

Susan Wengraf
Councilmember District 6

CONSENT CALENDAR

November 14, 2023

To: Honorable Mayor and Members of the City Council
From: Councilmember Wengraf (Author), Mayor Arreguin (Co-Sponsor)
Subject: Memorandum of Understanding for East Bay Hills Regional Wildfire Prevention and Coordination

RECOMMENDATION

Adopt a resolution authorizing the City of Berkeley to enter into a Memorandum of Understanding (MOU) with other jurisdictions in Alameda and Contra Costa Counties to form a Wildfire Prevention Coordinating Group (WPCG) to improve regionwide collaboration to reduce wildfire risk.

FINANCIAL IMPLICATIONS

The City of Berkeley previously contributed \$4,000 as its share of funding for the creation of the MOU. WPCG members may implement dues to fund activities if agreed to by 100% of WPCG members.

CURRENT SITUATION

The WPCG's primary purpose will be to provide regional coordination among elected officials and policy support to fire chiefs and their staff to support:

- the development of model fire codes, and
- joint plans to reduce flammable vegetation and replace it with wildfire resistant vegetation where appropriate, and
- to identify and apply for state, federal or other funds to assist with wildfire risk mitigation activities, and
- to support planning for wildfire evacuations and response, especially where efforts cross jurisdictional boundaries between one or more of the Participating Agencies, and
- to work cooperatively to influence legislation at the State level to mitigate wildfire risk and to make wildfire safety a priority.

BACKGROUND

The risk of catastrophic wildfire is growing due to changing conditions driven by climate change. The Camp Fire, which swept through the town of Paradise in 2018, causing 85

deaths and destroying more than 18,000 buildings, was the deadliest and most destructive wildfire in California's history. The wildfire that swept across parts of Maui, destroying much of Lahaina on August 8, 2023, killed at least 97 people, making it one of the deadliest in the nation.

Wildfires can be so intense that the Berkeley Fire Department now advises residents in the Berkeley Hills to leave their homes in advance of Extreme Fire Weather, when forecasted wind speeds, temperature and low humidity produce *especially* risky conditions in Berkeley. A wildfire that gains enough momentum during these extreme conditions is virtually unstoppable until winds change. Embers flying ahead of a firestorm can easily ignite homes in areas of Berkeley outside of the hills. This occurred during the 2017 Tubbs Fire which raced through the Coffey Park neighborhood in Santa Rosa.

Given the growing danger of wildfire, a regional approach to mitigating risk is practical. Wildfire does not respect geographic boundaries so coordination and collaboration between jurisdictions is essential. City Council adopted a resolution on September 14, 2021 in support of considering a Joint Powers Authority (JPA) of more than 20 municipalities, counties, and fire districts in the East Bay Hills to facilitate coordination of wildfire safety and prevention.

For the past three years, Councilmember Wengraf, Mayor Arreguín and Fire Department Staff attended meetings to discuss the creation of a Joint Powers Authority. During those discussions, consensus grew that a JPA, which would create a new government entity, was unnecessary. Instead, participants agreed to establish a coordinating group via a MOU. A smaller working group was established to draft the MOU. Berkeley was well represented in the working group.

On June 28, 2023, public officials representing 28 jurisdictions met to discuss the final draft of the MOU. Since, the City Attorney, Fire Chief, Mayor and Councilmember Wengraf have all reviewed and approved the MOU. The next step is for Council to approve the MOU.

After approval of the MOU by all participating agencies, the first meeting of the new Wildfire Prevention and Coordination Group (WPCG) will be scheduled.

ENVIRONMENTAL SUSTAINABILITY

Wildfire has an enormously negative impact on environmental sustainability and climate change. The World Health Organization states that, "Wildfire smoke is a mixture of hazardous air pollutants, such PM_{2.5}, NO₂, ozone, aromatic hydrocarbons, or lead. In addition to contaminating the air with toxic pollutants, wildfires also simultaneously impact the climate by releasing large quantities of carbon dioxide and other greenhouse gases into the atmosphere." This regional MOU to coordinate wildfire prevention strategies will reduce the chances of catastrophic wildfire in the East Bay Hills.

