



Office of the City Manager

CONSENT CALENDAR

June 1, 2021

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Jen Louis, Interim Chief of Police

Subject: Multi-Agency Policing Agreement for Grizzly Peak Boulevard

RECOMMENDATION

Adopt a resolution approving the Memorandum of Understanding (MOU) entitled “Multi-Agency Policing Agreement Among City of Oakland Police Department, Berkeley University of California Police Department, East Bay Regional Park District, City of Berkeley Police Department, Contra Costa County Sheriff’s Department, East Bay Municipal Utilities District, and City of Orinda” to provide for enforcement cooperation regarding problematic behavior and fire prevention on Grizzly Peak Boulevard.

FISCAL IMPACT OF RECOMMENDATION

City of Berkeley Police Department currently provides law enforcement, follow up investigation and fire prevention related enforcement on an as needed basis for Grizzly Peak Boulevard. This agreement will allow for clear cooperation between agencies with jurisdiction on Grizzly Peak Boulevard. No additional fiscal impacts anticipated.

CURRENT SITUATION AND ITS EFFECTS

Law Enforcement agencies with jurisdiction on Grizzly Peak Boulevard, including the Berkeley Police Department and led by the Oakland Police Department, seek to enter into the attached Memorandum of Understanding (MOU). When groups decide to start a bonfire or ignite fireworks, the consequences in this High Fire Severity Zone could be catastrophic. By entering into an MOU, officers from any agency that are available can respond and assist in the region’s wildfire prevention efforts.

The MOU authorizes all agencies to retain their authority to provide initial or supplementary public safety services and enforcement within the area regardless of primary jurisdiction. It also clarifies that discovered or reported crimes requiring significant follow-up investigation should be turned over to the primary jurisdiction unless otherwise mutually agreed.

The MOU also clarifies that if representatives of any agency become aware of an incident at a location where their agencies have concurrent jurisdiction and are not able to determine which agency has primary jurisdiction, the agency which discovered or was first notified of the incident

will retain the responsibility to provide any law enforcement and/or other necessary public safety services until such time that the jurisdiction issue is agreed upon.

Included in the MOU is a map developed by EBRPD (Attachment B) and an electronic link to the map created by the City's Information Technology Department (ITD). The electronic map defines jurisdiction down to the parcel using the zoom feature to aid in determining jurisdiction. This map will be invaluable to staff in the field when following up on more serious investigations.

### BACKGROUND

Grizzly Peak Boulevard runs throughout the Oakland/Berkeley Hills and has somewhat complicated law enforcement jurisdiction between several agencies in the region. In the spring of 2020, Grizzly Peak became popular for problematic gatherings in the evenings centered around the nine separate turn-outs where this activity occurs and those locations are all accessed by the City of Oakland roadway but the underlying turn-outs are under predominantly the jurisdiction of UC Berkeley and East Bay Regional Park District. There were instances of people using the blocked-off turn-outs as areas to set up a stage with live performers, bon fires, and fireworks. In the spring of 2020, OFD tracked 6 wildfires on Grizzly Peak in a short 6-week period, the majority of which were caused by fireworks during these gatherings. A working group, which included representation from Berkeley Police Department, was formed to reduce the fire risks posed by these gatherings.

The Working Group also evaluated several long-term options, and decided to install signage prohibiting stopping at all turnouts between 9pm and 6am. Additionally the areas are posted as a tow-away zones on Red Flag Days. This allowed police to patrol and advise people to move-on after 9pm which proved moderately successful. The City of Oakland reached out to the partner jurisdictions to coordinate an enforcement response and convened an interagency group to discuss these challenges.

The Working Group conducted several successful operations together on weekend nights in the late summer 2020. In late summer, the turnouts were closed to vehicles. Logs from local tree removals were placed blocking each of the turnouts. The closure of the turn-outs has been very impactful in reducing the large gatherings that are the most problematic, but some level of patrolling, especially during the fire season, is still necessary. The group determined that ongoing efforts would be facilitated by entering into a Memorandum of Understanding clarifying the regional law enforcement cooperation on Grizzly Peak Boulevard.

