MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA DEPARTMENT OF FISH AND GAME, THE CALIFORNIA ENERGY COMMISSION, THE BUREAU OF LAND MANAGEMENT, AND THE U.S. FISH AND WILDLIFE SERVICE REGARDING THE ESTABLISHMENT OF THE CALIFORNIA RENEWABLE ENERGY PERMIT TEAM

I. INTRODUCTION AND BACKGROUND

The Governor's Energy Action Plan II establishes a state policy goal of producing 33 percent of California's electrical needs with renewable energy sources by 2020. A substantial increase in the development of qualified Renewable Portfolio Standards (RPS) energy projects is needed to meet this policy goal. The RPS energy projects, including wind, solar, and geothermal also contribute to the state's climate change goals of reducing greenhouse gases to 1990 levels by 2020 and 80 percent below 1990 emissions levels by 2050, making the success and expansion of RPS energy generation a key priority for California's economic and environmental future.

The deployment of these renewable energy technologies across the state may require utilizing areas of biologically sensitive land, and California is committed to conserving natural communities at the ecosystem scale through cooperative and strategic planning using appropriate California Endangered Species Act (CESA) and federal Endangered Species Act of 1973, as amended, (FESA) regulatory mechanisms.

To achieve California's RPS energy goals and greenhouse gas emission reduction standards in a manner that is both timely and in compliance with federal and state environmental laws, the parties will work cooperatively to develop a conservation strategy (hereafter referred to as the Desert Energy Conservation Plan (DECP) to provide for effective protection and conservation of the natural resources within the Mojave and Colorado Desert Regions while allowing solar and other qualified RPS energy development in a manner that avoids or minimizes environmental impacts. The mutual goal is to complete the DECP in two and a half years. The DECP will guide solar and other qualified RPS energy project siting in the Mojave and Colorado Desert regions and will ensure the conservation of California's natural resources. To complete the strategy, biologists and environmental and energy specialists must develop, collect, process and interpret geographic, biological, land use, and other environmental data for the entire plan area. Multiple stakeholder meetings and reviews over the two and a half years of plan development are anticipated, and considered necessary to develop a sound conservation strategy. Completion of the DECP will provide an important tool and strategies for meeting California's RPS energy goals and greenhouse gas emission reduction targets.

II. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the California Department of Fish and Game (CDFG), the California Energy Commission (CEC) the United States Department of the Interior, Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service (USFWS) (collectively Agencies) and will become effective as of the latest date shown below on the signatures page.

III. PURPOSE

The purpose of this MOU is to form a cooperative relationship between the Agencies to establish a California Renewable Energy Permit Team (REPT). The REPT shall assist with the implementation of applicable state and federal laws, regulations, and policies.

The purpose of this MOU is also to facilitate coordination between the Agencies to develop guidelines and a comprehensive conservation strategy that would help reduce the timelines for siting, development, permitting, and construction of qualifying RPS projects in the Mojave and Colorado Desert regions while enhancing and maximizing environmental protections.

The Agencies shall work in cooperation to achieve the following specific objectives:

A. Cooperate with the BLM in the development of the Solar Energy Programmatic Environmental Impact Statement (Solar PEIS) as it relates to California.

B. Develop a multispecies conservation strategy (the DECP) to facilitate and streamline compliance with all applicable state and federal laws including, but not limited to, CESA, FESA, and FLPMA.

C. Develop Best Management Practices (BMPs) and other appropriate interim guidelines to assist solar and other qualified RPS energy developers with siting projects in environmentally suitable locations, and to guide the development and construction of qualified RPS projects to avoid and minimize environmental impacts pending completion of the DECP.

IV. AUTHORITY TO ENTER INTO THIS MOU

A. California Department of Fish and Game Authority: Public Resources Code Section 21000, et seq. (CEQA); Fish and Game Code Sections 1600, 1802, 2050, et seq., (CESA); Code of California Regulations, Title 14; Fish and Game Commission Policies.

B. California Energy Commission Authority: Public Resources Code Sections 25302, 25324, and 25500, et seq.

C. Bureau of Land Management Authority: Section 307(b) of the Federal Land Policy and Management Act of 1976 (43 USC § 1737).

