



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

Wednesday, September 9, 2020 7:00pm
Via Zoom Teleconference

Due to COVID-19, and in accordance with California Executive Orders N-25-20 and N-29-20, the District Board meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by accessing <https://zoom.us/j/98735271685> (on the day and time of the meeting) and may provide public comment by sending comments to the Board President and Board Clerk via email at public.comment@kensingtonfire.org. Comments will then be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Chair's discretion.

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

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

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Webinar ID: 987 3527 1685

International numbers available: <https://zoom.us/u/avFwwJGdw>

1. CALL TO ORDER/ROLL CALL

President Stein, Vice President Padian, Directors Dommer, Kosel, and Nagel

- 2. ORAL COMMUNICATIONS.** This place on the agenda is reserved for comments and inquiries from citizens and Board members concerning matters that do not otherwise appear on the agenda. Speakers shall be requested to provide their names and addresses prior to giving public comments or making inquiries.

- 3. ADOPTION OF CONSENT ITEMS.** Items 3.1 – 3.8 listed below are consent items, which are considered to be routine by the Board of Directors and will be enacted by one motion. The Board of Directors has received and considered reports and recommendations prior to assigning consent item designations to the various items. Copies of the reports are on file

in the Fire Protection District Administrative Office at 217 Arlington Avenue and are available to the public. The disposition of the item is indicated. There will be no separate discussion of consent items. If discussion is requested for an item, that item will be removed from the list of consent items and considered separately on the agenda.

- 3.1. **Approval of Minutes** of the regular meetings of August 12, 2020 (supporting material) (ACTION)
- 3.2. **Acceptance of Incident Activity Report** August 2020 (ACCEPT)
- 3.3. **Approval of Monthly Transmittal** August 2020 (APPROVE)
- 3.4. **Adoption of Resolution 20-13 Approving the Final Combined Budget for Revenue, Operating Expenditures, and Capital Improvement Expenditures for Fiscal Year 2020-2021** (ACTION)
- 3.5. **Adoption of Resolution 20-14 Establishing New Policy 185 Training Requirements** (Second Reading) (ACTION) (supporting material)
- 3.6. **Adoption of Resolution 20-15 Approving Amendments to Policy 1020 Code of Conduct** (Second Reading) (ACTION) (supporting material)
- 3.7. **Adoption of Resolution 20-16 Approving Amendments to Policy 170 Discrimination, Harassment and Retaliation Prevention** (Second Reading) (ACTION) (supporting material)
- 3.8. **Adoption of Resolution 20-17 Approving Amendments to Policy 180 Complaint and Investigation Procedures** (Second Reading) (ACTION) (supporting material)
4. **President's Report** (verbal report)
5. **Interim General Manager's Report**
 - 5.1. **Report on Status of Fire Danger Sign**
 - 5.2. **Action Plan Update** (supporting material)
 - 5.3. **Shredding event in October**
6. **Fire Chief's Report** (supporting material)
7. **ADMINISTRATIVE ITEMS**
 - 7.1. **Evacuation Messaging and Public Communication** (DISCUSSION/POTENTIAL ACTION)
 - 7.2. **Review Final Version of Letter to CCC Fire Chief Re: Cameras on Vollmer Peak** (APPROVE) (supporting material)
 - 7.3. **Report Back on ZoneHaven Proposed Subscription Agreement Combined with City of El Cerrito** (ACTION) (supporting material)
 - 7.4. **Review Format of Monthly Financial Reports** (ACTION)

- 7.5. **Public Safety Building Financing and Decision Plan** (ACTION) (supporting material)
- 7.6. **Authorize the Interim General Manager to Negotiate a Lease for Office Space** (ACTION) (supporting material)
- 7.7. **Proposed Amendment to Policy 8 Checking Account** (First Reading) (ACTION) (supporting material)
- 7.8. **Consider Emergency Preparedness Agenda Items for:**
 - **Calling a Special Meeting on All or Specific Items** (ACTION), or
 - **Discussing at the Current Meeting on All or Specific Items** (ACTION)
 - 7.8.1. **Changes to Kensington Traffic and Evacuation Patterns Now Completed** (INFORMATION)
 - 7.8.2. **Recommendation to ask the Board to request the El Cerrito Fire Department and the KPPCSD to use Nixle and NextDoor to (1) notify the public of Red Flag Days and (2) notify the public in advance of the first warning of impending Diablo Wind Events** (ACTION)
 - 7.8.3. **Status of Proposal for a Pilot Program to Provide Emergency Radios to Members of the Public** (DISCUSSION/ACTION)
 - 7.8.4. **Status and Future Steps for Investigating the Acquisition and Installment of Emergency Public Address Systems for Kensington** (DISCUSSION)
 - 7.8.5. **Request for the Board to Approve Action Items Proposed by the Kensington Police Department Regarding Investigation into Potential Changes in Parking Configuration on six segments of Kensington streets, including public input, and to approve the production (no cost) of an educational video to explain the rationale for the proposed parking changes** (ACTION) (supporting material)
 - 7.8.6. **Request from Emergency Preparedness Committee to Hire a Part-Time Emergency Preparedness Coordinator** (Discussion and possible ACTION) (supporting material)
 - 7.8.7. **Preliminary calculations of the traffic load on Kensington's streets during an emergency evacuation with little warning; implications for educating residents** (DISCUSSION)(supporting material)
- 7.9. **Report on General Manager Recruitment by BHI and Consider Scheduling Special Meetings to Hold Interviews** (Stein/Padian) (ACTION) (supporting material)
8. **Board Reports**

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

 - a. Finance Committee (Stein/Dommer) (supporting material)
 - b. Emergency Preparedness Committee (Padian/Nagel) (supporting material)
 - c. California Special Districts Association Representatives:
 - i. County (Nagel)
 - ii. State Professional Development and Membership Services Committees (Kosel)
9. **Adjournment**



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

Wednesday, August 12, 2020 7:00pm
Via Zoom Teleconference

Due to COVID-19, and in accordance with California Executive Orders N-25-20 and N-29-20, the District Board meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by accessing <https://zoom.us/j/98735271685> (on the day and time of the meeting) and may provide public comment by sending comments to the Board President and Board Clerk via email at public.comment@kensingtonfire.org. Comments will then be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Chair's discretion.

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1. CALL TO ORDER/ROLL CALL

President Stein called the meeting to order at 7:06 PM

Present: President Stein, Vice President Padian, Directors Dommer, Kosel, and Nagel

2. ORAL COMMUNICATIONS. This place on the agenda is reserved for comments and inquiries from citizens and Board members concerning matters that do not otherwise appear on the agenda. Speakers shall be requested to provide their names and addresses prior to giving public comments or making inquiries.

Public Comment: Director Kosel would like the public to know that Lamorinda CERT is having a sale on their website. All orders need to be submitted by September 3rd and will be delivered by September 11th.

Paul Moss would like all Kensington residents to know about an evacuation drill on Saturday, August 22nd. The phone and text alert has ten zeros and is unrecognizable. Public safety, CWS, Police and Fire will all coordinate this drill and want to make sure the public is aware

that they will be receiving a text/phone call. Director Nagel will announce this drill at the KPPCSD meeting. Lamorinda had great feedback after this drill and KFPD hopes to become more efficient and effective from this drill.

3. **ADOPTION OF CONSENT ITEMS.** Items 3.1 – 3.6 listed below are consent items, which are considered to be routine by the Board of Directors and will be enacted by one motion. The Board of Directors has received and considered reports and recommendations prior to assigning consent item designations to the various items. Copies of the reports are on file in the Fire Protection District Administrative Office at 217 Arlington Avenue and are available to the public. The disposition of the item is indicated. There will be no separate discussion of consent items. If discussion is requested for an item, that item will be removed from the list of consent items and considered separately on the agenda.

Moved/Seconded: Director Nagel/Director Kosel **Action:** Passed a motion to approve consent items 3.2, 3.3 and 3.6 **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None

Moved/Seconded: Director Nagel/Director Dommer **Action:** Passed a motion to approve consent items 3.1 with revisions to misspellings **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None

Moved/Seconded: Director Nagel/Director Dommer **Action:** Passed a motion to approve consent items 3.4 **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None

Moved/Seconded: Director Kosel/Director Nagel **Action:** Passed a motion to approve consent items 3.5 **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None

3.1. Approval of Minutes of the regular meetings of May 13, June 10, (revised-Item 4.10 discussion/action updated for specifics), July 8, 2020 and special meeting of June 26, 2020

3.2. Acceptance of Incident Activity Report July 2020

3.3. Approval of Monthly Financial Report July 2020

3.4. Approval of Monthly Transmittal July 2020

3.5. Authorize the Interim General Manager to Pay Recurring Bills and Provide Monthly Report to the Board of Directors

3.6. Adoption of Resolution 20-11 Approving Amendments to Policy 1150 Budget Preparation and Review

4. ADMINISTRATIVE ITEMS

4.1. Status Report on Permanent GM Recruiting Efforts by Brent Ives/BHI

The recruiting committee met Sunday right before the end of a 60-day recruitment; there have been 24 inquiries and 9 applicants; 6 are qualified for this position. The

committee will meet in the coming weeks and the full board will be updated. Once finalists are chosen, a full background check will be provided. Currently Brent Ives is working on social media profiles for each of the six candidates to submit to the committee and board.

Moved/Seconded: Director Kosel/Director Dommer **Action:** Passed a motion to approve the Status Report on Permanent GM Recruiting Efforts by Brent Ives/BHI **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None

4.2. Review Letter from RGS in Response to Payment Dispute and Determine Action
Interim General Manager (IGM) Mary Morris-Mayorga provided RGS response letters to the board and reviewed potential Board actions: accept the credit issue of \$3,902.60 for April, then pay April and the remaining May balance; direct the IGM to dispute with legal counsel assistance. Director Kosel believes RGS was not timely in their work, invoices or professionalism. Director Nagel is not satisfied with the service provided, but thinks we should pay and end our commitment. Vice President Padian would like to defer to President Stein and our legal counsel, but would not refer RGS to others in the future and thinks it might be productive to pay and end the contract.

Moved/Seconded: President Stein/Vice President Padian **Action:** Passed a motion to pay the April RGS invoice for \$21,485.75 and the May RGS invoice of \$7,821.68 for a total of \$29,307.43 with agreement from RGS that they will submit no further invoices and the relationship is cancelled. **Ayes:** President Stein, Vice President Padian, Directors Dommer and Nagel **Noes:** Director Kosel

4.3. Proposed Amendment to Policy 170 Discrimination, Harassment and Retaliation Prevention

Moved/Seconded: Vice President Padian **Action:** Motion to postpone this amendment until attorney reviews and responds with another version **Motion failed**

Rachel Hundley discussed harassment with different subsets. This policy was written in line with legislation of the past two years and public agencies are responsible for establishing a safe environment for the District with a current policy. Because of a question from the board, legal bills are being reviewed. Rachel Hundley is stating inappropriate actions can take place which might not be covered in our policy, but will cause action under different labor laws. In addition, the Board would like to read Director Padian's concerns and six-page letter sent to the attorney for further clarification and understanding.

4.4. Proposed Amendment to Policy 180 Complaint and Investigation Procedures
Vice President Padian states this policy is missing substantial parts and needs to be improved with more thorough processes prior to approving. Rachel Hundley believes it operates with different remedies. Vice President Padian believes we need details of procedure with a stronger policy. The District embodies the Board and employees. Proper guidance on policy is needed for a process to forward and investigate a complaint and the chain of command, once a complaint is made.

4.5. Proposed New Policy 185 Training Requirements

No comments from the board. Bullying needs to be recognized in the policy because it is a common topic in the workplace.

4.6. Proposed Amendment to Policy 1020 Code of Conduct

The District has a Code of Conduct with a suggested amendment in May. IGM Morris-Mayorga suggested some language and included policies from other Districts which were incorporated. 1030.18 needs to be indented and the footer needs to be corrected. Vice President Padian would like to correct and remove the last phrase in 1020.17– clarifying a director should not have to say they agree with a policy if they do not. Ms. Hundley stated that public elected officials do not have some of the public rights the general public has. The Board would like to explore other district policies prior to finishing this proposed amendment, specifically how board members interact with the public. Also, grammatically it should read Directors “have” and not “has” in the policy.

4.7. Approve Staffing Plan to Hire Administrative Support and Finance Positions

IGM Morris-Mayorga presented the staffing plan to hire directly part-time administrative support and finance positions, averaging about 5-10 hours/week each. The total cost is approximately \$117,500 with the General Manager working 20 hours or \$169,500 for 30 hours.

Moved/Seconded: Director Kosel/Director Nagel **Action:** Authorized the IGM to hire two part-time positions, an administration position and a finance position. **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None **Motion Approved**

Moved/Seconded: Director Nagel/Director Dommer **Action:** Motion to extend this meeting until 10:15pm. **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None **Motion Approved**

4.8. Proposed Amendment to Policy 8 Checking Account

IGM Morris-Mayorga reviewed the resolution and proposed policy amendment. Resolution 20-12 would increase the checking account balance limit from \$35,000 to \$150,000 until October 31st. The California Employers’ Retirement Benefit Trust (CERBT) check reimbursement was received for \$112,644 which if deposited in Mechanics Bank would save time rather than waiting for the County check to replenish the account. Amendments provided by legal counsel were reviewed. Director Kosel inquired about interest earnings on the checking account and stated concerns over lost revenue. The proposed policy amendment will be brought back to the Board at a future meeting.

Moved/Seconded: Director Nagel/Director Dommer **Action:** Adopted Resolution 20-12 to increase the checking account balance to \$150,000 until October 31, 2020 **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None **Motion Approved**

4.9. Public Safety Building Renovation Update and Decision Process for KPPCSD Occupancy

Moved/Seconded: Director Dommer/Director Nagel **Action:** Postponed the Public Safety Building Renovation Update and Decision Process for KPPCSD Occupancy until the

September meeting. **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None **Motion Approved**

4.10. Authorize Interim General Manager to Negotiate a Lease for Office Space

Moved/Seconded: Director Kosel/Director Nagel **Action:** Postponed discussion on authorizing Interim General Manager to Negotiate a Lease for Office Space **Ayes:** President Stein, Vice President Padian, Directors Dommer, Kosel and Nagel **Noes:** None **Motion Approved**

Moved/Seconded: Director Nagel/President Stein **Action:** Motion to extend the meeting until 10:30 **Ayes:** President Stein and Director Nagel **Noes:** Vice President Padian, Directors Dommer and Kosel **Motion Failed**

5. President's Report

- Sunsetting of Temporary Advisory Committees
- On the horizon: Review of the Emergency Preparedness Committee

6. Interim General Manager's Report

6.1. Shredding Event – Potential Postponement to Spring

6.2. Action Plan Update

7. Fire Chief's Report

One call less than in the previous month. Vegetation management is causing a few complaints due to the aesthetics of how grass or trees are cut. The KFPD only enforces specific rules for compliance and not aesthetics. Three firefighters had potential exposure to COVID 19 with a cardiac arrest but did have full PPE. Firefighters were isolated for 14 days and now back to work with negative tests. Two KFPD firefighters are currently fighting up North in the Red Salmon complex, a battalion chief and paramedic captain. Currently it is very dry and we are entering high fire danger. El Cerrito Fire Services will be reducing services. No stations will be closed. One paramedic is being hired. We will postpone purchasing a fire engine for 1 year. We also predict one retirement in January or February. KPPCSD supports Cert but does not manage them. The board would like an update on the new Emergency Operations plan in September.

8. Board Reports

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

- a. Finance Committee (Stein/Dommer) (supporting material)
- b. California Special Districts Association Representatives:
 - i. County (Nagel)
 - ii. State Professional Development and Membership Services Committees (Kosel)

9. Adjournment at 10:15pm



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530

(510) 215-4450 • FAX (510) 232-4917

www.el-cerrito.org



September 1, 2020

TO: Kensington Fire Protection District Board Members

FROM: Michael Pigoni: Fire Chief

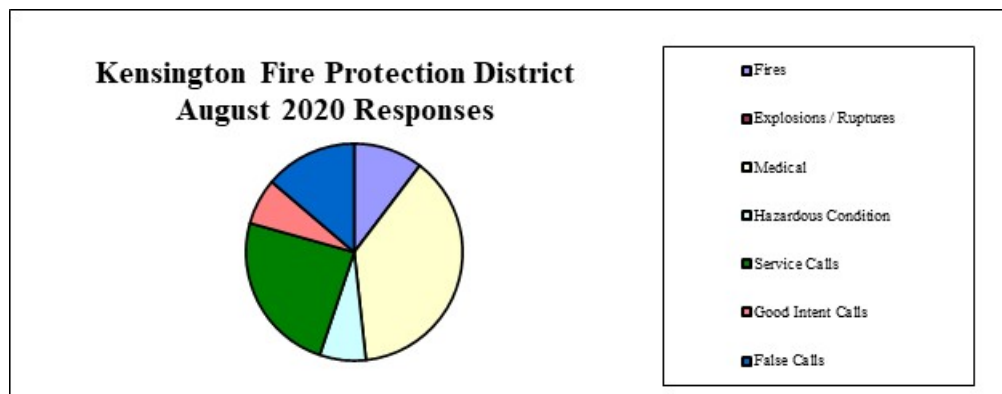
RE: **Incident Activity Reports for the Month of August 2020**

There were 29 incidents that occurred during the month of August in the community of Kensington. This is a decrease of 2 call over the previous month. Please see the attached "Incident Log" for the dates and times, locations, and incident type for these calls that the Fire Department responded to this past month. During this same time, Engine 165 responded to a total of 54 calls in all districts, a decrease of 4 calls from last month.

The fires in the North Bay caused significant amounts of smoke to drift into the community resulting in a number of smoke investigations not only in Kensington but also in the Tilden Park and Wildcat Canyon areas. There were also three reported fires during the month, one on Highgate Court that was reported as a fire alarm that turned out to be food on the stove, one on Yale that was reported as a vehicle fire that turned out to be a blown radiator line and one on Coventry that was actually a compost bin that had two day old barbecue colas dumped in and ignited the box. Fortunately, due to fire alarms and observant neighbors, none of these calls resulted in any major damage, just a smell in the one house and a charred wood compost box.

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

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
Fires	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	3	10.34%
Explosions / Ruptures	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
Medical	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	11	37.93%
Hazardous Condition	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	2	6.90%
Service Calls	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	7	24.14%
Good Intent Calls	<i>(Cancelled En Route, Wrong Location)</i>	2	6.90%
False Calls	<i>(Wrong Company/Unit Dispatched)</i>	4	13.79%
Totals		29	100.00%



Kensington Fire Protection District Engine 65 Response Log for August 2020

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0020078671	01-Aug-20 08:52:07	256 Cambridge AVE	Kensington	E165	321
2	0020078714	01-Aug-20 11:03:28	685 Wellesley AVE	Kensington	E165	321
3	0020079102	02-Aug-20 14:18:45	500 Coventry RD	Kensington	E165	150
4	0020079150	02-Aug-20 16:53:35	1008 Villa Nueva DR	El Cerrito	E165	743
5	0020079554	03-Aug-20 19:27:23	Lake Anza RD	Orinda	E165	611
6	0020079691	04-Aug-20 05:03:37	59 Arlington AVE	Kensington	E165	735
7	0020079820	04-Aug-20 13:26:50	222 Willamette AVE	Kensington	E165	611X
8	0020079877	04-Aug-20 15:49:55	2303 Carquinez AVE	El Cerrito	E165	113
9	0020079916	04-Aug-20 17:54:03	Seaview DR	El Cerrito	E165	651
10	0020079969	04-Aug-20 21:03:09	2000 El Cerrito PLZ	El Cerrito	E165	735
11	0020081414	08-Aug-20 16:38:33	8341 Kent DR	El Cerrito	E165	700
12	0020081637	09-Aug-20 07:12:12	9 Arlington AVE	Kensington	E165	554
13	0020081956	10-Aug-20 03:01:42	235 Pomona AVE	El Cerrito	E165	611X
14	0020081962	10-Aug-20 03:32:36	59 Arlington AVE	Kensington	E165	735
15	0020082100	10-Aug-20 12:35:38	805 Kensington RD	El Cerrito	E165	321
16	0020082461	11-Aug-20 11:16:11	59 Arlington AVE	Kensington	E165	321
17	0020082572	11-Aug-20 16:00:08	6060 Central AVE	El Cerrito	E165	622
18	0020082827	12-Aug-20 12:42:40	14 Kerr AVE	Kensington	E165	321
19	0020083260	13-Aug-20 15:48:47	6000 El Cerrito PLZ	El Cerrito	E165	611
20	0020083323	13-Aug-20 18:41:20	0-0 Wildcat Canyon RD	Orinda	E165	611
21	0020083646	14-Aug-20 15:39:10	Lake Anza	Orinda	E165	611M
22	0020083984	15-Aug-20 09:24:46	6 Garden DR	Kensington	E165	321
23	0020084036	15-Aug-20 12:37:52	421 Clayton AVE	El Cerrito	E165	740
24	0020084149	15-Aug-20 17:57:22	Central Park DR	Berkeley	E165	611
25	0020084162	15-Aug-20 18:33:16	1073 Arlington BLVD	El Cerrito	E165	700
26	0020084197	15-Aug-20 19:52:32	1073 Arlington BLVD	El Cerrito	E165	611X
27	0020084281	16-Aug-20 00:21:35	256 Trinity AVE	Kensington	E165	321
28	0020084538	16-Aug-20 07:51:59	591 Rheem BLVD	Moraga	E365	611F
29	0020085267	17-Aug-20 15:06:11	12 Highgate CT	Kensington	E165	113
30	0020085638	18-Aug-20 10:40:43	671 Oberlin AVE	Kensington	E165	551

31	0020085731	18-Aug-20 14:26:41	Central Park DR	Orinda	E365	611
32	0020085944	19-Aug-20 03:11:12	1138 Ivy CT	El Cerrito	E165	651
33	0020086210	19-Aug-20 15:59:17	111 Purdue AVE	Kensington	E165	651
34	0020086277	19-Aug-20 18:29:34	231 Stanford AVE	Kensington	E165	321
35	0020086467	20-Aug-20 07:41:59	90 Highland BLVD	Kensington	E165	744
36	0020086553	20-Aug-20 11:41:09	Carlson BLVD	Richmond	E165	118
37	0020086798	21-Aug-20 01:29:36	8637 Don Carol DR	El Cerrito	E165	321
38	0020087057	21-Aug-20 17:50:42	601 Canon DR	Kensington	E165	520
39	0020087188	22-Aug-20 02:04:49	217 Arlington AVE	Kensington	E165	321
40	0020087276	22-Aug-20 09:03:32	145 Carmel AVE	El Cerrito	E165	611M
41	0020087368	22-Aug-20 13:30:18	19 Kensington CT	Kensington	E165	400
42	0020087901	24-Aug-20 01:21:53	217 Arlington AVE	Kensington	E165	321
43	0020088251	25-Aug-20 02:57:07	1645 Ocean View AVE	Kensington	E165	550
44	0020088514	25-Aug-20 19:28:02	279 Berkeley Park BLVD	Kensington	E165	5000
45	0020089174	27-Aug-20 15:01:09	Grizzly Peak BLVD	Orinda	E165	611T
46	0020089238	27-Aug-20 19:09:03	1640 Ocean View AVE	Kensington	E165	321
47	0020089460	28-Aug-20 13:01:16	I 80 E	Hercules	E165	140
48	0020089461	28-Aug-20 13:02:17	30 Franciscan WAY	Kensington	E165	412
49	0020089714	29-Aug-20 04:00:05	516 Beloit AVE	Kensington	E365	740
50	0020089739	29-Aug-20 06:07:41	1645 Ocean View AVE	Kensington	E365	5000
51	0020089858	29-Aug-20 14:00:49	213 Yale AVE	Kensington	E365	131
52	0020090003	29-Aug-20 22:12:01	32 Sunset DR	Kensington	E365	5000
53	0020090485	31-Aug-20 12:38:54	56 Avon RD	Kensington	E365	321
54	0020090672	01-Sep-20 00:53:08	241 Pomona AVE	El Cerrito	E365	321

* See Attached Table for Incident Type Explanations

Type Series

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

Description

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

Kensington Fire Protection District Response Log for August 2020

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3	0020079102	02-Aug-20 14:19:15	500 Coventry RD	Kensington	E165	150
4	0020079691	04-Aug-20 05:04:47	59 Arlington AVE	Kensington	E165	735
5	0020079820	04-Aug-20 13:28:46	222 Willamette AVE	Kensington	E165	611X
6	0020081637	09-Aug-20 07:12:47	9 Arlington AVE	Kensington	E165	554
7	0020081962	10-Aug-20 03:34:05	59 Arlington AVE	Kensington	E165	735
8	0020082461	11-Aug-20 11:18:02	59 Arlington AVE	Kensington	E165	321
9	0020082827	12-Aug-20 12:44:41	14 Kerr AVE	Kensington	E165	321
10	0020083984	15-Aug-20 09:27:53	6 Garden DR	Kensington	E165	321
11	0020084281	16-Aug-20 00:23:10	256 Trinity AVE	Kensington	E165	321
12	0020085267	17-Aug-20 15:06:58	12 Highgate CT	Kensington	E165	113
13	0020085638	18-Aug-20 10:41:27	671 Oberlin AVE	Kensington	E165	551
14	0020086210	19-Aug-20 16:00:51	111 Purdue AVE	Kensington	E165	651
15	0020086277	19-Aug-20 18:32:23	231 Stanford AVE	Kensington	E165	321
16	0020086467	20-Aug-20 07:43:59	90 Highland BLVD	Kensington	E165	744
17	0020087057	21-Aug-20 17:51:56	601 Canon DR	Kensington	E165	520
18	0020087188	22-Aug-20 02:06:12	217 Arlington AVE	Kensington	E165	321
19	0020087368	22-Aug-20 13:34:22	19 Kensington CT	Kensington	E165	400
20	0020087901	24-Aug-20 01:22:32	217 Arlington AVE	Kensington	E165	321
21	0020088251	25-Aug-20 02:58:58	1645 Ocean View AVE	Kensington	E165	550
22	0020088514	25-Aug-20 19:29:13	279 Berkeley Park BLVD	Kensington	E165	5000
23	0020089238	27-Aug-20 19:10:42	1640 Ocean View AVE	Kensington	E165	321
24	0020089461	28-Aug-20 13:02:57	30 Franciscan WAY	Kensington	E165	412
25	0020089714	29-Aug-20 04:01:08	516 Beloit AVE	Kensington	E365	740
26	0020089739	29-Aug-20 06:08:54	1645 Ocean View AVE	Kensington	E365	5000
27	0020089858	29-Aug-20 14:01:59	213 Yale AVE	Kensington	E365	131
28	0020090003	29-Aug-20 22:13:25	32 Sunset DR	Kensington	E365	5000
29	0020090485	31-Aug-20 12:40:04	56 Avon RD	Kensington	E365	321

* See Attached Table for Incident Type Explanations

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

TRANSMITTAL - APPROVAL

Item 3.3

TO: Auditor Controller of Contra Costa County:

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

VEND #	VENDOR NAME	FUND /ORG	SUB-ACCT	INVOICE DATE	DESCRIPTION	PAYMENT AMOUNT
	All Ways Green	7840	2490		44147	105.00
	All Ways Green	7840	2490		44148	105.00
50301	AT&T	7840	2490	8/5/2020	Aug 5 to Sept 4	1,055.10
	BHI Management Consulting	7840	2490		Inv 02-22	3,500.00
50297	CALPERS	7840	2490	8/4/2020	10000001595638	952.08
50297	CALPERS	7840	2490	9/14/2020		6,208.01
50305	Comcast	7840	2490	8/22/2020	8/26-9/25	154.87
	Contra Costa county	7840	2490	8/22/2020	106592	200.00
	Delta Dental	7840	2490	9/10/2020		948.79
50293	Digital Deployment	7840	2490	8/22/2020	inv 106592	200.00
	El Cerrito	7840	2328	9/1/2020	Sept services	293,181.22
	East Bay Municipal Utility District (EMUD)	7840	2490	8/6/2020	Svc 6/2 to 7/30/20	458.87
	Mack 5	7840	2490	7/31/2020	Inv 4444 July adv svcs	3,325.00
	Mack 5	7840	2490	5/31/2020	Inv 4390 May svcs	760.00
	Mary Mayorga	7840	2490	8/25/2020	July-aug reimb	297.56
50291	NerdCrossing	7840	2490		40 Hours IT Support	6,000.00
	Office Depot 6011 5656 1002 2002	7840	2490	8/19/2020	late fee Aug	17.23
	Office Team	7840	2490	8/20/2020	wk ending 8/15	229.97
	Office Team	7840	2490	8/24/2020	wk ending 8/21	166.52
	Office Team	7840	2490	9/1/2020	56284377 wk 9/1	83.26
	Office Team	7840	2490	8/31/2020	56273691 wk 8/31	874.23
	R & S Erection of Richmond , Inc	7840	2490	8/18/2020	99084C	618.75
	Ross Drullis Cusenbery	7840	2490	7/31/2020	2016029-23 svc July 20	7,422.80
	Stericycle	7840	2490	9/1/2020	3005222393	209.00
	Terminix					
	TOTAL					<u>327,073.26</u>

Kensington FPD Approval



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: Adoption Of Resolution 20-13 Approving The Final Combined Budget For Revenue, Operating Expenditures, And Capital Improvement Expenditures For Fiscal Year 2020-2021

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends adoption of Resolution 20-13 Approving the Final Combined Budget for Revenue, Operating Expenditures, and Capital Improvement Expenditures for Fiscal Year 2020-2021.

Background

The Board of Directors approved the preliminary budget for Fiscal Year 2020-2021 at the June 10, 2020 Board of Directors Meeting. With some additional operational changes (authorization to hire staff, potential office space lease) and capital projects (public safety building renovation), the final budget has been prepared. Updates include:

- Increase property taxes 2%
- Decrease Firefighter expense from \$10,000 to \$6,000
- Increase Office wages for newly authorized positions
- Increase Legal fees to \$55,000 (based on historical, staff will minimize to the extent practical)
- Decrease Accounting to \$15,000 due to newly authorized position
- Increase IT services/equipment based on District needs, future updates
- Reduced Feasibility study based on estimated need
- Increase Grant writer to \$15,000 for anticipated projects
- Increase Public Service Building Consultant to reflect project
- Decrease Temporary Services for newly authorized position
- Increase Building alarm based on projected

Fiscal Impact

The Fiscal Year 2020-2021 Final Budget is balanced and provides for all District services, programs and activities.