While none of the activity experienced in 2020 was in City of Berkeley jurisdiction, the area is accessed from the north through Berkeley. The Berkeley Police Department anticipates that these interventions may displace the activity into Berkeley. The Berkeley Police Department will likely be involved in controlling traffic or limiting access, minimally on Red Flag days, from the Berkeley end of Grizzly Peak Boulevard.

### ENVIRONMENTAL SUSTAINABILITY

Grizzly Peak Boulevard is a High Fire Severity Zone. Environmental impacts of a wildfire in the Berkeley Oakland Hills could be catastrophic.

### RATIONALE FOR RECOMMENDATION

This Memorandum of Understanding clarifies jurisdictional issues between multiple agencies that will be involved in ongoing efforts to abate the fire danger posed by gatherings on Grizzly Peak Boulevard.

CONTACT PERSON

Jen Louis, Interim Chief of Police, (510) 981-5900

ATTACHMENTS

1. Memorandum of Understanding entitled: "MULTI-AGENCY POLICING AGREEMENT AMONG CITY OF OAKLAND POLICE DEPARTMENT, BERKELEY UNIVERSITY OF CALIFORNIA POLICE DEPARTMENT, EAST BAY REGIONAL PARK DISTRICT, CITY OF BERKELEY POLICE DEPARTMENT, CONTRA COSTA COUNTY SHERIFF'S DEPARTMENT, EAST BAY MUNICIPAL UTILITIES DISTRICT, and CITY OF ORINDA"
2. Resolution

**MULTI-AGENCY POLICING AGREEMENT AMONG  
CITY OF OAKLAND POLICE DEPARTMENT, BERKELEY UNIVERSITY OF CALIFORNIA  
POLICE DEPARTMENT, EAST BAY REGIONAL PARK DISTRICT, CITY OF BERKELEY  
POLICE DEPARTMENT, CONTRA COSTA COUNTY SHERIFF'S DEPARTMENT, EAST BAY  
MUNICIPAL UTILITIES DISTRICT, and CITY OF ORINDA**

I. INTRODUCTION

This agreement is intended to enable all peace officer agencies along the length of Grizzly Peak Boulevard in Alameda and Contra Costa Counties to work together to efficiently and effectively provide public safety services throughout Grizzly Peak Boulevard. All agencies agree to adopt the primary patrol authorities as outlined below.

This agreement shall not be interpreted as a restriction on the authorities granted by law to any agency, nor is it intended to interfere with the fulfillment of any agency's other duties, policies and mandates. Pursuant to the Mutual Aid and Jurisdictional Consent agreements of the Alameda and Contra Costa County Chiefs of Police and Sheriff's Association, all agencies recognize the ability of officers from the others to exercise peace officer powers and to enforce state and local laws in a manner consistent with applicable law and policy throughout the state.

In addition, this agreement is not intended to define property boundaries for purposes of determining legal ownership of real property, nor does it transfer or confer ownership rights or responsibilities of real property from or to any party.

II. DEFINITIONS

Concurrent authority – When more than one government agency borders the same geographic area along Grizzly Peak Boulevard as noted in the Grizzly Peak Responsibility Map, appended as Attachment A.

Grizzly Peak Responsibility Map – Defines the areas in which each agency agrees to take on primary public safety services responsibilities, appended as Attachment A and electronically here:

<https://oakgis.maps.arcgis.com/apps/View/index.html?appid=cd4d5586040e4371b26c31b23db68c01>

Primary jurisdiction – Color coded areas on Attachment A that define the geographical limits within which each agency agrees to take the lead on providing one or more public safety services relevant to a particular location, operation or issue.

Public safety services – Refers to the provision of law enforcement, fire safety, emergency medical response and parking enforcement services.

