

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES BY AND
BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT AND
THE CITY OF EL CERRITO**

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES BY AND BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT AND THE CITY OF EL CERRITO ("Amendment") is made this 1st day of March 2005, by and between the City of El Cerrito, a municipal corporation of the State of California, ("CITY"), and the Kensington Fire Protection District, a public agency ("DISTRICT").

RECITALS

The following recitals are a substantive part of this Amendment:

1. CITY and DISTRICT desire to amend the AGREEMENT FOR SERVICES BY AND BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT AND THE CITY OF EL CERRITO dated August 7, 1995 ("Agreement").
2. Sections I. B and XVII of the Agreement provide for modifications or amendments to the Agreement only if such amendments are reduced to writing and properly executed.
3. The CITY expressly acknowledges that all of the services provided to the DISTRICT by the CITY are identical to those services provided by the El Cerrito Fire Department within the CITY.

NOW, THEREFORE, CITY and DISTRICT MUTUALLY AGREE AS FOLLOWS:

TERMS AND CONDITIONS

1. The Parties acknowledge that this Amendment is subject to approval or ratification by the DISTRICT'S Board of Governors ("Board") and the CITY'S City Council ("Council"). In the event that the Board and/or the Council reject this Amendment, neither of the Parties shall be deemed to have waived any rights with respect to the Agreement.
2. All terms and provisions of the Agreement are to remain in full force and effect with the sole exception of the terms and provisions listed herein.
3. Section I. A. shall be modified to read as follows:
 - I. **CONTRACT TERM**
 - A. The term of the Agreement shall be extended for an additional ten (10) years, commencing on July 1, 2005. The Agreement may be extended at any time by mutual agreement as provided in Section XVII. Unless the contract is terminated at an earlier date pursuant to Section XV, the parties will initiate negotiations to extend the contract on or before January 1, 2013.
 - B. Section II.A. is modified to read as follows:

II. SERVICES TO BE PROVIDED TO DISTRICT PURSUANT TO THIS AGREEMENT

- A. CITY shall provide DISTRICT with the following services consistent with that level of service provided within CITY's corporate limits by the El Cerrito Fire Department:
- i. Fire protection services;
 - ii. Fire prevention services;
 - iii. Voluntary home safety inspection services;
 - iv. Hazardous materials services;
 - v. Paramedic services;
 - vi. Emergency medical services,
 - vii. Enforcement of the fire code adopted by DISTRICT, State laws which the DISTRICT is obligated to enforce and other applicable DISTRICT codes and ordinances;
 - viii. Arson investigations,
 - ix. Fire protection related building plan review
 - x. Public education for disaster preparedness;
 - xi. Fire protection support services, including but not limited to supervision, dispatching, training, maintenance of buildings, grounds and equipment, staff support services and supplies procurement.
 - xii. Fire financial/administrative services necessary for communications with appropriate agencies, including Contra Costa County.
 - xiii. Weed, brush, and flammable materials abatement including:
 1. All notices to DISTRICT residents and property owners;
 2. Enforcement of abatement standards by issuance of DISTRICT's administrative citation(s);
 3. Actual physical abatement of weed, brush, and flammable materials with permission of the property owner or issuance of inspection and abatement warrant(s) as required. DISTRICT shall prepare, file and serve all required documents to obtain inspection and abatement warrants.

DISTRICT agrees to release defend, indemnify and hold harmless CITY, its officers, agents, volunteers and employees from and against any and all actions, claims, demands, penalties, liabilities, damages (including those arising from or related to property, bodily injury and death), lawsuits, administrative proceedings or other cost or expense arising out of in any way connected with CITY's performance under this subsection II.A.xiii, including the performance of its contractors, officers, agents, volunteers and employees except where any claim is shown by final judgment to be caused by the willful misconduct or sole negligence of CITY.

With the exception of legal services, CITY shall supply all labor, supervision, training, communication services, equipment and supplies

necessary to provide the fire protection services set forth above. In order to provide these services, CITY shall render contractual services to the DISTRICT on a 24-hour basis in accordance with the staffing patterns identified in Section XI of this agreement. DISTRICT shall maintain and fund its own administrator.

