

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

Date of Meeting: May 11, 2011
Time of Meeting: 7:00 p.m.
Place of Meeting: Kensington Community Center
59 Arlington Avenue, Kensington, CA 94707

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office Administrator, 510/527-8395. Notification 48 hours prior to the meeting will enable the Kensington Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1).

7:00 p.m. **CALL TO ORDER**
Directors: Helmut Blaszczyk, Joe de Ville, Nina Harmon, Janice Kosel and Leslie Michael

1. **RECESS INTO CLOSED SESSION:**

Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to subdivision (c) of Section 54956.9: (one case)

7:30 p.m. **RECONVENE REGULAR BOARD MEETING** and Report Out of Any Reportable
Action Taken in Closed Session

2. **ADOPTION OF CONSENT ITEMS.** Items 4, 5, 6 & 7

All matters listed with the notation "CC" are consent items, which are considered to be routine by the Board of Directors and will be enacted by one motion. The Board of Directors has received and considered reports and recommendations prior to assigning consent item designations to the various items. Copies of the reports are on file in the Fire Protection District Administrative Office at 217 Arlington Avenue and are available to the public. The disposition of the item is indicated. There will be no separate discussion of consent items. If discussion is requested for an item, that item will be removed from the list of consent items and considered separately on the agenda. PLEASE NOTE: Public review copy of the agenda packet is available at the Directors' table at the Board meetings.

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

CC 4. **APPROVAL OF THE MINUTES.** Approval of the minutes of the regular meeting of April 13, 2011 (APPROVE)

CC 5. **ACCEPTANCE OF INCIDENT ACTIVITY REPORT.** April 2011 (ACCEPT)

CC 6. **APPROVAL OF MONTHLY A/P VOUCHER - TRANSMITTAL #11** (APPROVE)

CC 7. **APPROVAL OF MONTHLY FINANCIAL REPORT.** March/April 2011 (APPROVE)

8. **FIRE CHIEF'S REPORT**

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

9. **PRESIDENT'S REPORT**

NEW BUSINESS

- 10. David L. Garrett Memorial Scholarship Fund Presentation and Request for Donation (ACTION)
- 11. Consideration of Two Fire Flow Improvement Projects with EBMUD on Arlington/Westminster Avenues and Columbia Avenue (Direction to Staff)
- 12. Authorization for the Board President or Designee to Sign a Contract with Swinerton Builders for the Kensington Fire Station Exterior Improvements and Site Accessibility Project at a Price of \$504,000 (ACTION)

OLD BUSINESS

- 13. Review Second Draft Proposed Amendments to the District's Operations Manual (ACTION)

14. **BOARD REPORTS**

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

- a. Finance Committee (Kosel/Blaszczyk): May 2011 meeting to be scheduled.
- b. Public Safety Building (deVille)
- c. Education (Kosel): Report on 4/30/11 pharmaceutical drop-off; CERT Boot Camp 5/21/11; Community shredding event 5/21/11
- d. Emergency Preparedness Committee (Ramsey/Blaszczyk)
- e. Contra Costa County/California Special Districts Assoc. (Ramsey): Next meeting in July
- f. Diablo Fire Safe Council/Interface (Staff)
- g. Correspondence: Article from EC Patch 5/1/11

ADJOURNMENT. The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, June 8, 2011, at 7:30 p.m. at the Kensington Community Center, 59 Arlington Avenue, Kensington, CA 94707.

The deadline for agenda items to be included in the Board packet for the next regular meeting of 6/8/11 is Wednesday, 5/25/11 by 1:00 p.m. The deadline for agenda-related materials to be included in the Board packet is Wednesday, 6/1/11 by 1:00 p.m., Fire Protection District Administration Office, 217 Arlington Ave., Kensington.