III. CITY OF OAKLAND PRIMARY JURISDICTION

For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the City of Oakland agrees to accept primary jurisdiction responsibility as follows:

- A. **Grizzly Peak Boulevard**, all areas that are color coded Red, including turnouts, in Attachment A, 35 feet from the center line of Grizzly Peak Boulevard in either direction; and
- B. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the City of Oakland's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to OPD unless otherwise mutually agreed.
- C. All agencies to this Agreement may enforce the City of Oakland's Municipal Code parking misdemeanors and infractions by issuing tickets and requesting tows when appropriate along the sections of Grizzly Peak Boulevard for which Oakland is assuming primary jurisdiction.

#### IV. CONTRA COSTA COUNTY PRIMARY JURISDICTION

For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the County of Contra Costa agrees to accept primary jurisdiction responsibility as follows:

- A. **Grizzly Peak Boulevard**, all areas that are color coded Orange, including turnouts in Attachment A, 35 feet from the center line of Grizzly Peak Boulevard in either direction; and
- B. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the County of Contra Costa's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the County of Contra Costa unless otherwise mutually agreed.

#### V. AGENCIES WITH CONCURRENT OR ADJACENT JURISDICTION TO GRIZZLY PEAK BOULEVARD

- A. University of California, Berkeley (UCPD): For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the UCPD, Berkeley agrees to accept primary jurisdiction responsibility as follows:
  - 1. All areas **adjacent to Grizzly Peak Boulevard** that are color coded Periwinkle Blue on Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  - 2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the UCPD's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the UCPD unless otherwise mutually agreed.

- B. East Bay Regional Park District (EBRPD): For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the EBRPD agrees to accept primary jurisdiction responsibility as follows:
  - 1. All areas **adjacent to Grizzly Peak Boulevard** that are color coded Dark Green on Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  - 2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the EBRPD's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the EBRPD unless otherwise mutually agreed.
  
- C. East Bay Municipal Utilities District (EBMUD): For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the City of Oakland agrees to accept primary jurisdiction responsibility as follows:
  - 1. All areas **adjacent to Grizzly Peak Boulevard** that are color coded Light Green in Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  - 2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the EBMUD's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the EBMUD unless otherwise mutually agreed.
  
- D. City of Berkeley: For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the City of Berkeley agrees to accept primary jurisdiction responsibility as follows:
  - 1. All areas **adjacent to Grizzly Peak Boulevard** that are color coded Salmon on Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  - 2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the City of Berkeley's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the City of Berkeley unless otherwise mutually agreed.

VI. RED FLAG ALERTS

- A. All agencies agree to share Red Flag warnings with each other as soon as practically possible by providing notice to all parties as provided in Section X, below.
- B. All agencies agree to work together when Red Flag Alerts are issued in the area which includes Grizzly Peak Boulevard.

- C. At a minimum, each agency may dedicate at least one patrol officer to patrol the length of Grizzly Peak Boulevard.

VII. JURISDICTIONAL CONFLICT RESOLUTION

- A. If representatives of any agency become aware of an incident at a location where their agencies have concurrent jurisdiction and are not able to determine which agency has primary jurisdiction, the agency which discovered or was first notified of the incident should retain the responsibility to provide any law enforcement and/or other necessary public safety services until such time that the appropriate disposition is agreed upon. However, in making this determination, consideration should also be given to the nature of the incident and each agency's available resources.

VIII. AGENCY DUTIES

- A. Agencies shall inform all patrol officers, dispatchers and other employees who accept or assign calls for service about the terms of this agreement and update existing procedures, protocols and training content accordingly.
- B. Agencies shall keep a copy of the most current revision of this agreement in a location accessible to all patrol officers, dispatchers and other employees who accept or assign calls for service, and immediately available to those at the rank of Sergeant or higher.

IX. HISTORY, AMENDMENTS & TERMINATIONS

This is the first version of a written jurisdictional agreement between the agencies and signatories to this Agreement.

This agreement should be reviewed regularly and as-needed to determine if it should be adjusted to better meet the needs of the public and each agency.

Any agency may terminate their participation in this Agreement with 30 days' written notice to all other agencies, as provided below.

