



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

Wednesday, August 21st, 2024, 7:00pm  
Kensington Community Center, 59 Arlington Avenue,  
Kensington, CA 94707 (in-person and hybrid)

**How to Submit Public Comments:**

Prior to the meeting: Members of the public may submit public comment to the Board President and Board Clerk prior to the meeting by emailing: [public.comment@kensingtonfire.org](mailto:public.comment@kensingtonfire.org) by 2:00pm the day of the regular meeting, or by the time posted on the special meeting agenda. Such comments will be noted as received and their contents orally summarized; however, if you attend the meeting, you will need to make your comment during the meeting.

During the meeting: Public comment will be taken on each agenda item, and comment on issues not on the agenda will be taken at the beginning of the meeting (*regular meetings only*). Directors will also have an opportunity to comment on matters not on the agenda. Please address your comments to the Board of Directors and not to staff and/or the audience. Members of the public who attend the meeting either in-person or via Zoom are allowed to provide public comment verbally with a maximum allowance of 3 minutes per individual comment, subject to the Chair's discretion. Each member of the public will be allotted the same maximum number of minutes to speak as set by the Chair, except that public speakers using interpretation assistance will be allowed to testify for twice the amount of the public testimony time limit (California Government Code section 54954.3(a)).

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

*Via Zoom:* If participating via internet, please click the "raise hand" feature located within the Zoom application screen. If connected via telephone, please dial "\*9" (star, nine).

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

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

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

**Hybrid Meeting Option via Zoom Internet Address:**

<https://us06web.zoom.us/j/83111257473?pwd=0Xoxguk00yIsPsmZtERUUVnBbNrpJ7.1>

**Telephone Access:**

(669) 444-9171 or (253) 205-0468 or (719) 359-4580

**Webinar ID:** 831 1125 7473

**Passcode:** 112233

**1. CALL TO ORDER/ROLL CALL**

President Levine, Vice President Madugo, Secretary Artis, Director Stein, Director Watt

**2. PUBLIC COMMENT**

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

Directors will also have an opportunity to comment on matters not on the agenda.

**3. PUBLIC HEARING**

**a. Fire Hazard Abatement Hearing on the Designation of Properties Containing Fire Hazards**

Prior to beginning the public hearing, the President will ask those in the audience having objections to the designation of their property as containing fire hazards to identify their property addresses. Public Hearing Procedure: The President will open the public hearing and then:

- (a) Call for staff report and recommendation from staff.
- (b) Call for comments from those in the audience regarding fire hazard abatement.
- (c) Close the public hearing terminating public testimony. The Board of Directors will then deliberate the matter and arrive at a decision.

Action = Adopt Resolution 24-07 Declaring that Weeds, Rubbish, Litter or other Flammable Material on Designated Private Properties Constitutes a Public Nuisance and Providing for Notice that the Fire Chief or Designee Shall Abate Such Public Nuisance Conditions if not Abated by the Property Owner (Adopt)

**4. FISCAL YEAR 2022-23 ANNUAL AUDIT AND FINANCIAL STATEMENTS - Nigro & Nigro PC (Supporting Material)**

Nigro & Nigro PC will present this item for the Board to consider acceptance.

Action = Presentation, Discussion, and Motion

**5. ADOPTION OF CONSENT ITEMS**

Items listed below are consent items, which are considered 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 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, it will be removed from the list of consent items and considered separately on the agenda.

**a. Approval of Minutes** of the Board of Directors Regular meeting of 06/19/2024 and 07/17/2024 (Approve)

**b. Amendment of Minutes** of the Board of Directors Regular meeting of 07/13/2022  
*An error was brought to our attention and is shown in track changes* (Approve)

- c. **Acceptance of Incident Activity Report** July 2024 (Accept)
  - d. **Approval of Monthly Transmittal** 08/21/2024 (Approve)
  - e. **Approval of Monthly Financial Reports** 07/31/2024 (Approve)
6. **FIRE CHIEF'S REPORT** – Saylor (Supporting Material)  
Action = Presentation/Discussion
7. **Budget Amendment for Purchase of Defibrillator and EKG Monitors in the Amount of \$149,371.80** - Morris-Mayorga/Saylor (Supporting Material)  
The current defibrillator was recently determined to be in need of replacement, not included in the budget, and is requested for Board approval.  
Action = Presentation, Discussion, and Motion
8. **OLD BUSINESS**
- a. **Employment Agreement for General Manager Position** (Supporting Material)  
Action = Discuss and consider approval of an Employment Agreement for General Manager with associated FY 2024-25 budget adjustments for terms as needed.
  - b. **Possible capital expenditures of surplus available cash in fiscal year 2024-25** - Watt (Supporting Material)  
Action = Discussion, Direction, Motion
  - c. **General Manager's Report** - Morris-Mayorga (Supporting Material)  
Action = Presentation, Discussion, Direction, Motion
  - d. **Public Safety Building Project Update** – Morris-Mayorga (Supporting Material)  
A brief progress update on the PSB Seismic Renovation for June and July will be presented.
  - e. **Committee Reports**  
Informational reports from Board members or staff covering the following assignments:
    - i. **Emergency Preparedness Committee Meeting** – Levine/Madugo (Supporting Material)  
Report on the May 23 and June 19, 2024 meetings  
Action = Presentation, Discussion, Direction
    - ii. **Finance Committee Meeting** – Watt/Artis (Supporting Materials)  
Report on June 10, 2024 meeting  
Action = Presentation, Discussion, Direction
  - f. **Outside Agencies Reports**
    - i. **Contra Costa Special Districts Association** – Levine (Supporting Material)  
Action = Presentation, Discussion, Direction, Motion
9. **NEW BUSINESS**
- a. **Strategic Planning District Goals** – Morris-Mayorga (Supporting Material)  
The revised wording for goals will be discussed for direction and potential action.  
Action = Discussion, Direction, Motion
  - b. **Renewal of Contract For Emergency Preparedness Coordination** - Morris-Mayorga/Valenzuela (Supporting materials)  
The contract goals and provisions for FY 2024-25 contract renewal will be reviewed.  
Action = Discussion, Direction, Motion

**c. Hazardous Vegetation Removal Reimbursement Grant Program**

The Emergency Preparedness Committee has recommended that the focus of the Replanting Grant Program be changed to Hazardous Vegetation Removal.  
Action = Presentation, Discussion, Direction, Motion

**d. Resolution 2024-08 Supporting Findings in the Report of 2023-2024 Contra Costa County Civil Grand Jury: The CCC Community Warning System - Morris-Mayorga (Supporting Material)**

The Emergency Preparedness Committee has reviewed this report and recommends the Board consider adopting a resolution supporting relevant findings.  
Action = Presentation, Discussion, Direction, Motion

**e. District of Distinction Certificate Status - Morris-Mayorga (Supporting Material)**

Action = For information only

**10. GENERAL MANAGER'S REPORT - Morris-Mayorga (Supporting Material)**

Action = Presentation, Discussion, Direction, Motion

**11. EMERGENCY PREP COORDINATOR'S REPORT – Valenzuela (Supporting Material)**

Action = Presentation/Discussion

**12. PUBLIC SAFETY BUILDING PROJECT UPDATE – Morris-Mayorga (Supporting Material)**

A brief progress update on the PSB Seismic Renovation for August will be presented.  
Action = Presentation/Discussion

**13. COMMITTEE REPORTS**

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

**a. Emergency Preparedness Committee Meeting – Levine/Madugo (Supporting Material)**

Report on the July 25, 2024 meeting

Action = Presentation, Discussion, Direction

**b. Finance Committee Meeting – Watt/Artis (No report)**

**14. OUTSIDE AGENCIES REPORTS**

**a. Contra Costa Special Districts Association – Levine (No report)**

**15. ADJOURNMENT**

The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, September 18, 2024 at 7:00pm at the Kensington Community Center. The deadline for agenda items to be included in the Board packet is Wednesday, September 4, 2024, by 1:00pm. The deadline for agenda-related materials to be included in the Board Packet is Wednesday, September 11, 2024, by 1:00pm.



## AGENDA BILL

Subject: Annual Fire Hazard Abatement

Initiated by: Chase Beckman, Fire Marshal  
Traviss Crumpacker, Fire Prevention Officer

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BACKGROUND

The Fire Department is continuing its annual fire hazard abatement program. This program seeks to remove weeds, rubbish, litter or other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard. Most property owners voluntarily abate these hazards without Fire Department involvement. Ideally 100% of the property owners would do so. Experience in prior years suggests most will comply. Any property owners that do not comply will have the District do the work and place the costs on their tax bill.

ANALYSIS/DISCUSSION

The Fire Hazard Abatement process under the direction of the Fire Department should proceed according to Health and Safety Code Sections 14875 et seq which specify the following:

1. The El Cerrito Fire Department on behalf of the Kensington Fire Protection District has determined hazards that must be abated. Pursuant to these code sections, hazards are defined as weeds, rubbish, litter or other flammable materials which create a fire hazard or are otherwise noxious or dangerous and which exist on specific parcels of property within the boundaries of the District.
2. Notice was sent by mail that the Fire District has determined the existence of a public nuisance which must be abated and that a hearing will be held to consider any objections prior to ordering the Fire Chief or his designee to perform abatement.
3. At the August 21, 2024 meeting, the Board of Directors shall hear and consider all objections to the proposed removal of weeds, rubbish, litter or other flammable material. At the conclusion of the hearing, the Board of Directors shall by resolution allow or overrule any objections and order the Fire Chief or his designee to abate some or all of the public nuisance conditions on any remaining parcels which have not been voluntarily cleared by that time. The costs for abatement shall be assessed against the property as a lien and special assessment.
4. At the conclusion of the August 21, 2024 hearing, a second and final notice shall be sent to each property owner prior to abatement. This notice will order the immediate abatement of nuisance conditions. This notice will clearly state that if nuisance conditions are ignored, the Fire District shall cause abatement and costs for removal will be assessed against the property as a lien and special assessment. It will also indicate that if the conditions are voluntarily abated, the property shall be removed from the process.

5. By September 18, 2024, if the hazardous conditions are not removed prior to the arrival of the hazard abatement crew, the Kensington Fire Protection District shall cause the weeds, rubbish, refuse, and other flammable material to be removed and shall keep an account of the cost of abatement for each parcel or land where such work is performed.
6. At the October 16, 2024 Board meeting, the Fire Chief or his designee shall submit to the Board of Directors of the Fire District for confirmation an itemized written report showing the cost of abatement work performed. A copy of this report shall be posted for at least three days prior to its submission to the Board of Directors. Each property owner upon whose property abatement work was performed shall be sent written notice by mail of a hearing by the Board of Directors to consider the cost of abatement work performed on their property.
7. At the Board meeting on September 18, 2024 the Board of Directors of the Fire District shall receive and consider the written staff report on abatement actions taken by the District and shall hear any objections from the property owners liable to be assessed for the abatement. The Board of Directors may modify the staff report if deemed appropriate and then confirm the report by motion or resolution.
8. After the Board of Director’s confirmation of the report, a certified copy of the report shall be filed with the county auditor who shall add the amount of the assessment to the next regular tax bill levied against the parcel.

FINANCIAL CONSIDERATIONS

The abatement program will be administered by Fire Department staff with minimum costs expended for printing and mailing. Abatement work will be completed by private contract labor as appropriate. Program costs will be recovered through the special assessment and lien process.

LEGAL CONSIDERATIONS

The Fire District’s Attorney has reviewed and approved the process. The Fire Hazard Abatement Program is exempt from California Environmental Quality Act (CEQA) pursuant to sections 15304 and 15308 or the CEQA Guidelines. Therefore, no further CEQA review is required.

RECOMMENDATION

Staff recommends that the Kensington Fire Protection District authorize through the adoption of Resolution 24-07 the initiation of the abatement process by declaring weeds, rubbish, litter, and other flammable material on specific parcels of property within District boundaries as public nuisances, which must be abated.

Reviewed by: \_\_\_\_\_  
Chase Beckman, Fire Marshal

ATTACHMENTS

Resolution 24-07

Exhibit A of Address's and APN #'s

Initial Fire Hazard Letter from the Fire Marshal

Fire Marshal's Letter of Declared Fire Hazard to be mailed 8/22/24

Kensington Vegetation Management Standards

Kensington Vegetation Management Standards Checklist

Fire Hazard Abatement Inspection Form - Example



## RESOLUTION 2024-07

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT DECLARING THAT WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON DESIGNATED PRIVATE PROPERTIES CONSTITUTES A PUBLIC NUISANCE AND PROVIDING FOR NOTICE THAT THE FIRE CHIEF OR DESIGNEE SHALL ABATE SUCH PUBLIC NUISANCE CONDITIONS IF NOT ABATED BY THE PROPERTY OWNER**

**WHEREAS**, Health and Safety Code Sections 14875 et seq provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

**WHEREAS**, the Fire Marshal for the Kensington Fire Protection District has identified in Exhibit A to this resolution those private properties, by street name, lot and block number, on which the presence of weeds, as defined in Health and Safety Code Section 14875, constitute a public nuisance; and

**WHEREAS**, Health and Safety Code Sections 14890 through 14899 provide that notice shall be provided to each person to whom the properties identified in Exhibit A is assessed informing those persons that unless the property owner abates those nuisance conditions, that the Fire District shall abate the public nuisance. The notice shall further state that if the Fire District must abate the public nuisance, then the cost of abatement shall be assessed against the property as a special assessment. The notice shall also specify a date for a hearing at which property owners may present objections to the designation of their properties as public nuisances or to the proposed removal of the weeds by the Fire District; and

**WHEREAS**, Health and Safety Code Section 14900 provides that after the hearing, the local legislative body may, by motion or resolution, order the Fire Chief or designee to abate the public nuisance. After further proceedings, these abatement costs may be assessed against the property as a special assessment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Kensington Fire Protection District that the properties listed in Exhibit A to this resolution are declared a public nuisance and such nuisance conditions shall be ordered abated because the presence of weeds, rubbish, litter or other flammable material on those properties create a fire hazard, a menace to the public health or are otherwise noxious or dangerous.

**BE IT FURTHER RESOLVED** that the notice shall state that a public hearing shall be held on September 18, 2024 at 7:00 p.m. at a location to be publicly noticed 72 hours prior to the meeting in accordance with the Brown Act. At this hearing, the Board shall receive a written staff report on abatement actions and any objections shall be heard from the property owners identified in Exhibit A liable to be assessed for the abatement.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 21<sup>st</sup> day of August 2024 by the following vote of the Board.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Daniel Levine, President**

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**Rick Artis, Secretary**

**EXHIBIT A1**

**As of 8/21/24**

Kensington Fire Protection District  
List of Real Property Constituting Public Nuisances

<u>APN</u>	<u>Street Address</u>
570-251-006-5	259 Los Altos Dr.
572-080-017-5	10 Garden Dr.
572-027-008-0	23 Highland Blvd





## EL CERRITO-KENSINGTON FIRE DEPARTMENT

### Fire Prevention Office

10900 San Pablo Avenue, El Cerrito, CA 94530

(510) 215-4457 FAX (510) 232-4917 fpo@ci.el-cerrito.ca.us



July XX, 2024

Parcel Number: «APN»

Property Address: «Parcel\_Address» «Parcel\_Street», Kensington, CA 94708

Property Owner: «Legal\_Property\_Owner»

Property Owner's Address: «Mailing\_Address», «Mailing\_City», «Mailing\_State» «Mailing\_Zip»

Dear Kensington Property Owner:

With the State's winter rain, the community is facing unprecedented vegetation growth as we head into peak fire danger season. To reduce the fire danger on private property and provide greater community safety, the Fire Department has been inspecting properties and checking for fire hazards. Recently your property listed above was found that it **does not comply** with the Vegetation Management Guidelines set forth in the Kensington Fire Protection District Vegetation Management Standards. You are being notified now so that you may, if you have not already done so, take steps to remove those fire hazard conditions found on your property.

Enclosed is a copy of the Fire Hazard Reduction Inspection form specifying those areas that are not in compliance as well as the Fire Hazard Reduction Guidelines and Fire Hazard Reductions Checklist that can assist you in bringing your property into compliance. More information on the Vegetation Management Standards and Guidelines may be found on the Fire District's website at: [www.kensingtonfire.org](http://www.kensingtonfire.org) under Vegetation Management Standards. Additional information is also available at [www.readyforwildfire.org](http://www.readyforwildfire.org) or [www.cafiresafecouncil.org](http://www.cafiresafecouncil.org) as well as many others.

If you have recently completed the work to meet these standards, no further action is required. If not, your property is required to be brought into compliance no later than August 14, 2024. There is no need to contact Fire Department upon completion as we will be re-inspecting all properties. When the Fire Department has cleared your property, it will be dropped from our list and no further action will be taken at that time.

On August 21, 2024 at 7:00PM the Kensington Fire Protection Board of Directors will hold a public hearing to declare those properties still not in compliance as a public nuisance. Your property is at risk of being declared a public nuisance and subject to further abatement actions. In accordance with the Government Code, you may appear before the Board at this public hearing to dispute this declaration.

If you have not done so already, please take immediate action to remove those fire hazard conditions and we thank you for your cooperation in helping us make Kensington a more fire safe community.

Sincerely,

*Chase Beckman*

Chase Beckman  
Fire Marshal



# KENSINGTON FIRE PROTECTION DISTRICT

c/o El Cerrito Fire Department  
10900 San Pablo Avenue  
El Cerrito, CA 94530  
(510) 215-4450  
FAX (510) 232-4917

August 22, 2024

Parcel Number: **XXX-xxx-XXX**  
Property Address: \_\_\_\_\_ Kensington, CA 9470X  
Property Owner: \_\_\_\_\_  
Property Owner's Address: \_\_\_\_\_

## **NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH, REFUSE AND OTHER FLAMMABLE MATERIAL**

On **August 21, 2024**, the Kensington Fire Protection District Board of Directors declared that your property in the Kensington community, designated above by address and parcel number, constitutes a public nuisance because of the presence of weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health, or is otherwise noxious or dangerous.

A previous notice was sent to you informing you of the August 21, 2024 hearing and further informing you of your obligation to remove the weeds, rubbish, refuse and other flammable material from your property. **If you do not immediately abate these nuisance conditions, the District will do so and the costs for removal of the weeds, rubbish, refuse and other flammable material will be assessed against your property as a lien and special assessment.** These removal costs shall then be collected in the time and manner of ordinary municipal taxes.

**You will not receive any further notices from the District prior to this removal.** The District shall perform this removal either through its own staff or through private contract sometime between **September 18, 2024 and October 1, 2024**. It is impossible to predict what it will cost the District to remove these nuisance conditions from your property. The costs depend on the severity of those conditions. In past years these abatement costs have sometimes exceeded \$8,000 per parcel for those parcels with severe nuisance conditions.

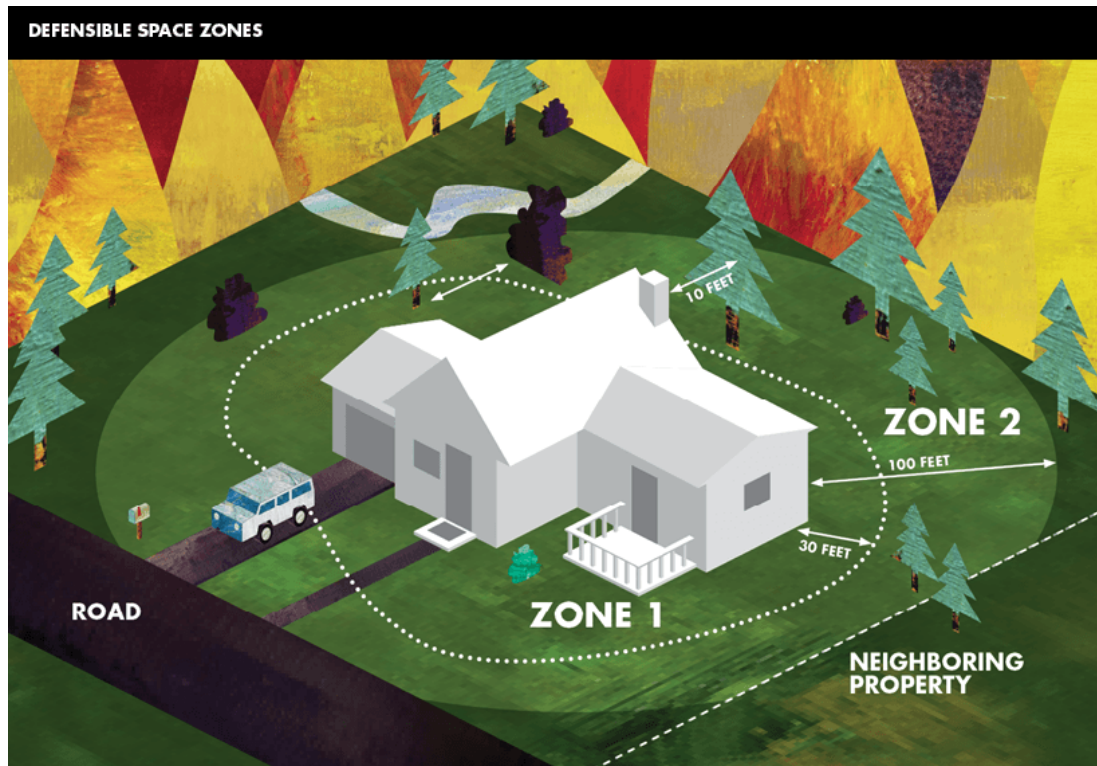
The Kensington Fire Protection District Board of Directors will hold a public hearing on **October 16, 2024 at 7:00 p.m.** At this hearing, the Board will receive the staff report and cost of abatement for your property. Objections to the abatement costs can be heard at this public hearing. Contact the Fire Department for the location of the meeting or go to the Kensington Fire Protection District website at <https://www.kensingtonfire.org/meetings> for meeting information.

If you have any questions, contact the Fire Department at 10900 San Pablo Avenue, El Cerrito, CA 94530. The phone number is (510) 215-4457.

*Chase Beckman*

Chase Beckman  
Fire Marshal

# Kensington Fire Protection District Fire Hazard Reduction Guidelines



## *Zone 1*

Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

- Remove all dead plants, grass and weeds (vegetation).
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark.
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3<sup>rd</sup> of their height up to 6' above the ground, but in no case less than 18 inches from the ground.
- Relocate wood piles to Zone 2 if applicable.
- Remove or prune flammable plants and shrubs near windows.
- Remove vegetation and items that could catch fire from around and under decks.
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.

## *Zone 2*

Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in only those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line. NOTES: (1) All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements: (2) The vast majority of the entire community of Kensington is in the VHFHSZ.

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches.
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.



## Fire Hazard Reduction Checklist



### Zone 1 Requirements

**Definition:** Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones

- Remove all dead plants, grass and weeds within 30 feet of buildings, structures, decks, etc.
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3<sup>rd</sup> of their height up to 6' above the ground, but in no case less than 18" from the ground
- Relocate wood piles to Zone 2 if applicable
- Remove or prune flammable plants and shrubs near windows
- Remove vegetation and items that could catch fire from around and under decks
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials
- Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line

### Zone 2 Requirements

**Definition:** Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. NOTE: All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground
- Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line

**To find out if your property is located within the Very High Fire Hazard Severity Zone, go to : <https://egis.fire.ca.gov/FHSZ/> On the upper left hand side, click on the bottom icon for Address Search.**

# **Kensington Fire Protection District Fire Hazard Reduction Program**

## **I. INTRODUCTION**

### **A. Purpose of Vegetation Management Standards**

California communities have experienced devastating fire loss because of the severity of fires which occur in the wildland interface areas. These areas exist in the community of Kensington. In these areas the risk of conflagration is increased further by homeowners who create or do not maintain landscaping on their properties. Homes are threatened by fire every year in California largely because of heavy vegetation fuel load very near structures.

Very High Fire Hazard Severity Zones (VHFHSZ) have been identified within the Kensington community by the Kensington Fire Protection District and CAL Fire. As specified by State Law AB 337, property owners within the VHFHSZ must take special precautions with their property, including vegetation management, to reduce the risk of fire. All Kensington property owners must comply with the District's Fire Hazard Reduction standards.

The buildup of unmanaged vegetation, whether native or non-native, steep hillsides with canyons, draws, and periods of extremely hot, dry weather all combine to create in Kensington the potential for catastrophic fire behavior. Catastrophic fires can destroy large numbers of homes, threaten public safety and severely damage the natural areas which contribute to our high quality of living.

A key goal of Kensington's community fire protection planning is to reduce the level of fire hazards throughout the community and particularly in the VHFHSZ. While it is not possible to eliminate all threats of catastrophic wildfire, fire hazards can be reduced to acceptable levels and still allow a "green" community.

Vegetation management planning in the VHFHS Zone focuses on areas where fire poses the greatest risk to life and property. Fires will continue to be a part of California urban living. By implementing vegetation management standards, Kensington residents can significantly reduce the potential a small fire will grow into a catastrophic event. An important component of reducing the community's fire risk requires vegetation management to be practiced by all property owners.

No person shall be prosecuted criminally under the provisions of Section 4 of the Kensington Fire Protection District Ordinance 95-1 until that person has received written notice of how that property violates these standards and until that person has had the reasonable opportunity to meet with District staff concerning the violation. Civil Enforcement of these guidelines as provided for in Section 5 of Ordinance 95-1, pursuant to California Health and Safety Code Section 14912 et. seq. Civil procedures for fire hazard abatement include providing the property owner with (1) written notice on how the property violates these guidelines, (2) reasonable opportunity to comply with the guidelines and (3) opportunity to be heard before the Board of Directors of the Kensington Fire Protection District.

## **II. FIRE HAZARD REDUCTION GUIDELINES**

Many factors combine to create a fire hazard on any specific property. It is difficult to single out a specific vegetation species or configuration to declare it either fire hazardous or completely fire safe in all situations. The Fire Department has developed guidelines conforming to State Law and National Fire Protection Standards which address most situations found on private property within Kensington.

### **A. Hazard Zones**

A portion of the Kensington community lies adjacent or near to large wildland areas containing steep slopes and naturally growing vegetation. Every year under certain critical weather conditions, the neighborhoods near these wildland areas are at heightened risk of seasonal wildfire sweeping into the community and burning homes. These areas at heightened risk of wildfire have been designated as Very High Fire Hazard Severity (VHFHS) Zones as designated by CAL Fire. Fire hazard reduction measures common to the entire community are required on both vacant and developed lots.

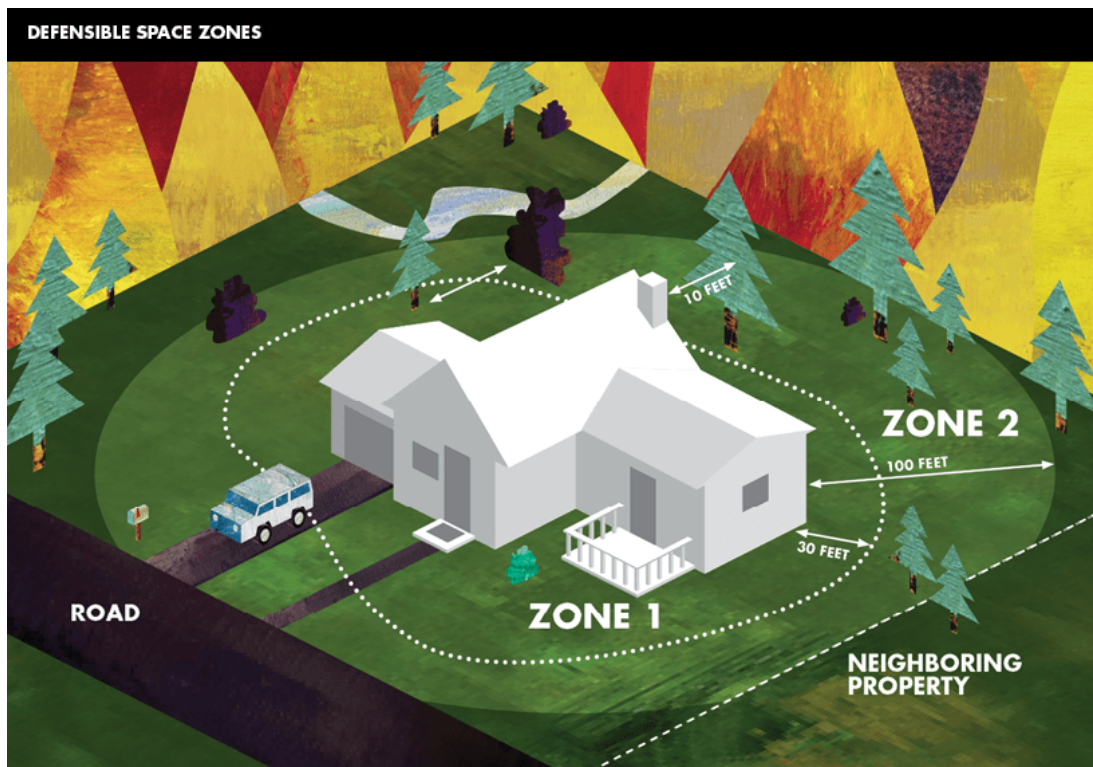


B. Defensible Space

Defensible space is essential to improve your home's chance of surviving a wildfire. It is the buffer you create between a building on your property and the grass, trees, shrubs, or any wildland area that surround it. This space is needed to slow or stop the spread of wildfire and it helps protect your home from catching fire—either from direct flame contact or radiant heat. Defensible space is also important for the protection of the firefighters defending your home.

Defensible Space Zones

Two zones make up the required 100 feet of defensible space.



*Zone 1*

Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

- Remove all dead plants, grass and weeds (vegetation).
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark.
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3<sup>rd</sup> of their height up to 6' above the ground, but in no case less than 18 inches from the ground.
- Relocate wood piles to Zone 2 if applicable.
- Remove or prune flammable plants and shrubs near windows.
- Remove vegetation and items that could catch fire from around and under decks.
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.



## ***Zone 2***

Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in only those areas within Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line. NOTES: (1) All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements. (2) The vast majority of the entire community of Kensington is in the VHFHSZ.

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches.
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.

### **C. Additional Considerations for Vegetation Management**

1. The Fire Hazard Abatement Program is intended to promote community fire safety by reducing the combustible vegetation fuel mass on private properties. Clearing vegetation by heavy construction methods, such as grading, discing, trenching or dozing shall require special permits from the County. **Disposal by burning is not permitted.**
2. Any parcel where slope stability will be threatened by removal of plants may be exempt from treatment requirements or subject to alternate treatments. The property owner must submit a report documenting the probability of slope failure due to vegetation removal, prepared by a licensed civil, geotechnical or soils engineer. The report shall propose alternative treatment methods to address fire hazards. The report will be reviewed by staff. Review and acceptance by the District of alternative treatment will supersede other requirements.
3. Any parcel or lot which includes plant or animal species that are rare, endangered or of special concern may qualify for alternative plant treatment and spacing requirements. The property owner must submit a report from a qualified resource biologist or landscape architect describing the species, actions required to preserve its environmental value, and proposed alternative measures to address fire hazards. The report will be reviewed by the District. Review and acceptance by the District of alternative treatment will supersede other requirements.

### **D. Planting Considerations**

Any plant will burn if the conditions are right. Some plants are considered to be extremely flammable while other plants are considered to have some resistance to fire. Verifiable tests of fire exposure characteristics for all specific ornamental landscaping plants are not available.

The Vegetation Management Standards for the Kensington Fire Protection District utilizes available information from the Diablo Firesafe Council at <http://diablofiresafe.org/tolerance.html> under Table 1 Plants with a Favorable Fire performance Rating in 3 or More References.

At the base of trees and shrubs, replace flammable vegetation with bark, mulch, rock, gravel or low-growing or more fire-resistant ground covers. This cover reduces the fire danger and minimizes weeds.

Avoid placing medium-sized shrubs beneath trees or taller shrubs. By breaking up the available fuel mass in ornamental landscaping, a fire will be kept at lower intensity, flame lengths will be shorter and fire will be less likely to form a continuous line or front.

### **E. Structural Fire Safety**

The District's roofing and vegetation management standards are designed to reduce the amount of airborne burning material, limiting fire spread. Once a fire starts, it is often accelerated by wind-borne burning material.

Burning embers or brands are the main source of fire spread in mixed urban-wildland fires. The roof of a house is most vulnerable to this type of ignition followed by openings such as vents. Spark arresters with a maximum of ½ inch openings in the mesh are required over the outlet of every chimney. Class A is the top rating for fire resistive roofing, followed by Classes B and C. State and District Ordinance requires that all roofing be Class B or better, and wood shake shingle roofing materials are prohibited in new construction or replacement of more than 50% of the roof. It is recommended to cover vent openings with ¼ inch openings in the mesh to prevent flying embers from entering the structure.

### III. GLOSSARY OF TERMS

The following terms are used to describe the vegetation management standards in California State Law and in the Kensington Fire Protection District's Fire Hazard Reduction Program.

**Very High Fire Hazard Severity (VHFHS) Zones:** Any geographic area designated per Government Code Section 51178 to contain the type and condition of vegetation, topography, weather and structure density to potentially increase the possibility of wildland conflagration fires. As a community adjacent to extensive wildland areas, the community of Kensington is made up on mostly VHFHS zones. A CAL Fire interactive map of these zones is available at <https://egis.fire.ca.gov/FHSZ/>. Fire hazard reduction standards are more extensive for properties located within VHFHS zones.

**Defensible Space:** A concept in landscape design for homes which provides a band of managed vegetation around a home that slows movement of fire by reducing or denying fuel and provides a space for firefighters to take a stand to protect the house.

**Fire Resistant Plants:** A relative term used to describe plants that are “more resistant: or “less resistant” than other plants to fire. Given enough heat, all vegetation will burn. Yet plants in fact differ in how fast they burn, how high a flame they produce and their ability to survive fire. Fire resistance is enhanced by higher amounts of moisture within twigs and foliage. Fire-resistant plants can lose this quality altogether if not properly maintained and irrigated. The Vegetation Management Standards for Kensington utilizes available information from the Diablo Firesafe Council at <http://diablofiresafe.org/tolerance.html> under Table 1 Plants with a Favorable Fire performance Rating in 3 or More References.

**Fire Hazardous Vegetation:** Plants which can burn easily because they generate dry undergrowth, contain flammable oils or produce significant quantities of dead or dying material. Hazardous vegetation is fuel which must be removed or strictly maintained so as not to constitute a fire hazard by igniting easily and then contributing to rapid fire spread. Seasonally dry grass, weeds, brush, and unmaintained and unirrigated trees and ornamental vegetation are examples of fire hazardous vegetation. Properly chipped, mulched and disbursed material does not constitute fire hazardous vegetation. Fire hazardous vegetation is also known as **flammable vegetation and combustible growth.**

**Ornamental Landscaping:** Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire-resistant plants and the removal of fire hazardous vegetation will enhance fire safety.

**Zone 1:** Extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones. In Zone 1 vacant lots shall be maintained to be 10 feet wide along the property line.

**Zone 2:** Extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. In Zone 2 vacant lots shall be maintained to be 30 feet wide along the property line. For properties within Zone 2, all Zone 1 requirements shall be enforced in addition to Zone 2 requirements.



## Fire Hazard Reduction Checklist



### **Zone 1 Requirements**

**Definition:** Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones

- Remove all dead plants, grass and weeds within 30 feet of buildings, structures, decks, etc.
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3<sup>rd</sup> of their height up to 6' above the ground, but in no case less than 18" from the ground
- Relocate wood piles to Zone 2 if applicable
- Remove or prune flammable plants and shrubs near windows
- Remove vegetation and items that could catch fire from around and under decks
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials
- Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line

### **Zone 2 Requirements**

**Definition:** Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. **NOTE: All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements**

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground
- Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line

**To find out if your property is located within the Very High Fire Hazard Severity Zone, go to <https://egis.fire.ca.gov/FHSZ/> On the upper left hand side, click on the bottom icon for Address Search.**



**EL CERRITO FIRE DEPARTMENT  
KENSINGTON FIRE PROTECTION DISTRICT**



**10900 San Pablo Avenue, El Cerrito, Ca. 94530 (510) 215-4450  
Fire Hazard Reduction Inspection**

Owner/Tenant	Site Address	City	State	Zip Code
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Legal Propety Owner	Mailing Address	City	State	Zip Code
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APN # \_\_\_\_\_

**YOUR PROPERTY IS NOT IN COMPLIANCE WITH THE FIRE CODE.  
YOU MUST COMPLETE THE FOLLOWING REQUIREMENTS:**

**ZONE 1**

**Zero to 30 feet from buildings, structures, decks,etc. in all portions within El Cerrito and Kensington**

- \_\_\_\_ 1. Remove all dead plants, grass and weeds.
- \_\_\_\_ 2. Remove dead or dying leaves and pine needles from your yard, roof and rain gutters.
- \_\_\_\_ 3. Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- \_\_\_\_ 4. Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter.
- \_\_\_\_ 5. On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3 of their height up to 6' above the ground, but in no case less than 18" from the ground.
- \_\_\_\_ 6. Relocate wood piles to Zone 2 if applicable.
- \_\_\_\_ 7. Remove or prune flammable plants and shrubs near windows.
- \_\_\_\_ 8. Remove vegetation and items that could catch fire from around and under decks.
- \_\_\_\_ 9. Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.
- \_\_\_\_ 10. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

**ZONE 2**

**Thirty to 100 feet from buildings, structures, decks, etc. for all parcels within the Very High Fire Hazard Severity Zone. Zone 1 requirements shall be followed in addition to Zone 2 requirements.**

- \_\_\_\_ 1. Cut or mow weeds and grass to a maximum height of 6 inches.
- \_\_\_\_ 2. All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.
- \_\_\_\_ 3. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line.

COMMENTS:

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Inspected by	Inspection #	Date	Time
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## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** August 21, 2024  
**TO:** Board of Directors  
**RE:** FY 2022-23 Annual Audit and Financial Statements  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

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### **Recommended Action**

Staff recommends that the Board accept the Fiscal Year 2022-23 Annual Audit and Financial Statements as prepared and presented by the audit firm, Nigro & Nigro PC.

### **Background**

Each year the District engages the services of a certified public accountant, now Nigro & Nigro PC, to audit the financial statements. The District's accounting firm, Maze & Associates, prepared the financial statements for the fiscal year ending June 30, 2023 and provided supporting financial schedules as requested by the auditors. Normally, the audit would be presented to the Board of Directors by the end of December; however, with the internal staffing transition and change to a new audit firm the timing this year was delayed. We are already in the planning stages for the current audit to avoid that in the future.

