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TAHOE REGIONAL  
PLANNING AGENCY

APPENDIX JJ

MEMORANDUM OF UNDERSTANDING BETWEEN  
TAHOE REGIONAL PLANNING AGENCY AND  
THE COUNTY OF EL DORADO

This Memorandum of Understanding is entered into this 12<sup>th</sup> day of September 2000 by and between the TAHOE REGIONAL PLANNING AGENCY (TRPA), through its Executive Director as authorized by the Governing Board, and the COUNTY OF EL DORADO (COUNTY), by and through its Chairman of the Board of Supervisors, as authorized by the Board of Supervisors.

All activities described in this Memorandum of Understanding (MOU) shall be in accordance with the Regional Plan package of TRPA as adopted by Ordinance No. 87-9, as amended from time to time. All activities undertaken by COUNTY pursuant to the MOU shall comply with applicable Best Management Practices (BMPs), and all provisions of the TRPA Code of Ordinances (Code), as it may be amended from time to time, except for the procedural provisions replaced by this MOU, and such guidelines as may be adopted by TRPA.

RECITALS

- A. TRPA is required by the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal Govt. Code 66801; NRS 277.200) to regulate activities within the Tahoe Basin which may have a substantial effect on the natural resources of the Basin. The bistate Compact, Article VI(a) requires TRPA to define which activities are exempt from TRPA review and approval.
- B. Given the existing comprehensive regulatory structure of COUNTY as it pertains to review of projects, within the County of El Dorado and consistent with the mandate of the Compact to defer land use regulation to local government wherever feasible, COUNTY and TRPA agree that COUNTY shall review those activities listed under 12 of this MOU to be undertaken within the COUNTY limits of El Dorado County. Such review by the COUNTY shall include application of all applicable TRPA regulations to such activities otherwise subject to TRPA review. As long as the applicable TRPA regulations are being complied with and enforced, such activities shall be deemed a qualified exempt activity under TRPA regulations.

IT IS NOW THEREFORE UNDERSTOOD AND AGREED BY THE PARTIES:

1. With the exception of those applications requiring TRPA Governing Board or Hearings Officer approval (Chapter 4, Appendix A), all applications for those activities listed under 12 of this MOU located within the COUNTY limits are hereby exempt under Chapter 4 of the TRPA Code and shall be reviewed by COUNTY.

2. COUNTY shall administer, in accordance with the provisions of this agreement, all standards of the TRPA Code as applicable to the activities as authorized by this MOU.

COUNTY shall utilize the TRPA Project Review Conformance Checklist and Procedural Guidelines in its review of projects, as authorized by this MOU.

COUNTY shall coordinate with TRPA to determine whether there have been any previous TRPA actions with regard to the subject parcels and the effect of any such action on the pending applications.

3. COUNTY shall be authorized to collect application and mitigation fees, security deposits, and other designated fees on behalf of TRPA in accordance with fee schedules to be provided to COUNTY by TRPA. Such fee schedules shall be sufficient in detail to provide specific information concerning fee calculations to assist COUNTY in performing fee collection activities. Furthermore, COUNTY shall be authorized to retain a percentage of all application fees collected to offset COUNTY's costs of administering the provisions of this MOU. Such percentage shall be mutually agreed upon in writing by TRPA and COUNTY, and may be amended from time to time by mutual agreement of the Executive Director and the Chairman of the Board of Supervisors.

All mitigation fees collected by COUNTY on behalf of TRPA pursuant to this MOU shall be paid to TRPA on a monthly basis under procedures mutually agreed upon by the finance officers of the parties hereto.

