

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 3/4/15

ISSUE NO. 11

Request for approval for City of Santa Fe to become a Charter Member of the Rio Grande Wildfire and Water Source Protection Collaborative Program. (Rick Carpenter)

Public Utilities Committee – 3/4/15
 City Council – 3/11/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 3/11/15 City Council.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS		X	
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

Date: February 17, 2015
To: Public Utilities
Via: Nick Schiavo, Public Utilities Dept. & Water Div. Director
Fr: Rick Carpenter, Water Resources and Conservation Manager
RE: Rio Grande Wildfire and Water Source Protection Collaborative Charter

RC ✓

ITEM AND ISSUE:

The goal of the Rio Grande Water Fund program is to protect storage, delivery and quality of Rio Grande water through landscape-scale forest restoration treatments in tributary forested watersheds, including the headwaters of the San Juan Chama Project (i.e., BDD Project). This goal includes accelerating watershed restoration by providing additional financial resources to partner projects. The four focal areas are (1) Sandia and Manzano Mountains; (2) Jemez Mountains; (3) San Juan/Chama River Watersheds; and (4) West-slope of the Sangre de Cristo Mountains. The attached non-binding Charter will allow for representatives of the City of Santa Fe to participate in restoration planning efforts, management and administration of the program, to file applications for funding assistance/grants, and to serve on technical and executive committees associated with the program.

There are not fiscal impacts anticipated to occur as a result of executing the Charter. It is possible, however, that the Rio Grande Water Fund Program could make a request for funding contribution in the future, at which point staff would bring the matter back to the Governing Body. An FIR is attached.

RECOMMENDATION

Staff is recommending execution of the Charter.

City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information

(Check) Bill: _____ Resolution: _____
(A single FIR may be used for related bills and/or resolutions)

Short Title(s): **Request to Become a Charter Member of the Rio Grande Wildfire and Water Source Protection Collaborative Charter**

Sponsor(s):

Reviewing Department(s): Water Division, Public Utilities Department

Person Completing FIR: Rick Carpenter Date: 2/24/15 Phone: 4206

Reviewed by City Attorney: *Ally A. Brennan* Date: 3/5/15
(Signature)

Reviewed by Finance Director: *J. P. [Signature]* Date: 3-6-2015
(Signature)

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution.
The goal of the Rio Grande Water Fund (RGWGP) program is to protect storage, delivery and quality of Rio Grande water through landscape-scale forest restoration treatments in tributary forested watersheds, including the headwaters of the San Juan Chama Project (i.e., BDD Project). This goal includes accelerating watershed restoration by providing additional financial resources to partner projects. The four focal areas are (1) Sandia and Manzano Mountains; (2) Jemez Mountains; (3) San Juan/Chama River Watersheds; and (4) West-slope of the Sangre de Cristo Mountains. The attached non-binding Charter will allow for representatives of the City of Santa Fe to participate in restoration planning efforts, management and administration of the program, to file applications for funding assistance/grants, and to serve on technical and executive committees associated with the program. There is no cost or obligation to the City for becoming a charter member, although, the RGWFP could, at come point in the future, make a request to the City for financial contributions to the fund, at which point staff would bring the matter back before the Governing Body.

Section C. Fiscal Impact

None. Staff anticipates that approximately 10 hours will be required for quarterly meetings, or a total of 40 hours per year, will be required for participation. No new staff, overtime, or consultants will be required.

X Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY _	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _	"A" Costs Absorbed or "N" New Budget Required	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Fringe at 30%	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	\$ _____	_____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Professional Services	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
All Other Operating Costs	\$ <u>Unknown</u> <u>Admin Fee</u>	_____	_____	\$ <u>Unknown</u> <u>Admin Fee</u>	_____	_____	_____	_____
Total:	\$ <u>Unknown</u> <u>Admin Fee</u>	_____	_____	\$ <u>Unknown</u> <u>Admin Fee</u>	_____	_____	_____	_____

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees.