CONTACT PERSON

Councilmember Wengraf

Council District 6

510-981-7160

Attachments:

1: Resolution

2: MOU for adoption

3: 2021.0914 Resolution Expressing Conceptual Support for JPA

2: List of all attendees at the June 28 Stakeholders meeting

3: Presentation from the June 28 meeting

RESOLUTION NO. ##,###-N.S.

EAST BAY HILLS REGIONAL WILDFIRE PREVENTION AND COORDINATION MOU

WHEREAS, the risk of catastrophic wildfire is growing due to changing conditions driven by climate change; and

WHEREAS, wildfire's frequency and intensity demand regional wildfire prevention strategies and actions to keep residents safe; and

WHEREAS, the Berkeley City Council adopted a resolution on September 14, 2021 in support of considering a Joint Powers Authority (JPA) among more than 20 municipalities, counties, and fire districts in the East Bay Hills to facilitate coordination of wildfire safety and prevention; and

WHEREAS, Councilmember Wengraf, Mayor Arreguín and Fire Department staff attended these meetings, ultimately agreeing to establish a coordinating group, the *Wildfire Prevention Coordinating Group*, via a Memorandum of Understanding as an alternate structure to a JPA.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley approves the *Memorandum of Understanding for Coordination of Wildfire Prevention Activities to Protect the East Bay Hills in Alameda and Contra Costa Counties*.

Exhibits
A: MOU

**MEMORANDUM OF UNDERSTANDING FOR COORDINATION OF WILDFIRE
PREVENTION ACTIVITIES TO PROTECT THE EAST BAY HILLS IN ALAMEDA AND
CONTRA COSTA COUNTIES**

This Memorandum of Understanding ("MOU") is entered into as of _____, 2023, (the "Effective Date") by and between the following agencies (referred to herein individually as a "Participating Agency" and collectively as the "Participating Agencies"):

[[List of agencies]]; and any other New Participating Agency in accordance with Section 4 of this MOU.

Recitals

A. The East Bay Hills along the border of Alameda and Contra Costa Counties, and extending north to Hercules and south to Fremont, is a high wildfire risk zone. As wildfires do not respect political boundaries, fire prevention and vegetation management are regional efforts that require coordination among the many jurisdictions, fire districts, and other regional agencies in the East Bay wildfire zone.

B. While there are strong regional coordinating efforts that have been long established, the pace of climate change and its impacts to wildfire in the region call for more coordination at the governing body level. With support from community organizations concerned with wildfire prevention, a group of public officials representing the counties, municipalities and fire districts in the East Bay Hills has come together to form a structure for elected officials to meet their common goals regarding regional wildfire prevention, including providing governance and policy support towards regional efforts to lobby for legislation and funding, improve grant funding and wildfire hazard reduction, resulting in the development, execution and implementation of this MOU. This group desires for the Counties of Alameda and Contra Costa, together with all municipalities and fire districts in the East Bay Hills that include areas in high wildfire risk zones, as determined by the California Department of Forestry and Fire Protection (CAL FIRE), to sign this MOU.

C. Each of the Participating Agencies performs wildfire prevention activities, including but not limited to adopting and implementing fire codes; enforcing weed/overgrown vegetation hazard abatement standards; planning, coordinating and applying for local and regional grants, implementing wildfire hazard identification and mitigation programs; and engaging in separate and joint wildfire emergency response planning.

D. Staff members of certain Participating Agencies currently work together on common endeavors, particularly within Contra Costa County and within Alameda County. These efforts are expected to continue. The Participating Agencies desire to better coordinate these activities at both the governing body and staff levels to improve their efficacy and efficiency, with the shared goal of increasing each Participating Agency's respective level of service to the residents and property owners in the region.

E. In furtherance of this goal, the Participating Agencies desire to create and benefit from opportunities for cross-agency governing body communication and cooperation related to wildfire prevention in the East Bay Hills, without altering any of the Participating Agencies' jurisdictional boundaries, existing cooperative efforts at the staff or Board/Council levels, or create new legal authorities.

F. The Counties of Alameda and Contra Costa are subdivisions of the State of California with responsibility for adopting and enforcing Fire Codes within all unincorporated

areas of the County, though separate fire protection districts and municipalities provide fire prevention and suppression services throughout the entire County.

G. The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties with responsibility for providing fire prevention and fire and emergency response services within their respective jurisdictions, whether directly or by contract with a local fire protection district.

