

**MEMORANDUM OF UNDERSTANDING  
BETWEEN the TAHOE REGIONAL PLANNING AGENCY and  
WASHOE COUNTY**

December 2022

This Memorandum of Understanding (MOU) is entered into between the Tahoe Regional Planning Agency (TRPA) and Washoe County, herein referred to as "Public Entity." TRPA's authority to enter into this MOU with the Public Entity rests in Article VI (m) of the TRPA Compact (Public Law 96-551) and Sections 2.5 and 13.7 of the TRPA Code of Ordinances ("Code"). The Public Entity is authorized to enter into this MOU through its Board of County Commissioners.

**PART 1 – GENERAL PROVISIONS**

**COMMON OBJECTIVES**

TRPA and the Public Entity (the "Parties") have a common objective to conserve the resources of the Lake Tahoe Region, achieve and maintain TRPA's nine environmental threshold carrying capacities and enhance the effectiveness of government through the efficient implementation of the TRPA Regional Plan, Washoe County Tahoe Area Plan, and other applicable regulations.

**TERM OF AGREEMENT**

This MOU is effective upon the signing of Attachment "A" by the Parties and shall remain in effect until terminated without cause by either party following a 60-day notice in writing. The Public Entity and TRPA will prepare and agree to procedural guidelines after the signing of this MOU and prior to implementing this MOU.

**DEFINITION OF TERMS**

Terms in this MOU shall have the same meaning as they do in the TRPA Code, with the exception that use of the terms "Building Permits" or "Permits" refers solely to permits issued by the Washoe County Building Program. For the purposes of this MOU, these terms do not refer to land use entitlements, which are commonly referred to as planning permits.

**INTERPRETATION  
AND SEVERABILITY**

The provisions of this MOU are subject to the interpretation and severability provisions of Section 1.6 of the TRPA Code.

**DELEGATED ACTIVITIES**

The Scope of Activities that may be authorized by TRPA for delegation to the Public Entity under this MOU are described as follows:

1. Building Permits for new construction of single or multiple-family residential structures of four units or less,
2. Building Permits for additions/modifications of existing residential structures and
3. Permits for Residential Qualified Exempt activities.

Projects and matters that meet one of the criteria below shall be reviewed by TRPA (not by the Public Entity) for compliance with TRPA regulations. Any review by the Public Entity for these types of projects will be conducted to ensure compliance with the Public Entity's adopted regulations.

- A) All development within the Shorezone of Lake Tahoe;
- B) All development within the Conservation, Wilderness, and Backcountry Districts;
- C) All development within the Resort Recreation District;
- D) All development requiring Scenic Quality Review in the Shoreland;
- E) All development requiring an Environmental Impact Statement per Chapter 3 of the TRPA Code of Ordinances;
- F) All Development Right Conversions and Transfer Applications;
- G) All Lot Line Adjustments;
- H) All Site Assessments and Land Capability and Coverage Verifications; and
- I) All development meeting the criteria in the following table:

Thresholds for TRPA Governing Board Review of Projects in Centers:

Project Type	Regional Center	Town Center	Not in Center
Residential	≥ 100,000 sq. ft.	≥ 50,000 sq. ft.	≥ 25,000 sq. ft.
Other	≥ 80,000 sq. ft.	≥ 40,000 sq. ft.	≥ 12,500 sq. ft.

(All measurements are in new building floor area)

TRPA may delegate, and the Public Entity may assume official responsibility for, the Delegated Activities in this MOU subject to the following Requirements:

**Requirements**

1. The Public Entity will not be delegated review and approval of Delegated Activities set forth in this MOU until: training has been completed by the Public Entity; the MOU has been executed by both parties; the Public Entity and TRPA have prepared and agreed to procedural guidelines; and the Public Entity liaison has identified in writing the specific Activities in this MOU (if any) to be delegated, and indicated in writing the specific date on which the Public Entity will assume responsibility for reviewing and approving those specific Delegated Activities. TRPA retains its review and approval authority for any activities not specifically delegated through this process.
2. This MOU authorizes the Public Entity to assume responsibility for Delegated Activities. It provides an option for the Public Entity to assume those duties, and a mechanism by which to do so. No language within the MOU should be construed to mean that the Public Entity is required to or will assume responsibility for any of the Delegated Activities or their components.
3. All Delegated Activities in this MOU shall be reviewed and approved by the Public Entity in accordance with the TRPA Regional Plan and Code of Ordinances.

