



NEVADA DEPARTMENT OF  
**CONSERVATION &  
NATURAL RESOURCES**

**MEMORANDUM OF UNDERSTANDING  
FOR ESTABLISHMENT AND OPERATION OF THE  
TAHOE BI-STATE EXECUTIVE COMMITTEE AND THE CREATION OF THE  
NON-REGULATORY TAHOE SCIENCE ADVISORY COUNCIL  
FEBRUARY 12, 2015**

**1. PURPOSE AND GOALS**

By this Memorandum of Understanding (MOU), the California Natural Resources Agency and the Nevada Department of Conservation and Natural Resources, in coordination with the Tahoe Regional Planning Agency, seek to establish the parameters and scope of a bi-state scientific advisory council to promote and enhance the use of best available scientific information on matters of interest to both states, consistent with the allowances provided in California's SB 630 (2013). This includes the establishment and operation of a Bi-State Executive Committee (Committee), which shall be a non-profit public benefit corporation (501(c)(3)), whose purpose shall be to seek the use of the best available science to support restoration and conservation management decisions of interest to both the states of California and Nevada and the Lake Tahoe region consistent with this MOU. This MOU shall govern the scope of the Bi-State Executive Committee's authority to organize as a non-profit entity, in addition to California Public Resources Code section 6717.6.1.

The purpose of this MOU also includes creation and establishment of the Tahoe Science Advisory Council (Council), which shall be independent, advisory, and non-regulatory. The Council shall focus on providing objective research and scientific analysis that will help support decision-makers of both states meet their obligations to advance attainment of environmental thresholds, as provided in the Bi-State Compact (Attached as Exhibit A), and take any other action to promote awareness of sound science consistent with existing law of both the states and the Compact.<sup>1</sup>

Finally, the purpose of this MOU includes an agreement to collaborate with the existing Tahoe Interagency Executives (TIE) Steering Committee to include representation and collaboration with members from the newly formed Science Advisory Council so as to provide a forum for interaction between scientists and the agencies, stakeholders and participants in working groups.

**2. PARTIES AND AUTHORITIES**

**The California Natural Resources Agency (CNRA):** CNRA is a cabinet level entity whose mission is to restore, protect and manage California's natural, historical and cultural resources for current and future generations using creative approaches and solutions based on science, collaboration and respect for all the communities and interests involved. The CNRA is authorized pursuant to California Public Resources Code section 6717.6.1 to enter into and implement this Agreement.

**The Nevada Department of Conservation and Natural Resources (NDCNR):** NDCNR is a cabinet level entity whose mission is to conserve, protect, manage, and enhance Nevada's natural resources in order to provide the highest quality of life for Nevada's citizens and visitors. NDCNR is authorized by Nevada Revised Statutes 232.070 to enter into and implement this Agreement.

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<sup>1</sup> A diagram of the function of the Council is attached and incorporated by reference as Exhibit B.

### **3. DESIGNATION AND CHARTER**

There shall be created, upon appropriate organization under the non-profit laws of the State of California or Nevada, the Bi-State Tahoe Executive Committee under which shall be authorized the establishment of the Tahoe Science Advisory Council. (See, California Public Resources Code section 6717.6.1.)

### **4. MEMBERSHIP AND DUTIES**

#### **a. The Bi-State Executive Committee**

The Bi-State Executive Committee shall be comprised of an eleven (11) member body that includes the following:

- The Secretary of the California Natural Resources Agency, or his or her designee, to serve as co-chair;
- One member appointed by the Secretary of the California Natural Resources Agency who is employed by one of the resource management entities in the state of California;
- The Director of Nevada Department of Conservation and Natural Resources, or his or her designee, who would also serve as co-chair;
- One member appointed by the Director of the Nevada Department of Conservation and Natural Resources who is employed by one of the resource management entities in the state of Nevada;
- The Executive Director of the Tahoe Regional Planning Agency;
- Two members appointed by the University of California at the Vice Chancellor or equivalent level;
- Two members appointed by the Nevada System of Higher Education (including the University of Nevada, Reno and the Desert Research Institute) at the Vice President or equivalent level;
- One member appointed by the Regional Director of the United States Geological Survey; and
- One member appointed by the Regional Forester of the United States Forest Service.

