

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

Date of Meeting: June 12, 2019  
Time of Meeting: 7:00 p.m.  
Place of Meeting: **Building E in Kensington Park**  
59 Arlington Avenue, Kensington, CA 94707

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Please Note: Copies of the agenda bills and other written documentation relating to each item of business referred to on the agenda are on file in the office of the Kensington Fire Protection District Administration Office, 217 Arlington Avenue, Kensington, and are available for public inspection. A copy of the Board of Directors packet can be viewed on the internet at [www.kensingtonfire.org/agenda/index.shtml](http://www.kensingtonfire.org/agenda/index.shtml).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Manager, 510/527-8395. Notification 48 hours prior to the meeting 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).

7:00 p.m.      **CALL TO ORDER**  
Directors:      Don Dommer, Janice Kosel, Laurence Nagel, Kevin Padian and Julie Stein

1.      **ADOPTION OF CONSENT ITEMS.** Items 3, 4, 5, 6, 7, 8 & 9  
All matters listed with the notation "CC" are consent items, which are considered to be routine by the Board of Directors and will be enacted by one motion. The Board of Directors has received and considered reports and recommendations prior to assigning consent item designations to the various items. Copies of the reports are on file in the Fire Protection District Administrative Office at 217 Arlington Avenue and are available to the public. The disposition of the item is indicated. There will be no separate discussion of consent items. If discussion is requested for an item, that item will be removed from the list of consent items and considered separately on the agenda. PLEASE NOTE: Public review copy of the agenda packet is available at the Directors' table at the Board meetings.
2.      **ORAL COMMUNICATIONS.** (This place on the agenda is reserved for comments and inquiries from citizens and Board members concerning matters that do not otherwise appear on the agenda. Speakers shall be requested to provide their names and addresses prior to giving public comments or making inquiries.)
- CC      3.      **APPROVAL OF THE MINUTES.** Approval of the minutes of the regular meeting of May 8, 2019 (APPROVE)
- CC      4.      **ACCEPTANCE OF INCIDENT ACTIVITY REPORT.** May 2019 (ACCEPT)
- CC      5.      **APPROVAL OF MONTHLY A/P VOUCHER - TRANSMITTAL #12** (APPROVE)
- CC      6.      **APPROVAL OF MONTHLY FINANCIAL REPORT.** April/May 2019 (APPROVE)
- CC      7.      **APPROVAL OF RESOLUTION 19-01** Establishing the Appropriations Limit for FY 2019-2020 (APPROVE)
- CC      8.      **APPROVAL OF RESOLUTION 19-02** Authorizing the County to Place the District's Special Tax on the Tax Roll and to Collect the Special Tax for FY 2019-2020 (APPROVE)
- CC      9.      **APPROVAL OF AUDITOR RECOMMENDATION** and Fee Proposal for FY 2018-2019 Audit Report (ACTION)

**OLD BUSINESS**

10. Third Amendment to Agreement for Services By and Between the Kensington Fire Protection District and the City of El Cerrito (ACTION)

**NEW BUSINESS**

11. El Cerrito Contract Fee Proposal for FY 2019-2020 (ACTION)
12. Resolution 19-03 Authorizing the Purchase of a Replacement Mobile Command Vehicle (ACTION)
13. Student Consulting Services Agreement for Preliminary Draft Report of Kensington Traffic Study (ACTION)
14. Resolution 19-04 Adopting the Preliminary Revenue, Operating Expense, and Capital Improvement Budget for Fiscal Year 2019-2020 (ACTION)

**15 FIRE CHIEF'S REPORT**

- a. Review of operations.
- b. Regional issues and developments.

**16. PRESIDENT'S REPORT**

- a. Report on presentation of agenda item to KPPCSD at their 5/23/19 meeting.
- b. Report on Manager Navellier's annual performance review.
- c. Appointment of temporary Organizing Committee.

**DISCUSSION ITEM**

17. Brown Act Requirements for Teleconferencing submitted by Padian.

**18. BOARD REPORTS**

Informational reports from Board members or staff covering the following assignments:

- a. Finance Committee (Stein, Dommer): Minutes of 2/27/19 committee meeting
- b. Contract Negotiation Committee (Stein, Dommer):
- c. Emergency Preparedness Committee (Padian, Nagel): Proposed parking flyer sample and suggestions; Draft EPC Committee application
- d. Diablo Fire Safe Council Representative (Nagel, Staff)
- e. Kensington Pathkeepers Representative (Padian, Nagel)
- f. East Bay Regional Parks District Liaison (Nagel)
- g. Building Committee (Dommer, Nagel)
- h. Organizing Committee (Stein, Kosel)
- i. Demonstration Garden Committee (Kosel, Staff)
- j. California Special Districts Association Representatives:
  - i. County (Nagel): Minutes of April 15, 2019 meeting.
  - ii. State Professional Development and Membership Services Committees (Kosel)

**ADJOURNMENT.** The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, July 10, 2019, at 7:00 p.m. at the Building E in Kensington Park, 59 Arlington Avenue, Kensington, CA 94707.

The deadline for agenda items to be included in the Board packet for the next regular meeting of 7/10/19 is Wednesday, 6/26/19 by 1:00 p.m. The deadline for agenda-related materials to be included in the Board packet is Wednesday, 7/3/19 by 1:00 p.m., Fire Protection District Administration Office, 217 Arlington Ave., Kensington.

IF YOU CHALLENGE A DECISION OF THE BOARD OF DIRECTORS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE BOARD MEETING OR IN WRITTEN CORRESPONDENCE DELIVERED AT, OR PRIOR TO, THE BOARD MEETING

# **CONSENT CALENDAR**

**MINUTES OF THE MAY 8, 2019 MEETING OF THE BOARD OF DIRECTORS  
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

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**PRESENT:**     **Directors:**     Don Dommer, Janice Kosel, Larry Nagel, Kevin Padian and Julie Stein  
                  **Staff:**             Chief Michael Pigoni and Manager Brenda Navellier

**CALL TO ORDER:**

President Stein called the meeting to order at 7:00 p.m and called roll. All Directors and staff were present.

**APPROVAL OF CONSENT ITEMS:**

President Stein called for the approval of the consent calendar (items 3, 4, 5 & 6), consisting of approval of the minutes of April 10, 2019, approval of the March/April 2019 financial reports, acceptance of the April 2019 incident activity report, and approval of the monthly transmittal #11. Director Padian pulled item #3 – minutes of the April 10, 2019 meeting. Director Nagel made a motion to approve the Consent Calendar items 4, 5 and 6. Director Dommer seconded the motion. The motion passed unanimously.

AYES:            Dommer, Kosel, Nagel, Padian, Stein  
NOES:            None  
ABSTAIN:        None

**ORAL COMMUNICATIONS:**

Director Kosel thanked Linnea Due, Navellier and FPO Carrion for the article that will be in the June Outlook on vegetation management. Stein said she hoped to run an efficient meeting since KQED is airing a show on the Paradise Fires at 9 p.m.

**APPROVAL OF THE APRIL 10, 2019 MINUTES:**

On page 4, 12 lines down from the top, Director Padian clarified his comments. Padian proposed to replace “a 10-year data set” with “two 10-year data sets, separated by 100 years,”. Also on line 13, “10” should be changed to “100”. Director Nagel made a motion to accept the minutes as amended. Director Padian seconded the motion.

AYES:            Dommer, Kosel, Nagel, Padian, Stein  
NOES:            None  
ABSTAIN:        None

**ADDITIONAL ORAL COMMUNICATIONS:**

David Spath, on behalf of the KPOA, thanked Chief Pigoni and President Stein for their informative presentations at the 5/4/19 KPOA annual meeting. They were well done and well received. President Stein thanked Navellier for staffing the information table on that Saturday morning.

Katie Gluck announced that the KPSC will be holding a presentation on 6/29/19 at 10:00 a.m. at the Arlington Community Church. The subject will be what residents can and cannot expect during a disaster.

Dr. Hillary Reese of York Avenue said she is a 34-year resident of Kensington. On 3/12/19 her husband fell down the stairs. She did not witness the event but heard it. She called 911 and KPPCSD responded in about 6 to 7 minutes. After 10 more minutes the police officer called again for ambulance/fire. Reese said she waited 21 minutes for her husband to receive care from the fire department. She said the police officer was becoming very agitated. Reese said her husband had passed out for about 10 seconds from the pain of hitting the wall. Reese claimed that what was going on was there was debate about whether to take her husband to Kaiser or Alta Bates. If her husband had a stroke or a heart attack he would have been dead. The professionalism of the fire department is not at question, her question is the time it took for them to arrive. Chief Pigoni will inquire and respond to Dr. Reese and the Board.

Vida Dorroh said this also happened about 6 or 7 months ago when a young neighbor broke his wrist. It took 20 minutes for the responders to show up (AMR from Hercules). Chief Pigoni said that call was already addressed at a previous meeting. Pigoni explained EMS protocols for triaging or prioritizing medical calls. That particular call came in as a Code 2 response or ambulance only based on the answers the caller provided to dispatch.

The call was not life threatening. Code 2, no lights, no sirens, has 30 minutes to arrive on scene per protocols. The medical triage program has been used since about 2005.

Kensington meets the time standards for Code 3 response.

Jerry Short, Vice President of Local 1230, introduced himself. Local 1230 represents El Cerrito and Kensington firefighters as well as firefighters throughout Contra Costa County. Short attended the December 2018 Board meeting when the El Cerrito contract renewal was on the agenda. He said unfortunately the contract has yet to make the agenda with the new Board. That causes the union some concern. Nine members of the union serve exclusively in Kensington at Station 65 that are concerned about their livelihood and job security. Short said that the deal that Kensington pays 27% for service, dispatch, auto aid agreements in place, etc. is the best deal in Contra Costa County and probably the state. He encouraged the Board to put any differences aside and renew the contract.

President Stein she could respond to this item under the Contract Negotiations Committee report. Director Kosel suggested as a point of order to move item 15i up on the agenda and discuss it while the firefighters are present. President Stein moved the agenda to 15i.

### **BOARD REPORTS PART 2 -15i:**

Contract Negotiation Committee: President Stein gave an update on contract negotiations at the KPOA meeting on Saturday. She said there was a change of Board composition at the same time that the first version of the third amendment came up for a vote. The two members of that Negotiating Committee did not want to continue so Stein appointed a new committee (herself and Dommer). There was an article in the Outlook requesting an external professional review and there have been some calls from the community asking for a review of the contract. Stein felt that they owed the community due diligence and asked legal counsel to perform a real thorough review of the contract. Stein said she has read it carefully and parts are confusing and out of date. The committee received a review from legal counsel which was shared with all Board members by the attorney and the highlights were shared with El Cerrito management prior to the March meeting. KPOA came to the March meeting and requested the Board obtain a different kind of review which the Board did not act on. The committee is waiting for legal counsel to produce a new amendment. Stein does not believe there is any question of waiving from the commitment to renew the contract. She hopes that El Cerrito also views this as an improvement to the contract as the negotiating committee does. Director Dommer said some of the language just needs to be tightened up. Director Kosel asked what the projected time table is? The committee said they are not sure until legal counsel produces a new draft. Stein clarified that the existing contract is in effect until June 2020 so the upcoming contract fee would still be under the current agreement. One amendment was executed within a couple of months of the end date. The contract contemplates a 2-1/2 year period to negotiate beginning in January 2018 but it didn't start until October 2018. Kosel said it was the position of the previous City Manager that if KFPD opened negotiations, it would trigger a free increase in excess of over \$500,000 per year for the next decade. Stein said that was not presented to the current negotiating committee. Dommer said if the City Council gets involved it could go up. Director Padian said he believes that every Board member is on record for being in support of continuing the relationship with El Cerrito and the issues will be worked out. Director Nagel said he would like to reiterate what Padian said and there has never been any question that the service Kensington receives is wonderful. The level of service is fantastic, interactions with El Cerrito have been good and this is a model relationship. The issues being negotiated are nitpicky and should not cause the firefighters concern.

### **FIRE CHIEF'S REPORT:**

Chief Pigiotti reported that he texted dispatch about the Reese call above and received a response that E65 arrived on scene in 4-1/2 minutes after being dispatched. He will now find out about what caused the delay in dispatching. Pigiotti reviewed his written report which noted there were 31 calls last month. Last week there was a bomb threat at El Cerrito High School and the department used the drone with its infrared camera to search roofs and cars. On April 23<sup>rd</sup> Pigiotti attended an American Red Cross luncheon entitled "Sound the Alarm/Save A Life" to promote smoke detectors. Both Kensington and El Cerrito were presented with a Distinguished Service Award and also received a Certificate of Special Congressional Recognition from Congressman DeSaulnier's office. TetraTech has begun the Emergency Operation Plan process and held its first meeting with El Cerrito to review the numerous aspects that need to be reviewed. Chief Pigiotti mentioned that all Board members will need to take on-line FEMA ICS classes as part of this update. The District will need to have those class certificates on file in the event of filing for reimbursement for a disaster. Chief Pigiotti stated that B/C Gibson will be hosting another "Mega Fire . . . The New Normal" talk on May 11<sup>th</sup> at Arlington Park Clubhouse in El Cerrito. This will be the fourth and probably final presentation. The annual fire hazard reduction program began on May 1<sup>st</sup>. The updated standards were included in the packet and posted on the District website. The Fire Prevention Officer is inspecting all residences. There is a lot of grass this year and people have put off cutting it because it was moist but it is drying out

quickly. The EBRPD shaded fuel break has started and is continuing south toward Kensington. They are clearing about 20 feet off the presumed property lines and then will have surveyors come in to determine exact lines. They will then make a second pass going up to 200 feet off the property lines. Pigoni reported that the polygon consultant, Zonehaven, has been working with County IT, GIS and Sheriff's Dept. OES to obtain information. On the first trial run, it was determined the polygons need to be smaller and more manageable but work is going well. Pigoni said all of this work is being done by Zonehaven and the County off of GIS data and satellite photos. No one is physically doing any work in Kensington. Once KFPD starts receiving invoices, they will be from those three County agencies and then whatever printing services are utilized. Any information that comes from a traffic study that the Board is considering can be added to the polygon study but that will most likely be at a cost for inputting. That information will make the polygons even more accurate.

Director Dommer asked who authors the Fire Hazard Reduction Program? Pigoni said the fire department authors it with the newest state standards incorporated. The Board has adopted it in the past. Pigoni said the latest state standards have been tightened up a bit in response to the recent wildfires. Staff has always worked with homeowners but they plan on holding everyone more accountable than in previous years. If the Board wants to review the standards, they can do that as long as they aren't overstepping their legal jurisdiction. It is too late to change anything for 2019.

Director Kosel thanked Pigoni for inviting all Board members to the badge pinning ceremony. It is great to hear the biographies, get to meet the families and see all the promotions. Kosel said she understands that sensors for the polygon project could be available for purchase as soon as June or July 2019 which would have an economic affect on the District. Pigoni said the newest generation of sensors were displayed at the County Chief's meeting today. Director Padian understands that the sensors will give residents about 15 minutes notice. Pigoni said PG&E made a presentation at the Chief's meeting that they are working with a company to put cameras on their towers by 2020. Through a grant process from three universities, a camera on Vollmer Peak, looking up Wildcat Canyon, also one on Mt. Tamalpais and one near Mt. Diablo are still being worked on. Pigoni advised that a person can look up the cameras in other locations that are already in place at [www.alertwildfire.org](http://www.alertwildfire.org). PG&E does have cameras on some towers but not in this area. Pigoni said the polygon maps will be digitized as well as hard copies. David Spath asked what criteria is used to determine the polygons? Pigoni said largely number of homes but gave more detailed explanation. Spath asked about KPPCSD being included in El Cerrito's EOP? Pigoni said, yes, similar to the last EOP and those Board members will also have to take FEMA training. They are a separate district.

#### **PRESIDENT'S REPORT:**

President Stein gave direction to Manager Navellier to post the signed and completed minutes under the respective Board meeting agenda on the District website. All other Board members had no objections. Chris Deppe noted that Streamline provides a place on its template for just that.

President Stein thanked Chief Pigoni and Manager Navellier for attending the KPOA meeting. She thought Pigoni's presentation was very well received and thought there was a good turnout. Stein covered the following topics during her presentation: Stein and KPPCSD President Nottoli have met three times since January and last week they included KPPCSD GM to discuss the Public Safety Building. Stein and Nottoli plan on continuing to meet. She covered the emergency preparedness and building committees' work and also gave an update on the contract negotiations. She received a question on how the KFPD plans on financing the building project to which she answered it depends on which option is selected and also a question on whether KFPD donated to the community center project to which she referenced the fire alarm donation.

Director Padian suggested a one-sheet mailer on CWS alerts, Nixle, etc. based on the Chief's presentation at KPOA. Linnea Due said there is going to be an article in The Outlook next month covering those items. Vida Dorroh thanked Stein and Pigoni for their presentations at KPOA.

#### **BOARD REPORTS PART 1:**

Emergency Preparedness Committee (EPC): Director Padian said the EPC met with Arrietta Chakos on 4/12/19. She is an emergency preparedness coordinator. She suggested that the EPC get copies of the City of Oakland's RFPs for sirens and also talk to the City of Berkeley. They talked about triggering the County regional evacuation and pre-evacuation systems. The EPC needs to understand how the people that control that process are trained. The polygon project will make this process more automated. They discussed surveying cell phone towers in Kensington. Chakos has experience in obtaining grants for municipalities. She said State OES funnels most the grants and Kensington needs to be in position to be ready to apply. A template for RFPs could be developed by a consultant. Chakos says that KFPD can get up to 75% of the funding for a public safety building which makes it important to have a professional grant writer in place. On 4/24/19 Padian met with Prof. Jeff Chambers at UCB's Geography Department. His students are using satellite data to monitor the spread of wildfires. They are developing

an app that can be used on smart phones. On 5/1/19, Padian and Nagel attended the County meeting titled *Envision Contra Costa 2040*. Padian had a discussion with Will Nelson of the County about cell phone towers as a public safety issue. On 5/5/19, Padian met KPPCSD Hacaj to discuss where the two districts stand on emergency preparedness. There is no current emergency preparedness committee on that Board. They are leaving that to the professionals – the fire department to coordinate with the police department. On 5/6/19, Padian and Nagel met with two of the people they are proposing for the traffic study.

Nagel clarified that the polygon project is a computer program that will be operated by the County. It can operate on “auto pilot”. Spath was asking about digitizing earlier so that residents can look up where they are on the maps. The initial scope of work for the traffic study was included in the packet. The aim of the traffic study is to give the polygon project real data instead of default data--volume of traffic, directions, width of streets, suggested routes and do not use routes, etc. The two students that the EPC met will be supervised by Professor Elizabeth Deakin. One reason to get them started quickly, is because they will be out of school soon for the academic year but also the traffic patterns will change with school out. Then the drills that Chief Hull and Chief Pigoni are working on for the fall will have actual data. Nagel said the EPC is looking for the Institute of Transportation Studies to provide more data to put into the polygon program than we would have from the county. The district is working on an agreement for the students. Kosel added that the district would also have to pay the polygon consultant to input the data. Nagel agreed. The district needs to provide the traffic students with the data format the polygons are being produced in. Paul Moss asked if the committee had consulted with Moraga-Orinda Fire. Yes, we are getting as much info from MOFD as possible. Padian asked if the Board agreed in principle that this was the right direction. There is work they can do in the meantime to better firm up the scope of work. President Stein asked Padian to work with staff to flush out a proposal in a format that the Board could vote on. The EPC would like to see it on the June meeting agenda. Discussion followed on budgets. Mabry Benson asked for clarification on the traffic study which Nagel answered. Pigoni clarified that the polygon consultant is generating a computer traffic study that will give us a good data base. The EPC’s proposed traffic study consultants would be able to provide more detailed accurate information. Padian added this can also address parking configurations and making one directional streets during an emergency. More discussion on Moraga-Orinda followed. President Stein said that she and Director Padian would need to get FPPC advice on engaging the students from this institute since they both work for UCB. Padian emphasized that KFPD would not be contracting with UCB.

Diablo Fire Safe Council: Director Nagel missed the 4/18/19 meeting. The Fire Prevention Officer attended.

Kensington Pathkeepers: Director Padian discussed the path ownership question with KPPCSD Director Hacaj. They agreed to revisit the 2012 report to KPPCSD and the lack of action that was taken on that report. This is not currently a high priority for KPPCSD. Padian and Hacaj discussed either Board taking ownership.

East Bay Regional Park Liaison: The last meeting was cancelled and the next one should be in two weeks.

Building Committee: Directors Nagel and Dommer met with KPPCSD Directors Deppe and Sherris-Watt. The committee created a work plan that was included in the Board packet. Dommer said the more he talks to people, the more he realizes the park site is an uphill battle. KPPCSD would need to be more active on the project. An expert bond attorney needs to determine whether a public safety building can be built at the site. Then KFPD would need to hold a community meeting to pick one of the two options and move in. KFPD would not do any geotech trenching at the park site at this point. The committee would like to redo the structural analysis of the existing building now. The committee will bring a structural proposal to the Board at the June meeting. The current building is 50 years old, crowded and dysfunctional, and the two agencies have no separation. If both agencies are not going to build at the park site, the committee is seriously looking at fire operations taking over the entire building and the police would be displaced. If KFPD invests in the current building, they are stuck with it for another 20 years so they would overhaul the entire interior for fire functions. Director Kosel said she believes there is no support for a public safety building in the park from the KPPCSD and minimal support from the community. Kosel thinks the committee’s first step should be a community meeting explaining the deficiencies of the existing building and what possibilities are on the existing site. She appreciates the committee’s work but they need to consider what opposition to the park might mean as far as litigation, etc. A community meeting could explain the parameters of the problem. Dommer and Nagel agreed and are hoping for a community meeting in late August/early September. Padian said we don’t know what the opposition to the park site is yet since lots of people don’t weigh in. People are scared right now due to the recent wildfires and construction costs are continuing to rise. The police would have to find their own building (if not the park site) so the community would be paying for two buildings. Padian agreed a community forum was important. Dommer said no one is interested in the functional deficiencies. Nagel thinks both boards are willing to work on a community forum. There needs to be community support. Padian said before the community forum, there needs to be a legal opinion from KPPCSD about the park site. Stein noted that if KFPD renovates the existing building, both police and fire will have to move out which is also more costs. Chief Pigoni noted that E65 had to move to Arlington Park before which is not in Kensington and also no longer available due to childcare programs. Mabry Benson said it would be ironic if the police move out and they use park

property to house the department. Vida Dorroh suggested an open house in conjunction with the community meeting so residents can see how cramped the current public safety building is. Linnea Due is concerned that normal upkeep on the existing building is not being done since it may be torn down. She thinks the park option would run into immediate lawsuits and that process would take years. In the meantime the building would be going to ruin. If KFPD spends the \$2 million to make it seismically safe that would keep everyone safer. She does not agree with Padian's theory that people will be open to the park site now because they are afraid of wildfires. We would have the same staff, same engines, etc. and that park site is farther from her house. Dommer said the center of town is the best place to be located. Dommer explained that code requires that if an owner spends 1/2 the cost of replacement, the entire structure needs to be brought up to code. In order to solve the ADA problem, administrative staff would be moved downstairs.

President Stein moved the agenda to item 13.

**NEW BUSINESS:**

Request for the Board to Approve the Commencement of Planning for and Budgeting for a Public Forum to Update the Community on the Progress and Challenges for the Public Safety Building: Director Padian moved to approve item 13 as titled. Director Dommer seconded the motion. Spath asked if that would be a joint meeting with KPPCSD. Stein said that would at least be part of the planning. Spath asked why would there be a joint meeting if it's not going to be in the park? Nagel said whether the two agencies are in one building together or separate locations, this issue involves both Boards.

AYES: Dommer, Kosel, Nagel, Padian, Stein  
NOES: None  
ABSTAIN: None

Consider making a Formal Request to the Kensington Police Protection and Community Services District to obtain a legal opinion on the possible use of Kensington Park for the proposed Public Safety Building, including sharing the costs of the opinion: President Stein explained that this item was discussed at last month's Board meeting and she was directed to ask KPPCSD President Nottoli to obtain a legal opinion. Upon informal conversations, it became clear that Nottoli would not consider the request without a formal request from the KFPD Board. Director Nagel thought there had been a Board vote previously but is open to passing a formal request. He wondered if it would help. Director Padian said it would clarify things. Director Kosel noted the motion should not include the one identified site in the park but the entire park for a wider legal opinion. Stein read the proposed motion that was included in the packet. Kosel suggested changing the date to the date of the vote. Director Nagel made a motion to authorize the Board President to formally request that KPPCSD obtain a legal opinion addressing whether KPPCSD is prohibited by bond covenants, grant restrictions, or otherwise from allowing the development of a new Public Safety Building within Kensington Park and enter into an agreement with KPPCSD to pay 50% of the costs of such opinion, up to \$5,000, so long as the opinion is delivered to the Kensington Fire Protection District Board of Directors within 60 days from the date of this motion. Discussion followed. Nagel amended his motion to add "for each District" after \$5,000. Director Padian seconded the motion.

Chris Deppe said that comments came up at KPPCSD's last meeting when Dommer and Nagel made a presentation that KFPD could get their own legal opinion. KPPCSD legal counsel has been unable to find a relevant case to this issue and doesn't know if KPPCSD would ever get a definitive answer. This may be a pointless exercise. Just because KFPD is asking for it, doesn't mean anything will come of it. KPPCSD also wants indemnification from KFPD if the project moves forward. Deppe understands that bond attorneys are very specialized and there are very few of them which means it will be costly. He thinks KFPD should get an estimate from a bond attorney before making the request. Kosel said maybe the KFPD Board should just proceed with a community meeting and see if there is support for the park. Deppe said even if there is a legal opinion, there could still be lawsuits. Padian said if both Boards want to build a building they should be working together on this issue and not asking for indemnification. Dommer believes the opinion will be that nothing is prohibiting a building in the park. KPPCSD needs to cooperate and make the site available. Nagel said the issue is incredibly complex. Dommer said KFPD would need to own the parcel or have a long-term lease. Nagel withdrew his motion. Deppe again mentioned KFPD get their own legal opinion. Nagel pointed out that it is KPPCSD's property. Director Nagel then reinstated his motion. Director Padian seconded the motion. Stein is concerned we could get almost there but then it is kicked back because of the cost issue. Kosel finds it hard to believe that it would cost more than \$10,000 but if it does, KPPCSD can come back and tell KFPD. She reiterated her thoughts above. Paul Dorroh said an attorney does not have to be hired on the basis of an hourly fee. The bond has been paid off and the debt is gone. It



could be by scope of work or fixed price. In the absence of a “no” than it could be accomplished with the support of both Boards and the community.

AYES: Dommer, Kosel, Nagel, Padian, Stein

NOES: None

ABSTAIN: None

The agenda was then moved to item 12.

