



**KENSINGTON FIRE PROTECTION DISTRICT**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**AGENDA**

Wednesday, January 11th, 2023 7:00pm  
Via Zoom Teleconference

Due to COVID-19, and in accordance with California AB 361, the District Board meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe and participate in the meeting by attending the Zoom webinar (on the day and time of the meeting) and may also provide public comment by sending advance comments prior to meeting to the Board President and Board Clerk via email at [public.comment@kensingtonfire.org](mailto:public.comment@kensingtonfire.org). Comments will then be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Chair's discretion.

Instructions on how to make a public comment during the meeting: At points in the meeting when the meeting chair requests public comment, members of the public participating in the live meeting either via internet or telephone shall indicate their desire to speak. If participating via internet, please click the "raise hand" feature located within the Zoom application screen. If connected via telephone, please dial "\*9" (star, nine).

Any member of the public who needs special accommodations should email [public.comment@kensingtonfire.org](mailto:public.comment@kensingtonfire.org) 48 hours prior to the meeting. This will enable the Kensington Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1).

For public comment items, each member of the public will be allotted the same maximum number of minutes to speak as set by the President before or during its consideration, except that public speakers using interpretation assistance will be allowed to testify for twice the amount of the public testimony time limit (California Government Code section 54954.3(a)).

This agenda is available on the KFPD website under the relevant meeting date at: <https://www.kensingtonfire.org/governance>. Please note that supplemental materials will be posted on the website with the agenda as soon as they are available prior to the meeting. Additional information and/or materials may be presented at the meeting itself.

**Internet Address:**

<https://us06web.zoom.us/j/89370207413?pwd=ZVV0emF4S3NqZEtNamtuZ0F5Q1pCdz09>

**Telephone Access:**

(720) 707-2699 or (346) 248-7799 or (253) 215-8782

**Zoom Webinar ID:** 893 7020 7413

**Passcode:** 653093

**TIMING OF AGENDA ITEMS:** *Approximate times are included below but may vary to accommodate appropriate discussion time and attention to the individual items.*

**1. (7:00pm) CALL TO ORDER/ROLL CALL**

President Stein, Director Dommer, Director Levine, Director Nagel, Director Watt

**2. (7:01pm) ADOPTION OF RESOLUTION 2023-01 Re-Authorizing Remote Meetings (Adopt)**

Action = Adopt

**3. (7:05pm) PUBLIC COMMENT**

Comments are limited to items on this special meeting agenda.

**4. (7:20pm) APPROVAL OF MINUTES**

Approve minutes for the December 14, 2022 Regular Board of Director's Meeting to provide a copy to Mechanics Bank as required to confirm the appointment of Mary Morris-Mayorga as Interim General Manager. (Supporting material)

**5. (7:23pm) CONTRACT FOR PROFESSIONAL SERVICES-BUDGET AMENDMENT**

Consider and approve a contract for professional services to provide assistance to the Interim General Manager and allow for business continuity. (Supporting material)

**6. (7:30pm) SANDBAG NOTIFICATION AND DISTRIBUTION**

Discussion of recent sandbag distribution notifications, concerns, and updates.  
Action = Discuss and direct staff as needed.

**7. (7:35pm) INFORM THE BOARD ON THE PRESIDENT'S APPOINTMENT OF TEMPORARY COMMITTEES FOR INFORMATION TECHNOLOGY, CONSOLIDATION LIAISON, PUBLIC SAFETY BUILDING, CONTRA COSTA COUNTY SPECIAL DISTRICT ASSOCIATION AND OTHERS THAT MAY BE SUGGESTED DURING THE MEETING.** (Information only, no action required by the board)

**8. (7:40pm) PUBLIC SAFETY BUILDING OPTIONS** (Jim Watt presentation, Information and discussion only, no action requested)

**9. (9:00pm) ADJOURNMENT**

The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on January 18, 2023 at 7:00pm. The deadline for agenda items to be included in the Board packet is Wednesday, January 4, 2023 by 1:00pm. The deadline for agenda-related materials to be included in the Board Packet is Wednesday, January 11, 2023 by 1:00pm.



## RESOLUTION 2023-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE KENSINGTON FIRE PROTECTION DISTRICT FOR THE PERIOD JANUARY 11, 2023 THRU FEBRUARY 10, 2023 PURSUANT TO BROWN ACT PROVISIONS.**

**WHEREAS**, the Kensington Fire Protection District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of Kensington Fire Protection District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, the Board of Directors previously adopted previous resolutions finding that the requisite conditions exist for the legislative bodies of Kensington Fire Protection District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

**WHEREAS**, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

**WHEREAS**, emergency conditions persist in the District, specifically, on March 4, 2020, Governor Newsom proclaimed a State of Emergency under the California Emergency Services Act due to COVID-19, which is still in existence; and

**WHEREAS**, on August 2, 2021, the Contra Costa County Health Officer issued a Health Order requiring the wearing of face coverings in workplaces and public settings due to the rise of the SARS-CoV-2 Delta Variant, which is still in effect and has been amended due to the Omicron Variant; and

**WHEREAS**, the Board of Directors does hereby find that the State of Emergency due to COVID-19 still exists; that many persons who regularly attend Board meetings are over the age of 65 and therefore considered particularly vulnerable to COVID-19, which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and therefore desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California and the recommendation of social distancing by the Contra Costa County Health Officer; and

**WHEREAS**, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Kensington Fire Protection District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, the District provides in the public notices and agendas for all public meetings the online and telephone options for participation in public meetings, protecting the right of the public to address their local officials and to participate in public meetings, and posts this information on the District's website, including instructions on how to access the public meeting remotely.

**NOW, THEREFORE BE IT RESOLVED**, that the board of directors of Kensington Fire Protection District does hereby resolve as follows:

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Affirmation that Local Emergency Persists.** The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and that many persons who regularly attend Board meetings are over the age of 65 and therefore considered particularly vulnerable to COVID-19, which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and therefore desires to affirm the recommendation of social distancing by the Contra Costa County Health Officer.

**Section 3. Re-ratification of Governor's Proclamation of a State of Emergency.** The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

**Section 4. Remote Teleconference Meetings.** The General Manager and legislative bodies of Kensington Fire Protection District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 5. Effective Date of Resolution.** This Resolution shall take effect from January 11, 2023, and shall be effective until the earlier of (i) February 10, 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Kensington Fire Protection District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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The foregoing resolution was duly adopted at a special meeting of the Kensington Fire Protection District on the 11<sup>th</sup> day of January 2023 by the following vote of the Board.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Julie Stein, President**

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**Larry Nagel, Secretary**



## KENSINGTON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING MINUTES

**DATE/TIME:** December 14<sup>th</sup>, 2022, 7:00PM

**LOCATION:** Fireside Room at the Unitarian Universalist Church of Berkeley, 1 Lawson Rd, Kensington CA 94707

**PRESENT:** Directors: President Larry Nagel, Director Don Dommer, Director Daniel Levine, Director Julie Stein, Director Jim Watt  
Staff: GM Bill Hansell, Chief Eric Saylor, EPC Johnny Valenzuela

### 1. CALL TO ORDER/ROLL CALL:

President Nagel called the meeting to order at 7:07 p.m. and confirmed the roll call.

