



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



This memorandum of understanding is entered into this 26th day of May, 2004 between the Tahoe Regional Planning Agency ("TRPA"), a bi-state agency created under the Tahoe Regional Planning Compact and the North Lake Tahoe Fire Protection District ("District"), a political subdivision of the State of Nevada.

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 Basin. Pursuant to TRPA Code of Ordinance Sections 71.5C and/or 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 or, as determined by local, state or federal fire agencies, within areas of significant fire hazard, flammable or other combustible vegetation may be removed, thinned, or manipulated up to 30 feet from any structure to prevent the spread of wildfire.

B. The District, created by N.R.S. 474.010 to 474.450, has statutory responsibility for protecting life and property from fire in the unincorporated area of Incline Village and Crystal Bay Nevada. Pursuant to N.R.S. 474.160, the District has the authority and duty to eliminate and remove fire hazards within the district wherever practicable and possible, whether on private or public premises, and to that end the board may clear the public highways and private lands of dry grass, stubble, brush, rubbish or other inflammable material in its judgment constituting a fire hazard. Pursuant to N.R.S. 474.580, any owner of lands within the District shall eliminate and remove a fire hazard on his/her/its property when directed to do so by the District.

C. TRPA generally seeks to defer its authority to eliminate fire hazards to local jurisdictions where feasible. 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 employs a qualified forester, able to issue tree removal permits consistent with Chapter 71 pertaining to elimination of fire hazards, 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 MOU 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 MOU will ensure that tree removal permits issued by the District will be for the purpose of eliminating any and all fire hazards within the District.

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 within 30 feet of structures on all lands within the unincorporated areas of Incline Village and Crystal Bay, 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 MOU and all applicable standards of the TRPA Code of Ordinances that pertain to the elimination of fire hazards and do not conflict with the District's applicable fire code. In those instances where there is a conflict, the homeowner shall apply to TRPA for a tree removal permit.

3. This MOU 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.

4. 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 application and permit forms used to administer this MOU. The TRPA's consent will not be unreasonably withheld.

5. 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 removal on TRPA's prior or pending action, if any.

6. The TRPA shall provide guidance, training and protocol to District personnel to help determine whether any particular tree removal would raise concerns regarding TRPA's environmental threshold carry capacities ("thresholds"), including, but not limited to concerns about water quality impacts, treatment of SEZ vegetation, or scenic impacts. If threshold concerns arise, TRPA shall provide the District with the appropriate mitigation measure 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 measure to TRPA's attention for alternative mitigation.

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

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

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

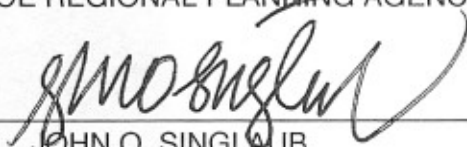
10. None of the authorities, duties or responsibilities set forth in this MOU shall be assigned, transferred or subcontracted by the District without the prior written consent of TRPA.

In witness whereof, the parties have entered into this Memorandum of Understanding.

Date:

6-9-2004

TAHOE REGIONAL PLANNING AGENCY


By: JOHN O. SINGLAUB
Executive Director

Date:

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT


By: JIM LINARDOS
Fire Chief