



# KENSINGTON FIRE PROTECTION DISTRICT

## CONSULTANT AGREEMENT

DATE: July 1, 2023

PARTIES: KFPD: **Kensington Fire Protection District**  
217 Arlington Avenue  
Kensington CA 94707

CONSULTANT: **Altivu**  
[Redacted]

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 Emergency Preparedness Coordinator services, per attached Exhibit A: Scope of Services ("Work").

3. Term of Agreement:

This Agreement shall commence on the date of execution by the KFPD General Manager and continue until June 30, 2024, unless this Agreement is terminated earlier as provided herein.

4. Compensation:

The compensation shall be paid at the rate of Fifty-One Dollars and Seventy-Eight Cents (\$51.78) per Hour for services performed pursuant to this Agreement. Compensation shall not exceed One Hundred and Seven Thousand Seven Hundred and Four Dollars (\$107,704.00) for services rendered pursuant to this agreement. Payments shall be made within Fifteen (15) days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:

KFPD shall reimbursement CONSULTANT for actual expenses incurred in the course of the

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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 one original and one copy of each invoice to: Kensington Fire Protection District, 217 Arlington Ave., Kensington, CA 94707. 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

## KENSINGTON FIRE PROTECTION DISTRICT

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, such 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

## KENSINGTON FIRE PROTECTION DISTRICT

disability in violation of any applicable local, state or federal laws or regulations.

15. 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.

16. 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.

17. 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.

18. Drug Free Workplace:

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

19. 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.

20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is Contra Costa

## KENSINGTON FIRE PROTECTION DISTRICT

County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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27. 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 written below.

Altivu

Kensington Fire Protection District,  
A Political subdivision of the State of  
California

By:   
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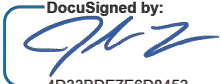
Johnny Valenzuela  
Consultant

Mary A. Morris-Mayorga  
Interim General Manager, KFPD

Date: 7/17/2023

Date: 7/17/2023

Approved as to Form:

By:   
4D33BDE7E6D8453

District Counsel

# KENSINGTON FIRE PROTECTION DISTRICT

## **EXHIBIT A** **SCOPE OF SERVICES**



EMERGENCY PREPAREDNESS COORDINATOR  
2023/24 CONTRACT PROPOSAL

**KENSINGTON FIRE PROTECTION DISTRICT  
EMERGENCY PREPAREDNESS COORDINATOR  
DATE 5/12/2023**

**APPLICANT: ALTIVU/J.VALENZUELA**



## SUMMARY

Kensington continues working toward being one of the most prepared and resilient communities in the Bay Area. Over the last contract period, Kensington residents increased opportunities to engage with their neighbors and bring concerns to the forefront through the Neighborhood Emergency Preparedness Block Party program. These gatherings provide the Kensington Fire Protection District an opportunity to meet face-to-face with residents that are open to learning more about the work being done in the community and what they can do to improve safety and readiness in Kensington.

Kensington residents take pride in being an engaged community of active residents working together toward a common goal. This cultural attribute is a strength that not all wildfire communities share. This is the foundation for building a sustainable volunteer model to accomplish the rapidly growing list of tasks and initiatives needed to keep the community safe.

Although a high percentage (estimated 96%) of Kensington residents are registered with the Contra Costa County Community Warning System, the challenge has been to have the same size audience receiving and responding to Emergency Preparedness communications on social media. Social media posts have less than a 1% average engagement rate on the Nextdoor platform.

Print media is both slow and infrequent. The effectiveness or engagement of the communication cannot be measured. A monthly community-wide newspaper and a bi-annual newsletter from the KFPD are far-reaching, but more needs to be done to reach the community efficiently and effectively.

The most effective form of communication (non-alert) at Kensington Fire Protection District's disposal is through direct email. An average of 74% of residents subscribing to the Red Flag Warning distribution list are opening their emails and engaging with the content. This email newsletter will provide the best method of early warning of heightened wildfire risk to the community since CWS will not issue a broad alert until there is imminent danger.

