

Matt and Brenda Johnson Family

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March 27, 2022

Via Email

State Water Resources Control Board

1001 I St.

Sacramento, Ca. 95814

RE: 2022 Cooperative Solution – Matt and Brenda Johnson

To Deputy Director:

As authorized by 23 CCR SS 875(f)(4)(D), Matt and Brenda Johnson are providing this letter to further describe its proposed local cooperative solution (LCS) for the 2022 irrigation season.

Historical Irrigation Practices

Wheel Line

We irrigate approximately 27 acres of cultivated seasonal pasture (predominantly grasses and clover) for rotational grazing of cattle and horses. We have one agriculture well that supplies our wheel line and pods. Generally, the wheel line is moved manually each day at approximately 7am and 7pm resulting in two approximately 11.5-hour operation periods during a 24-hour period.

Corners

Since our property is irregularly shaped, certain areas of the property cannot be irrigated with a rectangular wheel line, remaining areas are irrigated using a combination of methods including Irripods (daisy chained ground level sprinklers) and handline (movable aluminum pipe). The corners have the same set time as the wheel line. Two approximately 11.5-hour operation periods during a 24-hour period.

Irrigation season for our seasonal pasture, including 2020 (base year) typically begins about April 1 and continues until the end of October, subject to variance depending on annual temperature and precipitation conditions.

Specific 2022 Conservation Practices

Wheel Line and Corners – Reduced set time. We intend to reduce our two daily wheel line and irripod set times from approximately 11.5 hours to 8 hours. Simply by operating wheel lines and irripods 7 hours less each day, we expect to save 30.43% over historical practices on all irrigated acreage. We intend to maintain a written irrigation log detailing wheel line run times and will present that log to the Cooperating Entity upon request.

Fall 2022 Forbearance. We intend to cease all pasture irrigation by October 31, 2022.

When grazing pastures do not receive reasonably adequate irrigation throughout the normal irrigation season, which is a consequence of this plan, our grazing season becomes shorter, additional supplemental fall/winter feed forage must be purchased at forage prices that are at historically highs this year and permanent plant damage may likely occur and future productivity of pastures may be impaired.

While voluntary conservation and forbearance efforts may tend to improve river conditions, unless the snow pack improves, it is clear that in 2022 no amount of sacrifice by farmers and ranchers will improve river conditions this year. Nonetheless, we are undertaking voluntary conservation measures in good faith to provide an opportunity to improve watershed conditions and to create a more constructive and effective framework for water conservation than involuntary curtailment triggered by river flow standards that are not likely achievable and/or other involuntary regulation. Conservation efforts can create real financial burdens on farmers and ranchers, their families and this community as a whole, especially in a year where forage costs are historically high and cost are escalating on all other inputs from labor to fuel to supplies. We therefore hope you will thoughtfully and diligently consider these voluntary actions as you balance the interests of various stakeholders in our watershed.

Please note that 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. 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 overall thirty percent reduction established by this proposal.

Please advise as to your decision on the acceptability of this plan in lieu of regulatory curtailment as contemplated by 23 CCR SS 875, thank you for your consideration in this matter.

Regards,

Matt and Brenda Johnson

From: [REDACTED]
To: DeLano, Kevin@Waterboards
Cc: [REDACTED]
Subject: LCS 2022
Date: Tuesday, July 12, 2022 2:06:48 PM

EXTERNAL:

Hi Kevin,

[REDACTED]

[REDACTED]

We would like the DFG to join us as the cooperating entity and we are partnering with H&H Land and Livestock Company LLC to meet the minimum acreage requirement of 400 acres. Thank you for your help in this matter, let me know if you need further information.
Brenda and Matt Johnson

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.

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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 March 27, 2022, the Matt and Brenda Johnson (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 field maps incorporated by reference. The proposal uses the year 2020 as the baseline; it includes detailed spreadsheets and a narrative that describes reduced set times for irrigation wheel lines and “corner” acreage. 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 Brian Heffernan's, of the H&H Land & Livestock Co., LLC, Local Cooperative Solution with the understanding that their additional 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 2-3 days 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.
- The written irrigation log described under the wheel line and corners conservation practice, and 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. 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.

Contact Information	
California Department of Fish and Wildlife Carmen Tull klamathwatershed@wildlife.ca.gov 916.203.1947	Matt & Brenda Johnson 

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 the conservation plan readily handy at its residence in the event any questions arise for either party during implementation or monitoring.

Authorized Landowner Signature:

Sign Here: *Brenda Johnson* Date Signed: 6/16/22

Authorized Coordinating Entity Signature:

Sign Here: *Joe Croteau* Date Signed: 6/16/2022
DocuSigned by: E7BB5E1AD9C54C3...

SUPPORTING INFORMATION



Matt & Brenda Johnson

SUMMARY (DRAFT)			
Total Irrigated Seasonal Pasture Acreage		27	
Corner Acreage		9	
Wheeline Acreage		18	
Total AF 2020 All Acres (NON BINDING BASELINE ESTIMATE FOR DISCUSSION PURPOSES ONLY)		108.00	
Total Monthly AF (avg) 2020		15.43	
	Total 2020 Estimated Monthly (AF)	Total Estimated 2022 Monthly Reduction (AF)	Estimated Monthly Reduction %
April	7.71	2.35	30.43%
May	11.57	3.52	30.43%
June	15.43	4.70	30.43%
July	21.21	6.46	30.43%
August	25.07	7.63	30.43%
September	19.29	5.87	30.43%
October	7.71	2.35	30.43%
	Total Estimated 2020 Seasonal (AF)	Total Estimated 2022 Seasonal Reduction (AF)	Estimated Seasonal Redustion %
	108.00	32.87	30.43%

WHEELLINE & CORNER SET TIMES
 Wheelline & Corner Acreage

27.00

Wheelline Savings (%) (reduce sets from 11.5 to 8 hrs) 30.43%
 2020 set length (hours) 11.5
 2022 set length (hours) 8.0
 Minutes in an hour 60.0

	2020 Wheelline & Corner Water Use per set (AF) (baseline)	Estimated number of 2020 sets	2020 Wheelline & Corner Water Use (AF) (baseline)	2022 Wheelline & Corner Water Use Reduction (AF)	2022 Wheelline & Corner Water Use per set (AF)	Estimated number of 2022 sets	2022 Wheelline & Corner Water Use AF
April	0.78	10	7.71	2.35	0.54	10	5.37
May	0.78	15	11.57	3.52	0.54	15	8.05
June	0.78	20	15.43	4.70	0.54	20	10.73
July	0.78	27	21.21	6.46	0.54	27	14.76
August	0.78	32	25.07	7.63	0.54	32	17.44
September	0.78	25	19.29	5.87	0.54	25	13.42
October	0.78	10	7.71	2.35	0.54	10	5.37
Total	5.44		108.00	32.87			75.13

Wheelline (x1): 5 GPM, 47 nozzles
 Corners (k line pods) (x2): 3 GPM, 22 nozzles

GPM

Nozzles

5 47

3 44