



## **CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT**

Agenda Date: December 1, 2025  
Reviewed by: NA

**SUBJECT:** Albany Hill Eucalyptus Project (CIP No. 41015) / Public Works Creeks & Open Space Maintenance Program:  
Authorization of Reimbursement Memorandum of Understanding with the City of El Cerrito and Appropriation of \$850,000 State Coastal Conservancy Wildfire Resilience Grant Funds

**REPORT BY:** Devora Zauderer, Program Manager  
Margot Cunningham, Natural Areas Coordinator  
Mark Hurley, Public Works Director/City Engineer

---

### **SUMMARY**

The State Coastal Conservancy has awarded grant funds to Albany for a combined application with the City of El Cerrito for the Albany-El Cerrito Wildfire Resilience Demonstration Project. The funds are State funds from available Wildfire Resilience Funds. Albany will serve as lead grantee and reimburse El Cerrito from grant funds received. The action requested from the City Council is to authorize the City Manager to execute a Memorandum of Understanding (MOU) with El Cerrito to codify the project relationship and reimbursement process. Appropriation of the grant funds in the amount of \$850,000 is also requested, to be issued to the City on a reimbursement basis for expenses incurred, and paid to El Cerrito as well for expenses incurred.

### **STAFF RECOMMENDATION**

That the Council adopt Resolution No. 2025-75:

1. Authorizing the City Manager to execute a Memorandum of Understanding with the City of El Cerrito for the Albany-El Cerrito Wildfire Resilience Project; and
2. Appropriating \$850,000 in grant funds to the Public Works Operating Budget and the Albany Hill Eucalyptus Project (CIP No. 41015), to be issued to the City on a reimbursement basis for expenditures incurred.

### **BACKGROUND**

The Albany Hill Eucalyptus Project (CIP No. 41015) was established in 2021 to address the declining eucalyptus forest on Albany Hill, and to facilitate visioning for the future of this element in Albany's natural landscape. Many activities have been completed or established since that time, including extensive scientific and arboreal study, removal of hazardous trees,

ongoing vegetation management for wildfire risk mitigation, founding of the Habitat Restoration Internship Program, and more.

The Albany Hill Forest Management & Habitat Restoration Plan (Plan) was adopted on [March 3, 2025 \(Resolution No. 2025-10\)](#). Development of the Plan was funded by a State Coastal Conservancy (SCC) Wildfire Resilience Grant.

The City of El Cerrito recently adopted the [Hillside Natural Area Fire Resilience and Forest Conservation Management Plan](#) (HNA Plan), also funded by the SCC. Albany and El Cerrito share commonalities in our approach to our natural resources regarding issues with eucalyptus, fire safety concerns, and community investment in sustainable practices.

In early 2025, staff from both Cities were approached by SCC staff, who invited the Cities to partner on a demonstration project of the Cities' choosing to leverage available State Wildfire Resilience funding administered through the SCC. Staff from both Cities developed a shared project scope, titled the Albany-El Cerrito Wildfire Resilience Demonstration Project (Project), in the hopes of demonstrating innovative practices for wildland management, lumber reuse, education, and local partnerships. The City Council authorized the City Manager to enter into a grant agreement, should funds be awarded, on May 5, 2025 (Resolution No. 2025-25).

Staff was invited to present at the State Coastal Conservancy Board Meeting on September 18, 2025. Conservancy Board Members affirmed the Cities' investments into the future of this local resource, including highlighting development of local partnerships and youth work experience, and funding was awarded to the Project in the amount of \$850,000. Albany will function as the lead agency and grantee for the project, with El Cerrito as sub-grantee. The funds are expected to be shared between the two agencies as per the project budget outlined in the Financial Considerations section below, and as formalized in the Memorandum of Understanding attached to this report.

## **DISCUSSION**

The project will encompass the following elements. Project status and event announcements will be posted on the City's website and in the City's weekly newsletter. The project is expected to run through December 2027.

