

RECLAMATION

Managing Water in the West

FINDING OF NO SIGNIFICANT IMPACT

Central Valley Project Interim Renewal Contracts for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Wildlife 2015-2017

FONSI-14-008



U.S. Department of the Interior
Bureau of Reclamation

December 2014

Mission Statements

The mission of the Department of the Interior is to protect and manage the Nation's natural resources and cultural heritage; provide scientific and other information about those resources; and honor its trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities.

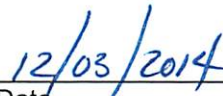
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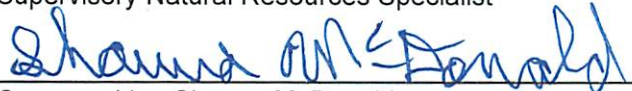
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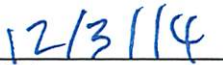
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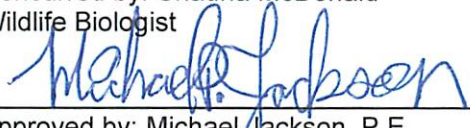
**Central Valley Project Interim Renewal
Contracts for the Cities of Avenal,
Coalinga, Huron and the California
Department of Fish and Wildlife 2015-
2017**


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Date

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 renewal of four Central Valley Project (CVP) San Luis Unit interim renewal contracts for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Wildlife (CDFW¹) for the contract period March 1, 2015 through February 28, 2017 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-14-008, *Central Valley Project Interim Renewal Contracts for the Cities of Avenal, Coalinga, Huron and the Department of Fish and Wildlife 2015 – 2017*, and is hereby incorporated by reference.

Reclamation provided the public with an opportunity to comment on the Draft FONSI and Draft EA between October 31, 2014 and December 1, 2014. No comments were received.

Background

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.

¹ Previously California Department of Fish and Game

Proposed Action

In accordance with and as required by Section 3404(c) of the CVPIA, Reclamation proposes to execute interim renewal contracts with CDFW and the Cities of Avenal, Coalinga, and Huron for contract period March 1, 2015 through February 28, 2017 as described in Section 2.2 of EA-14-007.

Environmental Commitments

Reclamation, CDFW, and the Cities of Avenal, Coalinga, and Huron will implement the environmental protection measures included in Table 3 of EA-14-008. Environmental consequences for resource areas assume the measures specified would be fully implemented.

Findings

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:

Resources Eliminated from Detailed Analysis

As described in Section 3.1 of EA-14-008, Reclamation analyzed the affected environment and determined that the Proposed Action does not have the potential to cause direct, indirect, or cumulative adverse effects to the following resources: land use, cultural resources, Indian Sacred Sites, Indian Trust Assets, socioeconomic resources, environmental justice, air quality, energy use and global climate change.

Water Resources

Execution of interim renewal contracts for CDFW and the cities of Avenal, Coalinga, and Huron would not change contract water quantities from the quantities in the existing contracts, and would not lead to any increased water use. Therefore, there would be no effect on surface water supplies or quality. The Proposed Action would, in essence maintain the environmental status quo, i.e., the same amount of water would go to the same areas for the same uses (albeit under a different legal arrangement); therefore, there are no adverse impacts to water resources as a result of the Proposed Action.

Biological Resources

Continued delivery of CVP water under the municipal and industrial (M&I) contracts listed in Table 2 of EA-14-008 sustains the residential, commercial, and industrial activities that occur within the contract service areas of the M&I contractors. Urban, industrial, or municipal development proposed within areas of natural habitat remaining in the water service area of any of these contractors could destroy, modify, fragment, or degrade habitat of San Joaquin kit fox, blunt-nosed leopard lizard, California jewelflower, or San Joaquin woolly-threads. All of these cities are small and are not currently experiencing, nor are they

anticipated to experience, significant growth over the next two years based on the current economic situation in California. Based on this fact, as well as the attached commitment letters from the three Cities, Reclamation does not anticipate a change in the type and extent of development during the 24-month duration of the interim renewal contracts. Therefore, the effects of the Proposed Action on Federally listed species are expected to be very minor.

Reclamation submitted a request to the U.S. Fish and Wildlife Service on August 22, 2014 to concur with its determination that the Proposed Action may affect, but is not likely to adversely affect the San Joaquin kit fox, blunt-nosed leopard lizard, California jewelflower, and San Joaquin woolly threads. The U.S. Fish and Wildlife Service concurred with this determination on November 10, 2014 (see Appendix E in EA-14-008).

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 four interim renewal contracts between the United States and CDFW and the Cities of Avenal, Coalinga, and Huron as required by CVPIA 3404(c). These contracts have previously been renewed and it is likely that subsequent interim renewals will be needed in the future pending the execution of the contractor'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.