Based upon the audit procedures performed, Nigro & Nigro PC has rendered their opinion that the District's financial statements present fairly, in all material respects, the District's financial position as of June 30, 2023, and the results of the governmental activities and the budgetary comparison information for the year then ended, in accordance with generally accepted accounting principles. This is commonly referred to as a "clean" or "unmodified" audit opinion and is the desired opinion.

### **Fiscal Impact**

The cost of the annual audit was included in the budget.

**Attachments:** Presentation to the Board of Directors  
Letter to Board of Directors  
Financial Statements and Independent Auditors' Report for FY 2022-23

**KENSINGTON FIRE PROTECTION DISTRICT**  
**Presentation to the Board of Directors**  
**For the Fiscal Year Ended**  
**June 30, 2023**

**NIGRO & NIGRO<sup>PC</sup>**





## SCOPE OF WORK

Perform Audit Testwork of the Entity's Annual Financial Statements/Report

Report on the Entity's internal control over financial reporting and on compliance in accordance with Government Auditing Standards

## OUR RESPONSIBILITY IN ACCORDANCE WITH PROFESSIONAL STANDARDS

1. Form and express an opinion about whether the Annual Financial Statements results, that have been prepared by management, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.
2. Our responsibility is to plan and perform the audit to obtain **reasonable assurance (not absolute assurance)** about whether the Annual Financial Statements are free of material misstatements.
3. We are to consider the Entity's internal controls and segregations of duties over accounting procedures and financial reporting as we perform our audit testwork. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal controls.

## AUDIT RESULTS

An Auditor's **Unmodified Opinion** has been issued on the Annual Financial Statements.

- The Annual Financial Statements are fairly presented in all material respects.
- The adopted significant accounting policies have been consistently applied.
- Estimates are considered reasonable for Depreciation and OPEB expenses.
- Required disclosures are properly reflected in the Annual Financial Statements.

## AU-C 265 – Communicating Internal Control Related Matters Identified in an Audit

**No Material Issues Arose to be Reported to the Governing Board/Management**

**Any Minor Issues Were Discussed Orally and Corrected by Management**

## How Do We Make You Better?

**Best Practice Solutions Were Conveyed to Management – That's the Audit ROI**

**Kensington Fire Protection District**  
**Dashboard – Audited Financial Statements**  
**June 30, 2023 vs 2022**

Revenues & Expenses	2023	2022	Variance
<b>General Revenues:</b>			
Property Taxes - 10.0%	5,288,892	4,807,946	480,946
Special Tax	200,437	204,418	(3,981)
Rental Income	3,050	36,603	(33,553)
Investment Earnings	153,346	14,188	139,158
Other Revenues	990	428,441	(427,451)
<b>Total Revenues</b>	<u>5,646,715</u>	<u>5,491,596</u>	<u>155,119</u>
<b>Expenses:</b>			
Salaries & Wages	173,327	161,108	12,219
Employee Benefits	20,246	(115,892)	136,138
Fire Contract – El Cerrito	3,921,037	3,649,035	272,002
Materials & Services	412,682	384,969	27,713
Depreciation Expense	173,673	169,385	4,288
Cost of Debt Issuance	92,000	-	92,000
Interest Expense	83,272	-	83,272
<b>Total Expenses</b>	<u>4,876,237</u>	<u>4,248,605</u>	<u>627,632</u>
<b>Change in Revenues &amp; Expenses</b>	<u>\$ 770,478</u>	<u>\$ 1,242,991</u>	<u>\$ (472,513)</u>

<b>Capital Outlay:</b>			
<b>Capital Asset Additions</b>	\$ (2,588,291)	\$ (551,601)	\$ (2,036,690)
<b>Depreciation Expense</b>	<u>173,673</u>	<u>169,385</u>	<u>4,288</u>
<b>Change in Capital Expense</b>	<u>(2,414,618)</u>	<u>(382,216)</u>	<u>(2,032,402)</u>

<b>Debt Service:</b>			
<b>Principal Issued</b>	\$ 2,160,000	\$ -	\$ 2,160,000
<b>Principal Paid</b>	<u>-</u>	<u>87,879</u>	<u>(87,879)</u>
<b>Change in Debt Service</b>	<u>\$ 2,160,000</u>	<u>87,879</u>	<u>2,072,121</u>

<b>Cash &amp; Investments</b>	<u>\$ 10,861,083</u>	<u>\$ 10,411,735</u>	<u>\$ 449,348</u>
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<b>Quick Summary:</b>			
<b>Change in Revenues &amp; Expenses</b>	\$ 770,478		
<b>Change in Capital Expense</b>	(2,414,618)	Use of Cash	
<b>Change in Debt Service</b>	2,160,000	Use of Cash	
<b>Change in OPEB Expense</b>	(37,592)	Non-Cash	
<b>Change in El Cerrito Payable</b>	(45,611)	Non-Cash	
<b>Change in Accrued Interest</b>	29,304	Non-Cash	
<b>Change in Cash &amp; Investments</b>	<u>\$ 461,961</u>	<b>Approximately</b>	<u>\$ 12,613</u>

<b>Investment Earnings to Portfolio</b>	<u>1.44%</u>
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**KENSINGTON FIRE PROTECTION DISTRICT**  
**Report to the Board of Directors**  
**For the Fiscal Year Ended**  
**June 30, 2023**

**NIGRO & NIGRO<sup>PC</sup>**

**KENSINGTON FIRE PROTECTION DISTRICT**

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*For the Fiscal Year Ended June 30, 2023*

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Board of Directors  
Kensington Fire Protection District  
Kensington, California

We are pleased to present this report related to our audit of the financial statements of the Kensington Fire Protection District (District) as of and for the year ended June 30, 2023. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the District's financial reporting process.

This report is intended solely for the information and use of the Board of Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the District.

Very truly yours,

Murrieta, California  
July 31, 2024

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## ***Required Communications***

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**KENSINGTON FIRE PROTECTION DISTRICT**

*Required Communications*

*For the Fiscal Year Ended June 30, 2023*

Generally accepted auditing standards (AU-C 260, *The Auditor’s Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
<p><b>Our Responsibilities with Regard to the Financial Statement Audit</b></p>	<p>Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated February 28, 2024. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.</p>
<p><b>Overview of the Planned Scope and Timing of the Financial Statement Audit</b></p>	<p>An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involved judgment about the number of transactions and the account-type of areas tested. There were no changes to the planned scope and timing of our audit testwork.</p>
<p><b>Accounting Policies and Practices</b></p>	<p><b>Accounting Policies and Practices</b> Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. During our audit, no such circumstances were noted.</p> <p><b>Adoption of, or Change in, Significant Accounting Policies or Their Application</b> Management has the ultimate responsibility for the appropriateness of the accounting policies used by the District. The District did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current period.</p> <p><b>Significant or Unusual Transactions</b> We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p> <p><b>Management’s Judgments and Accounting Estimates</b> Accounting estimates are an integral part of the preparation of financial statements and are based upon management’s current judgement. No such significant accounting estimates were noted or estimate applications were changed from the previous year.</p>
<p><b>Audit Adjustments</b></p>	<p>Audit adjustments are summarized in the attached <b>Summary of Adjusting Journal Entries</b>.</p>
<p><b>Uncorrected Misstatements</b></p>	<p>We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.</p>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Required Communications*

*For the Fiscal Year Ended June 30, 2023*

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<b>Area</b>	<b>Comments</b>
<b>Discussions With Management</b>	We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District’s auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.
<b>Disagreements With Management</b>	We encountered no disagreements with management over the application of significant accounting principles, the basis for management’s judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.
<b>Consultations With Other Accountants</b>	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
<b>Significant Issues Discussed With Management</b>	No significant issues arising from the audit were discussed or the subject of correspondence with management.
<b>Significant Difficulties Encountered in Performing the Audit</b>	No significant difficulties were encountered in performing our audit.
<b>Required Supplementary Information</b>	We applied certain limited procedures to the: <ol style="list-style-type: none"><li>1. Management’s Discussion and Analysis</li><li>2. Budget to Actual Comparison</li><li>3. RSI – OPEB Disclosures</li></ol> Which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

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

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***Summary of Adjusting Journal Entries***

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**KENSINGTON FIRE PROTECTION DISTRICT**

*Summary of Adjusting Journal Entries  
For the Fiscal Year Ended June 30, 2023*

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*See Attached Schedule*

Account	Description	Debit	Credit
<b>Adjusting Journal Entries</b>			
<b>Adjusting Journal Entries JE # 1</b>			
Adjust FMV on investment			
8010	Unrealized gain/loss	41,029.27	
1007A	FMV Adjustment		41,029.27
<b>Total</b>		<b>41,029.27</b>	<b>41,029.27</b>
<b>Adjusting Journal Entries JE # 2</b>			
To record prior year fmv adjustment to			
7001	Fund Equity - Capital Projects	45,309.00	
1003A	FMV GENERAL		40,185.00
1004A	FMV SPECIAL TAX		3,562.00
1005A	FMV CAPITAL		1,562.00
<b>Total</b>		<b>45,309.00</b>	<b>45,309.00</b>
<b>Adjusting Journal Entries JE # 3</b>			
To restate cash in county error			
1003	General Fund	67,453.46	
7001	Fund Equity - Capital Projects		67,453.46
<b>Total</b>		<b>67,453.46</b>	<b>67,453.46</b>
<b>Adjusting Journal Entries JE # 4</b>			
To book current year FMV			
1004A	FMV SPECIAL TAX	923.00	
8010	Unrealized gain/loss	50,646.00	
1003A	FMV GENERAL		37,756.00
1005A	FMV CAPITAL		13,813.00
<b>Total</b>		<b>51,569.00</b>	<b>51,569.00</b>
<b>Adjusting Journal Entries JE # 5</b>			
To adjust loan and accrued interest payable and cost of issuance			
9550	Interest expense (NEW)	53,968.00	
9550	Interest expense (NEW)	29,304.00	
9550	Interest expense (NEW)	92,000.00	
6004	PSB Renovation Loan		53,968.00
6004	PSB Renovation Loan		92,000.00
6100	Interest payable (NEW)		29,304.00
<b>Total</b>		<b>175,272.00</b>	<b>175,272.00</b>
<b>Adjusting Journal Entries JE # 6</b>			
To restate cash in revolving account			
7001	Fund Equity - Capital Projects	22,181.70	
1002	KFPD Revolving Acct - Gen Fund		22,181.70
<b>Total</b>		<b>22,181.70</b>	<b>22,181.70</b>

Account	Description	Debit	Credit
<b>Adjusting Journal Entries</b>			
<b>Adjusting Journal Entries JE # 7</b>			
To adjust loan for remainder that is owed from escrow			
2001	Accounts Receivable	474,571.37	
6004	PSB Renovation Loan		474,571.37
<b>Total</b>		<b>474,571.37</b>	<b>474,571.37</b>
<b>Adjusting Journal Entries JE # 8</b>			
Adjust Fund Balance			
9037	DISTRICT ACTIVITIES:Office:Office Supplies	37.24	
7001	Fund Equity - Capital Projects		37.24
<b>Total</b>		<b>37.24</b>	<b>37.24</b>
	<b>Total Adjusting Journal Entries</b>	<b>877,423.04</b>	<b>877,423.04</b>

**KENSINGTON FIRE PROTECTION DISTRICT  
FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT  
For the Fiscal Year Ended  
June 30, 2023  
(With Comparative Information as of June 30, 2022)**

**NIGRO & NIGRO<sup>PC</sup>**



**KENSINGTON FIRE PROTECTION DISTRICT**  
*For the Fiscal Year Ended June 30, 2023*  
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***Financial Section***

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Kensington Fire Protection District  
Kensington, California

### Opinion

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Kensington Fire Protection District (District) as of and for the fiscal year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2023, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

## **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis information, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, and schedule of changes in the District's total OPEB liability and related ratios be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

## **Prior-Year Comparative Information**

The financial statements include partial prior-year comparative information. Such information does not include sufficient detail to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the District's financial statements for the year ended June 30, 2022, from which such partial information was derived.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a separate report dated July 31, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Murrieta, California  
July 31, 2024

**KENSINGTON FIRE PROTECTION DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
 For the Fiscal Year Ended June 30, 2023

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Management's Discussion and Analysis (MD&A) offers readers of Kensington Fire Protection District's financial statements a narrative overview of the District's financial activities for the fiscal year ended June 30, 2023. This MD&A presents financial highlights, an overview of the accompanying financial statements, an analysis of net position and results of operations, a current-to prior year analysis, a discussion on restrictions, commitments and limitations, and a discussion of significant activity involving capital assets and long-term debt. Please read in conjunction with the financial statements, which follow this section.

**FINANCIAL HIGHLIGHTS**

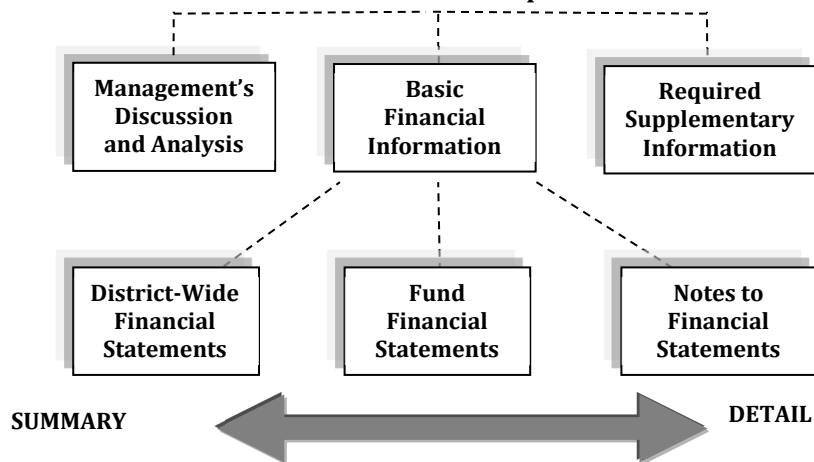
- The District's net position increased \$770,516 as a result of this year's operations.
- Total revenues from all sources increased by 3.01%, or \$159,100 from \$5,287,178 to \$5,446,278, from the prior year, primarily due to increases in property taxes of \$480,946.
- Total expenses for the District's operations increased by 14.77% or \$627,594 from \$4,248,605 to \$4,876,199 from the prior year, primarily due to increase in materials and services expense of \$299,677.
- The District purchased new capital assets during the year in the amount of \$2,588,291. Depreciation expense was \$173,673.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts – management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- *District-wide financial statements* provide both short-term and long-term information about the District's overall financial status.
- *Fund financial statements* focus on individual parts of the District, reporting the District's operations in more detail than the district-wide statements.
  - The *governmental funds* statements tell how basic services were financed in the short term as well as what remains for future spending.

**Figure A-1. Organization of Kensington Fire Protection District's Annual Financial Report**



The financial statements also include *notes* that explain some of the information in the statements and provide more detailed data. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.

**KENSINGTON FIRE PROTECTION DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Year Ended June 30, 2023*

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**OVERVIEW OF THE FINANCIAL STATEMENTS (continued)**

Figure A-2 summarizes the major features of the District's financial statements, including the portion of the District's activities they cover and the types of information they contain.

**Figure A-2. Major Features of the District-Wide and Fund Financial Statements**

<b>Type of Statements</b>	<b>District-Wide</b>	<b>Governmental Funds</b>
<i>Scope</i>	Entire District	The activities of the District that are not proprietary or fiduciary, such as fire and ambulance services
<i>Required financial statements</i>	<ul style="list-style-type: none"> <li>• Statement of Net Position</li> <li>• Statement of Activities</li> </ul>	<ul style="list-style-type: none"> <li>• Balance Sheet</li> <li>• Statement of Revenues, Expenditures &amp; Changes in Fund Balances</li> </ul>
<i>Accounting basis and measurement focus</i>	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus
<i>Type of asset/liability information</i>	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included
<i>Type of inflow/outflow information</i>	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter



# KENSINGTON FIRE PROTECTION DISTRICT

*Management's Discussion and Analysis (Unaudited)*

*For the Fiscal Year Ended June 30, 2023*

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## OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements.

### District-Wide Statements

The district-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two district-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's property tax base and the condition of buildings and other facilities.
- In the district-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as fire protection, medical transport, and administration. Local property taxes finance most of these activities.

## GOVERNMENTAL FUNDS FINANCIAL STATEMENTS

### Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance

*Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balance provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

**KENSINGTON FIRE PROTECTION DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Year Ended June 30, 2023*

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**FINANCIAL ANALYSIS AND CONDENSED FINANCIAL INFORMATION**

**Analysis of Net Position**

**Table A-1: Condensed Statement of Net Position**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Change</u>
<b>Assets:</b>			
Current assets	\$ 11,415,350	\$ 10,484,258	\$ 931,092
Non-current assets	508,252	745,105	(236,853)
Capital assets, net	<u>5,077,514</u>	<u>2,662,896</u>	<u>2,414,618</u>
<b>Total assets</b>	<u>17,001,116</u>	<u>13,892,259</u>	<u>3,108,857</u>
<b>Deferred outflows of resources</b>	<u>133,200</u>	<u>-</u>	<u>133,200</u>
<b>Liabilities:</b>			
Current liabilities	978,729	480,294	498,435
Non-current liabilities	<u>2,347,870</u>	<u>233,481</u>	<u>2,114,389</u>
<b>Total liabilities</b>	<u>3,326,599</u>	<u>713,775</u>	<u>2,612,824</u>
<b>Deferred inflows of resources</b>	<u>-</u>	<u>141,245</u>	<u>(141,245)</u>
<b>Net position (Deficit):</b>			
Net investment in capital assets	2,917,514	2,662,896	254,618
Unrestricted	<u>10,248,751</u>	<u>9,770,483</u>	<u>478,268</u>
<b>Total net position</b>	<u>\$ 13,166,265</u>	<u>\$ 12,433,379</u>	<u>\$ 732,886</u>

At the end of fiscal year 2023, the District shows a balance in its unrestricted net position of \$10,890,203.

**Analysis of Revenues and Expenses**

**Table A-2: Condensed Statements of Activities**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Change</u>
<b>Expenses</b>	<u>\$ (4,876,237)</u>	<u>\$ (4,248,605)</u>	<u>\$ (627,632)</u>
<b>Net program expense</b>	(4,876,237)	(4,248,605)	(627,632)
<b>General revenues</b>	<u>5,646,715</u>	<u>5,491,596</u>	<u>155,119</u>
<b>Change in net position</b>	770,478	1,242,991	(472,513)
<b>Net position:</b>			
Beginning of year	<u>13,037,239</u>	<u>11,794,248</u>	<u>1,242,991</u>
End of year	<u>\$ 13,807,717</u>	<u>\$ 13,037,239</u>	<u>\$ 770,478</u>

**KENSINGTON FIRE PROTECTION DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Year Ended June 30, 2023*

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**FINANCIAL ANALYSIS AND CONDENSED FINANCIAL INFORMATION (continued)**

**Analysis of Revenues and Expenses (continued)**

The statement of activities shows how the government's net position changed during the fiscal year. In the case of the District, the net position of the District increased by \$770,516.

**Table A-3: Total Revenues**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Increase (Decrease)</u>
<b>General revenues:</b>			
Property taxes	\$ 5,288,892	\$ 4,807,946	\$ 480,946
Rental income	3,050	36,603	(33,553)
Investment earnings	153,346	14,188	139,158
Other revenues	990	428,441	(427,451)
<b>Total general revenues</b>	<u>5,446,278</u>	<u>5,287,178</u>	<u>159,100</u>
<b>Total revenues</b>	<u>\$ 5,446,278</u>	<u>\$ 5,287,178</u>	<u>\$ 159,100</u>

Total revenues from all sources increased by 3.01%, or \$159,100 from \$5,287,178 to \$5,446,278, from the prior year, primarily due to increases in property taxes of \$480,946.

**Table A-4: Total Expenses**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Increase (Decrease)</u>
<b>Expenses:</b>			
Salaries and wages	\$ 173,327	\$ 161,108	\$ 12,219
Employee benefits	20,246	(115,892)	136,138
Materials and services	412,682	384,969	27,713
Depreciation expense	173,673	169,385	4,288
Interest expense	83,272	-	83,272
Cost of issuance	92,000	-	92,000
<b>Total expenses</b>	<u>\$ 955,200</u>	<u>\$ 599,570</u>	<u>\$ 355,630</u>

Total expenses for the District's operations increased by 14.77% or \$627,594 from \$4,248,605 to \$4,876,199 from the prior year, primarily due to increase in materials and services expense of \$299,677.

**KENSINGTON FIRE PROTECTION DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Year Ended June 30, 2023*

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**GOVERNMENTAL FUNDS FINANCIAL ANALYSIS**

The focus of the District's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the District's financing requirements. In particular, the *unreserved fund balance* may serve as a useful measure of the government's net resources for spending at the end of the fiscal year.

As of June 30, 2023, the District reported a total fund balance of \$10,465,925. An amount of \$8,936,581 constitutes the District's *unassigned fund balance*.

**OPERATIONS FUND BUDGETARY HIGHLIGHTS**

The final budgeted expenditures for the District's operational fund at year-end were \$410,603 less than actual. Actual revenues were greater than the anticipated budget by \$670,068. Actual revenues less expenses were under budget by \$259,465.

**CAPITAL ASSET AND DEBT ADMINISTRATION**

**Capital Assets**

By the end of 2022-23 the District had invested \$2,588,291 in new capital assets, related to the work in progress for a fire station project. (More detailed information about capital assets can be found in Note 3 to the financial statements). Total depreciation expense for the year was \$173,673.

**Table A-5: Capital Assets at Year End, Net of Depreciation**

	<u>Balance, June 30, 2023</u>	<u>Balance, June 30, 2022</u>
<b>Capital assets:</b>		
Non-depreciable assets	\$ 3,145,378	\$ 557,401
Depreciable assets	4,185,471	4,185,471
Accumulated depreciation	<u>(2,253,649)</u>	<u>(2,079,976)</u>
<b>Total capital assets, net</b>	<u>\$ 5,077,200</u>	<u>\$ 2,662,896</u>

**Long-Term Debt**

At year-end the District had \$2,160,000 in outstanding long-term debt as shown in Table A-6. (More detailed information about the District's long-term liabilities is presented in Note 5 to the financial statements).

**Table A-6: Outstanding Long-Term Debt at Year-End**

	<u>Balance, June 30, 2023</u>	<u>Balance, June 30, 2022</u>
	<u>\$ 2,160,000</u>	<u>\$ -</u>

## **KENSINGTON FIRE PROTECTION DISTRICT**

*Management's Discussion and Analysis (Unaudited)*

*For the Fiscal Year Ended June 30, 2023*

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### **FACTORS AFFECTING CURRENT AND FUTURE FINANCIAL POSITION**

Management is unaware of any item that would affect the current financial position.

### **CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

The District's basic financial statements are designed to present users with a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or need additional information, please contact the District at the Kensington Fire Protection District at 217 Arlington Avenue, Kensington, CA 94707.

**KENSINGTON FIRE PROTECTION DISTRICT**

*Statement of Net Position*

*June 30, 2023 (With Comparative Amounts as of June 30, 2022)*

	<b>Governmental Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and investments (Note 2)	\$ 10,861,083	\$ 10,411,735
Accounts receivable	479,377	6,020
Property tax receivables	67,984	63,746
Prepaid items	6,906	2,757
<b>Total current assets</b>	<b>11,415,350</b>	<b>10,484,258</b>
<b>Non-current assets:</b>		
OPEB Asset (Note 6)	508,252	745,105
Capital assets – not being depreciated (Note 3)	3,145,692	557,401
Capital assets – being depreciated, net (Note 3)	1,931,822	2,105,495
<b>Total non-current assets</b>	<b>5,585,766</b>	<b>3,408,001</b>
<b>Total assets</b>	<b>17,001,116</b>	<b>13,892,259</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
OPEB related deferred outflows of resources	133,200	-
<b>Total deferred outflows of resources</b>	<b>133,200</b>	<b>-</b>
<b>LIABILITIES</b>		
<b>Current liabilities:</b>		
Accounts payable and accrued expenses	949,425	480,294
Accrued interest payable	29,304	-
<b>Total current liabilities</b>	<b>978,729</b>	<b>480,294</b>
<b>Non-current liabilities:</b>		
Long-term liabilities – due in more than one year:		
Long-term payable to City of El Cerrito (Note 4)	187,870	233,481
Long-term debt (Note 5)	2,160,000	-
<b>Total non-current liabilities</b>	<b>2,347,870</b>	<b>233,481</b>
<b>Total liabilities</b>	<b>3,326,599</b>	<b>713,775</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
OPEB related deferred outflows of resources (Note 6)	-	141,245
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>141,245</b>
<b>NET POSITION</b>		
Net investment in capital assets	2,917,514	2,662,896
Restricted for OPEB related expenses	641,452	603,860
Unrestricted	10,248,751	9,770,483
<b>Total net position</b>	<b>\$ 13,807,717</b>	<b>\$ 13,037,239</b>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Statement of Activities*

*For the Fiscal Year Ended June 30, 2023*

*With Comparative Amounts For the Fiscal Year Ended June 30, 2022)*

	<b>Governmental Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>EXPENSES:</b>		
Fire protection, prevention and emergency medical transport:		
Operations:		
Salaries and wages	\$ 173,327	\$ 161,108
Employee benefits	20,246	(115,892)
Fire contract – El Cerrito	3,921,037	3,649,035
Materials and services	412,682	384,969
Depreciation expense	173,673	169,385
Interest expense	83,272	-
Cost of debt issuance	92,000	-
<b>Total expenses</b>	<b>4,876,237</b>	<b>4,248,605</b>
<b>GENERAL REVENUES:</b>		
Property taxes	5,288,892	4,807,946
Special taxes	200,437	204,418
Rental income	3,050	36,603
Investment earnings	153,346	14,188
Other revenues	990	428,441
<b>Total general revenues</b>	<b>5,646,715</b>	<b>5,491,596</b>
<b>Change in net position</b>	<b>770,478</b>	<b>1,242,991</b>
<b>Net Position:</b>		
Beginning of year, as restated (Note 10)	13,037,239	11,794,248
End of year	\$ 13,807,717	\$ 13,037,239



**KENSINGTON FIRE PROTECTION DISTRICT**  
*Balance Sheet – Governmental Funds*  
*June 30, 2023*

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	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Capital Project Fund</u>	<u>Total Funds</u>
<b>ASSETS</b>				
<b>Assets:</b>				
Cash and investments	\$ 9,510,757	\$ 197,777	\$ 1,152,549	\$ 10,861,083
Accounts receivable	4,806	-	474,571	479,377
Property tax receivables	67,984	-	-	67,984
Prepaid items	6,906	-	-	6,906
<b>Total assets</b>	<u>\$ 9,590,453</u>	<u>\$ 197,777</u>	<u>\$ 1,627,120</u>	<u>\$ 11,415,350</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable and accrued expenses	\$ 646,966	\$ -	\$ 302,459	\$ 949,425
<b>Total liabilities</b>	<u>646,966</u>	<u>-</u>	<u>302,459</u>	<u>949,425</u>
<b>Fund Balances: (Note 8)</b>				
Nonspendable	6,906	-	-	6,906
Committed	646,966	197,777	1,324,661	2,169,404
Unassigned	8,289,615	-	-	8,289,615
<b>Total fund balance</b>	<u>8,943,487</u>	<u>197,777</u>	<u>1,324,661</u>	<u>10,465,925</u>
<b>Total liabilities and fund balance</b>	<u>\$ 9,590,453</u>	<u>\$ 197,777</u>	<u>\$ 1,627,120</u>	<u>\$ 11,415,350</u>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position  
June 30, 2023*

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<b>Fund Balances – Governmental Funds</b>	\$ 10,465,925
<b>Amounts reported for governmental activities in the statement of net position are different because:</b>	
OPEB Asset	508,252
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet. However, the statement of net position includes those assets as capital assets.	5,077,514
Deferred outflows of resources used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet. However, the statement of net position includes those deferred outflows of resources.	133,200
Long-term liabilities applicable to the District are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position as follows:	
Accrued interest payable	(29,304)
Long-term debt	(2,160,000)
Long-term payable to City of El Cerrito	<u>(187,870)</u>
<b>Total adjustments</b>	<u>3,341,792</u>
<b>Net Position of Governmental Activities</b>	<u><u>\$ 13,807,717</u></u>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds  
For the Fiscal Year Ended June 30, 2023*

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Capital Project Fund</u>	<u>Total Governmental Funds</u>
<b>REVENUES:</b>				
Property taxes	\$ 5,288,892	\$ -	\$ -	\$ 5,288,892
Special taxes	-	200,437	-	200,437
Rental income	3,050	-	-	3,050
Investment earnings	163,686	926	(11,266)	153,346
Other revenues	990	-	-	990
<b>Total revenues</b>	<u>5,456,618</u>	<u>201,363</u>	<u>(11,266)</u>	<u>5,646,715</u>
<b>EXPENDITURES:</b>				
Current:				
Salaries and wages	173,327	-	-	173,327
Employee benefits	57,838	-	-	57,838
Materials and services	427,453	2,209	28,631	458,293
Capital outlay	568,411	-	2,019,880	2,588,291
Debt service:				
Interest	-	-	53,968	53,968
<b>Total expenditures</b>	<u>1,227,029</u>	<u>2,209</u>	<u>2,102,479</u>	<u>3,331,717</u>
<b>REVENUES OVER(UNDER) EXPENDITURES</b>	<u>4,229,589</u>	<u>199,154</u>	<u>(2,113,745)</u>	<u>2,314,998</u>
<b>OTHER FINANCING SOURCES(USES):</b>				
Transfers in (Note 9)	2,146,313	(206,006)	(1,940,307)	-
Issuance of debt (Note 5)	-	-	2,160,000	2,160,000
Cost of debt issuance (Note 5)	-	-	(92,000)	(92,000)
<b>Total other financing sources(uses)</b>	<u>2,146,313</u>	<u>(206,006)</u>	<u>127,693</u>	<u>2,068,000</u>
<b>Net Changes in Fund Balance</b>	<u>6,375,902</u>	<u>(6,852)</u>	<u>(1,986,052)</u>	<u>4,382,998</u>
<b>FUND BALANCES:</b>				
Beginning of year as restated (Note 10)	<u>6,488,584</u>	<u>204,629</u>	<u>3,310,713</u>	<u>10,003,926</u>
End of year	<u>\$ 12,864,486</u>	<u>\$ 197,777</u>	<u>\$ 1,324,661</u>	<u>\$ 14,386,924</u>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes  
in Fund Balances to the Statement of Activities*

*For the Fiscal Year Ended June 30, 2023*

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<b>Net Change in Fund Balances – Governmental Funds</b>	<u>\$ 4,382,998</u>
Amounts reported for governmental activities in the statement of activities is different because:	
Some expenses reported in the statement of activities do not require the use of current financial resources. Therefore, those expenses are not reported as expenditures in governmental funds as follows:	
Change in net other post-employment benefits obligations and related deferred resources	37,592
Change in long-term payable to City of El Cerrito	45,611
Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those capitalized assets is allocated over their estimated useful lives as depreciation expense.	
Change in accrued interest	(29,304)
Debt issuance	(2,160,000)
Capital outlay	2,588,291
Depreciation expense	<u>(173,673)</u>
<b>Total adjustments</b>	<u>308,517</u>
<b>Change in Net Position of Governmental Activities</b>	<u>\$ 4,691,515</u>

# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

#### A. Description of Organization

The Kensington Fire Protection District (District) is a special district empowered to take all the necessary steps to provide for fire protection and prevention services including enforcement of California State (State) laws applicable to fire codes. The financial statements of the District include all funds of the District. An elected Board of Directors governs the District, and exercises powers granted by State statutes.

In August 1995, the District entered into a contract with the City of El Cerrito (City) under which the City provides fire suppression and emergency medical services for the District. The contract provides that the District will pay the City an annual fee as defined in the contract (paid on a monthly basis) that expired June 30, 2022. The annual fee that the District paid under this contract for the fiscal year ended June 30, 2023 totaled \$3,843,483. In June 2023, the District's contract with the City was subsequently renewed through June 30, 2024.

#### B. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

#### C. Basis of Presentation, Basis of Accounting

##### 1. Basis of Presentation

###### Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the primary government (the District) and its component units. These statements include the financial activities of the overall government. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, other nonexchange transactions, and charges for services.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

#### C. Basis of Presentation, Basis of Accounting (continued)

##### 1. Basis of Presentation (continued)

###### Major Governmental Funds

The District maintains the following major governmental funds:

**General Fund:** This fund is used to account for all financial resources of the District, except those required to be accounted for in another fund when necessary.

**Special Revenue Fund:** This fund is used to account for the special tax authorized by Section 53978 of the Government Code and approved by the District's electorate on April 8, 1980.

**Capital Project Fund:** This fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities and rolling stock.

##### 2. Measurement Focus, Basis of Accounting

###### Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year in which all eligibility requirements have been satisfied.

###### Governmental Fund Financial Statements

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

#### C. Basis of Presentation, Basis of Accounting (continued)

##### 3. Revenues - Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

#### D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position

##### 1. Cash and Investments

For purposes of the statement of cash flows, the District considers all highly liquid investments with a maturity of three months or less, when purchased, to be cash equivalents. Cash deposits are reported at carrying amount, which reasonably estimates fair value.

Investments are reported at fair value except for short-term investments, which are reported at cost, which approximates fair value. Cash deposits are reported at carrying amount, which reasonably estimates fair value. Investments in governmental investment pools are reported at fair value based on the fair value per share of the pool's underlying portfolio.

In accordance with fair value measurements, the District categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement.

Financial assets and liabilities recorded on the balance sheet are categorized based on the inputs to the valuation techniques as follows:

*Level 1* – Inputs that reflect unadjusted quoted prices in active markets for identical investments, such as stocks, corporate and government bonds. The District has the ability to access the holding and quoted prices as of the measurement date.

*Level 2* – Inputs, other than quoted prices, that are observable for the asset or liability either directly or indirectly, including inputs from markets that are not considered to be active.

# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

#### D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

##### 1. Cash and Investments (continued)

*Level 3* – Inputs that are unobservable. Unobservable inputs reflect the District’s own assumptions about the factors market participants would use in pricing an investment, and is based on the best information available in the circumstances.

##### 2. Accounts Receivable and Allowance for Doubtful Accounts

Receivables consist of all revenues earned at year-end and not yet received. Receivables are recorded in the financial statements net of any allowance for doubtful accounts if applicable, and estimated refunds due. Major receivable balances for the governmental activities include amounts due from county, advance on supplemental taxes, and interest receivable.

##### 3. Capital Assets

Capital assets are stated at cost or at their estimated fair value at date of donation. It is the District’s policy to capitalize assets costing over \$1,000 and an estimated useful life in excess of one year. The provision for depreciation is computed using the straight-line method over the estimated service lives of the capital assets.

Estimated service lives for the District’s classes of assets are as follows:

Description	Estimated Lives
Buildings and Improvements	15-40 years
Rolling stock, equipment and furniture	5-10 years

##### 4. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time.

##### 5. Compensated Absences

The District’s policy is to permit full time employees to accumulate earned vacation time. Earned vacation time shall be earned by each employee subject to the accrual limitations and policies as defined by District policies. Such unused compensation is calculated at the employees’ then prevalent hourly rate at the time of retirement or termination. Whereas vacation time is compensated at 100% of accumulated hours.



# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

#### D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

##### 6. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's Retiree Benefits Plan ("the Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments which are reported at cost.

The following timeframes are used for OPEB reporting:

Valuation Date June 30, 2021

Measurement Date June 30, 2022

Measurement Period July 1, 2021 to June 30, 2022

##### 7. Net Position

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- **Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

# KENSINGTON FIRE PROTECTION DISTRICT

Notes to Financial Statements

June 30, 2023

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## NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

### D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

#### 8. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Nonspendable:** Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted:** Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed:** The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned:** Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned:** Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

#### E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

#### F. Property Taxes

The Contra Costa County Assessor’s Office assesses all real and personal property within the County each year. The Contra Costa County Tax Collector’s Office bills and collects the District’s share of property taxes and voter-approved taxes. The Contra Costa County Auditor-Controller’s Office remits current property tax collections to the District throughout the year. Property tax in California is levied in accordance with Article XIII A of the State Constitution at one percent (1%) of countywide assessed valuations.

Property taxes receivable at year-end are related to property taxes collected by Contra Costa County, which have not been credited to the District's cash balance as of June 30. The property tax calendar is as follows:

Lien date	March 1
Levy date	July 1
Due dates	November 1 and March 1
Collection dates	December 10 and April 10

Property taxes levied are recorded as revenue when received, in the fiscal year of levy, because of the adoption of the *alternate method of property tax distribution* known as the Teeter Plan, by the District and Contra Costa County. The Teeter Plan authorizes the County Auditor-Controller to allocate 100% of the secured property tax billed but not yet received or paid to the District. Contra Costa County remits tax proceeds to the District in installments during the fiscal year.

# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 2 – CASH AND INVESTMENTS

Cash and investments at June 30, 2023, consisted of the following:

<u>Description</u>	<u>Balance</u>
Cash on hand	\$ 200
Demand deposits held with financial institutions	183,847
California Local Agency Investment Fund (LAIF)	24,795
Contra Costa County Treasury Investment Pool (CCCTIP)	7,193,271
Investments	3,458,970
<b>Total cash and investments</b>	<b><u>\$ 10,861,083</u></b>

#### **Demand Deposits**

At June 30, 2023, the carrying amount of the District's demand deposits was \$183,847, and the financial institutions balances totaled \$183,898. The net difference represents outstanding checks, deposits-in-transit and/or other reconciling items.

#### **Custodial Credit Risk – Deposits**

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the *California Government Code* requires that a financial institution secure deposit made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

#### **California Local Agency Investment Fund (LAIF)**

The California State Treasurer, through the Pooled Money Investment Account (PMIA), invests taxpayers' money to manage the State's cash flow and strengthen the financial security of local governmental entities. PMIA policy sets as primary investment objectives safety, liquidity and yield. Through the PMIA, the Investment Division manages the Local Agency Investment Fund (LAIF). The LAIF allows cities, counties and special districts to place money in a major portfolio and, at no additional costs to taxpayers, use the expertise of Investment Division staff. Participating agencies can withdraw their funds from the LAIF at any time as LAIF is highly liquid and carries a dollar-in dollar-out amortized cost methodology.