D. U.S. Fish and Wildlife Authority: 16 U.S.C. sections 1531-1544 (FESA), and 16 U.S.C. sections 703-712 (Migratory *Bird Treaty Act, as amended*).

V. PRINCIPLES OF AGREEMENT

A. The Agencies mutually agree to:

1. Work together through the REPT, and develop interagency working groups as necessary, to coordinate, share, and/or combine resources and data in conducting environmental and resource analyses to assist in the development and preparation of the Solar PEIS, the BMPs and other appropriate interim guidelines, and the DECP, to the extent appropriate and allowed by law.

2. Work together to ensure consistency and coordination in the development and preparation of the Solar PEIS, the BMPs and other appropriate interim guidelines, and the DECP, to the extent appropriate and allowed by law.

3. Work together to ensure involvement of state agencies, local governments and agencies, Indian tribes, non-governmental organizations, energy companies and utilities, and other interested parties in public meetings and public stakeholder groups to benefit the process of developing and preparing the Solar PEIS, the BMPs and other appropriate interim guidelines, and the DECP, to the extent appropriate and allowed by law.

4. Work together in apprising each other, as far in advance as practicable, of any related actions or problems that might affect the environmental analyses and documentation process or that might affect the respective agencies.

5. Share documents related to the preparation of the Solar PEIS, the BMPs and other appropriate interim guidelines, or DECP, to foster candid discussions, to the extent appropriate and allowed by law.

6. Provide Geographical Information Systems (GIS) staff, technical expertise, and products to assist other agencies and the interagency working group in the development of the documents associated with renewable energy projects.

VII. GENERAL PROVISIONS

1. Nothing in this MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of CDFG, CEC, BLM, or USFWS.

2. Nothing in this MOU binds CDFG, CEC, BLM, or USFWS to perform beyond their respective authorities.

3. Nothing in this MOU requires CDFG, CEC, BLM, or USFWS to assume or expend any funds in excess of available appropriations authorized by law.

4. The mission requirements, funding, personnel, and other priorities of either CDFG, CEC, BLM, or USFWS may affect their ability to fully implement all the provisions identified in this MOU.

5. Specific activities that involve the transfer of money, services, or property between or among the agencies may require execution of separate agreements or contracts.

6. Nothing in this MOU is intended to or shall be construed to restrict either BLM, USFWS or the State of California—whether through CDFG, CEC, or other agencies or departments—from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

7. Any information furnished between the Agencies under this MOU is potentially subject to the Freedom of Information Act, 5 U.S.C. § 552, et seq. (FOIA) and the California Public Records Act, Gov. Code § 6250, et seq. (CPRA). The Agencies agree to consult one another prior to releasing potentially privileged or exempt documents and to cooperate in good faith to assert all such privileges and exemptions permitted by FOIA and CPRA.

8. Each and every provision in this MOU is subject to the laws of the State of California, the laws of the United States of America, and to the delegated authority assigned in each instance.

9. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, or national origin.

10. Amendments or supplements to this MOU may be proposed by either CDFG, CEC, BLM, or USFWS and shall become effective upon written approval of all Agencies.

11. CDFG, CEC, BLM, or USFWS may terminate its participation in this MOU at any time through written notification to the other Agencies at least thirty (30) days prior to termination.

12. This MOU shall become effective upon signature by the Agencies. This MOU may be executed in one or more counterparts, each of which will be considered an original document. The effective date shall be the date of the last signature as shown below.

13. This MOU shall remain in effect for three (3) years after the effective date of this MOU.

VIII. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are:

- California Department of Fish and Game: Kevin Hunting or Scott A. Flint
- California Energy Commission: Terry O'Brien or Roger Johnson
- Bureau of Land Management: Tom Pogacnik
- U.S. Fish and Wildlife Service: Mike Fris

IX. APPROVALS

DONALD KOCH
Director
California Department of Fish and Game

Date

JACKALYNE PFANNENSTIEL
Chairman
California Energy Commission

Date

MIKE POOL
State Director, California
Bureau of Land Management

Date

for REN LOHOEFENER
California and Nevada Region
U. S. Fish and Wildlife Service

Date