2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY 13/14	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

<u>Loan/Grant</u>			<u>NR</u>	\$ _____	_____	_____
_____	\$ _____		<u>NR</u>	\$ _____	_____	_____
_____	\$ _____		_____	\$ _____	_____	_____
_____	\$ _____		_____	\$ _____	_____	_____
Total:				\$ _____		

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

Staff anticipates that approximately 10 hours will be required for quarterly meetings, or a total of 40 hours per year, will be required for participation. No new staff, overtime, or consultants will be required. _____

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None that staff are aware of _____

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

The would not be allowed to participate and enjoy the benefits of multi-agency collaboration for the protection of watersheds on the Rio Grande. _____

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None that staff are aware of. _____

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, social service providers and other institutions such as schools, churches, etc.

Charter membership will provide the ability of the City to participate and enjoy the benefits of multi-agency collaboration for the protection of watersheds on the Rio Grande .

The threat of water shortages due to wildfire are significant, so participation in this program is a water supply imperative.

Form adopted: 01/12/05

RIO GRANDE WILDFIRE AND WATER SOURCE PROTECTION
COLLABORATIVE CHARTER

THIS COLLABORATIVE CHARTER (“Charter”) is entered into by and among the Parties listed below (the “Signatories”), acting by and through their authorized representatives (a “Representative”), and is effective as of the date set forth below (the “Effective Date”).

WHEREAS, the Rio Grande and its tributaries within New Mexico (the “Rio Grande Watershed”) is a major source of water for more than half of the state’s population, including those living in metropolitan and rural communities and on Native American pueblos and tribal lands; and,

WHEREAS, severe wildfires and the resulting post-fire effects, as was seen after the 2011 Las Conchas fire, impact surface water sources and supplies by degrading water quality and introducing large quantities of sediments into reservoirs and the conveyance infrastructure that serve communities, acequias and irrigation districts in the Rio Grande Watershed, and with effects that may continue for several decades; and,

WHEREAS, New Mexico’s forests and grasslands are natural water storage reservoirs that have a key role in the hydrologic cycle and are a vital source of surface water and ground water recharge for the Rio Grande Watershed; and,

WHEREAS, the cost to federal, state, tribal and local governments of fighting severe wildfires is substantial as well as having considerable adverse effect on the New Mexico economy, including its agriculture, businesses, tourism, recreation, natural resources, cultural resources and property tax base; and,

WHEREAS, the Albuquerque Bernalillo County Water Utility Authority and the City of Santa Fe have expended tens of millions of dollars to develop projects to divert water from the Rio Grande and San Juan Chama Project to supply their respective water systems; and,

WHEREAS, New Mexicans will benefit from additional information about the essential role of the state’s watersheds to our water supply and economy and the on-going need for forest, shrub and grassland watershed restoration projects that will also have favorable outcomes for fish and wildlife habitat; and,

WHEREAS, approximately 600,000 acres of forests are proposed for thinning over the next twenty years to reduce the threat of severe wildfire in the Rio Grande Watershed; and,

WHEREAS, mechanical thinning and controlled burning of overgrown forests is a sound strategy to reduce fuel levels and the risk of high-severity wildfires; and,

WHEREAS, efforts to protect the Rio Grande Watershed from catastrophic wildfire will be most effective if federal, state, and local governmental entities, Native American pueblos and tribes, private persons and entities, and non-governmental organizations voluntarily collaborate on their individual forest, grassland and watershed restoration projects;

NOW THEREFORE, the Signatories hereby enter into this non-binding Charter to support collaborative efforts to protect forests in the Rio Grande Watershed from wildfire and to restore the watershed.

In furtherance of the purposes of this Charter, the Signatories agree as follows:

1. RIO GRANDE WATERSHED. For purposes of this Charter, the term "Rio Grande Watershed" shall encompass the Rio Grande and Rio Chama watersheds and all tributaries and lands thereto from the New Mexico-Colorado state line south to Belen (*see map in Rio Grande Water Fund Comprehensive Plan, July 2014, Figure 1 http://www.nmconservation.org/RGWF/RGWF_CompPlan.pdf*).