The District is a voluntary participant in LAIF. The fair value of the District's investment in this pool is reported at an amount based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of the of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF. LAIF is not categorized under the fair value hierarchy established by GAAP as it is held at an amortized cost basis and it is Not Rated under the current credit risk ratings format. For financial reporting purposes, the District considers LAIF a cash equivalent due to its highly liquid nature and dollar-in dollar-out amortized cost methodology. As of June 30, 2023, the District held \$24,795 in LAIF.

**KENSINGTON FIRE PROTECTION DISTRICT**

*Notes to Financial Statements*

*June 30, 2023*

**NOTE 2 – CASH AND INVESTMENTS (continued)**

**Contra Costa County Treasury Investment Pool (CCCTIP)**

The District's cash is included in the Contra Costa County Treasury Investment Pool. Investments made by the Treasurer are regulated by California Government Code and by a County investment policy approved annually by the County Treasury Oversight Committee. Adherence to the statutes and policies is monitored by the County Board of Supervisors and by the Treasury Oversight Committee via monthly reports and an annual audit. Investment income earned on the District's cash is allocated quarterly to the District. Changes in fair value are included in investment income. Redeemed or sold shares are priced at book value, which includes realized investment earnings such as interest income, realized gains or losses upon sale of investments, and amortized premiums and discounts. This number may differ from the shares' fair value, which would include unrealized gains or losses based on market conditions. Additional information regarding insurance, collateralization, and custodial risk categorization of the County's cash and investments is presented in the notes of the County's basic financial statements. As of June 30, 2023, the District had \$7,193,271 in the CCCTIP.

Investments at June 30, 2023, consisted of the following:

<u>Investments</u>	<u>Measurement Input</u>	<u>Credit Rating</u>	<u>Fair Value June 30, 2023</u>	<u>Maturity 12 Months or Less</u>
Federal Home Loan Banks	Level 2	Not Rated	\$ 3,458,970	\$ 3,458,970

**NOTE 3 – CAPITAL ASSETS**

Changes in capital assets for the year were as follows:

	<u>Balance July 1, 2022</u>	<u>Additions/ Transfers</u>	<u>Deletions/ Transfers</u>	<u>Balance June 30, 2023</u>
Non-depreciable capital assets:				
Land	\$ 5,800	\$ -	\$ -	\$ 5,800
Construction-in-progress	551,601	2,588,291	(314)	3,139,578
Total non-depreciable capital assets	<u>557,401</u>	<u>2,588,291</u>	<u>(314)</u>	<u>3,145,378</u>
Depreciable capital assets:				
Building and improvements	2,391,581	-	-	2,391,581
Equipment and furniture	547,192	-	-	547,192
Rolling stock equipment	1,246,698	-	-	1,246,698
Total depreciable capital assets	<u>4,185,471</u>	<u>-</u>	<u>-</u>	<u>4,185,471</u>
Accumulated depreciation:				
Building and improvements	(1,276,209)	(65,963)	-	(1,342,172)
Equipment and furniture	(455,007)	(23,718)	-	(478,725)
Rolling stock equipment	(348,760)	(83,992)	-	(432,752)
Total accumulated depreciation	<u>(2,079,976)</u>	<u>(173,673)</u>	<u>-</u>	<u>(2,253,649)</u>
Total depreciable capital assets, net	<u>2,105,495</u>	<u>(173,673)</u>	<u>-</u>	<u>1,931,822</u>
<b>Total capital assets, net</b>	<u>\$ 2,662,896</u>	<u>\$ 2,414,618</u>	<u>\$ (314)</u>	<u>\$ 5,077,200</u>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Notes to Financial Statements*

June 30, 2023

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**NOTE 4 – LONG-TERM PAYABLE TO CITY OF EL CERRITO**

The District pays a true-up of expenses to the City of El Cerrito for fire protection services. The City of El Cerrito liability represents the “true-up” or reconciling costs fore fire protection costs incurred from prior years. At the end of every year, these expenses are totaled by City of El Cerrito and the final true-up of expenses is provided to the District in the following year cost proposal. There is roughly a two year lag in information, so the District pays for the true-up expenses from two years ago. As of June 30, 2023, the long-term liability is \$187,870 which consists of \$77,554 related to actual reconciling costs for services performed in FY 21/22 and \$110,316 from previous fiscal years.

**NOTE 5 – LONG-TERM DEBT**

Changes in long-term debt obligations payable amounts for the year ended June 30, 2023, were as follows:

<u>Balance</u> <u>July 1, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>June 30, 2023</u>	<u>Current</u> <u>Portion</u>	<u>Long-term</u> <u>Portion</u>
\$ -	\$ 2,160,000	\$ -	\$ 2,160,000	\$ -	\$ -

**2022 Loan payable**

On July 22, 2022, the District entered into a loan payable agreement of \$2,160,000 with CSDA Finance Corporation to provide funds for the fire station project. The terms of the agreement provide for interest payable semi-annually on March 1<sup>st</sup> and September 1<sup>st</sup> at a rate of 4.070% per annum. The cost of issuance was \$92,000. As of June 30, 2023 the District has \$474,571 in an escrow account that will be transferred to the District as the remainder of expenditures are made.

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ -	\$ 87,912	\$ 87,912
2025	54,773	86,797	141,570
2026	57,002	84,523	141,525
2027	59,322	82,156	141,478
2028	61,736	79,692	141,428
2029-2033	348,480	357,851	706,331
2034-2038	425,408	279,358	704,766
2039-2043	519,318	183,537	702,855
2044-2047	633,961	66,563	700,524
Total	2,160,000	\$ 1,308,389	\$ 3,468,389
Current	-	-	-
Long-term	\$ 2,160,000	-	-

**KENSINGTON FIRE PROTECTION DISTRICT**

*Notes to Financial Statements*

*June 30, 2023*

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**NOTE 6 – OTHER POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)**

**Summary**

The following balances on the statement of net position will be addressed in this footnote as follows:

<u>Description</u>	<u>Amount</u>
OPEB related deferred outflows of resources	\$ 133,200
Net other post-employment benefits asset	508,252
OPEB related deferred inflows of resources	-

**A. General Information about the OPEB Plan**

**Plan description**

The District provides post-retirement health benefits (medical, dental and vision) to a closed group of former employees who have retired from the District and to their surviving spouses and dependent children. The District pays 100% of the annuitants' health plan premiums. Currently, a total of 9 family units (13 individuals including 4 former employees, 5 widows and 4 spouses) are receiving post-retirement health benefits. There are no separate financial statements issued for the OPEB plan. The District participates in the California Employer's Retiree Benefit Trust (CERBT). CERBT is an irrevocable trust fund that allows public employers to prefund the future cost of their retiree health insurance benefits and other post employment benefits (OPEB) for their covered retirees. The District elected to participate in CERBT and contributed a total of \$1,165,000 in October 2008 to CalPERS, the CERBT's administrator. The prefunding was intended to reduce and stabilize the District's annual required contribution to its OPEB plan in future years at an expected level for budgeting purposes. CalPERS issued a publicly available financial report that includes financial statements and required supplementary information for CERBT in aggregate. The report may be obtained by writing to CalPERS, Lincoln Plaza North, 400 Q Street, Sacramento, CA 95811.

**Employees covered by benefit terms**

At June 30, 2023, the following employees were covered by the benefit terms:

<u>Description</u>	<u>Amount</u>
Retirees	9
Active employees	<u>0</u>
Total	<u><u>9</u></u>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Notes to Financial Statements*

June 30, 2023

**NOTE 6 – OTHER POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (continued)**

**B. Total OPEB Liability/(Asset)**

The District’s total OPEB asset of \$508,252 was measured as of June 30, 2023, and was determined by an actuarial valuation as of that date.

**Actuarial assumptions and other inputs**

The total OPEB liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Discount Rate	6.73%
Inflation	2.26%
Salary Increases	3.25%
Investment Rate of Return	6.73%
Mortality Rate	CalPERS Membership Data
Pre-Retirement Turnover	CalPERS Membership Data
Healthcare Trend Rate	Pre-65 current 6.74% 2024+ (4%-6.24%)

**Discount Rate**

The discount rate used to measure the total OPEB liability was 6.73%. The projection of cash flows used to determine the discount rate assumed that the District’s contributions will be made at rates equal to the actuarially determined contribution rates. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

**C. Changes in the Net OPEB Liability**

The changes in the Net OPEB liability are as follows:

	<u>Total OPEB Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Net OPEB Liability/(Asset)</u>
<b>Balance at July 1, 2022</b>	\$ 856,764	\$ 1,601,869	\$ (745,105)
<b>Changes for the year:</b>			
Interest	54,752	-	54,752
Net investment income	-	(194,954)	194,954
Administrative expense	-	(401)	401
Differences between expected and actual experience	(13,254)	-	(13,254)
Benefit payments	(87,859)	(87,859)	-
Net changes	(46,361)	(283,214)	236,853
<b>Balance at June 30, 2023</b>	<u>\$ 810,403</u>	<u>\$ 1,318,655</u>	<u>\$ (508,252)</u>

**Changes of Assumptions**

In fiscal year 2022-23, the measurement period, there was no change in assumptions

**Change of Benefit Terms**

In fiscal year 2022-23, the measurement period, there were no changes to the benefit terms.

**Subsequent Events**

There were no subsequent events that would materially affect the results presented in this disclosure.



**KENSINGTON FIRE PROTECTION DISTRICT**

*Notes to Financial Statements*

*June 30, 2023*

**NOTE 6 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (continued)**

**C. Changes in the Net OPEB Liability (continued)**

**Sensitivity of the Total OPEB Liability to Changes in the Discount Rate**

The following presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower (5.73%) or 1 percentage point higher (7.73%) than the current discount rate:

1% Decrease 5.73%	Current Discount Rate 6.73%	1% Increase 7.73%
\$ (381,431)	\$ (508,252)	\$ (530,305)

**Sensitivity of the Total OPEB Liability to Changes in Medical Trend Rates**

The following presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using medical trend rates that are 1-percentage point lower:

1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
\$ (528,583)	\$ (508,252)	\$ (384,760)

**D. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB**

For the year ended June 30, 2022, the District recognized OPEB expense/(revenue) of (\$37,592). At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings	\$ 133,200	\$ -
Total	\$ 133,200	\$ -

Deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ended June 30	Amount
2024	\$ 24,535
2025	25,889
2026	22,809
2027	59,967
2028	-
Thereafter	-
Total	\$ 133,200

**KENSINGTON FIRE PROTECTION DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2023*

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**NOTE 7 – NET INVESTMENT IN CAPITAL ASSETS**

At June 30, 2023, the net investment in capital assets was calculated as follows:

<u>Description</u>	<u>Balance</u>
Capital assets – not being depreciated	\$ 3,145,378
Capital assets – being depreciated, net	1,931,822
Long-term debt payable – noncurrent portion	<u>(2,160,000)</u>
<b>Total net investment in capital assets</b>	<b><u>\$ 2,917,200</u></b>

**NOTE 8 – FUND BALANCES**

At June 30, 2023, fund balances of the District’s governmental funds were classified as follows:

<u>Description</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Capital Project Fund</u>	<u>Total</u>
<b>Nonspendable:</b>				
Prepaid items	\$ 6,906	\$ -	\$ -	\$ 6,906
<b>Committed</b>				
Liabilities	646,966	-	302,459	949,425
Special Revenue	-	197,777	-	197,777
PSB Project	-	-	1,022,202	1,022,202
<b>Total committed</b>	<u>646,966</u>	<u>197,777</u>	<u>1,324,661</u>	<u>2,169,404</u>
<b>Unassigned</b>	<u>8,289,615</u>	<u>-</u>	<u>-</u>	<u>8,289,615</u>
<b>Total fund balances</b>	<b><u>\$ 8,943,487</u></b>	<b><u>\$ 197,777</u></b>	<b><u>\$ 1,324,661</u></b>	<b><u>\$ 10,465,925</u></b>

**NOTE 9 – INTERFUND TRANSFERS**

At June 30, 2023, interfund transfers of the District’s governmental funds were made as follows:

<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Purpose</u>
Special Revenue Fund	General Fund	\$ 200,000	Special tax expenditures
Special Revenue Fund	Capital Project Fund	\$ 6,006	Special tax expenditures
General Fund	Capital Project Fund	\$ 2,750	Public Safety Building Project
Capital Project Fund	General Fund	\$ 1,949,063	Public Safety Building Project

# KENSINGTON FIRE PROTECTION DISTRICT

## Notes to Financial Statements

June 30, 2023

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### NOTE 10 – PRIOR PERIOD RESTATEMENT

#### Government-Wide Statement of Net Position and Statement of Activities

A detailed schedule of adjustments to net position at June 30, 2022 is as follows:

<u>Description</u>	<u>Amount</u>
<b>Net position:</b>	
Beginning of year, as previously stated	\$ 13,037,239
Fair market value adjustment	(45,309)
Cash in county	67,453
Cash in bank revolving account	<u>(22,182)</u>
Net adjustment	<u>(38)</u>
Beginning of year, as restated	<u>\$ 13,037,201</u>

#### Governmental Fund – Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance

A detailed schedule of adjustments to fund balance at June 30, 2022 is as follows:

<u>Description</u>	<u>Amount</u>
<b>General Fund balance:</b>	
Beginning of year, as previously stated	\$ 6,483,498
Fair market value adjustment	(40,185)
Cash in county	67,453
Cash in bank revolving account	<u>(22,182)</u>
Net adjustment	<u>5,086</u>
Beginning of year, as restated	<u>\$ 6,488,584</u>
<b>Special Revenue Fund balance:</b>	
Beginning of year, as previously stated	\$ 208,191
Fair market value adjustment	<u>(3,562)</u>
Beginning of year, as restated	<u>\$ 204,629</u>
<b>Capital Project Fund balance:</b>	
Beginning of year, as previously stated	\$ 3,312,275
Fair market value adjustment	<u>(1,562)</u>
Beginning of year, as restated	<u>\$ 3,310,713</u>

**KENSINGTON FIRE PROTECTION DISTRICT**

*Notes to Financial Statements*

*June 30, 2023*

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**NOTE 11 – RISK MANAGEMENT**

The Kensington Fire Protection District is a member of Contra Costa County Fire District's Joint Power of Authority Insurance Pool. The District is exposed to various risks of loss related to torts, theft damages, destruction of assets, public officials' errors and omissions, injuries to employees, and natural disasters. The District carries commercial insurance for risks of loss. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any recent fiscal year, and there has been no significant reduction in insurance coverage over the past three fiscal years.

The District's deductibles and maximum coverage are as follows:

Long-term      \$ 2,160,000

<u>Coverage Description</u>	<u>Deductibles</u>	<u>Insurance Coverage</u>
General and Auto Liability	None	\$50,000,000
At Risk Property	\$500 (all other property)	\$600,000,000 (all other property)
	\$100,000 (flood)	\$600,00 (flood)
	\$500(mobile rquipment)	None
	\$50,000 (terrorism)	\$750,000,000

**NOTE 12 – COMMITMENTS AND CONTINGENCIES**

**Excluded Leases – Short-Term Leases and De Minimis Leases**

The District does not recognize a lease receivable and a deferred inflow of resources for short-term leases. Short-term leases are certain leases that have a maximum possible term under the lease contract of 12-months (or less), including any options to extend, regardless of their probability of being exercised.

Also, *de minimis* lessor or lessee leases are certain leases (i.e., room rental, copiers, printers, postage machines) that regardless of their lease contract period are *de minimis* with regards to their aggregate total dollar amount to the financial statements as a whole.

**Grant Awards**

Grant funds received by the District are subject to audit by the grantor agencies. Such audit could lead to requests for reimbursements to the grantor agencies for expenditures disallowed under terms of the grant. Management of the District believes that such disallowances, if any, would not be significant.

**Litigation**

In the ordinary course of operations, the District is subject to claims and litigation from outside parties. After consultation with legal counsel, the District believes the ultimate outcome of such matters, if any, will not materially affect its financial condition

**NOTE 13 – SUBSEQUENT EVENTS**

The District has evaluated subsequent events through July 31, 2024, the date which the financial statements were available to be issued.

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***Required Supplementary Information***

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**KENSINGTON FIRE PROTECTION DISTRICT**  
*Budgetary Comparison Schedule – General Fund*  
*For the Fiscal Year Ended June 30, 2023*

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	<u>Adopted Original Budget</u>	<u>Adopted Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
<b>REVENUES:</b>				
Property taxes	\$ 4,763,500	\$ 4,763,500	\$ 5,288,892	\$ 525,392
Rental income	3,050	3,050	3,050	-
Interest earnings	20,000	20,000	163,686	143,686
Other revenues	-	-	990	990
<b>Total revenues</b>	<u>4,786,550</u>	<u>4,786,550</u>	<u>5,456,618</u>	<u>670,068</u>
<b>EXPENDITURES:</b>				
Current:				
Salaries and wages	157,720	162,688	173,327	(10,639)
Employee benefits	46,432	75,904	57,838	18,066
Materials and services	4,533,273	4,574,077	427,453	4,146,624
Capital outlay	-	3,606,440	568,411	3,038,029
<b>Total expenditures</b>	<u>4,737,425</u>	<u>8,419,109</u>	<u>1,227,029</u>	<u>7,192,080</u>
<b>REVENUES OVER(UNDER) EXPENDITURES</b>	<u>\$ 49,125</u>	<u>\$ (3,632,559)</u>	4,229,589	<u>\$ 7,862,148</u>
<b>OTHER FINANCING SOURCES(USES):</b>				
Transfers in	-	-	2,146,313	2,146,313
<b>Total other financing sources (uses)</b>	-	-	2,146,313	2,146,313
<b>Net Changes in Fund Balance</b>	<u>\$ 49,125</u>	<u>\$ (3,632,559)</u>	6,375,902	<u>\$ 10,008,461</u>
<b>FUND BALANCE:</b>				
Beginning of year			6,488,584	
End of year			<u>\$ 12,864,486</u>	

**KENSINGTON FIRE PROTECTION DISTRICT**

*Budgetary Comparison Schedule – Special Revenue Fund  
For the Fiscal Year Ended June 30, 2023*

	<u>Adopted Original Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
<b>REVENUES:</b>			
Special taxes	\$ 200,752	\$ 200,437	\$ (315)
Interest earnings	-	926	926
<b>Total revenues</b>	<u>200,752</u>	<u>201,363</u>	<u>611</u>
<b>EXPENDITURES:</b>			
Current:			
Materials and services	-	2,209	(2,209)
<b>Total expenditures</b>	<u>-</u>	<u>2,209</u>	<u>(2,209)</u>
<b>REVENUES OVER(UNDER) EXPENDITURES</b>	<u>\$ 200,752</u>	199,154	<u>\$ 2,820</u>
<b>OTHER FINANCING SOURCES(USES):</b>			
Transfers (out)	-	(206,006)	(206,006)
<b>Total other financing sources(uses)</b>	<u>-</u>	<u>(206,006)</u>	<u>(206,006)</u>
<b>NET CHANGES IN FUND BALANCE</b>	<u>\$ 200,752</u>	(6,852)	<u>\$ (203,186)</u>
<b>FUND BALANCE:</b>			
Beginning of year (Deficit)		<u>204,629</u>	
End of year		<u>\$ 197,777</u>	

# KENSINGTON FIRE PROTECTION DISTRICT

## Schedule of Changes in the District's Total OPEB Liability and Related Ratios For the Fiscal Year Ended June 30, 2023

Fiscal Year Ended	Last Ten Fiscal Years*					
	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Measurement Date	<u>June 30, 2022</u>	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>June 30, 2017</u>
<b>Total OPEB liability:</b>						
Interest	54,752	64,309	68,428	81,835	84,260	99,977
Changes in assumptions		(125,183)	-	(4,722)	-	(373,443)
Differences between expected and actual experience	(13,254)	13,722	(22,395)	(167,556)	(14,315)	146,389
Benefit payments	<u>(87,859)</u>	<u>(101,648)</u>	<u>(112,644)</u>	<u>(105,006)</u>	<u>(106,929)</u>	<u>(105,986)</u>
<b>Net change in total OPEB liability</b>	<b>(46,361)</b>	<b>(148,800)</b>	<b>(66,611)</b>	<b>(195,449)</b>	<b>(36,984)</b>	<b>(233,063)</b>
<b>Total OPEB liability - beginning</b>	<b>856,764</b>	<b>1,005,564</b>	<b>1,072,175</b>	<b>1,267,624</b>	<b>1,304,608</b>	<b>1,537,671</b>
<b>Total OPEB liability - ending</b>	<b>810,403</b>	<b>856,764</b>	<b>1,005,564</b>	<b>1,072,175</b>	<b>1,267,624</b>	<b>1,304,608</b>
<b>Plan fiduciary net position:</b>						
Net investment income	(194,954)	278,361	79,104	101,767	91,709	112,865
Administrative expense	(401)	(101,648)	(722)	(313)	(772)	(739)
Benefit payments	<u>(87,859)</u>	<u>(513)</u>	<u>(112,644)</u>	<u>(105,006)</u>	<u>(106,929)</u>	<u>(105,986)</u>
<b>Net change in plan fiduciary net position</b>	<b>(283,214)</b>	<b>176,200</b>	<b>(34,262)</b>	<b>(3,552)</b>	<b>(15,992)</b>	<b>6,140</b>
<b>Plan fiduciary net position - beginning</b>	<b>1,601,869</b>	<b>1,425,669</b>	<b>1,459,931</b>	<b>1,463,483</b>	<b>1,479,475</b>	<b>1,473,335</b>
<b>Plan fiduciary net position - ending</b>	<b>1,318,655</b>	<b>1,601,869</b>	<b>1,425,669</b>	<b>1,459,931</b>	<b>1,463,483</b>	<b>1,479,475</b>
<b>District's net OPEB liability</b>	<b>\$ (508,252)</b>	<b>\$ (745,105)</b>	<b>\$ (420,105)</b>	<b>\$ (387,756)</b>	<b>\$ (195,859)</b>	<b>\$ (174,867)</b>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<b>162.72%</b>	<b>186.97%</b>	<b>141.78%</b>	<b>136.17%</b>	<b>115.45%</b>	<b>113.40%</b>
<b>Covered-employee payroll**</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>District's net OPEB liability as a percentage of covered-employee payroll**</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

### Notes to Schedule:

\* Fiscal year 2018 was the first year of implementation; therefore, only six years are shown.

\*\* Covered employee payroll is annual compensation paid (or expected to be paid) to active employees covered by an OPEB plan, in aggregate. The District provides post-retirement health benefits (medical, dental, and vision) to a closed group of former employees who have retired from the District and to their surviving spouses and dependent children, thus there is no covered-employee payroll.



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***Other Independent Auditors' Report***

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Kensington Fire Protection District  
Kensington, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Kensington Fire Protection District as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Kensington Fire Protection District's basic financial statements, and have issued our report thereon dated July 31, 2024.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Kensington Fire Protection District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Kensington Fire Protection District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Kensington Fire Protection District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Kensington Fire Protection District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Murrieta, California  
July 31, 2024



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

*These minutes will be supplemented by transcription software.*

**DATE/TIME:** June 19, 2024, 7:00PM

**LOCATION:** Kensington Community Center, 59 Arlington Avenue, Kensington (and hybrid)

**PRESENT:** Directors: President Daniel Levine, Vice President Danielle Madugo,  
Director Rick Artis, Director Julie Stein, Director Jim Watt  
Staff: Consultant Mary Morris-Mayorga, Fire Chief Eric Saylor  
Counsel: General Counsel John Bakker

**1. CALL TO ORDER/ROLL CALL**

President Daniel Levine called the meeting to order at 7:04 p.m. and confirmed the roll call.

**2. PUBLIC COMMENT (00:01:13)**

**3. ANNOUNCE AND ADJOURN TO CLOSED SESSION (00:14:05)**

**a. Closed Session**

The Board adjourned to Closed Session at 7:18pm.

**b. Reconvene to open session**

The Board reconvened to Open Session at 8:01pm. President Levine reported that the Board decided to enter into contract negotiations with Mary Morris-Mayorga for the General Manager position, non-interim role) subject to contract approval at the July regular meeting.

**4. PUBLIC HEARING (00:58:05)**

**a. Fire Hazard Abatement Hearing on the Designation of Properties Containing Fire Hazards**

**Moved/Seconded:** Director Stein/Vice President Madugo

**Action:** Adopted Resolution 2024-01 Declaring that Weeds, Rubbish, Litter or other Flammable Material on Designated Private Properties Constitutes a Public Nuisance and Providing for Notice that the Fire Chief or Designee Shall Abate Such Public Nuisance Conditions if not Abated by the Property Owner **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 01:02:15**

**5. ADOPTION OF CONSENT ITEMS (00:06:26)**

**a. Approval of Minutes** of the Board of Directors Regular meeting of 05/15/2024

**b. Acceptance of Incident Activity Report** May 2024

**c. Approval of Monthly Transmittal** 06/19/2024

- d. **Approval of Monthly Financial Reports 05/31/2024**
- e. **Adoption of Resolution 2024-02 Establishing the Appropriations Limit of the Kensington Fire Protection District for FY 2024-2025**
- f. **Approval of FY 2024-2025 Fee Schedule for El Cerrito-Kensington Fire Department Contract (taken prior to 9b)**
- g. **Adoption of Resolution 2024-03 Authorizing Contra Costa County to Place the Special Tax on the Tax Roll for Fiscal Year 2024-2025 and to Collect the Special Tax on Behalf of the Kensington Fire Protection District (see 9b)**
- h. **Adoption of Resolution 2024-04 Ordering the Even Year Board of Directors Election, Consolidation of Elections, and Specifications of the Election Order**

Items 5a, 5c, 5f, and 5g were removed from Consent.

**Moved/Seconded:** Director Stein/Vice President Madugo  
**Action:** Approved Consent Items 5b, 5d, 5e, and 5h **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 01:06:04**

**6. FIRE CHIEF'S REPORT (01:07:15)**

**7. EMERGENCY PREP COORDINATOR'S REPORT (01:12:45)**

**5c. Approval of Monthly Transmittal 06/19/2024 (pulled from Consent above)**

**Moved/Seconded:** Director Stein/Vice President Madugo  
**Action:** Approved Monthly Transmittal with the correction necessary for the payment of the El Cerrito contract and reimbursement of the revolving fund **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 01:32:26**

**5c. Approval of Minutes** of the Board of Directors Regular meeting of 05/15/2024 (pulled from Consent above)

This item will be brought back to the Board at a future meeting with revisions.

**8. OLD BUSINESS**

- a. **Strategic Planning District Goals (01:40:44) (3:08:08)**  
This item was adjourned to the next meeting.

**9. NEW BUSINESS**

- a. **At-Will Employment Agreement for Interim General Manager**  
This item will not be taken at this meeting.

**5f. Approval of FY 2024-2025 Fee Schedule for El Cerrito-Kensington Fire Department Contract**

**Moved/Seconded:** Director Watt/Director Artis  
**Action:** Approved FY 2024-2025 El Cerrito Contract Fee Schedule with any revisions from the Finance Committee to be brought back prior to the September adoption **Ayes:** Secretary

Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None  
**Abstain:** None **Absent:** None **Video Time Stamped:** 01:50:54

**b. Adoption of Resolution 2024-01 Preliminary FY 2024-2025 Budget (01:44:50)**

**Moved/Seconded:** Director Stein/Vice President Madugo  
**Action:** Adoption of Resolution 2024-05 (*numbering corrected from 03*) Preliminary FY 2024-2025 Budget **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None **Video Time Stamped:** 02:56:04

**5g. Adoption of Resolution 2024-03 Authorizing Contra Costa County to Place the Special Tax on the Tax Roll for Fiscal Year 2024-2025 and to Collect the Special Tax on Behalf of the Kensington Fire Protection District**

**Moved/Seconded:** Director Stein/Director Watt  
**Action:** Adoption of Resolution 2024-03 (*numbering corrected from 01*) Authorizing Contra Costa County to Place the Special Tax on the Tax Roll for Fiscal Year 2024-2025 and to Collect the Special Tax on Behalf of the Kensington Fire Protection District **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None **Video Time Stamped:** 02:57:51

**c. FY 2024-25 Emergency Preparedness Committee Work Plan (02:58:49)**

**Moved/Seconded:** Vice President Madugo/Director Stein  
**Action:** Approved FY 2024-25 Emergency Preparedness Committee Work Plan with any additions to be brought back to the Board **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None **Video Time Stamped:** 03:04:04

**Moved/Seconded:** Secretary Artis/Director Stein  
**Action:** Approved extending the meeting to 10:40 p.m. **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None **Video Time Stamped:** 03:24:52

**d. Renewal of Contract For Emergency Preparedness Coordination**

This item was adjourned to the next meeting.

**e. Public Safety Building Repainting**

This item was adjourned to the next meeting.

**10. GENERAL MANAGER'S REPORT**

This item was adjourned to the next meeting.

**11. PUBLIC SAFETY BUILDING PROJECT UPDATE**

This item was adjourned to the next meeting.

**12. COMMITTEE REPORTS**

**a. Emergency Preparedness Committee Meeting**

This item was adjourned to the next meeting.

**b. Finance Committee Meeting**

This item was adjourned to the next meeting.

**13. OUTSIDE AGENCIES REPORTS**

**a. Contra Costa Special Districts Association**

**14. ADJOURNMENT:** President Levine adjourned the meeting at 10:40 p.m.

MINUTES PREPARED BY: Mary Morris-Mayorga

These minutes were approved at the Board Meeting of the Kensington Fire Protection District on August 21, 2024.

Attest:

\_\_\_\_\_  
Secretary of the Board



**KENSINGTON FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING MINUTES**  
*These minutes will be supplemented by transcription software.*

**DATE/TIME:** July 17, 2024, 7:00PM

**LOCATION:** Kensington Community Center, 59 Arlington Avenue, Kensington (and hybrid)

**PRESENT:** Directors: President Daniel Levine, Vice President Danielle Madugo,  
Secretary Rick Artis, Director Julie Stein, Director Jim  
Watt Staff: Consultant Mary Morris-Mayorga, Fire Chief Eric Saylor

**1. CALL TO ORDER/ROLL CALL**

President Daniel Levine called the meeting to order at 7:04 p.m. and confirmed the roll call.

**2. PUBLIC COMMENT (00:00:41)**

**3. ITEMS ADJOURNED FROM THE MEETING ON 6/19/2024**

**a. Strategic Planning District Goals (00:14:15)**

This item will be brought back to the August meeting.

**b. Renewal of Contract For Emergency Preparedness Coordination (00:53:50)**

**Moved/Seconded:** President Levine/Director Watt

**Action:** Approved Consultant Morris-Mayorga pursue with District counsel a time and materials contract or contract that provides similar accountability for the Emergency Preparedness Coordinator to bring back to the Board for consideration at the August regular meeting **Ayes:** President Levine, Vice President Madugo, Secretary Artis, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 01:37:50**

**Moved/Seconded:** President Levine/Director Stein

**Action:** Approved a contract amendment to extend the Altivu previous contract for two months with an appropriate prorated amount **Ayes:** President Levine, Vice President Madugo, Secretary Artis, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 01:45:06**

**c. Public Safety Building Repainting (01:48:07)**

Additional bids for painting three or four sides of the Public Safety Building in a lighter color and for possible color schemes that have been suggested to be brought to the Board at a future meeting.

**4. ADOPTION OF CONSENT ITEMS (02:05:18)**

**a. Approval of Minutes** of the Board of Directors Regular meeting of 05/15/2024 and Special meeting of 6/5/2024

**b. Acceptance of Incident Activity Report** June 2024

**c. Approval of Monthly Transmittal** 07/17/2024

**d. Approval of Monthly Financial Reports** 06/30/2024



**e. Ratify Approval of the Change in Time of Regular Emergency Preparedness**

**Moved/Seconded:** Director Stein/President Levine

**Action:** Approved adopting all Consent Calendar Items **Ayes:** President Levine, Vice President Madugo, Secretary Artis, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 02:05:46**

**5. FIRE CHIEF'S REPORT (02:06:13)**

**Moved/Seconded:** President Levine/Director

**Action:** Approved extending the meeting to 10:30 p.m. **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 02:48:00**

**6. EMERGENCY PREP COORDINATOR'S REPORT (02:53:06)**

**7. OLD BUSINESS - none**

**8. NEW BUSINESS**

**a. Employment Agreement for General Manager Position (03:02:00)**

The Board will hold a Closed Session in August on this item.

**b. Request Marjang modify the first floor of the PSB in accordance with the attached layout to provide police service as requested by Ridgeline (03:15:23)**

**c. Possible capital expenditures of surplus available cash in fiscal year 2024-25**

This item was adjourned to the next meeting.

**Moved/Seconded:** Director Madugo/President Levine

**Action:** Approved extending the meeting to 10:50 p.m. **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 03:40:43**

**d. Recording and Reporting on Board Meetings (item taken after 8e) (03:43:56)**

**Moved/Seconded:** President Levine/Director Stein

**Action:** Adopt action minutes for the proceedings of the Kensington Fire Protection District for minutes that have not yet been produced and procure transcription software for those meetings **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 03:48:44**

**e. CSDA Board of Directors Election Ballot - Term 2025 - 2027; Seat A - Bay Area Network (item taken prior to 8d) (03:41:20)**

**Moved/Seconded:** Director Stein/Director Madugo

**Action:** Approved voting for Renee Fernandez-Lipp for the CSDA Board of Directors Seat A - Bay Area Network **Ayes:** Secretary Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 03:42:19**

**Moved/Seconded:** Director Artis/President Levine

**Action:** Approved extending the meeting to 10:55 p.m. **Ayes:** Director Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None

**Absent:** None

**Video Time Stamped: 03:45:57**

**9. GENERAL MANAGER’S REPORT**

This item was adjourned to the next meeting.

**10. PUBLIC SAFETY BUILDING PROJECT UPDATE**

This item was adjourned to the next meeting.

**11. COMMITTEE REPORTS**

**a. Emergency Preparedness Committee Meeting**

This item was adjourned to the next meeting.

**b. Finance Committee Meeting**

This item was adjourned to the next meeting.

**12. OUTSIDE AGENCIES REPORTS**

**a. Contra Costa Special Districts Association**

This item was adjourned to the next meeting.

**13. ADJOURNMENT:** President Levine adjourned the meeting at 10:53 p.m.

MINUTES PREPARED BY: Mary Morris-Mayorga

These minutes were approved at the Board Meeting of the Kensington Fire Protection District on August 21, 2024.

Attest:

\_\_\_\_\_  
Secretary of the Board



**KENSINGTON FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS MEETING MINUTES**

**DATE/TIME:** July 13, 2022, 7:00PM

**LOCATION:** Zoom Teleconference

**PRESENT:** Directors: President Larry Nagel, Director Don Dommer, Secretary Janice Kosel, Vice President Kevin Padian  
 Staff: GM Bill Hansell, Fire Marshall Battalion Chief Chase Beckman, Interim Fire Chief Jose Castrejon  
 Consultants: EPC Coordinator Johnny Valenzuela  
 Absent: Director Julie Stein

**1. CALL TO ORDER/ROLL CALL**

President Larry Nagel called the meeting to order at 7:03 p.m. and confirmed the roll call.

**2. PUBLIC COMMENT (00:02:08)**

A member of the public commented on their understanding of the Brown Act and noted potential issues of noncompliance. Another member of the public representing Save Kensington’s Future commented on the collection of 816 Kensington voter signatures who support having KFPD and KPPCSD in a single building and recommended the board not approve a contract that would allow only the KFPD to occupy the Public Safety Building. Another member of the public commented on their desire for the board to hold a public meeting regarding the status of the Public Safety Building.

There was no additional public comment.

**3. ADOPTION OF CONSENT ITEMS (00:13:00)**

President Nagel proposed to approve all consent items on the agenda with a single motion. The board removed item 3a to be approved at a later date.

- a. **Approval of Minutes** of the Board of Directors regular meetings of: 04/13/2022, 04/28/2022, and 05/07/2022
- b. **Acceptance of Incident Activity Report** June 2022
- c. **Approval of Monthly Transmittal** 07/13/2022
- d. **Approval of Monthly Financial Reports** 06/30/2022
- e. **Adoption of Resolution 2022-14 Re-Authorizing Remote Meetings**

There was no public comment.

**MOTION:** M/s Padian/Dommer: Motion to approve consent items 3b-3e.

<b>VOTE:</b> Ayes: Dommer, Nagel, Padian Nays: None Absent: Kosel, Stein	
Motion passed 3-0-2	<b>Video Time Stamped: 00:15:35</b>

**4. OLD BUSINESS (00:15:54)**

There was no old business.

**5. NEW BUSINESS (00:16:00)**

**a. Fire Hazard Abatement Hearing on the Designation of Properties Containing Fire Hazards and Adoption of Resolution 2022-15**

President Nagel opened the public hearing and asked for any objections. There were no public objections.

Fire Marshall Battalion Chief Chase Beckman presented the report as included in the packet. He noted that inspections took place between April 18-21, 2022, which was three (3) weeks earlier than in previous years. He also noted that 53 noncompliance letters were sent to residents, two (2) of which remain noncompliant.

There was no public comment. President Nagel closed the public hearing and terminated public testimony.

President Nagel commended the KFPD on these efforts.

<b>MOTION:</b> M/s Padian/Dommer: Motion to adopt Resolution 2022-15 Declaring that Weeds, Rubbish, Litter or other Flammable Material on Designated Private Properties Constitutes a Public Nuisance and Providing for Notice that the Fire Chief or Designee Shall Abate Such Public Nuisance Conditions if not Abated by the Property Owner.	
<b>VOTE:</b> Ayes: Dommer, Nagel, Padian Nays: None Absent: Kosel, Stein	
Motion passed 3-0-2	<b>Video Time Stamped: 00:23:06</b>

**b. Adoption of Resolution 2022-16 Approving Site Lease and Lease Agreement**

GM Bill Hansell introduced the item and consultants Rob Schmidt, Rick Brandis, Stephanie Downs and KFPD bond attorney Albert Reyes who presented the report as included in the packet.

