

From: Croteau, Joe@Wildlife
To: Tull, Carmen@Wildlife; Weinberg, Adam@Waterboards; Scott, Elias@Waterboards
Subject: Fwd: Watershed
Date: Sunday, April 24, 2022 4:24:04 PM

Sent from my iPhone please pardon grammar, spelling, and punctuation errors

Begin forwarded message:

From: Christine Hullquist [REDACTED]
Date: April 24, 2022 at 2:20:30 PM PDT
To: "Croteau, Joe@Wildlife" <Joe.Croteau@wildlife.ca.gov>
Subject: Watershed

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

To whom it may concern,
In 2020 and 2021 we have irrigated 25 acres of land using wheel lines we run 10 hour sets on all our wheel lines from April 1 to September 30. We are not going to add wheel lines in the irrigated fields. In order to achieve the desired 30% reduction we are choosing to not irrigate in field BC & E on the attached map. This equals 38 acres or 30.4% of our irrigated land. We will not irrigate these fields for the entire 2022 irrigation season. Please site 23CCR 875(f)(4)(D), also we want to use CDFW as our coordinating entity and allow them to verify our conservation action we also want to join Jason Finley's local cooperative solution to get 400 acres.

Christine & Gary Hullquist

Sent from my iPhone

From: [Tull, Carmen@Wildlife](mailto:Tull.Carmen@Wildlife)
To: [Weinberg, Adam@Waterboards](mailto:Weinberg.Adam@Waterboards)
Subject: FW: Hullquist LCS
Date: Wednesday, June 8, 2022 2:20:57 PM

EXTERNAL:

From Christine today.

I am working remotely, please contact via email.

Carmen Tull (he/him/his) | Senior Environmental Scientist
California Department of Fish and Wildlife | Northern Region
Klamath Watershed Program
916-203-1947 | Carmen.Tull@Wildlife.ca.gov

From: Christine Hullquist [REDACTED]
Sent: Wednesday, June 8, 2022 1:27 PM
To: Tull, Carmen@Wildlife <Carmen.Tull@Wildlife.ca.gov>
Subject: Re: Hullquist LCS

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Good afternoon, we have no access to surface water we are irrigated strictly by ground water our address is [REDACTED] and Joe drives by your house twice a day he can see the stakes and if he feels the need he he or anybody else is welcome to come down to the house. Our farm land butts up to Jason Finley of Finley Farms

Sent from my iPhone

On Jun 8, 2022, at 12:57 PM, Tull, Carmen@Wildlife <Carmen.Tull@wildlife.ca.gov> wrote:

Good Afternoon Christine,
Wanted to check in and see how things were progressing on your end. I saw Joe and you met to stake the field and get exact coordinates for the LCS. I also spoke with Adam, and there are a few more items we need addressed on your narrative before we can finish the final paperwork:

1. Please add a statement that your farm is irrigated by groundwater. Please also state whether your farm has access to surface water, whether by surface water right or by water purchase (such as from the Scott Valley Irrigation District). If the farm does have access to surface water, please state whether you plan to

use surface water for irrigation on the acreage in your LCS plan, and if so, that you will not substitute surface water for the ground water conserved in your plan.

2. Please describe how you propose that the Coordinating Entity verify that you are implementing your conservation practices. This could be as simple as suggesting that the Coordinating Entity visit the farm periodically to confirm that irrigation is not occurring on the indicated fields.
3. Please provide an address to whom State Water Board should address an approval letter.

Please provide the information at your earliest convenience.

Thank you and have a great day,

Carmen

I am working remotely, please contact via email.

Carmen Tull (he/him/his) | Senior Environmental Scientist
California Department of Fish and Wildlife | Northern Region
Klamath Watershed Program
916-203-1947 | Carmen.Tull@Wildlife.ca.gov

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

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,¹ 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

¹ 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 April 24, 2022, Christine & Gary Hullquist (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, email record and a digitized map incorporated by reference. The proposal uses the year 2020 as the baseline and includes a narrative that describes a simple irrigation forbearance plan that follows ground for the entire 2022 season. 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 30.4% 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 Jason Finley'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 once 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 written irrigation logs, photos, 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. 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.