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

CONSENT CALENDAR

**MINUTES OF THE APRIL 13, 2011 MEETING OF THE BOARD OF DIRECTORS
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

PRESENT: Directors: Helmut Blaszczyk, Joe de Ville, Janice Kosel, Leslie Michael and Nina Harmon
 Staff: Chief Lance Maples
 Absent: Manager Brenda Navellier

CALL TO ORDER:

President Kosel called the meeting to order at 7:00 p.m. and noted that all Directors were present.

CLOSED SESSION:

The Board recessed into closed session to conference with legal counsel on possible anticipated litigation.

RECONVENE BOARD MEETING:

President Kosel reconvened the regular Board meeting at 7:30 p.m. and announced that no reportable action was taken by the Board during closed session.

APPROVAL OF CONSENT ITEMS:

President Kosel called for approval of the consent calendar (items 4, 5, 6 & 7) consisting of acceptance of the March 9, 2011 meeting minutes, acceptance of the March 2011 incident activity report, approval of monthly A/P voucher #10, and the February/March 2011 monthly financial report. Director Blaszczyk made a motion to accept the consent calendar items as presented. The motion was seconded and passed unanimously.

ORAL COMMUNICATIONS:

None.

FIRE CHIEF'S REPORT:

Chief Maples reviewed a summary of the 2010 CERT program that included number of participants, community partnerships and a Red Cross shelter class.

Maples and Manager Navellier attended the CSDA Contra Costa County Chapter 20th anniversary event. KFPD donated soda and water to the dinner celebration.

Maples will be attending the Fire Districts Association annual conference starting tomorrow a.m.

PRESIDENT'S REPORT:

Kosel noted that KFPD will be holding a pharmaceutical disposal drop-off on April 30th in conjunction with KPPCSD. Kosel announced that KFPD will be applying for renewal of their District of Distinction accreditation later in the year.

NEW BUSINESS:

Board Review and Decision and "Regular" Board Meeting Minutes vs. Action Minutes: The Board considered the two formats of Board minutes presented in the packet. Kosel noted that action minutes are time saving and fairly standard for government agencies. The Board members and the Chief discussed the matter. Director Michael made a motion to adopt action minutes as the District's format. The motion was seconded and passed unanimously.

Review Proposed Amendments to the District's Operations Manual and Policy 1110 in the Policy Handbook: Proposed amendments were included in the Board packet. The Board had several questions and held discussion on additional amendments and clarifications. The item was tabled and will be brought back to the Board the following month.

BOARD REPORTS:

Finance Committee: The Committee will meet next in May.

Education: CERT will be holding a boot camp on May 21.

Diablo Fire Safe Council: KPPCSD is applying for a community matching grant.

Water System Improvements: Maples reported on a recent conversation with Rios of EBMUD; a letter from EBMUD is forthcoming regarding two proposed projects.

ADJOURNMENT: The meeting was adjourned at 8:05 p.m.

MINUTES PREPARED BY: Brenda J. Navellier

These minutes were approved at the regular Board meeting of the Kensington Fire Protection District on May 11, 2011.

Attest:

Leslie Michael, Board Secretary



**El Cerrito Fire Department
Memorandum**

May 2, 2011

TO: Kensington Fire Protection Board Members

FROM: John Dougery, Battalion Chief

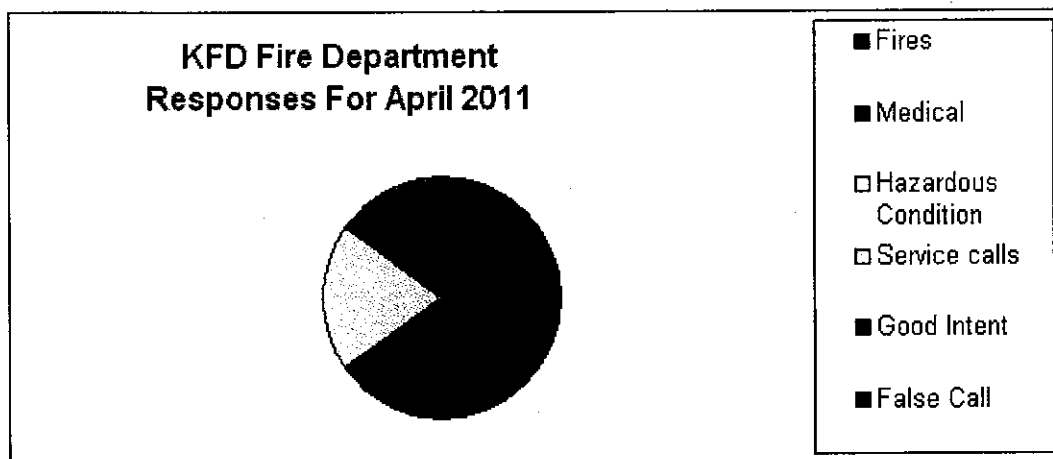
SUBJECT: Incident Activity Reports for the Month of April

