



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

This Memorandum of Understanding is entered into this 5<sup>th</sup> day of May, 2010 between the Tahoe Regional Planning Agency ("TRPA") a bi-state agency created under the Tahoe Regional Planning Compact and the Tahoe Douglas Fire Protection District ("District").

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 ("Code") Section 71.5C 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 or defensible space assessor as defined in TRPA Code 2.2. Pursuant to section 75.3 of the code, within areas of significant fire hazard, 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 applicable Nevada statutes and/or local ordinances, 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 Section 71.1A, 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 or defensible space assessor able to issue tree removal permits consistent with sections 75.3 and 71.5.C of the TRPA Code.
- E. The TRPA and the District desire to collaborate 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 tree removal permits for the creation of defensible space or elimination of fire hazards.
- F. The procedures outlined in this Memorandum of Understanding are intended to 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 the Regional Plan and Code for the Lake Tahoe Region.

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

1. Pursuant to section 71.1 of the Code, 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 the District, excluding state and federal lands. Permits issued by the District shall be for the reduction of fire hazards. This MOU replaces the original signed 5/09/2005.
2. The qualified forester or defensible space assessor (as defined by TRPA Ordinance 2.2), shall issue tree removal permits in accordance with the provisions of this Memorandum of Understanding and all applicable TRPA ordinances and state law.
3. The District shall develop procedures for tracking permit applications and permits issued and shall share this information with TRPA.
4. 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.
5. 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.C) by TRPA.
6. 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.
7. The District shall provide all material necessary for the administration of this MOU including, but not limited to, marking paint, 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.
8. To the greatest extent feasible, 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 potential effect of the proposed tree removals on TRPA's prior or pending action, if any.

9. The TRPA shall provide guidance, training and protocol to the District's qualified forester or defensible space assessor to enable him/her to identify potential impacts to 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 apparent unavoidable potential impacts so that TRPA may provide the property owner with appropriate mitigation measures. For permits issued by the District which appear to violate TRPA's environmental threshold carrying capacities, the District shall notify TRPA's Forester of the potential conflict within 10 days.

10. The District shall provide to TRPA on a monthly basis copies of all tree removal Permits issued during the past month.

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

12. The District and/or TRPA may perform compliance inspections to ensure compliance with the conditions of approval of tree removal permits issued under this Memorandum of Understanding. The District shall report immediately to TRPA all violations of permit conditions or TRPA code section 71 or 75.3.

13. The TRPA and the 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 the creation of defensible space and the elimination of fire hazards.

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: 5/18/10

TAHOE REGIONAL PLANNING AGENCY



By: Joanne Marchetta  
Executive Director

Date: MAY 5, 2010

TAHOE DOUGLAS FIRE PROTECTION DISTRICT



By: Guy LeFever  
Fire Chief