



KENSINGTON FIRE PROTECTION DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
REGULAR MEETING OF THE EMERGENCY PREPAREDNESS COMMITTEE
AGENDA

Thursday, January 25th, 2024 3:00pm
Kensington Community Center, 59 Arlington Avenue, Meeting Rm 3
Kensington, CA 94707 (in-person and hybrid)
1917 Costa Del Sol, Pismo Beach (Dave Spath)

How to Submit Public Comments:

Prior to the meeting: Members of the public may submit public comment by emailing the Board President and Board Clerk prior to the meeting by emailing: public.comment@kensingtonfire.org. Such comments will be noted as received and their contents orally summarized; however, if you attend the meeting, you will need to make your comment during the meeting.

During the meeting: Public comment will be taken on each agenda item, and comment on issues not on the agenda will be taken at the beginning of the meeting (*regular meetings only*). Members of the public who attend the meeting either in-person or via Zoom are allowed to provide public comment verbally with a maximum allowance of 3 minutes per individual comment, subject to the Chair's discretion. Each member of the public will be allotted the same maximum number of minutes to speak as set by the Chair, 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)).

In-person: At points in the meeting when the meeting chair requests public comment, members of the public participating in-person can simply raise their hand to be recognized.

Via Zoom: 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).

Accommodations: To enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1), if you need special assistance to participate, please email public.comment@kensingtonfire.org 48 hours prior to the meeting.

Agenda and supplemental materials: This agenda is available on the KFPD website under the relevant meeting date: <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.

PLEASE NOTE: The District will use Zoom to allow virtual access to this meeting. This additional means of access is provided as a courtesy to the public and is not required by law. The meeting will continue to be conducted at the physical address provided above regardless of any interruption or failure of the Zoom transmission.

Hybrid Meeting Option via Zoom Internet Address:

https://us06web.zoom.us/j/81597759355?pwd=s2U8vtHwHoAPBr-AgkTnJB2ttSn_pw.jAudagt_eljZc4RE

Telephone Access:

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

Webinar ID: 815 9775 9355

Passcode: 112233

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

1. CALL TO ORDER/ROLL CALL FOR SPECIAL BOD MEETING

President Levine, Vice President Madugo, Director Nagel, Director Stein, Director Watt

2. PUBLIC COMMENT

Comments are limited to items on this special meeting agenda.

3. EMERGENCY PREPAREDNESS COMMITTEE BOARD MEMBER APPOINTMENTS

(Supporting Material)

Action = Selection by Board President with Approval by Board of Directors.

The Emergency Preparedness Committee Meeting Agenda will commence; however, will be chaired by the Board President due to the Special Board Meeting.

4. CALL TO ORDER/ROLL CALL

Directors: *As Appointed in Item 3*

Public Members: Douglas Bevington, Lisa Caronna, Katie Gluck, Peter Liddell, Paul Moss, David Spath

Staff: General Manager Mary Morris-Mayorga

Consultant: Emergency Preparedness Coordinator Johnny Valenzuela

Guests: EC/K FD Eric Saylor

5. PUBLIC COMMENT

Under "Public Comment," the public may address the Committee on any subject not listed on the agenda. Please address your comments to the Committee and not to staff and/or the audience. Each speaker may address the Committee once under Public Comment for a limit of three minutes. The public will be given an opportunity to speak on each agenda item and once the public comment portion of any item on this agenda has been closed by the Committee, no further comment from the public will be permitted unless authorized by the Committee. The Committee cannot act on items not listed on the agenda and, therefore, cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

6. ADOPTION OF CONSENT ITEMS – None

7. OLD BUSINESS - None

8. NEW BUSINESS

a. Welcome Danielle Madugo, new KFPD Director, and Determine Whether to Seek a New Public Member - Mary Morris-Mayorga (Supporting Material)

With Danielle Madugo now serving on the KFPD Board, she would not be able to serve on the committee as a public member. There is no required number of public members.

