



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

Wednesday, July 17th, 2024, 7:00pm  
Kensington Community Center, 59 Arlington Avenue,  
Kensington, CA 94707 (in-person and hybrid)

**How to Submit Public Comments:**

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

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

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

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

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

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

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

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

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

**Telephone Access:**

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

**Webinar ID:** 831 1125 7473

**Passcode:** 112233

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

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

**2. PUBLIC COMMENT**

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

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

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

**a. Strategic Planning District Goals-** Ad Hoc Committee for Goals (Artis/Watt), (Supporting Material)

The Board's Ad Hoc Committee for Goals will present revised wording for goals discussed at previous Strategic Planning and Board meetings for discussion and direction.

Action= Review, Discussion, Direction

**b. Renewal of Contract For Emergency Preparedness Coordination - Morris-Mayorga/Valenzuela** (Supporting materials)

Consultants will review the contract goals and provisions for FY 2024-25 contract renewal.

Action = Discussion, Direction, Motion

**c. Public Safety Building Repainting - Stein/Watt** (Supporting materials)

The Ad Hoc Committee will report on this item for Board discussion and potential consideration of approval

Action = Discussion, Direction, Motion

**4. ADOPTION OF CONSENT ITEMS**

Items listed below are consent items, which are considered routine by the Board of Directors and will be enacted by one motion. The Board of Directors has received and considered reports and recommendations prior to assigning consent item designations to the various items. Copies of the reports are available to the public. The disposition of the item is indicated. There will be no separate discussion of consent items. If discussion is requested for an item, it will be removed from the list of consent items and considered separately on the agenda.

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

**b. Acceptance of Incident Activity Report** June 2024 (Accept)

**c. Approval of Monthly Transmittal** 07/17/2024 (Approve)

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

**e. Ratify Approval of the Change in Time of Regular Emergency Preparedness Committee Meetings and Approve Updated Annual Meeting Schedule** (Approve)

**5. FIRE CHIEF'S REPORT – Saylor** (Supporting Material)

Action = Presentation/Discussion

- 6. EMERGENCY PREP COORDINATOR'S REPORT** – Valenzuela (Supporting Material)  
Action = Presentation/Discussion

**7. OLD BUSINESS**

**8. NEW BUSINESS**

- a. Employment Agreement for General Manager Position** (Supporting Material)  
Action = Discuss and consider approval of an Employment Agreement for General Manager with associated FY 2024-25 budget adjustments for terms as needed.
- b. Request Marjang modify the first floor of the PSB in accordance with the attached layout to provide police service as requested by Ridgeline** - Watt (Supporting Material)  
Action = Presentation, discussion, direction for Marjang
- c. Possible capital expenditures of surplus available cash in fiscal year 2024-25** - Watt (Supporting Material)  
Action = Discussion, Direction, Motion
- d. Recording and Reporting on Board Meetings** - Stein and Artis  
  
Director Stein requested an item to consider action minutes; Director Artis requested an item to consider obtaining transcription software (Supporting Material)  
Action = Discussion, Direction, Motion
- e. CSDA Board of Directors Election Ballot - Term 2025 - 2027; Seat A - Bay Area Network** - Morris-Mayorga (Supporting Material)  
Action = Discussion, Motion

- 9. GENERAL MANAGER'S REPORT** - Morris-Mayorga (Supporting Material)  
Action = Presentation, Discussion, Direction, Motion

- 10. PUBLIC SAFETY BUILDING PROJECT UPDATE** – Morris-Mayorga (Supporting Material)  
A brief progress update on the PSB Seismic Renovation for June & July will be presented.  
Action = Presentation, Discussion

**11. COMMITTEE REPORTS**

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

- a. Emergency Preparedness Committee Meeting** – Levine/Madugo (Supporting Material)  
Report on the May 23, 2024 meeting  
Action = Presentation, Discussion, Direction
- b. Finance Committee Meeting** – Watt/Artis (Supporting Materials)  
Report on June 10th, 2024 meeting  
Action = Presentation, Discussion, Direction

**12. OUTSIDE AGENCIES REPORTS**

- a. Contra Costa Special Districts Association** – Levine (Supporting Material)

**13. ADJOURNMENT**

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

## Consolidated proposed and prior district goals

There were 42 original goals used as input to this draft, from the current BOD and the Policies and procedures manual. They were grouped into five categories, and synthesized into 15 goals (some with sub-bullets)

Draft synthesized goals in each category are in **bold at the beginning of each section**

In smaller font in each category:

- 2024 as-proposed goals are listed in plain font with bolded initials representing director authorship
- *Italicized goals* are related current entries from the Policies and Procedures manual, separated for clarity

DRAFT

## Vegetation Management and Wildfire Risk mitigation

Develop a plan for reducing fire risk along ~~the~~ Kensington/EBRPD's Borders Interface including:

- **Prioritized short-term and 3-year goals, to be developed with EBRPD, with progress reviewed at least quarterly**
- **A subcommittee to establish and manage partnership with EBRPD and other agencies**
- **Yearly budgetary allocation to support efforts in coordination with EBRPD**
- **Heightened engagement through the Fire Chief with ongoing intra- and inter-agency discussions and potential learnings from local fire mitigation successes**
- **Regular engagement with existing efforts in the community engaged with fire mitigation**

Elevate issue of vegetation management within the town as a priority for Kensington:

- **Support, through public education, the need for vegetation management and home hardening and the benefits therefrom**
- **Revisit process for supporting replanting and vegetation removal efforts within Kensington (e.g. with grants, donations)**
- **Support ongoing and developing Firewise efforts within the community growth and development of Firewise Communities within Kensington**

Develop a comprehensive plan, integrating EBRPD, El Cerrito, Berkeley, and Richmond as needed, which can be used as a basis for grant applications and actionable work. **DL**

Establish a fund whereby citizens can make tax-deductible donations to promote the district's planned vegetation management. **DL**

Consider the formation of a dedicated subcommittee to establish and manage partnership of fire prevention efforts with EBRPD and WCCCSD along the ridgeline. **RA**

Strengthen the relationship and deepen the engagement between the Kensington Fire Protection District (KFPD) board of directors and the KFPD manager with the El Cerrito - Kensington Fire Chief in order to work together on relationships with East Bay Regional Park and other fire agencies with fire fuel threats and concerns similar to Kensington. **JS**

Work with El Cerrito fire department on possible cost cutting measures and improvements in fire prevention in Tilden Park and reduced fire risk on Kensington residential properties. **JW**

Establish a fire hazard reduction program with East Bay Regional Park District and budget at least \$100,000 annually to reduce fire risk **JW**

Establish a "top-three" prioritized list for vegetation management issues to be reviewed at each board meeting (what, when, where, how) – propose two of these be ridgeline brush management and communication to upper Kensington property owners with vegetation management issues. **RA**

*Establish a wildland/urban interface fire prevention effort through an emphasis on public education while establishing vegetation management standards and legal enforcement procedures of implementation in subsequent years.*

*Maintain a Fire Hazard Reduction Program to work with the East Bay Regional Park District along the Kensington interface.*

## Emergency Preparedness

Formalize a joint Emergency Preparedness Committee (EPC) relationship between KPPCSD and KFPD (including with the Fire Chief/El Cerrito), to facilitate coordinated planning, synergies of staffing and effort and concerted engagement with other agencies (e.g. Contra Costa County) *(comment received – Seems a bit broad and requires buy-in from lots of groups that aren't us.)*

Maintain the earthquake and disaster preparedness program by supporting the Community Emergency Response Team (CERT).

Refine and update the role of Emergency Preparedness Coordinator in parallel with evolving the mission of the EPC

Move EPC to a committee under both KPPCSD and KFPD with at least one director - and ideally two - from each board participating in it. **DM**

Approach KPPCSD with a goal of establishing a standing joint evacuation preparedness committee to enhance community ability to evacuate in the event of an emergency. **RA**

That the district consider each natural hazard it faces proportionally to the risk: fire (including wildfire), earthquake, landslide, fire following earthquake, earthquake induced landslides, severe weather, flooding, etc. and do something every month about each one. **DM**

Identify and pursue appropriate certification and training, along with more robust board of director advisory oversight, for an ongoing emergency preparedness coordinator role. **JS**

*Maintain the earthquake and disaster preparedness program by supporting the Community Emergency Response Team (CERT).*

*Continuously update disaster planning by utilizing support from the City of El Cerrito and their planning process.*

## Other district operations and policies

**Insure District performance, standards and service delivery remain at a high level through:**

- **Maintenance of the District of Distinction certification and other administrative requirements of the district**
- **Review and realignment of staffing and committee structures with strategic goals**
- **Facilitating clear communication between staff and the BOD, and the District and the citizens of Kensington**

**Develop and provide resources to effectively support both identification of grant opportunities and timely and rapid application to appropriate agencies**

**Review ongoing issue of insurance non-renewals and scope of mitigating actions available to the district**

To enhance the district's reputation, aggressively pursue and continuously maintain the Kensington Fire Protection District of Distinction certificate through timely board member training and satisfaction of all administrative requirements. **JS**

To recruit and retain top quality staff, strategically align the Kensington Fire Protection District staffing structure, including number of employees and desired expertise, with the District's strategic goals and objectives. **JS**

Identify steps the district can take to promote insurance renewals. **DL**

Improving communication between GM and board with district news as it happens - say, update emails. **DM**

Improve communication between board members, provide more ways to engage with each other without violating the Brown Act. Bulletin board? Jam board? **DM**

Keep many goals already established in the policy handbook and specify how they can be accomplished. Communicate those goals and plans for their accomplishment to the public/engage the public more. **DM**

Revisit Policies and Procedures manual on the topic of volunteer participation on district subcommittees with a goal of expanding the use (if possible and prudent). **RA**

Establish clear "rapid-response" mechanism for responding to grant opportunities. **RA**

Take the necessary steps to obtain government grants for the reduction of fire risks similar to grants awarded nearby communities by Con Fire, Measure C and the Dept. of Forestry. **JW**

*Continued implementation of upgraded computer-based systems for records and reports.*

*Continuously improve access to and utilization of fire service weather information network.*

*Maintain a program to identify and obtain grant funding to support and enhance the District's fire protection services.*

*Prudently manage District funds.*

## District intergovernmental relations

### Invest in a strong working relationship with the KPPCSD:

- Develop a collaborative Public Safety mindset, and identify actions the districts can take in concert to address the needs of Kensington
- Support the necessary framing for financial and governance analyses related to the study of a potential unified district structure

Identify tractable steps available to strengthen ambulance and dispatch service in the district

Support continued district participation in area-wide wildfire response training exercises

Continue to evaluate opportunities to engage in cost-saving or service-enhancing programs with agencies in surrounding areas

Explore strategic synergies with El Cerrito Fire Department and other fire agencies for administrative and emergency coordination staffing, including possible inter-agency contracts, demonstration projects, or joint powers agreements. **JS**

Support Ridgeline Financial Analysis and engage in good faith in the near term with KPPCSD to provide necessary framing for a unified district structure. **RA**

Develop and maintain a strong working relationship and active communication with the KPPCSD and hold at least two joint meetings/year. Discuss each district's needs and goals, financing issues, and how each district can support them all of them. **DM**

Make ambulance service improvements in the district. **DL**

Explore strategic alliances with other fire and emergency medical agencies west of the East Bay Hills to strengthen ambulance service and integrate dispatch service, including across the West Contra Costa and the Alameda County line. **JS**

*Maintain enhanced personnel skill levels in wildland firefighting and incident command by continued participation in area-wide wildland fire response training exercises.*

*Provide hazardous materials response training to meet annual mandated requirements and to ensure efficient operations with the Richmond Fire Department Hazardous Materials Response Team.*

*Fully implement the fire protection contract with the City of El Cerrito and respond to other cost-saving and service-enhancing opportunities for functional integration of fire services with surrounding jurisdictions.*



## Infrastructure Investment

Engage in biannual review of potential infrastructure investments to augment the district's public safety mandate

- Update current water system improvement plan; identify remaining areas that could benefit from upgrading
- Review hydrant proximity to Hilltop School and Tilden park; identify areas of need

Provide Red-Flag-Day/wildfire evaluation and planning support efforts to engage (with KPPCSD and the County) with a focus on

- Emergency vehicle access routes to the Kensington interface with Tilden Park
- Traffic control, parking regulation and evacuation protocols

Maintain and report annually to the community on the seismic integrity and functional adequacy of Kensington's fire station

Review recent (*water*) system improvements and determine next steps. **DL**

Add additional fire hydrants adjacent to Tilden Park, better emergency vehicle access to the park and cul-de-sac turn around at Lake Drive. **JW**

Establish a path of travel for emergency access vehicles to reach the Tilden park interface. Budget sufficient money to widen streets used for emergency vehicles and Kensington home owner access. **JW**

Install an emergency traffic signal at Arlington and Sunset and realign current access route. **JW**

*Maintain Fire Station No. 55's functional adequacy and seismic structural integrity.*

*Manage and implement capital projects to provide adequate fire flow throughout Kensington.*

## REVISED GOALS

- 1 --- Establish an ad hoc committee to work with EBRPD to reduce fire risk from Tilden Park. Ad hoc committee to report quarterly to full board on progress and for cost implementation approvals.
- 2 --- Establish an ad hoc committee to identify and solve issues involving access by emergency vehicles and Kensington residents use of identified emergency access routes.
- 3 --- Review existing fire hydrant accessibility and develop plan for new fire hydrants and access routes to deal with a Tilden Park fire.
- 4 --- Set aside annual capital expenditures to be used by the KFPB to meet the objectives of reducing fire risk from EBRPD and adequate emergency vehicle, residential access and PSB upgrades .
- 5 --- Maintain a capital reserve account for fire truck replacements and necessary repairs to PSB with periodic adjustments as conditions arise.
- 6 --- Hire financial consultant to seek grant opportunities to cover the cost of reducing fire risk and providing better emergency access routes In Kensington.
- 7 --- Increase participation in CERT and Firewise to reduce fire and earthquake risks. Consider an Emergency Preparedness Committee to include the Emergency Preparedness Coordinator.
- 8 --- Work with Fire Chief on additional efforts and funding that can reduce fire risks on Kensington residential properties. Monitor non-renewals of life insurance in Kensington and insurance renewal options
- 9 --- Meet regularly with the KPPCSD to develop a coordinated emergency response for fire and earthquake concerns.
- 10 --- Prudently manage District funds.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** July 17, 2024  
**TO:** Board of Directors  
**RE:** Renewal of Emergency Preparedness Coordination Contract  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

### Recommended Action

This item is provided for information and collection of feedback on the contract renewal for emergency preparedness coordination.

### Background

The annual contract for emergency preparedness coordination expired June 30, 2024 and a proposal for FY 2024-2025 was been received from Altivu. While the contract funding is included in the budget which allows the General Manager to sign a contract for this, the proposal was provided to discuss the alignment with District activities. The Board briefly discussed the item on June 19, 2024 and decided to extend the existing agreement pending receipt of an updated proposal which incorporated feedback that could be discussed at the next meeting.

With an Emergency Preparedness Work Plan approved, the expectation would be to align this and the Emergency Preparedness Coordination goals such that EPC reporting is measurable to the Board and community. This Work Plan would facilitate the Emergency Preparedness Coordinator to take a more guiding role in the Emergency Preparedness Committee such as: working with subcommittees, exploring potential grant funding, coordination with KPPCSD as applicable, and engaging social media (as referenced in the Local Hazard Mitigation Plan (LHMP) and with volunteers).

As a proactive measure, given that the fiscal analysis on consolidation is in progress, we will include a contract term which allows re-evaluation of priorities in November/December if consolidation may become a serious consideration in the near future.

### Fiscal Impact

The Fiscal Year 2024-25 Budget contains funds in the amount of \$110,935 for the Emergency Preparedness Coordinator consulting contract.

**Attachment:** Altivu Emergency Preparedness Coordination Proposal for FY 2024-2025  
 Altivu Emergency Preparedness Coordinator Consulting Services Agreement



KENSINGTON FIRE PROTECTION DISTRICT  
**Emergency Preparedness Services**  
**2024-25 Contract Proposal**

JULY 2024

# INTRODUCTION

Over the last three years (2021-2024), Kensington residents have enhanced community engagement through the Neighborhood Emergency Preparedness Block Party initiative. This initiative has provided crucial face-to-face opportunities for residents to discuss safety improvements and emergency preparedness directly with the Kensington Fire Protection District. Through this increased interaction, Firewise community formation in Kensington took root.

A cultural strength of Kensington is the active participation of its residents, which stands out even among other wildfire-prone communities. This engagement is crucial in building a sustainable fire prevention and emergency preparedness volunteer model. Despite high registration rates with the Contra Costa County Community Warning System (estimated 96% of residents), challenges remain in reaching a similar audience size via social media platforms, where social media engagement measures below 5%. It is particularly important to have frequent, fast, and cost-effective communication with the district residents.

Our most effective non-alert communication has been through direct email, where approximately 74% of our Red Flag Warning list subscribers actively engage with the content. This method has proven essential in providing early warnings of increased wildfire risks or other emergency preparedness messages, which are critical as the Community Warning System (CWS) only issues alerts in imminently dangerous situations.

In addition to maintaining high CWS alert registration, we have identified areas for improvement in emergency preparedness, particularly in personal evacuation and family communication plans and the storage of emergency supplies. Recent surveys conducted at our Block Parties and through the Fire Plug newsletter indicate a need for improved personal household preparedness.

By leveraging Kensington's community-centric culture, we aim to deepen our preparedness efforts and build stronger collaborations for improved resilience through Neighborhood Emergency Preparedness Block Parties, Firewise community initiatives, and coordination with

# PROGRAM APPROACH FOR 2024-2025

To balance the increased demand for community support in Kensington with limited personnel and volunteer resources, there is a priority to strategically leverage formation of Firewise communities to:

- accomplish removal of hazardous vegetation,
- improve home hardening retrofits and public awareness
- prepare for wildfire evacuations

The formation of Firewise communities also provides multiple touch points throughout the year with engaged citizens acting as local preparedness ambassadors. This increased level of support and engagement with the community fosters a deeper understanding of the needs of the community and how to best navigate obstacles and improve resources for residents.

In support of the Kensington Fire Protection District's mission, the following are the top five priorities to improve wildfire prevention, emergency preparedness and community resilience:

- Kensington Firewise Community Development
- Ember Exclusion Home Hardening
- Hazardous Vegetation Removal
- Evacuation Readiness Campaigns
- Red Flag Warning Email Subscription

# EP Coordinator Education & Certifications

## EDUCATION

- **BA International Business Management** – Russian Language, San Diego State University
- **International Relations and World Politics** - Moscow State University – Russian Federation
- **Project Management** - University of California Los Angeles Extension
- **Fire Academy** – Georgetown / Garden Valley Fire Protection District - El Dorado County, CA

## CERTIFICATIONS

### **Public Information**

- Advanced Public Information Officer (L0388) – CSTI
- Intermediate Public Information Officer – CSTI
- Public Information Basics (L0105) - CSTI
- Public Information Officer Awareness (IS-29A) -FEMA
- Media Relations (MR) - CSTI
- Social Media in Emergency Management (IS-42A) -FEMA
- Integrated Public Alert and Warning Systems for Alert Originators (IS-247B)- FEMA

### **Emergency Management**

- Integrating Access & Functional Needs into Emergency Management (G197) - CSTI
- Standardized Emergency Management System Online Course (SEMSG606)-CSTI
- Emergency Operations Center Action Planning (G626) – CSTI
- Forms Used for The Development of The Incident Action Plan (IS-201) – FEMA
- NIMS Intrastate Mutual Aid (IS-706)-FEMA
- Recovery From Disasters: The Local Community Role (G205)-CSTI
- Emergency Management Concepts (G191/G775) - CSTI

### **Wildland Firefighting / Structural Firefighting / Incident Command**

- Introduction to the Incident Command System (ICS-100) - FEMA
- Incident Command System for Initial Response (ICS-200) - FEMA
- Introduction to the National Incident Management System (ICS-700) - FEMA
- Human Factors in The Wildland Fire Service (L-180) - NWCG
- All Hazard Safety Officer (L-954) - FEMA
- Wildland Firefighter Training (S-130) - NWCG
- Introduction to Wildland Fire Behavior (S-190) - NWCG
- Wildland Fire Chain Saws (S-212) - NWCG

## FEE STRUCTURE

Compensation rates have increased, per the US Bureau of Labor Statistics. The June 2021 Emergency Preparedness Coordinator contract value of \$100,000 adjusted for inflation to May 2024, based on the US Bureau of Labor Statistics, CPI Inflation Calculator, is \$116,670.00. Monthly billing will not exceed \$9,722.50, with the contract beginning retroactively upon the previous contract expiration.



## **ALIGNMENT TO KFPD GOALS**

The Kensington Fire Protection District Board established goals for five categories.

- I: Vegetation Management and Wildfire Risk Mitigation
- II: Emergency Preparedness
- III: Other District Operations and Policies
- IV: District Intergovernment Relations
- V: Infrastructure Investment

The following pages demonstrate the services and support activities aligned with the district's goals and mission.