Attachments: Fiscal Year 2020-2021 Final Budget
Resolution 20-13



Kensington Fire Protection District Fiscal Year 2020-2021 Final Budget

Presented by
Mary A. Morris-Mayorga
Interim General Manager

Kensington Fire Protection District Fiscal Year 2020-2021 Final Budget

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Budget Message

September 9, 2020

Board of Directors
Kensington Fire Protection District

Directors:

It is my pleasure to present to you the Kensington Fire Protection District (“KFPD”) Final Budget for Fiscal Year 2020-2021. This budget serves as the foundation for KFPD’s commitment to serving the Kensington community in protecting the lives, property, and environment of the community from the disastrous effects of fires, medical emergencies, natural disasters, and other hazardous conditions.

KFPD has begun implementing a budget format which includes both financial information and narrative describing various aspects of KFPD. This serves not only to demonstrate the planned revenues and expenditures of KFPD, but also to communicate to the public important information on strategic planning and priorities.

In the short-term, priorities include:

- Updates to various policies;
- Potential renovation of the Public Safety Building;
- Refining and improving of internal processes;
- Identifying and implementing cost-savings opportunities; and
- Seeking Special District Certifications.

It is intended that this budget provides useful information to the Directors and members of the public. Your feedback is welcomed to facilitate continuous improvement.

Respectfully submitted,

Mary A. Morris-Mayorga, MBA
Interim General Manager

Elected and Appointed Officials

Board of Directors

Don Dommer
Janice Kosel
Larry Nagel
Kevin Padian, Vice President
Julie Stein, President

Appointed

Mary A. Morris-Mayorga
Interim General Manager

Michael Pigoni
Fire Chief

District Profile

The unincorporated town of Kensington began a volunteer fire department in 1928. Twenty-four years later, the Kensington Fire Protection District (formed in 1937) hired a staff of professional firefighters under the supervision of a fire chief. The District is organized under the State's Health & Safety Code Section 13800, commonly known as the Bergeson Fire District Law. In 1995, the District entered into a contract with the City of El Cerrito whereby El Cerrito would provide all fire prevention, fire suppression and emergency services within Kensington for an annual fee. As a result, the District's only current employee is its Interim General Manager (GM), Mary A. Morris-Mayorga. Salary information for the District's GM can be found at www.publicpay.ca.gov.

The early fire department was housed in a small, quaint English country-style building next to the Chevron Oil gas station on the Arlington. The current public safety building, owned by the District, was constructed in 1970 and substantially renovated in 1999 and 2004. The District owns two fire engines, one specifically engineered for the steep, narrow streets of Kensington and the other a "Type III" or wildland engine for use during high fire season.

In recent years the District embarked on a series of water system improvements by contract with the East Bay Municipal Utility District to enhance the provision of water along the wildland interface and to optimize the placement of hydrants throughout the community. The District initiated paramedic service in 2001. It offers the first engine-based Advanced Life Support service in West Contra Costa County, bringing medications and equipment to a patient's side in under 5 minutes on average.

The District is able to provide a timely and appropriate level of response by active participation with other West Contra Costa County fire agencies in automatic response agreements that use the combined resources of all agencies to serve the area irrespective of jurisdictional lines.

The District operates a Community Emergency Response Team Training (CERT) program under the direction of Battalion Chief David Gibson. For more information on CERT, see our "CERT Training" tab or www.el-cerrito.org/index.aspx?nid=133. Funding for District expenses is provided by property tax revenues as well as a special tax approved by the voters in 1980.

Mission

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.

District Services

Kensington Fire Protection District provides emergency medical, fire education, prevention and suppression services to the town of Kensington, California.

Pending update (this will be done with assistance by fire staff – currently out on fires)

Training 2016

Medical - EMS 785 Hours
Operations 13,592 Hours
Physical Fitness 1,034 Hours
Internet-Based Safety Training 1,071 Hours

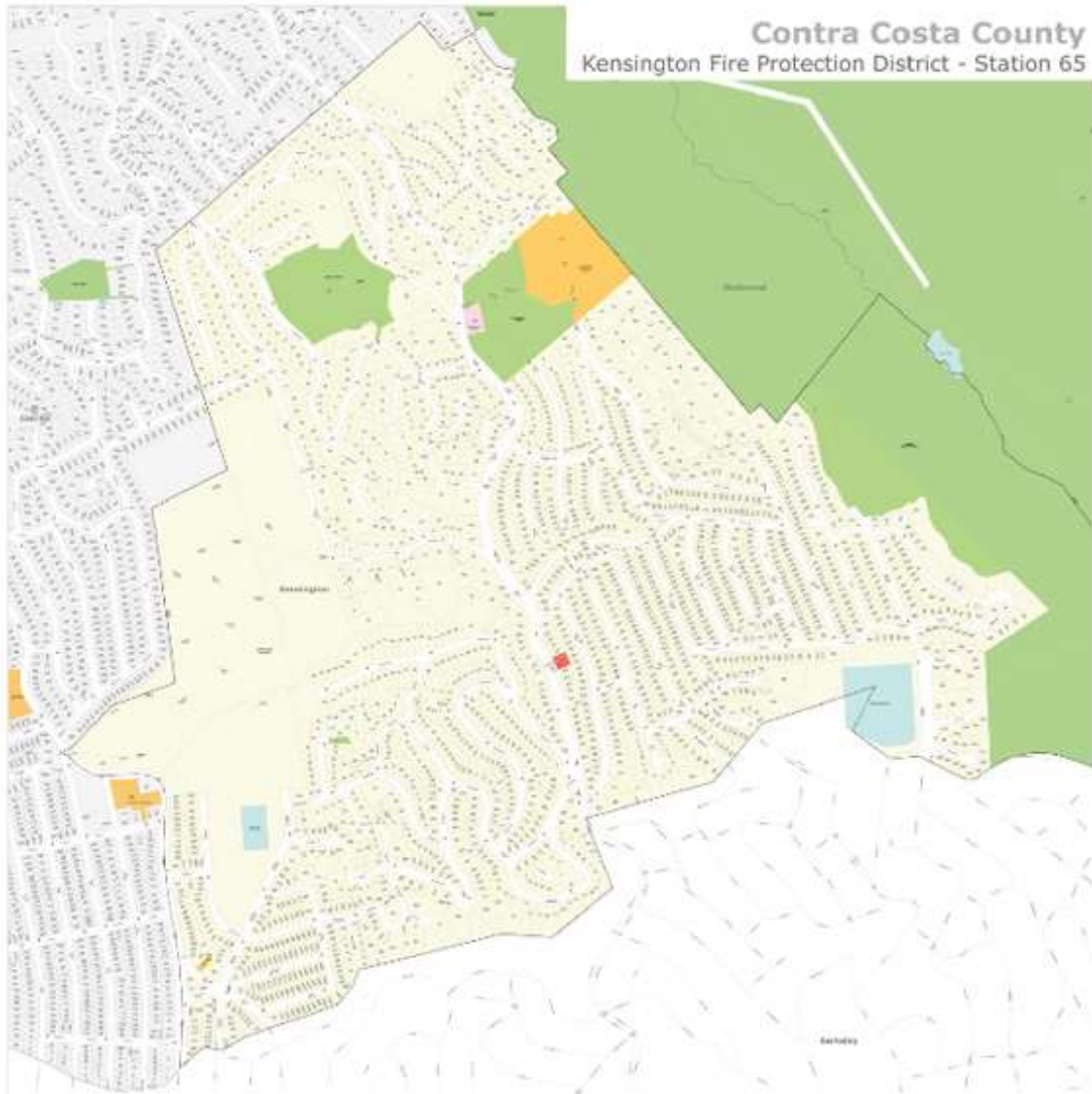
Fire Prevention and Public Education 2016

Fire Inspections (Fire Company) 57
Mandatory (Schools/Jails/Convalescent) 2
Self Inspections 8
Vegetation Management Inspections 2,211
Vegetation Management Re-Inspections 69
Construction Plan Checks 7
Construction Inspections 12

Community Programs

- Car Seat Installation Program
- CERT (Community Emergency Response Team)
- CPR / First Aid Training
- Free Smoke Detectors for Elderly, Disabled and Low-Income Resident
- Parking Flyer for Neighbors
- Pharmaceutical Drop Off Program
- School Tours
- Shredding Event (semi-annual)

Service Area Map

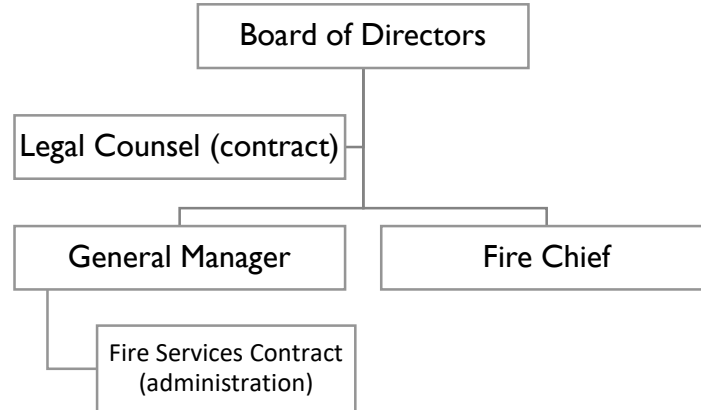


Strategic Planning and Goals

The District's last strategic planning session was held on May 6, 2015 and the following objectives were identified:

1. Reducing loss of life and property and safeguarding the environment by
2. effectively responding to fire, rescue and medical emergencies, hazardous material incidents and major disasters;
3. Helping members of the community reduce the frequency and
4. severity of fires, accidents and natural disasters by providing public education programs;
5. Reducing threats to public safety by enforcing laws, codes and ordinances covering fire and
6. life safety and by abating identified fire hazards on City, private and other agencies' property; and
7. Maintaining personnel, apparatus, equipment and facilities in a constantly ready condition.

Organization Chart



Fund Structure

District financial activities are recorded in three major governmental funds.

General Fund - operating fund of the District and is used for all financial resources except those required to be accounted for in another fund.

Special Revenue Fund - accounts 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 - used to account for financial resources in the acquisition, construction, or rehabilitation of major capital facilities and inventory.

Budget Schedule

In general, the annual budget schedule is as follows:

Action	When
Strategic Plan	As determined by the BOD
Long-Term Financial Plan (update)	April
Review with Finance Committee	May
Presentation to BOD	June
Approval	June
Adoption	September
Mid-Year Review	February
Monitoring	Ongoing

Fire Contract

Fire protection is provided pursuant to the contract between the Kensington Fire Protection District and the City of El Cerrito, originally signed in 1995 with updates in 2005, 2009, and 2019.

[Kensington-El Cerrito Fire Services Contract](#)

Financial Plan

The District is in the initial phase of developing a long-term financial plan.

Committees

Emergency Preparedness Committee

Directors: Larry Nagel and Kevin Padian

Public Members: Ms. Lisa Caronna, Ms. Katie Gluck, Mr. Peter Guerrero, Mr. Peter Liddell,
Mr. Paul Moss, Mr. David Spath

Finance Committee

Directors: Don Dommer and Julie Stein

Code/Enabling Act

California Health & Safety Code Section 13800, commonly known as the Bergeson Fire District Law.

Gann Limit

Fiscal Year 2019-2020 Limit	\$ 4,660,000
Per Capita Personal Income Ratio	1.0373
Population % Change Ratio	1.0026
Fiscal Year 2020-2021 Limit	<u>\$ 4,846,386</u>

Resources

[District Policies](#)

[Districts Make the Difference](#)

Budget Summary

	FY 2020	FY 2021	Variance	
	Budget	Budget	Amount	%
<u>Revenues</u>				
Property taxes	\$ 4,263,164	\$ 4,348,427	\$ 85,263	2.0%
Special taxes	200,450	200,450	-	0.0%
Other taxes	25,250	25,250	-	0.0%
Lease income	36,603	36,603	-	0.0%
Salary reimb/recon income	34,400	-	(34,400)	-100.0%
Investment income	120,000	121,800	1,800	1.5%
Total Revenues	4,679,867	4,732,530	52,663	1.1%
<u>Expenditures</u>				
Fire Services/Expenses	3,336,750	3,518,175	181,425	5.4%
Services/Supplies	785,785	636,256	(149,529)	-19.0%
Utilities	22,000	23,100	1,100	5.0%
Capital Outlay	437,000	500,000	63,000	14.4%
Total Expenditures	4,581,535	4,677,531	95,996	2.1%
Revenues Less Expenditures	\$ 98,332	\$ 54,999	\$ (43,333)	-44.1%

Budget Detail

	FY 2019 Actual	FY 2020 Budget	FY 2020 Projected	FY 2021 Budget
Revenues and Expenses				
Revenue				
Property Taxes	\$ 4,126,850	\$ 4,263,164	\$ 4,424,270	\$ 4,348,427
Special Taxes	200,453	200,450	200,653	200,450
Other Tax Income	25,306	25,250	12,508	25,250
Lease Agreement	36,036	36,603	36,603	36,603
Interest Income	73,726	120,000	125,952	121,800
Salary Reimbursement Agreement	63,521	34,000	22,761	-
Salary Reimb Agreement Recon(s)		400	400	-
Miscellaneous Income	4,314	-	1,610	-
Revenue	\$ 4,530,206	\$ 4,679,867	\$ 4,824,757	\$ 4,732,530
Expense				
Office wages and related expenses	128,663	68,085	85,653	158,580
CalPERS Settlement	4,760	-	11,425	11,425
Outside Professional Services				
Accounting	4,863	4,000	5,904	15,000
Actuarial Valuation	-	2,900	2,900	5,600
Audit	16,000	16,000	16,000	17,500
Contra Costa County Expenses	36,061	37,630	37,630	38,759
El Cerrito Contract Fee	2,865,231	3,194,000	3,134,247	3,229,643
El Cerrito Reconciliation(s)	213,699	137,000	137,000	288,532
IT Services and Equipment		15,100	21,315	17,480
Fire Abatement Contract	665	11,250	-	10,000
Fire Engineer Plan Review	404	2,000	1,234	2,060
Grant Writer/Coordinator	-	-	-	15,000
Risk Management Insurance	12,507	14,000	13,385	14,420
LAFCO Fees	2,278	2,550	2,548	2,601
Legal Fees	57,457	53,600	67,494	55,000
Other Professional Services	5,532	10,000	5,000	-
Polygon Study	-	10,000	5,000	-
PSB Consultant	-	15,000	5,105	30,000
RGS Contract	-	226,000	186,000	-
BHI-Recruitment			20,100	10,000
MMM Consulting			2,768	-
Temporary Services	-	-	-	6,000
Traffic Study	-	20,000	15,330	-
Website Development/Maintenance	2,600	2,520	1,152	2,520
Wildland Vegetation Mgmt	7,500	12,600	6,300	12,600
Total Outside Professional Services	3,224,797	3,786,150	3,686,411	3,772,715
Community Service Activities				
Public Education	9,551	27,000	10,730	27,000
Comm. Pharmaceutical Drop-Off	814	2,500	-	2,500
CERT Emerg Kits/Sheds/Prepared	3,448	3,500	-	3,500
Open Houses	261	1,800	1,125	1,800
Community Shredder	2,295	3,200	1,619	3,200
DFSC Matching Grants	23,880	24,000	-	24,000
Firesafe Planting Grants		3,000	-	3,000
Demonstration Garden	6,147	-	-	-
Community Sandbags	1,994	1,500	-	1,500
Volunteer Appreciation	-	1,500	-	1,500
Community Center Contribution	-	35,000	30,350	-
Total Community Service Activities	48,390	103,000	43,825	68,000

Budget Detail (continued)

	FY 2019 Actual	FY 2020 Budget	FY 2020 Projected	FY 2021 Budget
District Activities				
Professional Development	3,416	7,500	3,879	10,000
Office				-
Office Expense	5,006	2,900	1,202	2,958
Office Supplies		2,800	1,629	2,856
Telephone	5,265	8,000	11,339	8,610
Office- Other	-	100	623	102
Office - Other			80	-
Total Office	10,271	13,800	14,872	14,526
Election	3,856	-	-	4,000
Firefighter's Apparel & PPE		750	-	750
Firefighters' Expenses	2,604	5,000	31	5,250
Staff Appreciation	1,275	1,750	1,017	1,750
Memberships	7,340	11,000	9,327	11,220
Building Maintenance				-
Needs Assess/Feasibility Study	-	115,000	50,124	50,000
Gardening service	1,560	2,000	650	2,000
Building alarm	1,264	800	1,616	840
Medical Waste Disposal	4,562	8,000	4,759	8,400
Janitorial Service	1,260	1,500	1,365	1,575
Miscellaneous Maint.	8,182	17,000	16,927	17,850
Total Building Maintenance	16,828	144,300	75,441	80,665
Building Utilities/Service				
Gas and Electric	7,112	10,600	8,688	11,130
Water/Sewer	2,379	2,400	2,292	2,520
Total Building Utilities/Service	9,491	13,000	10,980	13,650
Total District Activities	55,081	197,100	115,547	141,811
Contingency				
General	-	-	-	-
Contingency - Other	-	-	1,768	25,000
Total Contingency	-	-	1,768	25,000
Total Expense	\$ 3,461,691	\$ 4,154,335	\$ 3,944,629	\$ 4,177,531
Revenues less Expenditures	1,068,515	525,532	880,128	554,999
Other Financing Sources				
Transfers In - Capital	-	-	-	-
Transfers In - General	-	-	-	-
Transfers Out - Capital	525,880	525,880	525,880	525,880
Transfers Out - Special	-	-	-	-
Transfers Out - General	-	-	-	-
<Gain>/Loss on Asset Disposal	-	-	-	-
Total Other Financing Sources	525,880	525,880	525,880	525,880
Net Change in Fund Balance	\$ 542,635	\$ (348)	\$ 354,248	\$ 29,119

Cash Reserves

	FY 2019 Actual	FY 2020 Budget	FY 2020 Projected	FY 2021 Budget
Operating				
Beginning Balance	\$ 4,571,888	\$ 5,059,321	\$ 5,059,321	\$ 5,413,569
Revenues	4,530,206	4,679,867	\$ 4,824,757	\$ 4,679,910
Expenditures	(3,474,899)	(4,154,335)	\$ (3,944,629)	\$ (4,180,831)
Transfer In				
Transfer Out-Capital	(567,874)	(525,880)	\$ (525,880)	\$ (607,311)
Ending Balance	\$ 5,059,321	\$ 5,058,973	\$ 5,413,569	\$ 5,305,337
Capital Outlay				
Beginning Balance	\$ 3,204,923	\$ 3,772,797	\$ 3,772,797	\$ 4,047,723
Revenues			49,046	52,620
Expenditures		(437,000)	(300,000)	(500,000)
Transfer In	567,874	525,880	525,880	607,311
Transfer Out				
Ending Balance	\$ 3,772,797	\$ 3,861,677	\$ 4,047,723	\$ 4,207,654
CERBT				
Beginning Balance	\$ 1,479,475	\$ 1,463,483	\$ 1,463,483	\$ 1,438,648
Revenues	91,709	87,809	87,809	86,319
Expenditures	(107,701)	(112,644)	(112,644)	(118,276)
Transfer In				
Transfer Out				
Ending Balance	\$ 1,463,483	\$ 1,438,648	\$ 1,438,648	\$ 1,406,691
Combined Balances	\$ 10,295,601	\$ 10,359,298	\$ 10,899,940	\$ 10,919,682

Actual and estimated cash reserves are broken out into three major categories: operating, capital outlay and CERBT. Capital outlay is further broken down in the table which follows; however, reserves are updated above for actual and projected results and will also include an interest income component which this table does not include. CERBT, while listed, are funds specifically dedicated to payment of post-retirement employment benefits and restricted pursuant to the Internal Revenue Code.

Capital Funding

Capital Funds	Type I Vehicle Replacement		Type III Vehicle Replacement		Command Vehicle		Building Improvements/Renovation	
	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
FY 2020-21	\$ 75,880	\$ 379,400	\$ 71,167	\$ 71,167	\$ 10,264	\$ 10,264	\$ 450,000	\$ 3,384,432
FY 2021-22	\$ 75,880	\$ 455,280	\$ 71,167	\$ 142,334	\$ 10,264	\$ 20,528		\$ 3,384,432
FY 2022-23	\$ 75,880	\$ 531,160	\$ 71,167	\$ 213,501	\$ 10,264	\$ 30,792		\$ 3,384,432
FY 2023-24	\$ 75,880	\$ 607,040	\$ 71,167	\$ 284,668	\$ 10,264	\$ 41,056		\$ 3,384,432
FY 2024-25	\$ 75,880	\$ 682,920	\$ 71,167	\$ 355,835	\$ 10,264	\$ 51,320		\$ 3,384,432
FY 2025-26	\$ 75,880	\$ 758,800	\$ 71,167	\$ 427,002	\$ 10,264	\$ 61,584		\$ 3,384,432
FY 2026-27	\$ 75,880	\$ 834,680	\$ 71,167	\$ 498,169	\$ 10,264	\$ 71,848		\$ 3,384,432
FY 2027-28	\$ 75,880	\$ 910,560	\$ 71,167	\$ 569,336	\$ 10,264	\$ 82,112		\$ 3,384,432
FY 2028-29	\$ 75,880	\$ 986,440	\$ 71,167	\$ 640,503	\$ 10,264	\$ 92,376		\$ 3,384,432
FY 2029-30	\$ 75,880	\$ 1,062,320	\$ 71,167	\$ 711,670	\$ 10,264	\$ 102,640		\$ 3,384,432
FY 2030-31	\$ 75,880	\$ 1,138,200	\$ 71,167	\$ 782,837	\$ 10,264	\$ 112,904		\$ 3,384,432

These funds are set aside for purposes of funding capital reserves.

Long-Term Forecast

	FY 2021 Budget	FY 2022 Budget	FY 2023 Budget	FY 2024 Budget	FY 2025 Budget
<u>Operating</u>					
Beginning Balance	\$ 5,413,569	\$ 5,305,337	\$ 5,900,016	\$ 6,477,647	\$ 7,051,411
Revenues	\$ 4,679,910	\$ 4,766,626	\$ 4,854,432	\$ 4,944,004	\$ 5,035,378
Expenditures	\$ (4,180,831)	\$ (4,014,636)	\$ (4,119,490)	\$ (4,212,929)	\$ (4,323,024)
Transfer In					
Transfer Out-Capital	\$ (607,311)	\$ (157,311)	\$ (157,311)	\$ (157,311)	\$ (157,311)
Ending Balance	\$ 5,305,337	\$ 5,900,016	\$ 6,477,647	\$ 7,051,411	\$ 7,606,454
<u>Capital Outlay</u>					
Beginning Balance	\$ 4,047,723	\$ 4,207,654	\$ 4,419,665	\$ 4,634,432	\$ 4,851,991
Revenues	52,620	54,700	57,456	60,248	63,076
Expenditures	(500,000)				
Transfer In	607,311	157,311	157,311	157,311	157,311
Transfer Out					
Ending Balance	\$ 4,207,654	\$ 4,419,665	\$ 4,634,432	\$ 4,851,991	\$ 5,072,378
<u>CERBT</u>					
Beginning Balance	\$ 1,438,648	\$ 1,406,691	\$ 1,366,902	\$ 1,318,516	\$ 1,260,707
Revenues	86,319	84,401	82,014	79,111	75,642
Expenditures	(118,276)	(124,190)	(130,400)	(136,920)	(143,766)
Transfer In					
Transfer Out					
Ending Balance	\$ 1,406,691	\$ 1,366,902	\$ 1,318,516	\$ 1,260,707	\$ 1,192,583
Combined Balances	\$ 10,919,682	\$ 11,686,583	\$ 12,430,595	\$ 13,164,109	\$ 13,871,415

RESOLUTION 20-13

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE KENSINGTON FIRE PROTECTION DISTRICT ADOPTING THE FINAL COMBINED
BUDGET FOR REVENUE, OPERATING EXPENDITURES, AND CAPITAL IMPROVEMENT
EXPENDITURES FOR FISCAL YEAR 2020-2021**

WHEREAS, the Board of Directors of the Kensington Fire Protection District has developed and adopted by Resolution on June 10, 2020 a preliminary Combined Revenue, Operating Expense and Capital Improvement Budget for Fiscal Year 2020-2021; and

WHEREAS, the Board of Directors of the Kensington Fire Protection District has approved or otherwise established the amount budgeted for the annual fee for services from the City of El Cerrito for Fiscal Year 2020-2021; and

WHEREAS, the preliminary Combined Revenue, Operating Expense and Capital Improvement Budget adopted by the Board of Directors of the Kensington Fire Protection District under Resolution 20-07 is subject to final adoption by the Board of Directors; and

WHEREAS, in conformance with the laws of the State of California, the Kensington Fire Protection District posted notice of a public meeting on the adoption of the Final Budget for Fiscal Year 2020-2021; and

WHEREAS, the laws of the State of California require the Kensington Fire Protection District to adopt a final budget for the 2020-2021 fiscal year, a copy of which is attached to and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Kensington Fire Protection District hereby adopts the Combined Revenue, Operating Expense and Capital Improvement Budget of the Kensington Fire Protection District for Fiscal Year 2020-2021, a copy of which is attached to and made part of this resolution.

THE FOREGOING RESOLUTION WAS DULY ADOPTED by the Kensington Fire Protection District on Wednesday, the 9th day of September 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Julie Stein, President

Larry Nagel, Secretary



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: ADOPT RESOLUTION 20-14 APPROVING AMENDMENTS TO POLICY
185 TRAINING REQUIREMENTS

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends holding the second reading and adopting Resolution 20-14 establishing *Policy 185 Training Requirements*.

Background

In accordance with *Policy 1010 Adoption/Amendment of Policies*, new *Policy 185 Training Requirements* was presented by Rachel Hundley, legal counsel, and discussed by the Board during the first reading on August 12, 2020. There were no comments requesting revisions; therefore, this policy is now provided for the second reading and adoption.

Fiscal Impact

There is no fiscal impact.

Attachments: Policy 185 Training Requirements (clean only-new)
Resolution 20-14

KENSINGTON FIRE PROTECTION DISTRICT
EMPLOYEE HANDBOOK**Policy Title and Number 185 Training Requirements**

185.10 All District employees and elected or appointed officials are required to participate in sexual harassment and abusive conduct prevention training. The training will be aimed at increasing their understanding of, and preventing, workplace sexual harassment, as well as their role in creating an underlying culture of mutual respect in the workplace.

185.20 The training will also cover abusive conduct, or workplace bullying, and other types of prohibited harassment, such as harassment based on gender identity, gender expression, and sexual orientation. Specific components of the training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. Employees will be trained on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

185.30 At a minimum, all supervisory employees are required to take two hours of training under this section every two years.

185.40 Non-supervisory employees are required to take one hour of training every two years. The District will make this training available to employees during regular working hours at no cost to the employee. Records of these training activities will be maintained in District files.

RESOLUTION 20-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE KENSINGTON FIRE PROTECTION DISTRICT ESTABLISHING
POLICY 185 TRAINING REQUIREMENTS**

WHEREAS, the Board of Directors (“Board”) of the Kensington Fire Protection District (“District”) has established the Employee Handbook (“Handbook”) which sets District employment policies; and

WHEREAS, the Board desires to establish training requirements for sexual harassment and abusive conduct prevention training; and

WHEREAS, the Board held a first reading of proposed new Policy 185 Training Requirements of the District Employee Handbook on August 12, 2020; and

WHEREAS, the Board now desires to hold a second reading and adopt the new Policy 185 as it pertains to training requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kensington Fire Protection District hereby establishes Policy 185 of Kensington Fire Protection District Employee Handbook as follows (additions in underline, deletions in strikethrough):

185.10 All District employees and elected or appointed officials are required to participate in sexual harassment and abusive conduct prevention training. The training will be aimed at increasing their understanding of, and preventing, workplace sexual harassment, as well as their role in creating an underlying culture of mutual respect in the workplace.

185.20 The training will also cover abusive conduct, or workplace bullying, and other types of prohibited harassment, such as harassment based on gender identity, gender expression, and sexual orientation. Specific components of the training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. Employees will be trained on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

185.30 At a minimum, all supervisory employees are required to take two hours of training under this section every two years.

185.40 Non-supervisory employees are required to take one hour of training every two years. The District will make this training available to employees during regular working hours at no cost to the employee. Records of these training activities will be maintained in District files.

* * * * *

Item 3.5

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 9th day of September 2020 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Julie Stein, President

Larry Nagel, Secretary



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: ADOPT RESOLUTION 20-15 APPROVING AMENDMENTS TO POLICY
1020 CODE (STANDARDS) OF CONDUCT

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends the Board of Directors hold the second reading and adopt Resolution 20-15 approving amendments to Policy 1020.

Background

In accordance with *Policy 1010 Adoption/Amendment of Policies*, proposed amendments to *Policy 1020 Standards of Conduct* were presented and discussed by the Board during the first reading on August 12, 2020. Additional policy samples were provided and may be useful for future amendments. Wording revisions include: removing language in 1020.17 related to speaking against an action and correction of a typo.

Fiscal Impact

There is no fiscal impact.

Attachments: Policy 1020 Standards of Conduct (redline and clean)
Resolution 20-15

KENSINGTON FIRE PROTECTION DISTRICT
POLICY MANUAL

POLICY NUMBER AND TITLE 1020 Standards of Conduct

1020.10 The Board of Directors of the Kensington Fire Protection District is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. These standards shall be observed to ensure that all Directors act in a manner which supports that commitment.

1020.11 Respect. Directors shall act in a professional, courteous manner respecting the dignity, style, values and opinions of each Director, staff, and members of the public..

1020.12 Responsiveness. Full participation in meetings and attentive listening to communication is encouraged.

1020.13 Integrity. Demonstrate honesty and inspire public confidence by making the needs of the District's constituents the priority of the Board of Directors.

1020.14 Policymaking. The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District. The General Manager has full administrative authority for properly discharging duties within the limits of established Board policies.

1020.15 Professionalism. Directors should commit themselves to emphasizing the positive and shall refrain from abusive conduct, unprofessional remarks or verbal attacks upon the character or motives of other Directors. Directors are subject to policies contained within the Employee Handbook, as applicable.

1020.16 Focus. Directors should commit themselves to deliberating on issues, and not personalities. The presentation of the opinions of others should be encouraged. All comments should be confined to the matter being discussed by the Board of Directors.

1020.17 Cohesiveness. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting the action and not creating barriers to the implementation of the action. Directors have no individual authority and may not commit the District to any policy, act, or expenditure.

1020.18 Confidentiality. Directors shall maintain the confidentiality of Attorney-Client Communications, any discussions protected by the Attorney-Client Privilege Closed Session discussions, and the information provided in the Closed Session.

1020.20 The work of the District is a united effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

1020.21 When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels.

1020.22 Directors should develop a working relationship with the General Manager and the Fire Chief wherein current issues, concerns and District projects can be discussed comfortably and openly.