Action: Discussion and direct staff as needed.

b. Review The Emergency Preparedness Committee Policy, Goals, And Organization

With the change in committee membership, it is a good time to review the Board *Policy 1140 Committees of the Board of Directors* and evaluate the purpose, goals, and organization of the committee. We would like input from EC/K Fire on how the community can coordinate with them to best serve the community. During 2023, the EPC established five subcommittees and would like input from EC/K Fire on how the committee can:

KFPD Special Meeting of the Board of Directors

KFPD Regular Meeting of the Emergency Preparedness Committee

1. Volunteer Recruitment Subcommittee (Katie Gluck, Peter Liddell, Danielle Madugo, Paul Moss, Johnny Valenzuela)
2. Evacuation Preparation (Paul Moss, Johnny Valenzuela, David Spath, Lisa Coronna, Larry Nagel)
3. Door Hangers Subcommittee (Paul Moss, David Spath, Johnny Valenzuela)
4. Evacuation Drill Subcommittee (Lisa Caronna, Paul Moss, Larry Nagel, Dave Spath)
5. Subcommittee to Identify Community Wildfire Preparedness and Prevention Projects, particularly those that would be eligible for grant funding, possibly from Cal Fire. (David Spath, Johnny Valenzuela)

Action: Discussion and direct staff as needed.

c. Update on Evacuation Preparation and Zonehaven Zones Awareness - Paul Moss/ Johnny Valenzuela

Paul and Johnny will provide an update on a new project that would help Kensington residents identify the zone they are located in and prepare for an evacuation when one is necessary.

Action: Discussion and provide direction on this project.

9. EMERGENCY PREPAREDNESS COORDINATOR'S REPORT

10. REPORTS FROM COMMITTEE MEMBERS

11. ADJOURNMENT

The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, February 21, 2024 at 7:00pm at the Kensington Community Center. The deadline for agenda items to be included in the Board packet is Wednesday, February 7, 2024, by 1:00pm. The deadline for agenda-related materials to be included in the Board Packet is Wednesday, February 14, 2024, by 1:00pm.

The next regular meeting of the Emergency Preparedness Committee of the Kensington Fire Protection District will be held on February 22, 2024 at 3:00pm in person (Committee members) at the Kensington Community Center with hybrid option for attendees (guest speakers, public), unless noticed otherwise per the Brown Act.

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

POLICY TITLE: Committees of the Board of Directors
POLICY NUMBER: 1140

1140.10 The Board President shall appoint such temporary committees as may be deemed necessary or advisable by President and/or the Board. The purpose of a temporary advisory committee and the time allowed to accomplish that purpose shall be outlined at the time of appointment. A temporary advisory committee shall be considered dissolved when its purpose has been accomplished or when the timeframe for its existence has expired, whichever occurs first.

1140.11 A temporary advisory committee shall be comprised solely of members of the Board, and shall consist of less than a majority of Board members.

1140.12 A temporary advisory committee may make recommendations to the Board. The Board may not delegate any decision-making power to a temporary advisory committee.

1140.13 A temporary advisory committee shall meet on an as-needed basis and shall not have a meeting schedule fixed by resolution or formal action of the Board.

1140.20 The following shall be standing committees of the Board:

1140.21 A Finance Committee composed of two members of the Board of Directors.

1140.22 An Emergency Preparedness and Warning Systems Committee composed of two members of the Board of Directors, plus a supplemental number of members of the public as needed to fulfill the mission of the committee.

1140.30 The Board President shall appoint and publicly announce the Board members of the standing committees for the ensuing year at the Board's regular meeting in January, subject to approval of the Board.

1140.31 New standing committees may be formed and announced at any time during the calendar year, subject to approval of the Board.

1140.32 Standing committees attain a quorum when a simple majority of the committee members are present.

1140.33 The President may appoint or remove members of the public at any time, subject to approval of the Board.

1140.40 All meetings of standing committees shall conform to all open meeting laws (e.g., "Brown Act") that pertain to regular meetings of the Board of Directors.

1140.50 The Board's standing Finance Committee shall be concerned with the financial management

of the District, including the preparation of an annual budget and major expenditures.

1140.60. The Board's standing Emergency Preparedness Committee shall be concerned with (1) recommendations for allocations of effort and funding of initiatives to make Kensington safer from potential civic emergencies, using a multi-hazard approach; (2) identifying opportunities for articulation with community members and other agencies to reduce risk and enhance evacuation procedures and public safety; (3) development of public education initiatives to accomplish the first two goals; (4) articulation with the KPPCSD standing committee on Emergency Preparedness, as well as other Local, County, and State agencies, to achieve the previous goal.



KENSINGTON FIRE PROTECTION DISTRICT

Application to Serve on the KFPD EMERGENCY PREPAREDNESS COMMITTEE

Name: _____ Date: _____

(Please do not supply private contact information; this document is accessible to the public.)