X. NOTICE

All notices called for in this Agreement shall be directed to the following personnel:

OPD: Name _____  Title _____  Phone _____  Email _____	UCPD: Name _____  Title _____  Phone _____  Email _____	CoCoCo Sheriff: Name _____  Title _____  Phone _____  Email _____
Berkeley: Name _____	EPRPD: Name _____	EBMUD: Name _____

Title _____ Phone _____ Email _____	Title _____ Phone _____ Email _____	Title _____ Phone _____ Email _____
Orinda: Name _____  Title _____  Phone _____  Email _____		

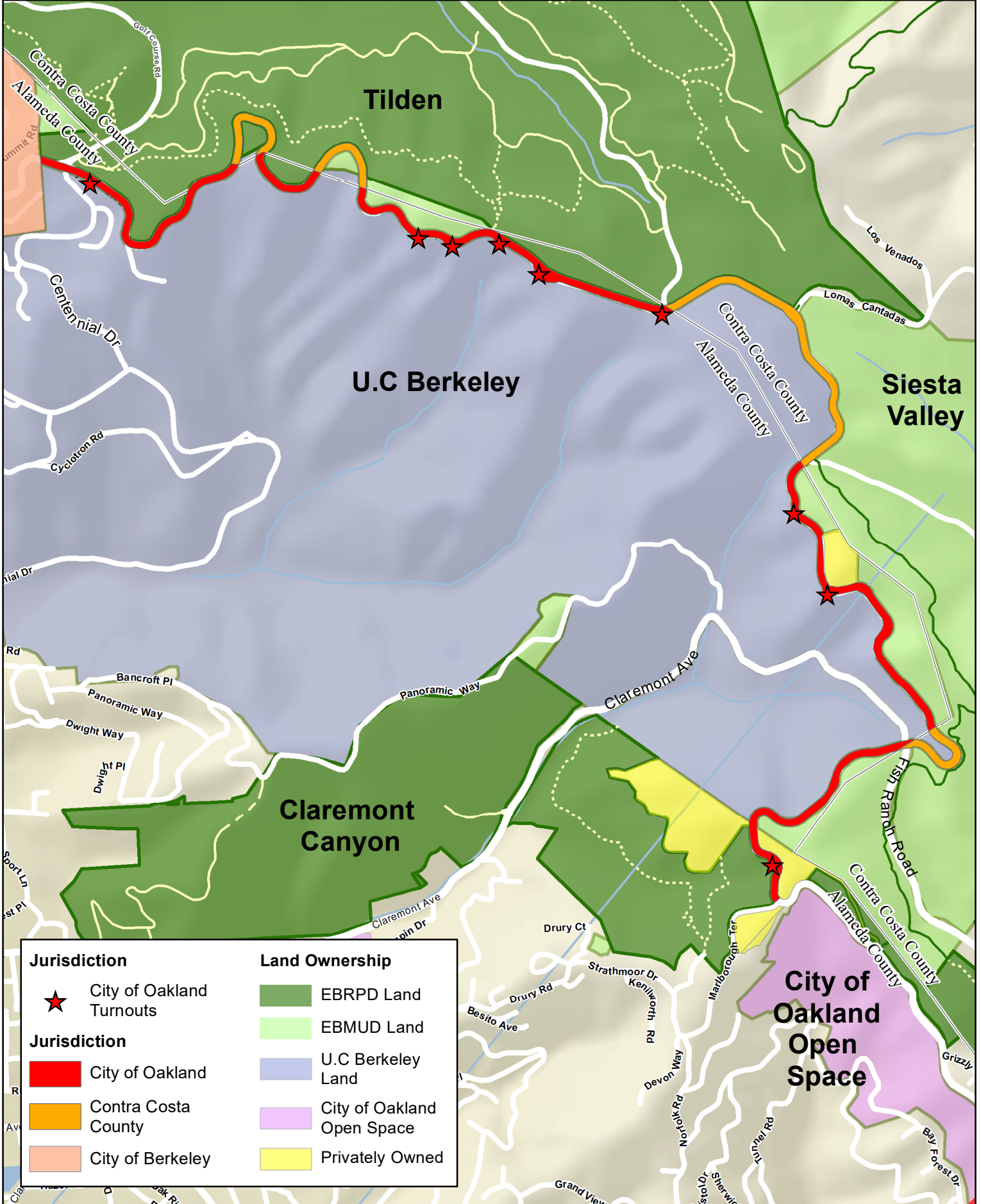
XI. AUTHORIZATION

We, the undersigned, as authorized representatives of our respective organizations, hereby approve this agreement as of the date below. This agreement will remain in effect until mutually amended, revised or terminated in writing.