A member of the public asked when the loan payments would begin, if there was a line item in the budget for these payments, and if there would be a tax increase to Kensington residents as a result of the loan. Rob Schmidt and GM Hansell responded to these questions. Another member of the public asked if the KFPD intends to sell the land where the Public Safety building stands and whether it would get the property back at a cost at

the end of the lease term. Albert Reyes and Stephanie Downs responded to these questions. Another member of the public commented that the agenda item is an attempt to avoid voter approval and requested to table this item until the board votes on item 5c. Another member of the public expressed their concerns about the NHA financial spreadsheet. Another member of the public asked 1) if the loan could be terminated at an earlier date if the remaining balance was paid in full 2) for clarification on the surplus noted in the presentation. Rob Schmidt and GM Hansell responded to these questions. Another member of the public recommended a public meeting to go into detail about NHA's assessment and its assumptions. Another member of the public asked 1) for further clarification about the date of the first loan payment 2) how interest rates might change if construction plans were adjusted. Rob Schmidt and GM Hansell responded to these questions. Another member of the public asked about 1) the precise terms of the lease 2) the obligations of a construction timeline 3) whether approving the lease and financing allowed time to consider and evaluate the bids or whether the approval of the construction bid was required before approving the financing. Albert Reyes responded to these questions.

There was no additional public comment.

<b>MOTION:</b> M/s Padian/Dommer: Motion to adopt Resolution 2022-16 Approving Site Lease and Lease Agreement in order to provide funds for the financing of the acquisition, construction and installation of certain improvements to real property of the District consisting of the design, engineering, demolition, and reconstruction of the Kensington Fire Protection District Public Safety Building.	
<b>VOTE:</b> Ayes: Dommer, Nagel, Padian Nays: None Absent: Kosel, Stein	
Motion passed 3-0-2	<b>Video Time Stamped: 01:16:24</b>

**c. Kensington Public Safety Building Seismic Renovation Bid Results & Project Award**

GM Hansell presented the report as included in the packet. He recommended that CWS Construction Group Inc. be recognized as the low bidder and begin negotiating the contract. Vice President Kevin Padian asked if the board was required by law to accept the lowest bid. GM Hansell confirmed that KFPD has the option to reject the lowest or all bid(s).

A member of the public commented on their preference for Directors Kosel and Stein's votes to be included on this agenda item. Another member of the public suggested an alternative timeline for approving this motion based on their industry experience. GM Hansell responded to this concern. Another member of the public urged the board not to approve the agenda item and asked the board to let residents know how the current plans can be adapted to reflect voter concerns. GM Hansell responded to this concern. A member of the public read a letter on behalf of Save Kensington's Future. The president of Local 1230 representing the City of El Cerrito firefighters commented that they were in favor of this motion. Several members of the public stated they were in opposition to this motion and several members of the public stated they were in favor of this motion. GM Hansell read several public comments that were submitted in writing prior to the meeting. Director Padian commended the residents of Kensington who have carefully reviewed the supporting documentation and provided their suggestions and feedback. Director Dommer

and President Nagel responded to the various public comments.

There was no additional public comment.

<b>MOTION:</b> M/s Dommer/Padian: Motion to approve the project and authorize staff to enter into contract for work to the lowest qualified bidder, CWS Construction Group Inc.
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<b>VOTE:</b> Ayes: Dommer, Nagel, Padian Nays: None Absent: Kosel, Stein
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Motion passed 3-0-2
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<b>Video Time Stamped: 02:22:45</b>
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**d. Resolution 2022-17 Adopting Policy 1190 Debt Management – First Reading**

GM Hansell introduced the item and consultants Rob Schmidt and Albert Reyes who presented the report as included in the packet.

A member of the public commented on the amount of authorized debt limit and asked 1) if the 5% limit of operational appropriations override the 2% Kensington property assessment value limit in all cases 2) if it is possible that a future board could obtain a portion of the 2% into their debt portfolio, which would allow up to \$30M to be borrowed? GM Hansell and Rob Schmidt responded to these questions. Another member of the public asked if the community supports a district policy that would allow it to take on up to \$30M of debt and expressed their opposition to this policy if this were the case.

There was no additional public comment.

**e. Lease Agreement with Unitarian Universalist Church of Berkeley for Use of a Parking Lot on Craft Avenue, Identified as APN 505-302-017, for a Temporary Fire Station Pending Conditional-Use Approval**

President Nagel recused himself from this agenda item, which resulted in a loss of quorum. Therefore this item was tabled to the next board meeting. GM Hansell recommended that a special meeting be held to discuss and take action on this item prior to August 1, 2023 and agreed to poll the board to establish a date.

This item was taken out of order upon Secretary Janice Kosel's arrival to the meeting at 02:48:38. President Nagel recused himself and left the meeting at 02:49:38. GM Hansell presented the report as included in the packet.

A member of the public asked for clarification about Secretary Kosel's participation in this discussion and vote. GM Hansell and Director Padian provided this clarification.

There was no additional public comment or board discussion.

<b>MOTION:</b> M/s Padian/Dommer: Motion to approve a lease agreement with the Unitarian Universalist Church of Berkeley for a parking lot to install a temporary fire station and garage shelter during the period in which the District's Station 65 is constructed (a period of approximately 24 months, including the temporary station preparation time and end-of-lease parking lot restoration) and to approve staff to execute the lease pending approval of
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the Conditional Use Permit by the City of El Cerrito, and with approval as to form by the District Counsel.
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<b>VOTE:</b>
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Ayes: Dommer, Kosel, Padian
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Nays: None
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Absent: Stein
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Abstain: Nagel
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Motion passed 3-0-1-1
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<b>Video Time Stamped: 02:55:18</b>
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**6. FIRE CHIEF'S REPORT (02:36:21)**

Interim Fire Chief Castrejon presented the report as included in the packet. He reviewed the activity incident report, COVID mandates, and gave fire season and staffing updates.

There was no public comment or board discussion.

<b>MOTION:</b> M/s Padian/Nagel: Motion to extend the meeting to 10:15 p.m.
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<b>VOTE:</b>
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Ayes: Dommer, Nagel, Padian
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Nays: None
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Absent: Kosel, Stein
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Motion passed 3-0-2
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<b>Video Time Stamped: 02:44:35</b>
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**7. EMERGENCY PREPAREDNESS COORDINATOR'S REPORT (02:44:55)**

EPC Coordinator Johnny Valenzuela presented the report as included in the packet. He provided updates on Kensington National Night Out and other upcoming events.

Secretary Janice Kosel joined the meeting at 02:48:38.

There was no public comment or board discussion.

**8. GENERAL MANAGER'S REPORT (02:56:15)**

GM Hansell presented the report as included in the packet. He provided updates on GM timesheets, the Proposal for a Joint Public Meeting with the KPPCSD Board, and hybrid board meeting options. Director Padian stated he would like to explore other meeting option solutions; President Nagel suggested following the lead of the KPPCSD meeting solution decision.

GM Hansell read the remainder of a written public comment pertaining to agenda item 5c that was submitted prior to the meeting.

There was no additional public comment.

**9. COMMITTEE REPORTS (03:06:31)**

**a. Emergency Preparedness Committee Meeting**

Director Padian presented the report as included in the packet. He noted that discussion at

the last meeting revolved around the effects of the general manager's report that reflected KFPD's financial advisor's assessment that district funds were in jeopardy, which may necessitate the need for budget cuts, including line items for the elimination of hazardous plants and acquiring an emergency warning system. The committee chose not to make any immediate decisions and noted its desire to preserve EPC Coordinator Valenzuela's work. Director Padian suggested that residents who may have difficulty evacuating Kensington during a fire event consider pre-evacuating if a Diablo Valley wind event occurs.

**10. OUTSIDE AGENCIES REPORTS (03:09:37)**

**a. Contra Costa Special Districts Association**

President Nagel presented the report on behalf of Director Stein as included in the packet. He noted a CSDA Board of Director vote was cast for Ryan Clausnitzer.

**11. ADJOURNMENT:** President ~~Stein~~ Nagel adjourned the meeting at 10:14 p.m.

The next Board of Directors meeting will occur on September 14, 2022.

MINUTES PREPARED BY: Candace Eros Diaz and Mary Morris-Mayorga

These minutes were approved at the Board Meeting of the Kensington Fire Protection District on October 18, 2023 and amended on August 21, 2024.

Attest:

\_\_\_\_\_  
Secretary of the Board





# EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530  
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[www.el-cerrito.org](http://www.el-cerrito.org)

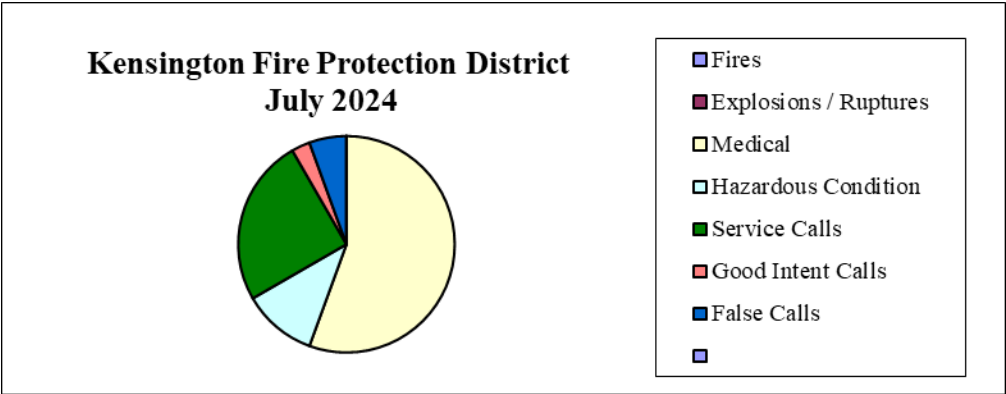


**DATE:** August 2024  
**TO:** Kensington Fire Protection District Board Members  
**FROM:** Jose Castrejon: Battalion Chief  
**RE:** Incident Activity Reports for July 2024

Thirty-six incidents occurred in the Kensington community in July, a decrease of four incidents from the previous month. Please see the attached “Incident Log” for the dates and times, locations, and types of incidents the Fire Department responded to this past month. During this same time, Engine 55 responded to Seventy-two calls for service, an increase of one incident from the previous month. Overall, the El Cerrito-Kensington Fire Department has responded to 2,168 calls for service for the year.

The chart below shows the seven incident response types tracked by the State and National fire incident reporting systems. It also includes the number of responses for each type, the percentage of the total calls for each type, and all the responses in the Kensington community.

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
<b>1: Fires</b>	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	0	0.00%
<b>2: Explosions / Ruptures</b>	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
<b>3: Medical</b>	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	20	55.56%
<b>4: Hazardous Condition</b>	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	4	11.11%
<b>5: Service Calls</b>	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	9	25.00%
<b>6: Good Intent Calls</b>	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	1	2.78%
<b>7: False Calls</b>	<i>(Wrong Company/Unit Dispatched)</i>	2	5.56%
<b>8: Weather</b>	<i>(flooding, wind, lightning)</i>	0	0.00%
<b>Totals</b>		<b>36</b>	<b>100.00%</b>



**Kensington Incidents  
July 2024**

<b>#</b>	<b>Incident</b>	<b>Date</b>	<b>Type</b>	<b>Street</b>	<b>Type</b>	<b>City</b>	<b>Apparatus</b>
1	0024079694	01-Jul-24 08:16:05	321	Franciscan	WAY	Kensington	E155
2	0024080289	02-Jul-24 09:08:54	321	Rugby	AVE	Kensington	E155
3	0024080571	02-Jul-24 17:07:14	746	Norwood	AVE	Kensington	E155
4	0024081623	04-Jul-24 12:19:05	321	Windsor	AVE	Kensington	E155
5	0024081633	04-Jul-24 12:55:26	321	Coventry	RD	Kensington	E155
6	0024081674	04-Jul-24 14:12:21	321	Lake	DR	Kensington	E155
7	0024082234	04-Jul-24 22:18:02	552	Highland	BLVD	Kensington	E155
8	0024082629	05-Jul-24 08:36:46	5000	Garden	DR	Kensington	E155
9	0024082908	05-Jul-24 18:24:26	651	Highgate	CT	Kensington	E155
10	0024084259	08-Jul-24 13:16:02	321	Cambridge	AVE	Kensington	E155
11	0024084544	09-Jul-24 03:21:29	321	Arlington	AVE	Kensington	E155
12	0024085709	11-Jul-24 14:55:51	321	Kerr	AVE	Kensington	E155
13	0024086047	12-Jul-24 09:55:44	321	Highgate	RD	Kensington	E155
14	0024087055	14-Jul-24 12:10:19	400	Westminster	AVE	Kensington	E155
15	0024087419	15-Jul-24 09:03:28	5000	Willamette	AVE	Kensington	E155
16	0024087442	15-Jul-24 09:27:52	322	Kensington	PARK	Kensington	E155
17	0024087804	16-Jul-24 07:14:30	321	Kingston	RD	Kensington	E155
18	0024087854	16-Jul-24 10:19:02	5000	Lenox	RD	Kensington	E155
19	0024088166	17-Jul-24 00:37:11	736	Lake	DR	Kensington	E155
20	0024088356	17-Jul-24 12:55:47	412	Willow	LN	Kensington	E155
21	0024088672	18-Jul-24 06:16:42	321	Plateau	DR	Kensington	E155
22	0024088686	18-Jul-24 07:38:33	321	Lake	DR	Kensington	E155
23	0024088901	18-Jul-24 15:12:00	400	Trinity	AVE	Kensington	E155
24	0024088971	18-Jul-24 18:24:15	321	Arlington	AVE	Kensington	E155
25	0024089547	20-Jul-24 01:32:58	321	Trinity		Kensington	E155
26	0024089862	20-Jul-24 20:44:04	554	Windsor	AVE	Kensington	E155
27	0024090391	21-Jul-24 21:00:57	321	Coventry	RD	Kensington	E155
28	0024090846	22-Jul-24 21:57:14	553	Windsor	AVE	Kensington	E155
29	0024091187	23-Jul-24 15:19:57	5000	Eldridge	CT	Kensington	E155

**Kensington Incidents  
July 2024**

30	0024091399	23-Jul-24 23:55:49	554	Franciscan	WAY	Kensington	E155
31	0024092425	26-Jul-24 08:35:39	321	Kerr	AVE	Kensington	E155
32	0024093284	28-Jul-24 06:58:30	444	Lexington	RD	Kensington	E155
33	0024093533	28-Jul-24 19:09:37	321	Franciscan	WAY	Kensington	E155
34	0024093731	29-Jul-24 08:57:36	554	Beloit	AVE	Kensington	E155
35	0024093892	29-Jul-24 14:53:11	321	Berkeley Park	BLVD	Kensington	E152
36	0024094762	31-Jul-24 13:04:36	321	Ardmore	RD	Kensington	E155

**E55 Responses  
July 2024**

<b>#</b>	<b>Incident</b>	<b>Date</b>	<b>Type</b>	<b>Street</b>	<b>Type</b>	<b>City</b>	<b>Apparatus</b>
1	0024079694	01-Jul-24 08:16:05	321	Franciscan	WAY	Kensington	E155
2	0024080169	02-Jul-24 02:41:19	554	Don Carol	DR	El Cerrito	E155
3	0024080289	02-Jul-24 09:08:54	321	Rugby	AVE	Kensington	E155
4	0024080396	02-Jul-24 12:08:20	321	Edgehill	CT	El Cerrito	E155
5	0024080528	02-Jul-24 15:51:13	611X	Seaview	DR	El Cerrito	E155
6	0024080571	02-Jul-24 17:07:14	746	Norwood	AVE	Kensington	E155
7	0024080810	03-Jul-24 05:23:26	520	Eureka	AVE	El Cerrito	E155
8	0024080902	03-Jul-24 09:50:14	321	Don Carol	DR	El Cerrito	E155
9	0024080954	03-Jul-24 12:01:20	321	Don Carol	DR	El Cerrito	E155
10	0024081623	04-Jul-24 12:19:05	321	Windsor	AVE	Kensington	E155
11	0024081633	04-Jul-24 12:55:26	321	Coventry	RD	Kensington	E155
12	0024081674	04-Jul-24 14:12:21	321	Lake	DR	Kensington	E155
13	0024082234	04-Jul-24 22:18:02	552	Highland	BLVD	Kensington	E155
14	0024082629	05-Jul-24 08:36:46	5000	Garden	DR	Kensington	E155
15	0024082908	05-Jul-24 18:24:26	651	Highgate	CT	Kensington	E155
16	0024083199	06-Jul-24 08:53:33	5000	Seaview	DR	El Cerrito	E155
17	0024084010	07-Jul-24 22:01:36	611T	Stockton	AVE	El Cerrito	E155
18	0024084259	08-Jul-24 13:16:02	321	Cambridge	AVE	Kensington	E155
19	0024084544	09-Jul-24 03:21:29	321	Arlington	AVE	Kensington	E155
20	0024084604	09-Jul-24 08:21:06	5000	Balra	DR	El Cerrito	E155
21	0024084659	09-Jul-24 10:21:35	611X	Fern	ST	El Cerrito	E155
22	0024085029	10-Jul-24 06:36:48	321	Balra	DR	El Cerrito	E155
23	0024085143	10-Jul-24 11:27:22	113	Key	BLVD	El Cerrito	E155
24	0024085168	10-Jul-24 12:22:55	353	El Cerrito	PLZ	El Cerrito	E155
25	0024085709	11-Jul-24 14:55:51	321	Kerr	AVE	Kensington	E155
26	0024086047	12-Jul-24 09:55:44	321	Highgate	RD	Kensington	E155
27	0024086152	12-Jul-24 13:32:36	321	Don Carol	DR	El Cerrito	E155
28	0024086267	12-Jul-24 16:27:31	321	Moeser	LN	El Cerrito	E155
29	0024086380	12-Jul-24 21:11:33	611	Wildcat Canyon	RD	**UNDEFINED	E155

## E55 Responses

July 2024

30	0024086946	14-Jul-24 05:41:14	321	Richmond	ST	El Cerrito	E155
31	0024087055	14-Jul-24 12:10:19	400	Westminster	AVE	Kensington	E155
32	0024087419	15-Jul-24 09:03:28	5000	Willamette	AVE	Kensington	E155
33	0024087442	15-Jul-24 09:27:52	322	Kensington	PARK	Kensington	E155
34	0024087644	15-Jul-24 18:37:02	321	Carlson	BLVD	Richmond	E155
35	0024087804	16-Jul-24 07:14:30	321	Kingston	RD	Kensington	E155
36	0024087854	16-Jul-24 10:19:02	5000	Lenox	RD	Kensington	E155
37	0024088166	17-Jul-24 00:37:11	736	Lake	DR	Kensington	E155
38	0024088178	17-Jul-24 02:08:52	710	San Pablo	AVE	El Cerrito	E155
39	0024088356	17-Jul-24 12:55:47	412	Willow	LN	Kensington	E155
40	0024088672	18-Jul-24 06:16:42	321	Plateau	DR	Kensington	E155
41	0024088686	18-Jul-24 07:38:33	321	Lake	DR	Kensington	E155
42	0024088775	18-Jul-24 10:54:58	5000	Hagen	BLVD	El Cerrito	E155
43	0024088792	18-Jul-24 11:25:55	321	Hancock	WAY	El Cerrito	E155
44	0024088812	18-Jul-24 12:15:13	321	San Pablo	AVE	El Cerrito	E155
45	0024088834	18-Jul-24 12:44:36	710	San Pablo	AVE	El Cerrito	E155
46	0024088901	18-Jul-24 15:12:00	400	Trinity	AVE	Kensington	E155
47	0024088971	18-Jul-24 18:24:15	321	Arlington	AVE	Kensington	E155
48	0024089147	19-Jul-24 08:48:18	321	Don Carol	DR	El Cerrito	E155
49	0024089377	19-Jul-24 16:36:51	745	El Cerrito Plaza		El Cerrito	E155
50	0024089547	20-Jul-24 01:32:58	321	Trinity		Kensington	E155
51	0024089645	20-Jul-24 10:20:45	321	Ludwig	AVE	El Cerrito	E155
52	0024089862	20-Jul-24 20:44:04	554	Windsor	AVE	Kensington	E155
53	0024090157	21-Jul-24 10:55:45	553	Everett	ST	El Cerrito	E155
54	0024090180	21-Jul-24 12:00:28	611X	San Pablo	AVE	El Cerrito	E155
55	0024090391	21-Jul-24 21:00:57	321	Coventry	RD	Kensington	E155
56	0024090726	22-Jul-24 16:21:28	611M	0-0 Wildcat Canyon	RD	**UNDEFINED	E155
57	0024090846	22-Jul-24 21:57:14	553	Windsor	AVE	Kensington	E155
58	0024091044	23-Jul-24 10:35:00	511	El Cerrito	PLZ	El Cerrito	E155
59	0024091187	23-Jul-24 15:19:57	5000	Eldridge	CT	Kensington	E155

## E55 Responses

July 2024

60	0024091273	23-Jul-24 18:00:15	5000	Cutting	BLVD	El Cerrito	E155
61	0024091368	23-Jul-24 22:00:53	900A	Craft	AVE	El Cerrito	E155
62	0024091399	23-Jul-24 23:55:49	554	Franciscan	WAY	Kensington	E155
63	0024091697	24-Jul-24 16:06:41	321	Eureka	AVE	El Cerrito	E155
64	0024091917	25-Jul-24 06:36:45	321	Carmel	AVE	El Cerrito	E155
65	0024091978	25-Jul-24 09:53:42	444	Richmond	ST	El Cerrito	E155
66	0024092425	26-Jul-24 08:35:39	321	Kerr	AVE	Kensington	E155
67	0024093284	28-Jul-24 06:58:30	444	Lexington	RD	Kensington	E155
68	0024093533	28-Jul-24 19:09:37	321	Franciscan	WAY	Kensington	E155
69	0024093731	29-Jul-24 08:57:36	554	Beloit	AVE	Kensington	E155
70	0024093813	29-Jul-24 11:59:51	321	I-80	W	Richmond	E155
71	0024094460	30-Jul-24 19:14:08	322	Eureka	AVE	El Cerrito	E155
72	0024094762	31-Jul-24 13:04:36	321	Ardmore	RD	Kensington	E155

TO: Auditor Controller of Contra Costa County: TRANSMITTAL - APPROVAL  
 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 #.:**  
**DATE :** 8/21/2024  
**LOCATION #:** 13  
**FILENAME:** KENSINGTON

VEND #	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND /ORG	SUB-ACCT	TASK	OPT.	ACTIVITY /WORK AUTH.	ENCUMB (P.O.) / Invoice #	P/C	PAYMENT AMOUNT
50390	CWS	7/31/2024	PSB Renovation Construction (in progress)	7847	2310	<i>(amount pending)</i>			PayApp# 21		300,000.00
50180	Mack5	7/31/2024	PSB Renovation Soft Costs	7847	2310				5903		21,485.00
50151	El Cerrito	8/1/2024	Fire Protection Services	7840	2328						356,482.59
50147	KFPD Revolving Fund	8/21/2024	Reimburse Revolving fund	7840	2490						125,487.94
	Honeywell/US Digital Designs	7/25/2024	PSB Renovation Construction	7847	2310				5267425147		75,784.00
<b>TOTAL</b>											<b><u><u>879,239.53</u></u></b>

Kensington FPD Approval

\_\_\_\_\_  
 Board President

\_\_\_\_\_  
 General Manager

Kensington Fire Protection District  
 Checking Account Replenishment  
 July 15, 2024

Transactions:

Payee	Date	Expenses	Description
Vision Service	07/01/2024	\$ 258.48	Vision Insurance
PG&E	07/01/2024	\$ 1,180.12	Electricity
CalPERS	07/02/2024	\$ 3,660.99	Retiree Health
Microsoft	07/05/2024	\$ 12.50	Microsoft 365 Subscription
Google Apps	07/05/2024	\$ 336.24	Office Exp
Fair Price Movers	07/10/2024	\$ 1,070.23	Capital Outlay (PSB Renovation Soft Costs)
Terminix	07/16/2024	\$ 168.00	Pest Control
Copy Central	07/17/2024	\$ 487.26	Printing/Copying
Hulu	07/19/2024	\$ 76.99	Monthly TV Subscription for Temp Facility
U Printing	07/23/2024	\$ 992.20	Community Services Activities/Public Education
PG&E	07/23/2024	\$ 70.89	Gas
Comcast	07/23/2024	\$ 194.86	Internet
CSDA	07/25/2024	\$ 478.92	Office/Office Expense - books
East Bay Sanitary Co.	07/26/2024	\$ 541.64	Refuse Collection
Cummins	07/29/2024	\$ 2,006.00	Capital Outlay-PSB Soft Costs/Testing & Inspection
PG&E	07/30/2024	\$ 1,695.44	Electricity
Adobe Inc	07/02/2024	\$ 19.99	PDF Software
Tmobile	07/08/2024	\$ 92.00	Telephone
Zoom	07/08/2024	\$ 140.00	Webinars
Ooma	07/22/2024	\$ 82.26	Office Telephone
Comcast	07/22/2024	\$ 205.20	Internet
Pacific Mobile Structures (Ck#995370)	07/02/2024	\$ 3,752.92	Capital Outlay (Temp Facilities Modular)
Redwood Public Law (Ck#995371)	07/08/2024	\$ 1,076.76	Legal Services
Mail Stream Inc (Ck#995372)	07/05/2024	\$ 1,756.05	Public Education
Krisch Company (Ck#995373)	07/02/2024	\$ 1,376.60	Accounting-May
Marjang Architecture (Ck#995374)	07/02/2024	\$ 41,229.56	PSB Renovation
Mary Morris-Mayorga (Ck#995375)	07/03/2024	\$ 4,020.00	Consulting Services-May ck reissued
Teo Carlone (Ck#995376)	07/05/2024	\$ 4,000.00	Wildland Vegetation Management
Streamline (Ck#995377)	07/02/2024	\$ 298.00	Website Development and Maintenance
Applied Material Engineering (Ck#995378)	07/02/2024	\$ 6,975.00	PSB Renovation
ZFA Structural Engineers (Ck#995379)	07/02/2024	\$ 3,740.00	PSB Renovation
Robert Half (Ck#995380)	07/08/2024	\$ 1,120.40	Temporary Services
KPPCSD (Ck#995381)	07/19/2024	\$ 2,438.55	Capital Outlay
Contra Costa Dept of Info Tech (Ck#995382)	07/22/2024	\$ 40.01	Outside Professional Services/CCC Expenses
Locked In Fire & Engineering (Ck#995383)	07/09/2024	\$ 300.00	PSB Renovation
KPPCSD (Ck#995384)	07/19/2024	\$ 5,247.50	Fiscal Analysis Consultant-Ridgeline
Nicolay Consulting Group (Ck#995385)	07/22/2024	\$ 3,000.00	Consulting/OPEB Actuary-ck reissue
Altivu (Ck# 995386)	07/11/2024	\$ 8,759.46	Emergency Prep Coordinator
Robert Half (Ck#995387)	07/17/2024	\$ 896.32	Temporary Services
Mary Morris-Mayorga (Ck#995388)	07/22/2024	\$ 14,280.00	Consulting Services-June
Tim Barry (Ck#995389)	07/29/2024	\$ 4,740.60	Outside Professional Services/Operational Consultant-June
Krisch Company (Ck#995390)	07/29/2024	\$ 2,670.00	Accounting

Net Withdrawals for Replenishment	\$ 125,487.94
	\$ -
Replenishment Adjusted for Monthly Bills	\$ 125,487.94

Board President \_\_\_\_\_ Date \_\_\_\_\_

General Manager \_\_\_\_\_ Date \_\_\_\_\_



**Kensington Fire Protection District  
Cash and Investment Balance Sheet  
As of July 31, 2024**

**Current Cash and Investments**

<b>Cash Balance</b>		Comments
Petty Cash	200.00	
KFPD Revolving Acct - Gen Fund	187,569.84	Balance as of 07/31/2024
General Fund	1,888,738.44	Balance as of 07/31/2024
Special Tax Fund	199,054.72	Balance as of 07/31/2024
Capital Fund	939.62	Balance as of 07/31/2024
<b>Total Cash Balance</b>	<b>2,276,502.62</b>	
<b>Investments</b>		
LAIF Balance	4,131,239.58	Balance as of 07/31/2024
<b>Total Investments</b>	<b>4,131,239.58</b>	
<b>Total Current Cash and Investments</b>	<b>6,407,742.20</b>	

**Kensington Fire Protection District**  
**Balance Sheet Prev Year Comparison**  
**As of July 31, 2024**

08/16/24

Accrual Basis

	Jul 31, 24	Jul 31, 23	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
Petty Cash	200.00	200.00	0.00
KFPD Revolving Acct - Gen Fund	187,569.84	214,832.41	-27,262.57
General Fund	1,888,738.44	5,426,472.88	-3,537,734.44
Special Tax Fund	199,054.72	200,415.72	-1,361.00
Capital Fund	939.62	1,052,258.45	-1,051,318.83
<b>Total Checking/Savings</b>	<b>2,276,502.62</b>	<b>6,894,179.46</b>	<b>-4,617,676.84</b>
<b>Accounts Receivable</b>			
Accounts Receivable	4,805.80	4,805.80	0.00
Advance on Taxes	5,083,995.08	4,931,280.96	152,714.12
Advance on Supplemental Taxes	171,431.98	67,983.45	103,448.53
<b>Total Accounts Receivable</b>	<b>5,260,232.86</b>	<b>5,004,070.21</b>	<b>256,162.65</b>
<b>Other Current Assets</b>			
Prepaid Exp.	6,110.33	5,432.26	678.07
Prepaid CERBT - Retiree Trust	508,252.48	508,252.48	0.00
<b>Investments</b>			
LAIF Balance	4,131,239.58	24,989.81	4,106,249.77
Fed Home Loan Bk - 9/27/23	0.00	3,500,000.00	-3,500,000.00
<b>Total Investments</b>	<b>4,131,239.58</b>	<b>3,524,989.81</b>	<b>606,249.77</b>
<b>Total Other Current Assets</b>	<b>4,645,602.39</b>	<b>4,038,674.55</b>	<b>606,927.84</b>
<b>Total Current Assets</b>	<b>12,182,337.87</b>	<b>15,936,924.22</b>	<b>-3,754,586.35</b>
<b>Fixed Assets</b>			
Land	5,800.00	5,800.00	0.00
Equipment	1,818,946.43	1,793,890.43	25,056.00
Accumulated Depreciation-Equip	-911,477.25	-911,477.25	0.00
Building and Improvements	2,391,581.26	2,391,581.26	0.00
Accumulated Depreciation - Bldg	-1,342,172.17	-1,342,172.17	0.00
<b>Current Capital Outlay</b>			
PSB Renovation Legal	194.40	0.00	194.40
PSB Renovation Soft Costs	1,492,624.91	951,361.09	541,263.82
PSB Renovation Hard Cost	6,115,887.18	1,566,180.05	4,549,707.13
Temp Facility - Soft Costs	261,739.37	261,739.37	0.00
Temp Facilities - Hard Costs	608,501.11	600,096.82	8,404.29
Temp Facilities - Lot Rental	29,842.00	15,100.00	14,742.00
Temp Facilities - Modular	80,993.32	35,958.28	45,035.04
Temp Facilities - Admin Sublet	58,525.20	29,262.60	29,262.60
Temp Facilities - Relocation	46,218.20	35,999.58	10,218.62
Public Safety Building PreConst	2,200.00	0.00	2,200.00
<b>Total Current Capital Outlay</b>	<b>8,696,725.69</b>	<b>3,495,697.79</b>	<b>5,201,027.90</b>
<b>Total Fixed Assets</b>	<b>10,659,403.96</b>	<b>5,433,320.06</b>	<b>5,226,083.90</b>
<b>Other Assets</b>			
Deferred Outflow of Res. - OPEB	133,200.00	133,200.00	0.00
<b>Total Other Assets</b>	<b>133,200.00</b>	<b>133,200.00</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>22,974,941.83</b>	<b>21,503,444.28</b>	<b>1,471,497.55</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
Due to Revolving Acct - Gen Fnd	15,277.41	1,055,715.75	-1,040,438.34
Due to Other - Issued by CCC	1,595,431.79	98,957.20	1,496,474.59
Due To Other Funds	-298,109.06	0.00	-298,109.06
Accounts Payable	697.24	1,297.24	-600.00
<b>Total Accounts Payable</b>	<b>1,313,297.38</b>	<b>1,155,970.19</b>	<b>157,327.19</b>

**Kensington Fire Protection District**  
**Balance Sheet Prev Year Comparison**  
**As of July 31, 2024**

08/16/24

Accrual Basis

	Jul 31, 24	Jul 31, 23	\$ Change
<b>Other Current Liabilities</b>			
PSB Renovation Loan	1,539,460.63	1,539,460.63	0.00
<b>Total Other Current Liabilities</b>	1,539,460.63	1,539,460.63	0.00
<b>Total Current Liabilities</b>	2,852,758.01	2,695,430.82	157,327.19
<b>Long Term Liabilities</b>			
El Cerrito Reconciliation Liab.	187,870.08	187,870.08	0.00
Postretirement Health Ben Liab	0.14	0.14	0.00
<b>Total Long Term Liabilities</b>	187,870.22	187,870.22	0.00
<b>Total Liabilities</b>	3,040,628.23	2,883,301.04	157,327.19
<b>Equity</b>			
Fund Equity - General	3,889,496.00	3,889,496.00	0.00
Fund Equity - Capital Projects	3,213,698.00	3,213,698.00	0.00
Fund Equity - Special Revenue	109,075.00	109,075.00	0.00
Fund Equity - Gen Fixed Asset	2,222,992.01	2,222,992.01	0.00
Fund Equity	5,628,671.17	4,643,760.42	984,910.75
Net Income	4,870,381.42	4,541,121.81	329,259.61
<b>Total Equity</b>	19,934,313.60	18,620,143.24	1,314,170.36
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>22,974,941.83</b>	<b>21,503,444.28</b>	<b>1,471,497.55</b>

# Kensington Fire Protection District Profit & Loss Prev Year Comparison

08/16/24

Accrual Basis

July 2024

	Jul 24	Jul 23	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Property Taxes	5,209,259.62	4,931,281.77	277,977.85
Other Tax Income	172.03	0.00	172.03
Interest Income	46,111.76	194.68	45,917.08
<b>Total Income</b>	<u>5,255,543.41</u>	<u>4,931,476.45</u>	<u>324,066.96</u>
<b>Gross Profit</b>	5,255,543.41	4,931,476.45	324,066.96
<b>Expense</b>			
<b>Staff</b>			
Wages	0.00	8,982.08	-8,982.08
Payroll Taxes	0.00	-1,405.08	1,405.08
Payroll Processing	0.00	197.22	-197.22
<b>Total Staff</b>	0.00	7,774.22	-7,774.22
<b>RETIREE MEDICAL BENEFITS</b>			
PERS Medical	3,660.99	4,365.33	-704.34
Delta Dental	0.00	948.79	-948.79
Vision Care	258.48	323.10	-64.62
<b>Total RETIREE MEDICAL BENEFITS</b>	3,919.47	5,637.22	-1,717.75
<b>OUTSIDE PROFESSIONAL SERVICES</b>			
District Administration	896.32	0.00	896.32
Operational Consultant	4,740.60	0.00	4,740.60
Crime Insurance Policy	0.00	76.58	-76.58
Nixle Fee	0.00	3,182.70	-3,182.70
Emergency Prep Coordinator	8,759.46	8,957.94	-198.48
Accounting	0.00	3,000.00	-3,000.00
Actuarial Valuation	3,000.00	0.00	3,000.00
Contra Costa County Expenses	40.01	322.00	-281.99
El Cerrito Contract Fee	360,054.75	345,580.72	14,474.03
El Cerrito Reconciliation(s)	-3,572.11	6,462.83	-10,034.94
IT Services and Equipment	0.00	1,125.00	-1,125.00
Legal Fees	743.04	0.00	743.04
Recruitment	0.00	3,750.00	-3,750.00
Website Development/Maintenance	298.00	298.00	0.00
<b>Total OUTSIDE PROFESSIONAL SERVICES</b>	374,960.07	372,755.77	2,204.30
<b>COMMUNITY SERVICE ACTIVITIES</b>			
Public Education	992.20	1,165.85	-173.65
Community Shredder	0.00	323.50	-323.50
<b>Total COMMUNITY SERVICE ACTIVITIES</b>	992.20	1,489.35	-497.15
<b>DISTRICT ACTIVITIES</b>			
<b>Office</b>			
Internet	0.00	201.60	-201.60
Office Expense	987.65	538.79	448.86
Office Supplies	487.26	0.00	487.26
Telephone	82.26	110.40	-28.14
<b>Total Office</b>	1,557.17	850.79	706.38
<b>Memberships</b>	0.00	734.17	-734.17
<b>Building Maintenance</b>			
Miscellaneous Maint.	168.00	157.00	11.00
<b>Total Building Maintenance</b>	168.00	157.00	11.00
<b>Building Utilities/Service</b>			
Refuse Collection	541.64	515.52	26.12
Gas and Electric	2,946.45	370.61	2,575.84
Building Utilities/Service - Other	76.99	69.99	7.00
<b>Total Building Utilities/Service</b>	3,565.08	956.12	2,608.96
<b>Total DISTRICT ACTIVITIES</b>	5,290.25	2,698.08	2,592.17
<b>Total Expense</b>	<u>385,161.99</u>	<u>390,354.64</u>	<u>-5,192.65</u>
<b>Net Ordinary Income</b>	<u>4,870,381.42</u>	<u>4,541,121.81</u>	<u>329,259.61</u>
<b>Net Income</b>	<u><u>4,870,381.42</u></u>	<u><u>4,541,121.81</u></u>	<u><u>329,259.61</u></u>

