

# RECLAMATION

*Managing Water in the West*

FINDING OF NO SIGNIFICANT IMPACT

## **Central Valley Project Interim Renewal Contracts for Cities of Avenal, Coalinga, Huron, and Calif. Dept. Fish & Wildlife for Contract Years 2019-2021**

FONSI-18-017



U.S. Department of the Interior  
Bureau of Reclamation  
South-Central California Area Office

November 2018

## **Mission Statements**


The mission of the Department of the Interior is to conserve and manage the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provide scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honor the Nation's trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities to help them prosper.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

**BUREAU OF RECLAMATION**  
**South-Central California Area Office, Fresno, California**

**FONSI-18-017**

**Central Valley Project Interim Renewal  
Contracts for Cities of Avenal, Coalinga,  
Huron, and Calif. Dept. Fish & Wildlife for  
Contract Years 2019-2021**

  
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Recommended by: Michael P. Jackson, P.E.  
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12/13/2018  
Date

  
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12/21/2018  
Date

  
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Approved by:  
~~\_\_\_\_\_~~ Regional Director

2/28/19  
Date



## Introduction

In accordance with Section 3404(c) of the Central Valley Project Improvement Act (CVPIA), the Bureau of Reclamation (Reclamation) proposes to execute four interim renewal contracts beginning March 1, 2018 (Table 1). These four interim renewal contracts would be renewed for a two-year period from March 1, 2019 through February 28, 2021. In the event a new long-term renewal contract for water service is executed, the interim renewal contract then-in-effect would be superseded by the long-term renewal contract.

Table 1 Contractors, Current Contracts, and Existing Contract Amounts

Contractor	Contract Number	Contract Quantity (acre-feet per year)
California Department of Fish & Wildlife <sup>1</sup>	14-06-200-8033A-IR5	10
City of Avenal	14-06-200-4619A-IR5	3,500
City of Coalinga	14-06-200-4173A-IR5	10,000
City of Huron	14-06-200-7081A-IR5	3,000

Reclamation prepared Environmental Assessment (EA)-18-017, *Central Valley Project Interim Renewal Contracts for Cities of Avenal, Coalinga, Huron, and Calif. Dept. Fish & Wildlife for Contract Years 2019-2021*, in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, to consider potential impacts of issuing a two-year renewal contract. The EA is tiered to the Central Valley Project Improvement Act (CVPIA) Programmatic Environmental Impact Statement (PEIS), October 1999. This FONSI is supported by the attached EA, which is incorporated by reference.

## Background

Interim renewal contracts have been and continue to be executed pursuant to the CVPIA to provide a bridge between the expiration of the original long-term water service contracts and the execution of new long-term water service contracts. The interim renewal contracts reflect current Reclamation law, including modifications resulting from the Reclamation Reform Act and applicable CVPIA requirements. The initial interim renewal contracts were negotiated beginning in 1994 for contractors whose long-term renewal contracts were expiring, with an initial interim period not to exceed three years in length, and for subsequent renewals for periods of two years or less to provide continued water service. Many of the provisions from the interim renewal contracts were assumed to be part of the contract renewal provisions in the description of the PEIS Preferred Alternative.

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<sup>1</sup> Previously known as California Department of Fish and Game

## **Alternatives Considered**

### **No Action**

Under the No Action alternative, the Cities of Avenal, Coalinga, and Huron as well as the California Department of Fish and Wildlife (CDFW) would no longer be able to receive up to 16,510 acre-feet (AF) per year of CVP water pursuant to the contracts listed in Table 1 (10 AF for CDFW, 3,500 AF for Avenal, 10,000 AF for Coalinga, and 3,000 AF for Huron).

Reclamation would continue to pursue execution of long-term contract renewals for the Cities and CDFW as mandated by Section 3404(c) of the CVPIA. However, until such time as the environmental documentation was completed for these long-term contracts, there would be no contractual mechanism for Reclamation to deliver CVP water to the contractors and the existing water supply needs for their customers would be unmet as CVP water is their only source of water supply.

### **Proposed Action**

Under the Proposed Action, Reclamation would execute interim renewal contracts for the contracts listed in Table 1 for a two-year period (March 1, 2019 through February 28, 2021) as described in Section 2.2 of EA-18-017.

### ***Environmental Commitments***

Reclamation, CDFW, and the Cities of Avenal, Coalinga, and Huron shall implement the environmental protection measures listed in Table 2 of EA-18-017. Environmental consequences for resource areas assume the measures specified would be fully implemented

## **Comments on the EA**

Reclamation provided the public with the opportunity to comment on the Draft FONSI and Draft EA between October 19, 2018 and November 19, 2018. No comments were received.

## **Findings**

In accordance with NEPA, Reclamation has determined that the approval of the Proposed Action is not a major federal action that will significantly affect the quality of the human environment; consequently, an environmental impact statement is not required.

The following reasons are why the impacts from the proposed action are not significant:

- The proposed action will not significantly affect public health or safety (40 CFR 1508.27(b)(2)).
- The proposed action will not significantly affect natural resources and unique geographical characteristics such as proximity to historic or cultural resources; parks, recreation, and refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or

principal drinking water aquifers; prime farmlands; wetlands (Executive Order (EO) 11990); flood plains (EO 11988); national monuments; migratory birds; and other ecologically significant or critical areas (40 CFR 1508.27(b)(3)).

- There is no potential for the effects to be considered highly controversial (40 CFR 1508.27(b)(4)).
- The proposed action will not have possible effects on the human environment that are highly uncertain or involve unique or unknown risks (40 CFR 1508.27(b)(5)).
- The proposed action will neither establish a precedent for future actions with significant effects nor represent a decision in principle about a future consideration (40 CFR 1508.27(b)(6)).
- The proposed action will not have cumulatively significant impacts (40 CFR 1508.27(b)(7)).
- The proposed action will not significantly affect historic properties (40 CFR 1508.27(b)(8)).
- The proposed action will not significantly affect listed or proposed threatened or endangered species, or its habitat that has been determined to be critical under the Endangered Species Act of 1973 (40 CFR 1508.27(b)(9)).
- The proposed action will not threaten a violation of Federal, State, tribal or local law or requirements imposed for the protection of the environment (40 CFR 1508.27(b)(10)).
- The proposed action will not affect any Indian Trust Assets (512 DM 2, Policy Memorandum dated December 15, 1993).
- Implementing the proposed action will not disproportionately affect minorities or low-income populations and communities (EO 12898).
- The proposed action will not limit access to, and ceremonial use of, Indian sacred sites on Federal lands by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 13007 and 512 DM 3).

# RECLAMATION

*Managing Water in the West*

**Final Environmental Assessment**

## **Central Valley Project Interim Renewal Contracts for Cities of Avenal, Coalinga, Huron, and Calif. Dept. Fish & Wildlife for Contract Years 2019-2021**

**EA-18-017**



U.S. Department of the Interior  
Bureau of Reclamation  
South-Central California Area Office

**November 2018**



## **Mission Statements**

The mission of the Department of the Interior is to conserve and manage the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provide scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honor the Nation's trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities to help them prosper.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

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## Section 1 Introduction

The Bureau of Reclamation (Reclamation) provided the public with an opportunity to comment on the Draft Finding of No Significant Impact (FONSI) and Draft Environmental Assessment (EA) between October 19, 2018 and November 19, 2018. No comments were received. Changes between this Final EA and the Draft EA, which are not minor editorial changes, are indicated by vertical lines in the left margin of this document.

### 1.1 Background

On October 30, 1992, the President signed into law the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575) which included Title 34, the Central Valley Project Improvement Act (CVPIA). The CVPIA amended previous authorizations of the Central Valley Project (CVP) to include fish and wildlife protection, restoration, and mitigation as project purposes having equal priority with irrigation and domestic water supply uses, and fish and wildlife enhancement as having an equal priority with power generation. Through the CVPIA, the Bureau of Reclamation (Reclamation) is developing policies and programs to improve the environmental conditions that were affected by the operation and maintenance (O&M) and physical facilities of the CVP. The CVPIA also includes tools to facilitate larger efforts in California to improve environmental conditions in the Central Valley and the San Francisco Bay-Delta system.

Section 3404(c) of the CVPIA directs the Secretary of the Interior to renew existing CVP water service and repayment contracts following completion of a Programmatic Environmental Impact Statement (PEIS) and other needed environmental documentation by stating that:

... the Secretary shall, upon request, renew any existing long-term repayment or water service contract for the delivery of water ... for a period of 25 years and may renew such contracts for successive periods of up to 25 years each ... [after] appropriate environmental review, including preparation of the environmental impact statement required in section 3409 [i.e., the CVPIA PEIS] ... has been completed.

