

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517
(760) 932-5534/5538 Fax (760) 932-5531**

***Lynda Roberts
Clerk of the Board***

**MEETING of
MARCH 13, 2012**

***Linda Romero
Assistant Clerk of the Board***

**MINUTE ORDER
M12-59
Agenda Item: 12a**

TO: County Counsel

**SUBJECT: Memorandum of Understanding with National Fish and Wildlife
Foundation**

Approve County entry into proposed Memorandum of Understanding (MOU) and
authorize Chair to execute said MOU on behalf of the County.

Hansen moved; Hunt seconded

Vote: 5 yes; 0 no

Copies sent to:
CAO
County Counsel
Other:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NATIONAL FISH AND WILDLIFE FOUNDATION
AND THE COUNTY OF MONO
REGARDING THE IMPLEMENTATION OF A WATER LEASING PROGRAM AND/OR WATER PURCHASE
PROGRAM WITHIN THE CALIFORNIA PORTIONS OF THE WALKER RIVER BASIN
INCLUDING CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

WHEREAS, Section 2507 of the Farm Security and Rural Investment Act of 2002 (P.L. 107-171) appropriated \$200 million to the U.S. Bureau of Reclamation for the purpose of providing water to at-risk natural desert terminal lakes, including Walker Lake in Nevada, and Section 2807 of the Food, Conservation, and Energy Act of 2008 (P.L. 110-246) appropriated an additional \$175 million for that same purpose (the "Desert Terminal Lakes Fund" or "DTL Fund"); and

WHEREAS, Congress allocated \$70 million of the Desert Terminal Lakes Fund to the University of Nevada to (among other things) acquire, from willing sellers, land, water appurtenant to the land, and related interests in the Walker River Basin, Nevada (the "Water Acquisition Program") (P.L. 109-103); and

WHEREAS, in 2009, Congress substituted the National Fish and Wildlife Foundation (NFWF) for the University of Nevada as the entity authorized to carry out the Water Acquisition Program and, separately, established the Walker Basin Restoration Program (P.L. 111-85) for the primary purpose of restoring and maintaining Walker Lake, and together with the U.S. Bureau of Reclamation has allocated additional funds from the Desert Terminal Lakes Fund for that purpose; and

WHEREAS, as part of the Walker Basin Restoration Program, Congress allocated \$25 million from the DTL Fund to the Walker River Irrigation District (District), to administer and manage a 3-year water leasing demonstration program in the Walker River Basin, to be carried out by the District in accordance with an agreement between it and NFWF (the "Water Leasing Demonstration Program"), which may include the participation of willing lessors in Mono County, whose lands lie outside the jurisdiction of the District; and

WHEREAS, the Consolidated Appropriations Act for 2012 (P.L. 112-74, Division B, Section 208) amended prior DTL authorities to make clear that funds derived from the Desert Terminal Lakes Fund may be used to lease or purchase water from willing sellers "for the benefit at-risk natural desert terminal lakes and associated riparian and watershed resources" throughout the affected geography, and thus potentially allows NFWF to use Water Acquisition Program funds to purchase and/or lease water from willing sellers in the California portions of the Walker River Basin. (The Water Leasing Demonstration Program and the Water Acquisition Program, as applicable to the lease or purchase of land, water appurtenant to the land, or related interests within the California portions of the Walker River Basin, are collectively referred to in this agreement as the "California Programs."); and

WHEREAS, the Mono County Resource Conservation District (RCD) is interested in facilitating the development of environmental and/or other information related to the California Programs for the purposes of aiding in their design and implementation, contributing to informed decision making, and furthering compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, NFWF believes that local input into the development of the California Programs and, ultimately, review and approval of those Programs by a locally-elected decision making body such as the Mono County Board of Supervisors prior to their implementation will increase the likelihood that the California Programs are appropriately and beneficially carried out and, as a result, ultimately successful in achieving the goals of the Water Leasing Demonstration Program and/or the Water Acquisition Program. Accordingly, NFWF desires to provide for such input and approval in accordance with the terms and conditions set forth in this MOU; and

WHEREAS, the Mono County Board of Supervisors desires and is willing to review (including environmental review as required by the California Environmental Quality Act), comment upon, and consider for approval proposal(s) for implementation of a short-term water leasing demonstration program, or such other proposals for implementation of the California Programs as may be presented to it by the District, the RCD or other parties working in conjunction with the District and/or NFWF in order to fulfill the purposes and objectives of the Walker Basin Restoration Program as they may pertain to willing participants in California, in accordance with the terms and conditions set forth in this MOU;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, NFWF AND THE COUNTY OF MONO DO HEREBY AGREE AS FOLLOWS:

1. NFWF will work with the RCD or other parties to develop one or more grant agreements to support development of the California Programs and will not expend, nor authorize the expenditure of, funds appropriated to the Desert Terminal Lakes Fund for the lease or purchase of land, water appurtenant to the land, or related interests within Mono County unless and until the Mono County Board of Supervisors has reviewed, commented upon, and concurred with the scope and nature of the California Programs and complied with its obligations under CEQA.
2. The Mono County Board of Supervisors will review, comment upon, and consider approving a proposal presented to it by the RCD (or other parties working in conjunction with NFWF) for implementation of a short-term Water Leasing Demonstration Program within Mono County, as well as such other proposal(s) for implementation of the California Programs which may be presented to it, subject to the conditions stated in paragraphs 3 and 4 below, and will work in good faith to support their timely consideration. The Board's approval shall not be unreasonably withheld.
3. The costs of processing, environmental review, and related expenses associated with consideration of the proposal(s) by the Board of Supervisors shall be paid by the

applicant/proponent in accordance with the County's standard environmental processing procedures, unless otherwise agreed to in writing by the County.

4. As required by CEQA, the Board of Supervisors shall retain discretion to conditionally approve, approve, disapprove, or modify any proposal presented to it pursuant to this agreement for implementation of the California Programs.
5. This MOU shall remain in effect for the duration of NFWF's Program grant agreement with the Bureau of Reclamation, including any renewal thereof or subsequent grant agreement involving substantially the same programs or activities, unless it is terminated sooner by the mutual written consent of the parties; may be amended from time to time by the mutual written consent of the parties; and shall be enforced only by action seeking specific performance and/or injunctive relief.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 13th DAY OF March, 2012.

NATIONAL FISH AND WILDLIFE FOUNDATION

Jeff Trandahl
Jeff Trandahl, Executive Director

2/28/2012
Date

COUNTY OF MONO

William M. Bauer
Chair, Board of Supervisors

3-13-12
Date