

RECLAMATION

Managing Water in the West

U.S. Department of the Interior
Bureau of Reclamation
Western Colorado Area Office

835 E 2nd Ave., Suite 400
Durango, CO 81301

Main Phone: (970) 385-6500
Fax Phone: (970) 385-6539

Fax Cover

Date: 6/11/07

Pages including this cover: 11 Fax: 505 827 6188

To: JOHN WHIPPLE

From: FAT PAGE

Code: _____

E-mail: _____

Fax: _____

Phone: _____

Message: 2007-2008 ENDORSEMENT AGMNTS - SJR ADMIN & OPERATION
RECOMMENDATIONS.

INFORMATION

RECEIVED

FEB - 2 2007

ENDORSEMENT AND AGREEMENT

WCAO-Durango, CO.

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, 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 an executed and approved subcontract among BHP, APS, PNM and the Jicarilla Apache Nation; as described and set forth in Paragraph 4 of the Recommendations, and further subject to any necessary permits or approvals from the Office of the State Engineer regarding the diversion and use of water under the described subcontract.

Signed this 31 day of January, 2007.

John Myers
 Name: John Myers
 Title: VP, Power Production

On Behalf of: BHP Billiton (BHP Billiton Limited, New Mexico Coal Operations, dba BHP Navajo Coal Company)

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 2006 and 2008, dated December 15, 2006 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 14th day of February, 2007.

William E. Standley

Name: William E. Standley

Title: Mayor

On Behalf of: City of Farmington, New Mexico

Legal Department
 Approved as to form
 By [Signature]
 Date 2/1/07


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

COPY FOR YOUR INFORMATION

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, 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 1st day of Febraury, 2007.


Name: _____, Levi Pesata
Title: President
On Behalf of: Jicarilla Apache Nation

REC'D BOR WCAO-SD			
OFFICIAL FILE COPY			
FEB 12 '07			
CLASS			
FOLDER			
PROJECT			
CONTROL #			
NAME	DATE	INITIALS	KEY
Page	112	#	J

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 2007 and 2008, dated December 15, 2006, 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 15 day of January, 2007

Name: Laurence Stroh

Title: CHAIRMAN

On Behalf of: FARMERS MUTUAL DISTRICT

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

INFORMATION

ORIGINAL

BLOOMFIELD IRRIGATION DISTRICT

Office 632-2800 Fax 632-0846
P.O. Box 606 Bloomfield, NM 87413

ENDORSEMENT AND AGREEMENT

THE undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, 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 form 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 stream flow 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; (10) not be an impediment to the Bloomfield Irrigation District (B.I.D.) requesting the flexibility in reservoir releases as related on page two of Ms. Carol De Angelis, BOR Area Manager letter to the B.I.D. Dated July 6, 2005, where release of future development water is not being currently fully used will be incorporated into operations to augment the 250 CFS minimum release during the irrigation season with a goal of releases at or above 350 CFS which will be necessary for the B.I.D. to receive its agreed rate of diversion in Table 1- Diversion demand of 160 CFS where the San Juan River 50/50 stream channel split will only provide the measured 78 percent (78%) of the B.I.D. diversion demand with our reasonable western channel river bed maintenance and modifications, and thereby cause impairment to our water users without such augmenting releases; (11) be an endorsement of the flawed 2001 Low Flow Test and predetermined conclusion of a 250/5000 preferred flow recommendations; (12) prevent the B.I.D. to reserve the right to withdraw, in writing, from this agreement if our users water rights become impaired without necessary additional releases.

Signed this 7th day of March, 2007

Carroll Crawford
Signature

Name: CARROLL CRAWFORD

Title: CHAIRMAN

On Behalf of: BLOOMFIELD IRRIGATION DISTRICT

REC'D BOR WCAO-SD
OFFICIAL FILE COPY
MAR 12 '07
CLASS
FOLDER
PROJECT
CONTROL #

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached. SIGNING APPROVED BY THE DISTRICT BOARD OF DIRECTORS IN OPEN MEETING ON 12-11-2006.

P Page +sc

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, 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 4th day of January, 2007.


Name: Ronald Smith
Title: President
On Behalf of: HAMMOND CONSERVANCY DISTRICT
790 ROAD 4990
BLOOMFIELD, NEW MEXICO 87413

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 2007 and 2008, dated December 15, 2006, 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 19th day of December, 2006.


 Name: John Myers
 Title: V.P. Power Production
 On Behalf of: PHM

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 2007 and 2008, dated December 15, 2006, 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 16th day of April, 2007.

Name: Jayna T. Lopez

Title: Chairman

On Behalf of: Jewett Valley Water Users Assoc.


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

EXHIBIT A

ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, 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 _____ day of MAY 29 2007, 2007.

Name:	 Joe Shirley, Jr.
Title:	President
On Behalf of:	The Navajo Nation

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 2007 and 2008, dated December 15, 2006, 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 17TH day of APRIL, 2007.

Name:

Title: VP - Fossil Generation

On Behalf of: ARIZONA PUBLIC SERVICE CO.

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