1020.23 Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

1020.24 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

POLICY NUMBER AND TITLE 1020 StandardsCode of Conduct

1020.10 The Board of Directors of the Kensington Fire Protection District is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. ~~In order to~~ These standards assist in the government of the behavior between and among members of the Board of Directors, the following rules shall be observed to ensure that all Directors act in a manner which supports that commitment.

1020.11 Respect. Directors shall act in a professional, courteous manner respecting ~~t~~ the dignity, style, values and opinions of each Director, staff, and members of the public. shall be respected.

1020.12 Responsiveness. Full participation in meetings and attentive listening to communication is encouraged.

1020.13 Integrity. Demonstrate honesty and inspire public confidence by making ~~t~~ the needs of the District's constituents should be the priority of the Board of Directors.

1020.14 Policymaking. The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District. The General Manager has full administrative authority for properly discharging duties within the limits of established Board policies.

1020.15 Professionalism. Directors should commit themselves to emphasizing the positive and shall refrain from abusive conduct, unprofessional remarks or verbal attacks upon the character or motives of other Directors, avoiding double talk, hidden agendas, gossip, backbiting, and other negative forms of interaction. Directors are subject to policies contained within the Employee Handbook, as applicable.

1020.16 Focus. Directors should commit themselves to deliberating focusing on issues, and not personalities. The presentation of the opinions of others should be encouraged. All comments should be confined to the matter being discussed by the Board of Directors. ~~Cliques and voting blocks based on personalities rather than issues should be avoided.~~

1020.17 Cohesiveness. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting ~~the said~~ action and not creating barriers to the implementation of ~~the said~~ action. Directors have no individual authority and may not commit the District to any policy, act, or expenditure.

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

1020.18 Confidentiality. Directors shall maintain the confidentiality of Attorney-Client Communications, any discussions protected by the Attorney-Client Privilege Closed Session discussions, and the information provided in the Closed Session..

1020.20 The work of the District is a ~~team~~-united effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

1020.21 When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels.

1020.22 Directors should develop a working relationship with the General Manager and the Fire Chief wherein current issues, concerns and District projects can be discussed comfortably and openly.

1020.23 Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

1020.24 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

RESOLUTION 20-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE KENSINGTON FIRE PROTECTION DISTRICT AMENDING
POLICY 1020 STANDARDS OF CONDUCT**

WHEREAS, the Board of Directors (“Board”) of the Kensington Fire Protection District (“District”) has established the Policy Handbook (“Handbook”) which sets District policies; and

WHEREAS, the Board desires to incorporate standards of conduct which align with recommended practices by amending the Handbook; and

WHEREAS, the Board held a first reading of a proposed amendment to Policy 1020 Code (Standards) of Conduct of the District Handbook on August 12, 2020; and

WHEREAS, the Board now desires to hold a second reading and adopt an amendment to Policy 1020 as it pertains to standards of conduct;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kensington Fire Protection District hereby amends Policy 1020 of Kensington Fire Protection District Policy Handbook as follows (additions in underline, deletions in strikethrough):

POLICY NUMBER	AND TITLE	1020	<u>Standards</u>Code of Conduct
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1020.10 The Board of Directors of the Kensington Fire Protection District is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. ~~In order to These standards assist in the government of the behavior between and among members of the Board of Directors, the following rules shall be observed to ensure that all Directors act in a manner which supports that commitment.~~

1020.11 Respect. ~~Directors shall act in a professional, courteous manner respecting t~~The dignity, style, values and opinions of each Director. ~~staff, and members of the public. shall be respected.~~

1020.12 Responsiveness. Full participation in meetings and attentive listening to communication is encouraged.

1020.13 Integrity. Demonstrate honesty and inspire public confidence by making tThe needs of the District's constituents ~~should be~~ the priority of the Board of Directors.

1020.14 Policymaking. The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District. The General Manager has full administrative authority for properly discharging duties within the limits of established Board policies.

1020.15 Professionalism. Directors should commit themselves to emphasizing the positive and shall refrain from abusive conduct, unprofessional remarks or verbal attacks upon the character or motives of other Directors, avoiding double talk, hidden agendas, gossip, backbiting, and other negative forms of interaction. Directors are subject to policies contained within the Employee Handbook, as applicable.

Item 3.6

1020.16 Focus. Directors should commit themselves to deliberating focusing on issues, and not personalities. The presentation of the opinions of others should be encouraged. All comments should be confined to the matter being discussed by the Board of Directors. Cliques and voting blocks based on personalities rather than issues should be avoided.

1020.17 Cohesiveness. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting thesaid action and not creating barriers to the implementation of thesaid action. Directors have no individual authority and may not commit the District to any policy, act, or expenditure.

1020.18 Confidentiality. Directors shall maintain the confidentiality of Attorney-Client Communications, any discussions protected by the Attorney-Client Privilege Closed Session discussions, and the information provided in the Closed Session.

1020.20 The work of the District is a team-united effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

1020.21 When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels.

1020.22 Directors should develop a working relationship with the General Manager and the Fire Chief wherein current issues, concerns and District projects can be discussed comfortably and openly.

1020.23 Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

1020.24 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

* * * * *

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 9th day of September 2020 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Julie Stein, President

Larry Nagel, Secretary



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: ADOPT RESOLUTION 20-16 APPROVING AMENDMENTS TO POLICY 170 DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION AND RESOLUTION 20-17 COMPLAINT AND INVESTIGATION PROCEDURES

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends the Board of Directors hold the second readings and adopt Resolutions 20-16 and 20-17 approving amendments to Policy 170 and 180.

Background

Proposed amendments to Policy 170 and 180 were provided by legal counsel and discussed at the first reading held on August 12, 2020. Though much discussion was had, there have not been revisions to these policies. Comments and questions as discussed by Director Padian have been included for the record.

Fiscal Impact

There is no fiscal impact.

Attachments:

- Policy 170 Discrimination, Harassment and Retaliation Prevention (redline and clean)
- Policy 180 Complaint and Investigation Procedures (redline and clean)
- Resolution 20-16 Adopting Amendment to Policy 170
- Resolution 20-17 Adopting Amendment to Policy 180

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

Policy Number and Title 170 Discrimination, Harassment, and Retaliation Prevention

170.10 Establishment and Purpose.

The Kensington Fire Protection District (“District”) is committed to providing and maintaining a respectful and inclusive work environment that is free from discrimination and harassment based on a protected category, and an environment free from retaliation for participating in any protected activity covered by this policy. In accordance with this commitment, it is the policy of the District to provide equal employment opportunities to all employees and applicants for employment.

Accordingly, the Kensington Fire Protection District hereby adopts this Discrimination, Harassment, and Retaliation Prevention Policy (“DHR Policy”) in order to reaffirm the District’s commitment to preventing and correcting unlawful discrimination, harassment, and retaliation in the workplace; to provide equal employment opportunities to all employees and applicants for employment; to define discrimination, harassment, and retaliation prohibited under this policy; and to set forth procedures and guidelines for investigating and resolving complaints of conduct prohibited by this policy.

The DHR Policy is intended to describe the District’s procedures regarding compliance with state and federal laws and regulations. Nothing in the DHR Policy is intended to be in conflict with such laws and regulations, or inconsistent with other personnel policies maintained by the District including, but not limited to, the Employee Handbook or the Code of Conduct. Should any conflict exist as to the District’s personnel policies, the DHR Policy shall supersede.

170.20 Basis of Authority.

In accordance with Policy No. 1030 of the Policy Handbook, the Board of Directors (“Board”) is the unit of authority within the District.

Effective , 2020, the Board of Directors hereby adopts the Discrimination, Harassment, and Retaliation Prevention Policy and the provisions contained herein.

170.30 Protected Categories and Protected Activities.

It is the District’s policy to provide a workplace free of unlawful discriminatory or harassing conduct. As such, the District prohibits discrimination or harassment based on any of the following categories: race, color, religion, creed (including religious dress and grooming practices), national origin, ancestry, citizenship status, physical or mental disability, medical condition (including HIV/AIDS, cancer, or a record or history of cancer), genetic information or genetic characteristics, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (40 years and over), veteran and/or military status, political activities or

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

affiliations, status as a victim of domestic violence, assault, or stalking, protected medical leaves (requesting or being approved for leave due to one's own serious health condition or to care for one's family), and any other status protected by state or federal law (“**protected categories**” or “**protected characteristics**”).

170.31 This policy applies to all aspects of employment, including, but not limited to hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination. Reasonable accommodation may be available for qualified individuals with disabilities or religious beliefs or practices, as defined by law.¹

170.32 In addition, the District prohibits retaliation against a person who engages in activities protected under this policy, such as: reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy (“**protected activities**”).

170.40 Scope of Protection.

The DHR Policy applies to all District employees² (co-workers, supervisors, and managers), applicants, interns, volunteers, contractors, and elected or appointed officials in the workplace. In addition, the DHR Policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from District premises, such as a business trip or business-related social function.

All employees, as well as any individual who comes in contact with such employees, are expected to support the District's anti-discrimination, anti-harassment, anti-retaliation, and equal employment opportunity policies, and to take all steps necessary to maintain a workplace free from discrimination, harassment, and retaliation.

Discriminatory or harassing conduct by or towards any employee, applicant, or anyone who comes into contact with a District employee in the course of their employment will not be tolerated. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of their employment. The District will take appropriate corrective action to remedy any policy violations made by an intern, volunteer, contractor, elected or appointed official, or any other person with whom the District has a business, service, or professional relationship.

170.50 Responsibilities and Rights.

170.51 All employees are expected to assume responsibility for maintaining a work

¹ The District recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the General Manager.

² Hereinafter, as used in the DHR Policy, “employees” includes interns, volunteers, contractors, and elected or appointed officials in the workplace.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates the DHR Policy so that the District has an opportunity to address and resolve any concerns.

170.52 Managers and supervisors³ are required to promptly report conduct that they believe violates the DHR Policy. All managerial and supervisory employees must report any complaints of misconduct to the General Manager or their designee. The District is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

170.53 All District employees have the following rights:

170.531 The right to a discrimination, harassment, and retaliation-free work environment.

170.532 The right to file a complaint of discrimination, harassment, or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.

170.533 The right to a full, impartial and prompt investigation by a District representative or designee into allegations of conduct that would violate this policy.

170.534 The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.

170.535 The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.

170.536 The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.

170.537 The right to file a complaint directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

170.60 Prohibited Conduct.

Discrimination or harassment based solely, or in part, on an individual's protected characteristic or association with a member of a protected category, as defined in Policy No. 170.30, is expressly prohibited. In addition, the District also prohibits retaliation against a person engaging in any protected activities, as defined in Policy No. 170.32. The definition of what constitutes discrimination, harassment, and retaliation for purposes of this DHR Policy is provided in further detail below.

³ "Managers" or "supervisors" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

Conduct need not rise to the level of a violation of law to violate this policy. A single act can violate the DHR Policy and provide grounds for discipline or other appropriate corrective actions. When the District determines that this policy has been violated, it will take immediate and appropriate action to remedy and prevent such discrimination or harassment in the workplace, in the conduct of employment, or other personnel practices of the District, which may include discipline, up to and including termination. In addition, any employee found to have retaliated against another employee who engages in any protected activities as defined by this policy shall be subject to disciplinary action, up to and including termination.

170.70 Discrimination.

As used in the DHR Policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely, or in part, on the employee or applicant's protected characteristic, as provided in Policy No. 170.30.

170.71 Discrimination includes any adverse employment action or differential treatment of an employee or other person doing business with the District based on the individual's protected characteristic. In addition, prohibited discriminatory conduct under this policy also includes unequal treatment based upon the employee or applicant's association with a member of these protected categories or classes.

170.72 Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of a protected characteristic; allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation or other employment-related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

170.80 Harassment.

Harassment under this policy is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories provided in Policy No. 170.30.

Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

170.81 Sexual Harassment

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

As used in this policy, sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, and gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Some examples of sexual harassment are:

170.811 Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

170.812 Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, e-mail, faxes, or gestures;

170.813 Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee because of the employee's sex or other protected characteristic;

170.814 Use of social media to conduct sexual advances and or harassment;

170.815 Threats and demands to submit to sexual requests in order keep one's job or avoid some other loss, and offers of employment benefits in return for sexual favors;

170.816 Retaliation for having reported or threatened to report unlawful harassment.

170.82 Sexual harassment is generally categorized into two types:

170.821 Quid Pro Quo ("this for that")

1. Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

170.822 Hostile Work Environment

This type of sexual harassment is defined as conduct of a sexual nature, or on the basis of sex, by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

170.90 Retaliation.

170.91 The District values its employees and has an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct. Accordingly, the District will not retaliate against any employee who files a good faith complaint because of their belief that someone or they themselves were subjected to workplace discrimination or harassment in violation of the DHR Policy.

170.92 As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. "Protected activities" may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

170.93 An "adverse employment action" is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

170.94 Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in

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activities protected under this policy.

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POLICY NUMBER:
170

POLICY TITLE
[Discrimination, Harassment, and Retaliation Prevention](#)

170.10 [Establishment and Purpose.](#)

The Kensington Fire Protection District ("[District](#)") is committed to providing [and maintaining a respectful and inclusive work environment that is free from discrimination and harassment based on a protected category, and an environment free from retaliation for its participating in any protected activity covered by this policy. In accordance with this commitment, it is the policy of the District to provide equal employment opportunities to all employees that is free of harassment and applicants for employment.](#)

[Accordingly, the Kensington Fire Protection District hereby adopts this Discrimination, Harassment, and Retaliation Prevention Policy \("DHR Policy"\) in order to reaffirm the District's commitment to preventing and correcting unlawful discrimination, harassment, and retaliation in the workplace; to provide equal employment opportunities to all employees and applicants for employment; to define discrimination, harassment, and retaliation prohibited under this policy; and to set forth procedures and guidelines for investigating and resolving complaints of conduct prohibited by this policy.](#)

The [DHR Policy is intended to describe the District's procedures regarding compliance with state and federal laws and regulations. Nothing in the DHR Policy is intended to be in conflict with such laws and regulations, or inconsistent with other personnel policies maintained by the District including, but not limited to, the Employee Handbook or the Code of Conduct. Should any conflict exist as to the District's personnel policies, the DHR Policy shall supersede.](#)

170.20 [Basis of Authority.](#)

[In accordance with Policy No. 1030 of the Policy Handbook, the Board of Directors \("Board"\) is the unit of authority within the District.](#)

[Effective \[REDACTED\], 2020, the Board of Directors hereby adopts the Discrimination, Harassment, and Retaliation Prevention Policy and the provisions contained herein.](#)

170.30 [Protected Categories and Protected Activities.](#)

[It is the District's policy to provide a workplace free of unlawful discriminatory or harassing conduct. As such, the District prohibits ~~sexual~~ discrimination or harassment ~~and harassment because~~ based on any of the following categories: race, color, religion, creed \(including religious creed, color, dress and grooming practices\), national origin ~~or~~, ancestry, citizenship status, physical or mental disability, medical condition, ~~marital~~ status, age \(including HIV/AIDS, cancer, or a record or history of cancer\), genetic](#)

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information or genetic characteristics, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, sexual orientation or any other basis protected by federal, state or local, age (40 years and over), veteran and/or military status, political activities or affiliations, status as a victim of domestic violence, assault, or stalking, protected medical leaves (requesting or being approved for leave due to one's own serious health condition or to care for one's family), and any other status protected by state or federal law (“protected categories” or “protected characteristics”).

~~170.~~ ordinance or regulation **31** This policy applies to all aspects of employment, including, but not limited to hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination. Reasonable accommodation may be available for qualified individuals with disabilities or religious beliefs or practices, as defined by law.¹

~~170.~~ persons involved in the operation of the District and **32** In addition, the District prohibits harassment by retaliation against a person who engages in activities protected under this policy, such as: reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy (“protected activities”).

170.40 Scope of Protection.

The DHR Policy applies to all District employees² (co-workers, supervisors, and managers), applicants, interns, volunteers, contractors, and elected or appointed officials in the workplace. In addition, the DHR Policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from District premises, such as a business trip or business-related social function.

All employees, as well as any individual who comes in contact with such employees, are expected to support the District's anti-discrimination, anti-harassment, anti-retaliation, and equal employment opportunity policies, and to take all steps necessary to maintain a workplace free from discrimination, harassment, and retaliation.

Discriminatory or harassing conduct by or towards any employee of the District, applicant, or anyone who comes into contact with a District employee in the course of their employment will not be tolerated. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of their employment. The District will take appropriate corrective action to remedy any policy violations made by an intern, volunteer, contractor, elected or appointed official, or any other person with whom the

¹ The District recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the General Manager.

² Hereinafter, as used in the DHR Policy, “employees” includes interns, volunteers, contractors, and elected or appointed officials in the workplace.

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District has a business, service, or professional relationship.

170.50 Responsibilities and Rights.

170.51 All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates the DHR Policy so that the District has an opportunity to address and resolve any concerns.

170.52 Managers and supervisors³ are required to promptly report conduct that they believe violates the DHR Policy. All managerial and supervisory employees must report any complaints of misconduct to the General Manager or their designee. The District is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

170.53 All District employees have the following rights:

170.531 The right to a discrimination, harassment, and retaliation-free work environment.

170.532 The right to file a complaint of discrimination, harassment, or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.

170.533 The right to a full, impartial and prompt investigation by a District representative or designee into allegations of conduct that would violate this policy.

170.534 The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.

170.535 The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.

170.536 The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.

170.537 The right to file a complaint directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

³ "Managers" or "supervisors" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action.

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170.60 ~~170.20~~ Prohibited Conduct.

Discrimination or harassment based solely, or in part, on an individual's protected characteristic or association with a member of a protected category, as defined in Policy No. 170.30, is expressly prohibited. In addition, the District also prohibits retaliation against a person engaging in any protected activities, as defined in Policy No. 170.32. The definition of what constitutes discrimination, harassment, and retaliation for purposes of this DHR Policy is provided in further detail below.

Conduct need not rise to the level of a violation of law to violate this policy. A single act can violate the DHR Policy and provide grounds for discipline or other appropriate corrective actions. When the District determines that this policy has been violated, it will take immediate and appropriate action to remedy and prevent such discrimination or harassment in the workplace, in the conduct of employment, or other personnel practices of the District, which may include discipline, up to and including termination. In addition, any employee found to have retaliated against another employee who engages in any protected activities as defined by this policy shall be subject to disciplinary action, up to and including termination.

170.70 Discrimination.

As used in the DHR Policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely, or in part, on the employee or applicant's protected characteristic, as provided in Policy No. 170.30.

170.71 Discrimination includes any adverse employment action or differential treatment of an employee or other person doing business with the District based on the individual's protected characteristic. In addition, prohibited discriminatory conduct under this policy also includes unequal treatment based upon the employee or applicant's association with a member of these protected categories or classes.

170.72 Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of a protected characteristic; allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation or other employment-related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

170.80 Harassment.

Harassment under this policy is defined as disrespectful or unprofessional conduct,

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including disrespectful or unprofessional conduct based on any of the protected categories provided in Policy No. 170.30.

Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

170.81 Sexual Harassment Definition Examples. Sexual harassment manifests itself in many forms. The following are a few **Harassment**

As used in this policy, sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, and gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Some examples of sexual harassment are:

~~170.21~~ Written: sexually suggestive or obscene letters, notes or invitations.

~~170.811~~

~~170.22~~ Verbal: sexually derogatory comments, slurs, jokes, remarks or epithets.

~~170.23~~ Visual: leering, making sexual gestures, or displaying sexually suggestive objectives, pictures, cartoons or posters.

~~170.24~~ Physical: assault, attempted rape, impeding or blocking movement, or touching.

~~170.25~~ Other:

~~170.251~~ Sexual advances which are unwanted (this may include situations which began as reciprocal attractions, but later ceased to be reciprocal).

~~170.252~~ Employees who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.

~~170.253~~ Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have

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~~acquiesced to sexual advances).~~

~~_____ **170.254** Implying or actually withholding support for appointment, promotion, transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.~~

~~_____ **170.255** Reprisals or threats after negative response to sexual advances.~~

~~**170.30** Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:~~

~~**170.31** Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;~~

~~_____ **170.32** Visual conduct such as derogatory and/or sexually-oriented posters, ~~photography~~ photography, cartoons, drawings, ~~e-mail, faxes,~~ or gestures;~~

~~_____ **170.33** Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee because of the employee's sex, race or any other protected basis; and, characteristic;~~

~~_____ **170.34** Use of social media to conduct sexual advances and or harassment;~~

~~_____ **170.815** Threats and demands to submit to sexual requests in order keep one's job or avoid some other loss, and offers of employment benefits in return for sexual favors;~~

~~_____ **170.816** Retaliation for having reported or threatened to report unlawful harassment.~~

~~**170.40** _____ If an employee of the District believes that they have been harassed, they should provide a written complaint to any member of the Board of Directors. As soon as possible thereafter, the Board will undertake an immediate, thorough and objective investigation of the harassment allegation(s).~~

~~**170.50** _____ If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to and including termination.~~

~~_____ **170.82** Sexual harassment is generally categorized into two types:~~

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170.821 Quid Pro Quo (“this for that”)

1. Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

170.822 Hostile Work Environment

This type of sexual harassment is defined as conduct of a sexual nature, or on the basis of sex, by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

170.90 Retaliation.

170.91 The District values its employees and has an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct. Accordingly, the District will not retaliate against any employee who files a good faith complaint because of their belief that someone or they themselves were subjected to workplace discrimination or harassment in violation of the DHR Policy.

170.92 As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. “Protected activities” may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in

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investigations or proceedings arising out of a violation of this policy.

170.93 An “adverse employment action” is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

170.94 Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

~~**170.51** Whatever action is taken against the harasser will be made known to the employee lodging the complaint, and appropriate action will be taken to remedy any loss to the employee resulting from the harassment. Retaliation against anyone filing a complaint will not be permitted or tolerated.~~

~~**170.60** Employees are encouraged to immediately report any incident of harassment so that complaints can be quickly and fairly resolved.~~

RESOLUTION 20-16

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE KENSINGTON FIRE PROTECTION DISTRICT AMENDING
POLICY 170 DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION**

WHEREAS, the Board of Directors (“Board”) of the Kensington Fire Protection District (“District”) has established the Employee Handbook (“Handbook”) which sets District policies; and

WHEREAS, the Board desires to incorporate updated legal requirements by amending the Handbook; and

WHEREAS, the Board held a first reading of a proposed amendment to Policy 170 Discrimination, Harassment, and Retaliation Prevention of the District Handbook on August 12, 2020; and

WHEREAS, the Board now desires to hold a second reading and adopt an amendment to Policy 170 as it pertains to discrimination, harassment, and retaliation prevention;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kensington Fire Protection District hereby amends Policy 170 of Kensington Fire Protection District Employee Handbook as follows (additions in underline, deletions in strikethrough):

POLICY NUMBER:	POLICY TITLE
170	<u>Discrimination, Harassment, and Retaliation Prevention</u>

170.10 ~~_____~~ Establishment and Purpose.

The Kensington Fire Protection District (“District”) is committed to providing and maintaining a respectful and inclusive work environment that is free from discrimination and harassment based on a protected category, and an environment free from retaliation for its-participating in any protected activity covered by this policy. In accordance with this commitment, it is the policy of the District to provide equal employment opportunities to all employees that is free of harassment. and applicants for employment.

Accordingly, the Kensington Fire Protection District hereby adopts this Discrimination, Harassment, and Retaliation Prevention Policy (“DHR Policy”) in order to reaffirm the District’s commitment to preventing and correcting unlawful discrimination, harassment, and retaliation in the workplace; to provide equal employment opportunities to all employees and applicants for employment; to define discrimination, harassment, and retaliation prohibited under this policy; and to set forth procedures and guidelines for investigating and resolving complaints of conduct prohibited by this policy.

The DHR Policy is intended to describe the District’s procedures regarding compliance with state and federal laws and regulations. Nothing in the DHR Policy is intended to be in conflict with such laws and regulations, or inconsistent with other personnel policies maintained by the District including, but not limited to, the Employee Handbook or the Code of Conduct. Should any conflict exist as to the District’s personnel policies, the DHR Policy shall supersede.

170.20 Basis of Authority.

In accordance with Policy No. 1030 of the Policy Handbook, the Board of Directors ("Board") is the unit of authority within the District.

Effective September 9, 2020, the Board of Directors hereby adopts the Discrimination, Harassment, and Retaliation Prevention Policy and the provisions contained herein.

170.30 Protected Categories and Protected Activities.

It is the District's policy to provide a workplace free of unlawful discriminatory or harassing conduct. As such, the District prohibits sexual discrimination or harassment and harassment because based on any of the following categories: race, color, religion, creed (including religious creed, color, dress and grooming practices), national origin or ancestry, citizenship status, physical or mental disability, medical condition, marital status, age (including HIV/AIDS, cancer, or a record or history of cancer), genetic information or genetic characteristics, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, sexual orientation or any other basis protected by federal, state or local, age (40 years and over), veteran and/or military status, political activities or affiliations, status as a victim of domestic violence, assault, or stalking, protected medical leaves (requesting or being approved for leave due to one's own serious health condition or to care for one's family), and any other status protected by state or federal law ("protected categories" or "protected characteristics").

~~170.~~ ordinance or regulation ~~31~~ This policy applies to all aspects of employment, including, but not limited to hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination. Reasonable accommodation may be available for qualified individuals with disabilities or religious beliefs or practices, as defined by law.¹

~~170.~~ persons involved in the operation of the District and ~~32~~ In addition, the District prohibits harassment by retaliation against a person who engages in activities protected under this policy, such as: reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy ("protected activities").

170.40 Scope of Protection.

The DHR Policy applies to all District employees² (co-workers, supervisors, and managers), applicants, interns, volunteers, contractors, and elected or appointed officials in the workplace. In addition, the DHR Policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from District premises, such as a business trip or business-related social function.

All employees, as well as any individual who comes in contact with such employees, are expected to support the District's anti-discrimination, anti-harassment, anti-retaliation, and equal employment opportunity policies, and to take all steps necessary to maintain a workplace free from discrimination, harassment, and retaliation.

Discriminatory or harassing conduct by or towards any employee of the District, applicant, or anyone who comes into contact with a District employee in the course of their employment will not be tolerated. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of their employment. The District will take appropriate corrective action to remedy any policy violations made by an intern.

¹ The District recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the General Manager.

² Hereinafter, as used in the DHR Policy, "employees" includes interns, volunteers, contractors, and elected or appointed officials in the workplace.

volunteer, contractor, elected or appointed official, or any other person with whom the District has a business, service, or professional relationship.

170.50 Responsibilities and Rights.

170.51 All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates the DHR Policy so that the District has an opportunity to address and resolve any concerns.

170.52 Managers and supervisors³ are required to promptly report conduct that they believe violates the DHR Policy. All managerial and supervisory employees must report any complaints of misconduct to the General Manager or their designee. The District is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

170.53 All District employees have the following rights:

170.531 The right to a discrimination, harassment, and retaliation-free work environment.

170.532 The right to file a complaint of discrimination, harassment, or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.

170.533 The right to a full, impartial and prompt investigation by a District representative or designee into allegations of conduct that would violate this policy.

170.534 The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.

170.535 The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.

170.536 The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.

170.537 The right to file a complaint directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the

³ "Managers" or "supervisors" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action.

appropriate court.

170.60 ~~470.20~~ — Prohibited Conduct.

Discrimination or harassment based solely, or in part, on an individual's protected characteristic or association with a member of a protected category, as defined in Policy No. 170.30, is expressly prohibited. In addition, the District also prohibits retaliation against a person engaging in any protected activities, as defined in Policy No. 170.32. The definition of what constitutes discrimination, harassment, and retaliation for purposes of this DHR Policy is provided in further detail below.

Conduct need not rise to the level of a violation of law to violate this policy. A single act can violate the DHR Policy and provide grounds for discipline or other appropriate corrective actions. When the District determines that this policy has been violated, it will take immediate and appropriate action to remedy and prevent such discrimination or harassment in the workplace, in the conduct of employment, or other personnel practices of the District, which may include discipline, up to and including termination. In addition, any employee found to have retaliated against another employee who engages in any protected activities as defined by this policy shall be subject to disciplinary action, up to and including termination.

170.70 Discrimination.

As used in the DHR Policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely, or in part, on the employee or applicant's protected characteristic, as provided in Policy No. 170.30.

170.71 Discrimination includes any adverse employment action or differential treatment of an employee or other person doing business with the District based on the individual's protected characteristic. In addition, prohibited discriminatory conduct under this policy also includes unequal treatment based upon the employee or applicant's association with a member of these protected categories or classes.

170.72 Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of a protected characteristic; allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation or other employment-related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

170.80 Harassment.

Harassment under this policy is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories provided in Policy No. 170.30.

Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

170.81 Sexual Harassment Definition Examples. Sexual harassment manifests itself in many forms. The following are a few Harassment

As used in this policy, sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, and gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Some examples of sexual harassment are:

~~170.21 Written: sexually suggestive or obscene letters, notes or invitations.~~
~~170.811~~

~~170.22 Verbal: sexually derogatory comments, slurs, jokes, remarks or epithets.~~

~~170.23 Visual: leering, making sexual gestures, or displaying sexually suggestive objectives, pictures, cartoons or posters.~~

~~170.24 Physical: assault, attempted rape, impeding or blocking movement, or touching.~~

~~170.25 Other:~~

~~170.251 Sexual advances which are unwanted (this may include situations which began as reciprocal attractions, but later ceased to be reciprocal).~~

~~170.252 Employees who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.~~

~~170.253 Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).~~

~~170.254 Implying or actually withholding support for appointment, promotion, transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.~~

~~170.255 Reprisals or threats after negative response to sexual advances.~~

~~170.30 Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:~~

~~170.31 Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;~~

~~170.32812 Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, e-mail, faxes, or gestures;~~

~~170.33813 Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee because of the employee's sex, race or any other protected basis; and characteristic;~~

170.34814 Use of social media to conduct sexual advances and or harassment:

170.815 Threats and demands to submit to sexual requests in order keep one's job or avoid some other loss, and offers of employment benefits in return for sexual favors:

170.816 Retaliation for having reported or threatened to report unlawful harassment.

~~170.40 — If an employee of the District believes that they have been harassed, they should provide a written complaint to any member of the Board of Directors. As soon as possible thereafter, the Board will undertake an immediate, thorough and objective investigation of the harassment allegation(s).~~

~~170.50 — If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to and including termination.~~

170.82 Sexual harassment is generally categorized into two types:

170.821 Quid Pro Quo ("this for that")

1. Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

170.822 Hostile Work Environment

This type of sexual harassment is defined as conduct of a sexual nature, or on the basis of sex, by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

170.90 Retaliation.

170.91 The District values its employees and has an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct. Accordingly, the District will not retaliate against any employee who files a good faith complaint because of their belief that someone or they themselves were subjected to workplace discrimination or harassment in violation of the DHR Policy.

