

MEMORANDUM OF UNDERSTANDING
AMONG
NYE COUNTY, NEVADA,
ESMERALDA COUNTY, NEVADA,
AND
INYO COUNTY, CALIFORNIA,
FOR RENEWABLE ENERGY AND TRANSMISSION
DEVELOPMENT AND PLANNING

I. Introduction

The Nye County Board of Commissioners, the Esmeralda Board of Commissioners, and the Inyo County Board of Supervisors are entering into this Memorandum of Understanding (MOU) to delineate communication and coordination responsibilities for mutual assistance associated with encouraging the development of, and planning for, renewable energy resources and transmission within and adjacent to each County. This MOU is made with respect to existing and future activities and facilities related to clean, sustainable energy production and the transmission infrastructure needed to transmit that energy to markets within and outside these Counties. It recognizes the impact of renewable energy and transmission development upon the economies and the environment within this region, as well as the benefits gained through community leadership in infrastructure development. It also recognizes the advantages of speaking with one voice, while allowing each County to work in its own way.

This document formalizes the existing working relationship between the Counties, describes the general provisions and levels of cooperation, including administrative, technical, and legislative activities, and dealings with regulatory agencies. All Parties intend that this agreement be reciprocal, and that assistance may flow from any Party to the others.

II. Management and Program Guideline

1. Management Arrangements

This MOU describes plans for coordinating support or assistance and provides a means for direct communications between the Parties regarding preparation and support for planning and dealing with other agencies regarding renewable energy and transmission development, and related activities.

2. Public Information Coordination

Decisions on the disclosure of information to the public regarding activities conducted under this agreement shall be coordinated by the designated points-of-contact (POC) of each Party, subject to public records disclosure laws binding upon each County.

3. Each County (or Party) agrees to use its best efforts to:

- a. Identify and maintain an interface (Point of Contact) for communications with the other Parties.
- b. Work together to encourage the development of sustainable renewable power and transmission efforts which will further the economic development of all Parties.
- c. Coordinate information to assist in the development of grant applications to carry forward efforts to plan and encourage the development of renewable power and transmission infrastructure. Such grants may apply to individual Counties, or to the group as a whole.
- d. Assist other Parties in identifying mitigative steps and coordinating responses which may be taken regarding the environmental impacts resulting from the development of renewable power and associated transmission.
- e. Provide information and cooperate with county, State, and Federal agencies regarding renewable energy and transmission development and planning activities which affect public services, economic development, or the environment.
- f. Assist and support other Parties in dealings with utilities and regulatory agencies (e.g., Utilities and other end users, Public Utilities Commissions, California Independent Service Organization (Cal ISO), Federal Energy Regulatory Commission, Western Area Power Administration, etc.).
- g. Discuss any legal requirements, policies, or proposals that may result in inconsistencies with another Party's master planning documents and facilitate the resolution of identified conflicts as requested by any Party to this agreement.
- h. Coordinate with other Parties on renewable resource and transmission development and planning activities with State and Federal agencies which may affect those Parties.
- i. Establish other renewable energy and transmission related support agreements as may be needed.
- j. Reevaluate this agreement as needed, but at a minimum on an annual basis.

III. General Terms

The primary purpose of this agreement is to develop a mutual understanding of the roles of each of the undersigned organizations.

This agreement in no way restricts any of the Parties from participating in any activity with other public or private agencies, organizations, or individuals.

This agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or received anything of value.

This agreement is strictly for internal management purposes of each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

All agreements herein are subject to, and will be carried out in compliance with, all applicable State or Federal laws, regulations, and other legal requirements.

IV. Amendment and Termination

This MOU may be amended by written agreement between the signatory Parties, and may be terminated with reasonable notice, in writing, provided to each Party.

V. Effective Date

The MOU shall become effective upon the latter date of signature of the Parties.



Nancy Boland, Chair
Esmeralda County
Board of Commissioners

9-7-10
Date



Richard Cervantes, Chair
Inyo County
Board of Supervisors

8-17-10
Date



Gary Hollis, Chair
Nye County
Board of Commissioners

8/17/10
Date