

RECLAMATION

Managing Water in the West

FINDING OF NO SIGNIFICANT IMPACT

Central Valley Project Water Service Interim Renewal Contract for the City of Tracy 2014-2016

FONSI-13-022

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Introduction

In accordance with section 102(2)(c) of the National Environmental Policy Act (NEPA) of 1969, as amended, the South-Central California Area Office of the Bureau of Reclamation (Reclamation), has determined that the execution of a Central Valley Project (CVP) interim renewal contract for the City of Tracy (City) for 26 months (January 1, 2014 through February 29, 2016) is not a major federal action that will significantly affect the quality of the human environment and an environmental impact statement is not required. This Finding of No Significant Impact (FONSI) is supported by Reclamation's Environmental Assessment (EA) Number EA-13-022, *Central Valley Project Water Service Interim Renewal Contract for the City of Tracy 2014 – 2016*, and is hereby incorporated by reference.

Reclamation provided the public with an opportunity to comment on the Draft FONSI and Draft EA between October 21, 2013 and November 20, 2013. Reclamation received one comment letter from the following organizations: California Water Impact Network, Environmental Water Caucus, Restore the Delta, California Sportfishing Protection Alliance, Pacific Coast Federation of Fishermen's Associations, Southern California Watershed Alliance, Winnemem Wintu Tribe, California Save Our Streams Council, Crab Boat Owners Association Inc., North Coast Rivers Alliance, Aqualliance, and Planning and Conservation League. The comment letter and Reclamation's response to comments can be found in Appendix E of EA-13-022.

Background

In 2005, Reclamation issued a Final EA for renewal of CVP long-term water service contracts for Delta Division contractors which included the City as part of its analysis. At the time, a FONSI was not issued for renewal of the City's long-term water service contract (Contract No. 14-06-200-7858A) as its contract did not expire until December 31, 2013, negotiations for the long-term renewal contract were not finished, and Endangered Species Act (ESA) consultation was not completed. On May 28, 2013, Reclamation and the City re-initiated negotiations for renewal of the City's long-term water service contract which includes combining its main contract (Contract No. 14-06-200-7858A) with its two partial assignment interim renewal contracts (Contract Nos. 14-06-200-4305A-IR13-B and 7-07-20-W0045-IR13-B) under one long-term water service contract. As negotiations are ongoing and environmental compliance for execution of a long-term renewal contract is still pending, Reclamation and the City are pursuing execution of an interim renewal contract that will combine the City's main contract and its two partial assignment interim renewal contracts.

Section 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA) authorizes and directs Reclamation to prepare appropriate environmental review before renewing an existing water service contract for a period of twenty-five years. 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 Programmatic Environmental Impact Statement (PEIS). 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 required by 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 then with 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 were completed, Reclamation prepared environmental documents that tiered from the PEIS to analyze the local effects of execution of long-term renewal contracts at the division, unit, or facility level. Tiering is defined as 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 has also 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 EA-13-022. The PEIS analyzed the differences in the environmental conditions between existing contract requirements (signed prior to CVPIA) and the No Action Alternative described in EA-13-022 which is reflective of minimum implementation of the CVPIA.

Proposed Action

In accordance with and as required by Section 3404(c) of the CVPIA, Reclamation proposes to execute one Delta Division interim renewal contract beginning January 1, 2014 with the City which will combine its expiring long-term water service contract with its two partial assignment interim renewal contracts (see Table 1). When a new long-term renewal contract for water service is executed, the interim renewal contract then-in-effect will be superseded by the long-term renewal contract.

Table 1 City of Tracy Existing Contract Amounts and Expiration Dates

Contractor	Contract Number	Contract Quantity (acre-feet per year)	Expiration of Existing Water Service Contract or Interim Renewal Contract
City of Tracy Long-term Water Service Contract	14-06-200-7858A	10,000	12/31/2013
City of Tracy (partial assignment from Banta-Carbona ID)	14-06-200-4305A-IR13-B	5,000	2/28/2014
City of Tracy (partial assignment from The West Side ID)	7-07-20-W0045-IR13-B	2,500 ¹	2/28/2014
¹ With an option to purchase an additional 2,500 acre-feet whenever the City chooses to exercise the option. ID = Irrigation District			

No changes to the City's service area or water deliveries are part of the Proposed Action. CVP water deliveries under the proposed interim renewal contract can only be used within the City's designated contract service area (see Appendix A of EA-13-022 for service area map). The contract service area for the proposed interim renewal contract has not changed from the service area approved by Reclamation under the existing long-term water service contract or interim

renewal contracts listed in Table 1. If the City proposes to change the designated contract service area, separate environmental documentation and approval will be required.

CVP water could be delivered under the interim renewal contract in quantities up to the contract total, although it is likely that deliveries will be less than the contract total due to hydrologic, regulatory, and operational uncertainties.

The proposed interim renewal contract contains provision(s) 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 will be implemented in the administration of the interim renewal contract considered in this EA. As a result, by their express terms the interim renewal contract analyzed herein will conform to any applicable requirements lawfully imposed under the federal ESA or other applicable environmental laws.

Reclamation's finding that implementation of the Proposed Action will result in no significant impact to the quality of the human environment is supported by the following findings:

Findings

Water Resources

Under the Proposed Action, Reclamation will execute one interim renewal contract that will combine the City's long-term water service contract with its two partial assignment interim renewal contracts. The combining of the contracts is administrative in nature and will not in itself result in any impacts. As described in Section 1.3 of EA-13-022, the City intends to purchase the additional 2,500 AFY from The West Side Irrigation District assignment which was previously analyzed and approved by Reclamation in EA-01-064. Execution of an interim renewal contract for the City will not change contract water quantities from the quantities in the existing contracts and will not lead to any increased water use beyond what was previously analyzed. In addition, as a requirement of the interim renewal contract, CVP water under the Proposed Action will be limited to areas within the City that were previously eligible to receive CVP water for municipal and industrial (M&I) purposes under its current contracts. Therefore, there will be no significant effects to water resources as a result of the Proposed Action.

Land Use

The interim renewal contract for the City will not provide for additional water supplies that could act as an incentive for conversion of native habitat. Use of contract water for M&I purposes under the proposed interim renewal contract will not change from the purpose of use specified in the City's existing contracts. Consequently, there will be no impacts to land use as a result of the Proposed Action.

Biological Resources

The Proposed Action is the execution of one interim renewal contract for the City that combines its three existing CVP contracts. The Proposed Action will not result in any change in existing water diversions from the Delta nor will it require construction of new facilities or modification of existing facilities for water deliveries. The City's CVP water supply will continue to be used

for M&I purposes within its existing CVP service area as shown in Appendix A of EA-13-022. In addition, the City has confirmed that the water would be delivered to existing urban development, through existing facilities, as has been done under existing contracts, and will not be used for land conversion (Personal communication with S. Bayley, City of Tracy). As the action is only for up to 26 months, the City will not be able to rely on this water to plan or implement additional expansion of homes or businesses. As with the No Action alternative, there will be no impacts to biological resources since conditions will remain the same as existing conditions.

Cultural Resources

There will be no impacts to cultural resources as a result of implementing the Proposed Action as the Proposed Action will facilitate the flow of water through existing facilities to existing users. No new construction or ground disturbing activities will occur as part of the Proposed Action. The pumping, conveyance, and storage of water will 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 B of EA-13-022 for Reclamation's determination.

Indian Sacred Sites

The Proposed Action will not limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or affect the physical integrity of such sacred sites. There will be no impacts to Indian sacred sites as a result of the Proposed Action.

Indian Trust Assets

No physical changes to existing facilities are proposed and no new facilities are proposed. Continued delivery of CVP water to the City under an interim renewal contract will not affect any Indian Trust Assets (ITA) because existing rights will not be affected; therefore, Reclamation has determined that the Proposed Action will not impact ITA. See Appendix C of EA-13-022 for Reclamation's determination.

Socioeconomic Resources

The renewal of interim renewal contracts with only minor administrative changes to the contract provisions will not result in a change in contract water quantities or a change in water use and will not adversely impact socioeconomic resources within the City's service area.

Environmental Justice

Renewal of interim renewal contracts with only minor administrative changes to the contract provisions will not result in a change in contract water quantities or a change in water use. The Proposed Action will not cause dislocation, changes in employment, or increase flood, drought, or disease. The Proposed Action will not disproportionately impact economically disadvantaged or minority populations as there will be no changes to existing conditions.

Air Quality

The Proposed Action will not require construction or modification of facilities to move CVP water to the City. CVP water will be moved via gravity and electric pumps along the Delta-Mendota Canal which will not produce emissions that impact air quality. The generating power

plant that produces the electricity to operate the electric pumps does produce emissions that impact air quality; however, water under the Proposed Action is water that will be delivered from existing facilities under either alternative and is therefore part of the existing conditions. In addition, the generating power plant is required to operate under permits issued by the air quality control district. As the Proposed Action will not change the emissions generated at the generating power plant, no additional impacts to air quality will occur and a conformity analysis is not required pursuant to the Clean Air Act.

Global Climate

The Proposed Action will not involve physical changes to the environment or construction activities that could impact global climate change. Generating power plants that produce electricity to operate the electric pumps produce carbon dioxide that could potentially contribute to greenhouse gas emissions; however, water under the Proposed Action is water that will be delivered from existing facilities under either alternative and is therefore part of the existing conditions. There will be no additional impacts to global climate change as a result of the Proposed Action.

Cumulative Impacts

Cumulative impacts relating to diversion of water and CVP operations were considered in the CVPIA PEIS. Reclamation's action is the execution of an interim renewal contract between the United States and the City as required by CVPIA 3404(c). The City has an existing long-term water service contract and two interim renewal contracts which are being combined under both the No Action and Proposed Action alternatives covered in EA-13-022. These contracts are also going to be combined under the City's long-term renewal contract which is still pending completion of environmental compliance as described in Section 1.1 of EA-13-022. It is likely that subsequent interim renewals will be needed in the future pending the execution of the City's long-term renewal contract. Because the execution of interim renewal contracts maintain the status quo of deliverable quantities and CVP operations, and in essence only change the legal arrangements of a continuing action, they do not contribute to cumulative impacts in any demonstrable manner.

Climate change is considered a cumulative impact and refers to changes in the global or a regional climate over time. Global climate change is expected to have some effect on the snow pack of the Sierra Nevada and the runoff regime. Current data are not yet clear on the hydrologic changes and how they will affect the San Joaquin Valley. Water allocations are made dependent on hydrologic conditions and environmental requirements. Since Reclamation operations and allocations are flexible, any changes in hydrologic conditions due to global climate change will be addressed within Reclamation's operation flexibility and therefore surface water resource changes due to climate change will be the same with or without the Proposed Action. The Proposed Action does not involve physical changes to the environment or construction activities that could result in greenhouse gas emissions. In addition, deliveries of CVP water to the City are part of existing baseline conditions, and will therefore, not impact global climate change.

RECLAMATION

Managing Water in the West

Final Environmental Assessment

Central Valley Project Water Service Interim Renewal Contract for the City of Tracy 2014-2016

EA-13-022



**U.S. Department of the Interior
Bureau of Reclamation
Mid Pacific Region
South-Central California Area Office
Fresno, California**

December 2013

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

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

In 2005, the Bureau of Reclamation (Reclamation) issued a Final Environmental Assessment (EA) for renewal of Central Valley Project (CVP) long-term water service contracts for Delta Division contractors which included the City of Tracy (City) as part of its analysis (Reclamation 2005a). At the time, a Finding of No Significant Impact (FONSI) was not issued for renewal of the City's long-term water service contract (Contract No. 14-06-200-7858A) as its contract did not expire until December 31, 2013, negotiations for the long-term renewal contract were not finished, and Endangered Species Act (ESA) consultation was not completed. On May 28, 2013, Reclamation and the City re-initiated negotiations for renewal of the City's long-term water service contract which includes combining its main contract (Contract No. 14-06-200-7858A) with its two partial assignment interim renewal contracts (Contract Nos. 14-06-200-4305A-IR13-B and 7-07-20-W0045-IR13-B) under one long-term water service contract.

As negotiations are ongoing and environmental compliance for execution of a long-term renewal contract is still pending, Reclamation and the City are pursuing execution of an interim renewal contract that would combine the City's main contract and its two partial assignment interim renewal contracts.

Reclamation provided the public with an opportunity to comment on the Draft FONSI and Draft EA between October 21, 2013 and November 20, 2013. Reclamation received one comment letter from the following organizations: California Water Impact Network, Environmental Water Caucus, Restore the Delta, California Sportfishing Protection Alliance, Pacific Coast Federation of Fishermen's Associations, Southern California Watershed Alliance, Winnemem Wintu Tribe, California Save Our Streams Council, Crab Boat Owners Association Inc., North Coast Rivers Alliance, Aqualliance, and Planning and Conservation League. The comment letter and Reclamation's response to comments can be found in Appendix E. Changes from the draft EA that 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 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, 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 required by 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 then with 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 were completed, Reclamation prepared environmental documents that tiered from the PEIS to analyze the local effects of execution of long-term renewal contracts at the division, unit, or facility level. Tiering is defined as the coverage of general matters in broader environmental impact statements (EISs) with site-specific environmental analyses for individual actions. Environmental analysis for the interim renewal contracts has also 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. The PEIS analyzed the differences in the environmental conditions between existing contract requirements (signed prior to CVPIA) and the No Action Alternative described in this EA which is reflective of minimum implementation of the CVPIA.