## **KENSINGTON FIRE PROTECTION DISTRICT 2024-25 Contract Proposal**



**District Goal Category I: Vegetation Management and Wildfire Risk Mitigation**

Synthesized KFPD Goals	Sub Goals	Coordinator Support Actions - <b>Currently Providing</b> , <b>Proposed</b> , <b>Needs more direction</b>
<p><b>Develop a plan for reducing fire risk along the Kensington/ EBRPD Interface including:</b></p>	<p>Prioritized short-term and 3-year goals, to be developed with EBRPD, with progress reviewed at least quarterly.</p>	<p>Support KFPD objectives and mission when more detail is provided.</p>
	<p>A subcommittee to establish and manage partnership with EBRPD and other agencies.</p>	<p>Provide updates/intel reported by local agencies participating in the Hills Emergency Forum Monthly Meetings to identify opportunities for collaborative partnerships.</p>
	<p>Yearly budgetary allocation to support efforts in coordination with EBRPD</p>	<p>Support KFPD objectives and mission when more detail is provided.</p>
	<p>Heightened engagement through the Fire Chief with ongoing intra-agency discussions and potential learnings from local fire mitigation successes</p>	<p>Agency coordination partnership with Berkeley Fire in Firewise support and involvement with Hills Emergency Forum</p>
	<p>Regular engagement with existing efforts in the community engaged with fire mitigation</p>	<p>Community outreach education and communication Firewise development and agency coordination with Make El Cerrito Fire Safe and Kensington Firewise communities that have relationships and history of working with EBRPD along the Ridgeline.</p>
<p><b>Elevate issue of vegetation management within the town as a priority for Kensington:</b></p>	<p>Support, though public education, the need for vegetation management and home hardening and the benefits therefrom</p>	<p>Coordination with fire prevention officers for ongoing resident support to identify and reduce wildfire risk through vegetation management and home hardening education and available resources ie: Diablo Fire Safe / Kensington Firewise /KFPD Vegetation Grants.</p>

**District Goal Category I: Vegetation Management and Wildfire Risk Mitigation**

	<p>Revisit process for supporting replanting and vegetation removal efforts within Kensington (e.g. with grants, donations)</p>	<p>Retool the Kensington Replanting Grant to more effectively remove hazardous vegetation pending additional resources approved by KFPD Board.</p>
	<p>Support ongoing and developing Firewise efforts within the community</p>	<p>Educate the public on the benefits of Firewise community development, assist application filing and provide technical assistance, support firewise leads with community outreach and community engagement effectiveness, coordinate communication and action between residents as a liaison when necessary, facilitate firewise lead meetings/mixers, attend firewise block parties and community education events, interface with regional firesafe/firewise associates, attend relevant California Fire Safe Council meetings, track best practices from statewide firesafe/ firewise communities to be used locally.</p>

**District Goal Category II: Emergency Preparedness**

<p><b>Synthesized KFPD Goals</b></p>	<p><b>Sub Goals</b></p>	<p><b>Coordinator Support Actions - <span style="color: green;">Currently Providing</span>, <span style="color: orange;">Proposed</span>, <span style="color: red;">Needs more direction</span></b></p>
<p>Formalize a joint Emergency Preparedness Committee (EPC) relationship between KPPCSD and KFPD (including with the Fire Chief/El Cerrito), to facilitate coordinated planning, synergies of staffing and effort and concerted engagement with other agencies (e.g. Contra Costa County)</p>		<p>Continue coordination with El Cerrito Kensington staff, Berkeley Fire and Contra Costa County Fire Protection District County Coordinator to support Kensington residents in home hardening and removal of hazardous vegetation.</p>

**District Goal Category II: Emergency Preparedness**

Maintain the earthquake and disaster preparedness program by supporting the Community Emergency Response Team (CERT).		Assist CERT recruitment and programs by posting announcements to the Kensington community and integrating CERT announcements and encouraging participation during Firewise, Neighborhood Block Parties, and other relevant community engagements.
Refine and update the role of Emergency Preparedness Coordinator in parallel with evolving the mission of the EPC		Provide data and community feedback to KFPD Board, El Cerrito Kensington Fire Chief, and Emergency Preparedness Committee to guide purposeful and relevant decision making to align the Fire District's and Emergency Preparedness Committee's mission in support of Kensington residents.

**District Goal Category III: Other District Operations and Policies**

<b>Synthesized KFPD Goals</b>	<b>Sub Goals</b>	<b>Coordinator Support Actions - <span style="color: green;">Currently Providing</span>, <span style="color: orange;">Proposed</span>, <span style="color: red;">Needs more direction</span></b>
Insure District performance, standards and service delivery remain at a high level through:	Maintenance of the District of Distinction certification and other administrative requirements of the district	Continue administrative and public communication tasks to support the District of Distinction certification.
	Review and realignment of staffing and committee structures with strategic goals	Support KFPD objectives and mission when more detail is provided.
	Facilitating clear communication between staff and the BOD, and the District and the citizens of Kensington	Continue providing Public Information services to the Kensington community and reporting relevant and timely updates to the General Manager, Fire Chief, and Board of Directors.

**District Goal Category III: Other District Operations and Policies**

<p>Develop and provide resources to effectively support both identification of grant opportunities and timely and rapid application to appropriate agencies</p>		<p>Through firewise development, emergency preparedness initiatives, data collection, and public awareness campaigns and educational events, position the community to be competitive to receive relevant grants. Continue to forward any grant notifications discovered to the KFPD General Manager for review and consideration.</p>
<p>Review ongoing issue of insurance non-renewals and scope of mitigating actions available to the district</p>		<p>Increase presence of California Department of Insurance resources and messaging with the community and integrate with Firewise development, home hardening, and hazardous vegetation initiatives.</p>

**District Goal Category IV: District Intergovernmental Relations**

<p><b>Synthesized KFPD Goals</b></p>	<p><b>Sub Goals</b></p>	<p><b>Coordinator Support Actions - <span style="color: green;">Currently Providing</span>, <span style="color: orange;">Proposed</span>, <span style="color: red;">Needs more direction</span></b></p>
<p>Invest in a strong working relationship with the KPPCSD:</p>	<p>Develop a collaborative Public Safety mindset, and identify actions the districts can take in concert to address the needs of Kensington</p>	<p>Continue working with KPPCSD/KPD on public events such as National Night Out, and public awareness campaigns, Neighborhood Emergency Preparedness Block Party events.</p>
	<p>Support the necessary framing for financial and governance analyses related to the study of a potential unified district structure</p>	<p>Support KFPD objectives and mission when more detail is provided.</p>
<p>Identify tractable steps available to strengthen ambulance and dispatch service in the district</p>		<p>Support KFPD objectives and mission when more detail is provided.</p>

**District Goal Category IV: District Intergovernmental Relations**

Support continued district participation in area-wide wildfire response training exercises		Inform the public of area-wide wildfire response training exercises and use the opportunity to remind the public to take steps at home to prepare for wildfire risks evacuation readiness.
Continue to evaluate opportunities to engage in cost-saving or service-enhancing programs with agencies in surrounding areas		Continue working with Contra Costa County Fire Protection District County Coordinator and escalate inquiries to identify opportunities for residents to qualify for Measure X Wildfire Mitigation programs or other resources regionally available.

**District Goal Category V: Infrastructure Investment**

<b>Synthesized KFPD Goals</b>	<b>Sub Goals</b>	<b>Coordinator Support Actions - <span style="color: green;">Currently Providing</span>, <span style="color: orange;">Proposed</span>, <span style="color: red;">Needs more direction</span></b>
Engage in biannual review of potential infrastructure investments to augment the district’s public safety mandate	Update current water system improvement plan; identify remaining areas that could benefit from upgrading	Support KFPD objectives and mission when more detail is provided.
	Review hydrant proximity to Hilltop School and Tilden park; identify areas of need	Support KFPD objectives and mission when more detail is provided.
Provide Red-Flag-Day/wildfire evaluation and planning support efforts to engage (with KPPCSD and the County) with a focus on	Emergency vehicle access routes to the Kensington interface with Tilden Park	Assist with public awareness campaign development and relevant messaging to the community.
	Traffic control, parking regulation and evacuation protocols	Assist with public awareness campaign development and relevant messaging to the community.

District Goal Category V: Infrastructure Investment

Maintain and report annually to the community on the seismic integrity and functional adequacy of Kensington's fire station

Assist with public awareness campaign development and relevant messaging to the community.



## **ONGOING SERVICES - Community Preparedness Campaigns and Programs, Communication and Education**

The following pages demonstrate the currently provided services aligned to the KFPD categorized goals:

- I: Vegetation Management and Wildfire Risk Mitigation
- II: Emergency Preparedness
- III: Other District Operations and Policies
- IV: District Intergovernment Relations
- V: Infrastructure Investment

## **KENSINGTON FIRE PROTECTION DISTRICT 2024-25 Contract Proposal**

**COMMUNITY PREPAREDNESS CAMPAIGNS & PROGRAMS**

<b>PROGRAM/ CAMPAIGN</b>	<b>KFPD STRATEGIC ALIGNMENT</b>	<b>Description of Coordinator activities and support.</b>
<b>Home Hardening Program and Public Awareness Campaign</b>	<b>CATEGORY I:</b> Vegetation Management and Wildfire Risk Mitigation	Prioritize communication on ember exclusion to prevent home ignition from wildfire or structure to structure fire.
<b>Red Flag Warning Email Program and Public Awareness Campaign</b>	<b>CATEGORY II:</b> Emergency Preparedness	Continue subscriptions for Red Flag Warning Email Distribution List and update the district Red Flag Web Page as needed. Push Red Flag notifications to community through email and social media. Develop physical Red Flag Warning announcements in visible areas of the community when activated by National Weather Service
<b>Hazardous Vegetation Removal Program</b>	<b>CATEGORY I:</b> Vegetation Management and Wildfire Risk Mitigation	Continue reinforcing the necessity to remove hazardous vegetation ( juniper, bamboo, eucalyptus) priority removal along routes out of homes and main corridors for evacuation. Finalize developing a program to support removal of hazardous plants pending allocation of funds with KFPD Board approval.
<b>Evacuation Readiness Campaign</b>	<b>CATEGORY II:</b> Emergency Preparedness	Continue promoting evacuation readiness prioritizing a) knowing multiple routes out from home b) establishing a place to stay outside of Kensington in advance of an incident and c) working with neighbors to improve community preparedness to reduce hazards (i.e. parking changes and vegetation removal)
<b>Neighborhood Emergency Preparedness Block Party Program</b>	<b>CATEGORY II:</b> Emergency Preparedness	Continue being available to provide presentations at a local level to advance the district's mission to support firewise development, CERT recruitment, hazardous vegetation removal, evacuation readiness, emergency preparedness, and community resilience.
<b>Kensington Firewise Program</b>	<b>CATEGORY I:</b> Vegetation Management and Wildfire Risk Mitigation  <b>CATEGORY II:</b> Emergency Preparedness  <b>CATEGORY IV:</b> District intergovernmental relations.	Continue promoting firewise development in Kensington, supporting application filings, assist community outreach and participation, liaise with Berkley Firewise and Make El Cerrito Fire Safe associates for collaborative engagement.



## COMMUNITY PREPAREDNESS CAMPAIGNS & PROGRAMS

<b>CERT Recruitment/ Courses/ Events Public Awareness</b>	<b>CATEGORY II:</b> Emergency Preparedness	Continue supporting CERT recruitment, training, and events by publishing announcements and encouraging participation.
---	--	---

## EDUCATION & COMMUNICATION

Service/Deliverable	KFPD STRATEGIC ALIGNMENT	Description of Coordinator activities and support.
<b>Public Information Continuity</b>	<b>CATEGORY III:</b> Other district operations and policies	Provide timely, relevant, information to the community through digital, print, and public engagements.
<b>Monitor communication</b>	<b>CATEGORY III:</b> Other district operations and policies	Route and respond to inbound inquiries appropriately.
<b>Track hazards</b>	<b>CATEGORY II:</b> Emergency Preparedness	Monitor NWS announcements for relevant hazards to the community.
<b>Website updates</b>	<b>CATEGORY III:</b> Other district operations and policies	Create and update existing pages of the KFPD website.
<b>Maintain Red Flag Warning Email Distribution List</b>	<b>CATEGORY II:</b> Emergency Preparedness	Add contacts to the Red Flag Warning Email distribution list.
<b>Assist residents with CWS Registration</b>	<b>CATEGORY II:</b> Emergency Preparedness	Provide contact information to CWS for residents to confirm registration or create a new profile for warning notifications.
<b>Firewise Overview</b>	<b>CATEGORY I:</b> Vegetation Management and Wildfire Risk Mitigation	Provide program overview information to residents interested in developing a firewise community. Introduce prospective leads to active firewise leads within Kensington.
<b>Kensington Outlook Articles</b>	<b>CATEGORY III:</b> Other district operations and policies	Provide relevant content for publication through the Kensington Outlook that aligns with the district's mission.

**EDUCATION & COMMUNICATION**

<b>Fire Plug Publication</b>	<b>CATEGORY III:</b> Other district operations and policies	Publish the KFPD newsletter twice annually.
<b>Ad Hoc Communications</b>	<p><b>CATEGORY IV:</b> District Intergovernmental Relations</p> <p><b>CATEGORY V:</b> Infrastructure Investment</p>	Create outreach material for firewise communities, or notices for the El Cerrito Kensington Fire Department when needed.
<b>Existing Activities</b>	<p><b>CATEGORY I:</b> Vegetation Management and Wildfire Risk Mitigation</p> <p><b>CATEGORY II:</b> Emergency Preparedness</p> <p><b>CATEGORY IV:</b> District intergovernmental relations.</p>	National Night Out
		CERT Announcements
		National Preparedness Month
		Sandbag Distribution
		Fire Extinguisher Disposal
		CERT Water Storage Sale
		Paper Shredding & Medical Collection Event
		Evacuation Readiness Campaign
		Community Wildfire Preparedness Day/Week
Kensington Firewise		



## **Emergency Preparedness Coordinator Campaign Timeline**

The following page illustrates the timeline of campaigns and activity throughout the year.

# **KENSINGTON FIRE PROTECTION DISTRICT 2024-25 Contract Proposal**



**START THESE 3 THINGS FOR  
COMMUNITY WILDFIRE  
PREPAREDNESS DAY**

**MAY 4th, 2024**



September is **NATIONAL  
PREPAREDNESS  
MONTH**



**WILDFIRE PREPAREDNESS WEEK**

**AN ACTION A DAY  
FOR 7 DAYS**

**MAY 1-7**



**Kensington residents should use these resources to stay aware of emergencies**

**Read more to know why you should use ALL of them**





# RED FLAG WARNING

## EAST BAY HILLS

TUE 8/17 11:00 PM - WED 8/18 3:00 PM



**KENSINGTON**  
FIRE PROTECTION DISTRICT

REMAIN **ALERT AND AWARE**  
OF YOUR SURROUNDINGS.

**Assume all lines are energized.**  
**CALL 9-1-1 TO REPORT DOWNED LINES**



# FIRE WEATHER WATCH

## POTENTIAL DRY LIGHTNING

## EAST BAY HILLS

SUN 7/18 5:00 PM - MON 7/19 11:00 AM



What to consider  
when  
**evacuating**  
your home



**FIREWORKS ARE**  
**ILLEGAL**

**HIGH RISK**  
**WILDFIRE**



**PLANNING AHEAD FOR**  
**WILDFIRE SMOKE**

PREPARATION FOR POOR AIR QUALITY &  
HEALTH CONSIDERATIONS

Agenda Packet Page 30 of 156

KENSINGTON  
FIRE PROTECTION DISTRICT



# BEING NEIGHBORLY IS IN YOUR PREPAREDNESS PLAN

Please participate in our second of two surveys



## WHAT IS A QR CODE? HOW DO I READ IT? WHAT ARE THEY FOR?

You may have seen those blotchy squares on the Kensington Fire Protection District Wildfire Preparedness Workbook.

Why are they there? The QR Code is for your convenience. Have you ever typed in a web address and missed a letter? Or couldn't quite find the right page or website for something specific?

Read the article to find out more about how QR Codes are beneficial for all ages.



## CAL FIRE SUBDIVISION REVIEW



Purdue - Surveyed 12/4/2023	
Subdivision Name	Purdue
Subdivision Alias	
Responsibility Area	LRA
FHSZ	Very High
City	Kensington
County	Contra Costa
Attachments:	<a href="#">23-XCC-B743.pdf</a>
Zoom to	

- Create a second
- Install reflect
- Install refle
- Limit street
- Conduct
- Install



## DO YOU HAVE EXPIRED FIRE EXTINGUISHERS?

### INFORMATION FOR PROPER DISPOSAL



# EMERGENCY SUPPLY SALE

WATER STORAGE & EXTINGUISHERS

PLACE YOUR ORDER BY THURSDAY, APRIL 27TH



**OPEN ENROLLMENT - REGISTER NOW!**

## EMERGENCY RESPONSE TRAINING

- **DISASTER PREPAREDNESS**
- **FIRE SAFETY & HAZARDS**
- **BASIC FIRST AID**
- **TREATING LIFE-THREATENING CONDITIONS**
- **SEARCH & RESCUE**

WINTER SESSION BEGINS Thursday, January 11th  
WEEKLY THURSDAY EVENING CLASS (9 WEEKS)  
LOCATION: LAFAYETTE COMMUNITY CENTER

~~\$100~~ **\$40**

EL CERRITO & KENSINGTON RESIDENTS  
QUALIFY FOR RESIDENT COURSE FEE

Contact for registration info:



COMMUNITY EMERGENCY  
RESPONSE TEAM

## EL CERRITO & KENSINGTON **EARTHQUAKE PREPAREDNESS**

### EMERGENCY SUPPLY SALE

WATER STORAGE & FIRE EXTINGUISHERS


#### **DO YOU HAVE 1 MONTH'S WORTH OF WATER STORAGE?**

When an earthquake hits, one of the most important things to have on hand will be drinking water. EBMUD say they expect to have most residential service restored within a month of a major quake. Prepare to have 1 gallon of potable water and 1 gallon of sanitation water per person per day.

**GET PREPARED IN TWO EASY STEPS.**



**KENSINGTON**  
FIRE PROTECTION DISTRICT



**DON'T MISS A CRITICAL MESSAGE!**

**COMPLETE THESE STEPS TO KNOW WHEN AN EMERGENCY IS OCCURRING AT HOME.**

- 1. ADD THE CWS CONTACT CARD TO YOUR MOBILE DEVICE'S CONTACT LIST.**  
Some cell carriers categorize unknown callers as spam. Download the card now and enable Emergency Bypass for the contact.  
 CWS 925-655-0195  
SCAN TO DOWNLOAD THE CONTACT CARD
- 2. REGISTER WITH CWS TO ENSURE YOUR DEVICE RECEIVES ALERTS.**  
Contra Costa County Community Warning System (CWS) will work with first responders to contact residents during an emergency. Registration is vital to receiving alerts.  
 VISIT: [CWSALERTS.COM](http://CWSALERTS.COM)  
SCAN TO VISIT THE REGISTRATION SITE
- 3. OPT-IN TO NIXLE BY TEXTING YOUR ZIP CODE TO '988777' ON YOUR MOBILE DEVICE.**  
Nixle is a notification platform controlled by local public safety agencies. Kensington Police and Fire use Nixle to communicate directly with the community.  
 VISIT: [WWW.NIXLE.COM](http://WWW.NIXLE.COM)  
SCAN FOR THE NIXLE APP

f @kensingtonfpd

**KENSINGTON**  
FIRE PROTECTION DISTRICT



**RED FLAG DAYS REQUIRE YOUR ACTION!**  
KNOW WHEN YOU NEED TO BE READY

Register for Red Flag and Emergency Preparedness Email Notifications from Kensington Fire Protection District.

- STAY INFORMED OF RED FLAG DAYS
- PACK YOUR GO BAG
- STAY AWARE OF WILDFIRE RISKS
- STAGE YOUR CAR FOR POSSIBLE EVACUATION
- HELP YOUR NEIGHBORS PREPARE

TO SUBSCRIBE, SEND AN EMAIL TO: [SUBSCRIBE@KENSINGTONFIRE.ORG](mailto:SUBSCRIBE@KENSINGTONFIRE.ORG)  
SCAN TO SUBSCRIBE FOR EMAIL ALERTS

**WHAT IS A RED FLAG WARNING?**  
 Red Flag Warnings are issued by the National Weather Service when conditions combine to produce the possibility of extreme fire behavior. Be ready on Red Flag Days.

- High Temperatures
- Low Humidity 20% AND BELOW
- Strong Winds 25 MPH +
- Possibility of Dry Lightning Strikes
- Dry Fuels

f @kensingtonfpd

The maintenance of this area is a unique example of neighbors and agencies working together for a Fire Safe Community.

Our thanks to PG&E for grant funding, to the Kensington Fire Protection District, East Bay Regional Parks District and Diablo Fire Safe Council for their ongoing support of this project.



**KENSINGTON**  
FIRE PROTECTION DISTRICT

**STAY AWARE & ALERT**  
**RED FLAG WARNINGS**

**SIGN UP FOR EMAIL NOTIFICATIONS**  
 VISIT TO LEARN MORE: [www.kensingtonfire.org/redflag](http://www.kensingtonfire.org/redflag)  
 or scan the QR Code below.

- ADJUST YOUR PARKING
- PREP YOUR GO-BAG
- UPDATE YOUR EVACUATION PLAN

[www.kensingtonfire.org](http://www.kensingtonfire.org)



**PUBLIC NOTICE**

**DOOR HANGER DISTRIBUTION**

**KENSINGTON EVACUATION DRILL**

**SAT, APRIL 9th, 9:00AM**

[www.kensingtonfire.org/drill](http://www.kensingtonfire.org/drill)

PREPARING IN PARTNERSHIP

**KENSINGTON**  
FIRE PROTECTION DISTRICT



## HELP US IMPROVE OUR EMERGENCY RESPONSE

Please participate in our first of two surveys.

This survey provides Kensington's emergency planners with knowledge regarding disaster response and preparedness.

***DON'T WAIT FOR A DISASTER.  
SCORE YOUR PREPAREDNESS NOW!***



Find out if you'll be helping others  
or needing help in an emergency.

SCAN or visit the website to take the assessment:  
[www.kensingtonfire.org/survey](http://www.kensingtonfire.org/survey)



KENSINGTON  
FIRE PROTECTION DISTRICT



## BLOCK PARTY PREPAREDNESS METRICS

	2022 EVACUATION DRILL SURVEY RESULTS	PURDUE AVE BLOCK PARTY	KENSINGTON CT BLOCK PARTY	LAKE DRIVE BLOCK PARTY	RUGBY AVE BLOCK PARTY
The CWS phone number added to mobile phone contacts.	<b>45.7%</b>	<b>31.6%</b>	<b>63.6%</b>	<b>75%</b>	<b>100%</b>
Registered with CWS for emergency alerts.	<b>96.1%</b>	<b>47.4%</b>	<b>81.8%</b>	<b>87.5%</b>	<b>100%</b>
Go Bag packed and accessible for the upcoming fire season.	<b>67.7%</b>	<b>63.2%</b>	<b>54.5%</b>	<b>75%</b>	<b>77.8%</b>
Emergency supplies for shelter in place at home.	<b>67.4%</b>	<b>78.9%</b>	<b>72.7%</b>	<b>93.8%</b>	<b>88.9%</b>
Reunification plan or a meeting place established with friends/family for emergencies.	<b>55.1%</b>	<b>73.7%</b>	<b>45.5%</b>	<b>56.3%</b>	<b>33.3%</b>



KENSINGTON  
FIRE PROTECTION DISTRICT

# SANDBAGS

for Kensington Residents



**WELCOME**  
SUN O  
1 LAW

All residents are invi  
District Welcome P  
new Fire Chief and re

SUGGESTED DONAT  
**FOR TICKETS, SCAN**  
**WWW.KENS**





## GET OUT & DOWN

### KNOWING HOW TO GET OUT YOUR RESPONSIBILITY

Identify at least two ways out of Kensington from your home.

