



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

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



**VOLUNTARY DROUGHT AGREEMENT  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CAMP MEEKER RECREATION AND PARK DISTRICT  
AND  
THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

This Memorandum of Understanding (MOU) is an authorized permit made and entered into by and between Camp Meeker Recreation and Park District (CMRPD or Permittee) and the California Department of Fish and Wildlife (CDFW; collectively, the Parties). The purpose of this permit is to authorize take during voluntary actions for drought relief of California Endangered Species Act (CESA) listed and non-listed native fish in anadromous waters for management purposes pursuant to Fish and Game Code (FGC) 2081(a), 1002(a), and 1002.5(a).

FGC section 2080 prohibits the import, export, take, possession, purchase, or sale of any species, in whole or in part, that has been listed as threatened or endangered by the California Fish and Game Commission. Take is defined in FGC section 86 as “hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.” However, FGC section 2081(a) allows the CDFW to authorize take and other acts prohibited by FGC 2080 for scientific, educational, or management purposes. This permit authorizes, incidental to voluntary management actions conducted by CMRPD, a limited level of take of CESA-listed and non-listed native fish in waters of the State for management and propagation purposes pursuant to FGC section 2081(a), 1002(a), and 1002.5(a). The permitted activities are further described in this document.

The general elements of this MOU include project eligibility, covered project types (instream flow targets, securing instream flows, fish rescue and relocation, and project monitoring for project effectiveness). For this MOU, Permittee agrees to release water from the CMRPD water system treatment facility into Dutch Bill Creek for the purpose of maintaining streamflow connection between pools used as rearing habitat for juvenile coho salmon and steelhead throughout the dry season.

**PERMIT**

**Project Purpose:**

For this permit, the Permittee agrees to enhance flow in Dutch Bill Creek to support the survival of state and federally endangered Coho salmon (*Oncorhynchus kisutch*) south of Punta Gorda (Humboldt County), California and federally threatened

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Steelhead (*Oncorhynchus mykiss*) during the summer and fall of 2022. Flow releases by the Permittee will be initiated on a schedule developed with CDFW for the purpose of maintaining streamflow connection between pools that provide critical over-summer rearing habitat for juvenile salmon and Steelhead in Dutch Bill Creek. Without supplementation of water, this section of Dutch Bill Creek would go dry and/or water quality would become lethal to juvenile salmon and Steelhead.

**Federal/State Agency Permitting Requirements:**

Before voluntary drought actions can begin, Permittee must determine that no other permits are required from any Federal, State, or local agency to carry out the activity. Where feasible, CDFW will assist the Permittee in acquiring permits expeditiously.

Permittee will obtain any permits required by the State Water Resources Control Board, Division of Water Rights for Water Right Permit 21198 prior to the flow release.

If, at any time during the agreement period, habitat parameters are judged as unsuitable for supporting listed and non-listed native fish by CDFW Permittee will modify the flow rate or terminate releases if such releases are not benefiting stream habitat conditions.

**Project Description:**

Targeted Flow Conservation / Securing Instream Flows

The purpose of the project is to release water from the CMRPD water system treatment facility into Dutch Bill Creek with the goal of maintaining flows sufficient for downstream pools to be connected throughout the dry season. Permittee sources its water from two wells in Monte Rio, at the downstream end of the Dutch Bill watershed, and it is pumped via a six-inch pipeline to the treatment facility at Alliance Redwoods Conference Grounds (ARCG), where it is sanitized before being distributed to users throughout the CMRPD and Occidental Community Services District systems. Water is held in a 7,500-gallon tank at the facility prior to being treated, and it is from this tank that water is released into the creek. The release infrastructure consists of a two-inch HDPE pipe running on the ground surface from the tank to the release point approximately 400 feet away. The pipeline crosses Bohemian Highway via a road drainage culvert and is released into a constructed channel 30 feet downstream of the culvert outlet. From the release point, the water flows approximately 125 feet to the channel's confluence with Dutch Bill Creek, near the downstream end of the ARCG property. The rate of flow is monitored using a meter installed at the tank outlet and controlled by means of a manual valve at the end of the release pipeline. The maximum optimal flow rate is 40 gallons per minute. The outlet is configured to aerate the water as it is released to maximize dissolved oxygen, and further aeration occurs as it flows

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down the relatively steep constructed channel. Temporary measures may be taken to insulate the two-inch pipeline to maintain appropriate water temperatures.

The target rate of release to Dutch Bill Creek is 0.1 cfs, but actual diversion rates may vary based on instream flow conditions, facilities constraints, and the terms of Permit 21198. The total volume of water released will not exceed 35 acre-feet annually. CDFW will work directly with the Permittee to initiate flow releases and adjust as needed throughout the release period. The flow releases will continue up to the first substantial rain event or until flow conditions in Dutch Bill Creek recover to a minimum of 0.1 cfs, but not after December 31.

### Monitoring Program

Water quality for the flow release by Permittee is monitored no less frequently than weekly by staff from Russian River Utility (RRU), the operator of the CMRPD system, as well as by Gold Ridge Resource Conservation District (GRRCD) staff. RRU staff verify the flow rate and take weekly readings of water temperature (°C) and dissolved oxygen (mg/l) at the following locations: the release point; the point where released water enters Dutch Bill Creek; upstream of the entry point; downstream of the entry point. GRRCD staff collect identical data on an intermittent basis.

Stream gauging is used to calculate the flow impact of the water release. Trout Unlimited operates stream gauges on ARCG property upstream of the release point and at the Westminster Woods camp approximately ¼ mile downstream. Stage readings are taken at 15-minute intervals, and flow measurements are taken for rating curve development and verification approximately once monthly throughout the dry season.