### 2. OATH OF OFFICE:

Oath of Office was administered to Directors Levine, Stein, and Watt.

### 3. PUBLIC COMMENT:

A member of the public commented on consolidation of the two districts and voiced her objections. President Nagel read the letter from KPOA into the record (attached). Reed commended KPOA's letter. A member commented that KPPCSD and KPFD need to work together. Katherine congratulated the new board for newness and fresh approaches though felt a measured approach to consolidation should be taken along with listening to employees. Anthony Knight provided feedback on the hybrid meeting conveying sound and visibility issues. Director Stein distributed a package received from Bart Jones (which he had attempted to provide previously) on plans for the upstairs and downstairs of the public safety building and commented on them. President Nagel explained that the closure of the public safety building was the reason the plans had not been received earlier. Director Watt stated that he had commissioned an architect to draw plans for the public safety building as an alternative to house both fire and police. Another member supported this idea.

### 4. ADOPTION OF CONSENT ITEMS (0:26:18):

General Manager Hansel stated that there were no minutes included for item 4a. Director Stein requested that item 4d "Approval of Monthly Financial Reports 11/30/2022" be pulled for separate consideration.

<p><b>MOTION:</b> M/s Dommer/Levine: Motion to Adopt the Consent Calendar except for items 4a and 4d.</p>
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<p><b>VOTE:</b></p>
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<p>Ayes: Dommer, Levine, Nagel, Stein, Watt</p>
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<p>Nays: None</p>
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<p>Abstentions: None</p>
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<p>Absent: None</p>
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Motion Passed 5-0-0

Video Time Stamped: 0:28:42

**4d. Approval of Monthly Financial Reports 11/30/2022:**

Director Stein has quite a few questions and would rather postpone until after the first of the year. General Manager Hansell commented on the report. Motion to table and include in January

**MOTION:** M/s Watt/Levine: Motion to table Approval of Monthly Financial Reports for 11/30/2022 and include in January.

**VOTE:**

Ayes: Dommer, Levine, Nagel, Stein, Watt

Nays: None

Abstentions: None

Absent: None

Motion Passed 5-0-0

Video Time Stamped: 0:34:47

**5. OLD BUSINESS:**

**NONE**

**6. NEW BUSINESS (0:35:49):**

**6a. Presentation of Resolution 2022-24 Commending Director Janice Kosel and Resolution 2022-25 Commending Director Kevin Padian on their Exemplary Service to the Residents of Kensington:**

President Nagel read the resolution for Director Kosel. Director Stein appreciated the effort in writing this, but needs more time to review it and asked that both resolutions be referred to an Ad Hoc Committee then brought back in January. Public members provided comments on the process and want to ensure that the language is factual.

**MOTION:** M/s Dommer/Watt: To adopt Resolution 2022-24 Commending Director Janice Kosel.

**VOTE:**

Ayes: Nagel, Watt

Nays: Dommer, Levine, Stein

Abstentions: None

Absent: None

Motion Failed 2-3-0

Video Time Stamped: 0:55:55

President Nagel read the resolution for Director Padian. Director Stein stated that this was received late and would like to see the item come back after the Board has the opportunity to review. Public comments were provided on the process and language.

**MOTION:** M/s Dommer/Watt: To adopt Resolution 2022-25 Commending Director Kevin Padian.

<b>VOTE:</b> Ayes: Dommer, Nagel, Watt Nays: None Abstentions: Levine, Stein Absent: None	
Motion Passed 3-0-2	<b>Video Time Stamped: 0:59:44</b>

**6b. At-Will Employment Agreement for Interim-General Manager (1:01:40):**

General Manager Hansell introduced Brent Ives, BHI Management, and Mary Morris-Mayorga. Mr. Ives reviewed the search process for an Interim General Manager with an ad hoc committee reviewing three candidates. He commended Ms. Morris-Mayorga for her prior service in the role, stated the committee recommended moving forward with an agreement, and one has been negotiated with legal counsel. Director Stein and President Nagel thanked Mr. Ives and endorse this contract.

No public comments were made.

<b>MOTION:</b> M/s Stein/Watt: To approve an At-Will Employment Agreement for Interim-General Manager with Mary Morris-Mayorga and make associated budget adjustments.	
<b>VOTE:</b> Ayes: Dommer, Levine, Nagel, Stein, Watt Nays: None Abstentions: None Absent: None	
Motion Passed 5-0-0	<b>Video Time Stamped: 1:11:50</b>

**6c. General Manager Search (1:12:10):**

Mr. Ives presented his proposal for the General Manager Search and recommends the Board continue to place the item for permanent placement of a General Manager on the agenda to show this continues to be a focus. The Board discussed the recruitment in conjunction with issues related to potential consolidation with the KPPCSD and sharing of resources, then determined this item should be discussed at the January meeting.

Public comments were provided on consolidation and the general manager recruitment.

**6d. Construction Update on the PSB Seismic Renovation (1:39:20):**

General Manager Hansell presented this item as included in the packet and the Board discussed. No action was taken.

**6e. Date, Time, and Location of KFPD Board Meetings for CY2023 (2:17:24):**

President Nagel stated that current regular board meetings are held on the second Wednesday of each month by policy. In working with the KPPCSD, the Community



Center is not available so the policy allows for the regular meetings to be changed at the December meeting. The Board agreed to change the meetings to the third Wednesday.

**MOTION:** M/s Levine/Dommer: To move the regular meeting of the KFPD Board to the third Wednesday of each month at 7:00pm beginning in January.

**VOTE:**

Ayes: Dommer, Levine, Nagel, Stein, Watt

Nays: None

Abstentions: None

Absent: None

Motion Passed 5-0-0

**Video Time Stamped: 2:22:30**

**6f. Election of Officers for Calendar Year 2023 (2:22:49):**

President Nagel opened nominations for President. Director Watt nominated Director Stein for President who accepted, Director Dommer seconded. President Nagel nominated Daniel Levine who declined due to being newly elected.

**MOTION:** Vote for Director Julie Stein for the position of Board President for 2023

**VOTE:**

Ayes: Dommer, Levine, Nagel, Stein, Watt

Nays: None

Abstentions: None

Absent: None

Motion Passed 5-0-0

**Video Time Stamped: 2:24:30**

President Nagel opened nominations for Vice President. Director Stein nominated Director Levine for Vice President who accepted, Director Watt seconded.