4. Section II.E. is deleted in its entirety.
5. Subsection II.F. is re-labeled as Section II. E.
6. The following is added as Section V.D. (Insurance) :
 - D. Any and all insurance required to be provided by CITY under this Agreement may be satisfied by a certificate of self-insurance from the CITY's Municipal Risk Management Insurance Authority and a copy of all endorsement(s) indicating that all insurance requirements are part of the CITY's self-insurance program.
7. The following is added as Section V.E. (Insurance) :
 - E. DISTRICT acknowledges that it participates in a Joint Powers Authority for the provision of certain insurance not provided by CITY. DISTRICT shall provide Workers' Compensation Insurance for its sole employee.
8. Section VI.A. (Annual Fee for Services) is modified to read as follows:
 - A. DISTRICT shall pay an annual fee to CITY for the services CITY provides DISTRICT pursuant to the terms of this Agreement. The annual fee is based upon percentage allocations of the CITY's total expenditures. Those allocations are reflected in Exhibit A, attached hereto and incorporated herein by this reference. Exhibit A shall not be modified without a properly executed written amendment to this Agreement. DISTRICT shall pay CITY one-twelfth (1/12) of the estimated or adjusted actual annual fee monthly, in advance, on or before the first day of each month for the performance of the City-provided services.
9. Section VI.I. (Annual Fee for Services) is modified to read as follows:
 - I. Annual reconciliation of costs and fees for CITY-provided services shall be provided by CITY to DISTRICT in the form provided as Exhibit B, attached hereto and incorporated herein by reference.
10. Section XV.C. (Termination) is modified to read as follows:
 - C. DISTRICT acknowledges that CITY has hired ten additional firefighters to provide DISTRICT with the fire protection services provided for in this Agreement. DISTRICT also acknowledges that a termination of this Agreement by DISTRICT may require that CITY lay off and displace some or all of these ten employees. In the event DISTRICT terminates this Agreement, DISTRICT shall make all reasonable efforts to provide employment opportunities to any CITY firefighters who may face lay off

as a result of the termination of this Agreement by DISTRICT. If as a result of the termination of this Agreement by DISTRICT, some or all of these employees are laid off or terminated by CITY, and CITY must pay these employees unemployment compensation benefits or other financial benefits or costs CITY is obligated to pay by law, contract, DISTRICT shall reimburse CITY in full for any such payments made by CITY. Any payments to be made under this Section shall comply with the provisions of the California Unemployment Insurance Code and any other applicable provisions of State law. CITY shall immediately provide DISTRICT with a copy of any contracts that provide the above-described employees with unemployment benefits, financial benefits or that have bearing on any other costs that would be incurred by the CITY or DISTRICT if the DISTRICT terminated this Agreement. CITY shall provide DISTRICT with an itemized description of the costs incurred and shall bill DISTRICT monthly for the amounts paid by CITY, and DISTRICT shall submit payment in full to CITY within ten days of the receipt of the bill by DISTRICT. In no event shall DISTRICT be obligated to pay the above-described costs if CITY terminates this Agreement or for more than six (6) months if DISTRICT terminates this Agreement.

ACCEPTED AND AGREED on the date indicated above:

KENSINGTON FIRE PROTECTION DISTRICT

By: *Leslie W Michael*
Print Name: LESLIE W MICHAEL
Print Title: PRESIDENT

CITY OF EL CERRITO

S. Potter
Sandi M. Potter, Mayor
Scott Hanin
Scott Hanin, City Manager

ATTEST: *Cawlgan Wilson*
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY
[Signature]