RECLAMATION

Managing Water in the West

Final Environmental Assessment

Central Valley Project Interim Renewal Contracts for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Wildlife 2015-2017

EA-14-008



U.S. Department of the Interior
Bureau of Reclamation

December 2014

Mission Statements

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Contents

	Page
Section 1 Introduction	1
1.1 Background	1
1.1.1 Long-Term Renewal Contracts	4
1.2 Need for the Proposed Action	6
1.3 Scope	7
1.4 Issues Related to CVP Water Use Not Analyzed	8
1.4.1 Contract Service Areas	8
1.4.2 Water Transfers and Exchanges	8
1.4.3 Contract Assignments	8
1.4.4 Warren Act Contracts	8
1.4.5 Purpose of Water Use	9
1.4.6 Drainage	9
Section 2 Alternatives Including the Proposed Action	13
2.1 No Action Alternative	13
2.1.1 Other Contract Provisions of Interest	14
2.2 Proposed Action	14
2.2.1 Environmental Commitments	16
2.2.2 Comparison of Alternative Differences	16
2.3 Alternatives Considered but Eliminated from Further Analysis	17
2.3.1 Non-Renewal of Contracts	17
2.3.2 Reduction in Interim Renewal Contract Water Quantities	17
Section 3 Affected Environment and Environmental Consequences	19
3.1 Resources Eliminated from Further Analysis	19
3.2 Water Resources	20
3.2.1 Affected Environment	20
3.2.2 Environmental Consequences	23
3.3 Biological Resources	24
3.3.1 Affected Environment	24
3.3.2 Environmental Consequences	27
Section 4 Consultation and Coordination	31
4.1 Public Review Period	31
4.2 Endangered Species Act (16 U.S.C. § 1531 et seq.)	31
Section 5 Preparers and Reviewers	33
Section 6 References	35
Table 1 Contractors, Existing Contract Amounts, and Expiration Dates	3
Table 2 Contracts, Contract Entitlements and Purpose of Use	13
Table 3 Environmental Protection Measures and Commitments	16

Table 4	Resources Eliminated from Further Analysis	19
Table 5	Ten-Year Average South-of-Delta M&I Allocations	20

Figure 1	Contractors Location	15
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Appendix A	Contractor's CVP Service Area Maps
Appendix B	Letters from the Cities of Avenal, Coalinga, and Huron
Appendix C	Reclamation's Cultural Resources Determination
Appendix D	Reclamation's Indian Trust Assets Determination
Appendix E	Concurrence Memo from the U.S. Fish and Wildlife Service

Section 1 Introduction

The Bureau of Reclamation (Reclamation) provided the public with an opportunity to comment on the Draft Finding of No Significant Impact (FONSI) and Draft Environmental Assessment (EA) between October 31, 2014 and December 1, 2014. No comments were received. Changes between this Final EA and the Draft EA, which are not minor editorial changes, are indicated by vertical lines in the left margin of this document.

1.1 Background

On October 30, 1992, the President signed into law the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575) which included Title 34, the Central Valley Project Improvement Act (CVPIA). The CVPIA amended previous authorizations of the Central Valley Project (CVP) to include fish and wildlife protection, restoration, and mitigation as project purposes having equal priority with irrigation and domestic water supply uses, and fish and wildlife enhancement as having an equal priority with power generation. Through the CVPIA, 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 in 1994 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 (see Section 1.1.1). 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 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 four San Luis Unit interim renewal contracts beginning March 1, 2015 (see Table 1). These four interim renewal contracts would be renewed for a two-year period from March 1, 2015 through February 28, 2017. In the event a new long-term water service contract is executed, the interim renewal contract then-in-effect would be superseded by the long-term water service contract.

Table 1 Contractors, Existing Contract Amounts, and Expiration Dates

Contractor	Current Contract Number	Contract Quantity (acre-feet)	Expiration of Existing Interim Renewal Contract
California Department of Fish and Wildlife	14-06-200-8033A-IR3	10	2/28/2015
City of Avenal	14-06-200-4619A-IR3	3,500	2/28/2015
City of Coalinga	14-06-200-4173A-IR3	10,000	2/28/2015
City of Huron	14-06-200-7081A-IR3	3,000	2/28/2015

The long-term contracts for the Cities of Avenal, Coalinga, Huron and the California Department of Fish and Wildlife (CDFW¹) expired December 31, 2008. In 2007, Reclamation executed the first interim renewal contracts for each of the contractors for up to two years and two months. Previous interim renewal contract EAs, which also tiered from the PEIS, have been prepared for these contracts and approved as follows:

- EA-12-046, *Central Valley Project Interim Renewal Contracts for the Cities of Avenal, Coalinga, Huron and the California Department of Fish*

¹ Previously California Department of Fish and Game

and Game 2013-2015 (Reclamation 2013) which covered contract years² 2013 through 2015.

- EA-09-101, *San Luis Unit Water Service Interim Renewal Contracts 2010-2013* (Reclamation 2010) which covered contract years 2011 through 2013
- EA-07-056, *San Luis Unit Water Service Interim Renewal Contracts – 2008-2011* (Reclamation 2007) which covered the contract years 2008 through 2011

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 “[...] 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 execution of the interim renewal 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). 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). On February 6, 2014, the Eastern District Court of California further stated that “agency actions that do not alter the status quo *ipso facto* do not have a significant impact on the environment” and that the “[a]n action that does not change the status quo cannot cause any change in the environment and therefore cannot cause effects that require analysis in the EA” (Document 88 for Case 1:12-cv-01303-LJO-MJS). 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 Long-Term Renewal Contracts

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

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

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

A Final Environmental Impact Statement (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 2004a). 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 2005a).

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 2005b), the Black Butte Unit, Corning Canal Unit, and the Tehama-Colusa Canal Unit of the Sacramento River Division (Reclamation 2005c). 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.

Reclamation completed long-term renewal contract environmental documents for the Delta Division (Reclamation 2005d) and 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.