170.92 As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. "Protected activities" may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

170.93 An "adverse employment action" is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

170.94 Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

~~170.51 Whatever action is taken against the harasser will be made known to the employee lodging the complaint, and appropriate action will be taken to remedy any loss to the employee resulting from the harassment. Retaliation against anyone filing a complaint will not be permitted or tolerated.~~

~~170.60 Employees are encouraged to immediately report any incident of harassment so that complaints can be quickly and fairly resolved.~~

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 9th day of September 2020 by the following vote of the Board.

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Julie Stein, President

Larry Nagel, Secretary

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

Policy Number and Title 180 Complaint and Investigation Procedures

180.10 The District shall take an affirmative role to protect its employees from discrimination, harassment, and retaliation. The District will take all reasonable efforts to resolve complaints internally.

180.20 Any employee or applicant who experiences or witnesses behavior that they believe violates the Discrimination, Harassment, and Retaliation Prevention Policy (“DHR Policy”) contained in Policy No. 170 is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior.

180.30 The District maintains the following procedures and guidelines when addressing potential violations of the DHR Policy. All employees, including supervisors and managers, are expected to abide by the procedures and guidelines set forth below.

1. Identify the offensive behavior to the offending employee or other person and request that the behavior cease.
2. Report the offensive behavior either orally or in writing to the employee’s supervisor, manager, or the General Manager. Any manager or supervisor who receives a complaint of harassment or discrimination must immediately report the complaint to the General Manager. Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to the General Manager, their designee, or the President of the Board of Directors, and must follow that individual’s instructions as to how best to proceed.
 - a) Written complaints may be made using the Complaint Form contained in Policy No. 180.60.
 - b) If the employee directly reports to the alleged offender, the employee should report the conduct to any other supervisor, manager, or the President of the Board of Directors.
3. The General Manager, their designee, or an authorized representative of the District will promptly look into the facts and circumstances of any alleged violation, as appropriate.
4. The District shall initiate an investigation where it has reason to believe that conduct in violation of this policy has occurred. All investigations will be timely, thorough, fair, and completed by qualified personnel.
 - a) Even in the absence of a formal complaint, the District may initiate an investigation where it has reason to believe that prohibited conduct under this policy has occurred.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

- b) Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, the District may need to do an environmental assessment or survey to try to determine if misconduct has occurred.
 - c) To the extent possible, the District will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this policy.
 - d) All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.
5. Upon completion of the investigation, if misconduct is substantiated, the District shall take appropriate remedial action to prevent and correct misconduct and unlawful behavior, up to and including formal discipline where warranted.

To submit a complaint or report of an alleged violation of the Discrimination, Harassment, and Retaliation Prevention Policy, you may contact your supervisor/manager, the General Manager or the President of the Board of Directors.

[GENERAL MANAGER'S NAME]

[E-MAIL ADDRESS]

[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]

[E-MAIL ADDRESS]

[WORK PHONE NUMBER]

180.40 Filing External Complaints.

Employees and applicants may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

California Department of Fair Employment and Housing
2218 Kausen Drive, Suite 100

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

contact.center@dfeh.ca.gov

<https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West,

P.O Box 36025

San Francisco, CA 94102-3661

1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

180.50 Preventative, Corrective, and Remedial Action

180.51 The District shall take appropriate preventative, corrective, and remedial action(s), up to and including formal discipline, against any employee(s) when an investigation has found that misconduct prohibited by the DHR Policy has occurred. If discrimination, harassment, or retaliation, as outlined in this policy, has been found to have occurred, appropriate preventative, corrective, or remedial action(s) will be promptly taken, including but not limited to the initiation of disciplinary procedures.

180.52 During the course of the investigation, the District may take interim relief measures as appropriate to ensure that any alleged harassment or discrimination does not continue, and to ensure that no retaliation occurs. Measures taken will be determined on a case-by-case basis depending on the specific circumstances of the complaint. Interim relief may include changing supervisory relationships, work locations, or reassigning or placing the accused party on paid administrative leave. The complaining party shall not be required to change work locations or assignments, however, such changes may be made at the complaining party's request.

180.53 In addition, preventative, corrective, or remedial action(s) may also include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as the District.

180.60 Complaint Form

COMPLAINT FORM

COMPLAINANT INFORMATION

NAME: _____

DIVISION / UNIT: _____

**KENSINGTON FIRE PROTECTION DISTRICT
EMPLOYEE HANDBOOK**

OFFICE LOCATION: _____

WORK PHONE: _____

IMMEDIATE SUPERVISOR: _____

Please describe the conduct that you believe violates the Discrimination, Harassment, and Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the General Manager or their designee.

PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY

Person #1 - Name: _____ **Position:** _____ **Work Location:** _____

Person #2 - Name: _____ **Position:** _____ **Work Location:** _____

Person #3 - Name: _____ **Position:** _____ **Work Location:** _____

PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

Witness #1 - Name: _____ **Position:** _____ **Work Location:** _____

Witness #2 - Name: _____ **Position:** _____ **Work Location:** _____

Witness #3 - Name: _____ **Position:** _____ **Work Location:** _____

HAVE YOU COMPLAINED TO ANYONE AT THE DISTRICT ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result?

KENSINGTON FIRE PROTECTION DISTRICT
EMPLOYEE HANDBOOK

Please submit to your supervisor/manager, the General Manager, or the President of the Board of Directors:

[GENERAL MANAGER'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

POLICY NUMBER AND TITLE **180 Affirmative** ——— **Action Complaint** **and** **Investigation Procedures**

180.10 ~~It is the policy of the Kensington Fire Protection~~ The District that there shall be no take an affirmative role to protect its employees from discrimination, harassment, and retaliation. The District will take all reasonable efforts to resolve complaints internally.

180.20 ~~—based upon race, national origin, religion, sex, physical handicap, veteran's status, sexual orientation, or age in any~~ Any employee or applicant who experiences or witnesses behavior that they believe violates the Discrimination, Harassment, and Retaliation Prevention Policy ("DHR Policy") contained in Policy No. 170 is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior.

180.30 The District maintains the following procedures and guidelines when addressing potential violations of the DHR Policy. All employees, including supervisors and managers, are expected to abide by the procedures and guidelines set forth below.

1. Identify the offensive behavior to the offending employee or other person and request that the behavior cease.
2. Report the offensive behavior either orally or in writing to the employee's supervisor, manager, or the General Manager. Any manager or supervisor who receives a complaint of harassment or discrimination must immediately report the complaint to the General Manager. Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to the General Manager, their designee, or the President of the Board of Directors, and must follow that individual's instructions as to how best to proceed.
 - a) Written complaints may be made using the Complaint Form contained in Policy No. 180.60.
 - b) If the employee directly reports to the alleged offender, the employee should report the conduct to any other supervisor, manager, or the President of the Board of Directors.
3. The General Manager, their designee, or an authorized representative of the District will promptly look into the facts and circumstances of any alleged violation, as appropriate.
4. The District shall initiate an investigation where it has reason to believe that conduct in violation of this policy has occurred. All investigations will be timely, thorough, fair, and completed by qualified personnel.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

- a) Even in the absence of a formal complaint, the District may initiate an investigation where it has reason to believe that prohibited conduct under this policy has occurred.
 - b) Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, the District may need to do an environmental assessment or survey to try to determine if misconduct has occurred.
 - c) To the extent possible, the District will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this policy.
 - d) All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.
5. Upon completion of the investigation, if misconduct is substantiated, the District shall take appropriate remedial action, to prevent and correct misconduct and unlawful behavior, up to and including recruitment, appointment, performance evaluation, promotion, formal discipline where warranted.

To submit a complaint or report of an alleged violation of the granting of leaves, and *Discrimination, Harassment, and Retaliation Prevention Policy*, you may contact your supervisor/manager, the General Manager or the President of the Board of Directors.

[GENERAL MANAGER'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

180.40 Filing External Complaints.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

Employees and applicants may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

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2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

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San Francisco, CA 94102-3661

1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)

http://www.eeoc.gov/employees

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180.51 The District shall take appropriate preventative, corrective, and remedial action(s), up to and including formal discipline, against any employee(s) when an investigation has found that misconduct prohibited by the DHR Policy has occurred. If discrimination, harassment, or retaliation, as outlined in this policy, has been found to have occurred, appropriate preventative, corrective, or remedial action(s) will be promptly taken, including but not limited to the initiation of disciplinary or grievance action procedures.

180.52 During the course of the investigation, the District may take interim relief measures as appropriate to ensure that any alleged harassment or discrimination does not continue, and to ensure that no retaliation occurs. Measures taken will be determined on a case-by-case basis depending on the specific circumstances of the complaint. Interim relief may include changing supervisory relationships, work locations, or reassigning or placing the accused party on paid administrative leave. The complaining party shall not be required to change work locations or assignments, however, such changes may be made at the complaining party's request.

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KENSINGTON FIRE PROTECTION DISTRICT
EMPLOYEE HANDBOOK

180.60 Complaint Form

COMPLAINT FORM

COMPLAINANT INFORMATION

NAME: _____

DIVISION / UNIT: _____

OFFICE LOCATION: _____

WORK PHONE: _____

IMMEDIATE SUPERVISOR: _____

Please describe the conduct that you believe violates the Discrimination, Harassment, and Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the General Manager or their designee.

PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY

KENSINGTON FIRE PROTECTION DISTRICT
EMPLOYEE HANDBOOK

<u>Person #1 - Name:</u>	<u>Position:</u>	<u>Work Location:</u>
<u>Person #2 - Name:</u>	<u>Position:</u>	<u>Work Location:</u>
<u>Person #3 - Name:</u>	<u>Position:</u>	<u>Work Location:</u>

PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

<u>Witness #1 - Name:</u>	<u>Position:</u>	<u>Work Location:</u>
<u>Witness #2 - Name:</u>	<u>Position:</u>	<u>Work Location:</u>
<u>Witness #3 - Name:</u>	<u>Position:</u>	<u>Work Location:</u>

HAVE YOU COMPLAINED TO ANYONE AT THE DISTRICT ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result?

Please submit to your supervisor/manager, the General Manager, or the President of the Board of Directors:

[GENERAL MANAGER'S NAME]

[E-MAIL ADDRESS]

[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]

[E-MAIL ADDRESS]

[WORK PHONE NUMBER]

~~180.20~~ This policy contains two major commitments:

~~180.21~~ To recognize both a moral and legal obligation to work toward a work force composition reflecting the mix of ethnic minorities and women in the labor markets from which the District draws its staff.

~~180.22~~ To make a demonstrable and deliberate effort in hiring to solicit

KENSINGTON FIRE PROTECTION DISTRICT
EMPLOYEE HANDBOOK

~~applications from minority and women candidates in all cases where their representation is below the labor force standard.~~

RESOLUTION 20-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE KENSINGTON FIRE PROTECTION DISTRICT AMENDING
POLICY 180 COMPLAINT AND INVESTIGATION PROCEDURES**

WHEREAS, the Board of Directors (“Board”) of the Kensington Fire Protection District (“District”) has established the Employee Handbook (“Handbook”) which sets District policies; and

WHEREAS, the Board desires to incorporate discrimination, harassment, and retaliation complaint and investigation procedures by amending the Handbook; and

WHEREAS, the Board held a first reading of a proposed amendment to Policy 180 Complaint and Investigation Procedures of the District Handbook on August 12, 2020; and

WHEREAS, the Board now desires to hold a second reading and adopt an amendment to Policy 180 as it pertains to complaint and investigation procedures of conduct;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kensington Fire Protection District hereby amends Policy 180 of Kensington Fire Protection District Employee Handbook as follows (additions in underline, deletions in strikethrough):

POLICY NUMBER AND TITLE **180** ~~Affirmative~~ Action Complaint ~~and~~
Investigation Procedures

180.10 ~~It is the policy of the Kensington Fire Protection District that there shall be no take an affirmative role to protect its employees from~~ The District will take all reasonable efforts to resolve complaints internally.

180.20 ~~based upon race, national origin, religion, sex, physical handicap, veteran's status, sexual orientation, or age in any~~ Any employee or applicant who experiences or witnesses behavior that they believe violates the Discrimination, Harassment, and Retaliation Prevention Policy (“DHR Policy”) contained in Policy No. 170 is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior.

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Item 3.8

- a) Written complaints may be made using the Complaint Form contained in Policy No. 180.60.
 - b) If the employee directly reports to the alleged offender, the employee should report the conduct to any other supervisor, manager, or the President of the Board of Directors.
3. The General Manager, their designee, or an authorized representative of the District will promptly look into the facts and circumstances of any alleged violation, as appropriate.
 4. The District shall initiate an investigation where it has reason to believe that conduct in violation of this policy has occurred. All investigations will be timely, thorough, fair, and completed by qualified personnel.
 - a) Even in the absence of a formal complaint, the District may initiate an investigation where it has reason to believe that prohibited conduct under this policy has occurred.
 - b) Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, the District may need to do an environmental assessment or survey to try to determine if misconduct has occurred.
 - c) To the extent possible, the District will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this policy.
 - d) All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.
 5. Upon completion of the investigation, if misconduct is substantiated, the District shall take appropriate remedial action, to prevent and correct misconduct and unlawful behavior, up to and including recruitment, appointment, performance evaluation, promotion, formal discipline where warranted.

To submit a complaint or report of an alleged violation of **the** granting of leaves, and **Discrimination, Harassment, and Retaliation Prevention Policy**, you may contact your supervisor/manager, the General Manager or the President of the Board of Directors.

[GENERAL MANAGER'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

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800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

contact.center@dfeh.ca.gov

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450 Golden Gate Avenue 5 West,

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http://www.eeoc.gov/employees

180.50 Preventative, Corrective, and Remedial Action

180.51 The District shall take appropriate preventative, corrective, and remedial action(s), up to and including formal discipline, against any employee(s) when an investigation has found that misconduct prohibited by the DHR Policy has occurred. If discrimination, harassment, or retaliation, as outlined in this policy, has been found to have occurred, appropriate preventative, corrective, or remedial action(s) will be promptly taken, including but not limited to the initiation of disciplinary or grievance action procedures.

180.52 During the course of the investigation, the District may take interim relief measures as appropriate to ensure that any alleged harassment or discrimination does not continue, and to ensure that no retaliation occurs. Measures taken will be determined on a case-by-case basis depending on the specific circumstances of the complaint. Interim relief may include changing supervisory relationships, work locations, or reassigning or placing the accused party on paid administrative leave. The complaining party shall not be required to change work locations or assignments, however, such changes may be made at the complaining party's request.

180.53 In addition, preventative, corrective, or remedial action(s) may also include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as the District.

180.60 Complaint FormCOMPLAINT FORMCOMPLAINANT INFORMATION

NAME: _____

DIVISION / UNIT: _____

OFFICE LOCATION: _____

WORK PHONE: _____

IMMEDIATE SUPERVISOR: _____

Please describe the conduct that you believe violates the Discrimination, Harassment, and Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the General Manager or their designee.

PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY

Person #1 - Name:	Position:	Work Location:
Person #2 - Name:	Position:	Work Location:
Person #3 - Name:	Position:	Work Location:

PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

Witness #1 - Name:	Position:	Work Location:
Witness #2 - Name:	Position:	Work Location:
Witness #3 - Name:	Position:	Work Location:

HAVE YOU COMPLAINED TO ANYONE AT THE DISTRICT ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result?

Please submit to your supervisor/manager, the General Manager, or the President of the Board of Directors:

[GENERAL MANAGER'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

~~180.20~~ This policy contains two major commitments:

~~180.21~~ To recognize both a moral and legal obligation to work toward a work force composition reflecting the mix of ethnic minorities and women in the labor markets from which the District draws its staff.

~~180.22~~ To make a demonstrable and deliberate effort in hiring to solicit applications from minority and women candidates in all cases where their representation is below the labor force standard.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 9th day of September 2020 by the following vote of the Board.

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Julie Stein, President

Larry Nagel, Secretary

Kensington Fire Protection District
Action Plan for the Interim General Manager
Status as of September 9, 2020

Item 5.2

Goals	% Complete	Status/Milestones	Next Steps/Comments
1. Effect a complete, orderly, and prompt transition of services performed by the District's current administrative support contractor, including, but not limited to: conducting exit interviews, as needed, and ensuring the timely delivery from contractor of all District property and records.	100%	<ul style="list-style-type: none"> • KFPD resumed: agenda, web posting, noticing, administrative roles • RGS continuing finance, minutes until end of engagement • Collected District property/records • Received desk manual/procedures 	
2. Develop effective working relationships with the El Cerrito City Manager and Fire Chief, the General Manager and administrative staff of the Kensington Police Protection and Community Services District (KPPCSD), Supervisor Gioia, and County administrative staff as needed.	70% ongoing	<ul style="list-style-type: none"> • Bill Lindsay/KPPCSD-PSB, etc. • Fire Chief-fee sched, contract, etc. • County Departments-Auditor, Assessor, Clerk, Information Technology, Public Works 	<ul style="list-style-type: none"> • Continue outreach/familiarization
3. Prepare the budget for the FY 2020-21 Fiscal Year for the June 2020 board meeting, to include: analyzing the District's historic practices in developing annual budget; providing budget guideline policy recommendations; drafting a procedure for initiating annual budget development; liaising with the El Cerrito Fire Chief on the fire services fee proposal; and convening the Finance Committee.	100%	<ul style="list-style-type: none"> • Budget Guiding Principles • Budget Development Manual • Draft budget/narrative • Finance Committee presentations • Budget document printed/posted • Board presentation/approval • Final Budget adoption 9/2020 	
4. Oversee, coordinate, and administer all activities related to a potential renovation of the Public Safety Building, including, but not limited to: negotiating a short-term renewal of the current lease to KPPCSD; negotiating cost-sharing agreements with KPPCSD for a potential renovation; and establishing temporary facilities for the fire department and District administration.	60%	<ul style="list-style-type: none"> • KPPCSD lease extension • Reviewed project history • Cost allocations w/Finance Comm • Special Meeting 6/3/2020 • Bill Lindsay-decision/project plans • Regular BOD Updates • 1st County Evaluation Meeting • Project Decision/Financing 	<ul style="list-style-type: none"> • Final County Determination • Additional Meetings

Kensington Fire Protection District
Action Plan for the Interim General Manager
Status as of September 9, 2020

Item 5.2

Goals	% Complete	Status/Milestones	Next Steps/Comments
5. Analyze District needs for payments of bills and claims, including, but not limited to: drafting and implementing updates as needed to internal procedures for managing and making payments; internal controls; and procedures for purchasing and credit card usage.	70%	<ul style="list-style-type: none"> • Purchasing Procedure outline • Evaluating electronic payments • Accounting services agreement • Policy 130 amendment • Policy 1150 Amendment • IGM Authorization to Pay Bills 	<ul style="list-style-type: none"> • Policy 8 Proposed Amendment • Evaluate and Implement Workflow • Purchasing Procedure final (public works projects)
6. Serve as the primary administrative contact to the City of El Cerrito in matters of oversight, management, and compliance for the fire services contract between the District and El Cerrito.	40% ongoing	<ul style="list-style-type: none"> • Fire svc fee w/Finance Committee • Review agreement/history • Contract services discussions 	<ul style="list-style-type: none"> • Agreement abstract/summary • Develop contacts • Review contract for compliance
7. Serve as the primary administrative contact to the District's information technology (IT) service provider to ensure the completion of all current and recommended IT and office infrastructure projects.	50% ongoing	<ul style="list-style-type: none"> • Discussion with Nerd Crossing • Email migration project closeout • Business needs outline-laptop • VPN Option Evaluation 	<ul style="list-style-type: none"> • Business Needs Assessment • IT Master Plan • Propose to Board of Directors
8. Analyze District participation and needs regarding the District's California Employers' Retiree Benefit Trust (CERBT) Fund. Prepare and implement a procedure for administration of legacy health benefits payments.	50%	<ul style="list-style-type: none"> • OPEB Actuary Proposals • Complete CalPERS documents • Request 2019-2020 Disbursement 	<ul style="list-style-type: none"> • Select/recommend actuary • OPEB Actuarial Valuation
9. Assess and make recommendations on cost-saving opportunities and the possible outsourcing of some District administrative functions or employment of additional staff or consultants as necessary.	80%	<ul style="list-style-type: none"> • Data gathering • Conceptual plan in progress • Student Intern, Admin Assistant, Accounting services • Staffing Plan 	<ul style="list-style-type: none"> • Complete evaluation • Recruitments, if approved
10. Develop a Long-Term Financial Plan which ensures sustainability for providing District services, including but not limited to: drafting a long-term plan policy; forecasting revenue and expenditures, using relevant inflation factors or other information; incorporating known or foreseeable changes in District operations; and presenting plan to the Finance Committee then Board of Directors for approval.	50%	<ul style="list-style-type: none"> • Policy in progress • Initial plan reviewed w/Finance Committee • Updated reserve projection for PSB funding 	<ul style="list-style-type: none"> • Finalize ten-year plan • Complete proposed policy • Develop procedure for updates

Kensington Fire Protection District
 Action Plan for the Interim General Manager
 Status as of September 9, 2020

Item 5.2

Goals	% Complete	Status/Milestones	Next Steps/Comments
11. Establish a Records Management Policy and Records Retention Schedule in accordance with the California Public Records Act (PRA), Government Code Section 12236 and recommended practices, including but not limited to: drafting a records management policy; developing a records retention schedule encompassing District records (specifically and/or by category); and providing public with the process for PRA requests.	50%	<ul style="list-style-type: none"> • Begin list of District records • PRA Request Templates 	<ul style="list-style-type: none"> • Evaluate current policy • Incorporate missing components • List of records by category
12. Apply for or renew, as applicable, certifications recommended by local government best practices, including but not limited to: Special District Leadership Foundation (SDLF) District Transparency Certificate of Excellence; SDLF District of Distinction Accreditation; and others as identified.	40%	<ul style="list-style-type: none"> • Review application, list needs • Working w/County on Conflict of Interest Policy update • Updating website 	<ul style="list-style-type: none"> • Address items requiring development/update • Submit application
13. Produce a final report to the District board of directors assessing the status of District administration and recommendations for future revision of District administrative functions.	60%	<ul style="list-style-type: none"> • Action Plan to accompany report • Condition assessment • Policy Amendments • Administrative support procedures 	<ul style="list-style-type: none"> • Administrative Manual • Policy revisions (as warranted)



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue ▪ El Cerrito ▪ CA ▪ 94530

(510) 215-4450 ▪ FAX (510) 232-4917

www.el-cerrito.org



DATE: September 2, 2020

TO: Kensington Fire Protection District Board Members

FROM: Michael Pigoni: Fire Chief

RE: **Fire Chief's Report for the September 2020 Fire District Board Meeting**

Run Reports

There were 29 calls for service that occurred during the month of August in the community of Kensington which is 2 less than the previous month. During this same time, Engine 165 responded to a total of 54 calls in all the El Cerrito/Kensington districts which is a decrease of 4 incidents over the number of calls from last month. The "Incident Log" included in the Board packets will provided more details on the dates, times, locations, and incident types for these calls.

Vegetation Management

We continue to receive phone calls with complaints from residents regarding neighborhood parcels that they feel are a fire hazard. The Fire Prevention Officer is responding to all of these requests and taking appropriate action. Many of the inquiries and complaints that are received are residents and neighbors that feel certain vegetation is a fire hazard or that certain trees are a fire hazard. The District has an adopted Vegetation Management Policy that is patterned off the Cal Fire guidelines. Most complaints are based on certain plants and/or trees (juniper, eucalyptus, and cypress) that many feels are a fire hazard but are not part of the policy.

September is National Preparedness Month

National Preparedness Month (NPM) is recognized each September to promote residents to take steps now to be prepared for emergencies and disasters throughout the year in their homes, businesses, schools and communities. As our nation continues to respond to COVID-19, there is no better time to be involved this September. If 2020 has taught us anything, it is that "Disasters Don't Wait" and they take many forms like earthquakes, wildfires, and aggressive viruses. No matter the type of disaster, National Preparedness Month encourages residents to map out a survival strategy for yourself, your family, your pets and your belongings. Tackle these weekly goals and you'll be one step ahead of last year on planning for an emergency:

Week 1: Make a Plan

Week 2: Build a Kit

Week 3: Prepare for Disasters

Week 4: Teach Youth About Preparedness



National Preparedness Month is sponsored by the Federal Emergency Management Agency within the Department of Homeland Security. www.Ready.Gov has all the tools you need to accomplish these goals.

Emergency Operation Plan

Last year the Fire Department engaged the company Tetra-Tech to assist in an overhaul of our 16+ year old Emergency Operation Plan and associated annexes. The completed draft was presented last month to be reviewed. Due to the fires and some of our management staff being committed to them, the review process has been delayed. We are planning to complete the review of the draft document by the end of September.

Register with the Contra Costa County Community Warning System

It cannot be stressed enough the importance to take a moment to register cell phones with the Contra Costa County Community Warning System (CWS). CWS will alert you when life-threatening incidents, like wildfire or power shutdowns, occur. www.cwsalerts.com



Board of Directors
Julie Stein (President)
Kevin Padian (Vice President)
Don Dommer
Janice Kosel
Larry Nagel

September 10, 2020

Fire Chief Lewis Broschard
Contra Cost County Fire Protection District (CCFPD)
4005 Port Chicago Highway, Suite 250
Concord, CA 94520-1180

Chief Broschard:

Kensington Fire Protection District ("KFPD") is the primary agency responsible for the provision of services to protection of Kensington from fire and, particularly from wildfires emanating from the heavily vegetated Wildcat Canyon immediately to the east of Kensington. We are The District is heartened that Alert Wildfire has added a second camera on Vollmer Peak to allow more detailed monitoring of the East Bay Regional Pparklands. Thank you for listening to our concerns and suggestions in this regard.

We understand that the focus area of each camera can be controlled by CCCFPD and CalFire. We are asking for your support in making sure that the new fire camera installed on Vollmer Peak (<http://www.alertwildfire.org/southeastbay/index.html?camera=Axis-Vollmer>) monitors Wildcat Canyon during Diablo wind events. The Canyon has large stands of highly flammable eucalyptus which will burn at extremely high temperatureset and send-propel embers many miles away during Diablo wind conditions.

To have any realistic hope of containing a fire emanating from the Canyon during a Diablo wind event, firefighters would need to be mobilized within minutes of ignition. In addition, evacuations from the hills areas of Kensington and Berkeley Hills would need to start immediately because the narrow, congested streets will greatly impede traffic. Recent, informal surveys of Wildcat Canyon by experts from ALERTWildfire and by University of California Agriculture Extension indicated it would only take about 15 minutes or less for a fire starting at Wildcat Creek to begin engulfing parts of eastern Kensington, El Cerrito, and Berkeley during a Diablo wind event. Once a firestorm enters these densely populated residential areas, flames-it could easily jump from house to house given the small distances between homes.

In short, it is critical that firefighters and those in charge of evacuation get-are provided with the earliest possible notification of a fire in Wildcat Canyon or Tilden during a Diablo wind event. The cameras on Vollmer Peak could provide that advanced notice. With this in mind, the KFPDwe requests that you work with the appropriate authorities to ensure that one of the two

Commented [MOU1]: This was the first mention of Tilden Park. If we are going to include Tilden Park, we should mention it at the beginning of the letter along with Wildcat Canyon.

September 10, 2020
Vollmer Peak ALERTWildfire Cameras
Page 2

Vollmer ALERTWildfire cameras monitor Wildcat Canyon during strong Diablo winds. If this is done, the community may be willing to organize a neighborhood watch to help monitor the Canyon during these high risk events. Citizen involvement of this nature has been successfully implemented in Orange County and we look forward to working on how best to set up such a program here.

Sincerely,

Julie Stein, President
Kensington Fire Protection Board

Michael Pigoni, Fire Chief
Kensington Fire Protection District

Cc: John Gioia, CCC Supervisor.
Susan Wengraf, Deputy Mayor, Berkeley
Sue Duncan, Make El Cerrito Fire Safe
Michael Pigoni, Chief, KFPD
Aileen Theile, Chief, EBRPD Fire Department
Elizabeth Echols, Director, Ward 1, EBRPD

Commented [MOU2]: Do we have a reference to this activity in Orange County?



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: ZoneHaven Agreement for Evacuation Tool Subscription Combined
with the City of El Cerrito

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Consider authorizing the Interim General Manager to work with the City of El Cerrito on a fee schedule amendment incorporating ZoneHaven Evacuation Tool Subscription.

Background

At the July 8, 2020 Board Meeting the Board directed the Interim General Manager to work with ZoneHaven and the Fire Chief to combine both agencies in the Evacuation Subscription for purposes of effecting cost savings. In order to do this, the Fire Chief determined that the City of El Cerrito would execute the contract in the City's name and then submit an amendment to the Fire Services Contract fee schedule for Board approval.

The total cost for the City of El Cerrito and Kensington Fire Protection District (KFPD) combined would be \$14,000 after the discount. This would result in an annual cost of \$4,620, a decrease of 33% (\$2,380) from the individual cost for KFPD of \$7,000 annually. If the Board decides to proceed with this, it would be included in a fee schedule amendment provided by the City of El Cerrito.

Fiscal Impact

This annual subscription would be included in the fire services contract fee, so would need to be incorporated into the budget for final adoption in September.

Attachments: ZoneHaven/City of El Cerrito Agreement

SaaS Software Agreement

This SaaS Software Agreement (“**Agreement**”) is being entered into as of _____ (“**Effective Date**”) by and between City of El Cerrito (“**Customer**”), a Government Entity with a principle place of business at 10890 San Pablo Ave, El Cerrito, CA 94530, and Zonehaven Inc. (“**Supplier**”), a Delaware corporation with a principle place of business at 2034 Great Highway, San Francisco, CA 94116.

In consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

1. DEFINITIONS.

1.1 “**Data**” means information and data submitted by or on behalf of Customer to Supplier for incorporation into the SaaS Service.

1.2 “**Documentation**” means the online user instructions, help files and training materials made available by Supplier to Customer for use with the SaaS Service, as may be updated from time to time by Supplier.

1.3 “**SaaS Service**” means Internet access to Supplier’s evacuation planning software platform.

1.4 “**Services**” means the SaaS Service and any Setup Services.

1.5 “**Setup Services**” means the implementation, consulting, development and other professional services that Supplier may perform.

1.6 “**Third Party Offerings**” means applications, services, platforms, software and products provided by third parties that interoperate with the SaaS Service.

1.7 “**Users**” means Customer’s employees and consultants (a) who are authorized by Customer to access and use the SaaS Service and (b) who have been supplied user identifications and passwords for such purpose by Customer (or by Supplier at Customer’s request).