Permitting authority for Delegated Activities described in this MOU shall not be in effect until the specific date that Public Entity has taken responsibility for Delegated Activities as described above. This MOU will supersede and replace the following existing delegation MOU currently under the responsibility of the Public Entity:

- Appendix EE, Memorandum of Understanding between Tahoe Regional Planning Agency and Washoe County, October 1995.

The following existing exempt activity MOU will not be affected by this new MOU:

- Memorandum of Understanding for Public Works (currently known as Engineering and Capital Projects) Providers – signed by Washoe County on April 24, 2012.

**CONFORMANCE REVIEW**

If delegation occurs and in accordance with Section 13.8.3 of the TRPA Code of Ordinances, TRPA shall annually select and review a sample of Permits issued under this MOU in order to certify that the Permits are being issued in conformance with the Area Plan.

**COMMUNICATION**

If delegation occurs, the Parties shall each designate a liaison for direct communication of matters related to this MOU. The Public Entity liaison and the TRPA MOU Coordinator shall meet at least twice a year to review this MOU and to establish policy directives, training needs, and renew communications.

**TRAINING**

TRPA shall provide initial and ongoing training at no cost to the Public Entity regarding the provisions of this MOU. Training shall be provided for matters affecting this MOU, as determined by MOU liaisons, which may include, but is not limited to: changes to the TRPA Code and Regional Plan; policy or procedural changes; and training needed for corrective actions. TRPA and Public Entity are dedicated to providing mutual support in all matters related to Delegated Activities described in this MOU, and shall respond to requests for support in a timely manner.

**EXAMINATION OF RECORDS**

If delegation occurs, every record of activity under this MOU shall be open for examination by the legislative auditor of the State of Nevada in accordance with Article VI (o) of the TRPA Compact.

**PROCEDURES FOR RESOLVING DISPUTES**

In the event of a dispute or difference of interpretation regarding the terms or conditions of this MOU, resolution shall first be pursued by the MOU liaisons, and if the liaisons are unable to resolve the dispute, then resolution shall be pursued by the Department Directors of the Agencies having jurisdiction. If the Department Directors are unable to resolve a dispute, the TRPA Executive Director or County Manager may initiate termination of the MOU by recommending that the matter be heard by the TRPA Governing Board and/or Board of County

Commissioners.

**EMERGENCIES**

The TRPA Rules of Procedure allows the TRPA Executive Director to issue an emergency permit for a situation or circumstance which poses immediate danger to life, property or the environment and demands immediate action in order to comply with the Compact, Regional Plan, Code and/or Rules of Procedure. This MOU does not change the process for issuing an emergency permit.

**AMENDMENT**

This MOU may be amended from time to time by mutual agreement of the Parties, in writing, subject to Governing Board and Board of County Commissioners approval. Proposed amendments shall be presented to the liaisons (for approval by their respective agencies) as soon as possible to facilitate timely consideration of proposed amendments.

**EXISTING MOU**

Memorandum of Understanding for Public Works Providers, signed by Washoe County on April 24, 2012, remains in effect.

**ASSIGNMENT**

None of the authorities, duties or responsibilities set forth in this MOU shall be assigned, transferred or subcontracted to a party other than that named in Attachment A, without written consent by TRPA. TRPA may maintain a list of pre-qualified consultants that have been authorized to review projects on contract for TRPA. The Public Entity may choose to use consultants on the current TRPA list to undertake responsibilities set forth in this MOU on behalf of the Public Entity without further authorization from TRPA.

**Part 2 – PERFORMANCE STANDARDS**

The following standards shall apply only to Delegated Activities authorized under this MOU. All Delegated Activities shall be reviewed and approved in accordance with the TRPA Regional Plan, Code of Ordinances, Rules of Procedure, and Washoe County Tahoe Area Plan. The Parties shall consult with each other regarding any uncertainties about these standards.

**ENVIRONMENTAL DOCUMENTATION**

*Exempt and Qualified Exempt* classes of projects are not required to complete a TRPA Initial Environmental Checklist for the activity pursuant to Section 3.3 of the TRPA Code. All other classes of projects shall be reviewed in accordance with the Environmental Documentation

requirements of Chapter 3 of the TRPA Code and applicable sections of the Rules of Procedure. Environmental Documents prepared by the project applicant for the Public Entity for those Delegated Activities identified in this MOU shall be made available for comment by TRPA upon request.

