

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TAHOE REGIONAL PLANNING AGENCY
and
US FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT
Regarding
FUELS REDUCTION AND FOREST HEALTH PROJECTS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the Tahoe Regional Planning Agency, hereinafter referred to as TRPA, and the U.S. Department of Agriculture, Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as FOREST SERVICE.

I. PURPOSE:

1. The purpose of this MOU is to direct and define the framework for cooperation between the Forest Service and TRPA in the review and implementation of fuels reduction and forest health projects on National Forest System lands within the jurisdiction of the Lake Tahoe Basin Management Unit.
2. This MOU supersedes portions of the 1989 MOU between TRPA and the Forest Service that relate to or affect the implementation of fuels reduction and forest health projects.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The Forest Service protects and manages approximately 166,000 acres of National Forest System lands within the Lake Tahoe Basin as directed by the National Forest Management Act (NFMA) and other federal authorities. A significant goal for managing these lands is the attainment and maintenance of a healthy forest environment. In order to achieve this goal, the Forest Service must be able to undertake projects aimed at reducing the risk of catastrophic wildfire.

The 1989 MOU between TRPA and the Forest Service is out of date with respect to current guidance and management practices related to fuels reduction management and the promotion of a healthy forest environment.

Over the past decade, addressing the threat of catastrophic wildfire in the wildland urban interface has become a top priority. A century of fire exclusion on National Forest System lands has interrupted the natural fire cycle and resulted in higher tree densities and greater fuels accumulations. The Gondola Fire in 2002 and the Angora Fire in 2007 exemplify the potential for disastrous wildfires in the Lake Tahoe Basin and highlight the need for aggressive fuels reduction and forest health projects.

As a consequence of the Angora fire, the Governors of California and Nevada created the California-Nevada Tahoe Basin Fire Commission (Commission). The Commission recommended "that the USDA Forest Service and the TRPA work cooperatively to revise their MOU with focus on exempting fuels reduction projects and associated supporting activities from TRPA review and

permit" in order to remove any unnecessary or unintended barriers to efficient planning and accomplishment of fuels management projects. Other recommendations from the Commission encouraged the Forest Service and the TRPA (along with other regulating and implementing agencies) to streamline permitting processes, and to promote innovative practices shown to be effective and environmentally sound.

The TRPA was created by the states of California and Nevada "to encourage the wise use and conservation of the waters of Lake Tahoe and the resources of the area around said lake." The Tahoe Regional Planning Compact (Compact) governs the actions of TRPA, and sets forth the authority of TRPA "to establish environmental threshold carrying capacities (thresholds) and to adopt and enforce a regional plan and implementing ordinances which will achieve and maintain such capacities" for the Tahoe Region.

In consenting to the Compact, Congress authorized the Forest Service to cooperate with TRPA in all respects compatible with carrying out its normal duties.

It is within this context that TRPA and the Forest Service seek to cooperate in facilitating projects that reduce forest fuel loads and improve forest health while maintaining and attaining applicable thresholds.

In consideration of the above premises, each party agrees as follows:

III. IT IS MUTUALLY UNDERSTOOD BY THE PARTIES:

1. This MOU sets out the duties of each agency with respect to fuels reduction and forest health projects;
2. Sections III.F.1., III.F.2., III.G.3, IV.1., and IV.2. of the 1989 MOU between the Forest Service and the TRPA as they relate to fuels reduction and forest health projects are hereby superseded by this MOU;
3. Each party will continue to work cooperatively to improve forest health and reduce the risk of catastrophic wildfire on National Forest System lands in the Lake Tahoe Basin.
4. Each party will continue to cooperate to address and implement the Findings and Recommendations in the Final California-Nevada Tahoe Basin Fire Commission Report with respect to permit streamlining and project implementation.
5. The Forest Service is in the process of revising the management plan that governs the land and water under its jurisdiction. The TRPA is also in the process of updating its regional plan for the Lake Tahoe Region. Each party recognizes that these revised plans may obviate the need for this MOU or require that the MOU be updated.
6. Each party will communicate to the other all changes, including those in their respective regulations, authorities, and management direction, that may affect the purpose and/or implementation of this MOU.
7. Each party recognizes that the existing regional and local forest plans that guide the management of Forest Service lands in the Lake Tahoe Region provide environmental protections and considerations that are consistent with the environmental protections in the TRPA Regional Plan for fuels reduction and forest health projects.