Regarding certain long term contract renewals related to the Sacramento River Settlement Contracts and certain Delta Division Contracts, the United States Court of Appeals for the Ninth Circuit recently held that Reclamation was obligated to consult under section 7 (a)(2) of the Endangered Species Act (ESA) before

renewing the contracts and remanded the case to the United States District Court. The Ninth Circuit decision did not include a remedy affecting the status of the existing contracts. The remand may be stayed while the Sacramento River Division contractors seek review by the United States Supreme Court; if not stayed, the case will proceed in the District Court.

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 long-term renewal contract environmental documentation for the San Felipe Division.

Long-term renewal contracts have not been completed for the City of Tracy, Cross Valley contractors, the San Luis Unit and the 3-way partial assignment from Mercy Springs Water District to Pajaro Valley Water Management Agency, Santa Clara Valley Water District, and Westlands Water District Distribution District # 1 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. Additionally, CVP water is essential to continue municipal viability for these contractors.

As described in Section 1.1.1, execution of long-term renewal contracts for the contracts listed in Table 1 is still pending. The purpose of the Proposed Action is to execute four interim renewal contracts in order to extend the term of the contractors' existing interim renewal contracts for two years, beginning March 1, 2015 and ending February 28, 2017. Execution of these four interim renewal contracts is needed to continue delivery of CVP water to these contractors, and to further implement CVPIA Section 3404(c), until their new long-term renewal contract can be executed.

1.3 Scope

Delta exports of CVP water for delivery under interim renewal contracts is an on-going action and the diversion of CVP waters for export to South-of-Delta (SOD) contractors was 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 renew interim renewal contracts pending execution of their 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.

This EA has been prepared to examine the impacts on environmental resources as a result of delivering water to the contractors listed in Table 1-1 under the proposed interim renewal contracts. The water would be delivered for municipal and industrial (M&I) purposes within Reclamation's existing water right place of use. The water would be delivered within the contractors existing service area boundaries using existing facilities for a period of up to two years. See Appendix A for contractor-specific service area maps.

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 contractors included in this EA, 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, but not limited to:

- 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 Bay Delta Conservation 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).

In addition, Reclamation is currently preparing environmental documentation pursuant to NEPA for the coordinated operation of the CVP and SWP as required by Court Order. The execution of interim renewal contracts does not affect the operation of the CVP or SWP as it maintains existing uses and does not affect the status quo.

1.4 Issues Related to CVP Water Use Not Analyzed

1.4.1 Contract Service Areas

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

1.4.2 Water Transfers and Exchanges

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

1.4.3 Contract Assignments

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

1.4.4 Warren Act Contracts

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

contracts. Separate environmental compliance would be completed prior to Reclamation executing Warren Act contracts.

1.4.5 Purpose of Water Use

Use of contract water for 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.

1.4.6 Drainage

This EA acknowledges ongoing trends associated with the continued application of irrigation water and production of drainage related to that water. It does not analyze the effects of Reclamation's providing agricultural drainage service to the San Luis Unit. The provision of drainage service is a separate federal action that has been considered in a separate environmental document, the *San Luis Drainage Feature Re-Evaluation Final Environmental Impact Statement* [SLDFR FEIS] (Reclamation 2005h). The SLDFR FEIS evaluated seven Action alternatives in addition to the No Action alternative for implementing drainage service within the San Luis Unit. The ROD for the SLDFR-FEIS was signed March 9, 2007. The actions considered in this EA would not alter or affect the analysis or conclusions in the SLDFR FEIS or its ROD. In 2008, Reclamation prepared the *San Luis Drainage Feature Re-Evaluation Feasibility Report* (Feasibility Report) to evaluate the feasibility of implementing the SLDFR FEIS Preferred Alternative (Reclamation 2008).

The SLDFR FEIS identified drainage areas within PWD and SLWD and incorporated the Westside Regional Drainage Plan. The Westside Regional Drainage Plan components are currently being implemented through the ongoing Grassland Bypass Project (GBP). Reclamation and the San Luis & Delta-Mendota Water Authority prepared the *Grassland Bypass Project 2010-2019 Environmental Impact Statement and Environmental Impact Report* (Reclamation 2009) and Reclamation completed associated consultations under the ESA. The Project is permitted to Reclamation and the San Luis & Delta-Mendota Water Authority by the California Water Quality Control Board, Central Valley Region and is further controlled by environmental commitments and mitigation requirements pursuant to the Use Agreement considered in the 2009 GBP EIS. Further, as part of the SLDFR Feasibility Report, Reclamation has completed construction of a Demonstration Treatment Plant near Firebaugh, California within Panoche Drainage District's San Joaquin River Improvement Project (SJRIP) reuse area located within the Grasslands Drainage Area. Equipment testing is currently underway and will be followed by a 90-day operations start-up. The 18-month demonstration project is expected to begin approximately in November 2014. The primary purpose of the treatment plant is to demonstrate and operate the reverse osmosis and selenium biotreatment technologies described in the Feasibility Report in order to collect cost and performance data required for final design of the corresponding full-scale drainage service treatment components to be constructed in Westlands in accordance with Public Law 86-

488 and the Revised Control Schedule filed November 4, 2011 by the United States in *Firebaugh Canal Water District, et al. v United States of America, et al.*, (CV-F-88-634 and CV-F-91-048 Partially Consolidated). Reclamation completed an EA entitled *San Luis Drainage Feature Reevaluation Demonstration Treatment Facility at Panoche Drainage District* on June 7, 2012 (Reclamation 2012) which analyzed the construction and 18-month operation of the Demonstration Treatment Facility.