H. The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties in which fire prevention and fire and emergency response services are provided by local fire protection districts.

I. Each of the counties listed in Recital F, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within the unincorporated portions of its respective jurisdiction.

J. Each of the municipalities listed in Recitals G and H, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within its respective jurisdiction.

K. The [list of fire protection districts] Districts are organized under the Fire Protection District Law of 1987 (Health & Safety Code § 13800 et seq.) to provide fire prevention and suppression services within their jurisdictions within portions of Alameda and Contra Costa Counties.

NOW THEREFORE, the Participating Agencies agree as follows:

1. **Shared Intent.** The Participating Agencies desire to collaborate on strategies and activities to minimize wildfire hazards in the East Bay Hills by:

A. Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing model fire codes.

B. Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing and implementing joint plans to reduce flammable wildland vegetation and replace it with wildfire resistant vegetation where appropriate.

C. Working with regional partners including the Hills Emergency Forum and local fire chiefs to identify and apply for state, federal or other funds to assist with wildfire risk mitigation activities including (but not limited to) risk identification, planning, and vegetation removal from public and private lands, protecting sensitive wildlife habitats and native plant landscapes, and supporting private property owners to implement home hardening activities.

D. Supporting the planning and coordination efforts of fire chiefs and their staff to plan wildfire evacuations and response, especially where these efforts cross jurisdictional boundaries between one or more of the Participating Agencies.

E. Working cooperatively to influence legislation at the State level to support resources and policies to mitigate wildfire risk and to make wildfire safety a priority.

2. **Term of Agreement.** The term of this MOU will commence on _____, 20_ and continue unless terminated pursuant to Section 7, below.

3. **Co-operative Structure: East Bay Hills Regional Wildfire Prevention Coordinating Group.** The Participating Agencies agree to form an East Bay Hills Regional Wildfire Prevention Coordinating Group (WPCG) as described below. The WPCG's responsibilities will be executed in a manner consistent with the Participating Agencies' individual fire prevention responsibilities.

A. **WPCG Members.**

Each Participating Agency will appoint one member and one alternate from its governing body to serve on the WPCG. More specifically, all WPCG members and alternates shall be elected or appointed members of Boards of Supervisors, City or Town Councils, Boards of Directors, or a functional equivalent. Upon authorizing execution of this MOU, each Participating Agency will endeavor to identify its member and alternate within two months. A quorum of the WPCG will consist of representatives of 50% plus one of the Participating Agencies

B. **Principles.** The WPCG will adhere to the following principles:

- i. Each member of the WPCG commits to actively advance the Shared Intent described in Section 1 of this MOU.
- ii. The WPCG will provide a means of coordination, information sharing and peer review concerning means of accomplishing the Shared Intent described in Section 1 of this MOU.
- iii. Signing this MOU and appointing a member to the WPCG does not obligate any Participating Agency to include other Participating Agencies in their individual wildfire prevention and risk mitigation activities.

C. **Duties.** The WPCG will undertake the following duties:

- i. Hold open and public meetings in accordance with a regular meeting schedule established by the WPCG, not less than quarterly.
- ii. Establish goals, procedures and programs, as necessary, for accomplishing the Shared Intent outlined in Section 1 of this MOU.
- iii. Designate a Fiscal Agent, as further described in Section 3.F, and provide policy oversight, advice and direction to the Fiscal Agent.
- iv. Develop and implement a plan for staff support of WPCG activities and objectives, whether provided by members from one or more Participating Agency, or one or more other consulting entities hired the WPCG (such as private companies, other public entities, community-based organizations, or other non-profit organizations).
- v. Propose a dues structure to fund WPCG activities, and implement if so agreed by 100% of WPCG members.
- vi. Apply for grants or other funds that may become available for joint use by the Participating Agencies, if so agreed by the WPCG members.
- vii. In the event that either (i) a dues structure is instituted, or (ii) grants or other funds are received: Adopt, monitor and revise a budget for expenditure or distribution of such funds on an annual basis (or other timeframe established by the WPCG,

taking into account the life cycle of various grants and Participating Agency contributions). The budget will generally outline the staffing assignments and resources needed to accomplish the funded projects.