Use the nearest available downhill major streets to get out.

# 2

## SITUATIONAL AWARENESS

### STAY INFORMED & AWARE

Residents are responsible for knowing their way to Arlington Avenue or Spruce Hill. Residents in the Arlington consider Sunset Drive through View Cemetery to Colusa Ave. Add those living on the northeastern consider Hilltop School drive at the top of Highland traffic bollards have been removed for evacuation.

This area includes streets in a very high fire risk because of the immediate proximity to Tilden Park.

## 3 KNOW YOUR ZONE

Your zone is referred to as ECK-E008, or locally it may be verbally abbreviated as "Zone 8".

Emergency communications may refer to your zone number in an evacuation message, or it may only contain plain text instructions.

If you or people in your household have limited mobility or medical issues, consider pre-evacuation. This means not waiting to leave until you're given an order to go.

## 4 PLAN FOR YOUR SAFETY

Establish a plan that ensures:

- 1 Easily grabbing your prepacked Go Bag.
- 2 Using your respective route out of Kensington.
- 3 Having a plan for shelter that suits your needs, whether its with a friend/relative, a hotel, or second home, plan well in advance of an emergency. When an emergency strikes, go there!

More detailed preparedness information is available in the Kensington Wildfire Preparedness Workbook. Visit our website online or request a hard copy by emailing [prepare@kensingtonfire.org](mailto:prepare@kensingtonfire.org).

## A MESSAGE FROM THE CHIEFS



EL CERRITO-KENSINGTON FIRE  
Fire Chief Eric Saylor

Use this guide as a prompt to finalize your wildfire evacuation plan. We have provided resources which will help you build an emergency plan. Thank you for doing your part to ensure your safety.



KENSINGTON POLICE DEPARTMENT  
Police Chief Mike Gancasz

A wildland fire presents a unique threat to our community. The presence of a fire that sweeps through the hills that comprise the District of Kensington creates a considerable threat to both life and property. Everyone in our community has an important role in ensuring all residents can safely leave an area threatened by a wildfire. Planning, preparing, and practicing simple actions as a community can help make leaving quicker, easier, and safer for residents and first responders, reducing the possibility of injury or worse.

WHEN IN DOUBT - LEAVE EARLY, GET OUT!

## KENSINGTON

EVACUATION  
EVACUATION

EVACUATION  
IS YOUR  
RESPONSIBILITY

RESPONSIBILITY  
RESPONSIBILITY  
WILDFIRE  
EVACUATION IMPERATIVES

Critical information Kensington residents need to know for a community-wide evacuation.

KENSINGTON ZONE 8

## BEYOND THE ZONE NUMBER ZONE ECK-E008

Residents must know their zone number and all exit routes. Collaborate with neighbors to develop and practice evacuation plans, ensuring preparedness and safety. This involves being ready to leave on short notice and familiarizing yourself with all traffic and walking routes leading to main roads for exiting Kensington during an evacuation.

TURN OVER- continued on back.

### NOTE

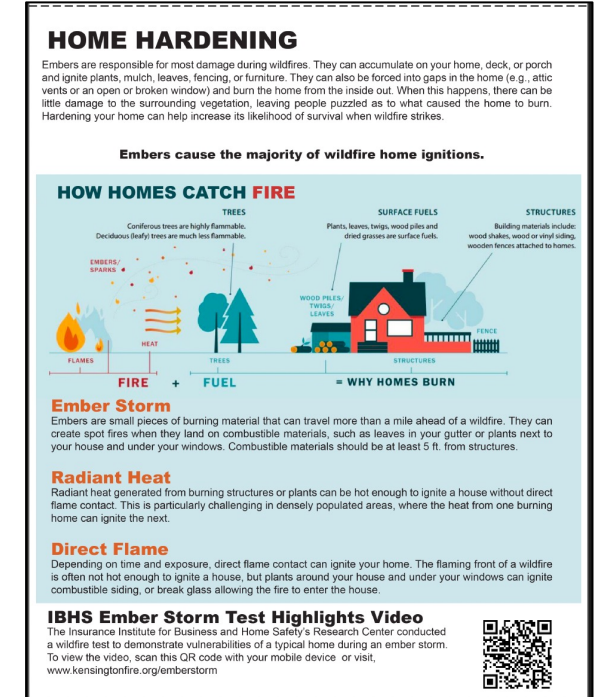
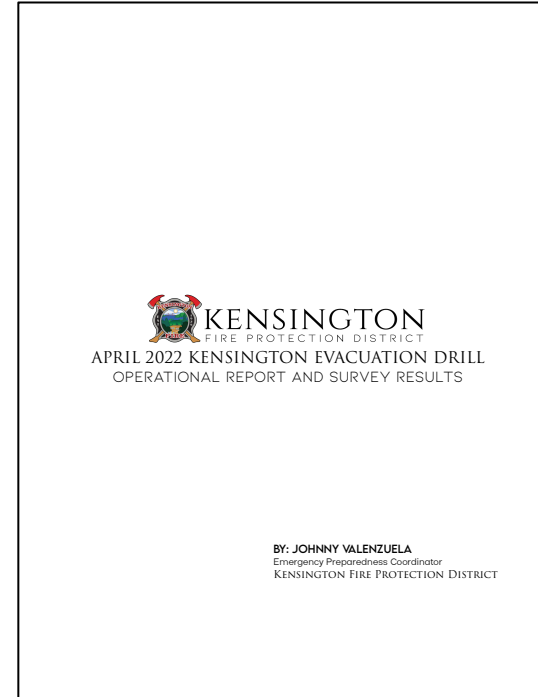
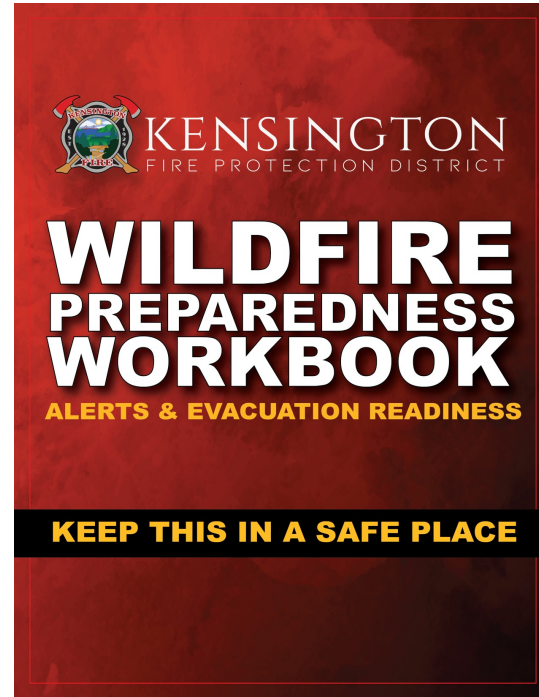
Any special evacuation instructions from the Kensington Police Department or other agencies (e.g. CWS) will supersede these instructions.

EVACUATION  
EVACUATION  
IS YOUR  
RESPONSIBILITY  
RESPONSIBILITY



# PREPAREDNESS PUBLICATIONS:

Scan the QR's below to view the full document.





**KENSINGTON**  
FIRE PROTECTION DISTRICT

**ZOOM WEBINAR FEATURING CAL FIRE  
FORMING A FIREWISE COMMUNITY**



**OCT 11TH 11:00AM**

[WWW.KENSINGTONFIRE.ORG/KENSINGTON-FIREWISE](http://WWW.KENSINGTONFIRE.ORG/KENSINGTON-FIREWISE)



FIRE PROTECTION DISTRICT

# WILDFIRE COMMUNITY PREPAREDNESS DAY

**SATURDAY MAY 7 2022**  
**KENSINGTON PARK 11am-1:00pm**  
[WWW.KENSINGTONFIRE.ORG/EVENT](http://WWW.KENSINGTONFIRE.ORG/EVENT)

KIDS ACTIVITIES & "TOUCH-A-TRUCK"  
 UPDATES ON COMMUNITY INITIATIVES  
 FOOD TRUCK, & LOCAL ORGANIZATION BOOTHS  
**FEATURING EXPERTS IN EMERGENCY PREPAREDNESS**





**APPLICATION PERIOD 1/1/2024- 4/30/2024**

**REPLANTING GRANT PROGRAM**

**Funds are available for qualifying projects to replace hazardous vegetation.**

**WWW.KENSINGTONFIRE.ORG/REPLANT**



# **NATIONAL NIGHT OUT**





**KENSINGTON**  
FIRE PROTECTION DISTRICT

# NEIGHBORHOOD EMERGENCY PREPAREDNESS BLOCK PARTY

Safety starts at home.





**KENSINGTON**  
FIRE PROTECTION DISTRICT



**COMMUNITY SAFETY EVENT**

# SHRED & MEDS

PAPER AND PHARMACEUTICAL DROP-OFF



**LOCATION HAS BEEN CHANGED**

**UNITARIAN UNIVERSALIST CHURCH OF BERKELEY  
ONE LAWSON ROAD KENSINGTON**

**LOCATION HAS BEEN CHANGED**

**SATURDAY APRIL 29TH**

**10:00am-1:00pm**

INFO: [WWW.KENSINGTONCA.GOV](http://WWW.KENSINGTONCA.GOV)







# KENSINGTON FIRE PROTECTION DISTRICT

## CONSULTANT AGREEMENT

DATE: July 1, 2023

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

CONSULTANT: **Altivu**  
[REDACTED]

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

a . Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:

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

3. Term of Agreement:

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

4. Compensation:

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

5. Expense Reimbursement:

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

## KENSINGTON FIRE PROTECTION DISTRICT

Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks, and other related items, as well as costs specifically incurred for the performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying.

6. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

7. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by KFPD.

8. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: Kensington Fire Protection District, 217 Arlington Ave., Kensington, CA 94707. All invoices must reference this contract by the name of the parties and date executed, service performed.

9. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the KFPD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to KFPD. The CONSULTANT shall not have any claim under this Agreement or otherwise against KFPD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. KFPD will issue a form 1099 at year-end for fees earned.

10. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of KFPD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

11. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to

## KENSINGTON FIRE PROTECTION DISTRICT

provide services to KFPD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

12. **Compliance:**

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. **Indemnification, Hold Harmless and Defense:**

CONSULTANT shall indemnify, defend with counsel acceptable to KFPD, and hold harmless KFPD and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of KFPD. Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of CONSULTANT to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782. CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the KFPD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by KFPD, may be retained by KFPD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

14. **Discrimination:**

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental

## KENSINGTON FIRE PROTECTION DISTRICT

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

15. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

16. Termination:

KFPD may cancel this Agreement at any time and without cause upon written notification to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to compensation for undisputed services performed to the effective date of termination.

17. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire KFPD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of KFPD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

18. Drug Free Workplace:

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

19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

20. Form Law:

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

## KENSINGTON FIRE PROTECTION DISTRICT

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

21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the KFPD whether executed by or for the CONSULTANT for KFPD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to KFPD forthwith upon termination or completion of the work under this Agreement.

22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third-Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights, or remedies hereunder.

25. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

26. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of KFPD shall be personally liable to CONSULTANT in the event of any default or breach by KFPD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

## KENSINGTON FIRE PROTECTION DISTRICT

27. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless **in** writing and signed by both parties.

IN WITNESS WHEREOF, KFPD and CONSULTANT have executed this Agreement on the day and year written below.

Altivu

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

By:  DocuSigned by:  
Johnny Valenzuela  
65CA1A6EB3334BC...

By:  DocuSigned by:  
Mary Morris-Mayorga  
3BEA9E0703934A6...

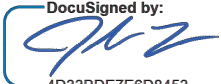
Johnny Valenzuela  
Consultant

Mary A. Morris-Mayorga  
Interim General Manager, KFPD

Date: 7/17/2023

Date: 7/17/2023

Approved as to Form:

By:  DocuSigned by:  
4D33BDE7E6D8453

District Counsel

# KENSINGTON FIRE PROTECTION DISTRICT

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



EMERGENCY PREPAREDNESS COORDINATOR  
2023/24 CONTRACT PROPOSAL

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

**APPLICANT: ALTIVU/J.VALENZUELA**



## SUMMARY

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

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

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

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

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

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

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

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

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

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

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

**Maintaining Coordination Between Law Enforcement and Fire**

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

**PROJECT APPROACH**

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

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

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

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

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

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

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

## RECOMMENDATIONS

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

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

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

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

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

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

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

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

## FEE SCHEDULE

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

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

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

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

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

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

**Promote and support Block Party Actives**

Continue pushing NEP Block Parties to promote District Emergency Preparedness objectives

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

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

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

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

**Attend and Present at KPOA Annual Meeting**

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

**Continue State and National Preparedness Campaigns**

Launch campaigns for Wildfire Preparedness Week and National Preparedness Month.

**Outlook Content / The Fire Plug**

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

**Produce and Distribute Supplemental Information as Needed**

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

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

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

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

Relationships	Identify all neighboring agencies and regional jurisdictions and relevant staff.	
	County of Alameda	Consolidate a single platform for Kensington District which can connect to all local agency organizations that impact the district resident contact with individuals in local neighboring develop a relationship for coordination and content and resources for public service. Make every agency PIO/Communications Director relationship. Form a knowledge share forum contacts to stay informed of any development improvements, trends, methods, tools, that n service.
	County of Contra Costa	
	El Cerrito- Kensington Fire	
	Berkeley Fire	
	Albany Fire	
	Richmond Fire	
	Berkeley Fire	
	Alameda County Fire	
	Orinda-Moraga Fire	
	San Pablo Fire	
	Hercules Rodeo Fire	
	Cal Fire	
	Sheriff Alameda	
	Sheriff Contra Costa	
	CHP	
	Contra Costa County Fire	
	Oakland Fire	
	San Francisco Fire	
	CalOES	
	US Geological Survey	
	National Parks Service	
	US Coast Guard Pacific Area	
	BART	
	CalTRANS	
	East Bay Regional Parks	
	PG&E	
	East Bay MUD	
	National Weather System	
	Bay Area Air Quality Management District	
<b>Continuity</b>	<b>Align approaches for consistent public messaging.</b>	Through established connections by following agencies, and building relationships with cou agencies. Sharing information via social med their accounts, or mirroring the content to ec district channels will maintain continuity in m
<b>Meetings</b>	<b>Attend relevant local meetings</b>	Provide feedback to KFPD and associated co updates and key developments from other ag opportunity to meet other counterparts at rel Report any findings relevant to the communit

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

## REPAINTING THE PSB

Item 9e on the June KFPD agenda was to discuss the possible repainting of the PSB. The meeting ended before a discussion took place. This is to provide some background and clarity to the purpose of a repainting.

Julie and I were appointed as an ad hoc committee to look at this, and I obtained a bid from a local painter. GM Tim Barry requested a color scheme from our project architect and several of those options were included in the June agenda with no estimate of cost or the primary purpose of repainting.

Several months ago, the neighbors of the house north of the PSB contacted us to express several concerns. First, when the PSB was remodeled the 400 sq. ft. of outside sitting area was enclosed which eliminated sunlight to the neighbor's house. Second, the PSB was repainted in a very dark color which further reduced light to their house. As stated in the attached letter from this neighbor, they are requesting that the PSB be repainted a lighter color.

We obtained a color scheme and a bid from Gate View Painting, a local painter who has painted other El Cerrito fire stations. This proposal is to paint the two sides and front, but not the back. This repainting will require a primer bonding coat and two finish coats. It will require scaffolds and take one week to complete. The labor and material costs are \$16,440.

When this was presented two months ago our GM, Tim Barry, requested getting a color scheme from our architect, Marjang. Marjang came back with several color concepts, copies attached, but no price. These colors consist of a white and a soft green, but will not blend that well with the bright red fire truck doors which cannot be repainted, only replaced.

It is therefore recommended that we either accept the bid from Gate View Painting for three sides, or ask him for a bid for just the side facing the adjacent house to the north. The start date would occur when the fire department occupied the PSB and painting would not interfere with operations.

Jim Watt



Subject: New paint color on the Public Safety Building (PSB)

To the KFPD Board of Directors,

No other property has been more impacted by the PSB renovation than our property, not only by the on going construction but more importantly by the enclosure of the deck. The original design was considerate to our house by reducing the bulk of the building as it met our property. This not only visually looked sensitive but it also let more light and sun to shine in our direction.

Now that the deck has been enclosed we have less light and sun shining on our property making the interior of our house darker. Adding insult to injury the new dark paint color has further reduced the light shining in our house. We didn't realize how much light was reflecting from the PSB wall facing our house until the color was changed.

I urge the KFPD Board to repaint the Building to a lighter color, the previous color was light and inviting, this current color is uninviting and makes the building heavier to the eye. When the copper fascia eventually turns a bronze color it will match the existing color which will make the building even heavier.

The Building needs a lighter color not only for our sake but for the perception of a welcoming public building.

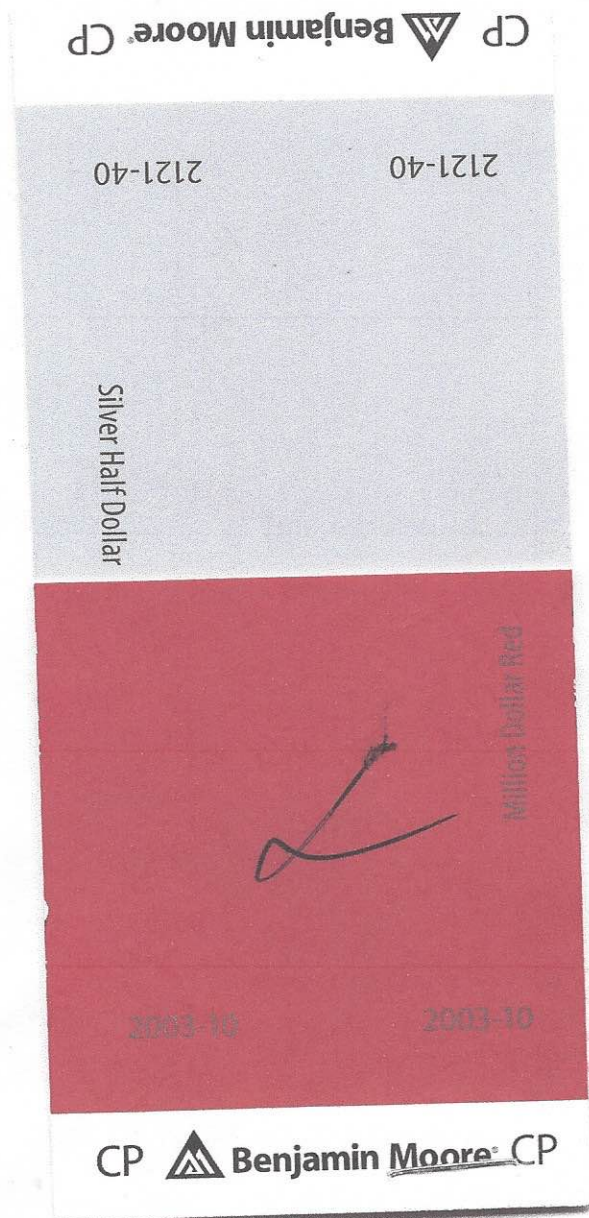
Regards,  
The neighbors at 213 Arlington Ave.





Approved Budget Page 67 of 156

GRAY COLOR  
PRICE \$16440





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

**DATE/TIME:** May 15, 2024, 7:00PM

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

**PRESENT:** Directors: President Daniel Levine, Vice President Danielle Madugo,  
Director Rick Artis, Director Julie Stein, Director Jim Watt  
Staff: Interim GM Tim Barry, Executive Assistant/Board Clerk  
Candace Eros Diaz, Fire Chief Eric Saylor

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

President Daniel Levine called the meeting to order at 7:06 p.m. and confirmed the roll call.

**2. PUBLIC COMMENT (00:00:52)**

Mary Korn, an attendee on zoom, commented on the subject of the Contra Costa Local Hazard Mitigation Plan, Assembly Bill 3074. There was no additional public comment.

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

Interim GM Tim Barry removed agenda item 03b as it was approved at the April 17, 2024 meeting.

- a. **Approval of Minutes** of the Board of Directors Regular meetings of 02/21/2024, 03/20/2024, 04/17/2024 (Approve)
- b. **Acceptance of Incident Activity Report** April 2024
- c. **Approval of Monthly Transmittal** 04/15/2024
- d. **Approval of Monthly Financial Reports** 04/30/2024

**Moved/Seconded:** Vice President Madugo/Director Stein  
**Action:** Approved Consent Items 3a and 3c-d **Ayes:** President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** Director Artis **Absent:** None  
**Video Time Stamped: 00:07:42**

**4. PRESENTATION BY EAST BAY REGIONAL PARK DISTRICT (00:07:50)**

Chief Aileen Theile, Assistant Chief Khari Halae, and Captain Patrick McIntyre, from the East Bay Regional Park District, presented the report as included in the packet. The board discussed the item.

Tom Cunniff commented on addressing areas of concern before September. Ciara Wood commented on her concerns of storm damage's effect on the landscape. Anthony Knight suggested moving towards a solution either by having more frequent meetings or joint committees. There was no additional public comment.

**5. FIRE CHIEF'S REPORT (01:32:44)**

Fire Chief Eric Saylors presented the report as included in the packet. He provided administrative practices, operations, public outreach, and training updates. The board discussed the item.

Anthony Knight commented on the subject of the ability to pass ordinances limiting vegetation within 100 ft of our border. Tom Cunnif commented on the subject of ordinances to limit vegetation on residential properties that are already enforceable now. There was no additional public comment.

**6. CONTRA COSTA COUNTY LOCAL HAZARD MITIGATION PLAN (LHMP) (01:41:22)**

Captain David Ciappara presented the report as included in the packet. The board discussed the item.

There was no public comment.