<u>Contact Information</u>	
California Department of Fish and Wildlife Carmen Tull klamathwatershed@wildlife.ca.gov 916.203.1947	Christine & Gary Hullquist <div style="background-color: black; width: 100px; height: 15px; margin: 5px auto;"></div> <div style="background-color: black; width: 80px; height: 15px; margin: 5px auto;"></div>

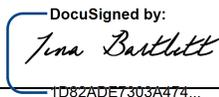
This Binding Agreement is valid while the current drought emergency regulation is in place. By signature, both parties agree and memorialize CDFW as the coordinating entity for this binding agreement. The Landowner shall include one signed copy with its petition to the SWB, return one signed copy to 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:

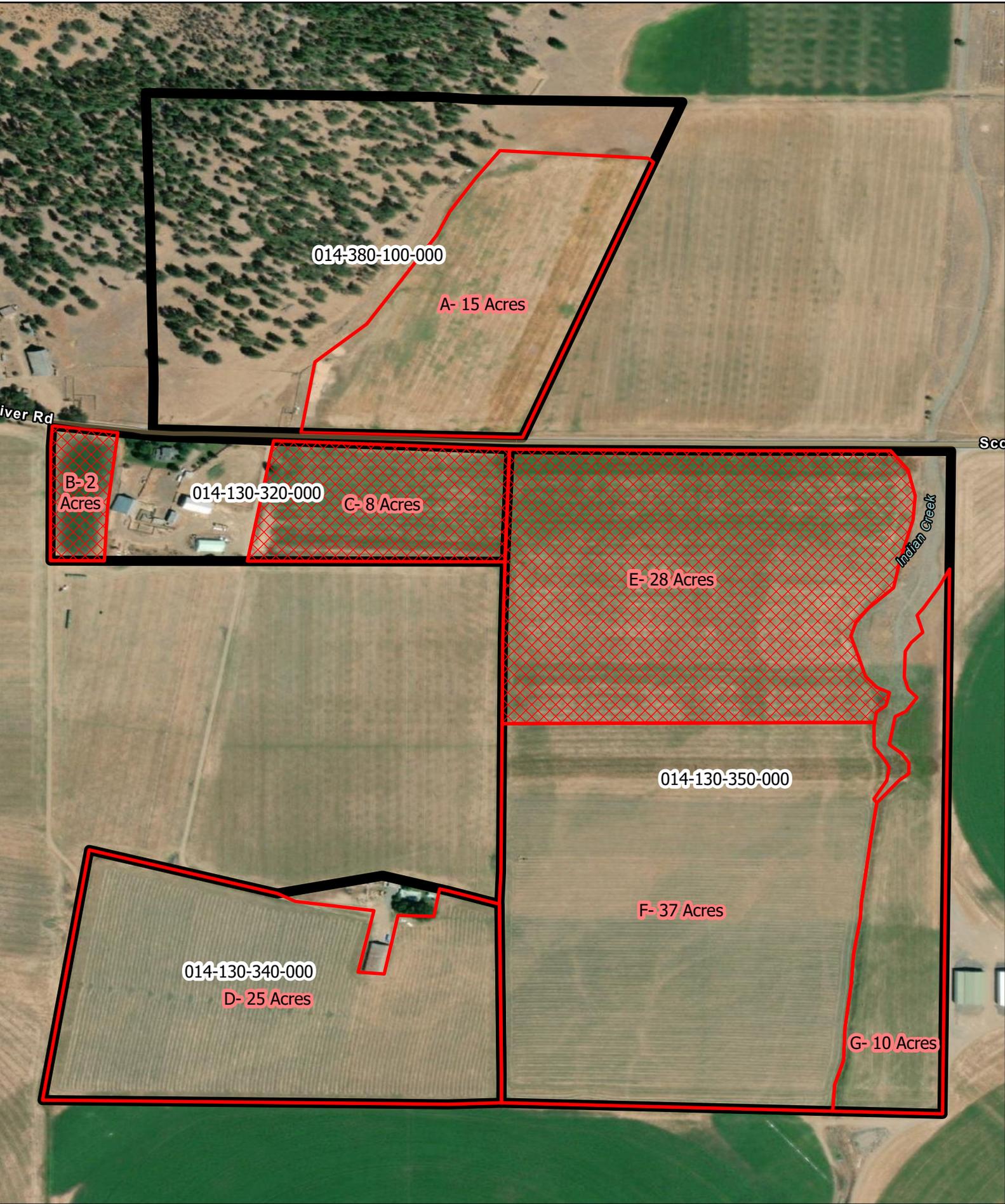
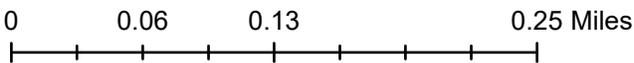
Date Signed: 7/12/2022

Authorized Coordinating Entity Signature:

Sign Here:

Date Signed: 6/29/2022

SUPPORTING INFORMATION

Proposed Hullquist Forbearance



 Irrigate

 Fallow

 Hullquist Parcels