D. **Chair.** At the first meeting of each calendar year, the WPCG will elect a Chair for purposes of facilitating meetings of the WPCG and overseeing development of the agenda, with whatever assistance the Chair requires.

The Chair also may create a stakeholder advisory group consisting of individuals such as representatives of other public agencies, Firesafe Councils, neighborhood or other community-based organizations, and other organizations owning land and/or serving communities of residences and businesses in the East Bay Hills wildfire zone.

E. **Decision Making.** Except where otherwise noted in this MOU, the WPCG shall make decisions only with an affirmative vote of a majority of the WPCG members (or their alternates, in the members' absence). Additional decision-making procedures may be established by the WPCG as needed.

F. **Designation of a Fiscal Agent.** The WPCG will designate one of the Participating Agencies to serve as the WPCG's "Fiscal Agent," in which role that entity will (i) serve as the WPCG treasurer and (ii) enter into contracts on behalf of the WPCG. The WPCG will review the designation of the Fiscal Agent not more often than once every three years and with at least six months of time for the then-current and newly-selected agencies to prepare for the transition. The selection is subject to approval by the governing body of the newly-selected entity. In the event of a new designation and approval of the governing body of the newly-selected Fiscal Agent, the then-current and newly-selected Fiscal Agents will seek approval from their governing bodies to (i) transfer funds or access to WPCG accounts to the new Fiscal Agent, (ii) assign all outstanding WPCG-required contracts to the new Fiscal Agent, and (iii) take such other actions as may be necessary or convenient to effect the transition of the Fiscal Agent role. The WPCG will establish a process for reimbursing the Fiscal Agent for its actual costs and expenses accrued in performing its duties under this MOU, including for staff time based on then-current hourly rates of compensation.

4. **Addition of Participating Agencies.** Additional municipalities, special districts, and other public agencies may become Participating Agencies after obtaining approval of (a) their governing bodies, and (b) the WPCG. Any additional Participating Agency must evidence its agreement to the terms of this MOU, or a subsequent restatement of this MOU, by executing a signature page in the same form used by the original Participating Agencies and accepting the then-current terms of this MOU. Counter-signature by only the Fiscal Agent is required for the additional Participating Agency to be bound by the terms of this MOU with all other signatories to this MOU.

5. **Employment of Personnel.** The employees of each Participating Agency coordinating services pursuant to this MOU are not, and shall not be deemed, employees of any of the other Participating Agencies for any purpose. Each Participating Agency shall be solely responsible for all salary, benefits, workers' compensation, and insurance for its personnel providing services pursuant to this MOU, and said personnel shall be considered solely employees of the Participating Agencies for all supervisory, disciplinary and other employment related purposes.

6. **Litigation Support.** The Participating Agencies will make their employees available to testify in any litigation brought regarding work performed under this MOU. Should a Participating Agency request that another Participating Agency's employees testify in litigation

following the termination of this MOU, the requesting Participating Agency shall compensate the Participating Agency that is fulfilling the request for employees' costs and expenses in preparing for, traveling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by the requesting Participating Agency or is based solely on allegations of the Participating Agency's negligent performance or wrongdoing.

7. **Termination or Withdrawal.** At any time and without cause, a Participating Agency may terminate its participation in this MOU by giving sixty (60) days' prior written notice to the other Participating Agencies.

8. **Indemnification.** Each of the other Participating Agencies will jointly indemnify, and hold harmless the Fiscal Agent and its directors/councilmembers/supervisors, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Participating Agency) when arising out of performance of this MOU.

The indemnifying Participating Agencies' obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Participating Agencies must, at their expense, satisfy and discharge the same.

This Section 8, Indemnification, will survive termination or expiration of this MOU.

9. **General Provisions.**

A. **Not a Joint Venture or Joint Powers Authority.** The Participating Agencies intend by this MOU to establish only a coordinating arrangement with regard to their respective individual and joint fire prevention activities, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise at this time.

B. **No Third-Party Beneficiary.** This MOU is only for the benefit of the Participating Agencies as corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties. This MOU does not entitle any third party or parties to any right, benefit, position, or right of action of any kind for any reason whatsoever.

C. **Notices.** All written notices required or permitted to be given under this MOU will be deemed made when received by the other party or parties at its/their respective address(es) as indicated on its/their Signature Page(s), attached at the end of this MOU.