In accordance with and as required by Section 3404(c) of the CVPIA, Reclamation proposes to execute one Delta Division interim renewal contract beginning January 1, 2014 with the City which would combine its expiring long-term water service contract with its two partial assignment interim renewal contracts (see Table 1-1). When 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 1-1 City of Tracy Existing Contract Amounts and Expiration Dates

Contractor	Contract Number	Contract Quantity (acre-feet per year)	Expiration of Existing Water Service Contract or Interim Renewal Contract
City of Tracy Long-term Water Service Contract	14-06-200-7858A	10,000	12/31/2013
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City of Tracy (partial assignment from The West Side ID)	7-07-20-W0045-IR13-B	2,500 ¹	2/28/2014
¹ With an option to purchase an additional 2,500 acre-feet whenever the City chooses to exercise the option. ID = Irrigation District			

Previous interim renewal EAs for the City's two partial assignments (see Table 1-1) which tiered from the PEIS have been prepared for these contracts and approved as follows:

- A 2012 EA (Reclamation 2012) which covered contract years¹ 2012 through 2014
- A 2010 EA (Reclamation 2010) which covered contract years 2010 through 2012
- A 2008 EA (Reclamation 2008) which covered the contract years 2008 through 2010
- A 2006 Supplemental EA (Reclamation 2006a) which covered the years 2006 and 2007
- A 2004 Supplemental EA (Reclamation 2004a) which covered the contract years 2004 and 2005
- A 2002 Supplemental EA (Reclamation 2002a) which covered the contract years 2002 and 2003
- A 2001 Supplemental EA (Reclamation 2001) which covered the contract year 2001
- A 2000 Supplemental EA (Reclamation 2000a) which covered the contract year 2000
- A 1998 Supplemental EA (Reclamation 1998) which covered the contract years 1998 and 1999,
- A 1994 Interim Renewal Contracts EA (Reclamation 1994) which covered the contract years 1994 through 1997

This EA was developed consistent with regulations and guidance from the Council on Environmental Quality, and in conformance with the analysis provided in *Natural Resources Defense Council v. Patterson*, Civ. No. S-88-1658 (Patterson). In *Patterson* the Court found that "...[on] going projects and activities require NEPA [National Environmental Policy Act] procedures only when they undergo changes amounting in themselves to further 'major action'." In addition, the court went further to state that the NEPA statutory requirement applies only to those changes. The analysis in this EA and the incorporated EAs finds in large part that the renewal of the interim contracts is in essence a continuation of the "status quo", and that although there are financial and administrative changes to the contracts, the contracts continue the existing use and allocation of resources (i.e., the contracts are for the same amount of water and for use on the same lands for existing/ongoing purposes). This EA is therefore focused on the potential environmental effects resulting to proposed changes to the contract as compared to the No Action Alternative.

1.1.1 Central Valley Project Long-Term Renewal Contracts

CVP water service contracts are between the United States and individual water users or contractors 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 capital investment, and to pay the annual O&M costs of the CVP.

Reclamation completed long-term renewal contract environmental documentation in early 2001 for CVP contracts in the Friant Division, Hidden Unit, and Buchanan Unit of the CVP (Reclamation 2000a, 2001). 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

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

Act of 2009 (Public Law 111-11), Reclamation entered into 24 Friant Division 9(d) Repayment Contracts by December 2010.

A Final EIS analyzing effects of the long-term renewal contracts for the Sacramento River Settlement Contracts and the Colusa Drain Mutual Water Company was completed in December 2004 (Reclamation 2004b). 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 for the long-term renewal contract for the Feather Water District water-service replacement contract was completed August 15, 2005 and the long-term renewal contract was executed on September 27, 2005 (Reclamation 2005b).

Environmental documents were completed by Reclamation in February 2005 for the long-term renewal of CVP contracts in the Shasta Division and Trinity River Divisions (Reclamation 2005c), 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.

As described previously, Reclamation completed long-term renewal contract environmental documents for the Delta Division (Reclamation 2005a). Reclamation also completed environmental documentation for the U.S. Department of Veteran Affairs (Reclamation 2005e). In 2005, Reclamation executed 17 Delta Division long-term renewal contracts.

Reclamation completed long-term renewal contract environmental documents for Contra Costa Water District (Reclamation 2005f) and executed a long-term renewal contract in 2005.

Reclamation completed long-term renewal contract environmental documents for the majority of the American River Division (Reclamation 2005g). 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 remaining contractors.

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 environmental documentation for long-term renewal contracts for the San Felipe Unit as well.

Long-term renewal contracts have not been completed for the City, Cross Valley contractors, the San Luis Unit and the 3-way partial assignment for Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and Westlands Water District Distribution District # 1 as ESA consultation for the CVP/State Water Project (SWP) Coordinated Operations was remanded by

the U.S. District Court without *vacatur* prior to completion of the long-term environmental analysis. As the CVP/SWP Coordinated Operations ESA consultation is still pending, Reclamation is pursuing completion of environmental compliance for the remaining long-term contracts under separate environmental documentation.

1.2 Need for the Proposed Action

Interim renewal contracts are needed to provide the mechanism 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 by the City. Additionally, CVP water is essential to continue municipal viability for the City.

The purpose of the Proposed Action is to execute one interim renewal contract for the City in order to continue delivery without interruption of CVP water to the City, and to further implement CVPIA Section 3404(c), until the City's new long-term renewal contract can be executed.

1.3 Scope

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 the City's interim renewal contract for a period not to exceed 26 months (January 1, 2014 through February 29, 2016).

In 2004, Reclamation approved two assignments to the City: (1) an assignment from The West Side Irrigation District for 2,500 acre-feet (AF) per year (AFY) with an option to purchase another 2,500 AFY (Contract No. 7-07-20-W0045-IR13-B) and (2) an assignment from Banta Carbona Irrigation District for 5,000 AFY (Contract No. 14-06-200-4605A-IR13-B). The assignments from Banta Carbona Irrigation District and The West Side Irrigation District increased the City's CVP water supply from 10,000 AF to 17,500 AF and converted the use of these water supplies from agricultural to municipal and industrial (M&I). The conversions and assignments of these two contracts were previously analyzed under EA-01-063 and EA-01-064 and are hereby incorporated by reference (Reclamation 2003a, 2003b). The City intends to exercise its right to purchase the remaining 2,500 AFY from The West Side Irrigation District during the term of the proposed interim renewal contract analyzed in this EA. As the total amount (5,000 AFY) for the partial assignment from The West Side Irrigation District was previously analyzed under EA-01-064 and approved by Reclamation, that analyses will not be repeated in this EA.

Delta exports of CVP water for delivery under interim renewal contracts are an on-going action and the diversion of CVP waters for export to South-of-Delta contractors is described in the PEIS (see Chapter III of the PEIS). As the diversion of water for delivery under the interim renewal contract is an on-going action, this EA covers the environmental analysis of fulfilling Reclamation's obligation to execute an interim renewal contract for the City pending execution of its long-term renewal contract. Renewal of the contracts is required by Reclamation Law, including the CVPIA, and continues the current use and allocation of resources by CVP contractors, within the framework of implementing the overall CVPIA programs.

Environmental reviews of CVP operations and other contract actions have been or are being conducted within the framework of the CVPIA PEIS. As discussed above, the long-term contract renewals for many CVP contractors both north and south of the Delta have already been executed following site-specific environmental review with a few, such as the City, remaining to be completed. Water resources north of the Delta including the Trinity, Sacramento and American rivers are not analyzed in this EA. Several environmental documents and associated programs, address north of Delta water resources including:

- The Bay Delta Conservation Plan that is being developed to provide the basis for the issuance of endangered species permits for the operation of the CVP and SWP. The plan is a long-term conservation strategy that addresses species, habitat and water resources that drain to the Delta.
- The Trinity River Restoration Program was developed to restore the Trinity River as a viable fishery. The 2001 Trinity River ROD issued for the program specifies four modes of restoration including: flow management through releases from Lewiston Dam, construction of channel rehabilitation sites, augmentation of spawning gravels, control of fine sediments and infrastructure improvements to accommodate high flow releases.
- The CVP Conservation Program was formally established to address Reclamation's requirements under the ESA. Over 80 projects have been funded by the CVP Conservation Program since its beginning and more recent budgets are allowing for funding of seven to fourteen projects annually.
- The Habitat Restoration Program was established under Title 34 of the CVPIA to protect, restore, and mitigate for past fish and wildlife impacts of the CVP not already addressed by the CVPIA.
- The CVPIA PEIS (described above).

1.4 Issues Related to CVP Water Use Not Analyzed

1.4.1 Contract Service Areas

No changes to the City's service area are included as a part of the alternatives or analyzed within this EA. Reclamation's approval of a request by the City 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 the City'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. As noted above, the partial assignments from Banta-Carbona Irrigation District and The West Side Irrigation District have previously been analyzed.

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 municipal and industrial (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.

1.5 Resources of Potential Concern

This EA will analyze the affected environment of the Proposed Action and No Action Alternative in order to determine the potential direct and indirect impacts and cumulative effects to the following resources:

- Water Resources
- Land Use
- Biological Resources
- Cultural Resources
- Indian Sacred Sites
- Indian Trusts Assets (ITA)
- Socioeconomic Resources
- Environmental Justice
- Air Quality
- Global Climate

Section 2 Alternatives Including the Proposed Action

The No Action Alternative and the Proposed Action include the issuance of an interim renewal contract that would combine the City's expiring long-term water service contract and the City's two partial assignment contracts under one contract. The three contracts, their contract entitlements, and purpose of use can be found in Table 2-1 below.

Table 2-1 Contracts, Contract Entitlements and Purpose of Use

Contractor	Contract number	Contract Quantity (AFY)	Purpose of Use
City of Tracy	14-06-200-7858A	10,000	M&I only
City of Tracy (partial assignment from Banta-Carbona ID)	14-06-200-4305A-IR13-B	5,000	M&I only
City of Tracy (partial assignment from The West Side ID)	7-07-20-W0045-IR13-B	2,500 ¹	M&I only
¹ With an option to purchase an additional 2,500 AF whenever the City chooses to exercise the option. ID = Irrigation District			

As the City intends to exercise its option to purchase the additional 2,500 AFY from The West Side Irrigation District under either alternative, the contract total following execution of the option would be 20,000 AFY. For purposes of this EA, the following assumptions are made under each alternative:

- A. A 26 month interim renewal period is considered in the analysis, though contracts may be renewed for a shorter period.
- B. The contracts would be renewed with existing contract quantities as reflected in Table 2-1;
- C. 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; and
- D. Reclamation would implement its obligations resulting from Court Orders issued in actions challenging applicable biological opinions that take effect during the interim renewal period.

2.1 No Action Alternative

The No Action Alternative is the continued delivery of CVP water under the interim renewal of existing contracts, which includes terms and conditions required by non-discretionary CVPIA provisions. The No Action Alternative, therefore, consists of the interim renewal of current water service contracts that were considered as part of the Preferred Alternative of the CVPIA PEIS (Reclamation 1999) adapted to apply for an interim period.

The CVPIA PEIS Preferred Alternative assumed that most contract provisions would be similar to many of the provisions in the 1997 CVP interim renewal contracts, which included contract terms and conditions consistent with applicable CVPIA requirements.

Section 3405(d) of the CVPIA requires tiered pricing to be included in contracts greater than three years in duration. Consequently, if at least 80 percent of the contract total is delivered in any year for contracts greater than three years, in such year incremental charges based on the 80/10/10 pricing structure would be collected and paid to the Restoration Fund.

2.1.1 Other Contract Provisions of Interest

Several applicable CVPIA provisions which were incorporated into the Preferred Alternative of the Final PEIS and which are included in the No Action alternative include defining M&I water users, requiring water measurement, and requiring water conservation. These provisions were summarized in EA-07-56 (Reclamation 2007a) and are incorporated by reference into this EA.

In addition, the No Action Alternative includes environmental commitments as described in the biological opinion for the CVPIA PEIS (Reclamation 2000b).

2.2 Proposed Action

Reclamation proposes to execute one interim renewal water service contract that merges the three contracts listed in Table 2-1, as negotiated by Reclamation and the City. Reclamation and the City have completed negotiations on the interim renewal contract. The interim renewal contract was released for public review on October 21, 2013 at the following website: http://www.usbr.gov/mp/cvpia/3404c/lt_contracts/2014_int_cts/index.html. In the event a 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.

No changes to the City's service area or water deliveries are part of the Proposed Action. CVP water deliveries under the proposed interim renewal contract can only be used within the City's designated contract service area (see Appendix A for service area map). The contract service area for the proposed interim renewal contract has not changed from the service area approved by Reclamation under the existing long-term water service contract or interim renewal contracts listed in Table 2-1. If the City proposes to change the designated contract service area, separate environmental documentation and approval will be required.

CVP water could be delivered under the interim renewal contract in quantities up to the contract total, although it is likely that deliveries would be less than the contract total due to hydrologic, regulatory, and operational uncertainties.

- | The proposed interim renewal contract contains provision(s) 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 interim renewal contract considered in this EA. As a result, by their

express terms the interim renewal contract analyzed herein would conform to any applicable requirements lawfully imposed under the federal ESA or other applicable environmental laws.

2.2.1 Comparison of Alternative Differences

The primary difference between the Proposed Action and the No Action Alternative is that the Proposed Action does not include tiered pricing. Section 3405(d) of the CVPIA does not require tiered pricing to be included in contracts of three years or less in duration and negotiations between Reclamation and Delta Division contractors concluded with a form of contract which does not include tiered pricing. Consequently, if at least 80 percent of the contract total is delivered in any year during the term of the interim renewal contract, in such year no incremental charges for water in excess of 80 percent of the contract total would be collected and paid to the Restoration Fund.