**MOTION:** Vote for Director Daniel Levine for the position of Vice President for 2023

**VOTE:**

Ayes: Dommer, Levine, Nagel, Stein, Watt

Nays: None

Abstentions: None

Absent: None

Motion Passed 5-0-0

**Video Time Stamped: 2:25:13**

President Nagel opened nominations for Secretary. Director Levine nominated Director Nagel for Secretary who accepted, Director Stein seconded.

**MOTION:** Vote for Director Larry Nagel for the position of Secretary for 2023

**VOTE:**

Ayes: Dommer, Levine, Nagel, Stein, Watt

Nays: None

Abstentions: None

Absent: None

Motion Passed 5-0-0

Video Time Stamped: 2:25:58

**6. FIRE CHIEF'S REPORT (2:26:19):**

Chief Saylor presented his written report on November 2022 responses and activities.

**7. EMERGENCY PREPAREDNESS COORDINATOR REPORT (2:27:55):**

EP Coordinator Valenzuela presented his written report on his work since the last board meeting.

President Nagel asked for a motion to extend the meeting until 10:15pm.

**MOTION:** M/s Levine/Stein: To extend the meeting until 10:15pm.

**VOTE:**

Ayes: Dommer, Levine, Nagel, Stein, Watt

Nays: None

Abstentions: None

Absent: None

Motion Passed 5-0-0

Video Time Stamped: 2:40:00

**8. GENERAL MANAGER'S REPORT (2:40:25):**

General Manager Hansell outlined his written report. Director Levine apologized for his comment regarding truthfulness earlier in the meeting, General Manager Hansell apologized for his sensitivity to the issue.

**9. EMERGENCY PREPAREDNESS COMMITTEE REPORT (2:46:05):**

**9a. Emergency Preparedness Committee Meetings of December 8, 2022**

President Nagel provided an overview of the meeting.

**10. OUTSIDE AGENCIES REPORTS:**

**10a. Contra Costa Special Districts Association**

Director Stein reported on current association activities. President Nagel provided an overview of the presentation.

**11. ADJOURNMENT:** President Nagel adjourned the meeting at 10:03 p.m. The next Board of Directors meeting will occur on January 18, 2023.

MINUTES PREPARED BY: Mary Morris-Mayorga

These minutes were approved at the Special Board Meeting of the Kensington Fire Protection District on January 11, 2023.

Attest:

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Secretary of the Board

DRAFT



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** January 11, 2023

**TO:** Board of Directors  
Kensington Fire Protection District

**RE:** **Contract for Professional Services and Budget Amendment**

**SUBMITTED BY:** Mary Morris-Mayorga, Interim General Manager

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### **Recommended Action**

Staff recommends that the Board consider approving a professional administrative services agreement with Bill Zenoni in an amount not-to-exceed \$14,000 and amend the FY 2022-23 budget.

### **Background**

Given the part-time nature of the General Manager position, there may be times when additional assistance with completion of projects and/or coverage during the absence of the Interim General Manager may be needed. An agreement for professional services would facilitate this and support business continuity for KFPD.

Bill Zenoni, a long-term local government professional, has been identified as a resource for this and is interested in serving as such for KFPD. While the final hourly rate determination is in progress, a reasonable not-to-exceed estimate is \$14,000. Even beyond recruitment for a permanent General Manager, it may be wise for the Board to consider this type of resource.

### **Fiscal Impact**

Funds are available within the existing budget that have not been utilized for a Grant Coordinator, so will be reallocating to Professional Services for this agreement.

Attachment: Professional Services Agreement



## KENSINGTON FIRE PROTECTION DISTRICT CONSULTANT AGREEMENT

DATE: 1/XX/2023

PARTIES: KFPD: Kensington Fire Protection District  
217 Arlington Ave.  
Kensington CA 94707

CONSULTANT: Bill Zenoni

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:

CONSULTANT agrees to provide administrative management services to support the Interim General Manager as needed and during absence.

3. Term of Agreement:

This Agreement shall commence on \_\_\_\_\_, 2023 and continue until June 30, 2023, unless this Agreement is terminated earlier as provided herein under paragraph 15.

4. Compensation:

The compensation shall be \_\_\_\_\_ per hour for services performed pursuant to this Agreement with a total not-to-exceed amount of \$14,000. Payments shall be made within 15 days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:

KFPD shall reimbursement CONSULTANT for actual expenses incurred in the course of the Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks and other related items, as well as costs specifically incurred for the performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying.

6. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

7. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by KFPD.

8. Invoicing:

CONSULTANT shall submit each invoice by email to [ap@kensingtonfire.org](mailto:ap@kensingtonfire.org). All invoices must reference this contract by the name of the parties and date executed, service performed.

9. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the KFPD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to KFPD. The CONSULTANT shall not have any claim under this Agreement or otherwise against KFPD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. KFPD will issue a form 1099 at year-end for fees earned.

10. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of KFPD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

11. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to KFPD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

12. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. Indemnification, Hold Harmless and Defense:

CONSULTANT shall indemnify, defend with counsel acceptable to KFPD, and hold harmless KFPD and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of KFPD.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the KFPD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by KFPD, may be retained by KFPD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

14. Discrimination:

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations

Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

15. Termination:

KFPD may cancel this Agreement at any time and without cause upon written notification to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to compensation for undisputed services performed to the effective date of termination.

16. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire KFPD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of KFPD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

17. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

18. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

19. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is Contra Costa County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.



20. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the KFPD whether executed by or for the CONSULTANT for KFPD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to KFPD forthwith upon termination or completion of the work under this Agreement.

21. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees **in** addition to any other relief to which such party may be entitled.

22. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

23. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

24. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

25. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of KFPD shall be personally liable to CONSULTANT in the event of any default or breach by KFPD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

26. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless **in** writing and signed by both parties.

IN WITNESS WHEREOF, KFPD and CONSULTANT have executed this Agreement on the day and year first written above.

Bill Zenoni

Kensington Fire Protection District  
217 Arlington Avenue  
Kensington CA 94707

By: \_\_\_\_\_  
Bill Zenoni

By: \_\_\_\_\_  
Julie Stein  
President, KFPD Board of Directors

Approved as to Form:

By: \_\_\_\_\_  
General Counsel

DRAFT

**Supporting material for agenda item 7:**

**INFORM THE BOARD ON THE PRESIDENT’S APPOINTMENT OF TEMPORARY COMMITTEES**

**1. INFORMATION TECHNOLOGY (Daniel Levine)**

- Project scope includes: provide policy support to Interim GM and board members for matters requiring information technology expertise including but not limited to effective execution of hybrid meetings, new applications of information technology solutions to further streamline district operations, e.g., voice recognition transcription of audio to minutes. Liaise with KFPD’s information technology service provider as needed.