### *Milling & Community Engagement*

Albany and El Cerrito will co-host hands-on community events in both Cities, specifically two milling demonstrations hosted on-site at Albany Hill and in Hillside Natural Area by Bay Area Redwood, and at least one community workday in each City for native plant and wildfire resilience education. Costs include lumber milling and demonstration fees, event planning, outreach and publicity materials including graphic design and translation, work tools and supplies, refreshments, minor consulting fees for liability coverage for lumber giveaways, and event staff. Staff plan to engage local partners including but not limited to Friends of the Hillside Natural Area (HNA), El Cerrito Fire Safe Council, and Trail Trekkers to leverage

networks for event attendance and publicity. This task is a relatively low-cost task but is the highest-touch element of the project in terms of staff time.

#### *Tree Removal & Habitat Restoration*

Albany and El Cerrito will contract for professional removal of hazardous eucalyptus and invasive trees in both cities—up to 50 trees in Albany and 190 in El Cerrito—including stump treatment, invasive understory removal, erosion control, and disposal. Funds will also support restoration of native habitat at both sites, including a monarch butterfly overwintering pilot project on Albany Hill and native plant restoration on Quarry Hill. For Albany, Urban Tilth will assist with the restoration work.

#### *Workforce Development*

This task comprises support for the Albany’s Habitat Restoration Internship Program, including participation in sustainable land management and wood reuse projects. Additional activities under this task include chainsaw certification, electric tool acquisition, and general annual costs for Urban Tilth’s Watershed Restoration Crew, who deliver vegetation management services to the City and train local youth in building skills in forestry, restoration, and sustainable construction.

### **SUSTAINABILITY CONSIDERATIONS**

This project addresses Project 1, Phase 1 and Project 2, Phase 4 of the Albany Hill Forest Management & Habitat Restoration Plan.

This project also supports the following Climate Action & Adaptation Plan goal(s):

#### **Area 4: Accelerate Resilience**

##### ***Goal 3: Increase resilience of natural lands and systems.***

Approach: Manage, restore, and partner to foster resilient natural landscapes.

Action 4.3.2.: Continue to manage wildfire risk by implementing vegetation management and fuel reduction programs. These programs would focus on the highest hazard areas, including Albany Hill and areas adjacent to homes and recreation areas. These programs would defer to the Albany Hill Master Plan and recent Public Works fuel load assessment for fire mitigation efforts on the Hill and consider goals that also help maximize wildlife habitat. The City will ensure that vegetation management incorporates habitat management principles.

##### ***Goal 5: Secure funding for climate resilience projects.***

Approach: Pursue unique funding opportunities.

This project supports the following Parks, Recreation, & Open Space Master Plan vision(s):

**Albany Hill: Keep Albany Hill an ecological icon for the community.**

*Objective 1.* Continue implementation of the Albany Hill Creekside Master Plan, with a focus on improving ecological biodiversity.

*Objective 3.* Develop environmental educational opportunities in partnership with volunteer groups.

*Environmental Beautification:* Add additional native planting where possible.

*Support Community Volunteers:* Identify funding sources to promote community planting & cleanup events.

**SOCIAL EQUITY & INCLUSIVITY CONSIDERATIONS**

Ongoing vegetation management work by Urban Tilth's Watershed Stewardship Restoration Field Crew is critical to keeping Albany Hill safe from fire hazards as well as helping to restore ecosystems on the hill. Their Watershed Stewardship Program employs and empowers young adults who live in Richmond and surrounding communities, teaching skills that can launch careers in wildland management, environmental stewardship, and more.