2.3 Alternatives Considered but Eliminated from Further Analysis

2.3.1 Non-Renewal of Contracts

Section 1(4) of the “Administration of Contracts under Section 9 of the Reclamation Project Act of 1939” dated July 2, 1956 provided for the rights of irrigation contractors to a stated quantity of the project yield for the duration of their contracts and any renewals thereof provided they complied with the terms and conditions of those contracts and Reclamation law. Section 2 of the “Renewal of Water Supply Contracts Act of June 21, 1963” provided the same for M&I contractors. Therefore, Reclamation does not have the discretionary authority to not renew CVP water service contracts. Reclamation law mandates renewals at existing contract amounts when the water is being beneficially used. The non-renewal alternative was considered, but eliminated from analysis in this EA because Reclamation has no discretion not to renew existing water service contracts as long as the contractors are in compliance with the provisions of their existing contracts.

2.3.2 Reduction in Interim Renewal Contract Water Quantities

Reduction of contract water quantities due to the current delivery constraints on the CVP system was considered, but eliminated from the analysis of the interim renewal contract for several reasons:

First, the Reclamation Project Act of 1956 and the Reclamation Project Act of 1963 mandate renewal of existing contract quantities when beneficially used. Irrigation and M&I uses are beneficial uses recognized under federal Reclamation and California law. Reclamation has determined that the contractor has complied with contract terms and the requirements of applicable law. Reclamation also has performed water needs assessments for all the CVP contractors to identify the amount of water that could be beneficially used by each water service contractor. In the case of each interim renewal contractor, the contractor’s water needs equaled or exceeded the current total contract quantity.

Second, the analysis of the PEIS resulted in selection of a Preferred Alternative that required contract renewal for the full contract quantities and took into account the balancing requirements of CVPIA (p. 25, PEIS ROD). The PEIS ROD acknowledged that contract quantities would

remain the same while deliveries are expected to be reduced in order to implement the fish, wildlife, and habitat restoration goals of the Act, until actions under CVPIA 3408(j) to restore CVP yield are implemented (PEIS ROD, pages 26-27). Therefore, an alternative reducing contract quantities would not be consistent with the PEIS ROD and the balancing requirements of CVPIA.

Third, the shortage provision of the water service contract provides Reclamation with a mechanism for annual adjustments in contract supplies. The provision protects Reclamation from liability from the shortages in water allocations that exist due to drought, other physical constraints, and actions taken to meet legal or regulatory requirements. Reclamation has relied on the shortage provisions to reduce contract allocations to water service contractors in most years in order to comply with regulation requirements. Further, CVP operations and contract implementation, including determination of water available for delivery, is subject to the requirements of biological opinions issued under the federal ESA for those purposes. If contractual shortages result because of such requirements, the Contracting Officer has imposed them without liability under the contracts.

Fourth, retaining the full historic water quantities under contract provides the contractors with assurance the water would be made available in wetter years and is necessary to support investments for local storage, water conservation improvements and capital repairs.

Therefore, an alternative reducing contract quantities would not be consistent with Reclamation law or the PEIS ROD, would be unnecessary to achieve the balancing requirements of CVPIA or to implement actions or measure that benefit fish and wildlife, and could impede efficient water use planning in those years when full contract quantities can be delivered.

3.1 Resources Eliminated from Further Analysis

Reclamation analyzed the affected environment and determined that neither Proposed Action nor the No Action Alternative have the potential to cause direct, indirect, or cumulative effects to the resources listed in Table 3-1.

Table 3-1 Resources Eliminated from Further Analysis

Resource	Reason Eliminated
Land Use	The interim renewal contract for the City under either alternative would not provide for additional water supplies that could act as an incentive for conversion of native habitat. Use of contract water for M&I purposes under the proposed interim renewal contract would not change from the purpose of use specified in their existing contracts. Consequently, there would be no impacts to land use as a result of the Proposed Action or No Action alternative.
Cultural Resources	There would be no impacts to cultural resources under the No Action alternative as conditions would remain the same as existing conditions. 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 B for Reclamation's determination.
Indian Sacred Sites	No impact to Indian sacred sites would occur under the No Action Alternative as conditions would remain the same as existing conditions. The Proposed Action would not limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or affect the physical integrity of such sacred sites. There would be no impacts to Indian sacred sites as a result of the Proposed Action.
Indian Trust Assets	No impact to ITA would occur under the No Action Alternative as conditions would remain the same as existing conditions. No physical changes to existing facilities are proposed and no new facilities are proposed. Continued delivery of CVP water to the City under an interim renewal contract would not affect any ITA because existing rights would not be affected; therefore, Reclamation has determined that the Proposed Action would not impact ITA. See Appendix C for Reclamation's determination.
Air Quality	Neither the No Action nor Proposed Action alternative would require construction or modification of facilities to move CVP water to the City. CVP water would be moved via gravity and electric pumps along the Delta-Mendota Canal which would not produce emissions that impact air quality. The generating power plant that produces the electricity to operate the electric pumps does produce emissions that impact air quality; however, water under the Proposed Action is water that would be delivered from existing facilities under either alternative and is therefore part of the existing conditions. In addition, the generating power plant is required to operate under permits issued by the air quality control district. As the Proposed Action would not change the emissions generated at the generating power plant, no additional impacts to air quality would occur and a conformity analysis is not required pursuant to the Clean Air Act.
Energy Use and Global Climate	Neither the Proposed Action nor the No Action alternative would involve physical changes to the environment or construction activities that could impact global climate change. Generating power plants that produce electricity to operate the electric pumps produce carbon dioxide that could potentially contribute to greenhouse gas emissions; however, water under the Proposed Action is water that would be delivered from existing facilities under either alternative and is therefore part of the existing conditions. There would be no additional impacts to global climate change as a result of the Proposed Action. Global climate change is expected to have some effect on the snow pack of the Sierra Nevada and the runoff regime. Current data are not yet clear on the hydrologic changes and how they will affect the San Joaquin Valley. CVP water allocations are made dependent on hydrologic conditions and environmental requirements. Since Reclamation operations and allocations are flexible, any changes in hydrologic conditions due to global climate change would be addressed within Reclamation's operation flexibility and therefore surface water resource changes due to climate change would be the same with or without either alternative.

3.2 Water Resources

3.2.1 Affected Environment

Reclamation makes CVP water available to contractors for reasonable and beneficial uses, but this water is generally insufficient to meet all of the contractors' needs due to hydrologic conditions and/or regulatory constraints. In contractors' service areas, contractors without a sufficient CVP water supply may extract groundwater if pumping is feasible or negotiate water transfers with other contractors.

Water Delivery Criteria

The amount of CVP water available each year for 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 2004c).

Contractor Water Needs Assessment

As part of the long-term renewal process required by CVPIA 3406(c), a Water Needs Assessment was developed in order to identify the beneficial and efficient future water needs and demands for each long-term renewal contractor. The demands were compared to available non-CVP water supplies to determine the need for CVP water. If the negative amount (unmet demand) was within 10 percent of the total supply for contracts greater than 15,000 AFY, or within 25 percent for contracts less than or equal to 15,000 AFY, the test of full future need of the water supplies under the contract was deemed to be met. Because the CVP was initially established as a supplemental water supply for areas with inadequate supplies, the needs for most contractors were at least equal to the CVP water service contract and frequently exceeded the previous contract amount. Increased total contract amounts were not included in the needs assessment because the CVPIA stated that Reclamation cannot increase contract supply quantities. The analysis for the Water Needs Assessment did not consider that the CVP's ability to deliver CVP water has been constrained in recent years and may be constrained in the future because of many factors including hydrologic conditions and implementation of federal and state laws. The likelihood of contractors actually receiving the full contract amount in any given year is uncertain. No new water needs assessments are anticipated.

The City's water needs analysis, completed by Reclamation in May 2006, estimated that there would be no unmet demand for 2025 dependent on continuation of transfers from other water districts such as Banta Carbona Irrigation District and The West Side Irrigation District (see Appendix D).

City of Tracy

The City provides water service to its residents as well as to approximately 400 residents of the Larch-Clover County Services District and the unincorporated Patterson Business Park (City of

Tracy 2011a). The City's water needs are met through surface water and groundwater from the following sources: CVP contracts, surface water from the South County Water Supply Program, and local groundwater. Historically, between 50 to 60 percent of the City's water needs were met with surface water and the remaining through groundwater (City of Tracy 2011a and 2011b). Between 2005 and 2012, surface water supplies ranged from 66 percent to 95 percent of total water supplies used within the City (Table 3-2).

Table 3-2 City of Tracy's Water Supplies 2005-2012

Year	CVP Contracts ¹	South County Water Supply Project	Groundwater	Total	Percent Surface Water ²
2005	28,623	9,655	17,881	58,164	66
2006	19,647	27,369	9,313	58,336	81
2007	20,944	28,019	11,268	62,238	79
2008	21,117	24,604	7,975	55,703	82
2009	16,352	31,921	4,073	54,355	89
2010	17,565	33,298	1,528	54,400	93
2011	16,316	36,193	897	55,418	95
2012	16,622	39,665	1,298	59,596	94
Average	19,648	28,840	6,779	57,276	85
¹ Includes the City's long-term contract and two partial assignments.					
² Includes CVP and South County Water Supply Project supplies.					

Since 2005, the City has received a supplemental supply from the Stanislaus River through the South County Water Supply Program, which is a cooperative effort of the South San Joaquin Irrigation District and the Cities of Manteca, Escalon, Lathrop, and Tracy.

The Tracy groundwater storage basin has been predicted to have a safe yield² of approximately 9,000 AFY; however, the City's long-term plans are to reduce the use of groundwater except for emergency and/or high peak demands (City of Tracy 2011b). The City predicts that all water demands, approximately 30,100 AFY in 2041, would be met or exceeded by the sources listed in Table 3-2 (City of Tracy 2011a).

CVP Contracts On July 22, 1974 the City signed a long-term water service contract (Contract No. 14-06-200-7858A) with Reclamation for 10,000 AFY of CVP water from the Delta (Reclamation 1974), which expires December 31, 2013. In addition, as described in Section 1.3, Reclamation approved the partial assignments from Banta Carbona Irrigation District and The West Side Irrigation District to the City in 2004 for 5,000 AFY and 2,500 AFY, respectively (Reclamation 2006b and 2006c). The assignment from The West Side Irrigation District included an option for the City to purchase an additional 2,500 AFY for a contract total of 5,000 AFY. As described in Section 1.3, the total amount (5,000 AFY) being delivered to the City was previously analyzed in EA-01-064 and approved by Reclamation. The two assignments are currently on their thirteenth interim renewal contract. Under the Proposed Action, these three

² Safe yield, or current perennial yield, is the maximum quantity of water that can be annually withdrawn from a groundwater basin over a long period of time (during which water supply conditions approximate average conditions) without developing an overdraft condition.

contracts would be combined into one interim renewal contract for a contract total of 20,000 AFY once the 2,500 AFY option is exercised.

CVP-Related Actions In 2012, Reclamation approved a long-term (through contract year 2035) groundwater banking program for up to 10,500 AFY of the City's available CVP water supplies within Semitropic Water Storage District (Agreement No. 7858A-WB-2011-1). This program was analyzed in EA-09-164 (Reclamation 2009). The City currently has 6,100 AF of water stored in Semitropic Water Storage District.

As a Delta Division contractor, the City receives its CVP supply from a turnout on the Delta-Mendota Canal. Because the CVP water is used for M&I purposes, it must be treated before delivery. The treatment process for the CVP supply consists of chemical oxidation, coagulation, flocculation, filtration, and chlorination. In addition, chloramines (the combination of chlorine and a small amount of ammonia) are used as the residual disinfectant in the water distribution system. The CVP water is transferred by pipeline to the water treatment plant and, after treatment, transferred by pipeline to M&I users.

3.2.2 Environmental Consequences

No Action

Contract provisions under the No Action alternative stipulate that a tiered pricing structure (80/10/10 tiered pricing) would be applied as tiered pricing is mandated under the water conservation section of the CVPIA for contracts of more than three years. The application of tiered pricing could adversely affect the City due to increased costs. However, the impact from tiered pricing would occur only when allocations are above 80 percent which has only occurred twice in the last 10 years (2005 and 2006). Therefore, any changes due to tiered pricing would likely be within the normal range of annual or seasonal variations.

Proposed Action

Under the Proposed Action, Reclamation would execute one interim renewal contract that would combine the City's long-term water service contract with its two partial assignment interim renewal contracts. The combining of the contracts is administrative in nature and would not in itself result in any impacts. As described in Section 1.3, the City intends to purchase the additional 2,500 AFY from The West Side Irrigation District assignment which was previously analyzed and approved by Reclamation in EA-01-064. Execution of an interim renewal contract for the City would not change contract water quantities from the quantities in the existing contracts and would not lead to any increased water use beyond what was previously analyzed. In addition, as a requirement of the interim renewal contract, CVP water under the Proposed Action would be limited to areas within the City that were previously eligible to receive CVP water for M&I purposes under its current contracts. Therefore, there would be no adverse effects to water resources as a result of the Proposed Action.

Cumulative Impacts

Reclamation's action is the execution of an interim renewal contract between the United States and the City under either the No Action or the Proposed Action alternatives as required by CVPIA 3404(c). The City has an existing long-term water service contract and two interim renewal contracts which are being combined under both the No Action and Proposed Action

alternatives covered in this EA. These contracts are also going to be combined under the City's long-term renewal contract which is still pending completion of environmental compliance as described in Section 1.1. It is likely that subsequent interim renewals would be needed in the future pending the execution of the City's long-term renewal contract. Because the execution of interim renewal contracts maintain the status quo of deliverable quantities and CVP operations, and in essence only change the legal arrangements of a continuing action, they do not contribute to cumulative impacts in any demonstrable manner.