**Duties:** The Bi-State Executive Committee shall meet at least once annually to review reports, updates, and recommendations from the Tahoe Science Advisory Council and the TIE Steering Committee, and to provide advice, support, and direction.

#### **b. The Tahoe Science Advisory Council**

The Tahoe Science Advisory Council (Council) shall include one (1) non-voting member appointed by the Secretary of the California Natural Resources Agency and one (1) non-voting member appointed by the Director of the Nevada Department of Conservation and Natural Resources. The Council shall also include two (2) voting members appointed from each of the following organizations:

- University of California, Davis;
- The University of California system;
- The University of Nevada, Reno;
- Desert Research Institute;
- The US Geological Survey; and
- The Pacific Southwest Research Station of the United States Forest Service.

The Council, in its discretion, may seek outside input to provide stakeholder perspective and expertise as is necessary.

The Council shall have a self-selected, rotating chair (or co-chairs). All Council recommendations shall be made to the State agencies through the Bi-State Executive Committee and/or the TIE Steering Committee, as those entities agree to agendaize and hear such recommendations. The Council should meet at least quarterly, in coordination with TIE Steering Committee, and may send representatives, as appropriate, to the TIE Steering Committee and any other interagency meetings or working groups as appropriate. The Council may also meet more than quarterly at its own discretion or at the request of the Bi-State Executive Committee or the TIE Steering Committee, if it is necessary to develop briefing materials, scientific analysis or synthesis, or formal recommendations.

The Council shall not replace or interfere with individual state, regional, or local agencies' ability or decision to contract directly with individual scientists (or research teams) to conduct specific research, nor shall it authorize work that would duplicate work already being performed by any local, regional, or state agency without prior authorization of the Bi-State Executive Committee.

**Duties:** The primary duties of the Council shall be to:

- provide independent advice to environmental managers based on the best available scientific information to inform decision-making;
- Identify emerging issues and their significance to the natural and human environments of the Tahoe Basin;
- Communicate the results of scientific research and investigations to inform policy;
- Promote independent peer reviews, workshops, and panels on programs; and
- Strengthen and maintain a partnership between the Tahoe Basin's key research institutions and resource management agencies.

The Council's initial tasks shall be determined by its members, in consultation with the Bi-State Executive Committee and the TIE Steering Committee, but may include activities such as providing advice, review, oversight, or scientific-based recommendations on the adequacy of TRPA's 151 thresholds, efforts to control and/or eradicate aquatic invasive species, and input on the development of a comprehensive monitoring plan for the Tahoe Basin, among other science-based projects.

**c. Coordination with the Tahoe Interagency Environmental (TIE) Steering Committee**

The TIE Steering Committee is a pre-existing body that includes membership appointed from key executive entities within the Tahoe Basin. Membership currently includes the following:

- Federal Government (USFS)
- State of California (California Tahoe Conservancy)
- State of Nevada (Nevada State Lands)
- Tahoe Regional Planning Agency (TRPA)
- Native American Tribal Governments (Washoe Tribe)
- Local Government (county government within the Tahoe Basin)
- Scientific Community (Tahoe Science Consortium)

- Local Stakeholders (Lake Tahoe Federal Advisory Committee)

The Parties anticipate that the TIE Steering Committee will continue to be chaired by the Tahoe Regional Planning Agency's Executive Director. The Parties agree to work together to help coordinate agenda development with the chair of the TIE Steering Committee. The Parties also agree to work collaboratively with the TIE Steering Committee so that it will consider including two voting members from the Tahoe Science Advisory Council.

**Duties:** The TIE Steering Committee shall continue to coordinate agency programs in the Tahoe Basin, improve coordination among Tahoe Basin resource managers and research scientists, prioritize projects within the Environmental Improvement Program, and identify priority issues for review by the Council. The Committee should meet at least quarterly.

