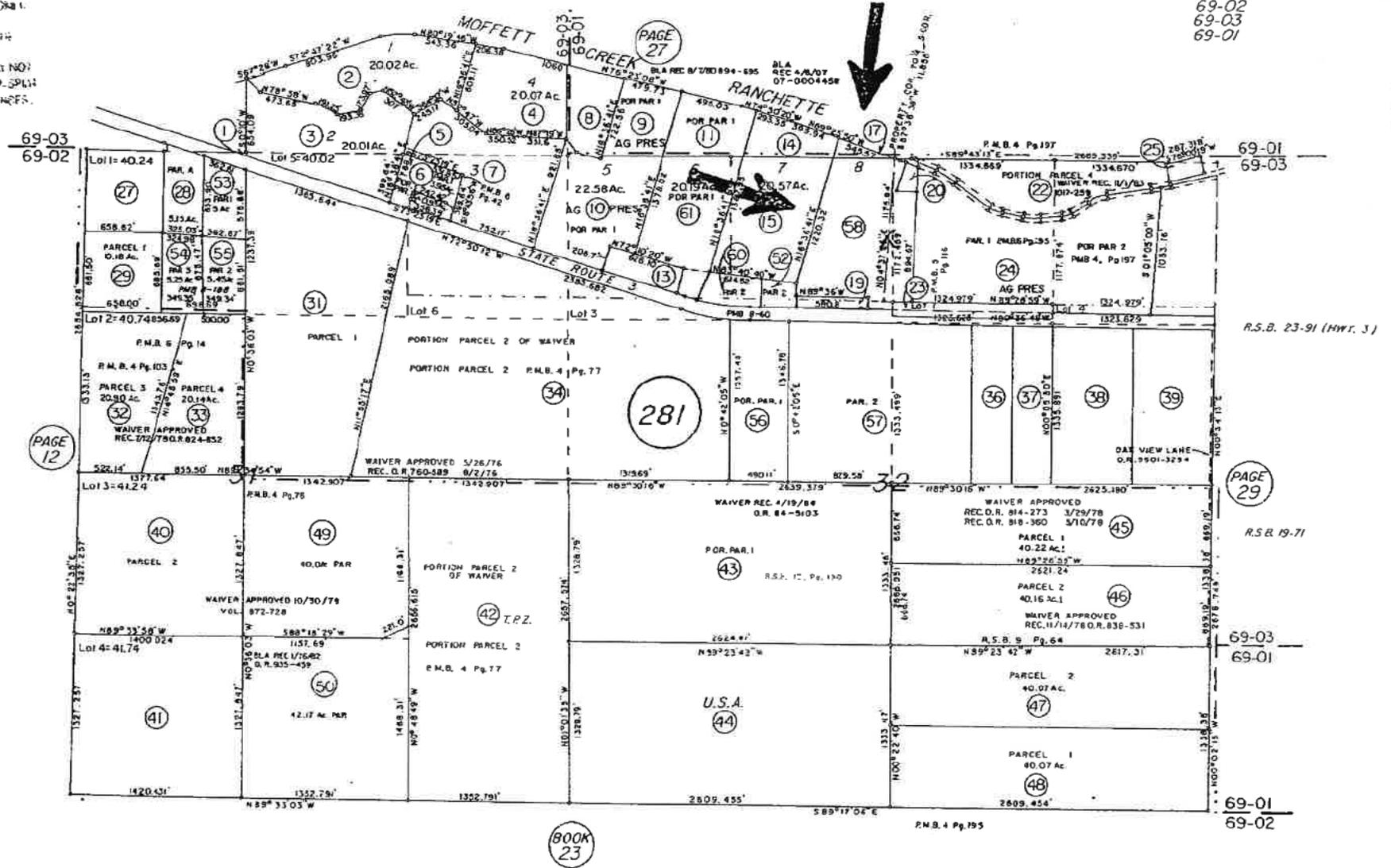
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S OFFICES MAY NOT CORRELATE WITH LOCAL OR STATE ORDINANCES.

T 44 N R 8 W

Tax Area Code

69-02  
69-03  
69-01

14-28



Siskiyou County Assessor's Office  
Sept. 1979  
Remapped for 1980 Roll

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