**2. CONSOLIDATION LIAISON (Danial Levine)**

- Project scope includes: report to the KFPD board on any significant developments in the KPPCSD board’s discussions and actions related to consolidation or unification of KPPCSD and KFPD (“consolidation”). Recommend agenda items for KFPD board meetings when applicable. For background, refer to KPPCSD board meeting action on the topic of consolidation at the December 2022 regular meeting. This liaison role (temporary committee of one board member) may be expanded to a committee of two-board members in the future.

**3. PUBLIC SAFETY BUILDING (Julie Stein and Jim Watt)**

- Project scope includes: Liaise with counterparts on the KPPCSD board, if applicable, and with KFPD’s interim GM and other staff, consultants, contractors, and constituents related to progress, occupancy options, and financial updates on the seismic renovation of the Public Safety Building.

**4. CONTRA COSTA COUNTY SPECIAL DISTRICT ASSOCIATION REPRESENTATIVE (Larry Nagel)**

- Project scope includes: Attend chapter meetings of the Contra Costa Special District Association whenever possible and report to the Interim GM and the board on relevant developments and items requiring board action.

**5. OTHERS THAT MAY BE SUGGESTED DURING THE MEETING.**

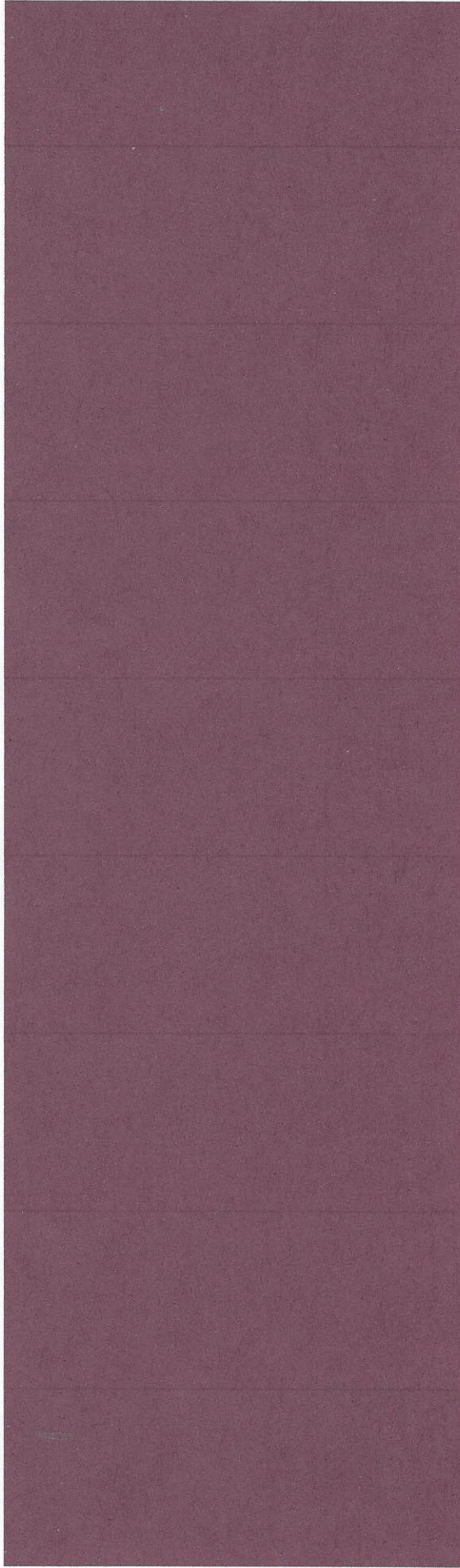
- Examples may include oversight of sandbag distribution during extreme weather events.

Standing committee appointments are subject to board approval and will be placed on the agenda at the regular board meeting on January 18, 2023. Standing committee meetings are subject to the Brown Act.



# THE PUBLIC SAFETY BUILDING

CONSIDERING JOINT OCCUPANCY?



## BACKGROUND

- **The PSB was built in 1970 for Fire and Police use**
  - KFPD Board Policy 11:30 states “The building is for the benefit of both police and fire functions”
  - Moving forward on the “fire only” station is a violation of this policy
- **Joint use of the PSB has been mutually beneficial**
  - For 52 years, Police and Fire have co-exists and the police have contributed to the maintenance and upgrading of the PSB
  - The current central location is ideal for both Police and Fire
  - The long search for alternative locations for the Police shows that alternative, suitable locations of the police will be difficult to find, expensive to construct, and not centrally located

## BACKGROUND

- **In April 2021, the KFPD decided to pursue a fire-only plan because:**
  - A fire-only plan was introduced at that time which replaced all further discussions on joint plans
  - 303 Arlington (next to Ace Hardware) appeared to be a viable Police option, but that proved unworkable
  - Director Dommer and GM Hansell said the PSB could move forward as fire-only and interior changes could later be considered to house the Police
- **All the costs of the fire-only PSB are borne by Kensington**
  - When the 10 year fire contract was signed in 2020, El Cerrito requested no expansion of Kensington Fire Station 65
  - Although 40% of the Station 65 calls go into El Cerrito, El Cerrito is not contributing to the expansion
  - El Cerrito Station 72 (further up the Arlington) is similar in size to the portion of the PSB that is currently used for fire (~4500 sqft) but El Cerrito has no plans to expand Station 72