**d. Environmental Improvement Program (EIP) Working Groups**

Either the Council or the TIE Steering Committee may, in its discretion, decide to form EIP Working Groups, as necessary. Such groups should be established at the direction of the Council or the TIE Steering Committee, and should be comprised of each agency involved in their respective EIP programs, members of the Council, as appropriate, and can include involvement of other non-government organizations, stakeholders and interested persons within the Tahoe Basin. The EIP Working Groups would develop work plans, coordinate implementation of EIP programs and recommend project priorities to the TIE Steering Committee.

**5. SCOPE OF AUTHORIZED ACTIVITY**

Any charter, bylaws or other rules or procedures duly adopted by the Tahoe Bi-State Executive Committee for its orderly administration during or upon its organization as a non-profit entity shall be consistent with and limited by the scope and objectives of this MOU. Failure of the Committee or any of its component bodies to be confined by or act consistently with the terms of this MOU shall result in that body being ineligible to receive funds appropriated pursuant to the authority provided in Senate Bill SB 630, 2013 (Pavley); California Public Resources Code section 6717.6.1.

The Council's primary goal is to engage in scientific analysis and scientific review that can inform decision-making and land use policies in the Tahoe Basin in a cohesive, objective, and non-partisan manner. To this end, the Council shall be advisory, non-regulatory, and shall not duplicate any scientific effort already being undertaken by public entities in the Tahoe Basin without the express authorization of the Bi-State Executive Committee.

The Council should not be designed or organized to pursue matters unrelated to immediate or identified public management needs. Rather, the Parties seek to promote the development of a body that will act as a unified location for the attainment of expertise in a broad range of scientific disciplines that implicate Tahoe Basin decision-making.

**6. FUNDING**

The Parties envision that this MOU shall provide the scope, criteria and requirements for the subsequent charter of the Bi-State Executive Committee as a non-profit entity, consistent with existing law, and the establishment of the Science Advisory Council. No funds are authorized or shall be

expended in pursuit of the objectives outlined in this MOU by any Party absent appropriation, and all such expenditures shall be discretionary. The Bi-State Executive Committee shall further be permitted to seek additional sources of project funding consistent with this MOU, its charter, and existing law.

**7. COPYRIGHTS**

Council Members who develop original works for the Council shall retain a non-exclusive copyright in that work, however, the Bi-State Executive Committee and the states of California and Nevada shall be deemed to automatically retain an irrevocable and unlimited license to publish, use, reproduce, and modify that work at no cost to itself or subsequent users so long as appropriate attribution is made relative to the original work. All Council Members shall be deemed to have reviewed this MOU and shall acknowledge in writing their acceptance of this requirement and its other terms prior to appointment to the Council.

**8. CONFLICTS OF INTEREST**

The Bi-State Executive Committee shall develop reasonable guidelines for reporting and disclosing gifts and other sources of income, and make those reporting guidelines publically available. These guidelines may permit members to rely on their State conflict of interest reporting forms and requirements, as applicable.

The Council shall file and disclose on the forms attached hereto as Exhibit C and these forms shall be kept on file by the California Natural Resources Agency and the Nevada Department of Conservation and Natural Resources for the Bi-State Executive Committee, and made available to the public upon request.

**9. OPEN MEETING REQUIREMENTS**

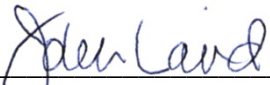
The Bi-State Executive Committee shall develop bylaws and determine when its operational meetings shall be open to the public, consistent with existing law. All other bodies shall comply with existing laws as applicable.

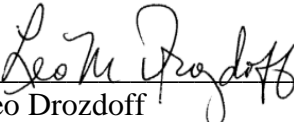
**10. INDEMNIFICATION**

The Parties agree to hold each other harmless and bear their own costs relative to any claims or damages arising from this MOU.

**11. TERMINATION**

This MOU may be terminated at any time by any Party with 60 days written notice to the other Parties, and with upon a showing of good cause may be terminated with 14 days written notice to the other Parties that provides the basis for such expedited termination.

  
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John Laird  
Secretary for Natural Resources  
State of California

  
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Director of Conservation and Natural Resources  
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