Funding Agreement between the Kensington Police Protection and Community Services District and the Kensington Fire Protection District for a Fire Alarm System at the Community Center: Stein asked who drafted the agreement and provided it to staff. Navellier responded that KPPCSD legal counsel, Ann Danforth, drafted it. KFPD counsel did review it and make minor changes. Director Dommer said it is ridiculously long for a piece of equipment that KFPD is gifting and won't own. Kosel questioned why KFPD would send the funds ahead of time at the maximum amount. Padian agreed the contract hasn't even been awarded yet. Stein said there is no rush.

The agenda was moved to Old Business

#### OLD BUSINESS:

Proposed Amendments to Policy 1140:20-50: Committees of the Board of Directors, second reading for vote: Director Padian made a motion to approve the amendments to Policy 1140:20-50 as submitted in the Board packet. Director Dommer seconded the motion. Chris Deppe noted that KPPCSD only has one proposed standing committee in their new policy manual. The language referring to KPPCSD's emergency preparedness is about to be out of date. This is a second reading and takes 4/5 approval to pass.

AYES: Dommer, Nagel, Padian, Stein

NOES: Kosel

ABSTAIN: None

Proposed new Board Policy 1190 for Social Media, second reading for vote: Director Kosel said she would like to insert, under 1190.30 “including attorney’s fees” between “financial liability” and “the District incurs”. Per the Meyers Nave webinar on social media, Kosel noted it has been increasingly common for there to be lawsuits by members of the public alleging Board members maintain quasi-official district websites and that Board members have violated members of the public’s first amendment rights by deleting comments or prohibiting comments. Kosel is suggesting that only the District Manager be able to post on the District website and that Board members should not post on social media about any matters within the jurisdiction of the District. This would protect the District from any first amendment violations or tort violations. Nagel said all of the case law they talked about in the webinar was about members of the public posting on websites and KFPD does not have that issue. Kosel said most of the cases were Board members maintaining Facebook pages. The first issue to litigate is whether the social media page is a District site. Also the District is liable for what the Board member posts if it’s not truthful. Linnea Due asked if a Board member posts information on NextDoor and closed discussion would that be a problem? Director Padian said he, Nagel and Kosel all attended the Meyers Nave webinar. He noted that CSDA and Streamline also had a two-hour social media webinar earlier this week which he thought was much more useful. It was run by a company that deals with social media and communication. Assembly Bill 992 is pending right now and makes a Brown Act distinction between “thanking” a post and posting an emoji. Padian read a summary of AB992. Padian suggested waiting on this policy until AB992 passes. Kosel said it sounds like the bill is only relevant to the Brown Act. Her concern is that the Brown Act is irrelevant to the District because if individual Board members violate the Brown Act they are individually liable. The case law is civil liability of the Board for individual members violations of individuals’ rights. Padian asked if D&O insurance covers Brown Act violations? Navellier did not know. Padian and Kosel agreed they were talking about different issues. Kosel said there is currently no enforcement mechanisms which is why she is proposing 1190.30. Padian then read a description of D&O insurance. He does not see why there needs to be a punitive portion of the policy. Stein asked if the proposed indemnification is a signed form or automatic as part of the policy manual. Kosel said automatic. Stein asked how legally binding is the policy manual or is it a guideline? Kosel said it is not preparatory. Stein used an example of Kosel suggested forming a standing committee without amending a policy. Brown Act discussion followed. Cyrus Modavi asked if the KFPD Policy Manual is based on the CSDA template. Director Kosel made a motion to adopt the proposed Social Media Policy with the amendment that she proposed earlier, inserting “including attorney’s fees” under 1190.30. Director Nagel seconded the motion. David Spath asked if 1190.10 pertains to any factual posts or factual posts under the

jurisdiction of the District? Director Kosel made an amendment to her motion to change 1190.10 to read "Posts on the District website shall be made only by the District Manager." Stein asked if legal counsel had reviewed 1190.30. Kosel said she is not authorized to engage the attorney herself. Padian said he thinks this policy is premature. CSDA's information does not support these provisions, particularly 1190.20. Padian referred to KFPD's policy manual. It is the Board members' job to inform the public. It is not the autonomous job of the District Manager and do they have to post everything directed by a single Board member, factual or not? Padian said the Fire District's account on Nextdoor can only be seen by those that subscribe to it. Navellier said everyone in Kensington on Nextdoor is automatically subscribed to it unless they take the actions to remove themselves. Nagel said it is not up to individual Board members to educate the public but the Board as a whole and only the President can speak for the Board. Padian suggested guidelines instead of a policy. More discussion followed.

AYES: Kosel, Nagel  
NOES: Dommer, Padian, Stein  
ABSTAIN: None

**BOARD REPORTS PART 2:**

Contra Costa County CSDA: Nagel reported the last meeting was on 4/15/19. Supervisor Mitchoff was the guest speaker. ECCFPD Chief Helmick gave a talk on the state of that District. The next meeting will be in July.

CSDA State Committees: Kosel reported that the next meetings will be on 6/5/19.

Finance Committee: The Finance Committee will be on 5/30/19 at 3:00 p.m. at the Arlington Community Church.

**ADJOURNMENT:** The meeting was adjourned at 9:51 p.m.

MINUTES PREPARED BY: Brenda J. Navellier

These minutes were approved at the regular Board meeting of the Kensington Fire Protection District on June 12, 2019.

Attest:

\_\_\_\_\_  
Board Secretary



# EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530  
(510) 215-4450 • FAX (510) 232-4917

[www.el-cerrito.org](http://www.el-cerrito.org)



June 1, 2019

**TO:** Kensington Fire Protection District Board Members

**FROM:** Michael Pigoni: Fire Chief

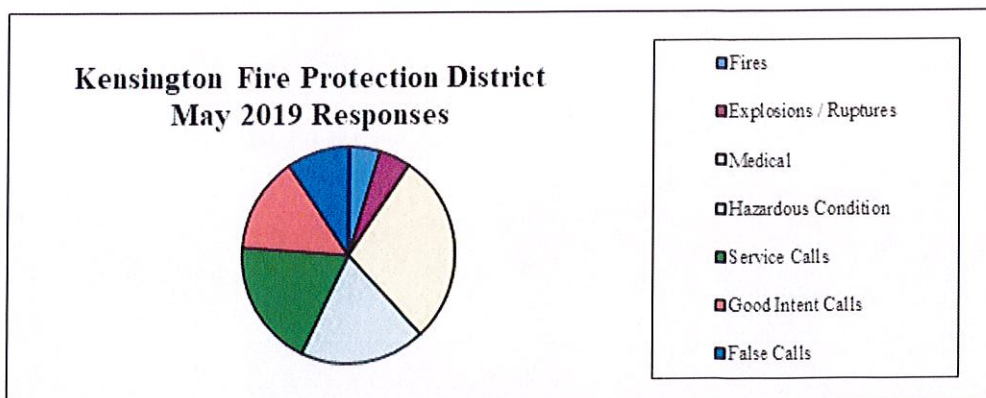
**RE:** **Incident Activity Reports for the Month of May 2019**

There were 21 incidents that occurred during the month of May in the community of Kensington. Please see the attached "Incident Log" for the dates and times, locations and incident type for these calls that the Fire Department responded to this past month. During this same time, Engine 65 responded to a total of 47 calls in all districts.

There was one structure fire in the 400 block of Ocean View on May 11. The fire started on the exterior side of the home and burned into the wall on the side of the house. Engine 65 responded along with Engines 71 and 72 as well as resources from Richmond and Berkeley. A total of six engines, one ladder truck and two Battalion Chiefs responded. Crews were able to quickly extinguish the fire prior to it spreading more into the home or attic. There were no injuries.

The chart below is broken down into NFIRS incident types. The following is a list of the response types, the number of responses for each type and the percentage of the total calls for each type for all the responses in the community of Kensington.

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
<b>Fires</b>	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	1	4.76%
<b>Explosions / Ruptures</b>	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	1	4.76%
<b>Medical</b>	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	6	28.57%
<b>Hazardous Condition</b>	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	4	19.05%
<b>Service Calls</b>	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	4	19.05%
<b>Good Intent Calls</b>	<i>(Cancelled En Route, Wrong Location)</i>	3	14.29%
<b>False Calls</b>	<i>(Wrong Company/Unit Dispatched)</i>	2	9.52%
<b>Totals</b>		<b>21</b>	<b>100.00%</b>



# Kensington Fire Protection District Response Log for May 2019

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0019045422	01-May-19 17:04:01	144 Purdue AVE	Kensington	E165	622
2	0019045952	03-May-19 01:48:56	50 Kenyon AVE	Kensington	E165	213
3	0019046372	04-May-19 07:13:52	28 Highgate CT	Kensington	E165	321
4	0019047096	06-May-19 07:39:20	22 Cowper AVE	Kensington	E165	651
5	0019048362	09-May-19 14:32:46	1 Highgate CT	Kensington	E165	5000
6	0019048390	09-May-19 15:56:07	90 Norwood AVE	Kensington	E165	743
7	0019048751	10-May-19 15:07:58	255 Stanford AVE	Kensington	E165	5000
8	0019049093	11-May-19 14:36:22	417 Ocean View AVE	Kensington	E165	111
9	0019049491	12-May-19 17:04:07	217 Arlington AVE	Kensington	E165	321
10	0019050133	14-May-19 11:14:53	255 Stanford AVE	Kensington	E165	554
11	0019050722	15-May-19 20:22:28	Coventry RD	Kensington	E165	400
12	0019050732	15-May-19 21:03:09	1611 Ocean View AVE	Kensington	E165	444
13	0019051742	18-May-19 16:08:02	Arlington AVE	Kensington	E165	611U
14	0019051834	18-May-19 22:13:33	1 Lawson RD	Kensington	E165	321
15	0019052673	21-May-19 10:46:44	711 Coventry RD	Kensington	E172	5000
16	0019053056	22-May-19 10:43:30	62 Arlington CT	Kensington	E165	444
17	0019053844	24-May-19 09:54:23	845 Coventry RD	Kensington	E165	321
18	0019054240	25-May-19 11:20:43	641 Coventry RD	Kensington	E165	444
19	0019054570	26-May-19 08:53:23	57 Cowper AVE	Kensington	E165	700
20	0019055488	28-May-19 23:59:36	260 Yale AVE	Kensington	E165	321
21	0019056177	31-May-19 00:15:16	656 Beloit AVE	Kensington	E165	321

\* See Attached Table for Incident Type Explanations

Type Series	Description
100	(Structure, Trash, Vehicle, Vegetation Fire)
200	(Over Pressure/Ruptures Explosions, Bombs)
300	(EMS, Vehicle Accidents, Extrication, Rescue)
400	(Chemical Spills, Leaks, Down power Lines)
500	(Distress, Water/ Smoke/Odor Problems, Public Assists)
600	(Cancelled En Route, Wrong Location)
700	(Wrong Company/Unit Dispatched)

# Kensington Fire Protection District

## Engine 65 Response Log for May 2019

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0019045301	01-May-19 11:51:16	540 Ashbury AVE	El Cerrito	E165	721
2	0019045422	01-May-19 17:03:42	144 Purdue AVE	Kensington	E165	622
3	0019045701	02-May-19 11:58:02	650 Albemarle ST	El Cerrito	E165	611F
4	0019045952	03-May-19 01:48:20	50 Kenyon AVE	Kensington	E165	213
5	0019046132	03-May-19 14:17:37	103-106 Golf Course DR	Berkeley	E165	5000
6	0019046372	04-May-19 07:12:56	28 Highgate CT	Kensington	E165	321
7	0019046397	04-May-19 08:53:28	7992 Terrace DR	El Cerrito	E165	743
8	0019046756	05-May-19 08:33:27	421 Balra DR	El Cerrito	E165	700
9	0019046901	05-May-19 16:57:54	408 Village DR	Kensington	E165	321
10	0019047096	06-May-19 07:38:12	22 Cowper AVE	Kensington	E165	651
11	0019047414	06-May-19 23:04:30	421 Balra DR	El Cerrito	E165	740
12	0019047625	07-May-19 14:26:08	8657 Don Carol DR	El Cerrito	E165	321
14	0019047760	07-May-19 20:42:23	8410 Betty LN	El Cerrito	E165	321
15	0019048021	08-May-19 15:34:49	250 El Cerrito PLZ	El Cerrito	E165	554
16	0019048361	09-May-19 14:24:03	Carlson BLVD	El Cerrito	E165	412
17	0019048362	09-May-19 14:26:23	1 Highgate CT	Kensington	E165	5000
19	0019048390	09-May-19 15:55:26	90 Norwood AVE	Kensington	E165	743
20	0019048751	10-May-19 15:07:03	255 Stanford AVE	Kensington	E165	5000
21	0019048838	10-May-19 20:03:14	1100 James PL	El Cerrito	E165	743
22	0019049093	11-May-19 14:35:18	417 Ocean View AVE	Kensington	E165	111
23	0019049491	12-May-19 17:03:57	217 Arlington AVE	Kensington	E165	321
24	0019050133	14-May-19 11:13:45	255 Stanford AVE	Kensington	E165	554
25	0019050661	15-May-19 17:18:07	406 Seaview DR	El Cerrito	E165	321
26	0019050676	15-May-19 18:03:03	2065 Harper ST	El Cerrito	E165	743
27	0019050722	15-May-19 20:22:01	Coventry RD	Kensington	E165	400
28	0019050732	15-May-19 21:02:32	1611 Ocean View AVE	Kensington	E165	444
29	0019051742	18-May-19 16:07:20	Arlington AVE	Kensington	E165	611U
30	0019051834	18-May-19 22:11:44	1 Lawson RD	Kensington	E165	321
31	0019052397	20-May-19 14:15:40	Anza View RD	Kensington	E165	611M
32	0019052663	21-May-19 10:12:00	3322 Santa Clara AVE	Orinda	E165	5000

33	0019052686	21-May-19 11:14:46	10636 San Pablo AVE	El Cerrito	E165	321
34	0019053056	22-May-19 10:41:49	62 Arlington CT	Kensington	E165	444
35	0019053844	24-May-19 09:53:17	845 Coventry RD	Kensington	E165	321
36	0019053882	24-May-19 11:04:51	0-0 Central Park DR	Berkeley	E165	321
37	0019053915	24-May-19 12:56:26	6324 Fairmount AVE	El Cerrito	E165	5000
38	0019054240	25-May-19 11:19:54	641 Coventry RD	Kensington	E165	444
39	0019054327	25-May-19 15:12:31	0-0 Wildcat Canyon RD	Berkeley	E165	611M
40	0019054570	26-May-19 08:50:58	57 Cowper AVE	Kensington	E165	700
41	0019055388	28-May-19 17:40:38	635 Albemarle ST	El Cerrito	E165	700
42	0019055488	28-May-19 23:59:03	260 Yale AVE	Kensington	E165	321
43	0019055871	30-May-19 02:31:32	300 Seaview DR	El Cerrito	E165	554
44	0019056028	30-May-19 14:17:09	Sr 24 E	Orinda	E165	611T
45	0019056177	31-May-19 00:14:58	656 Beloit AVE	Kensington	E165	321
46	0019056200	31-May-19 02:39:03	422 Village DR	El Cerrito	E165	611M
47	0019056370	31-May-19 14:16:17	6699 Fairmount AVE	El Cerrito	E165	611M

\* See Attached Table for Incident Type Explanations

**Type Series**

- 100
- 200
- 300
- 400
- 500
- 600
- 700

**Description**

- (Structure, Trash, Vehicle, Vegetation Fire)
- (Over Pressure/Ruptures Explosions, Bombs)
- (EMS, Vehicle Accidents, Extrication, Rescue)
- (Chemical Spills, Leaks, Down power Lines)
- (Distress, Water/ Smoke/Odor Problems, Public Assists)
- (Cancelled En Route, Wrong Location)
- (Wrong Company/Unit Dispatched)

TRANSMITTAL - APPROVAL

TO: Auditor Controller of Contra Costa County.

Forwarded herewith are the following invoices and claims for goods and services received which have been approved for payment:

KENSINGTON FPD									
TRANSMITTAL - APPROVAL									
Invoices									
PY/CY: BATCH #: 2170									
DATE: 6/6/2019									
LOCATION #: 13									
FILENAME: KENSINGTON									
VEND	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND ORG	SUB ACCT	TASK OR PROJ	STMT WORK	ENCUMB	PAYMENT AMOUNT
50063	Nexis	6/4/2019	155153 24 hour kits	7840	2490				3,447.76
50146	Delta Dental	6/1/2019	BE003395048 June dental	7840	1061				1,008.86
50147	KFPD Revolving Fund	6/7/2019	Reimburse revolving fund	7840	2490				15,964.77
50148	CalPERS	05/14/19	7072901257 July medical	7840	1061				7,648.99
50150	Vision Service Plan	05/19/19	001027770001 June vision	7840	1061				323.10
50151	City of El Cerrito	06/01/19	June fire protection	7840	2328				251,284.08
50131	Meyers Nave	05/07/19	2019040031 legal counsel	7840	2490				447.12
50193	Teo Carlone	05/09/19	50004 wildland interface	7840	2490				2,600.00
50193	Teo Carlone	05/19/19	49103 wildland interface	7840	2490				2,400.00
50213	Alert-All	04/30/19	219040258 public education	7840	2490				995.90
	Universe Painting, Inc.	05/28/19	242-1 repair sheetrock/paint	7840	2490				2,390.00
<b>TOTAL</b>									<b>288,510.58</b>

Kensington FPD Approval

Date: 6/11/19  
*Anthony M. [Signature]*  
 Date: 6/6/19

June 6, 2019

**Attachment to Transmittal 060619**

Kensington Fire Protection District Revolving Fund 01406

Detailed invoice for reimbursement to the Revolving Fund for payment of the following expenditures:

INVOICE DATE	DESCRIPTION	AMOUNT
5/1/2019	Allways Green - janitorial	105.00
5/9/2019	Sprint - telephone	63.56
4/22/2019	Comcast - internet	143.25
5/7/2019	PG&E - gas	156.94
4/22/2019	Reimburse Director - training	65.00
5/7/2019	CalPERS - settlement June	952.08
5/17/2019	Payroll processing	66.25
5/17/2019	Payroll - 5/1-5/15/19	3,042.45
5/17/2019	Withholding payroll taxes 5/1-5/15/19	1,494.10
6/1/2019	Stericycle - medical waste	715.75
5/28/2019	Alliance Graphics - FF apparel	521.12
5/13/2019	PG&E - electric	975.48
5/14/2019	Mechanics Bank - FF exp, office supplies, etc.	677.68
5/24/2019	Herrera - gardening, replanting, etc.	960.00
6/3/2019	Payroll processing	66.25
6/3/2019	Payroll - 5/16-5/31/19	2,871.61
6/3/2019	Withholding payroll taxes 5/16-5/31/19	1,381.09
6/5/2019	ICMA-RC - May deferred comp	1,602.16
6/1/2019	Allways Green - janitorial	105.00
	<b>Total</b>	<b>15,964.77</b>

Please complete the enclosed deposit ticket and mail in the attached envelope to The Mechanics Bank.



**Kensington Fire Protection District**  
**Balance Sheet**  
As of May 13, 2019

	May 13, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Petty Cash	200.00
KFPD Revolving Acct - Gen Fund	17,631.71
General Fund	702,046.42
Special Tax Fund	5,691.68
Capital Fund	6,729.77
<b>Total Checking/Savings</b>	<b>732,299.58</b>
<b>Accounts Receivable</b>	
Due from County for Reimb.	18,434.01
Accounts Receivable	2,905.70
Advance on Taxes	116,627.59
Advance on Supplemental Taxes	55,540.51
<b>Total Accounts Receivable</b>	<b>193,507.81</b>
<b>Other Current Assets</b>	
Prepaid Services - EC	256,577.50
Prepaid CERBT - Retiree Trust	1,104,815.16
<b>Investments</b>	
Capital Replacement Funds	3,754,173.00
Fire Protect. Contract Reserves	3,078,929.57
Investments - Other	966,666.74
<b>Total Investments</b>	<b>7,799,769.31</b>
<b>Total Other Current Assets</b>	<b>9,161,161.97</b>
<b>Total Current Assets</b>	<b>10,086,969.36</b>
<b>Fixed Assets</b>	
Land	5,800.00
Equipment	1,446,911.62
Accumulated Depreciation-Equip	-746,593.15
Building and Improvements	2,391,581.26
Accumulated Depreciation - Bldg	-1,000,180.00
<b>Current Capital Outlay</b>	
Firefighters Qtrs/Equip	11,387.03
Computers/Furniture	2,001.30
Type III Engine	220,000.00
<b>Total Current Capital Outlay</b>	<b>233,388.33</b>
<b>Total Fixed Assets</b>	<b>2,330,908.06</b>
<b>TOTAL ASSETS</b>	<b>12,417,877.42</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Due to Revolving Acct - Gen Fnd	18,434.01
Due to Other - Issued by CCC	484,385.97
<b>Total Accounts Payable</b>	<b>502,819.98</b>
<b>Other Current Liabilities</b>	
EI Cerrito Service Contract Pay	256,577.43
Wages & PR Taxes Payable	2,992.32
<b>Total Other Current Liabilities</b>	<b>259,569.75</b>
<b>Total Current Liabilities</b>	<b>762,389.73</b>
<b>Long Term Liabilities</b>	
CalPERS Settlement Payable	42,843.76

**Kensington Fire Protection District**  
**Balance Sheet**  
As of May 13, 2019

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	May 13, 19
Total Long Term Liabilities	42,843.76
Total Liabilities	805,233.49
Equity	
Fund Equity - General	4,848,934.26
Fund Equity - Capital Projects	1,219,288.00
Fund Equity - Special Revenue	12,769.00
Fund Equity - Gen Fixed Asset	2,403,012.00
Fund Equity	1,835,922.75
Net Income	1,292,717.92
Total Equity	11,612,643.93
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>12,417,877.42</b>

**Kensington Fire Protection District  
Revenue & Expense Prev Year Comparison**

July 1, 2018 through May 13, 2019

	Jul 1, '18 - May 13, 19	Jul 1, '17 - May 13, 18	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Property Taxes	4,042,029.49	3,819,755.73	222,273.76	5.8%
Special Taxes	200,453.30	200,395.20	58.10	0.0%
Other Tax Income	12,495.48	13,044.15	-548.67	-4.2%
Lease Agreement	32,985.27	26,601.03	6,384.24	24.0%
Interest Income	98,742.81	43,578.35	55,164.46	126.6%
Salary Reimbursement Agreement	58,227.22	48,765.69	9,461.53	19.4%
Miscellaneous Income	4,314.08	1,181.74	3,132.34	265.1%
<b>Total Income</b>	<b>4,449,247.65</b>	<b>4,153,321.89</b>	<b>295,925.76</b>	<b>7.1%</b>
<b>Expense</b>				
<b>OUTSIDE PROFESSIONAL SERVICES</b>				
LAFCO Fees	2,278.47	2,122.85	155.62	7.3%
Contra Costa County Expenses	35,741.98	34,103.26	1,638.72	4.8%
El Cerrito Contract Fee	2,822,352.11	2,355,756.00	466,596.11	19.8%
Fire Abatement Contract	665.00	0.00	665.00	100.0%
Fire Engineer Plan Review	403.50	1,092.50	-689.00	-63.1%
Risk Management Insurance	12,507.00	13,268.00	-761.00	-5.7%
<b>Professional Fees</b>				
Accounting	3,682.75	5,542.35	-1,859.60	-33.6%
Actuarial Valuation	0.00	5,500.00	-5,500.00	-100.0%
Audit	16,000.00	16,000.00	0.00	0.0%
Legal Fees	57,456.65	13,532.40	43,924.25	324.6%
<b>Total Professional Fees</b>	<b>77,139.40</b>	<b>40,574.75</b>	<b>36,564.65</b>	<b>90.1%</b>
Website Development/Maintenance	2,200.00	2,500.00	-300.00	-12.0%
Wildland Vegetation Mgmt	2,500.00	3,450.00	-950.00	-27.5%
<b>Total OUTSIDE PROFESSIONAL SER...</b>	<b>2,955,787.46</b>	<b>2,452,867.36</b>	<b>502,920.10</b>	<b>20.5%</b>
<b>RETIREE MEDICAL BENEFITS</b>				
PERS Medical	-35,441.57	35,933.50	-71,375.07	-198.6%
Delta Dental	-5,044.30	5,044.30	-10,088.60	-200.0%
Vision Care	-1,615.50	1,615.50	-3,231.00	-200.0%
CalPERS Settlement	45,700.00	0.00	45,700.00	100.0%
<b>Total RETIREE MEDICAL BENEFITS</b>	<b>3,598.63</b>	<b>42,593.30</b>	<b>-38,994.67</b>	<b>-91.6%</b>
<b>COMMUNITY SERVICE ACTIVITIES</b>				
Public Education	8,415.05	8,505.88	-90.83	-1.1%
Comm. Pharmaceutical Drop-Off	371.40	1,602.34	-1,230.94	-76.8%
Vial of Life Program	0.00	98.91	-98.91	-100.0%
CERT Emerg Kits/Sheds/Prepared	0.00	3,833.00	-3,833.00	-100.0%
Open Houses	261.28	307.13	-45.85	-14.9%
Community Shredder	2,295.00	2,469.19	-174.19	-7.1%
DFSC Matching Grants	23,880.00	19,116.00	4,764.00	24.9%
Firesafe Planting Grants	0.00	219.03	-219.03	-100.0%
Demonstration Garden	6,147.11	5,060.00	1,087.11	21.5%
Community Sandbags	1,993.81	754.08	1,239.73	164.4%
<b>Total COMMUNITY SERVICE ACTIVITI...</b>	<b>43,363.65</b>	<b>41,965.56</b>	<b>1,398.09</b>	<b>3.3%</b>
<b>DISTRICT ACTIVITIES</b>				
Firefighter's Apparel & PPE	-336.74	0.00	-336.74	-100.0%
Firefighters' Expenses	1,320.76	3,565.80	-2,245.04	-63.0%
Staff Appreciation	1,275.32	1,019.24	256.08	25.1%
Professional Development	3,317.85	2,919.45	398.40	13.7%
<b>Building Maintenance</b>				
Needs Assess/Feasibility Study	0.00	23,127.42	-23,127.42	-100.0%
Janitorial Service	1,050.00	1,155.00	-105.00	-9.1%
Medical Waste Disposal	4,142.72	4,380.31	-237.59	-5.4%
Building alarm	1,264.44	1,379.44	-115.00	-8.3%
Gardening service	600.00	1,050.00	-450.00	-42.9%
Miscellaneous Maint.	6,081.25	10,642.89	-4,561.64	-42.9%
<b>Total Building Maintenance</b>	<b>13,138.41</b>	<b>41,735.06</b>	<b>-28,596.65</b>	<b>-68.5%</b>
<b>Building Utilities/Service</b>				
Gas and Electric	5,842.13	6,468.46	-626.33	-9.7%
Water/Sewer	1,558.52	2,259.07	-700.55	-31.0%
<b>Total Building Utilities/Service</b>	<b>7,400.65</b>	<b>8,727.53</b>	<b>-1,326.88</b>	<b>-15.2%</b>
Election	3,855.77	0.00	3,855.77	100.0%
Memberships	7,390.00	7,008.00	382.00	5.5%
<b>Office</b>				
Office Expense	2,680.49	2,401.42	279.07	11.6%
Office Supplies	2,046.13	1,181.53	864.60	73.2%
Telephone	4,841.10	6,515.63	-1,674.53	-25.7%
<b>Total Office</b>	<b>9,567.72</b>	<b>10,098.58</b>	<b>-530.86</b>	<b>-5.3%</b>
<b>Total DISTRICT ACTIVITIES</b>	<b>46,929.74</b>	<b>75,073.66</b>	<b>-28,143.92</b>	<b>-37.5%</b>
<b>Staff</b>				
Wages	79,233.40	72,031.40	7,202.00	10.0%
Longevity Pay	1,000.00	1,000.00	0.00	0.0%
Overtime Wages	1,851.24	934.99	916.25	98.0%