#### **SPECIAL CONDITIONS**

The Public Entity shall administer all standards of the TRPA Regional Plan and Code as applicable to the activities authorized by this MOU in accordance with the provisions of this agreement. The Public Entity shall include special conditions of approval, as needed, to ensure approved projects are consistent with the Tahoe Regional Planning Compact, TRPA Regional Plan Goals and Policies, Code, Rules of Procedure, and the applicable Area Plan. Nothing in this MOU shall be deemed to limit the land use regulatory powers of either the Public Entity or TRPA.

#### **FEES AND SECURITIES**

Public Entity shall be authorized to collect application and mitigation fees, security deposits, and other designated fees in accordance with fee schedules to be provided to Public Entity by TRPA ("TRPA Fee Schedules"). Such fee schedules shall be sufficient in detail to provide specific information concerning fee calculation to assist Public Entity in performing fee collection activities.

Furthermore, Public Entity shall be authorized to retain a percentage of all application fees collected to offset all Public Entity's costs of administering the provisions of this MOU. Such percentage shall be mutually agreed upon in writing in the Procedural Guidelines by TRPA and Public Entity, and may be amended from time to time by mutual agreement of the Executive Director and the County Manager.

TRPA agrees to provide Public Entity with notice of increases in any of the fees set forth in the TRPA Fee Schedules prior to the effective date, so that Public Entity can update its own fee schedule to match the increase.

Public Entity shall transmit TRPA fees collected by the Public Entity, to TRPA, as identified above, on a quarterly basis (within 30 days of the end of the quarter) or more frequently.

#### **FINDINGS**

The Public Entity agrees to make all findings required by the TRPA Compact, Regional Plan and Code and Washoe

County Tahoe Area Plan for each Delegated Activity approved and impose special conditions as necessary to be consistent with the Tahoe Regional Planning Compact, Regional Plan, Code, and Area Plan. The Public Entity shall retain, as part of their permanent Permit file record, all written findings herein required for the Delegated Activities approved under this MOU. The Public Entity may retain their permanent Permit file records in electronic or hard copy form.

## MONITORING

For all Building Permits issued for Delegated Activities, or Permits associated with Residential Qualified Exempt activities, Public Entity shall ensure all necessary development information that TRPA needs to measure compliance with the terms of the Tahoe Area Plan is available to TRPA, such as additional land coverage, commercial floor area, residential units, or tourist accommodation units (TAUs). In maintaining Permit files, Public Entity shall utilize hard copy and/or electronic tracking forms provided by TRPA to record all inspections, verifications, land coverage and development right information and other project review activities. TRPA, not Public Entity, shall be responsible for compiling and managing this data, including uploading it to TRPA's land coverage website, as appropriate.

Public Entity shall make copies of all Delegated Activity Permits issued available to TRPA via electronic access, electronic report or hard copies. Such Permits shall be in a format approved by TRPA and in a timeframe established within the MOU Procedural Guidelines. The MOU Procedural Guidelines, developed under Part 1, shall also include a Permit monitoring schedule and Permit information reporting requirements.

The Public Entity shall provide TRPA with access to the electronic permitting platform. As further described in the MOU Procedural Guidelines, the online data shall include the type of Permits issued as well as the location of Best Management Practices (BMPs) implemented through Permits. The data shall be made available to the public upon request. Public Entity's Engineering Division shall participate in the annual accounting and reporting of Environmental Improvement Program (EIP) Performance Measures resulting from County efforts to implement the EIP. Public Entity shall also transmit a copy of the National Pollutant Discharge Elimination System (NPDES) Annual Report (including Stormwater Load Reduction Report)

each year when submitted to the Nevada Division of Environmental Protection.

**RECORD KEEPING  
AND REPORTING**

The Public Entity shall adhere to all record-keeping and reporting provisions and procedures as described in the MOU Procedural Guidelines. All project accounting shall be completed by Public Entity and transmitted to TRPA to be included in its permanent accounting and tracking records. Public Entity shall provide TRPA access to these data in Permit tracking system, submit completed tracking forms to TRPA, or enter the data into a tracking system provided by TRPA. Tracking forms related to Permits shall be made available to TRPA in a timeframe established within the MOU Procedural Guidelines.