I am a Kensington resident aged 18 or over

Areas of interest (check all that apply):

- Evacuation preparation
- Emergency notification (remote sensing/cameras, sirens, cell towers, radios, phones)
- Path ownership, clearing, etc.
- Articulation with other agencies (County, Parks, FireSafe Councils, other towns)
- Hazard mitigation (education about hazardous plants, house-hardening, etc.)
- CERT training and network formation
- Development of FireSafe neighborhood designations
- Public education about emergency preparedness and other topics
- Other: _____

Please explain your experience AND current efforts in your areas of interest :

If named to the Committee, what would be your goals and objectives for your first year?

Thanks for your interest. Applications will be considered on a continuous basis and/or as the need arises. Committee size is limited. Please email your application to fire@kensingtonfire.org.



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530

(510) 215-4450 • FAX (510) 232-4917

www.el-cerrito.org



DATE: January 25, 2024

TO: Kensington Emergency Preparedness Committee

FROM: Eric Saylor: Fire Chief

RE: **Goals for the KEPC**

Hello, members of the Kensington Emergency Preparedness Committee (KEPC). I apologize for missing the in-person meeting; I am teaching an Active Shooter Class for the Office of Emergency Services. Director Nagel asked me for a future direction for the KEPC.

I applaud the committee's efforts to protect the community. Concerning the members and the mission of the KEPC, the most effective future is to evolve into a formal Community Emergency Response Team (CERT). A formal CERT requires articles of incorporation, bylaws, and a board of directors.

- A formal CERT supports public safety service personnel as an additional resource in emergency and non-emergency events. CERT provide disaster training to citizens in the region.
- The Cert concept originated in Los Angeles in 1985 following several earthquakes. CERT aimed to develop a multi-functional volunteer response team that could provide basic fire suppression, light search and rescue, and first aid. Following 9/11, CERT became the foundation of nationwide citizen response groups with the goal to evolve into a fully integrated Fire Department volunteer force.
- A formal CERT team would give the KEPC a clear mission and allow it to receive funds, purchase equipment, and have members train with the fire department.

This is the natural progression of a committee addressing emergency preparedness into an organization actively preparing and training for an emergency. The El Cerrito/Kensington Fire Department will support a formal CERT organization and invite its members to our drills. The community will benefit from a professional fire department supported by well-trained citizens who can respond with us during disasters.

If the KEPC is interested in such an evolution, I can set up a presentation with a current, highly functioning CERT group to guide us through the process.

Thank you
Eric Saylor
Fire Chief
El-Cerrito/Kensington Fire Department
esaylor@ci.el-cerrito.ca.us
Mobile: 510-821-1167

Subject: UPDATE: Newly Revised MOU for Wildfire Prevention Coordination in East Bay Hills
From: Logan Woodruff <lwoodruff@placeworks.com>
Date: 2023-09-27 14:24
To: Logan Woodruff <lwoodruff@placeworks.com>
CC: Jon Kaufman <jonk@solem.com>, "ljacobs@oaklandfiresafecouncil.org" <ljacobs@oaklandfiresafecouncil.org>, David Early <dearly@placeworks.com>

East Bay Leaders –

On July 14, we shared a revised draft of the **MOU for Coordination of Wildfire Prevention Activities to Protect the East Bay Hills in Alameda and Contra Costa Counties**. Since that time, we have been in correspondence with some of you about bringing this MOU to your governing boards for ratification.

As a result of this ongoing process, we have received some additional suggestions for revision, which were authored by Berkeley Fire Chief David Sprague on behalf of several fire chiefs. These revisions provide **additional clarity regarding the intent and implementation of the MOU** and are **aligned with the core principles** of regional coordination that have underpinned this effort. In particular, the proposed revisions clarify the purpose of the MOU as one that is *supportive*, rather than duplicative, of the many existing regional coordination efforts regarding wildfire prevention.

We believe that these revisions add value to the proposed MOU, so we are proposing to accept them and ask that each jurisdiction adopt the revised version of the draft.

These proposed revisions are attached, both as a Word Doc with tracked changes and a clean PDF showing the newly revised version.

We hope to see this MOU on the agenda for ratification for many jurisdictions and agencies throughout the region in the near term. As before, we are available to support you in presenting the draft MOU to your governing bodies.