Kensington residents should be very proud of the 96% metric for CWS alert registration, but that should be the baseline, and all other areas of basic preparedness should be raised to that level.

### **Raising the Bar on metrics**

In 2020-2021 the CERT Program Manager developed a survey that was deployed through the CWS Test Alert and was used to collect preparedness data in the community. This survey was adapted in a simpler form and used to poll participants at the Kensington Neighborhood Emergency Preparedness Block Parties in the summer of 2022. These surveys showed a consistently high percentage of CWS registrants but needed more preparedness in other areas. On average, most Kensington residents required a plan for their evacuation, a designated place to stay if an evacuation occurred, and adequate emergency supply storage at home.

The survey has been relaunched in the 2023 Spring Edition of The Fire Plug, with a few dozen responses to date. The survey will be ongoing and promoted across a broader region to encompass parts of El Cerrito to provide data to target candidates for CERT recruitment. The information from the survey will be used to guide our decisions and planning for training and preparedness initiatives.

**Driving a culture of preparedness through community engagement**

Kensington's well-established community-centric culture is a solid foundation for building a sustainable source for volunteers and a network for collaboration among community organizations. Substantial community participation through established and organized blocks has overcome the challenge of not engaging on social media. This is evident with the National Night Out Events happening throughout Kensington. The hosts are often the epicenter of communication and help to communicate outwardly to their networks; These block organizers also have a strong understanding of their neighbors' needs and wildfire risks associated with their blocks. Unsurprisingly, one of Kensington's most organized and active parts (Kensington Court and surrounding streets) is the first to establish a Firewise Community (Wildcat Firewise). There is a direct relationship with the block party tradition, the interaction with the neighbors, and the willingness for the neighborhood to move toward organized and coordinated efforts to be safer together. We see the pattern repeated on Highland, Lake Drive, and Purdue. Establishing the first firewise community in Kensington is a stepping stone to developing a more robust culture of preparedness by providing a templated framework and an opportunity to solidify a sustainable volunteer model.

**Maintaining Coordination Between Law Enforcement and Fire**

The Public Safety Building renovation has stirred various concerns and sentiments related to the separation of the agencies. Public relations has been a tandem effort with emergency preparedness initiatives. The conscientious effort of the Emergency Preparedness Coordinator ensures that the Kensington Police and Kensington Firefighters are working together in a coordinated manner in the public eye. The Kensington Police Department has requested the assistance of the Kensington Fire Protection District's Emergency Preparedness Coordinator to develop a campaign for optimizing parking configuration on the streets of St. Alban's, Windsor, and York. The Kensington Police Department wants to educate the community and garner support for the parking changes through Neighborhood Emergency Preparedness Block Parties and the distribution of printed material.

## PROJECT APPROACH

In the first year of the Emergency Preparedness Coordinator contract, we were focused on creating a foundation to communicate and educate the community on emergency preparedness initiatives and build relationships with neighboring agencies and community groups. Upon this foundation, the Kensington Fire Protection District has effectively launched several robust public safety campaigns and events, such as; National Night Out, September's National Preparedness Month, Kensington Evacuation Drill, Red Flag Warnings, and various other publications and public engagements. Local restrictions on public gatherings were an obstacle for most of the first year (2021-2022). However, the District maintained a steady cadence of public interactions to keep the Fire District accessible and present in the residents' daily lives. Proceeding into a second year, the Emergency Preparedness Coordinator continued programming initiatives and campaigns built with the CORE concepts as presented to the Kensington Fire District Board in the December 2021 Monthly Board Meeting. These CORE elements incorporate the following into the District's program:

**Culture:** Align initiatives with Kensington's values to create a culture of preparedness.

**Opportunities:** Provide meaningful engagements and opportunities for community members to connect and build relationships leading to collaborative preparedness activity.

**Registration:** Promote registration for alerts, notifications, and direct communication between the Fire District and the community to maintain and improve preparedness objectives.

