



MEMORANDUM OF UNDERSTANDING
BETWEEN THE TAHOE REGIONAL PLANNING AGENCY
AND THE LAKE VALLEY FIRE PROTECTION DISTRICT



This memorandum of understanding is entered into this 25th day of August, 2005 between the Tahoe Regional Planning Agency ("TRPA"), a bi-state agency created under the Tahoe Regional Planning Compact and the Lake Valley Fire Protection District ("District"), a multi-county special district operating under the authority of the California Health and Safety Code Fire Protection District Act, within the State of California.

Recitals

- A. Pursuant to the authority of the Lake Tahoe Regional Planning Compact ("Compact"), P.L. 96-551, the TRPA issues permits for activities that may affect the natural resources of the Lake Tahoe Region. Pursuant to TRPA Code of Ordinance Sections 71.5C and 75.3, the TRPA can issue permits to land owners who want to remove trees on their property that have been reported to be a fire hazard by a qualified forester, and within areas of significant fire hazard, as determined by local, state or federal agencies, combustible vegetation may be removed, thinned or manipulated to prevent the spread of wildfire.
- B. The District has statutory responsibility for the protection of life and property within its boundaries. Pursuant to California Public Resource Code Sections 4290-4291, the District has the authority to require the elimination and removal of fire hazards on private lands within the District, including the removal and elimination of dry grass, stubble, brush, or other flammable material that in its judgment constitutes a fire hazard.
- C. TRPA and the District desire to cooperate to eliminate fire hazards. Under TRPA Code of Ordinances Section 71.1.A, TRPA may delegate its tree removal permitting authority for the prevention of fire to qualified agencies.
- D. The District intends to employ a qualified forester, able to issue tree removal permits consistent with Chapter 71, inclusive, and Code section 75.3 of the TRPA Code of Ordinances.
- E. The TRPA and the District are collaborating on a plan to protect Lake Tahoe and its residents from catastrophic wildfire. Educating and assisting private property owners in achieving defensible space is a key component in the plan to restore the forest to healthy conditions. In an effort to encourage public participation, this memorandum of understanding is intended to streamline the process for homeowners seeking defensible space and tree removal permits.
- F. The TRPA and District acknowledge that neither party waives any legal or jurisdictional authority that they may presently have with regard to the issuance of tree removal permits for creation of defensible spaces and the elimination of fire hazards.
- G. The procedures outlined in this Memorandum of Understanding will ensure that tree removal permits issued by the District will be for the purpose of eliminating fire hazards.

within the District consistent with applicable provisions of Regional Plan Package for the Lake Tahoe Region.

NOW THEREFORE, IT IS UNDERSTOOD BY THE TRPA AND THE DISTRICT:

1. TRPA hereby delegates to the District the authority held by it to issue permits for the removal or treatment of trees and other vegetation on all lands within the unincorporated area of Lake Valley Fire Protection District, excluding state and federal lands.
2. The Fire Chief of the District, based upon a report from a qualified forester under his/her supervision, shall issue tree removal permits in accordance with the provisions of this memorandum of understanding and all applicable standards of the TRPA Code of Ordinances.
3. The District shall develop procedures for tracking permit applications and permits issued and shall share this information with TRPA.
4. The tree removal permits issued by the District shall include as conditions of approval all applicable TRPA ordinances and state law. The District shall provide the property owners or their agents with information sufficient to assure that they are aware of applicable regulations. TRPA shall work with the District to develop informative materials for delivery to the public.
5. This MOU does not delegate TRPA's authority to review projects involving substantial tree removal (TRPA Code Section 71.4.I). Substantial tree removal projects shall be reviewed by TRPA.
6. This MOU does not delegate TRPA's authority to review projects involving vehicle entry into Stream Environment Zones (SEZ's) or SEZ setbacks. Vehicle entry into these areas shall be reviewed (TRPA Code Section 71.4.I) by TRPA.
7. This memorandum of understanding shall be effective when signed by both of the parties hereto and may be terminated at any time by either party with 30 days prior written notice to the other party.
8. The District shall provide all material necessary for the administration of this MOU including, but not limited to, marking paint, and application and permit forms. The District shall obtain TRPA's consent to the documentation practices used to administer this memorandum of understanding. The TRPA's consent will not be unreasonably withheld.
9. The District shall coordinate with TRPA to determine whether there are prior or pending TRPA actions with regard to any particular property under review and the effect of the proposed tree removals on TRPA's prior or pending action, if any.

10. The TRPA shall provide guidance, training and protocol to the District's qualified forester to enable him/her to identify and avoid, minimize, and/or mitigate potential impacts to with TRPA's environmental threshold carrying capacities ("thresholds"), including, but not limited to water quality, vegetation, scenic quality and wildlife habitat, potentially resulting from issuance of permits by the District. The District shall report to TRPA any unavoidable potential impacts so that TRPA may provide the District with appropriate mitigation measures prior to District issuance of the permit. The District shall incorporate the mitigation measures into the District's tree removal permit so long as the mitigation measures do not interfere with the District's enforcement of its applicable fire codes. If the mitigation measures interfere with the District fire code enforcement, the District will bring the issue to TRPA's attention for alternative mitigation.

11. The District shall provide to TRPA on a weekly basis copies of all tree removal permits issued during that week.

12. Any appeals from tree removal permits related to TRPA's delegated authority shall be filed with TRPA.

13. The District and/or TRPA may perform compliance inspections to ensure compliance with the conditions of approval of tree removal permits issued under the memorandum of understanding. The District shall report immediately to TRPA all violations of permit conditions or other applicable TRPA regulations.

14. None of the authorities, duties or responsibilities set forth in this memorandum of understanding shall be assigned, transferred or subcontracted by the District without the prior written consent of TRPA.

In witness whereof, the parties have entered into this memorandum of understanding.

Date: 8/25/05

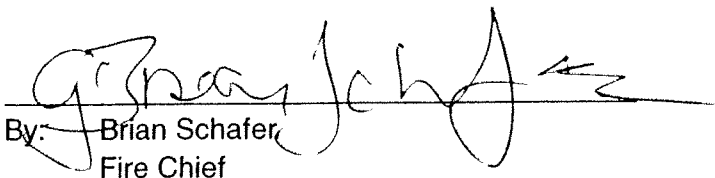
TAHOE REGIONAL PLANNING AGENCY



By: JOHN O. SINGLAUB
Executive Director

Date:

LAKE VALLEY FIRE PROTECTION DISTRICT



By: Brian Schafer
Fire Chief