

APPENDIX EE

MEMORANDUM OF UNDERSTANDING
BETWEEN TAHOE REGIONAL PLANNING AGENCY AND
WASHOE COUNTY

October 1995

This Memorandum of Understanding is entered into this 26th day of February, 1996 ~~October 1995~~, by and between the TAHOE REGIONAL PLANNING AGENCY (TRPA), through its Executive Director as authorized by the Governing Board, and WASHOE COUNTY (COUNTY), by and through its Chairman of the Board of County Commissioners as authorized by the Board of County Commissioners.

All activities described in this Memorandum of Understanding (MOU) shall be in accordance with the Regional Plan package of TRPA as adopted by Ordinance No. 87-9, as amended from time to time. All activities undertaken by COUNTY pursuant to the MOU shall comply with applicable Best Management Practices (BMPs), and all provisions of the TRPA Code of Ordinances (Code), as it may be amended from time to time, except for the procedural provisions replaced by this MOU, and such guidelines as may be adopted by TRPA.

This MOU sets forth the responsibilities of the parties with regard to the processing of permits for new construction of single or multiple-family residential structures (four units or less), additions/modifications of existing residential structures, and residential Qualified Exempt activities, in accordance with the desire of the parties to provide a regulatory structure which is consistent with the most efficient possible use of public resources.

RECITALS

A. TRPA is required by the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Govt. Code 66801; NRS 277.200) to regulate activities within the Tahoe Basin which may have a substantial effect on the natural resources of the Basin. The bistate Compact, Article VI(a) requires TRPA to define which activities are exempt from TRPA review and approval.

B. Given the existing comprehensive regulatory structure of COUNTY as it pertains to construction of residential structures within the County of Washoe, and consistent with the mandate of the Compact to defer land use regulation to local government wherever feasible, COUNTY and TRPA agree that COUNTY shall review construction of new single and multiple-family structures (four units or less), and additions/modifications to existing single and multiple-family structures to be constructed within the COUNTY limits of Washoe County. Such review by COUNTY shall include application of all applicable TRPA regulations to residential construction projects otherwise subject to TRPA review. As long as the applicable TRPA regulations are being complied with and enforced, such activities shall be deemed a qualified exempt activity under TRPA regulations.

IT IS NOW THEREFORE UNDERSTOOD AND AGREED BY THE PARTIES:

1. With the exception of those applications requiring TRPA Governing Board approval (Chapter 4, Appendix A) or a scenic analysis, all applications for residential additions/ modifications and new construction of single and multiple-family residential structures (four units or less), including Qualified Exempt residential activities, located within the County limits are hereby exempt under Chapter 4 of the TRPA Code and shall be reviewed by COUNTY.

2. COUNTY shall administer, in accordance with the provisions of this agreement, all standards of the TRPA Code as applicable to construction of residential projects, as authorized by this MOU.

COUNTY shall utilize the TRPA Project Review Conformance Checklist and Procedural Guidelines in its review of projects, as authorized by this MOU.

All applications for coverage and/or development right transfers/banking and subdivisions, including lot line adjustments, shall continue to be reviewed and approved by TRPA.

3. COUNTY shall be authorized to collect application and mitigation fees, security deposits, and other designated fees on behalf of TRPA in accordance with fee schedules to be provided to COUNTY by TRPA. Such fee schedules shall be sufficient in detail to provide specific information concerning fee calculation to assist COUNTY in performing fee collection activities. Furthermore, COUNTY shall be authorized to retain a percentage of all application fees collected to offset COUNTY's costs of administering the provisions of this MOU. Such percentage shall be mutually agreed upon in writing by TRPA and COUNTY, and may be amended from time to time by mutual agreement of the TRPA Executive Director and the Chairman of the Board of Supervisors.

All mitigation fees collected by COUNTY on behalf of TRPA pursuant to this MOU shall be paid to TRPA on a monthly basis under procedures mutually agreed upon by the finance officers of the parties hereto.

4. Prior to COUNTY reviewing any applications for new single-family residential projects as authorized by this MOU, COUNTY shall secure from TRPA an IPES score and allowable coverage verification. Said verification shall be obtained in written form from TRPA. Prior to COUNTY reviewing any applications for projects involving additions or modifications to existing single-family or multiple-family residential structures, or new multiple-family residential structures (four units or less), TRPA will conduct a site assessment of the subject site to verify the Bailey land capability classification, existing coverage, prior TRPA actions affecting the subject parcel, and/or BMP and scenic review requirements.

5. Nothing in this MOU shall be construed to limit the authority of COUNTY to administer state or local regulations or to impose reasonable conditions of approval on any application. Further, nothing in this MOU shall be deemed to limit the land use regulatory powers of either COUNTY or TRPA.

6. The COUNTY staff and TRPA staff shall review quarterly the implementation of this MOU and shall report to their respective governing boards on the results of such review.

7. In carrying out the intent of this MOU, COUNTY and TRPA shall adhere to all provisions contained within TRPA Code Chapter 38 relating to accounting and tracking of coverage, allocations, and any other applicable procedures. All project accounting and tracking shall be completed by COUNTY and transmitted to TRPA to be included in its permanent accounting and tracking records. In carrying out the provisions of this MOU, COUNTY shall utilize tracking forms provided by TRPA to record all inspections, verifications, and other project review activities. COUNTY shall submit completed tracking forms to TRPA on a monthly basis.

8. COUNTY shall perform compliance inspections to ensure that the residential projects and Qualified Exempt activities permitted under this MOU are constructed in accordance with the plans previously submitted and approved.

COUNTY shall have authority and responsibility to take any and all administrative steps to enforce the standards of the TRPA Code as authorized by this MOU, including the processing of Code violations involving unpermitted residential activities. Upon discovery of a TRPA Code violation, COUNTY shall immediately notify the TRPA Environmental Compliance Division in writing to coordinate compliance procedures. Settlements of TRPA Code violations involving civil penalties must be approved by TRPA. If a TRPA Code violation cannot be resolved at the County Building Department staff level, COUNTY shall contact TRPA to institute TRPA's formal notice of violation procedure.

Upon final inspection, if the project has been constructed in accordance with the permit, COUNTY shall be authorized to release the security deposit to the project applicant.

In the event an applicant desires to appeal any administrative action or decision on the part of COUNTY dealing with TRPA regulations, such appeal shall be to TRPA.

9. Any exempt activity set forth herein shall be considered a project requiring TRPA review if the TRPA Executive Director determines that, because of unusual circumstances or failure to comply with this MOU, the activity may have a substantial effect on the land, air, water, space, or any other natural resource of the region.

10. This MOU shall continue until sixty (60) days' written notice of termination is given by either party. Both parties hereby agree to cooperate in good faith to carry out the provisions of this MOU to achieve the objectives set forth in the Recitals herein.

11. None of the duties set forth in this MOU shall be assigned, transferred, or subcontracted by COUNTY without the prior written approval of TRPA.

WASHOE COUNTY

Dated: 2/6/96

Jim Shaw
Jim Shaw, Chairman

Washoe County Board of County Commissioners

TAHOE REGIONAL PLANNING AGENCY

Dated: 1-31-96

James W. Baetge
James W. Baetge
Executive Director