Reclamation released a Draft PEIS on November 7, 1997. An extended comment period closed on April 17, 1998. The U.S. Fish and Wildlife Service (USFWS) became a co-lead agency in August 1999. Reclamation and the USFWS released the Final PEIS in October 1999 (Reclamation 1999) and the Record of Decision (ROD) in January 2001. The CVPIA PEIS analyzed a No Action Alternative, 5 Main alternatives, including a Preferred Alternative, and 15 Supplemental Analyses. The alternatives included implementation of the following programs: Anadromous Fish Restoration Program with flow and non-flow restoration methods and fish passage improvements; Reliable Water Supply Program for refuges and wetlands identified in the 1989 Refuge Water Supply Study and the San Joaquin Basin Action Plan; Protection and restoration program for native species and associated habitats; Land Retirement Program for

willing sellers of land characterized by poor drainage; and CVP Water Contract Provisions for contract renewals, water pricing, water metering/monitoring, water conservation methods, and water transfers.

The CVPIA PEIS provided a programmatic evaluation of the impacts of implementing the CVPIA including impacts to CVP operations north and south of the Sacramento-San Joaquin River Delta (Delta). The PEIS addressed the CVPIA's region-wide impacts on communities, industries, economies, and natural resources and provided a basis for selecting a decision among the alternatives.

Section 3404(c) of the CVPIA further provides for the execution of interim renewal contracts for contracts which expired prior to completion of the CVPIA PEIS by stating that:

No such renewals shall be authorized until appropriate environmental review, including the preparation of the environmental impact statement required in section 3409 of this title, has been completed. Contracts which expire prior to the completion of the environmental impact statement required by section 3409 [i.e., the CVPIA PEIS] may be renewed for an interim period not to exceed three years in length, and for successive interim periods of not more than two years in length, until the environmental impact statement required by section 3409 has been finally completed, at which time such interim renewal contracts shall be eligible for long-term renewal as provided above.

Interim renewal contracts have been and continue to be undertaken under the authority of the CVPIA to provide a bridge between the expiration of the original long-term water service contracts and the execution of new long-term water service contracts as provided for in the CVPIA.

The interim renewal contracts reflect current Reclamation law, including modifications resulting from the Reclamation Reform Act and applicable CVPIA requirements. The initial interim renewal contracts were negotiated beginning in 1994 for contractors whose long-term renewal contracts were expiring, with an initial interim period not to exceed three years in length, and for subsequent renewals for periods of two years or less to provide continued water service. Many of the provisions from the interim renewal contracts were assumed to be part of the contract renewal provisions in the description of the PEIS Preferred Alternative.

The PEIS did not analyze site specific impacts of contract renewal but rather CVP-wide impacts of execution of long-term renewal contracts. Consequently, as long-term renewal contract negotiations are completed, Reclamation prepares environmental documents that tier from the PEIS to analyze the local effects of execution of long-term renewal contracts at the division, unit, or facility level (see Section 1.1.1). Agencies are encouraged to tier their environmental impact statements to eliminate repetitive discussions of the same issues and to focus on the actual issues ripe for decision at each level of environmental review (40 CFR 1502.20). Tiering refers to the coverage of general matters in broader environmental impact statements with site-specific environmental analyses for individual actions. Environmental analysis for the interim renewal contracts is tiered from the PEIS to analyze site specific impacts. Consequently, the analysis in the PEIS as it relates to the implementation of the CVPIA through contract renewal and the

environmental impacts of implementation of the PEIS Preferred Alternative are foundational and laid the groundwork for this document.

In accordance with Section 3404(c) of the CVPIA, Reclamation proposes to execute four interim renewal contracts with the contractors listed in Table 1. These four interim renewal contracts would be renewed for a two-year period from March 1, 2019 through February 28, 2021. In the event a new long-term renewal contract for water service is executed, the interim renewal contract then-in-effect would be superseded by the long-term renewal contract.

Table 1 Contractors, Existing Contract Amounts, and Expiration Dates

Contractor	Contract Number	Contract Quantity (acre-feet)	Expiration of Existing Interim Renewal Contract
California Department of Fish & Wildlife <sup>1</sup>	14-06-200-8033A-IR5	10	2/28/2019
City of Avenal	14-06-200-4619A-IR5	3,500	2/28/2019
City of Coalinga	14-06-200-4173A-IR5	10,000	2/28/2019
City of Huron	14-06-200-7081A-IR5	3,000	2/28/2019

Reclamation has prepared this EA, which tiers from the PEIS, to determine the site specific environmental effects of any actions resulting from the execution of these six interim renewal contracts. The following previous interim renewal EAs, which tiered from the PEIS, were prepared for these contracts and approved as follows:

- EA-16-015, *Central Valley project interim Renewal Contracts for Cities of Avenal, Coalinga, Huron and the California Department of Fish and Wildlife 2017-2019* (Reclamation 2017) which covered contract years<sup>2</sup> 2017 through 2019.
- EA-14-008, *Central Valley Project Interim Renewal Contracts for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Wildlife 2015-2017* (Reclamation 2015) which covered contract years 2015 through 2017.
- EA-12-046, *Central Valley Project Interim Renewal Contracts for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Game 2013-2015* (Reclamation 2013) which covered contract years 2013 through 2015.
- EA-09-101, *San Luis Unit Water Service Interim Renewal Contracts 2010-2013* (Reclamation 2010) which covered contract years 2011 through 2013.
- EA-07-056, *San Luis Unit Water Service Interim Renewal Contracts – 2008-2011* (Reclamation 2007) which covered the contract years 2008 through 2011.

### 1.1.1 Long Term Renewal Contracts

CVP water service contracts are between the United States and individual water users or districts and provide for an allocated supply of CVP water to be applied for beneficial use. Water service contracts are required for the receipt of CVP water under federal Reclamation law and among other things stipulates provisions under which a water supply is provided, to produce revenues sufficient to recover an appropriate share of the federal government's capital investment, and to pay the annual O&M costs of the CVP.

<sup>1</sup> Previously known as California Department of Fish and Game

<sup>2</sup> A contract year is from March 1 of a particular year through February 28/29 of the following year.

The current status of long-term contract renewals and associated environmental documentation by CVP Division is described below.

***Friant Division, Hidden Unit, Buchanan Unit***

Reclamation completed a site-specific EA/FONSI in 2001 for long-term contract renewals for the Friant Division, Hidden Unit, and Buchanan Unit of the CVP (Reclamation 2001b). Twenty-five of the 28 Friant Division long-term renewal contracts were executed between January and February 2001, and the Hidden Unit and Buchanan Unit long-term renewal contracts were executed in February 2001. The Friant Division long-term renewal contracts with the City of Lindsay, Lewis Creek Water District, and City of Fresno were executed in 2005. In accordance with Section 10010 of the Omnibus Public Land Management Act of 2009 (Public Law 111-11), Reclamation entered into 24 Friant Division 9(d) Repayment Contracts by December 2010.

***Sacramento River Settlement Contracts and Colusa Drain Mutual Water Company***

Reclamation completed a site-specific Environmental Impact Statement (EIS)/ROD in 2005 for long-term contract renewals for the Sacramento River Settlement Contracts and the Colusa Drain Mutual Water Company (Reclamation 2005a). The 147 Sacramento River Settlement Contracts were executed in 2005, and the Colusa Drain Mutual Water Company contract was executed on May 27, 2005. A revised EA/FONSI for the long-term renewal contract for the Feather Water District water-service replacement contract was completed August 15, 2005 (Reclamation 2005b) and the long-term renewal contract was executed on September 27, 2005.

***Shasta, Trinity, and Sacramento River Divisions***

Reclamation completed site-specific EA/FONSIs in 2005 for long-term contract renewals for the Shasta Division and Trinity River Divisions (Reclamation 2005c) and the Black Butte Unit, Corning Canal Unit, and the Tehama-Colusa Canal Unit of the Sacramento River Division (Reclamation 2005d). All long-term renewal contracts for the Shasta, Trinity and Sacramento River Divisions covered in these environmental documents were executed between February and May 2005. As Elk Creek Community Services District's long-term contract didn't expire until 2007 they chose not to be included at that time. Reclamation continues to work on long-term renewal contract environmental documentation for Elk Creek Community Services District.

***Delta Division and U.S. Department of Veterans Affairs***

Reclamation completed a site-specific EA/FONSI in 2005 for long-term contract renewals for the Delta Division (Reclamation 2005e) and the U.S. Department of Veterans Affairs (Reclamation 2005f). In 2005, Reclamation executed 17 Delta Division long-term renewal contracts, including the U.S. Department of Veterans Affairs.

Regarding certain long term contract renewals related to the Sacramento River Settlement contracts and certain Delta Division contracts, the Ninth Circuit recently held that the original Sacramento River Settlement contracts did not strip Reclamation of all discretion at contract renewal, such that Reclamation was not obligated to consult under section 7 of the Endangered Species Act (ESA). The court also held that environmental plaintiffs have standing to challenge the renewal of the Delta Division contracts under section 7 of the ESA, even though the contracts include shortage provisions that allow Reclamation to completely withhold Project water for certain legal obligations. The court additionally found that Reclamation, even though full

contract deliveries were analyzed in the 2008 delta smelt biological opinion, has yet to consult on specific contract terms to benefit delta smelt. The matter has been remanded to the District Court. Since that time, Reclamation reinitiated consultation with the USFWS on execution of the Sacramento River Settlement contracts, and the USFWS concurred that the effects of executing the contracts were addressed in the 2008 delta smelt biological opinion. The complaint has since been amended to challenge the USFWS' concurrence and raise new claims related to the 2009 salmon biological opinion issued by the National Marine Fisheries Service (NMFS). The litigation continues, but the contracts remain effective.