CITY OF EL CERRITO / KENSINGTON FIRE PROTECTION DISTRICT

Proposed Contract Fee for FY 2004 - 2005

LINE ITEM DETAIL BUDGET EXPENDITURES

101 GENERAL FUND**2510 FIRE**Proposed
Budget FY04-05

5100	<u>SALARIES & BENEFITS</u>		
51110	Salaries	27.75%	\$ -
51130	Temporary/Part-time Salaries	27.75%	\$ -
51140	Overtime Pay	27.75%	\$ -
51145	FLSA Overtime pay	27.75%	\$ -
51150	Special Pay	27.75%	\$ -
51210	PERS Contributions	27.75%	\$ -
51220	FICA/MEDICARE	27.75%	\$ -
51230	Insurance and Benefits	27.75%	\$ -
51240	Workers Compensation	27.75%	\$ -
51990	Salary Savings	27.75%	\$ -
	TOTAL	0	\$ -
5200	<u>PROFESSIONAL SERVICES</u>		
52190	Misc Professional Services	33.33%	\$ -
52220	Medical Services	33.33%	\$ -
	TOTAL	0	\$ -
5300	<u>PROPERTY SERVICES</u>		
53110	Utilities	0.00%	\$ -
53230	Building Maintenance Services	33.33%	\$ -
53240	Landscape/Park Maint Svcs	0.00%	\$ -
53250	Vehicle/Equip Maint Svcs	25.00%	\$ -
53320	Misc R&M Svcs	33.33%	\$ -
53330	Vehic Replcmt Rental Charge	18.83%	\$ -
53910	Solid Waste Services	33.33%	\$ -
	TOTAL	0	\$ -
5400	<u>OTHER SERVICES</u>		
54210	Telephone Expenses	20.00%	\$ -
54220	Mobile/wireless Expenses	20.00%	\$ -
54310	Legal Notices & Advertisements	25.00%	\$ -
54410	Printing and Binding	25.00%	\$ -
54510	Meetings & Hospitality	25.00%	\$ -
54610	Training & Education	25.00%	\$ -
54620	Conference Registration	25.00%	\$ -
54630	Travel & Lodging	25.00%	\$ -
54640	Food & Meals	25.00%	\$ -
54690	Dues & Subscriptions	25.00%	\$ -
54910	Other Administrative Services	25.00%	\$ -
	TOTAL	0	\$ -
5500	<u>SUPPLIES</u>		
55110	General Office Supplies	25.00%	\$ -
55120	Postage & Delivery	25.00%	\$ -

55130	Photocopying Charges	25.00%	\$	-
55210	Fuel	27.00%	\$	-
55230	Medical Supplies	30.00%	\$	-
55240	Clothing & Uniform Supplies	33.33%	\$	-
55250	Vehicle & Equipmt Supplies	25.00%	\$	-
55290	Other Operating Supplies	25.00%	\$	-
55520	Building Supplies	25.00%	\$	-
TOTAL		0	\$	-
5600 CAPITAL OUTLAY				
56310	Improvements, Not Buildings	0.00%	\$	-
56710	Other Equipment < \$10K	0.00%	\$	-
TOTAL		0	\$	-
5800 OTHER CHARGES				
58220	Licenses & Permits	25.00%	\$	-
TOTAL		0	\$	-
GRAND TOTAL		0	\$	-
OVERHEAD CHARGES (9% Of Personnel)		0	27.75%	\$
UNRECONCILED CONTRACT AMOUNT			\$	-
RECONCILIATION 2002-2003 FY BUDGET TO ACTUAL			\$	-
PROPOSED EC CONTRACT FEE FY 2004-2005			\$	-

KENSINGTON FIRE PROTECTION DISTRICT BUDGET**Prior Year Reconciliation**

<u>Account #</u>	<u>Description</u>	<u>2002-2003 Budgeted</u>	<u>2002-2003 Actual</u>	<u>Diff.</u>	<u>Percentage</u>	<u>Reconciliation</u>
5100	SALARIES & BENEFITS			0	27.75%	\$ -
5200	SERVICES					
5206	Medical/Promotional Exams			0	33.33%	\$ -
5208	Minor Equipment Maintenance			0	33.33%	\$ -
5210	Utilities - PG&E			0	26.44%	\$ -
5211	Utilities - Telephone			0	10.00%	\$ -
5212	Utilities - Water			0	100.00%	\$ -
5214	Utilities - Sewer / Garbage			0	100.00%	\$ -
5215	Vehicle Contract Maintenance			0	25.00%	\$ -
5215	Alarm System Services			0	25.00%	\$ -
5217	Emergency Preparedness Services			0	33.33%	\$ -
5218	Weed Abatement Services			0	0.00%	\$ -
5220-205	Professional Services			0	33.33%	\$ -
5220-206	Professional Services-Comm Maintenance			0	33.33%	\$ -
5220-250	Professional Services-Plan Review			0	0.00%	\$ -
5223	Property Tax Admin Charges			0	0.00%	\$ -
5245	Building Main. Services			0	0.00%	\$ -
5250	Computer Hardware Services			0	33.33%	\$ -
5251	Computer Software Services			0	33.33%	\$ -
5298	Vehicle/Equipment Charges			0	0.00%	\$ -
5299	Other Services			0	33.33%	\$ -
5300	SUPPLIES					
5306	Safety Equipment			0	33.33%	\$ -
5310	Office Supplies			0	25.00%	\$ -
5311	Clothing & Uniform			0	33.33%	\$ -
5324	Janitorial Supplies			0	33.33%	\$ -
5325	Fire Station Supplies			0	33.33%	\$ -
5349	Hose Supplies			0	33.33%	\$ -
5350	Medical Supplies			0	20.00%	\$ -
5370	Gasoline / Diesel / Fuel Supplies			0	27.00%	\$ -
5371	Vehicle Parts			0	25.00%	\$ -
5390	Minor Equipment			0	25.00%	\$ -
5400	OTHER CHARGES					
5410	Dues / Conferences / Meetings			0	25.00%	\$ -
5411	Training			0	25.00%	\$ -
5411-300	Hazardous Materials Training			0	25.00%	\$ -
5500	CAPITAL					
5521	Equipment			0	0.00%	\$ -
5531	Furniture and Fixtures			0	0.00%	\$ -
	TOTAL EXPENDITURES	0	0	0		\$ -
4422/4405	O.E.S. Reimbursements			-	27.75%	\$ -
						\$ -