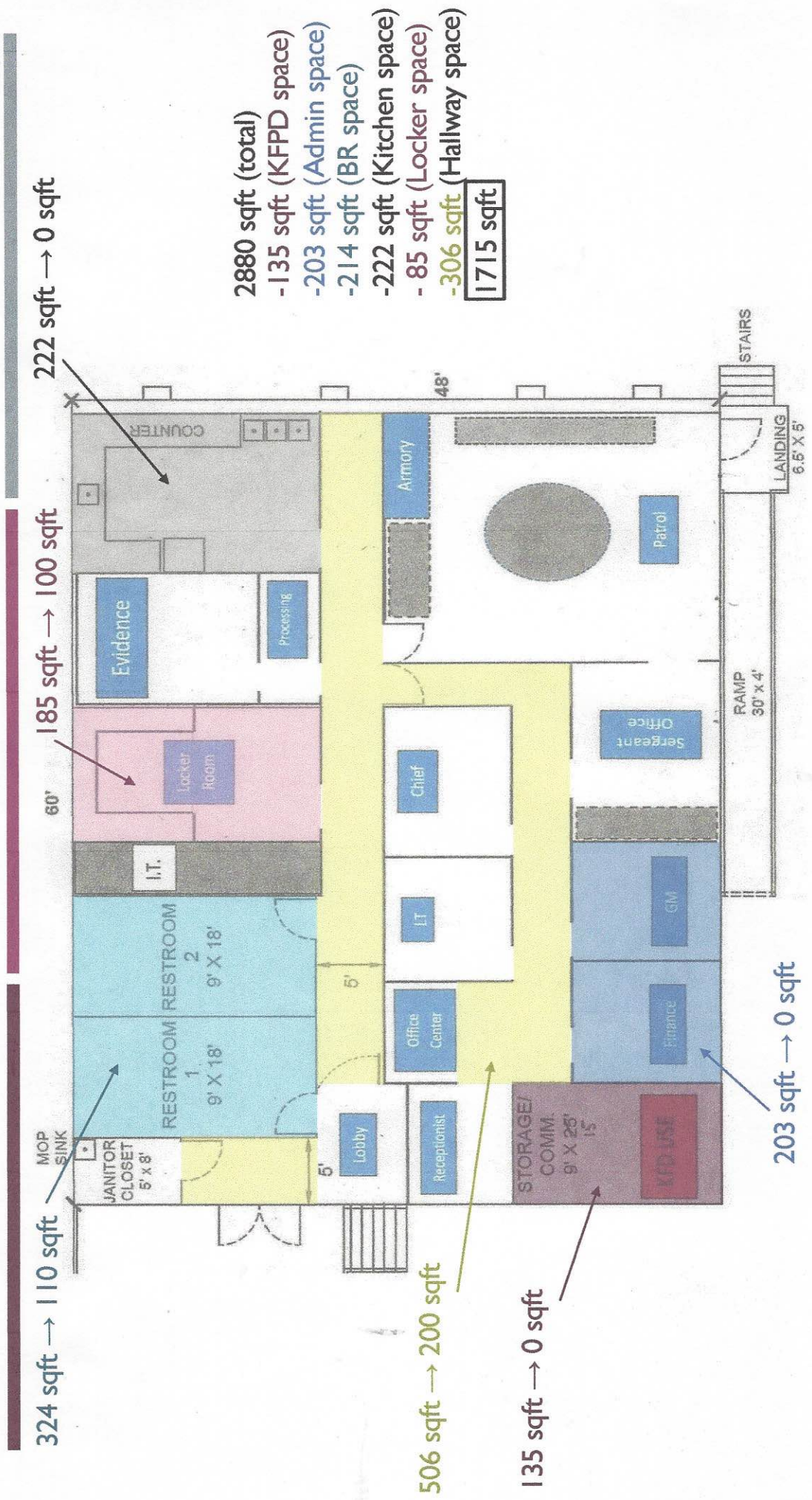
## KFPD AND KPPCSD FINANCIAL IMPACTS

- **The total KFPD cost of the current fire-only plans is ~\$8.0M + \$2.0M in interest**
  - This would leave the KFPD with virtually no remaining cash reserves
  - Other emergency preparedness initiatives may have to be delayed indefinitely
  - District costs are likely to continue to raise faster than property tax revenues
- **The KPPCSD has limited available cash for their own station**
  - Unrestricted cash reserves are about 1.0 million
  - Proposed alternative KPPCSD sites, including Arlington Park, could cost \$4-6M, required debt service on \$3-5M
  - Such costs could require a property tax assessment increase

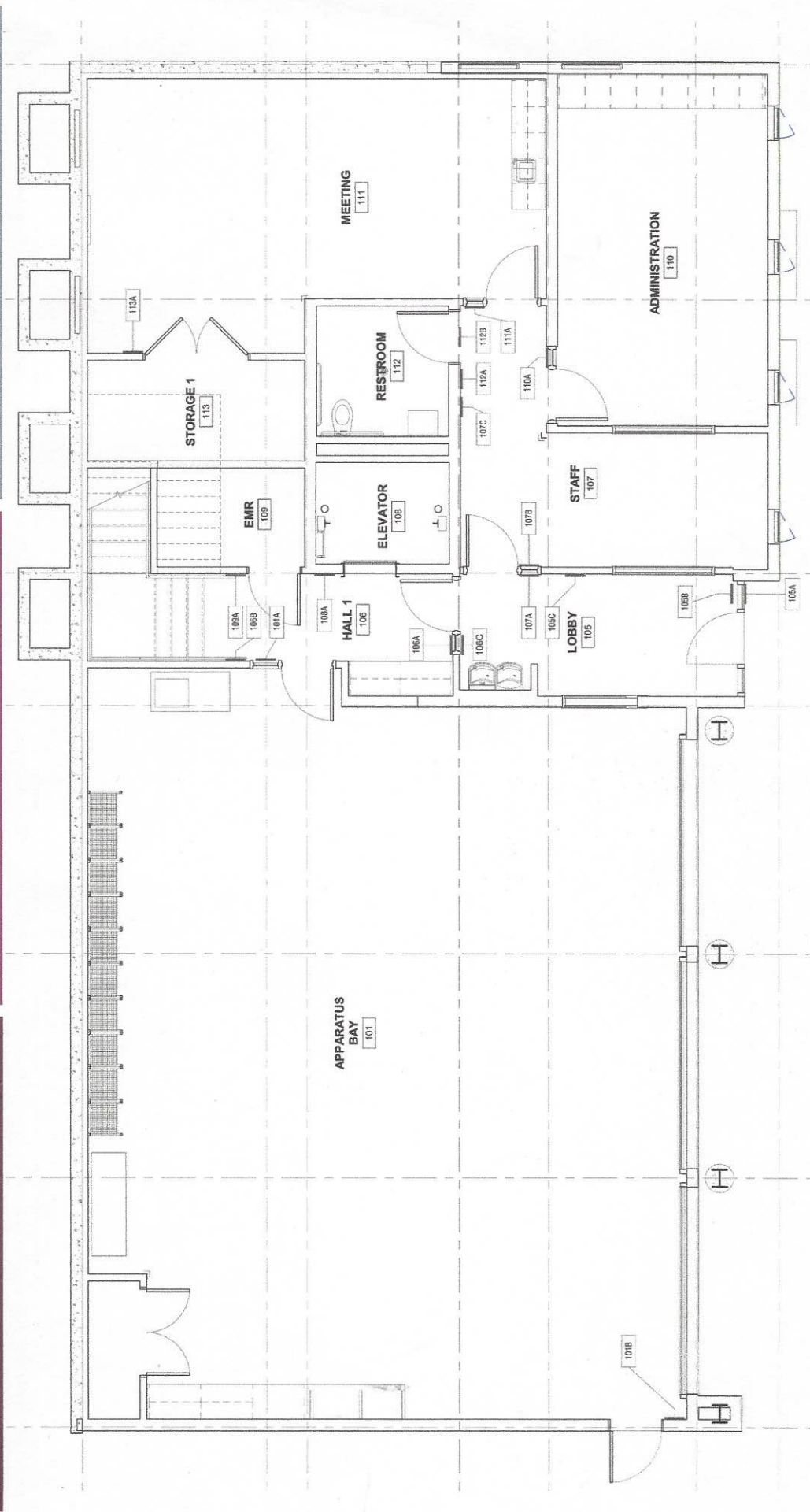
## LAYOUT OF THE TEMPORARY EL CERRITO POLICE STATION

- Before turning to joint occupancy plans, let us review the current Temporary Station
- The Temporary Kensington Station is 2880 sqft
- Let's take a look at what this station provides and what is necessary