### ***Contra Costa Water District***

Reclamation completed a site-specific EA/FONSI in 2005 for long-term contract renewal for the Contra Costa Water District (Reclamation 2005g) and executed a long-term renewal contract in 2005.

### ***American River Division***

Reclamation completed a site-specific EIS/ROD in 2006 for long-term contract renewals for the majority of the American River Division (Reclamation 2006b). The American River Division has seven contracts that are subject to renewal. The ROD for the American River long-term renewal contract EIS was executed for five of the seven contractors. Reclamation continues to work on long-term renewal contract environmental documentation for the other two contractors.

### ***San Felipe Division***

On March 28, 2007, the San Felipe Division existing contracts were amended to incorporate some of the CVPIA requirements; however, the long-term renewal contracts for this division were not executed. The San Felipe Division contracts expire December 31, 2027. Reclamation continues to work on long-term renewal contract environmental documentation for the San Felipe Division.

### ***Pending Long-term Contracts***

Long-term renewal contracts have not been completed for the City of Tracy, Cross Valley contractors, the San Luis Unit (which includes the contractors listed in Table 1), and the 3-way partial assignment from Mercy Springs Water District to Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and Westlands Water District Distribution District #1 pending completion of appropriate environmental documents.

## **1.2 Need for the Proposed Action**

Interim renewal contracts are needed to provide for the continued beneficial use of the water developed and managed by the CVP and for the continued reimbursement to the federal government for costs related to the construction and operation of the CVP. Additionally, CVP water is essential to continue the municipal viability for these contractors.

As described in Section 1.1.1, execution of long-term renewal contracts for the contracts listed in Table 1 is still pending. The Proposed Action is to execute four interim renewal contracts in order to extend the term of the contractors' existing interim renewal contracts for two years, beginning March 1, 2019 and ending February 28, 2021. Execution of these four interim



renewal contracts is needed to continue delivery of CVP water to these contractors, and to further implement CVPIA Section 3404(c), until their new long-term renewal contract can be executed. These long-term renewal contracts have generally been negotiated but cannot be finalized until site specific environmental review is completed.

## **1.2 Scope**

Reclamation has prepared this EA, which tiers from the PEIS, to determine the site specific environmental effects of actions resulting from the proposed execution of the interim renewal contracts listed in Table 1 (see Figure 1). The water would be delivered for municipal and industrial (M&I) purposes within Reclamation's existing water right place of use. The water would be delivered within the contractors' existing service area boundaries using existing facilities for a period of up to two years.

Ongoing CVP operations concerning Delta exports are outside the scope of this EA. No changes to CVP operations in the Delta or upstream are part of the Proposed Action. The diversion of CVP water for export to south-of-Delta contractors was described in the PEIS (see Chapter III of the PEIS). These exports include up to 1,980,000 AF for agricultural contractors, up to 880,000 AF for the San Joaquin River Exchange Contractors and certain other prior water rights settlement contractors, and up to 160,000 AF for M&I contractors. In addition, on January 11, 2016, Reclamation issued a ROD (Reclamation 2016b) addressing the environmental effects of implementing reasonable and prudent alternatives (RPAs) affecting the CVP/State Water Project (SWP) long-term operations (LTO). Because the proposed execution of interim renewal contracts is administrative in nature and does not affect the operations of the CVP or SWP, this EA covers the site specific environmental analysis of issuing the proposed interim renewal contracts over a two year period, with CVP operations continuing as assumed in the PEIS.

## **1.3 Issues Related to CVP Water Use Not Analyzed**

### **1.4.1 Contract Service Areas**

No changes to any contractor's service area are included as a part of the alternatives or analyzed within this EA. Reclamation's approval of a request by a contractor to change its existing service area would be a separate discretionary action. Separate appropriate environmental compliance and documentation would be completed before Reclamation approves a land inclusion or exclusion to any contractor's service area.

### **1.4.2 Water Transfers and Exchanges**

No sales, transfers, or exchanges of CVP water are included as part of the alternatives or analyzed within this EA. Reclamation's approvals of water sales, transfers, and exchanges are separate discretionary actions requiring separate additional and/or supplementary environmental compliance. Approval of these actions is independent of the execution of interim renewal contracts. Pursuant to Section 3405 of the CVPIA, transfers of CVP water require appropriate site-specific environmental compliance. Appropriate site-specific environmental compliance is also required for all CVP water exchanges.

### **1.4.3 Contract Assignments**

Assignments of CVP contracts are not included as part of the alternatives or analyzed within this EA. Reclamation's approvals of any assignments of CVP contracts are separate, discretionary actions that require their own environmental compliance and documentation.

### **1.4.4 Warren Act Contracts**

Warren Act contracts between Reclamation and water contractors for the conveyance of non-federal water through federal facilities or the storage of non-federal water in federal facilities are not included as a part of the alternatives or analyzed within this EA. Reclamation decisions to enter into Warren Act contracts are separate actions and independent of the execution of interim renewal contracts. Separate environmental compliance would be completed prior to Reclamation executing Warren Act contracts.

### **1.4.5 Purpose of Water Use**

Use of contract water for agricultural and/or M&I use under the proposed interim renewal contracts would not change from the purpose of use specified in the existing contracts. Any change in use for these contracts would be separate, discretionary actions that require their own environmental compliance and documentation.

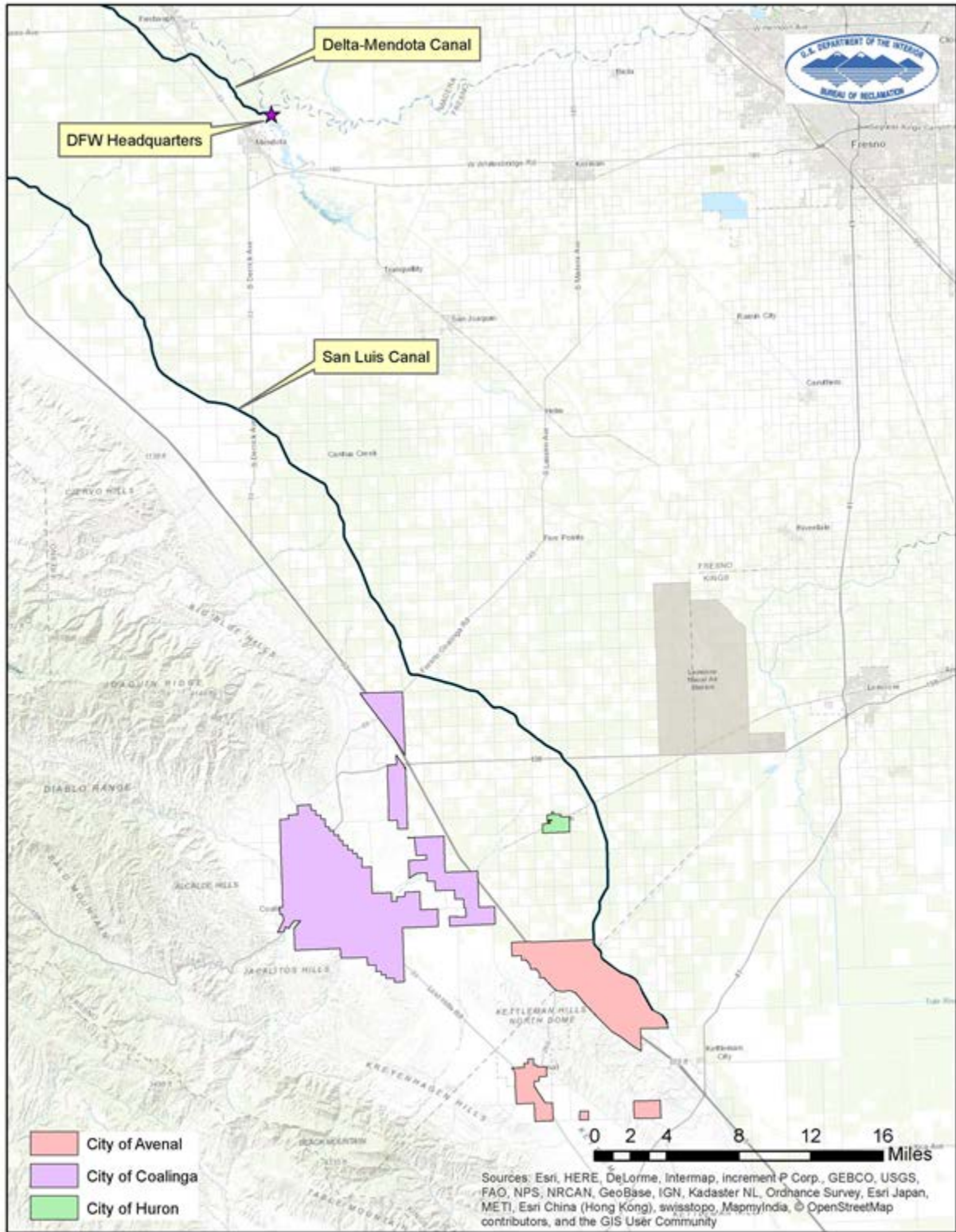


Figure 1 Proposed Action Area

## Section 2 Alternatives Including the Proposed Action

This EA considers two possible actions: the No Action Alternative and the Proposed Action. The No Action Alternative reflects future conditions without the Proposed Action and serves as a basis of comparison for determining potential effects to the human environment.