**CITY COUNCIL STRATEGIC PLAN INITIATIVES**

This project supports the following City Council Strategic Plan goal(s):

**Goal 6: Increase Public Health, Safety, & Resiliency**

Objective: Implement the Albany Hill Forest Management & Habitat Restoration Plan

**FINANCIAL CONSIDERATIONS**

The awarded funds total \$850,000. Local matching funds are not required. This funding will be shared between Albany and El Cerrito as per the following project budget:

| <b>Grant Task</b>                  | <b>Albany</b>    | <b>El Cerrito</b> | <b>Project Total</b> |
|------------------------------------|------------------|-------------------|----------------------|
| Community Education & Engagement   | \$30,000         | \$30,000          | \$60,000             |
| Tree Removal & Habitat Restoration | \$130,000        | \$480,000         | \$610,000            |
| Workforce Development              | \$180,000        | \$0               | \$180,000            |
| <b>Total Budget</b>                | <b>\$340,000</b> | <b>\$510,000</b>  | <b>\$850,000</b>     |

Funds will be distributed to Albany by the Conservancy on a reimbursement basis for expenditures incurred. El Cerrito will invoice Albany for reimbursement for their expenses as per the MOU.

Staff recommend appropriation of the full grant funds at this time.

**Attachments**

1. Resolution No. 2025-75
2. Memorandum of Understanding between the City of Albany and the City of El Cerrito for the Albany-El Cerrito Wildfire Resilience Project

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A MEMORANDUM OF  
UNDERSTANDING WITH THE CITY OF EL CERRITO FOR  
THE ALBANY-EL CERRITO WILDFIRE RESILIENCE DEMONSTRATION  
PROJECT AND AUTHORIZING THE APPROPRIATION OF \$850,000  
IN STATE COASTAL CONSERVANCY WILDFIRE RESILIENCE  
GRANT FUNDS**

**WHEREAS**, as requested by the State Coastal Conservancy, a shared project scope was developed and submitted for a coordinated project in Albany and El Cerrito, in the hopes of demonstrating innovative practices for wildland management, milled wood reuse, community education, and local partnerships; and

**WHEREAS**, on May 5, 2025, the City Council authorized the City Manager to enter into a grant agreement, should funds be awarded; and

**WHEREAS**, on September 18, 2025, the State Coastal Conservancy awarded funds to Albany as the lead grantee, with El Cerrito as a subgrantee, for the Albany-El Cerrito Wildfire Resilience Demonstration Project; and

**WHEREAS**, a Memorandum of Understanding between the Cities of Albany and El Cerrito has been drafted to formalize the distribution of grant funds and associated work activities; and

**WHEREAS,** Albany’s funds will be allocated to the Public Works Creeks and Open Space Maintenance Program and the Albany Hill Eucalyptus Project (CIP No. 41015).

**NOW, THEREFORE, BE IT RESOLVED**, that that the Albany City Council hereby authorizes the City Manager to execute a Memorandum of Understanding with the City of El Cerrito for the Albany-El Cerrito Wildfire Resilience Project, and appropriates \$850,000 in grant funds to the Public Works Operating Budget and the Albany Hill Eucalyptus Project (CIP No. 41015), to be issued to the City on a reimbursement basis for expenditures incurred.

---

ROBIN D. LÓPEZ, MAYOR

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ALBANY AND  
THE CITY OF EL CERRITO FOR REIMBURSEMENT  
FOR THE ALBANY-EL CERRITO  
WILDFIRE RESILIENCE DEMONSTRATION PROJECT**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Albany, a California municipal corporation and charter city ("Albany"), and the City of El Cerrito, a California municipal corporation and charter city ("El Cerrito"). Albany and El Cerrito are sometimes individually referred to as "Party" and collectively as "Parties" in this MOU.

