



UPPER COLORADO RIVER COMMISSION

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Memorandum of Understanding Among the Upper Colorado River Basin Tribes and the Upper Colorado River Commission

This Memorandum of Understanding (“MOU”) is entered into by the Jicarilla Apache Nation, the Navajo Nation, the Southern Ute Indian Tribe, the Ute Mountain Ute Tribe, the Ute Indian Tribe, and the Paiute Indian Tribe of Utah, and the Upper Colorado River Commission (“UCRC”). The Tribes, as defined below, and the UCRC may also be referred to individually as a “Party” and collectively as the “Parties.”

Recognizing that the Colorado River is a precious resource of spiritual, cultural, and ecological significance, and that water is a foundational component to all life, the Tribes have actively pursued opportunities to collaborate with others to preserve and protect their tribal water rights, the river itself, and the people, plants, animals, and other beings connected with the river.

Since August 2022, the Tribes and UCRC, including representatives of the UCRC member states of Colorado, New Mexico, Utah, and Wyoming (collectively, the “Upper Division States”) have been meeting on a regular basis as the Upper Basin Tribes-States Dialogue (“Dialogue”). The intent of the Dialogue is to encourage collaboration between the Parties and the exchange of information regarding Colorado River Basin issues. The Parties wish to memorialize their mutual intention to continue the meetings of the Dialogue on a regular and ongoing basis and to pursue shared goals and priorities as set forth on the existing, and on any subsequent, Framework of the Dialogue. Accordingly, the Parties agree as follows:

1. As used in this MOU, “Tribes” means the Jicarilla Apache Nation, the Navajo Nation, the Southern Ute Indian Tribe, the Ute Indian Tribe, the Ute Mountain Ute Tribe, and the Paiute Indian Tribe of Utah.
2. The Parties will continue to meet as the Dialogue approximately every two months to collaborate and exchange information relevant to the Upper Colorado River Basin and to discuss potential collaborative action on interstate issues of mutual interest involving the Colorado River system as appropriate. By mutual agreement of the Parties, the Dialogue may meet more frequently.
3. The meetings of the Dialogue will be hosted on an alternating basis by each of the Parties. The hosting Party shall provide the meeting location and will provide meeting support which may include securing a hotel room block for attendees and providing food and beverage during the meeting.

4. In October 2022, the Dialogue developed a Framework that set forth shared near-term and long-term priorities and objectives to guide the Dialogue. The Dialogue will revisit this Framework at least annually to ensure that priorities and objectives set forth therein reflect the current priorities and objectives of the group.
5. The Parties agree that the Dialogue will not address any matters relating to the sovereign-to-sovereign relationships that exist between the individual Tribes, the individual Upper Division States, and the United States, as such matters are outside the purview and authority of the UCRC.
6. The Parties intend for this MOU to be open to all the Tribes. Consistent with this intent, the Parties agree that any Tribe that is not a signatory to this MOU may become a Party to this MOU by delivering a written notice to the Parties that expresses the requesting Tribe's desire to join the MOU, at which time the Parties will provide the requesting Tribe a signature page to execute. Upon signing the signature page, the requesting Tribe shall become a Party to this MOU.
7. This MOU will be in effect from the date of the last signature and will remain in effect until replaced by a new or amended MOU. Any signatory hereto may opt out of participation in this MOU at any time by providing written notice to the other Parties.
8. Nothing in this MOU shall prohibit the Tribes, the Upper Division States or the UCRC from engaging in discussions, consultations, or other coordinated efforts with each other or with any other person or entity.
9. The Parties intend that nothing in this MOU shall be construed to reduce, eliminate, or affect in any way the trust responsibility of the United States to the Tribes.
10. Nothing in this MOU shall be construed as an express or implied waiver of sovereign immunity by the Tribes, the Upper Division States, or the United States.
11. Neither the terms of this MOU, nor its execution by the signatory Parties, shall be deemed to limit, reduce, or alter any Party's rights, authorities, or obligations under existing state, Tribal, or federal law.

[SIGNATURES ON FOLLOWING PAGE]

JICARILLA APACHE NATION

By: _____
Its: _____

PAIUTE INDIAN TRIBE OF UTAH

By: _____
Its: _____

NAVAJO NATION

By: _____
Its: _____

UPPER COLORADO RIVER COMMISSION

By: _____
Its: _____

SOUTHERN UTE INDIAN TRIBE

By: _____
Its: _____

UTE MOUNTAIN UTE TRIBE

By: _____
Its: _____

UTE INDIAN TRIBE

By: _____
Its: _____