**7. EAST BAY HILLS WILDFIRE PREVENTION MOU AND COORDINATING GROUP (02:00:45)**

Fire Chief Eric Saylors presented the report and resolution as included in the packet. The board discussed the item and determined to take no action at this time.

There was no public comment.

**8. EMERGENCY PREP COORDINATOR'S REPORT (02:22:26)**

EP Coordinator Johnny Valenzuela presented the report including presentation. He highlighted community engagement events, district communications/publications, initiatives/deliverables, and past meetings.

There was no board discussion or public comment.

**9. OLD BUSINESS**

There was no old business.

**10. NEW BUSINESS**

**a. PROPOSAL TO CHANGE START TIME OF REGULAR EMERGENCY PREPAREDNESS COMMITTEE (EPC) MEETINGS TO 4:00 P.M. (02:28:33)**

President Levine introduced, and the board discussed the item.

There was no public comment.

**Moved/Seconded:** Director Stein/*Note: No second was received (this item will be ratified at a future agenda)*

**Action:** Approved changing the start time of regular Emergency Preparedness Committee meetings from 3:00 p.m. to 4:00 p.m. **Ayes:** Director Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None

**Video Time Stamped: 02:29:30**

**b. EXTERIOR COLOR OF PUBLIC SAFETY BUILDING (02:29:40)**

Director Watt presented the report as included in the packet. The board discussed the item and agreed to have Interim GM Barry engage the architect and a color consultant on the matter.

A member of the public commented on the subject of the exterior color of the public safety building.

President Levine appointed Directors Watt and Stein to an ad-hoc committee for this.

There was no additional public comment.

**Moved/Seconded:** President Levine/Director Artis  
**Action:** Approved extending the meeting to 10:15 p.m. **Ayes:** Director Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None  
**Absent:** None **Video Time Stamped: 02:47:00**

**11. GENERAL MANAGER'S REPORT (02:47:12)**

Interim GM Barry presented the report as included in the packet. The board discussed the item.

There was no additional public comment.

**Moved/Seconded:** President Levine/Vice President Madugo  
**Action:** Approved the Interim GM to schedule a special joint meeting with the KPPCSD on the topic of determining the details of a potential consolidated district in early June 2024. **Ayes:** Director Artis, President Levine, Vice President Madugo **Noes:** Director Watt **Abstain:** Director Stein **Absent:** None  
**Video Time Stamped: 02:52:15**

**Moved/Seconded:** President Levine/Director Artis  
**Action:** Approved extending the meeting to 10:30 p.m. **Ayes:** Director Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None  
**Video Time Stamped: 03:05:29**

**Moved/Seconded:** President Levine/Director Artis  
**Action:** Approved the Interim GM to expand the existing contract scope of Mary Morris-Mayorga to perform and be in charge of all tasks necessary for continuity of the District until a new Interim General Manager is appointed. **Ayes:** Director Artis, President Levine, Vice President Madugo, Director Stein, Director Watt **Noes:** None **Abstain:** None **Absent:** None  
**Video Time Stamped: 03:10:28**

**12. PUBLIC SAFETY BUILDING PROJECT UPDATE (03:19:18)**

Interim GM Barry presented the report as included in the packet noting the furniture is in the process of being ordered as items in storage are not usable. The board discussed the item.

A member of the public commented on the subject of furnishing the public safety building and if there will be an announcement to the community on the matter.

There was no additional public comment.

**13. COMMITTEE REPORTS**

**a. Emergency Preparedness Committee Meeting (03:23:42)**

President Levine presented the report as included in the packet. The board discussed the item.

There was no public comment.

**b. Finance Committee Meeting**

There was no report.

**14. OUTSIDE AGENCIES REPORTS**

**a. Contra Costa Special Districts Association**

There was no report.

**15. ADJOURNMENT:** President Levine adjourned the meeting at 10:30 p.m.

MINUTES PREPARED BY: Candace Eros Diaz and Rina Ly

These minutes were approved at the Board Meeting of the Kensington Fire Protection District on June 19, 2024.

Attest:

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





**KENSINGTON FIRE PROTECTION DISTRICT  
SPECIAL JOINT MEETING MINUTES OF  
THE BOARD OF DIRECTORS AND  
THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT**

**DATE/TIME:** June 5, 2024, 6:30PM

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

**PRESENT:** KFPD Directors: President Daniel Levine, Vice President Danielle Madugo, Director Rick Artis, Director Julie Stein, Director Jim Watt

Staff: Interim GM Tim Barry, Consultant Mary Morris-Mayorga, Executive Assistant/Board Clerk Rina Ly

KPPCSD Directors: President David Spath, Vice President Alexandra Aquino-Fike, Director Cassandra Duggan, Director Sylvia Hacaj

Staff: Interim GM David Aranda, Clerk of the Board Lynelle M. Lewis

**ABSENT:** KPPCSD Directors: Director Sarah Gough

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

President Daniel Levine called the meeting to order at 6:37 p.m. and confirmed the roll call.

**2. PUBLIC COMMENT (00:18:07)**

There was no public comment.

**3. DISCUSSION ONLY – Administrative Structure in a Hypothetical Combined District (00:19:26)**

KFPD President Levine provided an overview of the meeting’s purpose. Next, KFPD Consultant Mary Morris-Mayorga presented background on the development of the Draft KFPD & KPPCSD Administrative Structure in a Hypothetical Combined District. She reviewed the current and hypothetical organization charts and functions for both agencies. She noted that this information is needed for Ridgeline Municipal Strategies to consider in its fiscal analysis. KPPCSD Interim General Manager David Aranda pointed out that this information was put together based on their respective experiences.

Board members asked questions about the proposed staff, roles and reporting responsibilities, budget impacts, costs for CalPERS, technical support, and the need for redundancy and resilience.

Public comment was received from the following persons: 1) Rob Firmin, representing the Kensington Property Owners Association, presented a perspective on the staffing challenges for the combined districts; 2) Gail Feldman commented that she would like to see an “apples to apples” comparison on the benefits of the staffing proposal for a combined district and have the

*Board of Directors Special Meeting Minutes of June 5, 2024*

fiscal analysis look at salary and benefits; 3) Paul Dorroh asked about the talent pool for recruitment of a full-time General Manager and thanked the boards for this effort; 4) David Fike commented that staff is best able to be efficient when they have clear priorities that consolidation can bring about; 5) Dmitry Semenov, Ridgeline Municipal Strategies, thanked the boards and staff in putting the effort into what the combined district would look like in the future; and 6) Linda Lipscomb commented on the philosophy and benefits of a consolidated district to the Kensington community.

KFPD Director Artis commented that the fiscal analysis should leverage the community volunteer effort to provide resilience to the combined district. KFPD President Levine commented on his support of forwarding the proposed structure to Ridgeline Municipal Strategies. KPPCSD Director Duggan commented that she agrees with the new proposed structure. KFPD Director Stein pointed out that KPPCSD general managers are subject to CalPERS hours limitations while KFPD is not part of CalPERS; this should be considered as part of the Ridgeline costing analysis. KPPCSD Director Aquino-Fike thanked everyone for this conversation which brings optimism about creating a more resilient Kensington with a combined District. KPPCSD Spath thanked staff for putting this meeting together and for the boards coming together. He supported providing the proposed structure to Ridgeline for fiscal analysis.

**4. ADJOURNMENT:** President Levine adjourned the meeting at 8:29 p.m.

MINUTES PREPARED BY: Mary Morris-Mayorga and Lynelle Lewis (KPPCSD)

These minutes were approved at the Board Meeting of the Kensington Fire Protection District on July 17, 2024.

Attest:

---

Secretary of the Board



# EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530

(510) 215-4450 • FAX (510) 232-4917

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



**DATE:** July 2, 2024

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

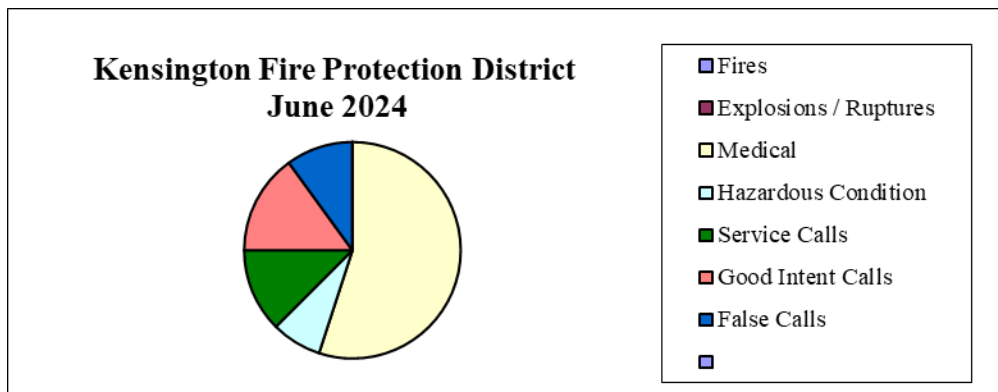
**FROM:** Jose Castrejon: Battalion Chief

**RE:** **Incident Activity Reports for June 2024**

Forty incidents occurred in the Kensington community in June, an increase of thirteen incidents from the previous month. Please see the attached “Incident Log” for the dates and times, locations, and types of incidents the Fire Department responded to this past month. During this same time, Engine 55 responded to Seventy-one calls for service, an increase of 20 incidents from the previous month. Overall, the El Cerrito-Kensington Fire Department has responded to 1,764 calls for service for the year.

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

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
<b>1: Fires</b>	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	0	0.00%
<b>2: Explosions / Ruptures</b>	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
<b>3: Medical</b>	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	22	55.00%
<b>4: Hazardous Condition</b>	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	3	7.50%
<b>5: Service Calls</b>	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	5	12.50%
<b>6: Good Intent Calls</b>	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	6	15.00%
<b>7: False Calls</b>	<i>(Wrong Company/Unit Dispatched)</i>	4	10.00%
<b>8: Weather</b>	<i>(flooding, wind, lightning)</i>	0	0.00%
<b>Totals</b>		<b>40</b>	<b>100.00%</b>



## E55 Responses

June 2024

#	Incident	Date	Type	Street	Type	City	Apparatus
1	0024065461	01-Jun-24 09:19:44	611	Carlson	BLVD	El Cerrito	E155
2	0024065521	01-Jun-24 12:17:14	321	Balra	DR	El Cerrito	E155
3	0024066120	02-Jun-24 18:54:28	321	Los Altos	DR	Kensington	E155
4	0024066239	02-Jun-24 23:08:07	710	San Pablo	AVE	El Cerrito	E155
5	0024066638	03-Jun-24 19:26:12	611M	Moeser	LN	El Cerrito	E155
6	0024066918	04-Jun-24 10:46:45	444	Harper	ST	El Cerrito	E155
7	0024066966	04-Jun-24 12:12:53	321	Los Altos	DR	Kensington	E155
8	0024067019	04-Jun-24 13:03:56	321	Arlington	BLVD	El Cerrito	E155
9	0024067353	05-Jun-24 04:55:34	321	Coventry	RD	Kensington	E155
10	0024067568	05-Jun-24 13:02:14	611M	E Wildcat Canyon	RD	Orinda	E155
11	0024067636	05-Jun-24 14:55:44	323	Arlington	BLVD	El Cerrito	E155
12	0024068123	06-Jun-24 12:32:26	611	Highgate	RD	Kensington	E155
13	0024068203	06-Jun-24 14:53:25	444	Elm	ST	El Cerrito	E155
14	0024068445	07-Jun-24 04:02:28	611	Florida	AVE	Richmond	E155
15	0024068767	07-Jun-24 18:20:19	733	Franciscan	WAY	Kensington	E155
16	0024068798	07-Jun-24 19:28:14	733	Franciscan	WAY	Kensington	E155
17	0024068940	08-Jun-24 03:12:41	733	Everett	ST	El Cerrito	E155
18	0024068990	08-Jun-24 08:02:40	554	Everett	ST	El Cerrito	E155
19	0024069277	08-Jun-24 20:13:28		San Pablo	AVE	San Pablo	E155
20	0024069330	08-Jun-24 22:57:08	322	Arlington	AVE	Kensington	E155
21	0024069731	09-Jun-24 19:03:35	321	Coventry	RD	Kensington	E155
22	0024069768	09-Jun-24 21:11:10	321	Terrace	DR	El Cerrito	E155
23	0024069845	10-Jun-24 04:18:12	321	Rincon	RD	Kensington	E155
24	0024069952	10-Jun-24 10:24:24	553	Julian	CT	El Cerrito	E155
25	0024069992	10-Jun-24 11:28:32	611X	Don Carol	DR	El Cerrito	E155
26	0024070158	10-Jun-24 17:23:06	5000	Village	DR	El Cerrito	E155
27	0024070269	10-Jun-24 20:42:27	553	Shevlin	DR	El Cerrito	E155
28	0024070323	11-Jun-24 00:08:40	321	Willamette	AVE	Kensington	E155
29	0024070543	11-Jun-24 12:53:47	611M	Cutting	BLVD	El Cerrito	E155

## E55 Responses

June 2024

30	0024070639	11-Jun-24 15:56:16	321	Colusa	AVE	El Cerrito	E155
31	0024070712	11-Jun-24 18:49:49	321	Westminster	AVE	Kensington	E155
32	0024071273	12-Jun-24 23:28:52	611X	Arlington	BLVD	El Cerrito	E155
33	0024071417	13-Jun-24 10:28:38	444	Columbia	AVE	Kensington	E155
34	0024072242	15-Jun-24 03:45:03	321	Seaview	DR	El Cerrito	E155
35	0024072649	16-Jun-24 04:05:20	321	Highgate	RD	Kensington	E155
36	0024072875	16-Jun-24 15:00:10	522	Arlington	AVE	Kensington	E155
37	0024072907	16-Jun-24 16:23:00	321	Madera	CIR	El Cerrito	E155
38	0024072909	16-Jun-24 16:30:25	511	Arlington	BLVD	El Cerrito	E155
39	0024073217	17-Jun-24 10:39:26	412	Windsor	AVE	Kensington	E155
40	0024073245	17-Jun-24 11:31:08	321	Vassar	AVE	Kensington	E155
41	0024073277	17-Jun-24 13:08:00	321	Don Carol	DR	El Cerrito	E155
42	0024073480	17-Jun-24 22:07:30	554	Don Carol	DR	El Cerrito	E155
43	0024073859	18-Jun-24 20:24:22	321	Arlington	AVE	Kensington	E155
44	0024073901	18-Jun-24 21:47:16	321	King	DR	El Cerrito	E155
45	0024074156	19-Jun-24 13:58:30	321	Highgate	CT	Kensington	E155
46	0024074207	19-Jun-24 16:24:36	745	Canon	DR	Kensington	E155
47	0024074292	19-Jun-24 19:06:52	321	Leneve	PL	El Cerrito	E155
48	0024074353	19-Jun-24 22:01:37	321	Craft	AVE	El Cerrito	E155
49	0024074547	20-Jun-24 12:17:40	321	El Cerrito	PLZ	El Cerrito	E155
50	0024074618	20-Jun-24 14:58:55	321	Willamette	AVE	Kensington	E155
51	0024074668	20-Jun-24 16:32:14	651	Ocean View	AVE	Kensington	E155
52	0024074768	20-Jun-24 20:57:01	911	Contra Costa	DR	El Cerrito	E155
53	0024075326	22-Jun-24 05:39:57	321	York	AVE	Kensington	E155
54	0024075583	22-Jun-24 16:25:29	321	Arlington	AVE	Kensington	E155
55	0024075866	23-Jun-24 07:10:47	653	Windsor	AVE	Kensington	E155
56	0024076221	24-Jun-24 02:19:54	400	Kenyon	AVE	Kensington	E155
57	0024076598	24-Jun-24 19:42:13	554	York	AVE	Kensington	E155
58	0024076907	25-Jun-24 13:06:52	611	San Pablo	AVE	San Pablo	E155
59	0024076911	25-Jun-24 13:13:32	321	Kerr	AVE	Kensington	E155

## E55 Responses

June 2024

60	0024076911	25-Jun-24 13:13:32	321	Kerr	AVE	Kensington	E155
61	0024077110	25-Jun-24 21:12:22	321	Moeser	LN	El Cerrito	E155
62	0024077134	25-Jun-24 22:34:05	321	Highland	BLVD	Kensington	E155
63	0024077818	27-Jun-24 10:38:07	5000	Madera	CIR	El Cerrito	E155
64	0024077904	27-Jun-24 14:25:34	730	El Cerrito	PLZ	El Cerrito	E155
65	0024078604	28-Jun-24 23:37:38	746	Sunset	TER	Kensington	E155
66	0024078738	29-Jun-24 09:07:47	520	Sunset	DR	Kensington	E155
67	0024079177	30-Jun-24 05:56:27	611M	Edgehill	CT	El Cerrito	E155
68	0024079264	30-Jun-24 10:34:59	311	Stockton	AVE	El Cerrito	E155
69	0024079483	30-Jun-24 19:00:23	322	Purdue	AVE	Kensington	E155
70	0024079616	01-Jul-24 01:48:54		San Pablo	AVE	El Cerrito	E155
71	0024079630	01-Jul-24 03:43:56	321	Kerr	AVE	Kensington	E155

**Kensington Incidents  
June 2024**

#	Incident	Date	Type	Street	Type	City	Apparatus
1	0024066120	02-Jun-24 18:54:28	321	Los Altos	DR	Kensington	E155
2	0024066362	03-Jun-24 08:59:23	611X	Highland	BLVD	Kensington	E152
3	0024066907	04-Jun-24 10:32:36	321	Lake	DR	Kensington	E152
4	0024066966	04-Jun-24 12:12:53	321	Los Altos	DR	Kensington	E155
5	0024066976	04-Jun-24 12:28:13	611X	Grizzly Peak	BLVD	Kensington	E152
6	0024066978	04-Jun-24 12:29:23	321	Beverly	CT	Kensington	E152
7	0024067353	05-Jun-24 04:55:34	321	Coventry	RD	Kensington	E155
8	0024068123	06-Jun-24 12:32:26	611	Highgate	RD	Kensington	E155
9	0024068767	07-Jun-24 18:20:19	733	Franciscan	WAY	Kensington	E155
10	0024068798	07-Jun-24 19:28:14	733	Franciscan	WAY	Kensington	E155
11	0024069022	08-Jun-24 09:39:33	554	Franciscan	WAY	Kensington	E152
12	0024069053	08-Jun-24 11:04:32	651	Purdue	AVE	Kensington	E152
13	0024069330	08-Jun-24 22:57:08	322	Arlington	AVE	Kensington	E155
14	0024069731	09-Jun-24 19:03:35	321	Coventry	RD	Kensington	E155
15	0024069845	10-Jun-24 04:18:12	321	Rincon	RD	Kensington	E155
16	0024070323	11-Jun-24 00:08:40	321	Willamette	AVE	Kensington	E155
17	0024070712	11-Jun-24 18:49:49	321	Westminster	AVE	Kensington	E155
18	0024070933	12-Jun-24 08:52:25	5000	Coventry	RD	Kensington	E151
19	0024071417	13-Jun-24 10:28:38	444	Columbia	AVE	Kensington	E155
20	0024072649	16-Jun-24 04:05:20	321	Highgate	RD	Kensington	E155
21	0024072875	16-Jun-24 15:00:10	522	Arlington	AVE	Kensington	E155
22	0024073217	17-Jun-24 10:39:26	412	Windsor	AVE	Kensington	E155
23	0024073245	17-Jun-24 11:31:08	321	Vassar	AVE	Kensington	E155
24	0024073859	18-Jun-24 20:24:22	321	Arlington	AVE	Kensington	E155
25	0024074156	19-Jun-24 13:58:30	321	Highgate	CT	Kensington	E155
26	0024074207	19-Jun-24 16:24:36	745	Canon	DR	Kensington	E155
27	0024074618	20-Jun-24 14:58:55	321	Willamette	AVE	Kensington	E155
28	0024074668	20-Jun-24 16:32:14	651	Ocean View	AVE	Kensington	E155
29	0024075326	22-Jun-24 05:39:57	321	York	AVE	Kensington	E155

### Kensington Incidents

June 2024

30	0024075583	22-Jun-24 16:25:29	321	Arlington	AVE	Kensington	E155
31	0024075866	23-Jun-24 07:10:47	653	Windsor	AVE	Kensington	E155
32	0024076221	24-Jun-24 02:19:54	400	Kenyon	AVE	Kensington	E155
33	0024076598	24-Jun-24 19:42:13	554	York	AVE	Kensington	E155
34	0024076911	25-Jun-24 13:13:32	321	Kerr	AVE	Kensington	E155
35	0024077134	25-Jun-24 22:34:05	321	Highland	BLVD	Kensington	E155
36	0024077325	26-Jun-24 12:05:21	321	Highland	BLVD	Kensington	E151
37	0024078604	28-Jun-24 23:37:38	746	Sunset	TER	Kensington	E155
38	0024078738	29-Jun-24 09:07:47	520	Sunset	DR	Kensington	E155
39	0024079483	30-Jun-24 19:00:23	322	Purdue	AVE	Kensington	E155
40	0024079630	01-Jul-24 03:43:56	321	Kerr	AVE	Kensington	E155



TO: Auditor Controller of Contra Costa County:

TRANSMITTAL - APPROVAL

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

**KENSINGTON FPD  
TRANSMITTAL - APPROVAL  
Invoices**

**PY/CY:**  
**BATCH #.:**  
**DATE :** 7/17/2024  
**LOCATION #:** 13  
**FILENAME:** KENSINGTON

VEND #	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND /ORG	SUB-ACCT	TASK	OPT.	ACTIVITY /WORK AUTH.	ENCUMB (P.O.) / Invoice #	P/C	PAYMENT AMOUNT
50390	CWS	6/30/2024	PSB Renovation Construction	7847	2310				PayApp#20		221,376.81
50180	Mack5	6/30/2024	PSB Renovation Soft Costs	7847	2310				5877		23,650.00
50151	El Cerrito	7/1/2024	Fire Protection Services 07/01/2024	7840	2328						356,482.64
50147	KFPD Revolving Fund	7/15/2024	Reimburse Revolving fund	7840	2490						64,031.16
<b>TOTAL</b>											<b><u>665,540.61</u></b>

Kensington FPD Approval

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

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

Kensington Fire Protection District  
 Checking Account Replenishment  
 July 17, 2024