**Kensington Fire Protection District  
Revenue & Expense Prev Year Comparison**

July 1, 2018 through May 13, 2019

	Jul 1, '18 - May 13, 19	Jul 1, '17 - May 13, 18	\$ Change	% Change
Medical/dental ins compensation	8,380.00	6,825.00	1,555.00	22.8%
Retirement Contribution	6,021.60	5,474.40	547.20	10.0%
Payroll Taxes	7,074.55	6,488.54	586.01	9.0%
Workers Compensation/Life Ins	1,842.06	1,830.24	11.82	0.7%
Payroll Processing	1,447.40	1,377.88	69.52	5.1%
<b>Total Staff</b>	<b>106,650.25</b>	<b>95,962.45</b>	<b>10,887.80</b>	<b>11.4%</b>
Contingency				
General	0.00	1,439.00	-1,439.00	-100.0%
<b>Total Contingency</b>	<b>0.00</b>	<b>1,439.00</b>	<b>-1,439.00</b>	<b>-100.0%</b>
<b>Total Expense</b>	<b>3,156,529.73</b>	<b>2,709,901.33</b>	<b>446,628.40</b>	<b>16.5%</b>
<b>Net Ordinary Income</b>	<b>1,292,717.92</b>	<b>1,443,420.56</b>	<b>-150,702.64</b>	<b>-10.4%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Transfers In - Capital	577,843.12	767,874.00	-190,030.88	-24.8%
Transfers In - General	326,454.54	213,570.44	112,884.10	52.9%
<b>Total Other Income</b>	<b>904,297.66</b>	<b>981,444.44</b>	<b>-77,146.78</b>	<b>-7.9%</b>
<b>Other Expense</b>				
Transfers Out - Capital	41,423.66	23,570.44	17,853.22	75.7%
Transfers Out - Special	295,000.00	190,000.00	105,000.00	55.3%
Transfers Out - General	567,874.00	767,874.00	-200,000.00	-26.1%
<b>Total Other Expense</b>	<b>904,297.66</b>	<b>981,444.44</b>	<b>-77,146.78</b>	<b>-7.9%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>1,292,717.92</b>	<b>1,443,420.56</b>	<b>-150,702.64</b>	<b>-10.4%</b>

**Kensington Fire Protection District  
Revenue & Expense Budget vs. Actual**

July 2018 through April 2019

	Jul '18 - Apr 19	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Property Taxes	4,042,029.49	3,985,570.00	56,459.49	101.4%
Special Taxes	200,453.30	200,453.00	0.30	100.0%
Other Tax Income	12,495.48	12,800.00	-304.52	97.6%
Lease Agreement	29,935.02	29,912.82	22.20	100.1%
Interest Income	98,742.81	37,250.00	61,492.81	265.1%
Salary Reimbursement Agreement	52,933.84	52,373.34	560.50	101.1%
Miscellaneous Income	4,314.08	0.00	4,314.08	100.0%
<b>Total Income</b>	<b>4,440,904.02</b>	<b>4,318,359.16</b>	<b>122,544.86</b>	<b>102.8%</b>
<b>Expense</b>				
<b>OUTSIDE PROFESSIONAL SERVICES</b>				
LAFCO Fees	2,278.47	2,200.00	78.47	103.6%
Contra Costa County Expenses	35,741.98	35,800.00	-58.02	99.8%
EI Cerrito Contract Fee	2,565,774.65	2,565,775.00	-0.35	100.0%
Fire Abatement Contract	665.00	8,000.00	-7,335.00	8.3%
Fire Engineer Plan Review	403.50	1,666.66	-1,263.16	24.2%
Risk Management Insurance	12,507.00	14,500.00	-1,993.00	86.3%
<b>Professional Fees</b>				
Accounting	3,682.75	5,900.00	-2,217.25	62.4%
Actuarial Valuation	0.00	0.00	0.00	0.0%
Audit	16,000.00	16,000.00	0.00	100.0%
Legal Fees	57,456.65	56,166.70	1,289.95	102.3%
<b>Total Professional Fees</b>	<b>77,139.40</b>	<b>78,066.70</b>	<b>-927.30</b>	<b>98.8%</b>
Water System Improvements	0.00	10,000.00	-10,000.00	0.0%
Website Development/Maintenance	2,000.00	2,083.34	-83.34	96.0%
Wildland Vegetation Mgmt	2,500.00	8,000.00	-5,500.00	31.3%
<b>Total OUTSIDE PROFESSIONAL SER...</b>	<b>2,699,010.00</b>	<b>2,726,091.70</b>	<b>-27,081.70</b>	<b>99.0%</b>
<b>RETIREE MEDICAL BENEFITS</b>				
PERS Medical	-35,441.57	0.00	-35,441.57	100.0%
Delta Dental	-6,053.16	0.00	-6,053.16	100.0%
Vision Care	-1,615.50	0.00	-1,615.50	100.0%
CalPERS Settlement	45,700.00	45,700.00	0.00	100.0%
<b>Total RETIREE MEDICAL BENEFITS</b>	<b>2,589.77</b>	<b>45,700.00</b>	<b>-43,110.23</b>	<b>5.7%</b>
<b>COMMUNITY SERVICE ACTIVITIES</b>				
Public Education	7,849.10	11,350.00	-3,500.90	69.2%
Comm. Pharmaceutical Drop-Off	371.40	4,000.00	-3,628.60	9.3%
Vial of Life Program	0.00	200.00	-200.00	0.0%
CERT Emerg Kits/Sheds/Prepared	0.00	10,545.46	-10,545.46	0.0%
Open Houses	261.28	750.00	-488.72	34.8%
Community Shredder	2,295.00	2,750.00	-455.00	83.5%
DFSC Matching Grants	23,880.00	23,880.00	0.00	100.0%
Firesafe Planting Grants	0.00	2,333.34	-2,333.34	0.0%
Demonstration Garden	6,147.11	50,000.00	-43,852.89	12.3%
Community Sandbags	1,993.81	4,000.00	-2,006.19	49.8%
Community Center Fire Alarm	0.00	35,000.00	-35,000.00	0.0%
<b>Total COMMUNITY SERVICE ACTIVITL...</b>	<b>42,797.70</b>	<b>144,808.80</b>	<b>-102,011.10</b>	<b>29.6%</b>
<b>DISTRICT ACTIVITIES</b>				
Firefighter's Apparel & PPE	-336.74	1,500.00	-1,836.74	-22.4%
Firefighters' Expenses	1,192.00	7,000.00	-5,808.00	17.0%
Staff Appreciation	1,275.32	1,750.00	-474.68	72.9%
Professional Development	3,262.85	4,166.66	-903.81	78.3%
<b>Building Maintenance</b>				
Needs Assess/Feasibility Study	0.00	11,000.00	-11,000.00	0.0%
Janitorial Service	1,050.00	1,250.00	-200.00	84.0%
Medical Waste Disposal	3,723.40	4,650.00	-926.60	80.1%
Building alarm	1,264.44	1,500.00	-235.56	84.3%
Gardening service	600.00	1,750.00	-1,150.00	34.3%
Miscellaneous Maint.	6,081.25	10,833.34	-4,752.09	56.1%
<b>Total Building Maintenance</b>	<b>12,719.09</b>	<b>30,983.34</b>	<b>-18,264.25</b>	<b>41.1%</b>
<b>Building Utilities/Service</b>				
Gas and Electric	5,842.13	6,666.66	-824.53	87.6%
Water/Sewer	1,558.52	2,054.17	-495.65	75.9%
<b>Total Building Utilities/Service</b>	<b>7,400.65</b>	<b>8,720.83</b>	<b>-1,320.18</b>	<b>84.9%</b>
Election	3,855.77	3,900.00	-44.23	98.9%
Memberships	7,390.00	7,600.00	-210.00	97.2%
<b>Office</b>				
Office Expense	2,680.49	2,500.00	180.49	107.2%
Office Supplies	2,058.83	1,875.00	183.83	109.8%
Telephone	4,841.10	6,666.66	-1,825.56	72.6%
<b>Total Office</b>	<b>9,580.42</b>	<b>11,041.66</b>	<b>-1,461.24</b>	<b>86.8%</b>
<b>Total DISTRICT ACTIVITIES</b>	<b>46,339.36</b>	<b>76,662.49</b>	<b>-30,323.13</b>	<b>60.4%</b>
<b>Staff</b>				
Wages	79,233.40	79,234.16	-0.76	100.0%

**Kensington Fire Protection District**  
**Revenue & Expense Budget vs. Actual**  
 July 2018 through April 2019

	Jul '18 - Apr 19	Budget	\$ Over Budget	% of Budget
Longevity Pay	1,000.00	1,000.00	0.00	100.0%
Overtime Wages	1,851.24	1,312.50	538.74	141.0%
Vacation Wages	0.00	0.00	0.00	0.0%
Medical/dental Ins compensation	8,380.00	8,380.00	0.00	100.0%
Retirement Contribution	6,021.60	6,021.66	-0.06	100.0%
Payroll Taxes	7,074.55	7,060.00	14.55	100.2%
Workers Compensation/Life Ins	1,842.06	2,000.00	-157.94	92.1%
Payroll Processing	1,381.15	1,370.84	10.31	100.8%
<b>Total Staff</b>	<b>106,784.00</b>	<b>106,379.16</b>	<b>404.84</b>	<b>100.4%</b>
Contingency General	0.00	20,833.34	-20,833.34	0.0%
<b>Total Contingency</b>	<b>0.00</b>	<b>20,833.34</b>	<b>-20,833.34</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>2,897,520.83</b>	<b>3,120,475.49</b>	<b>-222,954.66</b>	<b>92.9%</b>
<b>Net Ordinary Income</b>	<b>1,543,383.19</b>	<b>1,197,883.67</b>	<b>345,499.52</b>	<b>128.8%</b>
<b>Other Income/Expense</b>				
Other Income				
Transfers In - Capital	577,843.12	0.00	577,843.12	100.0%
Transfers In - General	326,454.54	0.00	326,454.54	100.0%
<b>Total Other Income</b>	<b>904,297.66</b>	<b>0.00</b>	<b>904,297.66</b>	<b>100.0%</b>
Other Expense				
Depreciation Expense	0.00	0.00	0.00	0.0%
Transfers Out - Capital	41,423.66	0.00	41,423.66	100.0%
Transfers Out - Special	295,000.00	0.00	295,000.00	100.0%
Transfers Out - General	567,874.00	0.00	567,874.00	100.0%
<Gain>/Loss on Asset Disposal	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	<b>904,297.66</b>	<b>0.00</b>	<b>904,297.66</b>	<b>100.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>1,543,383.19</b>	<b>1,197,883.67</b>	<b>345,499.52</b>	<b>128.8%</b>

RESOLUTION 19-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT OF THE KENSINGTON FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2019-2020

WHEREAS, Article XIII B of the California Constitution establishes a limitation on spending by local government agencies, including special districts not otherwise exempted, of funds from proceeds of taxes; and

WHEREAS, each local government agency, including non-exempted special districts, must establish its appropriations limit annually by recorded vote of the governing body; and

WHEREAS, the appropriations limit for Fiscal Year 2018-2019 was established at \$4,457,000 by the Board of Directors of the Kensington Fire Protection District; and

WHEREAS, the applicable factors used to calculate the appropriations limit for Fiscal Year 2019-2020 are (1) the increase in the California per capita personal income of **3.85%** as provided by the State Department of Finance; and (2) the applicable change in population from January 2018 to January 2019 of **0.70%**; and

WHEREAS, the information used in the determination of the calculation of the appropriations limit has been available for public inspection for at least 15 days;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kensington Fire Protection District establishes the appropriations limit for Fiscal Year 2019-2020 as \$4,660,000.

\* \* \* \* \*

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 12<sup>th</sup> day of June 2019 by the following vote of the Board.

AYES: BOARD MEMBERS  
NOES: BOARD MEMBERS  
ABSENT: BOARD MEMBERS  
ABSTAIN: BOARD MEMBERS

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Julie Stein, President

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Larry Nagel, Secretary

KENSINGTON FIRE PROTECTION DISTRICT

**Calculation of Appropriations Limit for Fiscal Year 2019-2020**

Article XIII B of the California Constitution specifies that local jurisdictions select their cost-of-living factor to compute their appropriations limit by a vote of the governing body. Historically, the Kensington Fire Protection District has selected the following method of computing its limit.

California per capita personal income (+/-) = 3.85%

Population change in Contra Costa County = 0.70%

Per capita converted to a ratio:  $(3.85 + 100)/100 = 1.0385$

Population converted to a ratio:  $(0.70 + 100)/100 = 1.0070$

Calculation of factor for FY 2019-2020:  $1.0385 \times 1.0070 = 1.045770$

Appropriations limit for FY 2018-2019: \$4,457,000

Calculated appropriations limit for FY 2019-2020:  
 $\$4,457,000 \times 1.0457 = 4,660,685$

**Suggested appropriations limit: \$4,660,000**



RESOLUTION 19-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT AUTHORIZING CONTRA COSTA COUNTY TO PLACE THE FIRE DISTRICT'S SPECIAL TAX ON THE TAX ROLL FOR FISCAL YEAR 2019-2020 AND TO COLLECT THE SPECIAL TAX ON BEHALF OF THE KENSINGTON FIRE PROTECTION DISTRICT

WHEREAS, the Kensington Fire Protection District is a special district organized under the laws of the State of California and includes within its jurisdiction all properties in the unincorporated portion of the community of Kensington; and

WHEREAS, the Kensington Fire Protection District has enacted by voter approval a special tax to support fire protection services within the community of Kensington; and

WHEREAS, as authorized by State law, Contra Costa County has historically collected the special tax for the Kensington Fire Protection District through the tax roll;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes Contra Costa County to place the Kensington Fire Protection District's special tax on the tax roll for Fiscal Year 2019-2020 and to collect the special tax on behalf of the Kensington Fire Protection District.

\* \* \* \* \*

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 12<sup>th</sup> day of June 2019 by the following vote of the Board.

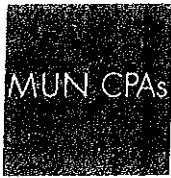
AYES: BOARD MEMBERS  
NOES: BOARD MEMBERS  
ABSENT: BOARD MEMBERS  
ABSTAIN: BOARD MEMBERS

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Julie Stein, President

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Larry Nagel, Secretary



MANN • URRUTIA • NELSON CPAs & ASSOCIATES, LLP  
GLENDALE • ROSEVILLE • SACRAMENTO • SOUTH LAKE TAHOE • KAUAI, HAWAII

May 2, 2019

To the Board of Trustees and Management of  
Kensington Fire Protection District  
217 Arlington Avenue  
Kensington, CA 94707

We are pleased to confirm our understanding of the services we are to provide Kensington Fire Protection District for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Kensington Fire Protection District as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Kensington Fire Protection District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Kensington Fire Protection District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) General Fund and Special Revenue Fund – Budget to Actual Schedules
- 3) Schedule of Changes in the District's Net OPEB Asset and Related Ratios
- 4) Schedule of Contributions to the OPEB Plan

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Kensington Fire Protection District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Kensington Fire Protection District's financial statements. Our report will be addressed to Board of Trustees and Management of Kensington Fire Protection District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Kensington Fire Protection District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted

auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Kensington Fire Protection District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of Kensington Fire Protection District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;

following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Kensington Fire Protection District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mann, Urrutia, Nelson, CPAs & Associates, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mann, Urrutia, Nelson, CPAs & Associates, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit approximately in September 2019 and to issue our reports no later than December 2019. Justin Williams is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

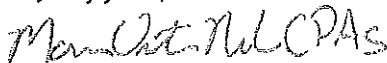
Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$14,500 and \$1,500 for the SCO Report. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client (Kensington Fire Protection District) and accountant (Mann, Urrutia, Nelson CPAs & Associates, LLP) both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by mediation in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to Kensington Fire Protection District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Mann, Urrutia, Nelson, CPAs & Associates, LLP

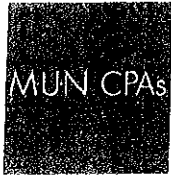
RESPONSE:

This letter correctly sets forth the understanding of Kensington Fire Protection District.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



MANN • URRUTIA • NELSON CPAs & ASSOCIATES, LLP  
GLENDALE • ROSEVILLE • SACRAMENTO • SOUTH LAKE TAHOE • KAUAU, HAWAII

May 2, 2019

To the Board of Directors and Management  
Kensington Fire Protection District

We are engaged to audit the financial statements of the governmental activities and each major fund of the Kensington Fire Protection District for the year ended June 30, 2019. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated May 2, 2019 our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit approximately in September, 2019. Justin Williams is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the Kensington Fire Protection District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Mann, Urrutia, Nelson CPAs".

Mann, Urrutia, Nelson, CPAs & Associates, LLP

# **OLD BUSINESS**

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

**THIS THIRD AMENDMENT TO AGREEMENT FOR SERVICES BY AND BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT AND THE CITY OF EL CERRITO** ("Third Amendment") is hereby entered into this \_\_\_ day of \_\_\_, 2019 by and between the City of El Cerrito, a municipal corporation ("CITY"), and Kensington Fire Protection District, a public agency ("DISTRICT").

**RECITALS**

A. CITY and DISTRICT are parties to an Agreement for Services, dated August 7, 1995, as amended by the First Amendment to said agreement, dated March 1, 2005, and the Second Amendment to said agreement, dated September 2009 ("the Agreement").

B. The parties desire to amend the Agreement pursuant to the terms and conditions set forth below.

NOW, THEREFORE, CITY and DISTRICT hereby agree as follows:

Section 1. *Amendment to Subsection I.A of the Agreement, Extension of Term and Option for Extension.* Subsection I.A. of the Agreement shall be replaced entirely by the following (additions are underlined, and deletions are ~~struck through~~):

"A. The term of this agreement shall be until midnight June 30, 2020 ~~2030~~. The Agreement may be extended at any time by mutual agreement as provided in Section XVII. Unless the Agreement is terminated at an earlier date pursuant to Section XV, the parties will initiate negotiations to extend the contract on or before January 1, ~~2018-2028~~."

B. The DISTRICT may extend the term of this contract for an additional five (5) years beyond the term stated in Subsection I.A, as amended, by giving written notice to the CITY on or before December 31, 2027."

Section 2. *Amendment to Subsection IV.A of the Agreement, District Fire Station, Fire Station Equipment, Furniture, Furnishings and Expendable Equipment.* Subsection IV.A is amended to read as follows (additions are underlined, and deletions are ~~struck through~~):

"A. ~~The City shall utilize the District~~ shall provide the City and its personnel access to and use of the District fire station, fire station equipment, furniture, furnishings and expendable equipment as may be necessary or convenient for the City in the providing provision of the services provided for in this agreement. ~~Title and ownership of the fire station and this equipment shall remain with the District.~~ City shall lease from District the fire engine and other District fire fighting vehicles at a cost of \$1.00 per year.



~~An inventory of the equipment and furnishings provided by District to City is attached as Exhibit B.~~

Section 3. *Amendment to Subsection VIII.B of the Agreement, Resolution of Disputes.* Subsection VIII.B is amended to read as follows (additions are underlined, and deletions are ~~struck through~~):

“B. In the event of a dispute, the disputing party shall submit to the other a writing describing the dispute and a proposed resolution. If the City is the disputing party, a writing shall be submitted to the President of the District board of directors. If the District is the disputing party, a writing shall be submitted to the City ~~Fire Chief~~ Manager. The disputing party shall submit the written reasons for the dispute and the proposed resolution within thirty days of the date the dispute arose.”

Section 4. *Amendment of Section XVII, Services to Be Provided to City by District Pursuant to This Agreement.* Section XVII is replaced entirely by the following:

#### XVII. ADMINISTRATIVE SUPPORT.

Either party may provide support through its employees for the other party's administrative functions not otherwise addressed by the services provision portions of this Agreement. The parties shall enter into a separate written memorandum of understanding or other agreement regarding the terms of such administrative support. Payment for administrative support may be reflected in the fee schedule paid by the District to the City for services pursuant to this Agreement.

Section 5. *Replacement of Exhibits A and B.* Exhibits A (*Allocations of Total Expenditures*) and B (*Form of Annual Reconciliation of Costs and Fees*) to the Agreement are hereby replaced with the Exhibits A and B attached hereto and incorporated by this reference. Exhibits A and B may henceforth be amended by mutual written agreement of the parties without an amendment to this Agreement.

Section 6. All other provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

KENSINGTON FIRE PROTECTION  
DISTRICT

CITY OF EL CERRITO

---

Julie Stein, President

---

Rochelle Pardue-Okimoto, Mayor

Approved as to form:  
DISTRICT COUNSEL

---

Karen Pinkos, City Manager

---

John Bakker

---

Holly Charléty, City Clerk

Approved as to form:  
CITY ATTORNEY

---

Sky Woodruff

1079.5001 3232360.1

EXHIBIT A

CITY OF EL CERRITO /KENSINGTON FIRE PROTECTION DISTRICT

Contract Fee Template

LINE ITEM DETAIL BUDGET EXPENDITURES  
101 GENERAL FUND

Proposed  
Budget FYXX-XX

<b>5100 SALARIES &amp; BENEFITS</b>			
51110 Salaries	27.75%	\$0.00	
51130 Temporary/Part-time Salaries	27.75%	\$0.00	
51140 Overtime Pay	27.75%	\$0.00	
51145 FLSA Overtime pay	27.75%	\$0.00	
51146 Non Suppression Overtime pay	27.75%	\$0.00	
51150 Special Pay	27.75%	\$0.00	
51210 PERS Contributions	27.75%	\$0.00	
51220 FICA/MEDICARE	27.75%	\$0.00	
51230 Benefits & Insurance	27.75%	\$0.00	
51240 Workers Compensation	27.75%	\$0.00	
51990 Salary Savings	27.75%	\$0.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>5200 PROFESSIONAL SERVICES</b>			
52190 Misc Professional Services	33.33%	\$0.00	
52220 Medical Services	33.33%	\$0.00	
52230 Other Technical Services	33.33%	\$0.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>5300 PROPERTY SERVICES</b>			
53110 Utilities	0.00%	\$0.00	
53230 Building Maintenance Services	33.33%	\$0.00	
53240 Landscape/Park Maint Svcs	0.00%	\$0.00	
53250 Vehicle/Equip Maint Svcs	25.00%	\$0.00	
53290 Misc R&M Svcs	33.33%	\$0.00	
53320 Vehicle & Equip Lease	0.00%	\$0.00	
53330 Vehic Replcmnt Rental Charge	18.83%	\$0.00	
53910 Solid Waste Services	33.33%	\$0.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>5400 OTHER SERVICES</b>			
54210 Telephone Expenses	20.00%	\$0.00	
54220 Mobile/wireless Expenses	20.00%	\$0.00	
54310 Legal Notices & Advertisements	25.00%	\$0.00	
54410 Printing and Binding	25.00%	\$0.00	
54610 Travel & Training	25.00%	\$0.00	
54910 Dues & Subscriptions	25.00%	\$0.00	
54990 Other Administrative Services	25.00%	\$0.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>5500 SUPPLIES</b>			
55110 General Office Supplies	25.00%	\$0.00	
55120 Postage & Delivery	25.00%	\$0.00	
55130 Photocopying Charges	25.00%	\$0.00	
55210 Fuel	27.00%	\$0.00	
55230 Medical Supplies	30.00%	\$0.00	
55240 Clothing & Uniform Supplies	33.33%	\$0.00	
55250 Vehicle & Equipment Supplies	25.00%	\$0.00	
55290 Other Operating Supplies	25.00%	\$0.00	
55520 Building Supplies	25.00%	\$0.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>5600 CAPITAL OUTLAY</b>			
56310 Improvements, Not Buildings	0.00%	\$0.00	
56410 Office Equipment <\$10K	0.00%	\$0.00	
56710 Other Equipment < \$10K	0.00%	\$0.00	
56720 Other Equipment > \$10K	0.00%	\$0.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>5800 OTHER CHARGES</b>			
58220 Licenses & Permits	25.00%	\$0.00	
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>OVERHEAD CHARGES (9% of Personnel)</b>	<b>\$0.00</b>	<b>27.75%</b>	<b>\$0.00</b>
<b>GRAND TOTAL</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>TOTAL COMPENSATION COST SHARE</b>	<input type="text"/>	<b>50.00%</b>	<b>\$0.00</b>
<b>UNRECONCILED CONTRACT AMOUNT</b>			<b>\$0.00</b>
<b>RECONCILIATION 20XX-20XX FY BUDGET TO ACTUAL</b>			
<b>COMPENSATION COST SHARE</b>			
<b>RECONCILIATION FY 20XX-20XX BUDGET TO ACTUAL</b>			
<b>PROPOSED EC CONTRACT FEE FY 20XX-20XX</b>			<b>\$0.00</b>

**KENSINGTON FIRE PROTECTION DISTRICT BUDGET**

**EXHIBIT B**

**Prior Year Reconciliation**

<u>Account #</u>	<u>Description</u>	<u>20XX-XX Budgeted</u>	<u>20XX-XX Actual</u>	<u>Diff.</u>	<u>Percentag Reconciliation</u>	<u></u>
51110-51990	SALARIES & BENEFITS			\$0.00	27.75%	\$0.00
<b>SERVICES</b>						
52110	Administrative Services			\$0.00	33.33%	\$0.00
52190	Misc Professional Services			\$0.00	33.33%	\$0.00
52210	Laboratory Services			\$0.00	33.33%	\$0.00
52220	Medical Services			\$0.00	33.33%	\$0.00
52230	Other Technical Services			\$0.00	33.33%	\$0.00
52240	Misc Technical Services			\$0.00	33.33%	\$0.00
53110	Utilities			\$0.00	0.00%	\$0.00
53230	Building Services			\$0.00	33.33%	\$0.00
53240	Landscape Services (Weed Abatement)			\$0.00	0.00%	\$0.00
53250	Vehicle/Equipmt Services			\$0.00	25.00%	\$0.00
53290	Misc Repair and Maintenance Services			\$0.00	33.33%	\$0.00
53320	Vehicle & Equipment Lease			\$0.00	0.00%	\$0.00
53330	Vehicle Charge			\$0.00	18.83%	\$0.00
53910	Solid Waste Service			\$0.00	33.33%	\$0.00
54210	Telephone			\$0.00	20.00%	\$0.00
54220	Mobile Expense			\$0.00	20.00%	\$0.00
54230	Internet Expense			\$0.00	0.00%	\$0.00
54310	Legal Notices & Advertisements			\$0.00	25.00%	\$0.00
54410	Printing			\$0.00	25.00%	\$0.00
54610	Travel & Training			\$0.00	25.00%	\$0.00
54910	Dues & Subscriptions			\$0.00	25.00%	\$0.00
54990	Other Administrative Services			\$0.00	25.00%	\$0.00
<b>SUPPLIES</b>						
55110	Office Supplies			\$0.00	25.00%	\$0.00
55120	Postage			\$0.00	25.00%	\$0.00
55130	Photocopy			\$0.00	25.00%	\$0.00
55210	Fuel			\$0.00	27.00%	\$0.00
55220	Safety Supplies			\$0.00	30.00%	\$0.00
55230	Medical Supplies			\$0.00	30.00%	\$0.00
55240	Clothing & Uniforms			\$0.00	33.33%	\$0.00
55250	Vehicle & Equipment Supplies			\$0.00	25.00%	\$0.00
55290	Other Operating Supplies			\$0.00	25.00%	\$0.00
55520	Building Supplies			\$0.00	25.00%	\$0.00
55590	Other Maintenance Supplies			\$0.00	25.00%	\$0.00
58220	Licenses & Permits			\$0.00	25.00%	\$0.00
58920	Misc Finance Expense			\$0.00	25.00%	\$0.00
<b>CAPITAL</b>						
56310-56710	Property & Capital			\$0.00	0.00%	\$0.00
<b>TOTAL EXPENDITURES</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

AGREEMENT FOR SERVICES BY AND BETWEEN THE  
KENSINGTON FIRE PROTECTION DISTRICT  
AND THE CITY OF EL CERRITO

This Agreement is made and entered into this 7th day of August, 1995, by and between the City of El Cerrito ("City"), a municipal corporation, and the Kensington Fire Protection District ("District"), a public agency.