**RECITALS**

A. **WHEREAS**, the Parties have been jointly planning the Albany-El Cerrito Wildfire Resilience Demonstration Project (the "Project"), which is intended to implement forest management activities included in State Coastal Conservancy-funded wildfire resilience plans for Albany Hill and the El Cerrito Hillside Natural Area (HNA), invest in continuing partnerships for workforce development in line with these activities, and demonstrate for public benefit useful practices for milling, native species planting, and fire hazard management, and is located within their respective jurisdictions; and

B. **WHEREAS**, Albany has applied for discretionary funding from the State Coastal Conservancy (the "Conservancy") to support the Project, which has been awarded in the total amount of \$850,000, which will cover costs for tree removals, habitat restoration, community workdays, milling demonstrations, and workforce development associated with the Project; and

C. **WHEREAS**, Albany will serve as the primary recipient of the Conservancy funds and will be responsible for contracting, invoicing, and financial reporting to the Conservancy; and

D. **WHEREAS**, the Parties desire to set forth their respective responsibilities, coordination procedures, and reimbursement mechanisms for the Project, and to establish a clear framework through which El Cerrito may invoice Albany for eligible costs, as set forth in the terms and conditions of this MOU.

**NOW THEREFORE**, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

**1. Purpose:**

The purpose of this MOU is to formalize the understanding between the Parties regarding the reimbursement of eligible Project costs and delineation of roles, responsibilities, and invoicing procedures, as further described in Exhibit "A," attached hereto and incorporated herein by reference.

**2. Albany's Responsibilities:**

A. Serve as the lead agency for purposes of contracting with and receiving funds from the Conservancy.



B. Administer the grant agreement with the Conservancy, including the preparation and submittal of all required invoices and reports.

C. Reimburse El Cerrito for eligible, approved costs incurred for Project tasks, subject to the prior receipt of funds from the Conservancy.

D. Provide El Cerrito with a copy of the executed grant agreement and any material amendments or relevant guidance from the Conservancy.

E. Perform such other tasks as may be assigned to Albany in Exhibit "A."

**3. El Cerrito's Responsibilities:**

A. Maintain proper documentation of all costs incurred and submit itemized invoices, with supporting documentation, to Albany in a timely manner.

B. Comply with all applicable terms, conditions, and requirements of the Conservancy's grant agreement, as provided by Albany.

C. Cooperate with Albany in the preparation of all reports or documentation required by the Conservancy.

D. Perform such other tasks as may be assigned to El Cerrito in Exhibit "A."

**4. Term:**

This MOU shall become effective upon execution by both Parties and shall remain in effect until the earlier of: (i) the completion of the Project; (ii) expiration or termination of the Conservancy grant, or (iii) termination under Section 7.2 below.

**5. Invoicing and Payment:**

El Cerrito shall submit invoices to Albany at the close of every quarter, accompanied by receipts, time records, or other documentation reasonably required. Albany shall review the invoices for completeness and consistency with the Conservancy's requirements. Albany shall reimburse El Cerrito only from funds actually received from Conservancy, and shall have no independent obligation to reimburse El Cerrito in the absence of Conservancy disbursements. Payment shall be made within thirty (30) days following Albany's receipt of the corresponding funds from the Conservancy.

**6. Delivery of Notices:**

A. All notices, invoices, and other communication pertaining to this MOU must be directed to the following representatives:

**If to Albany:**

City of Albany  
1000 San Pablo Ave.  
Albany, CA 94706  
Attn: Devora Zauderer, Program Manager

Email: [dzauderer@albanyca.org](mailto:dzauderer@albanyca.org), cc: [mcunningham@albanyca.org](mailto:mcunningham@albanyca.org)

**If to El Cerrito:**

City of El Cerrito  
10890 San Pablo Ave.  
El Cerrito, CA 94530  
Attn: Karineh Samkian, Senior Program Manager  
Email: [KSamkian@elcerrito.gov](mailto:KSamkian@elcerrito.gov), cc: [spre@elcerrito.gov](mailto:spre@elcerrito.gov)

B. Any notice required under this MOU must be sent in writing via email or posted mail.

**7. General Provisions**

7.1 Amendments. This MOU may only be amended in writing and such amendment must be executed by both parties.

7.2 Termination. Either Party may terminate this MOU upon thirty (30) days' written notice to the other. Termination shall not relieve the other Party of responsibility for obligations incurred prior to the effective date of termination.