KENSINGTON FIRE PROTECTION DISTRICT BUDGET

Prior Year Reconciliation

LINE ITEM DETAIL BUDGET EXPENDITURES

	FY 2015-16 Budgeted	FY 2015-16 Actual	Difference	Percentage	Reconciliation
5100 SALARIES & BENEFITS					
51110 Salaries	\$4,549,324.00	\$4,184,125.92	\$365,198.08	27.75%	\$101,342.47
51120 Temporary/Part-time Salaries	\$1,500.00	\$876.00	\$624.00	27.75%	\$173.16
51130 Temporary/Part-time Salaries			\$0.00	27.75%	
51140 Overtime Pay	\$594,709.00	\$1,046,381.91	(\$451,672.91)	27.75%	(\$125,339.23)
51145 FLSA Overtime pay	\$98,898.00	\$88,550.66	\$10,347.34	27.75%	\$2,871.39
51146 Non Suppression Overtime pay	\$78,375.00	\$77,359.09	\$1,015.91	27.75%	\$281.92
51150 Special Pay	\$0.00	\$0.00	\$0.00	27.75%	\$0.00
51210 PERS Contributions	\$1,456,156.00	\$1,541,528.28	(\$85,370.28)	27.75%	(\$23,690.25)
51200 PARS Contributions	\$0.00	\$11.39	(\$11.39)	27.75%	(\$3.16)
51220 FICA/MEDICARE	\$73,480.00	\$71,768.03	\$1,711.97	27.75%	\$475.07
51230 Insurance and Benefits	\$750,125.00	\$646,902.75	\$103,222.25	27.75%	\$28,644.17
51235 Life & LTD Insurance	\$47,336.00	\$37,619.93	\$9,716.07	27.75%	\$2,696.21
51237 Allowances & Other Benefits	\$160,025.00	\$135,245.64	\$24,779.36	27.75%	\$6,876.27
51240 Workers Compensation	\$102,638.00	\$101,479.82	\$1,158.18	27.75%	\$321.39
51242 Workers Compensation Pay (In Lieu of S	\$0.00	\$6,418.87	(\$6,418.87)	27.75%	(\$1,781.24)
51990 Salary Savings	(\$484,468.00)	\$0.00	(\$484,468.00)	27.75%	(\$134,439.87)
TOTAL	\$7,428,098.00	\$7,938,266.29	(\$510,168.29)		(\$141,571.70)
5200 PROFESSIONAL SERVICES					
52190 Misc Professional Services	\$6,500.00	\$24,386.18	(\$17,886.18)	33.33%	(\$5,961.46)
52220 Medical Services	\$15,000.00	\$9,238.50	\$5,761.50	33.33%	\$1,920.31
52230 Other Technical Services	\$0.00	\$3,213.60	(\$3,213.60)	33.33%	(\$1,071.09)
TOTAL	\$21,500.00	\$36,838.28	(\$15,338.28)		(\$5,112.25)
5300 PROPERTY SERVICES					
53110 Utilities	\$12,651.00	\$7,447.90	\$5,203.10	0.00%	\$0.00
53230 Building Maintenance Services	\$15,000.00	\$10,275.31	\$4,724.69	33.33%	\$1,574.74
53240 Landscape/Park Maint Svcs	\$20,000.00	\$42,782.19	(\$22,782.19)	0.00%	\$0.00
53250 Vehicle/Equip Maint Svcs	\$80,000.00	\$89,999.55	(\$9,999.55)	25.00%	(\$2,499.89)
53290 Misc R&M Svcs	\$60,000.00	\$74,461.57	(\$14,461.57)	33.33%	(\$4,820.04)