2. LICENSES AND RESTRICTIONS.

2.1 **Access and Use License.** Subject to Customer’s compliance with the terms and conditions contained in this Agreement, Supplier hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable right for its Users to access and use the SaaS Service in accordance with the Documentation in each case solely for Customer’s internal business purposes. Customer agrees that its purchase of the Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding any future functionality or features.

2.2 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SaaS Service; (b) modify, translate, or create derivative works based on any element of the SaaS Service or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SaaS Service; (d) use the SaaS Service for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties, except as required by law, any evaluation of the SaaS Service without Supplier’s prior written consent; (g) use the SaaS Service for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance

of the SaaS Service; or (i) attempt to gain unauthorized access to the SaaS Service or their related systems or networks.

2.3 **Reservation of Rights.** Except as expressly granted in this Agreement, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Supplier.

3. **THIRD PARTY OFFERINGS.**

3.1 **Third Party Offerings.** The SaaS Service may contain features designed to interoperate with Third Party Offerings. To use such features, Customer may be required to obtain access to such Third Party Offering from their providers. If the provider of any Third Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding SaaS Service features on reasonable terms, Supplier may cease providing such features without entitling Customer to any refund, credit, or other compensation. Any use by Customer of any such Third Party Offerings, and any exchange of data between Customer and any provider of a Third Party Offering, is solely between Customer and the applicable provider of the Third Party Offering. Supplier does not warrant or support any Third Party Offering.

3.2 **Supplier Access Codes.** To the extent that Supplier requires that Customer grant Supplier authorizations, passwords or other user credentials to a Third Party Offering ("**Supplier Access Codes**") to enable interoperability with the SaaS Service, Customer shall promptly provide such Supplier Access Codes. Supplier shall not share, reassign, divulge or disclose any Supplier Access Codes except to Supplier employees or contractors specifically engaged in the performance of the Services. Supplier Access Codes shall constitute Customer's Confidential Information under this Agreement.

4. **PASSWORDS; SECURITY.**

4.1 **Passwords.** Supplier will issue to Customer user logins and passwords for each of its Users authorized to access and use the SaaS Service. Customer shall be, and shall ensure that each of its Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to which it was issued. Customer is solely responsible for any and all access and use of the SaaS Service that occurs using logins and passwords Supplier issues to Users. Customer shall restrict its Users from sharing passwords. Customer agrees to immediately notify Supplier of any unauthorized use of any account or login and password issued to Customer's Users, or any other breach of security known to Customer. Customer is responsible for all use of Customer's User accounts, and Customer is responsible for compliance by each User with the terms of this Agreement. Supplier shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

4.2 **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the SaaS Service. Customer will immediately notify Supplier of any breach, or attempted breach, of security known to Customer.

5. **CUSTOMER OBLIGATIONS.**

5.1 **Data.** Customer shall deliver Data to Supplier as reasonably requested by Supplier. Customer hereby grants to Supplier a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense, including, without limitation, through multiple tiers of sublicensees) to use, reproduce, prepare derivative works, distribute, perform, display, and otherwise exploit the Data in connection with the SaaS Service and Supplier's (and its successors' and affiliates') business, including, without limitation, for the purpose of promoting and redistributing part or all of the SaaS Service. For the avoidance of doubt, this license survives any termination or expiration of this Agreement.

5.2 **Acceptable Uses.** Customer shall be solely responsible for its actions and the actions of its Users while using the SaaS Service. Customer acknowledges and agrees: (a) to abide by all local, state, national,

and international laws and regulations applicable to Customer's use of the SaaS Service, including, without limitation, the provision and storage of Data; (b) not to use, send or store data on or to the SaaS Service which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity; (d) not to interfere or disrupt networks connected to the SaaS Service or interfere with other ability to access or use the SaaS Service; and (e) to use the SaaS Service only in accordance with the Documentation. Customer acknowledges and agrees that Supplier neither endorses the contents of any Customer communications or Data, nor assumes any responsibility for any offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. Supplier, in its discretion, may remove, in its reasonable belief, any violating content posted or stored using the SaaS Service or transmitted through the SaaS Service, without notice to Customer. Notwithstanding the foregoing, Supplier does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Data or any other information or data input into or stored in the SaaS Service for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality, accuracy, legality, reliability, and appropriateness of Data.

5.3 Accuracy of Customer's Contact Information; Email Notices. Customer agrees to provide accurate, current and complete information as necessary for Supplier to communicate with Customer from time to time regarding the Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current and inform Supplier of any changes in Customer's legal business name, address, email address and phone number. Customer agrees to accept emails from Supplier at the e-mail addresses specified by its Users for login purposes. In addition, Customer agrees that Supplier may rely and act on all information and instructions provided to Supplier by Users from the above-specified e-mail address.

5.4 Temporary Suspension. Supplier may temporarily suspend Customer's or its Users' access to the SaaS Service in the event that either Customer any of their Users is engaged in, or Supplier in good faith suspects Customer or any of their Users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement). Supplier will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Supplier's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include User sub-accounts. Customer agrees that Supplier shall not be liable to Customer, any of its Users, or any other third party if Supplier exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Supplier's reasonable satisfaction, Supplier shall reinstate Customer's and its Users' access and use of the SaaS Service. Notwithstanding anything in this Section to the contrary, Supplier's suspension of SaaS Service is in addition to any other remedies that Supplier may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Supplier may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

6. AVAILABILITY; SUPPORT.

6.1 Availability. Subject to the terms and conditions of this Agreement, Supplier will use commercially reasonable efforts to make the SaaS Service available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which Supplier will use commercially reasonable efforts to provide at least 24 hours advance notice, and (b) routine maintenance times as reasonably specified by Supplier, and (c) any unavailability caused by circumstances of Force Majeure described in **Section 15.10**. Certain enhancements to the SaaS Service made generally available at no cost to all subscribing customers during the term of this Agreement will be made available to Customer at no additional charge, subject to any conditions that may be required by Supplier. However, the availability of some new enhancements or modules to the SaaS Service may require the payment of additional fees, and Supplier will determine at its sole discretion whether access to any other such new enhancements will

require an additional fee. This Agreement will apply to, and the SaaS Service includes, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the SaaS Service subsequently provided by Supplier to Customer hereunder.

6.2 **Support.** Supplier will provide technical support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of US federal holidays (“**Support Hours**”). Customer may initiate a helpdesk ticket during Support Hours by calling the Supplier or by emailing support@zonehaven.com.

7. FEES AND PAYMENT.

7.1 **Fees.** Customer agrees to pay all fees specified in **Exhibit A** using one of the payment methods Supplier supports. Except as otherwise specified in this Agreement or in **Exhibit A**, (a) fees are quoted and payable in United States dollars, (b) fees are based on Services purchased, regardless of actual usage, and (c) payment obligations are non-cancelable and fees paid are non-refundable. Fees are based on yearly periods that begin on the Effective Date and each yearly anniversary thereof. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

7.2 **Invoices and Payment.** Except as otherwise specified in this Agreement or in **Exhibit A**, all fees will be invoiced in advance. Except as otherwise set forth in the applicable exhibit, Customer agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes to such information.

7.3 **Overdue Charges.** If Supplier does not receive fees by the due date, then at Supplier’s discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

7.4 **Suspension of Service.** If any amounts owed by Customer for the Services are ten (10) or more days overdue, Supplier may, without limiting Supplier’s other rights and remedies, suspend Customer’s and its Users’ access to the Services until such amounts are paid in full.

7.5 **Taxes.** “**Taxes**” means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, privilege, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party’s net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under this Agreement or under any document ancillary to or referenced by this Agreement shall not include Taxes except as otherwise provided herein. Customer shall be responsible for all of such Taxes. If, however, Supplier has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section, Customer shall promptly pay the Taxes invoiced by Supplier unless Customer has furnished Supplier with valid tax exemption documentation regarding such Taxes at the execution of this Agreement or at the execution of any subsequent instrument or agreement ancillary to or referenced by this Agreement. Customer shall comply with all applicable tax laws and regulations. Customer hereby agrees to indemnify Supplier for any Taxes and related costs paid or payable by Supplier attributable to Taxes that would have been Customer’s responsibility under this **Section 8.5** if invoiced to Customer. Customer shall promptly pay or reimburse Supplier for all costs and damages related to any liability incurred by Supplier as a result of Customer’s non-compliance or delay with its responsibilities herein. Customer’s obligation under this **Section 8.5** shall survive the termination or expiration of this Agreement.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

8.1 **Mutual Representations and Warranties.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) it has the right to grant the licenses it grants hereunder; and (c) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

8.2 **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS **SECTION 9**, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS. CUSTOMER'S USE OF THE SAAS SERVICE AND THE SETUP SERVICES IS AT ITS OWN RISK. SUPPLIER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE EXPRESS WARRANTIES MADE BY SUPPLIER IN **SECTION 9** ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. ANY SOFTWARE PROVIDED THROUGH THE SAAS SERVICE IS LICENSED AND NOT SOLD.

NO AGENT OF SUPPLIER IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF SUPPLIER AS SET FORTH HEREIN. SUPPLIER DOES NOT WARRANT THAT: (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY DATA OR INFORMATION WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) THE SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SERVICES. SUPPLIER SHALL NOT BE LIABLE FOR ANY RESULTING BODILY INJURY, DEATH OF ANY PERSON OR DAMAGE TO REAL OR TANGIBLE, PERSONAL PROPERTY.

9. INDEMNIFICATION.

9.1 Supplier Indemnity.

(a) **General.** During term of this Agreement, Supplier, at its expense, shall defend Customer and its officers, directors and employees (the "**Customer Indemnified Parties**") from and against all actions, proceedings, claims and demands by a third party (a "**Third-Party Claim**") alleging that the SaaS Service infringes any copyright or misappropriates any trade secret and shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Supplier's obligations under this Section are conditioned upon (i) Supplier being promptly notified in writing of any claim under this Section, (ii) Supplier having the sole and exclusive right to control the defense and settlement of the claim, and (iii) Customer providing all reasonable assistance (at Supplier's expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Supplier's prior written approval. Customer may, at its own expense, engage separate

counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to Supplier's right to control the defense and settlement.

(b) **Mitigation.** If any claim which Supplier is obligated to defend has occurred, or in Supplier's determination is likely to occur, Supplier may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the SaaS Service, (b) substitute a functionality equivalent, non-infringing replacement for such the SaaS Service, (c) modify SaaS Service to make it non-infringing and functionally equivalent, or (d) terminate this Agreement and refund to Customer any prepaid amounts attributable to the period of time after the date Customer becomes unable to use the SaaS Service, as reasonably determined by Supplier.

(c) **Exclusions.** Notwithstanding anything to the contrary in this Agreement, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) Customer's use of infringing or misappropriated Data, (ii) use of the SaaS Service in combination with any software, hardware, network or system not supplied by Supplier where the alleged infringement relates to such combination, (iii) any modification or alteration of the SaaS Service other than by Supplier, (iv) Customer's continued use of the SaaS Service after Supplier notifies Customer to discontinue use because of an infringement claim, (v) Customer's violation of applicable law, or (vi) Third Party Offerings.

(d) **Sole Remedy.** THE FOREGOING STATES THE ENTIRE LIABILITY OF SUPPLIER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE SAAS SERVICE OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF SUPPLIER WITH RESPECT THERETO.

9.2 **Customer Indemnity.** Customer shall defend Supplier and its licensors and their respective officers, directors and employees ("**Supplier Indemnified Parties**") from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Data (and the exercise by Supplier of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party's intellectual property rights, privacy rights or other rights; (b) Customer's use or alleged use of the SaaS Service other than as permitted under this Agreement; (c) arising from the occurrence of any of the exclusions set forth in **Section 10.1(c)**; or (d) bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use or alleged use of the SaaS Service. Customer shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Customer's obligations under this Section are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, and (z) Supplier providing all reasonable assistance (at Customer's expense and reasonable request) in the defense of such claim. In no event shall Supplier settle any claim without Customer's prior written approval. Supplier may, at its own expense, engage separate counsel to advise Supplier regarding a Third-Party Claim and to participate in the defense of the claim, subject to Customer's right to control the defense and settlement.

10. **CONFIDENTIALITY.**

10.1 **Confidential Information.** "**Confidential Information**" means any and all non-public technical and non-technical information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information;

and (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business. Confidential Information of Supplier shall include the SaaS Service, the Documentation, and pricing and other terms and conditions of this Agreement. Confidential Information also includes all summaries and abstracts of Confidential Information. For the avoidance of doubt, Customer agrees that Data is not Confidential Information of Customer.

10.2 **Non-Disclosure.** Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. Subject to **Section 12.2 (Anonymized Usage Statistics)**, the Receiving Party shall, at all times, both during the term of this Agreement and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it, and the Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. Subject to **Section 12.2 (Anonymized Usage Statistics)**, the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and agents who need access to such Confidential Information in order to effect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

10.3 **Exceptions to Confidential Information.** The obligations set forth in **Section 11.2 (Non-Disclosure)** shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

10.4 **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

11. PROPRIETARY RIGHTS.

11.1 **SaaS Service.** As between Supplier and Customer, all right, title and interest in the SaaS Service and any other Supplier materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the SaaS Service, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Supplier or Supplier's licensors and providers, as applicable. Additionally, Customer shall promptly respond to any questions that Supplier may have regarding such Feedback or to any other questions Supplier may have regarding Customer's use of the SaaS Service. Customer hereby does and will irrevocably assign to Supplier all evaluations, ideas, feedback and suggestions made by Customer to Supplier regarding the SaaS Service (collectively, "**Feedback**") and all intellectual property rights in the Feedback.

11.2 **Anonymized Usage Statistics.** Notwithstanding anything in this Agreement to the contrary, during and after the term of this Agreement, Supplier is free to use and disclose data and information relating to Customer's use of the Services in any aggregated or de-identified form ("**Anonymized Usage Statistics**"). As between Supplier and Customer, all right, title and interest in the Anonymized Usage Statistics and all intellectual property rights therein, belong to and are retained solely by Supplier. Without limiting the foregoing, Customer agrees that Supplier may (a) make Anonymized Usage Statistics publicly available, (b) disclose Anonymized Usage Statistics to third parties, and (c) use Anonymized Usage Statistics for any purpose, including any analysis, service enhancement or marketing.

11.3 **Supplier Developments.** All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Supplier, whether solely or jointly, including without limitation, in connection with Supplier's performance of the Setup Services hereunder, all resulting work product and deliverables ("**Supplier Developments**") and all intellectual property rights therein, shall remain the sole and exclusive property of Supplier.

12. **LIMITATION OF LIABILITY.**

12.1 **No Consequential Damages.** NEITHER SUPPLIER NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUPPLIER OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE SAAS SERVICE, SETUP SERVICES, OR THE RESULTS THEREOF. SUPPLIER WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

12.2 **Limits on Liability.** NEITHER SUPPLIER NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO SUPPLIER UNDER THIS AGREEMENT DURING THE PERIOD OF 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

12.3 **Essential Purpose.** CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS **SECTION 13** (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

13. **TERM AND TERMINATION.**

13.1 **Term.** This Agreement shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this Agreement, shall continue for an initial term of three years. After the initial term, this Agreement will automatically renew for additional one-year periods, unless either party gives the other party notice of its intent not to renew at least 30 days prior to the end of the initial term or then current renewal term. Termination will be effective at the end of the applicable term in which such notice is received.

13.2 **Termination for Cause.** A party may terminate this Agreement upon written notice to the other party in the event the other party (a) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of this Agreement and does not remedy such breach within thirty (30) days after receipt of written notice of such breach. Upon any termination for cause by Customer, Supplier shall refund to Customer any prepaid amounts attributable to the period of time after the termination date, as reasonably determined by Supplier. Upon any termination for cause by Supplier, Customer shall pay any unpaid fees covering the remainder of the term of this Agreement after the effective date of termination. In no event shall any

termination relieve Customer of the obligation to pay any fees payable to Supplier for the period prior to the effective date of termination.

13.3 **Effects of Termination.** Upon expiration or termination of this Agreement, (a) Customer's use of and access to the SaaS Service and Supplier's performance of all Setup Services shall cease, and (b) all fees and other amounts owed to Supplier shall be immediately due and payable by Customer.

13.4 **Survival.** The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation of liability, indemnity, warranty disclaimers, and the Data license from Customer to Supplier).

14. MISCELLANEOUS.

14.1 **Notices.** Supplier may give notice to Customer by means of a general notice through the SaaS Service interface, electronic mail to Customer's e-mail address on record with Supplier, or by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service to Customer's address on record with Supplier. Customer may give notice to Supplier by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service addressed to Supplier, 2034 Great Highway, San Francisco, CA 94116, Attention: Legal. Notice shall be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

14.2 **Governing Law.** This Agreement and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of California as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. Any disputes arising out of or in connection with this Agreement, including but not limited to any question regarding its existence, interpretation, validity, performance or termination, or any dispute between the parties arising from the parties' relationship created by this Agreement, shall be heard in the state and federal courts located in San Francisco County in the State of California and the parties hereby consent to exclusive jurisdiction and venue in such courts.

14.3 **Publicity.** Supplier has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business development and marketing efforts, including without limitation Supplier's website.

14.4 **U.S. Government Customers.** If Customer is a federal government entity, Supplier provides the SaaS Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SaaS Service include only those rights customarily provided to the public as defined in these Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in these Terms.

14.5 **Waiver.** No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

14.6 **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

14.7 **Assignment.** Customer may not assign its rights or delegate its obligations under this Agreement to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of Supplier, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns.

14.8 **Relationship of the Parties.** Supplier is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

14.9 **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

14.10 **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement); or any other event beyond the reasonable control of the party whose performance is to be excused.

14.11 **Entire Agreement.** This Agreement, including all exhibits and all documents referenced herein, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date hereof.

ZONEHAVEN INC.

City of El Cerrito

By: _____

By: _____

Name: Charlie Crocker

Name: _____

Title: CEO

Title: _____

EXHIBIT A

ONGOING SUBSCRIPTION

This agreement provides ongoing subscription services for the Cities of El Cerrito and Kensington, CA. These cities have a combined population of approximately 31000. This places the cities in the Zonehaven City 2: 20K-40K pricing tier. As you can see in Exhibit B: Zonehaven Price Sheet, Zonehaven does not normally discount the City tiers. However, as an early adopter and supporter of Zonehaven we would like to offer a 30% discount on a three year subscription contract.

Zonehaven is working with Contra Costa County on potentially using a UASI grant to fund a countywide Evacuation Management Platform (EMP) and Community Evacuation Interface (CEI). This grant and contract are not likely to be executed until early next year. So, this subscription can be thought of as a bridge, allowing the City to get out in front of this and be ready for the current fire season. If subscription for the entire county is funded, funds will be applied to cover subscription fees in this contract for the duration of the county contract.

The Zonehaven Evacuation Management Platform (EMP) and Community Evacuation Interface (CEI) are priced by population tier (Exhibit B: Zonehaven Price Sheet).

Pricing Tier	Product	List Cost/Yr	Discount	Cost/Yr	# Years	Total
City 2: 20K-40K Population	Annual EMP Subscription: Standard Wildfire Module	\$20,000	30%	\$14,000	3	\$42,000

Pricing Tier	Product	List Cost/Yr	Discount	Cost/Yr	# Years	Total
City 2: 20k-40K Population	Annual CEI: Community Evacuation Interface	TBD		\$0	3	\$0

Supplier shall invoice the City for payment as follows

1. \$14,000 upon execution of the contract. This date becomes the official annual subscription start date.
2. \$14,000 one year after subscription start date
3. \$14,000 two years after subscription start date

EXHIBIT B

ZONEHAVEN PRICE SHEET

Evacuation Management Platform: Standard Wildfire Module

The Evacuation Management Platform is priced by population tier. In addition, it assumes delivery of an entire city or county in a single effort. The “Total Start Up” price includes all set up activities, 1 year subscription to the EMP: Standard Wildfire Module, and Zonehaven StandardSupport.

Evacuation Management Platform: Community Evacuation Interface

The Zonehaven EMP: Community Evacuation Interface (CEI) provides a countywide website (and in the future a mobile app) for the public to understand and plan for evacuations. The CEI is priced by population tier. Currently there is no pricing available for this application. Current customers are able to use the CEI with their EMP subscription.

Multi-Year Subscription Discount: Full County customers who sign up for 3 years of subscription and pay the full three years up front receive a 15% discount and lock in their subscription price for the entire term.

Tier	Max Pop.	EMP Set Up	1 Yr Subs	Total Start Up	Multi-Year Subs Discount	
					1 Yr Subs	Total Yr 1
City 1	20,000	\$5,000	\$10,000	\$15,000	-	-
City 2	40,000	\$10,000	\$20,000	\$30,000	-	-
City 3	60,000	\$15,000	\$30,000	\$45,000	-	-
City 4	80,000	\$20,000	\$40,000	\$60,000	-	-
City 5	100,000	\$25,000	\$50,000	\$75,000	-	-
County 1	200,000	\$50,000	\$50,000	\$100,000	\$42,500	\$92,500
County 2	400,000	\$65,000	\$70,000	\$135,000	\$59,500	\$124,500
County 3	600,000	\$100,000	\$105,000	\$205,000	\$89,250	\$189,250
County 4	800,000	\$125,000	\$140,000	\$265,000	\$119,000	\$244,000
County 5	1,000,000	\$150,000	\$175,000	\$325,000	\$148,750	\$298,750
County 6	1,200,000	\$160,000	\$150,000	\$310,000	\$127,500	\$287,500
County 7	1,400,000	\$170,000	\$175,000	\$345,000	\$148,750	\$318,750
County 8	1,600,000	\$180,000	\$200,000	\$380,000	\$170,000	\$350,000
County 9	1,800,000	\$190,000	\$225,000	\$415,000	\$191,250	\$381,250
County 10	2,000,000	\$200,000	\$250,000	\$450,000	\$212,500	\$412,500

Tier City 1 is the minimum pricing for a city. For cities with populations >100K see county
Tier County 1 is the minimum pricing for a full county. Assumes delivery of a single county in one effort.

Price List Disclaimer: Possession of our price list or literature does not constitute an offer to sell. Prices shown are list prices and are subject to trade discount and to change without notice. Prices may also be changed without notice due to unforeseen cost increases of services, data, or currency fluctuations.



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: Format of Monthly Financial Reports and August 2020

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends the Board:

- review the format of monthly financial reports as requested, and
- approve the Monthly Financial Report for August 2020.

Background

During recent staff transitions, the format of the monthly financial reports has varied and not been provided in as much detail as prescribed in *Policy 6 Monthly Financial Reports*. Staff has noted this and now included reports which provide this more detail.

Fiscal Impact

There is no fiscal impact.

Attachment: Monthly Financial Reports

7:39 AM

Kensington Fire Protection District

Trial Balance

09/04/20

As of September 4, 2020

Accrual Basis

	Sep 4, 20	
	Debit	Credit
Petty Cash	200.00	
MCI Fund - Mechanics	0.00	
KFPD Revolving Acct - Gen Fund	6,304.86	
General Fund	226,940.65	
Special Tax Fund	10,152.74	
Capital Fund		6,512.96
Grants Receivable	0.00	
Accounts Receivable - Year End	112,644.40	
Due from County for Reimb.	0.00	
Due From Other Funds	0.00	
Accounts Receivable	7,114.09	
Interest Receivable	34,000.00	
Advance on Taxes	6,390,174.93	
Advance on Supplemental Taxes	66,331.52	
KPPCSD Note Receivable	0.00	
E/C Salary Reimbursement Receiv	45,354.12	
Undeposited Funds	0.00	
Deposits on Fixed Assets	220,000.00	
Prepaid Services - EC	0.07	
Prepaid Exp.	1,159.00	
Prepaid CERBT - Retiree Trust	194,770.99	
Investments		638,422.41
Investments:Capital Replacement Funds	3,534,838.00	
Investments:Fire Protect. Contract Reserves	3,032,487.51	
Investments:E/C Contract Recon Reserves	415,776.98	
Land	5,800.00	
Equipment	1,487,223.95	
Accumulated Depreciation-Equip		830,564.15
Building and Improvements	2,391,581.26	
Accumulated Depreciation - Bldg		1,070,893.00
Water System Improvements	0.00	
Current Capital Outlay:Engine Defibrillators	0.00	
Current Capital Outlay:Public Education	0.00	
Current Capital Outlay:Water System Cistern	0.00	
Current Capital Outlay:Engine	0.00	
Current Capital Outlay:P/S Building Repair/Replace	0.00	
Current Capital Outlay:P/S Bldg Bay Doors	0.00	
Current Capital Outlay:Bay Lighting	0.00	
Current Capital Outlay:Computers/Computerized Equip.	0.00	
Current Capital Outlay:Office Equipment-Copier	0.00	
Current Capital Outlay:P/S Building - MCI Fund	0.00	
Current Capital Outlay:EBRICS Radios	0.00	
Current Capital Outlay:FF High Band Radios	0.00	
Current Capital Outlay:B/C Command Vehicle	59,863.07	
Current Capital Outlay:Thermal Imager	0.00	
Current Capital Outlay:Water System Improvements	0.00	
Current Capital Outlay:Fire Engine Type I	0.00	
Current Capital Outlay:Firefighters Qtrs/Equip	105.00	
Current Capital Outlay:Apparatus Bay Construction	0.00	
Current Capital Outlay:Holmatro Tool	0.00	
Current Capital Outlay:Computers/Furniture	0.00	
Current Capital Outlay:Type III Engine	10,801.56	
Prop 1A Loan - State of CA	0.00	
Suspense	0.00	
Due to Revolving Acct - Gen Fnd		12.09
Due to Other - Issued by CCC		917,387.35
Due To Other Funds	0.00	
Accounts Payable		19,352.73
Accrued Salary Reimb Income-EC		45,521.32
Surety Bond Claim Held	0.00	
EI Cerrito Service Contract Pay	293,181.22	
Wages & PR Taxes Payable		7,785.46
Deferred Comp Payable	0.00	
KPPCSD MCI Deposit Payable	0.00	

7:39 AM

Kensington Fire Protection District

Trial Balance

09/04/20

As of September 4, 2020

Accrual Basis

	Sep 4, 20	
	Debit	Credit
Deferred Inflow of Resources		6,911.00
EI Cerrito Reconciliation Liab.		291,249.98
CalPERS Settlement Payable		28,562.56
GASB 45 Accrual	0.00	
Postretirement Health Ben Liab	3,169.47	
Postretirement Health Ben-Prior	0.00	
Fund Equity - General		3,889,496.00
Fund Equity - Capital Projects		3,213,698.00
Fund Equity - Special Revenue		109,075.00
Fund Equity - Gen Fixed Asset		2,212,892.01
Fund Equity		1,833,102.39
Opening Bal Equity	0.00	
Property Taxes		4,104,607.68
Lease Agreement		6,100.50
Staff:Wages	23,805.00	
Staff:Payroll Taxes	1,821.09	
RETIREE MEDICAL BENEFITS:CaIPERS Settlement	1,904.16	
OUTSIDE PROFESSIONAL SERVICES	9,330.61	
OUTSIDE PROFESSIONAL SERVICES:Accounting	3,910.00	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Contract Fee	586,362.42	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Reconciliation(s)	34,250.01	
OUTSIDE PROFESSIONAL SERVICES:LAFCO Fees	2,293.70	
OUTSIDE PROFESSIONAL SERVICES:Water System Improvements	458.87	
DISTRICT ACTIVITIES:Office:Office Expense	417.56	
DISTRICT ACTIVITIES:Office:Office Supplies	17.23	
DISTRICT ACTIVITIES:Office:Telephone	2,410.14	
DISTRICT ACTIVITIES:Office:Office- Other	11.30	
DISTRICT ACTIVITIES:Memberships	500.00	
DISTRICT ACTIVITIES:Building Maintenance:Needs Assess/Feasibility Study	10,747.80	
DISTRICT ACTIVITIES:Building Maintenance:Medical Waste Disposal	348.84	
DISTRICT ACTIVITIES:Building Maintenance:Janitorial Service	210.00	
DISTRICT ACTIVITIES:Building Maintenance:Miscellaneous Maint.	60.00	
DISTRICT ACTIVITIES:Building Utilities/Service:Gas and Electric	2,853.60	
DISTRICT ACTIVITIES:Building Utilities/Service:Water/Sewer	458.87	
TOTAL	19,232,146.59	19,232,146.59

Kensington Fire Protection District
Revenue & Expense Annual Budget vs. Actual YTD
 July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Property Taxes	4,104,607.68	4,348,427.00	-243,819.32	94.39%
Special Taxes	0.00	200,450.00	-200,450.00	0.0%
Other Tax Income	0.00	25,250.00	-25,250.00	0.0%
Lease Agreement	6,100.50	36,603.00	-30,502.50	16.67%
Interest Income	0.00	121,800.00	-121,800.00	0.0%
Salary Reimbursement Agreement	0.00	0.00	0.00	0.0%
Salary Reimb Agreement Recon(s)	0.00	0.00	0.00	0.0%
Grant Revenue	0.00	0.00	0.00	0.0%
Miscellaneous Income	0.00	0.00	0.00	0.0%
Total Income	4,110,708.18	4,732,530.00	-621,821.82	86.86%
Expense				
Staff				
Wages	23,805.00	144,164.00	-120,359.00	16.51%
Longevity Pay	0.00	0.00	0.00	0.0%
Overtime Wages	0.00	0.00	0.00	0.0%
Vacation Wages	0.00	0.00	0.00	0.0%
Medical/dental ins compensation	0.00	0.00	0.00	0.0%
Retirement Contribution	0.00	0.00	0.00	0.0%
Payroll Taxes	1,821.09	14,416.00	-12,594.91	12.63%
Workers Compensation/Life Ins	0.00	0.00	0.00	0.0%
Payroll Processing	0.00	0.00	0.00	0.0%
Total Staff	25,626.09	158,580.00	-132,953.91	16.16%
RETIREE MEDICAL BENEFITS				
PERS Medical	0.00	0.00	0.00	0.0%
Delta Dental	0.00	0.00	0.00	0.0%
Vision Care	0.00	0.00	0.00	0.0%
CalPERS Settlement	1,904.16	11,425.00	-9,520.84	16.67%
Total RETIREE MEDICAL BENEFITS	1,904.16	11,425.00	-9,520.84	16.67%
OUTSIDE PROFESSIONAL SERVICES				
Accounting	3,910.00	15,000.00	-11,090.00	26.07%
Actuarial Valuation	0.00	5,600.00	-5,600.00	0.0%
Audit	0.00	17,500.00	-17,500.00	0.0%
Contra Costa County Expenses	0.00	38,759.00	-38,759.00	0.0%
El Cerrito Contract Fee	586,362.42	3,229,643.00	-2,643,280.58	18.16%
El Cerrito Reconciliation(s)	34,250.01	288,532.00	-254,281.99	11.87%
IT Services and Equipment	0.00	17,480.00	-17,480.00	0.0%
Fire Abatement Contract	0.00	10,000.00	-10,000.00	0.0%
Fire Engineer Plan Review	0.00	2,060.00	-2,060.00	0.0%
Grant Writer/Coordinator	0.00	15,000.00	-15,000.00	0.0%
Risk Management Insurance	0.00	14,420.00	-14,420.00	0.0%
LAFCO Fees	2,293.70	2,601.00	-307.30	88.19%
Legal Fees	0.00	55,000.00	-55,000.00	0.0%
RFP Consultant	0.00	0.00	0.00	0.0%
Traffic Study	0.00	0.00	0.00	0.0%
Water System Improvements	458.87	0.00	458.87	100.0%
Website Development/Maintenance	0.00	2,520.00	-2,520.00	0.0%
Wildland Vegetation Mgmt	0.00	12,600.00	-12,600.00	0.0%
OUTSIDE PROFESSIONAL SERVICES - Other	9,330.61	46,000.00	-36,669.39	20.28%
Total OUTSIDE PROFESSIONAL SERVICES	636,605.61	3,772,715.00	-3,136,109.39	16.87%
COMMUNITY SERVICE ACTIVITIES				
Public Education	0.00	27,000.00	-27,000.00	0.0%
Comm. Pharmaceutical Drop-Off	0.00	2,500.00	-2,500.00	0.0%