3.3 Biological Resources

3.3.1 Affected Environment

A list of endangered, threatened, and sensitive species that may occur within the two U.S. Geologic Survey 7.5 minute quadrangles which underlie the action area (Tracy and Union Island), and four neighboring quadrangles (Clifton Court Forebay, Midway, Lathrop and Vernalis), was obtained from the USFWS website for federally listed species (Document No. 130919010916) on September 19, 2013 (Table 3-3). Additional data was obtained from the California Department of Fish and Wildlife's California Natural Diversity Database (CNDDDB). The CNDDDB data is from September 2013. This information, in addition to other information within Reclamation's files, was reviewed to determine potential for species to occur within the City's service area.

Table 3-3 Federally protected species within or near the City of Tracy Service Area

Species	Status ¹	Effects ²	Occurrence in the Study Area ³
AMPHIBIANS			
California red-legged frog (<i>Rana draytonii</i>)	T, X	NE	Absent. No individuals or habitat in area of effect. Proposed Action area not within designated critical.
California tiger salamander, central population (<i>Ambystoma californiense</i>)	T	NE	Absent. No individuals or habitat in area of effect.
BIRDS			
Burrowing Owl (<i>Athene cunicularia</i>)	MBTA	NT	Present. Presumed extant in service area and habitat present. No construction of new facilities; no conversion of lands from existing uses.
Swainson's Hawk (<i>Buteo swainsoni</i>)	MBTA	NT	Possible. Presumed extant in service area and habitat present. No construction of new facilities; no conversion of lands from existing uses.
FISH			
Central Valley spring-run chinook salmon (<i>Oncorhynchus tshawytscha</i>)	T NMFS	NE	Absent. No natural waterways within the species' range will be affected by the proposed action. There will be no effect to Delta pumping.
Central Valley steelhead (<i>Oncorhynchus mykiss</i>)	T, X NMFS	NE	Absent. No natural waterways within the species' range will be affected by the proposed action. There will be no effect to Delta pumping.
Delta smelt (<i>Hypomesus transpacificus</i>)	T, X	NE	Absent. No natural waterways within the species' range will be affected by the proposed action. There will be no effect to Delta pumping.
Green sturgeon (<i>Acipenser medirostris</i>)	T NMFS	NE	Absent. No natural waterways within the species' range will be affected by the proposed action. There will be no effect to Delta pumping.
Winter-run chinook salmon, Sacramento River (<i>Oncorhynchus tshawytscha</i>)	E NMFS	NE	Absent. No natural waterways within the species' range will be affected by the proposed action. There will be no effect to Delta pumping.

Species	Status ¹	Effects ²	Occurrence in the Study Area ³
INVERTEBRATES			
Conservancy fairy shrimp (<i>Branchinecta conservatio</i>)	E	NE	Absent. No individuals or vernal pools in area of effect.
Longhorn fairy shrimp (<i>Branchinecta longiantenna</i>)	E, X	NE	Absent. No individuals or vernal pools in area of effect. Proposed Action area not within designated critical habitat.
Valley elderberry longhorn beetle (<i>Desmocerus californicus dimorphus</i>)	T	NE	Unlikely. No records of this species within the Action Area. The nearest occurrence is 5 miles to the north. No construction of new facilities; no conversion of lands from existing uses.
Vernal pool fairy shrimp (<i>Branchinecta lynchi</i>)	T, X	NE	Absent. No individuals or vernal pools in area of effect. Proposed Action area not within designated critical habitat.
Vernal pool tadpole shrimp (<i>Lepidurus packardii</i>)	E	NE	Absent. No individuals or vernal pools in area of effect.
MAMMALS			
Riparian brush rabbit (<i>Sylvilagus bachmani riparius</i>)	E	NE	Absent. No individuals or habitat in area of effect.
Riparian (San Joaquin Valley) woodrat (<i>Neotoma fuscipes riparia</i>)	E	NE	Absent. No individuals or habitat in area of effect.
San Joaquin kit fox (<i>Vulpes macrotis mutica</i>)	E	NE	Present. Presumed extant in and around service area and habitat present. No construction of new facilities; no conversion of lands from existing uses.
PLANTS			
Contra Costa goldfields (<i>Lasthenia conjugens</i>)	X	NE	Absent. No individuals or habitat in area of effect. Proposed Action area not within designated critical habitat.
Large-flowered fiddleneck (<i>Amsinckia grandiflora</i>)	E, X	NE	Absent. No individuals or habitat in area of effect. Proposed Action area not within designated critical habitat.
REPTILES			
Alameda whipsnake (<i>Masticophis lateralis euryxanthus</i>)	T, X	NE	Absent. No individuals or habitat in area of effect. Proposed Action area not within designated critical habitat.
Giant garter snake (<i>Thamnophis gigas</i>)	T	NE	Absent. No individuals or habitat in area of effect.
¹ Status= Listing of Federally special status species E: Listed as Endangered under the federal Endangered Species Act MBTA: Species protected under the Migratory Bird Treaty Act NMFS: Species under the Jurisdiction of the National Oceanic & Atmospheric Administration Fisheries Service. T: Listed as Threatened under the federal Endangered Species Act X: Critical habitat designated under the federal Endangered Species Act ² Effects = Effect determination NE: No Effect from the Proposed Action on federally-listed species NT: No Take would occur from the Proposed Action to migratory birds ³ Definition Of Occurrence Indicators Absent: Species not recorded in action area and/or habitat requirements not met Possible: Species and habitat recorded in action area but only during avian nesting season Present: Species and habitat recorded in action area and habitat present Unlikely: Species recorded in vicinity of action area but lands provide unsuitable habitat			

Critical Habitat and Special-status Species within the City's CVP Service Area

No proposed or designated critical habitat occurs within the City's service area, except for Delta smelt. Lands within the action area are predominately urban development (City of Tracy 2011b).

Few special-status species can use these lands except for the western burrowing owl, Swainson's hawk, and San Joaquin kit fox.

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan

The San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (HCP) was adopted in 2001 (SJMSCP 2000). The HCP is intended to provide a strategy for conserving agricultural lands and wildlife habitat while accommodating population growth and property rights of individual landowners. The plan includes coverage of affects to foraging habitat for Swainson's hawk, burrowing owl and numerous other bird species, possible nesting habitat for burrowing owl, and possible foraging and dispersal habitat for San Joaquin kit fox, among others. The City is a participant of the HCP.

Documents Addressing Potential Impacts of Actions of the CVP (Other than the Proposed Action) to Listed Species

Coordinated Operations of the CVP and SWP In December 2008, USFWS issued a biological opinion analyzing the effects of the coordinated long-term operation of the CVP and SWP in California. The USFWS biological opinion concluded that "the coordinated operation of the CVP and SWP, as proposed, was likely to jeopardize the continued existence of the delta smelt" and "adversely modify delta smelt critical habitat." The USFWS biological opinion included a Reasonable and Prudent Alternative (RPA) for CVP and SWP operations designed to allow the projects to continue operating without causing jeopardy or adverse modification. On December 15, 2008, Reclamation provisionally accepted and then implemented the USFWS RPA.

The National Marine Fisheries Service (NMFS) issued its biological opinion analyzing the effects of the coordinated long-term operation of the CVP and SWP on listed salmonids, green sturgeon and Southern resident killer whale in June 2009. The NMFS biological opinion concluded that the long-term operation of the CVP and SWP, as proposed, was likely to jeopardize the continued existence of Sacramento River winter-run Chinook salmon, Central Valley spring-run Chinook salmon, Central Valley steelhead, Southern distinct population segment (DPS) of North American green sturgeon, and Southern Resident killer whales. Also the NMFS biological opinion concluded that the coordinated long-term operation of the CVP and SWP, as proposed, was likely to destroy or adversely modify critical habitat for Sacramento River winter-run Chinook salmon, Central Valley spring-run Chinook salmon, Central Valley steelhead and the Southern DPS of North American green sturgeon. The NMFS biological opinion included an RPA designed to allow the projects to continue operating without causing jeopardy or adverse modification. On June 4, 2009, Reclamation provisionally accepted and then implemented the NMFS RPA.

Since that time, the Eastern District Court of California remanded without *vacatur* both biological opinions and ordered Reclamation to comply with NEPA before accepting the RPAs. It is expected that once a new Proposed Action is selected through the NEPA process, Reclamation will provide a new biological assessment to the USFWS and NMFS and request consultation.

O&M Program for the South-Central California Area Office Reclamation 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 the USFWS on February 17, 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 woolly-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.

3.3.2 Environmental Consequences

No Action

The No Action alternative is the renewal of existing contracts as required by non-discretionary CVPIA provisions addressed in the CVPIA PEIS. The No Action alternative would continue, for an interim period, water deliveries that accommodate current land uses pending execution of the City's long-term renewal contract. No construction of new facilities or modification of existing facilities would occur as water deliveries would be from existing infrastructure. No change in water diversions from the Delta would occur. The conditions of special-status wildlife species and habitats under the No Action Alternative would remain the same as they would be under existing conditions described in the Affected Environment. Therefore, there would be no impacts to biological resources since conditions would remain the same as existing conditions.

Proposed Action

The Proposed Action is the execution of one interim renewal contract for the City that combines its three existing CVP contracts. The Proposed Action would not result in any change in existing water diversions from the Delta nor would it require construction of new facilities or modification of existing facilities for water deliveries. The City's CVP water supply would continue to be used for M&I purposes within its existing CVP service area as shown in Appendix A. In addition, the City has confirmed that the water would be delivered to existing urban development, through existing facilities, as has been done under existing contracts, and would not be used for land conversion (Personal communication with S. Bayley, City of Tracy). As the action is only for up to 26 months, the City would not be able to rely on this water to plan or implement additional expansion of homes or businesses. As with the No Action alternative, there would be no impacts to biological resources since conditions would remain the same as existing conditions.

Cumulative Impacts

As the Proposed Action and No Action alternatives would not result in any direct or indirect impacts to biological resources, neither would contribute cumulatively to any impacts.

3.4 Socioeconomic Resources

3.4.1 Affected Environment

The City, located in San Joaquin County, lies between the San Francisco and Sacramento metropolitan areas and is considered an important suburb of the San Francisco Bay Area (City of Tracy 2013). The City was initially started as an agricultural community but has since developed into a primarily residential community due to the influx of people from the Bay Area seeking

affordable housing (City of Tracy 2011b). Demographic information for the City, San Joaquin County, and the State is summarized in Table 3-4.

Table 3-4 Socioeconomic Data

Data	City of Tracy	San Joaquin County	California
2012 Population estimate	84,669	702,612	38,041,430
2012 Unemployment rate	9.5%	15.2%	10.5%
2013 Unemployment rate	7.5%	12.2%	8.8%
Median Household income 2007-2011	\$76,739	\$53,764	\$61,632
Persons below poverty level 2007-2011	8.9%	16.7%	14.4%
Source: U.S. Census Bureau 2013, California Employment Development Department 2013			

3.4.2 Environmental Consequences

No Action

Renewal of interim renewal contracts under the No Action alternative with only minor administrative changes to the contract provisions would not result in a change in contract water quantities or a change in water use; however, contract provisions which stipulate the tiered water pricing structure (80/10/10) for contracts greater than three years could place an additional financial burden on the City when tiered pricing is required. M&I users would be impacted by changes in water supply costs, placing increased pressure on low income households. However, the impact from tiered pricing would occur only when allocations are above 80 percent, which has only occurred twice in the last 10 years (2005 and 2006). Therefore, any changes due to tiered pricing would likely be within the normal range of annual or seasonal variations.

Proposed Action

The renewal of interim renewal contracts with only minor administrative changes to the contract provisions would not result in a change in contract water quantities or a change in water use and would not adversely impact socioeconomic resources within the City's service area.

Cumulative Impacts

The No Action alternative could have cumulatively adverse impacts to socioeconomic resources when tiered pricing is required due to additional financial burdens. The Proposed Action may have slight beneficial impacts to socioeconomic resources over the short-term due to the continued stability within the City's service area; however, the duration of the interim renewal period is only for up to 26 months or until the renewal of the long-term contract has been executed whichever is sooner. Consequently, the Proposed Action would not have any long-term cumulative impacts to socioeconomic resources.

3.5 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.

3.5.1 Affected Environment

In 2013, 63.8 percent of the City's population was identified as minority (U.S. Census Bureau 2013). This is slightly higher than the State (60.6 percent) and slightly lower than San Joaquin County (65 percent).

3.5.2 Environmental Consequences

No Action

Renewal of interim renewal contracts under the No Action alternative with only minor administrative changes to the contract provisions would not result in a change in contract water quantities or a change in water use; however, contract provisions which stipulate the tiered water pricing structure (80/10/10) could place an additional financial burden on the City when tiered pricing is required. M&I users would be impacted by changes in water supply costs placing increased pressure on low income, minority households. Therefore, the No Action alternative could adversely impact minority and disadvantaged populations when tiered pricing is required. However, as discussed previously, the impact from tiered pricing would occur only when allocations are above 80 percent which has only occurred twice in the last 10 years (2005 and 2006). Therefore, any changes due to tiered pricing would likely be within the normal range of annual or seasonal variations.

Proposed Action

Renewal of interim renewal contracts with only minor administrative changes to the contract provisions would not result in a change in contract water quantities or a change in water use. The Proposed Action 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

Employment opportunities for low-income wage earners and minority population groups would be within historical conditions under either alternative. Neither alternative would subject disadvantaged or minority populations to disproportionate impacts, except when tiered pricing is required under the No Action alternative. The No Action alternative could have cumulatively adverse impacts to minority and disadvantaged populations when tiered pricing is required due to additional financial burdens placed on an already economically impacted area. 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 adverse cumulative impacts as a result of the Proposed Action.