## Kensington Fire Protection District Profit & Loss Budget vs. Actual July 2024

	<u>Jul 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Property Taxes	5,209,259.62	5,694,051.00	-484,791.38	91.49%
Special Taxes	0.00	201,000.00	-201,000.00	0.0%
Other Tax Income	172.03	25,000.00	-24,827.97	0.69%
Interest Income	46,111.76	232,136.00	-186,024.24	19.86%
CERBT Reimbursement	0.00	61,000.00	-61,000.00	0.0%
Salary Reimbursement Agreement	0.00	0.00	0.00	0.0%
Miscellaneous Income	0.00	2,000.00	-2,000.00	0.0%
<b>Total Income</b>	<u>5,255,543.41</u>	<u>6,215,187.00</u>	<u>-959,643.59</u>	<u>84.56%</u>
<b>Gross Profit</b>	5,255,543.41	6,215,187.00	-959,643.59	84.56%
<b>Expense</b>				
<b>Staff</b>				
Wages	0.00	166,400.00	-166,400.00	0.0%
Vacation Wages	0.00	5,000.00	-5,000.00	0.0%
Medical/dental ins compensation	0.00	6,000.00	-6,000.00	0.0%
Payroll Taxes	0.00	12,730.00	-12,730.00	0.0%
Workers Compensation/Life Ins	0.00	3,224.00	-3,224.00	0.0%
Payroll Processing	0.00	2,943.00	-2,943.00	0.0%
<b>Total Staff</b>	<u>0.00</u>	<u>196,297.00</u>	<u>-196,297.00</u>	<u>0.0%</u>
<b>RETIREE MEDICAL BENEFITS</b>				
PERS Medical	3,660.99	48,000.00	-44,339.01	7.63%
Delta Dental	0.00	10,000.00	-10,000.00	0.0%
Vision Care	258.48	3,000.00	-2,741.52	8.62%
<b>Total RETIREE MEDICAL BENEFITS</b>	<u>3,919.47</u>	<u>61,000.00</u>	<u>-57,080.53</u>	<u>6.43%</u>
<b>OUTSIDE PROFESSIONAL SERVICES</b>				
Fiscal Analysis Consultant	0.00	15,000.00	-15,000.00	0.0%
District Administration	896.32			
Operational Consultant	4,740.60	52,800.00	-48,059.40	8.98%
Nixle Fee	0.00	3,296.00	-3,296.00	0.0%
Long Term Financial Planner	0.00	2,500.00	-2,500.00	0.0%
Emergency Prep Coordinator	8,759.46	110,935.00	-102,175.54	7.9%
Accounting	0.00	50,000.00	-50,000.00	0.0%
Actuarial Valuation	3,000.00	3,000.00	0.00	100.0%
Audit	0.00	20,500.00	-20,500.00	0.0%
Bank Fee	0.00	50.00	-50.00	0.0%
Contra Costa County Expenses	40.01	41,101.00	-41,060.99	0.1%
El Cerrito Contract Fee	360,054.75	4,320,657.00	-3,960,602.25	8.33%
El Cerrito Reconciliation(s)	-3,572.11	-42,866.00	39,293.89	8.33%
IT Services and Equipment	0.00	2,000.00	-2,000.00	0.0%
Fire Abatement Contract	0.00	5,513.00	-5,513.00	0.0%
Fire Engineer Plan Review	0.00	3,000.00	-3,000.00	0.0%

## Kensington Fire Protection District Profit & Loss Budget vs. Actual July 2024

	<u>Jul 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Grant Writer/Coordinator	0.00	15,000.00	-15,000.00	0.0%
Risk Management Insurance	0.00	23,866.00	-23,866.00	0.0%
LAFCO Fees	0.00	2,100.00	-2,100.00	0.0%
Legal Fees	743.04	12,000.00	-11,256.96	6.19%
Temporary Services	0.00	5,000.00	-5,000.00	0.0%
Water System Improvements	0.00	10,000.00	-10,000.00	0.0%
Website Development/Maintenance	298.00	3,600.00	-3,302.00	8.28%
Wildland Vegetation Mgmt	0.00	8,063.00	-8,063.00	0.0%
<b>Total OUTSIDE PROFESSIONAL SERVICES</b>	<u>374,960.07</u>	<u>4,667,115.00</u>	<u>-4,292,154.93</u>	<u>8.03%</u>
<b>COMMUNITY SERVICE ACTIVITIES</b>				
Public Education	992.20	15,000.00	-14,007.80	6.62%
Comm. Pharmaceutical Drop-Off	0.00	2,500.00	-2,500.00	0.0%
CERT Emerg Kits/Sheds/Prepared	0.00	4,244.00	-4,244.00	0.0%
Open Houses	0.00	2,000.00	-2,000.00	0.0%
Community Shredder	0.00	5,500.00	-5,500.00	0.0%
Firesafe Planting Grants	0.00	10,000.00	-10,000.00	0.0%
Community Sandbags	0.00	3,500.00	-3,500.00	0.0%
Volunteer Appreciation	0.00	500.00	-500.00	0.0%
Community Center Contribution	0.00	500.00	-500.00	0.0%
<b>Total COMMUNITY SERVICE ACTIVITIES</b>	<u>992.20</u>	<u>43,744.00</u>	<u>-42,751.80</u>	<u>2.27%</u>
<b>DISTRICT ACTIVITIES</b>				
Professional Development	0.00	5,000.00	-5,000.00	0.0%
Office				
Internet	0.00	4,120.00	-4,120.00	0.0%
Office Equipment	0.00	500.00	-500.00	0.0%
Office Expense	987.65	4,000.00	-3,012.35	24.69%
Office Supplies	487.26	1,236.00	-748.74	39.42%
Telephone	82.26	1,030.00	-947.74	7.99%
Office- Other	0.00	530.00	-530.00	0.0%
<b>Total Office</b>	<u>1,557.17</u>	<u>11,416.00</u>	<u>-9,858.83</u>	<u>13.64%</u>
Election	0.00	5,858.00	-5,858.00	0.0%
Firefighter's Apparel & PPE	0.00	1,500.00	-1,500.00	0.0%
Firefighters' Expenses	0.00	5,000.00	-5,000.00	0.0%
Staff Appreciation	0.00	2,500.00	-2,500.00	0.0%
Memberships	0.00	9,500.00	-9,500.00	0.0%
Building Maintenance				
Gardening service	0.00	2,400.00	-2,400.00	0.0%
Building alarm	0.00	1,500.00	-1,500.00	0.0%
Medical Waste Disposal	0.00	2,200.00	-2,200.00	0.0%
Janitorial Service	0.00	2,400.00	-2,400.00	0.0%
Miscellaneous Maint.	168.00	5,000.00	-4,832.00	3.36%
<b>Total Building Maintenance</b>	<u>168.00</u>	<u>13,500.00</u>	<u>-13,332.00</u>	<u>1.24%</u>

## Kensington Fire Protection District Profit & Loss Budget vs. Actual July 2024

	<u>Jul 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Building Utilities/Service</b>				
Refuse Collection	541.64	3,090.00	-2,548.36	17.53%
Gas and Electric	2,946.45	12,000.00	-9,053.55	24.55%
Water/Sewer	0.00	5,000.00	-5,000.00	0.0%
Building Utilities/Service - Other	76.99	1,000.00	-923.01	7.7%
<b>Total Building Utilities/Service</b>	<u>3,565.08</u>	<u>21,090.00</u>	<u>-17,524.92</u>	<u>16.9%</u>
<b>Total DISTRICT ACTIVITIES</b>	5,290.25	75,364.00	-70,073.75	7.02%
<b>Contingency</b>	<u>0.00</u>	<u>20,000.00</u>	<u>-20,000.00</u>	<u>0.0%</u>
<b>Total Expense</b>	<u>385,161.99</u>	<u>5,063,520.00</u>	<u>-4,678,358.01</u>	<u>7.61%</u>
<b>Net Ordinary Income</b>	<u>4,870,381.42</u>	<u>1,151,667.00</u>	<u>3,718,714.42</u>	<u>422.9%</u>
<b>Net Income</b>	<u><b>4,870,381.42</b></u>	<u><b>1,151,667.00</b></u>	<u><b>3,718,714.42</b></u>	<u><b>422.9%</b></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:** August 21, 2024  
**TO:** Mary Morris-Mayorga: General Manager  
**FROM:** Eric Saylor: Fire Chief  
**RE:** **Fire Chief's Report for the August 2024 Fire District Board Meeting**

## Operations

Fire Season started early in 2024 El Cerrito/Kensington fire department responded to requests for mutual to the Park fire at 429,263 acres, the Thomson fire at 3,789 acres, the Lake fire at 38,664 acres, the Shelly fire at 15,520 acres, and the Borel fire at 59,288 acres. El Cerrito/Kensington firefighters are some of the highest trained and skilled firefighters in the state and are frequently requested to fill specialty positions on large fires. The fire department's out of county mutual aid responses are funded by The California Office of Emergency Services and ensures Kensington will receive help from outside sources in the event of a major Wildfire.



Captain Renshaw responded to the Borel incident as a communications specialist. Captain Renshaw set up repeaters across the rugged terrain to ensure firefighters in the remote areas can communicate with the incident commander and other units. The Borel fire destroyed 252 structures, consumed 59,288 acres, and required 811 firefighters to suppress.



Captain Hoyer-Nielson, firefighter Driscoll, and firefighter Becker responded to the Park fire as part of a five engine strike team. The crew faced high heat and burnt terrain for over a week as they battled the largest fire in 2024. The Park fire destroyed 686 structures, consumed 429,263 acres, and required 5426 firefighters to suppress.

**Mission: Protect Lives and Property**  
**Integrity Accountability Teamwork Respect Professionalism**





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Captain Ciappara, Engineer Clarine, firefighter Driscoll, and firefighter Vernarecci were one of the first fire engines to respond to the Park fire in it's first few hours. The crew witnessed the massive smoke plum as the fire spread across the landscape.



Captain Carrion, Engineer Clarine, firefighter Driscoll, and firefighter Vernarecc responded to the Shelly fire as part of a five-engine strike team. Captain Carrion and captured images of the fire advancing on over a hillside toward homes they were defending. The Shelly fire consumed 15,520 acres, injures 8 people, and required 701 firefighters to suppress.

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Captain Renshaw responded to the Lake incident as a communications specialist. Captain Renshaw set up repeaters across the rugged terrain to ensure firefighters in the remote areas can communicate with the incident commander and other units. Captain Renshaw witnessed the massive smoke plume of the 38,000-acre fire. The Lake fire destroyed 5 structures, injured 7 people, and required 447 firefighters to suppress.



Captain/Paramedic Hoyer-Nielsen, Engineer Janes, FF Becker and FF Vernarecci responded to the Thompson fire as part of a five-engine strike team to defend homes and check burned areas for possible restarts of the fire. The Thompson fire destroyed 36 structures and consumed 3,789 acres.

## Training

The El Cerrito Fire department started Command College, a curriculum that teaches fire officers how to manage major incidents and large fires. Command College runs every Wednesday from 9:00 am to 11:00 am through 2024.

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**Mission: Protect Lives and Property**  
**Integrity Accountability Teamwork Respect Professionalism**

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# EL CERRITO-KENSINGTON FIRE DEPARTMENT

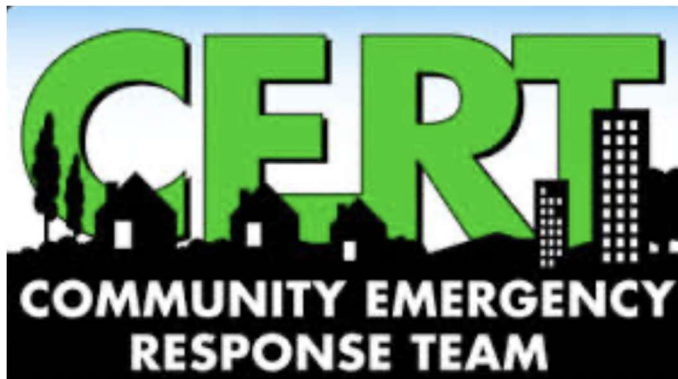


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## Public education and outreach



Captain Dawson, Firefighter/Paramedic Williams and Firefighter/Paramedic Van Wyck meet with the students at the El Cerrito Preschool C0-op to discuss fire safety and expose the children to what a firefighter looks like when to enter a house to find them.



The El Cerrito-Kensington Fire Department is now accepting registration for CERT classes that begin on October 2, 2024. The registration form can be found <https://www.el-cerrito.org/577/Register-for-Classes>

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**Mission: Protect Lives and Property**  
**Integrity Accountability Teamwork Respect Professionalism**

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# KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** August 21, 2024  
**TO:** Board of Directors  
**RE:** Budget Amendment for Purchase of Defibrillator  
**SUBMITTED BY:** Mary A. Morris-Mayorga, General Manager  
Eric Saylor, Fire Chief

### Recommended Action

Staff recommends that the Board approve a budget amendment in the amount of \$149,371.80 to purchase a defibrillator and related components.

### Background

One of the primary missions of the Kensington Fire Protection District is responding to emergency medical incidents. The Fire Department is an Advanced Life Support (ALS) provider in Contra Costa County. Per the California Code of Regulation, Title 22, all emergency medical providers in the United States are governed by the local emergency medical authority (LESMA). The Contra Costa County LEMSAs requires all ALS providers to respond to medical incidents with certified and functioning electrocardiogram (EKG) monitors. In addition, the Fire Department uses a mechanical Cardiopulmonary Resuscitation (CPR) device to increase the survival rate of patients under Cardiopulmonary Resuscitation.

KFPD currently owns 2 EKG monitors ("LifePak Monitors") and one mechanical CPR devices ("Lucas Devices") manufactured by Stryker. Both the EKG monitors and mechanical CPR devices are beyond their service life and therefore are unserviceable by the manufacturer. Contra Costa County fire department, which provides the City with medical transportation services, only uses Stryker monitors and mechanical CPR devices. In addition, El Cerrito/Kensington Firefighters as well as their regional counterparts, which provide mutual aid, are only trained in Stryker monitors and mechanical CPR devices. Stryker is the sole source provider of LifePak Monitors and Lucas Devices.

The need for this replacement was only recently identified and not known at the time of budget development; therefore, a budget amendment is needed to include the quoted amount from Stryker of \$149,371.80 in the budget. This budget amendment would be an expenditure for capital outlay to be funded by the General Fund.

### Budget Amendment

<u>Fund</u>	<u>Expenditure</u>	<u>Budget Impact</u>
General Fund	Capital Outlay	(\$149,371.80)

### Fiscal Impact

Funds are available in the General Fund reserves.

**Attachments:** Quote from Stryker



LP 35

Quote Number: 10949745

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: KENSINGTON FIRE PROT DISTRICT  
Attn:

Rep: Nate Bollinger  
Email: nathan.bollinger@stryker.com  
Phone Number: (916) 716-9873

Quote Date: 07/08/2024

Expiration Date: 10/06/2024

Contract Start: 07/08/2024

Contract End: 07/07/2025

Delivery Address

Sold To - Shipping

Bill To Account

Name:	KENSINGTON FIRE PROT DISTRICT	Name:	KENSINGTON FIRE PROT DISTRICT	Name:	KENSINGTON FIRE PROT DISTRICT
Account #:	20026958	Account #:	20026958	Account #:	20026958
Address:	217 ARLINGTON AVE KENSINGTON California 94707-1401	Address:	217 ARLINGTON AVE KENSINGTON California 94707-1401	Address:	217 ARLINGTON AVE KENSINGTON California 94707-1401

Equipment Products:

#	Product	Description	U/M	Qty	List Price	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP;12L,WIFI/CELL/LN/CPRIN,STD,BT	PCE	2	\$51,400.00	\$41,120.00	\$82,240.00
2.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	PCE	2	\$1,000.00	\$800.00	\$1,600.00
3.0	11140-000102	CHARGER, BATTERY, LP35	PCE	2	\$3,000.00	\$2,400.00	\$4,800.00
4.0	11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	PCE	2	\$108.00	\$86.40	\$172.80
5.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PCE	2	\$58.00	\$46.40	\$92.80
6.0	11996-000090	Electrode EDGE QUIK-COMBO RTS	PCE	2	\$58.00	\$46.40	\$92.80
7.0	11335-000005	KIT, PRINTER, LP35	PCE	2	\$3,000.00	\$2,400.00	\$4,800.00
8.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	PCE	2	\$859.00	\$687.20	\$1,374.40
9.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	2	\$47.00	\$37.60	\$75.20
10.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	2	\$67.00	\$53.60	\$107.20
11.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	2	\$30.00	\$24.00	\$48.00
12.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	2	\$34.00	\$27.20	\$54.40
13.0	11335-000008	KIT, STORAGE BAGS, LP35	PCE	2	\$600.00	\$480.00	\$960.00
14.0	11150-000020	KIT, MODEM, NA, LP35	PCE	2	\$1,500.00	\$1,200.00	\$2,400.00
15.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	PCE	2	\$945.00	\$756.00	\$1,512.00



LP 35

Quote Number: 10949745

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: KENSINGTON FIRE PROT DISTRICT  
Attn:

Rep: Nate Bollinger  
Email: nathan.bollinger@stryker.com  
Phone Number: (916) 716-9873

Quote Date: 07/08/2024

Expiration Date: 10/06/2024

Contract Start: 07/08/2024

Contract End: 07/07/2025

#	Product	Description	U/M	Qty	List Price	Sell Price	Total
16.0	11260-000073	KIT, SHOULDER STRAP, LP35	PCE	2	\$75.00	\$60.00	\$120.00
17.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$20,015.00	\$16,012.00	\$16,012.00
18.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	1	\$1,555.00	\$1,244.00	\$1,244.00
19.0	11576-000071	LUCAS External Power Supply	PCE	1	\$492.00	\$393.60	\$393.60
20.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	1	\$925.00	\$740.00	\$740.00
21.0	11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	PCE	2	\$120.00	\$96.00	\$192.00
Equipment Total:							\$119,031.20

ProCare Products:

#	Product	Description	Qty	List Price	Sell Price	Total
23.1	LIFEPK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT <i>07/09/2024 - 07/08/2030</i> Parts, Labor, Travel Preventative Maintenance Batteries Service	2	\$2,317.00	\$11,816.70	\$23,633.40
23.2	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device <i>07/09/2024 - 07/08/2030</i> Parts, Labor, Travel Preventative Maintenance Batteries Service	1	\$1,719.00	\$8,766.90	\$8,766.90
ProCare Total:						\$32,400.30

Data Solutions:

#	Product	Description	Qty	List Price	Sell Price	Total
22.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$3,647.00	\$3,464.65	\$3,464.65
Data Solutions Total:						\$3,464.65



**LP 35**

Quote Number: 10949745

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21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: KENSINGTON FIRE PROT DISTRICT  
Attn:

Rep: Nate Bollinger  
Email: nathan.bollinger@stryker.com  
Phone Number: (916) 716-9873

Quote Date: 07/08/2024

Expiration Date: 10/06/2024

Contract Start: 07/08/2024

Contract End: 07/07/2025

**Price Totals:**

	<b>8.75%</b>	
<i>Per rep, system printing glitch - calculated correctly as 8.75%</i>	Estimated Sales Tax (10.310%): ✓	\$10,416.32
	Freight/Shipping:	\$2,059.33
	Grand Total:	\$149,371.80

Prices: In effect for 30 days

Terms: Net 30 Days

**Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

## **AT-WILL EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of August 22, 2024, by and between the Kensington Fire Protection District (“District” or “Employer”) and Mary Morris-Mayorga (“Employee”), subject to the following terms and conditions.

### **RECITALS**

This Agreement is made and entered with respect to the following facts:

A. Employer is a public agency and fire protection district organized and existing under and pursuant to the Fire Protection District Law (Health & Safety Code, §13800, *et seq.*).

B. Employer desires to hire Employee, who is presently serving as the Interim General Manager, for the position part-time General Manager and to provide compensation on an hourly basis beginning August 22, 2024, subject to the following terms and conditions.

C. Employee desires to accept such at-will employment subject to the following terms and conditions.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, Employer and Employee agree as follows:

### **AGREEMENT**

#### **1. Employment.**

**1.1 General Manager.** Employer hereby hires Employee as its part-time General Manager effective August 22, 2024. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity as General Manager shall serve at the pleasure of the District Board of Directors.

**2. Term Of Employment.** The term of this Agreement shall commence August 22, 2024 and shall continue for two (2) years from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 11.

#### **3. Employee’s Duties Scope.**

a. Employee shall serve as Employer’s part-time General Manager, and shall perform the functions and duties specified in applicable state laws and the District’s Policy Manual, Employee Handbook, and Operations Manual, as the same may be amended from time to time.

b. Employee shall perform other legally permissible functions and duties as the District Board of Directors may assign from time to time pursuant to formal action, including assignments given by an individual or committee pursuant to authority delegated by the Board of Directors by formal action.



c. “Formal action” for this purpose shall mean a motion, resolution, or ordinance approved or adopted by the Board of Directors in accordance with its policies.

d. As General Manager, except when the Board of Directors has designated an Acting General Manager by formal action, Employee shall have full power and authority to manage and conduct District business.

e. Employee shall render their best professional services and skills for the benefit of the District. Employee shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards for a professional public agency administrator. Employee agrees to devote sufficient and adequate time, ability, attention, energy, knowledge, and skills to the performance of their duties under this Agreement and, except as provided herein, to remain in the exclusive employ of District during the Term of this Agreement.

**3.2 Conflicts.** Employee shall not engage in any activity that is or may become a legal conflict of interest or a legally prohibited contract, or that does or may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

**3.3 Schedule.**

a. While it is anticipated that Employee will normally work an approximately twenty-four (24) hour work week, it is expected, due to the nature of the job, that from time to time such hours per week will be exceeded.

b. Additional time beyond the District’s normal business hours will be required, including, but not limited to, time in connection with attendance at evening meetings, outside of normal business hours.

c. Employee represents that any current additional activities will not interfere with their duties as General Manager.

d. Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

**3.4 Exempt Position.** The position of General Manager is exempt under the Fair Labor Standards Act.

**3.5 Board Members.** No Board Member shall interfere with the execution of Employee’s duties, or order, directly or indirectly, Employee to appoint or remove any person to or from any office or employment of the District, except in accordance with applicable District policies. Individual Board Members shall address any District employees and contract services under Employee’s management solely through Employee, and no individual Board Member shall give orders to any subordinate of the Employee, either publicly or privately, except as permitted by the Employee.

**3.6 Location.** Except as stated herein, it is anticipated that the majority of the services provided by Employee under this Agreement will be provided at District facilities.

a. Notwithstanding the foregoing, it is understood by the parties that, at the time of execution of this Agreement, the District does not have suitable office space at its facilities to provide Employee with an office. Until such time the District provides a dedicated facility for the performance of Employee's routine duties, Employee may perform such work remotely. Employee shall be available to meet with members of the Board of Directors, employees, contractors, members of the public, representatives of other agencies, and other individuals having an interest in District business at a District facility on a by-appointment basis.

b. Employee shall attend and administer all regular and special meetings of the Board of Directors or its committees in person, except that the District agrees to allow occasional telephonic or virtual attendance at such meetings in order to minimize Employee's travel for meetings without extensive agendas.

c. Upon the availability of suitable office space and equipment, Employee shall perform the duties described by this Agreement as specified by formal action of the Board of Directors.

**3.7 Conduct.** Employee acknowledges that the position of General Manager is a position of high visibility before the public. Employee shall conduct themselves before the public, both during and outside of regular working hours, in a manner that reflects favorably upon Employer.

**3.8 Support and Equipment.** The District shall, at District expense, supply Employee with sufficient personnel, contractors, and equipment to allow Employee to perform Employee's duties and obligations under this Agreement. All equipment supplied by District to Employee shall be returned to the District upon termination of this Agreement.

a. The District shall, at District's expense, supply Employee with a cellular phone for the purpose of conducting District business.

b. The District shall, at District's expense, supply Employee with a laptop computer for the purpose of conducting District business.

c. Employee shall use such equipment exclusively for District business once received and shall not conduct District business using person cellular phones or computers.

**3.9 Reimbursement.** Subject to Employer's policies, restrictions, and directions, including submission of receipts or other satisfactory documentation, Employer shall pay or reimburse Employee for actual and necessary expenses reasonably incurred by Employee in the performance of Employee's duties pursuant to this Agreement, including such expenses incurred when traveling on District business. Expenses incurred while commuting to District facilities to carry out employment duties shall not be reimbursed. Employee shall provide her own automobile for use in conducting normal District business. Unless otherwise expressly

agreed upon, the District's Employee Handbook, as the same may be amended from time to time, shall govern reimbursement of Employee's business mileage.

**4. Compensation.** As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following compensation unless and until this Agreement is terminated as hereinafter provided:

**4.1 Hourly Pay.** Employee shall be paid at a rate of one-hundred twenty-three dollars and zero cents (\$123.00) per hour for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. For reference purposes only, the hourly pay rate would reflect a fulltime equivalent annual salary of two hundred fifty-five thousand eight hundred forty dollars and zero cents (\$255,840.00) per year (\$123.00 times 2,080 hours). Employee shall provide the Finance Committee with a report of hours worked in fifteen-minute increments by way of a twice-monthly timesheet. Report shall include such details as required by formal action of the Board of Directors. Compensation shall be paid twice per month in accordance with District policies or as established by the Board of Directors.

**4.2 Deductions.** Taxes and other legally required deductions will be deducted from Employee's compensation under this Agreement.

**4.3 Workload.**

a. It is expected that the position of General Manager will be a sixty-percent full-time equivalent (60% FTE) and that the duties and responsibilities of the General Manager position will require twenty-four (24) hours per week. District recognizes that the duties and responsibilities of the position may require Employee to work additional time periodically due to specific events and tasks.

b. Advance permission is hereby given to work up to thirty-two (32) hours per week (80% FTE) when workload and circumstances warrant it. Except in the event of an emergency, employee shall have no right to compensation for hours worked in excess of the foregoing limits in this section unless prior written approval was granted by the Board President or as otherwise established by formal action of the Board.

**4.4 Annual Cost-Of-Living Increase.** On the anniversary date of this Agreement, and every year thereafter, the hourly rate in Section 4.1, above, shall be increased in an amount equal to the twelve-month (12) percent change for San Francisco-Oakland-Hayward, California CPI-U for June of the then-current calendar year.

**4.5 Annual Performance Review.** On or before the anniversary date of this Agreement, and each year thereafter, the Board of Directors shall conduct a formal performance evaluation of Employee. Board and Employee shall agree to a work plan for Employee for the following year and shall reevaluate the requirements and limitations set forth in Section 4.3, herein, to determine whether such requirements and limitations should be adjusted. At the time of the annual review, if the Board, in its sole discretion, concludes that Employee has performed exemplary service as General Manager, the Board may award a merit bonus or increase to Employee's hourly rate forth in Section 4.1, as may be increased from time to time, of not more

than five percent (5%) of Employee's hourly rate prior to any increase pursuant to Section 4.4 for the current calendar year.

**4.6 Amendment.** Changes to FTE annual base salary or hourly rate, including cost-of-living adjustments and/or merit increases, shall be memorialized by an amendment to this Agreement.

**4.7 No Overtime.** Employee shall not be entitled to receive payment or credit, and Employer shall not pay or credit Employee, for overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement.

**5. Employee Benefits.** As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following benefits unless and until this Agreement is terminated as hereinafter provided. Employer shall pay Employee one-thousand dollars and no cents (\$1,000.00) per month as taxable income upon satisfactory proof of health coverage as cash in lieu of benefits for health insurance, dental plan, and life insurance policy. If at any time the District offers health, dental, and/or life insurance benefits to employees through an Employer-sponsored plan, Employee shall be eligible to participate in such plan and the cash in lieu of benefits provided under this paragraph will be discontinued, unless Employee is prohibited by law from participating in the Employer-sponsored plan.

**6. Vacation Leave.** Upon commencement of employment, Employee shall accrue paid vacation leave at the rate of zero point zero five eight (.058) hours per hour worked up to ninety (90) hours of vacation leave per year. Once the maximum vacation accrual is reached, further accrual shall cease. Accrued and unused vacation time shall carry over to the following year. Accrued but unused vacation leave will be paid in full upon termination of Employee at the current hourly rate. Employee may utilize vacation leave after the first ninety (90) days of employment. Employee may use up to six (6) hours of vacation leave per day.

**7. Sick Leave.** Upon commencement of employment, employee shall accrue sick leave at the rate of one (1) hour per thirty (30) hours worked. Employee may utilize sick leave after the first ninety (90) days of employment. Any unused sick leave days at the time of Employee's termination shall be forfeited and shall not be paid upon termination. Accrued and unused sick leave shall carry over to the following year. Separation from employment with the District shall cause cancellation of any accrued but unused sick leave, except as provided in this section, and no payment other than that provided for in this section shall be made for such accrued but unused sick leave. Employee may use up to six (6) hours of sick leave per day.

**8. Holidays.** District will provide Employee with eleven and a half (11.5) paid holidays annually in accordance with District policies. For the purpose of holiday pay, one "day" shall mean six (6) hours and one "half day" shall mean three (3) hours.

**9. Jury Duty Leave.** In the event Employee is summoned to jury duty, they shall be paid Employee's regular wage for each working day of absence up to six (6) hours up to twenty-four (24) hours per calendar year providing that jury fees, less mileage, are refunded by Employee to the Board. In order to receive payment under this Section, Employee must give

Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

**10. No Other Benefits.** Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of District.

**11. At-Will Employment; Termination.** It is specifically understood and agreed that Employee serves at the pleasure of the District Board of Directors. This Agreement and the relationship hereby created may be terminated at any time at the will of District, in its sole discretion, with or without cause, subject to the following:

**11.1 For Cause.** If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as General Manager, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer, (9) unauthorized or unexcused absence from employment or unauthorized or unexcused failure to perform employment duties for more than forty-eight (48) hours, (10) violation of District policies or procedures, (11) failure to maintain satisfactory working relationships with other employees, agents, or the public, (12) improper use of District funds, and/or (13) other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the District. No Severance Compensation shall result from a termination for cause.

**11.2 Incapacity.** Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, or Severance Compensation, if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the General Manager duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

**11.3 By Employee.** Employee may terminate this Agreement and resign their employment at any time, for any reason, upon two (2) months' prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the two (2) month notice period. Once Employee gives Employer such written notice, Employee shall not have the right to rescind it without an affirmative vote of the majority of Employer's elected directors in office as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, Employer shall have the right to immediately remove Employee from their position as General Manager, or to permit Employee to remain in the position of General Manager for all or any part of the two (2) month notice period. If Employer elects to immediately remove Employee from their position as General Manager, or to remove Employee from their position as

General Manager before the expiration of the two (2) month notice period, then Employer shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of General Manager for the two (2) month period. If Employer requests that Employee continue to perform the duties of General Manager during the two (2) month notice period and Employee fails or refuses to do so, then Employee shall receive no salary or benefits after the last date upon which Employee actually performs the duties required of them as General Manager pursuant to this Agreement.

**11.4 Severance.** Unless Employee is terminated for cause, Employer shall pay Employee an amount equal to three (3) months of gross pay as severance compensation (“Severance Compensation”) in addition to the pay and benefits Employee earns under this Agreement through the effective date of termination. All such gross pay shall be subject to usual state and federal withholding. Said payment of Severance Compensation shall be conditioned upon Employee executing a waiver and release agreement forever releasing and waiving any and all claims against the District in a form acceptable to the District. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee’s employment. Employee shall not be entitled to receive any Severance Compensation if Employee resigns their employment with Employer. California Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 are incorporated by reference as if fully set forth herein.

**11.5 Elections.** Employee shall not be terminated without cause during the thirty (30) day period preceding or following any District election for membership on the Board of Directors, or during the ninety (90) day period following any change in membership of the Board of Directors.

**12. Waiver and Release Concerning Additional Compensation.** The Parties understand and agree that the consideration specified in Section 4 and Section 5, above, is the sole compensation to which Employee will be entitled for work performed pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition (“Additional Compensation”) to that specified in Section 4 and Section 5, above, concerning Employee’s performance as General Manager. Except as may otherwise be required by law, the Additional Compensation waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System (“PERS”) concerning work performed for District, and any and all other compensation or benefits that may otherwise be due Employee under District policies.

**13. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement.** By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all rights Employee may otherwise have concerning notice, hearing or other procedural rights (“Procedural Rights”)



under the District's policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

**14. Waiver and Release of Unknown Claims.** By signing this Agreement Employee understands and agrees that the waivers and releases specified in Section 12 and Section 13, above, waive, to the maximum extent allowable by law, any and all existing rights and claims against the District arising from the performance of this Agreement concerning Additional Compensation and procedural rights thereof, including those which Employee does not know or suspect to exist in Employee's favor at the time of executing this Agreement which, if known by Employee would have materially affected this Agreement. Employee specifically waives their rights under Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**15. Indemnification for PERS Benefits and Liability.** In the event a court of competent jurisdiction or an authorized PERS representative determines Employee to be eligible for enrollment in PERS as an employee of the District, or determines Employee and/or District to be liable for costs, expenses, penalties or other PERS-related liability arising from or related to Employee's performance as General Manager pursuant to this Agreement, Employee shall indemnify, defend and hold District harmless for payment of any employee and/or employer contributions for PERS benefits on behalf of Employee, as well as for the payment of any penalties or interest or other liability concerning such contributions or other PERS-related liability that would otherwise be the responsibility of the District.

**16. Employer Property.** All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or produces in connection with this Agreement or with Employee's employment by Employer shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in Employee's possession or under Employee's control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee's employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer's building, all passwords and other methods of gaining access to Employer's premises, property, email accounts, data, bank accounts, or information, all credit cards, debit cards, mobile telephones and radios, laptops, portable storage or recording devices, and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 *et seq.* Employer shall be represented by the Board President, District Counsel, or other designee of the Board to effect and complete the surrender of Employer Property from Employee.

**16.1 Assignment.** This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**16.2 Entire Agreement.** This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

**16.3 Modification.** Any modification of this Agreement will be effective only if it is in writing and signed by District and Employee.

**16.4 Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**17. Indemnification.** Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, District shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as General Manager. Said defense shall be provided by District until such time as all legal action on the matter is concluded. Any District funds provided for the legal defense of Employee shall be fully reimbursed in accordance with California Government Code Section 53243.1 if they are convicted of a crime involving an abuse of office or position as defined in California Government Code Section 53243.4.

**18. Law Governing.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California.

**19. Headings.** The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.

**20. Cooperation.** Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.



**21. Waiver Of Breach.** No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

**22. Notices.** Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Kensington Fire Protection District  
217 Arlington Avenue  
Kensington, CA 94707  
Attention: Board President

(2) Mary Morris-Mayorga



Alternatively, notices required by this Agreement may be personally served in the same manner as applicable to civil judicial process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Mary Morris-Mayorga

5483791.6

\_\_\_\_\_  
By: Daniel Levine, President

## **AT-WILL EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of ~~September 21, 2023~~August 22, 2024, by and between the Kensington Fire Protection District (“District” or “Employer”) and Mary Morris-Mayorga (“Employee”), subject to the following terms and conditions.

### **RECITALS**

This Agreement is made and entered with respect to the following facts:

A. Employer is a public agency and fire protection district organized and existing under and pursuant to the Fire Protection District Law (Health & Safety Code, §13800, *et seq.*).

B. Employer desires to hire Employee, who is presently serving as the Interim General Manager, for the position part-time General Manager and to provide compensation on an hourly basis beginning ~~September 21, 2023~~August 22, 2024, subject to the following terms and conditions.

C. Employee desires to accept such at-will employment subject to the following terms and conditions.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, Employer and Employee agree as follows:

### **AGREEMENT**

#### **1. Employment.**

**1.1 General Manager.** Employer hereby hires Employee as its part-time General Manager effective ~~September 21, 2023~~August 22, 2024. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity as General Manager shall serve at the pleasure of the District Board of Directors.

**2. Term Of Employment.** The term of this Agreement shall commence ~~September 21, 2023~~August 22, 2024 and shall continue for two (2) years from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 11.

#### **3. Employee’s Duties Scope.**

a. Employee shall serve as Employer’s part-time General Manager, and shall perform the functions and duties specified in applicable state laws and the District’s Policy Manual, Employee Handbook, and Operations Manual, as the same may be amended from time to time.

b. Employee shall perform other legally permissible functions and duties as the District Board of Directors may assign from time to time pursuant to formal action,

including assignments given by an individual or committee pursuant to authority delegated by the Board of Directors by formal action.

c. “Formal action” for this purpose shall mean a motion, resolution, or ordinance approved or adopted by the Board of Directors in accordance with its policies.

d. As General Manager, except when the Board of Directors has designated an Acting General Manager by formal action, Employee shall have full power and authority to manage and conduct District business.

e. Employee shall render their best professional services and skills for the benefit of the District. Employee shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards for a professional public agency administrator. Employee agrees to devote sufficient and adequate time, ability, attention, energy, knowledge, and skills to the performance of their duties under this Agreement and, except as provided herein, to remain in the exclusive employ of District during the Term of this Agreement.

**3.2 Conflicts.** Employee shall not engage in any activity that is or may become a legal conflict of interest or a legally prohibited contract, or that does or may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

**3.3 Schedule.**

a. While it is anticipated that Employee will normally work an approximately twenty-four (24) hour work week, it is expected, due to the nature of the job, that from time to time such hours per week will be exceeded.

b. Additional time beyond the District’s normal business hours will be required, including, but not limited to, time in connection with attendance at evening meetings, outside of normal business hours.

c. Employee represents that any current additional activities will not interfere with their duties as General Manager.

d. Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

**3.4 Exempt Position.** The position of General Manager is exempt under the Fair Labor Standards Act.

**3.5 Board Members.** No Board Member shall interfere with the execution of Employee’s duties, or order, directly or indirectly, Employee to appoint or remove any person to or from any office or employment of the District, except in accordance with applicable District policies. Individual Board Members shall address any District employees and contract services under Employee’s management solely through Employee, and no individual Board Member shall

give orders to any subordinate of the Employee, either publicly or privately, except as permitted by the Employee.

**3.6 Location.** Except as stated herein, it is anticipated that the majority of the services provided by Employee under this Agreement will be provided at District facilities.

a. Notwithstanding the foregoing, it is understood by the parties that, at the time of execution of this Agreement, the District does not have suitable office space at its facilities to provide Employee with an office. Until such time the District provides a dedicated facility for the performance of Employee's routine duties, Employee may perform such work remotely. Employee shall be available to meet with members of the Board of Directors, employees, contractors, members of the public, representatives of other agencies, and other individuals having an interest in District business at a District facility on a by-appointment basis.

b. Employee shall attend and administer all regular and special meetings of the Board of Directors or its committees in person, except that the District agrees to allow occasional telephonic or virtual attendance at such meetings in order to minimize Employee's travel for meetings without extensive agendas.

c. Upon the availability of suitable office space and equipment, Employee shall perform the duties described by this Agreement as specified by formal action of the Board of Directors.

**3.7 Conduct.** Employee acknowledges that the position of General Manager is a position of high visibility before the public. Employee shall conduct themselves before the public, both during and outside of regular working hours, in a manner that reflects favorably upon Employer.

