

ATTACHMENT J:

Adopting Resolution for Memorandum of Understanding (MOU)

Between the TRPA and Nevada Department of Wildlife, Nevada State Parks, Douglas County Sheriff's Office, Washoe County Sheriff's Office, Placer County Sheriff's Office, El Dorado County Sheriff's Office, City of South Lake Tahoe Police Department, United States Coast Guard

TAHOE REGIONAL PLANNING AGENCY
TRPA RESOLUTION NO. 2018 –

RESOLUTION OF THE TAHOE REGIONAL PLANNING AGENCY'S GOVERNING BOARD
TO ADOPT A MEMORANDUM OF UNDERSTANDING WITH NEVADA DEPARTMENT OF WILDLIFE, NEVADA
STATE PARKS, DOUGLAS COUNTY SHERIFF'S OFFICE, WASHOE COUNTY SHERIFF'S OFFICE, PLACER
COUNTY SHERIFF'S OFFICE, EL DORADO COUNTY SHERIFF'S OFFICE, CITY OF SOUTH LAKE TAHOE POLICE
DEPARTMENT, AND UNITED STATES COAST GUARD REGARDING ENFORCEMENT AND EDUCATION OF
THE LAKE TAHOE NO-WAKE ZONES AND SPEED LIMITS

WHEREAS, Lake Tahoe is a navigable body of water and the bed and banks of Lake Tahoe are owned by the State of Nevada and the State of California up to elevation 6,223 feet above mean sea level;

WHEREAS, it is in the best interest of the Parties to work cooperatively to address recreational conflicts on the water for public health and safety;

WHEREAS, waterborne recreation at Lake Tahoe is a significant component to a \$5 billion recreation-based economy;

WHEREAS, Nevada Division of Wildlife is a law enforcement agency in charge of boating safety for the State of Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435;

WHEREAS, Nevada State Parks is a law enforcement agency for the State of Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435;

WHEREAS, Douglas County Sheriff's Office is a law enforcement agency for Douglas County, Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435;

WHEREAS, Washoe County Sheriff's Office is a law enforcement agency for Washoe County, Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435;

WHEREAS, Placer County Sheriff's Office is a law enforcement agency for Placer County, California and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under California Harbors and Navigation Code Section 655.2;

WHEREAS, El Dorado County Sheriff's Office is a law enforcement agency for El Dorado County, California and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under California Harbors and Navigation Code Section 655.2;

WHEREAS, the City of South Lake Tahoe Police Department is a law enforcement agency for the City of South Lake Tahoe, California and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under California Harbors and Navigation Code Section 655.2;

WHEREAS, the United States Coast Guard is the primary maritime law enforcement and safety agency of the United States, the Coast Guard enforces regulations related to recreational boating safety, boating while intoxicated, pollution prevention, vessel documentation, and vessel registration under the authority of 46 U.S. Code (U.S.C.) § 89, 46 U.S.C. § 2302, 46 U.S.C. § 4106, 46 U.S.C. § 4311, and 46 U.S.C. § 12309; moreover, the Coast Guard has authority to provide certain assistance and to cooperate with state and local entities under the authority of 14 U.S.C. § 141(a);

WHEREAS, Tahoe Regional Planning Agency is a bi-state compact agency and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under TRPA Code of ordinances section 84.17.1;

WHEREAS, the use of Lake Tahoe as a recreation destination for boating creates recreational conflicts between beach users, swimmers, fisherman, motorized, and non-motorized watercraft;

WHEREAS, the Parties recognize a need to concertedly address no wake zones and speed limits in Lake Tahoe to provide increased boating safety in congested areas;

WHEREAS, the Parties seek to protect the waters of Lake Tahoe and the safety of the public by entering into this MOU to establish the duties, authorities and agreements of the Parties with respect to enforcement and education of no wake zones and speed limits, subject to the aforementioned laws and regulations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tahoe Regional Planning Agency hereby authorizes the TRPA Executive Director to enter into the Memorandum of Understanding with Nevada Department of Wildlife, Nevada State Parks, Douglas County Sheriff's Office, Washoe County Sheriff's Office, Placer County Sheriff's Office, El Dorado County Sheriff's Office, City of South Lake Tahoe Police Department, United States Coast Guard, as reflected in Exhibit 1 of the resolution.

PASSED and ADOPTED by the Governing Board of the Tahoe Regional Planning Agency this __ day of _____, 2018, by the following vote:

Ayes:
Nays:
Absent:

James Lawrence, Chair
Tahoe Regional Planning Agency
Governing Board

EXIHBIT 1

**MEMORANDUM OF UNDERSTANDING BETWEEN
NEVADA DEPARTMENT OF WILDLIFE, NEVADA STATE PARKS, DOUGLAS COUNTY SHERIFF'S
OFFICE, WASHOE COUNTY SHERIFF'S OFFICE, PLACER COUNTY SHERIFF'S OFFICE, EL DORADO
COUNTY SHERIFF'S OFFICE, CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT, UNITED
STATES COAST GUARD, AND TAHOE REGIONAL PLANNING AGENCY**

_____, 2018

This Memorandum of Understanding is entered into this _____ 2018, by and between the Nevada Department of Wildlife (NDOW), Nevada State Parks (NSP), Douglas County Sheriff's Office (DCSO), Washoe County Sheriff's Office (WCSO), Placer County Sheriff's Office (PCSO), El Dorado County Sheriff's Office (EDCSO), City of South Lake Tahoe Police Department (CSLTPD), United States Coast Guard (USCG), and the Tahoe Regional Planning Agency (TRPA), (together Herein described as the as "the Parties").