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 review period.

4.2 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.

The Proposed Action would support existing uses and conditions. No native lands would be converted or cultivated with CVP water. The water would be delivered to existing urban development, through existing facilities, as has been done under existing contracts, and would not be used for land conversion. As such, Reclamation has determined that there would be *No Effect* to species and critical habitat for the Proposed Action under the jurisdiction of USFWS and NMFS.

Section 5 Preparers and Reviewers

Rain Emerson, Natural Resources Specialist, SCCAO

Jennifer Lewis, Wildlife Biologist, SCCAO

Mark Carper, Archaeologist, MP-153

Patricia Rivera, ITA, MP-400

Erma Leal, Repayment Specialist, SCCAO-445 – reviewer

Eileen Jones, Repayment Specialist, SCCAO-TO-440 – reviewer

Ben Lawrence, Natural Resources Specialist, SCCAO – reviewer

Chuck Siek, Supervisory Natural Resources Specialist, SCCAO – reviewer

Randy English, Resources Management Division Chief, SCCAO – reviewer

Section 6 Acronyms and Abbreviations

AF	Acre-feet
AFY	Acre-feet per year
City	City of Tracy
CNDDDB	California Natural Diversity Database
CVP	Central Valley Project
CVPIA	Central Valley Project Improvement Act
Delta	Sacramento-San Joaquin River Delta
DPS	Distinct Population Segment
EA	Environmental Assessment
EIS	Environmental Impact Statement
ESA	Endangered Species Act
FONSI	Finding of No Significant Impact
ITA	Indian Trust Asset
M&I	Municipal and Irrigation
NEPA	National Environmental Policy Act
NMFS	National Marine Fisheries Service
O&M	Operation and maintenance
PEIS	Programmatic Environmental Impact Statement
Reclamation	Bureau of Reclamation
ROD	Record of Decision
RPA	Reasonable and Prudent Alternative
SWP	State Water Project
USFWS	U.S. Fish and Wildlife Service

Section 7 References

Bureau of Reclamation (Reclamation). 1974. City of Tracy Long-term Contract. Contract 14-06-200-7858A. Mid-Pacific Region South-Central California Area Office. Fresno, California

Bureau of Reclamation (Reclamation). 1994. Interim Renewal Contracts Final Environmental Assessment. Mid-Pacific Region Regional Office. Sacramento, California.

Bureau of Reclamation (Reclamation). 1998. Finding Of No Significant Impact And Supplemental Environmental Assessment for the Renewal of 54 Interim Water Service Contracts through February 29, 2000. Mid-Pacific Region Regional Office. Sacramento, California.

Bureau of Reclamation (Reclamation). 1999a. 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). 2000a. Final Supplemental Environmental Assessment for the Renewal of 54 Interim Water Service Contracts through February 28, 2001, Central Valley Project, California. Mid-Pacific Region Regional Office. Sacramento, California.

Bureau of Reclamation (Reclamation). 2000b. Draft Biological Opinion on Operation of the CVP and Implementation of the CVPIA. Mid-Pacific Region South-Central California Area Office. Fresno, California. Available at <http://www.usbr.gov/mp/cvpia/>.

Bureau of Reclamation (Reclamation). 2001. Supplemental Environmental Assessment for the 2001 Renewal of Interim Water Service Contracts Through February 29, 2002, Central Valley Project. Mid-Pacific Region Regional Office. Sacramento, California.

Bureau of Reclamation (Reclamation). 2002a. Supplemental Environmental Assessment for the 2002 Renewal of Interim Water Service Contracts Through February 29, 2004, Central Valley Project, California. Mid-Pacific Region Regional Office. Sacramento, California.

Bureau of Reclamation (Reclamation). 2002c. Central Valley Project Improvement Act: 10 Years of Progress. Mid-Pacific Region Regional Office. Sacramento, California.

Bureau of Reclamation (Reclamation). 2003a. Final Environmental Assessment and Finding of No Significant Impact (EA-01-63). Banta Carbona Irrigation District/City of Tracy Water Assignment Project (Contract No. 14-06-200-4305A). Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2003b. Final Environmental Assessment and Finding of No Significant Impact (EA-01-64). West Side Irrigation District/City of Tracy Water Assignment Project (Contract No. 7-07-20-W0045). Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2004a. Supplemental Environmental Assessment for the 2004 Renewal of Interim Water Service Contracts Through February 28, 2006, Central Valley Project, California. Mid-Pacific Regional Office. Sacramento, California.

Bureau of Reclamation (Reclamation). 2004b. Sacramento River Settlement Contractors Environmental Impact Statement (Final Report). Mid-Pacific Region Northern California Area Office. Shasta Lake, California and Mid-Pacific Region South Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2004c. 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.

Bureau of Reclamation (Reclamation). 2005a. 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). 2005b. 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). 2005c. 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). 2005d. 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). 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). 2006. Supplemental Environmental Assessment for the 2006 Renewal of Interim Water Service Contracts Through February 29, 2008, Central Valley Project, California. Mid-Pacific Regional Office. Sacramento, California.

Reclamation. 2006b. Interim Renewal Contract between the United States and the City of Tracy providing for project water service. Contract No. 14-06-200-4305A-IR9-B. Mid-Pacific Region South-Central California Area Office. Fresno, California

Reclamation. 2006c. Interim Renewal Contract between the United States and the City of Tracy providing for project water service. Contract No. 7-07-20-W0045-IR9-B. Mid-Pacific Region South-Central California Area Office. Fresno, California

Bureau of Reclamation (Reclamation). 2008. Environmental Assessment for the 2008 Renewal of Interim Water Service Contracts through February 28, 2010 (EA-07-75). Central Valley Project, California. Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2009. City of Tracy Long-term Central Valley Project Water Groundwater Banking with Semitropic Water Storage District (EA-09-164). Mid-Pacific Region South-Central California Area Office. Fresno, California.

Bureau of Reclamation (Reclamation). 2010. 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). 2012. Three Delta Division and Five San Luis Unit Water Service Interim Renewal Contracts 2012-2014 (EA-11-049). Central Valley Project, California. Mid-Pacific Region South-Central California Area Office. Fresno, California.

California Employment Development Department (EDD). 2013. Links to LMI by County. Website: <http://www.labormarketinfo.edd.ca.gov/?pageid=170>.

City of Tracy. 2011a. Tracy Municipal Service Review. Prepared by the City of Tracy for San Joaquin LAFCo. December 1, 2011.

City of Tracy. 2011b. City of Tracy General Plan. Prepared by the City of Tracy. February 1, 2011. Website: <http://www.ci.tracy.ca.us/?navid=562>.

City of Tracy. 2013. City of Tracy Website: Demographics – Community Overview. Website: <http://www.ci.tracy.ca.us/?navId=791>.

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). 2000. San Joaquin County, November 14, 2000. 513 pp. without appendices.

U.S. Census Bureau. 2013. Website: <http://quickfacts.census.gov/qfd/index.html>.

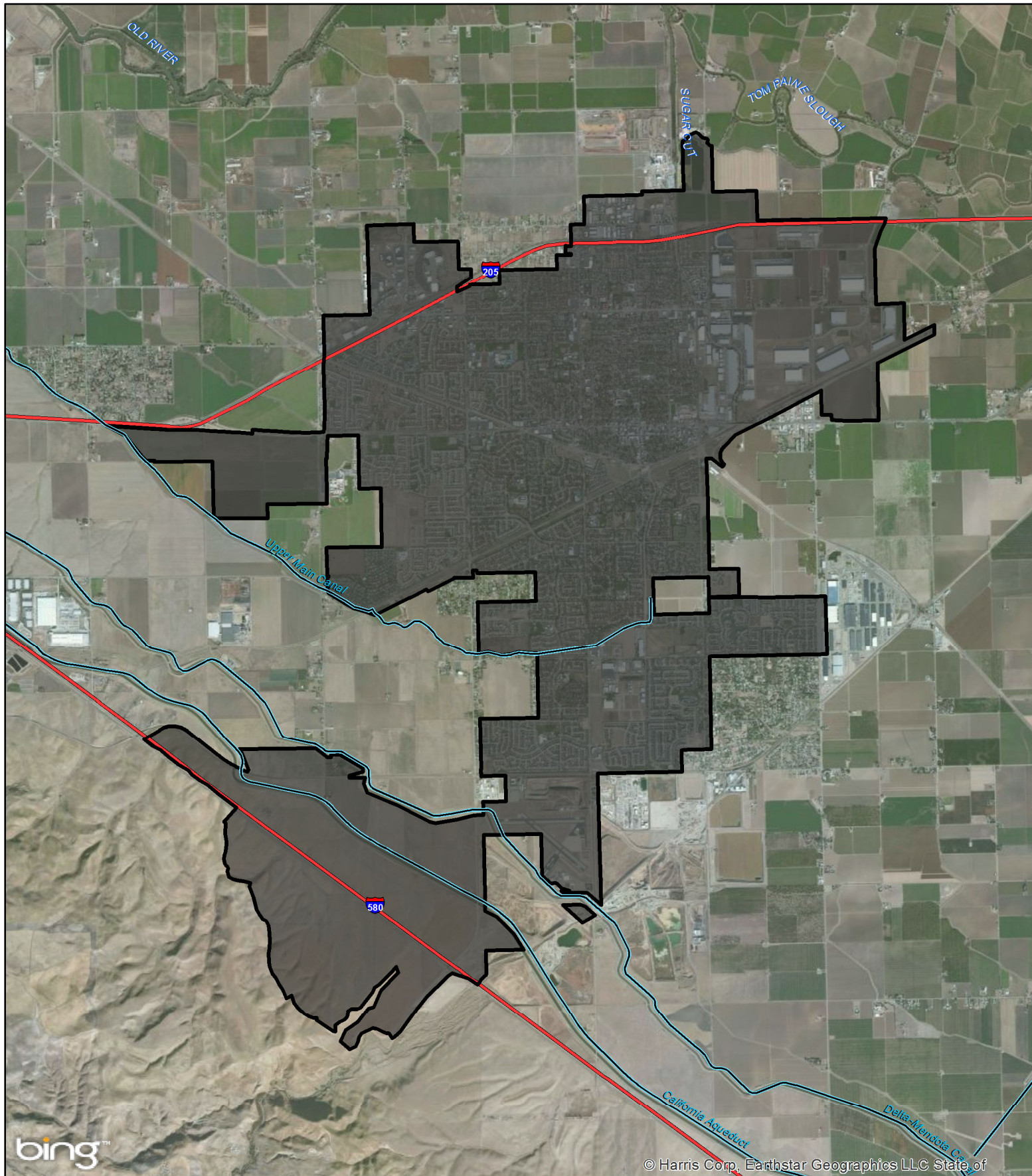
U.S. Fish and Wildlife Service (USFWS). 2013. Endangered Species Lists (Document No. 130919010916). Website: http://www.fws.gov/sacramento/es_species/Lists/es_species_lists-form.cfm. Accessed: September 19, 2013.

FINAL ENVIRONMENTAL ASSESSMENT (13-022)

*CENTRAL VALLEY PROJECT WATER SERVICE INTERIM RENEWAL CONTRACT
FOR THE CITY OF TRACY 2014-2016*

Appendix A
City of Tracy's Service Area Map

December 2013



 District Boundary

City of Tracy



FINAL ENVIRONMENTAL ASSESSMENT (13-022)

*CENTRAL VALLEY PROJECT WATER SERVICE INTERIM RENEWAL CONTRACT
FOR THE CITY OF TRACY 2014-2016*

Appendix B
Reclamation's Cultural Resources Determination

December 2013



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825-1898

IN REPLY
REFER TO:
MP-153
ENV-3.00

VIA ELECTRONIC MAIL ONLY

September 24, 2013
MEMORANDUM

To: Rain Emerson
Natural Resources Specialist

From: Mark A. Carper
Archaeologist, Division of environmental Affairs

Subject: 13-SCAO-279: Central Valley Project Water Service Interim Renewal Contract for the City of Tracy 2014-2016 (EA-13-022)

This proposed undertaking by Reclamation is to execute a water service contract. This is the type of undertaking that does not have the potential to cause effects to historic properties, should such properties be present, pursuant to the NHPA Section 106 regulations codified at 36 CFR § 800.3(a)(1). Reclamation has no further obligations under NHPA Section 106, pursuant to 36 CFR § 800.3(a)(1).

The proposed action alternative is to execute one Delta Division interim renewal contract with the City of Tracy for a period not to exceed 26 months. This interim renewal contract would combine the city's expiring long-term water service contract with its two partial assignment interim renewal contracts for a total of 20,000AFY. 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.

After reviewing EA-13-022, dated September 2013, Reclamation finds that this action would not have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places.

This memorandum is intended to convey the completion of the NHPA Section 106 process for this undertaking. Please retain a copy in the administrative record for this action. Should changes be made to this project, additional NHPA Section 106 review, possibly including consultation with the State Historic Preservation Officer, may be necessary. Thank you for providing the opportunity to comment.