4. The existing MOU between the COUNTY and TRPA shall remain in full force and effect.
5. Nothing in this MOU shall be construed to limit the authority of COUNTY to administer state or local regulations or to impose reasonable conditions of approval on any application. Further, nothing in this MOU shall be deemed to limit the land use regulatory powers of either COUNTY or TRPA.
6. The COUNTY and TRPA staff shall review quarterly the implementation of this MOU and shall report to their respective governing boards following such reviews.
7. In carrying out the intent of this MOU, COUNTY and TRPA shall adhere to all provisions contained within TRPA Code Chapter 38 relating to accounting and tracking of coverage, allocations, and any other applicable procedures. All project accounting and tracking shall be completed by COUNTY and transmitted to TRPA to be included in its permanent accounting and tracking records. In carrying out the provisions of this MOU, COUNTY shall utilize tracking forms provided by TRPA to record all inspections, verifications, and other project review activities. COUNTY shall submit completed tracking forms to TRPA on a monthly basis.

8. COUNTY shall perform compliance inspections to ensure that the residential projects and Qualified Exempt activities permitted under this MOU are constructed in accordance with the plans previously submitted and approved.

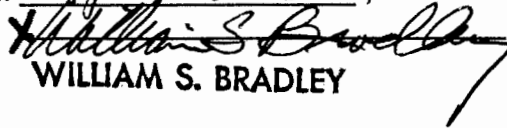
COUNTY shall have authority and responsibility to take any and all administrative steps to enforce the standards of the TRPA Code as authorized by this MOU, including the processing of Code violations involving unpermitted residential activities. Settlements of violations involving civil penalties must be approved by TRPA. If a violation cannot be resolved at the staff level, COUNTY shall contact TRPA to institute the formal notice of violation procedure.

9. Any activity set forth herein shall be considered a project requiring TRPA review if the Executive Director determines that, because of unusual circumstances or failure to comply with this MOU, the activity may have a substantial effect on the land, air, water, space, or any other natural resource of the region.
10. This MOU shall continue until sixty (60) days' written notice of termination is given by either party. Both parties hereby agree to cooperate in good faith to carry out the provisions of this MOU to achieve the objectives set forth in the Recitals herein.
11. None of the duties set forth in this MOU shall be assigned, transferred, or subcontracted by COUNTY without the prior written approval of TRPA.
12. Activities to be reviewed, permitted and enforced by the COUNTY :
  - a. Multi-person Dwellings (new, additions/modifications)
  - b. Nursing and Personal Care facilities (new, additions/modifications)
  - c. Residential Care facilities (new, additions/modifications)
  - d. Summer Homes (new, additions/modifications)
  - e. Minor Additions/Modifications to Tourist Accommodation Uses
  - f. Existing Use/Structure Verifications
  - g. Coverage Transfers
  - h. Unit of Use Transfers
  - i. Allocation Transfers
  - j. Development Right Transfers
  - k. Banking (coverage, units of use, residential development rights)
  - l. Temporary Activities
  - m. Temporary Uses
  - n. Temporary Structures
  - o. Signs
  - p. Lot Line Adjustments
  - q. Grading (minor and major)

Review by the County would be limited to only those projects identified in Chapter 4, Appendix A of the TRPA Code as staff level review. Any of the activities listed in Chapter 4, Appendix A as Hearings Officer or Governing Board level would be retained by the TRPA. Any project listed in the categories above requiring a higher level of environmental documentation than Categorical Exempt as defined under the California Environmental Quality Act (CEQA) shall automatically require TRPA review and

approval.

COUNTY OF EL DORADO

Dated: September 12, 2000  
  
WILLIAM S. BRADLEY

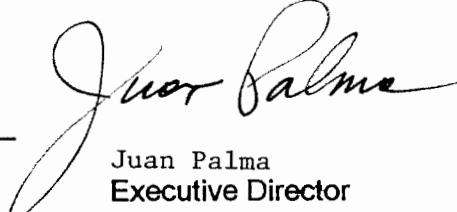
TAHOE REGIONAL PLANNING AGENCY

Dated: 10-26-00  
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ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By Margaret E. Moody  
DEPUTY  
9-12-2000

Chairman of the Board

  
Juan Palma  
Executive Director