Kensington Fire Protection District
Revenue & Expense Annual Budget vs. Actual YTD
 July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
CERT Emerg Kits/Sheds/Prepared	0.00	3,500.00	-3,500.00	0.0%
Open Houses	0.00	1,800.00	-1,800.00	0.0%
Community Shredder	0.00	3,200.00	-3,200.00	0.0%
DFSC Matching Grants	0.00	24,000.00	-24,000.00	0.0%
Firesafe Planting Grants	0.00	3,000.00	-3,000.00	0.0%
Community Sandbags	0.00	1,500.00	-1,500.00	0.0%
Volunteer Appreciation	0.00	1,500.00	-1,500.00	0.0%
Total COMMUNITY SERVICE ACTIVITIES	0.00	68,000.00	-68,000.00	0.0%
DISTRICT ACTIVITIES				
Professional Development	0.00	10,000.00	-10,000.00	0.0%
Office				
Office Expense	417.56	2,958.00	-2,540.44	14.12%
Office Supplies	17.23	2,856.00	-2,838.77	0.6%
Telephone	2,410.14	8,610.00	-6,199.86	27.99%
Office- Other	11.30	102.00	-90.70	11.08%
Total Office	2,856.23	14,526.00	-11,669.77	19.66%
Election	0.00	4,000.00	-4,000.00	0.0%
Firefighter's Apparel & PPE	0.00	750.00	-750.00	0.0%
Firefighters' Expenses	0.00	5,250.00	-5,250.00	0.0%
Staff Appreciation	0.00	1,750.00	-1,750.00	0.0%
Memberships	500.00	11,220.00	-10,720.00	4.46%
Building Maintenance				
Needs Assess/Feasibility Study	10,747.80	50,000.00	-39,252.20	21.5%
Gardening service	0.00	2,000.00	-2,000.00	0.0%
Building alarm	0.00	840.00	-840.00	0.0%
Medical Waste Disposal	348.84	8,400.00	-8,051.16	4.15%
Janitorial Service	315.00	1,575.00	-1,260.00	20.0%
Miscellaneous Maint.	60.00	17,850.00	-17,790.00	0.34%
Total Building Maintenance	11,471.64	80,665.00	-69,193.36	14.22%
Building Utilities/Service				
Gas and Electric	2,853.60	11,130.00	-8,276.40	25.64%
Water/Sewer	458.87	2,520.00	-2,061.13	18.21%
Total Building Utilities/Service	3,312.47	13,650.00	-10,337.53	24.27%
Total DISTRICT ACTIVITIES	18,140.34	141,811.00	-123,670.66	12.79%
Contingency	0.00	25,000.00	-25,000.00	0.0%
Total Expense	682,276.20	4,177,531.00	-3,495,254.80	16.33%
Net Ordinary Income	3,428,431.98	554,999.00	2,873,432.98	617.74%
Other Income/Expense				
Other Income				
Transfers In - Capital	0.00	0.00	0.00	0.0%
Transfers In - General	0.00	0.00	0.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Other Expense				
Depreciation Expense	0.00	0.00	0.00	0.0%
Transfers Out - Capital	0.00	525,880.00	-525,880.00	0.0%
Transfers Out - Special	0.00	0.00	0.00	0.0%
Transfers Out - General	0.00	0.00	0.00	0.0%
<Gain>/Loss on Asset Disposal	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	525,880.00	-525,880.00	0.0%
Net Other Income	0.00	-525,880.00	525,880.00	0.0%
Net Income	3,428,431.98	29,119.00	3,399,312.98	11,773.87%

**Kensington Fire Protection District
Profit & Loss Prev Year Comparison**

09/04/20

Accrual Basis

July 1 through September 4, 2020

	Jul 1 - Sep 4, 20	Jul 1 - Sep 4, 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	4,104,607.68	3,907,915.37	196,692.31	5.0%
Other Tax Income	0.00	161.96	-161.96	-100.0%
Lease Agreement	6,100.50	6,100.50	0.00	0.0%
Salary Reimbursement Agreement	0.00	17,070.51	-17,070.51	-100.0%
Salary Reimb Agreement Recon(s)	0.00	99.99	-99.99	-100.0%
Total Income	4,110,708.18	3,931,348.33	179,359.85	4.6%
Expense				
Staff				
Wages	23,805.00	16,639.00	7,166.00	43.1%
Longevity Pay	0.00	1,000.00	-1,000.00	-100.0%
Overtime Wages	0.00	1,079.89	-1,079.89	-100.0%
Vacation Wages	0.00	7,857.47	-7,857.47	-100.0%
Medical/dental ins compensation	0.00	1,960.00	-1,960.00	-100.0%
Retirement Contribution	0.00	1,264.56	-1,264.56	-100.0%
Payroll Taxes	1,821.09	1,581.93	239.16	15.1%
Payroll Processing	0.00	331.25	-331.25	-100.0%
Total Staff	25,626.09	31,714.10	-6,088.01	-19.2%
RETIREE MEDICAL BENEFITS				
PERS Medical	0.00	0.00	0.00	0.0%
Delta Dental	0.00	0.00	0.00	0.0%
Vision Care	0.00	0.00	0.00	0.0%
CalPERS Settlement	1,904.16	0.00	1,904.16	100.0%
Total RETIREE MEDICAL BENEFITS	1,904.16	0.00	1,904.16	100.0%
OUTSIDE PROFESSIONAL SERVICES				
Accounting	3,910.00	0.00	3,910.00	100.0%
Actuarial Valuation	0.00	2,900.00	-2,900.00	-100.0%
El Cerrito Contract Fee	586,362.42	758,121.87	-171,759.45	-22.7%
El Cerrito Reconciliation(s)	34,250.01	34,250.01	0.00	0.0%
Fire Engineer Plan Review	0.00	373.58	-373.58	-100.0%
Risk Management Insurance	0.00	12,561.00	-12,561.00	-100.0%
LAFCO Fees	2,293.70	2,548.19	-254.49	-10.0%
Legal Fees	0.00	1,266.30	-1,266.30	-100.0%
Water System Improvements	458.87	0.00	458.87	100.0%
Website Development/Maintenance	0.00	400.00	-400.00	-100.0%
Wildland Vegetation Mgmt	0.00	3,850.00	-3,850.00	-100.0%
OUTSIDE PROFESSIONAL SERVICES - ...	9,330.61	0.00	9,330.61	100.0%
Total OUTSIDE PROFESSIONAL SERVICES	636,605.61	816,270.95	-179,665.34	-22.0%
COMMUNITY SERVICE ACTIVITIES				
Public Education	0.00	6,075.52	-6,075.52	-100.0%
Open Houses	0.00	406.75	-406.75	-100.0%
Total COMMUNITY SERVICE ACTIVITIES	0.00	6,482.27	-6,482.27	-100.0%
DISTRICT ACTIVITIES				
Professional Development	0.00	2,128.38	-2,128.38	-100.0%
Office				
Office Expense	417.56	398.98	18.58	4.7%
Office Supplies	17.23	59.00	-41.77	-70.8%
Telephone	2,410.14	743.09	1,667.05	224.3%
Office- Other	11.30	0.00	11.30	100.0%
Total Office	2,856.23	1,201.07	1,655.16	137.8%
Firefighters' Expenses	0.00	31.14	-31.14	-100.0%
Memberships	500.00	650.00	-150.00	-23.1%
Building Maintenance				
Needs Assess/Feasibility Study	10,747.80	16,398.02	-5,650.22	-34.5%
Gardening service	0.00	350.00	-350.00	-100.0%
Medical Waste Disposal	348.84	1,258.56	-909.72	-72.3%
Janitorial Service	210.00	210.00	0.00	0.0%
Miscellaneous Maint.	60.00	5,702.00	-5,642.00	-99.0%
Total Building Maintenance	11,366.64	23,918.58	-12,551.94	-52.5%
Building Utilities/Service				
Gas and Electric	2,853.60	3,274.44	-420.84	-12.9%
Water/Sewer	458.87	418.65	40.22	9.6%
Total Building Utilities/Service	3,312.47	3,693.09	-380.62	-10.3%
Total DISTRICT ACTIVITIES	18,035.34	31,622.26	-13,586.92	-43.0%
Total Expense	682,171.20	886,089.58	-203,918.38	-23.0%
Net Ordinary Income	3,428,536.98	3,045,258.75	383,278.23	12.6%
Other Income/Expense				
Other Income				
Transfers In - General	0.00	11,933.86	-11,933.86	-100.0%
Total Other Income	0.00	11,933.86	-11,933.86	-100.0%

**Kensington Fire Protection District
Profit & Loss Prev Year Comparison**

09/04/20

Accrual Basis

July 1 through September 4, 2020

	Jul 1 - Sep 4, 20	Jul 1 - Sep 4, 19	\$ Change	% Change
Other Expense				
Transfers Out - Capital	0.00	11,933.86	-11,933.86	-100.0%
Total Other Expense	0.00	11,933.86	-11,933.86	-100.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	3,428,536.98	3,045,258.75	383,278.23	12.6%



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: Public Safety Building Shared Financing: Decision Plan and Draft Proposal for Board Review

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Discuss the proposed public safety building renovation financing, decision plan for potential occupancy by KPPCSD, and project schedule. Take action as deemed appropriate by the Board of Directors:

- Provide staff direction on financing;
- Provide staff direction on terms to incorporate in a letter or memorandum of understanding for KPPCSD potential occupancy, if the Board desires.

Background

Ross Drulis Cusenbery Architecture (RDC) is in the process of seeking determination by the County of Contra Costa (CCC) on the conceptual design plan for the potential public safety building renovation. While initial verbal feedback through meetings indicated that the it may be possible for approval excluding the elevator, during recent follow-up conversations CCC confirmed that they believe an elevator will be required. Due to current project workload they will not be able to provide an official determination for several weeks (attached).

RDC and the Interim General Managers of KFPD and KPPCSD held a meeting to discuss options for proceeding. In light of the likelihood that an elevator will be required, it is prudent for RDC to develop a final revision of the conceptual design with input from the Police and Fire Chiefs to demonstrate the District’s due diligence. This will provide a comprehensive decision-making package for presentation to the Boards.

The Interim General Managers for both KFPD and KPPCSD have been continuing to discuss the remaining schedule. The proposed project decision process and plan includes the major steps with tentative dates for purposes of providing an overall schedule, updates will be provided as they occur. Some steps assume that KPPCSD will occupy space in the building which could change dependent upon whether the conceptual design will accommodate and decision by either or both Boards. IT may be advisable to establish a Memorandum of Understanding outlining the terms for a smooth and timely decision-making process.

<u>Decision Process and Project Plan</u>	<u>Meeting</u>	<u>Date</u>
Determination of Financing	Regular	9/9/2020
	Regular	10/14/2020
Final Conceptual Design	N/A	September 2020
Presentation of Design to KFPD/KPPCSD Boards/Joint Meeting	Special	Week of 9/28/2020
KFPD Board Discussion/Decision on Joint Occupancy	Regular	10/14/2020

Public Safety Building Shared Financing: Decision Plan and Draft Proposal for Board Review

KPPCSD Board Discussion/Decision on Joint Occupancy	Regular	10/15/2020 or 10/29/2020
<i>(updated schedule in progress)</i>		
Construction Drawings		TBD
Plan Check		TBD
Project Bidding		TBD
Award Construction Project		TBD
Construction Begins		TBD
Project Completion		TBD

The overall cost of the project, and allocation to each agency in the event shared occupancy is determined, is estimated to be:

<u>Construction/Temporary Space</u>	<u>Total</u>	<u>KFPD</u>	<u>KPPCSD</u>
Construction (Based on Conceptual Design Estimate)	\$ 4,579,000	\$ 3,746,000	\$ 833,000
Soft Costs	1,144,750	936,500	208,250
Temporary Space	972,000	972,000	
	<u>\$ 6,695,750</u>	<u>\$ 5,654,500</u>	<u>\$ 1,041,250</u>
Example of Amortized Cost Over 15 Years at 5%		Annual	\$ 100,316
		Monthly	\$ 8,360

Since the District owns the building, the KPPCSD allocation would typically be paid over time as a component of leasing the space or per other agreement. To reflect the commitment of KFPD to renovate the space allocated to KPPCSD an agreement laying out the lease terms would be initiated prior to proceeding. This would include a termination clause in the event KPPCSD plans to terminate occupancy. The potential cash flow has been incorporated into the reserves schedule below. While there would be available Operating Reserves to fund the gap in Capital Outlay Reserves, securing some form of short-term financing from programs such as through the California Special Districts Financing Corporation is an option. Staff is currently gathering information on this program.

	FY 2021 Budget	FY 2022 Budget	FY 2023 Budget	FY 2024 Budget	FY 2025 Budget
<u>Operating</u>					
Beginning Balance	\$ 5,413,569	\$ 5,305,337	\$ 5,900,016	\$ 4,023,147	\$ 4,652,048
Revenues	\$ 4,679,910	\$ 4,766,626	\$ 4,899,932	\$ 4,999,141	\$ 5,091,231
Expenditures	\$ (4,180,831)	\$ (4,014,636)	\$ (4,119,490)	\$ (4,212,929)	\$ (4,323,024)
Transfer In					
Transfer Out-Capital	\$ (607,311)	\$ (157,311)	\$ (157,311)	\$ (157,311)	\$ (157,311)
Transfer Out-PSB			\$ (2,500,000)		
Ending Balance	\$ 5,305,337	\$ 5,900,016	\$ 4,023,147	\$ 4,652,048	\$ 5,262,944
EC Contract Reserve	(3,500,000)	(3,500,000)	(3,500,000)	(3,500,000)	(3,500,000)
Operating Reserves	\$ 1,805,337	\$ 2,400,016	\$ 523,147	\$ 1,152,048	\$ 1,762,944
<u>Capital Outlay</u>					
Beginning Balance	\$ 4,047,723	\$ 4,207,654	\$ 919,665	\$ 393,182	\$ 555,604
Revenues	52,620	54,700	11,956	5,111	7,223
Expenditures	(500,000)	(3,500,000)	(3,195,750)		
Transfer In-Capital Funding	607,311	157,311	157,311	157,311	157,311
Transfer In-Operating			2,500,000		
Transfer Out					
Capital Outlay Reserves	\$ 4,207,654	\$ 919,665	\$ 393,182	\$ 555,604	\$ 720,138

Fiscal Impact

There is no fiscal impact at this time; however, once the Board takes action to proceed with the project budget amendments will include: capital project and funding; operating expenses; and KPPCSD lease revenue.



Mary Morris-Mayorga <mmayorga@kensingtonfire.org>

KPSB: Contra Costa County Communications Status Report

Mark Zall <mzall@rdcarchitecture.com>

Thu, Aug 20, 2020 at 5:46 PM

To: Mary Morris-Mayorga <mmayorga@kensingtonfire.org>

Cc: Mallory Cusenbery <mcusenbery@rdcarchitecture.com>

KPSB: Contra Costa County Communications Status Report

Mary,

I spoke with Judi Kallerman Principal Plan Checker

For Contra Costa County on Tuesday 08/18. Here is a brief summary of that call. Regarding enclosing the second floor deck area and replacement cost valuation required by the seismic restrictions of the Alquist-Priolo Act, they have not made a determination regarding which government entity is responsible for interpretation and enforcement of the act. They raised this issue at a recent all staff meeting, but it did not reach closure. She will continue to move it forward, but there is no information at this time. Regarding the elevator, she thinks that it will be required, but does not yet have a final determination. I asked her to look closely at the plans and our documentation before making a final decision. She said that they are extremely busy and will not be able to get to any of these issues for at least a couple of weeks. She said I may continue to send regular emails and calls trying to move this forward. RDC is working to diplomatically reach closure on these issues with the County.

Regards, Mark

Mark Zall AIA

Associate

RossDrulisCusenbery Architecture Inc.[18294 Sonoma Highway](#)[Sonoma, California 95476](#)

Direct: 707 931-6389

Office: 707 996-8448 X 117



Kensington Public Safety Building
217 Arlington Avenue
Kensington, CA 94707

Conceptual Cost Plan
for
Kensington Fire Station
Renovation

July 22, 2020



1900 Powell Street, Suite 470
Emeryville, CA 94608
ph: 510.595.3020
www.mack5.com

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Variance Report.....	24 - 25

Conceptual Cost Plan

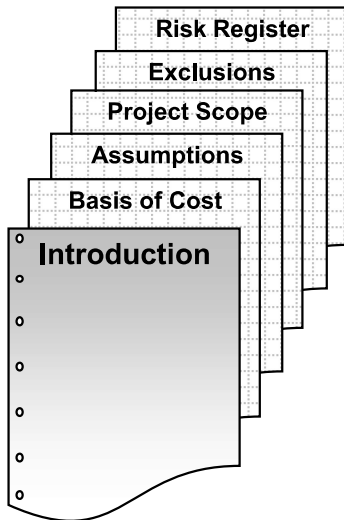
Commentary

Kensington Fire Station

Introduction
Basis of Cost
Assumptions
Exclusions

July 22, 2020

introduction

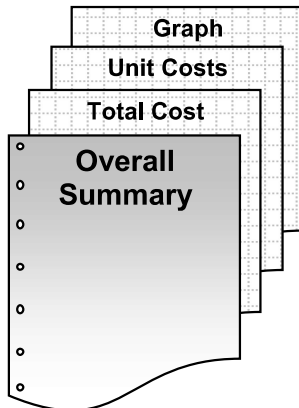


mack5 was requested to carry out a Conceptual Design Cost Plan for the renovation of existing Kensington Fire Station, located at 217 Arlington Avenue, Kensington, CA 94707

The first part of the Report contains the basis of the report, the assumptions made, description of the project scope, and exclusions to the costs which contain items that have potential to impact cost at some point in the future.

The Overall Summary section contains a Summary of Gross Floor Areas, an Overall Project Summary, and Component and Trade Cost Summaries with Graphs.

Each section contains Control Quantities, a Cost Summary and Graph, and a Detailed Breakdown of Costs.



project introduction

Kensington Fire Protection District proposes to renovate the existing fire station. The existing 6,060gsf, 2-story, Kensington Public Safety building houses the fire and police department. It is a wood & steel framed structure constructed in 1971. The building has undergone multiple renovation in 1998, 2004 and 2010. Trash and storage structures have been added behind the building at the north end of the parking lot.

The existing fire station includes 3-apparatus bays (converted to 2), apparatus support spaces including a workshop, medical storage and clean-up room, turnout storage and related janitor facilities, ADA restroom and station office, kitchen, dining, dayroom and laundry room, private sleeping quarters with unisex restrooms and mechanical/electrical/communications rooms.

items used for cost estimate

narrative/drawing Preliminary Space Requirements prepared by
RossDrullisCusenberry Architecture, Inc., dated 08/21/2019
Conceptual Retrofit Design prepared by IDA, dated 09/05/2019

architectural Architectural floor plans prepared by RossDrullisCusenberry
Architecture, Inc., dated 09/05/2019
A-01 Existing first floor
A-02 Existing second floor
Architectural floor plans prepared by RossDrullisCusenberry
Architecture, Inc., dated 06/01/2020
First Floor Option B
Second Floor Option B

assumptions

- (a) Construction will start in September, 2021
- (b) A construction period of 12 months
- (c) The general contract will be competitively bid by a minimum of five (5) qualified contractors
- (d) The general contractor will have full access to the site during normal business hours
- (e) There are no phasing requirements
- (f) The contractor will be required to pay prevailing wages

exclusions

- (a) Cost escalation beyond the midpoint date of March, 2022
- (b) Loose furniture and equipment except as specifically identified
- (c) Compression of schedule, premium or shift work, and restrictions on the contractor's working hours
- (d) Soft Cost such as testing and inspection fees, architectural design and construction management fees, assessments, taxes, finance, legal and development charges
- (e) Scope change and post contract contingencies
- (f) Environmental impact mitigation
- (g) Temporary housing for displaced management and staff
- (h) Moving and relocation cost
- (i) Utility fees

Conceptual Cost Plan

Overall Summary
Kensington Fire Station
Renovation

Gross Floor Areas
Overall Summary
Component Summary
Trade Summary

July 22, 2020

	Area	%	\$/SF	\$,000
Building Renovation	6,480	96%	\$674.83	\$4,373
Site Improvement	7,700	4%	\$26.71	\$206
TOTAL CONSTRUCTION & SITEWORK	6,480	100%	\$706.57	\$4,579

ADD Alternate:	\$,000
ADD: Elevator and wheelchair lift	\$512

Cost Allocation:	
Cost Allocation to Police Department	\$833

Construction Cost Analysis:	\$,000
Replacement Construction Cost	\$8,284
50% Replacement Construction Cost	\$4,142
Renovation Construction Cost (ref. Building Renovation Cost Above)	\$4,373
Overage	\$231

Conceptual Cost Plan

**Building Renovation
Kensington Fire Station**

Control Quantities
Building Renovation Summary
Detailed Cost Breakdown

July 22, 2020

Enclosed Areas		height
First floor	3,120	12.00
Second floor	3,280	14.00

Subtotal of Enclosed Area	6,400
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Covered Area	160
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Subtotal of Covered Area at half value	80
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Total of Gross Floor Area	6,480
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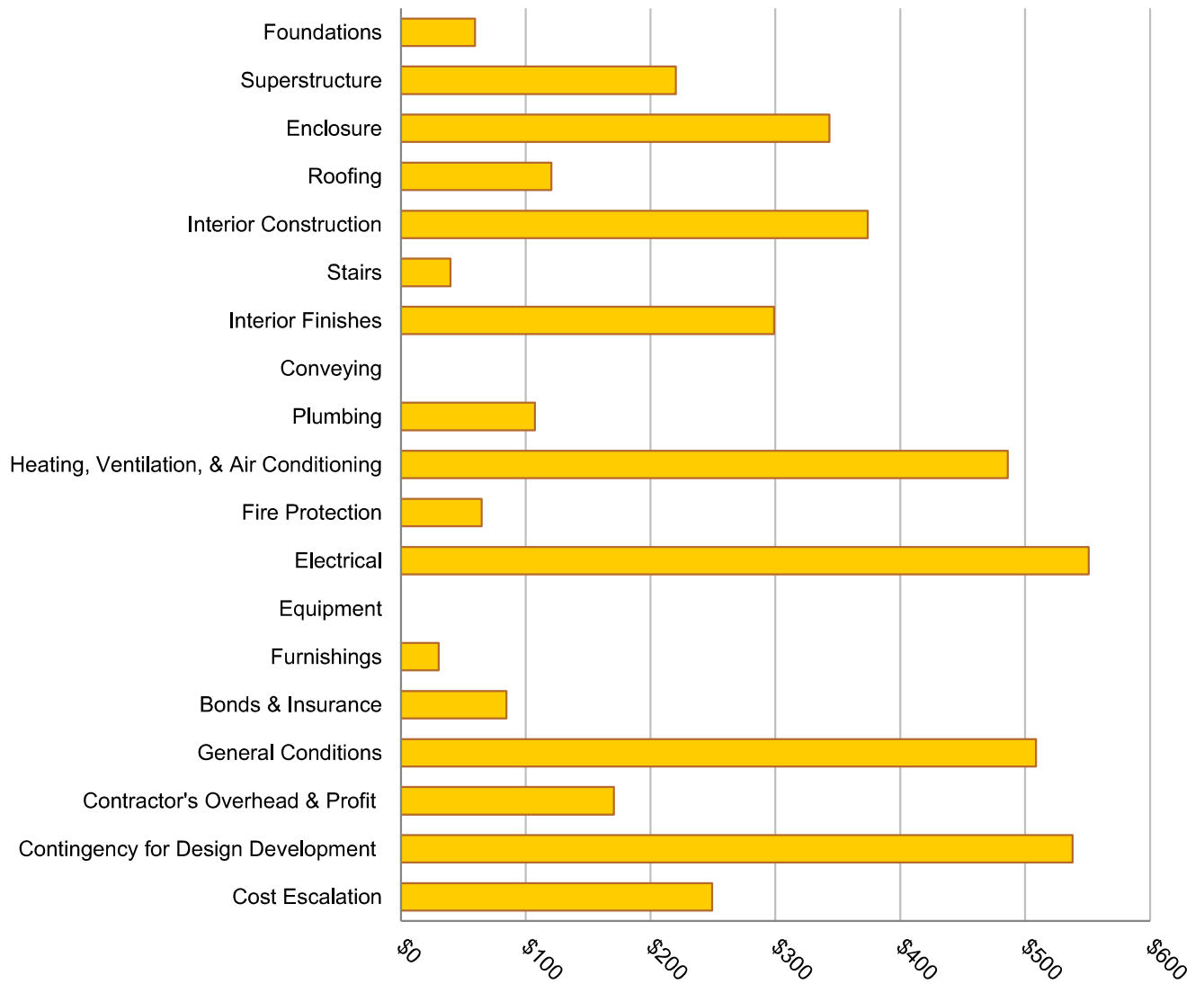
CONTROL QUANTITIES

			Ratio to Gross Area
Number of stories (x1,000)	2	EA	0.309
Gross Area	6,480	SF	1.000
Enclosed Area	6,400	SF	0.988
Covered Area	160	SF	0.025
Footprint Area	3,280	SF	0.506
Volume	83,360	CF	12.864
Gross Wall Area (excluding retaining wall)	4,110	SF	0.634
Finished Wall Area	93%	3,817	SF 0.589
Windows or Glazing Area	7%	294	SF 0.045
Roof Area - Flat	3,882	SF	0.599
Roof Area - Sloping	-	SF	0.000
Roof Area - Total	3,882	SF	0.599
Roof Glazing Area	0	SF	0.000
Interior Partition Length	640	LF	0.099
Elevators (x10,000)	0	EA	0.000
Plumbing Fixtures (x1,000)	13	EA	2.006

CSI UniFormat Summary	6,480 SF	%	\$/SF	,\$000
Foundations		1%	\$9.20	\$60
Superstructure		5%	\$33.98	\$220
Enclosure		8%	\$52.97	\$343
Roofing		3%	\$18.61	\$121
Interior Construction		9%	\$57.69	\$374
Stairs		1%	\$6.17	\$40
Interior Finishes		7%	\$46.15	\$299
Conveying		0%	\$0.00	\$0
Plumbing		2%	\$16.58	\$107
Heating, Ventilation, & Air Conditioning		11%	\$75.00	\$486
Fire Protection		1%	\$10.00	\$65
Electrical		13%	\$85.00	\$551
Equipment		0%	\$0.00	\$0
Furnishings		1%	\$4.69	\$30
Selective Building Demolition		3%	\$19.41	\$126
Subtotal - Building Construction		65%	\$435.46	\$2,822
Bonds & Insurance	3.00%	2%	\$13.06	\$85
General Conditions	17.50%	12%	\$78.49	\$509
Contractor's Overhead & Profit	5.00%	4%	\$26.35	\$171
Subtotal		82%	\$553.36	\$3,586
Contingency for Design Development	15.00%	12%	\$83.00	\$538
Cost Escalation	6.04%	6%	\$38.47	\$249
TOTAL CONSTRUCTION BUDGET		100%	\$674.83	\$4,373

NOTE: Inclusions and Exclusions listed in the Commentary Section.