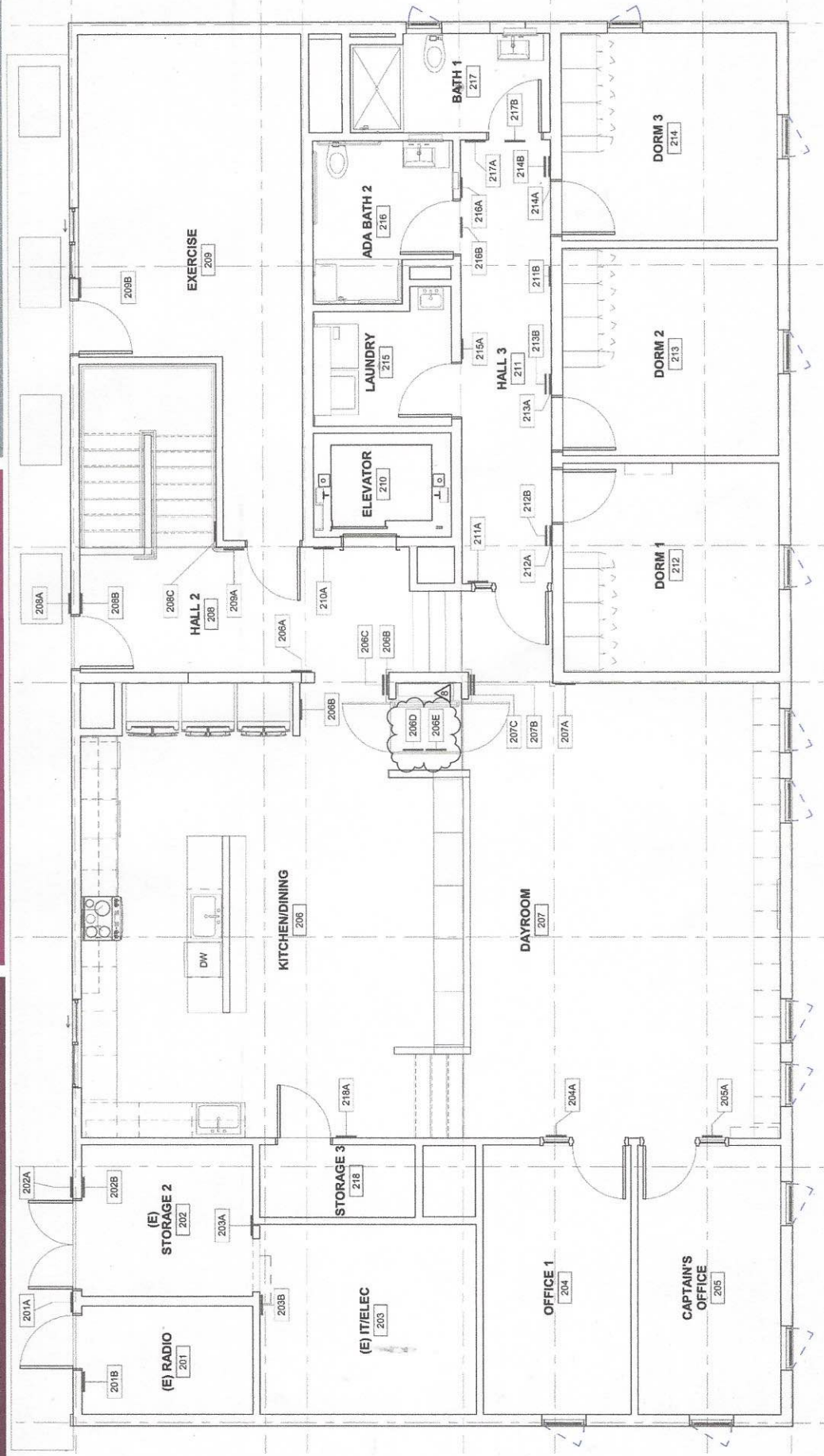


**"Fire-Only" Floor 1**

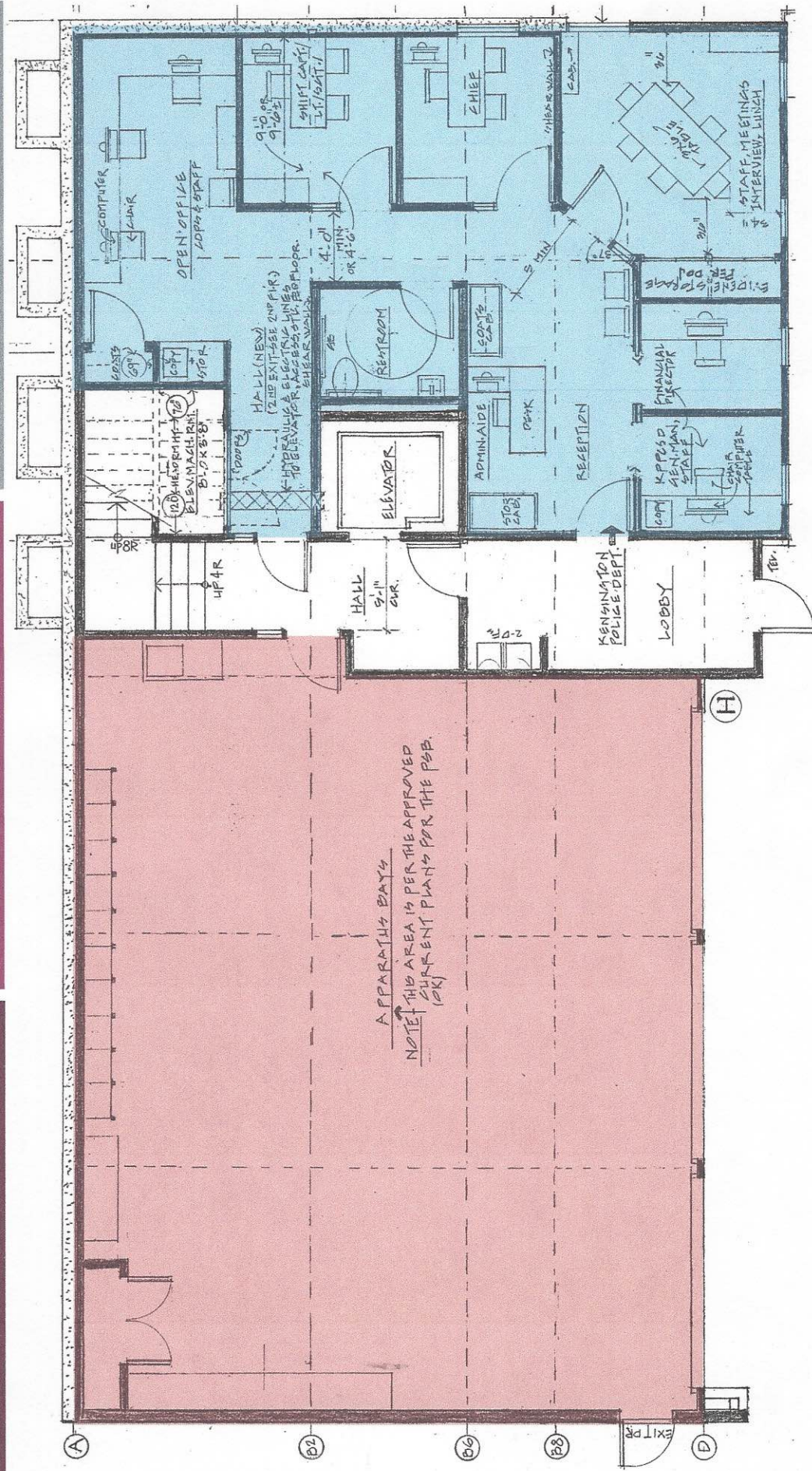


“Fire-Only” Floor 2

total proposed living area is 1700 → 2880 sqft