2. EXECUTIVE COMMITTEE; WORKING GROUPS. The Signatories shall establish an executive committee (the "Executive Committee") from among such Entities to facilitate their collaborative efforts to further the purposes of this Charter. The Executive Committee shall be composed of (i) Signatories that are either raising funds to be expended for forest, grassland and watershed restoration projects recommended pursuant to Section 3 or that will separately fund such projects from resources available to those Signatories, and (ii) additional representatives selected from those Signatories that will neither be raising such funds or separately funding recommended projects. The additional representatives will be selected to ensure that the Executive Committee broadly represents all Signatories. The Executive Committee may establish working groups as needed to support and carry out the purposes of this Charter.

3. CRITERIA FOR EVALUATING AND RECOMMENDING FOREST, GRASSLAND AND WATERSHED RESTORATION PROJECTS. The Executive Committee shall develop criteria to evaluate and recommend proposed forest, grassland and watershed restoration projects. Priority shall be given to those projects within the following areas (the "Focal Areas"; *See Rio Grande Water Fund Comprehensive Plan, July 2014*):

- Sandia and Manzano Mountains and watersheds;
- Jemez Mountains and watersheds;
- San Juan-Chama Headwaters; and,
- Western slopes of the Sangre de Cristo Mountains and watersheds.

No lands within the Rio Grande Watershed, including without limitation, lands of Native American pueblos and tribes, shall be considered for recommendation as a forest, grassland and watershed restoration project without the express written consent of affected pueblo, tribe or landowner, which shall include permission to post a description of the project on a publicly available website.

The list of recommended projects shall be made available to all Signatories and publicly available on a website. The list of recommended projects shall be reviewed and revised periodically, but no less frequently than every other year, to take into account changes in conditions affecting the Rio Grande Watershed.

4. **FUNDING AND IMPLEMENTATION.** The Executive Committee's recommendation of a forest, grassland and watershed restoration project shall not require any of the Signatories to appropriate or make funding available for, or to implement, such project. The decision to fund or implement a forest, grassland and watershed restoration project is solely that of the individual Signatories. Funding for any such project is subject to the laws, appropriation and approval processes of the governing bodies of the respective federal, state, and local governments and pueblo or tribal Signatories, or in the case of non-governmental Signatories, to their respective means of determining the manner in which funds available to them will be expended.

5. **GOVERNING LAW.** The Signatories acknowledge that each of them is governed by federal, state or tribal law, as applicable and that this Charter is to be interpreted consistent with such law. This Charter does not modify, waive, abrogate or otherwise alter any provision of law governing a Signatory or delegate a Signatory's duties or obligations under law to another Signatory. The Signatories further acknowledge that public access to this Charter and any documents prepared to further its purpose is available subject to the provisions of the law governing each signatory, including without limitation, the Freedom of Information Act, 5 U.S.C. § 552, and the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2.

6. **NONBINDING AGREEMENT.** This Charter is intended to facilitate voluntary collaboration among the Signatories on forest, grassland and watershed restoration projects. It does not obligate any Signatory to act or to refrain from acting in any manner and does not create any obligation, right, benefit, or trust responsibility, whether substantive or procedural, that is enforceable at law or in equity, by another Signatory or by a third-party. Nothing in this Charter creates in any Signatory or in a non-signatory individual or entity a third party beneficiary or authorizes anyone to bring an action requesting a court to require a Signatory to act or refrain from acting in accordance with, or to carry out, the terms of this Agreement.

7. **LIABILITY UNDER APPLICABLE LAW.** Signatory agrees that it will be solely liable for personal injury and property damage for which it is found legally responsible. By signing this Charter, issuing a letter indicating support for the purposes underlying it or serving on a working group, Signatories and other parties do not assume either new liabilities or expand their existing liabilities under law or in equity. This Charter shall not be construed as conferring any rights on any Party against another Party, or on any third person. Any liability that a Signatory might incur in connection with this Charter is subject to the immunities and limitations of the statutes and common or tribal law governing each individual Signatory, including without limitation, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171, and 28 U.S.C., § 1346, and the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through -27. A Signatory shall not be responsible for liability incurred as a result of any other Signatories' act or omissions in connection with this Charter.

