

MEMORANDUM OF UNDERSTANDING
BETWEEN the TAHOE REGIONAL PLANNING AGENCY and
_____ COUNTY/CITY

This Memorandum of Understanding (MOU) is entered between the Tahoe Regional Planning Agency (TRPA) and _____ 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 by its _____. This MOU shall become part of the TRPA Code under Sections 2.5 and 2.6 upon signing by TRPA and the Public Entity.

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, and enhance the effectiveness of government through the efficient implementation of the TRPA Regional Plan and Area Plans.
TERM OF AGREEMENT	This MOU is effective upon the signing of Attachment “A” by the Parties and shall remain in effect until terminated by either party following a 60-day notice in writing.
DEFINITION OF TERMS	Terms in this MOU shall have the same meaning as they do in the TRPA Code.
INTERPRETATION AND SEVERABILITY	The provisions of this MOU are subject to the interpretation and severability provisions of Section 1.6 of the TRPA Code.
DISTRIBUTION OF FUNCTIONS	Activities authorized by TRPA under this MOU are described in Attachments B (Table of Delegated Activities within Area Plans), C (Table of Delegated Activities Jurisdiction-wide). Attachment B specifies the extent to which the activities within the Area Plan are delegated Attachment C describes the activities delegated to the Public Entity throughout its jurisdiction. All delegated activities shall be reviewed and approved in accordance with the TRPA Regional Plan and the Code.
EXEMPT AND QUALIFIED EXEMPT ACTIVITIES PERFORMED BY PUBLIC ENTITY	Attachment D (Table of Exempt and Qualified Exempt Activities) describes activities performed by the Public Entity that are exempt from TRPA review and approval and modifies the scope of Exempt and Qualified Exempt activities otherwise allowed in Section 2.3 of the TRPA Code. Activities that are not delegated Exempt or Qualified Exempt are subject to the project review requirements of Section 2.2 of the Code and are subject to TRPA review and approval.

LOSS OF EXEMPTION	Any “exempt” or “qualified exempt” activity set forth herein shall be considered a “project” outside the scope and authorities granted under this MOU if the TRPA Executive Director determines that the activity may have a substantial effect on natural resources in the TRPA Region as defined in the TRPA Code.
COMMUNICATION	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 once per year to review this MOU and to establish policy directives, training needs, and renew communications.
TRAINING	TRPA shall provide initial training to the Public Entity regarding the provisions of this MOU. Subsequent training shall be provided for matters affecting this MOU, including but not limited to: changes to the TRPA Code, Area Plans, Regional Plan; policy or procedural changes; and training needed for corrective actions or to clarify MOU provisions.
EXAMINATION OF RECORDS	Every record of activity under this MOU shall be open for examination 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 by the executive officers of the Parties. If the executive officers are unable to resolve a dispute, the TRPA Executive Director may terminate the MOU or recommend that the matter be heard by the TRPA Governing Board.
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. 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.
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.

EXISTING MOU

This MOU replaces any existing MOU between the Public Entity and TRPA

ACTIVITIES
REQUIRING TRPA
APPROVAL

Projects and matters that meet one of the following criteria and that are also identified in Section 2.2.2 of the Code as requiring approval by the Governing Board or Hearings Officer shall be reviewed by TRPA:

- A. All development within the High-Density Tourist District;
- B. All development within the Shorezone of Lake Tahoe;
- C. All development within the Conservation District;
- D. All development within the Resort Recreation designation and
- E. All development meeting the criteria in the following table:

	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 new building floor area.)

Part 2 – PERFORMANCE STANDARDS

The following standards shall apply to activities authorized under this MOU. All activities shall be reviewed and approved in accordance with the TRPA Regional Plan, Code of Ordinances and Rules of Procedure. 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.

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 Compact, Goals and Policies, Code, Rules of Procedure and Area Plans. 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 on behalf of TRPA in accordance with fee schedules to be provided to Public Entity by TRPA. 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 Public Entity's costs of administering the provisions of this MOU. Such percentage shall be mutually agreed upon in writing by TRPA and Public Entity, and may be amended from time to time by mutual agreement of the TRPA Executive Director and the _____.

FINDINGS

The Public Entity shall keep, as part of their permanent permit files records, all written findings required in the Compact, Regional Plan, Area Plan and Code for the activities approved under this MOU.

MONITORING

On a quarterly basis, the Public Entity shall send to TRPA copies of all building permits issued. Such building permits

shall be in a format approved by TRPA and shall contain and make clear the necessary development information TRPA needs to measure compliance with the terms of the Area Plan, such as additional land coverage, commercial floor area, residential units, or tourist accommodation units (TAUs).

RECORD KEEPING
AND REPORTING

The Public Entity shall adhere to all provisions contained within TRPA Code Chapter 6, relating to accounting and tracking of coverage, allocations, and any other applicable procedures. All project accounting and tracking shall be completed by Public Entity and transmitted to TRPA to be included in its permanent accounting and tracking records. In carrying out the provisions of this MOU, Public Entity shall utilize hard copy or electronic tracking forms provided by TRPA to record all inspections, verifications, land coverage and commodity information and other project review activities. Public Entity shall submit completed tracking forms to TRPA on a monthly basis. The Public entity shall keep records of Exempt and Qualified Exempt activities commenced pursuant to this MOU for a period of 12 months following the cessation of the activity.