D. **Waiver.** No failure on the part of any Participating Agency party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Participating Agency may have hereunder, nor does waiver of a breach or default under this MOU constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

E. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which constitute a single instrument.

F. **Severability.** If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected

thereby, and each other provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

G. **Amendment.** No modification, waiver, mutual termination, or amendment of this MOU is effective unless made in writing and signed by all of the Participating Agencies.

H. **Disputes.** In any dispute over any aspect of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs.

I. **Governing Law.** This MOU, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of Alameda or Contra Costa County.

J. **Existing Agreements.** This MOU supplements, and does not replace, any prior or future agreements between any two or more Participating Agencies, including for contracted, shared or cooperative fire prevention and/or emergency medical services .

IN WITNESS WHEREOF, the parties have caused this MOU to be executed effective as of the day and year first above written.

[[SIGNATURE PAGES FOR EACH SIGNATORY AGENCY]]

RESOLUTION NO. 70,029-N.S.

EXPRESSING CONCEPTUAL SUPPORT FOR THE FORMATION OF AN EAST BAY
WILDFIRE PREVENTION AND VEGETATION MANAGEMENT JOINT POWERS
AGENCY

WHEREAS, historic wildfires throughout California and the Western United States in recent years demonstrate that the impacts of global climate change will continue to have potentially devastating effects throughout the region; including loss of life, loss of property, economic impacts, infrastructure damage, and public health hazards associated with air quality, among others; and

WHEREAS, reactive approaches to fire management and containment are deployed during times of crisis and overextend local and state resources; and

WHEREAS, the spread of wildfire does not respect political or jurisdictional boundaries; burn areas and air quality impacts from smoke extend throughout the region; and

WHEREAS, a large portion of the East Bay region, including the East Bay Hills from Hercules to Fremont are a designated high-risk fire hazard zone by the State Agency CALFIRE; and

WHEREAS, a more coordinated approach and investment in wildfire prevention and vegetation management may help to mitigate the number and severity of wildfire events; and

WHEREAS, regional coordination may prove both more effective and more efficient in developing and implementing best practices, as well as sharing expertise and other resources; and

WHEREAS, the East Bay contains more than 33 municipalities, numerous unincorporated communities, and fire and special districts, that may all benefit from a coordinated fire management approach; and

WHEREAS, a regional initiative has been launched to form a Joint Powers Authority (JPA) bringing together cities, counties, and jurisdictions from throughout the East Bay to pursue coordinated planning and funding for vegetation management and fire prevention; and

WHEREAS, participating in planning and development of a JPA will be beneficial for the City of Berkeley to access and leverage state and federal resources for vegetation management and pursue coordinated projects to reduce fire risk in the East Bay Hills.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Berkeley agrees to be involved and participate in presentations, meetings, and negotiations to consider, in concept, the formation of a regional Vegetation Management Joint Powers Agency to address and improve fire safety in the East Bay.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

The foregoing Resolution was adopted by the Berkeley City Council on September 14, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numalville, City Clerk

