
Meeting Date: May 20, 2026

Staff Contact: Amos Arber, Water Conservation Program Manager

TITLE: C-26-12 – Approving Memorandum of Understanding (MOU) Between the Ciudad Soil & Water Conservation District and the Albuquerque Bernalillo County Water Utility Authority for a Lawn to Desert Friendly Xeriscape Conversion Rebate Program/ NM Backyard Refuge Collaboration

ACTION: Recommend Approval

SUMMARY:

The Backyard Refuge Program is a community-based conservation initiative that encourages residents to provide habitat for birds, pollinators, and other native species. Ciudad Soil & Water Conservation District (CSWCD) administers the NM Backyard Refuge Program.

Under the MOU, the two programs will collaborate on outreach and education, and the Albuquerque Bernalillo County Water Utility Authority (Water Authority) will provide a \$50 reimbursement to Water Authority customers who complete both the Backyard Refuge certification and the existing xeriscape conversion rebate program. This reimbursement is intended to offset the Backyard Refuge certification fee and is tied to participation in the existing xeriscape rebate program. The CSWCD will update its plant and tree brochure for its Backyard Refuge Program to include icons identifying trees eligible for the Water Authority's Treebate rebate. This collaboration aligns with the Water Authority's conservation objectives and supports Policy J of Water 2120, which calls for environmentally conscious water resource development and protection of community environmental values.

The MOU does not create new regulatory obligations, capital commitments, or staffing requirements. This is intended to be a pilot program to judge efficacy of promotion of Water Authority conservation goals with assistance of NM Backyard Refuge. The proposed term of the MOU extends through December 31, 2028.

FISCAL IMPACT:

None all costs will be covered under the current Water Conservation Program rebate budget.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CIUDAD SOIL & WATER CONSERVATION DISTRICT AND
THE WATER AUTHORITY
FOR A LAWN TO DESERT FRIENDLY XERISCAPE
CONVERSION REBATE PROGRAM/ NM BACKYARD REFUGE
COLLABORATION**

This Memorandum of Understanding (the “MOU”) is entered into on this ____ day of _____, 2026 by and between the Albuquerque Bernalillo County Water Utility Authority, a political subdivision of the State of New Mexico, (the “Water Authority”) and the Ciudad Soil and Water Conservation District (the “CSWCD”) and is effective as of the date of the last signature, below.

RECITALS

A. **WHEREAS**, The CSWCD administers the NM Backyard Refuge Program (the “Program”) which is a community-based conservation initiative designed to help residents transform outdoor spaces—such as backyards, patios, balconies, and business properties—into wildlife-friendly habitats that support birds, pollinators, and other native species; and

B. **WHEREAS**, The Program promotes the use of native plants, rainwater harvesting, pesticide-free gardening, and habitat features like food, water, and shelter to create a connected network of habitat patches across the city; and

C. **WHEREAS**, Participants can certify their yards at one of three levels—Contributing, Connector, or Core Habitat—based on the number and quality of conservation actions implemented; and

D. **WHEREAS**, Certification costs \$50 and includes benefits such as a yard sign, a rain barrel, and access to educational resources like plant lists, habitat planning guides, and volunteer support. The program also hosts community events, including Backyard Refuge Day, which features workshops, guided nature walks, and family-friendly activities to promote urban biodiversity and environmental stewardship; and

E. **WHEREAS**, the Water Authority administers various water conservation efforts, including programs aimed at reducing the occurrences of irrigated, High water-use turf grass in favor of desert-friendly xeriscaping; and

F. **WHEREAS**, The missions of the Backyard Refuge Program and the Water Authority’s Lawn-to-Desert-Friendly Xeriscape Conversion Rebate Program align closely in their shared commitment to water conservation, sustainable landscaping, and supporting wildlife within our service area. Both programs encourage residents to replace traditional high-water-use turf grass with native, drought-tolerant plants that conserve water and provide habitat for local species.; and

G. **WHEREAS**, The Water Authority Xeriscape Conversion Program offers financial incentives for homeowners to transition to desert-friendly landscapes, and the Backyard Refuge Program provides

education, certification, and community support to ensure these landscapes also function as wildlife habitats; and

H. **WHEREAS**, A collaboration between the Water Authority and the Backyard Refuge Program will supports Policy J of the Water 2120 Plan, which states: ‘The Water Authority should cooperate to develop and implement environmentally conscious water resource development activities that protect the environmental and cultural values of our community; now

I. **THEREFORE**, in consideration of the foregoing, the County and the Water Authority understand as follows:

UNDERSTANDING

1. **Recitals.** The Recitals are incorporated herein by reference.
2. **Collaborative Program Promotion.** The Water Authority and the CSWCD will promote each other’s respective Backyard Refuge and Lawn to Desert Friendly Xeriscape Conversion Rebate Program through educational materials during in-person consultations, community events, and monthly newsletters.
3. **The Water Authority Rebate.** The Water Authority will provide a rebate of \$50 certification for Backyard Refuge participants who are Water Authority customers and complete both the Backyard Refuge certification and the lawn to xeriscape conversion rebate program. This rebate is intended to reimburse Water Authority customers for the Backyard Refuge Program certification fee.
4. **Backyard Refuge Plant and Tree Brochure.** The CSWCD will update its plant and tree brochure for its Backyard Refuge Program to include icons identifying trees eligible for the Water Authority’s Treebate rebate.
5. **Term.** This MOU expires December 31, 2028.
6. **Liability.** Neither party is responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred by the Water Authority in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
7. **Entire Agreement.** This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

SIGNATURES

IN WITNESS WHEREOF, the Water Authority and the CSWCD execute this MOU effective as of the date of the last signature, below:

WATER AUTHORITY

Mark S. Sanchez, Executive Director

Date: _____

NM Backyard Refuge Program coordinator

Date: _____

CSWCD Manager

Date: _____