

# MEMORANDUM OF UNDERSTANDING

## FOR

### THE GALISTEO WATERSHED PARTNERSHIP

#### I. PARTIES TO THE MEMORANDUM

Participation in the partnership and signing of this Memorandum of Understanding is strictly voluntary. Organizations and individuals may become parties to the agreement at any official meeting of the Partnership.

#### II. BACKGROUND

Stakeholders in the future of the Galisteo Watershed met in 2003 and 2004 to discuss a vision and long-term planning strategies for the Galisteo Watershed, south of Santa Fe, New Mexico. Two one-day seminars at the Vista Clara Ranch on February 28 and June 19, 2004 resulted in a vision statement and a list of relevant current initiatives in the area.

#### III. INTRODUCTION

This agreement creates a partnership to facilitate coordination, public education, research and planning efforts regarding landscape and community well being in the Galisteo watershed.

This agreement establishes the **Galisteo Watershed Partnership** that will meet as necessary.

#### IV. VISION AND PURPOSE

Participants in the Galisteo Watershed Partnership share common values that are the foundation to creating a desirable future in the watershed. Signatories to this agreement will seek to promote the following principles:

**Growth for commercial and residential development should be ecologically sensitive:**

Open spaces and the sense of open space must not be destroyed by growth. Smart growth strategies should be encouraged, including cluster development and mixed use. Ideally, open spaces and villages will be interconnected by trails and public transportation. New construction and remodeling of existing buildings should utilize environmentally friendly designs and reflect environmental limits, especially the critical limit of water availability. Appropriate technologies - such as water catchment systems, recycling water, and high tech waste water systems - should be incorporated whenever possible.

**Strategies should be implemented to conserve important ecological and cultural areas:**

The watershed should be restored so that the riparian areas are healthy, water flows in the river, and wildlife is abundant. Watershed restoration will require land management strategies such as rotational grazing, grassland restoration, and storm-water management. Archeological

sites should be protected. These resources should be a foundation for continuing environmental education – especially for youth – which needs to be a commitment of the communities within the watershed.

**The watershed community should be more self-sustaining:**

There is a need for a healthy, local economy that fits the custom and culture of the watershed: small-scale, clean, and locally-owned. Residents of the watershed should participate in decisions likely to affect them. Local decision-making should be the product of regional cooperation reflecting a watershed orientation.

This Memorandum of Understanding (MoU) between partners provides public recognition and mutual agreement among signatories in order to:

- A. Continue an open dialogue about the future of the area
- B. Educate the community about the watershed.
- C. Provide input on how different development and conservation activities can be initiated or improved.
- D. Collect and disseminate Galisteo watershed information.

**V. AUTHORITIES**

The governmental agencies participating in this partnership will do so pursuant to their respective existing legal authorities and internal policies. Nothing in this agreement:

- modifies, alters, or amends any law or regulation authorizing a governmental agency to manage land under their jurisdiction
- abridges the rights of any property owner (whether public or private), including the right to refrain from participating in any plan, project, program, or activity conducted by the Galisteo Watershed Partnership;
- requires any property owner to permit public access (including access by Federal, State, or local agencies) to the property of the property owner, or to modify public access or use of property of the property owner under any other Federal, State, or local law;
- alters any duly adopted land use regulation, approved land use plan, or other regulatory authority of any Federal, State or local agency, or conveys any land use or other regulatory authority to any local coordinating entity;
- authorizes or implies the reservation or appropriation of water or water rights;
- diminishes the authority of the State to manage fish and wildlife, including the regulation of fishing and hunting; or
- creates any liability, or affects any liability under any other law, of any private property owner with respect to any person injured on the private property.

## VI. AGREEMENT ON COOPERATION

The parties to this memorandum of understanding agree to the following:

- A. Participate in the Galisteo Watershed Partnership that will meet at least twice a year to accomplish the purpose identified in Section IV.
- B. Assist in securing funding and support needed to meet the objectives of the partnership.
- C. Participate in the establishment of an organizational structure to accomplish the purpose of the partnership.
- D. Share information on projects they undertake in the watershed.
- E. Solicit review, input, and support for project activities.
- F. Seek collaboration where beneficial to the intended results and targeted beneficiaries.
- G. Conduct activities in an open and public manner.

**Specific objectives** to be developed by the Partnership under this MoU include:

- community building and education
- preservation and restoration of natural resources and other landscape values
- protection and enhancement of archaeological and cultural resources
- smart growth initiatives
- management of water resources
- encouragement and support of local economic development, including sustainable agriculture and ranching
- exploration of the possibilities of designating the watershed as a special planning area, e.g. a National Heritage Area, a Critical Management Area, or a National Conservation Area.

## VII. IMPLEMENTATION AND ADMINISTRATION

Proposed chartering parties include Earth Works Institute (EWI), Santa Fe Conservation Trust, Santa Fe County, Bureau of Land Management New Mexico State Office (BLM), National Park Service, others. Representatives of the signatories to the MoU will create one or more working committees that carry out the functions flowing from the purpose and objectives outlined in the MoU.

Participants in this MoU will be responsible for briefing their management and for coordinating within their individual agency or organization.

An Executive Committee will provide a progress report semi-annually for participant and public review. In addition, individual project reports, plans, etc. will be provided as required.

**Means of Communication and Information Sharing:**

Suggested means of communication and information sharing for the implementation of the MoU include:

- A. Development and maintenance of a web site with links to websites of the participating stakeholders. The website should at least contain:
  - the text and attachments of the MoU
  - a list of all participating stakeholders
  - a calendar of public activities (for example, related to the list of ongoing initiatives) of all participating stakeholders.
  
- B. A participants list with telephone numbers and e-mail addresses to be circulated among and used by participants to inform each other about activities and news relevant to the purpose of the MoU.
  
- C. Periodic public meetings of the working committee(s) to encourage face to face exchanges of information and discussion of items that further the purpose of the MoU and/or develop agreements made under the MoU.

**VIII. LIMITATIONS**

Nothing in this agreement shall be construed as limiting or affecting the legal authorities or decision-making of any of the participants of this MOU, or require expenditure of funds.

**IX. EFFECTIVE DATE, DURATION, MODIFICATION AND TERMINATION**

This MoU will be effective upon signature and will remain in force until the signatories agree to its termination. Any party to this agreement may cancel its participation in this agreement by written notification at least 30 days prior to the termination date.

**X. SIGNATURE PAGES**