In Collaboration,

Jon Kaufman & Lisa Jacobs

Co-Chairs, Community Organizing Committee for Wildfire Prevention in the East Bay Hills

C/O

LOGAN WOODRUFF, AICP

Associate II

he/him



Bay Area: 510.848.3815 ext. 3338

lwoodruff@placeworks.com | placeworks.com

— Attachments: —

Revised MOU for Coordination of Wildfire Prevention Activities in an Around the East Bay Hills_20230927.pdf	676 bytes
Revised MOU for Coordination of Wildfire Prevention Activities in an Around the East Bay Hills_20230927_TrackChanges.docx	773 bytes

Subject: East Bay Hills Wildfire Prevention MOU
From: David Early <dearly@placeworks.com>
Date: 2023-09-20 13:00
To: "lnagel@kensingtonfire.org" <lnagel@kensingtonfire.org>

Hello Larry:

I am working as a consultant with the residents' group supporting the new Memorandum of Understanding regarding wildfire protection in the East Bay Hills. We worked previously on this issue with Bill Hansell, but I know that he has left the District.

We now have a final draft of the MOU that has been reviewed by many agencies and their attorneys. We are hoping that all interested agencies will soon act to adopt the MOU.

Would you be the right person to bring this to your Board for consideration? If so, I can send the final version of the MOU to you. My colleagues and I are also available to make a presentation to your Board when they consider adoption.

I'll look forward to hearing from you.

DAVID EARLY, FAICP, LEED AP
Senior Advisor
he/him



Bay Area: 510.848.3815 ext. 3329 | cell: 510.507.3711
dearly@placeworks.com | placeworks.com

**MEMORANDUM OF UNDERSTANDING FOR COORDINATION OF WILDFIRE
PREVENTION ACTIVITIES TO PROTECT THE EAST BAY HILLS IN ALAMEDA AND
CONTRA COSTA COUNTIES**

This Memorandum of Understanding ("MOU") is entered into as of _____, 2023, (the "Effective Date") by and between the following agencies (referred to herein individually as a "Participating Agency" and collectively as the "Participating Agencies"):

[[List of agencies]]; and any other New Participating Agency in
accordance with Section 4 of this MOU.

Recitals

A. The East Bay Hills along the border of Alameda and Contra Costa Counties, and extending north to Hercules and south to Fremont, is a high wildfire risk zone. As wildfires do not respect political boundaries, fire prevention and vegetation management are regional efforts that require coordination among the many jurisdictions, fire districts, and other regional agencies in the East Bay wildfire zone.

B. While there are strong regional coordinating efforts that have been long established, the pace of climate change and its impacts to wildfire in the region call for more coordination at the governing body level. With support from community organizations concerned with wildfire prevention, a group of public officials representing the counties, municipalities and fire districts in the East Bay Hills has come together to form a structure for elected officials to meet their common goals regarding regional wildfire prevention, including providing governance and policy support towards regional efforts to lobby for legislation and funding, improve grant funding and wildfire hazard reduction, resulting in the development, execution and implementation of this MOU. This group desires for the Counties of Alameda and Contra Costa, together with all municipalities and fire districts in the East Bay Hills that include areas in high wildfire risk zones, as determined by the California Department of Forestry and Fire Protection (CAL FIRE), to sign this MOU.

C. Each of the Participating Agencies performs wildfire prevention activities, including but not limited to adopting and implementing fire codes; enforcing weed/overgrown vegetation hazard abatement standards; planning, coordinating and applying for local and regional grants, implementing wildfire hazard identification and mitigation programs; and engaging in separate and joint wildfire emergency response planning.

D. Staff members of certain Participating Agencies currently work together on common endeavors, particularly within Contra Costa County and within Alameda County. These efforts are expected to continue. The Participating Agencies desire to better coordinate these activities at both the governing body and staff levels to improve their efficacy and efficiency, with the shared goal of increasing each Participating Agency's respective level of service to the residents and property owners in the region.

E. In furtherance of this goal, the Participating Agencies desire to create and benefit from opportunities for cross-agency governing body communication and cooperation related to wildfire prevention in the East Bay Hills, without altering any of the Participating Agencies' jurisdictional boundaries, existing cooperative efforts at the staff or Board/Council levels, or create new legal authorities.

F. The Counties of Alameda and Contra Costa are subdivisions of the State of California with responsibility for adopting and enforcing Fire Codes within all unincorporated

areas of the County, though separate fire protection districts and municipalities provide fire prevention and suppression services throughout the entire County.

G. The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties with responsibility for providing fire prevention and fire and emergency response services within their respective jurisdictions, whether directly or by contract with a local fire protection district.

H. The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties in which fire prevention and fire and emergency response services are provided by local fire protection districts.

I. Each of the counties listed in Recital F, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within the unincorporated portions of its respective jurisdiction.

J. Each of the municipalities listed in Recitals G and H, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within its respective jurisdiction.

