



THE JICARILLA APACHE NATION

P.O. BOX 507 • DULCE, NEW MEXICO • 87528-0507

RESOLUTION OF THE LEGISLATIVE COUNCIL

NATURAL RESOURCES/WATER ADMINISTRATION

RE: Endorsement of the "Recommendations for San Juan River Operation and Administration for 2004"

RESOLUTION NO. 2003-R-615-12

WHEREAS, the Legislative Council of the Jicarilla Apache Nation approved the endorsement of the "Recommendations for San Juan River Operations and Administration for 2003" that resulted in a mechanism for a number of San Juan basin water users to share shortages from direct flows and storage in Navajo Reservoir as a result of continuing drought in the region; **AND**

WHEREAS, the 2003 agreement also provided for the opportunity for the Nation to lease up to 20,000 acre-feet of its future use water rights for emergency supplemental water supplies to the power producing interests and the clients of the San Juan Water Commission; **AND**

WHEREAS, the 2004 agreement is similar to the 2003 agreement in that all previously agreed to matters associated with the sharing of shortages and uses of the Nation's future use water rights remains the same; **AND**

WHEREAS, the 2004 agreement is an equitable approach in dealing with drought induced shortages from the Navajo Reservoir Supply with the only alternative being a priority call on the river likely leading to the filing of suits and much political strife; **AND NOW**

THEREFORE, BE IT RESOLVED, by the Legislative Council of the Jicarilla Apache Nation, the Legislative Council does hereby approve the signing of the endorsement letter by the President representing the Nation's position in supporting the "Recommendations for San Juan River Operations and Administration for 2004".

FURTHER RESOLVED, that Mr. Mike Hamman, Ms. Andrea LeFevre and Mr. Lester Taylor will continue to represent the Nation at future meetings associated with this process.

Archie Vigil-Sanchez

 President



Legislative Council Resolution No. 2003-R-615-12

Re: Endorsement of the "Recommendation for San Juan River Operations and Administration for 2004"

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CERTIFICATION

The foregoing Resolution was enacted by the Legislative Council of the Jicarilla Apache Nation on the *9th day of December 2003, by a vote of 7 for, 0 opposed, and 0 abstaining*, at a duly called meeting at which a quorum of the Legislative Council members was present.

ATTEST:

Opvia Maria
Secretary

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2004, dated October 21, 2003, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

The Recommendations are endorsed by BHP Billiton subject to executed and approved agreements among BHP, APS and the Jicarilla Apache Nation; BHP, PNM and the Jicarilla Apache Nation, as described and set forth in Paragraph 4 of the Recommendations.

Signed this 26th day of January, 2004



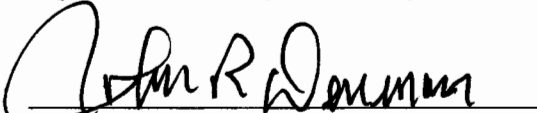
Name: J.W. Grubb
Title: President
On Behalf of: BHP Billiton
New Mexico Coal Operations

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2004, dated October 21, 2003, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water; (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in section 1 of the recommendations below and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party. The Recommendations are endorsed by APS subject to executed and approved agreements among BHP, APS and the Jicarilla Apache Nation, as described and set forth in paragraph 4 of the Recommendations.

Signed this 26th day of January, 2004.



Name: John R. Denman

Title: Vice President, Fossil Generation

On behalf of: Arizona Public Service Company (On its own behalf in respect to Units 1, 2 and 3 of the Four Corners generating Station, and as Operating Agent on behalf of the Four Corners Participants in respect to Four Corners Units 4 and 5)

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.

PNM
2401 Aztec Road NE
MS-Z110
Albuquerque, NM 87107
Fax 505 855-6320
www.pnm.com

CLASS PRJ 13.10
OLDER UC 2304
OBJECT NU
Contract# 3461823

P Page



A personal commitment
to New Mexico

CYS
K9W

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2004, dated October 21, 2003, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

The Recommendations are endorsed by Public Service Company of New Mexico subject to executed and approved agreements among PNM, BHP, and the Jicarilla Apache Nation; and BHP, APS and the Jicarilla Apache Nation, as described and set forth in Paragraph 4 of the Recommendations.

Signed this 18th day of FEBRUARY, 2004



Name: Patrick J. Goodman
Title: Vice President, Power Production
On Behalf of: Public Service Company of New Mexico

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2004, dated October 21, 2003, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

Signed this 20th day of February, 2004.

Bill Flores
Name: Bill Flores

Title: Chairman of Board

On Behalf of: Bloomfield Irrigation Dist.

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2004, dated October 21, 2003, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

Signed this 22 day of January, 2004.

Myron E. Crockett

Name: Myron E. Crockett

Title: President

On Behalf of: Hammond Conservancy District

Bloomfield, New Mexico

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached

ENDORSEMENT AND AGREEMENT

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Signed this _____ day of MAR 09 2004, 2004


Name: Joe Shirley, Jr.

Title: Navajo Nation President

On Behalf of: Navajo Nation

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached

ENDORSEMENT AND AGREEMENT

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Signed this 14th day of January, 2004.



Name: William E. Standley

Title: Mayor

On Behalf of: City of Farmington, New Mexico

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.

Execution of this document was authorized by action of the Farmington City Council taken at its regular meeting held on January 13, 2004 and as reflected in the official minutes of said meeting.

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2004, dated October 21, 2004, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

Signed this 2nd day of Nov, 2004

James T. Kenney

Name: James T. Kenney

Title: Chairman

On Behalf of: Teneth Valley Water Users Assoc.

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached

ENDORSEMENT AND AGREEMENT

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Signed this 2 day of MARCH, 2004.

Laurence Stock
 Name: LAWRENCE STOCK

Title: CHAIRMAN

On Behalf of: FARMGAS INC. DITCH

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached