

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Ed Moreno
Commissioner, District 5



Robert A. Anaya
Commissioner, District 3

Anna T. Hamilton
Commissioner, District 4

Katherine Miller
County Manager

M E M O R A N D U M

DATE: July 3, 2018

TO: Board of County Commissioners

VIA: Katherine Miller, Santa Fe County Manager

FROM: Maria Rotunda, Constituent Services Liaison, District 2

RE: A Resolution Supporting the Rio Grande Wildfire and Water Source Protection Collaborative Charter

SUMMARY

This resolution supports the Rio Grande Wildfire and Water Source Protection Collaborative Charter.

BACKGROUND

The Rio Grande Wildfire and Water Source Protection Collaborative Charter ("Charter") is a collaboration between federal, state and local government agencies, non-profit organizations, private parties, Native American tribes and forest industry, designed to help protect forests in the Rio Grande watershed from wildfire and restore the Rio Grande watershed. The Charter is not a partnership, joint venture or any other legal entity and imposes no binding obligations upon its collaborators. The purpose of these Charter By-Laws is to provide guidance as to the structure of the Executive Committee so that it: (i) represents the diversity of public and private sector Charter signatories; and (ii) provides direction to the signatories regarding potential projects and funding.

ACTION REQUESTED

Commissioner Hansen respectfully requests the Board of County Commissioners support and approve this resolution.

**SANTA FE COUNTY
RESOLUTION NO. 2018-_____**

**A RESOLUTION SUPPORTING THE RIO GRANDE WILDFIRE AND WATER
SOURCE PROTECTION COLLABORATIVE CHARTER**

WHEREAS, the Board of County Commissioners of Santa Fe County recognizes the importance of collaborative efforts to protect watersheds and water sources in the region; and

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 may impact surface water sources and supplies by introducing large quantities of sediments into reservoirs and the conveyance infrastructure that serve communities, acequias and irrigation districts; 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, 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; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board hereby enters into the non-binding Rio Grande Wildfire and Water Source Protection Collaborative Charter (a.k.a. Rio Grande Water Fund) to support collaborative efforts to protect forests in the Rio Grande Watershed from wildfire and to restore the watershed.
2. The Board authorizes the County Manager to have staff:
 - a. Appoint a staff member to participate in the Signatories Meetings of the Rio Grande Wildfire and Water Source Protection Collaborative; and
 - b. Appoint a staff member to participate on the Working Group(s) of the Rio Grande Wildfire and Water Source Protection Collaborative.

PASSED, APPROVED, AND ADOPTED THIS _____.

BOARD OF COUNTY COMMISSIONERS

Anna C. Hansen, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:


R. Bruce Frederick, Santa Fe County Attorney

**The By-Laws for Rio Grande Wildfire and
Water Source Protection Collaborative Charter
As Amended and Restated
April 27, 2017**

Chapter I. Preamble.

The Rio Grande Wildfire and Water Source Protection Collaborative Charter ("Charter") is a collaboration between federal, state and local government agencies, non-profit organizations, private parties, Native American tribes and forest industry, designed to help protect forests in the Rio Grande watershed from wildfire and restore the Rio Grande watershed. The Charter is not a partnership, joint venture or any other legal entity and imposes no binding obligations upon its collaborators. The purpose of these Charter By-Laws is to provide guidance as to the structure of the Executive Committee so that it: (i) represents the diversity of public and private sector Charter signatories; and (ii) provides direction to the signatories regarding potential projects and funding.

Chapter II. Executive Committee

Section 1. Election

1. The current signatories to the Charter are maintained in an Attachment (collectively, the "Signatories"). The Signatories shall establish an executive committee (the "Executive Committee"), chosen from the Signatories to facilitate their collaborative efforts to further the purposes of the Charter. The Executive Committee shall be composed of (i) only signatory organizations that have made a financial contribution or investment within the 12 months prior to the election date to achieve the purposes of the Charter; (ii) Signatories that are either raising funds to be expended for forest, grassland and watershed restoration projects recommended pursuant to Section 3 of the Charter or that will separately fund such projects from resources available to those Signatories. The Executive Committee may elect a Chair, Vice-Chair, and Secretary of the Executive Committee.
2. The Executive Committee shall normally be elected at an annual meeting by a majority vote of the current signatories of the Charter and shall be elected for a term of three (3) years and such terms shall expire on December 31 of a year. The Executive Committee members will retire in rotation. To start the rotation sequence, the first group of Executive Committee members will have a staggered length of term, such that one-third of the Executive Committee members will retire after

one year in office, and the balance of the Executive Committee Members will serve for three years calculated from the date on which they first take office and for up to two terms. Any vacancy on the Executive Committee caused by death, resignation, retirement, removal or any other cause may be appointed by a majority of the Executive Committee for the unexpired term.

Section 2. Powers and Duties

Although the Executive Committee shall not have the power to bind any of the Signatories to the Charter, with a majority of its members, it shall be allowed to make suggestions for collaboration in recommended projects (as defined in Section 3 of the Charter) for potential funding by one or more of the Signatories and report on the Executive Committee activities to the Signatories.

Section 3. Meetings and Voting

1. The quarterly meetings of the Executive Committee shall be held on the [regular date set by EC such as first Tuesday] of each quarter throughout the calendar year.
2. Other meetings of the Executive Committee may be called by the Chair and shall be called by him/her whenever five (5) Signatories shall present a written request stating the purpose of the proposed meeting.
3. A notice of the meeting shall be sent by electronic mail or by other electronic means to each member of the Executive Committee at least 48 hours before the date of each meeting of the Executive Committee and shall state the time, purpose and place of said meeting.
4. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of the Executive Committee but a lesser number may adjourn from time to time until a quorum is obtained.
5. The act of a majority of the Executive Committee present at a meeting at which a quorum is present at the time of the act shall be the act of the Executive Committee, except as may otherwise be required by law. Each Executive Committee member must act personally; there shall be no voting by proxy, power of attorney or other delegation method.

6. The Executive Committee may permit any or all Executive Committee members to participate in a regular or special meeting of the Executive Committee by, or conduct the meeting through the use of, any means of communication, by which all participating Executive Committee members may simultaneously hear each other during the meetings. An Executive Committee member participating in a meeting by this means is deemed to be present in person at this meeting.

Section 4. Rules and Order of Business

1. The rules of parliamentary procedure, as generally understood, shall govern the Executive Committee in all cases to which they are applicable, and in which they are not inconsistent with special rules and orders of the Executive Committee.
2. The order of business for the Executive Committee meetings may include reports from the Chair and from committees of the Executive Committee or subcommittee Chairs and committee and subcommittee members, and other business within the power and duties of the Executive Committee. A majority of the members of the Executive Committee present at any meeting may determine the order of business at that meeting.

Section 5. Policy Governing Potential Conflicts of Interest

1. The Executive Committee shall assume that each and every Executive Committee member shall at all times act in a manner consistent with his/her responsibility for the well-being and reputation of the Rio Grande Wildfire and Water Source Protection Collaborative and will exercise particular care to avoid conflicts between his/her interests and those of the Rio Grande Wildfire and Water Source Protection Collaborative.
2. Whenever an Executive Committee member perceives a potential conflict of interest on any matter involving the Rio Grande Wildfire and Water Source Protection Collaborative, he/she shall promptly disclose the potential conflict of interest to the rest of the Executive Committee.
3. Any such Executive Committee having a duality of interest or possible conflict of interest on any matter shall not vote or use his/her personal influence on the matter; and he/she shall not be counted in determining the quorum for the meeting, even where permitted by law.

4. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

Chapter III. Officers

Section 1. Officers of the Executive Committee

1. Officers of the Executive Committee shall be elected from the Executive Committee at an annual meeting and shall hold offices for a term as set forth below, commencing _____ and until their successors have been elected and take office. The Officers of the Executive Committee shall consist of the following:
 - (a) A Chair, who shall serve a term of one (1) year, whose responsibilities consist of running all Executive Committee and Officer meetings pursuant to the terms of these By-Laws, and preparing an Annual Report about the activities, accomplishments and funding.
 - (b) A Vice-Chair, who shall serve a term of one (1) year, whose responsibilities consist of exercising in the place and stead of the Chair all powers, duties and privileges that under these By-Laws vest in the of the office of the Chair, if the Chair is absent from any meeting of the Executive Committee or is at any time unable to act.
 - (c) A Secretary/Water Fund Coordinator, who shall serve a term of six (6) years, and whose responsibilities consist of taking the notes for all meetings involving the Executive Committee and/or the Officers and distributing the notes in electronic form to all the members of the Executive Committee. Additionally, the Secretary shall be the lead in helping the Rio Grande Wildfire and Water Source collaboratively carry out the activities necessary to achieve the purposes of the Charter.
2. The Executive Committee may at any time fill any vacancy occurring in any such office for the unexpired term.

3. The Executive committee shall elect the Chair upon the affirmative vote of not less than two-thirds of the Executive Committee members then in office.

Section 2. Removal/Resignation of Officers

1. The Executive Committee may remove from any office any officer after due notice, investigation, and opportunity for a hearing; it shall appear that there is cause sufficient to justify such removal.
2. The Chair may be removed by concurring vote of not less than two-thirds of the Executive Committee, but no such action shall be taken unless notice thereof is set forth in the call of the meeting.
3. Any Officer may resign from the Executive Committee by providing written notice to the Chair at least ninety (90) days prior to the date of resignation.

Chapter IV. Standing Subcommittees

The Executive Committee shall establish a Technical Review Panel and an Advisory Board and may from time to time establish working groups and other subcommittees with such duties as the Executive Committee may designate. The Advisory Board members are not required to be a signatory to the Charter, but are eligible to join the Charter and to serve on any working group established by the Executive Committee. The Advisory Board shall provide advice to the Executive Committee regarding potential projects and funding and shall act as a liaison to their particular constituencies to provide information received from the Executive Committee. None of said subcommittees shall take any action except pursuant to power delegated to that subcommittee by the Executive Committee or by these By-Laws.

Chapter V. Amendment of the By-Laws

These By-Laws may be amended at any meeting by the affirmative vote of not less than two-thirds of the Signatories provided notice of such proposed amendment giving the language of the by-laws as it will be amended, shall have been given to each Signatory at least ten (10) days before action is taken. Any addition to Signatories, as provided for in Section 12 of the Charter, shall automatically be subject to the terms contained in these By-Laws.

Chapter VI. Use of Electronic Communication

Unless otherwise prohibited by any applicable law, any notice delivered under these By-Laws may be transmitted via electronic mail or other electronic means.

Chapter VII. Non-Discrimination

In connection with the Rio Grande Wildfire and Water Source Protection Collaborative, the Charter and By-Laws shall be in conformity with all applicable federal and states statutes and regulations, and shall not discriminate on the basis of race, color, religion, national or ethnic origin, age, disability, veteran status, sex, marital status, sexual orientation, gender identity or gender expression.

Chapter VIII. Conflict between By-Laws and Charter

In the event of a conflict between the terms of these By-Laws and the terms of the Charter, the Charter shall control.

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, may impact surface water sources and supplies by introducing large quantities of sediments into reservoirs and the conveyance infrastructure that serve communities, acequias and irrigation districts; 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 carryout 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

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)

Signatories 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: _____