### 2.1 No Action Alternative

Under the No Action alternative, the Cities of Avenal, Coalinga and Huron, as well as the California Department of Fish and Wildlife (CDFW) would no longer be able to receive up to 16,510 acre-feet (AF) per year of CVP water pursuant to the contracts listed in Table 1 (10 AF for CDFW, 3,500 AF for Avenal, 10,000 AF for Coalinga, and 3,000 AF for Huron). Reclamation would continue to pursue execution of long-term contract renewals for the Cities of Avenal, Coalinga, Huron and CDFW as mandated by Section 3404(c) of the CVPIA. However, until such time as the environmental documentation was completed for these long-term contracts, there would be no contractual mechanism for Reclamation to deliver CVP water to the contractors and the existing water supply needs for their customers would be unmet as CVP water is their only source of water supply.

Under the No Action alternative, Reclamation would continue to deliver up to full CVP water contract amounts to other south-of-Delta CVP contractors consistent with CVP operations as analyzed in the PEIS, accounting for hydrologic conditions and regulatory and environmental requirements.

In general, for most water year types, Reclamation does not anticipate a change in CVP pumping in the Delta or operations under the No Action alternative, as water would continue to be diverted and stored upstream of the Delta consistent with CVP operations described in the PEIS. However, it is possible that in wetter years the up to 16,510 AF that otherwise would have been made available to the Cities and CDFW would be re-apportioned either by (1) re-allocating to other south-of-Delta CVP contractors including wildlife refuges, (2) retained in upstream CVP storage, (3) released for use by other water rights diverters, and/or (4) passed through the Delta un-diverted by Reclamation. The method by which Reclamation would determine this re-apportionment is outside the scope of this EA. The actual re-apportionment would be dependent on specific hydrologic conditions, as well as regulatory, and environmental requirements at issue.

The amount of water that would actually be available for re-apportionment would depend on the amount that otherwise would have been allocated to the Cities and CDFW. For example, as shown in Table 6 in Section 3.5.1 below, in 2017 and 2016, the Cities and CDFW received allocations of 100% and 55% of their maximum contract amount, respectively. Therefore, the amount available for re-apportionment under the No Action alternative would have been 100% and 55% of their maximum contract amount in those years.

## 2.2 Proposed Action

Under the Proposed Action, Reclamation would execute interim renewal contracts for the contracts listed in Table 1 for a two-year period (March 1, 2019 through February 28, 2021). CDFW would continue to receive up to 10 AF per year, City of Avenal would continue to receive up to 3,500 AF per year, City of Coalinga would continue to receive up to 10,000 AF, and the City of Huron would continue to receive up to 3,000 AF per year of CVP water pursuant to the new two-year interim renewal contracts.

For purposes of this EA, the following assumptions are included in the Proposed Action:

- Execution of each interim renewal contract is considered to be a separate action;
- The contracts would be renewed with the existing maximum contract quantities shown in Table 1; and
- Reclamation would continue to comply with commitments made or requirements imposed by applicable environmental documents, such as existing biological opinions including any obligations imposed on Reclamation resulting from re-consultations.

The four interim renewal contracts listed in Table 1 are currently on their fourth interim renewal contract. The Proposed Action would be their fifth. Drafts of the four interim renewal contracts were released for public review on November 18, 2018 at the following website:

[https://www.usbr.gov/mp/cvpia/3404c/lt\\_contracts/2018-int-cts/index.html](https://www.usbr.gov/mp/cvpia/3404c/lt_contracts/2018-int-cts/index.html).

The Proposed Action contains only minor, administrative changes to the contract provisions to update the new contract period from the previous interim renewal contracts. In the event a new long-term water service contract is executed, the interim renewal contract then-in-effect would be superseded by the long-term water service contract.

No changes to the contractor service areas or water deliveries are part of the Proposed Action. CVP water deliveries under the four proposed interim renewal contracts can only be used within each designated contract service area (see Appendix A). The contract service area for the proposed interim renewal contracts have not changed from the existing interim renewal contracts. If the contractor proposes to change the designated contract service area separate environmental documentation and approval will be required. CVP water can be delivered under the interim renewal contracts in quantities up to the contract total as provided in Article 3 of the Interim Renewal Contract.

The four interim renewal contracts contain provisions that allow for adjustments resulting from court decisions, new laws, and from changes in regulatory requirements imposed through re-consultations. Accordingly, to the extent that additional restrictions are imposed on CVP operations to protect threatened or endangered species, those restrictions would be implemented in the administration of the four interim renewal contracts considered in this EA, to the extent allowed by law. As a result, by their express terms, the interim renewal contracts analyzed herein would conform to any applicable requirements imposed under the federal ESA or other applicable environmental laws.

### 2.2.1 Environmental Commitments

Reclamation, CDFW, and the Cities of Avenal, Coalinga, and Huron shall implement the environmental protection measures included in Table 2.

Table 2 Environmental Protection Measures and Commitments.

Resource	Protection Measure
Biological Resources	No CVP water would be applied to native lands or land untilled for three consecutive years or more without additional environmental analysis and approval.
Water Resources	CVP water may only be served within areas that are within the CVP Consolidated Place of Use.
Various	No new construction or modification of existing facilities would take place as part of the Proposed Action.

Environmental consequences for resource areas assume the measures specified would be fully implemented.

### 2.3 Alternatives Considered but Eliminated from Further Analysis

The United States Court of Appeals for the Ninth Circuit in *Pacific Coast Federation of Fishermen's Associations v. United States Department of the Interior*, Case No. 14-15514, 655 F. Appx. 595 (2016), stated that “In satisfying the duty [of considering a reduced contract alternative], Reclamation may rely upon any water needs assessment for which the data remain accurate” (Case: 14-15514, 07/25/2016, pg 11).

Following the directions provided in the Ninth Circuit’s decision, Reclamation reviewed the previous Water Needs Assessments completed for the contractors listed in Table 1 and determined that updates were warranted. Reclamation has applied the Ninth Circuit’s direction in the preparation of the updated Water Needs Assessments and has used the updated assessment in deciding whether or not to consider analyzing a reduced quantity alternative in detail.

Water Needs Assessments were prepared by Reclamation between 2000 and 2004 for each CVP contractor eligible to participate in the CVP long-term contract renewal process, including the contractors listed in Table 1. A description of those Water Needs Assessments and the methodology used by Reclamation are included in Appendix B.

Water Needs Assessments are used to show what quantity of water could be beneficially used by a particular contractor given a constant reliable source of water, growing seasons, crop prices, and other ideal water delivery conditions. The Water Needs Assessments serve three purposes:

1. Confirm past beneficial use of CVP water.
2. Provide water demand and supply information under current and future conditions for the environmental documents.
3. Provide an estimate of contractor-specific needs for CVP water by the year 2050 to serve as a starting point for discussions regarding contract quantities in the negotiation process.

### **2.3.1 Cities and CDFW Water Needs Assessments**

Following the Ninth Circuit’s decision, Reclamation reviewed the previous Water Needs Assessment completed for the Cities of Avenal, Coalinga, and Huron in 2000 and determined that updates to the assessments were warranted. New Water Needs Assessments were prepared for the Cities (Appendix C). Although, CDFW did not require a Water Needs Assessment pursuant to the exemption criteria in Reclamation’s methodology (see Appendix B), Reclamation prepared a Water Needs Assessment for CDFW for purposes of this EA (see Appendix C). Reclamation followed the same methodology used in the initial Water Needs Assessments with the following modifications:

#### ***Benchmark Years***

As Reclamation is required to provide long-term contract renewals for these contractors (pending site-specific environmental review), and the interim contracts are intended to be the bridge to the long-term contract renewals, Reclamation prepared updated Water Needs Assessments where warranted to cover the long-term contract renewal time period. Reclamation used the year 2050 as a convenient future benchmark since some CVP M&I contracts, such as the Cities, are eligible for a term of up to 40 years (as described in Section 1.1.1), and using the same (or nearly same) benchmark period will better enable Reclamation to apply consistent comparisons in its overall environmental analyses as well as affording Reclamation the opportunity to rely on the same updated Water Needs Assessments for a broad range of interim or long-term contract renewals that falls within the time period covered.

#### ***Water Supply Calculations***

As part of the Water Needs Assessment process, Reclamation reviewed the Cities most recent Water Conservation Plans<sup>3</sup>, conferred with the contractors to verify current water use, and determined that the numbers in the updated Water Needs Assessments (Appendix C) are a reasonable projection of water use for the benchmark year 2050.