**Education:** Leverage public engagements, communication channels, and training opportunities to educate the public and provide skills that improve preparedness and resiliency during emergencies.

Throughout 2022 our presence at public events was possible by lifting state and local restrictions. As a result, it was possible to start gathering data from a block-to-block level while attending the Neighborhood Emergency Preparedness Block Parties. The data collected indicated weak points in preparedness, specifically in the residents' planning for an alternate location to stay if an evacuation were to occur. The data also worked as a motivation tool in the community to improve preparedness and to get residents to work on their plans. On a broader scale, most agencies do not collect performance feedback from their residents regarding emergency preparedness. With the coordination of El Cerrito/Kensington Program Manager Chris Hilliard, we can map how prepared the community is and where there is interest in training for CERT through a tool he developed.

In early 2023, Fire Chief Eric Saylor expressed the need and willingness to restart the CERT program by dedicating resources and oversight of training. CERT areas were reorganized based on Zonehaven boundaries to better organize and align the community on updated mapping tools for first responders. The hierarchy was also established on the fire service chain of command to more effectively manage incidences and operate with an optimal span of control. Through reinvigorating CERT, we can drive recruitment for volunteers across more community initiatives other than CERT training to work toward the sustainability of Kensington's volunteer pool for emergency preparedness issues.

## RECOMMENDATIONS

### **Continue to promote Neighborhood Emergency Preparedness Block Parties.**

Inspired by the success of Kensington's National Night Out, these block parties are intended to bring neighbors together to discuss and plan how to make their communities more resilient. The introduction of the NEP Block Party has encouraged blocks to gather more than once a year for the National Night Out.

Kensington Court has quickly grown from an annual National Night Out event to an NFPA Recognize Firewise community in just a few months. The benefit of block organization and frequent gatherings to promote initiatives through these channels cannot be understated. This is the most effective way to reach our residents and encourage action throughout the community.

### **Expand Firewise Recognized Communities in Kensington**

Funding vegetation abatement projects has been a concern in Kensington, specifically for Cerrito Canyon and the eastern ridge bordering East Bay Parks. Firewise recognition has finally been achieved for a part of the community, and the Wildcat Firewise Community has already set its sights

on grants and lowering individual homeowners' insurance expenses. With these Firewise communities, there is an opportunity to implement a Fire Ambassador Program as exists in Moraga-Orinda, to train community volunteers to work as experts to guide home hardening and defensible space prescriptions on homes. This resource will further emphasize the work being done by the Fire Marshall.

**Volunteer Recruitment For Sustainability** As the Kensington Fire Protection District's initiatives become more complex and demanding, volunteers are needed to support the objectives. In the last year, a concerted effort has been made to focus on public events without relying on El Cerrito/Kensington Fire Department on-duty personnel. As CERT ramps back up to a regular training schedule, it will be a primary source of volunteers to pull from for other emergency preparedness initiatives. Focusing on a sustainable volunteer culture and bringing in younger families is a critical need.

**Expectations for Evacuation Drills** The first Kensington Evacuation Drill (2022) created a template that can be used and adapted for evacuation scenarios throughout the District. Nine agencies supported the Kensington Evacuation Drill, which can be increased by coordinating a safety fair at the final check-in location. Neighboring agencies participating in the Tri-City Safety Fair can incorporate an evacuation drill leading to the safety fair. Participants can attend an exciting community event after an evacuation drill instead of showing up at a parking lot, giving their address, and going home. The desire to have a 2023 Evacuation Drill did not come to fruition, as drills are often resource intensive for public safety agencies. A regular interval of at least every other year to drive awareness and discover blind spots in planning should be considered. All other drills can be done virtually or on a block level with residents going through scenarios at Neighborhood Emergency Preparedness Block Parties. Maps can be distributed to the community through a mailer to help residents plan for evacuations, learn their routes, drive alternate routes to understand the community better, and consider options if their mobility is compromised.