Agency/Jurisdiction	Name	Title
Alameda County	Ali Abbors	Planner III
Alameda County	Shahidah Williams	Public Protection Policy Associate
Alameda County Fire Department	Willie McDonald	Fire Chief
Alameda County LAFCO	Rachel Jones	Executive Officer
Alameda County Resource Conservation District	Katherine Boxer	Chief Executive Officer
Bay Area Air Quality Management District	Dan Meer	Manager, Special Projects
Bay Area Council	Abby Raisz	Research Manager
Bay Area Council Economic Institute	Patrick Kallerman	Vice President of Research
CalFire	Ed Orre	Division Chief
Caltrans	Leah Budu	Principal Transportation Engineer
City of Alameda	Nicholas Luby	Fire Chief
City of Albany	James Boito	Fire Chief
City of Berkeley	Anthony Rodriguez	Legislative Aide
City of Berkeley	Chris Pinto	Assistant Fire Chief
City of Berkeley	Dan Green	Assistant Fire Chief
City of Berkeley	David Sprague	Fire Chief
City of Berkeley	Susan Wengraf	Councilmember
City of El Cerrito	Karen Pinkos	City Manager
City of El Cerrito	Paul Fadelli	Councilmember
City of Fremont	Allen DeMers	Assistant to the City Manager
City of Fremont	Heather Mozdean	Deputy Fire Chief, Training & EMS
City of Hayward	Kelly McAdoo	CITY MANAGER
City of Hercules	Dante Hall	City Manager
City of Hercules	Tim Rood	Community Development Director
City of Moraga	Scott Mitnick	Town Manager
City of Oakland	Joe DeVries	Deputy City Administrator
City of Oakland	Keara Odoherty	City Council
City of Orinda	David Biggs	City Manager
City of Piedmont	Dave Brannigan	Fire Chief
City of Pinole	Andrew Murray	City Manager
City of Pinole	James Parrott	Fire Consultant
City of Pinole	Maureen Toms	Councilmember
City of Richmond	Angel Montoya	Fire Chief
City of Richmond (District 5)	Gayle McLaughlin	Council Member
Claremont Canyon Conservancy	Jon Kaufman	President, Board of Directors
Contra Costa County	Edgar Rosales	District Coordinator (John Gioia)
Contra Costa County	Robert Rodgers	District Coordinator (John Gioia)
Contra Costa County (District 2)	Jill Ray	Field Representative (Candace Andersen)
East Bay Municipal Utilities District	Scott Hill	Manager, Watershed and Recreation
East Bay Regional Park District	Aileen Theile	Fire Chief
El Cerrito	Eric Saylor	Fire Chief
Hanson Bridgett	Shayna van Hoften	Attorney
Kensington Fire	Larry Nagel	Secretary
Livermore-Pleasanton Fire Department	Jason Solak	Deputy Fire Chief
Livermore-Pleasanton Fire Department	Kim Colantuono	Assistant Fire Marshal
Livermore-Pleasanton Fire Department	Ryan Rucker	Fire Marshal

Agency/Jurisdiction	Name	Title
Moraga-Orinda Fire District	Dave Winnacker	Fire Chief
Oakland Fire Department	Matthew Nichelini	Assistant Chief of Fire Department
Oakland Firesafe Council	Ken Benson	President
Oakland Firesafe Council	Lisa Jacobs	Secretary
Oakland Firesafe Council	Sue Duncan	Public Member
PlaceWorks	David Early	Senior Advisor
Renne Public Law Group	Rubin Cruse	Attorney
Rodeo-Hercules Fire District	Rebecca Ramirez	Fire Chief
Rodeo-Hercules Fire District	Tammy Tomas	Administrative Assistant
San Ramon Valley Fire Protection	Lance Maples	Division Chief
West Contra Costa Fire Safe Council	Soheila Bana	President
	Dick Schneider	
	Marco Sherman	
	Pedro Ruiz	
	Skyler Dias	



Meeting Agenda

June 28, 2023

- 1. Welcome**
- 2. Presentation**
- 3. Question & Answer**
- 4. Next Steps**

Photo credit: Julia Sumangil Photography

Guiding Principles for a Regional Approach to Wildfire Prevention

Increasing Threats

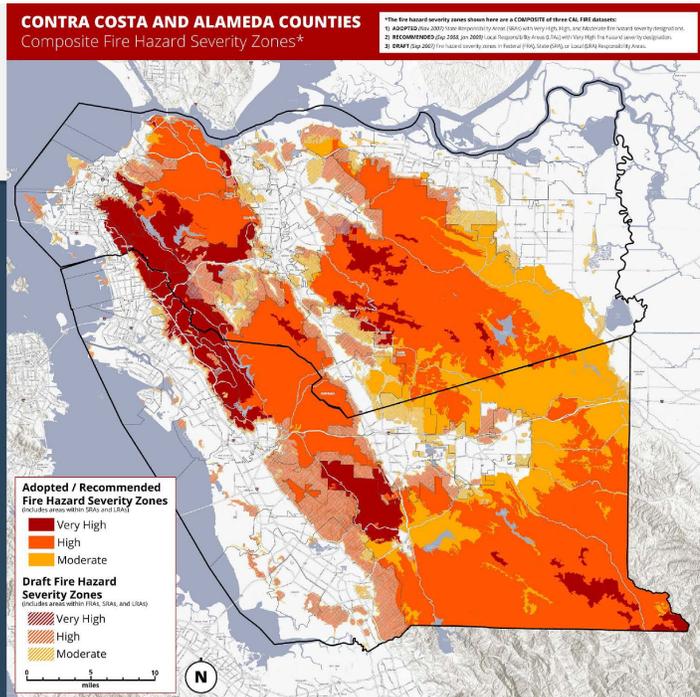
In the face of increasing threats from wildfire, it is time for a new, more effective, regional approach to keep residents safe.

