

MEMORANDUM OF AGREEMENT
TO PROVIDE FINANCIAL AND STAFF SUPPORT FOR THE PREPARATION OF DOCUMENTS
LEADING TO THE UPDATE OF THE TRPA REGIONAL PLAN AND THE COUNTY OF EI DORADO
GENERAL PLAN, IN CONJUNCTION WITH THE PATHWAY 2007 PLANNING PROCESS

THIS AGREEMENT made and entered into on _____ by and between El Dorado County hereinafter called ("County") and the Tahoe Regional Planning Agency ("TRPA"), (collectively referred to as the "Parties"). The TRPA is entering into similar agreements with Douglas County, Nevada and the City of South Lake Tahoe, California. Collectively the City, El Dorado and Douglas Counties are referred to as "The South Shore Partnership".

WITNESSETH:

WHEREAS, the United States Congress ratified an agreement which led to the bi-state Compact giving the TRPA authority to oversee development in the Tahoe Region;

WHEREAS, the Governing Board of TRPA adopted environmental quality standards, called thresholds, and has also adopted a Code of Ordinances designed to achieve these thresholds; and

WHEREAS, TRPA has established a Regional Plan which is currently undergoing a comprehensive update; and

WHEREAS, the County has declared that the South Shore portion of Lake Tahoe is in need of a Plan update; and

WHEREAS, TRPA desires to amend the Regional Plan under a collaborative process known as Pathway 2007; and

WHEREAS, by amending the respective Plans of El Dorado County and TRPA, the governments will be more effective and responsive in carrying out the land use goals of the participants; and

WHEREAS, both the TRPA, and the County, desire to formally work together to craft an amendment to their respective Plans; and

WHEREAS, the County has allocated funds for this purpose; and

WHEREAS, It is the County's and the TRPA's intent to improve the quality of life for residents and visitors and contribute to the environment, community and economy of the El Dorado County portions of the South Shore and create vibrant centers in Meyers and strategic locations through out the El Dorado County portions of the South Shore.

NOW THEREFORE, it is mutually agreed as follows:

AGREEMENT

I. STATEMENT OF INTENT

During our first phase, the Parties worked together to develop a shared understanding and agreement on the purpose of the project and the desired outcomes.

In Phase 1.5 we will continue to work with the basin communities to incorporate what was learned from place-based community visioning in Phase One. Phase 1.5 will continue to activate a community process to articulate, evaluate, and propose a regional vision, regional guiding principles and land use policies that will guide the implementation of the Regional Plan and its components. Concurrently, a demonstration program will be launched. This program will help identify new regulatory techniques and strategies to implement the vision for enhancing the environmental and built quality of the Lake Tahoe Basin and demonstrate the intent of the Regional Plan Goals and Policies.

Two subsequent phases will follow the completion of Phase 1.5. Phase Two shall continue to involve the community and incorporate the information in the first phases to update the Code of Ordinances and the Plan Areas. Phase Three will focus back on the local level with the update of Community Plans and Master Plans. All phases combined will form the twenty year vision and address environmental, social, and economic desired conditions for the South Shore area. During these later phases the parties to this agreement will work together to ensure the local jurisdiction's guiding plans are updated to be compatible with the Regional Plan and to prepare all for implementing the chosen vision.

Desired outcomes include: understanding each others concerns, modeling projects to test the Pathway 2007 plan, ensuring a high level of public involvement, providing a positive process

community involvement, developing a plan to ensure quality, transit oriented development, as well as environmental improvement and protection.

II. TERM

This agreement shall be valid until the work tasks associated with the three overall Phases described below are completed.

Phase One of the Work Plan (FY 05/06), Public Visioning/Management Strategy Development, has been completed by the parties to the original MOA.

During Phase 1.5 of the Work Plan (FY 07/08), Regional Vision, Regional Goals and Policies, and Demonstration Program, the parties will work together to complete the tasks outlined below:

- Task 1: Creation of a Regional Vision and Guiding Principles
- Task 2: Develop Demonstration Program (Develop Criteria, Identify Opportunities and Create a Process for Project Selection)

During Phase Two of the Work Plan (FY 08/09), Update of Plans and Regulations, the parties will develop and implement a work program that will complete the following tasks:

- Task 1: Draft TRPA Goals and Policies, Code of Ordinances, and Plan Area Statements to be compatible with new planning concepts
- Task 2: Assist with Public Review and Adoption

During Phase Three of the Work Plan (FY 09/10), Update of Community Plans, the parties will develop and implement a work program that will complete the following tasks:

- Task 1: Establish/Reestablish Planning Work Groups
- Task 2: Develop Desired Conditions Assessment
- Task 3: Prepare Updated Statements for Adoption
- Task 4: Identify Community Issues and Preferences
- Task 5: Prepare Draft Community Plans
- Task 6: Public Review and Adoption

Each Work Plan describes which tasks El Dorado County will assist TRPA in completing. Not every task within the TRPA contract will require time or funding commitments by the County.