**SITE INSPECTIONS**

Public Entity shall perform site inspections to ensure that the delegated activities permitted under this MOU are constructed in accordance with the approved project, including installation of Best Management Practices (BMPs). The Public Entity shall have authority to take any and all administrative steps to enforce the standards of the TRPA Code and Tahoe Area Plan as authorized by this MOU, including the reporting of Code violations. TRPA will enforce BMPs associated with permits issued by TRPA and for BMP retrofits not associated with an adopted TMDL Stormwater Load Reduction Plan. The Public Entity will enforce BMPs associated with Permits issued for delegated activities by the Public Entity and for properties identified in their adopted TMDL Stormwater Load Reduction Plan(s). Upon final inspection, if the project has been constructed in accordance with the Permit, Public Entity shall be authorized to release the security deposit to the project applicant. If the construction includes public improvements to be accepted by the County, the release of the TRPA security deposit shall be subject to retention of a portion for the duration of the warranty period.

**VIOLATIONS**

Should Public Entity staff become aware of a TRPA Code violation associated with a permit issued by TRPA, Public Entity should notify the designated TRPA Code Administration staff in writing. TRPA may also perform inspections and determine if a violation exists. Settlements of TRPA Code violations involving civil penalties must be approved by TRPA.

Upon discovery of a TRPA Code violation associated with a Permit issued by Public Entity, the Public Entity shall



have authority to take any and all administrative steps to enforce the standards of the TRPA Code as authorized by this MOU, including reporting the Code violation to TRPA.

**APPEAL ALLOWED**

Final decisions on the components of projects delegated to a Public Entity may be appealed to the TRPA. An appeal may only be filed by an aggrieved person as defined in Article VI(j)(3) of the Compact. Appeals shall meet the requirements of 13.9 (Appeals) of the Code of Ordinances.

Decisions by the Public Entity under independent local, state, or federal law are not the subject of this appeal process. However, if a final decision of the Public Entity under independent authority is concurrently appealed with a final decision on projects delegated under this MOU, TRPA and Public Entity agree to coordinate, to the extent feasible, the scheduling of the appeal hearings.

**Part 3 – AREA PLAN AMENDMENTS**

**NOTICE**

The Public Entity shall give notice to TRPA of all applications to amend a policy or ordinance that is part of the Tahoe Area Plan. The notice shall be sent pursuant to Public Entity notification procedures; however, in all cases the notice shall be sent no less than 10 days prior to the hearing or action in order to provide TRPA with adequate time to review and comment, if desired, on the request.

**INCORPORATION OF REGIONAL PLAN AMENDMENTS INTO AREA PLAN**

If TRPA approves an amendment to the Regional Plan that would also require amendment of the Public Entity Area Plan to maintain conformity, the Public Entity has one year to amend the Area Plan to demonstrate conformity with the TRPA amendment. If the Governing Board finds that the Public Entity failed to demonstrate good faith efforts to achieve conformity with the TRPA amendment following the one-year deadline, then the Board will identify the policies and/or zoning provisions in the Area Plan that are inconsistent and assume lead agency authority under the Regional Plan to amend those policies and provisions. In the event this occurs the amendments would only be in effect as part of the Regional Plan and not Public Entity regulation.

**ATTACHMENT A**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TAHOE REGIONAL PLANNING AGENCY AND  
WASHOE COUNTY**

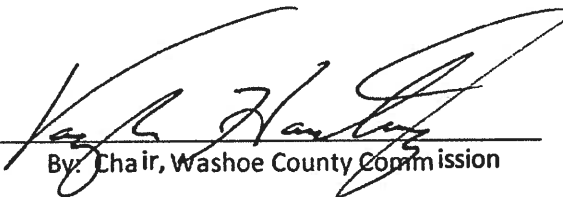
TRPA's authority to enter into this Memorandum of Understanding (MOU) with local entities rests in Article VI (m) of the TRPA Compact (Public Law 96-551) and Sections 2.5 and 2.6 of the TRPA Code of Ordinances. The authority of Washoe County to enter this MOU rests in the Board of County Commissioners.

This MOU shall become effective when signed by the parties listed below.

TAHOE REGIONAL PLANNING AGENCY

Date: 4-3-23   
By: ~~Chair, Governing Board~~ Executive Director

WASHOE COUNTY

Date: 2/14/2023   
By: Chair, Washoe County Commission