SITE
INSPECTIONS

Public Entity shall perform site inspections to ensure that the projects and activities permitted under this MOU are constructed in accordance with the approved project. The Public Entity 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 activities.

VIOLATIONS

Upon discovery of a TRPA Code violation associated with a permit TRPA issued, Public Entity shall immediately notify the designated TRPA Code Administration staff 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 on-site, the Public Entity 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, Public Entity shall be authorized to release the security deposit to the project applicant.

UNUSUAL
CIRCUMSTANCES

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.

APPEAL

Final decisions on projects delegated to a Public Entity may be

ALLOWED

appealed to the TRPA. An appeal may only be filed by an aggrieved person as defined in Article VI(j)(3) of the Compact. Decisions by the Public Entity under independent local, state, or federal law are not the subject of this appeal process.

NOTICE

The Public Entity shall give notice to TRPA of all projects delegated to the Public Entity in Area Plans that require notice to affected property owners pursuant to Article 12 of the TRPA Rules of Procedure, and shall give notice to TRPA of all applications to amend a policy or ordinance that is part of the 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 in order to provide TRPA with adequate time to review and comment, if desired, on the project. In addition...*(Public Entity will complete this section by identifying the type and extent of procedures the Public Entity will use to notify TRPA of proposed local development activities and include TRPA in development review proceedings. This is required per section 13.7.2.E of Code)*

INCORPORATION
OF REGIONAL
PLAN
AMENDMENTS
INTO AREA PLAN

If TRPA approves an amendment to the Regional Plan that would also require amendment of an Area Plan to maintain conformity, the _____ has one year to amend the Area Plan to demonstrate conformity with the TRPA amendment. If the Governing Board finds that the _____ failed to demonstrate 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 to amend those policies and provisions. *Public Entity will complete this section. See section 13.7.2.F of Code which requires a description of how the Area Plan will be modified to reflect amendments by TRPA to the Regional Plan, as well as assurances to enforce and maintain conformance with the Regional Plan amendments prior to amendment of the Area Plan.*

ATTACHMENT "A"

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TAHOE REGIONAL PLANNING AGENCY AND _____**

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 the Public Entity to enter into this MOU rests in *(Public Entity to complete)*.

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

TAHOE REGIONAL PLANNING AGENCY

Date: _____

By: Joanne Marchetta
Executive Director

(Public Entity)

Date: _____

By: *(Public Entity to complete)*

Attachment "B"

AREA PLANS

Table of Delegated Activities Within Area Plan

Note: The activities described in this table are delegated to the Public Entity within Area Plans and shall be reviewed and approved in accordance with the TRPA Regional Plan and the Code. The activities do not require TRPA review and approval except as required by this Memorandum of Understanding.

Line No.	Activity Level*	Activity
		Residential
1		
2		
3		
4		
		Commercial
5		
6		
7		
		Public Service
8		
9		
10		
		Tourist Accommodation
11		
12		
13		
		Grading (Including Grading in Combination with Other Activities)
14		
15		
16		
		Other
17		
18		
19		

* (P) Permit, (E) Exempt, (QE) Qualified Exempt

Attachment "C"

ACTIVITIES DELEGATED TO THE PUBLIC ENTITY

Table of Delegated Activities

Note: The activities described in this table are delegated to the Public Entity and shall be reviewed and approved in accordance with the TRPA Regional Plan and the Code. The activities do not require TRPA review and approval except as required by this Memorandum of Understanding.

Line No.	Activity Level	Activity
Residential		
1		
2		
3		
4		
Commercial		
5		
6		
7		
Public Service		
8		
9		
10		
Tourist Accommodation		
11		
12		
13		
Grading (Including Grading in Combination with Other Activities)		
14		
15		
16		
Other		
17		
18		
19		

Attachment "D"

ACTIVITIES PERFORMED BY THE PUBLIC ENTITY THAT ARE EXEMPT FROM TRPA REVIEW AND APPROVAL

Table of Exempt (E) and Qualified Exempt (QE) Activities

Note: The activities described in this table expand upon the Exempt (E) and Qualified Exempt (QE) activities otherwise allowed in Subsection 2.3 and Subparagraph 2.3.7 of the TRPA Code of Ordinances, provided the activities are consistent with the General Provisions and Performance Standards of this Memorandum of Understanding.

