



Reply to
Attention of:

**DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF
ENGINEERS
4101 Jefferson Plaza, NE
Albuquerque, New Mexico 87109-3435**

July 7, 1998

Operations Division
Operations Technical Support Branch

Honorable Henry Suina
Governor of Pueblo de Cochiti
P.O. Box 70
Cochiti Pueblo, New Mexico 87072

Dear Governor Suina:

Enclosed is the Memorandum of Understanding (MOU) to formalize the continuation of the Cochiti Lake Ecological Resources Team. The agreement has been signed by my predecessor, Lieutenant Colonel Steve Wagner, and it is being routed to yourself and the other signatories. Unfortunately, conflicting schedules prevented Lieutenant Colonel Wagner from meeting with you in person to sign the MOU before his retirement.

As the new Commander of the Albuquerque District, I pledge to continue in the spirit of cooperation fostered by my predecessor and to support continued coordination among the neighbors of Cochiti Lake as stated in the MOU. I am available to meet with you to discuss this or any other topic of interest at your convenience.

Technical or logistical questions relating to the circulation of the MOU can be directed to William DeRagon at 505-342-3358.

Sincerely,

Thomas N. Fallin
Lieutenant Colonel, EN
District Engineer

Enclosures

MEMORANDUM OF UNDERSTANDING

AMONG

ALBUQUERQUE DISTRICT, U.S. ARMY CORPS OF ENGINEERS,
BANDELIER NATIONAL MONUMENT, NATIONAL PARK SERVICE,
(1443MU712098001)

LOS ALAMOS AREA OFFICE, DEPARTMENT OF ENERGY,

JEMEZ MOUNTAIN FIELD STATION,
BIOLOGICAL RESOURCES DIVISION, U.S. GEOLOGICAL SURVEY,

NEW MEXICO DEPARTMENT OF GAME AND FISH,

NEW MEXICO ECOLOGICAL SERVICES OFFICE,
U.S. FISH AND WILDLIFE SERVICE,

PUEBLO DE COCHITI,

SANTA FE NATIONAL FOREST, U.S. FOREST SERVICE,

AND

UNIVERSITY OF CALIFORNIA, LOS ALAMOS NATIONAL LABORATORY

RECITALS

WHEREAS, the Albuquerque District of the U.S. Army Corps of Engineers operates Cochiti Dam for flood control, sediment control, recreation, and the development of fish and wildlife resources; has in place easements or Memorandums of Understanding for its operation with the Pueblo de Cochiti, the U.S. Forest Service, the New Mexico Board of Regents, the National Park Service, and the Department of Energy; and is responsible for the management of certain resources on fee-title and easement lands; and

WHEREAS, the Pueblo de Cochiti, the U.S. Forest Service, the National Park Service, and the Department of Energy have the responsibility and authority for management of certain lands and resources, including land management responsibilities within the Cochiti Lake flood pool; and

WHEREAS, the New Mexico Ecological Services Office of the U.S. Fish and Wildlife Service and the New Mexico Department of Game and Fish are responsible for the conservation of fish and wildlife and their habitats in certain portions of the State of New Mexico; and, together with the Jemez Mountain Field Station of the Biological Resources Division of the U.S.

Geological Survey and the University of California, Los Alamos National Laboratory possess expertise in the areas of ecology and ecosystem management; and

WHEREAS, these parties have common interests, concerns, and responsibilities regarding proper stewardship of resources in their trust, and recognize the value of coordinated planning and management of these resources; and

WHEREAS, these parties recognize the need to coordinate management plans and policies regarding environmental and recreational resources in the vicinity of Cochiti Lake and White Rock Canyon at an ecosystem level; and recognize, in turn, that these areas are part of the larger Rio Grande ecosystem;

NOW, THEREFORE, THESE PARTICIPANTS MUTUALLY AGREE TO WORK TOGETHER TO ENHANCE THE COMMUNICATION, DISCUSSION, AND EXAMINATION OF ISSUES PERTAINING TO ENVIRONMENTAL AND RECREATIONAL RESOURCES AND THEIR MANAGEMENT IN THE VICINITY OF COCHITI LAKE AND WHITE ROCK CANYON, NEW MEXICO.