Transactions:

Payee	Date	Expenses	Description
Vista Print	06/03/2024	\$ 104.38	Public Education
Mail Stream	06/03/2024	\$ 1,562.16	Public Education
Vision Service Plan	06/03/2024	\$ 258.48	Vision Insurance
CalPERS	06/03/2024	\$ 3,660.99	Retiree Health
Microsoft	06/05/2024	\$ 12.50	Microsoft 365 Subscription
Google	06/05/2024	\$ 342.10	Email Service
Heartland Payroll	06/07/2024	\$ 100.99	Payroll Processing Fee
Fed/State	06/07/2024	\$ 2,980.04	Payroll Tax Withholding
T Barry	06/07/2024	\$ 4,657.73	Payroll
Copy Central	06/10/2024	\$ 6.13	Printing/Copying
Copy Central	06/10/2024	\$ 233.12	Printing/Copying
Pacific Mobile	06/12/2024	\$ 3,752.92	Temp Facilities Modular
Tmobile	06/13/2024	\$ 78.00	Phone
Terminix	06/17/2024	\$ 168.00	Pest Control
EBMUD	06/17/2024	\$ 251.61	Utility
Hulu	06/20/2024	\$ 76.99	Monthly TV Subscription for Temp Facility
Copy Central	06/20/2024	\$ 403.02	Printing/Copying
Heartland Payroll	06/21/2024	\$ 100.99	Payroll Processing Fee
Fed/State	06/21/2024	\$ 1,921.86	Payroll Tax Withholding
T Barry	06/21/2024	\$ 4,501.48	Payroll
Comcast	06/24/2024	\$ 233.87	Internet
Copy Central	06/25/2024	\$ 7.46	Printing/Copying
PG&E	06/25/2024	\$ 11.23	Gas
Adobe Inc	06/03/2024	\$ 19.99	PDF Software
Zoom	06/06/2024	\$ 140.00	Zoom Payment
Comcast	06/20/2024	\$ 205.20	Internet
Ooma	06/24/2024	\$ 82.19	Office Telephone
Applied Material Engineering (Ck#995359)	06/04/2024	\$ 6,558.50	PSB Renovation
Natalya St. Clair (Ck#995360)	06/11/2024	\$ 1,900.00	Replanting Grant
Delta Dental (Ck#995361)	06/10/2024	\$ 2,472.93	Dental Insurance
Meyers Nave (Ck# 995363)	06/20/2024	\$ 4,226.04	Capital Outlay
Robert Half (Ck#995364)	06/18/2024	\$ 3,991.43	Temporary Services
Krisch Company (Ck#995365)	06/21/2024	\$ 3,699.00	Accounting
KPPCSD (Ck#995366)	06/21/2024	\$ 4,877.10	Capital Outlay
Altivu (Ck# 995367)	06/25/2024	\$ 8,790.53	Emergency Prep Coordinator
Streamline (Ck#995368)	05/15/2024	\$ 298.00	Website Development and Maintenance
Unitarian Church of Berkeley (Ck# 995369)	06/25/2024	\$ 1,344.20	Capital Outlay (Temp Facilities Lot Rental)

Net Withdrawals for Replenishment	\$ 64,031.16
	\$ -
Replenishment Adjusted for Monthly Bills	\$ 64,031.16

---

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

---

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

**Kensington Fire Protection District  
Cash and Investment Balance Sheet  
As of June 30, 2024**

**Current Cash and Investments**

<b>Cash Balance</b>		<u>Comments</u>
Petty Cash	200.00	
KFPD Revolving Acct - Gen Fund	197,626.45	Balance as of 06/30/2024
General Fund	2,356,195.23	Balance as of 06/30/2024
Special Tax Fund	199,054.72	Balance as of 06/30/2024
Capital Fund	627,705.59	Balance as of 06/30/2024
<b>Total Cash Balance</b>	<u><b>3,380,781.99</b></u>	
<b>Investments</b>		
LAIF Balance	4,085,127.82	Balance as of 06/30/2024
<b>Total Investments</b>	<u><b>4,085,127.82</b></u>	
<b>Total Current Cash and Investments</b>	<u><u><b>7,465,909.81</b></u></u>	

# Kensington Fire Protection District Balance Sheet Prev Year Comparison

07/12/24

Accrual Basis

As of June 30, 2024

	Jun 30, 24	Jun 30, 23	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
Petty Cash	200.00	200.00	0.00
KFPD Revolving Acct - Gen Fund	197,626.45	206,028.84	-8,402.39
General Fund	2,356,195.23	5,853,432.44	-3,497,237.21
Special Tax Fund	199,054.72	200,415.72	-1,361.00
Capital Fund	627,705.59	1,167,924.20	-540,218.61
<b>Total Checking/Savings</b>	3,380,781.99	7,428,001.20	-4,047,219.21
<b>Accounts Receivable</b>			
Accounts Receivable	4,805.80	4,805.80	0.00
Advance on Taxes	-125,264.54	0.00	-125,264.54
Advance on Supplemental Taxes	171,431.98	67,983.45	103,448.53
<b>Total Accounts Receivable</b>	50,973.24	72,789.25	-21,816.01
<b>Other Current Assets</b>			
Prepaid Exp.	6,110.33	6,906.07	-795.74
Prepaid CERBT - Retiree Trust	508,252.48	508,252.48	0.00
<b>Investments</b>			
LAIF Balance	4,085,127.82	24,795.13	4,060,332.69
Fed Home Loan Bk - 9/27/23	0.00	3,500,000.00	-3,500,000.00
<b>Total Investments</b>	4,085,127.82	3,524,795.13	560,332.69
<b>Total Other Current Assets</b>	4,599,490.63	4,039,953.68	559,536.95
<b>Total Current Assets</b>	8,031,245.86	11,540,744.13	-3,509,498.27
<b>Fixed Assets</b>			
Land	5,800.00	5,800.00	0.00
Equipment	1,818,946.43	1,793,890.43	25,056.00
Accumulated Depreciation-Equip	-911,477.25	-911,477.25	0.00
Building and Improvements	2,391,581.26	2,391,581.26	0.00
Accumulated Depreciation - Bldg	-1,342,172.17	-1,342,172.17	0.00
<b>Current Capital Outlay</b>			
PSB Renovation Soft Costs	1,467,763.68	906,121.28	561,642.40
PSB Renovation Hard Cost	6,051,094.68	1,263,720.63	4,787,374.05
Temp Facility - Soft Costs	261,739.37	261,682.37	57.00
Temp Facilities - Hard Costs	608,501.11	600,096.82	8,404.29
Temp Facilities - Lot Rental	29,842.00	13,800.00	16,042.00
Temp Facilities - Modular	77,240.40	32,205.36	45,035.04
Temp Facilities - Admin Sublet	56,086.65	26,824.05	29,262.60
Temp Facilities - Relocation	46,218.20	35,127.07	11,091.13
Public Safety Building PreConst	2,200.00	0.00	2,200.00
<b>Total Current Capital Outlay</b>	8,600,686.09	3,139,577.58	5,461,108.51
<b>Total Fixed Assets</b>	10,563,364.36	5,077,199.85	5,486,164.51
<b>Other Assets</b>			
Deferred Outflow of Res. - OPEB	133,200.00	133,200.00	0.00
<b>Total Other Assets</b>	133,200.00	133,200.00	0.00
<b>TOTAL ASSETS</b>	<b>18,727,810.22</b>	<b>16,751,143.98</b>	<b>1,976,666.24</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
Due to Revolving Acct - Gen Fnd	67,538.94	835,217.28	-767,678.34
Due to Other - Issued by CCC	1,840,501.05	100,500.76	1,740,000.29
Accounts Payable	697.24	1,297.24	-600.00
<b>Total Accounts Payable</b>	1,908,737.23	937,015.28	971,721.95

## Kensington Fire Protection District Balance Sheet Prev Year Comparison

07/12/24

Accrual Basis

As of June 30, 2024

	Jun 30, 24	Jun 30, 23	\$ Change
<b>Other Current Liabilities</b>			
PSB Renovation Loan	1,539,460.63	1,539,460.63	0.00
Wages & PR Taxes Payable	0.00	7,776.42	-7,776.42
<b>Total Other Current Liabilities</b>	1,539,460.63	1,547,237.05	-7,776.42
<b>Total Current Liabilities</b>	3,448,197.86	2,484,252.33	963,945.53
<b>Long Term Liabilities</b>			
EI Cerrito Reconciliation Liab.	187,870.08	187,870.08	0.00
Postretirement Health Ben Liab	0.14	0.14	0.00
<b>Total Long Term Liabilities</b>	187,870.22	187,870.22	0.00
<b>Total Liabilities</b>	3,636,068.08	2,672,122.55	963,945.53
<b>Equity</b>			
Fund Equity - General	3,889,496.00	3,889,496.00	0.00
Fund Equity - Capital Projects	3,213,698.00	3,213,698.00	0.00
Fund Equity - Special Revenue	109,075.00	109,075.00	0.00
Fund Equity - Gen Fixed Asset	2,222,992.01	2,222,992.01	0.00
Fund Equity	4,643,760.42	3,606,611.59	1,037,148.83
Net Income	1,012,720.71	1,037,148.83	-24,428.12
<b>Total Equity</b>	15,091,742.14	14,079,021.43	1,012,720.71
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>18,727,810.22</b>	<b>16,751,143.98</b>	<b>1,976,666.24</b>

**Kensington Fire Protection District**  
**Profit & Loss Prev Year Comparison**  
**July 2023 through June 2024**

	Jul '23 - Jun 24	Jul '22 - Jun 23	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Property Taxes	5,517,762.82	5,264,469.59	253,293.23
Special Taxes	200,826.80	200,436.70	390.10
Other Tax Income	326.99	24,422.92	-24,095.93
Lease Agreement	0.00	3,050.25	-3,050.25
Interest Income	60,332.75	40,336.29	19,996.46
CERBT Reimbursement	30,735.48	18,088.02	12,647.46
Miscellaneous Income	186.10	989.41	-803.31
<b>Total Income</b>	<b>5,810,170.94</b>	<b>5,551,793.18</b>	<b>258,377.76</b>
<b>Gross Profit</b>	<b>5,810,170.94</b>	<b>5,551,793.18</b>	<b>258,377.76</b>
<b>Expense</b>			
<b>Staff</b>			
Wages	205,523.19	153,783.13	51,740.06
Vacation Wages	0.00	5,271.36	-5,271.36
Medical/dental ins compensation	4,933.33	6,000.00	-1,066.67
Payroll Taxes	16,822.85	14,272.54	2,550.31
Workers Compensation/Life Ins	3,034.73	1,760.33	1,274.40
Payroll Processing	2,695.34	2,435.74	259.60
<b>Total Staff</b>	<b>233,009.44</b>	<b>183,523.10</b>	<b>49,486.34</b>
<b>RETIREE MEDICAL BENEFITS</b>			
PERS Medical	42,384.64	15,762.95	26,621.69
Delta Dental	9,891.72	11,385.48	-1,493.76
Vision Care	2,778.66	3,424.86	-646.20
<b>Total RETIREE MEDICAL BENEFITS</b>	<b>55,055.02</b>	<b>30,573.29</b>	<b>24,481.73</b>
<b>OUTSIDE PROFESSIONAL SERVICES</b>			
Fiscal Analysis Consultant	450.00	0.00	450.00
District Administration	3,991.43	0.00	3,991.43
Operational Consultant	15,375.00	5,437.50	9,937.50
Crime Insurance Policy	153.16	918.96	-765.80
Nixle Fee	3,182.70	0.00	3,182.70
Long Term Financial Planner	1,950.00	0.00	1,950.00
Emergency Prep Coordinator	97,690.03	105,199.92	-7,509.89
Accounting	46,910.78	36,895.00	10,015.78
Actuarial Valuation	0.00	5,600.00	-5,600.00
Audit	0.00	17,500.00	-17,500.00
Bank Fee	0.00	25.00	-25.00
Contra Costa County Expenses	7,292.11	56,254.22	-48,962.11
EI Cerrito Contract Fee	4,146,967.98	3,843,483.11	303,484.87
EI Cerrito Reconciliation(s)	77,553.96	77,553.80	0.16
IT Services and Equipment	10,347.74	4,097.19	6,250.55
Fire Engineer Plan Review	240.00	2,445.32	-2,205.32
LAFCO Fees	0.00	2,078.15	-2,078.15
Legal Fees	13,046.94	15,822.54	-2,775.60
Recruitment	8,706.00	30,090.00	-21,384.00
Website Development/Maintenance	3,719.88	3,239.88	480.00
Wildland Vegetation Mgmt	4,000.00	6,500.00	-2,500.00
<b>Total OUTSIDE PROFESSIONAL SERVIC...</b>	<b>4,441,577.71</b>	<b>4,213,140.59</b>	<b>228,437.12</b>
<b>COMMUNITY SERVICE ACTIVITIES</b>			
Replanting Grant	3,900.00	0.00	3,900.00
Public Education	11,534.14	14,093.67	-2,559.53
CERT Emerg Kits/Sheds/Prepared	1,637.51	0.00	1,637.51
Open Houses	0.00	718.88	-718.88
Community Shredder	3,970.50	7,252.56	-3,282.06
Community Sandbags	2,373.35	3,940.05	-1,566.70
<b>Total COMMUNITY SERVICE ACTIVITIES</b>	<b>23,415.50</b>	<b>26,005.16</b>	<b>-2,589.66</b>
<b>DISTRICT ACTIVITIES</b>			
Professional Development	6,908.10	595.00	6,313.10

**Kensington Fire Protection District**  
**Profit & Loss Prev Year Comparison**  
**July 2023 through June 2024**

Accrual Basis

	Jul '23 - Jun 24	Jul '22 - Jun 23	\$ Change
<b>Office</b>			
Mtg Room Rentals	0.00	80.00	-80.00
Internet	4,584.87	3,769.08	815.79
Office Equipment	0.00	1,189.03	-1,189.03
Office Expense	6,602.59	5,246.60	1,355.99
Office Supplies	2,727.78	763.45	1,964.33
Telephone	1,010.72	8,841.11	-7,830.39
<b>Total Office</b>	14,925.96	19,889.27	-4,963.31
<b>Election</b>	0.00	5,579.18	-5,579.18
<b>Firefighter's Apparel &amp; PPE</b>	0.00	1,264.02	-1,264.02
<b>Firefighters' Expenses</b>	0.00	28,581.68	-28,581.68
<b>Staff Appreciation</b>	66.15	0.00	66.15
<b>Memberships</b>	4,525.02	5,100.00	-574.98
<b>Building Maintenance</b>			
Gardening service	0.00	140.00	-140.00
Janitorial Service	0.00	806.24	-806.24
Miscellaneous Maint.	2,804.06	10,392.70	-7,588.64
<b>Total Building Maintenance</b>	2,804.06	11,338.94	-8,534.88
<b>Building Utilities/Service</b>			
Refuse Collection	3,171.48	2,169.76	1,001.72
Gas and Electric	5,692.39	14,993.51	-9,301.12
Water/Sewer	5,396.52	2,902.98	2,493.54
Building Utilities/Service - Other	902.88	0.00	902.88
<b>Total Building Utilities/Service</b>	15,163.27	20,066.25	-4,902.98
<b>Total DISTRICT ACTIVITIES</b>	44,392.56	92,414.34	-48,021.78
<b>Total Expense</b>	4,797,450.23	4,545,656.48	251,793.75
<b>Net Ordinary Income</b>	1,012,720.71	1,006,136.70	6,584.01
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Discount on US TBills	0.00	61,625.00	-61,625.00
Discount on Fixed Security	0.00	143,060.07	-143,060.07
<b>Total Other Income</b>	0.00	204,685.07	-204,685.07
<b>Other Expense</b>			
Depreciation Expense	0.00	173,672.94	-173,672.94
<b>Total Other Expense</b>	0.00	173,672.94	-173,672.94
<b>Net Other Income</b>	0.00	31,012.13	-31,012.13
<b>Net Income</b>	<b>1,012,720.71</b>	<b>1,037,148.83</b>	<b>-24,428.12</b>

# Kensington Fire Protection District

## Profit & Loss Budget vs. Actual

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Property Taxes	5,517,762.82	5,475,049.00	42,713.82	100.78%
Special Taxes	200,826.80	201,000.00	-173.20	99.91%
Other Tax Income	326.99	25,000.00	-24,673.01	1.31%
Lease Agreement	0.00	3,050.00	-3,050.00	0.0%
Interest Income	60,332.75	216,110.00	-155,777.25	27.92%
CERBT Reimbursement	30,735.48	68,000.00	-37,264.52	45.2%
Salary Reimbursement Agreement	0.00	0.00	0.00	0.0%
Miscellaneous Income	186.10	2,000.00	-1,813.90	9.31%
<b>Total Income</b>	<b>5,810,170.94</b>	<b>5,990,209.00</b>	<b>-180,038.06</b>	<b>96.99%</b>
<b>Gross Profit</b>	<b>5,810,170.94</b>	<b>5,990,209.00</b>	<b>-180,038.06</b>	<b>96.99%</b>
<b>Expense</b>				
<b>Staff</b>				
	<i>reviewing staffing with accounting team to ensure PY accrual has been reversed</i>			
Wages	205,523.19	163,191.00	42,332.19	125.94%
Vacation Wages	0.00	6,816.00	-6,816.00	0.0%
Medical/dental ins compensation	4,933.33	9,333.00	-4,399.67	52.86%
Payroll Taxes	16,822.85	13,820.00	3,002.85	121.73%
Workers Compensation/Life Ins	3,034.73	3,500.00	-465.27	86.71%
Payroll Processing	2,695.34	2,545.00	150.34	105.91%
<b>Total Staff</b>	<b>233,009.44</b>	<b>199,205.00</b>	<b>33,804.44</b>	<b>116.97%</b>
<b>RETIREE MEDICAL BENEFITS</b>				
PERS Medical	42,384.64	52,000.00	-9,615.36	81.51%
Delta Dental	9,891.72	12,000.00	-2,108.28	82.43%
Vision Care	2,778.66	4,000.00	-1,221.34	69.47%
CalPERS Settlement	0.00	0.00	0.00	0.0%
<b>Total RETIREE MEDICAL BENEFITS</b>	<b>55,055.02</b>	<b>68,000.00</b>	<b>-12,944.98</b>	<b>80.96%</b>
<b>OUTSIDE PROFESSIONAL SERVICES</b>				
Fiscal Analysis Consultant	450.00	0.00	450.00	100.0%
District Administration	3,991.43			
Operational Consultant	15,375.00	5,000.00	10,375.00	307.5%
Crime Insurance Policy	153.16			
Nixle Fee	3,182.70	4,120.00	-937.30	77.25%
Long Term Financial Planner	1,950.00	2,500.00	-550.00	78.0%
Emergency Prep Coordinator	97,690.03	108,356.00	-10,665.97	90.16%
Accounting	46,910.78	37,080.00	9,830.78	126.51%
Actuarial Valuation	0.00	2,800.00	-2,800.00	0.0%
Audit	0.00	20,000.00	-20,000.00	0.0%
Bank Fee	0.00	50.00	-50.00	0.0%
Contra Costa County Expenses	7,292.11	39,520.00	-32,227.89	18.45%
EI Cerrito Contract Fee	4,146,967.98	4,146,968.00	-0.02	100.0%
EI Cerrito Reconciliation(s)	77,553.96	77,554.00	-0.04	100.0%



## Kensington Fire Protection District Profit & Loss Budget vs. Actual July 2023 through June 2024

<b>Total Income</b>	5,810,170.94	5,990,209.00	-180,038.06	96.99%
<b>Gross Profit</b>	5,810,170.94	5,990,209.00	-180,038.06	96.99%
IT Services and Equipment	10,347.74	2,500.00	7,847.74	413.91%
Fire Abatement Contract	0.00	5,250.00	-5,250.00	0.0%
Fire Engineer Plan Review	240.00	3,000.00	-2,760.00	8.0%
Grant Writer/Coordinator	0.00	15,000.00	-15,000.00	0.0%
Risk Management Insurance	0.00	21,697.00	-21,697.00	0.0%
LAFCO Fees	0.00	2,100.00	-2,100.00	0.0%
Legal Fees	13,046.94	20,600.00	-7,553.06	63.34%
PSB Consultant	0.00	0.00	0.00	0.0%
Recruitment	8,706.00	14,925.00	-6,219.00	58.33%
Temporary Services	0.00	0.00	0.00	0.0%
Water System Improvements	0.00	10,000.00	-10,000.00	0.0%
Website Development/Maintenance	3,719.88	3,120.00	599.88	119.23%
Wildland Vegetation Mgmt	4,000.00	7,828.00	-3,828.00	51.1%
OUTSIDE PROFESSIONAL SERVICES - Other	0.00	0.00	0.00	0.0%
<b>Total OUTSIDE PROFESSIONAL SERVICES</b>	4,441,577.71	4,549,968.00	-108,390.29	97.62%
<b>COMMUNITY SERVICE ACTIVITIES</b>				
Replanting Grant	3,900.00			
KPPCSD Grant	0.00	0.00	0.00	0.0%
Public Education	11,534.14	20,000.00	-8,465.86	57.67%
EP Coord Expense Account	0.00	1,000.00	-1,000.00	0.0%
Comm. Pharmaceutical Drop-Off	0.00	2,500.00	-2,500.00	0.0%
CERT Emerg Kits/Sheds/Prepared	1,637.51	4,120.00	-2,482.49	39.75%
Open Houses	0.00	2,000.00	-2,000.00	0.0%
Community Shredder	3,970.50	5,500.00	-1,529.50	72.19%
Firesafe Planting Grants	0.00	25,000.00	-25,000.00	0.0%
Community Sandbags	2,373.35	2,000.00	373.35	118.67%
Volunteer Appreciation	0.00	500.00	-500.00	0.0%
Community Center Contribution	0.00	0.00	0.00	0.0%
COMMUNITY SERVICE ACTIVITIES - Other	0.00	500.00	-500.00	0.0%
<b>Total COMMUNITY SERVICE ACTIVITIES</b>	23,415.50	63,120.00	-39,704.50	37.1%
<b>DISTRICT ACTIVITIES</b>				
Professional Development	6,908.10	5,000.00	1,908.10	138.16%
<b>Office</b>				
Internet	4,584.87	0.00	4,584.87	100.0%
Office Equipment	0.00	5,000.00	-5,000.00	0.0%
Office Expense	6,602.59	58,000.00	-51,397.41	11.38%
Office Supplies	2,727.78	1,030.00	1,697.78	264.83%
Telephone	1,010.72	8,240.00	-7,229.28	12.27%
Office- Other	0.00	515.00	-515.00	0.0%
Office - Other	0.00	0.00	0.00	0.0%
<b>Total Office</b>	14,925.96	72,785.00	-57,859.04	20.51%
Election	0.00	0.00	0.00	0.0%