#### ***Water Demand***

Reclamation applied the gallons per capita per day (GPCD) from the 2013 California Water Plan Update (e.g., Volume 1 page 3-79) to calculate M&I contractor needs in the benchmark year 2050 (State of California 2013).

As described in Appendix B (methodology), the Water Needs Assessment compares the contractor’s water demand to the contractor’s water supply (all sources, including CVP maximum contract amounts). The demand in excess of supply is identified as Unmet Demand. If Unmet Demand is “positive or only slightly negative” (meaning that the contractor’s need is determined to be above or only slightly below the contract maximum) then the CVP water contractor is deemed to have full future need of the maximum annual CVP supply currently under contract for all year types. Further, “[i]f the negative amount is within 10% for contracts in excess of 15,000 acre-feet, or within 25% for contracts equal to, or less than, 15,000 acre-feet; the test of full future need of CVP supplies under contract is deemed to be met.” If an

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<sup>3</sup> The City of Avenal’s Water Conservation Plan is currently under review by Reclamation and has not yet been finalized. Consequently, Reclamation used the City’s current public health and safety numbers for its Water Needs Assessment.

assessment shows that a contractor has full future need of the maximum contract amount, the contractor is deemed to be able to put maximum contract amount to beneficial use.

Each year displayed within the updated Water Needs Assessments represents a snapshot in time showing either (1) the risk-based assumptions coming into the year and what actually occurred (e.g. 2011), or (2) what is projected to reasonably occur for a given set of assumptions (e.g. year 2050).

In the updated Water Needs Assessment, the contractors' water demands were compared to their overall water supplies to determine the need for CVP water. The difference is shown in Column 39 (Unmet Demand).<sup>4</sup> As shown in Column 39 of Appendix C, the updated Water Needs Assessments indicate that the City of Avenal, City of Huron, and CDFW had unmet demands in 2015 of 361 AF, 25 AF, and 0 AF, respectively and would have unmet demands in the future (see the second bullet above regarding the year 2050) of 2,368 AF, 25 AF, and 2 AF, respectively. The City of Coalinga had a surplus in 2011 of 1,358 AF but would have 727 AF of unmet demands in the future.

As the contractors are projected to have unmet demands in 2050, even after receiving maximum contract amounts, Reclamation has determined that the Cities and CDFW have put their full contract quantity to beneficial use and will continue to do so in the future. As such, a reduction in contract quantity is not warranted for these contractors and Reclamation has eliminated a contract reduction alternative from further review.

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<sup>4</sup> Numbers in this column are positive (e.g., 100 AF) if there is an unmet demand and negative (e.g., -100 AF) if there is surplus beyond demand.



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## Section 3 Affected Environment and Environmental Consequences

This section describes the service area for the Cities of Avenal, Coalinga, and Huron as well as the CDFW Mendota Wildlife Area Management Office which receive CVP water from the Delta via the Delta-Mendota Canal and the San Luis Canal. The study area, shown in Figure 1, includes portions of Fresno and Kings Counties. Maps of the Cities individual contractor service areas can be found in Appendix A.

### 3.1 Resources Eliminated from Further Analysis

Reclamation analyzed the affected environment and determined that the Proposed Action did not have the potential to cause direct, indirect, or cumulative adverse effects to the resources listed in Table 2.

Table 3 Resources Eliminated from Further Analysis

Resource	Reason Eliminated
Air Quality	Under the Proposed Action, CVP water would continue to be conveyed through existing facilities either via gravity or electric pumps which would not produce air pollutant emissions that impact air quality.
Cultural Resources	There would be no impacts to cultural resources as a result of implementing the Proposed Action as the Proposed Action would facilitate the flow of water through existing facilities to existing users. No new construction or ground disturbing activities would occur as part of the Proposed Action. The pumping, conveyance, and storage of water would be confined to existing CVP facilities. Reclamation has determined that these activities have no potential to cause effects to historic properties pursuant to 36 CFR Part 800.3(a)(1). See Appendix D for Reclamation's determination.
Global Climate Change	<p>Recently, the U.S. Global Research Program (USGRP) concluded in its Climate Science Special Report (2017) that "Many lines of evidence demonstrate that it is <i>extremely likely</i> that human influence has been the dominant cause of the observed warming since the mid-20<sup>th</sup> century." The USGRP also concludes that "Global climate is projected to continue to change over this century and beyond. The magnitude of climate change beyond the next few decades will depend primarily on the amount of greenhouse (heat trapping) gases emitted globally and on the remaining uncertainty in the sensitivity of the Earth's climate to those emissions (<i>very high confidence</i>)."</p> <p>Reclamation developed a global climate model in 2016 for the Sacramento and San Joaquin Basins. The model predicts increased temperatures, increased precipitation, increased runoff, and reduced snowpack at higher latitudes during the 21<sup>st</sup> century.</p> <p>The Proposed Action does not include construction of new facilities or modification to existing facilities. While pumping would be necessary to deliver CVP water, no additional electrical production beyond baseline conditions would occur. In addition, the generating power plant that produces electricity for the electric pumps operates under permits that are regulated for greenhouse gas emissions. As such, there would be no additional impacts to global climate change. Global climate change is expected to have some effect on the snow pack of the Sierra Nevada and the runoff regime. It is anticipated that climate change would result in more short-duration high-rainfall events and less snowpack runoff in the winter and early spring months by 2030 compared to recent historical conditions (Reclamation 2016, pg 16-26). However, the effects of this are long-term and are not expected to impact CVP operations within the two-year window of this action. Further, CVP water allocations are made dependent on hydrologic conditions and environmental requirements. Since Reclamation operations</p>

Resource	Reason Eliminated
	and allocations are flexible, any changes in hydrologic conditions due to global climate change would be addressed within Reclamation's operation flexibility.
Indian Sacred Sites	The Proposed Action would not limit access to ceremonial use of Indian Sacred Sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites. Therefore, there would be no impacts to Indian Sacred Sites as a result of the Proposed Action.
Indian Trust Assets	The Proposed Action would not impact Indian Trust Assets as there are none in the Proposed Action area.

## 3.2 Biological Resources

### 3.2.1 Affected Environment

An official list of federally listed threatened and endangered species and critical habitat that occur within project area and/or may be affected as a result of the Proposed Action was obtained on June 28, 2018, by accessing the USFWS database: <https://ecos.fws.gov/ipac/>. The list is summarized below (Table 4) and was generated for a polygon that encompassed the entire Action area. The federally endangered blunt-nosed leopard lizard (*Gambelia sila*), California jewelflower (*Caulanthus californicus*), San Joaquin kit fox (*Vulpes macrotis mutica*), and San Joaquin woolly-threads (*Monolopia congdonii*) are the only species with the potential to occur within the Proposed Action area. Reclamation further queried the California Department of Fish and Wildlife, California Natural Diversity Database (CNDDDB) for records of protected species within 10 miles of the project location (CNDDDB 2018). The Proposed Action area does not fall within any proposed or designated critical habitat.

Table 4 Federally Listed and Endangered Species

Species	Status <sup>1</sup>	Effects <sup>2</sup>	Potential to occur and summary basis for ESA determination <sup>3</sup>
<b>Amphibians</b>			
California red-legged frog ( <i>Rana draytonii</i> )	T, X	NE	<b>Absent:</b> No longer occurs in this part of its historical range.
California tiger salamander ( <i>Ambystoma californiense</i> )	T, X	NE	<b>Absent:</b> No vernal pools or other suitable seasonal wetlands present.
<b>Birds</b>			
California Condor	E, X	NE	<b>Absent:</b> Cliffs and foraging habitat lacking in the Proposed Action area.
<b>Fish</b>			
delta smelt ( <i>Hypomesus transpacificus</i> )	T, X	NE	<b>Absent:</b> Impacts due to pumping in the Sacramento-San Joaquin Delta, which is where this species occurs and where critical habitat is designated have already been addressed by the long-term coordinated operations of the CVP and SWP.
<b>Invertebrates</b>			
vernal pool fairy shrimp ( <i>Branchinecta lynchi</i> )	T, X	NE	<b>Absent:</b> No vernal pools present.
<b>Mammals</b>			
giant kangaroo rat ( <i>Dipodomys ingens</i> )	E	NE	<b>Absent:</b> No longer occurs in this part of its historical range.
San Joaquin kit fox ( <i>Vulpes macrotis mutica</i> )	E	NLAA	<b>Present:</b> May use Proposed Action Area for foraging and possibly denning (Avenal and Coalinga). Known to occur in Coalinga.
Tipton kangaroo rat ( <i>Dipodomys nitratooides nitratooides</i> )	E	NE	<b>Absent:</b> No longer occurs in this part of its historical range.