CSI UniFormat Summary



FOUNDATIONS	Quantity	Unit	Rate	Total (\$)
Special Foundation				
11.2 Add Drilled piers to resist slope failure				
Mobilization and demobilization	1	LS	\$15,000.00	\$15,000
Testing	1	LS	\$10,000.00	\$10,000
18" diameter pier x 10' deep	3	EA	\$8,000.00	\$24,000
Slab On Grade				
Allowance to patch/repair existing slab on grade, affected by the seismic retrofit	1,060	SF	\$10.00	\$10,600
Subtotal For Foundations:				\$59,600

SUPERSTRUCTURE	Quantity	Unit	Rate	Total (\$)
Structural Mitigation				
11.1 Strengthen diaphragm and vertical transition at split level, with plywood diaphragm nailing	425	SF	\$30.00	\$12,750
11.3 Strengthen shear wall at grid 1,4,7,A&E; add plywood shearwalls and holdowns or increase nailing at existing shearwalls and replace holdowns as required	3,504	SF	\$30.00	\$105,120
11.4 Provide holddown to foundation, typical at line E (allow at 12" o.c.)	52	EA	\$205.00	\$10,660
11.4 Provide posts to end of shearwall, typical at line E (allow at 12" o.c.)	44	LF	\$205.00	\$9,020
11.5 Install additional anchor bolts to strengthen connection of moment frame to foundation	1	LS	\$3,500.00	\$3,500
11.6 Strengthen moment frame beams by adding steel to build up beam section	43	LF	\$260.00	\$11,180
11.6 Columns strengthening as required	44	LF	\$260.00	\$11,440
Roof Structure				
Extend roof structure over exterior deck; including plywood sheathing and wood framing	322	SF	\$75.00	\$24,150

SUPERSTRUCTURE

	Quantity	Unit	Rate	Total (\$)
Miscellaneous				
Miscellaneous metal	6,480	GSF	\$2.00	\$12,960
Miscellaneous rough carpentry	6,480	GSF	\$1.00	\$6,480
Temporary scaffolding, shoring and safety measure	6,480	GSF	\$2.00	\$12,960
Subtotal For Superstructure:				\$220,220

ENCLOSURE

	Quantity	Unit	Rate	Total (\$)
Enclosure to (E) exterior deck & App Bay 1				
Wood shingles, complete with water vapor membrane, sheathing, rigid insulation and metal stud frame	180	SF	\$105.00	\$18,900
Exterior Wall				
(N) Horizontal shingles and building paper, over existing plywood	3,637	SF	\$45.00	\$163,643
(N) gypboard, fire taped over (E) plywood - allowance	3,637	SF	\$10.00	\$36,365
Interior Finish To Exterior Wall				
Painted gypwall over insulation and metal stud frame	180	SF	\$16.00	\$2,880
Exterior Windows				
Replace (E) window to match existing	114	SF	\$140.00	\$15,890
(N) Aluminum framed window at dayroom, allow 5-0"high	180	SF	\$140.00	\$25,200
Fascias, Bands and Trims				
Architectural detailing and trim	4,110	GWA	\$3.00	\$12,330
Exterior Doors				
Existing single leaf door, refinished & repaint	5	EA	\$300.00	\$1,500
Replace (E) double leaf door to match existing - to laundry room				<i>NIC, Deleted</i>
New single leaf door to apparatus bay	1	EA	\$3,200.00	\$3,200
Overhead roll-up door at apparatus bay (re-use existing door)	2	EA	\$10,000.00	\$20,000

ENCLOSURE	Quantity	Unit	Rate	Total (\$)
Exterior Soffit				
New wood soffit	160	SF	\$75.00	\$12,000
Miscellaneous				
Caulking and sealants	6,480	GSF	\$2.00	\$12,960
(N) flashing at foundation wall	245	LF	\$75.00	\$18,375
Subtotal For Enclosure:				\$343,243

ROOFING	Quantity	Unit	Rate	Total (\$)
Roof Coverings				
Redo existing asphalt built up roofing system, including rigid insulation	3,560	SF	\$22.00	\$78,320
Extend roofing system to deck area	322	SF	\$50.00	\$16,100
Modification/interface to (E) roofing system	45	LF	\$150.00	\$6,750
Roofing Upstands and Sheetmetal				
Flashing, gutters and rainwater downpipes	3,882	SF	\$5.00	\$19,410
Roof Lights				
Clerestory roof				<i>NIC, Existing to remain in place</i>
Skylights				<i>NIC, Existing to remain in place</i>
Subtotal For Roofing:				\$120,580

INTERIOR CONSTRUCTION	Quantity	Unit	Rate	Total (\$)
Interior Partitions				
Wood stud framing with gypwall on both sides, non-rated allow 10'high	6,400	SF	\$30.00	\$192,000
Premium for 20% rated partition	1,280	SF	\$8.00	\$10,240
Blocking and backing	6,480	GSF	\$2.00	\$12,960
Window Walls				
Sidelight at Capt, allow 7'high	28	SF	\$100.00	\$2,800
Interior glasswall at lobby 106, allow 5'high	40	SF	\$100.00	\$4,000

INTERIOR CONSTRUCTION

	Quantity	Unit	Rate	Total (\$)
Interior Doors & Door Hardware				
Single leaf door	22	EA	\$3,000.00	\$66,000
Double leaf door	1	PR	\$5,000.00	\$5,000
Double leaf door, at storage room	2	PR	\$4,000.00	\$8,000
Premium for specialty door hardwares; card key locking system and automatic openers where required	1	LS	\$10,780.00	\$10,780
Fittings				
Protective guards, barriers and bumpers	6,480	GSF	\$0.50	\$3,240
Prefabricated toilet compartments, showers and accessories				
Toilet Accessories, single stall	4	RM	\$1,000.00	\$4,000
Shower stall and accessories	2	EA	\$3,000.00	\$6,000
Shelving and millwork				
Janitor's shelf and mop rack			<i>NIC, Move to FF&E Budget</i>	
Storage casework			<i>NIC, Move to FF&E Budget</i>	
Hose storage			<i>NIC, Move to FF&E Budget</i>	
Cabinets and countertops				
At workshop			<i>NIC, Move to FF&E Budget</i>	
At EMS Storage & alcove			<i>NIC, Move to FF&E Budget</i>	
At Radio/Map alcove	8	LF	\$500.00	\$4,000
At Decon Rm			<i>NIC, Move to FF&E Budget</i>	
At training room/doc	22	LF	\$600.00	\$13,200
At kitchen			<i>NIC, Reuse Existing</i>	
At laundry			<i>NIC, Reuse Existing</i>	
Pantry casework	6	LF	\$700.00	\$4,200
Entertainment center at dayroom			<i>NIC, Move to FF&E Budget</i>	
District/museum casework			<i>NIC, Move to FF&E Budget</i>	
Built-in desk at business manager & watch office			<i>NIC, Move to FF&E Budget</i>	
Allowance for miscellaneous casework			<i>NIC, Move to FF&E Budget</i>	
Chalkboards, insignia and graphics				
Door ID/signage	25	EA	\$200.00	\$5,000
Directional & wayfinding signs	6,480	GSF	\$1.00	\$6,480
Chalkboards/tackboards and mapping wall			<i>NIC, Move to FF&E Budget</i>	
Retain and remount (E) exterior signage			\$3,000.00	\$3,000
Miscellaneous				
Rough carpentry	6,480	GSF	\$2.00	\$12,960

Subtotal For Interior Construction: \$373,860

STAIRS	Quantity	Unit	Rate	Total (\$)
Stair Construction				
New ADA stair, complete with handrail/guardrail	1	LS	\$35,000.00	\$35,000
Short ADA stair	1	LS	\$5,000.00	\$5,000
Fire pole				<i>NIC, Deleted</i>
Ladders and Fire Escapes				
Roof access ladder				<i>NIC, Keep existing</i>
			Subtotal For Stairs:	\$40,000
INTERIOR FINISHES	Quantity	Unit	Rate	Total (\$)
Floor Finishes				
Durable quality carpet tile in sleep rooms	525	SF	\$8.00	\$4,200
Sealed concrete on apparatus bay & mechanical/electrical room	1,344	SF	\$5.00	\$6,720
Athletic flooring tiles in exercise/fitness room	400	SF	\$12.00	\$4,800
Exposed finished concrete or similar in lobbies and hallway	580	SF	\$25.00	\$14,500
Ceramic floor tile and base at restrooms	305	SF	\$30.00	\$9,150
Resilient sheet flooring in offices, living areas, storage, kitchen & training room	3,246	SF	\$15.00	\$48,690
Water vapor emission control - allowance	4,171	SF	\$4.00	\$16,684
Bases				
Allow for rubber base	1,767	LF	\$4.00	\$7,068
Wall finishes				
Paint to interior walls	12,800	SF	\$3.00	\$38,400
Ceramic tile in bathrooms & showers, allow 6'high	696	SF	\$30.00	\$20,880
Painted plywood wainscot at apparatus bays, 8' high	928	SF	\$7.50	\$6,960
Protective wainscot at primary operational circulation, 48"high				<i>NIC, Deleted</i>
Ceiling Finishes				
Gypsum board ceilings, painted; 30% Lay-in ACT; 70%	3,802	SF	\$25.00	\$95,060
	1,630	SF	\$8.00	\$13,037
Paint exposed ceiling in apparatus bay	968	SF	\$3.00	\$2,904
Allowance for soffits	200	LF	\$50.00	\$10,000
			Subtotal For Interior Finishes:	\$299,053

CONVEYING

Quantity Unit Rate Total (\$)

See ADD Alternate

Subtotal For Conveying:

PLUMBING

Quantity Unit Rate Total (\$)

Plumbing Fixtures and connection piping; including domestic water, sanitary waste, vent and service piping

	13	FX		
Water closet, floor, manual flush	4	EA	\$3,000.00	\$12,000
Lavatory, wall hung, lever faucet	4	EA	\$3,200.00	\$12,800
Kitchen sink, dbl, SS faucet, disposer			<i>NIC, Reuse Existing</i>	
Mop sink, floor type, trim	1	EA	\$3,400.00	\$3,400
Service sink, double	1	EA	\$3,300.00	\$3,300
Laundry sink, single			<i>NIC, Reuse Existing</i>	
Shower receptor, drain, valve & head	2	EA	\$4,400.00	\$8,800
Laundry box, recessed w/ WHA	1	EA	\$2,000.00	\$2,000
Dishwasher (connections only)	1	EA	\$350.00	\$350
Miscellaneous fixtures	6,480	GSF	\$2.00	\$12,960

Plumbing equipments; including water heater, recirculating pump and expansion tank

	6,480	GSF	\$5.00	\$32,400
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Rain Water Drainage

See Roofing Section

Trade Specialties; including testing and sterilization, pipe sleeves, fire stopping, etc.

	6,480	GSF	\$3.00	\$19,440
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Subtotal For Plumbing: \$107,450

HEATING, VENTILATION, & AIR-CONDITIONING

Quantity Unit Rate Total (\$)

Heating & Cooling System

New heating & cooling system; including trade demo, air handling equipments, air distribution system including exhaust & grille, VRF system and fan coil units, controls and instrumentation, system testing & balancing	6,480	GSF	\$75.00	\$486,000
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Subtotal For Heating, Ventilation, & Air-Conditioning: \$486,000

FIRE PROTECTION	Quantity	Unit	Rate	Total (\$)
Fire Sprinkler System				
Automatic fire sprinkler system	6,480	GSF	\$10.00	\$64,800
Subtotal For Fire Protection:				\$64,800

ELECTRICAL	Quantity	Unit	Rate	Total (\$)
Electrical Service and Distribution for normal and emergency power; including distribution equipments, feeders and grounding and miscellaneous equipment connections	6,480	GSF	\$30.00	\$194,400
Lighting and Power Specialties Wiring; including LED lighting fixtures, lighting controls, branch receptacles and branch circuitry	6,480	GSF	\$26.00	\$168,480
Communications and Security				
Fire alarm system	6,480	GSF	\$6.00	\$38,880
Telecommunications rough-in & devices and cabling	6,480	GSF	\$5.00	\$32,400
Public Announce/Fire Alert System	6,480	GSF	\$5.00	\$32,400
Security equipments; including installation, cable and programming	6,480	GSF	\$4.00	\$25,920
Audio Visual system rough-in and power	6,480	GSF	\$4.00	\$25,920
Trade Specialties; including trade demo, seismic restraint, fees & permits, testing & studies and lightning protection	6,480	GSF	\$5.00	\$32,400
Subtotal For Electrical:				\$550,800

EQUIPMENT	Quantity	Unit	Rate	Total (\$)
Commercial Equipment				
Commercial grade kitchen equipments, including (3) refrigerators, (1) freezer, range/oven, hood exhaust, dishwasher, garbage disposal, microwave oven				<i>NIC, FF&E</i>
Residential grade Laundry equipment; Washer & Dryer				<i>NIC, FF&E</i>
Equipments at turnout room				<i>NIC, FF&E</i>
Washer extractor				<i>NIC, FF&E</i>
Drying cabinet				<i>NIC, FF&E</i>
Fitness Equipments				<i>NIC, FF&E</i>
Subtotal For Equipment:				

FURNISHINGS

	Quantity	Unit	Rate	Total (\$)
Fixed Furnishings				
Light control & vision equipments				
Window shades, manual	294	SF	\$15.00	\$4,403
Project screens at training room				<i>NIC, FF&E</i>
Amenities & convenience items				
Fire extinguisher cabinets	1	LS	\$3,000.00	\$3,000
Entrance mats and frames	1	LS	\$5,000.00	\$5,000
Staff mailboxes				<i>NIC, FF&E</i>
Bike storage				<i>NIC, FF&E</i>
Mirrors in exercise/fitness				<i>NIC, FF&E</i>
Wire mesh lockers at turnout room				<i>NIC, FF&E</i>
Shop finish lockers at dorm	18	EA	\$1,000.00	\$18,000
Moveable Furnishings				
Dayroom/Bedroom/sleep room furnishings				<i>NIC, FF&E</i>
Office desk and chairs				<i>NIC, FF&E</i>
Classroom tables and chairs				<i>NIC, FF&E</i>
Subtotal For Furnishings:				\$30,403

SELECTIVE BUILDING DEMOLITION

	Quantity	Unit	Rate	Total (\$)
Exterior Demolition				
Demo and remove (E) shingles at exterior wall	3,637	SF	\$10.00	\$36,365
Demo and remove (E) window glazing	114	SF	\$30.00	\$3,405
Demo and remove (E) apparatus bay roll-up door	3	EA	\$1,500.00	\$4,500
Demo and remove (E) roofing system	3,560	SF	\$3.00	\$10,680
Interior Building Demolition				
Demo and remove (E) gypwall	6,400	SF	\$3.00	\$19,200
Demo and remove (E) floor, wall, ceiling finishes and casework	6,400	SF	\$3.00	\$19,200
Hazardous Materials Abatement - allowance	6,480	GSF	\$5.00	\$32,400
Subtotal For Selective Building Demolition:				\$125,750

Conceptual Cost Plan

**Site Improvement
Kensington Fire Station**

Control Quantities
Site Improvement Summary
Detailed Cost Breakdown

July 22, 2020

Site Improvement Control Quantities	Job #19650
	July 22, 2020

Site Areas

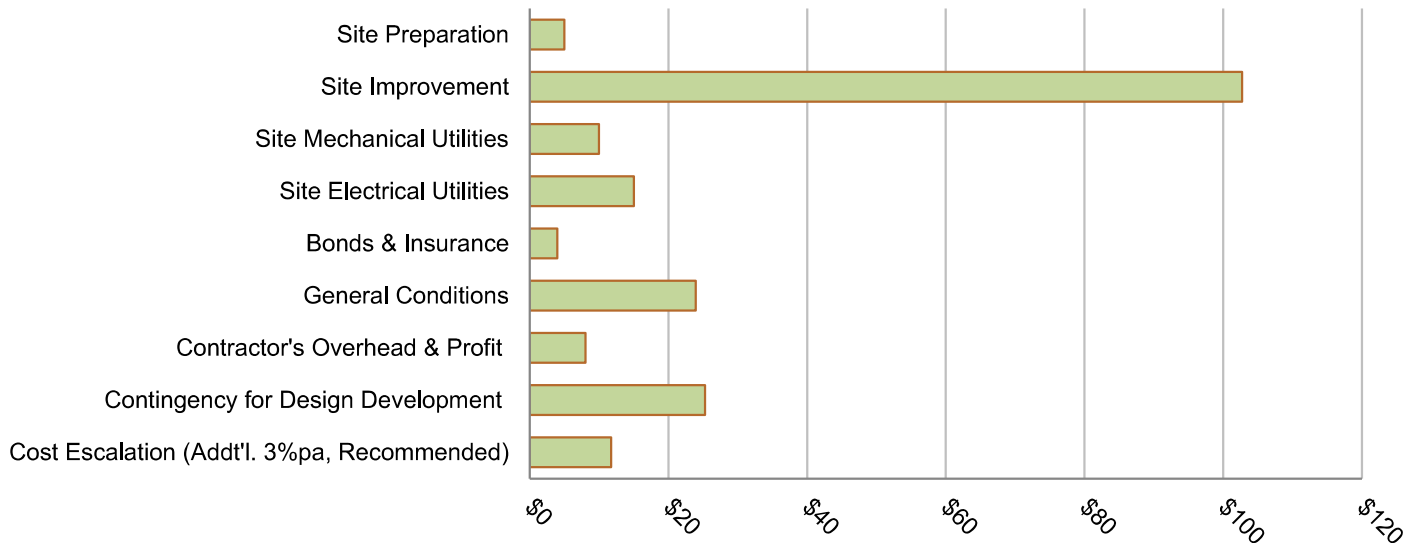
Site Improvement	7,700
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Subtotal of Enclosed Area	7,700
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CSI UniFormat Summary	7,700 SF	%	\$/SF	,\$000
Site Preparation		2%	\$0.65	\$5
Site Improvement		50%	\$13.34	\$103
Site Mechanical Utilities		5%	\$1.30	\$10
Site Electrical Utilities		7%	\$1.95	\$15
Subtotal - Sitework		65%	\$17.23	\$133
Bonds & Insurance	3.00%	2%	\$0.52	\$4
General Conditions	17.50%	12%	\$3.11	\$24
Contractor's Overhead & Profit	5.00%	4%	\$1.04	\$8
Subtotal		82%	\$21.90	\$169
Contingency for Design Development	15.00%	12%	\$3.29	\$25
Cost Escalation (Addtl. 3%pa, Recommended)	6.04%	6%	\$1.52	\$12
TOTAL CONSTRUCTION BUDGET		100%	\$26.71	\$206

NOTE: Inclusions and Exclusions listed in the Commentary Section.

CSI UniFormat Summary



SITE PREPARATION	Quantity	Unit	Rate	Total (\$)
Allowance for erosion control	1	LS	\$5,000.00	\$5,000
Subtotal For Site Preparation:				\$5,000
SITE IMPROVEMENT	Quantity	Unit	Rate	Total (\$)
Vehicular Paving				
Existing parking - allowance for concrete repair and restriping	5,100	SF	\$5.00	\$25,500
Existing driveway Apron; patch/repair as required	900	SF	\$10.00	\$9,000
Replace (E) driveway/ramp	320	SF	\$35.00	\$11,200
Pedestrian Paving				
Replace (E) sidewalk	440	SF	\$25.00	\$11,000
Replace (E) curb and gutter	100	LF	\$50.00	\$5,000
Landscape and Irrigation				
Replace (E) landscape area	240	SF	\$25.00	\$6,000
Site Improvement				
Modify/replace (E) concrete ramp, curbs and gutter, landscaping and concrete planters - along Arlington Avenue	700	SF	\$50.00	\$35,000
Subtotal For Site Improvement:				\$102,700
SITE MECHANICAL UTILITIES	Quantity	Unit	Rate	Total (\$)
Allowance for minor modification	1	LS	\$10,000.00	\$10,000
Subtotal For Site Mechanical Utilities:				\$10,000
SITE ELECTRICAL UTILITIES	Quantity	Unit	Rate	Total (\$)
Electrical Service and Distribution				
Add EV Stations (Dual) with (2)-40A Wiring	1	EA	\$15,000.00	\$15,000
Site Lighting				<i>NIC, Existing to remain</i>
Site Communications and Security				<i>NIC, Existing to remain</i>
Subtotal For Site Electrical Utilities:				\$15,000

Conceptual Cost Plan

Alternates
Kensington Fire Station

Alternates Cost Breakdown

July 22, 2020

ADD: Elevator and wheelchair lift	Quantity	Unit	Rate	Total (\$)
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ADD:

Structural Foundation

Elevator pit; including excavation & offhaul, waterproofing membrane, reinforced concrete wall & mat foundation/slab on grade	1	LS	\$50,000.00	\$50,000
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Structural Elevator Wall & Framing

2-hour rated elevator shaft	624	SF	\$45.00	\$28,080
Miscellaneous structural steel framing to new opening, 2F	24	LF	\$300.00	\$7,200
Allowance for machine room	1	LS	\$10,000.00	\$10,000

Elevator

Passenger elevator, hydraulic, 2-stops	1	EA	\$160,000.00	\$160,000
Wheelchair lift	1	EA	\$35,000.00	\$35,000
Elevator pit ladder	1	EA	\$5,000.00	\$5,000

Electrical Allowance

Elevator & wheelchair connection, including upgrade to service and distribution system	1	LS	\$25,000.00	\$25,000
Elevator cab lighting & connection	1	LS	\$5,000.00	\$5,000
Fire alarm & data connection	1	LS	\$5,000.00	\$5,000

Mark-up's per Overall Summary	54.97%			\$181,560
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Subtotal For Add: Elevator And Wheelchair Lift: \$511,840

Cost Breakout for Police Department	Quantity	Unit	Rate	Total (\$)
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Gross Floor Area

First floor, PD net	978	SF		
First floor, Shared net (includes lobby, conference/interview, secure hallway, restroom (calculated 1/2 of the area)	209	SF		
Grossing factor, 4%	48	SF		

PD Area	1,235	SF	\$435.46	\$537,793
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Mark-up's per Overall Summary	54.97%			\$295,633
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Subtotal For Cost Breakout For Police Department: \$833,426

Conceptual Cost Plan

Variance Report
Kensington Fire Station

Comparison Summary
Variance Analysis

July 22, 2020

	<i>DELTA</i>	<i>Building Option B Conceptual</i>		<i>Previous Option C Dated 12/23/2019</i>	
		<i>\$/SF</i>	<i>\$,000</i>	<i>\$/SF</i>	<i>\$,000</i>
CSI UniFormat Summary					
Foundations	\$2	\$9.20	\$60	\$9.35	\$58
Superstructure	\$30	\$33.98	\$220	\$30.55	\$190
Enclosure	\$31	\$52.97	\$343	\$50.31	\$313
Roofing	\$32	\$18.61	\$121	\$14.32	\$89
Interior Construction	\$9	\$57.69	\$374	\$58.72	\$365
Stairs	\$10	\$6.17	\$40	\$4.83	\$30
Interior Finishes	\$39	\$46.15	\$299	\$41.89	\$260
Conveying		-	-	-	-
Plumbing	\$3	\$16.58	\$107	\$16.86	\$105
Heating, Ventilation, & Air Conditioning	\$20	\$75.00	\$486	\$75.00	\$466
Fire Protection	\$3	\$10.00	\$65	\$10.00	\$62
Electrical	\$23	\$85.00	\$551	\$85.00	\$528
Equipment		-	-	-	-
Furnishings	\$3	\$4.69	\$30	\$4.46	\$28
Subtotal - Building Construction	\$206	\$435.46	\$2,822	\$420.99	\$2,616
Site Preparation		\$0.77	\$5	\$0.80	\$5
Site Improvement		\$15.85	\$103	\$16.53	\$103
Site Mechanical Utilities		\$1.54	\$10	\$1.61	\$10
Site Electrical Utilities		\$2.31	\$15	\$2.41	\$15
Subtotal - Sitework		\$20.48	\$133	\$21.36	\$133
Total - Building and Sitework Constr	\$206	\$455.93	\$2,954	\$442.35	\$2,748
Bonds & Insurance	\$7	\$13.68	\$89	\$13.20	\$82
General Conditions	\$38	\$82.18	\$533	\$79.67	\$495
Contractor's Overhead & Profit	\$13	\$27.59	\$179	\$26.72	\$166
Contingency for Design Development	\$39	\$86.91	\$563	\$84.34	\$524
Cost Escalation	\$42	\$40.28	\$261	\$35.25	\$219
TOTAL CONSTRUCTION BUDGET	\$344	\$706.57	\$4,579	\$681.52	\$4,234
GROSS FLOOR AREA	267 SF	6,480 SF		6,213 SF	



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: Office Space Lease

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Consider authorizing the Interim General Manager to negotiate a lease for office space.

Background

With the transition of staff last year, administrative working space was eliminated in the Public Safety Building. Due to the pandemic and with an Interim General Manager this has been workable for the most part by utilizing remote work options; however, this is not ideal and would not be recommended for the future. As the District proceeds toward the Public Safety Building Renovation (and even if it is determined that the renovation will not proceed for any reason), it is recommended that office space be secured for administrative staff.

It may be beneficial to share office space with KPPCSD to recognize cost-savings. This may be the case whether or not it is determined they would occupy space in the Public Safety Building as there would be some transition for that agency in either case. Staff has proposed the idea and is waiting for confirmation from KPPCSD.

Housing administrative staff in the renovated public safety building once complete is not advisable or recommended due to a variety of concerns and issues (safety, conceptual design layout/space needs, etc.). Therefore, the need for leased office space will not be eliminated with completion of the renovation (or lack thereof).

Basic office space needs include: three workstations, copier/workspace, conference/meeting room for seven or eight, and convenient location in close proximity to the public safety building. Options that have been considered include:

1. Arlington Community Church
The church does not rent space; however, will allow occasional use of conference room space limited to a few hours. All of the accessible ground space is occupied by church staff while the upper floor is not accessible.

2. Office suites adjacent to Ace Hardware
The office building is currently rented. In addition, it is unclear whether egress and parking meet accessible standards and the second floor is not accessible.
3. 289 Arlington Avenue (1,200 SF)
This space is 19' wide making it workstation efficient for four (4) KFPD workstations, copier/workspace and conference/meeting room. The location is down the street from the Public Safety Building which would allow for additional conference/meeting room space for fire staff. There may be space for four (4) KPPCSD workstations. While the owner is open to negotiate and willing to undertake improvements including: new storefront, accessible restroom and others to be determined; they have not been responsive in confirming.
4. Naris's Restaurant
The building has been closed for decades without any new tenants. There have been failed efforts to build new apartments. Given the past this large empty space is not a likely candidate for a small office space.
5. Shoemaker @ the Circle
This appears to approximately 300 SF which is insufficient for three (3) workstations and conference room for six or more; therefore, not large enough.
6. 396 Colusa Ave (just available)
Space is approximately 1,150 SF with a narrow deep floor comparable to 289 Arlington Avenue with potential for a usable layout and in good condition. This space is a bit more modern with accessible restroom and is still in reasonable proximity to the Public Safety Building.

The rental space search presently and over the past several years shows few accessible office spaces are/have been available; waiting creates the potential for loss of desirable/usable space.

Fiscal Impact

The annual estimate for leased office space is \$30,000 - \$35,000 would be included in the Fiscal Year 2020-2021 Office Costs budget. If there is the option to include KPPCSD in utilization of the space, the cost would be offset by receipt of corresponding lease amount from KPPCSD.



TO: Board of Directors
Kensington Fire Protection District

DATE: September 9, 2020

RE: PROPOSED AMENDMENT TO POLICY 8 CHECKING ACCOUNT (FIRST READING)

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends the Board consider approving proposed amendments to *Policy 8 Checking Account* and holding the first reading.

Background

At the August 12, 2020 Board of Directors meeting, the Board authorized the Interim General Manager to pay recurring bills and provide a monthly report. In addition, the Board adopted a resolution temporarily increasing the checking account limit from \$35,000 to \$150,000. Staff presented proposed amendments to *Policy 8 Checking Account* to increase the checking account limit in order to facilitate better workflow and payments; however, due to concerns regarding the potential loss of interest additional information is being provided on.

<u>Checking Account Increased Balance Analysis</u>	<u>Current</u>	<u>Proposed</u>
Maximum Balance	\$ 35,000	\$ 200,000
Mechanics Bank Interest Rate	0.35%	0.35%
LAIF Interest Rate	1.47%	1.47%
 Annual Revenue/Expense		
Interest Earnings - Mechanics Bank (on maximum balance)	\$ 123	\$ 700
Interest Earnings - LAIF (on proposed - current maximum)	2,426	(2,426)
Staff Time - County coordination/vendor communication	(4,550)	4,550
Net Savings/(Cost)	<u>\$ (2,001)</u>	<u>\$ 2,824</u>

Fiscal Impact

Lost interest revenue is more than offset by staff time expended on County payment coordination combined with vendor communication on outstanding invoices.

Attachments: Policy 8 Checking Account (redline and clean)

KENSINGTON FIRE PROTECTION DISTRICT
OPERATIONS MANUAL

Policy Title and Number: 8 Checking Account

8.10 The District shall maintain a revolving fund checking account at a local bank. The balance in said account shall at no time exceed \$200,000. The General Manager or their designee shall request replenishment of this fund from the County through its accounts payable process.

8.20 Checks written on the account must be authorized by the KFPD budget. Two signatures are required on every check. Said signatures shall be those of the General Manager and/or the Directors on the Finance Committee.

8.30 Documentation such as receipts and/or invoices shall be maintained for the amount of each expenditure.

8.40 Voided checks shall be maintained in the District's files with the signature portion removed.

KENSINGTON FIRE PROTECTION DISTRICT
OPERATIONS MANUAL**Policy Title and Number: 8 Checking Account**

8.10 The District shall maintain a revolving fund checking account at a local bank. The balance in said account shall at no time exceed \$~~35200~~,000. The General Manager or their designee shall request for replenishment of this fund from the County through its accounts payable process ~~to replenish the checking account in the amount of the checks written during the preceding month.~~

8.20 Checks written on the account must be authorized by the KFPD budget. Two signatures are required on every check. Said signatures shall be those of the General Manager and/or the Directors on the Finance Committee.

8.30 Documentation such as (Receipts and/or invoices) shall be maintained for the amount of each expenditure.

8.40 Voided checks shall be maintained in the District's files with the signature portion removed.

3566453.1

Item 7.8.5

PROPOSED INITIAL SAFETY PARKING CHANGES FOR KENSINGTON, PHASE ONE

As everyone knows, Kensington is a small town built gradually over several decades but not optimally planned. Our terrain is steep and complex, our roads are narrow and winding, and parking is a perennial problem. We have over 5000 people clustered into a square mile. Getting cars past each other on these narrow streets is difficult at the best of times. We have to make plans in case of emergency.

What we've learned is that in the event of an emergency – such as a fire roaring through Tilden Park – we need better plans in order to evacuate everyone effectively. Our Police and Fire Departments are working together to raise everyone's awareness and help get residents prepared to evacuate. A big part of this is making sure that your path to safety is as clear as possible. And that may require a few changes.

Last year the Fire Board commissioned a Traffic Evacuation Study using experts from UC Berkeley's Institute for Transportation Studies. These experts measured every street in town and counted the cars. They planned out possibilities for evacuating. And they made a series of recommendations for how we can change our traffic patterns to help everyone evacuate more safely.

With this new Traffic Evacuation Study, we have data to work with. The most problematic area for evacuation in town is the southeast part. This roughly encompasses the neighborhoods from the Summit Reservoir to around Hilltop School. The streets are narrow and steep, and parking is tight. And it's not always oriented in the most efficient direction for evacuation and safety.