On October 8, 2013 Westlands filed several court documents related to the above noted litigation including a “Notice of Motion and Motion for Order Temporarily Suspending Federal Defendants’ Drainage Activities Within Westlands Water District” (Motion). Westlands’ Motion provided for an order that in essence would suspend Reclamation’s drainage activities within Westlands Water District for six months. Westlands also noted that “Temporarily suspending drainage activities within Westlands would facilitate settlement negotiations between Federal Defendants and Westlands relating to the provision of drainage service within Westlands”. And further that a temporary suspension would avoid Federal expenditures for a drainage solution that ultimately may not be adopted after settlement, for which Reclamation will seek reimbursement from Westlands. However, Westlands also specifically noted that activities related to the construction and testing of the Demonstration Treatment Plant in the Panoche Drainage District would continue (Documents 968, 968-1, 968-2, and 968-3, Case 1:88-cv-00634-LJO-DLB).

On October 28, 2013 the Department of Justice filed a “Response” to Westlands’ Motion. The Response noted that an orderly suspension of work in the central sub-unit of Westlands while the Federal Defendants and Westlands negotiate may avoid the expenditure of federal appropriations, which Westlands will have to repay, on a drainage solution that may be different than one ultimately agreed to under a settlement. The Response also noted that those funds *in excess* of amounts required to support an adjusted schedule of activities following a period of suspension should the parties fail to reach a settlement – should be available for expenditure by Reclamation on other high priority activities. The Response further noted that in the event the Court grants Westlands’ Motion and orders the suspension of drainage activities as requested by Westlands, that Reclamation intends nevertheless to continue the construction and testing of the Demonstration Treatment Plant currently under construction within the Panoche Drainage District as noted in Westlands Motion (Document 969, Case 1:88-cv-00634-LJO-DLB).

On November 13, 2013, District Court Judge Lawrence J. O’Neill signed an order that stated: “Therefore, IT IS HEREBY ORDERED that Westlands’ motion is GRANTED. Federal Defendants may suspend all activities described in the Revised Control Schedule, except the activities related to the Demonstration Plant...for a period of six months from the date of this Order. Reclamation may, consistent with applicable law, redirect appropriations designated for drainage

activities within Westlands to other, high-priority activities.” (Document 973, Case 1:88-cv-00634-LJO-DLB).

On April 14, 2014, Westlands submitted a motion (Document 975-1, Case 1:88-cv-00634-LJO-DLB) requesting an additional 6 month suspension of drainage activities within Westlands. On April 30, 2014, District Court Judge Lawrence J. O’Neill granted the motion (Document 979, Case 1:88-cv-00634-LJO-DLB).

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Section 2 Alternatives Including the Proposed Action

The No Action alternative and the Proposed Action include the execution of interim renewal contracts for CDFW and the Cities of Avenal, Coalinga, and Huron. The four interim renewal contracts, their contract entitlements, and purpose of use under both alternatives can be found in Table 2 below.

Table 2 Contracts, Contract Entitlements and Purpose of Use

Contractor	Current Contract number	Contract Quantity (acre-feet)	Purpose of Use
SAN LUIS UNIT			
California Department of Fish and Wildlife	14-06-200-8033A-IR3	10	M&I
City of Avenal	14-06-200-4619A-IR3	3,500	M&I
City of Coalinga	14-06-200-4173A-IR3	10,000	M&I
City of Huron	14-06-200-7081A-IR3	3,000	M&I

For purposes of this EA, the following assumptions are made under each alternative:

- A. Execution of each interim renewal contract is considered to be a separate action;
- B. A two year interim renewal period is considered in the analysis, though contracts may be renewed for a shorter period.
- C. The contracts would be renewed with existing contract quantities as reflected in Table 2;
- D. 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
- E. 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. In addition, provisions in the existing long-term contracts that are specific to the San Luis Unit contracts regarding O&M of certain facilities and drainage service under the 1960 San Luis Act would be incorporated into the No Action alternative without substantial change.

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 tiered water pricing, defining M&I water users, requiring water measurement, and requiring water conservation. These provisions were summarized in EA-07-56 (Reclamation 2007) 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 (USFWS 2000).

2.2 Proposed Action

The Proposed Action evaluated in this document is the execution of four interim renewal water service contracts between the United States and the contractors listed in Table 2 (see Figure 1). These are the same four contracts included under the No Action alternative. CDFW and the Cities of Avenal, Coalinga, and Huron are currently on their third interim renewal contract and this Proposed Action would be their fourth. Drafts of the interim renewal contracts have been released for public comment at the following website:

http://www.usbr.gov/mp/cvpia/3404c/lt_contracts/2015_int_cts/.

The Proposed Action would continue these existing interim renewal contracts, with only minor, administrative changes to the contract provisions to update the previous interim renewal contracts for the new contract period. In the event a new long-term water service contract is executed, the interim renewal contract then-in-effect would be superseded by the long-term water service contract. No changes to the contractors' service areas or water deliveries are part of the Proposed Action. CVP water deliveries under the two proposed interim renewal contracts can only be used within each designated contract service area (see Appendix A for service area maps). The contract service area for the proposed interim renewal contracts have not changed from the existing interim renewal contracts. If the contractor proposes to change the designated contract service area separate environmental documentation and approval will be required. The proposed interim renewal contract quantities (Table 2) remain the same as in the existing interim renewal contracts. Water can be delivered under the interim

renewal contracts in quantities up to the contract total, although it is likely that deliveries will be less than the contract total.