Species	Status <sup>1</sup>	Effects <sup>2</sup>	Potential to occur and summary basis for ESA determination <sup>3</sup>
<b>Plant</b>			
California jewelflower ( <i>Caulanthus californicus</i> )	E	NLAA	<b>Possible:</b> May occur along the western edges of Avenal and Coalinga.
San Joaquin woolly-threads ( <i>Monolopia congdonii</i> )	E	NLAA	<b>Possible:</b> May occur along the western edges of Avenal and Coalinga.
<b>Reptiles</b>			
blunt-nosed leopard lizard ( <i>Gambelia silus</i> )	E	NLAA	<b>Possible:</b> May occur along the western edges of Avenal and Coalinga.
giant garter snake ( <i>Thamnophis gigas</i> )	T	NE	<b>Absent:</b> No longer occurs in this part of its historical range.
green sea turtle ( <i>Chelonia mydas</i> )	E	NE	<b>Absent:</b> The Proposed Action area is outside of this species' range.

1 Status = Status of federally protected species protected under the ESA.

E: Listed as Endangered

T: Listed as Threatened

X: Critical Habitat designated for this species

2 Effects = ESA Effect determination

NE: No Effect anticipated from the Proposed Action to federally listed species or designated critical habitat

NLAA: Proposed Action Not Likely to Adversely Affect federally listed species

3 Definition of Occurrence Indicators

Present: Species recorded in area and suitable habitat present.

Possible: Species recorded in area and habitat suboptimal.

Absent: Species not recorded in study area and suitable habitat absent.

### **Contractors' Service Areas**

The service area for CVP water at the Mendota Wildlife Area does not contain any listed species habitat, as the water is only used at the headquarters. The City of Huron's service area for CVP water consists of urban and agricultural lands and thus this area provides habitat for the San Joaquin kit fox, which can use agricultural lands to some degree (Warrick et al. 2007); however, the City of Huron is not known to have an urban kit fox population. The Cities of Avenal and Coalinga have native lands that may provide habitat for the blunt-nosed leopard lizard, California jewelflower, San Joaquin kit fox, and San Joaquin woolly-threads; there are a number of records of these species in the area (CNDDDB 2018). There is an urban population of San Joaquin kit foxes in Coalinga (Bjurlin et al. 2005) and pups have been observed in the city (Cypher et al. 2012).

### **Documents Addressing Potential Impacts of Actions of the CVP (Excluding the Proposed Action) to Listed Species**

**Biological Opinions for Coordinated Operation of the CVP and SWP** Reclamation and the California Department of Water Resources (DWR) coordinate long-term operation of the CVP and SWP. On July 30, 2004, the USFWS issued Biological Opinion 04-F-0140, which addressed the effects of operating the CVP/SWP and delivering CVP water for renewing water contracts and other actions on the threatened delta smelt (*Hypomesus transpacificus*). On February 15, 2005, USFWS issued Biological Opinion 1-1-05-F-0055 in response to Reclamation's November 3, 2004 request for reinitiation of formal consultation on the Coordinated Long-term Operation of the CVP and SWP (LTOPs) to further address effects of the LTOPs on delta smelt critical habitat.

On April 7, 2006, the National Marine Fisheries Service (NMFS) listed the southern distinct population segment of North American green sturgeon (*Acipenser medirostris*) as threatened under the ESA. Because this newly listed species had not been consulted on under section 7 of

the ESA, Reclamation requested that the NMFS consultation on LTOPs be reinitiated. Because of the potential for that consultation to affect species under the USFWS' jurisdiction, and because of the Pelagic Organism Decline, which began in 2002, Reclamation requested that the USFWS also reinitiate consultation on delta smelt. This request was received by the USFWS on July 6, 2006.

Biological opinions have been issued by NMFS (2009) and USFWS (December 15, 2008, File No. 08-F-1481-5) for the effects of LTOPs. The NMFS opinion found that the proposed operations were likely to jeopardize several species and result in adverse modification of their critical habitat. The USFWS found that proposed operations were likely to jeopardize the continued existence of delta smelt and adversely modify its critical habitat. The USFWS provided a Reasonable and Prudent Alternative (RPA) with five components. On December 15, 2008, Reclamation submitted a memo provisionally accepting the RPAs developed by the USFWS and included in the LTOPs Opinion. The provisional acceptance of the RPA was conditioned upon the further development and evaluation of the two RPA components directed at habitat. Reclamation stated that the two RPA components, RPA Component 3 – the fall action, and RPA Component 4 – the tidal habitat restoration action, both need additional review and refinement before Reclamation would be able to determine whether implementation of these actions by the CVP and SWP is reasonable and prudent.

However, following their provisional acceptance, both biological opinions were challenged in Court, and following lengthy proceedings, the United States District Court for the Eastern District of California remanded the biological opinions, and Reclamation was ordered by the Court to comply with NEPA before accepting the RPAs. In March and December 2014, the biological opinions issued by USFWS and NMFS, respectively, were upheld by the Ninth Circuit Court of Appeals, although certain requirements (such as an obligation for Reclamation to follow a NEPA process) were left in place. Reclamation completed NEPA on the LTOPs biological opinions and issued a ROD on January 11, 2016. Since then, Reclamation has reinitiated consultation with USFWS and NMFS on the LTO ps and that process is ongoing.

### **Operation and Maintenance Program for the South-Central California Area Office**

Reclamation has consulted under the ESA on the *Operation and Maintenance Program Occurring on Bureau of Reclamation Lands within the South-Central California Area Office*, resulting in a Biological Opinion issued by USFWS on February 17, 2005 (USFWS 2005). The opinion considers the effects of routine O&M of Reclamation's facilities used to deliver water to the study area, as well as certain other facilities within the jurisdiction of the South-Central California Area Office, on California tiger salamander, vernal pool fairy shrimp, valley elderberry longhorn beetle, blunt-nosed leopard lizard, vernal pool tadpole shrimp, San Joaquin wooly-threads, California red-legged frog, giant garter snake, San Joaquin kit fox, and on proposed critical habitat for the California red-legged frog and California tiger salamander.

### **3.2.2 Environmental Consequences**

#### ***No Action***

Under the No Action alternative, the Cities and CDFW Mendota Wildlife Management Area office would no longer receive their sole source of water. Without water, the Cities would not be

able to support their current populations and it is likely that homes and businesses would be abandoned. Adverse impacts to listed species are not anticipated.

It is possible that beneficial effects to biological resources, including listed species and/or their associated habitat, could occur if water that would have been made available to the Cities and CDFW (up to 16,510 AF per year) is instead re-allocated to wildlife refuges or re-apportioned to pass through the Delta un-diverted by Reclamation; however, these effects would also be dependent on how much of the Cities and CDFW's otherwise available water supply is available for re-apportionment.

### ***Proposed Action***

Continued delivery of CVP water under the M&I contracts listed in Table 1 sustains the residential, commercial, and industrial activities that occur within the contract service areas of these M&I contractors. Urban, industrial, or municipal development proposed within areas of natural habitat remaining in the water service area of any of these contractors could destroy, modify, fragment, or degrade habitat of San Joaquin kit fox, blunt-nosed leopard lizard, California jewelflower, or San Joaquin woolly-threads. Most recent projects in the three Cities appear to either have no impact on federally listed species, or they are clearly not connected to deliveries of CVP water (i.e. projects related to marijuana growth/processing). The one exception is a water transmission pipeline replacement project proposed by the City of Avenal. The City of Avenal will comply with the ESA for this project; if Federally listed species cannot be avoided, Avenal will either comply through section 7 of the ESA with a nexus from the Army Corps of Engineers, or via section 10 (Santillan pers. comm., City of Avenal 2018). In addition, the Cities have confirmed that they will not deliver water to development or converted habitat without confirmation from Reclamation or other evidence of compliance with the ESA. Therefore, Reclamation does not anticipate a change in the type and extent of development during the two-year duration of the interim renewal contracts and any potential effects of the Proposed Action on Federally listed species are expected to be very minor.

Reclamation prepared a biological evaluation for informal consultation with USFWS. On October 31, 2018, the USFWS concurred with our determinations.

### ***Cumulative Impacts***

The Proposed Action, when added to other past, present, and reasonably foreseeable future actions, represents a continuation of existing conditions which are unlikely to result in cumulative impacts on biological resources in the Action area. The Proposed Action would continue the delivery of the same contractual amount of water to the same lands without the need for additional facility modifications or construction. In addition, the Proposed Action would be subject to regulatory constraints imposed pursuant to the ESA, regardless of whether those constraints exist today. As such, there would be no cumulative adverse impacts as a result of the Proposed Action.

### 3.3 Environmental Justice

Executive Order 12898 (February 11, 1994) mandates Federal agencies to identify and address disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations.

#### 3.3.1 Affected Environment

As shown in Table 5 Avenal, Coalinga, Huron, and Fresno County have a greater percentage of the population living below poverty than the State of California.