## Kensington Fire Protection District Profit & Loss Budget vs. Actual July 2023 through June 2024

<b>Total Income</b>	5,810,170.94	5,990,209.00	-180,038.06	96.99%
<b>Gross Profit</b>	5,810,170.94	5,990,209.00	-180,038.06	96.99%
<b>Firefighter's Apparel &amp; PPE</b>	0.00	1,500.00	-1,500.00	0.0%
<b>Firefighters' Expenses</b>	0.00	5,000.00	-5,000.00	0.0%
<b>Staff Appreciation</b>	66.15	2,500.00	-2,433.85	2.65%
<b>Memberships</b>	4,525.02	9,500.00	-4,974.98	47.63%
<b>Building Maintenance</b>				
<b>Needs Assess/Feasibility Study</b>	0.00	0.00	0.00	0.0%
<b>Gardening service</b>	0.00	500.00	-500.00	0.0%
<b>Building alarm</b>	0.00	1,500.00	-1,500.00	0.0%
<b>Medical Waste Disposal</b>	0.00	2,200.00	-2,200.00	0.0%
<b>Janitorial Service</b>	0.00	200.00	-200.00	0.0%
<b>Miscellaneous Maint.</b>	2,804.06	2,000.00	804.06	140.2%
<b>Total Building Maintenance</b>	2,804.06	6,400.00	-3,595.94	43.81%
<b>Building Utilities/Service</b>				
<b>Refuse Collection</b>	3,171.48	0.00	3,171.48	100.0%
<b>Gas and Electric</b>	5,692.39	14,300.00	-8,607.61	39.81%
<b>Water/Sewer</b>	5,396.52	4,120.00	1,276.52	130.98%
<b>Building Utilities/Service - Other</b>	902.88	3,940.00	-3,037.12	22.92%
<b>Total Building Utilities/Service</b>	15,163.27	22,360.00	-7,196.73	67.81%
<b>Total DISTRICT ACTIVITIES</b>	44,392.56	125,045.00	-80,652.44	35.5%
<b>Contingency</b>	0.00	20,000.00	-20,000.00	0.0%
<b>Total Expense</b>	4,797,450.23	5,025,338.00	-227,887.77	95.47%
<b>Net Ordinary Income</b>	1,012,720.71	964,871.00	47,849.71	104.96%
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
<b>Depreciation Expense</b>	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	0.00	0.00	0.00	0.0%
<b>Net Other Income</b>	0.00	0.00	0.00	0.0%
<b>Net Income</b>	<u>1,012,720.71</u>	<u>964,871.00</u>	<u>47,849.71</u>	<u>104.96%</u>



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** July 17, 2024  
**TO:** Board of Directors  
**RE:** Ratify Approval of the Change in Time of Regular Emergency Preparedness Committee Meetings  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

---

### **Recommended Action**

Staff recommends the Board ratify approval of the change in time of Regular Emergency Preparedness Committee Meetings from 3:00pm to 4:00pm and approve the updated Annual Meeting Schedule which reflects this.

### **Background**

In May, the Board of Directors discussed changing the start time of the Emergency Preparedness Committee Meetings from 3:00pm to 4:00pm. There was a motion made by Director Stein and the Board voted unanimously; however, there was no second on that motion. To ratify this motion, we are bringing it to this meeting on the Consent Items to approve the change as well as the updated Annual Meeting Schedule.

### **Fiscal Impact**

There is no fiscal impact from this item.

**Attachment:** KFPD Annual Meeting Schedule



## KENSINGTON FIRE PROTECTION DISTRICT

### 2024 Board and Committee Meeting Schedule

#### Board of Directors

Meets on the third Wednesday of each month at 7:00pm in the Kensington Community Center, 59 Arlington Avenue

#### Emergency Preparedness Committee

Meets on the fourth Thursday of each month at 4:00pm in the Kensington Community Center, 59 Arlington Avenue

#### Finance Committee

Typically meets four times per year in the Kensington Community Center, 59 Arlington Avenue, with dates scheduled once agenda items are determined.

The meeting schedule for 2024 is listed below with additional meetings scheduled as determined by the Board and/or Committee:

Board of Directors	Emergency Preparedness Committee
January 17	January 25
February 21	February 22
March 20	March 28
April 17	April 25
May 15	May 23
June 19	June 27
July 17	July 25
August 21	August 22
September 18	September 26
October 16	October 24
November 20	November 28 ( <i>Thanksgiving-reschedule</i> )
December 18	December 26



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** July 17, 2024

**TO:** Kensington Fire Protection District Board

**RE:** Emergency Preparedness Coordinator Report

**SUBMITTED BY:** Johnny Valenzuela, Emergency Preparedness Coordinator

---

The following progress items will be reviewed in the KFPD Board of Directors meeting:

### 1. Community Event/Engagement

- 6/22/2024 KARO ECHO Amateur Radio Field Day
- 7/9/2024 Kensington Library Fire Preparedness Panel
- 7/13/2024 Maybeck Firewise Fire Extinguisher Event
- 7/14/2024 Maybeck Firewise Community Chipping Day

### 2. District Communications/ Publications

- 6/12/2024 Nextdoor KARO ECHO Amateur Radio Field Day
- 6/23/2024 Nextdoor Interagency Wildland Training
- 6/29/2024 Nextdoor Fireworks are Illegal
- 7/2/2024 Nextdoor BBQ Safety
- 7/6/2024 Nextdoor Kensington Library Wildfire Preparedness Program
- August 2024 Kensington Outlook Article

### 3. Initiatives/ Deliverables

- Add resident emails to the Red Flag Warning Email List
- Ongoing Firewise Support
- Move Banners for June Preparedness Campaign RE: Evacuation Readiness
- Develop a National Night Out Public Message
- Design Print Material for National Night Out Block Parties
- Coordinate with Contra Costa County to have dead trees and vegetation removed on Arlington median per resident request
- Coordinate with Contra Costa County to address the vegetation concerns on the property adjacent to Kensington Hilltop School
- Develop webpage for Community Chipping Day Information
- Upload California Department of Insurance 10 Tips to Find Insurance to KFPD Website
- Submit vegetation management concerns to the Fire Prevention Division and Contra Costa Fire County Coordinator
- Improve website accessibility for compliance- report to GM
- Provide input to El Cerrito Kensington Fire Department on CERT registration logistics
- Delivery of hardcopy material to residents per request
- Provide proposed firewise map of Arlmont per Director's request.

April 19, 2023

## Emergency Preparedness Coordinator's Report

- Provide contacts of CERT leads to KFPD Board President per request
- Upload BBQ Safety information to KFPD Website
- Listed National Night Out Block Events on KFPD website with Host consent

### **4. Meeting**

- 6/19/2024 KFPD Monthly Board Meeting
- 6/20/2024 El Cerrito Kensington Fire Department Update
- 6/21/2024 Contra Costa County Fire Coordinator
- 6/27/2024 Emergency Preparedness Meeting
- 6/27/2024 Wildcat Firewise Update
- 6/29/2024 National Night Out Planning - KPD
- 7/2/2024 Maybeck Firewise Update
- 7/11/2024 Contra Costa County Fire Coordinator

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

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of July 18, 2024, by and between the Kensington Fire Protection District (“District” or “Employer”) and Mary Morris-Mayorga (“Employee”), subject to the following terms and conditions.

**RECITALS**

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

- A. Employer is a public agency and fire protection district organized and existing under and pursuant to the Fire Protection District Law (Health & Safety Code, §13800, *et seq.*) .
- B. Employer desires to hire Employee, who is presently serving as the Interim General Manager, for the position part-time General Manager and to provide compensation on an hourly basis beginning July 18, 2024, subject to the following terms and conditions.
- C. Employee desires to accept such at-will employment subject to the following terms and conditions.

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

**AGREEMENT**

**1. Employment.**

**1.1 General Manager.** Employer hereby hires Employee as its part-time General Manager effective July 18, 2024. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity as General Manager shall serve at the pleasure of the District Board of Directors.

**2. Term Of Employment.** The term of this Agreement shall commence July 18, 2024 and shall continue for two (2) years from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 11.

**3. Employee’s Duties Scope.**

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

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

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

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

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

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

**3.3 Schedule.**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**4.1 Hourly Pay.** Employee shall be paid at a rate of one-hundred-twenty-three dollars and zero cents (\$123.00) per hour for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. For reference purposes only, the hourly pay rate would reflect a fulltime equivalent annual salary of two hundred fifty five thousand eight hundred forty dollars and zero cents (\$248,726.00) per year (\$123.00 times 2,080 hours). Employee shall provide the Finance Committee with a report of hours worked in fifteen-minute increments by way of a twice-monthly timesheet. Report shall include such details as required by formal action of the Board of Directors. Compensation shall be paid twice per month in accordance with District policies or as established by the Board of Directors.

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

**4.3 Workload.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Mary Morris-Mayorga  
3389 Archetto Drive  
El Dorado Hills, CA 95762

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

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

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

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

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



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

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of ~~September 21, 2023~~ July 18, 2024, by and between the Kensington Fire Protection District (“District” or “Employer”) and Mary Morris-Mayorga (“Employee”), subject to the following terms and conditions.

### **RECITALS**

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

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

B. Employer desires to hire Employee, who is presently serving as the Interim General Manager, for the position part-time General Manager and to provide compensation on an hourly basis beginning ~~September 21, 2023~~ July 18, 2024, subject to the following terms and conditions.

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

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

### **AGREEMENT**

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

**1.1 General Manager.** Employer hereby hires Employee as its part-time General Manager effective ~~September 21, 2023~~ July 18, 2024. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity as General Manager shall serve at the pleasure of the District Board of Directors.

**2. Term Of Employment.** The term of this Agreement shall commence ~~September 21, 2023~~ July 18, 2024 and shall continue for two (2) years from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 11.

#### **3. Employee’s Duties Scope.**

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

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

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

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

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

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

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

**3.3 Schedule.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.1 Hourly Pay.** Employee shall be paid at a rate of one-hundred-~~nineteen-twenty-three~~ dollars and ~~zerofifty-eight~~ cents (\$~~12319.0058~~) per hour for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. For reference purposes only, the hourly pay rate would reflect a fulltime equivalent annual salary of two hundred ~~fiftyorty fiveeight~~ thousand ~~eightseven~~ hundred ~~fortytwenty-six~~ dollars and ~~zeroforty~~ cents (\$248,726.~~0040~~) per year (\$~~12319.0058~~ times 2,080 hours). Employee shall provide the Finance Committee with a report of hours worked in fifteen-minute increments by way of a twice-monthly timesheet. Report shall include such details as required by formal action of the Board of Directors. Compensation shall be paid twice per month in accordance with District policies or as established by the Board of Directors.

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

**4.3 Workload.**

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

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

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

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

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

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

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

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

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

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

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

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

Employee to the Board. In order to receive payment under this Section, Employee must give Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

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

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

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

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

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

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

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

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

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

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

may otherwise have concerning notice, hearing or other procedural rights (“Procedural Rights”) under the District’s policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

**14. Waiver and Release of Unknown Claims.** By signing this Agreement Employee understands and agrees that the waivers and releases specified in Section ~~1244~~ and Section ~~1342~~, above, waive, to the maximum extent allowable by law, any and all existing rights and claims against the District arising from the performance of this Agreement concerning Additional Compensation and procedural rights thereof, including those which Employee does not know or suspect to exist in Employee’s favor at the time of executing this Agreement which, if known by Employee would have materially affected this Agreement. Employee specifically waives their rights under Section 1542 of the California Civil Code, which provides that:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

(2) Mary Morris-Mayorga  
3389 Archetto Drive  
El Dorado Hills, CA 95762

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

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

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

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

\_\_\_\_\_  
By: ~~Julie Stein~~ Daniel Levine, President

## Police Use of the PSB First floor

In January 2023, the KFPD and the KPPCSD each appointed two members to begin discussions on sharing space in the PSB for police use. In May 2023 the KPPCSD announced they were looking for a separate police location at an assumed maximum cost of \$3.9 million. The latest estimated cost for this new building in Kensington Park is \$10.0 million.

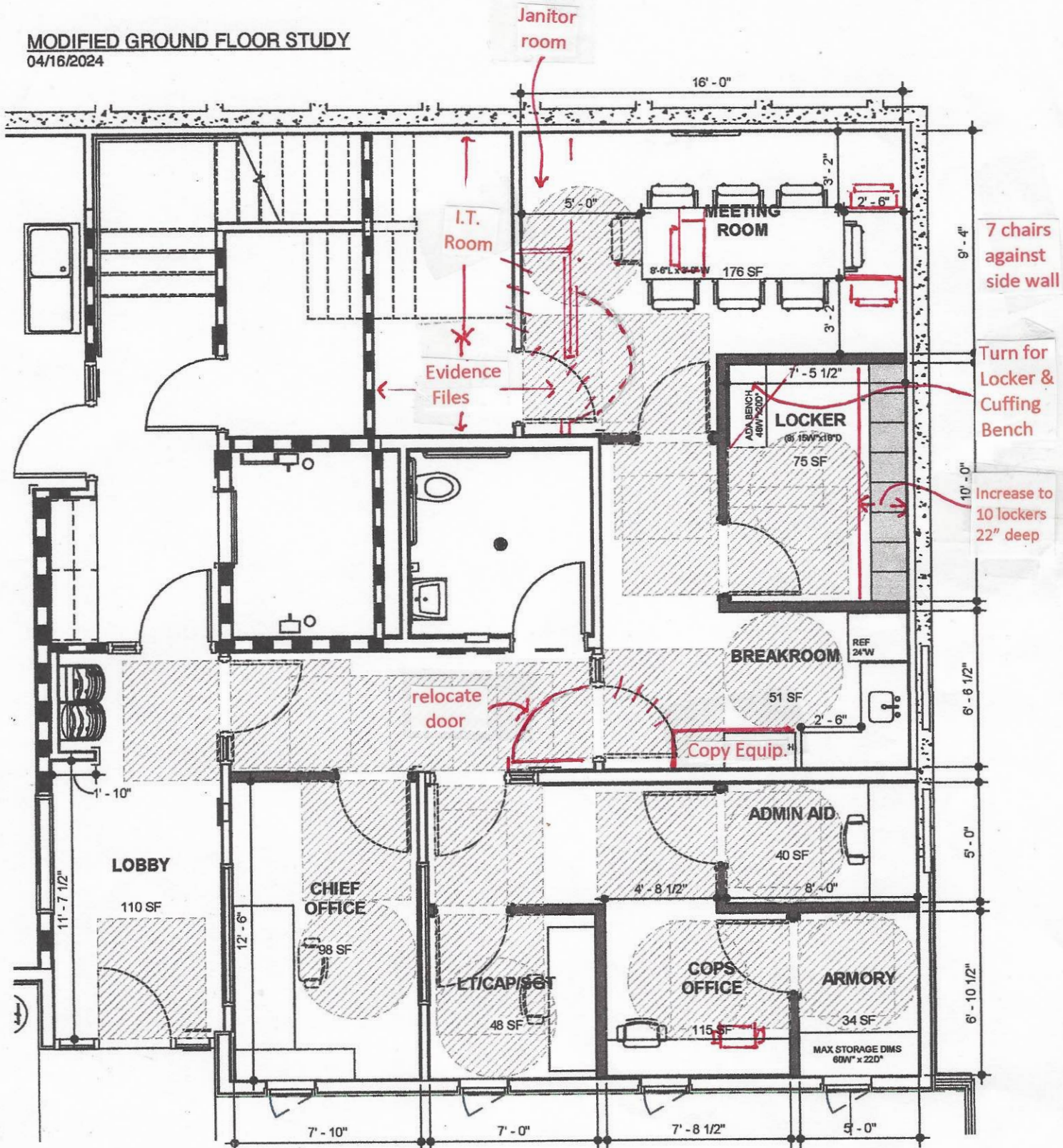
We are now in the process of an analysis of consolidation by Ridgeline. They want a cost comparison of the differences in providing police service in a stand-alone building like Kensington Park or sharing space in the PSB. The KPPCSD has taken the position that they will not move into the PSB and therefore are not prepared to evaluate a possible PSB plan.

We have undertaken several studies to see how such a plan might work, but some minor modifications by Marjang are necessary. These changes are shown on the following floor plan and should require minimal time and no cost to the KFPD. When completed this plan will satisfy the request by Ridgeline set forth as Task 1.1.b in their contract agreement. It will also provide an alternative to a separate police station. This alternative is important because Ridgeline informed us that "the PSB is one of the best comps for the KPPCSD building."

As indicated on the attached plan the layout of police services provides all of the essential services deemed important to the Kensington police chief except that only one, not two, restroom is provided. The proposed layout requires no change in existing shear walls, and therefore the only additional cost would be the installation of FF&E (furniture, fixtures and equipment). FF&E costs should be \$200,000 or less.

# MARJANG

**MODIFIED GROUND FLOOR STUDY**  
04/16/2024



MARJANG Architecture

930 Cole Street, #101  
San Francisco, CA 94117

(415) 522-0600

## Overview of Major Capital Improvements

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

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

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

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

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

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

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

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

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

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

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

**Financial Plan**

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

**Five-Year Financial Forecast**

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

June 14, 2024

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





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** July 17, 2024  
**TO:** Board of Directors  
**RE:** Recording and Reporting on BOD Meetings  
**REQUESTED BY:** Director Stein and Director Artis  
**SUBMITTED BY:** Mary Morris-Mayorga, Consultant

---

### **Recommended Action**

Discuss, consider, provide staff direction, and potential action related to recording and reporting on Board of Directors' Meetings.

### **Background**

Director Stein had requested an agenda item for the Board to discuss and consider adopting action minutes for all Board meetings. The June agenda contained numerous annual items, so this item was not able to be included on that agenda.

Director Artis requested an agenda item for the Board to have a discussion around obtaining transcription software with the potential action of obtaining a piece of software that can do this.

This discussion has come up at various times in the past so to assist in facilitating the discussion, staff included some agency minutes (action as well as summary) along with one example of transcription software cost (though there are likely many more to consider). In addition, Zoom has a feature that we located that will automatically transcribe a meeting which has been recorded to the Cloud (which we do) so this feature has been turned on to test that.

### **Fiscal Impact**

There is no determinable cost at this time; however, there would be a cost associated with purchase of transcription software if that determination were made. For the current minutes which are action with summary, staff time can vary depending on the depth of the meeting so could result in a potential cost savings if the Board implemented strictly action minutes.

**Mayor**

Tessa Rudnick  
**Mayor Pro Tem**  
 Carolyn Wysinger

**Councilmembers**

Paul Fadelli  
 Lisa Motoyama  
 Gabriel Quinto

**EL CERRITO CITY COUNCIL MINUTES**  
**TUESDAY, APRIL 2, 2024**

**SPECIAL CITY COUNCIL MEETING (5:30 PM)**  
 Hillside Conference Room - 10890 San Pablo Ave, El Cerrito

**REGULAR CITY COUNCIL MEETING (6:00 PM)**  
 Council Chambers - 10890 San Pablo Ave, El Cerrito

**Closed Captions Available Via Zoom:**

<https://us06web.zoom.us/j/88499409046?pwd=3Z7IVZPsczsO7vINaFzJMN4znT6OIY.1>

**Meeting ID:** 884 9940 9046 **Password:** 738017 **Dial in:** 1-408-638-0968

**View (Regular Meeting Only):**

1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at [www.el-cerrito.org/CouncilMeetingMaterials](http://www.el-cerrito.org/CouncilMeetingMaterials)

**Accommodations:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 510-215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations. Closed Captions available via zoom.

**Conduct:** This meeting shall be conducted pursuant to the El Cerrito [City Council Rules of Order and Procedure](#), including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

**Public Comments:**

1. *In-person* by submitting a request to speak to the City Clerk.
2. *By Email* to [cityclerk@ci.el-cerrito.ca.us](mailto:cityclerk@ci.el-cerrito.ca.us) identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted [online](#) in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting**.

**5:30 PM ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING**  
 The special meeting was canceled due to a lack of quorum.

**~~1. ORAL COMMUNICATIONS FROM THE PUBLIC~~**

*All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person and to items on the special meeting agenda only.*

**~~2. CLOSED SESSION CONFERENCE WITH NEGOTIATORS~~**

*Pursuant to Government Code Section 54856.8*

**Property:** A portion of City property adjacent to the east side of the El Cerrito Plaza BART Station between Central Avenue and Fairmount Avenue **Agency negotiators:** Sean Moss, Planning Manager; Sky Woodruff, City Attorney **Negotiating parties:** BART and The Related Companies of California, LLC **Under negotiation:** Price and terms **Contact:** Sky Woodruff, City Attorney, City Management

~~3. ADJOURN SPECIAL CITY COUNCIL MEETING~~

6:00 PM **ROLL CALL – CONVENE REGULAR CITY COUNCIL MEETING**  
Councilmember Quinto called the meeting to order at 6:00 PM. **Present:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

1. **CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A COUNCILMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449**

2. **PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF A MOMENT OF SILENCE**

3. **TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS**

4. **COUNCIL/STAFF COMMUNICATIONS**

*Reports of closed session, commission appointments and informational reports on matters of general interest which are announced by the City Council and staff.*

City Manager Pinkos - announced upcoming budget workshops on 4/6 and 4/20 and online survey to provide public input.

Councilmember Motoyama - announced upcoming Earth day and upcoming Spring Line Dance.

Councilmember Quinto - announced Mayoral Certificates of Recognition issued to El Cerrito Centenarians Betty Moore (102) and Jacqueline (Jackie) Hetman (104.)

5. **PRESENTATIONS**

A. **El Cerrito Library Update and National Library Week Proclamation**

**Action Proposed:** Receive and file an update from the El Cerrito Library and pass a motion to approve a proclamation declaring April 7-13, 2024 as National Library Week in the City of El Cerrito and encourage all residents to visit the library.