## FEE SCHEDULE

Compensation rates have increased per the US Bureau of Labor Statistics CPI calculation of 2.38%. The total contract value based on the U.S. Bureau of Labor Statistics, CPI Inflation Calculator of \$107,704.00 shall be paid monthly, with each billing not to exceed \$8,975.30. The contract begins on July 1st, 2023, immediately after the current contract's expiration.

Work with CERT Program manager to hybridize a CERT/Wildfire Ambassador function of awareness and wildfire risk mitigation initiative  
Fire Ambassador Program.

**Develop a Recruitment campaign to reintroduce CERT across Kensington/EI Cerrito**

Work with EPC Sub committee to establish the best message and method relevant to the community

**Introduce material from surrounding areas that encourage home hardening**

Work with firewise community and organized blocks to push ConFire adopted standards

**Promote and support Block Party Actives**

Continue pushing NEP Block Parties to promote District Emergency Preparedness objectives

**Achieve 750 Email Subscribers in 2023/24 Contract Year**

Emphasize the benefit of early warning of high fire risk for residents to act on preparedness tasks.

**Develop Campaign for KPD RE: York / Windsor /St. Albans'**

Establish contacts on York/Windsor/St.Albans to introduce NEP Block Party and distribute campaign material for part

**Attend and Present at KPOA Annual Meeting**

Develop a presentation for the KPOA annual meeting that aligns with district preparedness objectives.

**Continue State and National Preparedness Campaigns**

Launch campaigns for Wildfire Preparedness Week and National Preparedness Month.

**Outlook Content / The Fire Plug**

Maintain regular article publications via the Outlook and The Fire Plug.

**Produce and Distribute Supplemental Information as Needed**

**Reinforce the need to develop Household Communication Plan / Reunification Plan**

**Update website content and develop pages as needed**

**Continue CWS registration assistance for residents when requested**

**Distribute door hanger notices throughout Kensington when needed**

Relationships	County of Alameda	Identify all neighboring agencies and regional jurisdictions and relevant staff.
	County of Contra Costa	
	El Cerrito- Kensington Fire	
	Berkeley Fire	
	Albany Fire	
	Richmond Fire	
	Berkeley Fire	
	Alameda County Fire	
	Orinda-Moraga Fire	
	San Pablo Fire	
	Hercules Rodeo Fire	
	Cal Fire	
	Sheriff Alameda	
	Sheriff Contra Costa	
	CHP	
	Contra Costa County Fire	
	Oakland Fire	
	San Francisco Fire	
	CalOES	
	US Geological Survey	
	National Parks Service	
	US Coast Guard Pacific Area	
	BART	
	CalTRANS	
	East Bay Regional Parks	
	PG&E	
	East Bay MUD	
	National Weather System	
	Bay Area Air Quality Management District	
Continuity	<b>Align approaches for consistent public messaging.</b>	Through established connections by following agencies, and building relationships with county agencies. Sharing information via social media, their accounts, or mirroring the content to each district channels will maintain continuity in messaging.
Meetings	<b>Attend relevant local meetings</b>	Provide feedback to KFPD and associated county agencies and key developments from other agencies. Opportunity to meet other counterparts at relevant meetings. Report any findings relevant to the community.

<b>and Fire Extinguisher Sale</b>	<b>Liaise with CERT area coordinators and block leaders to assist organizing their neighborhood for wildfire evacuation and earthquake recovery.</b>
<b>rence</b>	<b>Attend CERT National Conference in Burlingame CA with CERT Program Manager.</b>
<b>Out</b>	<b>Develop a campaign to get residents thinking about their evacuation plans and possible route area.</b>
<b>Wildfire Preparedness Volunteer</b>	<b>Develop a recruitment platform for general volunteer information and registration on the KFP</b>
<b>l Interaction</b>	<b>Be a resource and attend block meetings as needed.</b>
<b>velopment</b>	<b>Assist with development of emergency response drills.</b>
<b>PAIRED RESIDENTS</b>	<b>Provide resources for mobility-impaired residents to have arrangements for evacuations.</b>