Table 5 City Demographics compared to State

<b>Demographics (July 2017 estimates)</b>	<b>Avenal</b>	<b>Coalinga</b>	<b>Huron</b>	<b>Fresno County</b>	<b>California</b>
Total Population	12,440	16,766	6,923	989,255	39,536,653
White, non-Hispanic	11.9%	31.1%	95.5%	29.5%	37.2%
Black or African American	6.7%	5.8%	0.9%	5.8%	1.6%
American Indian or Alaska Native	1.3%	0.8%	0.0%	3.0%	15.2%
Asian	1.3%	2.5%	0.0%	11.0%	0.5%
Native Hawaiian/Pacific Islander	0.1%	0.4%	0.0%	0.3%	3.9%
Hispanic or Latino	78.8%	56.9%	1.4%	3.1%	39.1%
Unemployment rate	10%	7.2%	6.5%	8.1%	4.7%
% Total Population Below Poverty Level	32.8%	23.7%	15.8%	25.5%	14.3%

#### 3.3.2 Environmental Consequences

##### **No Action**

Under the No Action Alternative, CDFW and the Cities would not receive a CVP contract. All four contractors rely on CVP water as their sole source of water. Without a water supply, these communities would end up abandoning homes and businesses resulting in a substantially adverse impact to minority and disadvantaged populations due to additional financial burdens placed on an already economically impacted area.

##### **Proposed Action**

As the Proposed Action would be a continuation of current conditions, it would not cause dislocation, changes in employment, or increase flood, drought, or disease. The Proposed Action would not disproportionately impact economically disadvantaged or minority populations as there would be no changes to existing conditions.

##### **Cumulative Impacts**

The Proposed Action would not differ from current or historical conditions and would not disproportionately affect minority or low income populations in the future; therefore, there would be no cumulative impacts as a result of the Proposed Action.

## 3.4 Socioeconomic Resources

### 3.4.1 Affected Environment

Demographic information for the Cities is summarized in Table 5. In July, 2017 the cities of Avenal, Huron, Coalinga, and Fresno County had a higher unemployment rates than the State of California.

### 3.4.2 Environmental Consequences

#### ***No Action***

Under the No Action alternative, the four contractors would no longer have their sole source of water. The cost of purchasing water, if available, on the open market would make water supply rates for the Cities' customers unsustainable as the rates tend to be more than 10 times greater than the rates for CVP water supplies. Without a water supply, the Cities would end up abandoning homes and businesses resulting in a substantially adverse impact to socioeconomics in an already economically impacted area.

#### ***Proposed Action***

The proposed execution of interim renewal contracts would not result in a change in contract water quantities or a change in water use and would continue water deliveries within the contractors' respective service areas. As a result, the municipal viability for the Cities would be maintained and there would be beneficial impacts to socioeconomics under the Proposed Action compared to the No Action alternative.

#### ***Cumulative Impacts***

The Proposed Action would maintain the status quo of delivering the same contractual amount of CVP water for existing purposes for each contractor without the need for additional facility modification or construction. As such, there would be no cumulative adverse impacts to socioeconomics.

## 3.5 Water Resources

### 3.5.1 Affected Environment

The Proposed Action area includes the CVP service areas of CDFW and the Cities of Avenal, Coalinga, and Huron as well south-of-Delta CVP facilities.

#### ***Central Valley Project***

Reclamation makes CVP water available to contractors for reasonable and beneficial uses, but this water is generally insufficient to meet all of the contractors' water supply needs due to hydrologic conditions and/or regulatory constraints. As shown in Table 6, south-of-Delta CVP M&I allocations averaged 74 percent between 2005 and 2017. A 100 percent allocation was only received in 2017, 2011, 2006, and 2005.



Table 6 South-of-Delta CVP M&amp;I Contract Allocations between 2005 and 2016

<b>Contract Year</b>	<b>M&amp;I Allocations (%)</b>
2017	100
2016	55
2015	25
2014	50
2013	70
2012	75
2011	100
2010	75
2009	60
2008	75
2007	75
2006	100
2005	100
<b>Average</b>	<b>74</b>

Source: [http://www.usbr.gov/mp/cvo/vungvari/water\\_allocations\\_historical.pdf](http://www.usbr.gov/mp/cvo/vungvari/water_allocations_historical.pdf)

### ***CVP Water Delivery Criteria***

The amount of CVP water available each year for CVP contractors is based, among other considerations, on the storage of winter precipitation and the control of spring runoff in the Sacramento and San Joaquin River basins. Reclamation's delivery of CVP water diverted from these rivers is determined by state water right permits, judicial decisions, and state and federal obligations to maintain water quality, enhance environmental conditions, and prevent flooding. The CVPIA PEIS considered the effects of those obligations on CVP contractual water deliveries. Experience since completion of the CVPIA PEIS has indicated even more severe contractual shortages applicable to south-of-Delta water deliveries (Reclamation 1999), and this information has been incorporated into the modeling for the current CVP/SWP Coordinated Operations of the Delta (Reclamation 2004).

### ***Contractor Water Needs Assessment***

As discussed in Section 2.3.1, an updated Water Needs Assessment (Appendix C) was developed for the Cities of Avenal, Coalinga, Huron, and CDFW. All four contractors show an unmet demand for the year 2050 and are deemed to have full future need of the maximum annual CVP water supply currently under contract for all year types.

### ***City of Avenal***

The City of Avenal's sole water supply source is CVP water delivered from the San Luis Canal. All of Avenal's CVP water supply is used for M&I purposes. Under a formal agreement, Avenal supplies Avenal State Prison with 1,411 AF of water annually. The City also provides water service to the urbanized portions of Avenal and a limited number of connections in the northern portion of the community. CVP water is treated at Avenal's water treatment plant prior to distribution to local water users. Avenal does not pump groundwater as the poor quality of the groundwater and its high concentrations of sulfate, nitrates, and sodium preclude its use for domestic purposes.

**CVP Contracts** On November 20, 1969 the City of Avenal signed a long-term contract (Contract 14-06-200-4619A) with Reclamation for up to 3,500 AF of CVP water annually

(Reclamation 1969). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts pending completion of site specific environmental analysis for the long-term contract renewal. The most recent was the fourth interim renewal contract (Contract 14-06-200-4619A-IR4) issued March 1, 2016, which remains in effect until February 28, 2018.

### ***City of Coalinga***

The City of Coalinga's sole water supply source is CVP water obtained at a single turnout from the Coalinga Canal, operated by Westlands Water District, which is fed by the San Luis Canal. The City of Coalinga supplies potable water to almost all of the residences within its service area. CVP water is treated at Coalinga's water treatment plant prior to distribution to local water users. Of the approximately one dozen farmers in and near the City of Coalinga's water service area, none receive water from the City for farming purposes, but domestic water is provided because of the very poor domestic quality of the groundwater. Coalinga does not pump groundwater as the initial long-term contract required Coalinga to abandon pumping groundwater and to depend on its CVP supply as its M&I water supply.

**CVP Contracts** On October 28, 1968 the City of Coalinga signed a long-term contract (Contract 14-06-200-4173A) with Reclamation for up to 10,000 AF of CVP water annually (Reclamation 1968). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts pending completion of site specific environmental analysis for the long-term contract renewal. The most recent was the fourth interim renewal contract (Contract 14-06-200-4173A-IR4) issued March 1, 2016, which remains in effect until February 28, 2018.

### ***City of Huron***

The City of Huron's sole water supply is CVP water received from a lateral connection to the San Luis Canal. Water is transported to Huron via Lateral 27, which is operated by Westlands Water District. CVP water is treated at Huron's water treatment plant prior to distribution to local water users. Huron does not pump groundwater as the groundwater in the area is very deep, of poor quality, and almost non-potable.

**CVP Contracts** On September 26, 1972 the City of Huron signed a long-term contract (Contract 14-06-200-7081A) with Reclamation for a maximum of 3,000 AF of CVP water annually (Reclamation 1972). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts pending completion of site specific environmental analysis for the long-term contract renewal. The most recent was the third interim renewal contract (Contract 14-06-200-7081A-IR4) issued March 1, 2016, which remains in effect until February 28, 2018.

### ***California Department of Fish and Wildlife***

CDFW currently receives 10 AF of M&I water for domestic use at the headquarters of the Mendota Wildlife Area. The headquarters consists of five houses, a conference hall, and a workshop, located on approximately one acre of land near Mendota, California (Figure 1). There is an on-site water treatment facility that is used to treat the CVP water before it is used for landscaping and at the visitor's center and employee residence. The CVP supply is CDFW's only water supply used at this facility. CDFW does not own or operate groundwater wells.

**CVP Contracts** On January 1, 1976 the CDFW signed a long-term contract (Contract 14-06-200-8033A-LTR1) with Reclamation to supply 10 AF of supply for domestic use at the Mendota Wildlife Area headquarters, near the City of Mendota (Reclamation 1976). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts pending completion of site specific environmental analysis for the long-term contract renewal. The most recent was the fourth interim renewal contract (Contract 14-06-200-8033A-IR4) issued March 1, 2016, which remains in effect until February 28, 2018.

### ***South-of-Delta Facilities***

Facilities proposed for use under the Proposed Action include: San Luis Reservoir and Gianelli Pumping and Generating Plant, O'Neill Forebay and Pumping and Generating Plant, the San Luis Canal, and the Delta-Mendota Canal in the San Luis Unit of the West San Joaquin Division

## **3.5.2 Environmental Consequences**

### ***No Action***

Under the No Action alternative, the Cities and DFW would not have a CVP contract in place in order to receive a CVP contract water allocation (annually up to 3,500 AF for Avenal, up to 10,000 AF for Coalinga, up to 3,000 AF for Huron, and up to 10 AF for CDFW). This is the only water supply available to these contractors and would result in substantial adverse impacts to water users within their service areas.