**3.8 Support and Equipment.** The District shall, at District expense, supply Employee with sufficient personnel, contractors, and equipment to allow Employee to perform Employee's duties and obligations under this Agreement. All equipment supplied by District to Employee shall be returned to the District upon termination of this Agreement.

a. The District shall, at District's expense, supply Employee with a cellular phone for the purpose of conducting District business.

b. The District shall, at District's expense, supply Employee with a laptop computer for the purpose of conducting District business.

c. Employee shall use such equipment exclusively for District business once received and shall not conduct District business using person cellular phones or computers.

**3.9 Reimbursement.** Subject to Employer's policies, restrictions, and directions, including submission of receipts or other satisfactory documentation, Employer shall pay or reimburse Employee for actual and necessary expenses reasonably incurred by Employee in the performance of Employee's duties pursuant to this Agreement, including such expenses incurred when traveling on District business. Expenses incurred while commuting to District

facilities to carry out employment duties shall not be reimbursed. Employee shall provide her own automobile for use in conducting normal District business. Unless otherwise expressly agreed upon, the District's Employee Handbook, as the same may be amended from time to time, shall govern reimbursement of Employee's business mileage.

**4. Compensation.** As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following compensation unless and until this Agreement is terminated as hereinafter provided:

**4.1 Hourly Pay.** Employee shall be paid at a rate of one-hundred ~~nineteen~~twenty-three dollars and ~~fifty-eight~~zero cents (~~\$119,581~~23.00) per hour for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. For reference purposes only, the hourly pay rate would reflect a fulltime equivalent annual salary of two hundred ~~forty-eight~~fifty-five thousand ~~seven~~eight hundred ~~twenty-six~~forty dollars and ~~forty~~zero cents (~~\$248,726.40~~255,840.00) per year (~~\$119,581~~23.00 times 2,080 hours). Employee shall provide the Finance Committee with a report of hours worked in fifteen-minute increments by way of a twice-monthly timesheet. Report shall include such details as required by formal action of the Board of Directors. Compensation shall be paid twice per month in accordance with District policies or as established by the Board of Directors.

**4.2 Deductions.** Taxes and other legally required deductions will be deducted from Employee's compensation under this Agreement.

**4.3 Workload.**

a. It is expected that the position of General Manager will be a sixty-percent full-time equivalent (60% FTE) and that the duties and responsibilities of the General Manager position will require twenty-four (24) hours per week. District recognizes that the duties and responsibilities of the position may require Employee to work additional time periodically due to specific events and tasks.

b. Advance permission is hereby given to work up to thirty-two (32) hours per week (80% FTE) when workload and circumstances warrant it. Except in the event of an emergency, employee shall have no right to compensation for hours worked in excess of the foregoing limits in this section unless prior written approval was granted by the Board President or as otherwise established by formal action of the Board.

**4.4 Annual Cost-Of-Living Increase.** On the anniversary date of this Agreement, and every year thereafter, the hourly rate in Section 4.1, above, shall be increased in an amount equal to the twelve-month (12) percent change for San Francisco-Oakland-Hayward, California CPI-U for June of the then-current calendar year.

**4.5 Annual Performance Review.** On or before the anniversary date of this Agreement, and each year thereafter, the Board of Directors shall conduct a formal performance evaluation of Employee. Board and Employee shall agree to a work plan for Employee for the following year and shall reevaluate the requirements and limitations set forth in Section 4.3, herein, to determine whether such requirements and limitations should be adjusted. At the time

of the annual review, if the Board, in its sole discretion, concludes that Employee has performed exemplary service as General Manager, the Board may award a merit bonus or increase to Employee's hourly rate forth in Section 4.1, as may be increased from time to time, of not more than five percent (5%) of Employee's hourly rate prior to any increase pursuant to Section 4.4 for the current calendar year.

**4.6 Amendment.** Changes to FTE annual base salary or hourly rate, including cost-of-living adjustments and/or merit increases, shall be memorialized by an amendment to this Agreement.

**4.7 No Overtime.** Employee shall not be entitled to receive payment or credit, and Employer shall not pay or credit Employee, for overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement.

**5. Employee Benefits.** As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following benefits unless and until this Agreement is terminated as hereinafter provided. Employer shall pay Employee one-thousand dollars and no cents (\$1,000.00) per month as taxable income upon satisfactory proof of health coverage as cash in lieu of benefits for health insurance, dental plan, and life insurance policy. If at any time the District offers health, dental, and/or life insurance benefits to employees through an Employer-sponsored plan, Employee shall be eligible to participate in such plan and the cash in lieu of benefits provided under this paragraph will be discontinued, unless Employee is prohibited by law from participating in the Employer-sponsored plan.

**6. Vacation Leave.** Upon commencement of employment, Employee shall accrue paid vacation leave at the rate of zero point zero five eight (.058) hours per hour worked up to ninety (90) hours of vacation leave per year. Once the maximum vacation accrual is reached, further accrual shall cease. Accrued and unused vacation time shall carry over to the following year. Accrued but unused vacation leave will be paid in full upon termination of Employee at the current hourly rate. Employee may utilize vacation leave after the first ninety (90) days of employment. Employee may use up to six (6) hours of vacation leave per day.

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**8. Holidays.** District will provide Employee with eleven and a half (11.5) paid holidays annually in accordance with District policies. For the purpose of holiday pay, one "day" shall mean six (6) hours and one "half day" shall mean three (3) hours.

**9. Jury Duty Leave.** In the event Employee is summoned to jury duty, they shall be paid Employee's regular wage for each working day of absence up to six (6) hours up to twenty-

four (24) hours per calendar year providing that jury fees, less mileage, are refunded by Employee to the Board. In order to receive payment under this Section, Employee must give Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

**10. No Other Benefits.** Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of District.

**11. At-Will Employment; Termination.** It is specifically understood and agreed that Employee serves at the pleasure of the District Board of Directors. This Agreement and the relationship hereby created may be terminated at any time at the will of District, in its sole discretion, with or without cause, subject to the following:

**11.1 For Cause.** If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as General Manager, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer, (9) unauthorized or unexcused absence from employment or unauthorized or unexcused failure to perform employment duties for more than forty-eight (48) hours, (10) violation of District policies or procedures, (11) failure to maintain satisfactory working relationships with other employees, agents, or the public, (12) improper use of District funds, and/or (13) other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the District. No Severance Compensation shall result from a termination for cause.

**11.2 Incapacity.** Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, or Severance Compensation, if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the General Manager duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

**11.3 By Employee.** Employee may terminate this Agreement and resign their employment at any time, for any reason, upon two (2) months' prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the two (2) month notice period. Once Employee gives Employer such written notice, Employee shall not have the right to rescind it without an affirmative vote of the majority of Employer's elected directors in office as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, Employer shall have the right to immediately remove Employee from their position as General Manager, or to permit Employee to remain in the position of General Manager for all



or any part of the two (2) month notice period. If Employer elects to immediately remove Employee from their position as General Manager, or to remove Employee from their position as General Manager before the expiration of the two (2) month notice period, then Employer shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of General Manager for the two (2) month period. If Employer requests that Employee continue to perform the duties of General Manager during the two (2) month notice period and Employee fails or refuses to do so, then Employee shall receive no salary or benefits after the last date upon which Employee actually performs the duties required of them as General Manager pursuant to this Agreement.

**11.4 Severance.** Unless Employee is terminated for cause, Employer shall pay Employee an amount equal to three (3) months of gross pay as severance compensation (“Severance Compensation”) in addition to the pay and benefits Employee earns under this Agreement through the effective date of termination. All such gross pay shall be subject to usual state and federal withholding. Said payment of Severance Compensation shall be conditioned upon Employee executing a waiver and release agreement forever releasing and waiving any and all claims against the District in a form acceptable to the District. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee’s employment. Employee shall not be entitled to receive any Severance Compensation if Employee resigns their employment with Employer. California Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 are incorporated by reference as if fully set forth herein.

**11.5 Elections.** Employee shall not be terminated without cause during the thirty (30) day period preceding or following any District election for membership on the Board of Directors, or during the ninety (90) day period following any change in membership of the Board of Directors.

**12. Waiver and Release Concerning Additional Compensation.** The Parties understand and agree that the consideration specified in Section 4 and Section 5, above, is the sole compensation to which Employee will be entitled for work performed pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition (“Additional Compensation”) to that specified in Section 4 and Section 5, above, concerning Employee’s performance as General Manager. Except as may otherwise be required by law, the Additional Compensation waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System (“PERS”) concerning work performed for District, and any and all other compensation or benefits that may otherwise be due Employee under District policies.

**13. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement.** By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers,



attorneys, affiliated entities, successors, assigns and insurers from any and all rights Employee may otherwise have concerning notice, hearing or other procedural rights (“Procedural Rights”) under the District’s policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

**14. Waiver and Release of Unknown Claims.** By signing this Agreement Employee understands and agrees that the waivers and releases specified in Section 12 and Section 13, above, waive, to the maximum extent allowable by law, any and all existing rights and claims against the District arising from the performance of this Agreement concerning Additional Compensation and procedural rights thereof, including those which Employee does not know or suspect to exist in Employee’s favor at the time of executing this Agreement which, if known by Employee would have materially affected this Agreement. Employee specifically waives their rights under Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**15. Indemnification for PERS Benefits and Liability.** In the event a court of competent jurisdiction or an authorized PERS representative determines Employee to be eligible for enrollment in PERS as an employee of the District, or determines Employee and/or District to be liable for costs, expenses, penalties or other PERS-related liability arising from or related to Employee’s performance as General Manager pursuant to this Agreement, Employee shall indemnify, defend and hold District harmless for payment of any employee and/or employer contributions for PERS benefits on behalf of Employee, as well as for the payment of any penalties or interest or other liability concerning such contributions or other PERS-related liability that would otherwise be the responsibility of the District.

**16. Employer Property.** All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or produces in connection with this Agreement or with Employee’s employment by Employer shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in Employee’s possession or under Employee’s control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee’s employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer’s building, all passwords and other methods of gaining access to Employer’s premises, property, email accounts, data, bank accounts, or information, all credit cards, debit cards, mobile telephones and radios, laptops, portable storage or recording devices, and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 *et seq.* Employer shall be represented by

the Board President, District Counsel, or other designee of the Board to effect and complete the surrender of Employer Property from Employee.

**16.1 Assignment.** This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**16.2 Entire Agreement.** This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

**16.3 Modification.** Any modification of this Agreement will be effective only if it is in writing and signed by District and Employee.

**16.4 Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**17. Indemnification.** Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, District shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as General Manager. Said defense shall be provided by District until such time as all legal action on the matter is concluded. Any District funds provided for the legal defense of Employee shall be fully reimbursed in accordance with California Government Code Section 53243.1 if they are convicted of a crime involving an abuse of office or position as defined in California Government Code Section 53243.4.

**18. Law Governing.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California.

**19. Headings.** The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.

**20. Cooperation.** Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.

**21. Waiver Of Breach.** No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

**22. Notices.** Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Kensington Fire Protection District  
217 Arlington Avenue  
Kensington, CA 94707  
Attention: Board President

(2) Mary Morris-Mayorga

[REDACTED]  
[REDACTED]

Alternatively, notices required by this Agreement may be personally served in the same manner as applicable to civil judicial process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Mary Morris-Mayorga  
5483791.6

\_\_\_\_\_  
By: Daniel Levine, President

## Overview of Major Capital Improvements

The Board approved a preliminary budget for FY 24-25. This analysis assumes that revenues will total \$6,215,187 and expenditures \$5,063,52, leaving a net operating surplus of \$1,151,666 – see Exhibit A following. However, as also shown on Exhibit A, the KFPD is required to set aside in FY 24-25 \$219,348 to maintain a capital reserve account to replace fire engine equipment, and must pay \$141,570 annually to pay down the \$2.0 million loan to rebuild the PSB. When these two obligation are subtracted from the net operation surplus for FY 24-25, the KFPD will have \$790,748 in available cash.

Section 1150.10 of the KFPD's Policy Handbook states that "the general manager shall draft a proposed annual budget. **Such an annual budget shall be balanced.**" As indicated from the aforementioned paragraph and shown in Exhibit A, the current budget leaves the KFPD with an available surplus of \$790,748. It is recommended this surplus be designated for several fire protection measures as described below.

**Reducing risk of a Tilden Park fire** – East Bay Regional Park District (EBRPD) owns the land comprising the school trail from Grizzly Peak to Kensington Hilltop School and east into the park. The property from Kensington Hilltop north to the Kensington/El Cerrito boarder is owned by Richmond but part of EBRPD. This park land is heavily wooded, has not had a fire for at least 100 years, and is considered vulnerable to a fire originating from strong late season easterly winds blowing towards Kensington. Unfortunately a reduction in the fuel capacity of the Tilden Park hillside is not currently among the projects that EBRPD has scheduled for fuel reduction.



Because the process is cumbersome that EBRPD has to follow to thin out existing trees and shrubs, we can probably expect little help for several years. However, it may be possible to obtain EBRPD approval to remove dead wood and brush on the hillside perhaps to a distance of 400 feet from the school trail. This would be a start to reducing fire risk and should involve an ad hoc committee of one or two directors to commence discussions with EBRPD. **It is recommended that we set aside \$200,000 for use in this fuel reduction effort.**

**Lake Drive cul-de-sac turn around** – Lake Drive is a narrow, dead end street with no cul-de-sac turn around at the end. It also contains several fire hydrants, but fire trucks would find these hydrants difficult to use in the event of a Tilden Park fire because of the traffic problems and fact the hydrants are separated from the park by homes. A cul-de-sac would ease turn around problems and provide better fire truck access into the park. **It is recommended that studies be undertaken to implement a turn around and that \$150,000 be set aside to design and construct a cul-de-sac.**

**Additional hydrants and fire truck access behind Kensington Hilltop School** – On the south side of the school there is one fire hydrant located in the school's parking lot and none at the rear of the school and located at the kindergarten to 2<sup>nd</sup> grade playground. Since this is the back of the school and adjacent to Tilden Park a plan need to be prepared showing where hydrants could be located and more important how fire trucks can gain access to the back of the school. **It I recommended that \$150,000 be set aside to prepare plans on how this would layout.**

**Widening selected streets for emergency vehicle access** – Due to the small size of Kensington streets and since most allow parking on one



side, access from the Tilden Park ridge to the Arlington can be difficult and will be extremely bad if emergency vehicles, especially fire trucks need to reach the top of the hill. This is especially true of the likely emergency route from Arlington to Westminster, Kenyon, Perdue, Beloit arriving at Grizzly Peak. Studies should be undertaken to show how these streets could be widened, if only by a few feet, to enhance emergency vehicle access. **It is recommended that \$75,000 be set aside to commence these studies.**

**Signal design and turn-around radius at Arlington/Sunset –** The Emergency Preparedness Committee has been advocating that in the event of an emergency resident above the Arlington should drive to the Arlington then turn down Sunset Drive. However, in an emergency the Arlington will be very congested and turning down Sunset will be very difficult. Correcting this could involve a signal at the Arlington/Sunset intersection which would only be activated in the event of an emergency. While such a signal would be a county obligation to install, the KFPA could invest in an analysis to show the probable costs and layout of such a signal. **It is recommended that \$50,000 be set aside to study the best layout for a temporary signal at Arlington/Sunset.**

**Further modifications to the Public Safety Building –** Although construction of the PSB is almost complete the building has required upgrades about every 10 years. There is also a strong likelihood that some near term changes will be necessary once the firefighters settle in. obligations. **It is recommended that \$50,000 be set aside in 24-25 to meet this obligations.**

**The total cost of these projects is \$575,000, consisting of the following;**



# EXHIBIT A

## Financial Plan

The District engaged NHA Advisors in October 2021 for strategic financial planning of the district's operational, capital, and emergency reserves. In 2023, Bill Zenoni developed a financial forecasting model and projection with staff able to update for changes as they occur and/or are needed for planning purposes. Bill Zenoni worked with staff on the additional update below.

### Five-Year Financial Forecast

	FY 2022-23 Actual	FY 2023-24 Budget	FY 2023-24 Projected	FY 2024-25 Budget	FY 2025-26 Projected	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected
<b>REVENUE</b>								
Property Taxes	\$ 5,264,470	\$ 5,475,049	\$ 5,475,049	\$ 5,694,051	\$ 5,921,813	\$ 6,158,685	\$ 6,405,033	\$ 6,661,234
Special Taxes	200,437	201,000	201,000	201,000	201,000	201,000	201,000	201,000
Other Taxes (HOPTR)	24,423	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Lease Income	3,050	-	-	-	-	-	-	-
Investment Income	37,204	216,110	216,110	232,136	244,540	277,871	306,085	328,416
CERBT Disbursement	67,346	63,500	63,500	61,000	61,960	62,939	63,938	64,957
Other Revenue	163	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Grant Revenue	-	-	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>\$ 5,597,092</b>	<b>\$ 5,982,658</b>	<b>\$ 5,982,658</b>	<b>\$ 6,215,187</b>	<b>\$ 6,456,312</b>	<b>\$ 6,727,495</b>	<b>\$ 7,003,055</b>	<b>\$ 7,282,607</b>
<b>EXPENDITURES</b>								
<b>Salaries and Benefits</b>								
Office Wages and Related Costs	182,171	222,879	222,879	196,297	204,149	212,315	220,808	229,640
Retiree Medical Benefits	67,346	63,500	63,500	61,000	61,960	62,939	63,938	64,957
<b>Total Salaries and Benefits</b>	<b>\$ 249,517</b>	<b>\$ 286,379</b>	<b>\$ 286,379</b>	<b>\$ 257,297</b>	<b>\$ 266,109</b>	<b>\$ 275,254</b>	<b>\$ 284,746</b>	<b>\$ 294,597</b>
<b>Outside Professional Services</b>								
El Cerrito Contract Fees	3,843,483	4,146,968	4,146,968	4,320,657	4,666,310	5,039,615	5,442,784	5,878,207
El Cerrito Reconciliation	123,165	77,554	77,554	(42,866)	80,000	80,000	80,000	80,000
Other Outside Professional Services	279,998	364,154	349,154	389,324	333,743	341,510	354,706	363,528
<b>Total Outside Professional Services</b>	<b>\$ 4,246,646</b>	<b>\$ 4,588,676</b>	<b>\$ 4,573,676</b>	<b>\$ 4,667,115</b>	<b>\$ 5,080,053</b>	<b>\$ 5,461,125</b>	<b>\$ 5,877,490</b>	<b>\$ 6,321,735</b>
Community Service Activities	\$ 24,862	\$ 64,620	\$ 48,620	\$ 43,744	\$ 43,871	\$ 44,002	\$ 44,137	\$ 44,276
District Activities	\$ 45,525	\$ 23,500	\$ 23,500	\$ 29,358	\$ 23,500	\$ 29,651	\$ 23,500	\$ 29,959
Office Expenses	\$ 18,990	\$ 15,215	\$ 15,215	\$ 11,416	\$ 11,244	\$ 11,581	\$ 11,929	\$ 12,287
Building Maintenance	\$ 9,915	\$ 6,900	\$ 6,900	\$ 13,500	\$ 14,175	\$ 14,884	\$ 15,628	\$ 16,409
Building Utilities/Service	\$ 14,541	\$ 19,840	\$ 19,840	\$ 21,090	\$ 22,563	\$ 24,164	\$ 25,905	\$ 27,800
Contingency	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 4,609,995</b>	<b>\$ 5,025,130</b>	<b>\$ 4,994,130</b>	<b>\$ 5,063,520</b>	<b>\$ 5,481,515</b>	<b>\$ 5,880,661</b>	<b>\$ 6,303,334</b>	<b>\$ 6,767,062</b>
<b>NET OPERATING SURPLUS/(SHORTFALL)</b>	<b>\$ 987,096</b>	<b>\$ 957,529</b>	<b>\$ 988,529</b>	<b>\$ 1,151,666</b>	<b>\$ 974,797</b>	<b>\$ 846,834</b>	<b>\$ 699,721</b>	<b>\$ 515,545</b>
Capital Expenditures - Rolling Stock Set-aside	\$ 202,800	\$ 167,489	\$ 167,489	\$ 219,348	\$ 228,122	\$ 237,247	\$ 246,737	\$ 256,607
Capital Expenditures - Equip/Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Expenditures - Public Safety Building	\$ 2,221,222	\$ 5,881,093	\$ 5,881,093	\$ 700,000	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ 141,570	\$ 141,525	\$ 141,478	\$ 141,428	\$ 141,377
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,034,017</b>	<b>\$ 11,073,712</b>	<b>\$ 11,042,712</b>	<b>\$ 6,124,439</b>	<b>\$ 5,851,162</b>	<b>\$ 6,259,386</b>	<b>\$ 6,691,499</b>	<b>\$ 7,165,047</b>
<b>CHANGE IN FUND BALANCE</b>	<b>\$ (1,436,926)</b>	<b>\$ (5,091,053)</b>	<b>\$ (5,060,053)</b>	<b>\$ 310,096</b>	<b>\$ 833,273</b>	<b>\$ 705,356</b>	<b>\$ 558,293</b>	<b>\$ 374,168</b>
Building Loan Drawdown	1,926,120	-	-	-	-	-	-	-
<b>FUND BALANCE (June 30)</b>	<b>\$ 10,695,958</b>	<b>\$ 5,772,394</b>	<b>\$ 5,803,394</b>	<b>\$ 6,113,490</b>	<b>\$ 6,946,763</b>	<b>\$ 7,652,119</b>	<b>\$ 8,210,412</b>	<b>\$ 8,584,580</b>

June 14, 2024

**Available operating surplus** **\$790,748**  
**Potential added capital expenditures** **675,000**  
**Remaining available capital** **\$116,748**



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** July 17, 2024  
**TO:** Board of Directors  
**RE:** General Manager's Report  
**SUBMITTED BY:** Mary Morris-Mayorga, Consultant

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For June and July, the District continues to advance initiatives which are highlighted here that are not otherwise covered under other agenda items.

### *FY 2024-2025 Special Tax*

The request for the County to place and collect this special tax for the District has been completed: requested initial parcel reports from the County Department of Information Technology; confirmed reports; completed forms and resolution; and submitted to County with County confirmation of package receipt anticipated by the time of this meeting.

### *FY 2024-2025 Elections*

The Election Order including required forms, documents, and resolution has been submitted electronically and via postal mail to the County with confirmation of receipt received.

### *FY 2023-2024 Annual Audit*

We have received and are reviewing the draft audit report which will be available soon to hold a Finance Committee meeting with the auditors.

### *FY 2024-2025 Annual Audit*

We are in the process of establishing the schedule for the next annual audit to avoid any delay in getting the final complete within the normal timeframe.

### *Fiscal Analysis Project with Ridgeline*

Continued work on this project answering clarification questions related to budget, forecasting, El Cerrito contract.





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** June 19, 2024  
**TO:** Board of Directors  
**RE:** General Manager's Report  
**SUBMITTED BY:** Tim Barry, Interim General Manager

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Highlights of the regular business activities, other special projects, and updates for the District which are not covered in other agenda items are noted below for April/May.

### *Fiscal Analysis Project with Ridgeline*

Work continues on this project, with the district providing information to Ridgeline. Ridgeline's contract with KPPCSD for the project is posted both to their website and ours as is our Letter of Agreement for cost share of the study. Former GM Mary Morris-Mayorga continues on a contract basis with our district to assist with this project and to assist with items relative to the close out of the Public Safety Building Renovation project. The board held a joint meeting on June 5, 2024 with the KPPCSD board and discussed "an administrative structure in a hypothetical combined district."

*Note from Mary: The District provided all strategic planning efforts including those in progress, noting such. Ridgeline requested these in order to perform their due diligence (i.e to ensure they ask all related questions to confirm the fiscal analysis is comprehensive).*

### *Strategic Planning*

The board held strategic planning sessions on April 24th and May 6th, reviewing proposed goals and considering hiring a facilitator for the balance of the process. Following a discussion, the board decided to ask Directors Artis and Watt to take the proposed goals submitted by directors, along with existing district goals that they desired to carry forward, and reorganize a set of goals for the board to consider at the June 19th board meeting.

### *Public Safety Building Project*

For the past several months, the contractor represented that they would reach the stage of Substantial Completion by May 31, 2024. Recent work has resulted in delays past this date that are covered in more detail in the Public Safety Building Progress Report for this board meeting.

### *Coordination with East Bay Regional Park District*

The Park District's presentation to the board and subsequent discussions at the June 15th board meeting were productive and revealed an interest in continuing to work with KFPD to reduce fuels in Tilden Park and It would be our goal to develop a format for a partnership with EBRPD which gets us closer to achieving our goals of reducing fuels in Tilden Park and other fire prevention measures. I am looking forward to continuing work with EBRPD toward a more formal partnership, after my time as Interim General Manager comes to a close on June 7th, if a contract is approved to that effect.

### *Citizen Request*

I assisted a citizen to make a property identification per their insurance requirements for their property in Kensington which required a visit to the property, photos, and email verification I made on behalf of the district.



**KENSINGTON FIRE PROTECTION DISTRICT**

**DATE:** July 17, 2024  
**TO:** Board of Directors  
**RE:** Public Safety Building Project Update  
**SUBMITTED BY:** Mary Morris-Mayorga, Consultant

**Recommended Action**

For information only, no action is requested at this time.

**Background**

The project team (contractor, architect/design, and construction manager) continues to work daily on construction and project administration (e.g. review/respond to RFIs, review/respond to submittals and change orders; site visits/meetings; and review construction schedule). Progress photos are included.

Given the project is nearing completion, all hands have been on deck even more regularly to ensure a successful final completion and the recent time commitment has been extensive. We are grateful to Tim Barry for assisting since the tasks are too numerous for one person to manage even with the project team. Many items require the District to coordinate, facilitate, and/or participate in: communication systems and partners (fiber lines, system tests/inspections/training, information technology, etc.); furnishings; landscaping, etc.

The lockers in the plan were not conducive to firefighters’ storage of items so the design team worked with the fabricator to modify them at a reasonable cost rather than completely start over. Last week we planned furniture for rooms that will meet the needs of the range of users (firefighters, staff, Board, public) and has the wearability needed while still well within budget. The final order including installation is in progress (or near completion by the time of the meeting). Colors are classic that coordinate well with the interior of the building and the design team will create a color board for us.

Project Completion

Substantial completion per the schedule would have been May 31, 2024 with the contract allowing 30 days max for completion of punch list items; however, the walk through was completed on 6/25 and the punch list items are in progress. Mack5 is confirming the new completion date in accordance with the schedule, but it is anticipated that the District will be able to move in by early to mid-August with some items still in progress that will not hinder usage and occupancy.

**Fiscal Impact**

An update on the project budget versus expended is included below, including change orders.

	Project Budget (6/19/2024)	Change Orders/ Additional Services	Expended 6/30/2024	Remaining Budget
<u>Public Safety Building:</u>				
Construction - CWS	\$ 6,217,541		\$ 5,968,118	\$ 249,423
Construction - District direct costs	191,828		96,192	95,636
PSB Renovation Design/Engineering	822,740		451,732	371,008
Permits/Inspection/Testing	141,017		121,982	19,036
Construction/Project Management	488,047		429,432	58,615
Furniture, Fixtures, and Equipment	135,000			135,000
Legal Counsel	130,000		57,753	72,247
<u>Temporary Fire Station:</u>				
Construction Cost	598,289		598,289	0
Design/Engineering/Project Management	107,573		80,116	27,457
Relocation	221,566		209,832	11,734
Sub-Total:	\$ 9,053,601	\$ -	\$ 8,013,446	\$ 1,040,155
Project Contingency Allowance	300,000	-	-	300,000
<b>Total Project Budget</b>	<b>\$ 9,353,601</b>	<b>\$ -</b>	<b>\$ 8,013,446</b>	<b>\$ 1,340,155</b>

**First Floor**  
**Meeting Room**



Storage Room



Administration/Office



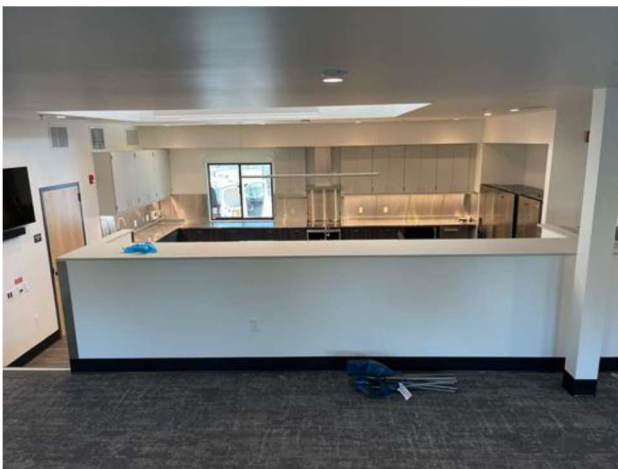


**Second Floor**

**Offices**



**Kitchen/Dayroom**





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** June 19, 2024  
**TO:** Board of Directors  
**RE:** Public Safety Building Project Update  
**SUBMITTED BY:** Tim Barry, Interim General Manager

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### **Recommended Action**

For information only, no action is requested at this time.

### **Background**

#### Ongoing

The project team (contractor, architect/design, and construction manager) continues to work daily on construction and project administration (e.g. review/respond to RFIs, review/respond to submittals and change orders; site visits/meetings; and review construction schedule). Since the last board meeting I've visited the site twice to meet with the construction team and had two Zoom meetings concerning the ordering of furniture for the station. I made arrangements for the compressor, in storage on a pallet at our storage facility in San Leandro, to be moved to the station for placement and confirmation of the fittings for connection to station electrical circuits. Once the station is occupied, the district will have to move the many pallets of items in storage to a location where they can be gone through by district staff and managed. Similarly, the storage room KFPD rents from KPPCSD at their portable building has items to be moved into the office area of the PSB and managed at the end of construction.

#### Schedule and Current Work

The contractor represented that substantial completion would be May 31, 2024 with the contract allowing 30 days max for completion of punch list items. That date came and went with items still not completed to qualify for a final walk through and establishment of the punch list. When a punch list is established, move-in may occur including furniture delivery. We don't have a new date of Substantial Completion from the contractor. The elevator was late in arriving for installation, and final testing has not been completed. Quite some time ago, the contractor asked for a replacement elevator, which was granted, but the power requirements were not exactly compatible with building power and our engineers have recently been working with the contractor on a solution which is forthcoming. Trenching along the north side of the building has taken place for access to a number of utility lines located in a congested space. The ATT phone and internet lines have to go into an existing conduit and meet new conduit for entry to the building. The phone, internet, and alarm systems are arranged, with ATT scheduled to bring new lines to the building on June 14th at which time the elevator alarm and building alarms will be tested. A furniture order is being priced and planned, with input from fire staff, to be used in conjunction with items being used in the temporary fire station and those in storage I attended several project team site meetings, toured the building and noted progress, reviewed current issues and change order requests, and viewed the look ahead of work to be expected in the next couple of weeks. The board is discussing a change in the exterior paint color that they felt was too dark. The discussions with the neighbor to the north resulted in no changes to the bushes on their property necessary, due to the ability to run all the utility lines and landing for the side door of the apparatus bay within the district property line without damaging the bushes, to which the neighbor was quite relieved. Work in recent weeks included final interior painting, carpeting and flooring installed, preparation for utilities connections, installation of cabinetry, kitchen appliances, and completion of bathroom areas. System installations and testing, continued kitchen installations, finish work and site clean up will take place in the next couple of weeks, working toward Substantial Completion and establishment of the punch list. Progress photos are included.

### **Fiscal Impact**

An update on the project budget versus expended is included below, including change orders.

Board of Directors Regular Meeting – June 19, 2024  
 Public Safety Building Project Update  
 Page 2

	**Revised** Project Budget <i>(6/19/2024)</i>	Change Orders/Additi onal Services	Expended 5/31/2024	Remaining Budget
<u>Public Safety Building:</u>				
Construction - CWS	\$ 6,217,541		\$ 5,746,741	\$ 470,800
Construction - District direct costs	191,828		96,192	95,636
PSB Renovation Design/Engineering	822,740		410,502	412,238
Permits/Inspection/Testing	141,017		121,982	19,036
Construction/Project Management	488,047		405,782	82,265
Furniture, Fixtures, and Equipment	135,000			135,000
Legal Counsel	130,000		57,753	72,247
<u>Temporary Fire Station:</u>				
Construction Cost	598,289		598,289	0
Design/Engineering/Project Management	107,573		80,116	27,457
Relocation	221,566		201,306	20,259
Sub-Total:	\$ 9,053,601	\$ -	\$ 7,718,664	\$ 1,334,938
Project Contingency Allowance	300,000	-	-	300,000
Total Project Budget	<u>\$ 9,353,601</u>	<u>\$ -</u>	<u>\$ 7,718,664</u>	<u>\$ 1,634,938</u>

**Attachment:** Kensington Public Safety Building Construction Progress Photos











## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** June 19, 2024  
**TO:** Board of Directors  
**RE:** May 23, 2024 EPC Meeting Summary  
**SUBMITTED BY:** Tim Barry, Interim General Manager

The Emergency Preparedness Committee hybrid meeting convened on May 23, 2024 in Room 3 of the Kensington Community Center at the new board-approved time of 4 p.m. The Committee discussed the draft Work Plan with board feedback from their April 17th board meeting, and, since the board had no updated comments, felt that it could go ahead and begin implementing the goals as is, to be modified by the board as determined.

The Committee reviewed the slides from the May 15th board meeting presentation by East Bay Regional Park District and discussed with IGM Barry certain practical partnership ideas with EBRPD to better safeguard the Kensington community from possible wildfire from Tilden Park. Committee members like the concept of not only offering fiscal resources to EBRPD to advance fuel reduction in Tilden Park, but also ways we could offer community volunteers to work for EBRPD in the park.

The committee received a presentation from Johnny Valenzuel, Emergency Preparedness Coordinator, of his goals for the next year's contract. His extensive list of goals, that were directly related to the proposed Work Plan, was supported by the committee, but with modifications that would abbreviate the number and depth of the goals and prioritize them so that they are achievable and he can be evaluated on the work he was able to accomplish rather than be too reliant upon other people's efforts to achieve his goals. Extensive discussion ensued geared toward making his goals more successful. He will review and revise his goals accordingly to submit with his contract proposal to the board for the next year.

The committee received the Emergency Preparedness Coordinator's monthly Power Point report and discussed his efforts and results.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** July 17, 2024  
**TO:** Board of Directors  
**RE:** Emergency Preparedness Committee Meeting - 6/27/24  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

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### **Recommended Action**

For information only, no action is required.

### **Background**

The Emergency Preparedness Committee met on June 27, 2024 and discussed the following topics:

- Emergency Preparedness Committee Work Plan  
With the EPC Work Plan approved by the Board on June 19, 2024, the document was reviewed by the EPC:
  - lead contacts were assigned for each project;
  - updates on projects were noted for items that have been completed; and
  - status reporting was determined to come from the full EPC to the Board.
- Replanting Grant Focus Change to Clearing Grant  
The EPC had made a motion at the May 23rd meeting to change the focus to clearing which was not able to be included on the Board Meeting agenda of June 19th. Draft grant language was reviewed with additional input received on updates which will be brought back to the EPC in July.

### **Fiscal Impact**

There is no fiscal impact identified at this time.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** June 19, 2024  
**TO:** Board of Directors  
**RE:** Finance Committee Report  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

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### Recommended Action

This item is provided for information only with no action requested.

### Background

The Finance Committee met on June 10, 2024 with the agenda item list included below along with a summary of that item:

#### Annual Audit Update

Nigro & Nigro, auditors, are finalizing the audit with some small items being reviewed by Krisch & Company, accounting firm, to determine the proper adjustment entry. This is anticipated to be completed by the end of June.

#### FY 2024-25 City of El Cerrito Contract Budget Estimate Review

This is covered in Item 05f on the Board of Directors Meeting agenda of June 19, 2024.

#### Updated Financial Forecast

This is covered in Item 09b on the Board of Directors Meeting agenda of June 19, 2024.

#### FY 2024-2025 Budget Development

This is covered in Item 09b on the Board of Directors Meeting agenda of June 19, 2024.

#### Public Safety Building Renovation Costs-to-Date/Budget

This is covered in Item 09b on the Board of Directors Meeting agenda of June 19, 2024.

#### District Reserve Policy

Staff provided an overview of the policy and noted that there were no requests to review the policy as it had just been updated in December 2023; however, it was included on the agenda since it was listed in June 2023. The committee did not recommend any updates to the policy at this time.

### Fiscal Impact

The Fiscal Year 2024-25 Budget contains the financial impacts of these items as appropriate.





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** July 17, 2024  
**TO:** Board of Directors  
**RE:** Contra Costa Special Districts Association Report  
**SUBMITTED BY:** President Daniel Levine

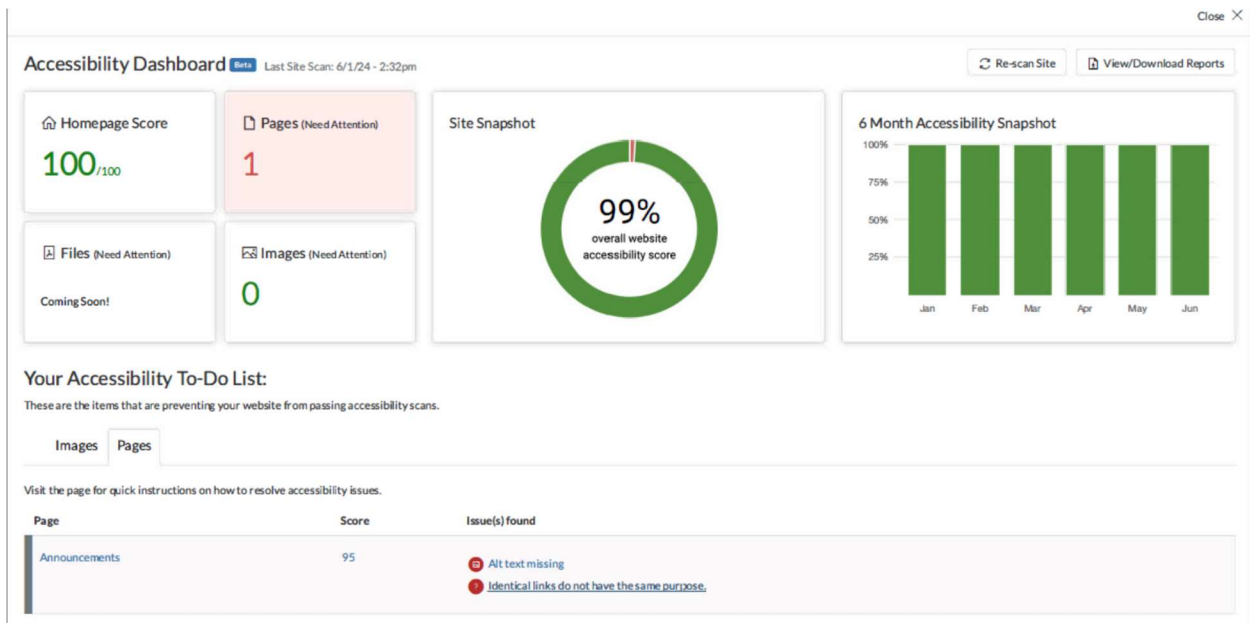
Presentation from BART on improvements to the system, Silicon Valley Extension.

