

**East Jemez Resource Council Charter,
A General Agreement
(August 10, 1998)**

Revised November 7, 2002

Article I -- Background and Objectives:

WHEREAS natural and cultural resource management concerns, conflicts, and initiatives affecting major land managers in the East Jemez Mountains in general and the Pajarito Plateau in particular (see attached map) have surfaced over the past decade;

WHEREAS the East Jemez Mountains is biologically distinct and common resource stewardship objectives and regional themes and ecosystems are shared by the following: Department of the Interior (National Park Service – Bandelier National Monument and US Fish and Wildlife Service); Department of Agriculture (US Forest Service – Santa Fe National Forest); Department of Energy (National Nuclear Security Administration and University of California – Los Alamos National Laboratory); Army Corp of Engineers; Valles Caldera National Preserve – Board of Trustees; State of New Mexico (New Mexico Environment Department, New Mexico Department of Game and Fish, Energy, Minerals and Natural Resources Department – Forestry Division, and the State Historic Preservation Office); the University of New Mexico; the Pueblos of San Ildefonso, Santa Clara, Jemez, and Cochiti; and the Counties of Los Alamos, Santa Fe, Rio Arriba, and Sandoval.

WHEREAS federal, state, and tribal natural and cultural resource consultants and regulators respond to the activities of the public and to each of these agencies and tribes;

WHEREAS this general agreement is entered into by the parties identified above.

THEREFORE we enter into a General Agreement (GA) to promote communication, understanding and coordination of natural and cultural resources management in the east Jemez Mountains.

Article II -- Statement of Work:

The Parties agree as follows:

1. To form the "East Jemez Resource Council" (herein referred to as the **Council**).
 - a. The Council's primary goal is to maintain and enhance the natural and cultural resources of the east Jemez Mountains so that they may be sustained and appreciated by current and future generations.
 - b. The Council will work to meet the following expectations:
 - we are a problem-solving group of natural and cultural resource professionals
 - we will communicate often enough and in such a manner as to develop understanding and respect for individual, tribal, and/or agency needs
 - we will provide consistency, where feasible, in research on and management of natural and cultural resources
 - our efforts will result in better management of the resources
2. The Council will meet at least quarterly in February, May, August, and November.
3. Any member may call a meeting if they give 15 days notice to all members (meetings to deal with an emergency situation may be called without advance notice).
4. Membership is voluntary and members may come and go depending on their interests.
5. Council leadership responsibilities will be rotated at the first meeting of each calendar year during February.
6. The Ecology Group (RRES-ECO) at LANL will be the central repository for the Council's administrative record.
7. Relevant information will be shared on an on-going basis for operations and planning purposes.
8. The Council is not a decision-making body. Council recommendations are non-binding, but they will be the outcome of dialog and consensus.
9. Areas of incompatibility will be identified and respected.

10. The Council will establish technical working groups that focus on resource-specific issues and initiatives in greater detail. They will be established on an as needed basis and provide status reports at each quarterly meeting of the Council.
11. Separate agreements will be developed, if necessary, to administer or exchange funds, equipment, and/or other resources.
12. One technical presentation should be made at each meeting.

Article III -- Terms of Agreement

This agreement shall be effective for as long as the agencies, tribes and others listed agree that the agreement serves a useful propose.

The agreement may be modified to include the entire Jemez Mountains if deemed appropriate by the agreement membership. If the scope of the Council expands, however, other than for specific resource issues another general agreement will be created.

Article IV -- Non-Funding Document

This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this instrument will be handled in accordance with applicable laws, regulation, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperators of any contracts or other agreements. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

Article V -- Authorized Signatures

Authorized signatories may designate representatives to sign this agreement and to represent their interests and concerns in Council activities.

Additional entities may join by attachment to this agreement.

By signing this agreement, the parties listed below agree to participate in the East Jemez Resource Council as described in this charter document.

United States Department of Interior

National Park Service:

Name: _____ Date _____
Superintendent,
Bandelier National Monument

Fish and Wildlife Service

Name: _____ Date _____
Supervisor,
New Mexico Ecological Services Field Office
Albuquerque Office

Bureau of Land Management

Name: _____ Date _____
Field Office Director,
Taos Field Office

United States Department of Agriculture

United States Forest Service:

Name: _____ Date _____
Forest Supervisor,
Santa Fe National Forest

United States Department of Energy

National Nuclear Safety Administration

Name: _____ Date _____
Director,
Los Alamos Site Operations

University of California

Los Alamos National Laboratory

Name: _____
Director,
Los Alamos National Laboratory

_____ Date

United States Army Corps of Engineers

Name: _____
District Commander,
Albuquerque District

_____ Date

Valles Caldera National Preserve

Name: _____
Chairman,
Board of Trustees

_____ Date

State of New Mexico:

New Mexico Environment Department

Name: _____
Secretary,
New Mexico Environment Department

_____ Date

New Mexico Department of Game and Fish

Name: _____
Director,
Department of Game and Fish

_____ Date

New Mexico Minerals and Natural Resources Department

Name: _____
Director,
State Forestry Division

_____ Date

New Mexico State Historic Preservation Office

Name: _____
Historic Preservation Officer,
State Historic Preservation Office

_____ Date

State of New Mexico: (continued)

University of New Mexico

Name: _____
Vice Provost for Research
University of New Mexico

Date

Pueblo of San Ildefonso

Name: _____
Governor,
Pueblo of San Ildefonso

Date

Pueblo of Santa Clara

Name: _____
Governor,
Pueblo of Santa Clara

Date

Pueblo of Cochiti

Name: _____
Governor,
Pueblo of Cochiti

Date

Pueblo of Jemez

Name: _____
Governor,
Pueblo of Jemez

Date

Los Alamos County:

Name: _____
County Administrator,
Los Alamos County

Date

Santa Fe County

Name: _____
County Manager,
Santa Fe County

Date

Rio Arriba County

Name: _____
County Manager,
Rio Arriba County

_____ Date

Sandoval County

Name: _____
County Manager,
Sandoval County

_____ Date

Domain of the East Jemez Resource Council

Revised November 7, 2002