K. The [list of fire protection districts] Districts are organized under the Fire Protection District Law of 1987 (Health & Safety Code § 13800 et seq.) to provide fire prevention and suppression services within their jurisdictions within portions of Alameda and Contra Costa Counties.

NOW THEREFORE, the Participating Agencies agree as follows:

1. Shared Intent. The Participating Agencies desire to collaborate on strategies and activities to minimize wildfire hazards in the East Bay Hills by:

A. Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing model fire codes.

B. Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing and implementing joint plans to reduce flammable wildland vegetation and replace it with wildfire resistant vegetation where appropriate.

C. Working with regional partners including the Hills Emergency Forum and local fire chiefs to identify and apply for state, federal or other funds to assist with wildfire risk mitigation activities including (but not limited to) risk identification, planning, and vegetation removal from public and private lands, protecting sensitive wildlife habitats and native plant landscapes, and supporting private property owners to implement home hardening activities.

D. Supporting the planning and coordination efforts of fire chiefs and their staff to plan wildfire evacuations and response, especially where these efforts cross jurisdictional boundaries between one or more of the Participating Agencies.

E. Working cooperatively to influence legislation at the State level to support resources and policies to mitigate wildfire risk and to make wildfire safety a priority.

2. Term of Agreement. The term of this MOU will commence on _____, 20_ and continue unless terminated pursuant to Section 7, below.

3. Co-operative Structure: East Bay Hills Regional Wildfire Prevention Coordinating Group. The Participating Agencies agree to form an East Bay Hills Regional Wildfire Prevention Coordinating Group (WPCG) as described below. The WPCG's responsibilities will be executed in a manner consistent with the Participating Agencies' individual fire prevention responsibilities.

A. WPCG Members.

Each Participating Agency will appoint one member and one alternate from its governing body to serve on the WPCG. More specifically, all WPCG members and alternates shall be elected or appointed members of Boards of Supervisors, City or Town Councils, Boards of Directors, or a functional equivalent. Upon authorizing execution of this MOU, each Participating Agency will endeavor to identify its member and alternate within two months. A quorum of the WPCG will consist of representatives of 50% plus one of the Participating Agencies

B. Principles. The WPCG will adhere to the following principles:

- i. Each member of the WPCG commits to actively advance the Shared Intent described in Section 1 of this MOU.
- ii. The WPCG will provide a means of coordination, information sharing and peer review concerning means of accomplishing the Shared Intent described in Section 1 of this MOU.
- iii. Signing this MOU and appointing a member to the WPCG does not obligate any Participating Agency to include other Participating Agencies in their individual wildfire prevention and risk mitigation activities.

C. Duties. The WPCG will undertake the following duties:

- i. Hold open and public meetings in accordance with a regular meeting schedule established by the WPCG, not less than quarterly.
- ii. Establish goals, procedures and programs, as necessary, for accomplishing the Shared Intent outlined in Section 1 of this MOU.
- iii. Designate a Fiscal Agent, as further described in Section 3.F, and provide policy oversight, advice and direction to the Fiscal Agent.
- iv. Develop and implement a plan for staff support of WPCG activities and objectives, whether provided by members from one or more Participating Agency, or one or more other consulting entities hired the WPCG (such as private companies, other public entities, community-based organizations, or other non-profit organizations).
- v. Propose a dues structure to fund WPCG activities, and implement if so agreed by 100% of WPCG members.
- vi. Apply for grants or other funds that may become available for joint use by the Participating Agencies, if so agreed by the WPCG members.
- vii. In the event that either (i) a dues structure is instituted, or (ii) grants or other funds are received: Adopt, monitor and revise a budget for expenditure or distribution of such funds on an annual basis (or other timeframe established by the WPCG,

taking into account the life cycle of various grants and Participating Agency contributions). The budget will generally outline the staffing assignments and resources needed to accomplish the funded projects.

D. Chair. At the first meeting of each calendar year, the WPCG will elect a Chair for purposes of facilitating meetings of the WPCG and overseeing development of the agenda, with whatever assistance the Chair requires.

The Chair also may create a stakeholder advisory group consisting of individuals such as representatives of other public agencies, Firesafe Councils, neighborhood or other community-based organizations, and other organizations owning land and/or serving communities of residences and businesses in the East Bay Hills wildfire zone.

E. Decision Making. Except where otherwise noted in this MOU, the WPCG shall make decisions only with an affirmative vote of a majority of the WPCG members (or their alternates, in the members' absence). Additional decision-making procedures may be established by the WPCG as needed.