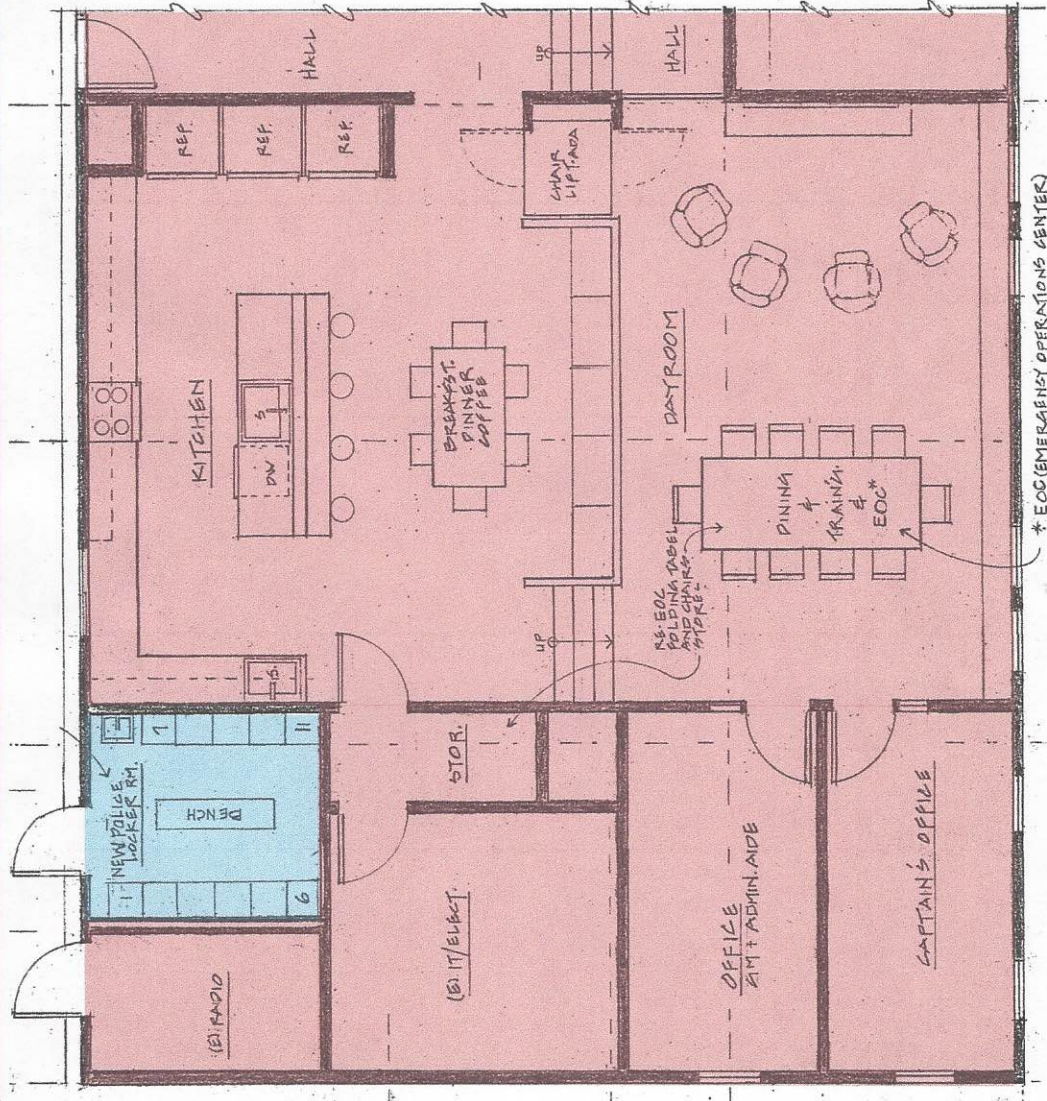


# BART Floor I

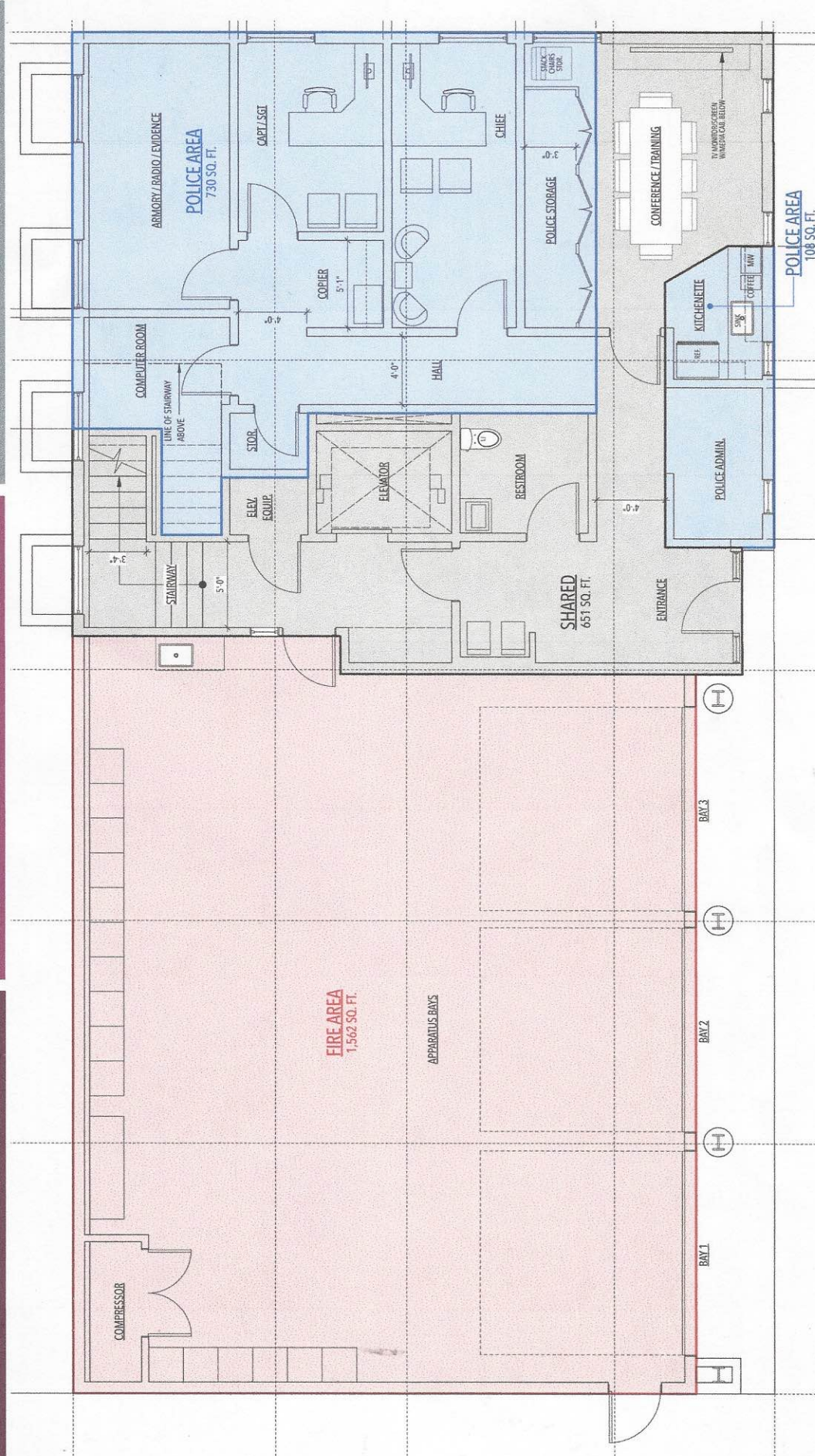


BART Floor 2 Living Area

total proposed living area 1700 → ~2730 sqft