RECITALS

WHEREAS, Lake Tahoe is a navigable body of water and the bed and banks of Lake Tahoe are owned by the State of Nevada and the State of California up to elevation 6,223 feet above mean sea level;

WHEREAS, it is in the best interest of the Parties to work cooperatively to address recreational conflicts on the water for public health and safety;

WHEREAS, waterborne recreation at Lake Tahoe is a significant component to a \$5 billion recreation based economy,

WHEREAS, Nevada Division of Wildlife is a law enforcement agency in charge of boating safety for the State of Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435;

WHEREAS, Nevada State Parks is a law enforcement agency for the State of Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435

WHEREAS, Douglas County Sheriff's Office is a law enforcement agency for Douglas County, Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435;

WHEREAS, Washoe County Sheriff's Office is a law enforcement agency for Washoe County, Nevada and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under NRS 488.600, NRS 277.215, and NAC 488.435;

WHEREAS, Placer County Sheriff's Office is a law enforcement agency for Placer County, California and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under California Harbors and Navigation Code Section 655.2;

WHEREAS, El Dorado County Sheriff's Office is a law enforcement agency for El Dorado County, California and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under California Harbors and Navigation Code Section 655.2;

WHEREAS, the City of South Lake Tahoe Police Department is a law enforcement agency for the City of South Lake Tahoe, California and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under California Harbors and Navigation Code Section 655.2;

WHEREAS, the United States Coast Guard is the primary maritime law enforcement and safety agency of the United States, the Coast Guard enforces regulations related to recreational boating safety, boating while intoxicated, pollution prevention, vessel documentation, and vessel registration under the authority of 46 U.S. Code (U.S.C.) § 89, 46 U.S.C. § 2302, 46 U.S.C. § 4106, 46 U.S.C. § 4311, and 46 U.S.C. § 12309; moreover, the Coast Guard has authority to provide certain assistance and to cooperate with state and local entities under the authority of 14 U.S.C. § 141(a);

WHEREAS, Tahoe Regional Planning Agency is a bi-state compact agency and has the authority to enforce no wake zone and speed limit boating violations in Lake Tahoe under TRPA Code of ordinances section 84.17.1;

WHEREAS, the use of Lake Tahoe as a recreation destination for boating creates recreational conflicts between beach users, swimmers, fisherman, motorized, and non-motorized watercraft;

WHEREAS, the Parties recognize a need to concertedly address no wake zones and speed limits in Lake Tahoe to provide increased boating safety in congested areas;

WHEREAS, the Parties seek to protect the waters of Lake Tahoe and the safety of the public by entering into this MOU to establish the duties, authorities and agreements of the Parties with respect to enforcement and education of no wake zones and speed limits, subject to the aforementioned laws and regulations;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. Purpose

The purpose of this Agreement is to establish a relationship between the Parties to assist in the enforcement and education of the no wake zones and speed limits around the shore of Lake Tahoe for the purposes of public health and safety. This Agreement defines the terms and

conditions under which the Parties will cooperate and coordinate activities necessary to prevent recreation conflicts between motorized watercraft, non-motorized watercraft, beach users, swimmers, and fishers and to provide for increased boating safety in congested areas.

II. Geographic Scope

The geographic scope of this agreement is Lake Tahoe and designated high priority areas within Lake Tahoe.

III. Joint Watercraft Enforcement and Education Implementation

Now, therefore, in consideration of the above, it is mutually agreed upon and understood by and among the Parties to the Memorandum that:

1. To the extent consistent with their respective authorities and applicable law, the Parties will create a watercraft enforcement and education working group of representatives from each jurisdiction of Lake Tahoe. The working group will identify high priority areas within Lake Tahoe to concentrate enforcement and education. The Parties agree to work in partnership to coordinate efforts and comprehensively address common issues.
2. The Parties agree to work together to coordinate the enforcement and education of no wake zones and speed limits in designated high priority areas around the shore of Lake Tahoe for the purposes of public health and safety. Each jurisdiction agrees to enforce the no wake and speed limit laws and regulations under which they have authority. Each jurisdiction agrees to help educate all no wake and speed limit laws during interactions with boaters on Lake Tahoe. The shorezone enforcement and education working group will coordinate and discuss high priority areas to concentrate these efforts.
3. To the extent consistent with their respective authorities and applicable law, the Parties agree to share information from their respective databases identifying how many enforcement or education interactions they have regarding violations of the no wake zone/speed limit that is enforced by their jurisdiction.
4. This Agreement in no way restricts the Parties from entering into other agreements with other public or private agencies, organizations, and/or individuals.
5. This Agreement in no way mandates any member of the Parties to enforce rules or regulations outside of its jurisdiction.
6. This Agreement in no way restricts the Parties from performing its official duties on the waters of Lake Tahoe.
7. This Agreement is effective on the date the last party signs the Agreement.
8. This Agreement may be amended as necessary by mutual consent of the Parties by execution of a written amendment signed and dated by all of the Parties.
9. This Agreement may be terminated as to any individual party by any of the Parties upon confirmed written notice to all Parties.

10. Use of Coast Guard personnel or assets for enforcement activities outside of normal statutory responsibilities, if required, shall incur no additional cost to the Coast Guard.
11. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the U.S. Coast Guard or the Department of Homeland Security. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

Nevada Department of Wildlife

Date

Nevada State Parks

Date

Placer County Sheriff's Office

Date

Douglas County Sheriff's Office

Date

Washoe County Sheriff's Office

Date

El Dorado County Sheriff's Office

Date

City of South Lake Tahoe Police Department

Date

United States Coast Guard

Date

Tahoe Regional Planning Agency
Joanne S. Marchetta
Executive Director

Date