RECITALS

WHEREAS, District desires to contract with City to provide fire protection services within District's boundaries which are shown on Exhibit A; and

WHEREAS, City agrees to provide these fire protection services to District on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

I. CONTRACT TERM

A. The effective date and time for the commencement of this agreement shall be 0730 hours on June 30, 1995. This agreement shall continue in effect for a period of ten years unless terminated as provided for in Section XV of this agreement or modified by mutual consent as provided for in Section XVII of this agreement.

B. In executing this agreement, the parties recognize that modifications may be required to the terms contained herein. The parties agree that they will deal fairly with each other with respect to modifications proposed to the agreement. As provided for in Section XVII of this agreement, such modifications must be reduced to writing and be properly executed for such modifications to be binding and effective.

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

A. City shall provide District with fire protection services, voluntary home safety inspection services, hazardous materials services and emergency medical services consistent with that level of service provided within City's corporate limits by the El Cerrito Fire Department. City shall enforce the fire code adopted by District, State laws which the District is obligated to enforce and other applicable District codes and ordinances. City shall perform arson investigations, fire protection related building plan review and public education for disaster preparedness. City shall provide fire protection support services, including but not limited to supervision, dispatching, training, maintenance of buildings, grounds and equipment, staff support

services and supplies procurement. City shall provide District with fire financial/administrative services necessary for communications with appropriate agencies, including Contra Costa County. City shall supply all labor, supervision, training, communication services, equipment and supplies necessary to provide the fire protection services set forth above. In order to provide these services, City shall render contractual services to the District on a 24 hour basis in accordance with the staffing patterns identified in Section XI of this agreement.

B. City shall cooperate with District in requiring that the local utility, East Bay Municipal Utilities District (EBMUD), provides adequate water and hydrants for fire protection purposes within District without cost to City.

C. City shall inspect annually all fire hydrants within District to ensure that fire hydrants are mechanically operable and capable of delivering water. City shall notify EBMUD, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time as City becomes aware of maintenance or repair requirements.

D. City shall not be liable to pay EBMUD or District for hydrant installation, repair, maintenance, rental fees, or any other related costs or expenses. Water system maintenance is the responsibility of District or EBMUD. Subject to further agreement between the parties, such costs may either be incorporated into the annual fee or paid directly by the District or EBMUD.

E. The City shall provide weed and brush abatement as part of the public education program. Such abatement shall not include the actual physical abatement of weed and brush by City personal or contractors or the enforcement of abatement standards by citation or otherwise. As the District requires more extensive weed and brush abatement services in the future, the District and City shall negotiate the terms and provisions for such an expanded program.

F. The City shall notify the District within 24 hours of the City becoming aware of any of the following within the District:

- a) Any fire-related fatality;
- b) Any fire causing more than \$100,000 in damage;
- c) Any hazardous material spill the Fire Chief deems serious.

### III. SERVICES WHICH CITY WILL NOT PROVIDE PURSUANT TO THIS AGREEMENT

A. The following services shall not be provided to District under the terms of this agreement: legal advice and

~~counsel~~ as to District laws and District Board of Directors business; assistance by the City building official, City planner, City public works staff or other City staff which is not within the scope of services contained in Section II of this agreement; assistance by City's financial officer, administrative services manager, City clerk or City manager which pertains to District business and which is not directly related to the scope of services contained in Section II of this agreement; and assistance by the City's auditor and financial staff concerning the District's books and records.

B. In the event District desires that City provide any of the services specified in paragraph A, and City so agrees to provide such services, the parties shall either amend this agreement or execute a separate agreement. The costs of such services may be included in the annual fee as provided for in Section VI of this agreement or such costs may be separately billed to District by City.

C. Under the terms of this agreement, City shall not be required to provide transportation of a patient to a hospital in a medical emergency. Emergency transport is provided by the County of Contra Costa by contract with a private ambulance company under a Contra Costa County contractual arrangement.

IV. DISTRICT FIRE STATION, FIRE STATION EQUIPMENT,  
FURNITURE, FURNISHINGS AND EXPENDABLE  
EQUIPMENT

A. The City shall utilize the District fire station, fire station equipment, furniture, furnishings and expendable equipment in providing the services provided for in this agreement. Title and ownership of the fire station and this equipment shall remain with the District. City shall lease from District the fire engine and other District fire fighting vehicles at a cost of \$1.00 per year. An inventory of the equipment and furnishings provided by District to City is attached as Exhibit B.

B. City is responsible for maintaining the fire station and this equipment in good condition and repair at District expense. City is also responsible for maintaining the fire engine and other District fire fighting vehicles at District expense. District is responsible for the cost of bringing the fire station, equipment and vehicles into compliance with applicable codes and laws. City shall undertake this work either through the use of contractors or its own forces. These costs will be included as part of the annual fee provided for in Section VI of this agreement. City shall be responsible for damages caused by the negligent acts or willful misconduct of City personnel; disputes concerning this clause shall be resolved according to Section VIII of this agreement.

C. The City shall include as part of the annual fee provided for in Section VI of this agreement a budget for utility payments relating to the use of District's building, including the fire station, and any space leased to other parties. District shall be responsible for collecting utility fees and charges from District lessees and shall remit them to City.

D. The parties acknowledge that equipment, fire fighting vehicles, fixtures, appliances, building systems, building components and buildings may outlive their useful lives during the term of this agreement. District may elect to maintain, repair, upgrade, remodel or replace such items at District's discretion so long as District satisfies its obligation to provide facilities in good condition and repair. City shall advise District of the costs involved so that the District may review and approve such an expenditure and so that adequate monies may be included as part of the annual fee provided for in Section VI of this agreement.

E. Either the District or the City may fully or partially close or relocate their respective fire stations. Prior to taking such action, the parties shall consult with each other to determine if such action would be consistent with the service requirements of the District or City under the terms of this agreement.

#### V. INSURANCE

A. City shall procure and maintain (and prove to District's reasonable satisfaction that it remains in effect throughout the terms of this agreement), the following kinds of insurance:

(1) Workers' Compensation and Employers' Liability Insurance

City shall secure the payment of Workers' Compensation Coverage to its employees in accordance with the California Labor Code. City shall furnish District with a certificate evidencing such coverage. City shall also maintain Employer's Liability coverage with minimum limits of \$1 Million. The City may self-insure this coverage.

(2) Public Liability Insurance

City shall procure and maintain, or cause to be kept in full force and effect, throughout the term hereof, for the mutual benefit of City and District, general liability and automotive liability insurance (or self insurance) and shall include as additional insureds on said policy the District, its directors, officers, employees and agents while acting in such capacity, and



their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally. Said coverage shall only extend to services and obligations of the City under this agreement.

This insurance shall provide bodily injury and property damage coverage with a combined single limit of at least \$10 Million each occurrence or claim and a general aggregate limit of at least \$10 Million.

(3) Automobile Physical Damage Insurance

City shall procure and maintain, or cause to be kept in full force and effect, throughout the term hereof, for the mutual benefit of City and District, Automobile Physical Damage insurance providing coverage of at least \$250,000 per vehicle for all City owned or leased vehicles, including those vehicles leased by City from District as provided for in Section IV, which are used by the City in the performance of this agreement. Such insurance shall include as additional insureds the District and its directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.

(4) Property Insurance

City shall procure and maintain, or cause to be kept in full force and effect, throughout the term hereof, for the mutual benefit of City and District, property insurance to protect its interest and the District's interest in the building(s), improvements and equipment which are to be used in performance of this agreement, and specifically the structure located at 217 Arlington, Kensington, CA, covering all risks of physical loss or damage to such buildings or equipment, including loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The coverage under such policy shall have limits of liability adequate to protect the value of the equipment and property to be installed, and shall be for no less than 90% of the then replacement cost of the structure (but with no deduction for depreciation). City shall cooperate fully with District to obtain the largest possible recovery for any loss, and City shall promptly pay over to District any proceeds it receives from any fire and extended coverage insurance provided hereunder. The District shall provide the City with the listed value of the improved property, furnishings, equipment and vehicles that will be used in the activities contemplated

under this agreement. The City shall list this real and personal property with the City's insurance program.

B. The failure to procure or maintain required insurance and/or an adequately funded self insurance program shall constitute a material breach of this agreement. The costs to the City of adding the District as an additional insured under these coverages shall be included as part of the annual fee provided for in Section VI of this agreement. District has been provided with information regarding the coverages maintained by the City, including applicable exclusions from coverage. District understands that if it desires any additional coverage it may obtain it separately, at its own cost.

C. Prior to commencing work under this Agreement, City shall file a Certificate(s) of insurance with the District evidencing the coverages listed above, and upon request, a certified duplicate original of the policy(ies). Said Certificate(s) shall stipulate:

(1) The insurance company(ies) issuing such policy(ies) shall give written notice to the District of any cancellation, material alteration, or reduction in aggregate limits, if such limits apply, and provide at least twenty-one (21) days' prior notice of cancellation.

(2) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which City is liable for under this agreement, up to and including the total limit of liability. Neither City nor its insurer shall have any right of contribution from any other insurance effected or which may be effected by the District.

(3) The policy shall also stipulate: Inclusion of the District, as an additional insured shall not in any way affect District's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the City. Said policy shall protect City and District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest had been named as an insured.

#### VI. ANNUAL FEE FOR SERVICES

A. The District shall pay an annual fee to City for the services City provides the District pursuant to the terms of this agreement. City shall be paid monthly, in advance, from District

funds for the performance of those services. The annual fee shall be determined by the method in Schedule 1, attached hereto and made a part hereof. The District shall pay the City one-twelfth (1/12) of the estimated or adjusted actual annual fee monthly, in advance, on or before the first day of each month.

B. In addition to the annual fee, Conversion Costs as specified in Schedule 2, attached hereto and made a part hereof, shall be paid to the City in three equal installments on a monthly basis, in advance, on or before the first day of each month, during the first three months District contracts with the City.

C. The City shall invoice District at least thirty (30) days preceding a scheduled payment at the following address:

Kensington Fire Protection District  
c/o Board President  
215 Arlington Boulevard  
Kensington, CA 94707

The City shall send a duplicate invoice to home address of the current President of the District Board of Directors. The District shall be responsible for providing the City with a current list of its Board of Directors with their home addresses and telephone numbers.

Payments shall be sent to:

City of El Cerrito  
c/o El Cerrito Fire Department  
10900 San Pablo Avenue  
El Cerrito, CA 94530

D. If the effective date of this agreement is in the middle of any month, the pro rata share for that month and full payment for the following month shall be paid in advance. The pro rata share shall be calculated as follows:

Divide the annual fee by 365 days and multiply the result by the number of days remaining in the month as of the effective date of this agreement.

E. An interest charge consistent with the City's current billing practices shall be added to any payment that is received by City after thirty (30) days from the due date of any payment unless such payment delay is reasonably beyond the control of the District. The period for computing this interest charge shall commence the day following the payment due date and end one day prior to the date of receipt of payment by the CITY. The interest charge shall be computed as follows:

<u>No. of days late</u>	X	Current City	X	\$ amount of	=	Interest
365 days		interest rate		payment		Charge

F. In the event of future legislative or judicial action affecting funding for the parties, the parties may renegotiate service levels, annual fees and other funding provisions of this agreement. The annual fee in this agreement is based upon current District boundaries and service requirements. Should the District's fire protection service requirements or boundaries change, City or District may renegotiate the annual fee.

G. By May 1 prior to the commencement of each City fiscal year (July 1 - June 30), City shall submit a proposed estimate of the annual fee for rendering services within the District for the ensuing fiscal year based on the terms and conditions of this agreement. The District shall submit any objections it may have to the annual fee amount within thirty days of its receipt of the annual fee. Such objections shall be in writing and shall state in full and complete detail those elements of the annual fee to which the District objects and the reason for that objection. The City and the District shall in good faith attempt to negotiate a resolution of the dispute. In the event the parties cannot reach a mutually agreeable resolution of the annual fee by July 1, the parties shall utilize the dispute resolution mechanism provided for in Section VIII of this agreement. Unless the parties agree otherwise, the ninety day period provided for therein to resolve the dispute shall be waived and the matter shall be sent directly to arbitration. Until the arbitrator has issued an opinion, the District shall make monthly payments to the City in the amount deemed necessary by the City to provide fire services to the District based on compliance with accepted legal and administrative standards and City labor obligations or such lesser amount as agreed to by the parties. The City shall continue to provide the level of services consistent with that annual fee.

H. The CITY shall inform DISTRICT of any operating cost areas which significantly exceed, (by \$5,000 or more), or are less than, the estimated annual fee for the year at issue, such as labor cost adjustments, additional communications costs, unforeseen capital and equipment needs, etc. The annual fee amount shall be adjusted accordingly for these unanticipated yet necessary expenditures. This provision does not lessen the responsibilities of the City and District to plan jointly for agreed to future expenditures of an identifiable nature. Disputes regarding these costs may be submitted to arbitration pursuant to Section VIII of this agreement.

I. As soon as actual cost information is available, the City shall provide the District with a reconciliation statement of the actual annual cost for rendering services for the fiscal year just completed. The City shall credit the District for any adjustment necessitated by differences between the actual and

estimated annual fee from the first invoice due the City after the receipt of the reconciliation statement by the District. If an additional amount is due the City, the District shall pay this amount to the City in equal installments based on the number of months remaining in the present fiscal year at the time the District receives the reconciliation statement. The additional amount due and owing the City shall be divided by the number of months remaining in the present fiscal year. This amount shall be paid to the City monthly at the same time as the District pays the annual fee for present fiscal year.

J. As soon as practical, the District shall build up and maintain a capital reserves account to satisfy equipment replacement costs in consideration of the amount recommended by the El Cerrito Fire Chief. The District also shall establish to the extent practicable a reserve account to provide sufficient financial resources to pay for the fire protection services provided for herein for a period of six months.

K. The City shall make available to District during normal business hours at such location as the records are kept, the City's records concerning its fire budget, the cost of providing fire services and any other records reasonably necessary to determine the costs and revenues of the El Cerrito Fire Department and the specific costs of providing services to District under this agreement.

#### VII. FEES

All revenue generated from fees implemented by the City on behalf of the District under this agreement shall be District revenue. Fees of any nature collected by the District on behalf of the City or for any work City performs which is not specifically included as part of the scope of services provided for in this agreement, shall be passed through to the City by the District.

#### VIII. RESOLUTION OF DISPUTES

A. All claims, disputes and other matters in question between the City and the District relating to billing and payment or the rights and obligations of the parties under the terms of this agreement shall be submitted to mandatory and binding arbitration under the auspices of the American Arbitration Association. The City shall not have the right to suspend services and the District shall not have the right to suspend payment absent an arbitrator's decision supporting such a right. In the event of a dispute between the City and the District, the District shall continue to pay the annual fee then in effect and the City shall continue to provide the level of services then in effect until the matter has been resolved as provided for herein.

B. In the event of a dispute, the disputing party shall submit to the other a writing describing the dispute and a proposed resolution. If the City is the disputing party, a writing shall be submitted to the President of the District board of directors. If the District is the disputing party, a writing shall be submitted to the City Fire Chief. The disputing party shall submit the written reasons for the dispute and the proposed resolution within thirty days of the date the dispute arose.

C. The City and the District shall negotiate in good faith a resolution of the dispute. If within ninety days the parties are unable to resolve the dispute, the matter shall be submitted to arbitration. The parties shall share equally in the arbitration costs subject to the power of the arbitrator to award costs to the prevailing party. The parties shall cooperate in concluding the arbitration as expeditiously as possible. The arbitrator's resolution of the dispute shall be final.

D. The non-prevailing party shall forward all money owed, plus interest, to the prevailing party within fifteen working days. However, if such money is owed by the District under the reconciliation provisions of Section VI, Paragraph I, above, payment shall be made pursuant to that provision.

#### IX. ALARM SYSTEMS AND COMMUNICATIONS

All special alarm circuits, residential fire alarm systems, commercial fire alarms, and any other alarms shall continue to be received by the City of Richmond Police/Fire Communications Center. Unless both parties agree to change past practice, City and District shall continue to utilize the Joint Operations agreement with the City of Richmond and other fire agencies in the west Contra Costa County area to provide automatic mutual aid, emergency communications and dispatch, training, engine company coverage and common operating standards. The parties recognize and understand that changes may occur from time to time in the Joint Operations agreement among the west Contra Costa County partner agencies, including dissolution of the agreement and changes in the number and identity of member agencies.

#### X. INDEMNIFICATION (OTHER THAN FOR CONTAMINATION OR ENVIRONMENTAL DAMAGE)

CITY agrees to indemnify, defend and hold harmless DISTRICT, its agents, officers and employees from any and all claims, demands, liabilities and expense, including reasonable attorney's fees, arising from the negligent or wrongful acts of CITY in the performance of this Agreement. DISTRICT agrees to indemnify, defend and hold harmless CITY, its agents, officers and employees from any and all claims, demands, liabilities and expense, including reasonable attorney's fees, arising from the negligent or wrongful acts of DISTRICT in the performance of this

Agreement. Neither party shall be liable for the negligent or wrongful acts of the other in the performance of this Agreement. These indemnity obligations shall survive the termination of this agreement.

## XI. PERSONNEL

A. The City shall provide fire protection and related services under this Agreement with City staff personnel. The City shall ensure that one engine company operating out of Fire Station 65 is staffed with not less than three qualified firefighting personnel at all times when available for response under the terms of the current Automatic Mutual Response Chiefs' Agreement between the City of Richmond, the City of El Cerrito, the Kensington Fire Protection District and the Contra Costa County Fire Protection District (for the West County only).

B. The City shall retain staff adequate to perform the fire protection and related services provided for under the terms of this agreement. To provide for adequate supervision and adequate staffing, the City shall use its best efforts to staff the District with the following categories of fire personnel:

- One (1) Battalion Chief
- Three (3) Fire Captains
- Three (3) Fire Engineers
- Three (3) Firefighters

The District knows and understands, however, that it will not always be possible to provide for each shift a captain, engineer and firefighter. The District also knows and understands that vacations and other staffing concerns require that the City retain the discretion to assign staff to best fulfill its firefighting obligations. Therefore, the City shall retain the sole and complete discretion to determine how best to fulfill staffing requirements and the assignment of staff to the District in terms of rank, pay and the terms and conditions of employment. In providing adequate staffing and adequate supervision for District, City shall use the same criteria for assigning staff as City utilizes for the two City fire stations.

C. City personnel working out of District's Fire Station 65 shall meet the same standards of training and skills proficiency as required of all City firefighting personnel.

## XII. HAZARDOUS MATERIALS RELEASE RESPONSE PLAN AND INVENTORY

A. Prior to the effective date of this Agreement the County of Contra Costa was designated as the Administering Agency for the Hazardous Materials Release Response Plan and Inventory for the community of Kensington, subject to the California Health and

Safety Code Chapter 6.95, Sections 25500 - 25545, Article 2, Hazardous Materials Management. The Hazardous Materials Release Response Plan and Inventory, hereinafter referred to as "PROGRAM", requires the District to comply with PROGRAM, including the making of periodic reports to the Administering Agency.

B. The City shall be responsible during the term of this Agreement to act for and on behalf of District to submit all required reports to the Administering Agency under the PROGRAM for property owned by the District.

#### XIII. ADOPTION OF THE FIRE CODE, ORDINANCES AND PROCEDURES

The District shall adopt such ordinances, procedures and local amendments to the Uniform Fire Code as the District deems necessary and consistent with its obligations to provide fire protection within the District.

#### XIV. CONTAMINATION OR ENVIRONMENTAL DAMAGE

A. City shall not use District property for the storage of hazardous materials; nor shall City repair or fuel vehicles on District's real property.

B. City and District agree that in performing the services provided for in this agreement, City actions and conduct are unlikely to result in the contamination of, or environmental damage to, District's real property. Therefore, District agrees to release, defend, indemnify and hold harmless City, or any of its employees, officers, agents or assigns, from and against any and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs and expenses (including without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses and accountants) which might arise or be asserted against City by District, or by any other third party, as a result of a claimed violation of any and all present and future federal, state and local laws regulating hazardous or toxic materials (whether under common law, statute, rule, regulation or otherwise) including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. Sections 9601 through 9657, inclusive; Transportation of Hazardous Materials and Wastes (HMTA), 49 U.S.C. App. Sections 1801 through 1813, inclusive; the Federal Resource Conservation and Recovery Act (RCRA) 42 U.S.C. Sections 6901 through 6992, inclusive; 40 C.F.R. Parts 260 through 271, inclusive; the California Hazardous Substance Account Act (HSAA), California Health and Safety Code Sections 25300 through 25395, inclusive; the California Hazardous Waste Control Act (HWCA), California Health and Safety Code Sections 25100 through 25249, inclusive; the Porter-Cologne Water Quality Control Act, California Water Code Sections 13000 through 13999.16, inclusive; and the



Underground Storage Tank Act (USTA), California Health and Safety Code Sections 24280 through 24299.7, inclusive, all as the same may be amended from time to time, relating to the environment or to any hazardous substance, contamination, activity or material connected with the condition of the Station property at 217 Arlington, Kensington, California except where the contamination or environmental damage to District property was caused by the active negligence or willful misconduct of City, or any of its employees, officers, or agents.

C. In the event of any such claim, demand, or cause of action against City, its employees, officers or agents brought by any person or entity other than the District, the District shall defend and indemnify the City, its employees, officers and agents to the full extent provided for herein. Any claim by District for contribution, equitable indemnity, implied indemnity, or any other cause of action against the City, its officers, employees or agents regarding contamination or environmental damage may not be raised by counterclaim or cross-complaint. Such claim or cause of action may only be raised against City, its officers, employees or agents by separate action after the conclusion, by settlement or final judgment, of the third party action. Any such claim, demand or cause of action against City, its employees, officers, or agents shall be limited to that portion of the environmental damage resulting from the active negligence or willful misconduct of City, its employees, officers, or agents.

D. District further agrees that District shall RELEASE and DISCHARGE the City, its employees, officers, and agents from any and all claims District may have now and in the future for contamination or environmental damage to District property as a result of a claimed violation of any and all present and future federal, state and local laws regulating hazardous or toxic materials (whether under common law, statute, rule, regulation or otherwise) including, but not limited to those laws specified in the second paragraph of this Section, arising from the use of District property by the City in providing the fire services specified under the terms of this agreement except for such contamination or environmental damage which District can prove, by a preponderance of the evidence, was caused by the active negligence or willful misconduct of City, its employees, officers or agents. District acknowledges and understands that District property may be contaminated or environmentally damaged as of the date this agreement is executed. District further acknowledges and understands that some level of contamination or environmental damage may result from the normal operation and use of District property as a fire station. District agrees to assume the full and total cost and responsibility for such contamination or environmental damage and shall not seek contribution or make any claims against the City, its officers, agents or employees except for such contamination or environmental damage which District can prove, by a preponderance of the evidence, was caused by the active

negligence or willful misconduct of City, its employees, officers or agents.

E. This environmental indemnity and release shall survive the expiration or termination of this agreement as to activities taking place or occurring prior to such expiration or termination.

#### XV. TERMINATION

A. This agreement may be terminated by either party at that party's sole discretion by providing a written notice of the intent to terminate to the other party. This written notice of the intent to terminate must be delivered no later than January 1st and it shall become effective no earlier than eighteen months later at the close (June 30th) of the fiscal year. The parties, in writing, may agree to a shorter termination period. During this eighteen month termination period, or such shorter period as may be agreed to by the parties, the terms and conditions of this agreement shall remain in full force and effect and the City shall provide fire protection services to the District and the District shall pay for such services in the manner provided for herein.

B. The parties recognize that upon termination of this agreement, the City may be required to meet and confer with its labor unit over the termination of this agreement and the effects of said termination on City employees. The District shall cooperate with the City in providing information for the City in support of the meet and confer process.

C. The District knows and understands that the City has hired ten additional firefighters to provide the District with the fire protection services provided for in this agreement. The District also knows and understands that a termination of this Agreement by the District may require that the City lay off and displace some or all of these ten employees. In the event the District terminates this agreement, the District will use its best efforts to secure employment for the City employees who may face lay off as a result of the termination of this agreement by the District. If as a result of the termination, some or all of these employees are laid off or terminated by the City, and the City must pay these employees unemployment compensation benefits or other financial benefits or costs the City is obligated to pay by law, contract or past practice, the District shall reimburse the City in full for any such payments made by the City. The City shall bill the District monthly for the amounts paid by the City, and the District shall submit payment in full to the City within ten days of the receipt of the bill by the District.

D. In the event this agreement is terminated by the City, the District shall have no obligation to share in the costs of providing unemployment compensation or other financial benefits

to any City employees who are laid off or terminated as a result of the termination of this agreement by the City.

E. Upon termination of this agreement, City shall return District fire apparatus, related fire equipment, furniture, furnishings and fixtures, the Fire Station 65 and all District property to District's possession.

XVI. DISTRICT BOARD MEETINGS

The District shall notify the El Cerrito Fire Chief of the time and place of its Board meetings. The El Cerrito Fire Chief, or a management representative, shall attend all Board meetings when requested by the District.