8. Each party recognizes that the analysis and disclosure required by the National Environmental Policy Act (NEPA) (including the Healthy Forest Restoration Act) for Forest Service fuels reduction and forest health projects are similar to the environmental analysis and documentation requirements of Article VII of the Compact. One distinction is the TRPA requirements to make findings that the project will avoid or reduce environmental effects to less than significant levels and will not cause the Tahoe Region's environmental threshold carrying capacities to be exceeded.

IV. THE FOREST SERVICE AGREES:

1. To conduct appropriate planning and analysis of all fuels reduction and forest health projects as required by federal law, including the HFRA, NFMA and NEPA. Any such analysis will include information needed to assess the findings regarding thresholds described in paragraph III.8 above.
2. To ensure that the TRPA is notified of projects and all opportunities to review public documents and provide comment on fuels reduction and forest health projects in accordance with the requirements of NEPA and Forest Service regulations and policy for public involvement.
3. To consider TRPA input on a project basis for opportunities where environmental effects may be avoided or reduced and TRPA thresholds may be improved or maintained.

V. THE TRPA AGREES:

1. To participate in the planning and analysis of fuels reduction and forest health projects in a manner consistent with applicable NEPA requirements and Forest Service and TRPA regulations and policy.
2. To identify environmental effects that may be avoided or reduced and thresholds that may be improved or maintained as part of implementation of Forest Service fuels reduction and forest health projects and to assist the Forest Service in meeting the findings regarding thresholds described in paragraph III.8 above, as evidenced by TRPA's submittal to the Forest Service of written concurrence or approval, as appropriate.

VI. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service or TRPA under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or TRPA from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of both the Forest Service and TRPA and shall remain in effect until amended or terminated. This MOU may be amended upon written request of either the Forest Service or

TRPA and the subsequent written concurrence of the other. Either the Forest Service or TRPA may terminate this MOU with a 60-day written notice to the other.

4. **RESPONSIBILITIES OF PARTIES.** Unless otherwise agreed or provided, the Forest Service and TRPA will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Contact	TRPA Contact
Mike LeFevre	Lyn Barnett
Planning Staff Officer, LTBMU	Branch Chief, Environmental Review Services, TRPA
35 College Drive	PO Box 5310
South Lake Tahoe, CA 96150	Stateline, NV 89449
Phone: 530-543-2840	Phone: 775-588-4547
FAX: 530-543-2693	FAX: 775-588-4527
E-Mail: mlefevre@fs.fed.us	E-Mail: lbarnett@trpa.org

6. **NON-FUND OBLIGATING DOCUMENT:** Nothing in this MOU shall obligate either the Forest Service or TRPA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and TRPA will require execution of separate agreements and be contingent upon the availability of appropriated or other funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

7. **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States or TRPA, their agencies, agents, officers, or any person.

8. **DISPUTE RESOLUTION.** Any dispute between TRPA and Forest Service staff over the interpretation or implementation of this MOU shall immediately be raised to the Principal Contacts (or their designated representatives) shown in VI.5. The Principle Contacts commit to resolving any such dispute expeditiously. Should resolution not be attainable at this level the issue will be reviewed by the LTBMU Forest Supervisor and the TRPA Executive Director.

9. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.



JOHN SINGLAUB
Executive Director
Tahoe Regional Planning Agency

1-14-09
Date



TERRI MARCERON
Forest Supervisor
US Forest Service
Lake Tahoe Basin Management Unit

1/14/2009
Date