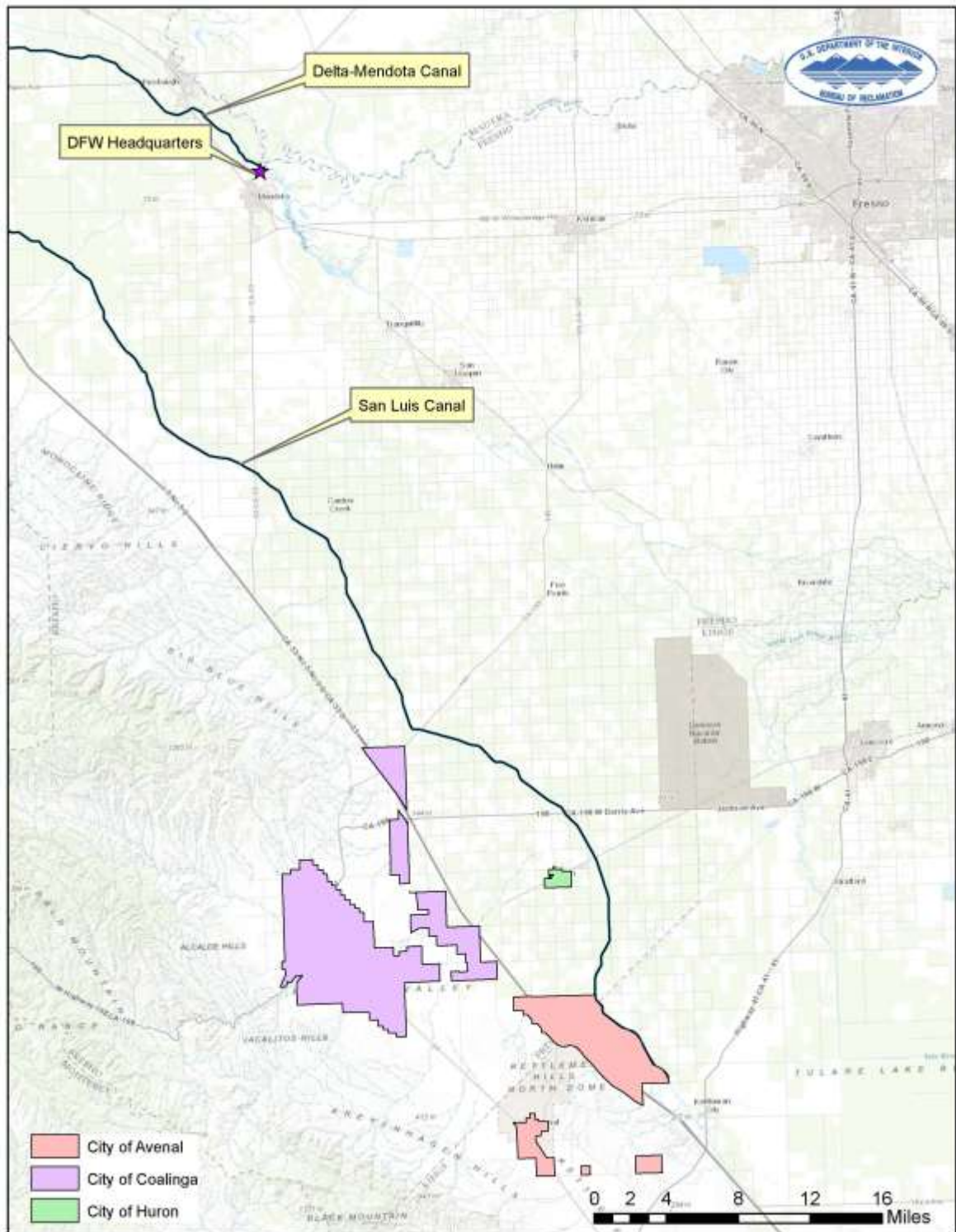


Figure 1 Contractors Location

The four interim renewal contracts contain provisions that allow for adjustments resulting from court decisions, new laws, and from changes in regulatory requirements imposed through re-consultations. Accordingly, to the extent that additional restrictions are imposed on CVP operations to protect threatened or endangered species, those restrictions would be implemented in the administration of the two interim renewal contracts considered in this EA. As a result, by their express terms the interim renewal contracts analyzed herein would conform to any applicable requirements lawfully imposed under the ESA or other applicable environmental laws. As a requirement of previous interim renewal contract ESA consultations, the Cities of Avenal, Coalinga, and Huron have agreed to not deliver CVP water to undeveloped lands without evidence of ESA compliance (see Appendix B).

2.2.1 Environmental Commitments

Reclamation, CDFW, and the Cities of Avenal, Coalinga, and Huron would implement the following environmental protection measures to reduce environmental consequences associated with the Proposed Action (Table 3). Environmental consequences for resource areas assume the measures specified would be fully implemented.

Table 3 Environmental Protection Measures and Commitments

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

2.2.2 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, San Luis Unit, and San Felipe 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 contracts, 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. The terms and conditions under the Proposed Action is a continuation of the terms and conditions under the first executed interim renewal contract excepting minor administrative changes.

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 in certain cases, but eliminated from the analysis of the interim renewal contracts 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 contractors have complied with contract terms and the requirements of applicable law. It 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 wet 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.

Section 3 Affected Environment and Environmental Consequences

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

3.1 Resources Eliminated from Further Analysis

Reclamation analyzed the affected environment and determined that the Proposed Action would not have the potential to cause direct, indirect, or cumulative adverse effects to the resources listed in Table 4.