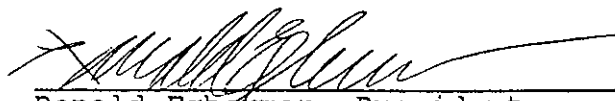
XVII. INTEGRATION AND MODIFICATION

This agreement supersedes all prior agreements, promises and understandings between the parties. This agreement may not be altered, modified, or otherwise changed in any respect except by a writing duly executed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

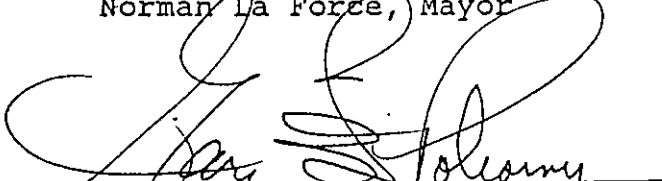
KENSINGTON FIRE PROTECTION DISTRICT

CITY OF EL CERRITO

  
\_\_\_\_\_  
Ronald Egberman, President  
Board of Directors

  
\_\_\_\_\_  
Norman La Force, Mayor

\_\_\_\_\_  
President Pro Tem  
Board of Directors

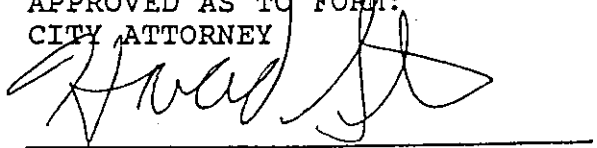
  
\_\_\_\_\_  
Gary F. Bokorny, City Manager

  
\_\_\_\_\_  
Linda Giddings, City Clerk

APPROVED AS TO FORM:  
DISTRICT COUNSEL

  
\_\_\_\_\_

APPROVED AS TO FORM:  
CITY ATTORNEY

  
\_\_\_\_\_

# Exhibit A

SCHEDULE 1

## BUDGET PREPARATION REPORT - EL GERITO FIRE DEPARTMENT PORTION FOR KENSINGTON FIRE PROTECTION DISTRICT

10 GENERAL FUND  
251 FIRE

### CONTRACT OPERATING BUDGET:

	1993-94 EXPENDED	1994-95 TOTAL BDGT	1994-95 EOY EST.	1995-96 REQUEST	1995-96 ECFD	1995-96 KFPD
<b>5100 ***SALARIES AND BENEFITS***</b>						
5110-000 SALARIES	1,502,955	1,489,501	1,649,819	1,986,304	1,453,528	532,776
5112-000 P.E.R.S.	303,939	408,371	437,143	553,521	487,328	66,193
5115-000 UNIFORM ALLOWANCE	12,100	12,100	17,500	17,500	15,125	2,375
5116-000 HOLIDAY	60,473	57,185	64,942	79,834	63,001	16,834
5117-000 FLSA	31,188	29,500	33,124	40,808	32,864	7,944
5119-000 HIGHER CLASSIFICATION	4,091	7,000	12,000	14,000	10,000	4,000
5122-000 SUPPRESSION OVERTIME	111,945	93,000	185,000	160,000	114,286	45,714
5123-000 NONSUPPRESSION OVERTIME	14,705	6,000	20,000	10,000	7,143	2,857
5157-000 FICA	13,293	12,033	14,454	19,318	13,952	5,367
5160-000 ICMA CONTRIBUTION	21,759	22,924	25,089	28,540	23,156	5,384
5170-000 MEDICAL INSURANCE	102,330	110,143	155,322	138,930	112,905	26,025
5171-000 DENTAL INSURANCE	12,460	9,508	9,768	14,244	11,549	2,695
5172-000 LIFE INSURANCE	1,070	5,005	5,543	6,674	5,448	1,225
5173-000 LTD INSURANCE	6,317	6,251	6,970	11,855	9,492	2,163
5181-000 OVERTIME MEALS	225	500	700	700	500	200
***SALARIES AND BENEFITS***	2,198,830	2,269,019	2,637,374	3,082,028	2,360,276	721,752
BUDGET CHANGE (\$):		70,189	368,355	813,009		
PERCENTAGE CHANGE:		3.19%	16.23%	35.83%		
<b>5200 ***SERVICES***</b>						
5206-000 MEDICAL EXAMS	139	2,920	5,400	4,960	3,580	1,380
5208-000 MINOR EQUIPMENT MAINTENANCE	5,894	12,325	14,085	18,030	12,700	5,330
5210-000 UTILITIES-PGE	12,923	9,360	19,547	23,000	15,000	8,000
5211-000 UTILITIES-TELEPHONE	10,489	11,100	11,550	13,210	11,760	1,450
5215-000 VEHICLE CONTRACT MAINTENANCE	18,953	19,950	28,000	25,000	18,140	6,860
5217-000 EMERGENCY PREPAREDNESS SVC	8,535	14,300	15,300	19,100	15,570	3,530
5218-000 WEED ABATEMENT SERVICES	12,060	5,000	7,000	5,500	5,000	500
5220-000 PROF SVCS						
5220-205 PROF SVCS-COMMUNICATIONS	15,771	24,900	25,092	30,845	20,565	10,280
5220-250 PROF SVCS-PLAN REVIEW	160	1,000	500	1,500	1,500	
5245-000 BUILDING MAINTENANCE SERVICES	10,999	10,200	10,700	12,800	11,700	1,100
***SERVICES***	95,923	111,055	137,174	153,945	115,515	38,430
BUDGET CHANGE (\$):		15,132	28,119	16,771		
PERCENTAGE CHANGE:		15.78%	23.52%	12.23%		
<b>5300 ***SUPPLIES***</b>						
5306-000 SAFETY EQUIPMENT	491	1,300	1,300	1,920	1,340	580
5310-000 OFFICE SUPPLIES	2,618	3,850	3,850	5,130	3,965	1,165
5311-000 CLOTHING AND UNIFORM	1,593	5,025	12,000	5,200	4,910	290
5325-000 FIRE STATION SUPPLIES	1,750	3,900	4,475	4,000	3,200	800
5349-000 HOSE SUPPLIES	391	4,200	5,200	5,400	4,200	1,200
5350-000 MEDICAL SUPPLIES	3,603	4,620	5,550	5,320	4,620	700
5370-000 GASOLINE/DIESEL/FUEL SUPPLIES	6,843	11,440	11,440	12,370	11,370	1,000
5371-000 VEHICLE PARTS	16,583	19,950	28,000	25,000	18,140	6,860
5390-000 MINOR EQUIPMENT	2,076	4,700	5,450	8,200	4,700	1,500
***SUPPLIES***	35,946	58,985	77,265	70,540	56,445	14,095
BUDGET CHANGE (\$):		23,039	18,280	-8,725		
PERCENTAGE CHANGE:		64.09%	30.99%	-8.70%		

BUDGET PREPARATION REPORT  
 CONTRACT OPERATING BUDGET:

	1993-94 EXPENDED	1994-95 REQUEST	1994-95 EOY EST.	1995-96 REQUEST	1995-96 ECFD	1995-96 KFPD
<b>5400 ***OTHER CHARGES***</b>						
5410-000 DUES/CONFERENCES/MEETINGS	8,241	9,600	10,400	11,200	9,600	1,600
5411-000 TRAINING	5,018	7,600	8,100	10,000	7,400	2,600
54111-300 HAZARDOUS MATERIALS TRAINING	0	3,000	3,000	4,000	2,860	1,140
***OTHER CHARGES***	13,259	20,200	21,500	25,200	19,860	5,340
BUDGET CHANGE (\$):		6,941	1,300	5,000		
PERCENTAGE CHANGE:		52.35%	6.44%	24.75%		
<b>5500 ***CAPITAL OUTLAY***</b>						
5511-000 BUILDINGS			12,500	90,000	78,000	12,000
5521-000 EQUIPMENT	24,318	3,500	13,850	30,160	21,640	8,520
5531-000 FURNITURE AND FIXTURES	343	3,500	13,850	2,200	2,200	0
5541-000 VEHICLES	350	261,000	261,000	0	0	0
***CAPITAL OUTLAY***	25,012	268,000	301,200	122,360	101,840	20,520
BUDGET CHANGE (\$):		242,988	33,200	-145,840		
PERCENTAGE CHANGE:		971.49%	12.39%	-54.34%		
FIRE OPERATIONS TOTAL:	2,368,970	2,727,259	3,174,513	3,454,073	2,653,936	800,137
PERCENTAGE DISTRIB:				100.00%	76.83%	23.17%
BUDGET CHANGE (\$):		358,289	447,254	726,814		
PERCENTAGE CHANGE:		15.12%	16.40%	26.65%		
<b>***ADMINISTRATIVE OVERHEAD***</b>						
TOTAL SALARIES AND BENEFITS				3,082,028	2,360,276	721,752
PERCENT DISTRIBUTION				100.00%	76.58%	23.42%
PERCENT ALLOCATED FOR ADMIN						11.10%
***ADMINISTRATIVE OVERHEAD***						80,114
<b>***CONTRACT OPERATING TOTAL***</b>						<b>880,251</b>

**CONVERSION COSTS**

Kensington Fire Protection District/City of El Cerrito Contract for Fire Protection Services

Conversion costs include those expenses to up-grade Kensington apparatus and equipment which are beyond routine maintenance and repair expenses for such items. For Reserve fire engine # 65 (R-65) and the Pick Up truck (P/U 65), base line evaluations of mechanical condition must be completed to ascertain upgrade and repair requirements. For Self Contained Breathing Apparatus (SCBA), conversion is necessary to apparatus compatible with El Cerrito's SCBA.

Item	Repair work/Capital Cost	Repair/ Capital Cost	Total Cost
Engine 65	Transmission repair	10,000.00	
	Cabinets	200.00	
	Cab Door	200.00	
	Four Rear Tires	800.00	11,200.00
Reserve 65	Base Line Mechanical Evaluation	2,500.00	
	Brake System Air Leak Repair	600.00	
	Miscellaneous Ball Valves Repair	400.00	3,500.00
SCBA (Self Contained Breathing Apparatus)	3 Units at \$ 1,750.00 each (Scott)	5,250.00	5,250.00
Pick-Up 65	Base Line Mechanical Evaluation	200.00	
	Four Tires	200.00	400.00
<b>TOTAL CONVERSION COSTS:</b>			<b>20,350.00</b>

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

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

**RECITALS**

The following recitals are a substantive part of this Amendment:

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

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

**TERMS AND CONDITIONS**

1. The Parties acknowledge that this Amendment is subject to approval or ratification by the DISTRICT'S Board of Governors ("Board") and the CITY'S City Council ("Council"). In the event that the Board and/or the Council reject this Amendment, neither of the Parties shall be deemed to have waived any rights with respect to the Agreement.
2. All terms and provisions of the Agreement are to remain in full force and effect with the sole exception of the terms and provisions listed herein.
3. Section I. A. shall be modified to read as follows:

I. **CONTRACT TERM**

- A. The term of the Agreement shall be extended for an additional ten (10) years, commencing on July 1, 2005. The Agreement may be extended at any time by mutual agreement as provided in Section XVII. Unless the contract is terminated at an earlier date pursuant to Section XV, the parties will initiate negotiations to extend the contract on or before January 1, 2013.
- B. Section II.A. is modified to read as follows:

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

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

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

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



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

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

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

ACCEPTED AND AGREED on the date indicated above:

**KENSINGTON FIRE PROTECTION DISTRICT**

By:

Leslie W Michael

Print Name:

LESLIE W MICHAEL

Print Title:

PRESIDENT

**CITY OF EL CERRITO**

Sandi M. Potter

Sandi M. Potter, Mayor

Scott Hanin

Scott Hanin, City Manager

ATTEST:

Candice Jean Wilson  
City Clerk

APPROVED AS TO FORM:  
CITY ATTORNEY

[Signature]

**CITY OF EL CERRITO / KENSINGTON FIRE PROTECTION DISTRICT**

Proposed Contract Fee for FY 2004 - 2005

## LINE ITEM DETAIL BUDGET EXPENDITURES

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

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

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

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

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

**KENSINGTON FIRE PROTECTION DISTRICT BUDGET**

**Prior Year Reconciliation**

**LINE ITEM DETAIL BUDGET EXPENDITURES**

	<b>FY 2015-16 Budgeted</b>	<b>FY 2015-16 Actual</b>	<b>Difference</b>	<b>Percentage</b>	<b>Reconciliation</b>
<b>5100 SALARIES &amp; BENEFITS</b>					
51110 Salaries	\$4,549,324.00	\$4,184,125.92	\$365,198.08	27.75%	\$101,342.47
51120 Temporary/Part-time Salaries	\$1,500.00	\$876.00	\$624.00	27.75%	\$173.16
51130 Temporary/Part-time Salaries			\$0.00	27.75%	
51140 Overtime Pay	\$594,709.00	\$1,046,381.91	(\$451,672.91)	27.75%	(\$125,339.23)
51145 FLSA Overtime pay	\$98,898.00	\$88,550.66	\$10,347.34	27.75%	\$2,871.39
51146 Non Suppression Overtime pay	\$78,375.00	\$77,359.09	\$1,015.91	27.75%	\$281.92
51150 Special Pay	\$0.00	\$0.00	\$0.00	27.75%	\$0.00
51210 PERS Contributions	\$1,456,156.00	\$1,541,526.28	(\$85,370.28)	27.75%	(\$23,690.25)
51200 PARS Contributions	\$0.00	\$11.39	(\$11.39)	27.75%	(\$3.16)
51220 FICA/MEDICARE	\$73,480.00	\$71,768.03	\$1,711.97	27.75%	\$475.07
51230 Insurance and Benefits	\$750,125.00	\$646,902.75	\$103,222.25	27.75%	\$28,644.17
51235 Life & LTD Insurance	\$47,336.00	\$37,619.93	\$9,716.07	27.75%	\$2,696.21
51237 Allowances & Other Benefits	\$160,025.00	\$135,245.64	\$24,779.36	27.75%	\$6,876.27
51240 Workers Compensation	\$102,638.00	\$101,479.82	\$1,158.18	27.75%	\$321.39
51242 Workers Compensation Pay (In Lieu of €	\$0.00	\$6,418.87	(\$6,418.87)	27.75%	(\$1,781.24)
51990 Salary Savings	(\$484,468.00)	\$0.00	(\$484,468.00)	27.75%	(\$134,439.87)
<b>TOTAL</b>	<b>\$7,428,098.00</b>	<b>\$7,938,266.29</b>	<b>(\$510,168.29)</b>		<b>(\$141,571.70)</b>
<b>5200 PROFESSIONAL SERVICES</b>					
52190 Misc Professional Services	\$6,500.00	\$24,386.18	(\$17,886.18)	33.33%	(\$5,961.46)
52220 Medical Services	\$15,000.00	\$9,238.50	\$5,761.50	33.33%	\$1,920.31
52230 Other Technical Services	\$0.00	\$3,213.60	(\$3,213.60)	33.33%	(\$1,071.09)
<b>TOTAL</b>	<b>\$21,500.00</b>	<b>\$36,838.28</b>	<b>(\$15,338.28)</b>		<b>(\$5,112.25)</b>
<b>5300 PROPERTY SERVICES</b>					
53110 Utilities	\$12,651.00	\$7,447.90	\$5,203.10	0.00%	\$0.00
53230 Building Maintenance Services	\$15,000.00	\$10,275.31	\$4,724.69	33.33%	\$1,574.74
53240 Landscape/Park Maint Svcs	\$20,000.00	\$42,782.19	(\$22,782.19)	0.00%	\$0.00
53250 Vehicle/Equip Maint Svcs	\$80,000.00	\$89,999.55	(\$9,999.55)	25.00%	(\$2,499.89)
53290 Misc R&M Svcs	\$60,000.00	\$74,461.57	(\$14,461.57)	33.33%	(\$4,820.04)
53320 Vehicle & Equip Lease	\$55,000.00	\$55,000.00	\$0.00	0.00%	\$0.00
53330 Vehicle Replcmt Rental Charge	\$153,532.00	\$223,009.85	(\$69,477.85)	18.83%	(\$13,082.68)
53910 Solid Waste Services	\$6,000.00	\$5,803.84	\$196.16	33.33%	\$65.38
<b>TOTAL</b>	<b>\$402,183.00</b>	<b>\$508,780.21</b>	<b>(\$106,597.21)</b>		<b>(\$18,762.49)</b>
<b>5400 OTHER SERVICES</b>					
54210 Telephone Expenses	\$15,000.00	\$16,863.50	(\$1,863.50)	20.00%	(\$372.70)
54220 Mobile/Wireless Expenses	\$12,000.00	\$16,655.57	(\$4,655.57)	20.00%	(\$931.11)
54310 Legal Notices & Advertisements	\$1,000.00	\$0.00	\$1,000.00	25.00%	\$250.00
54410 Printing and Binding	\$1,000.00	\$69.10	\$930.90	25.00%	\$232.73
54610 Travel & Training	\$25,000.00	\$32,559.92	(\$7,559.92)	25.00%	(\$1,889.98)
54910 Dues & Subscriptions	\$12,000.00	\$13,468.33	(\$1,468.33)	25.00%	(\$367.08)
54990 Other Administrative Services	\$15,000.00	\$18,974.31	(\$3,974.31)	25.00%	(\$993.58)
<b>TOTAL</b>	<b>\$81,000.00</b>	<b>\$98,590.73</b>	<b>(\$17,590.73)</b>		<b>(\$4,071.73)</b>
<b>5500 SUPPLIES</b>					
55110 General Office Supplies	\$6,000.00	\$3,975.24	\$2,024.76	25.00%	\$506.19
55120 Postage & Delivery	\$1,300.00	\$1,091.58	\$208.42	25.00%	\$52.11
55130 Photocopying Charges	\$3,000.00	\$1,323.62	\$1,676.38	25.00%	\$419.10
55210 Fuel	\$40,000.00	\$25,516.92	\$14,483.08	27.00%	\$3,910.43
55230 Medical Supplies	\$20,000.00	\$24,260.40	(\$4,260.40)	30.00%	(\$1,278.12)
55240 Clothing & Uniform Supplies	\$20,000.00	\$21,514.75	(\$1,514.75)	33.33%	(\$504.87)
55250 Vehicle & Equipmt Supplies	\$0.00	\$0.00	\$0.00	25.00%	\$0.00
55290 Other Operating Supplies	\$7,000.00	\$7,367.64	(\$367.64)	25.00%	(\$91.91)
55520 Building Supplies	\$10,000.00	\$4,878.85	\$5,121.15	25.00%	\$1,280.29
<b>TOTAL</b>	<b>\$107,300.00</b>	<b>\$89,929.00</b>	<b>\$17,371.00</b>		<b>\$4,293.21</b>
<b>5600 CAPITAL OUTLAY</b>					
56310 Improvements, Not Buildings	\$10,000.00	\$11,300.74	(\$1,300.74)	0.00%	\$0.00
56710 Other Equipment < \$10K	\$15,000.00	\$17,398.30	(\$2,398.30)	0.00%	\$0.00
56720 Other Equipment > \$10K	\$0.00	\$1,212.46	(\$1,212.46)	0.00%	\$0.00
<b>TOTAL</b>	<b>\$25,000.00</b>	<b>\$29,911.50</b>	<b>(\$4,911.50)</b>		<b>\$0.00</b>
<b>5800 OTHER CHARGES</b>					
58220 Licenses & Permits	\$1,000.00	\$558.00	\$442.00	25.00%	\$110.50
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$558.00</b>	<b>\$442.00</b>		<b>\$110.50</b>
<b>TOTAL EXPENDITURES</b>	<b>\$8,066,081.00</b>	<b>\$8,702,874.01</b>	<b>(\$636,793.01)</b>		<b>(\$165,114.45)</b>

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

**THIS SECOND AMENDMENT TO AGREEMENT FOR SERVICES BY AND BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT AND THE CITY OF EL CERRITO** (“Second Amendment”) is hereby entered into this \_\_\_ day of September, 2009 by and between the City of El Cerrito, a municipal corporation (“CITY”), and Kensington Fire Protection District, a public agency (“DISTRICT”).

**RECITALS**

A. CITY and DISTRICT are parties to an Agreement for Services, dated August 7, 1995, as amended by the First Amendment to said agreement, dated March 1, 2005 (“the Agreement”).

B. The parties desire to amend the Agreement pursuant to the terms and conditions set forth below.

NOW, THEREFORE, CITY and DISTRICT hereby agree as follows:

Section 1. *Amendment to Subsection I.A of the Agreement, 5 Year Extension of Term.* Subsection I.A. of the Agreement is amended to read as follows:

“A. The term of this agreement shall be until midnight June 30, 2020. The Agreement may be extended at any time by mutual agreement as provided in Section XVII. Unless the Agreement is terminated at an earlier date pursuant to Section XV, the parties will initiate negotiations to extend the contract on or before January 1, 2018.”

Section 2. *Amendment to Subsection VI.J of the Agreement, Increase in Size of Reserve Account.* Subsection VI.J is amended to read as follows:

“J. As soon as practical, the District shall build up and maintain a capital reserves account to satisfy equipment replacement costs in consideration of the amount recommended by the El Cerrito Fire Chief. The District shall also establish to the extent practicable a reserve account to provide sufficient financial resources to pay for the fire protection services provided for herein for a period of twelve months.”

Section 3. *Renumbering of Section XVII.* Section XVII is hereby renumbered XVIII.

Section 4. *Addition of New Section XVII, Provision of Services to City by District.* Subsection XVII is hereby added to read as follows:

**“XVII. SERVICES TO BE PROVIDED TO CITY BY DISTRICT PURSUANT TO THIS AGREEMENT**

A. At the request of CITY, DISTRICT shall, no sooner than November 1, 2009, assign its District Administrator, Brenda Navellier, to serve as the Fire Department Administrative Assistant to the El Cerrito Fire Chief on a part-time basis, which position requires performing the functions described in the attached Fire Department Administrative Assistant Job Description. The parties agree that in the event of such a request by the City the assigned employee shall work half-time for the District and half-time for the City. In no event shall the work performed for City by the assigned employee exceed more than nine hundred ninety nine (999) hours per year. Such services will be provided at the Main Fire Station No. 71 at 10900 San Pablo Avenue in El Cerrito, California. Either party may elect to terminate the DISTRICT's provision of the services contemplated by this Section at any time upon reasonable notice.

B. CITY agrees to pay DISTRICT the full costs of compensation for the assigned employee. Since the parties intend to equally share the assigned employee's forty-hour per week work schedule, the parties acknowledge and agree that the compensation to DISTRICT by CITY will be based on one-half of the total compensation paid by DISTRICT to the assigned employee. Accordingly, one-twenty fourth (1/24) of the annual compensation costs shall be offset, in advance, from the amount of the monthly annual fee paid by DISTRICT pursuant to Subsection VI.A. Based on a forty-hour work week, the amount of the assigned employee's estimated annual compensation for the 2009-2010 fiscal year is \$87,600; based on the foregoing, the offset against the annual fee for each remaining full month of the 2009-2010 fiscal year will be \$3,650. At the same time and in the same manner as CITY is required to provide a proposed estimate of the annual fee pursuant to Subsection VI.G, DISTRICT shall provide a proposed estimate of the assigned employee's annual compensation to CITY. In accordance with the procedures in Subsection VI.G, CITY shall have the right to object to the proposed estimate, and the parties shall resolve disputes over the proposed annual compensation in the same manner as specified for the proposed annual fee in Subsection VI.G. At the conclusion of the fiscal year and once actual cost information is known, DISTRICT shall prepare a reconciliation statement reflecting the actual annual compensation of the assigned employee for the fiscal year just completed. Any adjustments shall be treated as a credit in the same manner that adjustments to the annual fee are treated pursuant to Subsection VI.I.

C. In the event that the services provided by DISTRICT pursuant to this section commence or are terminated on a date other than the beginning of a particular month, CITY's share of the annual compensation for that particular month shall be determined by dividing one-half of the estimated annual compensation by two; dividing the result by 365; and multiplying the result by the number of days in the month during which services were provided.



**Resolution on 2009-66**  
**Exhibit A**

D. It is understood that the relationship of DISTRICT to CITY is that of an independent contractor and all persons working for or under the direction of DISTRICT are its agents or employees and not agents or employees of CITY. CITY and DISTRICT shall, at all times, treat all persons working for or under the direction of DISTRICT as agents and employees of DISTRICT, and not as agents or employees of the CITY. Notwithstanding the foregoing, given the nature of the position to which the assigned employee will be assigned, the El Cerrito Fire Chief shall supervise and direct the day-to-day work performed by the assigned employee, and CITY, through its Fire Chief, and DISTRICT shall mutually agree upon a schedule for the assigned employee's hours and days for the performance of services to CITY and determine the location that those services will be provided. The DISTRICT's Board of Directors will consult with CITY on an as-needed basis to assure that the services are being provided in a professional manner and meet the objectives of CITY. In the event that CITY is dissatisfied with the services of DISTRICT or the assigned employee, CITY's sole recourse shall be the termination of services pursuant to Subsection A of this Section. CITY shall not have any right to discharge any employee of DISTRICT from employment.

E. DISTRICT shall, at its sole expense, provide for its employees providing services to CITY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide CITY with proof of payment of taxes on demand. Notwithstanding the foregoing, as DISTRICT does not contract with the California Public Employees' Retirement System for the provision of retirement benefits, and CITY does, CITY shall be responsible for any contributions to the California Public Employee Retirement System and associated liability that may arise as a result of the assigned employee's provision of services to CITY. Notwithstanding the half-time assignment to City noted in Subsection A of this Section, CITY acknowledges that the assigned employee has a right to vacation leave, sick leave, floating holidays, and holidays under the terms of her employment with DISTRICT and that employee's use of leave or time off is solely within the control of the DISTRICT, provided that reasonable notice of such leave or time off shall be provided to CITY by DISTRICT.

F. CITY shall not require the assigned employee to work more than twenty (20) hours per week. If assigned employee works more than 40 hours per week (including both her work for CITY and DISTRICT), she will be eligible for overtime compensation. DISTRICT shall be solely responsible for any payment of overtime compensation earned by employee. Any overtime compensation received by employee from DISTRICT shall not be included in the calculation of the assigned employee's annual compensation pursuant to Subsection B of this Section.

**Resolution on 2009-66**  
**Exhibit A**

G. Because of the nature of the position to which the assigned employee will be assigned, CITY shall indemnify, defend and hold harmless DISTRICT and its officers, directors, employees and agents from any and all claims and lawsuits arising out of the assigned employee's performance of services pursuant to this Section. Whenever CITY owes a duty hereunder to indemnify DISTRICT, its employees or agents, CITY further agrees to pay DISTRICT a reasonable fee for all time spent by any DISTRICT employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services he has provided under this Agreement.

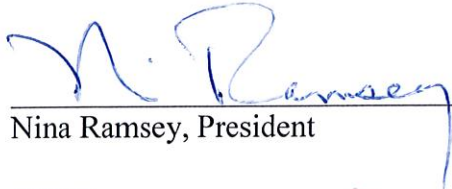
Further, CITY will defend and indemnify DISTRICT, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to CITY, a DISTRICT employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems.