III. FINANCIAL SUPPORT

A. Consultant Participation

1. The TRPA agrees to contract with a consultant to assist in the completion of the Work Plan pursuant to a Request for Proposals prepared by TRPA and through a competitive bid process conducted by TRPA. The consultant will be retained by TRPA to manage the entire P7 Regional and Local Plan Update planning process for the entire Lake Tahoe Region. The consultant will be managed by TRPA in consultation with the parties as it relates to the applicable work tasks described in Section I of this MOA. Work performed by the consultant and TRPA staff will be available to the parties for use in preparing documents relating to the update of their respective plans and/or programs.
2. El Dorado County agrees to assist TRPA by funding the consultant to complete the work tasks described in Section II Term of this MOA. The funding commitment by the parties is shown in Attachment A.
3. Upon completion of Phase 1.5, Task 1, TRPA shall invoice the County \$25,000 for services rendered by the consultant. Upon completion of Phase 1.5, Task 2, TRPA shall invoice the County for the final \$25,000. The County shall make payments to TRPA for financial support pursuant to this agreement, within 45 days, unless other mutually satisfactory arrangements are made by the Parties.

B. Staffing

1. TRPA and the County agree to provide sufficient staff resources to complete the applicable portion of the work plan. TRPA and the County will dedicate professional staff time consistent with the Phase 1.5 and Phase 2 tasks outlined in Section II and Section III.A.2 of this agreement.

IV. ROLES AND RESPONSIBILITIES:

TRPA and El Dorado County agree they will be working in partnership to create a vision of what is desired in the designated area relative to the environment, local economy, and local community and to collaborate on the update of the TRPA Regional Plan. This process will work in concurrence with the Regional Plan update process known as Pathway 2007. In this pursuit each party has a role and responsibility as defined below:

El Dorado County:

Role: To dedicate the necessary resources needed to represent County's interest in updating the TRPA Regional Plan in consultation with the appropriate County Departments, Commissions and Supervisors. County staff will be expected to coordinate and communicate with all affected and/or interested County departments during implementation of the Work Plan. El Dorado County is expected to support the update process and commit to completing the Work Plan in accordance with the schedule to achieve a smooth transition between the 1987 TRPA Regional Plan and the 2007 TRPA Regional Plan, while maximizing opportunities to streamline all aspects of the regulatory process.

Responsibilities: Participate in the effort to establish/reestablish the Planning Working Group. Research and collect pertinent baseline information (maps, infrastructure and service capacity information, etc.) for use in the planning process. Update and advise affected/interested County staff and Boards on the planning process and propose revisions to the El Dorado County General Plan to achieve mutual streamlining goals and achieve consistency among land use plans. However, El Dorado County reserves the right to independently determine what, if any, changes should be made to El Dorado County planning and regulatory documents including, but not limited to, the General Plan and Zoning Ordinance, and the County's discretion in that respect shall not be constrained or affected by this MOA.

Tahoe Regional Planning Agency

Role: To dedicate the necessary resources needed to represent TRPA interest in updating the TRPA Regional Plan in accordance with the Pathway 2007 planning process and in association with the El Dorado County and the general public. TRPA staff will be expected to coordinate and communicate with TRPA departments, Advisory Planning Commission ("APC"), Forum and Governing Board ("GB") during implementation of the Work Plan. TRPA is expected to support the update process and commit to completing the Work Plan in accordance with the schedule to achieve a smooth transition between the 1987 TRPA Regional Plan and the 2007 Regional Plan while maximizing opportunities to streamline all aspects of the regulatory process.

Responsibilities: Assist in the establishment/reestablishment of the Planning Working Group. Assist the City in setting meeting times and locations for the Planning Working Groups. Assist the City in the

preparation and mailing of meeting materials and running the workshops/meetings. Review and comment on material prepared by consultants. Research and collect pertinent baseline information (maps, documents, etc.) for use in the planning process. Update and advise affected/interested TRPA Pathway 2007 entities (e.g. APC, GB, Forum) on the planning process and propose revisions to the TRPA Regional Plan to achieve mutual regulatory streamlining goals and achieve land use regulatory consistency. TRPA will have primary responsibility for implementing all Phases of the Work Plan unless otherwise specified.

V. MODIFICATION

This Agreement may be modified at any time during the term hereof for any reason whatsoever, by mutual agreement of the Parties.

VI. TERMINATION

Any party may terminate this Agreement at any time during the term hereof for any reason whatsoever, provided that the party has given 30-days written notice to all other parties.

VII. NOTICES

All notices which may be given by all parties to the other shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the TRPA as follows:

John Hitchcock, Chief
Planning and Evaluation & Pathway 2007
Tahoe Regional Planning Agency
128 Market Street
P.O. Box 5310
Stateline, NV 89449

Roger P. Trout, Director
El Dorado County Development Services Department
2850 Fairlane Ct.
Placerville, CA 95667

The address to which the notices shall or may be mailed in accordance with the above may be changed by written notice by such party.

TAHOE REGIONAL PLANNING AGENCY

By: _____
Title

Date: _____

Approved as to Form:

Agency Counsel

EL DORADO COUNTY

By: _____
Title

Date: _____

Approved as to Form:

County Counsel

Attachment A

Phase I.5 Budget FY 06/07

<u>Contributors</u>	<u>Contract</u>
TRPA	\$300,000
Placer County	\$50,000
Washoe County	\$50,000
City of South Lake Tahoe	\$50,000
Douglas County	\$25,000
El Dorado County	\$50,000
Total	\$525,000