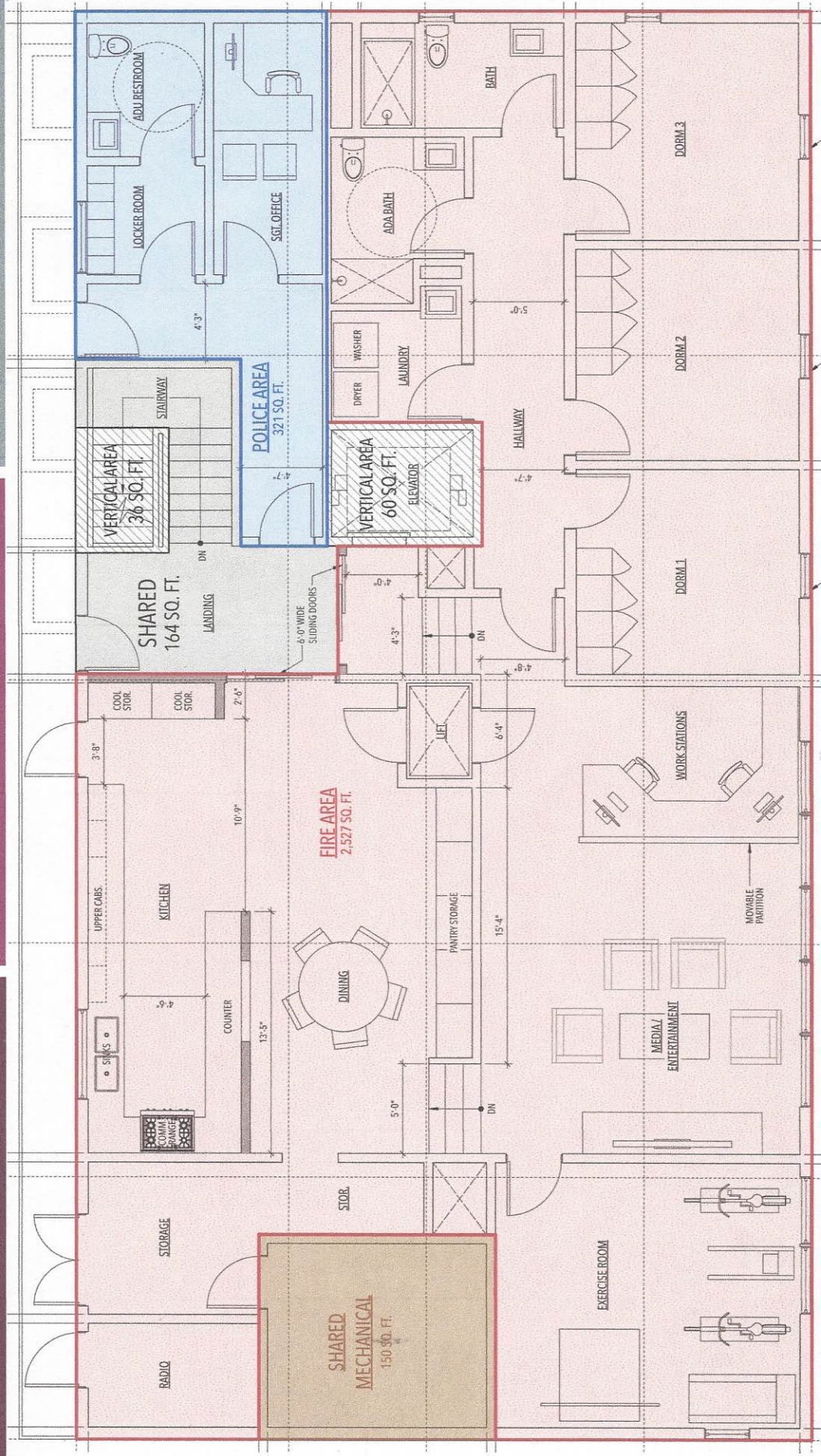


# WATT Floor 1



# WATT Floor 2

total proposed living area 1700 → 2527 sqft





**THE RECENT ELECTION RESULTS INDICATE THAT  
WE REVISIT JOINT OCCUPANCY PLANS**