Regional Issue

Wildfires do not respect political boundaries so fire prevention and vegetation management should be regional efforts.

Difficult to Coordinate

Coordinating among the many jurisdictions is a challenge without a specialized mechanism



Existing Wildfire Prevention Activities

- » Hills Emergency Forum (HEF)
- » Regional Priority Plan (RPP)
- » Community Wildfire Protection Plan (CWPP)
- » EBRPD Wildfire Risk and Fine Scale Vegetation Mapping
- » East Bay Regional Communication System Authority

Gaps in Wildfire Prevention Activity Coordination

- » **Coordination exists for wildfire suppression, but not for prevention**
- » **Increased attention needed in WUI areas**
- » **No dedicated staff for regional wildfire prevention coordination**
- » **No interjurisdictional framework for policy making**
- » **Uneven enforcement of vegetation management regulations and state fire code**
- » **State and federal grant procurement could be optimized through regional coordination, support for smaller jurisdictions**

Our Work to Date

- » **2019-2021:** Oakland Firesafe Council (OFC) and affiliated organizations began fundraising and coordination of this current effort
- » **December 2021:** First meeting of 25+ agency officials
- » **Summer 2022:** Agreement to work towards MOU
- » **Fall 2022:** OFC retains Hanson Bridgett law firm to draft MOU
- » **Dec 2022:** Draft MOU is presented to Working Group
- » **Spring 2023:** Draft MOU is revised with input from Working Group
- » **June 2023:** Working Group agrees to present revised Draft MOU to agency representatives and make public

Funding Partners Supporting MOU Development

- » Bay Area Air Quality Management District
- » Donner Family Fund
- » State Coastal Conservancy grant with the Bay Area Council Economic Forum
- » CSAA Insurance Group
- » PG&E
- » Additional contributions from individuals and neighborhood groups in the East Bay Hills
- » Alameda County
- » Contra Costa County
- » City of Berkeley
- » City of Oakland
- » City of Richmond
- » City of Pinole
- » Moraga-Orinda Fire Protection District

Working Group Members

Alameda County

Office of Supervisor **Keith Carson**, Fire Chief **William McDonald**

Contra Costa County

Office of Supervisor **John Gioia**, Fire Chief **Lewis Broschard**

City of Berkeley

Councilmember **Susan Wengraf**, Assistant Fire Chief **Dan Green**

City of Oakland

Deputy City Administrator **Joe DeVries**,
Deputy Fire Chief **Damon Covington**/Fire Chief **Reginald Freeman**