Important note: Once per month on a weekend for the next 5 months there will be disruptions between Rockridge, Macarthur, and 19th street stations for track improvements.

Presentation from Streamline (also our website I believe) on website ADA compliance:

The provided worksheet to improve our website's ADA compliance was sent to Mary (attached).

*Note from Mary: We have utilized Streamline's feature to confirm the website's Accessibility Compliance score (below); however, there are additional improvements we could make and will work on those in the next month.*





# California 2024 Web Accessibility Checklist

*Updated May 1, 2024. Download the latest at [getstreamline.com/ada](https://getstreamline.com/ada)*

Congratulations on your commitment to ensuring that your district's website is accessible to your entire community, including those with disabilities. This checklist will help you ensure compliance with **The Unruh Act** and **AB 434**.

## Before you begin

- Perform an initial scan to check for known issues using [checkmydistrict.org](https://checkmydistrict.org) or another tool
- Have your website provider's contact information to report any issues

## One-time actions - examples available at <https://getstreamline.com/accessibility-policy>

1. **Designate an accessibility officer** - We have designated one staff member as the accessibility officer who will be the go-to contact for accessibility issues.
2. **Approve an accessibility policy** - Our board has approved an accessibility policy that includes the level of accessibility you are adhering to, like WCAG 2.1 AA.
3. **Create and post an accessibility page** - We have created a dedicated accessibility website page to house all accessibility-related content, including the policy and plan. If we have components that are not yet compliant, we have added information about our remediation plan and timeline to get compliant.
4. **Create a process for community concerns** - We have a process in place where a community member can submit a concern via form, phone number, and/or email address.
5. **Enable closed captions on your videos** - Our videos all have closed captions, and we have a process for including closed captions in future videos. (YouTube includes this for free when enabled. [Learn how](#). It is important that a human verifies the general accuracy of the captions.)

## Ongoing actions - recommended once per month

6. **Scan your website pages each month** - We have scanned every page of our website, every page has a score and list of issues to remediate. Free tools include [checkmydistrict.org](https://checkmydistrict.org), Google Chrome Lighthouse (F12 will activate), and [wave.webaim.org](https://wave.webaim.org). Demand your web developer address any issues that arise.
7. **Check your attachments**. We have checked all of our attachments and we have removed or added a written a disclaimer for any third-party attachments that we are unable to remediate.
8. **Perform remediations** - We have taken action to fix issues detected by a scan/reported by our community

## Other actions to consider

- **Third-party ADA audit** - larger districts should consider hiring an outside firm to conduct an audit. Manual testing by users with disabilities is the gold standard to ensure access.
- **Indemnification** - Choosing a platform or insurance that indemnifies or insures you against the risk of fines

\*Remember, Streamline is only a software company, and Streamline's templates and guides are not a substitute for getting your own competent legal advice.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** August 21, 2024  
**TO:** Board of Directors  
**RE:** Strategic Planning District Goals and Initiatives  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

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### Recommended Action

Staff recommends the Board review and discuss the updated strategic planning goals, then consider the following potential actions:

- Approve the strategic planning goals (as written or with revisions);
- Direct staff to update Policy 0010 Goals for a first reading at the September meeting; and/or
- Provide other direction to staff as determined by the Board.

### Background

The Board of Directors met on April 24, 2024, and May 6, 2024 to discuss strategic planning goals. An Ad Hoc Committee for Goals was formed to organize and condense the broad list of goals for additional Board discussion. The Committee provided a consolidated list with a proposed update to the Policy on Goals for the Board's review, discussion, and direction, initially at the June 19, 2024 meeting.

At the Board of Directors meeting on July 17, 2024, the Board directed staff to further refine the wording to bring back to the Board. Using the combination of condensed goals from the committee and director requested goals/initiatives, the document has been revised as follows:

- Introduction Page - listed the existing mission, objectives, and definition of terms (goals, initiatives, action steps).
- Goals - streamlined wording to serve as overarching goals which can be used to update *Policy 0010 Goals*;
- Initiatives - refined the wording to be less implementation in nature; and
- Action Items - listed key steps to support the initiatives.

For ease of reference to facilitate discussion, I retained the director requested initiatives and existing associated goals below the shaded area. In comparing other agency strategic planning efforts, goals appeared broad and briefly worded so this approach seemed to work well. This current draft is provided for Board discussion, feedback, further direction, and/or approval.

### Fiscal Impact

Costs of strategic planning goals and initiatives would be incorporated into the budget as determined.

**Attachment:** Strategic Planning Goals and Initiatives (Draft)  
*Policy 0010 Goals* (existing and example revised)





# Kensington Fire Protection District Strategic Planning Goals and Initiatives

August 21, 2024

## Mission Statement

Our mission is to provide the highest level of service to Kensington in order to protect the lives, property, and environment of the community from the disastrous effects of fires, medical emergencies, natural disasters, and other hazardous conditions.

## Objectives (Policy 0005)

- Reducing loss of life and property and safeguarding Kensington by effectively responding to fire, rescue and medical emergencies, hazardous material incidents and major disasters;
- Helping residents of Kensington reduce the frequency and severity of fires, accidents and natural disasters by providing public education programs;
- Reducing threats to public safety by enforcing laws, codes and ordinances covering fire and life safety and by abating identified fire hazards on District, private and other agencies' property; and
- Maintaining personnel, apparatus, equipment and facilities in a constantly ready condition.

## Definitions

This strategic planning document includes three major components:

- Goals: organizational goals are broad with a long-term focus that serve as the foundation for guiding and setting strategic initiatives.
- Initiatives: subordinate to a goal, this identifies major efforts to accomplish the goal(s).
- Action Items: the smallest component of the strategic plan where critical tasks are identified to meet an initiative or goal.

<b>Goal 1 – Mitigate wildfire risk through vegetation management</b>	
<b>Initiative</b>	<b>Action Items</b>
Prioritize a plan for reducing fire risk along and within Kensington’s borders	<ul style="list-style-type: none"> <li>• Establish short-term and 3-year goals, to be developed with EBRPD, with progress reviewed at least quarterly</li> <li>• Form a subcommittee to manage partnership with EBRPD and other agencies</li> <li>• Include annual budget funding to support efforts in coordination with EBRPD</li> <li>• Leverage partnerships between KFPD, El Cerrito, and external agencies to share fuel threats and successes</li> <li>• Regular engagement with existing efforts in the community engaged with fire mitigation</li> </ul>
Elevate issue of vegetation management within the town as a priority for Kensington	<ul style="list-style-type: none"> <li>• Support, through public education, the need for and benefits of vegetation management and home hardening</li> <li>• Revisit process for supporting replanting and vegetation removal efforts within Kensington (e.g. with grants, donations)</li> <li>• Support ongoing and developing Firewise efforts within the community</li> </ul>
<p><u>Director Requested Initiatives:</u></p> <ul style="list-style-type: none"> <li>• Develop a comprehensive plan, integrating EBRPD, El Cerrito, Berkeley, and Richmond as needed, which can be used as a basis for grant applications and actionable work. DL</li> <li>• Establish a fund whereby citizens can make tax-deductible donations to promote the district’s planned vegetation management. DL</li> <li>• Consider the formation of a dedicated subcommittee to establish and manage partnership of fire prevention efforts with EBRP and WCCCSO along the ridgeline. RA</li> <li>• Strengthen the relationship and deepen the engagement between the Kensington Fire Protection District (KFPD) board of directors and the KFPD manager with the El Cerrito - Kensington Fire Chief in order to work together on relationships with East Bay Regional Park and other fire agencies with fire fuel threats and concerns similar to Kensington. JS</li> <li>• Work with El Cerrito fire department on possible cost cutting measures and improvements in fire prevention in Tilden Park and reduced fire risk on Kensington residential properties. JW</li> <li>• Establish a fire hazard reduction program with East Bay Regional Park District and budget at least \$100,000 annually to reduce fire risk JW</li> <li>• Establish a “top-three” prioritized list for vegetation management issues to be reviewed at each board meeting (what, when, where, how) – propose two of these be ridgeline brush management and communication to upper Kensington property owners with vegetation management issues. RA</li> </ul> <p><u>Existing Related Goals:</u></p> <p><i>Establish a wildland/urban interface fire prevention effort through an emphasis on public education while establishing vegetation management standards and legal enforcement procedures of implementation in subsequent years.</i></p> <p><i>Maintain a Fire Hazard Reduction Program to work with the East Bay Regional Park District along the Kensington interface.</i></p>	

**Goal 2 – Enhance emergency preparedness through external engagement**

Initiative	Action Items
Facilitate coordinated emergency preparedness and planning	<ul style="list-style-type: none"> <li>• Assess the potential to form a joint Emergency Preparedness Committee (EPC) relationship with KPPCSD</li> <li>• Support the Community Emergency Response Team (CERT) and other groups as identified for community awareness and preparedness</li> <li>• Engage with external partners (e.g. Contra Costa County, neighbor agencies) for coordinated planning</li> </ul>
Refine the role of Emergency Preparedness Coordinator to serve the evolving needs of the District	<ul style="list-style-type: none"> <li>• Implement enhanced utilization of the EP Coordinator by El Cerrito-Kensington Fire when practical</li> <li>• Identify and coordinate certification and training program(s) for the District and community</li> </ul>

Director Requested Initiatives:

- Move EPC to a committee under both KPPCSD and KFPD with at least one director - and ideally two - from each board participating in it. DM
- Approach KPPCSD with a goal of establishing a standing joint evacuation preparedness committee to enhance community ability to evacuate in the event of an emergency. RA
- That the district consider each natural hazard it faces proportionally to the risk: fire (including wildfire), earthquake, landslide, fire following earthquake, earthquake induced landslides, severe weather, flooding, etc. and do something every month about each one. DM
- Identify and pursue appropriate certification and training, along with more robust board of director advisory oversight, for an ongoing emergency preparedness coordinator role. JS

Existing Related Goals:

*Maintain the earthquake and disaster preparedness program by supporting the Community Emergency Response Team (CERT).*

*Continuously update disaster planning by utilizing support from the City of El Cerrito and their planning process.*

**Goal 3 – Commit to excellent service delivery through best practices**

Initiative	Action Items
Seek and maintain District certifications	<ul style="list-style-type: none"> <li>• Establish and maintain strategic initiatives</li> <li>• Enhance Board and staff collaboration and communication</li> <li>• Improve Board member access to resources for training</li> <li>• Review and realign staffing and committee structures with strategic goals and initiatives</li> </ul>
Support identification of revenue enhancement(s)	<ul style="list-style-type: none"> <li>• Identify potential grant funding opportunities</li> <li>• Establish list of potential grant funded projects or programs</li> <li>• Prepare for application of grant funding opportunities</li> <li>• Evaluate fees for potential adoption or revision</li> </ul>

Director Requested Initiatives:

- To enhance the district’s reputation, aggressively pursue and continuously maintain the Kensington Fire Protection District of Distinction certificate through timely board member training and satisfaction of all administrative requirements. JS
- To recruit and retain top quality staff, strategically align the Kensington Fire Protection District staffing structure, including number of employees and desired expertise, with the District’s strategic goals and objectives. JS
- Identify steps the district can take to promote insurance renewals. DL
- Improving communication between GM and board with district news as it happens - say, update emails. DM
- Improve communication between board members, provide more ways to engage with each other without violating the Brown Act. Bulletin board? Jam board? DM
- Keep many goals already established in the policy handbook and specify how they can be accomplished. Communicate those goals and plans for their accomplishment to the public/engage the public more. DM
- Revisit Policies and Procedures manual on the topic of volunteer participation on district subcommittees with a goal of expanding the use (if possible and prudent). RA
- Establish clear “rapid-response” mechanism for responding to grant opportunities. RA
- Take the necessary steps to obtain government grants for the reduction of fire risks similar to grants awarded nearby communities by Con Fire, Measure C and the Dept. of Forestry. JW

Existing Related Goals:

*Continued implementation of upgraded computer-based systems for records and reports.*

*Continuously improve access to and utilization of fire service weather information network.*

*Maintain a program to identify and obtain grant funding to support and enhance the District’s fire protection services.*

*Prudently manage District funds.*

**Goal 4 – Create strategic intergovernmental alliances**

Initiative	Action Items
Invest in a strong working relationship with the KPPCSD	<ul style="list-style-type: none"> <li>• Develop a collaborative Public Safety mindset and identify unified actions to address the needs of Kensington</li> <li>• Support the fiscal analysis related to the study of a potential unified district structure</li> </ul>
Strengthen ambulance and dispatch services	<ul style="list-style-type: none"> <li>• Explore strategic alliances with other fire and emergency medical agencies west of the East Bay Hills</li> </ul>
Evaluate opportunities for cost-saving and/or service-enhancing programs with agencies in surrounding areas	<ul style="list-style-type: none"> <li>• Identify inter-agency contracts, demonstration projects, or joint powers agreements</li> </ul>

Director Requested Initiatives:

- Explore strategic synergies with El Cerrito Fire Department and other fire agencies for administrative and emergency coordination staffing, including possible inter-agency contracts, demonstration projects, or joint powers agreements. JS
- Support Ridgeline Financial Analysis and engage in good faith in the near term with KPPCSD to provide necessary framing for a unified district structure. RA
- Develop and maintain a strong working relationship and active communication with the KPPCSD and hold at least two joint meetings/year. Discuss each district's needs and goals, financing issues, and how each district can support them all of them. DM
- Make ambulance service improvements in the district. DL
- Explore strategic alliances with other fire and emergency medical agencies west of the East Bay Hills to strengthen ambulance service and integrate dispatch service, including across the West Contra Costa and the Alameda County line. JS

Existing Related Goals:

*Maintain enhanced personnel skill levels in wildland firefighting and incident command by continued participation in area-wide wildland fire response training exercises.*

*Provide hazardous materials response training to meet annual mandated requirements and to ensure efficient operations with the Richmond Fire Department Hazardous Materials Response Team.*

*Fully implement the fire protection contract with the City of El Cerrito and respond to other cost-saving and service-enhancing opportunities for functional integration of fire services with surrounding jurisdictions.*

**Goal 5 – Invest in infrastructure to strengthen service delivery to the community**

Initiative	Action items
Review potential infrastructure investments to augment the district’s public safety mandate	<ul style="list-style-type: none"> <li>• Update current water system improvement plan; identify remaining areas that could benefit from upgrading</li> <li>• Evaluate hydrant proximity to Hilltop School and Tilden park; identify areas of need</li> </ul>
Support Red-Flag-Day/wildfire evaluation and planning support efforts	<ul style="list-style-type: none"> <li>• Engage with other agencies (KPPCSD, County) on:               <ul style="list-style-type: none"> <li>- emergency vehicle access routes to the Kensington interface with Tilden Park</li> <li>- traffic control, parking regulation and evacuation protocols</li> </ul> </li> </ul>

Director Requested Initiatives:

- Review recent (water) system improvements and determine next steps. DL
- Add additional fire hydrants adjacent to Tilden Park, better emergency vehicle access to the park and cul-de-sac turn around at Lake Drive. JW
- Establish a path of travel for emergency access vehicles to reach the Tilden park interface. Budget sufficient money to widen streets used for emergency vehicles and Kensington home owner access. JW
- Install an emergency traffic signal at Arlington and Sunset and realign current access route. JW

Existing Related Goals:

*Maintain Fire Station No. 55’s functional adequacy and seismic structural integrity.*

*Manage and implement capital projects to provide adequate fire flow throughout Kensington.*

# KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

## Goals

Establish a wildland/urban interface fire prevention effort through an emphasis on public education while establishing vegetation management standards and legal enforcement procedures of implementation in subsequent years.

Maintain a Fire Hazard Reduction Program to work with the East Bay Regional Park District along the Kensington interface.

Maintain enhanced personnel skill levels in wildland firefighting and incident command by continued participation in area-wide wildland fire response training exercises.

Maintain Fire Station No. 65's functional adequacy and seismic structural integrity.

Manage and implement capital projects to provide adequate fire flow throughout Kensington.

Provide a comprehensive maintenance and certification test program to ensure readiness of complex fire apparatus and equipment.

Provide hazardous materials response training to meet annual mandated requirements and to ensure efficient operations with the Richmond Fire Department Hazardous Materials Response Team.

Maintain the earthquake and disaster preparedness program by supporting the Community Emergency Response Team (CERT).

Continuously update disaster planning by utilizing support from the City of El Cerrito and their planning process.

Continued implementation of upgraded computer-based systems for records and reports. Continuously improve access to and utilization of fire service weather information network.

Fully implement the fire protection contract with the City of El Cerrito and respond to other cost-saving and service-enhancing opportunities for functional integration of fire services with surrounding jurisdictions.

Maintain a program to identify and obtain grant funding to support and enhance the District's fire protection services.

Prudently manage District funds.



# KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

## **Goals** *(example with updated goal wording)*

Mitigate wildfire risk through vegetation management.

Enhance emergency preparedness through external engagement.

Commit to excellent service delivery through best practices.

Create strategic intergovernmental alliances.

Invest in infrastructure to strengthen service delivery to the community.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** August 21, 2024  
**TO:** Board of Directors  
**RE:** Hazardous Vegetation Removal Reimbursement Grant Program  
**SUBMITTED BY:** Mary Morris-Mayorga, Consultant  
Emergency Preparedness Committee

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### **Recommended Action**

Staff recommends that the Board of Directors consider approval of changing the Replanting Grant Program to the Hazardous Vegetation Removal Reimbursement Grant Program.

### **Background**

The Emergency Preparedness Committee has recently discussed the benefits of the Replanting Grant Program and is recommending that the focus be changed to Hazardous Vegetation Removal. The committee believes this change in focus would better support the District's mission in serving the community.

### **Fiscal Impact**

The current budget amount for this grant is \$10,000, but may be re-evaluated at the next Emergency Preparedness Committee meeting to recommend revision in the final budget.

### **Attachment:**

Hazardous Vegetation Removal Reimbursement Grant Program (DRAFT)

## **Kensington Fire Protection District (KFPD) Hazardous Vegetation Removal Reimbursement Grant Program**

### **Objective:**

The primary objective of this grant is to reduce wildfire risks by funding the removal of highly flammable vegetation from residential properties in Kensington. This program is intended to replace the Kensington Fire Protection District's Replanting Grant to improve the effectiveness and speed of hazardous vegetation removal and reduce fire loads near residences and roadways. Creating defensible space around residences is critical to save lives and protect property.

### **Definitions:**

- Neighborhood Lead: Person submitting the application and responsible for completion of work on behalf of the participating parcels.
- Program Coordinator: Person designated by the KFPD to manage the program.

### **Eligibility Criteria:**

- Open to Kensington properties.
- Focus on removal projects targeting highly flammable plant species such as juniper, bamboo, and eucalyptus.
- Vegetation to be removed should be within 25 feet of a residence or 10 feet from the street.
- To be cost-effective and efficient, this program gives preference to applications with three or more parcels.
- Completed application with designated "Neighborhood Lead"
- Hazardous vegetation does not include grasses targeted in the Annual Vegetation Management Standards Inspections performed by El Cerrito Kensington Fire Department.

### **Potential Funding Details:**

- Grant awards up to \$2,000 per parcel.
- Funds are to be used solely for the cost of hazardous vegetation removal as approved in the application submittal.
- Reimbursement of grant upon verified completion of the project by the KFPD. Please allow up to 6 weeks to receive reimbursement via USPS upon submitting final project documentation.

### **Simplified Application Process:**

- Application for Neighborhood Leads to submit on behalf of participating properties will be available online. Note: Property owners must authorize participation in the grant program.
- Each application shall include: Neighborhood Lead, participating properties, photos, description of the vegetation to be removed by parcel, cost estimates from removal contractor and timeline for completion.

#### **Implementation and Oversight:**

- Each application will be validated by the Program Coordinator designated by the General Manager of the KFPD.
- Program Coordinator shall manage the grant program including public information, application schedule, the distribution and collection of applications, notification of grant award, and confirmation of completed work.
- A subcommittee of the KFPD Emergency Preparedness Committee (EPC) will develop ranking system for criteria above, review and rank applications submitted based on criteria, and make recommendations based on available funds.
- The Neighborhood Lead coordinates the removal activities for compliance with the submittal and provides final documentation including photos and paid receipts for reimbursement, parcel by parcel.
- The EPC subcommittee shall review final project completion and notify the Program Coordinator
- Program Coordinator will then make a recommendation to the District Manager for reimbursement.

#### **Timeline:**

- Applications will be accepted twice a year - schedule to be developed by the Program Coordinator
- Projects to be completed within 6 months of the grant approval date.



## RESOLUTION 2024-08

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT SUPPORTING FINDINGS AND RECOMMENDATIONS IN THE REPORT OF 2023-2024 CONTRA COSTA COUNTY CIVIL GRAND JURY: THE CCC COMMUNITY WARNING SYSTEM

**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's mission is to provide the highest level of service to Kensington in order to protect the lives, property, and environment of the community from the disastrous effects of fires, medical emergencies, natural disasters, and other hazardous conditions; and

**WHEREAS**, the Kensington Fire Protection District's Emergency Preparedness Committee reviewed and recommends supporting key findings and recommendations of *The Report Of 2023-2024 Contra Costa County Civil Grand Jury: The CCC Community Warning System*.

#### Findings

- F11. Outdoor warning systems supplement other warning tools by providing acoustic (voice or siren sounds) to people who are outdoors.
- F12. Long Range Acoustic Devices (LRADs) can broadcast audible instructions to people outdoors when cell phones and other alert-receiving devices may not be working or heard.
- F13. A sound study is needed to evaluate where, if at all, LRADs might be effective in Contra Costa County.
- F14. Sites where LRADs could be located would need to be identified for any areas in which LRADs are found to be effective.
- F15. The County would incur a cost for a sound study on the feasibility to deploy LRADs within the County.
- F16. There is no estimate of the cost for an independent, third party to conduct a feasibility study for the use of LRADs within the County.

#### Recommendations

- R3. By December 31, 2024, the Board of Supervisors should commission a sound study by an independent, third party to determine the feasibility of deploying LRADs in any areas of the County.
- R4. By June 30, 2025, the Office of the Sheriff should train employees in the Sheriff's dispatch center to operate the CWS.
- R5. By March 31, 2025, the Office of the Sheriff should implement a plan to conduct testing of the CWS to determine the causes of the failure of CWS alerts to reach all the intended recipients of test alerts within 10 – 20 minutes of the time the alert is sent.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby supports the aforementioned findings and recommendations of The Report Of 2023-2024 Contra Costa County Civil Grand Jury: The CCC Community Warning System.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 21<sup>st</sup> day of August 2024 by the following vote of the Board.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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**Daniel Levine, President**

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**Rick Artis, Secretary**

Kensington Fire Protection District  
Emergency Preparedness Committee  
July 25, 2024 Meeting

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This item is to bring to our attention a recent Contra Costa County Grand Jury report released May 31, 2024, “The Contra Costa County Community Warning System: Will Everyone Get a Warning in Time?”

The report discusses Community Warning Service (CWS) protocols for different types of emergencies, and how activation of the CWS relies on a police/fire dispatcher contacting a person in the CWS unit:

“At all times, and regardless of where they happen to be, one of the three employees in the CWS unit is the designated on-call duty officer who responds to requests for activation of the system. Once the CWS duty officer is contacted by the Sheriff’s dispatch center the CWS duty officer has up to 10 minutes to call the incident commander and connect into the CWS secure network. In the event the CWS duty officer is not reached, the dispatch center attempts to contact a backup person to the duty officer. That additional time required to contact the backup personnel, have them get to a computer and establish a secure connection into the CWS, is time that people in an impacted area should be using to take action to remove themselves from danger.”

The report also places CWS in context to the 2018 Camp and 2020 Wine County Fires and discusses Berkeley’s installation of LRADs (Long Range Acoustic Devices).

The link to the full 16-page report can be found here: <https://www.cc-courts.org/civil/docs/grandjury/2023-2024/2402/2402-CommunityWarningSystem.pdf>



# **A Report of The 2023 – 2024 Contra Costa County Civil Grand Jury**

**Report 2402**

**May 31, 2024**

## **The Contra Costa County Community Warning System**

**Will Everyone Get a Warning in Time?**



# A Report of The 2023 – 2024 Contra Costa County Civil Grand Jury

Report 2402

May 31, 2024

## The Contra Costa County Community Warning System

Will Everyone Get a Warning in Time?

APPROVED BY THE GRAND JURY

Joanne Sarmento

JOANNE SARMENTO  
GRAND JURY FOREPERSON

6/3/24  
Date

APPROVED FOR FILING

Terr Mockler

Hon. TERRI MOCKLER  
JUDGE OF THE SUPERIOR COURT

6/3/24  
Date

## SUMMARY

In major disasters Americans expect their government to quickly notify them of imminent danger and actions they need to take to prevent injury or loss of life. The primary form of alerts and notifications today is through phone calls, texts, email, social media, radio and television. Alerts may advise people to evacuate, to shelter in place, and/or to keep themselves informed by monitoring further public safety warnings. However, events over the past several years in California and elsewhere in the United States have shown that community warning systems can fail to provide adequate notifications. This report addresses the possibility that Contra Costa County's Community Warning System (CWS) could also fail to deliver timely and accurate notifications to people in danger.

Failures in community warning systems in California have contributed to injuries and loss of life, notably the 2018 Camp Fire that devastated the town of Paradise and took 85 lives, and the 2017 Wine Country fires, a series of 250 fires that broke out in Napa, Lake, Sonoma, Mendocino, Butte, and Solano Counties that took 44 lives. Warnings also came too late for residents to flee their homes in the 2017 San Jose floods and hundreds had to be rescued.

These failures occurred for various reasons, including inadequate preparation for disasters, destruction of power and telecom infrastructure, inadequate staff to operate the warning system, inadequate training of warning system operators, inadequate procedures and training in how to word warning messages, failure to use all alerting tools, malfunctions within the warning system, and the public's lack of engagement in preparing for disasters.

Since the CWS became operational in 2001 Contra Costa County (County) has not experienced floods or wildfires of the magnitudes seen in the Camp fire, the Wine Country fires, or the 2017 San Jose flood. As a result the CWS has not been tested under extreme conditions that such major disasters would present.

This investigation concerns the extent to which CWS could experience failures similar to other counties. The Jury found there are risks that may prevent the CWS from providing timely and accurate notices to all people in an area impacted by an emergency. These risks can be reduced by making several changes to the CWS.

First, to reach more residents by phone or email all residents and businesses in the County should be automatically enrolled into the CWS unless they choose to opt out of enrollment. Second, to mitigate the risk that phones are not working or heard, long-range acoustic devices that can broadcast audible messages up to a mile away should be deployed where feasible. Third, to reduce the possibility of delays due to the time required to engage a trained operator of the CWS there should be at least one dispatcher trained to operate the CWS in the Sheriff's dispatch center at all times. Fourth, to address the potential that alerts can be delayed due to inadequate training, the Sheriff's Office should implement a process to ensure that first responders in County agencies who take the CWS training certify that they have reviewed and understood the training materials. Fifth, to bring a greater diversity of ideas and experience to the design and operation of the CWS the County's Chief Administrative Officer should create a CWS advisory body comprised of warning system and County emergency response experts. Last, the County should

commission a third-party expert to conduct a comprehensive risk analysis of the CWS, its processes, procedures, hardware, and software.

## **METHODOLOGY**

The Grand Jury used the following investigative methods:

- Interviews with personnel in various County agencies and industry experts
- Reviews of policies and procedures related to the operation of the CWS
- Reviews of published reports
- Research of community warning systems.

## **BACKGROUND**

The CWS is intended to provide notifications to residents and businesses of potential life-safety hazards, including chemical releases, fires, earthquakes, floods, and law enforcement activities. It is the only warning system in the County that has access to the nation’s mass notification tools and databases, giving the CWS the potential to reach all people within the county — residents, businesses, and visitors. When a potentially life- or health-threatening hazard requires the public to take action, the CWS can alert people using phone calls, text messages, emails, the sounding of sirens, the CWS website, social media, radio, and television (TV).

The CWS is designed, maintained, and operated by the County’s Office of the Sheriff, Emergency Services Division. The CWS unit has three employees who plan, organize, maintain, and operate the CWS. At all times one of these three is the designated on-call CWS duty officer, who, regardless of where they might be, is responsible for responding to requests to operate the CWS. An additional 3–5 employees within the Sheriff’s Office can also operate the CWS.

### **Operation of the CWS**

The CWS has two “modes” of operation. In one mode, the county designates and enables certain large refineries and chemical plants to decide what type of alert to send, and trains personnel in those facilities to initiate alerts from their own CWS computer terminals. When doing so, they must follow procedures established under the County’s Health Services Hazardous Materials Programs (HMP) and use pre-determined alert messages for notifications related to their chemical releases. There are three levels of alerts the plants can send:

- A Level One release is not expected to have off-site health consequences, and no alert is sent.
- A Level Two release is expected to go off-site and may have adverse health consequences for sensitive individuals including those with lung or heart disease, the elderly, and the very young. Text messages and emails are sent to all CWS-registered users in the affected area.

- A Level Three release is expected to go off-site and may have adverse health consequences for the general public. Level 3 is the highest danger level and activates all the alerting tools, including sirens that signal people within range to shelter in place and wait for further alerts, information, and notices on their phones, TVs, and radios.

Subsequent to the initial alert sent by one of the refineries or chemical plants, the impacted plant works with HMP and CWS to provide ongoing information about the nature of the release, and in the event of a Level 3 alert, the estimated time when sheltering will no longer be necessary.

In the second mode, applicable in all other emergencies, including chemical releases from other industrial plants that do not have their own CWS terminals, railroad cars, or tanker trucks, the fire and police responders set up a command post with a designated incident commander. The incident commander, in concert with other first responders, assesses the situation and decides if activation of the CWS is warranted. Once the decision is made to send an alert, the incident commander initiates the sequence of steps shown in Table 1. When the incident commander receives a call back from the CWS duty officer (Step 5), they work together to define the impacted area and draft the alert message.

Table 1  
CWS Activation Process

Step	Description	
1	Incident commander calls County Sheriff's dispatch on the County radio system and leaves their cell phone callback number	
2	Sheriff's dispatch contacts CWS duty officer and relays the message to call the incident commander	
3	If Sheriff's dispatch cannot reach the CWS duty officer, then Sheriff's dispatch contacts a backup to the CWS duty officer	
4	CWS duty officer or backup connects into the CWS secure network after contact with the incident commander	
5	CWS duty officer works with incident commander to craft message and define the impacted area	
6	CWS duty officer enters information into CWS alert computer	
7	CWS duty officer sends alerts	
8	CWS duty officer informs incident commander that alerts have been sent	

Having identified the impacted area and the alert message, the CWS operator chooses the appropriate alerting tools depending on the situation and any drawbacks of specific tools, as described below, and sends the alert:

1. *Wireless Emergency Alerts:* The CWS can send alerts using the federal Wireless Emergency Alert (WEA) system, known for sending AMBER alerts. Under the Federal Communication Commission's regulations for use of the WEA, this system can only be activated by the CWS operator when there is threat of injury or loss of life to those in the impacted area. This system sends alert messages to all WEA-compatible cell phones (residents, businesses, visitors, travelers) within the area designated by the CWS operator, and it does not require cell phones to be registered in the CWS. The alert is not a call or text: unless the phone is off or on airplane mode, it may vibrate, make a loud sound and display a message on the screen. This tool is designed to cover a larger area than just the specific, targeted area impacted by the emergency. There is an "overshoot" of 0.3 to 10 miles depending on the age and model of cell phone, which can result in alerts being received by people not in the designated area. Because of the overshoot beyond the designated area, there are circumstances when a WEA alert to evacuate an impacted area could result in clogged evacuation routes, and a WEA alert may not be issued as occurred during the Camp fire. Cell phone owners can opt out of WEA alerts by changing their phone settings to not receive them.
2. *Landlines:* The CWS operator can choose to send a recorded message to all landlines (phones connected by wires to the telephone company's wires) located in the impacted area. Landlines need not be registered in the CWS to receive calls. The message will be played to whomever answers the phone, including an answering machine, and there will be repeat calls if there is no answer or a busy signal. There are two issues that render landlines largely ineffective as an alerting tool. First, the increasing use of cell phones and phones that use Voice over Internet Protocol (VoIP) has resulted in only 6.5% of California households having landlines today. And second, it can take a lot of time for the CWS to call all the landlines. In an impacted area with tens of thousands of landlines, it can be hours, or even days, to make all the calls. For example, Sonoma county's warning system is able to initiate approximately 2,500 calls per minute.
3. *Email, Cell, and Voice over Internet Protocol (VoIP) phones:* CWS can: 1) call cell phones and VoIP phones in an impacted area and play a recorded message; 2) send texts to cell phones; and 3) send emails to internet-connected computers. All three of these tools require County residents and businesses to create an account in the CWS and register their VoIP telephones, cell phone numbers, and email address(es) to get alerts using these tools.
4. *Radios and TVs:* The CWS operator can choose to send alerts over the federal Emergency Alert System that broadcasts a message on participating local AM radios and television channels, as well as weather radios. People must have access to a radio and/or television and tune into the specific stations that carry alert messages.
5. *Social Media:* The CWS operator can post alerts to Facebook, X, WhatsApp, LinkedIn, other social media, and the CWS web site.

Generally, in any major disaster, including Level 3 chemical releases, all these tools will be used. However, if the local power grid is damaged or shut off then devices that rely on grid power won't operate. If cell towers are out, cellular devices may not receive alerts. The CWS operator may also choose to limit sending alerts through the WEA, radios, or TVs due to concerns about



causing congestion on evacuation routes or reaching too many people in areas not impacted by the disaster.

## DISCUSSION

The Jury determined that the success of any particular warning system is highly dependent on the redundancies built into the system in order to ensure alerts reach as many people as possible. Redundancies for emergency response include having backup radios and radio systems, backup computers, backup personnel, and as many methods, or tools, as feasible by which to send alerts. The CWS and first responders in Contra Costa County have substantial backup for their computer and telecom hardware to initiate and send alerts. However, the Jury found several instances where redundancies in CWS processes can be increased, thereby reducing the risk that CWS alerts may not be timely and/or may not reach all the people in the impacted area.

### **Reliance on Voluntary Registration in the CWS Creates the Risk That Several Alerting Tools Will Not Work for Up to 70% of County Residents**

The CWS can send alerts to all cell phones in an impacted area through the WEA, and/or it can send recorded messages to all landlines within that area, although as discussed, only 6.5% of phones are landlines, and the typical landline phone connects to a base station that does not work if the power is out. Neither of these alerting tools requires people to register their cell phones or landlines in the CWS.

The CWS can also call and text cell phones, call VoIP phones, and send emails to the 30% of County residents and businesses who have registered their contact data in the CWS. However, these additional alerting tools may not work for the 70% of County residents and businesses who have not registered their contact data in the CWS.

The current process to register phones and email addresses in the CWS relies on residents and businesses to proactively create a CWS account and register their physical address, phone, and email data. This process creates the risk that people who are not aware of the CWS, do not know they need to register, do not know how to register, find the registration process too complex or burdensome, or incorrectly think that somehow the government will contact them, will not have their contact data in the CWS. About 30% of County residents have created an account, resulting in a risk that the 70% of residents who have not registered with CWS may not receive any alerts in the event the alerting tools that do not require registration – WEA, landlines, radios, TVs – are not activated. In both the 2018 Camp Fire and the 2017 Wine Country fires, the failure of residents to register their phones and emails with those counties' warning systems contributed to the loss of life:

- At the time of the Camp Fire, less than 40% of the residents in the fire-affected area had registered their phones to receive emergency alerts. Of the 52,000 people who evacuated, 7,000 residents received an emergency alert through Butte County's system.
- In the Wine Country fires, according to an October 2020 CalMatters report, 20% of residents in Sonoma County were signed up for that county's emergency alerts.



The risk that people may not receive phone or email alerts because they have not entered their contact data into CWS can be mitigated by changing the current process by which the CWS incorporates the necessary contact data into its database. Instead of the current “opt-in” process in which County residents and businesses have the option to enter their data into the CWS by creating an account, the process would be changed to automatically bring the data into the CWS and create an account unless the person or business chooses to opt out of automatic registration. Non-residents of the County would still have to register their data in CWS to receive alerts. The necessary data already exists, can be obtained from the various utility, telecom and internet providers, and can be stored in the secure data centers provided by the national companies that provide these services to cities, counties, and states across the nation. Changing from an opt-in to an opt-out process helps to ensure that critical alert information can reach more people relative to the current process.

Changing the CWS to an opt-out system removes the requirement for any County resident or business to create an account in order to receive calls or texts on their cell phones, calls on their VoIP line, or email. Those who don’t want their contact data registered in the CWS would have to request their data not be included. Such residents or businesses could still receive alerts via other mechanisms such as the WEA, radio, TVs, social media, and non-VoIP landlines if those tools are activated.

The annual cost to the County to periodically obtain the contact data of its residents and businesses from the various telecom companies is estimated to be on the order of \$100,000. A one-time cost to educate the public about the change to the system and to provide them information on how and when to opt out would also be incurred by the County and is estimated to be on the order of \$500,000. For the purpose of cost-benefit analyses of government programs the United States FEMA (Federal Emergency Management Agency) estimated the value of a life at \$7.5 million in 2020. The benefit of an opt-out process, in terms of potential value of loss of life, outweighs the estimated cost.

Funding to change the process for collecting people’s contact data could come from Measure X. Measure X is a countywide, 20-year, ½ cent sales tax approved by County voters on November 3, 2020. The ballot measure language stated that the intent of Measure X is “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.” Modification to the CWS fits in the category of emergency response and would be an appropriate use of Measure X funds. For example, Measure X funds are being used to fund a program for residents to use a mobile application from a private vendor that displays evacuation zones on their mobile devices, and allows them to obtain information about emergencies in any zone in the state.