PURPOSE

The purpose of the Cochiti Lake Memorandum of Understanding (MOU) is to set out a framework by which the above-named parties (hereinafter collectively termed the "Participants") mutually agree to work together to enhance the communication, discussion and resolution of issues pertaining to physical, biological and recreational resources and their management in the vicinity of Cochiti Lake and White Rock Canyon, New Mexico, and to establish the Cochiti Lake Ecological Resources Team (hereinafter referred to as the "Team"), composed of representatives from each Participant entity, as a forum for information exchange, discussion, and coordination.

RESPONSIBILITIES OF THE PARTICIPANTS

Subject to the constraints of funding, work-load, and personnel scheduling, the Participants agree to provide personnel to serve as members of the Team. Individuals representing a Participant may vary according to the topic(s) of the issues currently being addressed by the Team.

FUNCTIONS OF THE COCHITI LAKE ECOLOGICAL RESOURCES TEAM AND ITS MEMBERS

1. The Team shall serve as forum for discussion, exchange, or formulation of information pertaining to the status or management of physical, biological, and recreational resources in the vicinity of Cochiti Lake and White Rock Canyon.
2. The Team shall serve as a source of technical information for decision-makers within Participant organizations.

3. As appropriate, the Team and its individual members may serve as points-of-contact for the review of public planning and technical documents.
4. The role of Team members is to coordinate issues of concern to transmit to respective Participant decision-makers. It is expected that official opinions on many of the topics the Team addresses will be formally issued by the appropriate officials in each Participant organization rather than by the Team or its individual members.
5. When appropriate, the Team may choose to jointly author informational reports on pertinent issues.
6. The Team will meet annually, preferably in Spring to discuss streamflow forecasts and anticipated water operations. Participants may initiate meetings at other times when sufficient need arises. Coordination among all Team members on relatively minor issues may be conducted through tele-communications, without the need for a formal meeting.

MODIFICATION AND TERMINATION

This MOU may be modified or amended upon written request of one of the Participants and with the concurrence of a majority of the other Participants. A Participant may terminate its involvement upon 30 days written notice to all other Participants. A termination by one Participant shall not automatically terminate the MOU among the remaining Participants. Renewal may be effected by each Participant at any time. This MOU expires five (5) years from the initial signature date.

The Participants agree that additional entities with an interest in the management of resources near Cochiti Lake and White Rock Canyon may become parties to the MOU with the concurrence of a majority of the Participants. Written requests for inclusion in the MOU shall contain a commitment to adhere to the general intent and specific purposes of the MOU, shall agree to provide resources to achieve the intent of the initial Participants to work cooperatively, and shall designate a responsible point-of-contact.

IMPLEMENTATION

This Memorandum of Understanding shall take effect for each Participant when signed. The failure to obtain signatures from all initial Participants shall not invalidate the MOU.

_____ Area Manager Los Alamos Area Office U.S. Department of Energy	_____ Date	_____ Roy Weaver Superintendent Bandelier National Monument National Park Service	_____ Date
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_____ Diana Webb ESH-20 Group Leader Los Alamos National Laboratory	_____ Date	_____ Jerry Maracchini Director New Mexico Dept. of Game and Fish	_____ Date
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_____ Henry Suina Governor Pueblo de Cochiti	_____ Date	_____ Lloyd S. Wagner, LTC, EN Albuquerque District U.S. Army Corps of Engineers	_____ Date
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_____ Jennifer Fowler-Propst Field Supervisor New Mexico Ecological Services Office U.S. Fish and Wildlife Service	_____ Date	_____ Leonard Atencio Forest Supervisor Santa Fe National Forest U.S. Forest Service	_____ Date
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_____ Rey Stendell Director Jemez Mountain Field Station Biological Resources Division U.S. Geological Service	_____ Date
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