Table 4 Resources Eliminated from Further Analysis

Resource	Reason Eliminated
Land Use	The interim renewal contracts for CDFW and the Cities of Avenal, Coalinga and Huron 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 under the proposed interim renewal contracts would not change from the purpose of use specified in their existing contracts. Likewise, the interim renewal contracts would not change contract terms or conditions governing the allocation of CVP water during times of limited supply (i.e., drought), so would not provide additional water reliability conducive to conversion of land use from agricultural to M&I uses. Consequently, there would be no impacts to land use as a result of the Proposed Action alternative.
Cultural Resources	There would be no impacts to cultural resources as a result of implementing the Proposed Action as the Proposed Action would facilitate the flow of water through existing facilities to existing users. No new construction or ground disturbing activities would occur as part of the Proposed Action. The pumping, conveyance, and storage of water would be confined to existing CVP facilities. Reclamation has determined that these activities have no potential to cause effects to historic properties pursuant to 36 CFR Part 800.3(a)(1). See Appendix C for Reclamation's determination.
Indian Sacred Sites	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 physical changes to existing facilities are proposed and no new facilities are proposed. Continued delivery of CVP water to CDFW and the Cities of Avenal, Coalinga, and Huron under an interim renewal contract would not affect any Indian Trust Assets because existing rights would not be affected; therefore, Reclamation has determined that the Proposed Action would not impact Indian Trust Assets. See Appendix D for Reclamation's determination.
Socioeconomic Resources	The proposed execution 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 contractors' respective service areas.
Environmental	The proposed execution of interim renewal contracts with only minor

Resource	Reason Eliminated
Justice	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.
Air Quality	The Proposed Action would not require construction or modification of facilities to move CVP water to CDFW or the Cities of Avenal, Coalinga and Huron. CVP water would be moved either via gravity or electric pumps along the Delta-Mendota Canal and San Luis 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 Change	The Proposed Action does not include construction of new facilities or modification to existing facilities. While pumping would be necessary to deliver CVP water, no additional electrical production beyond baseline conditions would occur. In addition, the generating power plant that produces electricity for the electric pumps operates under permits that are regulated for greenhouse gas emissions. As such, there would be no additional impacts to global climate change. Global climate change is expected to have some effect on the snow pack of the Sierra Nevada and the runoff regime. 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 under 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 when CVP contract supplies are insufficient to satisfy water needs. Table 5 below summarizes CVP allocations for SOD M&I contractors over the past 10 years.

Table 5 Ten-Year Average South-of-Delta M&I Allocations

Contract Year¹	M&I Allocations²
2014	50
2013	70
2012	75
2011	100
2010	75
2009	60
2008	75
2007	75
2006	100

2005	100
¹ A Contract Year is from March 1 of a given year through February 28/29 of the following year. ² As percentage of Water Service Contract total or as allocated under M&I Historic use Sources: http://www.usbr.gov/mp/cvo/vungvari/water_allocations_historical.pdf and http://www.usbr.gov/newsroom/newsrelease/index.cfm	

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 SOD water deliveries (Reclamation 1999), and this information has been incorporated into the modeling for the current CVP/SWP Coordinated Operations of the Delta (Reclamation 2004b).

Contractor Water Needs Assessment

In conjunction with CVP-wide contract renewals after issuance of the PEIS, a Water Needs Assessment was developed in order to identify the beneficial and efficient future water needs and demands for each interim renewal contractor projected, in most cases (including the contracts considered here), through 2025. Water 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 AF per year, or within 25 percent for contracts less than or equal to 15,000 AF per year, 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 Water Need Assessments did not consider the effects of additional constraints on the CVP's ability to deliver CVP water that were not evident at the time of the analysis. Many factors, including hydrologic conditions and implementation of federal and state laws have further constrained the CVP's ability to deliver water to its SOD water service contractors, including CDFW and the Cities of Avenal, Coalinga, and Huron. Since the last Water Needs Assessment, CVP allocations have continued to decline as a consequence of regulatory actions (including but not limited to the CVP/SWP Coordinated Operations biological opinions) and hydrologic conditions.

City of Avenal's Water Use

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

CVP Contracts On November 20, 1969 the City of Avenal signed a long-term contract (Contract 14-06-200-4619A) with Reclamation for up to 3,500 AF of CVP water annually (Reclamation 1969). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts. The most recent was the third interim renewal contract (Contract 14-06-200-4619A-IR3) issued March 1, 2013, which remains in effect until February 28, 2015. This contract is one of the interim renewal contracts analyzed in this EA as shown in Table 2.

City of Coalinga's Water Use

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

CVP Contracts On October 28, 1968 the City of Coalinga signed a long-term contract (Contract 14-06-200-4173A) with Reclamation for up to 10,000 AF of CVP water annually (Reclamation 1968). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts. The most recent was the third interim renewal contract (Contract 14-06-200-4173A-IR3) issued March 1, 2013, which remains in effect until February 28, 2015. This contract is one of the interim renewal contracts analyzed in this EA as shown in Table 2.

City of Huron's Water Use

The City of Huron's sole water supply is CVP water received from a lateral connection to the San Luis Canal. Water is transported to Huron via Lateral 27, which is operated by Westlands. CVP water is treated at Huron's water treatment plant prior to distribution to local water users. Huron does not pump groundwater

as the groundwater in the area is very deep, of poor quality, and almost non-potable.