20 incidents occurred during the month April in the community of Kensington. Please see the attached "Incident Log" for dates, times, and nature of all responses for the month of April (Kensington's responses will be underlined to assist in identifying them).

No incidents occurred during the month of April in the Community of Kensington resulting in fire loss.

The chart is broken down into NFIRS Incident Types. The following is a list of the response types, the number of responses for each type, and the percentage of each type.

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentage</u>
Fires	<i>(Structure, Trash, Vehicle, Vegetation Fire)</i>	0	0.00
Medical	<i>(EMS, Vehicle Accidents, Extrication, Rescue)</i>	13	65.00
Hazardous Condition	<i>(Chemical Spills, Leaks, Down power Lines)</i>	0	0.00
Service calls	<i>(Distress, Water/ Smoke/Odor Problems)</i>	4	20.00
Good Intent	<i>(Cancelled En Route, Wrong Location)</i>	3	15.00
False Call	<i>(Wrong Company/Unit Dispatched)</i>	0	0.00
TOTALS		20	100.00



Incident Log

Date Range From: 4/1/2011 To 4/30/2011

Incident Number	Date/Time	Address	Incident Type	Completed	Reviewed
1100694 - 000	4/01/2011 11:17:5	In front of 1520 Arlington Blvd	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100695 - 000	4/01/2011 12:02:2	On SAN PABLO Ave at POTRERO	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100696 - 000	4/01/2011 12:10:1	In front of 10032 San Pablo Ave	322 - Vehicle accident with injuries	Yes	Yes
1100697 - 000	4/01/2011 13:00:4	6602 EUREKA Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100698 - 000	4/01/2011 14:27:3	In front of 1912 CARQUINEZ Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100699 - 000	4/01/2011 14:50:3	10387 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100700 - 000	4/01/2011 17:46:4	10900 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100701 - 000	4/01/2011 19:00:0	821 LIBERTY St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100702 - 000	4/01/2011 20:38:1	119 SAINT ALBANS Dr	554 - Assist invalid	Yes	Yes
1100703 - 000	4/01/2011 23:41:1	10070 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100704 - 000	4/02/2011 03:00:2	601 WELLESLEY Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100705 - 000	4/02/2011 09:27:0	7233 BLAKE St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100706 - 000	4/02/2011 09:31:1	1300 ROOSEVELT Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100707 - 000	4/02/2011 12:13:1	63 HIGHLAND Blvd	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100708 - 000	4/02/2011 20:25:3	10203 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100709 - 000	4/02/2011 21:03:5	2633 TAMALPAIS Ave	553 - Public service	Yes	Yes
1100710 - 000	4/03/2011 00:15:5	On HUNTINGTON Ave at SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100711 - 000	4/03/2011 01:16:5	815 SAN PABLO Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100712 - 000	4/03/2011 04:36:3	5920 CUTTING Blvd	611 - Dispatched & cancelled en route	Yes	Yes
1100713 - 000	4/03/2011 06:59:4	10203 SAN PABLO Ave	511 - Lock-out	Yes	Yes
1100714 - 000	4/03/2011 07:25:0	6431 CLAREMONT Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100715 - 000	4/03/2011 10:54:1	2068 HARPER St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100716 - 000	4/03/2011 11:11:0	11760 SAN PABLO Ave	735 - Alarm system sounded due to malfunction	Yes	Yes
1100717 - 000	4/03/2011 13:37:2	11760 SAN PABLO Ave	735 - Alarm system sounded due to malfunction	Yes	Yes
1100718 - 000	4/03/2011 13:50:4	11511 SAN PABLO Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100719 - 000	4/03/2011 14:49:3	11760 SAN PABLO Ave	735 - Alarm system sounded due to malfunction	Yes	Yes
1100720 - 000	4/03/2011 16:10:4	14 FRANCISCAN Way	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100721 - 000	4/03/2011 16:40:3	7409 PARK VISTA Ave	740 - Unintentional transmission of alarm, other	Yes	Yes
1100722 - 000	4/03/2011 16:43:3	500 EL CERRITO Plz	600 - Good intent call, other	Yes	Yes
1100723 - 000	4/03/2011 19:21:3	5336 SIERRA Ave	111 - Building fire	Yes	Yes
1100724 - 000	4/03/2011 21:49:4	6521 HAZEL Ave	381 - Rescue or EMS standby	Yes	Yes
1100725 - 000	4/03/2011 23:02:2	1627 OAK VIEW Ave	311 - Medical assist, assist EMS crew	Yes	Yes