<p>CITY OF OAKLAND:</p> <p>_____ City Administrator                      Date</p> <p>_____ Chief of Police                              Date</p> <p>_____ City Attorney                                  Date</p>	<p>BERKELEY UNIVERSITY OF CALIFORNIA:</p> <p>_____ Chancellor                                      Date</p> <p>_____ Chief of Police                                  Date</p> <p>_____ Office of Legal Affairs                      Date</p>
<p>CONTRA COSTA COUNTY SHERIFF:</p> <p>_____ County Administrator                      Date</p> <p>_____ Sheriff    Date</p> <p>_____ County Counsel                                  Date</p>	<p>EAST BAY MUNICIPAL UTILITIES DISTRICT:</p> <p>_____ General Manager                              Date</p> <p>_____ Chief of Police                                  Date</p>



	General Counsel	Date
CITY OF BERKELEY:	EAST BAY REGIONAL PARK DISTRICT:	
_____ City Manager	_____ Date	_____ Date
_____ Chief of Police	_____ Date	_____ Date
_____ City Attorney	_____ Date	_____ Date
CITY OF ORINDA:		
_____ City Manager	_____ Date	
_____ Chief of Police	_____ Date	
_____ City Attorney	_____ Date	



Jurisdiction		Land Ownership	
	City of Oakland Turnouts		EBRPD Land
	City of Oakland		EBMUD Land
	Contra Costa County		U.C Berkeley Land
	City of Berkeley		City of Oakland Open Space
			Privately Owned

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

**MEMORANDUM OF UNDERSTANDING:**

**MULTI-AGENCY POLICING AGREEMENT AMONG  
CITY OF OAKLAND POLICE DEPARTMENT, BERKELEY UNIVERSITY OF  
CALIFORNIA POLICE DEPARTMENT, EAST BAY REGIONAL PARK DISTRICT,  
CITY OF BERKELEY POLICE DEPARTMENT, CONTRA COSTA COUNTY  
SHERIFF'S DEPARTMENT, EAST BAY MUNICIPAL UTILITIES DISTRICT, and CITY  
OF ORINDA**

WHEREAS, Grizzly Peak Boulevard and the Oakland Berkeley Hills are a High Fire Severity Zone; and

WHEREAS, problematic gatherings along Grizzly Peak Boulevard significantly increased fire danger since the spring of 2020. Including at least 6 wild fires caused by fireworks as well as illegal bonfires; and

WHEREAS, The Berkeley Police Department and listed agencies share jurisdiction and law enforcement responsibility for Grizzly Peak Boulevard. Oakland Police Department formed a regional working group of effected law enforcement agencies to coordinate efforts to abate the fire risk posed by these gatherings; and

WHEREAS, the Working Group conducted several abatement efforts in the Spring and Summer of 2020 and anticipate the need for ongoing abatement and coordination of the working group's efforts; and

WHEREAS, The Working Group proposes this Memorandum of Understanding be adopted to clarify jurisdictional issues between the involved agencies to facilitate and coordinate fire prevention related efforts along Grizzly Peak Boulevard;

NOW THEREFORE, BE IT RESOLVED by the City Council of Berkeley that the City Manager is authorized to enter into and execute the Memorandum of Understanding "MULTI-AGENCY POLICING AGREEMENT AMONG CITY OF OAKLAND POLICE DEPARTMENT, BERKELEY UNIVERSITY OF CALIFORNIA POLICE DEPARTMENT, EAST BAY REGIONAL PARK DISTRICT, CITY OF BERKELEY POLICE DEPARTMENT, CONTRA COSTA COUNTY SHERIFF'S DEPARTMENT, EAST BAY MUNICIPAL UTILITIES DISTRICT, and CITY OF ORINDA"