CVP Contracts On September 26, 1972 the City of Huron signed a long-term contract (Contract 14-06-200-7081A) with Reclamation for a maximum of 3,000 AF of CVP water annually (Reclamation 1972). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts. The most recent was the third interim renewal contract (Contract 14-06-200-7081A-IR3) issued March 1, 2013, which remains in effect until February 28, 2015. This contract is one of the interim renewal contracts analyzed in this EA as shown in Table 2.

Department of Fish and Wildlife's Water Use

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

CVP Contracts On January 1, 1976 the CDFW signed a long-term contract (Contract 14-06-200-8033A-LTR1) with Reclamation to supply 10 AF of supply for domestic use at the Mendota Wildlife Area headquarters, near the City of Mendota (Reclamation 1976). This contract expired December 31, 2008 and has been succeeded by a series of interim renewal contracts. The most recent was the third interim renewal contract (Contract 14-06-200-8033A-IR3) issued March 1, 2013, which remains in effect until February 28, 2015. This contract is one of the interim renewal contracts analyzed in this EA as shown in Table 2.

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. Tiered pricing is mandated under the water conservation section of the CVPIA for contracts of more than three years. As described previously, model predictions indicate that the number of years when tiered pricing would be applicable would be limited to approximately 22 or 24 percent of the time (or one year out of four or five) for interim contracts greater than three years (Reclamation 2004b). For CDFW and the cities of Avenal, Coalinga, and Huron, where the CVP water supply is the only water supply available, there is no opportunity to make cost comparisons and switch to alternate water supplies. The application of tiered pricing could adversely impact the CDFW and the Cities 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

Execution of interim renewal contracts for CDFW and the cities of Avenal, Coalinga, and Huron would not change contract water quantities from the quantities in the existing contracts, and would not lead to any increased water use. Therefore, there would be no effect on surface water supplies or quality. The Proposed Action would, in essence maintain the environmental status quo, i.e., the same amount of water would go to the same areas for the same uses (albeit under a different legal arrangement); therefore, there are no adverse impacts to water resources as a result of the Proposed Action.

Cumulative Impacts

Reclamation's action is the execution of interim renewal water service contracts between the United States and CDFW and the cities of Avenal, Coalinga, and Huron under either the No Action alternative or the Proposed Action. CDFW and the Cities of Avenal, Coalinga, and Huron have existing interim renewal contracts. It is likely that subsequent interim renewals would be needed in the future pending the execution of long-term renewal contracts. 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 Federally listed threatened and endangered species and critical habitat that occur within project area and/or may be affected as a result of the Proposed Action was obtained on July 14, 2014, by accessing the USFWS database (document number 140714024305):

http://www.fws.gov/sacramento/ES_Species/Lists/es_species_lists-form.cfm.

The list is summarized below and includes all species for the entirety of Fresno and Kings Counties. The Federally endangered blunt-nosed leopard lizard (*Gambelia sila*), California jewelflower (*Caulanthus californicus*), San Joaquin kit fox (*Vulpes macrotis mutica*), and San Joaquin woolly-threads (*Monolopia congdonii*) are addressed in this EA as they are the only species with the potential to occur within the Proposed Action area.

Reclamation has determined that the Proposed Action either lacks habitat or is outside of the range of the following species; therefore, these species are not considered further in this document.

- Buena Vista Lake shrew (*Sorex ornatus relictus*), Federally Endangered
- California condor (*Gymnogyps californianus*), Federally Endangered

- California red-legged frog (*Rana draytonii*), Federally Threatened
- California tiger salamander (*Ambystoma californiense*), Federally Threatened
- Central Valley steelhead (*Oncorhynchus mykiss*), Federally Threatened
- Conservancy fairy shrimp (*Branchinecta conservatio*), Federally Endangered
- delta smelt (*Hypomesus transpacificus*), Federally Threatened
- fisher (*Martes pennanti*), Federal Candidate
- Fresno kangaroo rat (*Dipodomys nitratoide exilis*), Federally Endangered
- giant garter snake (*Thamnophis gigas*), Federally Threatened
- giant kangaroo rat (*Dipodomys ingens*), Federally Endangered
- Greene's tuctoria (*Tuctoria greenei*), Federally Endangered
- hairy Orcutt grass (*Orcuttia pilosa*), Federally Endangered
- Hartweg's golden sunburst (*Pseudobahia bahiifolia*), Federally Endangered
- Hoover's spurge (*Chamaesyce hooveri*), Federally Threatened
- Keck's checker-mallow (*Sidalcea keckii*), Federally Endangered
- Lahontan cutthroat trout (*Oncorhynchus clarki henshawi*), Federally Threatened
- least Bell's vireo (*Vireo bellii pusillus*), Federally Endangered
- longhorn fairy shrimp (*Branchinecta longiantenna*), Federally Endangered
- Mariposa pussy-paws (*Calyptidium pulchellum*), Federally Threatened
- mountain yellow-legged frog (*Rana muscosa*), Federally Endangered
- Owens tui chub (*Gila bicolor snyderi*), Federally Endangered
- palmate-bracted bird's-beak (*Cordylanthus palmatus*), Federally Endangered
- Paiute cutthroat trout (*Oncorhynchus clarki seleniris*), Federally Threatened
- San Benito evening-primrose (*Camissonia benitensis*), Federally Threatened
- San Joaquin adobe sunburst (*Pseudobahia peirsonii*), Federally Threatened
- San Joaquin Valley Orcutt grass (*Orcuttia inaequalis*), Federally Threatened
- Sierra Nevada bighorn sheep (*Ovis canadensis californiana*), Federally Endangered
- Sierra Nevada yellow-legged frog (*Rana sierrae*), Federally Endangered
- succulent owl's-clover (*Castilleja campestris ssp. succulenta*), Federally Threatened
- Tipton kangaroo rat (*Dipodomys nitratoide nitratoide*), Federally Endangered
- valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), Federally Threatened
- vernal pool fairy shrimp (*Branchinecta lynchi*), Federally Threatened

- vernal pool tadpole shrimp (*Lepidurus packardii*), Federally Endangered
- western snowy plover (*Charadrius alexandrinus nivosus*), Federally Threatened
- western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), Federally Proposed Threatened
- Yosemite toad (*Bufo canorus*), Federally Threatened

The Proposed Action area does not fall within any proposed or designated critical habitat.