H. CITY acknowledges that DISTRICT is party to a certain "Joint Exercise of Powers Agreement for Providing Public Liability and Other Insurance" and that the coverage provided by risk pool created by that agreement is adequate. To the extent that DISTRICT remains a member of the risk pool in good standing, this Agreement contains no additional requirements regarding insurance coverage. In the event that DISTRICT's coverage by, or relationship with, the JPA is terminated or is contemplated to be terminated, DISTRICT shall immediately notify CITY.

Section 5. All other provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

KENSINGTON FIRE PROTECTION  
DISTRICT



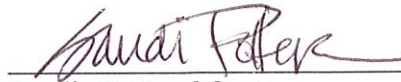
Nina Ramsey, President

Attest:



Leslie Michael, Secretary

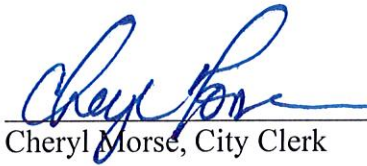
CITY OF EL CERRITO



Sandia Potter, Mayor



Scott Hanin, City Manager



Cheryl Morse, City Clerk

Approved as to form:  
CITY ATTORNEY



Sky Woodruff

CITY OF EL CERRITO

**FIRE DEPARTMENT ADMINISTRATIVE ASSISTANT**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

**DEFINITION**

To perform a variety of responsible and complex clerical, secretarial and administrative duties for the Fire Chief, Battalion Chiefs and personnel of the Fire Department.

**DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level class in the secretarial/clerical series and is distinguished from other secretarial and clerical classes by the more complex, responsible and sensitive duties assumed related to functioning as the administrative secretary for all of the Fire Department staff and the personal secretary to the Fire Chief. This class can be further distinguished by the amount of independence and discretion in judgment with which the incumbent is expected to operate.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Fire Chief and from Fire Department Battalion Chiefs and Captains pursuant to specific staff assignments.

May exercise indirect supervision over other clerical positions, volunteer clerical personnel, and over firefighters and fire engineers during certain times when they perform staff assignments using department records, files and departmental administrative resources.

**ESSENTIAL FUNCTION STATEMENTS**

*Essential responsibilities and duties may include, but are not limited to, the following:*

**Essential Functions:**

Perform a wide variety of complex, responsible and confidential duties for the Fire Chief.

Screen telephone calls, visitors and mail.

Interpret City policies, rules, regulations and procedures for fire prevention, fire hazard abatement, public education, training and departmental records and reports in response to inquiries and refer as appropriate.

Preparing and processing Fire Department administered permits, forms, and files.

Independently respond to letters and general correspondence of a routine nature.

Transcribe oral dictation from notes and recordings in production of written records.

Make travel arrangements, maintain appointment schedules and calendars, and arrange meetings and conferences.

**Essential Functions: (continued)**

Type a variety of materials including general correspondence and memoranda.

Participate and assist in the administration of the Fire Department; prepare comprehensive reports, compile annual budget requests, and recommend expenditure requests for designated accounts; manage payroll records for Fire Department personnel, prepare and submit payroll reports to the City Finance Division for bi-weekly disbursement.

Purchasing equipment and supplies and maintaining inventories.

Research, compile, and analyze data for special projects and various reports.

Initiate and maintain a variety of files and records.

May serve as Secretary to a board or commission for which the Fire Department has primary staffing responsibility, preparing the agenda, assembling background materials, taking and transcribing minutes of the meeting, and performing related support services.

Recommend organizational or procedural changes affecting clerical activities.

Assist the Police Department in answering telephones and typing confidential memorandums during absences of the Police Secretary.

Assist with activities related to labor relations and contract negotiation.

**QUALIFICATIONS**

**Knowledge of:**

English usage, spelling, grammar, and punctuation.

Modern office practices, procedures, methods and equipment.

Business letter writing.

General City government organization, functions and procedures.

Organization, functions, and procedures of the Fire Department, including basic knowledge of fire prevention, fire hazard abatement and public fire education.

**Ability to:**

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.

Communicate clearly and concisely both orally and in writing.

Compose general correspondence and letters.

Work cooperatively with other departments, City officials and outside agencies.

Interpret and apply administrative and Fire Departmental policies, laws and regulations.

**Ability to: (continued)**

Operate and use modern office equipment including the Fire Department's computer network and word processing (including Microsoft Excel).

Work independently in the absence of supervision to provide administrative continuity within the Fire Department's three platoon system.

Analyze situations carefully and adopt effective courses of action.

Plan, organize and schedule priorities in the Fire Department office.

Compile and maintain complex and extensive records and prepare routine reports.

Maintain confidential data and information, including Fire Department personnel records.

Understand and carry out oral and written directions.

Establish and maintain effective working relationships with those contacted in the course of work.

Type at a speed necessary for adequate performance of assigned duties.

Maintain physical and mental capacities appropriate to the performance of assigned duties and responsibilities.

**Experience and Training Guidelines**

*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Experience:**

Two years of increasingly responsible secretarial and clerical experience.

**Training:**

Equivalent to the twelfth grade, including or supplemented by specialized clerical courses.

**Licenses/Certificates/ Other requirements:**

Not applicable.

**PHYSICAL DEMANDS**

Sitting:	Frequently to Constantly	Lifting:	
Standing:	Occasionally	up to 10 lbs:	Occasionally
Walking:	Occasionally	11 to 25 lbs:	Occasionally
Bending:	Occasionally	26 to 50 lbs:	Never
Crouching:	Never	51 to 75 lbs:	Never
Stooping:	Never	76 to 100 lbs:	Never
Kneeling:	Never	100 + lbs:	Never

**PHYSICAL DEMANDS (continued)**

Crawling:	Never	Carrying	
Climbing:	Never	up to 10 lbs:	Occasionally
Balancing:	Never	11 to 25 lbs:	Occasionally
Running:	Never	26 to 50 lbs:	Never
Twisting:	Occasionally	51 to 75 lbs:	Never
Turning:	Occasionally	76 to 100 lbs:	Never
Jumping:	Never	100 + lbs:	Never

Pushing/Pulling:  
up to 10 lbs: Occasionally  
11 to 25 lbs: Never  
26 to 50 lbs: Never  
51 to 75 lbs: Never  
76 to 100 lbs: Never  
100 + lbs: Never

Grasping – firm: Occasionally  
Finger dexterity: Frequently to Constantly  
Reaching forward: Occasionally  
Pinch grasp: Occasionally  
Grasp – light: Occasionally to Frequently

Coordination - Eye-hand: Frequently  
Eye-hand-foot: Occasionally  
Driving: Never

Talking - Face-to-face: Occasionally  
Verbal contact: Occasionally  
Public: Occasionally

Vision - Acuity far: Required  
Acuity, near: Required  
Depth perception: Not Required  
Field of vision: Not Required  
Accommodation: Not Required  
Color vision: Not Required

Hearing - Conversation: Occasionally  
Telephone: Occasionally to Frequently  
Earplugs: Never

**MENTAL REQUIREMENTS**

Abstract variables, Interpret instructions, Problems-standard, Detailed-uninvolved instructions, One or two-step instructions, Reading-simple, Reading-complex, Writing-simple, Writing-complex, Math skills-simple, Math skills-complex, Clerical, Synthesizing, Coordinating, Analyzing, Computing, Copying, Comparing, Supervising, Serving, Taking instructions-helping, Setting up, Operating-controlling, Comprehend/follow instructions, Perform simple repetitive tasks, maintain work pace, Relate to other people, Influence other people, Perform varied complex tasks, Generalizations/evaluations, Responsibility for direction.

**WORK ENVIRONMENT**

Indoors, Using computer/computer monitor screen, Works around others, works alone, works with others.

Rev. 12/2002



December 7, 2018

To: KFPD Board of Directors

Fr: Brenda Navellier  
KFPD Manager

Re: Third Amendment to Agreement for Services By and Between the Kensington  
Fire Protection District and the City of El Cerrito

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Attached is the Third Amendment to the El Cerrito Contract as proposed by the Contract Committee of Directors Kosel and Nagel.

The entire contract in its current form can be found on our website at:

<https://www.kensingtonfire.org/contract-services-agreement-between-the-kfpd-and-the-city-of-el-cerrito>

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

**THIS THIRD AMENDMENT TO AGREEMENT FOR SERVICES BY AND BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT AND THE CITY OF EL CERRITO** (“Third Amendment”) is hereby entered into this \_\_\_ day of December, 2018 by and between the City of El Cerrito, a municipal corporation (“CITY”), and Kensington Fire Protection District, a public agency (“DISTRICT”).

**RECITALS**

A. CITY and DISTRICT are parties to an Agreement for Services, dated August 7, 1995, as amended by the First Amendment to said agreement, dated March 1, 2005, and the Second Amendment to said agreement, dated September 2009 (“the Agreement”).

B. The parties desire to amend the Agreement pursuant to the terms and conditions set forth below.

NOW, THEREFORE, CITY and DISTRICT hereby agree as follows:

Section 1. *Amendment to Subsection I.A of the Agreement, Extension of Term and Option for Extension.* Subsection I.A. of the Agreement shall be replaced entirely by the following (additions are underlined and deletions are ~~struck through~~):

“A. The term of this agreement shall be until midnight June 30, ~~2020~~ 2030. The Agreement may be extended at any time by mutual agreement as provided in Section XVII. Unless the Agreement is terminated at an earlier date pursuant to Section XV, the parties will initiate negotiations to extend the contract on or before January 1, ~~2018-2028~~.”

B. The DISTRICT may extend the term of this contract for an additional five (5) years beyond the term stated in Subsection I.A, as amended, by giving written notice to the CITY on or before December 31, 2027.”

Section 2. *Amendment to Section XVII, Provision of Administrative Services to City by District.* Subsection XVII, as added by Section 4 of the Second Amendment, shall be replaced entirely by the following (additions are underlined and deletions are ~~struck through~~):

“XVII. ADMINISTRATIVE SERVICES TO BE PROVIDED TO CITY BY DISTRICT PURSUANT TO THIS AGREEMENT”

A. At the request of CITY, DISTRICT ~~shall, no sooner than November 1, 2009,~~ has assigned its District Administrator, Brenda Navellier, to serve as the Fire Department Administrative Assistant to the El Cerrito Fire Chief

on a part-time basis, which position requires performing the functions described in the ~~attached~~ Fire Department Administrative Assistant Job Description attached to the Second Amendment. The parties agree that the assigned employee shall work half-time for the District and half-time for the City. In no event shall the work performed for City by the assigned employee exceed more than nine hundred ninety nine (999) hours per year. Such services will be provided at the Main Fire Station No. 71 at 10900 San Pablo Avenue in El Cerrito, California. Either party may elect to terminate the DISTRICT's provision of the services contemplated by this Section at any time upon ~~reasonable notice~~ given pursuant to Subsection XVII.I.

B. CITY agrees to pay DISTRICT the full costs of compensation for the assigned employee. Since the parties intend to equally share the assigned employee's forty-hour per week work schedule, the parties acknowledge and agree that the compensation to DISTRICT by CITY will be based on one-half of the total compensation paid by DISTRICT to the assigned employee. Accordingly, one-twenty fourth (1/24) of the annual compensation costs shall be offset, in advance, from the amount of the monthly annual fee paid by DISTRICT pursuant to Subsection VI.A. ~~Based on a forty-hour work week, the amount of the assigned employee's estimated annual compensation for the 2009-2010 fiscal year is \$87,000; based on the foregoing, the offset against the annual fee for each remaining full month of the 2009-2010 fiscal year will be \$3,650.~~ At the same time and in the same manner as CITY is required to provide a proposed estimate of the annual fee pursuant to Subsection VI.G, DISTRICT shall provide a proposed estimate of the assigned employee's annual compensation to CITY based on a forty-hour work week. In accordance with the procedures in Subsection VI.G, CITY shall have the right to object to the proposed estimate, and the parties shall resolve disputes over the proposed annual compensation in the same manner as specified for the proposed annual fee in Subsection VI.G. At the conclusion of the fiscal year and once actual cost information is known, DISTRICT shall prepare a reconciliation statement reflecting the actual annual compensation of the assigned employee for the fiscal year just completed. Any adjustments shall be treated as a credit in the same manner that adjustments to the annual fee are treated pursuant to Subsection VI.I.

C. In the event that the services provided by DISTRICT pursuant to this section commence or are terminated on a date other than the beginning of a particular month, CITY's share of the annual compensation for that particular month shall be determined by dividing one-half of the estimated annual compensation by two; dividing the result by 365; and multiplying the result by the number of days in the month during which services were provided.

D. It is understood that the relationship of DISTRICT to CITY is that of an independent contractor and all persons working for or under the direction of DISTRICT are its agents or employees and not agents or employees of CITY. CITY and DISTRICT shall, at all times, treat all persons working for or under the

direction of DISTRICT as agents and employees of DISTRICT, and not as agents or employees of the CITY. Notwithstanding the foregoing, given the nature of the position to which the assigned employee will be assigned, the El Cerrito Fire Chief shall supervise and direct the day-to-day work performed by the assigned employee, and CITY, through its Fire Chief, and DISTRICT shall mutually agree upon a schedule for the assigned employee's hours and days for the performance of services to CITY and determine the location that those services will be provided. The DISTRICT's Board of Directors will consult with CITY on an as-needed basis to assure that the services are being provided in a professional manner and meet the objectives of CITY. In the event that CITY is dissatisfied with the services of DISTRICT or the assigned employee, CITY's sole recourse shall be the termination of services pursuant to Subsection A-I of this Section. CITY shall not have any right to discharge any employee of DISTRICT from employment.

E. DISTRICT shall, at its sole expense, provide for its employees providing services to CITY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide CITY with proof of payment of taxes on demand. Notwithstanding the foregoing, as DISTRICT does not contract with the California Public Employees' Retirement System for the provision of retirement benefits, and CITY does, CITY shall be responsible for any contributions to the California Public Employee Retirement System and associated liability that may arise as a result of the assigned employee's provision of services to CITY. Notwithstanding the half-time assignment to City noted in Subsection A of this Section, CITY acknowledges that the assigned employee has a right to vacation leave, sick leave, floating holidays, and holidays under the terms of her employment with DISTRICT and that employee's use of leave or time off is solely within the control of the DISTRICT, provided that reasonable notice of such leave or time off shall be provided to CITY by DISTRICT.

F. CITY shall not require the assigned employee to work more than twenty (20) hours per week. If assigned employee works more than 40 hours per week (including both her work for CITY and DISTRICT), she will be eligible for overtime compensation. DISTRICT shall be solely responsible for any payment of overtime compensation earned by employee. Any overtime compensation received by employee from DISTRICT shall not be included in the calculation of the assigned employee's annual compensation pursuant to Subsection B of this Section.

G. Because of the nature of the position to which the assigned employee will be assigned, CITY shall indemnify, defend and hold harmless DISTRICT and its officers, directors, employees and agents from any and all

claims and lawsuits arising out of the assigned employee's performance of services pursuant to this Section. Whenever CITY owes a duty hereunder to indemnify DISTRICT, its employees or agents, CITY further agrees to pay DISTRICT a reasonable fee for all time spent by any DISTRICT employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services he has provided under this Agreement.

Further, CITY will defend and indemnify DISTRICT, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to CITY, a DISTRICT employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems.

H. CITY acknowledges that DISTRICT is party to a certain "Joint Exercise of Powers Agreement for Providing Public Liability and Other Insurance" and that the coverage provided by risk pool created by that agreement is adequate. To the extent that DISTRICT remains a member of the risk pool in good standing, this Agreement contains no additional requirements regarding insurance coverage. In the event that DISTRICT's coverage by, or relationship with, the JPA is terminated or is contemplated to be terminated, DISTRICT shall immediately notify CITY.

I. Either party may elect to terminate the DISTRICT's provision of the administrative services contemplated by this section upon delivery of a written Notice of Termination of Administrative Services Provided By District. Written notice must be delivered at least sixty (60) days prior to the effective date of termination."

Section 3. All other provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

KENSINGTON FIRE PROTECTION  
DISTRICT

CITY OF EL CERRITO

\_\_\_\_\_  
Janice Kosel, \_\_\_\_\_, President

\_\_\_\_\_  
Gabriel Quinto, Mayor

\_\_\_\_\_  
Laurence Nagel, \_\_\_\_\_, Secretary

\_\_\_\_\_  
Scott Hanin, City Manager

\_\_\_\_\_  
Sherry Kelly, City Clerk

Approved as to form:  
CITY ATTORNEY

\_\_\_\_\_  
Sky Woodruff

.2  
3072104.2

# **NEW BUSINESS**

**CITY OF EL CERRITO /KENSINGTON FIRE PROTECTION DISTRICT**

Proposed Contract Fee for FY 2019-20

LINE ITEM DETAIL BUDGET EXPENDITURES  
101 GENERAL FUND

	Proposed Budget FY19-20		
<b>5100 SALARIES &amp; BENEFITS</b>			
51110 Salaries	\$5,249,744.00	27.75%	\$1,456,803.96
51130 Temporary/Part-time Salaries	\$1,560.00	27.75%	\$432.90
51140 Overtime Pay	\$700,000.00	27.75%	\$194,250.00
51145 FLSA Overtime pay	\$98,800.00	27.75%	\$27,417.00
51146 Non Suppression Overtime pay	\$87,360.00	27.75%	\$24,242.40
51150 Special Pay	\$0.00	27.75%	\$0.00
51210 PERS Contributions	\$2,467,586.00	27.75%	\$684,755.12
51220 FICA/MEDICARE	\$76,005.00	27.75%	\$21,091.39
51230 Benefits & Insurance	\$1,052,346.00	27.75%	\$292,026.02
51240 Workers Compensation	\$199,245.00	27.75%	\$55,290.49
51990 Salary Savings	(\$657,359.00)	27.75%	(\$182,417.12)
<b>TOTAL</b>	<b>\$9,275,287.00</b>		<b>\$2,573,892.14</b>
<b>5200 PROFESSIONAL SERVICES</b>			
52190 Misc Professional Services	\$55,000.00	33.33%	\$18,331.50
52220 Medical Services	\$15,450.00	33.33%	\$5,149.49
52230 Other Technical Services	\$13,500.00	33.33%	\$4,499.55
<b>TOTAL</b>	<b>\$83,950.00</b>		<b>\$23,480.99</b>
<b>5300 PROPERTY SERVICES</b>			
53110 Utilities	\$16,004.00	0.00%	\$0.00
53230 Building Maintenance Services	\$20,000.00	33.33%	\$6,666.00
53240 Landscape/Park Maint Svcs	\$35,000.00	0.00%	\$0.00
53250 Vehicle/Equip Maint Svcs	\$97,850.00	25.00%	\$24,462.50
53290 Misc R&M Svcs	\$220,000.00	33.33%	\$73,326.00
53320 Vehicle & Equip Lease	\$0.00	0.00%	\$0.00
53330 Vehic Replcmnt Rental Charge	\$166,860.00	18.83%	\$31,419.74
53910 Solid Waste Services	\$8,240.00	33.33%	\$2,746.39
<b>TOTAL</b>	<b>\$563,954.00</b>		<b>\$138,620.63</b>
<b>5400 OTHER SERVICES</b>			
54210 Telephone Expenses	\$17,510.00	20.00%	\$3,502.00
54220 Mobile/Wireless Expenses	\$17,510.00	20.00%	\$3,502.00
54310 Legal Notices & Advertisements	\$6,180.00	25.00%	\$1,545.00
54410 Printing and Binding	\$6,180.00	25.00%	\$1,545.00
54610 Travel & Training	\$40,000.00	25.00%	\$10,000.00
54910 Dues & Subscriptions	\$14,420.00	25.00%	\$3,605.00
54990 Other Administrative Services	\$20,600.00	25.00%	\$5,150.00
<b>TOTAL</b>	<b>\$122,400.00</b>		<b>\$28,849.00</b>
<b>5500 SUPPLIES</b>			
55110 General Office Supplies	\$6,180.00	25.00%	\$1,545.00
55120 Postage & Delivery	\$1,030.00	25.00%	\$257.50
55130 Photocopying Charges	\$3,090.00	25.00%	\$772.50
55210 Fuel	\$41,200.00	27.00%	\$11,124.00
55230 Medical Supplies	\$25,000.00	30.00%	\$7,500.00
55240 Clothing & Uniform Supplies	\$36,050.00	33.33%	\$12,015.47
55250 Vehicle & Equipmt Supplies	\$0.00	25.00%	\$0.00
55290 Other Operating Supplies	\$10,300.00	25.00%	\$2,575.00
55520 Building Supplies	\$7,000.00	25.00%	\$1,750.00
<b>TOTAL</b>	<b>\$129,850.00</b>		<b>\$35,736.97</b>
<b>5600 CAPITAL OUTLAY</b>			
56310 Improvements, Not Buildings	\$25,750.00	0.00%	\$0.00
56410 Office Equipment <\$10K	\$3,090.00	0.00%	\$0.00
56710 Other Equipment < \$10K	\$20,600.00	0.00%	\$0.00
56720 Other Equipment > \$10K	\$0.00	0.00%	\$0.00
<b>TOTAL</b>	<b>\$49,440.00</b>		<b>\$0.00</b>
<b>5800 OTHER CHARGES</b>			
58220 Licenses & Permits	\$1,030.00	25.00%	\$257.50
<b>TOTAL</b>	<b>\$1,030.00</b>		<b>\$257.50</b>
<b>GRAND TOTAL</b>	<b>\$10,225,911.00</b>		<b>\$2,800,837.22</b>
<b>OVERHEAD CHARGES (9% of Personnel)</b>	<b>\$834,775.83</b>	<b>27.75%</b>	<b>\$231,650.29</b>
<b>TOTAL COMPENSATION COST SHARE</b>	<b>\$136,564.00</b>	<b>50.00%</b>	<b>(\$68,282.00)</b>
<b>UNRECONCILED CONTRACT AMOUNT</b>			<b>\$2,964,205.52</b>
<b>RECONCILIATION 2017-2018 FY BUDGET TO ACTUAL</b>			<b>\$124,526.93</b>
<b>COMPENSATION COST SHARE</b>			
<b>RECONCILIATION FY 2017-2018 BUDGET TO ACTUAL</b>			
<b>ACTUAL</b>			<b>(\$19.24)</b>
<b>PROPOSED EC CONTRACT FEE FY 2019-2020</b>			<b>\$3,088,713.21</b>



**KENSINGTON FIRE PROTECTION DISTRICT BUDGET**

**Prior Year Reconciliation**

<u>Account #</u>	<u>Description</u>	<u>2017-18 Budgeted</u>	<u>2017-18 Actual</u>	<u>Diff.</u>	<u>Percentag</u>	<u>Reconciliation</u>
51110-51990	<b>SALARIES &amp; BENEFITS</b>	\$8,173,740.00	\$8,853,029.11	(\$679,289.11)	27.75%	(\$188,502.73)
<b>SERVICES</b>						
52110	Administrative Services	\$0.00	\$0.00	\$0.00	33.33%	\$0.00
52190	Misc Professional Services	\$10,000.00	\$10,811.00	(\$811.00)	33.33%	(\$270.31)
52210	Laboratory Services	\$0.00	\$0.00	\$0.00	33.33%	\$0.00
52220	Medical Services	\$15,000.00	\$7,095.00	\$7,905.00	33.33%	\$2,634.74
52230	Other Technical Services	\$0.00	\$4,592.99	(\$4,592.99)	33.33%	(\$1,530.84)
52240	Misc Technical Services	\$0.00	\$0.00	\$0.00	33.33%	\$0.00
53110	Utilities	\$12,651.00	\$23,936.10	(\$11,285.10)	0.00%	\$0.00
53230	Building Services	\$15,000.00	\$20,594.34	(\$5,594.34)	33.33%	(\$1,864.59)
53240	Landscape Services (Weed Abatement)	\$30,000.00	\$36,332.08	(\$6,332.08)	0.00%	\$0.00
53250	Vehicle/Equipmt Services	\$80,000.00	\$84,982.46	(\$4,982.46)	25.00%	(\$1,245.62)
53290	Misc Repair and Maintenance Services	\$190,000.00	\$34,474.00	\$155,526.00	33.33%	\$51,836.82
53320	Vehicle & Equipment Lease	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
53330	Vehicle Charge	\$161,532.00	\$94,477.85	\$67,054.15	18.83%	\$12,626.30
53910	Solid Waste Service	\$6,000.00	\$9,566.93	(\$3,566.93)	33.33%	(\$1,188.86)
54210	Telephone	\$15,000.00	\$17,462.64	(\$2,462.64)	20.00%	(\$492.53)
54220	Mobile Expense	\$12,000.00	\$13,271.58	(\$1,271.58)	20.00%	(\$254.32)
54230	Internet Expense	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
54310	Legal Notices & Advertisements	\$6,000.00	\$2,443.47	\$3,556.53	25.00%	\$889.13
54410	Printing	\$6,000.00	\$6,507.81	(\$507.81)	25.00%	(\$126.95)
54610	Travel & Training	\$30,000.00	\$36,737.50	(\$6,737.50)	25.00%	(\$1,684.38)
54910	Dues & Subscriptions	\$12,000.00	\$13,650.60	(\$1,650.60)	25.00%	(\$412.65)
54990	Other Administrative Services	\$15,000.00	\$18,564.41	(\$3,564.41)	25.00%	(\$891.10)
<b>SUPPLIES</b>						
55110	Office Supplies	\$6,000.00	\$27,619.30	(\$21,619.30)	25.00%	(\$5,404.83)
55120	Postage	\$1,300.00	\$1,211.79	\$88.21	25.00%	\$22.05
55130	Photocopy	\$3,000.00	\$832.82	\$2,167.18	25.00%	\$541.80
55210	Fuel	\$40,000.00	\$36,783.11	\$3,216.89	27.00%	\$868.56
55220	Safety Supplies	\$0.00	\$0.00	\$0.00	30.00%	\$0.00
55230	Medical Supplies	\$25,000.00	\$24,437.96	\$562.04	30.00%	\$168.61
55240	Clothing & Uniforms	\$35,000.00	\$16,260.41	\$18,739.59	33.33%	\$6,245.91
55250	Vehicle & Equipment Supplies	\$0.00	\$0.00	\$0.00	25.00%	\$0.00
55290	Other Operating Supplies	\$7,000.00	\$8,037.45	(\$1,037.45)	25.00%	(\$259.36)
55520	Building Supplies	\$20,000.00	\$5,793.13	\$14,206.87	25.00%	\$3,551.72
55590	Other Maintenance Supplies	\$0.00	\$0.00	\$0.00	25.00%	\$0.00
58220	Licenses & Permits	\$1,000.00	\$134.00	\$866.00	25.00%	\$216.50
58920	Misc Finance Expense	\$0.00	\$0.00	\$0.00	25.00%	\$0.00
<b>CAPITAL</b>						
56310-56710	Property & Capital	\$45,000.00	\$37,897.44	\$7,102.56	0.00%	\$0.00
<b>TOTAL EXPENDITURES</b>		<b>\$8,973,223.00</b>	<b>\$9,447,537.28</b>	<b>(\$474,314.28)</b>		<b>(\$124,526.93)</b>

## EL CERRITO CONTRACT 10-YEAR COMPARISON



<u>FISCAL YEAR</u> <u>ENDING</u>	<u>EL CERRITO</u> <u>CONTRACT</u>	<u>ANNUAL</u> <u>% INCREASE</u>
6/30/2011	\$2,132,128	0.56%
6/30/2012	\$2,260,942	6.04%
6/30/2013	\$2,365,475	4.62%
6/30/2014	\$2,360,834	-0.20%
6/30/2015	\$2,415,339	2.31%
6/30/2016	\$2,369,530	-1.90%
6/30/2017	\$2,552,869	7.74%
6/30/2018	\$2,826,907	10.73%
6/30/2019	\$3,078,930	8.92%
6/30/2020	\$3,157,014	<u>2.54%</u>



## EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530  
(510) 215-4450 • FAX (510) 232-4917

[www.el-cerrito.org](http://www.el-cerrito.org)



**DATE:** June 5, 2019

**TO:** Brenda Navellier  
Kensington Fire Protection District Finance Committee

**FROM:** Michael Pigoni: Fire Chief

**RE: Replacement of Mobile Command Vehicle**

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On March 11, 2009, the Kensington Fire Protection Board authorized the purchase of a new Ford Expedition Mobile Command Vehicle and the components for emergency operation for a cost to not exceed \$50,000. As outlined in the attached agenda bill, since 9/11, many fire agencies have come to realize the importance that mid-management plays in any emergency operations plan. As recommended by State and Federal Homeland Security and the Bay Area Super Urban Area Security Initiative (SUASI) to be able to handle any large-scale emergency, the El Cerrito Fire Department initiated a program to provide vehicles equipped for emergency response (lights & sirens) and command capabilities to its shift Battalion Chiefs. At that time, only the Training Battalion Chief and the Fire Chief had such equipped City vehicles.