Line No.	Activity Level	Activity
Roadways, Trails, Sidewalks & Parking Facilities		
1	E	Routine non-structural maintenance provided the activities do not modify the shape or location of the facility, create or relocate land coverage, add new structural appurtenances or modify existing drainage.
2	E	Structural maintenance, repair and replacement of existing facilities (such as pavement, curb and gutter, compacted shoulders, culverts, pipes, vaults, and similar structures), provided no new land coverage is created and any relocated land coverage and/or permanent land disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).
3	E	Installation of vehicle barriers (such as bollards, fencing and boulders) along travel ways provided the barriers conform to applicable highway standards and boulders are placed partially in the ground to prevent rolling and to give a natural appearance.
4	QE	Modifications to existing facilities to improve public safety and/or environmental protection provided any new or relocated land coverage or permanent land disturbance is limited to 240 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 1,000 square feet in high capability land (Classes 4, 5, 6 and 7).
Erosion Control & Water Quality Protection Facilities		
5	E	Routine non-structural maintenance of existing storm water treatment facilities (such as dry wells, infiltration trenches, drop inlets, and vaults), including removal of sediment, vegetative overgrowth and organic material, without limit on material volume or land capability, provided removed materials are deposited outside of the Tahoe Basin or at a TRPA-approved disposal site.
6	E	Structural maintenance, repair, and in-kind replacement of existing facilities, provided no new land coverage is created and relocated land coverage or permanent land disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).
7	QE	Modifications to existing facilities to improve effectiveness, meet new regulatory standards, or correct system inefficiencies, provided new structures such as rock slope protection and retaining

		walls are not visible from any TRPA-designated scenic roadway or shorezone travel unit, Class I bicycle paths, or recreation areas designated in the TRPA Scenic Quality Improvement Program (SQIP).
Water Distribution and Wastewater Collection & Treatment Facilities		
8	E	Testing, locating, and maintenance of existing facilities (such as mechanical and electrical equipment, piping and plumbing, pumps and similar devices).
9	E	Structural maintenance, repair, in-kind replacement of facilities, provided excavation is limited to areas under existing pavement, road shoulder, or compacted soil; no new land coverage is created, and relocated land coverage or permanent land disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).
10	QE	Modifications to existing facilities provided the modifications do not result in any increases in water or sewer treatment capacity or growth inducing activity, and any new or relocated land coverage or permanent land disturbance is limited to 240 square feet in low capability land (Classes 1a, 1b, 1c, 2 or 3) and 1,000 square feet in high capability land (Classes 4, 5, 6 and 7).
Public Service/Recreation Buildings and Facilities		
11	E	Interior remodeling of existing buildings in accordance with Subparagraph 2.3.2.A of the TRPA Code, except that the allowable structural cost of the remodel allowed is increased to \$80,000.
12	E	Demolition of structures, improvements or facilities less than 50 years of age in accordance with Subparagraph 2.3.2.G of the TRPA Code, except that the excavation and backfill limits are increased to the grading limits in this MOU.
13	QE	Demolition of structures, improvements or facilities greater than 50 years of age that are not designated, or pending designation, on the TRPA Historic Resource Map in accordance with Subparagraph 2.3.7.A.6 of the TRPA Code if the MOU Partner determines that the structure does not qualify for historic protection in accordance with Chapter 67 based on a report prepared by a qualified professional acceptable to the appropriate State Historic Preservation Officer (SHPO).
Public Service/Recreation Buildings and Facilities (continued)		
14	QE	Structural repair to existing structures in accordance with Subparagraph 2.3.7.A.1 of the TRPA Code, except that the structural repair cost in 2.3.7.A.1 is increased to \$42,000 per year and excavation and backfilling limits in 2.3.7.A.1.a are increased to the grading limits in this MOU.
15	QE	Structural modifications to existing structures in accordance with Subparagraph 2.3.7.A.2 of the TRPA Code, except that the grading limits in 2.3.7.A.2.c (i) are increased to the grading limits of this MOU.
16	QE	Structural remodeling or additions to existing structures in accordance with Subparagraph 2.3.7.A.3 of the TRPA Code, except that the grading limits in 2.3.7.A.3.a (i) are increased to the limits of this MOU, and the BMP retrofit plan required in 2.3.7.A.a (b) is consistent with the requirements of this MOU.
Vegetation Management and Soil Preparation for Vegetation Planting		
17	E	Pruning of vegetation , including hazardous tree limb removal, beyond the limits allowed in Subparagraph 2.3.2.H of the TRPA Code to maintain adequate sight distance along roadways and other travel routes.
18	QE	Scarification of disturbed high capability soils (Classes 4, 5, 6 and 7) as preparation for revegetation with native plant species in accordance with Subparagraph 2.3.2.H of the TRPA Code provided the scarification is less than one acre in area and does not exceed six inches in depth.
19	QE	Hazardous tree removal around MOU Partner facilities in accordance with Subparagraph 61.1.7.A of the TRPA Code, except that TRPA approval is not required unless the tree was planted as a scenic mitigation measure pursuant to a TRPA permit (including permits issued by local government in

		accordance with Section 2.5).
Grading (Including Grading in Combination with Other Activities)		
20	E	Excavations under existing hard land coverage to an amount that can be backfilled, stabilized and swept clean within a 24-hour period.
21	E	Excavations otherwise allowed in Subparagraph 2.3.2.D of the TRPA Code , except that the volume limit of the excavation is increased to 15 cubic yards in all land capability districts.
22	QE	Excavations otherwise allowed in Subparagraph 2.3.7.A.5 of the TRPA Code , except that the volume limit of the excavation is increased to 50 cubic yards.