

Attachment B
MOU Amendment #1

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[DRAFT]
AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING
IN SUPPORT OF MONTEREY COUNTY FIRE WARDEN OFFICE

This Amendment No. 1 to Memorandum of Understanding In Support of Monterey County Fire Warden Office (“Amendment No. 1”) is hereby made and entered into by and among the County of Monterey, California Department of Forestry and Fire Protection (“CAL FIRE”), Fire Safe Council of Monterey County, and fire protection districts, departments and brigades located within the unincorporated areas of Monterey County (collectively, the “Partnering Agencies” or “Parties”; individually, “Partnering Agency” or “Party”).

RECITALS

A. The Partnering Agencies entered into Memorandum of Understanding In Support of Monterey County Fire Warden Office (“MOU”) on or around November 8, 2011.

B. The MOU generally addressed the agreement by and among the Partnering Agencies to support the re-establishment of the Monterey County Fire Warden Office and to appoint Chief Rick Hutchinson of CAL FIRE, or his delegate, as the County Fire Warden and Fuel Mitigation Officer in order to aid in enforcing all fire-related laws and ordinances and to provide and support fire prevention activities within the unincorporated territory that is not within a local fire district jurisdictional area.

C. The Partnership Agencies desire to create an organizational structure for the Monterey County Fire Warden Office to further the purpose of the MOU. Specifically, the Partnership Agencies find an organizational structure necessary to coordinate systematic and comprehensive fire prevention and protection activities throughout Monterey County; to support and streamline citizen-driven fire prevention and protection projects to ensure their compliance with federal, state and local laws and regulations; and to increase Monterey County’s ability to seek out, apply for and obtain grant funding for fire prevention and protection activities.

AGREEMENT

NOW, THEREFORE, the Partnering Agencies agree as follows:

1. The Partnership Agencies support the organizational structure of the Monterey County Fire Warden Office, as depicted in the chart attached hereto and incorporated herein as Exhibit A, to aid in enforcing all fire-related laws and ordinances and to provide and support fire prevention activities within the unincorporated territory that is not within a local fire district jurisdictional area. Specifically, the Partnering Agencies acknowledge and support the following:
 - a. A representative to be appointed by Monterey County Fire Chiefs Association to coordinate and facilitate communication by and between the Monterey

County Fire Warden Office, Monterey County Fire Chiefs Association and individual fire districts, departments and brigades;

- b. Fuel Mitigation Taskforce to coordinate and facilitate communication by and between the Monterey County Fire Warden Office and the residents of Monterey County;
 - c. Appointment of Jonathan Pangburn, or his delegee, as the Monterey County Fire Warden and Fuel Mitigation Officer;
 - d. Utilization of the Fire Prevention Benefit Fee collected from the State Responsibility Area (SRA) to fund newly created Fuel Mitigation Project Coordinator and Defensible Space Inspector positions by CAL FIRE;
 - e. Creation of new Fire Captain position by CAL FIRE for pre-fire planning & plan checking;
 - f. Creation of new Battalion Chief position funded partially or wholly by application fees collected by Monterey County for Fire Code-related education, planning and inspections;
 - g. Creation of new Forester I position by Monterey County for grant writing and project coordination; and
 - h. Amended and restated Duty Statement for Monterey County Fuel Mitigation Officer, which is attached hereto and incorporated herein as Exhibit B.
2. The term of the MOU, as amended, will be extended for another two (2) years and shall automatically renew for two-year terms until such time the MOU is dissolved by mutual agreement.
 3. Except as specifically amended and modified herein, all other provisions of the MOU remain the same.