F. Designation of a Fiscal Agent. The WPCG will designate one of the Participating Agencies to serve as the WPCG's "Fiscal Agent," in which role that entity will (i) serve as the WPCG treasurer and (ii) enter into contracts on behalf of the WPCG. The WPCG will review the designation of the Fiscal Agent not more often than once every three years and with at least six months of time for the then-current and newly-selected agencies to prepare for the transition. The selection is subject to approval by the governing body of the newly-selected entity. In the event of a new designation and approval of the governing body of the newly-selected Fiscal Agent, the then-current and newly-selected Fiscal Agents will seek approval from their governing bodies to (i) transfer funds or access to WPCG accounts to the new Fiscal Agent, (ii) assign all outstanding WPCG-required contracts to the new Fiscal Agent, and (iii) take such other actions as may be necessary or convenient to effect the transition of the Fiscal Agent role. The WPCG will establish a process for reimbursing the Fiscal Agent for its actual costs and expenses accrued in performing its duties under this MOU, including for staff time based on then-current hourly rates of compensation.

4. Addition of Participating Agencies. Additional municipalities, special districts, and other public agencies may become Participating Agencies after obtaining approval of (a) their governing bodies, and (b) the WPCG. Any additional Participating Agency must evidence its agreement to the terms of this MOU, or a subsequent restatement of this MOU, by executing a signature page in the same form used by the original Participating Agencies and accepting the then-current terms of this MOU. Counter-signature by only the Fiscal Agent is required for the additional Participating Agency to be bound by the terms of this MOU with all other signatories to this MOU.

5. Employment of Personnel. The employees of each Participating Agency coordinating services pursuant to this MOU are not, and shall not be deemed, employees of any of the other Participating Agencies for any purpose. Each Participating Agency shall be solely responsible for all salary, benefits, workers' compensation, and insurance for its personnel providing services pursuant to this MOU, and said personnel shall be considered solely employees of the Participating Agencies for all supervisory, disciplinary and other employment related purposes.

6. Litigation Support. The Participating Agencies will make their employees available to testify in any litigation brought regarding work performed under this MOU. Should a Participating Agency request that another Participating Agency's employees testify in litigation

following the termination of this MOU, the requesting Participating Agency shall compensate the Participating Agency that is fulfilling the request for employees' costs and expenses in preparing for, traveling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by the requesting Participating Agency or is based solely on allegations of the Participating Agency's negligent performance or wrongdoing.

7. **Termination or Withdrawal.** At any time and without cause, a Participating Agency may terminate its participation in this MOU by giving sixty (60) days' prior written notice to the other Participating Agencies.

8. **Indemnification.** Each of the other Participating Agencies will jointly indemnify, and hold harmless the Fiscal Agent and its directors/councilmembers/supervisors, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Participating Agency) when arising out of performance of this MOU.

The indemnifying Participating Agencies' obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Participating Agencies must, at their expense, satisfy and discharge the same.

This Section 8, Indemnification, will survive termination or expiration of this MOU.

9. **General Provisions.**

A. **Not a Joint Venture or Joint Powers Authority.** The Participating Agencies intend by this MOU to establish only a coordinating arrangement with regard to their respective individual and joint fire prevention activities, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise at this time.

B. **No Third-Party Beneficiary.** This MOU is only for the benefit of the Participating Agencies as corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties. This MOU does not entitle any third party or parties to any right, benefit, position, or right of action of any kind for any reason whatsoever.

C. **Notices.** All written notices required or permitted to be given under this MOU will be deemed made when received by the other party or parties at its/their respective address(es) as indicated on its/their Signature Page(s), attached at the end of this MOU.

D. **Waiver.** No failure on the part of any Participating Agency party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Participating Agency may have hereunder, nor does waiver of a breach or default under this MOU constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

E. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which constitute a single instrument.

F. **Severability.** If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected

thereby, and each other provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

G. Amendment. No modification, waiver, mutual termination, or amendment of this MOU is effective unless made in writing and signed by all of the Participating Agencies.

H. Disputes. In any dispute over any aspect of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs.

I. Governing Law. This MOU, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of Alameda or Contra Costa County.

J. Existing Agreements. This MOU supplements, and does not replace, any prior or future agreements between any two or more Participating Agencies, including for contracted, shared or cooperative fire prevention and/or emergency medical services .

IN WITNESS WHEREOF, the parties have caused this MOU to be executed effective as of the day and year first above written.

[[SIGNATURE PAGES FOR EACH SIGNATORY AGENCY]]