



February 27, 2026

Submitted via the Bureau of Reclamation Comment Portal and U.S. Mail

Ms. Carly Jerla
U.S. Bureau of Reclamation
Attn: BCOO-1000
P.O. Box 61470
Boulder City, NV 89006

Via email: crbpost2026@usbr.gov and cjerla@usbr.gov

Re: City of Escondido and Vista Irrigation District Comments on the Post-2026 Operational Guidelines & Strategies for Lake Powell & Lake Mead Draft Environmental Impact Statement

Dear Ms. Jerla:

I. Introduction

These comments from the City of Escondido and the Vista Irrigation District address the Draft Environmental Impact Statement on Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead (“Draft EIS”) and focus on the legal and operational constraints governing Colorado River water deliveries to California, including federally mandated settlement obligations, and binding intrastate allocation agreements. The Draft EIS provides an analysis of system-wide operational alternatives but omits essential clarifications regarding the legal framework that governs California’s internal allocation system and the United States’ statutory obligations. These omissions create ambiguity regarding the interaction between federal operational decisions and non-discretionary delivery requirements. These comments incorporate the prior scoping comments provided by the City of Escondido and the Vista Irrigation District.

II. Binding Federal and State Legal Constraints

The Draft EIS does not explicitly recognize that several of the proposed operational alternatives intersect with legal obligations that cannot be modified, reinterpreted, or impaired through the National Environmental Policy Act (“NEPA”). These include:

4923-7545-6914.1 014624.001
City of Escondido
201 N. Broadway
Escondido, CA 92025
(760) 839-4090

Vista Irrigation District
1391 Engineer Street
Vista, CA 92081
(760) 597-3100

1. **San Luis Rey Indian Water Rights Settlement Act**, Pub. L. No. 100-675, 102 Stat. 4000 (1988), as amended including the **Final Amendments Enabling Completion of the Settlement and Authorizing the 2015 Implementing Agreement**, Pub. L. No. 113-121, Title X, § 1030, 128 Stat. 1193 (June 10, 2014) (Water Resources Reform and Development Act of 2014).
2. **Allocation Agreement among the United States, the Metropolitan Water District of Southern California, the Coachella Valley Water District, the Imperial Irrigation District, the San Diego County Water Authority, the La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians, the San Luis Rey Indian Water Authority, the City of Escondido, and the Vista Irrigation District** (Oct. 10, 2003).
3. **Exchange Agreement among the Metropolitan Water District of Southern California, the San Diego County Water Authority, the Vista Irrigation District, the City of Escondido, and the San Luis Rey Indian Water Authority** (Oct. 10, 2003).
4. **Water Conveyance Agreement among the San Diego County Water Authority, the Vista Irrigation District, the City of Escondido, and the San Luis Rey Indian Water Authority** (Oct. 10, 2003).
5. **Implementing Agreement among the La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians, the San Luis Rey River Indian Water Authority, the City of Escondido, and the Vista Irrigation District** (together, the “Settlement Implementing Parties”), (January 10, 2015)
6. **California Seven-Party Agreement** (1931).
7. **Boulder Canyon Project Act**, 43 U.S.C. §§ 617–617t.
8. **Consolidated Consent Decree in *Arizona v. California***, 547 U.S. 150 (2006).

NEPA is essentially procedural and does not mandate particular results, nor does it expand an agency’s existing authority (*Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 350–51 (1989); *Dept. of Transp. v. Public Citizen*, 541 U.S. 752, 766-67 (2004)). An EIS may require disclosure and analysis, but it cannot alter contractual rights, statutory allocations, or priority systems that exist under other federal law.

Under these controlling precedents, Reclamation may not use the Post-2026 EIS to reinterpret, condition, reduce or reallocate delivery obligations established by statute, contract, or the Law of the River, including the SLRIWA delivery requirement and the QSA-based priority system. NEPA cannot be used to analyze or implement alternatives that would reallocate water among California and the Settlement Implementation Parties. The Draft EIS should expressly acknowledge this limitation.

III. Operational Implications for the San Luis Rey Settlement and Quantification Settlement Agreement Transfers

The Draft EIS does not address how the proposed alternatives interact with the United States’ fixed, non-discretionary obligation to deliver the conserved 16,000 acre-feet of water per year (“AFY”) under the San Luis Rey Indian Water Rights Settlement Act. This obligation is statutory and independent of hydrology, reservoir elevations, or the volume of water physically conveyed through the All-American Canal (“AAC”).

We recognize that the amount of water in the Settlement is small compared to the flow of the larger Colorado River, but this affordable, reliable water is very important to beneficial water uses

including farming, municipal and industrial uses, tribal government uses, and environmental uses. The City of Escondido and the Vista Irrigation District would appreciate a short entry in the Final EIS and the specific exclusion of the 16,000 AFY of conserved water in the hydraulic modeling supporting the Final EIS to provide clarity and protect these water rights.