The Boards objectives in this purchase was to provide one of the three vehicles the Fire Department needed to meet the above goals. They recognized the importance of the concept and the communities benefit in being able to bring back command staff in the event of a large scale or wide spread incident. This vehicle, which is owned by the Kensington FPD, is almost 10 years old and has over 198,000 miles on it. It is starting to have transmission issues and the engine is burning oil. In the fire service, fire apparatus such as engines and ladder trucks are moved to reserve status after approximately 15 years and staff vehicles are normally rotated out at 8 years.

My request of the committee and the Board is to determine if there is a desire to make provisions in the 2019/20 budget to replace this vehicle. As in 2009, the vehicle can be procured through a State of California Cooperative Purchase Contract #1-18-23-23A CLIN 3. Some of the equipment purchased installed in the existing vehicle can be reused but most is vehicle specific or is outdated and in need of replacement. The cost of the vehicle equipped with the emergency components has increased in price by over \$11,000. However, with the utilization of some of the exiting components, the vehicle could be replaced for a cost not to exceed \$60,000.

The current vehicle has a resale value between \$2,900.00 and \$4,400.00 per Kelly Blue Book used car values. Due to the current condition and the fact the interior will have numerous holes and missing components when all the mounted equipment is removed, my guess is it will be closer to the low end.

I appreciate your consideration on this request and please contact me if you have any questions.

Respectfully,

Michael Pigoni  
Fire Chief  
El Cerrito – Kensington Fire Department

RESOLUTION 19-03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT AUTHORIZING THE PURCHASE OF A FORD EXPEDITION COMMAND VEHICLE AND COMPONENTS FOR EMERGENCY OPERATIONS

WHEREAS, the Kensington Fire Protection District contracts with the El Cerrito Fire Department to provide fire services to the community of Kensington; and

WHEREAS, there is a need to provide the Battalion Chiefs with an emergency equipped command vehicle; and

WHEREAS, the District recognizes the need and part that the Battalion Chiefs play in the Emergency Operations Plan for both the Community of Kensington and El Cerrito and desires to make a replacement purchase for one of the three vehicles required; and

WHEREAS, the District purchased a Battalion Chief Command Vehicle in 2009 and the normal rotation for staff vehicles is eight years; and

WHEREAS, the District may purchase this vehicle and subsequent equipment through a cooperative purchase from the State of California; and

WHEREAS, the District has budgeted for and plans to make this purchase during the FY19-20 budget year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kensington Fire Protection District authorizes the purchase of a Ford Expedition Command Vehicle and required equipment not to exceed \$60,000.00

\*\*\*\*\*

The foregoing Resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 12<sup>th</sup> day of June 2019 by the following vote of the Board.

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS:  
ABSENT: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
Julie Stein, President

\_\_\_\_\_  
Laurence Nagel, Secretary

## STUDENT CONSULTING SERVICES AGREEMENT

This Agreement for Student Consulting Services (“**Agreement**”), is entered into this June \_\_\_\_, 2019, by and between the Kensington Fire Protection District, a public California special district (“**District**”), and Stephen Wong, an individual (“**Student Consultant**”).

### 1. SERVICES TO BE PERFORMED

- 1.1 Subject to the terms and conditions set forth in this Agreement, Student Consultant shall provide to District the services described in Section 1.2, Scope of Services, below.
- 1.2 Scope of Services.
  - a. Based on discussions with members of the District Board of Directors, refine the statement of the evacuation and related traffic problem and study design as needed.
  - b. Meet with District and Contra Costa County (the “County”) officials to discuss evacuation issues and obtain official maps showing street and other public rights of way in Kensington.
  - c. Where applicable, review evacuation plans and policies of neighboring jurisdictions that would be affected by Kensington evacuation. Such neighboring jurisdictions include the City of Berkeley, the City of Albany, the City of El Cerrito, the East Bay Regional Park District, and others as identified by the District Board.
  - d. Prepare a succinct literature review on evacuation plans relevant to the issues in Kensington.
  - e. Develop a protocol for collecting data on Kensington streets and parking, designed to inform evacuation planning.
  - f. Document tasks described in subsections (a) through (f), above, in a preliminary draft report to be delivered by August 15, 2019.

### 2. TERM

- 2.1 The term of this Agreement shall begin July 1, 2019 and shall end on August 15, 2019. Student Consultant shall complete the work described in Section 1.2, above, on or before that date, unless the term of the Agreement is otherwise terminated or extended pursuant to this Agreement. The time provided to Student Consultant to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement.

**3. COMPENSATION**

- 3.1 District agrees to pay Student Consultant for his or her services rendered hereunder at an hourly rate of \$30.00. Total compensation shall not exceed \$4,000 unless this Agreement is amended pursuant to Section 6.3.
- 3.2 Student Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**4. STATUS OF CONSULTANT.**

- 4.1 Independent Contractor. At all times during the term of this Agreement, Student Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Student Consultant only insofar as the results of Student Consultant's services rendered pursuant to this Agreement; however, otherwise District shall not have the right to control the means by which Student Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Student Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 4.2 Student Consultant Not an Agent. Except as District may specify in writing, Student Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Student Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**5. AUTOMOBILE INSURANCE**

- 5.1 Student Consultant, at his or her own cost and expense, shall maintain automobile liability insurance for the term of this Agreement.

**6. TERMINATION & MODIFICATION**

- 6.1 Termination.
  - a. District may cancel this Agreement at any time and without cause upon written notification to Student Consultant.
  - b. Student Consultant may cancel this Agreement upon seven (7) days' written notice to District and shall include in such notice the reasons for cancellation.
  - c. In the event of termination, Student Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon

Student Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Student Consultant or prepared by or for Student Consultant or the District in connection with this Agreement.

6.2 Extension.

- a. District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 2.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

6.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7. **GENERAL PROVISIONS**

7.1 Entire Agreement. This Agreement is the final and complete expression of the discussions, understandings and agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as expressly provided herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

7.2 Assignment. This Agreement is not assignable by either District or Student Consultant.

7.3 Construction of Agreement. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party.

7.4 Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

**KENSINGTON FIRE PROTECTION  
DISTRICT**

**STUDENT CONSULTANT**

By \_\_\_\_\_  
Brenda J. Navellier  
Manager

By \_\_\_\_\_  
Stephen Wong

June 6, 2019

To: KFPD Board of Directors

Fr: Brenda Navellier  
KFPD Manager

Re: Draft FY19-20 Budget

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Below are a few things to note about this year's budget:

Committee requests are:

- The Emergency Preparedness Committee requested \$50,000 for a grant writer/coordinator, \$20,000 for a traffic study, \$15,000 for a consultant to write an RFP to hire a grant writer, \$10,000 for education and an additional \$5,000 under CERT Kits/Sheds/Preparedness.
- The Demonstration Garden Committee requested \$15,000 during the second half of the fiscal year.
- The Building Committee requested \$125,000. I put in \$115,000 since part of their request included \$5,000 for legal (separate line item) and \$20,000-30,000 for contingency (I put in \$25,000).
- The Organizing Committee is projecting \$10,000 for education in relation to the Public Safety Building problem.

The Finance Committee has created a new line item titled El Cerrito Reconciliation (located just below the El Cerrito Contract). Following is our accountant's explanation of that line item:

When El Cerrito proposes their annual contract fee with Kensington, there are several figures rolled into that payment. KFPD pays a percentage of many specific line items in the El Cerrito budget related to our use for fire services. That total is listed as "Grand Total" on their proposal. There is also an overhead charge. Like KFPD, El Cerrito is assembling the estimated figures for the current year-end to project the upcoming budget. This creates an accounting reconciliation that lags by two years to the last point final numbers are available. El Cerrito's proposal contains an increase or decrease to that annual contract to correct for the budget to actual difference.

For example (see attached), the El Cerrito proposal for FY18/19 year shows \$2,644,845 for the Grand Total of the individual line items mentioned above. To that they add \$220,386 for overhead. Because this was prepared in the spring of 2018, there were no final numbers for FY 17/18. El Cerrito shows a reconciliation item of \$213,699 for FY 16/17, the last available final numbers. Those three figures added together bring us to \$3,098,930, KFPD's budgeted El Cerrito contract fee for FY 18/19.

The Finance Committee is recommending accruing for that reconciliation, so that the expense stays with the year it was incurred (or earned). I believe that the auditors would prefer that we accrue for the reconciliation in the year it is incurred. For this budget, it is being presented with the contract fee as the sum of the Grand Total and the Overhead, and a new line item showing the El Cerrito Contract Reconciliation. To make this accurate for the future, it is necessary to accrue two additional amounts in the current year. The approved budgeted contract fee for FY 18/19 of \$3,098,930 is now reflected as \$2,865,231 as the fee and \$213,699 as the reconciliation. The estimated actual column for the reconciliation contains the same \$213,699 (FY 16/17), \$124,527 (FY 17/18, found on the current El Cerrito proposal) and \$120,000 for FY 18/19, calculated as an estimate from El Cerrito's Finance Department.



Other items:

- Staff has created a Command Vehicle replacement schedule per the Finance Committee's direction.
- The Polygon mapping of \$10,000 has been added to FY19-20.
- The Fire Alarm for the Community Center has been carried over to FY19-20.

Sample

CITY OF EL CERRITO /KENSINGTON FIRE PROTECTION DISTRICT

Proposed Contract Fee for FY 2018-19

LINE ITEM DETAIL BUDGET EXPENDITURES  
101 GENERAL FUND

	Proposed Budget FY18-19		
<b>5100 SALARIES &amp; BENEFITS</b>			
51110 Salaries	\$5,081,717.00	27.75%	\$1,410,176.47
51130 Temporary/Part-time Salaries	\$1,500.00	27.75%	\$416.25
51140 Overtime Pay	\$700,000.00	27.75%	\$194,250.00
51145 FLSA Overtime pay	\$95,000.00	27.75%	\$26,362.50
51146 Non Suppression Overtime pay	\$84,000.00	27.75%	\$23,310.00
51150 Special Pay	\$0.00	27.75%	\$0.00
51210 PER'S Contributions	\$2,235,778.00	27.75%	\$620,428.40
51220 FICA/MEDICARE	\$76,005.00	27.75%	\$21,091.39
51230 Benefits & Insurance	\$985,018.00	27.75%	\$273,342.50
51240 Workers Compensation	\$199,338.00	27.75%	\$55,316.30
51990 Salary Savings	(\$634,104.00)	27.75%	(\$175,953.86)
<b>TOTAL</b>	<b>\$8,824,252.00</b>		<b>\$2,448,729.93</b>
<b>5200 PROFESSIONAL SERVICES</b>			
52190 Misc Professional Services	\$25,000.00	33.33%	\$8,332.50
52220 Medical Services	\$15,000.00	33.33%	\$4,999.50
52230 Other Technical Services	\$3,500.00	33.33%	\$1,166.55
<b>TOTAL</b>	<b>\$40,000.00</b>		<b>\$13,332.00</b>
<b>5300 PROPERTY SERVICES</b>			
53110 Utilities	\$16,000.00	0.00%	\$0.00
53230 Building Maintenance Services	\$18,000.00	33.33%	\$5,999.40
53240 Landscaper/Park Maint Svcs	\$30,000.00	0.00%	\$0.00
53250 Vehicle/Equip Maint Svcs	\$90,000.00	25.00%	\$22,500.00
53290 Misc R&M Svcs	\$194,460.00	33.33%	\$64,813.52
53320 Vehicle & Equip Lease	\$0.00	0.00%	\$0.00
53330 Vehic Replcmt Rental Charge	\$162,000.00	18.83%	\$30,504.60
53910 Solid Waste Services	\$8,000.00	33.33%	\$2,666.40
<b>TOTAL</b>	<b>\$518,460.00</b>		<b>\$126,483.92</b>
<b>5400 OTHER SERVICES</b>			
54210 Telephone Expenses	\$17,000.00	20.00%	\$3,400.00
54220 Mobile/wireless Expenses	\$17,000.00	20.00%	\$3,400.00
54310 Legal Notices & Advertisements	\$3,000.00	25.00%	\$750.00
54410 Printing and Binding	\$6,000.00	25.00%	\$1,500.00
54610 Travel & Training	\$35,000.00	25.00%	\$8,750.00
54910 Dues & Subscriptions	\$14,000.00	25.00%	\$3,500.00
54990 Other Administrative Services	\$20,000.00	25.00%	\$5,000.00
<b>TOTAL</b>	<b>\$112,000.00</b>		<b>\$26,300.00</b>
<b>5500 SUPPLIES</b>			
55110 General Office Supplies	\$6,000.00	25.00%	\$1,500.00
55120 Postage & Delivery	\$1,000.00	25.00%	\$250.00
55130 Photocopying Charges	\$3,000.00	25.00%	\$750.00
55210 Fuel	\$30,000.00	27.00%	\$8,100.00
55230 Medical Supplies	\$23,000.00	30.00%	\$6,900.00
55240 Clothing & Uniform Supplies	\$30,000.00	33.33%	\$9,999.00
55250 Vehicle & Equipmt Supplies	\$0.00	25.00%	\$0.00
55290 Other Operating Supplies	\$10,000.00	25.00%	\$2,500.00
55520 Building Supplies	\$6,000.00	25.00%	\$1,500.00
<b>TOTAL</b>	<b>\$109,000.00</b>		<b>\$29,749.00</b>
<b>5600 CAPITAL OUTLAY</b>			
56310 Improvements, Not Buildings	\$25,000.00	0.00%	\$0.00
56410 Office Equipment <\$10K	\$3,000.00	0.00%	\$0.00
56710 Other Equipment < \$10K	\$20,000.00	0.00%	\$0.00
56720 Other Equipment > \$10K	\$0.00	0.00%	\$0.00
<b>TOTAL</b>	<b>\$48,000.00</b>		<b>\$0.00</b>
<b>5800 OTHER CHARGES</b>			
58220 Licenses & Permits	\$1,000.00	25.00%	\$250.00
<b>TOTAL</b>	<b>\$1,000.00</b>		<b>\$250.00</b>
<b>GRAND TOTAL</b>	<b>\$9,652,712.00</b>		<b>\$2,644,844.85</b>
<b>OVERHEAD CHARGES (9% Of Personnel)</b>	<b>\$794,182.68</b>	<b>27.75%</b>	<b>\$220,385.69</b>
<b>TOTAL COMPENSATION COST SHARE</b>	<b>\$125,625.00</b>	<b>50.00%</b>	<b>(\$62,812.50)</b>
<b>UNRECONCILED CONTRACT AMOUNT</b>			<b>\$2,802,418.04</b>
<b>RECONCILIATION 2016-2017 FY BUDGET TO ACTUAL</b>			<b>\$213,699.03</b>
<b>COMPENSATION COST SHARE RECONCILIATION FY 2016-17 BUDGET TO ACTUAL</b>			<b>(\$708.10)</b>
<b>PROPOSED EC CONTRACT FEE FY 2018-2019</b>			<b>\$3,015,408.97</b>

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET

Fiscal Year 2019-2020

<b>REVENUE BUDGET</b>	FY 2018-2019	FY2018-2019	FY 2019-2020	FY 2020-2021
	<u>Budget</u>	<u>Est. Actual</u>	<u>Budget</u>	<u>Planning</u>
Property Taxes	4,035,570	4,102,029	4,245,600	4,372,970
Special Taxes	200,453	200,453	200,450	200,450
Other tax income	25,500	24,991	25,000	25,000
Interest income	70,000	132,406	100,000	100,000
Lease agreement	36,002	36,036	36,603	37,700
Salary reimb agreement	62,848	63,521	65,863	69,346
Miscellaneous income	0	4,314	0	0
<b>Total Revenue</b>	<b>4,430,373</b>	<b>4,563,750</b>	<b>4,673,516</b>	<b>4,805,466</b>

<b>OPERATING EXPENSE BUDGET</b>	FY2018-2019	FY2018-2019	FY 2019-2020	FY 2020-2021
	<u>Budget</u>	<u>Est. Actual</u>	<u>Budget</u>	<u>Planning</u>

**OUTSIDE PROFESSIONAL SERVICES**

Accounting	7,250	5,200	5,460	5,735
Actuarial Valuation	0	0	2,900	5,500
Audit	16,000	16,000	16,000	16,800
CC County Expenses	36,030	36,000	37,800	39,690
El Cerrito Contract	2,865,231	2,865,231	3,032,488	3,184,111
El Cerrito Contract Reconciliations	213,699	458,226	115,000	115,000
Fire Abatement Contract	8,000	665	8,000	8,000
Fire Engineer Plan Review	2,000	404	2,000	2,000
Grant Writer/Coordinator	0	0	50,000	25,000
Insurance - Risk Mgmt	14,500	12,507	14,000	15,000
LAFCO Fees	2,200	2,278	2,450	2,575
Legal Fees	62,000	62,000	40,000	42,000
Polygon Study	0	0	10,000	0
RFP Consultant	0	0	15,000	0
Traffic Study	0	0	20,000	0
Water System Improvements	20,000	0	20,000	20,000
Website Development/Maint.	2,500	2,600	2,520	2,600
Wildland Vegetation Mgmt	10,000	5,100	10,000	10,000

**RETIREE MEDICAL BENEFITS\***

PERS Medical (OPEB cost)	0	0	0	0
Delta Dental	0	0	0	0
Vision Care	0	0	0	0
CalPERS Settlement	45,700	45,700	0	0

**COMMUNITY SERVICE ACTIVITIES**

Public Education	14,000	8,415	35,000	25,000
Community Pharmaceutical Drop-Off	4,000	750	2,500	2,500
CERT Kits/Sheds/Preparedness	12,000	3,448	15,000	10,000
Open Houses	750	261	500	650
Community Shredder	2,750	2,295	2,750	3,000
DFSC Matching Grants	23,880	23,880	24,000	25,000
Firesafe Planting Grants	3,000	0	3,000	3,000
Demonstration Garden	50,000	6,147	15,000	15,000
Community Sandbags	4,000	1,994	3,000	3,000
Volunteer Appreciation	0	0	1,500	0
Community Center Fire Alarm	35,000	0	35,000	0

**DISTRICT ACTIVITIES**

Professional Development	5,000	2,550	5,000	5,000
District Office				
Office expense	3,000	2,850	3,000	3,000
Office supplies	2,250	2,250	2,350	2,350
Telephone	8,000	4,955	7,000	7,500
Election	3,900	3,856	0	4,000
Firefighter's Apparel & PPE	1,500	100	750	750
Firefighters' Expenses	10,000	2,000	10,000	10,000

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET

Fiscal Year 2019-2020

Staff Appreciation	1,750	1,275	1,750	1,750
Memberships	7,600	7,340	7,600	7,650
P/S Building				
Needs Assessment/Feasibility Study	20,000	0	115,000	0
Gardening service	2,500	1,550	3,200	3,200
Building alarm	1,500	1,264	1,500	1,500
Medical waste disposal	5,500	4,981	5,500	5,500
Janitorial	1,500	1,260	1,500	1,500
Misc. Maint/Improvements	13,000	8,471	13,000	13,000
PG&E	8,000	6,900	8,500	9,000
Water/Sewer	2,465	1,800	2,400	2,400
Staff				
Wages	95,081	95,080	98,408	100,375
Longevity Pay	1,000	1,000	1,000	1,000
Overtime Wages	1,575	2,400	2,500	2,500
Vacation Wages Accrual Adjustment	332	185	608	3,861
Medical/dental insurance compensation	10,056	10,056	11,760	12,935
Retirement Contribution	7,226	7,226	7,480	7,630
Payroll Taxes	8,360	8,470	8,810	9,050
Insurance - Workers Comp/Life	2,000	1,842	1,935	2,030
Processing	1,645	1,646	1,730	1,815
Operating Contingency Fund	<u>25,000</u>	<u>10,000</u>	<u>25,000</u>	<u>25,000</u>
<b>Total Operating Expense</b>	<b>3,704,230</b>	<b>3,750,408</b>	<b>3,888,147</b>	<b>3,825,455</b>
Capital Outlay				
Firefighter qtrs/equip	15,000	11,387	15,000	15,000
Office Furniture/Computers	5,000	2,001	5,000	5,000
Command Vehicle	0	0	60,000	0
Type III Engine	<u>220,000</u>	<u>220,000</u>	<u>372,000</u>	<u>0</u>
<b>Total Capital Outlay</b>	<b>240,000</b>	<b>233,388</b>	<b>452,000</b>	<b>20,000</b>
<b>TOTAL EXPENDITURES</b>	<b>3,944,230</b>	<b>3,983,796</b>	<b>4,340,147</b>	<b>3,845,455</b>

Notes: The standard expenditure increase is 5% unless otherwise indicated or unless policy decisions mandated.

\* Due to new reporting rules under GASB 75 and the fact that our OPEB assets equal or surpass liabilities, the actuary stated that we will have no OPEB expense beginning in FY 17/18.

**Designated Funds (see attached schedules)**

Command Vehicle Replacement Fund	0	0	0	10,264
Engine Replacement Fund	117,874	117,874	75,880	146,947
Public Safety Building Fund	<u>450,000</u>	<u>450,000</u>	<u>450,000</u>	<u>450,000</u>
	567,874	567,874	525,880	607,211

	FY 2018-2019 Budget	FY 2018-2019 Est Actual	FY2019-2020 Budget	FY 2020-2021 Planning
Beginning Cash	8,126,594	8,112,109	8,632,236	8,965,606
Revenue	4,430,373	4,563,750	4,673,516	4,805,466
Operating Expenditures	-3,704,230	-3,750,408	-3,888,147	-3,825,455
Capital Expenditures	-240,000	-233,388	-452,000	-20,000
Accrual to Cash Adjustment		-59,827		
<b>ENDING CASH</b>	<b>8,612,736</b>	<b>8,632,236</b>	<b>8,965,606</b>	<b>9,925,617</b>
<b>Cumulative Designated Funds</b>				
Capital Replacement Funds	-3,754,173	-3,754,173	-4,280,053	-4,887,264
Prepaid CERBT - Retiree Trust	-1,010,137	-1,010,137	-1,010,137	-1,010,137
EI Cerrito Contract 12 month set aside	-3,078,930	-3,323,457	-3,147,488	-3,299,111
<b>AVAILABLE CASH</b>	<b>769,496</b>	<b>544,469</b>	<b>527,928</b>	<b>729,105</b>

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET  
 Fiscal Year 2019-2020

**SCHEDULE FOR REPLACEMENT OF EQUIPMENT**

Type I Vehicle Cost	Estimated Cost 15 yrs/4%	Fiscal Year	Yearly Contribution To Cap. Fund	Accumulated Funds	Type III Vehicle Cost	Estimated Cost 15 yrs/4%	Fiscal Year	Yearly Contribution To Cap. Fund	Accumulated Funds
					\$220,000		18-19	41,994	372,100
					\$372,000		19-20		100
					592,000	1,066,105	20-21	71,067	71,167
							21-22	71,067	142,234
							22-23	71,067	213,301
							23-24	71,067	284,368
							24-25	71,067	355,435
							25-26	71,067	426,502
							26-27	71,067	497,569
							27-28	71,067	568,636
							28-29	71,067	639,703
							29-30	71,067	710,770
							30-31	71,067	781,837
							31-32	71,067	852,904
							32-33	71,067	923,971
							33-34	71,067	995,038
							34-35	<u>71,067</u>	1,066,105
								1,066,005	
\$632,000	\$1,138,200	15-16							
		16-17	75,880	75,880					
		17-18	75,880	151,760					
		18-19	75,880	227,640					
		19-20	75,880	303,520					
		20-21	75,880	379,400					
		21-22	75,880	455,280					
		22-23	75,880	531,160					
		23-24	75,880	607,040					
		24-25	75,880	682,920	Command	Estimated			
		25-26	75,880	758,800	Vehicle	Cost	Fiscal	Yearly	Accumulated
		26-27	75,880	834,680	Cost	8 yrs/4%	Year	Contribution	Funds
		27-28	75,880	910,560				To Cap. Fund	
		28-29	75,880	986,440	\$60,000	82,112	19-20		
		29-30	75,880	1,062,320			20-21	10,264	10,264
		30-31	<u>75,880</u>	1,138,200			21-22	10,264	20,528
			1,138,200				22-23	10,264	30,792
							23-24	10,264	41,056
							24-25	10,264	51,320
							25-26	10,264	61,584
							26-27	10,264	71,848
							27-28	<u>10,264</u>	82,112
								82,112	

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET  
Fiscal Year 2019-2020

**SAVINGS SCHEDULE FOR BUILDING IMPROVEMENTS/RENOVATION/REPLACEMENT**

<u>Adjusted for 4% Inflation</u>	<u>Fiscal Year</u>	<u>Yearly Contribution</u>	<u>Accumulated Reserves</u>
	12-13	100,000	100,000
	13-14	104,000	204,000
	14-15	108,160	312,160
	15-16	432,486	744,646
	16-17	1,089,786	1,834,432
	17-18	650,000	2,484,432
	18-19	450,000	2,934,432
	19-20	450,000	3,384,432
	20-21	450,000	3,834,432

\* Based on historical building expenditures, KFPD was setting aside \$100,000 plus inflation per fiscal year to accumulate funds to be available for future building improvements/major repairs.