### **There is a Risk That Telephones and Internet-Connected Devices Will Not Work or Be Heard**

Not everyone hears or responds to phone calls, emails, texts, or WEA alerts for any number of reasons, including out of service telecom and power grid infrastructure. Of the 52,000 people who evacuated during the Camp fire, 14% received an emergency alert through Butte County’s warning system.

Another type of warning device, outdoor warning systems that are not dependent on telecom or power grid infrastructure, could increase the redundancy of alerting tools. Outdoor warning systems supplement other warning tools by providing acoustic (voice or siren sounds) to people who are outdoors. These systems use powerful loudspeakers (known as “long-range acoustic devices,” or LRADs) that can broadcast a verbal message or tones up to a mile away. They can operate from batteries that are charged from the grid or solar panels and can also receive signals from either cell towers or satellites. LRADs can broadcast audible instructions to people outdoors when cell phones and other alert receiving devices may not be working or heard. There is some evidence that under certain circumstances, LRADs can be heard indoors.

The City of Berkeley is currently installing 15 LRADs at a cost of \$2 million. Berkeley’s rationale for installing LRADs was the recognition that their existing alerting tools, similar to CWS, would reach some but not all people within the city.

Southern Marin Fire District (SMFD) has installed LRADs in five locations throughout Mill Valley. SMFD’s goal in the installation of the LRAD system was to improve the resiliency and redundancy of their warning system. SMFD plans to install five additional LRADs in other parts of its district, including Sausalito and Tiburon.

For the same reasons SMFD is installing LRADs, the Novato Fire District has taken steps to develop a comprehensive LRAD emergency warning network within its territory. Novato has conducted an acoustical study to determine which areas may be suitable for LRADs, has identified potential sites where LRADs might be located, and is planning to install one test unit. The LRAD system would facilitate disaster notification and evacuation efforts.

Contra Costa County has a diverse topography, with flatlands, hills, valleys, and canyons, that all affect how sound is reflected and absorbed as it travels. There may be areas where LRADs would be an effective alerting tool. However, an acoustical study (called a “sound study”) of the various areas in the County must first be conducted to determine where, if at all, LRADs might be effective. Potential LRAD sites must also be identified for any areas in which LRADs are found to be effective. The Jury could not estimate a cost for a sound study. As discussed in the previous section, Measure X is an appropriate funding source for emergency response activities, such as a sound study.

### **Reliance Upon An On-Call CWS Operator Creates a Risk of Delay in Sending Alerts**

The Jury’s research into disasters in California and elsewhere showed that timely assessment of the situation and sending alerts as soon as possible can make the difference between life or death for people in the impacted area. According to emergency response experts interviewed by the Jury, in the event of disasters such as fast-moving wildfires, alerts must be drafted and sent to the public within 20 minutes of when the incident commander initiates the process. For example, in a 2018 evacuation drill Sonoma County targeted a 10-minute time frame to send a WEA alert.

At all times, and regardless of where they happen to be, one of the three employees in the CWS unit is the designated on-call duty officer who responds to requests for activation of the system. Once the CWS duty officer is contacted by the Sheriff’s dispatch center the CWS duty officer has up to 10 minutes to call the incident commander and connect into the CWS secure network. In the event the CWS duty officer is not reached, the dispatch center attempts to contact a backup

person to the duty officer. That additional time required to contact the backup personnel, have them get to a computer and establish a secure connection into the CWS, is time that people in an impacted area should be using to take action to remove themselves from danger.

The dependence on a single, on-call duty officer introduces a risk of delay in the CWS activation process. There are innumerable ways that an on-call CWS duty officer could be incapacitated, such as an accident or a sudden illness, requiring additional calls until a CWS operator can be found to return the call to the incident commander. But each additional call delays getting the alert out, and in the event of a disaster, such as a fast-moving wildfire, a few minutes additional time to send out alerts can make a difference to people in an impacted area who need to act quickly to get out of danger. In the Camp Fire, of the five staff members trained to operate Butte County's warning system only one was available.

This risk can be mitigated by enabling and training existing employees in the Sheriff's dispatch center to operate the CWS. Doing so creates redundancy in the number of on-duty personnel who can operate the CWS. Such a redundancy is critical if the CWS duty officer cannot be reached, and the incident commander requires an alert to be sent immediately. At least one of the CWS-trained employees would always be on duty in the dispatch center. Additional alerts can be crafted by the CWS on-call duty officer once they are contacted and engaged.

A 2018 survey of Bay Area emergency warning programs by Sonoma County's Fire and Emergency Services Department showed that of the eight Bay Area counties included in the survey (Napa was not included), as well as Monterey County, Contra Costa is the only county to rely exclusively on an on-call duty officer to operate the warning system. With the exception of Sonoma County, each of the other Bay Area counties and Monterey County trains their dispatchers to operate their warning systems so there is always someone in the dispatch center who can operate the warning system. Sonoma County has specially trained operators similar to the CWS on-call duty officers, but also trains officers in its 24/7 dispatch center to use pre-determined templates in the event of an immediate need to send an alert before the warning system duty officer can be engaged. The Jury determined that Napa County also trains their dispatchers to operate their warning system.

### **Effectiveness of Training Incident Commanders On the Use of the CWS**

On November 2, 2023, firefighters from the Moraga-Orinda Fire District (MOFD) responded to a fire in the unincorporated area of Canyon. Once the incident commander determined that an evacuation warning should be sent to the impacted area, it took about 40 minutes for the warning to go out. Residents in the impacted area received the alert after the fire was under control, creating confusion among the residents. The alert was not sent within the 20-minute time frame determined by the Jury as appropriate for sending alerts such as this one. The additional time needed to draft and send the alert was due, in part, to uncertainty around which emergency response agency had authority to issue evacuation warnings or orders. Under California law only law enforcement officers can issue evacuation warnings or orders.

According to the after-action reports for the Wine Country fires and the Camp Fire a cause of delays getting alerts out was inadequate preparation and training of emergency responders in the use of their local warning systems. The US Department of Homeland Security has identified training as one of the ten best practices used to improve warning system operations, saying that

conducting trainings, exercises, and tests of warning systems with stakeholders and partners on a regular basis is needed to maintain proficiencies. Lessons observed from these activities can be evaluated, documented, and incorporated into future operations.

Current training on use of the CWS consists of a 14-minute video with 11 slides that describe the CWS, the alerting tools, and what an incident commander must do to send an alert. CWS staff sends the video annually to the fire and police agencies in the County. CWS staff does not solicit or receive confirmation from the intended recipients of the training that they have reviewed the training materials. Nor do the training materials contain any type of exam to determine how much of the information in the video has been retained or understood. As a result, there is a risk that an incident commander with an inadequate understanding of the process to initiate a CWS alert may require more time to initiate an alert relative to an incident commander with a complete understanding.

Although the CWS participates in evacuation drills organized by fire districts/departments in the County, the CWS does not otherwise conduct drills to test or practice just the CWS initiation process by first responders who may be in the position of incident commander during an emergency. Such drills or practice would be one mechanism to inform CWS staff on the effectiveness of its training on the use of the CWS by first responders.

The Sheriff's Office and CWS staff should implement a process to ensure that first responders in County agencies who take the CWS training certify that they have reviewed and understood the training materials. Such certification could include a brief, e.g., 5 minutes, questionnaire to test their understanding of the CWS alert initiation process.

### **Why People Do Not Receive Intended Alerts**

The after-action reports from the Camp Fire and Wine Country fires describe instances of warnings being sent but not received or received far too late for the intended recipients to take the actions directed by the notifications. Two evacuation drills in the city of Richmond in 2022 and 2023 resulted in half of the drill participants claiming they should have received a drill alert but did not, or received the alert hours later after the drill was completed. No study was conducted to verify or understand these claims.

The CWS has not conducted any tests of its system to determine the extent to which alerts are actually received or received too late for people to take action. As a result, the CWS does not know what corrective actions may be needed to ensure that alerts and notifications are capable of reaching all the intended recipients in time to take action.

### **Risk Analysis of the CWS**

The CWS staff continually evaluates its systems and processes for operational risks. The County has not conducted a comprehensive risk analysis of the CWS by an independent third party since the County took control of the CWS in 2001.

Subsequent to the Camp Fire and the Wine Country fires both Sonoma and Butte counties engaged external parties to evaluate their emergency response processes during those fires. Butte county engaged a firm, Constant Associates, to prepare an after-action report on the Camp

Fire. Sonoma county requested the California State Office of Emergency Services tconduct an independent review of that county’s emergency notification process and response to the October 2017 fires in Sonoma County. The reports for both counties described problems with the warning systems in those counties and made recommendations to remediate those problems.

Contra Costa County should not wait for risks to be identified whenever some part of its warning system fails in an actual emergency. A third party with broad, national and/or international experience in public warning systems and risk analysis should be commissioned to conduct a comprehensive risk analysis of the CWS, its hardware, software, procedures, and processes. Such a risk analysis would also identify potential mitigation measures for the identified risks. Funding for such a risk analysis could be provided under Measure X.

### **Oversight of the CWS**

The current process for improving the design and operation of the CWS for alerts not related to releases of hazardous chemicals resides within the Sheriff’s Office, Emergency Services Division (ESD). ESD interacts with the other emergency response agencies in the County that have an interest in the functioning of the CWS. However, the Jury determined the current process lacks a formal CWS advisory body that could routinely engage emergency response experts from the various fire and police districts/departments in the County who could provide insights and advice to improve the design and operation of the CWS.

The issues discussed about the CWS in this report are the types of issues appropriate for identification and resolution by a CWS advisory body.

A logical place for such an advisory body is within the County’s Emergency Services Policy Board (ESPB). The ESPB is an advisory board to the County’s Chief Administrative Officer that provides assistance and advice on emergency preparedness planning efforts, and the coordination of those planning efforts, throughout the County. The ESPB reviews and makes recommendations on emergency and mutual aid plans and agreements, and on any ordinances, resolutions and regulations that are necessary to implement those plans and agreements. The County Administrator serves as the chair, and the Sheriff serves as the vice-chair of the ESPB. Other members include the following: County Counsel; Director, Public Works; Director, Health Services; Fire Chief, Contra Costa County Fire Protection District; Risk Manager; Director, Department of Conservation and Development, Director, Employment and Human Services; County Superintendent of Schools or designee; Director, Information Technology; and a Representative from the Public Managers' Association.

The ESPB has met once annually from 2015 through 2023 with the exception that no meetings were held in 2020 and 2021 due to the pandemic. A review of the meeting agenda packets shows the CWS was not an agenda item in any of those years.

The ESPB itself is not an appropriate vehicle or process to explore and identify improvements to the CWS. The Jury determined that the telecom technologies, software, and processes used by the CWS change rapidly. A more appropriate vehicle and process is an ad-hoc subcommittee of the ESPB that meets at least quarterly, and that would bring together emergency response experts from around the County to advise on improvements to the CWS.

## FINDINGS

- F1. The CWS is used in response to emergencies in the County.
- F2. About 30% of County residents have created a CWS account and entered their contact data.
- F3. The approximately 70% of residents who haven't registered with CWS may not receive any alerts in the event that other alerting tools not reliant on registration in the CWS – WEA, radios, and TVs – are not activated.
- F4. Additional redundancies in the processes and operation of the CWS can increase the potential for more people to receive timely alerts.
- F5. To enable the redundancy of other alerting tools – sending recorded voice messages to cell and VoIP phones, text messages, and emails – the contact data for these devices must be registered in the CWS.
- F6. Phone numbers and associated physical addresses can be loaded into the CWS for all businesses and residents in the County from the various telecom providers that serve the County.
- F7. In an opt-out warning system, County residents and businesses that do not want their phone and/or email data in the CWS can request to have their data removed.
- F8. The reliance of the CWS on voluntary registration creates a risk that too few residents will register their phones and email in CWS.
- F9. An opt-out system would incur annual costs for data subscriptions on the order of \$100,000.
- F10. An opt-out system would incur an initial cost to educate residents and businesses of the CWS system change on the order of \$500,000.
- F11. Outdoor warning systems supplement other warning tools by providing acoustic (voice or siren sounds) to people who are outdoors.
- F12. Long Range Acoustic Devices (LRADs) can broadcast audible instructions to people outdoors when cell phones and other alert-receiving devices may not be working or heard.
- F13. A sound study is needed to evaluate where, if at all, LRADs might be effective in Contra Costa County.
- F14. Sites where LRADs could be located would need to be identified for any areas in which LRADs are found to be effective.
- F15. The County would incur a cost for a sound study on the feasibility to deploy LRADs within the County.



- F16. There is no estimate of the cost for an independent, third party to conduct a feasibility study for the use of LRADs within the County.
- F17. LRADs would be part of the County's emergency response warning tools.
- F18. Costs related to emergency response can be funded from Measure X revenue.
- F19. At all times, one of the three CWS employees is the designated on-call duty officer who responds to requests for activation of the CWS.
- F20. In the event of disasters such as fast-moving wildfires, a reasonable time for alerts to be sent to the public is within 20 minutes of when the incident commander contacts the CWS duty officer.
- F21. Once the CWS duty officer is contacted by the Sheriff's dispatch center the CWS duty officer has up to 10 minutes to call the incident commander.
- F22. In the event the CWS duty officer is not reached after two attempts to contact them, the dispatch center attempts to contact a backup person to the duty officer.
- F23. Additional time is required to contact CWS backup personnel and have them get to a computer and establish a secure connection into the CWS.
- F24. In the event the CWS duty officer is not reached after two attempts by the dispatch center to contact them, the time required to contact backup personnel to the on-call CWS duty officer is uncertain.
- F25. Reliance on a single person to operate the CWS, the on-call CWS duty officer, creates a risk that alerts and notifications could be delayed.
- F26. Two evacuation drills in the city of Richmond in 2022 and 2023 resulted in half of the drill participants claiming they should have received a drill alert but did not, or received the alert hours later after the drill was completed.
- F27. The CWS did not conduct any studies to verify or understand the claims Richmond evacuation drill participants made that they should have received a drill alert but did not, or received the alert hours later after the drill was completed.
- F28. The CWS is not tested to determine the extent to which people actually notice, read, or hear alerts sent by the CWS.
- F29. The CWS staff evaluates its systems and processes for risks.
- F30. The County has not engaged a firm with expertise in risk analysis of community warning systems to conduct a comprehensive risk analysis of the CWS since the County took control of the system in 2001.
- F31. The current process for improving the design and operation of the CWS for alerts not related to releases of hazardous chemicals resides within the Sheriff's Office.



- F32. There is no formal body or process that brings together emergency response experts from emergency response agencies in the County to focus and advise solely on the design and operation of the CWS.
- F33. The functioning and effectiveness of the CWS can be improved, and operational risks reduced, with the implementation of a CWS advisory body.
- F34. The Emergency Services Policy Board (ESPB) can create subcommittees, such as a CWS advisory committee.
- F35. The CWS staff provides training materials to the fire districts/departments, police departments, and dispatch centers in the County on the use of CWS, its tools, types of warnings, activation, and information needed by the CWS duty officer.
- F36. The CWS staff does not have a process to determine if the recipients of the training it provides to the first responders of the fire districts/departments, police departments, and dispatch centers who receive the training materials on CWS have read and understood the training materials.

## **RECOMMENDATIONS**

- R1. By March 31, 2025, the Board of Supervisors should develop a plan to modify the CWS so that it automatically registers all available contact data for all County residents and businesses into its system and provides a mechanism for residents and businesses to opt out of the automatic registration process.
- R2. By December 31, 2025, the Board of Supervisors should complete the implementation of the plan to modify the CWS so that it automatically registers all available contact data for all County residents and businesses into its system and provides a mechanism for residents and businesses to opt out of the automatic registration process.
- R3. By December 31, 2024, the Board of Supervisors should commission a sound study by an independent, third party to determine the feasibility of deploying LRADs in any areas of the County.
- R4. By June 30, 2025, the Office of the Sheriff should train employees in the Sheriff's dispatch center to operate the CWS.
- R5. By March 31, 2025, the Office of the Sheriff should implement a plan to conduct testing of the CWS to determine the causes of the failure of CWS alerts to reach all the intended recipients of test alerts within 10 – 20 minutes of the time the alert is sent.
- R6. By June 30, 2025, the Board of Supervisors should execute a contract with a third-party consulting firm to conduct a comprehensive risk analysis of the CWS, including its processes, procedures, contracts, hardware, and software.

- R7. By March 31, 2025, the Board of Supervisors should direct the County’s Chief Administrative Officer to establish a CWS advisory subcommittee of the Emergency Services Policy Board.
- R8. By June 30, 2025, the Office of the Sheriff should implement a process to ensure that first responders in County agencies who take the CWS training certify they have reviewed and understood the training materials.

**REQUEST FOR RESPONSES**

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

<b>Responding Agency</b>	<b>Findings</b>	<b>Recommendations</b>
Board of Supervisors	F1 – F18, F29 - F33	R1 – R3, R6, R7
Office of the Sheriff	F19 – F28, F34 – F36	R4, R5, R8

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov) and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson  
 725 Court Street  
 P.O. Box 431  
 Martinez, CA 94553-0091



SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY

## District Transparency Certificate of Excellence

### Purpose

To promote transparency in the operations and governance of special districts to the public/constituents and provide special districts with an opportunity to showcase their efforts in transparency.

### Valid

3 Years from date of award

### Application Cost

FREE

### Electronic Filing is preferable

info@sdlf.org

### District Receives

- Certificate for display (covering 3 years)
- Press release template
- Recognition on the SDLF website
- Letter to legislators within the district's boundaries announcing the achievement
- Recognition in social media and the CSDA eNews
- Window cling

### Basic Requirements

#### Current Ethics Training for All Board Members *(Government Code Section 53235)*

- Provide names of board members and copies of training certificates along with date completed

#### Current Harassment Prevention Training for Supervisory and Non-Supervisory Employees

*(Government Code section 12950.1; 53237.1)*

- Provide training log or certificates confirming completion along with dates completed

#### Compliance with the Ralph M. Brown Act *(Government Code Section 54950 et. al )*

- Provide copy of current policy related to Brown Act compliance  
 Provide copy of a current meeting agenda (including opportunity for public comment)

#### Adoption of Policy Related to Handling Public Records Act Requests

- Provide copy of current policy

#### Adoption of Reimbursement Policy, If District Provides Any Reimbursement of Actual and Necessary Expenses

*(Government Code Section 53232.2 (b))*

- Provide copy of current policy

#### Annual disclosure of board member or employee reimbursements for individual charges over \$100 for services or products.

This information is to be made available for public inspection. "Individual charge" includes, but is not limited to: one meal, lodging for one day, or transportation. *(Government Code Section 53065.5)*

- Provide copy of the most recent document and how it is accessible

#### Timely Annual Filing of State Controller's Special Districts Financial Transactions Report and Compensation Report

*(Government Code Section 53891, 53892)*

- Provide copy of most recent filings

*SDLF staff will verify that district is not listed on the State Controller's 'non-compliance list'*

#### Conduct Audits As Required By Law *(Government Code Section 26909 and 12410.6)*

- Provide copy of most recent audit, management letter, and a description of how/where documents were made available to the public

#### Other Policies – Have Current Policies Addressing the Following Areas

*Provide copies of each:*

- Conflict of Interest  
 Provide copies of Form 700 cover sheet for board members and general manager  
 Code of Ethics/Values/Norms or Board Conduct  
 Financial Reserves Policy  
 Records Retention Policy

**DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE APPLICATION**

**Website Requirements**

Maintain a district website with the following items Required. (provide direct website links for each item) - Required items available to the public:

- Names of board members and their full terms of office to include start and end date <https://www.kensingtonfire.org/board-of-directors>
- Name of general manager and key staff along with contact information <https://www.kensingtonfire.org/administration-79d1b95>
- Election/appointment procedure and deadlines <https://www.kensingtonfire.org/election-procedures>
- Board meeting schedule <https://www.kensingtonfire.org/files/5eedd8274/20230522+Annual+Meeting+Schedule.pdf>  
(Regular meeting agendas must be posted 72 hours in advance pursuant to *Government Code Section 54954.2 (a)(1)* and *Government Code Section 54956 (a)*) <https://www.kensingtonfire.org/board-meetings>
- District's mission statement <https://www.kensingtonfire.org/kfpd-mission-statement>
- Description of district's services/functions and service area <https://www.kensingtonfire.org/services>
- Authorizing statute/Enabling Act (Principle Act or Special Act) <https://www.kensingtonfire.org/fire-protection-districts-principle-enabling-act>
- Current district budget [https://www.kensingtonfire.org/files/eb3ff581b/20240619+Preliminary+FY2024-2025+Budget\\_adopted.pdf](https://www.kensingtonfire.org/files/eb3ff581b/20240619+Preliminary+FY2024-2025+Budget_adopted.pdf)
- Most recent financial audit [https://www.kensingtonfire.org/files/930abb22a/20230621\\_04j+FY+2021-22+Annual+Audit.pdf](https://www.kensingtonfire.org/files/930abb22a/20230621_04j+FY+2021-22+Annual+Audit.pdf)
- Archive of Board meeting minutes for at least the last 6 months <https://www.kensingtonfire.org/board-meetings>
- Link to State Controller's webpages for district's reported board member and staff compensation (*Government Code Section 53908*)
- Link to State Controller's webpages for district's reported Financial Transaction Report (*Government Code Section 53891 (a)*)
- Reimbursement and Compensation Policy <https://www.kensingtonfire.org/files/f3222c125/reimbursement+policy-08012017110911.pdf>  
<https://districts.bythenumbers.sco.ca.gov/#/year/2021/operating/0/entityname/Kensington+Fire+Protection+District/0/districttype2?vis=barChart>
- Home page link to agendas/board packets (*Government Code Section 54957.5*) <https://www.kensingtonfire.org/board-meetings>
- SB 272 compliance-enterprise catalogs (*Government Code Section 6270.5*) <https://www.kensingtonfire.org/sb-272-enterprise-system-catalog>

Additional items – website also must include at least 4 of the following items:

- Post board member ethics training certificates <https://www.kensingtonfire.org/board-member-ethics-certificates>
- Picture, biography and e-mail address of board members <https://www.kensingtonfire.org/board-of-directors>
- Last (3) years of audits <https://www.kensingtonfire.org/kensington-fire-district-financial-audits>
- Financial Reserves Policy [https://www.kensingtonfire.org/files/648176606/10\\_Policy+1170+Financial+Reserves.pdf](https://www.kensingtonfire.org/files/648176606/10_Policy+1170+Financial+Reserves.pdf)
- Online/downloadable public records act request form <https://www.kensingtonfire.org/public-records-request-policy-of-kensington-fire-protection-district>
- Audio or video recordings of board meetings <https://www.kensingtonfire.org/board-meetings>
- Map of district boundaries/service area <https://www.kensingtonfire.org/service-area-map>
- Link to California Special Districts Association mapping program <https://www.kensingtonfire.org/california-special-districts-association-mapping-program>
- Most recent Municipal Service Review (MSR) and Sphere of Influence (SOI) studies (full document or link to document on another site)
- Link to [www.districtsmakethedifference.org](http://www.districtsmakethedifference.org) site or a general description of what a special district is [https://www.contracostalafco.org/municipal\\_service\\_reviews/fire\\_and\\_emergency\\_medical\\_services/CoCo%20Fire%20MSR%20Master%20-%20FINAL.pdf](https://www.contracostalafco.org/municipal_service_reviews/fire_and_emergency_medical_services/CoCo%20Fire%20MSR%20Master%20-%20FINAL.pdf)
- Link to most recently filed FPPC forms <https://www.kensingtonfire.org/board-member-ethics-certificates> <https://www.kensingtonfire.org/district-transparency>

**Outreach/Best Practices Requirements - (Must complete at least 2 of the following items)**

**Regular district newsletter or communication (printed and/or electronic) that keeps the public, constituents and elected officials up-to-date on district activities (at least twice annually)** <https://www.kensingtonfire.org/the-fire-plug-spring-2023-issue>

- Provide copy of most recent communication and short description on the frequency of the communication, how it's distributed and to whom

**Community notification through press release to local media outlet announcing upcoming filing deadline for election or Appointment and process for seeking a position on the district board, prior to that election (or prior to the most recent deadline For consideration of new appointments for those districts with board members appointed to fixed-terms)**

- Provide copy of the press release (and the printed article, if available)

**Complete salary comparison/benchmarking for district staff positions using a reputable salary survey (at least every 5 years)**

- Provide brief description of the survey and process used as well as the general results

**Special Community Engagement Project**

Designed and completed a special project promoting community engagement with the district (potential projects may be broad in nature or focus on specific issues such as rate-setting, recycled water, identifying community needs, etc.)

- Submit an overview of the community engagement project reviewing the process undertaken and results achieved

**Hold annual informational public budget hearings that engage the public (outreach, workshops, etc.) prior to adopting the budget**

- Provide copy of most recent public budget hearing notice and agenda

**Community Transparency Review**

The district would be required to obtain a completed overview checklist from at least 2 of the following individuals (the district may choose to conduct the overview with these individuals simultaneously or separately):

- Chair of the County Civil Grand Jury
- Editor of a reputable local print newspaper (only one may count toward requirement)
- LAFCO Executive Officer
- County Auditor-Controller
- Local Legislator (only one may count toward requirement)
- Executive Director or President of local Chamber of Commerce
- General Manager of a peer agency (special district, city, county, neighborhood association, community organization or county administrative officer)
  - Provide proof of completion signed by individuals completing Community Transparency Review
- President of local Special Districts Chapter or the Chapter designee

- Chair of the County Civil Grand Jury
- Editor of a reputable local print newspaper (only one may count toward requirement)
- LAFCO Executive Officer
- County Auditor-Controller
- Local Legislator (only one may count toward requirement)
- Executive Director or President of local Chamber of Commerce
- General Manager of a peer agency (special district, city, county, neighborhood association, community organization or county administrative officer)
- Provide proof of completion signed by individuals completing Community Transparency Review*
- President of local Special Districts Chapter or the Chapter designee

**DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE APPLICATION**

SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY

## District Transparency Certificate of Excellence

**Submit Application**

Submit this application along with all required documentation to:

Special District Leadership Foundation  
 1112 I Street, Suite 200  
 Sacramento, CA 95814  
 Phone: 916-231-2909 • Fax: 916-442-7889

**Electronic filing is preferable.**

*info@sdlf.org*

District:		
Mailing Address:		
City:	State:	Zip:
Contact Name:		
Contact Title:		
Phone:	Fax:	
Email:	Website:	
Assembly Member(s)*:		
Senator*:		
Local Newspaper(s):		
I certify that the information submitted is accurate and complete to the best of my knowledge.		Signature:

*\*include all state legislators representing the district's area of operation*



SHOWCASE YOUR COMMITMENT TO EXCELLENCE

## District of Distinction Application

The District of Distinction is an accreditation program that enables districts to demonstrate to their communities, the media and legislators their commitment to operate in a sound, responsible manner. Districts apply for designation as a District of Distinction by submitting financial audits, policies and procedures and proof of training received by directors and executive staff.

### Requirements:

#### FINANCIAL AUDITS

Districts must demonstrate they undergo regular financial audits, have no major deficiencies and apply any recommendations to future years.

##### **What to submit:**

- Copies of the three most recent district audits, including financial statements (3 letters) SAS 114 - *The Auditor's Communication with Those Charged with Governance*, SAS 115 - *The Auditor's Communications on Internal Control Related Matters*, and management letter. Each audit, including findings and recommendations, will be reviewed by a member of the Certification & Audit Review Advisory Committee. Committee members are volunteers from the special district community, including district controllers, directors of finance and CSDM certified general managers.

#### POLICIES AND PROCEDURES

Districts must demonstrate that their operations conform to all statutes and regulations under state law as reflected in a policies and procedures manual. Policies and procedures should focus on governance, ethics, board conduct, district finances, reserves, reimbursement/compensation, etc.

##### **What to submit:**

- Copy of your district's current approved policies and procedures manual.
- Copy of your district's Board minute action adopting and/or having reviewed the policies and procedures manual within the past year.

#### TRAINING

##### **What to submit:**

Documentation showing class attendance, such as certificate of completion for each board member, general manager and other executive staff members (as identified by the board) in the following areas:

- Governance Training:** Six hours of basic governance training. (New board members and executive staff must complete within the past 5 years) *Governance Foundations*, offered by CSDA's Special District Leadership Academy, satisfies this requirement. Other courses may qualify as well, however will need to be submitted for review by SDLF. Also, *Board Member Best Practices* (3 hours) plus 2 approved webinars will satisfy that requirement. Approved webinars are: *Board Member and District Liability Issues*, and *Who Does What? Best Practices in Board Staff Relations*.  
\*Districts with boards larger than 7 need at least a majority of total board members completing this training requirement.
- Ethics Training:** Documentation verifying completion of AB 1234 ethics compliance training within the last two years.
- Harassment Prevention Training:** Documentation verifying completion of AB 1825 harassment prevention training within the last two years.

#### OTHER

Districts must also include the following items with the accreditation/re-accreditation application:

##### **What to submit:**

- Board of Directors roster
- List of executive staff, including titles
- Completed application for accreditation/re-accreditation
- Accreditation/re-accreditation application fee
- Completed SDLF District Transparency Certificate of Excellence

**Who should apply to be a District of Distinction?**

Any California special district that wants to demonstrate publicly the effectiveness of its operations. Applying for this designation shows that your district understands and respects the responsibilities inherent to providing essential public services in a fiscally responsible manner.

**What does a district receive for completing the program?**

Districts of Distinction earn the right to use the program’s seal on district materials and a plaque honoring their accomplishment. SDLF will also send a letter to a local publication and notify legislators on a district’s behalf.

**How does a district apply?**

Districts interested in earning the Districts of Distinction designation must complete the application and submit it along with the required documentation. Applications must also be accompanied by an application fee.

**If my district is a member of the Special District Risk Management Authority (SDRMA), will getting a District of Distinction accreditation save me money on my premiums?**

Yes. SDRMA offers Credit Incentive Points (CIPs) if your district earns the District of Distinction accreditation which can provide significant premium discounts. For more information, contact SDRMA at 800.537.7790 or visit [www.sdrma.org](http://www.sdrma.org).

**RE-ACCREDITATION**

**How long is the designation valid?**

The Districts of Distinction designation is valid for three years and a district may be re-accredited by submitting the application and all current required documents for review along with the re-accreditation fee.

**Fees**

The fees are on a sliding scale, based on a district’s budget:

**INITIAL ACCREDITATION & RE-ACCREDITATION**

<b>Annual operating budget</b>	<b>Fee</b>
\$0-299,999	\$175
\$300,000-749,999	\$200
\$750,000-999,999	\$225
\$1,000,000--2,999,999	\$300
\$3,000,000 or more	\$450

**Submit this application along with all required documentation and payment to:**

Special District Leadership Foundation  
 1112 I Street, Suite 200  
 Sacramento, CA 95814  
 Phone: 916-231-2909 • Fax: 916-442-7889 • [sdlf.org](mailto:sdlf.org)

**Electronic filing is preferable.**

[info@sdlf.org](mailto:info@sdlf.org).

District:		
Mailing Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Email:	Website:	
Assembly Member(s)*:		
Senator*:		
Local Newspaper(s):		
I certify that the information submitted is accurate and complete to the best of my knowledge.		Signature:

**SILVER, GOLD OR PLATINUM RECOGNITION**

Board Members who have received Certificate in Special District Governance: (attach additional pages if necessary)

	Date:
	Date:
	Date:

General Manager:

- Has completed Certificate in Special District Governance       Has completed Certified Special District Manager (CSDM)

**PAYMENT**

Total: \$	<input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> American Express
Acct. Name:	Acct. Number:
Expiration Date:	Authorized Signature:





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** August 21, 2024  
**TO:** Board of Directors  
**RE:** General Manager's Report  
**SUBMITTED BY:** Mary Morris-Mayorga, Consultant

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For July and August, the District continues to advance initiatives which are highlighted here that are not otherwise covered under other agenda items.

### *FY 2024-2025 Special Tax*

Contra Costa County confirmed receipt and completeness of the District's package for placement and collection of the special tax.

### *FY 2024-2025 Elections*

Contra Costa County Elections confirmed that Danielle Madugo and Rick Artis are the only candidates for the current District director positions; therefore, there will not be an election.

### *FY 2023-2024 Annual Audit*

We are in the process of establishing the schedule for the next annual audit to avoid any delay in getting the final complete within the normal timeframe.

### *Fiscal Analysis Project with Ridgeline*

Continued work on this project answering clarification questions related to budget, forecasting, and El Cerrito contract.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** August 21, 2024

**TO:** Kensington Fire Protection District Board

**RE:** Emergency Preparedness Coordinator Report

**SUBMITTED BY:** Johnny Valenzuela, Emergency Preparedness Coordinator

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The following progress items will be reviewed in the KFPD Board of Directors meeting:

### **1. Community Event/Engagement**

- 8/4/2024 National Night Out Host Material Meeting
- 8/6/2024 National Night Out
- 8/13/2024 Redtail Ridge Firewise Assessment Walk

### **2. District Communications/ Publications**

- 7/22/2024 Nextdoor Fire Hazard Severity Viewer
- 7/24/2024 Nextdoor Maybeck Community Chipping Day
- 8/7/2024 Nextdoor National Night Out 2024
- 8/10/2024 Nextdoor CERT Fall 2024 Course Registration
- 8/14/2024 Facebook CERT Fall 2024 Course Registration
- 8/14/2024 Nextdoor Redtail Ridge Firewise Assessment Walk

### **3. Initiatives/ Deliverables**

- Add resident emails to the Red Flag Warning Email List
- Ongoing Firewise Support
- Organize material distribution for NNO to Block Hosts
- Provide information to inbound calls/email inquiries.
- Develop announcement for Fire Hazard Severity Viewer
- Upload information Fire Hazard Severity Viewer to the KFPD Website
- Develop video re: Maybeck Community Chipping Day
- Develop video re: National Night Out
- Develop CERT announcement and website with registration info for the KFPD website.
- Collaboration to reform the Replanting Grant into a Hazardous Vegetation Removal Grant
- Revise CPR course schedule per Fire Department
- Draft text for Fire Marshal/Inspection process for KFPD website
- Request dead tree removal through EBRPD coordination
- National Night Out Improvement Block Host Survey
- Site visit for hazardous tree removal - identifying Measure X or other programs for resident

August 21, 2024

Emergency Preparedness Coordinator's Report

**4. Meeting**

- 7/11/2024 Contra Costa County Coordinator
- 7/11/2024 KFPD General Manager
- 7/12/2024 Maybeck Firewise
- 7/13/2024 Wildcat Firewise
- 7/16/2024 Redtail Ridge Firewise
- 7/17/2024 KPD National Night Out Coordination
- 7/17/2024 Hazardous Vegetation Program Coordination
- 7/17/2024 KFPD Monthly Meeting
- 7/19/2024 KFPD General Manager
- 7/23/2024 Redtail Ridge Firewise
- 7/24/2024 Emergency Preparedness Committee
- 7/25/2024 KPD National Night Out Coordination
- 8/4/2024 KPD National Night Out Coordination



**KENSINGTON FIRE PROTECTION DISTRICT**

**DATE:** August 21, 2024  
**TO:** Board of Directors  
**RE:** Public Safety Building Project Update  
**SUBMITTED BY:** Mary Morris-Mayorga, Consultant

**Recommended Action**

For information only, no action is requested at this time.

**Background**

The Public Safety Building Project is winding down and nearly complete with all major construction completed and only punch list items remaining for construction. This does not require CWS to be onsite each day; however, we have retained the fencing while remaining contractors complete work.

July and early August were extremely busy in getting through punch list items along with coordination of systems. We have experienced some challenges with communication systems due to fiber internet speed reliability so have been working with AT&T to resolve this. Lockers were modified and successfully installed. Furniture order has been arranged in two phases for quicker installation of low lead-time items. Landscaping will be completed as early as possible given that the fencing is still in place.

A resident notified the District of concerns with lighting and roof equipment so I will provide an update once more information is known on this.

**Fiscal Impact**

An update on the project budget versus expended is included below, including change orders.

	Project Budget (6/19/2024)	Change Orders/ Additional Services	Expended 7/31/2024	Remaining Budget
<u>Public Safety Building:</u>				
Construction - CWS	\$ 6,217,541	\$ 185,432	\$ 5,968,118	\$ 434,855
Construction - District direct costs	191,828		171,976	19,852
PSB Renovation Design/Engineering	822,740		451,732	371,008
Permits/Inspection/Testing	141,017		124,288	16,730
Construction/Project Management	488,047		450,917	37,130
Furniture, Fixtures, and Equipment	135,000		1,070	133,930
Legal Counsel	130,000		57,948	72,052
<u>Temporary Fire Station:</u>				
Construction Cost	598,289		598,289	0
Design/Engineering/Project Management	107,573		80,116	27,457
Relocation	221,566		217,212	4,353
Sub-Total:	\$ 9,053,601	\$ 185,432	\$ 8,121,666	\$ 1,117,367
Project Contingency Allowance	300,000	(185,432)	-	114,568
Total Project Budget	<u>\$ 9,353,601</u>	<u>\$ -</u>	<u>\$ 8,121,666</u>	<u>\$ 1,231,935</u>



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** August 21, 2024  
**TO:** Board of Directors  
**RE:** Emergency Preparedness Committee Meeting - 7/25/24  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

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### **Recommended Action**

For information only, no action is required.

### **Background**

The Emergency Preparedness Committee (EPC) met on July 25, 2024 and discussed the following topics:

- Replanting Grant Focus Change to Clearing Grant  
Draft language for the change in focus from Replanting to Clearing Grant was discussed at the June 27th meeting with feedback incorporated after that meeting. The revised language was discussed by the EPC with further refinements made and the EPC recommended this for approval by the Board at the next BOD meeting.
- Report of 2023-2024 Contra Costa County Civil Grand Jury: The CCC Community Warning System  
The report was reviewed and discussed by the EPC which determined that it recommends that the Board consider approval of a resolution supporting relevant findings at the next BOD meeting.
- Reports By Subcommittees  
Subcommittees were established last year and the EPC determined that these have been superseded by the Work Plan.

### **Fiscal Impact**

There is no fiscal impact identified at this time.