The conserved water generated by the AAC and Coachella Canal lining projects is a contractual accounting construct, not a real-time hydrologic measurement. The conserved water volumes are based on fixed baseline seepage rates established in the All-American Canal Lining Project Cooperative Agreement (2006) and the Coachella Canal Lining Project Agreement (2001). These volumes do not fluctuate with actual AAC flow, operational conditions, or annual diversions. As a result, the 16,000 AFY delivery is decoupled from AAC flow and cannot be reduced by changes in system operations.

The San Luis Rey Settlement did not reach full legal finality until May 22, 2017, when the Federal Energy Regulatory Commission dismissed the long-running licensing proceedings for Escondido Project No. 176, thereby closing the last federal administrative action required under the 1988 San Luis Rey Indian Water Rights Settlement Act. This date marks the true completion of the Settlement and confirms that the 16,000 AFY delivery obligation is fully vested and non-discretionary.

Similarly, the Quantification Settlement Agreement (“QSA”) and its implementing agreements — including the QSA Conserved Water Allocation Agreement, the Exchange Agreement, and the Water Conveyance Agreement — remain binding on the State of California and its contractors. These agreements allocate water within California’s 4.4 Million Acre Feet entitlement and cannot be altered or subordinated by federal operational decisions. Any state-level reductions under the Draft EIS alternatives must be absorbed within California’s internal priority system without affecting QSA transfers or the San Luis Rey Settlement deliveries.

The Draft EIS should explicitly acknowledge these constraints to avoid the appearance that federal operational alternatives could modify or impair contractual and statutory rights.

IV. Clarification Required Regarding “Non-Priority-Based” Shortage Sharing

Several alternatives in the Draft EIS rely on “non-priority-based” or “state-level” shortage sharing mechanisms. The Draft EIS must clarify that:

1. These mechanisms apply only to allocations among the Lower Basin states;
2. They do not authorize or imply any reallocation among California contractors; and
3. They do not affect Priority 3 deliveries that support QSA transfers with regard to the San Luis Rey Settlement.

California’s internal priority system remains governed by the Seven-Party Agreement, the Boulder Canyon Project Act, and binding contracts approved by Reclamation. The Draft EIS should explicitly state that none of the proposed alternatives alter these legal structures.

V. Required Recognition of the Fixed 16,000 AFY Federal Settlement Obligation

The Draft EIS must expressly recognize that the United States has a fixed, non-discretionary statutory obligation under the San Luis Rey Indian Water Rights Settlement Act to deliver 16,000 AFY of Colorado River water. This obligation is not contingent on hydrology, reservoir elevations, AAC flow volumes, or any operational alternative under consideration. The conserved water associated with the AAC lining projects is a contractual accounting construct, not a variable hydrologic output, and therefore cannot be reduced by changes in system operations. Reclamation should clearly state that none of the proposed alternatives modify, diminish, or place at risk the 16,000 AFY federal settlement delivery.

VI. Technical Appendix: Decoupling of Conserved Water from AAC Flow

A. Nature of Conserved Water Under the Lining Projects

The conserved water generated by the AAC and Coachella Canal lining projects is defined by contract and statute, not by real-time hydrologic performance. The volumes are calculated using fixed baseline seepage rates and do not fluctuate with actual canal flow.

B. Conserved Water as an Accounting Construct

The conserved water is a legal entitlement, not a hydrologic measurement. It remains constant regardless of:

- Total AAC diversions
- IID operational decisions
- Hydrologic shortages
- System conservation programs
- Reclamation's operational alternatives

C. Relationship to the San Luis Rey Settlement

The 16,000 AFY delivered under the San Luis Rey Indian Water Rights Settlement Act is funded by the conserved water but is not a percentage of AAC flow and is not recalculated based on actual seepage or hydrologic conditions. It is a fixed federal obligation.

D. Implications for the Draft EIS

Because conserved water volumes are contractually fixed, none of the Draft EIS alternatives can reduce the 16,000 AFY delivery to the Settlement Implementation Parties. The Draft EIS should explicitly state this to ensure accuracy and avoid misinterpretation.

VII. Conclusion

The Draft EIS provides a framework for evaluating post-2026 operational alternatives. However, the document must be revised to acknowledge the binding legal constraints governing California's internal allocation system and the United States' statutory obligations under the San Luis Rey

Settlement. Explicit recognition of these constraints is necessary to ensure that the EIS accurately reflects the legal environment in which the proposed alternatives must operate.

In addition, as members of the San Diego County Water Authority (“SDCWA”), the City of Escondido and the Vista Irrigation District agree with its position of support for the efforts of Department of the Interior and Reclamation to develop guidelines that provide fair and balanced policies to ensure the River continues to serve all users basin wide, including tribes and Mexico.

We further support the ongoing effort among the Basin states to achieve a consensus proposal for the River’s operation, including management of the two reservoirs critical to California’s water supply, Lakes Powell and Mead. Consensus remains the best way to achieve policies that provide a sustainable future for the River, whether the new guidelines extend over an interim 20-year period or are phased.

Thank you for the opportunity to provide these comments.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dane White", with a long horizontal flourish extending to the right.

Dane White
Mayor
City of Escondido

A handwritten signature in black ink, appearing to read "Marty Miller", with a long horizontal flourish extending to the right.

Marty Miller
President of the Board
Vista Irrigation District