53320 Vehicle & Equip Lease	\$55,000.00	\$55,000.00	\$0.00	0.00%	\$0.00
53330 Vehicle Replomt Rental Charge	\$153,532.00	\$223,009.85	(\$69,477.85)	18.83%	(\$13,082.68)
53910 Solid Waste Services	\$6,000.00	\$5,803.84	\$196.16	33.33%	\$65.38
TOTAL	\$402,183.00	\$508,780.21	(\$106,597.21)		(\$18,762.49)
5400 OTHER SERVICES					
54210 Telephone Expenses	\$15,000.00	\$16,863.50	(\$1,863.50)	20.00%	(\$372.70)
54220 Mobile/wireless Expenses	\$12,000.00	\$16,655.57	(\$4,655.57)	20.00%	(\$931.11)
54310 Legal Notices & Advertisements	\$1,000.00	\$0.00	\$1,000.00	25.00%	\$250.00
54410 Printing and Binding	\$1,000.00	\$69.10	\$930.90	25.00%	\$232.73
54610 Travel & Training	\$25,000.00	\$32,559.92	(\$7,559.92)	25.00%	(\$1,889.98)
54910 Dues & Subscriptions	\$12,000.00	\$13,468.33	(\$1,468.33)	25.00%	(\$367.08)
54990 Other Administrative Services	\$15,000.00	\$18,974.31	(\$3,974.31)	25.00%	(\$993.58)
TOTAL	\$81,000.00	\$98,590.73	(\$17,590.73)		(\$4,071.73)
5500 SUPPLIES					
55110 General Office Supplies	\$6,000.00	\$3,975.24	\$2,024.76	25.00%	\$506.19
55120 Postage & Delivery	\$1,300.00	\$1,091.58	\$208.42	25.00%	\$52.11
55130 Photocopying Charges	\$3,000.00	\$1,323.62	\$1,676.38	25.00%	\$419.10
55210 Fuel	\$40,000.00	\$25,516.92	\$14,483.08	27.00%	\$3,910.43
55230 Medical Supplies	\$20,000.00	\$24,260.40	(\$4,260.40)	30.00%	(\$1,278.12)
55240 Clothing & Uniform Supplies	\$20,000.00	\$21,514.75	(\$1,514.75)	33.33%	(\$504.87)
55250 Vehicle & Equipmt Supplies	\$0.00	\$0.00	\$0.00	25.00%	\$0.00
55290 Other Operating Supplies	\$7,000.00	\$7,367.64	(\$367.64)	25.00%	(\$91.91)
55520 Building Supplies	\$10,000.00	\$4,878.85	\$5,121.15	25.00%	\$1,280.29
TOTAL	\$107,300.00	\$89,929.00	\$17,371.00		\$4,293.21
5600 CAPITAL OUTLAY					
56310 Improvements, Not Buildings	\$10,000.00	\$11,300.74	(\$1,300.74)	0.00%	\$0.00
56710 Other Equipment < \$10K	\$15,000.00	\$17,398.30	(\$2,398.30)	0.00%	\$0.00
56720 Other Equipment > \$10K	\$0.00	\$1,212.46	(\$1,212.46)	0.00%	\$0.00
TOTAL	\$25,000.00	\$29,911.50	(\$4,911.50)		\$0.00
5800 OTHER CHARGES					
58220 Licenses & Permits	\$1,000.00	\$558.00	\$442.00	25.00%	\$110.50
TOTAL	\$1,000.00	\$558.00	\$442.00		\$110.50
TOTAL EXPENDITURES	\$8,066,081.00	\$8,702,874.01	(\$636,793.01)		(\$165,114.45)