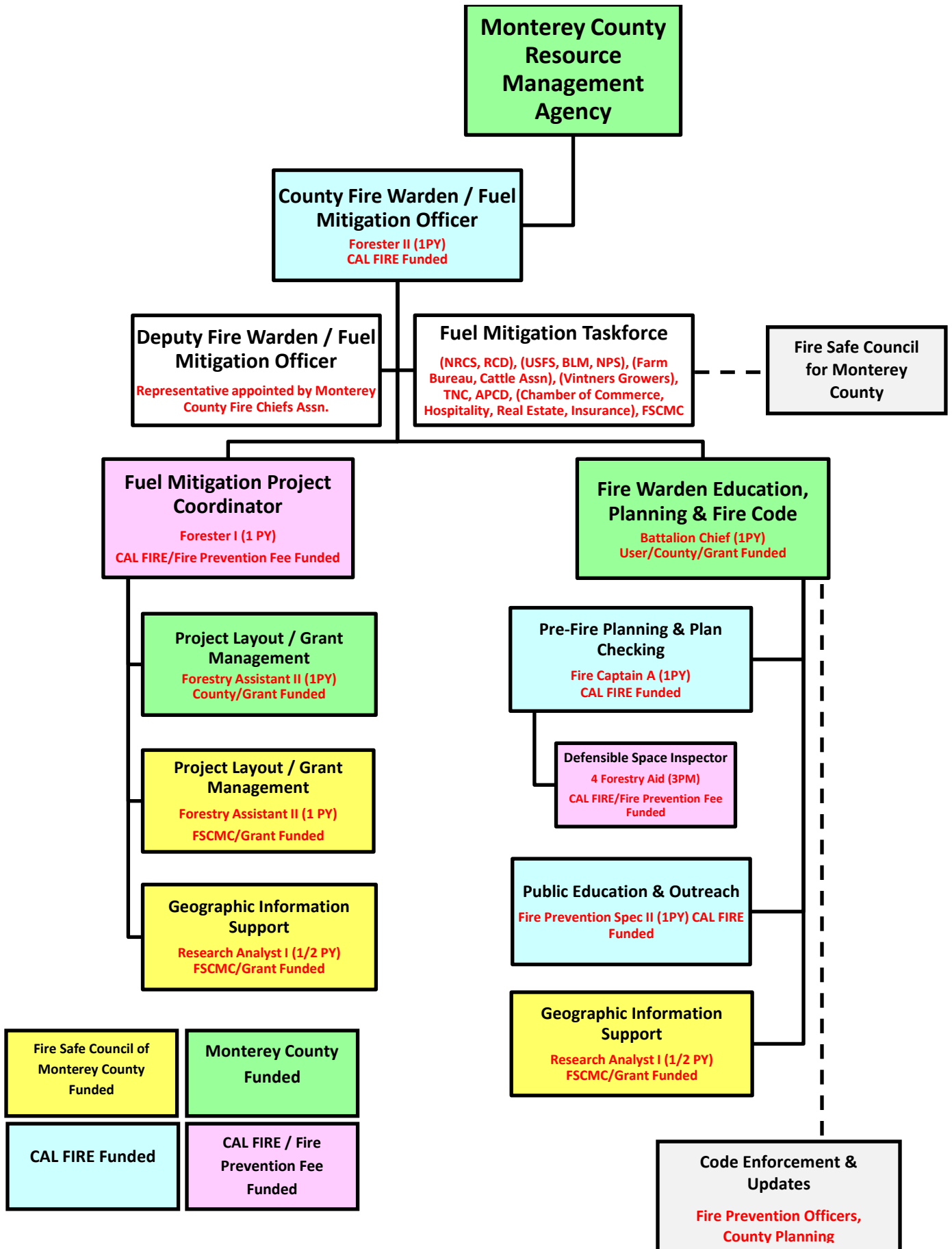
IN WITNESS WHEREOF, the Partnering Agencies hereto have caused this Amendment No. 1 to MOU to be executed effective as of the date last written below.

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Exhibit A to Attachment B
Organizational Chart

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Organizational Structure for Fire Warden and Fuel Mitigation Officer Functions



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Exhibit B to Attachment B
Fire Mitigation Office Duty Statement

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Exhibit B

DUTY STATEMENT

MONTEREY COUNTY FUEL MITIGATION OFFICER

The Monterey County Fuel Mitigation Officer position is hereby created within the Monterey County Fire Warden Office by the County Board of Supervisors. As mutually agreed by the County Board of Supervisors and the California Department of Forestry and Fire Protection (CAL FIRE), the following are duties and responsibilities which are to be assigned to the County Fuel Mitigation Officer by the County Board of Supervisors:

- I. Act as a technical adviser to the County Board of Supervisors and the County staff regarding wildfire-related matters, including:
 - A. Provide consultation, analysis, and technical guidance to the County Board of Supervisors and County staff regarding implementation and compliance of codes and laws pertaining to wildfire protection, planning, prevention, and mitigation and resource management issues.
 - B. Provide consultation, analysis, and technical guidance to the County Board of Supervisors and County staff regarding resource management issues, such as invasive species, integrated pest management, agriculture, forestry, soil and water conservation, and fisheries and wildlife management, especially as they pertain to wildfire protection, planning, prevention, and mitigation.
 - C. Make recommendations and otherwise assist in the development, amendment, and implementation of County planning documents, code provisions, laws, policies, and action plans to help promote and facilitate improved wildfire protection, planning, prevention, and mitigation in Monterey County.
 - D. Function as a liaison between the County Board of Supervisors and the U.S. Forest Service (USFS), Bureau of Land Management (BLM), other governmental agencies, environmental groups and community groups to implement the Monterey County Community Wildfire Protection Plan (MCCWPP).
 - E. Develop and provide oversight for plans and budgets necessary for implementation of all MCCWPP policies and procedures.
 - F. Represent the Board of Supervisors on public safety considerations related to the MCCWPP.
- II. Undertake oversight authority for fuel mitigation work pursuant to the MCCWPP and Public Resources Code section 4291, including:
 - A. Educate property owners regarding fuel mitigation work around their structures and access roads.
 - B. If necessary, issue permits for the performance of fuel mitigation work and conduct pre- and post-inspections pursuant to the permit.
 - C. Work in the field as necessary to assess areas for potential wildland fire hazards and recommend action plans, if needed, to the County Board of Supervisors.
 - D. Provide coordination and oversight of prescribed fire projects, ensuring compliance with all state and local regulations.

- E. Coordinate with Monterey Bay Unified Air Pollution Control District (MBUAPCD) to incorporate smoke management and air quality considerations into burn plans, permits and prescribed fire decisions.
 - F. Develop strategies for alternatives to prescribed fire where feasible.
 - G. Review prescribed fire plans and assure fuel assessments are completed.
 - H. Assure adequate control resources are committed to prescribed fire projects.
 - I. Assure adequate meteorological support is committed for each prescribed fire project.
- III. Work with community groups, organizations, districts, and local and federal government agencies as appropriate, such as the Fire Safe Council for Monterey County and the Resource Conservation District of Monterey County, to address community concerns and input related to wildland fire protection, planning, prevention, mitigation, including:
- A. Create community pre-plans, using Geographic Information Systems, including pertinent data such as critical infrastructure, natural resources, and tactical information.
 - B. Promote and facilitate individual and cooperative actions that lead to reductions in wildland fire threats.
 - C. Coordinate with the USFS and BLM regarding fuel mitigation work on federal land, including their maintenance of fuelbreaks.
 - D. Provide wildland fire education outreach programs, informational workshop and training to community groups and organizations regarding wildfire protection, planning, prevention, and mitigation.
- IV. Apply for and manage federal and state funded grant projects related to County wildfire mitigation projects, including:
- A. Identify and prepare grant applications to provide funding for wildfire protection, planning, prevention, and mitigation projects, including funding to support this County Fuel Mitigation Officer position.
 - B. Manage County grant projects related to wildfire protection, planning, prevention, and mitigation and ensure that the projects are achieved in accordance with the grant objectives.
- V. Support County emergency services during wildfire firefighting efforts by providing technical guidance relating to protecting Monterey County's residents, structures, infrastructure and the environment.

None of the above shall be interpreted as intended to prohibit or discourage the County Fuel Mitigation Officer from contacting appropriate administrators or governing bodies, relative to the initiation of programs or other matters where the need is observed.

It is mutually understood that accomplishment of the above duties shall be dependent upon available personnel, funds and time, the benefits accruing to existing State and local government programs, and that there shall be no impairment of existing State and locally funded programs. It is further understood that this service shall be provided solely at the State's expense, and that no cost shall be chargeable to the County, any County Service Area, or any fire district unless specifically authorized by separate agreement.