8. **NO REIMBURSEMENT.** Unless otherwise provided for in separate agreements, Signatories shall not be reimbursed by other Signatories for work performed to carry out the purposes of this Charter. Each Signatory shall absorb the costs it incurs in performing any such

work, including all costs associated with participating in the Executive Committee or working groups established to facilitate the purposes of this Charter.

9. FEDERAL TRUST RESPONSIBILITIES. Nothing in this Charter is intended to affect federal trust responsibilities to Native American pueblos and tribes. The Signatories acknowledge that federal agencies signing this Charter may have trust responsibilities under federal law to pueblos and tribes that have lands within the Rio Grande Watershed and will consult with those pueblos and tribes, regardless of whether they are Signatories, as required by federal law.

10. PUEBLO AND TRIBAL INVOLVEMENT. The determination to participate in this Charter is the separate and independent decision of each Native American pueblo and tribe with lands within Rio Grande Watershed. A Native American pueblo or tribe is not required to sign this Charter as the result of a federal agency with federal trust responsibilities to that pueblo or tribe signing the Charter or collaborating with other Signatories on forest, grassland and watershed restoration projects.

11. TERM; WITHDRAWAL OR TERMINATION OF PARTICIPATION. This Charter does not have an established term. Nevertheless, the Signatories shall review this Charter every five (5) years after the Effective Date to determine whether its continuation is appropriate. Any Signatory may withdraw from this Collaborative (a/k/a "terminate participation") upon giving sixty (60) days written notice of such withdrawal to the other Signatories.

12. ADDITION OF SIGNATORIES. An entity, including an entity that was formerly a Signatory, may become a signatory by having its authorized representative execute this Charter and any amendments thereto which have been previously agreed to by the then-Signatories.

13. AMENDMENT OR MODIFICATION; SCOPE OF CHARTER; INCORPORATION AND MERGER. This Charter shall not be altered, amended or otherwise changed except by written instrument executed by each of the Signatories. No course or pattern of action shall serve to alter, amend or otherwise change the terms of this Charter. This Charter incorporates all agreements, covenants, and understandings between the Signatories concerning the subject matter hereof and all prior or contemporaneous agreements, covenants and understandings have been merged into this Charter. No prior agreement, covenant or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Charter.

14. AUTHORIZED REPRESENTATIVES. By executing this Charter, or any amendment or other document or writing contemplated by it, each Representative signing represents that he or she is authorized to take such action on behalf of the Signatory and no further action, resolution, or approval is necessary.¹ A Signatory may designate successor and

¹ Interested parties are not precluded from issuing letters indicating support of this Charter and the purposes underlying it rather than signing the Charter itself (such parties being "Supporting Parties.") The Signatories

alternate Representatives, as well as any additional persons necessary to act on its behalf with respect to the activities contemplated by this Charter as it deems necessary.

15. EXECUTION OF MULTIPLE ORIGINALS; USE OF FACSIMILE AND E-MAILED SIGNATURES. This Charter may be executed in multiple counterparts, which when assembled together will constitute a fully executed original. Signatures transmitted by facsimile or e-mails shall be considered to be originals for purpose of execution of this Charter, any amendment, termination or withdrawal, and any actions taken pursuant to it. Upon establishment of the Executive Committee, it shall compile the Charter with all signature pages and transmit a copy of it to each Signatory.

(SIGNATURES ON FOLLOWING PAGE)

and the Supporting Parties will determine the role and level of involvement of Supporting Parties in working groups, etc.

16. EFFECTIVE DATE. This Charter shall be effective as of _____ (the "Effective Date").

17. SIGNATORIES. IN WITNESS WHEREOF, the Signatories, acting by and through their respective Representatives, have executed this Charter effective as of the Effective Date set forth above.

(Entity Name)
Address: _____
Mail: _____

Street: _____

Phone(s): _____

Fax: _____
E-Mail _____

Representative Signature: _____
Name (printed): _____
Title (printed): _____
Signature Date: _____

(Entity Name)
Address: _____
Mail: _____

Street: _____

Phone(s): _____

Fax: _____
E-Mail _____

Representative Signature: _____
Name (printed): _____
Title (printed): _____
Signature Date: _____