**Contact:** Heidi Goldstein, Senior Community Library Manager, Contra Costa County Library

**Presentation and Discussion:** Presenters and staff responded to comments and questions raised by members of the council regarding usage and circulation, and central library card advertising.

**Moved/Seconded:** Councilmember Fadelli/Councilmember Motoyama

**Action:** Received and filed presentation and approved

proclamation **Ayes:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto **Noes:** None **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

## B. AT&T Modernization Plans Presentation

**Action Proposed:** Receive and file a presentation on AT&T modernization plans including intent, and impact to customers. **Contact:** Brandon Baranco, Manager of External Affairs, AT&T

**Presentation and Discussion:** Presenters and staff responded to comments and questions raised by members of the council regarding state requirement to create a transition plan versus AT&T creating the plan, copper system technology failure, who bears the responsibility of costs for transition, timing of transition, copper versus fiber during power outages, and recent AT&T data breach.

**Action:** Received and filed

## 6. ORAL COMMUNICATIONS FROM THE PUBLIC

*Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers and may limit the total time for public comment to facilitate the completion of business on the agenda. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda will be heard prior to the City Council taking action on each item.*

**Public Comments:** Written comments submitted prior to and during the meeting are posted online as supplemental materials and incorporated into the official meeting record.

BL, Faith M., Alan Mayer, Lucinda Casson, Ilene Lee, Dean Kertesz, Arnon Oren, and Ellie Kim - spoke in opposition of a ceasefire resolution.

Sam Salkin - spoke in opposition of a ceasefire resolution, support of a strong library system, and distrust of AT&T institutions.

Nina Joe - spoke in support of a ceasefire resolution.

## 7. ADOPTION OF THE CONSENT CALENDAR

*All items on the consent calendar shall be acted upon in one motion, unless a member of the City Council or staff request separate consideration.*

**Moved/Seconded:** Councilmember Fadelli/Councilmember Motoyama

**Action:** Approve consent items A, B, D, F, H, and J as indicated below.  
**Ayes:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto  
**Noes:** None **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

**A. Committee on Aging Reappointment Recommendations**

**Action Proposed:** Approve the Committee on Aging recommendation to re-appoint Katherine Cesa and Steve Lipson, effective April 2, 2024.  
**Contact:** Bridget Cooney, Recreation Supervisor, Recreation Department  
**Action:** Approved appointments

**B. Urban Forest Committee Reappointment Recommendations**

**Action Proposed:** Approve the Urban Forest Committee recommendations to reappoint Robert J. Hrubes Ph.D., and Catherine (Cassie) Hughes to the Urban Forest Committee, effective April 2, 2024.  
**Contact:** Stephen Prée, Environmental Programs Manager/City Arborist; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department  
**Action:** Approved appointments

**C. Earth Day Proclamation**

**Action Proposed:** Pass a motion to approve a proclamation declaring Saturday, April 20, 2024 as “Earth Day” in the City of El Cerrito and encouraging all residents and businesses to help make El Cerrito a greener, healthier, more sustainable place for all.  
**Contact:** Christina Leard, Management Analyst III; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department  
**Pulled from Consent by Councilmember Fadelli Discussion:** Earth day events, plans to reinvest in developing events.  
**Moved/Seconded:** Councilmember Motoyama/Councilmember Fadelli  
**Action:** Approve Proclamation **Ayes:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto **Noes:** None **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

**D. 2nd Reading and Adoption of an Ordinance to Revisions to City Board, Commission, and Committee Regulations**

**Action Proposed:** Waive the second reading and adopt Ordinance 2024-01 amending section 2.04.220 of the El Cerrito Municipal Code related to meeting frequency and restrictions regarding concurrent appointments.  
**Contact:** Holly M. Charléty, City Clerk, City Management  
**Action:** Approved Ordinance 2024-01

**E. Authorize Annual Report for Landscaping and Lighting Assessment District for Fiscal Year 2024-25**

**Action Proposed:** Adopt a resolution directing NBS Local Government Solutions (NBS), as the designated Engineer of Work, to prepare and file the annual Landscaping and Lighting Assessment District No. 1988-1 report for Fiscal Year (FY) 2024-25.

**Contact:** Crystal Reams, Finance Director/City Treasurer, Finance Department; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

**Pulled from Consent by Councilmember Motoyama**

**Discussion:** Required general fund contributions, and renewals.

**Moved/Seconded:** Councilmember Motoyama/Councilmember Fadelli

**Action:** Approve Resolution No. 2024-18 **Ayes:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto **Noes:** None **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

**F. Parking Time Limit Modification in front of 11224 San Pablo Avenue**

**Action Proposed:** Approve resolution authorizing the Public Works Director/City Engineer to install forty (40) feet of green curb marking with a parking time restriction of 20 minutes in front of 11224 San Pablo Avenue.

**Contact:** Marielle Cuison, Associate Engineer; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

**Action:** Approved Resolution No. 2024-19

**G. Annual Parcel Assessment for the National Pollutant Discharge Elimination System (NPDES) Program and Drainage Maintenance Activities for Fiscal Year 2024-25**

**Action Proposed:** Adopt a resolution establishing the annual parcel assessment for the National Pollutant Discharge Elimination System (NPDES) program and Drainage Maintenance activities at the current rate of \$38.00 per Equivalent Runoff Unit (ERU) and authorizing the Contra Costa County Flood Control & Water Conservation District to adopt Stormwater Utility Area (SUA) levies based on said amount for Fiscal Year (FY) 2024-25.

**Contact:** Christina Leard, Management Analyst III; Yvetteh Ortiz, Public Works Director/City Engineer

**Pulled from Consent by Councilmember Motoyama Discussion:** Use and plans for settlement funds received, updated regulations and staffing needs, single use bag bans.

**Moved/Seconded:** Councilmember Motoyama/Councilmember Fadelli

**Action:** Approve Resolution No. 2024-20 **Ayes:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto **Noes:** None **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

**H. Amendment to the Joint Exercise of Powers Agreement between the City of El Cerrito and the West Contra Costa Transportation Advisory Committee (WCCTAC)**

**Action Proposed:** Adopt a resolution authorizing the City Manager to execute an Amendment to the Joint Exercise of Powers Agreement between the City and the West Contra Costa Transportation Advisory Committee (WCCTAC).

**Contact:** Jarrett Mullen, Sustainable Transportation Program Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

**Action:** Approved Resolution No. 2024-21

**I. Contract for Utility Users Tax Administration Services**

**Action Proposed:** Adopt a resolution authorizing the City Manager to execute a contract with Hinderliter De Llamas & Associates (HdL) for utility users tax administration services.

**Contact:** Claire Coleman, Budget/Financial Services Manager, Finance Department

**Pulled from Consent by Councilmember Fadelli Discussion:** Duration of the request, report back on UUT income a year after the contract commences, and amount of current annual revenues received.

**Moved/Seconded:** Councilmember Motoyama/Councilmember Fadelli

**Action:** Approve Resolution No. 2024-22 **Ayes:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto **Noes:** None **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

**J. Agreement for Swim Center Activity Pool Slide and Tower Replacement**

**Action Proposed:** Adopt a resolution authorizing the City Manager to enter into an agreement with Splashtacular to provide a Swim Center Activity Pool Slide Tower Replacement for an amount not to exceed \$168,950.

**Contact:** Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department; Chris Jones, Recreation Director, Recreation Department

**Action:** Approved Resolution No. 2024-23

**8. PUBLIC HEARINGS**

**9. POLICY MATTERS**

**A. Consideration of Distribution of FY 2022-23 General Fund Surplus in accordance with the Comprehensive Financial Policies**

**Action Proposed:** Adopt a Resolution authorizing the distribution of FY 2022-23 General Fund Surplus funds in the amount of \$5,928,706.

**Contact:** Crystal Reams, Finance Director/City Treasurer, Finance Department

**Presentation and Discussion:** Presenters and staff responded to comments and questions raised by members of the council regarding current status of the Section 115 investment policy, replacement and maintenance reserve calculations, the reason surplus was so high this year, what portion of the surplus is from Real Property Transfer Tax (RPTT) revenues, potential reduction to RPTT projections, and Financial Advisory Board involvement in policy and procedure.

**Public Comments:** Written comments submitted prior to and during the meeting are posted online as supplemental materials and incorporated into the official meeting record.

**Moved/Seconded:** Councilmember Motoyama/Councilmember Fadelli  
**Action:** Approved Resolution No. 2024-24 **Ayes:** Councilmember Fadelli, Councilmember Motoyama, Councilmember Quinto **Noes:** None **Absent:** Mayor Rudnick, Mayor Pro Tem Wysinger

**10. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS** *Mayor and City Council communications regarding local and regional liaison assignments, committee reports, and any required reporting under AB 1234 for meetings (as defined by the Brown Act) attended at the public's expense.*

Councilmember Fadelli - reported East Bay Economic Development Alliance Legacy award awarded to the to the Contra Costa Transportation Authority, announced the first meeting of the Wildfire Prevention Group of the East Bay on 4/29.

Councilmember Motoyama - reported on attendance at El Cerrito Lobbying day in Sacramento, Association of Bay Area Governments executive Committee meeting, Cal Cities Housing, Community, and Economic Development Policy Committee meeting, Rosie the Riveter National Historic Park event, and St. Peters Church Good Friday Breakfast event.

Councilmember Quinto - announced upcoming Cal Cities Board of Directors meeting.

**11. ADJOURN REGULAR CITY COUNCIL MEETING**

The regular meeting adjourned at 7:26 PM

DocuSigned by:  
  
05EC4611497E45C...  
Gabe Quinto, Councilmember

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meeting of April 2, 2024 as approved by the El Cerrito City Council.

DocuSigned by:  
  
F741004CB417415...  
Holly M. Charley, MMC, City Clerk





ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

## ADOPTED ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS  
SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, March 28, 2024

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:00 pm by President Goold. Board members present: Clark, Costa, Goold, Jones, Rice, Saylor, Sheetz, Webber and Wood. Board members absent: None. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

Public comments were not received.

### CONSENT ITEMS

Moved by Director Wood, seconded by Costa and carried unanimously by members present to adopt the consent calendar as follows:

- 1. Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of February 22, 2024.  
**Action:** Adopted Minutes.
- 2. Adopt Resolution – Second Amendment – Mobile Integrated Health Services Agreement**  
**Recommendation:** Adopt Resolution authorizing the Fire Chief or his designee to execute and administer the second amendment to the agreement.  
**Action:** Adopted Resolution.

### PRESENTATION ITEMS

- 1. Capital Improvement Program Update**  
*(Administrative Analyst Erin Castleberry)*  
**Recommendation:** Receive presentation.  
**Action:** Presentation received.

## ACTION ITEMS

### 1. **Industrial Disability Retirement – Engineer Holly Wagner**

*(Deputy Chief Bailey)*

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Holly Wagner has suffered job related injuries and is eligible for an Industrial Disability Retirement.

**Action:** Moved by Director Clark, seconded by Rice, and carried unanimously by members present to adopt the Resolution, finding Holly Wagner has suffered job related injuries incapacitating her for the performance of duties as an Engineer.

## REPORTS

### 1. **PRESIDENT'S REPORT - *(President Goold)***

No Report

### 2. **FIRE CHIEF'S REPORT — *(Chief House)***

Good evening, President Goold, Directors, Colleagues, and Members of the Public.

#### 1. **New Hire**

- a. Operations Data Analyst Candace McCown introduced herself to the Board.

#### 2. **Promotions**

- a. Congratulations to Chris Gregory and Tyler Oshiro on their promotion to Captain effective April 1.

#### 3. **Fresno Training Symposium**

- The *Fresno Training Symposium, hosted by the CA Training Officers*, is an annual conference that emphasizes training excellence, firefighter safety, and shaping tomorrow's fire service, today.
- a. I am happy to announce that 30 of this year's conference instructors were Metro Fire members, and an additional 12 members attended (including 3 from the Executive Team).

## **OPERATIONS REPORT – *(Deputy Chief Mitchell)***

### 1. **Shift Commander Spotlight**

AC Fiorica introduced BC Gonsalves of Battalion 5 and Captain Katsuyoshi of Engine 24. Captain Katsuyoshi spoke about the 33rd annual Leukemia and Lymphoma Society Firefighter Stair Climb. This event is known as the world's largest firefighter on-air stair climb race.

## ADMINISTRATIVE REPORT – (Deputy Chief Bailey)

No Report

## SUPPORT SERVICES REPORT – (Deputy Chief Wagaman)

No Report

### 3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (Captain Sean Scollard, Local 522 Representative)

Captain Scollard announced new addition to his family, a baby girl. He introduced Captain Brett Randle, newly elected Deputy Director. Captain Randle will be taking over the Health and Wellness initiative. Captain Scollard stated he attended the Workers' Compensation Ad Hoc Committee today. Director Rice stated he walked out of the meeting today and will no longer sit on the Ad Hoc Committee.

### 4. COMMITTEE AND DELEGATE REPORTS

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

#### A. Executive Committee – (President Goold)

President Goold reported the committee met tonight and appointed Director Clark to the Policy Committee.

#### B. Communications Center JPA – (AC Greene)

### SRFECC BOD Report 3/28/24

- Employee Recognitions
  - Celebrating one year is Abby Castillo, Jennifer Hottal, Natalie Beletskiy, Lauren Beck, Mary White and Lenny Sina.
  - Celebrating 2 years is Olivia LaFace, Julia McDaniel and Megan Wright.
  - Celebrating 12 years is Roman Kukharets.
  - Congratulates to Dispatcher Laura Macias' 20 years of service and retirement this month, praising and thanking her for her dedication to excellence in supporting our teams well as our field personnel and community members with kindness and respect.
  - Congratulated to Operations Manager Julee Todd on her 21-year service anniversary.
- Announced completion of restroom remodel, commencement of bullpen remodel and fencing project.
- SRFECC Board Up Program Selected Contractors, Contract years 2024-2027 (*in no particular order*)
  - Regional Builders, Inc.

- Belfor Property Restoration
  - DH Construction
  - Duarte Construction Golden State Construction
  - Kustom US, Inc. (Formerly known as Five Star Restoration & Construction)
- President Goold requested a short presentation of the work that takes places at the facility at a future meeting.
  - Next meeting April 9, 2024
- C. Finance and Audit Committee – (Director Jones)**  
No Report
- D. Policy Committee – (Director Costa)**  
No Report

### **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Webber attended the Retiree Dinner recently, great event. Attended the Station 62 Dedication today for Firefighter Dean Baker and Firefighter Kevin Printz. Nice dedication and the families were very moved.

Director Costa thanked Captain Sean Scollard for his report and the Workers' Compensation data.

Director Jones expressed a big thank you to CRRD and Jenna Kendrick for assisting a concerned citizen on a Friday at the end of the day.

Director Wood echoed the sentiments of his fellow Board members and thanked staff for putting together the station dedication.

President Goold reminded the Board that a Workers' Compensation 101 will be held on April 25<sup>th</sup> immediately following the Board meeting. If you are interested in sitting on the Ad Hoc Committee, please reach out to Director Webber.

### **CLOSED SESSION:**

The Board recessed to Closed Session at 7:04 PM on the following matters:

**1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (a) – ONE (1) MATTER OF INDUSTRIAL DISABILITY RETIREMENT:**

1. Holly Wagner and the Sacramento Metropolitan Fire District  
Claim #4A21120CFYJ-0001 – Industrial Disability Retirement – Ty Bailey, Deputy Chief, Administration

**2. CONFERENCE WITH LABOR NEGOTIATORS – CALIFORNIA GOVERNMENT CODE SECTION 54957.6**

1. Agency designated representatives Ty Bailey and Lisa Charbonneau. Employer/Employee Relations Resolution for Recognized Employee Organizations

**CLOSED SESSION REPORT OUT:**

The Board reconvened to open session at 7:44 p.m. General Counsel Lavra reported the Board met in closed session on two items, 1. Industrial Disability Retirement of Holly Wagner, no reportable action. 2. Conference with Labor Negotiators on Employer/Employee Relations Resolution, no reportable action.

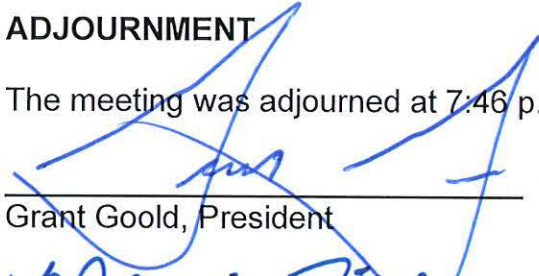
To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2024-03-28-board-meeting>

[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

**ADJOURNMENT**

The meeting was adjourned at 7:46 p.m.

  
\_\_\_\_\_  
Grant Goold, President

  
\_\_\_\_\_  
Jennifer Sheetz, Secretary

  
\_\_\_\_\_  
Marni Rittburg, CMC, Board Clerk

COUNCILMEMBERS:

FRANCOIS  
SILVA  
WILK  
MAYOR PRO TEM DARLING  
MAYOR HASKEW

---

Meeting minutes were approved by the City Council at the regular meeting on April 16, 2024.

**CITY COUNCIL REGULAR MEETING AT 6:00 PM**

**Council Chamber, 1st Floor**

1. **OPENING**

Consider and take action on any request from a Councilmember to participate in a meeting remotely due to emergency circumstances pursuant to Government Code Section 54953(f)(1). Receive notice that a Councilmember is participating in the meeting due to just cause circumstances pursuant to Government Code Section 54953(f)(1) - none.

- a. PLEDGE OF ALLEGIANCE
- b. ROLL CALL - all Councilmembers were in attendance.
- c. PROCLAMATION: Cleaner Contra Costa Month
- d. PROCLAMATION: National Library Week
- e. PRESENTATION: Center Repertory Company's 2024-25 Season

2. **CONSENT CALENDAR**

Mayor HaskeW noted Consent Calendar Item 2g is pulled from the Agenda and will return to a future Council meeting for consideration. No public comments were received related to the Consent Calendar. Councilmember Francois pulled Consent Calendar Item 2e to provide comments.

Motion by Silva, second by Wilk, **carried unanimously**, to APPROVE CONSENT CALENDAR ITEMS 2a-2d and 2f as follows (Consent Calendar Item 2g pulled and to be brought forward at a future meeting):

YEAS: Francois, Silva, Wilk, Mayor Pro Tem Darling, Mayor HaskeW.

- a. APPROVED CITY COUNCIL MINUTES of March 19, 2024.

Minutes

- b. ACCEPTED WARRANT REGISTERS dated March 1, 2024 (2) and March 8, 2024 (2); and DIRECT PAYROLL TRANSFERS dated March 8, 2024 (2).

Warrant Registers

- c. ADOPTED RESOLUTION NO. 24-13 accepting a Grant of Easement (Right-of-Way) along the Pioneer Avenue frontage at 2791 North Main Street (Deed 22-0001) from L G Lawrence Land Co, a California corporation, to the City.

Agenda Report

Attachment 1 Resolution

Attachment 2 Vicinity Map

Attachment 3 Grant of Right of Way

- d. ADOPTED RESOLUTION NO. 24-14 accepting subdivision dedications and improvements for Subdivision 9242 - 1665 Carmel Drive.

Agenda Report

Attachment 1 Resolution

Attachment 2 Vicinity Map

Attachment 3 Final Map

- f. ACCEPTED WORK for Contract No. 22-36, the 2023 Cape Seal project, as complete; and APPROVED corresponding transfer of funds.

Agenda Report

Attachment Street List

- e. ACCEPTANCE OF WORK for Contract No. 23-01, the Walnut Creek Garden Center Rehabilitation project, as complete and ACCEPTANCE OF \$25,000 from The Gardens at Heather Farm for water heater and kitchen electrical work.

Councilmember Francois pulled Consent Calendar Item 2e to provide comments.

The Gardens of Heather Farm Executive Director Joan Lucchese discussed the item further.

Motion by Francois, second by Mayor Pro Tem Darling, **carried unanimously**, to ACCEPT WORK for Contract 23-01, the Walnut Creek Garden Center Rehabilitation project, as complete and ACCEPT \$25,000 from The Gardens at Heather Farm for water heater and kitchen electrical work.

YEAS: Francois, Silva, Wilk, Mayor Pro Tem Darling, Mayor Haskew.

Agenda Report

- g. AUTHORIZATION OF THE CITY MANAGER to enter into Master Consultant Services Agreements with eight (8) consulting firms to provide traffic engineering and transportation planning services for a

not-to-exceed amount of \$1.25 million each for a period of no more than five (5) years starting from the contract execution date - CONSENT CALENDAR ITEM PULLED; NO ACTION TAKEN.

Consent Calendar Item 2g was pulled from the Agenda and will return at a future City Council meeting for consideration.

Addendum - Item 2g Pulled from the Consent Calendar

Agenda Report

Attachment 1 Master Consultant Services Agreement

Attachment 2 Consultant SOQS

### 3. **PUBLIC COMMUNICATIONS**

Public comments were received from: Contra Costa County Supervisor Ken Carlson; Joe Easley, Lafayette United Methodist Church; Peter Whitelock, Lafayette-Orinda Presberterian Church; and Jeff Elfont, Swan's Fine Books.

### 4. **COUNCILMEMBER AND STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS**

- a. Closed Session announcements - none.
- b. City Manager reports - City Manager Buckshi acknowledged the retirement of City Engineer Steve Waymire; and acknowledged that Assistant City Manager Teri Killgore will be joining the City of Scottsdale, Arizona as their Economic Development Director.
- c. City Councilmember reports on AB1234 Activities, Councilmember assignments and various activities and upcoming events

Councilmembers announced upcoming events, reported on meetings and other local events attended since the last meeting; and made comments on issues of concern.