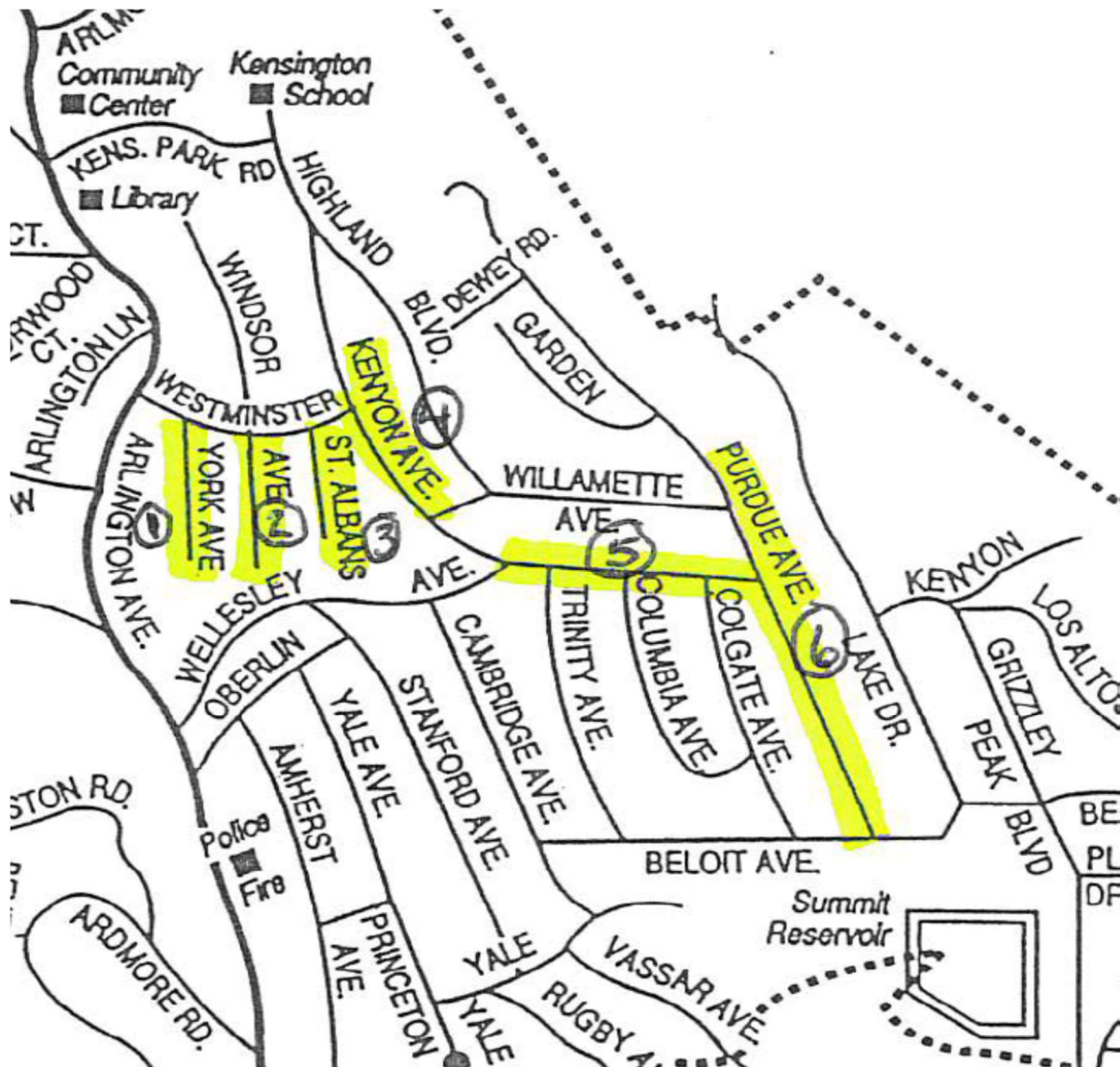
In considering traffic recommendations, we focused first on the area around Hilltop School, because we want to keep our children safe and be able to get them out quickly in case of emergency. This means coordinating those plans with surrounding streets. There are some changes in the orientation of parking on some street segments that can be made for everyone's safety.

At the outset, we want to consider six changes, which fall into two groups. The first group is the three one-block cul-de-sacs off Westminster. These are York, Windsor, and St. Albans. Right now, the cars are parked on the west side of the street, facing the cul-de-sac. And frankly, that's very hazardous. In case of an emergency, every car on that street has to do a K-turn to face outward. This will slow everyone's evacuation. And if someone tries to drive to the end of the cul-de-sac to turn around, they'll be going in the opposite direction of evacuating traffic. So this is not workable.

On these three blocks, it makes sense to turn parking to the other side of the street, facing north toward Westminster. It's a simple shift, but it can save lives.

Item 7.8.5

The second group of considered changes is on Purdue and Kenyon. Specifically, the changes are:



1. **York Avenue** (Note: new direction the parked vehicles will now be facing, is outward towards Westminister, no longer facing the end of the cul-de-sac).
2. **Windsor Avenue** (Note: new direction the parked vehicles will now be facing, is outward towards Westminister, no longer facing the end of the cul-de-sac).
3. **St. Albans** (Note: new direction the parked vehicles will now be facing, is outward towards Westminister, no longer facing the end of the cul-de-sac).
4. **Kenyon Avenue** between Willamette Avenue and Westminister. (Note: -New direction the parked vehicles will now be facing, is downhill towards Arlington Avenue).
5. **Kenyon Avenue** between Purdue Avenue and Wellesley Avenue. (Note: -New direction the parked vehicles will now be facing, is downhill towards Arlington Avenue).
6. **Purdue Avenue** between Beloit Avenue and Kenyon Avenue. (Note: -New direction the parked vehicles will now be facing, is downhill towards Arlington Avenue).

Item 7.8.5

We believe, based on the data from the traffic study and the larger picture for all of Kensington, that these changes are going to make this neighborhood safer. We know it's not a perfect solution for everyone. Some people will feel inconvenienced. We understand that, and we're sorry to have to ask you to change. But this is good change, and we hope you'll cooperate to help your neighbors.

We want to hear your concerns, and we'll do everything we can if there's a problem. We also want you to think of your neighbors, not just in your immediate neighborhood, but in those uphill from you and downhill from you, wherever you live. All of you will have to evacuate in case of an emergency. A choke point, a traffic jam, anywhere in the system will affect others. And these choke points prevent fire engines and other emergency vehicles from getting where they need to be. Many of our street segments that will need to be used in an evacuation have parking on both sides of the street with room for only one lane of traffic. All the cars on one side of the street will have to do K-turns to face the evacuation direction. The cumulative effect of this pattern will stall evacuation for blocks and blocks, taking time that we will not have.

These are the first of a number of changes that Kensington Police and Fire, working with the County Supervisor's office, will want to propose. But other things are happening. We're removing the concrete bollards around Kensington Park and elsewhere and replacing them with chain link that can be removed in emergencies to help evacuation. We've arranged with Sunset View Cemetery to allow evacuation through their property at the gate at Sunset and Franciscan. Our traffic experts estimate that this will drain 30% of traffic through the hills and alleviate stress on surrounding streets. And once we work out the details, you should be seeing blue emergency evacuation signs at important intersections throughout town.

We ask the District Boards and the people of Kensington to support these proposed changes because in an emergency they will save lives. Please approve the proposed motions so that we can proceed in this vital work. Thank you.

1. The Board considers approving a request sponsored by the KPD and the Emergency Preparedness Committee of the KFPD, based on recommendations of the Traffic Evacuation study commissioned by the KFPD, to recommend to the County proposed parking orientation changes on six Kensington street segments. (ACTION)

2. The Board considers approving the production of an educational video, to be accessed on the websites of both Boards, with public safety officials explaining the need for evacuation preparations and how proposed parking changes implement that. (ACTION)

Meeting Background and Notes Provided by Supervisor Gioia's Office

Kensington Red Flag Parking

Background

In 2019, Supervisor Gioia's office started convening a regional group of residents, fire agency officials, law enforcement officials, representatives from the County Office of Emergency Services, PG&E and EMBUD focused on wildland fire prevention and response along the Wildcat Canyon/Tilden Park urban interface with residential areas.

This group was started after being contacted by various residents and local fire safety groups along the Wildcat Canyon/Tilden Park urban interface asking Supervisor Gioia about wildland fire prevention and response. These communities include Kensington, El Cerrito, East Richmond Heights, Richmond and El Sobrante. All of these communities are represented at the meetings.

The goal was to have representatives from each community, agency, and organization rather than an open town hall style approach, which could operate like a working group. Supervisor Gioia's office offered to facilitate the working group's efforts for as long as needed or wanted. This informal group is a regional community collaborative, and not an official county effort. No votes are taken; and there are no officers.

Participation from Kensington has been from the Kensington Public Safety Council, Kensington Fire and Police officials, KPPCSD and Kensington Fire Protection District Board members, KPOA, KIC, and Kensington Neighbors for Wildfire Prevention.

Meeting topics have included vegetation management in East Bay Regional Park District lands, cameras and other technological methods of fire detection, evacuation planning, vegetation management in residential areas along the interface (creating defensible space), PG&E Planned Power Outages including EBMUD reservoir capacity when power is out; Contra Costa County's emergency warning system, and recently, interest by some community members in creating an East Bay Hills Wildland Fire Joint Powers Authority.

Kensington Parking and Evacuation Planning

At a May 27, 2020 meeting, the agenda included a brief presentation from Kevin Padian, Kensington Fire Protection District Board member, on a Kensington evacuation plan analysis commissioned by the District, at his request. Parking along the interface has been a topic of discussion at several meetings, primarily on the impacts of parked cars on narrow and/or dead-end roads during an evacuation. A restricted parking model used in Los Angeles County was mentioned as an example.

During this discussion, there was lack of clarity on the roles of County Public Works and local law enforcement with parking or transportation flow changes. There was a decision to hold a separate, Kensington focused meeting to discuss this further, as part of planning next steps.

Kate Rauch in Supervisor Gioia's office offered to host a meeting on Zoom, and Supervisor Gioia offered to facilitate. Kate asked residents to suggest who should be invited, and received several responses over the following weeks.

The Zoom meeting was held on July 9, 2020. Attendees included Larry Nagel (KFPD), Kevin Padian (KFPD), Monish Sen (County Public Works Traffic Engineer), Jerry Fahy (County Public Works Transportation Division), Brad Harms (Kensington Police), Christopher Deppe (KPPCSD), Bill Lindsay (KPPCSD manager), Michael Pigoni (EC/Kensington Fire), Walt Schuld (Kensington Police), Cyrus Modavi (KPPCSD), and Mary Morris-Mayorga, (KFPD administrator).

Item 7.8.5

Kensington Police Officer Brad Harms had worked on parking configuration changes to support traffic flow in the event of an evacuation, which he presented at this meeting. The concept applies to six streets, where he recommends changing the direction of parking, to allow for more efficient egress in an emergency.

Officer Harms had discussed the concept with County transportation engineers and had a clear idea of what would be involved to make the changes.

County traffic engineer Monish Sen discussed the County's role in making these changes.

Officer Harm's plan starts with community outreach to residents in all affected streets/blocks. There was discussion on how this outreach should be done; how to reach people and invite them to block meetings (via Zoom). Various outreach methods discussed included a video, social media, websites.

There was discussion of how to decide whether to make the parking changes. Need a neighborhood majority of support? If so, what is the majority. Can/should the changes be done without this?

Board of Supervisors needs to pass a traffic resolution in order for the changes to be effective (as a consent item). Supervisor Gioia said he would support as long as both the KPPCSD and KFPD Boards adopted resolutions of support. The resolution can be placed on Board of Supervisors agenda pretty quickly after the District Boards passed their own resolutions of support. Important to act quickly since it is fire season.

General support expressed for the plan, contingent on neighborhood outreach and buy-in. Concern expressed for taking quick action because of fire season.

Next steps identified: Discussion by district boards, and community/neighborhood outreach.



Mary Morris-Mayorga <mmayorga@kensingtonfire.org>

Re: proposed parking changes to Windsor Avenue

Julie Stein <jstein@kensingtonfire.org>

Fri, Aug 14, 2020 at 2:32 PM

To: Elaine Emery <hipon@aol.com>

Cc: Walt Schuld <wschuld@kppcsd.org>, cdeppe@kppcsd.org, rsherriswatt@kppcsd.org, enottoli@kppcsd.org, shacaj@kppcsd.org, cmodavi@kppcsd.org, Don Dommer <ddommer@kensingtonfire.org>, Janice Kosel <jkosel@kensingtonfire.org>, Larry Nagel <lnagel@kensingtonfire.org>, Kevin Padian <kpadian@kensingtonfire.org>, Mary Morris-Mayorga <mmayorga@kensingtonfire.org>, Michael Pigoni <MPigoni@ci.el-cerrito.ca.us>

Dear Ms. Emery,

Thank you for taking the time to write and for including the Kensington Fire Protection District Board of Directors in your correspondence. I have copied the KFPD Interim General Manager Mary Morris-Mayorga and Fire Chief Michael Pigoni. Please note that as a governing body, the KFPD board of directors has not discussed the proposed parking changes at any meeting of the full board of directors.

You can find the fire board meeting agendas on our website: <https://www.kensingtonfire.org>
The next regular board of directors meeting is scheduled for Wednesday September 9 at 7pm.

Best regards,
Julie Stein
President, 2020
Kensington Fire Protection Board

On Fri, Aug 14, 2020 at 2:16 PM Elaine Emery <hipon@aol.com> wrote:

From Windsor Avenue residents:

There has been much discussion on our block about this proposal. Upon learning that the County will honor a majority opinion on any individual block, I canvassed all 31 residents. We have 29 who are against the change, and two who are neutral.

Almost all residents on our block prefer, or strongly prefer that we continue parking on the west side, but be allowed to face our cars toward Westminster. We understand that it's a CA Vehicle Code issue, but can this option please be explored? This would preserve the sight-line from one end of the block to the other, and would mitigate the worry about parking under poles and wires.

One response was virtually unanimous: that the proposed parking change would do nothing to help in the event of a disaster. The difficulty will be as we try to enter Westminster from our block, and even worse from Westminster onto Arlington. There is strong feeling on this point. Access to Arlington is already a big headache, every morning at the normal busy times.

Several other concerns that were raised:

--Many feel strongly about not parking directly under the telephone poles and wires in case any of those come down.

--Cars parking on the east side reduces our 'sight line.' A substantial safety issue when kids are playing in the street, and for anyone pulling out of a driveway. It's not uncommon for delivery drivers or non-residents to go too fast on our block for reduced sight lines to be safe.

--Reduced number of parking spaces? Some are not convinced that the east side offers as much parking as the west.

--When ATT, Comcast, Sonic, etc. come to work on their equipment, they need to park right under those poles. As it is now, those areas are always open.

Concern was raised about maintaining good relations with our police, if this new mandate were to result in tickets or fines.

Respectfully,

Elaine Emery

--

Julie Stein
Director and President, 2020
Kensington Fire Protection District
www.kensingtonfire.org

**Draft Proposed Job Description
Emergency Preparedness Coordinator, KFPD**

The Kensington Fire Protection District (KFPD) seeks a part-time Coordinator of the implementation of Emergency Preparedness measures approved by the KFPD Board. Principal duties will be in three major areas:

1. Rebuilding of Kensington's CERT program, including not only earthquake preparation but emergency evacuation procedures, house hardening and safe vegetation practices, and neighborhood alert coordination;
2. Education of Kensington's public about emergency alert and evacuation procedures and advice, using District website and other media, NextDoor, the Outlook and other outlets, in coordination with the Emergency Preparedness Committee;
3. Working with local and county officials to implement the District's goals of emergency preparedness and public safety.

The Coordinator will report to the District's General Manager through the EPC, which will set the immediate goals and objectives of the position, with the general supervision of the KFPD Board. This is a position of activism, communication, and education, not of administration.

The successful candidate will have at least a Bachelor's Degree with a specialization (or substantial life experience) in public administration, writing, conservation biology, or any field related to public safety and communication. CERT expertise is required. Familiarity with District structure and operations is desirable but can be acquired on the job. Salary and hours, not to exceed 50%, are negotiable depending on experience.

Candidates will please submit a CV with personal contact information, along with a statement of no more than a page summarizing your training and experience and why you are the best fit for this position. Send to fire@kensingtonfire.org by [date]. The KFPD is an equal opportunity employer. [etc.]

BHI MANAGEMENT CONSULTING

"Organizational Efficiency for Public Agencies"

To: Board of Directors - Kensington Fire Protection District

From: Brent Ives, BHI Management Consulting

Subject: Status Report on Permanent GM Recruiting Efforts

Date: September 5, 2020

On April 8th, 2020 at the Board of Directors Regular meeting, a proposal was approved with BHI Management Consulting to begin recruiting for both an interim and permanent District General Manager positions. This report is to advise the Board of Directors on the status and next steps status of the recruitment effort for the permanent GM position as of the date above.

- On August 14 the posting closed for the position.
- Eleven candidates applied for the position.
- The Consultant reviewed all candidates against the GM profile that the Board had worked out in April of this year and separated the candidate pool into three levels.
 - C candidates are clearly not qualified; here are three in this level.
 - B candidates are marginally qualified for the position; there are three in this level.
 - A candidates are well qualified for the position, there are five in this level.
-
- The Consultant performed a deeper information dive on those most qualified including checking references, checking social media, and contacting each of them for a pre-review meeting to be sure all clearly knew of District interest in them and to be sure they clearly understood the particulars of the position. I also shared all paper application information of those in both A and B groups with the Committee for their review.
- The Consultant and the Committee met to allow for review of all candidates with Consultant and decide how to proceed. Upon careful review and discussion it was decided to do an introduction meeting with those candidates in the A group. Those introduction meetings occurred on Thursday and Friday September 3rd and 4th. Resulting from those introductions, four final candidates were chosen to move ahead to the full Board for interviews.

- The Consultant is now looking for dates to proceed with the interviews of those four candidates. It is recommended that September 17 and 18 be set to schedule those Zoom interviews. If possible, it would be best for that decision to interview be made at tonight's Board meeting.

These will both need to be properly notified closed sessions of the Board.

I would recommend that we interview two candidates on the evening of Thursday the 17 and two on the morning of the 18th. Should that be the case, I will proceed to schedule interviews. It is important to point out that on the 17th, prior to the first interview, I will need 30 minutes with the Board to assure that all are properly prepared for the interviewing processes. On the 18th, after the final interview, we will need to stay in meeting to compare notes and, if possible, choose the candidate to whom you'd like to extend an offer. I will advise on next steps should we reach that decision at that meeting.

-

- Should tonight's meeting yield those decisions requested, tomorrow, September 10th, the Consultant will create a sharable Dropbox file for all Board members to have access to the application paperwork of all qualified candidates (A and B candidates). I will also include a file of interviewing questions from which I would need feedback on your 5-6 favorites, in your own words. From this process I will compile the final set of interviewing questions for the Board to use with finalists and send along guidance for conducting proper interviews. I will vet those questions back with the Board as we move closer to interview dates and have those ready for you then on the interview dates.

In the meantime, you have questions or identify individuals whom I should contact about the position, please advise.

Thank you,

Brent H Ives

Brent Ives, Principal
BHI Management Consulting
(209)740-6779

**MINUTES OF THE MARCH 2, 2020 FINANCE COMMITTEE MEETING
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

Date of Meeting: March 2, 2020

Time of Meeting: 4 p.m.

**Place of Meeting: Kensington Public Safety Building, Conference Room
217 Arlington Avenue, Kensington, CA 94707**

PRESENT: **Directors Present:** Julie Stein & Don Dommer
 Staff: Chief Pigoni, Glenn Lazof of RGS, Shahrzad Pantera of RGS,
 Sasha Amiri-Nair of RGS
 Public: Cyrus Modavi, Lynn Wolter

CALL TO ORDER:

President Stein called the meeting to order at 4:02 p.m. and called roll.

PUBLIC COMMENT:

None.

(5 on the agenda) Midyear Review a. Fire Contract:

Chief Pigoni gave his review of the Fire Contract and there was a discussion had by the committee.

(5 on the agenda) Midyear Review b. District Budget:

Glenn Lazof gave his report on the District Budget and there was a discussion had by the committee.

(3 on the agenda) FY 2019 Kensington Fire Protection District 2019 – Financial Statements – Final:

There was a discussion had by the committee. No action was taken.

ADJOURNMENT: The meeting was adjourned at 6:07 p.m.

These minutes were approved at the Finance Committee Meeting on August 27, 2020.

Attest:

Finance Committee Member

**MINUTES OF THE MARCH 2, 2020 FINANCE COMMITTEE MEETING
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

Date of Meeting: March 2, 2020

Time of Meeting: 4 p.m.

**Place of Meeting: Kensington Public Safety Building, Conference Room
217 Arlington Avenue, Kensington, CA 94707**

PRESENT: **Directors Present:** Julie Stein & Don Dommer
 Staff: Chief Pigoni, Glenn Lazof of RGS, Shahrzad Pantera of RGS,
 Sasha Amiri-Nair of RGS
 Public: Cyrus Modavi, Lynn Wolter

CALL TO ORDER:

President Stein called the meeting to order at 4:02 p.m. and called roll.

PUBLIC COMMENT:

None.

(5 on the agenda) Midyear Review a. Fire Contract:

Chief Pigoni gave his review of the Fire Contract and there was a discussion had by the committee.

(5 on the agenda) Midyear Review b. District Budget:

Glenn Lazof gave his report on the District Budget and there was a discussion had by the committee.

(3 on the agenda) FY 2019 Kensington Fire Protection District 2019 – Financial Statements – Final:

There was a discussion had by the committee. No action was taken.

ADJOURNMENT: The meeting was adjourned at 6:07 p.m.

These minutes were approved at the Finance Committee Meeting on August 27, 2020.

Attest:

Finance Committee Member



KENSINGTON FIRE PROTECTION DISTRICT
Finance Committee Meeting Minutes

Thursday, July 16, 2020, 2:00pm
Via Zoom Teleconference

This meeting will be conducted exclusively in remote access format in compliance with Executive Order N-29-20 issued by Governor Newsom and the Contra Costa County Shelter-in-Place Order.

Please click the link below to join the webinar:

<https://zoom.us/j/98009345697>

Or iPhone one-tap :

US: +16699009128,,98009345697# or +13462487799,,98009345697#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1
 312 626 6799 or +1 646 558 8656

Webinar ID: 980 0934 5697

International numbers available: <https://zoom.us/u/aecjyArYKm>

1. Call to Order/Roll Call

President Stein called the meeting to order at 2:02pm. Present: President Stein and Director Dommer. One member of the public in attendance.

2. Public Comment

None

3. Approve Minutes of the March 2, and May 22, 2020 Finance Committee Meetings

The minutes of March 2, 2020 are included in the Regional Government Services (RGS) payment dispute letter and since there is not enough information to act on these yet, the Committee did not approve at this time. The minutes of May 22, 2020 were approved by President Stein and Director Dommer.

4. Discussion Items

4.1. Standard Review Process of the Interim General Manager's Timesheets/Reimbursements
 Interim General Manager (IGM) Morris-Mayorga reviewed the process and timesheets/reimbursements. President Stein asked for clarification on payment of wages and noted a missing reimbursement for FedEx board packet printing. These are for review only, no action is required unless the Committee has issues to refer to the Board.

4.2. Transmittal Approval Process

IGM Morris-Mayorga reviewed this process and provided an overview of an administrative manual which will incorporate this in accordance with the *Expectations of the Interim General Manager*. President Stein inquired about check signatures required.

4.4 Role and Responsibilities of the Finance Committee – Initial Planning

This item was taken prior to 4.3. IGM Morris-Mayorga reviewed the initial planning for this including typical roles and responsibilities. President Stein noted from a sample of another agency that an alternate may be a good idea.

4.3. RDC Architecture Invoices – KFPD vs. KPPCSD Work Billings for April and May 2020

IGM Morris-Mayorga reviewed these invoices with the Committee along with additional information provided by RDC to determine whether it clarified any of the prior questions.

July 16, 2020

Finance Committee Meeting Minutes

Page 2 of 2

The Committee agreed that these should not be charged to the District with exception of a charge on May 4 for apparatus bay work.

- 4.5 Financing Components and Arrangements on the Public Safety Building Renovation
IGM Morris-Mayorga briefly reviewed potential financing options for the public safety building renovation in the event the KPPCSD occupies space in the building. Cyrus Modavi, member of the public, commended Director Dommer for all of his work on the public safety building.

5. Future Agenda Items

President Stein confirmed that the Finance Committee would be reviewing the Final Budget at a meeting prior to Board approval in September and noted that the Fire Services Contract Fee should be updated if there are changes in the City of El Cerrito's budget which would impact it.

6. Adjournment

The meeting was adjourned at 3:07pm.



**KENSINGTON FIRE PROTECTION DISTRICT
Finance Committee Meeting**

**Minutes
Thursday, August 27, 2020, 1:30pm**

Via Zoom Teleconference

This meeting will be conducted exclusively in remote access format in compliance with Executive Order N-29-20 issued by Governor Newsom and the Contra Costa County Shelter-in-Place Order.

Please click the link below to join the webinar:

<https://zoom.us/j/98047362815>

Or iPhone one-tap :

US: +16699009128,,98047362815# or +13462487799,,98047362815#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 980 4736 2815

International numbers available: <https://zoom.us/u/adSpp6GSS1>

1. Call to Order/Roll Call

The meeting was called to order at 1:30pm.

Present

Directors: President Stein and Director Dommer

Staff: Interim General Manager Mary Morris- Mayorga, Fire Chief Michael Pigoni

2. Public Comment

There was no public comment at this time.

4. Discussion Items

The following item was taken next:

4.5. Fire Services Contract Fee (supporting documentation)

Chief Pigoni discussed the City's budget issues and noted that in his June presentation the fee schedule incorporated reductions in the Non-Suppression Overtime, deferring replacement of an engine, then COVID-19 set in making it impossible to provide training programs such as CPR and CERT. He reviewed other cuts in capital improvement which is not part of the fee schedule as well as increases in CalPERS contributions that may be offset by other savings such as PEPPRA. The budget as presented to the Board in June for shared costs remains the same.

3. Approve Minutes of the March 2, and July 16, 2020 Finance Committee Meetings

With a correction on the March 2nd minutes to include a member of the public, Lynn Wolter, the Committee is in agreement on approving the minutes.

4. Discussion Items

4.1. Interim General Manager's Timesheets/Reimbursements

The committee reviewed these and had no concerns.

4.6. Final Budget FY2020-21 (discussed in conjunction with 4.2 Long-Term Financial Plan)

Interim General Manager Mary Morris-Mayorga reviewed the budget and changes that have been made since approval of the Preliminary Budget. Cash reserve funds were reviewed to assist in planning for the public safety building renovation.

4.3. Public Safety Building Shared Financing: Decision Plan and Draft Proposal for Board Review in September

IGM Morris-Mayorga provided an update to the Committee that the County has verbally stated an elevator will be required; however, official notification may not be received for weeks. In a meeting with RDC it was recommended that the conceptual design be revisited to determine if it is possible to accommodate both agencies meeting the needs of the Fire and Police Chiefs. For the schedule, it would be beneficial to incorporate more specific estimate of dates in conjunction with Board meetings. This will be provided in the Board proposal.

4.4. Office Space Lease

IGM Morris-Mayorga presented various office space lease locations that have been reviewed and there are two that may provide the necessary space for the District. Even if the public safety building is not renovated, it is not ideal for housing administrative staff.

5. Future Agenda Items

6. Adjournment at 3:25pm

DRAFT



KENSINGTON FIRE PROTECTION DISTRICT
Emergency Preparedness Committee Meeting

Meeting Minutes
Thursday, June 25, 2020

Via Zoom Teleconference

This meeting was conducted exclusively in remote access format in compliance with Executive Order N-29-20 issued by Governor Newsom and the Contra Costa County Shelter-in-Place Order. The following people were present.

Directors: Larry Nagel and Kevin Padian
 EPC Members: Lisa Caronna, Katie Gluck, Peter Guerrero, Paul Moss, David Spath
 Public: Danielle Madugo, Lorika G., Chief Tom Welch (Mill Valley), Mike Shanks and Chris Roller (Genasys)
 Staff: Mary Morris-Mayorga

1. Call to Order/Roll Call: The meeting was called to order at 3:05 PM by Chair Kevin Padian.
2. The minutes of the May 28, 2020 Emergency Preparedness Committee meeting were approved.
3. There were no public comment on items not on the agenda.
4. The following brief reports were made by EPC members:

Peter Guerrero: Peter is writing a thank you letter to Wildfire Safety. Also asked to have the camera pointed down Wildcat Canyon during read flag days. The letter will be signed by Julie Stein, the President of the KFPD.

The camera looking NW is caked "Vollmer Tower Top." It's current view encompasses the reservoir., Wildcat Canyon, and the Kensington/EI Cerrito/Richmond ridge. The camera looking SE is called "Vollmer Peak" and it is currently looking at Mt. Diablo, south. Diablo winds blow strongly from the NE, so there is currently a blind spot between these two views. The cameras can, however, be rotated.

Lisa Caronna has done some research on chippers. She is suggesting that think about placing dumpsters around town. We will discuss this further at the next meeting.

5. Discussion Items

5.1. Presentation on PA/Siren devices by Mike Shanks and Chris Roller of Genasys

Genasys markets a Multi-Channel Public Safety System which includes audio alerting, telecom messaging, sirens, and Integrated Speaker Management and Remote Activation. The system can be activated remotely. The systems is IPAWS certified and systems have been installed in Newport Beach, Laguna Beach and Mill Valley.

The preliminary layout for Kensington has three speakers, but more may be required to heard during high wind conditions (40-60 mph wind). Kevin Padian reported that has received a sample contract.

Marin County is using their Measure C funds to pay for the speakers. Berkeley is proposing something similar to Measure C as a possible source of funds. Oakland also is considering investigating speakers in the Oakland hills.

The Genasys quote was \$ 379,000 for three towers.

Katie Gluck noted that there are other vendors but that she has had trouble contacting them.

5.2. Discussion of PA/Siren devices with Mill Valley Deputy Chief of Operations and Training Chief Tom Welch:

Chief Tom Welch from Mill Valley gave a report on the sirens in Mill Valley. There are six sites built out with sirens. Installation by and went very smoothly. Both the local fire department and police department are able activate the sirens.

Sirens were installed by GRE Electric, which is a partner with Genasys.

5.3. Proposal from ECFD for a 3-year, \$5000 software service contract with ZoneHaven:

Kevin Padian reported that he doesn't understand what the \$ 10,000 allocated by the board has paid for, and he will ask ZoneHaven to give a status report to the full board.

5.4. Update and discussion of implementing Traffic Evacuation Study recommendations with KPD

Kevin reported that he and KPD Traffic Officer Brad Harms visited Sunset Cenetary last Friday and had a meeting with the management. Sunset Cenetary is agreeable to opening the cemetery in an emergency and have given Officer Harms a key to the gates. They have agreed to allow us to install exit signs in the cemetery.

There are eight ballards in town that are controlled by the county. These will be replaced by chains that can be unlocked in an emergency.

Kevin Padian reported that parking will be changed on Red Flag Days. A meeting with John Gioia's office, Contra Costa Department of Public Works, the KPD, and KFPD is in the works. Kevin also reported that he has ordered 24 vests for volunteer traffic guides.

Officer Harms operated a very successful volunteer program in his previous department.

Kevin Padian reported that the EBMUD is reluctant to let their reservoir be used as a Temporary Refuge Area (TRA) because of liability and security issues.

6. Future Agenda Items:

5.1 Increasing use of local communication resources for information and evacuation planning

5.2 Possible positions: part-time Emergency Preparedness Coordinator; grant-writing consultant

5.3 Increasing and improving cell signal coverage for Kensington

5.4 Hilltop Elementary School evacuation plans

7. The next meeting will be held on July 23, 2020 at 3-5 PM via Zoom.

8. Adjournment Meeting adjourned at 5:02 PM.

These minutes were prepared by Larry Nagel and approved at the Committee meeting on 30 July 2020.

Attest: _____
Emergency Preparedness Committee Member