City of Pinole

Mayor Pro Tem **Maureen Toms**

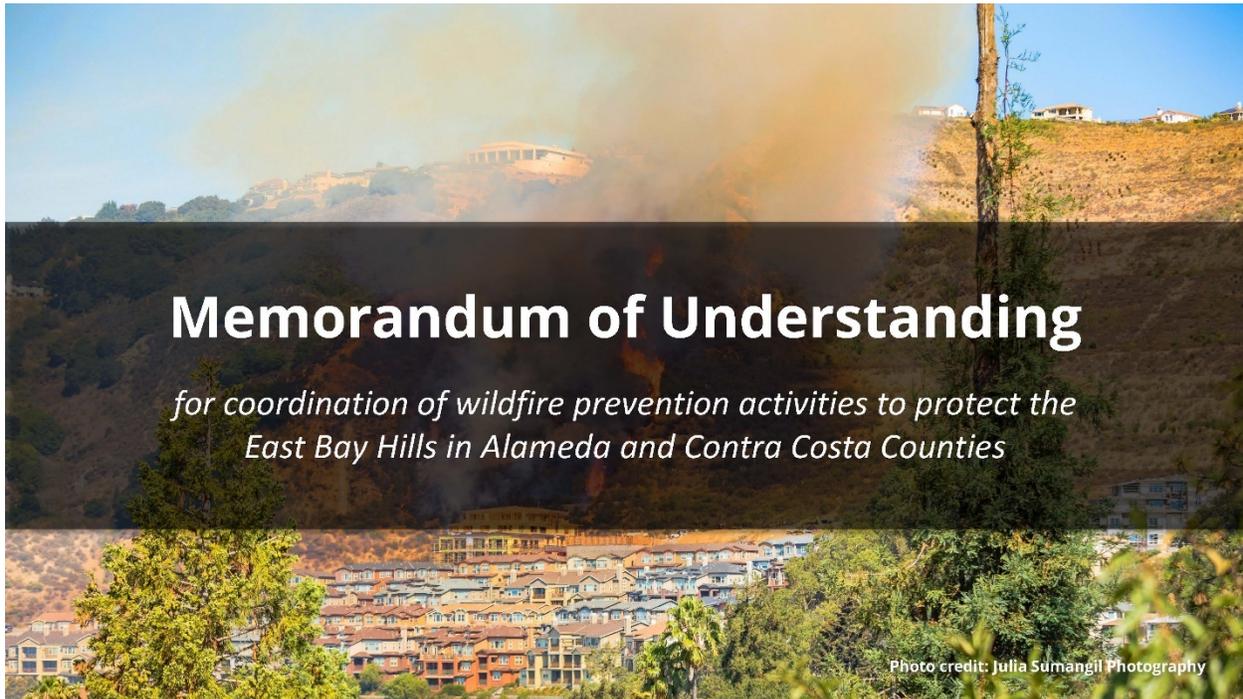
City of Richmond

Councilmember **Gayle McLaughlin**, Fire Chief **Angel Montoya**

Moraga-Orinda Fire Protection District

Fire Chief **Dave Winnacker**

Photo credit: Julia Sumangil Photography



Memorandum of Understanding

*for coordination of wildfire prevention activities to protect the
East Bay Hills in Alameda and Contra Costa Counties*

Photo credit: Julia Sumangil Photography

Recitals

- » Highlights the high wildfire risk in the East Bay Hills area
- » Emphasizes the need for regional coordination among jurisdictions, fire districts, and regional agencies
- » Formation of a group of public officials representing the counties, municipalities, and fire districts
- » Common goals regarding regional wildfire prevention

Recitals, Continued

- » **Description of the wildfire prevention activities performed by Participating Agencies**
- » **Current collaboration efforts within counties, but limited coordination across county lines**
- » **Desire to improve coordination and enhance efficacy and efficiency of activities**
- » **Shared goal of increasing each Participating Agency's level of service to residents and property owners**

Recitals, Continued

- » **Desire to create opportunities for cross-agency communication and cooperation**
- » **No alteration of jurisdictional boundaries, cooperative efforts, or legal authorities**
- » **Description of responsibilities of the counties, municipalities, and fire protection districts**
- » **Ratification and enforcement of Fire Codes within respective jurisdictions**

Shared Intent

- » **Collaboration strategies and activities to minimize wildfire hazards in the East Bay Hills**
- » **Assisting in the development of model codes for fire prevention**
- » **Joint plans for vegetation management and wildfire-resistant vegetation**
- » **Partnering to apply for state, federal, and other grant funds**
- » **Planning for wildfire evacuations and response across jurisdictions**

Co-operative Structure



**East Bay Hills
Regional Wildfire
Prevention Coordinating
Group (WPCG)**

Formation and Composition

- » **Each Participating Agency appoints one member and one alternate from its governing body**
- » **Members and alternates are elected or appointed officials**

Principles and Duties

- » **Hold open and public meetings**
- » **Establish goals, procedures and programs**
- » **Designate a Fiscal Agent**
- » **Develop and implement a plan for staff support**
- » **Institute a dues structure**
- » **Apply for grants and other funds**
- » **Adopt an annual budget**

Decision Making Process

- » Decision making requires an affirmative vote of the majority
- » Quorum requires representatives from 50% plus one of the Participating Agencies
- » Additional decision-making procedures may be established

NEXT STEPS

- » Review today
- » Edits if needed
- » Ratification by City Councils, Boards of Supervisors and Fire District Boards



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