### 5. **PUBLIC HEARING**

- a. ORDINANCE AMENDING CHAPTER 16 (ACCESS TO REPRODUCTIVE HEALTH CARE FACILITIES) OF TITLE 4 (PUBLIC WELFARE, MORALS, AND CONDUCT) OF THE WALNUT CREEK MUNICIPAL CODE TO ESTABLISH A RESTRICTION ON THE USE OF SOUND AMPLIFIERS AROUND THE REPRODUCTIVE HEALTH CARE FACILITY LOCATED AT 1357 OAKLAND BLVD. IN THE CITY OF WALNUT CREEK

Assistant City Attorney Ali Wolf presented the item. She reported that on April 5, 2022, the City Council of the City of Walnut Creek ("City") adopted Chapter 16 of Title 4 of the Walnut Creek Municipal Code entitled "Access to Reproductive Healthcare Facilities". On March 7, 2023, the City amended the Access to Reproductive Healthcare Facilities Ordinance ("Ordinance") to affirm the Ordinance is based on specific rights protected by the U.S. Constitution and the State of California. Staff has been made aware of the ongoing use of sound amplifiers by protestors around the Planned Parenthood facility located at 1357 Oakland Blvd. in Walnut Creek and recommend City Council take specific action to amend the Ordinance to address this ongoing disruption to patients and employees at the facility.



An Addendum was provided which included a revised agenda report and updates to the item attachments. The Addendum was provided to the City Council, made available at the meeting and posted online as part of the meeting record.

The meeting was recessed from 7:30 p.m. to 7:39 p.m.

Mayor Haskew opened the item for public comment. Public comments were received from: Sandra Fink; Rev. Dr. Victoria Rue; Rev. Dr. Joanna Truelson; Robin Poppino-Kuntz; Rabi Jill Perlman; Patty Ellis; Elizabeth Rust; Kathy Dunne; R. Chritton; Sophia Martin; Michael Vecchio; Jonathan Martin; Phyllis R.; Haley Biale; Ed Case; Christian Garcia, Planned Parenthood Northern California Vice President of Government Relations & Communications; and Heather Low.

Motion by Wilk, second by Mayor Pro Tem Darling, **carried unanimously**, to INTRODUCE AND WAIVE FURTHER READING OF AN ORDINANCE (FIRST READING) amending Chapter 16 (Access to Reproductive Health Care Facilities) of Title 4 (Public Welfare, Morals, and Conduct) of the Walnut Creek Municipal Code to establish a restriction on the use of sound amplifiers around the reproductive health care facility located at 1357 Oakland Blvd in the City, as provided as revised.

YEAS: Francois, Silva, Wilk, Mayor Pro Tem Darling, Mayor Haskew.

Agenda Report

Attachment 1 Ordinance

Attachment 2 Redline Ordinance

Addendum

6. **ADJOURNMENT OF THE REGULAR CITY COUNCIL MEETING at 8:35 p.m.**

---

Suzie Martinez, MMC  
City Clerk of the City of Walnut Creek

Approved:

---

Loella Haskew  
2023-24 Mayor of the City of Walnut Creek

# Plans & Pricing

Monthly



Yearly

Save up to 51%

Best Value

## Basic

The easiest way to try Otter

# Free

Get Started

- ✓ AI meeting assistant records, transcribes and summarizes in real time
- ✓ **NEW** Otter AI Chat: Chat live with Otter and teammates, and get answers to meeting questions
- ✓ Add teammates to your workspace
- ✓ Joins Zoom, MS Teams, and Google Meet to automatically write and share notes
- ✓ 300 monthly transcription minutes; 30 minutes per conversation; Import and transcribe 3\* audio or video files lifetime per user

## Pro

Better collaboration for small teams

# \$8.33

 USD per user/month

Billed Annually

Save 51%

Buy Now

### Everything in Basic +

- ✓ Enhanced team features: shared custom vocabulary; tag speakers, assign action items to teammates
- ✓ Advanced search, export, and playback
- ✓ 1200 monthly transcription minutes; 90 minutes per conversation
- ✓ Import and transcribe 10\* audio or video files per month

## Business

Greater productivity for teams

# \$20

 USD per user/month

Billed Annually

Save 33%

Buy Now

### Everything in Pro +

- ✓ Admin features: usage analytics, prioritized support
- ✓ Joins up to 3 concurrent virtual meetings to automatically write and share notes
- ✓ 6000 monthly transcription minutes; 4 hours per conversation
- ✓ Import and transcribe unlimited\* audio or video files

## Enterprise

Advanced security, control, and support for organizations

Schedule a Demo

### Everything in Business +

- ✓ Single Sign-On (SSO)
- ✓ Organization-wide deployment
- ✓ Domain capture
- ✓ **NEW** OtterPilot™ for Sales
- ✓ Advanced security and compliance controls



Home

How It Works

Logout **Tim Barry**

**CSDA Board of Directors Election Ballot - Term 2025 - 2027; Seat A - Bay Area Network**

**Please vote for your choice**

Choose **one** of the following candidates:

- Renee Fernandez-Lipp, Director, Contra Costa Resource Conservation District
- Kathryn Slater-Carter, Director, San Mateo County Harbor District

This question is **required**. You may select **one** of the following.  
Click on any **view details** link to view more information.

**Renee Fernandez-Lipp**    [\[view details\]](#)

**Kathryn Slater-Carter**    [\[hide details\]](#)

[Please click here for the candidate information sheet.](#)

[Please click here for the candidate statement.](#)

Continue

Cancel



## 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

**Name:** Renee Fernandez-Lipp

**District/Company:** Contra Costa Resource Conservation District (CCRCD)

**Title:** Board of Directors

**Elected/Appointed/Staff:** Appointed by the Contra Costa County Board of Supervisors

**Length of Service with District:** 6 years

**1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

No.  
\_\_\_\_\_  
\_\_\_\_\_

**2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

No.  
\_\_\_\_\_  
\_\_\_\_\_

**3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

Current Board Director for the Contra Costa Resource Conservation District (CCRCD),  
Current Commissioner for the Contra Costa County Sustainability Commission, former  
member of the Pittsburg Community Advisory Commission

**4. List civic organization involvement:**

Additional community service includes drafting the Capital Investment Plan for the  
Timber Cove County Water District (TCCWD) as a public member appointed to the  
TCCWD Infrastructure Committee.

**\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

Renée Fernandez-Lipp is a sustainability professional with over 25 years of experience promoting energy efficiency, renewable energy, water conservation and waste diversion programs and initiatives. She has provided green building, climate change resiliency and decarbonization consulting services to both the public and private sectors. Renée particularly enjoys working with special districts and is hoping to create more collaboration between districts to share best practices and optimize the impacts of their work. She recently provided subject matter expertise for the Contra Costa County's draft Climate Action Plan (CAP), co-authored the Timber Cove County Water District's (TCCWD) first ever Capital Investment Plan and is currently developing a climate change resiliency project for TCCWD.

Renée has served on several non-profit boards and local government commissions, including:

- Contra Costa County Resource Conservation District (CCRCD)
- Contra Costa County Sustainability Commission
- Sage Compassion for Animals Board of Directors
- Global Student Embassy Board of Directors
- City of Pittsburg Community Advisory Commission (CAC)
- Dow Community Advisory Panel (CAP)
- Green Science Academy Board of Directors

In her free time, she enjoys travelling and working with animals. She works closely with several bay area animal rescues and helped launch a non-profit that provides grant funding for animals in medical need.

Renée earned her M.B.A. at Golden Gate University and her B.S. in Mechanical Engineering at CSU, Long Beach. She holds a certificate in Green Building and Renewable Energy from UC Davis and is a USGBC LEED Accredited Professional. She is currently completing a master's degree in Sustainability Studies from Harvard University.

## 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

**Name:** Kathryn Slater-Carter

**District/Company:** San Mateo County Harbor District  
Montara Water and Sanitary District

**Title:** San Mateo County Harbor District: Commissioner, currently Vice President  
Montara Water and Sanitary District: Director, currently Secretary

**Elected/Appointed/Staff:** Elected to each district

**Length of Service with District:**

San Mateo County Harbor District term began in 2023  
Montara Water and Sanitary District, 1996 to present

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Yes: Ethics Training and Sexual Harassment Prevention training every other year at CSDA conferences and on-line.

Annual Conference, Leadership Academy 2023, Members of San Mateo County CSDA pre-covid

Each district I am on is a member of (San Mateo County Harbor District and Montara Water and Sanitary District) has a current CSDA Transparency Certificate of Excellence.

Each of the 2 districts of which I am on the board sends management and staff to CSDA events and training. As does the JPA I am appointed to (Sewer Authority MidCoastside)

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

Harbor District is a member of Association of Marine Industries, Bay Planning Coalition, California Association of Harbor Master and Port Captains, California Marine Affairs and Navigation, California Special District Association, California Boating Congress, Government Finance Officers, Marine Recreation Association, and Special District Risk Management Authority.

Montara Sanitary District is a member of California Association of Sanitation Agencies, and California Association of California Water Agencies.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Midcoast Community Council (2001-2009), Bay Planning Coalition, Sewer Authority MidCoastside (2016 to present)

4. List civic organization involvement: San Mateo County Chapter of CSDA, Half Moon Bay Chamber of Commerce, South San Francisco Chamber of Commerce, and Committee for Green Foothills.

I worked with the SEIU union for 3 years to pass legislation protecting the rights of franchisees. Two bills were passed by both houses in the legislature. Sadly one, reinstating good faith and fair dealing in franchise codes for the State was vetoed by the Governor. The next, giving franchisees the right to the equity built in the franchise created after was signed.

**\*\*Candidate Statement –**

Please vote for me for the CSDA Statewide Board. I want to work educating the State Legislature about the necessity and importance of special districts to protecting Californians environmental and economic assets.

Each of our Districts benefits from the CSDA trainings and workshops held throughout the year. CSDA has helped districts bring the staff and board members more knowledge, at an affordable price with convenient times and locations. I am happy to see CSDA has added permalinks to previously zoomed lectures.

I want to work on the effort to put special districts in a position to benefit from federal recognition and funding. The federal government is putting ever more requirements on special districts, but not providing funding. We need to change this to protect our rate payers.

Thank you,

Kathryn Slater-Carter





## KENSINGTON FIRE PROTECTION DISTRICT

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

---

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

### *FY 2024-2025 Special Tax*

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

### *FY 2024-2025 Elections*

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

### *FY 2023-2024 Annual Audit*

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

### *FY 2024-2025 Annual Audit*

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

### *Fiscal Analysis Project with Ridgeline*

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



## KENSINGTON FIRE PROTECTION DISTRICT

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

---

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

### *Fiscal Analysis Project with Ridgeline*

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

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

### *Strategic Planning*

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

### *Public Safety Building Project*

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

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

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

### *Citizen Request*

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



**KENSINGTON FIRE PROTECTION DISTRICT**

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

**Recommended Action**

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

**Background**

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

Given the project is nearing completion, all hands have been on deck even more regularly to ensure a successful final completion and the recent time commitment has been extensive. We are grateful to Tim Barry for assisting since the tasks are too numerous for one person to manage even with the project team. Many items require the District to coordinate, facilitate, and/or participate in: communication systems and partners (fiber lines, system tests/inspections/training, information technology, etc.); furnishings; landscaping, etc.

The lockers in the plan were not conducive to firefighters’ storage of items so the design team worked with the fabricator to modify them at a reasonable cost rather than completely start over. Last week we planned furniture for rooms that will meet the needs of the range of users (firefighters, staff, Board, public) and has the wearability needed while still well within budget. The final order including installation is in progress (or near completion by the time of the meeting). Colors are classic that coordinate well with the interior of the building and the design team will create a color board for us.

Project Completion

Substantial completion per the schedule would have been May 31, 2024 with the contract allowing 30 days max for completion of punch list items; however, the walk through was completed on 6/25 and the punch list items are in progress. Mack5 is confirming the new completion date in accordance with the schedule, but it is anticipated that the District will be able to move in by early to mid-August with some items still in progress that will not hinder usage and occupancy.

**Fiscal Impact**

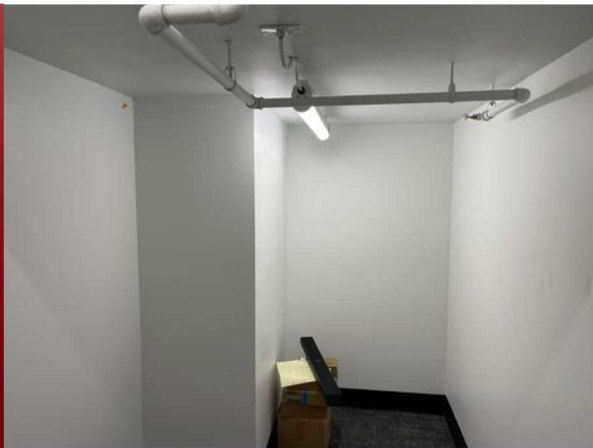
An update on the project budget versus expended is included below, including change orders.

	Project Budget (6/19/2024)	Change Orders/ Additional Services	Expended 6/30/2024	Remaining Budget
<u>Public Safety Building:</u>				
Construction - CWS	\$ 6,217,541		\$ 5,968,118	\$ 249,423
Construction - District direct costs	191,828		96,192	95,636
PSB Renovation Design/Engineering	822,740		451,732	371,008
Permits/Inspection/Testing	141,017		121,982	19,036
Construction/Project Management	488,047		429,432	58,615
Furniture, Fixtures, and Equipment	135,000			135,000
Legal Counsel	130,000		57,753	72,247
<u>Temporary Fire Station:</u>				
Construction Cost	598,289		598,289	0
Design/Engineering/Project Management	107,573		80,116	27,457
Relocation	221,566		209,832	11,734
Sub-Total:	\$ 9,053,601	\$ -	\$ 8,013,446	\$ 1,040,155
Project Contingency Allowance	300,000	-	-	300,000
Total Project Budget	<u>\$ 9,353,601</u>	<u>\$ -</u>	<u>\$ 8,013,446</u>	<u>\$ 1,340,155</u>

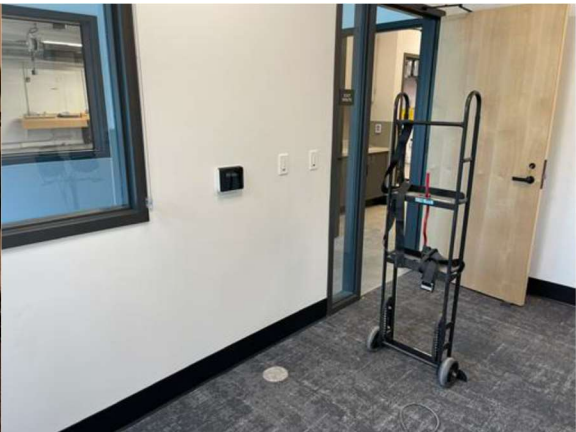
**First Floor**  
**Meeting Room**



Storage Room



Administration/Office

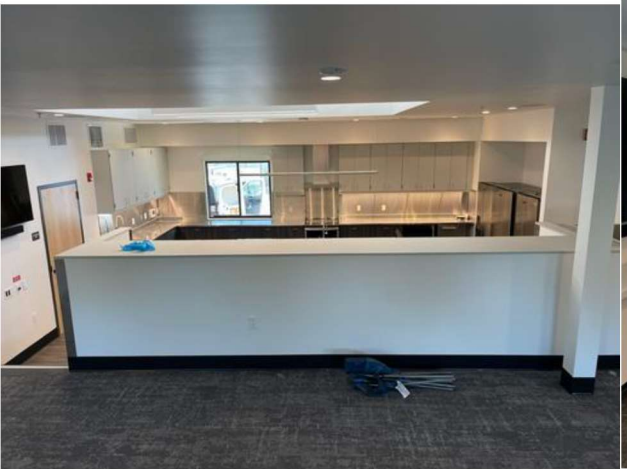


**Second Floor**

**Offices**



**Kitchen/Dayroom**





## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** June 19, 2024  
**TO:** Board of Directors  
**RE:** Public Safety Building Project Update  
**SUBMITTED BY:** Tim Barry, Interim General Manager

---

### **Recommended Action**

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

### **Background**

#### Ongoing

The project team (contractor, architect/design, and construction manager) continues to work daily on construction and project administration (e.g. review/respond to RFIs, review/respond to submittals and change orders; site visits/meetings; and review construction schedule). Since the last board meeting I've visited the site twice to meet with the construction team and had two Zoom meetings concerning the ordering of furniture for the station. I made arrangements for the compressor, in storage on a pallet at our storage facility in San Leandro, to be moved to the station for placement and confirmation of the fittings for connection to station electrical circuits. Once the station is occupied, the district will have to move the many pallets of items in storage to a location where they can be gone through by district staff and managed. Similarly, the storage room KFPD rents from KPPCSD at their portable building has items to be moved into the office area of the PSB and managed at the end of construction.

#### Schedule and Current Work

The contractor represented that substantial completion would be May 31, 2024 with the contract allowing 30 days max for completion of punch list items. That date came and went with items still not completed to qualify for a final walk through and establishment of the punch list. When a punch list is established, move-in may occur including furniture delivery. We don't have a new date of Substantial Completion from the contractor. The elevator was late in arriving for installation, and final testing has not been completed. Quite some time ago, the contractor asked for a replacement elevator, which was granted, but the power requirements were not exactly compatible with building power and our engineers have recently been working with the contractor on a solution which is forthcoming. Trenching along the north side of the building has taken place for access to a number of utility lines located in a congested space. The ATT phone and internet lines have to go into an existing conduit and meet new conduit for entry to the building. The phone, internet, and alarm systems are arranged, with ATT scheduled to bring new lines to the building on June 14th at which time the elevator alarm and building alarms will be tested. A furniture order is being priced and planned, with input from fire staff, to be used in conjunction with items being used in the temporary fire station and those in storage I attended several project team site meetings, toured the building and noted progress, reviewed current issues and change order requests, and viewed the look ahead of work to be expected in the next couple of weeks. The board is discussing a change in the exterior paint color that they felt was too dark. The discussions with the neighbor to the north resulted in no changes to the bushes on their property necessary, due to the ability to run all the utility lines and landing for the side door of the apparatus bay within the district property line without damaging the bushes, to which the neighbor was quite relieved. Work in recent weeks included final interior painting, carpeting and flooring installed, preparation for utilities connections, installation of cabinetry, kitchen appliances, and completion of bathroom areas. System installations and testing, continued kitchen installations, finish work and site clean up will take place in the next couple of weeks, working toward Substantial Completion and establishment of the punch list. Progress photos are included.

### **Fiscal Impact**

An update on the project budget versus expended is included below, including change orders.

Board of Directors Regular Meeting – June 19, 2024  
 Public Safety Building Project Update  
 Page 2

	**Revised** Project Budget <i>(6/19/2024)</i>	Change Orders/Additi onal Services	Expended 5/31/2024	Remaining Budget
<u>Public Safety Building:</u>				
Construction - CWS	\$ 6,217,541		\$ 5,746,741	\$ 470,800
Construction - District direct costs	191,828		96,192	95,636
PSB Renovation Design/Engineering	822,740		410,502	412,238
Permits/Inspection/Testing	141,017		121,982	19,036
Construction/Project Management	488,047		405,782	82,265
Furniture, Fixtures, and Equipment	135,000			135,000
Legal Counsel	130,000		57,753	72,247
<u>Temporary Fire Station:</u>				
Construction Cost	598,289		598,289	0
Design/Engineering/Project Management	107,573		80,116	27,457
Relocation	221,566		201,306	20,259
Sub-Total:	\$ 9,053,601	\$ -	\$ 7,718,664	\$ 1,334,938
Project Contingency Allowance	300,000	-	-	300,000
Total Project Budget	<u>\$ 9,353,601</u>	<u>\$ -</u>	<u>\$ 7,718,664</u>	<u>\$ 1,634,938</u>

**Attachment:** Kensington Public Safety Building Construction Progress Photos









## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** June 19, 2024  
**TO:** Board of Directors  
**RE:** May 23, 2024 EPC Meeting Summary  
**SUBMITTED BY:** Tim Barry, Interim General Manager

The Emergency Preparedness Committee hybrid meeting convened on May 23, 2024 in Room 3 of the Kensington Community Center at the new board-approved time of 4 p.m. The Committee discussed the draft Work Plan with board feedback from their April 17th board meeting, and, since the board had no updated comments, felt that it could go ahead and begin implementing the goals as is, to be modified by the board as determined.

The Committee reviewed the slides from the May 15th board meeting presentation by East Bay Regional Park District and discussed with IGM Barry certain practical partnership ideas with EBRPD to better safeguard the Kensington community from possible wildfire from Tilden Park. Committee members like the concept of not only offering fiscal resources to EBRPD to advance fuel reduction in Tilden Park, but also ways we could offer community volunteers to work for EBRPD in the park.

The committee received a presentation from Johnny Valenzuel, Emergency Preparedness Coordinator, of his goals for the next year's contract. His extensive list of goals, that were directly related to the proposed Work Plan, was supported by the committee, but with modifications that would abbreviate the number and depth of the goals and prioritize them so that they are achievable and he can be evaluated on the work he was able to accomplish rather than be too reliant upon other people's efforts to achieve his goals. Extensive discussion ensued geared toward making his goals more successful. He will review and revise his goals accordingly to submit with his contract proposal to the board for the next year.

The committee received the Emergency Preparedness Coordinator's monthly Power Point report and discussed his efforts and results.



## KENSINGTON FIRE PROTECTION DISTRICT

**DATE:** June 19, 2024  
**TO:** Board of Directors  
**RE:** Finance Committee Report  
**SUBMITTED BY:** Mary A. Morris-Mayorga, Consultant

---

### Recommended Action

This item is provided for information only with no action requested.

### Background

The Finance Committee met on June 10, 2024 with the agenda item list included below along with a summary of that item:

#### Annual Audit Update

Nigro & Nigro, auditors, are finalizing the audit with some small items being reviewed by Krisch & Company, accounting firm, to determine the proper adjustment entry. This is anticipated to be completed by the end of June.

#### FY 2024-25 City of El Cerrito Contract Budget Estimate Review

This is covered in Item 05f on the Board of Directors Meeting agenda of June 19, 2024.

#### Updated Financial Forecast

This is covered in Item 09b on the Board of Directors Meeting agenda of June 19, 2024.

#### FY 2024-2025 Budget Development

This is covered in Item 09b on the Board of Directors Meeting agenda of June 19, 2024.

#### Public Safety Building Renovation Costs-to-Date/Budget

This is covered in Item 09b on the Board of Directors Meeting agenda of June 19, 2024.

#### District Reserve Policy

Staff provided an overview of the policy and noted that there were no requests to review the policy as it had just been updated in December 2023; however, it was included on the agenda since it was listed in June 2023. The committee did not recommend any updates to the policy at this time.

### Fiscal Impact

The Fiscal Year 2024-25 Budget contains the financial impacts of these items as appropriate.