CDFW, in partnership with the Russian River Salmon and Steelhead Monitoring Program, will survey environmental conditions in the stream. This will likely include a combination of wetted habitat surveys, water quality monitoring and juvenile distribution surveys. These data may be used to adjust flow releases to improve effectiveness.

### GENERAL CONDITIONS

This permit does not relieve the Permittee of the responsibility to obtain any other permits, or comply with any other Federal, State, or local laws or regulations. It is the responsibility of the Permittee to know the boundaries and managing authority of specifically designated protected areas or sanctuaries.

This permit does not authorize translocation of fish. This permit does not authorize the intentional euthanizing or culling of non-native aquatic species.

The provisions of this permit may be amended by CDFW with reasonable notice to the Permittee.

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This permit may be revoked in CDFW's sole discretion in the event of a failure to comply with the activities and conditions contained herein.

RESPONSIBLE PARTIES

The terms, conditions, and obligations of this permit shall be binding upon the Permittee.

<p><u>Project Coordinator:</u> Cheryl Doran-Girard Camp Meeker Recreation and Park District P.O. Box 461 Camp Meeker, CA 95419 (707) 696-2876 <a href="mailto:admin@campmeeker.org">admin@campmeeker.org</a></p>	<p><u>CDFW MOU Contact:</u> Shay Richardson Senior Environmental Scientist 2825 Cordelia Road, Suite 100 Fairfield, CA 94534 (707) 477-6819 <a href="mailto:Shay.Richardson@wildlife.ca.gov">Shay.Richardson@wildlife.ca.gov</a></p>
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REPORTING

By mail or e-mail, the Permittee shall provide a written, annual report that documents all activities completed during the calendar year. The annual report shall be submitted by January 31 of the following year and include the following: project description, results, discussion of efficacy, etc. The annual report should be sent to the CDFW MOU contact listed in the Responsible Parties section above.

Failure to submit the information outlined above may preclude renewal of this permit or may impact the eligibility of responsible parties to renew or secure subsequent California Scientific Collecting Permits (SCP) or MOUs.

CDFW contacts for notification:

<p><u>Fisheries Branch</u> Jonathan Nelson Environmental Program Manager 1010 Riverside Parkway West Sacramento, CA 95605 <a href="mailto:Jonathan.Nelson@wildlife.ca.gov">Jonathan.Nelson@wildlife.ca.gov</a></p>	<p><u>Bay Delta Region</u> Craig Weightman Environmental Program Manager 2825 Cordelia Road, Suite 100 Fairfield, CA 94534 <a href="mailto:Craig.Weightman@wildlife.ca.gov">Craig.Weightman@wildlife.ca.gov</a></p>
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EFFECTIVE DATE AND TERMINATION

This permit shall commence on the date of execution and, unless amended, will terminate on December 31, 2022.

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If there are substantial changes in conditions, including changes in study methodology, changes in study location, or changes in conditions that may affect other fish and wildlife resources, CDFW may, at its discretion, amend or terminate this permit.

A 30-day written notification is required prior to early termination by either party.

#### AMENDMENTS

Amendments to this permit, including renewals, may be proposed by either party and shall become effective when both parties sign a written modification to this permit.

#### DISCLAIMER

CDFW shall incur no fiscal obligation under this permit. CDFW shall not incur any liability or responsibility for actions taken under this permit.

As required by the Anti-Deficiency Act, 31 U.S.C. §§1341 and 1342, all commitments made by the federal agencies in this permit are subject to the availability of federally appropriated funds. Nothing in this permit obligates any Party to expend federal appropriations or to enter any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with budget priorities. Any transaction involving reimbursement or contribution of funds between the Parties to this permit will be handled in accordance with applicable laws, regulations, and procedures under separate written agreement(s) under the appropriate statutory authority. This permit does not provide such authority.

This permit does not confer or create any right or benefit, substantive or procedural, enforceable at law or in equity, by persons who are not party to this agreement, against the Parties, their officers, employees, or agents, or any other person. This permit does not apply to any person outside of the named Parties in this permit.

This permit neither expands nor is in derogation of those powers and authorities vested in the Parties by applicable laws, statutes, regulations, or Executive Orders, nor does it modify or supersede any other applicable interagency agreements existing as of the date of this permit. Furthermore, this permit does not in any manner affect the statutory authorities and responsibilities of the Parties.

This permit is not intended and shall not be construed to waive in any way the sovereign immunity of the United States, or any of its departments, agencies or instrumentalities, including the agencies that are Parties to this permit. The Parties agree that should a third-party claim arise under the terms and conditions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346 and 2671 et seq., based on negligence or a wrongful act or omission, the Party whose employee(s) conduct gave rise to the claim shall be responsible for the investigation and disposition of said claim. For claims

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involving conduct of employees of more than one Party arising out of a joint activity conducted pursuant to this permit, the Parties will work cooperatively to determine which entity will be primarily responsible for the investigation and disposition of the claim.

THE PARTIES HAVE EXECUTED THIS MOU TO BE IN EFFECT AS OF THE DATE LAST WRITTEN BELOW.

DocuSigned by:  
*Erin Chappell*  
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Date: 5/19/2022  
Erin Chappell  
Regional Manager  
California Department of Fish and Wildlife

DocuSigned by:  
*Anthony Tominia*  
01E73F4177384B3...  
Date: 5/19/2022  
Anthony Tominia  
Board President  
Camp Meeker Recreation and Park District