Contractor's Service Area

The service area for CVP water at the Mendota Wildlife Area does not contain any listed species habitat, as the water is only used at the headquarters. The City of Huron's service area for CVP water consists of urban and agricultural lands and thus this area provides habitat for the San Joaquin kit fox, which can use agricultural lands to some degree (Warrick et al. 2007); however, the City of Huron is not known to have an urban kit fox population. The Cities of Avenal and Coalinga have native lands that may provide habitat for the blunt-nosed leopard lizard, California jewelflower, San Joaquin kit fox, and San Joaquin woolly-threads; there are a number of records of these species in the area (CNDDDB 2014). There is an urban population of San Joaquin kit foxes in Coalinga (Bjurlin et al. 2005) and pups have been observed in the city (Cypher et al. 2012).

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

Biological Opinions for Coordinated Operation of the CVP and SWP

USFWS issued a biological opinion analyzing the effects of the coordinated long-term operation of the CVP and SWP in California (USFWS 2008). 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 (NMFS 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.

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

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

Execution 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. Therefore, the impacts to Federally listed species would not be expected to differ from those described below under the Proposed Action and cumulative effects.

Proposed Action

Continued delivery of CVP water under the M&I contracts listed in Table 2 sustains the residential, commercial, and industrial activities that occur within the contract service areas of the M&I contractors. Urban, industrial, or municipal development proposed within areas of natural habitat remaining in the water service area of any of these contractors could destroy, modify, fragment, or degrade habitat of San Joaquin kit fox, blunt-nosed leopard lizard, California jewelflower, or San Joaquin woolly-threads. All of these cities are small and are not currently experiencing, nor are they anticipated to experience, significant growth over the next two years based on the current economic situation in California. Based on this fact, as well as the attached commitment letters from the three Cities, Reclamation does not anticipate a change in the type and extent of development during the 24-month duration of the interim renewal contracts. Therefore, the effects of the Proposed Action on Federally listed species are expected to be very minor.

Reclamation submitted a request to the USFWS on August 22, 2014 to concur with its determination that the Proposed Action may affect, but is not likely to adversely affect the San Joaquin kit fox, blunt-nosed leopard lizard, California jewelflower, and San Joaquin woolly threads. The USFWS concurred with this determination on November 10, 2014 (Appendix E).

Cumulative Impacts

Interim renewal contracts, when added to other past, present, and reasonably foreseeable future actions, represent a continuation of existing conditions which are unlikely to result in cumulative impacts on the biological resources of the study area and other portions of the San Luis Unit. Interim renewal contracts obligate the delivery of the same contractual amount of water to the same lands without the need for additional facility modifications or construction.

Within the Cities of Avenal, Coalinga, and Huron, a CEQAnet search (and phone conversations with the Cities) of actions between July 2012 (the last renewal used records through June) and July 2014 revealed that a handful of development projects were approved during that time (two in Huron in 2013 and 2014, and one in 2012 and two in 2014 in Coalinga), and that the approved projects appeared to have little or no impact on natural lands. An apartment complex in Coalinga would be an in-fill development, where a building previously stood. The contractor's storage yard also was planned for a parcel that already had a building on it. The wastewater reclamation use area in Coalinga is on agricultural land, and the water treatment plant improvement project in Huron is an upgrade of an existing project.

Interim renewal contracts occur within the context of implementation of the CVPIA by the United States Department of the Interior, including Reclamation and USFWS. Reclamation and the USFWS explained the CVPIA in a report entitled *CVPIA, 10 Years of Progress* (Reclamation 2002), as follows:

The CVPIA has redefined the purposes of the CVP to include the protection, restoration, and enhancement of fish, wildlife, and associated habitats; and to contribute to the State of California's interim and long-term efforts to protect the San Francisco Bay/Sacramento-San Joaquin River Delta Estuary. Overall, the CVPIA seeks to "achieve a reasonable balance among competing demands for use of [CVP] water, including the requirements of fish and wildlife, and agricultural, municipal and industrial, and power contractors."

Finally, as explained in Section 2, interim renewal contracts would be subject to regulatory constraints imposed pursuant to Section 7 of the ESA, regardless of whether those constraints exist today. Consequently, there would be no cumulative adverse impacts as a result of the Proposed Action.

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Section 4 Consultation and Coordination

4.1 Public Review Period

Reclamation provided the public with an opportunity to comment on the Draft FONSI and Draft EA between October 31, 2014 and December 1, 2014. No comments were received.

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.

Reclamation submitted a request to the USFWS on August 22, 2014 to concur with its determination that the Proposed Action may affect, but is not likely to adversely affect the San Joaquin kit fox, blunt-nosed leopard lizard, California jewelflower, and San Joaquin woolly threads. The USFWS concurred with this determination on November 10, 2014 (Appendix E).

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