CC: Cultural Resources Branch (MP-153), Anastasia Leigh – Regional Environmental Officer (MP-150)

FINAL ENVIRONMENTAL ASSESSMENT (13-022)

*CENTRAL VALLEY PROJECT WATER SERVICE INTERIM RENEWAL CONTRACT
FOR THE CITY OF TRACY 2014-2016*

Appendix C
Reclamation's Indian Trust Assets Determination

December 2013



Emerson, Rain <remerson@usbr.gov>

13-022 City of Tracy Interim Renewal Contract

RIVERA, PATRICIA <privera@usbr.gov>

Mon, Sep 23, 2013 at 2:10 PM

To: "Emerson, Rain" <remerson@usbr.gov>

Cc: Kristi Seabrook <kseabrook@usbr.gov>, "Williams, Mary D (Diane)" <marywilliams@usbr.gov>

Rain,

I reviewed the proposed action to execute one Delta Division interim renewal contract with the City of Tracy (City) for a period not to exceed 26 months (January 1, 2014 through February 29, 2016). This interim renewal contract would combine the City's expiring long-term water service contract (Contract No. 14-06-200-7858A) with its two partial assignment interim renewal contracts (Contract Nos. 14-06-200-4305A-IR13-B and 7-07-20-W0045-IR13-B). 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.

The proposed action does not have a potential to impact Indian Trust Assets.

Patricia Rivera
Native American Affairs Program Manager
US Bureau of Reclamation
Mid-Pacific Region
2800 Sacramento, California 95825
(916) 978-5194

Kristi this is admin - please log into database

FINAL ENVIRONMENTAL ASSESSMENT (13-022)

*CENTRAL VALLEY PROJECT WATER SERVICE INTERIM RENEWAL CONTRACT
FOR THE CITY OF TRACY 2014-2016*

Appendix D
City of Tracy's Water Needs Assessment

December 2013

TRACY, CITY OF

Contractor ID: 202135

Water Needs Assessment

Delta

Contractor's Water Supply Sources and Quantities (acre-feet)

Date: 5/25/2006 9:12:41

Timeframe 1	Surface Water Supply							Groundwater Supply				Total Supply 13
	Reference Delivery 2	USBR Total Deliv/Max 3	SWP 4	Local 5	Local Source 6	Trsf / Rtm / Recycle In 7	Trsf / Out 8	District 9	Private 10	Safe Yield 11	Recharge 12	
1995	10,000 *	0	0	0		0	0	5,000	0		0	5,000
2025	10,000 *	10,000 *	0	0		32,500	0	5,000	0		0	47,500

Contractor's Agricultural Water Demands

Maximum Productive Acres: 3,962

Timeframe 1	Crop Water Requirement (acre-feet) 15	District Irrig. Efficiency (%) 16	Effective Precip (acre-feet) 17	Reference Effective Precip (acre-ft) 18	Calculated Net Crop Water Req (acre-feet) 19	USBR Net Crop Water Req (acre-feet) 20	Average Irrigated Acres (acres) 21	Reference Irrigated Acres (acres) 22	Calculated FDR (AF/acre) 23	USBR FDR (AF/acre) 24	Conveyance Loss (acre-feet) 25	Total Ag Demand (acre-feet) 26
1995												
2025												

Contractor's M&I Water Demands

Timeframe 1	Residential Water Demand			Nonresidential Water Demand			Loss	Ref Urban Per Capita Dmd (gpcd) 35	Calc Urban Per Capita Dmd (gpcd) 36	Total M&I Demand (acre-feet) 37	Total Ag + M&I Dmd (acre-feet) 38	Unmet Demand (acre-feet) 39
	Population 28	Per Capita Demand (gpcd) 29	Total Demand (acre-feet) 30	Industrial (acre-feet) 31	Comm / Instit. (acre-feet) 32	Total Demand (acre-feet) 33	Unacc. / Distr. (acre-feet) 34					
1995	46,000	242.3	12,487	0	0	0	0	301.0	242.3	12,487	12,487	7,487
2025	160,000	256.7	46,000	0	0	0	0	269.0	256.7	46,000	46,000	-1,500

* Represents Maximum Contract Amount

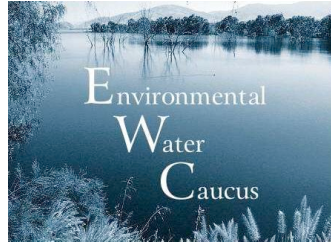
Notes: In 2025, transfers in = 10,000 ac-ft (So. San Joaquin ID), 3,000 ac-ft (Widren), 5,000 ac-ft (Banta Carbona), 5,000 ac-ft (The West Side) and 9,500 ac-ft (Plain View). Many of these transfers are uncertain.

FINAL ENVIRONMENTAL ASSESSMENT (13-022)

*CENTRAL VALLEY PROJECT WATER SERVICE INTERIM RENEWAL CONTRACT
FOR THE CITY OF TRACY 2014-2016*

Appendix E
Comment Letter and Reclamation's Response to Comments

December 2013



CA Save Our Streams Council



CRAB BOAT OWNERS ASSOCIATION, Inc.
2907 Jones Street
San Francisco, California 94133-1115
415-885-1180

NORTH

COAST

RIVERS

ALLIANCE

AQUALLIANCE
DEFENDING NORTHERN CALIFORNIA WATERS



November 4, 2013

Rain Emerson
South Central California Area Office
U.S. Bureau of Reclamation
1243 N St
Fresno, CA 93721

Sent via e-mail to: remerson@usbr.gov

RE: FINDING OF NO SIGNIFICANT IMPACT Central Valley Project Water Service Interim Renewal Contract for the City of Tracy 2014-2016 FONSI-13-022 & the Draft Environmental Assessment (EA) Number EA-13-022, Central Valley Project Water Service Interim Renewal Contract for the City of Tracy 2014 - 2016

Dear Ms Emerson,

Coalition-1

The undersigned respectfully submit the following comments regarding the above referenced Draft Environmental Assessment and Draft Finding of No Significant Impact for the renewal of the City of Tracy water service contract. We urge a full environmental impact analysis be conducted. We include by reference the documents previously submitted disclosing the environmental impacts associated with this type of serial “temporary” interim contract renewal included in Exhibit A and adopted here by reference.

Broad Impacts from both CVP and SWP Project Water Deliveries Renewed Under the Proposed Project Have Not Been Disclosed.

Coalition-2

Over two decades of interim contract renewals, USBR has used consecutive cookie cutter Environmental Assessments to thwart the Congressional intent and letter of the law, which requires tiered pricing for this taxpayer subsidized water and disclosure in a clear, complete, and straightforward manner for decision makers and the public of the full environmental impacts of this federal water delivery under Central Valley Water Project Contracts.¹ Using the Federal Central Valley Project with source water impacts from Trinity, Sacramento, Placer, San Joaquin, Merced, and Stanislaus counties, just to name a few, this “new” FONSI and DEA proclaims that renewal of up to 20,000 acre feet of exports from the Delta will not have impacts to the environment.² Without analysis or data, the DEA proclaims that these interim renewal contracts will not have an impact on endangered species. Thus, it is claimed, there is no need for consultation with either the United States Fish and Wildlife Service or the National Marine and Fishery Service. Relying on outdated, at times non-enforced biological opinions and a failure to consider new biological information, the FONSI and DEA make a determination that discharge into an impaired water body abundant with species facing extirpation, that consultation required under the ESA is not required. No data or information is provided to support this assertion and this is simply not adequate. New information is not considered.³ Further the proposed water

¹ A contract that binds the United States to renewal of interim contracts is contrary to Section 3404 (c) of the CVPIA. See also previous NEPA documents that along with this document fail utterly to allow the reader to follow the water to the specific place of use and specific user and to understand specific impacts of the delivered water.

² “Under the Proposed Action, Reclamation will execute one interim renewal contract that will combine the City’s long-term water service contract with its two partial assignment interim renewal contracts. The combining of the contracts is administrative in nature and will not in itself result in any impacts. As described in Section 1.3 of EA-13-022, the City intends to purchase the additional 2,500 AFY from The West Side Irrigation District....

“May 28, 2013, Reclamation and the City re-initiated negotiations for renewal of the City’s long-term water service contract which includes combining its main contract (Contract No. 14-06-200-7858A) with its two partial assignment interim renewal contracts (Contract Nos. 14-06-200-4305A-IR13-B and 7-07-20-W0045-IR13-B) under one long term water service contract. As negotiations are ongoing and environmental compliance for execution of a long-term renewal contract is still pending” http://www.usbr.gov/mp/nepa/documentShow.cfm?Doc_ID=15302

³ See http://www.swrcb.ca.gov/board_decisions/tentative_orders/docs/a1846a_1846b_cityoftracy/bill_jennings.pdf & Case Number: 34-2012-80001186 (Consolidated Case Number: RG12632180) March 29, 2013 Department 29 Superior Court of California County of Sacramento Timothy IVI. Frawley, Judge.

↑ deliveries and diversions will impact critical habitat. The proposed actions will cause direct adverse modification to critical habitat, which will be compounded by the interrelated export of water from the Delta.⁴

Coalition-2
cont. Finally, the DEA brushes aside impacts to the areas from where the water is taken, where it is delivered, land fallowing, and contract assignments as not needing analysis to reach an informed decision regarding environmental impacts. No analysis or data regarding impacts to air quality, visual resources, recreation resources, and global climate change are provided, and all are deemed by fiat to not be significant or necessary to analyze.

Failure to Consider a Full Range of Alternatives

Coalition-3 Failing to consider a full range of alternatives, the DEA compares the project to itself. The DEA incorrectly claims that the Bureau is bound by law to renew the contracts without adequate environmental impact analysis or considerations. Reduction of contract water quantities due to delivery constraints on the CVP system was mentioned but eliminated from the analysis, basically claiming federal law requires contracts of the full amount of water even if delivery of that amount of water is not feasible or would harm the environment. This interpretation of the law is incorrect. Section 3404 (c) of the CVPIA which reads in pertinent part as follows: (c) Renewal of Existing Long-Term Contracts.—Notwithstanding the provisions of the Act of July 2, 1956 (70 Stat. 483), *the Secretary shall, upon request, renew any existing long term repayment or water service contract for the delivery of water from the Central Valley Project for a period of 25 years and may renew such contracts for successive periods of up to 25 years each.*

(1) No such renewal 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 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 [Emphasis added.]

The contract improperly asserts and assumes that Reclamation *will approve renewal of the interim contracts*. This is contrary to section 3404 (c) of the CVPIA which expressly authorizes Reclamation to decline to execute an interim contract. Thus the contract provision asserting Reclamation *will* renew is contrary to Congressional intent and the law's plain language.

Coalition-4 Additionally, proposed contract renewals suggest that there are no environmental impacts from issuing water contracts that cannot be delivered or that there are no impacts from delivering these unsustainable supplies in wetter years. The DEA asserts:

⁴ NRDC v. Rodgers, No. S-88-1658 LKK, Order at 19-20 (May 31, 1995).

Further, CVP operations and contract implementation, including determination of water available for delivery, is subject to the requirements of biological opinions issued under the federal ESA for those purposes. If contractual shortages result because of such requirements, the Contracting Officer has imposed them without liability under the contracts.

Fourth, retaining the full historic water quantities under contract provides the contractors with assurance the water would be made available in wetter years and is necessary to support investments for local storage, water conservation improvements and capital repairs. [DEA @ 23]

And yet recent data suggest otherwise. Water quality standards are not being met, temperatures are being exceeded, pulse flows are not being provided and species are in fact facing deteriorating habitat and extirpation. [See exhibit B] Further Reclamation's absurdly limited range of alternatives in the DEA are also defective because the approach to the "needs analysis" fails to adequately address alternative needs for the water including environmental needs such as restoration of the Delta and the San Joaquin River.

Failure to Comply with the Endangered Species Act (16 U.S.C. § 1531 et seq.)

Unfortunately, the existing Biological Opinions cited in the DEA have not been deemed adequate and species remain threatened with extirpation. The Bureau's reliance on the USFWS opinion, in this circumstance, does not discharge its section 7(a)(2) procedural obligation to consult with the USFWS or its substantive obligation to ensure that its action would not jeopardize, or cause adverse modification to the critical habitat of, threatened or endangered species.

During the course of its consultation on CVP contract renewals, USFWS was required to "[e]valuate the effects of the [contract renewals] on the listed species." 50 C.F.R. § 402.14(g)(3). The biological opinion that USFWS produced after consultation was similarly required to include "[t]he Service's opinion on whether the action is likely to jeopardize the continued existence of a listed species." Id. at § 402.14(h)(3). The DEA, however, does not consult with USFWS or NMFS regarding this serial contract renewal and merely asserts compliance without consultation.

Excess water exports from the Delta have led to over 52 species being listed as threatened or endangered. The evidence before the Bureau and the Services demonstrates that these diversions from the Delta to the CVP contractors such as the City of Tracy may appreciably reduce the likelihood of survival and recovery of at least three listed species under NMFS jurisdiction (Sacramento River winter-run Chinook salmon, Central Valley spring-run Chinook salmon, and Central Valley steelhead) and at least two listed species of fish under USFWS jurisdiction (the Delta smelt and Sacramento splittail). The evidence also demonstrates that these Delta diversions do adversely modify the critical habitat for these species. The specific cumulative impacts of these serial contract renewals and the specific impacts from the proposed

↑ City of Tracy Interim Contract renewals have not been analyzed, nor have the required monitoring data and mapping required under existing biological opinions. The Bureau has failed to consult or complete consultation on numerous actions specifically authorized by the contracts, renewals, exchanges and transfers [sales]. Further the Bureau has failed to complete consultation with the USFWS on the interim contract water quantities that the Bureau actually authorized in the serial contract renewals and in the proposed contract renewals including excessive diversions of water in wet years that directly impacts species recovery and water quality compliance.

Cumulative Impacts Are Not Disclosed or Analyzed from Over a Decade of “Interim” Contract Renewals.