7.3 Authority. Each person executing this MOU on behalf of a Party warrants that the person is duly authorized to execute this MOU on behalf of that Party and that by doing so, that Party is formally bound to the provisions of this MOU.

7.4 Severability. If any part of this MOU is held to be invalid, void, or otherwise unenforceable to any extent by any court of competent jurisdiction, the remainder of this MOU is not affected thereby, and all other parts of this MOU remain valid and enforceable to the fullest extent permitted by law.

7.5 Counterparts. This MOU may be executed in one or more counterparts, each of which is deemed an original. All counterparts are construed together and constitute one single MOU. A Party may sign this MOU electronically.

7.6 Governing Law. This MOU must be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action must be brought in a state or federal court in the County of Alameda, State of California.

7.7 Relationship of the Parties. Except as otherwise provided herein, nothing contained herein may be construed to create an association, trust, or partnership or to impose a trust or partnership obligation on or with regard to either of the Parties. Each Party is individually responsible for its own obligations as herein provided.

7.8 Indemnification. Each Party shall defend, indemnify, and hold harmless the other Party, its elected and appointed officials, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the negligent acts, errors, or intentional misconduct of the indemnifying Party, its officers, employees, contractors, or agents in connection with this MOU. Nothing in this provision shall be construed to obligate either Party to indemnify the other for that Party's sole negligence or willful misconduct.

7.9 Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements does not waive a right to require such performance or compliance. No waiver of any provision of this MOU is effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event may not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor does any waiver constitute a continuing waiver.

7.10 Records and Audit. Each Party shall maintain accurate records of all costs charged to the Project for a period of not less than three (3) years following final reimbursement. Records shall be made available for audit by the Conservancy or other Party, as applicable.

7.11 Entire Agreement. This MOU represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representation, inducement, promise, or agreement has been made by any person that has not been incorporated herein, and that any other agreement is void. This MOU may not be modified or altered except in writing signed by both Parties hereto.

**[Signature Page on Following Page]**

**SIGNATURE PAGE FOR MOU  
BETWEEN THE CITY OF ALBANY AND  
THE CITY OF EL CERRITO FOR REIMBURSEMENT  
FOR THE ALBANY-EL CERRITO  
WILDFIRE RESILIENCE DEMONSTRATION PROJECT**

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

**CITY OF ALBANY**

**CITY OF EL CERRITO**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTED TO:

ATTESTED TO:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

## EXHIBIT “A”

### Budget

The funding award from the State Coastal Conservancy for the Albany El-Cerrito Wildfire Resilience Demonstration Project totals \$850,000. All funds must be expended by the agreement expiration date, as outlined in the Grantee Work Program.

The budget for this project is allocated between Albany and El Cerrito as follows.

| Project Tasks                      | Albany           | El Cerrito       | Grant Total      |
|------------------------------------|------------------|------------------|------------------|
| Project Management                 | \$0              | \$0              | \$0              |
| Milling & Community Engagement     | \$30,000         | \$30,000         | \$60,000         |
| Tree Removal & Habitat Restoration | \$130,000        | \$480,000        | \$610,000        |
| Workforce Development              | \$180,000        | \$0              | \$180,000        |
| <b>Totals</b>                      | <b>\$340,000</b> | <b>\$510,000</b> | <b>\$850,000</b> |

Invoices are to be sent to Albany in pdf format to [dzauderer@albanyca.org](mailto:dzauderer@albanyca.org), cc: [mcunningham@albanyca.org](mailto:mcunningham@albanyca.org), including copies of supporting documents such as subcontractor invoices, photos, etc.

### Conservancy Work Program Compliance

Albany will include El Cerrito as a subcontractor in the Grant Agreement/Work Program signed with the Coastal Conservancy for the project. As per the grant terms, El Cerrito must notify Albany and the Coastal Conservancy of any additional subcontractors so that the Work Program may be amended.