It is possible that beneficial effects to overall water supply availability and water quality in the Delta could occur if water that would have been made available to the Cities and CDFW (up to 16,510 AF per year) is instead re-allocated to south-of-Delta CVP contractors and wildlife refuges or remains un-diverted in the Delta; however, these effects would also be dependent on how much of their otherwise available water supply is re-apportioned for these purposes.

### ***Proposed Action***

Under the Proposed Action, Reclamation would execute a two-year interim renewal contract with the Cities and CDFW in order to continue to provide CVP water. There would be no change from conditions under the existing interim renewal contract as CVP water would be placed to beneficial use within the authorized CVP place of use as it has in the past. Water delivery during the interim renewal contract period would be up to the respective contract total and would not exceed historic quantities. As the delivery of CVP water would be done through existing infrastructure for existing uses, the Proposed Action would not result in impacts to water resources.

### ***Cumulative Impacts***

The CVPIA PEIS included full contract deliveries in the assumptions regarding future use. By including full deliveries, the impact assessments were able to adequately address the hydrologic, operational, and system-wide cumulative conditions expected under future conditions. In addition, Reclamation's Proposed Action is the execution of interim renewal water service contracts between the United States and the Cities of Avenal, Coalinga, Huron and CDFW. These contractors have existing interim renewal contracts, and therefore, the Proposed Action would be a continuation of existing conditions. As such, the Proposed Action, when added to other past,

present, and reasonably foreseeable future actions, would not result in cumulative effects to water resources beyond those already addressed in the CVPIA PEIS.

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## Section 4 Consultation and Coordination

### 4.1 Public Review Period

Reclamation provided the public with an opportunity to comment on the Draft FONSI and Draft EA during a 30-day public review period. No comments were received.

### 4.2 List of Agencies and Persons Consulted

Reclamation consulted with the following regarding the Proposed Action:

- California Department of Fish and Wildlife
- The City of Avenal
- The City of Coalinga
- The City of Huron
- United States Fish and Wildlife Service

### 4.3 Endangered Species Act (16 U.S.C. § 1531 et seq.)

Section 7 of the ESA requires Federal agencies, in consultation with the Secretary of the Interior and/or Commerce, to ensure that their actions do not jeopardize the continued existence of endangered or threatened species or result in the destruction or adverse modification of the critical habitat of these species.

Reclamation consulted with the USFWS on the Proposed Action. A biological evaluation, with a request for concurrence on Reclamation's determinations that the Proposed Action may affect, but is not likely to adversely affect the San Joaquin kit fox, blunt-nosed leopard lizard, California jewelflower, and San Joaquin woolly-threads, was sent to the Service on July 27, 2018. On October 31, 2018, the USFWS concurred with Reclamation's determinations.

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## Section 5 References

Bjurlin, C.D., B.L. Cypher ., C.M. Wingert, and C.L. Van Horn Job. 2005. Urban roads and the endangered San Joaquin kit fox. California State University-Stanislaus, Endangered Species Recovery Program, Fresno, California.

Bureau of Reclamation (Reclamation). 1968. Contract Between the United States and the City of Coalinga Providing for Water Service. Contract 14-06-200-4173A. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 1969. Contract Between the United States and the Avenal Community Services District Providing for Water Service. Contract 14-06-200-4619A. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 1972. Contract Between the United States and the City of Huron Providing for Water Service and Repayment of a Portion of the Cost of Distribution System Construction and Operation and Maintenance. Contract 14-06-200-7081A. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 1976. Contract Between the United States and the California Department of Fish and Game Providing for Water Service. Contract 14-06-200-8033A. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 1999. Central Valley Project Improvement Act, Final Programmatic Environmental Impact Statement and Record of Decision. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2001. Final Environmental Assessment for the Friant Division Long-term Contract Renewal. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2004. Long-Term Central Valley Project Operations Criteria and Plan, CVP-OCAP. Sacramento, California. Website: [http://www.usbr.gov/mp/cvo/ocap/OCAP\\_6\\_30\\_04.pdf](http://www.usbr.gov/mp/cvo/ocap/OCAP_6_30_04.pdf).

Bureau of Reclamation (Reclamation). 2005a. Revised Environmental Assessment for Renewal of the Long-term Contract for the Feather Water District, Central Valley Project, California. Mid-Pacific Region Northern California Area Office. Shasta Lake, California.

Bureau of Reclamation (Reclamation). 2005b. Final Environmental Assessment for the Long term Contract Renewal Shasta Division and Trinity River Divisions. Mid-Pacific Region Northern California Area Office. Shasta Lake, California.

Bureau of Reclamation (Reclamation). 2005c. Final Environmental Assessment for Long-term Renewal of Water Service Contracts in the Black Butte Unit, Corning Canal Unit, and Tehama-



Colusa Canal Unit of the Sacramento River Division, Central Valley Project. Mid-Pacific Region Northern California Area Office. Shasta Lake, California.

Bureau of Reclamation (Reclamation). 2005d. Final Environmental Assessment for the Delta-Mendota Canal Unit Environmental Assessment for Long-term Contract Renewal. Mid-Pacific Region South Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2005e. Final Environmental Assessment for U.S. Department of Veterans affairs, San Joaquin Valley National Cemetery, Central Valley Project, Long-term Water Service Contract Renewal. Mid-Pacific Region South Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2005f. Final Environmental Assessment for Long-term Renewal Contract, Contra Costa Water District, Contra Costa Unit, Central Valley Project. Mid-Pacific Region South Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2005g. Long-term Central Valley Project Water Service Contract Renewals, American River Division Environmental Impact Statement. Mid-Pacific Region Central California Area Office. Folsom, California.

Bureau of Reclamation (Reclamation). 2007. Final Environmental Assessment for the San Luis Unit Water Service Interim Renewal Contracts (EA-07-56). Central Valley Project, California. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2010. Final Environmental Assessment for the San Luis Unit Water Service Interim Renewal Contracts 2010-2013 (EA-09-101). Central Valley Project, California. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2013. Central Valley Project Interim Renewal Contract for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Game 2013-2015 (EA-12-046). Central Valley Project, California. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2015. Central Valley Project Interim Renewal Contract for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Game 2015-2017 (EA-14-008). Central Valley Project, California. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2016. Chapter 15: Air Quality and Greenhouse Gas Emissions. Final Environmental Impact Statement and Record of Decision for the Coordinated Long-Term Operation of the Central Valley Project and State Water Project. Mid-Pacific Region, Bay-Delta Office.

Bureau of Reclamation (Reclamation). 2017. Central Valley Project Interim Renewal Contracts for Cities of Avenal, Coalinga, Huron and the California Department of Fish and Wildlife 2017-

2019 (EA-16-015). Central Valley Project, California. Mid-Pacific Region South-Central California Area Office. Fresno, California.

California Natural Diversity Database (CNDDDB). 2018. Updated July 2018.

City of Avenal. 2018. Draft initial study/mitigated negative declaration for the City of Avenal water transmission pipeline project. March 2018. 132 pp.

Cypher, B., C. Van Horn Job, and S. Phillips. 2012. Conservation strategies for San Joaquin kit foxes in urban environments. Prepared for the Bureau of Reclamation by the Endangered Species Recovery Program. 29 pp.

National Marine Fisheries Service (NMFS). 2000. Programmatic Biological Opinion for the Implementation of the Central Valley Project Improvement Act Preferred Alternative and Proposed Record of Decision. Southwest Region. November 2000 (F-SWO3:GRS).

National Marine Fisheries Service (NMFS). 2009. Final biological opinion and conference opinion on the long-term operations of the Central Valley Project and State Water Project. June 4, 2009.

San Joaquin Valley Air Pollution Control District. 2014. Ambient Air Quality Standards and Valley Attainment Status. Website: <http://www.valleyair.org/aqinfo/attainment.htm>

Santillan, F. 2018. Telephone conversation with Shauna McDonald of the Bureau of Reclamation. June 5, 2018.

State of California Employment Development Department. Accessed August 13, 2018. Website: <https://www.labormarketinfo.edd.ca.gov/data/interactive-labor-market-data-tools.html>

U.S. Census Bureau. Accessed August 13, 2018. Website: <https://www.census.gov/quickfacts/fact/table/fresnocountycalifornia,huroncitycalifornia,avenalcitycalifornia,ca,coalingacitycalifornia/PST045217>

U.S. Global Research Program (USGRP). 2017. Executive summary. In: Climate Science Special Report: Fourth National Climate Assessment, Volume I [Wuebbles, D.J., D.W. Fahey, K.A. Hibbard, D.J. Dokken, B.C. Stewart, and T.K. Maycock (eds.)]. U.S. Global Change Research Program, Washington, DC. pp. 12-34. Website: <https://science2017.globalchange.gov/chapter/executive-summary/>.