The list of EA’s from 1994 to 2012, which do not include adequate environmental or biological review, document how USBR has thwarted the law and Congressional intent to disclose the impacts from these discretionary water deliveries and diversions from the Delta, surrounding watersheds and site specific impacts. This failure to disclose environmental impacts has been further compounded by the litany of EA’s from 2005 to 2012 for exchanges and transfers [water sales] that are related, but have been put forward in a segmented, piece-meal fashion that precludes analysis of impacts of the project as a whole. As presented in the environmental assessment, the exchanges and transfers [water sales] and associated biological and environmental impacts provide insufficient data and information to support the conclusion that there are no impacts. Further the failure disclose in a straightforward manner specifically where the water has been used and how much was used and which of those transfers [sales of water] or exchanges will continue does not provide sufficient information on the necessary site-specific review that NEPA requires.⁵

Thank you for the opportunity to comment.



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⁵ In 2012 a federal budget rider relaxed water transfer [sales] rules allowing the sale of water outside of the CVP service area to areas for example such as Kern Water Bank and other non CVP contractors. See: The Consolidated Appropriations Act, 2012, Division B, Energy and Water Development Appropriations Act, Section 207(c) and deemed the water transfer [sale] also “ meet the conditions described in subparagraphs (a) and (i) of §3405(a)(1) of CVPIA.” The impacts of this expanded water diversion from the Delta and the impacts along with use and delivery outside of the CVP service area are not disclosed.

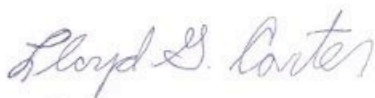
http://www.usbr.gov/mp/PA/water/docs/CVP_Water_Transfer_Program_Fact_Sheet.pdf



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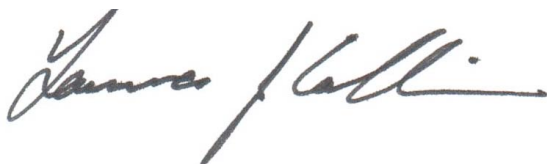
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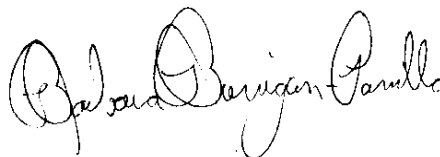
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Exhibit A: Documented Public Interest & Comments Incorporated by Reference [All Documents can be found in the record of earlier contract renewals, earlier NEPA processes and in some cases on the BOR website.]

- 1. 1-29-10 “ Draft Environmental Assessment and Finding of No Significant Impact for the San Luis Unit Water Service Interim Renewal Contracts” To Rain Healer from Joseph Membrino for Hoopa Valley Tribe.**
- 2. 1-29-10 “Comments of The Bay Institute and NRDC on Draft Environmental Assessment (EA) and Draft Findings of No Significant Impact (FONSI) for the San Luis Unit interim renewal contracts (Central Valley Project, California)” To Rain Healer from Hamilton Candee**
- 3. 2-18-2010 “Comments Re Two Year Interim Renewal Central Valley Project Water Service Contracts: Westlands Water District [WWD] Contracts 14-06-200-8237A-IR13; 14-06-200-8238A-IR13; WWD DD1-Broadview 14-06-200-8092-IR12; WWD DD1 Centinella 7-07-20-W0055-IR12-B; WWD1 Widren 14-06-200-8018-IR12-B; WWD DD2 Mercy Springs 14-06-200-3365A-IR12-C. To Karen Hall, USBR, from 11 Conservation, Fishery and Community Organizations.**
- 4. 3-2-2010 “Final Scoping Comments for Westlands Water District [Westlands] Proposed “Conveyance of Nonproject Groundwater from the Canal side project using the California Aqueduct”. The project proposes to discharge up to 100,000 acre feet of groundwater into the State Water Project California Aqueduct, a Drinking Water Supply for Approximately 20 Million People”. To Russ Freeman from 14 Conservation, Fishery and Community Organizations.**
- 5. 5-19-10 Letter to Donald Glaser, USBR From David Ortmann, Pacific Coast Management Council**
- 6. 7-30-2010 “San Joaquin River Central Valley Selenium Basin Plan Waiver, 303 (d) Delisting of San Joaquin River for Selenium and the California Toxics Rule” To Jared Blumenfeld, EPA from 16 Conservation, Fishery and Community Organizations.**
- 7. 9-22-2010 USFWS “Comment Letter – San Joaquin River Selenium Control Plan Basin Plan Amendment” To: Ms. Jeanine Townsend, Clerk to the Board from Susan K. Moore.**

- 8. 11-16-2010 “Letter to Senator Feinstein on Long Term Solution to Westlands Drainage Problem” To Commissioner Connor from Environmental Working Group.**
- 9. 12-13-2010 Comments on the Draft Finding of No Significant Impact [FONSI] San Luis Water District’s [SLD] and Panoche Water District’s [PWD] Water Service Interim Renewal Contracts 2011-2013 FONSI-10-070. To Rain Healer, USBR, From 8 Conservation, Fishery and Community Organizations.**
- 10. 2-28-2011 “Scoping Comments Proposed Ten Year North to South Water Transfer of CVP and Non CVP Water Using State Water Project (SWP) and Central Valley Water Project (CVP) Facilities” To Brad Hubbard, USBR et. al from 10 Conservation, Fishery and Community Organizations.**
- 11. 5-5-11 “Request for Revised Notice of Intent for the Bay Delta Conservation Plan (BDCP) that Recognizes Water Supply Realities” To Deputy Interior Secretary Hayes from 16 Conservation, Fishery and Community Organizations.**
- 12. 8-11-2011 “Opposition to the Proposal to Curtail Monitoring at the Grassland Bypass Project.” To Michael C. S. Eacock (Chris), Donald R. Glaser, USBR and Ren Lohofener USFWS et. al from 7 Conservation, Fishery and Community Organizations.**
- 13. 10-17-2011 “Comments on Draft EA/FONSI (DEA) for the San Luis Drainage Feature Reevaluation Demonstration Treatment Facility at Panoche Drainage District’s San Joaquin River Improvement Project (SJRIIP) FONSI-10-030” To Rain Healer, USBR from 8 Conservation, Fishery and Community Organizations.**
- 14. 11-15-2011 “Full Environmental Impact Statement Needed for San Luis Drainage Feature Reevaluation Demonstration Treatment Facility at Panoche Drainage District [FONSI-10-030]” To Donald Glaser from 13 Conservation, Fishery and Community Organizations.**
- 15. 11-16-2011 Notice Inviting Public Comment on BDCP MOA to Hon. Kenneth Salazar, Secretary John Laird, Secretary from 190 Conservation, Fishery and Community Organizations.**
- 16. 1-5-2012 “Comments on Draft EA/FONSI for Three Delta Division and Five San Luis Unit Water Service interim Renewal Contracts 2012-2014” To Rain Healer from Stephen Volker on behalf of 4 Tribal, Conservation, Fishery and Community Groups.**
- 17. 1-18-2012 “Comments on Draft EA/FONSI for Oro Loma Water District Partial Assignment of Central Valley Project Water to Westlands Water District FONSI-**

11-092” To Rain Healer, USBR from 12 Conservation, Fishery and Community Organizations.

18. 1-20-2012 “Delta Division, San Luis Unit and Cross Valley CVP Interim renewal contracts—Comments of the Hoopa Valley Tribe on draft EA-11-049 and EA-11-011 and FONSI 11-049 and FONSI 11-011” To Rain Healer, USBR from Leonard E. Masten Jr. Chariman.

19. 3-26-2012 “Comments on CVP Interim Renewal Contracts for three Delta Division and five San Luis Unit interim water service renewal contracts for: Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and Westlands Water District (five contracts) 2012 to 2014 and Environmental Documents.” To Hon. David J. Hayes, Donald R. Glaser, Michael L. Connor, Hilary Tompkins and Michael Jackson from PCFFA et. al [13 Conservation, Fishery and Community Organizations.]

20. 9-26-2013 “Comments on Draft Environmental Assessment Cross-Valley Contractors Interim Renewal Contracts EA-12-048 and Draft Finding of No Significant Impact Cross-Valley Contractors Interim Renewal Contracts FONSI-12-048” To Ms. Healer from PCL et.al.

21. 11-1-2013 “Comments on CVP Interim Renewal Contracts. To Ms Hall from EWC et. al Re:

Pajaro Valley Water Management Agency, Westlands Water District Distribution District No. 1, and Santa Clara Valley Water District	14-06-200-3365A-IR14-B
Tracy, City of (The West Side)	7-07-20-W0045-IR14-B
Tracy, City of (Banta-Carbona)	14-06-200-4305A-IR14-B
Westlands Water District Distribution District 1 (Widren)	14-06-200-8018-IR14-B
Westlands Water District Distribution District 1 (Centinella)	7-07-20-W0055-IR14-B
Westlands Water District Distribution District 1 (Broadview)	14-06-200-8092-IR14
Westlands Water District Distribution District 2 (Mercy Springs)	14-06-200-3365A-IR14-C
Westlands Water District	14-06-200-495A-IR4
Tracy, City of	14-06-200-7858A-IR1

Exhibit B:

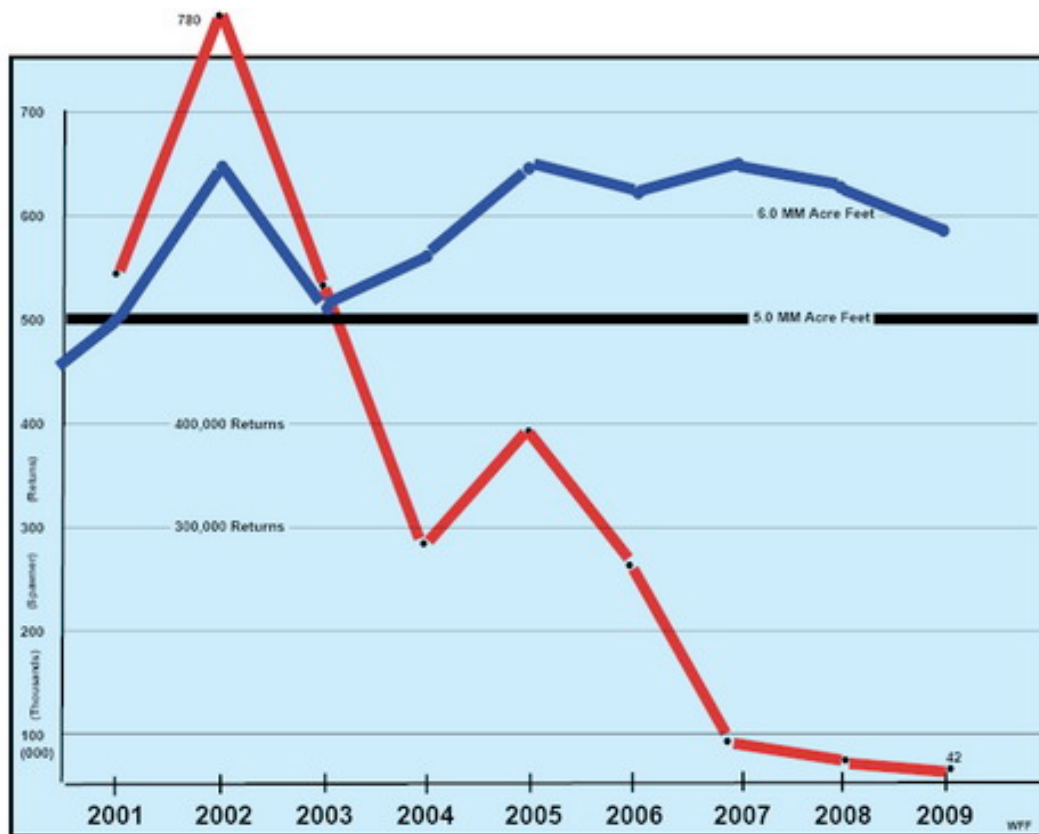


Figure 1. *Pumping increased and salmon crashed* <http://water4fish.org/>

<http://www.counterpunch.org/2012/05/07/carnage-in-the-pumps/>

Report Documents Record Delta Water Exports and Massive Fish Kills

Carnage in the Pumps

by DAN BACHER

A report written by Geir Aasen of the California Department of Fish and Game documents the massive numbers of fish salvaged at the federal Central Valley Project's

Tracy Fish Collection Facility (TFCF) and the State Water Projects' Skinner Delta Fish Protective Facility (SDFPF) during the 2011 water year, as well as the record amounts of water exported to corporate agribusiness and southern California by the state and federal projects.

The report appeared in the [Interagency Ecological Program for the San Francisco Estuary Newsletter](#), Fall/Winter 2012 edition.

The State Water Project reported record high water exports, 4.90 billion cubic meters of water, the highest export rate recorded since 1981, the report stated. The federal Central Valley Project exported 3.13 billion cubic meters of water, an increase from exports in 2008-2011, but comparable to exports from 2002 to 2007.

Translated into acre feet, the annual export total via the state and federal Delta pumps was 6,520,000 acre-feet in 2011 – 217,000 acre-feet more than the previous record of 6,303,000 acre-feet set in 2005.

“Annual fish salvage (all species combined) at the TFCF (federal) was high (8,724,498), but well below the record high salvage of 37,659,835 in 2006,” according to the report. “Annual salvage at the SDFPF (state) was 3,0092,553, an increase from 2007 to 2010 which ranged from 646,290 to 2,484,282.”

When you combine the fish “salvaged” in the state and federal facilities, the total count is 11,817,051 fish of all species.