In preparation for a major building remodel/replacement, any surplus funding from each year will also be contributed to the building replacement fund.

RESOLUTION 19-04

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT ADOPTING THE PRELIMINARY COMBINED REVENUE, OPERATING EXPENSE, AND CAPITAL IMPROVEMENT BUDGET FOR FISCAL YEAR 2019-2020

WHEREAS, the Board of Directors of the Kensington Fire Protection District has approved or otherwise established the preliminary annual fee for services from the City of El Cerrito for Fiscal Year 2019-2020; and

WHEREAS, the preliminary combined budget was reviewed by the Finance Committee at their May 30, 2019 public meeting; and

WHEREAS, a final Revenue, Operating Expense and Capital Improvement Budget shall be approved by the Board of Directors of the Kensington Fire Protection District by the statutory required date of October 1, 2019;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Kensington Fire Protection District hereby adopts the Preliminary Combined Revenue, Operating Expense and Capital Improvement Budget with its associated schedules for Fiscal Year 2019-2020 which is attached to and made part of this resolution.

\* \* \* \* \*

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District Board of Directors on the 12<sup>th</sup> day of June 2019 by the following vote of the Board:

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS:  
ABSENT: BOARD MEMBERS:  
ABSTAIN: BOARD MEMBERS:

\_\_\_\_\_  
Julie Stein, President

ATTEST:

\_\_\_\_\_  
Larry Nagel, Secretary

Attachment: KFPD Preliminary Combined Revenue, Expense and Capital Budget FY 19-20 with Equipment and Building Schedules

# **CHIEF/PRESIDENT REPORTS**





## EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530

(510) 215-4450 • FAX (510) 232-4917

[www.el-cerrito.org](http://www.el-cerrito.org)



**DATE:** June 2019

**TO:** Kensington Fire Protection District Board Members

**FROM:** Michael Pigoni: Fire Chief

**RE:** **Fire Chief's Report for June 2019**

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### **Run Reports**

There were 21 calls for service in the Kensington Community last month. This was a significant drop in calls from the previous month, mainly in the number of medical emergencies. There was another structure fire on May 11<sup>th</sup> in the 400 block of Ocean View. The fire started on the outside wall of the structure and burned into the interior wall area and due to the age of the house, there were no fire blocking and the fire started to extend into the attic. Fortunately, the fire was extinguished quickly and we avoid the attic fire. Most of the damage was the exterior siding and some smoke in the house.

### **PG&E Public Safety Power Shut-off**

Part of their Community Wildfire Safety Program, PG&E is stepping up their program this fire season in the High Fire-Threat zones of the County. In addition to most of the community of Kensington being in a Very High Fire Severity Zone as determined by Cal Fire, we are also labeled by the CPUC as being in either a Tier 2 (elevated) or Tier 3 (extreme) fire-threat zones. While we escaped any major power shut-offs last year, PG&E has indicated that with their stepped up program, this year may be different depending on weather. It is potentially possible that if the power is shut off, it could remain off for 3 to 7 days depending if the predicted weather event occurs. While the Public Safety building will be powered by the generator, other businesses as well as residents are going to be impacted hard. PG&E is urging residents to visit [www.pge.com/wildfiresafety](http://www.pge.com/wildfiresafety) for additional information and to sign up for alerts from PG&E.

### **Fire Hazard Reduction Plan**

As reported out last month, the Fire Department started the annual Fire Hazard Reduction Program inspections for Kensington and El Cerrito. At this point there have been over 250 parcels that have been found with various violations to or not in compliance with the Vegetation Management Standards. In the past there has been excellence cooperation from the property owners, and we are anticipating the same cooperation this year and are not anticipating any major forced abatements. It is important that everyone bring their property into compliance to enhance our safety.

### **East Bay Parks Shaded Fuel Break**

The work on the shaded fuel break between Kensington and East Bay Parks is continuing. In visiting a few areas off Old School Trail and near Kensington Road, there has been great progress made. Work will be continuing for another couple of months until they complete all the treatment of the area.

## **July 4<sup>th</sup> Celebration**

The El Cerrito -Kensington Fire Department will be hosting a booth at the City of El Cerrito 4th of July/World One Festival Celebration this year. The event will be held on Thursday, July 4th from 10 am to 6:30 pm. We will have our Safety Trailer set up for educational tours as well as hats and other handouts for children of all ages. There will also be CERT representatives and informational material on hand.

KFPD President's remarks to KPPCSD on 23 May 2019:

Thank you very much for placing the Kensington Fire Protection District on your agenda tonight. The Fire District Board has authorized the Board President to submit a formal request to your District, which I will introduce and submit tonight.

I believe this item was placed under Old Business to reflect that the members of the KFPD Building Committee, Vice President Don Dommer and Director Larry Nagel, addressed this Board on March 28, 2019. Directors Dommer and Nagel presented the updated "Public Safety Building Site Selection Process." They provided an overview of two alternatives to address the challenge facing both of our Districts with the existing building: Not only is the existing building obsolete and in need of repair, it would not withstand a Richter Scale 7 earthquake, which would result in loss of life for those occupying the building and result in the building being unserviceable in the wake of such a disaster.

The two alternatives under evaluation are:

1. Retrofit and renovate the existing building.
2. Construct a new building, most likely in the Kensington Park.

Renovating the existing building would be significantly less costly but would also give rise to significant trade-offs that must be brought before the Kensington community:

- Given the necessary code upgrades involved with such a comprehensive renovation, including upgrades in ADA compliance, the Fire Department may need the entire building, thereby displacing all or part of the Community Service District personnel.
- Both Districts, Fire and Community Service, would be required to relocate during the renovation. The site on the Arlington in El Cerrito that was occupied during the last renovation is no longer available. We need to carefully evaluate where these essential services could be relocated during a renovation and assess the impact of such a relocation on the state of emergency preparedness in Kensington during that period.

We recognize that there are obstacles to constructing a new building in Kensington Park, including opposition from some members of the community. We have also found that some residents who had previously opposed a new building in the park have become more open-minded in the wake of the deadly fires in Paradise.

Aligned with investigating both options for community input, Director Dommer and Director Nagel informed your board on March 28 that the Fire District needs to have a reliable legal opinion as to whether any site in Kensington Park can be developed for the construction of a new Public Safety Building that would be occupied by both Districts.

On March 28, President Nottoli informed me that the Community Service District could take action on such a request only after being presented with a formal request from the Fire Protection District.

Therefore, I have asked to be placed on your agenda tonight to read the following letter sent to you on behalf of the Kensington Fire Protection District:



May 15, 2019

Ms. Eifeen Nottoli, President  
Kensington Police Protection and Community Services District  
217 Arlington Avenue  
Kensington, CA 94707

Dear President Nottoli,

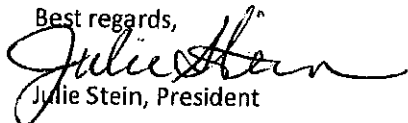
At its regular meeting on May 8, 2019, the Board of Directors of the Kensington Fire Protection District (KFPD) discussed strategies to continue with and finalize its analyses of viable alternatives to a) seismically upgrade and renovate or b) build a new Public Safety Building for Kensington. The Public Safety Building at 217 Arlington Avenue presently houses all personnel and equipment for the KFPD and the Kensington Police Protection and Community Services District (KPPCSD).

As authorized by the KFPD Board on May 8, 2019, I am writing to request that KPPCSD obtains a legal opinion addressing whether KPPCSD is prohibited by bond covenants, grant restrictions, or otherwise from allowing the development of a new Public Safety Building within Kensington Park. The KFPD is prepared to enter into an agreement with KPPCSD to pay 50% of the costs of such an opinion, up to \$5,000 for each District, as long as the opinion is delivered to the Kensington Fire Protection District within 60 days from May 8, 2019.

In addition to authorizing this request for the above-referenced legal opinion, the KFPD Board also moved to begin planning a public forum to educate the public on the status of the Public Safety Building and seek community input on its future. We anticipate that the public forum will be held in the fall of 2019, and invite the KPPCSD to participate with the KFPD Board in this community event.

I hope that the KPPCSD Board will look favorably on this request to obtain a timely legal opinion in the interest of assuring the public that we have carefully investigated the alternatives for the future of the Public Safety Building. Please do not hesitate to contact me if you have any questions.

Best regards,

  
Julie Stein, President  
Kensington Fire Protection District

cc: Brenda Navellier, KFPD District Manager,  
Anthony Constantouros, KPPCSD General Manager

# **DISCUSSION ITEM**

## Advice on teleconferencing during board meetings

### I. Quoting from the Brown Act:

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

### II. From Best Best & Krieger LLP

<https://www.bbklaw.com/BBK/media/Library/pdf/Major-Provisions-and-Requirements-of-the-Brown-Act.pdf>, page 3:

“Teleconferencing” may be used as a method for conducting meetings whereby members of the body may be counted towards a quorum and participate fully in the meeting from remote locations (Section 54953(b)). The following requirements apply: the remote locations may be connected to the main meeting location by telephone, video or both; the notice and agenda of the meeting must identify the remote locations; the remote locations must be posted and accessible to the public; all votes must be by roll call; and the meeting must in all respects comply with the Act, including participation by members of the public present in remote locations. A quorum of the legislative body must participate from locations within the jurisdiction, but other members may participate from outside the jurisdiction. No person can compel the legislative body to allow remote participation. The teleconferencing rules only apply to members of the legislative body; they do not apply to staff members, attorneys or consultants who can participate remotely without following the posting and public access requirements.

### III. Questions to and Responses from Dillon Gibbons, CSDA:

1. By "the remote locations must be posted and accessible to the public" it is taken to mean that the location must be public or opened to the public, i.e., that it can't be someone's hotel room?

DG: Technically, it can be someone's hotel room if that hotel room has been properly noticed and the room is accessible to the public.

2. ... that it must be ADA-accessible?

DG: Yes, all public meetings of any public agency must be accessible to all including. Government Code 54961 (a) No legislative body of a local agency shall conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of ancestry or any characteristic listed or defined in Section 11135, **or which is inaccessible to disabled persons**, or where members of the public may not be present without making a payment or purchase. This section shall apply to every local agency as defined in Section 54951.

3. ... that the notice is publicly posted at the site?

DG: That's correct it must be posted in an area that is accessible to the public at all times for at least 72 hours, just like any other meeting agenda would need to be posted. If someone is going to be calling from a hotel, posting the notice on the hotel lobby bulletin board would work .... the notice would need to be posted at the hotel at least 72 hours in advance and provide the location of the meeting (i.e. Conference Room A, Room 112, or Pool Bar).

Dillon Gibbons  
Senior Legislative Representative  
California Special Districts Association  
p: (916)442-7887  
c: (916)290-3741  
<[dillong@csda.net](mailto:dillong@csda.net)>

### IV. From John Bakker, Meyers Nave, KFPD Board Attorney <[jbakker@meyersnave.com](mailto:jbakker@meyersnave.com)>:

Hello Director Padian,

I've read through the material and the relevant provision of the Brown Act (quoted below my signature), and I agree with your statement [per Dillon Gibbons] of the Brown Act's requirements.

**CONCLUSION:** Remote participation must adhere **exactly** to all the stipulations of the Brown Act. That means a 72-hr advance notice on site, ADA accessible meeting. Directors should not participate remotely from places that are ADA-inaccessible or not opened to the public, or where an agenda has not been publicly posted for 72 hours in advance of the meeting.

# **BOARD REPORTS**



**MINUTES OF THE FEBRUARY 27, 2019 FINANCE COMMITTEE MEETING  
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

---

**PRESENT:**     **Directors:**     Julie Stein and Don Dommer  
                  **Staff:**             Manager Brenda Navellier, Deborah Russell CPA

**CALL TO ORDER:**

Director Stein called the meeting to order at 4:08 p.m. and noted the Committee members, staff and members of the public that were present.

**PUBLIC COMMENT:**

None.

**APPROVAL OF MAY 31, 2018 COMMITTEE MINUTES:**

President Stein noted that the Finance Committee asked Director Kosel if she had any concerns about these minutes since she was at the meeting. She had none. The Committee agreed to approve the minutes by consensus.

**APPROVAL OF JANUARY 29, 2019 COMMITTEE MINUTES:**

The Committee agreed to approve the minutes by consensus.

**MID-YEAR BUDGET VS. ACTUAL REVIEW:**

Director Stein had a couple of specific questions. She noted that some items are budgeted evenly throughout the year and some are budgeted at specific times when staff expects something to happen. She noted that KFPD received about \$60,000 more in property tax revenue during the first half of the year than budgeted. Does that affect the projection for the second half of the year or did the District simply receive more revenue? Russell said that the District just received more. She explained the normal timing of the property tax revenues and that there will still be both pluses and minus during the remainder of the fiscal year. Russell said it is only a 1.5% increase over budget but still a nice chunk of cash. Stein asked about the interest income that also exceeded expectations. Russell noted that interest income rates have continued to climb and KFPD has not yet spent the funds on the engine deposit. Stein asked if staff expects the second half of the year interest returns to be similar to the first half. Russell affirmed that expectation, particularly if the District doesn't spend the \$220,000 budgeted for the engine.

David Spath asked where the District's money is invested? Russell gave a brief explanation on the investments that were included on agenda item 5 and also said the District has funds in the Local Agency Investment Fund. Navellier said the current LAIF rate is about 2.4%. None of the investments are variable rates. Some pay out twice a year and some pay out at maturity. Russell accrues the interest.

Stein summarized that the District has about \$104,000 more income during the first half of the year than planned. Dommer said the District always budgets conservatively. Stein said the District was under budget on expenses by about \$25,000.

Dommer said he believes there will be public safety building expenses in the second six months that are not currently budgeted including possibly a geotech report that would be maybe \$30,000. Spath asked if the geotech report would be for the park site assuming the KPPCSD agrees to it? Dommer affirmed. More discussion on a geotechnical study followed.

Stein said according to the budget, the District will have net income of nearly \$850,000. In addition, the \$104,000 in additional revenue and \$25,000 under budget in expenses brings the total up to about \$979,000 if nothing else changes.

Navellier made a list of suggested budget adjustments for FY18-19 that was included in the committee's packet. Legal fees are recommended to be doubled from \$35,000 to \$70,000 since the District has already spent over \$50,000 during the first half of the year. Diablo Fire Safe Matching Grants are suggested to be raised to \$23,880 from \$23,000 since that was the amount that DFSC raised in Kensington this year. The Election should be increased from \$1,500 to \$3,900 to reflect actual. The CalPERS Settlement, which drove a large part of the legal fees, has settled for \$45,700 across four year in equal payments, interest free that KFPD will pay CalPERS. The cost is approximately \$1,000 per month. Russell said the entire \$45,700 needs to be put on the books this fiscal year.

The audit is accrual and it shows the budget vs. actual at full accrual. The monthly reports are sort of cash and full accrual adjustment is made at year end. Staff also accrued for the first half of the year for this mid-year meeting. In response to a question from Dommer, Russell explained that the County gives KFPD last year's property tax revenue number in July of a given fiscal year. The real number isn't adjusted until December which is why it all sits as one lump sum. The last item suggestion was the community center fire alarm. Navellier discussed this item with KPPCSD Director Hacaj. Hacaj said that KPPCSD had to have all of its funds in hand to accept a bid. KPPCSD's attorney has an agreement already drafted since other organizations have donated money to the community center for specific items. They want the money during the current fiscal year. Stein said it would be a deposit. Russell clarified if it was an asset or a contribution or a receivable if it's not installed by the end of the fiscal year. Stein again said it would be a deposit and would show on the Balance Sheet. Again, the total \$35,000 would be booked during FY18-19.

Stein said she just completed her Ethics Training and that the proposed agenda item in January to give funds to the Butte County Fire Relief fund was in fact legal. Linnea Due said she would have made a public outcry since she has been trying to get a grant to clear out the canyon. She would rather money be spent in Kensington. Stein said she was just clarifying the ethics of the situation.

Stein noted that some line items in were under budget. She asked if KFPD typically just increases the budget amount, like in the case of the legal fees, or do they take funds from other budget items that are under? Russell responded that staff can do it anyway she wants. Typically, since there is a surplus, we would not worry about taking from other items. Russell does not like to change every line item to equal actual. A budget's purpose is to give permission to spend with the thoughts that you have at the time you create it. A mid-year revision is helpful if there are big ticket items. Staff uses actual items for the budget for the following year. Again, there is room in the budget to make the adjustments but it's also okay to go over budget and then just explain why. It's the committee's decision. Stein said that the DFSC matching grants and the election are based on actual. She asked where staff will put the CalPERS settlement? Navellier and Russell said it would be a separate line item. Stein suggested a separate line item for the community center fire alarm under Community Service. Russell said the settlement should go under Retiree Medical Benefits as a line item. Russell gave an explanation on why the Retiree Medical Benefits are all booked at "0". Navellier asked what the committee wanted to do with legal fees. Last year the District spent \$19,000. Stein said that Navellier's estimate of \$70,000 would be the \$52,000 spent already plus about what was spent the previous year and that sounded reasonable. Stein asked if the committee should discuss items that might be coming up this fiscal year. There is a \$6,000+/- kiosk project at Colusa Circle that KIC and KPPCSD are participating in and want a \$2,000 donation from KFPD. It has not been brought to the KFPD Board yet to ask whether they want to participate. Russell said the items that the committee is talking about increasing also need to be approved by the Board. The kiosk project could be approached either way – put it in as an adjustment and then ask for the Board's approval of the project and take it out if they don't approve or present the budget and then let the Board know there is another item to consider and they can add it to the budget. Stein asked Dommer if the Building Committee was going to incur a geotech survey or anything on the building project? The current line item for the project is \$10,000 for the fiscal year. Dommer requested the line item be increased to \$50,000. More discussion followed on the project. Russell said that \$23,000 was spent in the previous fiscal year. Stein asked if KPPCSD hypothetically approved KFPD to conduct a geotech study in the park at their March meeting, would most of the \$50,000 be spent by the end of June? Dommer said it will take months and gave more explanation. Dommer said he needs to ask the structural engineer to write a letter about whether the current building could meet the requirements for an essential service building. The committee requested \$2,000 be added under Public Education for the potential kiosk. Stein is going to ask the various committees to start working on budget proposals for the upcoming year, accompanied by a program. Russell said that would be helpful for developing the budget. The Emergency Preparedness committee needs to start developing a program and prioritizing it. Dommer said the siren issue would require a consultant. Stein said the EPC should hold a strategic planning workshop. Dommer said KFPD should create a strategic financial plan to fund the building and see how that impacts the district for years afterwards. Spath said the district should create a five-year budget projection. First the District needs a site. Stein is interested in budgeting for a grant writer but she thinks it should come out of the EPC. Dommer said a grant writer could also look into capital money for a building. Russell said if there is going to be expense for the grant writer, there should also be expected revenue offset. Spath said if KFPD is thinking about a grant writer for emergency preparedness, it should probably be coordinated with KPPCSD. Stein thinks KFPD and KPPCSD should have a joint strategic planning session. Russell suggested KFPD have their own first to settle on their issues before having a joint session with KPPCSD. The DFSC matching grant line item is budgeted for February because KFPD sends one lump sum to DFSC after their fundraising year. Due gave an explanation of her neighborhood receiving a DFSC grant. Stein asked what the rationale is for the decreasing contribution to the Public Safety Building Fund. Navellier explained that the annual contribution started at \$100,000 with a 4% increase every year. The years where the contributions were more was because the Board allocated any excess funds to go toward that project. It is up to

the Finance Committee to make the determination and they could add additional funds at this meeting. Russell clarified that out of the pot of money that the District has, it is allocating funds to be set earmarked for that purpose. It is not an expense. Paul Dorroh noted that these were not restricted funds. Russell gave an explanation of fund designations that are reflected in the audit. Russell explained the District investments are tiered in and the LAIF investment is liquid. Stein noted that the original FY17-18 budget was much lower than the revised and asked if that jump took place at the mid-year budget meeting. Staff answered yes. Several conversations broke out. The need for the building has not decreased. Navellier noted that the Committee had just added around \$140,000 to the FY18-19 budget. Stein suggested waiting until the FY19-20 budget and attempt to increase the building fund to the previous level.

**REVIEW DISTRICT INVESTMENTS**

A schedule of current investments was included in the packet. The committee reviewed it and didn't have any questions. Staff explained the reinvestment process and how it depends on if the District needs the funds for a large item. The investments are tiered. Again, after the District's cash conversion that was received in December, a large amount was invested in LAIF at 2.4% which is completely liquid. The dry spell for cash flow is in October/November every year. Navellier distributed a cash flow sheet from 12/18 through 12/19. Navellier is moving money out of investments as needed. Russell gave an explanation of the cash flow sheet. Spath asked about the delivery timing of the Type III engine. The \$220,000 in FY18-19 is the deposit. The engine is estimated to be delivered in late 2019. Once the entire engine is paid for, the amount will be deducted from the engine fund.

Staff affirmed that the Committee would meet next in May both to review the draft budget and to review the El Cerrito contract fee. The reconciliation of actual expenditures is a two-year lag. At the March meeting, Stein will ask the committees to submit budgets at the April meeting for FY19-20.

**ADJOURNMENT:** The meeting was adjourned at 5:25 p.m.

MINUTES PREPARED BY: Brenda J. Navellier

These minutes were approved at the Committee meeting of May 30, 2019.

Attest:

  
Finance Committee Member

### Proposal for a KFPD car flyer template on streetwise parking

The Oakland Firesafe Council has a flyer template posted on its website that residents can download and print. It is designed to be placed on windshields of cars that park in such a way that can hamper access by emergency vehicles. The OFSC text reads as follows:

"Please .... **Park Like Someone's Life Depends on it!**

"As you can see, we live on a narrow, winding road. Neighbors are concerned that parked cars will block fire trucks and ambulances on their way to an emergency.

"Last year, a young woman died in Montclair because first responders could not pass a parked car on a narrow road.

"If you must park on our narrow, winding streets, please leave at least 14 feet between your car and the other side of the road to provide fire trucks and ambulance adequate clearance.

"Thank you.

"Your neighbors."

A similar flyer template could be developed and posted on the KFPD website, with suggestions to use when a vehicle is parked in a potentially obstructive position:

"Dear Friends and Neighbors:

"Kensington's narrow, winding streets were not built for the volume of traffic and parking that we have today. Congested parking is especially dangerous during fire season, but we must remember that emergency vehicles may have to get through our streets at any time.

"People have died because first responders could not pass a parked car.

"Please use your driveways (parking nose out) as much as possible, and leave at least 14 feet between your car and the other side of the road if you must park on the street. Someone's life may depend on it. Thank you!

"The Kensington Fire Protection District Board"

*The Emergency Preparedness Committee asks to design such a flyer, write a short piece about it for the Outlook, post it on the KFPD website with a link, and notify residents of its availability through the District's NextDoor link.*

Please....

## Park Like Someone's Life Depends on It

As you can see, we live on a narrow, winding road. Neighbors are concerned that parked cars will block fire trucks and ambulances on their way to an emergency...maybe even at your house.

Last year, a young woman died in Montclair because first responders could not pass a parked car on a narrow road.

If you must park on our narrow, winding streets, please leave at least 14 feet between your car and the other side of the road to provide fire trucks and ambulances adequate clearance.

Thank You.

Your Neighbors



**Oakland Firesafe Council**

6114 La Salle Avenue, Suite 462 Oakland, CA 94611•510-499-8933•[www.oaklandfiresafecouncil.org](http://www.oaklandfiresafecouncil.org)

## 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 rolling basis. Committee size is limited.  
Please email your application to [fire@kensingtonfire.org](mailto:fire@kensingtonfire.org).*



## Quarterly Meeting Minutes

4.15.2019	Meeting Time: 10:00 a.m.	Central Contra Costa Sanitary District Multi-Purpose Room 1250 Springbrook Road Walnut Creek, CA 94597
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Meeting called by	Chair Stan Caldwell called meeting to order at 10:00 a.m.	
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Minutes	Suzette Crayton Executive Assistant	
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Attendees	Twenty-Eight (28) Attendees (Sign-In Sheet Attached)	
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Welcome and Introductions

Welcome and introductions took place.

Approval of January 28, 2019 Meeting Minutes

The minutes were approved.

Old/New Business

Supervisor Diane Burgis who is the Chair of the Contra Costa County 2020 Census Committee and Casey Farmer who is the Executive Director of the Alameda County Census 2020 each have agreed to speak on Census 2020 Committee at the July 15<sup>th</sup> joint meeting of the Alameda County Chapter of Special Districts and Contra Costa County Chapter of Special Districts. Ed Duarte stated he believes it will be a benefit for both chapters.

LAFCO Report: Mike McGill, Special District LAFCO Commissioner

Mike McGill provided the brief report. He also gave a brief update on the possible dissolution of the Los Medanos Contra Costa Health Care facility.

Guest Speaker: Supervisor Karen Mitchoff (District IV) - County Update

Susan Morgan introduced Supervisor Karen Mitchoff. She spoke about the budget hearings and the revision to Proposition 13. She also spoke about the issues going on with BART and the garbage rates going up because of non-recycling. She spoke about her support of Sheriff Livingston and said the cannabis situation is proving to be very difficult. She asked that the members go to the Contra Costa County Supervisors website and read further information on some of these issues <http://www.co.contra-costa.ca.us/193/Board-of-Supervisors>. There was a discussion on the possible exodus of people leaving California for various reasons – economy, property taxes, etc. She announced that the Pleasant Hill Library will be closed before the new one is completed.

Special District Highlights: Brian Helmick, East Contra Costa Fire Protection District

Brian Helmick provided a presentation. He also provided copies of the Strategic Plan and said they have been an Independent Special District since January 2019. He announced that their Board Meetings are the 2<sup>nd</sup> Wednesday of every month. He said to email him for any questions, [bhelmick@eccfpd.org](mailto:bhelmick@eccfpd.org).

Special District Highlights: Andrew Pierce, Contra Costa Mosquito and Vector Control District

Andrew Pierce gave a presentation on what they take care of and how they can help with mosquito and vector issues.

Finance Report (included FY Ending 6/30/2018 Budget) Approval of Budget Treasurer: Bert Michalczyk

This item was taken out of order and addressed after the meeting minutes approval. Bert Michalczyk spoke on the budget for approval and afterwards a vote was called for, and the budget was approved.

Executive Committee Feedback/Q&A

Caldwell said to send any ideas on how to keep the meetings on time to him because they tend to run late. He also announced that a 2<sup>nd</sup> person is still needed for the RDA Oversight Committee, and said the committee is to attend the meetings that take place two to three times per year.

Committee Reports Sent Via Email

LAFCO

**Meeting was adjourned at 12:24 p.m. and next meeting is a joint meeting with Alameda County Special Districts Chapter on July 15, 2019 at Amador Rancho Community Center Building, Bellevista Room, 1998 Rancho Park Loop, San Ramon, CA 94582**