“Splittail were the most salvaged species at both facilities,” the report said. “Threadfin shad (591,111) and American shad (100,233) were the 2nd and 3rd most salvaged fish at TFCF. American shad (558,731) and striped bass (507,619) were the 2nd and 3rd most-salvaged fish at SDFPF. Relatively few Chinook salmon, steelhead, delta smelt and longfin smelt were salvaged at the SDFPF (<0.7% of total annual salvage combined) and the TFCF (<0.3% of total annual salvage.)”

The total splittail salvage was 7,660,024 in the federal facilities and 1,326,065 in the state facilities, a total of 8,986,089 fish, nearly 9 million splittail and a new salvage record for the species. The fish, formerly listed as “threatened” under the Endangered Species Act (ESA), is no longer listed.

Conservation organizations first petitioned for federal ESA protection for splittail in 1992 and the species was listed as threatened in 1999. After litigation by water agencies challenging the listing, the Bush administration improperly removed the splittail from the threatened list, despite strong consensus by agency scientists and fisheries experts that it should retain protected status.

The Center for Biological Diversity sued, and the Fish and Wildlife Service agreed to revisit the tainted Bush-era decision. The critically endangered splittail was again denied Endangered Species Protection by the Obama administration in October 2010, in spite of an analysis of splittail population trends by the Bay Institute showing that there has been a significant decline in the abundance of splittail during the past several decades.

The total chinook salmon salvage in the state facilities was 18,830 and the federal facilities was 18,135, a total of 36,965 fish. While the report says that is “relatively few” salmon, fish advocates note that this is still a lot of wild spring run and fall run salmon.

The report says record low numbers of Delta smelt, 51, were salvaged at the federal facilities, while no Delta smelt were salvaged at the state facilities for the first time recorded for 1981 to 2011. Salvage was also low in 2010 (22).

The report breaks down the total amount of fish salvaged by species in a number of charts and graphs.

CWIN, Winnemem Wintu Tribe and GGSA respond to report

After reading the report, Carolee Krieger, president of the California Water Impact Network, commented, “It’s outrageous that the greed of a few growers, who are irrigating poisoned land south of the Delta on the west side of the San Joaquin Valley, is causing this unnecessary fish kill. At the same time, these growers have the most junior water rights in the state of California.”

Caleen Sisk, Chief and Spiritual Leader of the Winnemem Wintu Tribe, emphasized that the “salvaged” salmon mentioned in the report are only a fraction of the total number of salmon that die in the state and federal pumping facilities.

“It seems to me that when a DFG report claims that they only counted 36,965 salmon, which they claim represents ‘relatively few,’ there still remains the gross ‘uncounted and uncountable’ and ‘underestimated’ numbers of salmon that die in the pumps yearly that is not addressed,” Sisk said. “This should be a major concern in the report when the overall return of all wild salmon are on a steady, clear decline. Where is the report that evaluates the health of the estuary from these huge unnecessary fish kills?”

“There seems to be enough studies that verifies the Delta pumps are killing the fish by the millions and they are the reason our water to ocean system is dying,” she stated. “An estuary is like a beaver pond, it is a sacred pool that brings life! We call a beaver pond “k’Od Bisus” (giver of life). Man cannot make an “estuary,” – after such damage, all

water systems will respond and change. This is a major concern of the Winnemem Wintu Tribe who sing and dance for the return of salmon to the McCloud River.”

“The salmon are the indicators of how healthy the water systems are from the high mountain waters to the oceans and back again. There should be better safeguard for such an irreplaceable ‘public trust’ asset that provides water for all. This is not about ‘money’ or ‘who gets the water’ - it is about how an estuary and salmon surviving corporate greed,” concluded Sisk.

“The pumps continue to kill our salmon at alarming rates,” responded Victor Gonella, President of the Golden Gate Salmon Association (GGSA). “Thanks to the hard work of many, we do have the biological opinions in place to reduce pumping slightly in critical times of migration. We must all remain steadfast to insure the biops are adhered to and push for further pumping reductions in the future.”

Bay Institute report documents carnage in the pumps

In March, the Bay Institute released a ground breaking report titled “Collateral Damage” revealing the enormous numbers of fish that are “salvaged” by the state and federal pumps on the South Delta every year.

The report revealed that the record number of any fish salvaged in one year, 13,541,203, was set by striped bass. The annual “salvage” numbers for striped bass from 1993 to 2011 averaged a horrendous 1,773,079 fish.

The report said the average salvage total for all species is 9,237,444 fish, including striped bass, splittail and threadfin shad, as well as ESA listed Sacramento River chinook salmon, Central Valley steelhead, Delta smelt, green sturgeon, and longfin smelt. Over 42 species have been recorded in the state and federal pumping facilities.

However, salvage numbers are only the “tip of the iceberg” of the total fish lost in the pumping facilities. “Salvage numbers drastically underestimate the actual impact,” according to the Bay Institute. “Although the exact numbers are uncertain, it is clear that tens of millions of fish are killed each year, and only a small fraction of this is reflected in the salvage numbers that are reported.”

A conservative estimate (Kimmerer, 2008) is that, for juvenile salmon that have been pulled towards the pumps, only 1 in 5 will survive long enough to be counted in salvage (the rest are lost to predators or other factors), resulting in an overall loss of up to 10% of the migrating fish (Castillo, 2010). Another study of “pre-screen loss” estimated that as many as 19 of every 20 fish perished before being counted (Castillo, 2010).

“The fact is, the salvage numbers look really bad but the real impact of export-related mortality is probably far worse,” the report added.

You can download the Bay Institute’s report, Collateral Damage, by going to: <http://bay.org/publications/collateral-damage>).

While this massive carnage takes place in the Delta pumps every year, the Brown administration is fast-tracking the construction of the peripheral canal or tunnel through the Bay Delta Conservation Plan (BDCP). The canal is likely to lead to the extinction of Central Valley steelhead, Sacramento River chinook salmon, Delta smelt, longfin smelt, green sturgeon, Sacramento splittail and other species.

Response to Coalition Comment Letter, November 4, 2013

Coalition-1 Comment noted. Comment letters submitted to the Bureau of Reclamation (Reclamation) during public review on previous Environmental Assessments (EAs) have been addressed in those EAs.

EA-13-022, *Central Valley Project Water Service Interim Renewal Contract for the City of Tracy 2014 – 2016*, and its scope of analysis were developed consistent with National Environmental Policy Act (NEPA) regulations, guidance from the Council on Environmental Quality (CEQ), and the Department of the Interior's NEPA regulations. In accordance with NEPA, an EA is initially prepared to determine if there are significant impacts on the human environment from carrying out the Proposed Action. Reclamation has followed applicable procedures in the preparation of EA-13-022 which includes the required components of an EA as described in the CEQ's NEPA regulations (40 CFR 1508.9): discussion of the need for the proposal, alternatives as required, environmental impacts of the proposed action and alternatives, and listing of agencies and persons consulted.

Coalition-2 An EA is defined by CEQ as a “concise public document” that “briefly provide[s] sufficient evidence and analysis for determining whether to prepare an environmental impact statement or a finding of no significant impact” (40 CFR 1508.9). As described in Section 1.1, EA-13-022 tiers off the Central Valley Project Improvement Act (CVPIA) Programmatic Environmental Impact Statement (PEIS) to evaluate potential site-specific environmental impacts of executing an interim renewal contract with the City of Tracy (City). Delta exports of CVP water for delivery under interim renewal contracts is an on-going action and the diversion of CVP water for export to South-of-Delta contractors are described in the PEIS (see Chapter III of the PEIS). Further, as described in Section 1.2 of EA-13-022, the purpose of the Proposed Action is to execute one interim renewal contract for the City in order to continue delivery without interruption of CVP water to the City, and to further implement CVPIA Section 3404(c), until the City's new long-term renewal contract can be executed. As such, the analysis in EA-13-022 finds in large part that the execution of an interim renewal contract for the City is in essence a continuation of the “status quo”, and that although there are financial and administrative changes to the contract, the contract continues the existing use and allocation of resources (i.e., the contract is for the same amount of water and for use on the same lands for existing/ongoing purposes). The EA therefore focused on the potential environmental effects resulting from proposed changes to the contract as compared to the No Action Alternative. Using the No Action Alternative as a baseline for comparison is supported by CEQ's opinion concerning renewal of some Friant contracts that appeared in the Federal Register on July 6, 1989, and their guidance document addressing the ‘NEPA's Forty Most Asked Questions’ (Question 3). Further, on March 8, 2013, the Federal Court in the Eastern District of California found that Reclamation “appropriately defined the status quo as the ‘continued delivery of

CVP water under the interim renewal of existing contracts” and that “[t]he indisputable historical pattern of use of the resource (water) further supports the Bureau’s definition of the no-action alternative” (Document 52 for Case 1:12-cv-01303-LJO-MJS).

EA-13-022 analyzed the contract-specific impacts of short-term interim renewal contracts for the City which is related to the continued delivery of CVP water within the City’s existing CVP service area as discussed above. As described in Section 3.1 of EA-13-022, Reclamation found that the Proposed Action did not have the potential to cause direct, indirect, or cumulative effects to the following resources: land use, cultural resources, Indian Sacred Sites, Indian Trust Assets, air quality, and global climate. Reasons behind this determination were summarized in Table 3-1 of EA-13-022. In accordance with the Department of the Interior’s NEPA regulations (43 CFR Part 46.310) and CEQ guidance (40 CFR 1508.9), EA-13-022 focused its analysis on resources (water, biology, socioeconomics, and Environmental Justice) that had the potential to be affected by the Proposed Action and No Action Alternative.

CVP-wide impacts to biological resources were evaluated in the CVPIA PEIS, and a U.S. Fish and Wildlife Service (USFWS) Biological Opinion addressing potential CVP-wide impacts of the CVPIA was completed on November 21, 2000. A programmatic Biological Opinion and Essential Fish Habitat Conservation Recommendations for the CVPIA were also issued by the National Marine Fisheries Service (NMFS) on November 14, 2000. As described in Section 2 of EA-13-022, Reclamation will continue to comply with commitments made or requirements imposed by existing biological opinions including those for the CVPIA and obligations resulting from re-consultations or Court Orders issued in actions challenging applicable biological opinions that take effect during the interim renewal period. The Proposed Action would not result in any change in existing water diversions from the Delta nor require construction of new facilities or modification of existing facilities for water deliveries. In addition, the City’s CVP water supply will continue to be used for M&I purposes within its’ existing CVP service area as it has in the past. In addition, the City has confirmed that the water would be delivered to existing urban development, through existing facilities, as has been done under existing contracts, and would not be used for land conversion (Personal communication with S. Bayley, City of Tracy). As such, Reclamation has determined that there would be *No Effect* to species and critical habitat for the Proposed Action under the jurisdiction of USFWS and NMFS.

Coalition-3 In accordance with the Department of the Interior’s NEPA regulations (43 CFR Part 46.310), EAs are not required to develop alternatives unless there are issues related to unresolved conflicts concerning alternative uses of available resources. As described in Section 1.1 of EA-13-022, 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 PEIS and other needed environmental

documentation. Section 3404(c) of the CVPIA further provides for the execution of interim renewal contracts pending execution of these long-term renewal contracts. As such, Reclamation correctly identified the No Action and Proposed Action alternatives as the continued delivery of CVP water under interim contracts pending execution of the City's long-term renewal contract as required by CVPIA 3404(c). As described previously, the Federal Court in the Eastern District of California found that "[t]he indisputable historical pattern of use of the resource (water) further supports the Bureau's definition of the no-action alternative" (Document 52 for Case 1:12-cv-01303-LJO-MJS filed March 8, 2013).

Reclamation is unaware of any provision within the CVPIA that modified pre-existing law concerning the rights of contractors to a stated quantity of the project yield for the duration of their contracts and any renewals thereof provided they complied with the terms and conditions of those contracts and Reclamation law. Section 1(4) of the "Administration of Contracts under Section 9 of the Reclamation Project Act of 1939" dated July 2, 1956 provided this for irrigation contractors and Section 2 of the "Renewal of Water Supply Contracts Act of June 21, 1963" provided this for M&I contractors. The CVPIA only altered the 1956 Act with respect to the right of renewal for irrigation contracts, not the provision related to contract quantity. The Water Needs Assessment demonstrates a need for water beyond the contract amounts through 2025, even with full allocation. Reclamation therefore believes the agency is legally constrained to not consider such an alternative when a water needs analysis has demonstrated a need for such water for beneficial use, another requirement of Reclamation law. Reclamation therefore does not believe the contract quantities to be unrealistic from the demand side. The contract has provided ample notice to contractors that Interior will operate the CVP for all Project purposes and will not be biased going forward in its role working to address the future water needs of California.

Given legal and regulatory constraints and the short term nature of the proposed action, the two action alternatives in EA-13-022 provide a reasonable range of alternatives for this action.

Coalition-4 As described in Section 1.3 of EA-13-022, Delta exports of CVP water for delivery under interim renewal contracts is an on-going action and the diversion of CVP water for export to South-of-Delta contractors are described in the PEIS (see Chapter III of the PEIS). As the diversion of water for delivery under the interim renewal contract is an on-going action, EA-13-022 covers the environmental analysis of fulfilling Reclamation's obligation to execute an interim renewal contract for the City pending execution of its long-term renewal contract. Renewal of the contracts is required by Reclamation Law, including the CVPIA, and continues the current use and allocation of resources by CVP contractors, within the framework of implementing the overall CVPIA programs.

See also response to Coalition-2.

Coalition-5 See Response to Coalition-2

Coalition-6 See Response to Coalition-5.

Coalition-7 See Response to Coalition-5.

Coalition-8 See Response to Coalition-2.