Incident Number	Date/Time	Address	Incident Type	Completed	Reviewed
1100726 - 000	4/04/2011 02:59:2	5729 BAYVIEW Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100727 - 000	4/04/2011 09:15:2	1618 LIBERTY St	700 - False alarm or false call, other	Yes	Yes
1100728 - 000	4/04/2011 14:38:2	1618 LIBERTY St	311 - Medical assist, assist EMS crew	Yes	Yes
1100729 - 000	4/04/2011 18:25:0	824 PARK Way	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100730 - 000	4/04/2011 19:26:4	1900 TASSAJARA Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100731 - 000	4/04/2011 21:01:5	746 8TH St	111 - Building fire	Yes	Yes
1100732 - 000	4/05/2011 07:46:3	5917 BURLINGAME Ave	554 - Assist invalid	Yes	Yes
1100733 - 000	4/05/2011 10:45:2	772 WILSON Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100734 - 000	4/05/2011 15:07:4	10810 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100735 - 000	4/05/2011 18:40:0	2539 ALVA Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100736 - 000	4/05/2011 18:46:3	669 AMADOR St	611 - Dispatched & cancelled en route	Yes	Yes
1100737 - 000	4/05/2011 19:00:5	On E 80 at SOLANO	322 - Vehicle accident with injuries	Yes	Yes
1100738 - 000	4/06/2011 00:27:4	6510 GLADYS Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100739 - 000	4/06/2011 08:34:0	10690 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100740 - 000	4/06/2011 11:06:2	700 GOLDEN GATE Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100741 - 000	4/06/2011 11:05:4	POINT ISABEL	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100742 - 000	4/06/2011 13:51:1	WI 80 / PORTRERO	322 - Vehicle accident with injuries	Yes	Yes
1100743 - 000	4/06/2011 14:06:0	1511 S. 59th St	111 - Building fire	Yes	Yes
1100744 - 000	4/06/2011 19:00:5	1337 LIBERTY St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100745 - 000	4/07/2011 02:17:2	1445 ELM St	611 - Dispatched & cancelled en route	Yes	Yes
1100746 - 000	4/07/2011 06:15:5	6117 TEHAMA Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100747 - 000	4/07/2011 16:21:5	6699 FAIRMOUNT Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100748 - 000	4/07/2011 17:33:1	In front of 1512 LEXINGTON Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100749 - 000	4/07/2011 17:41:0	1233 LAWRENCE St	554 - Assist invalid	Yes	Yes
1100750 - 000	4/07/2011 18:27:2	6500 HILL St	671 - Hazmat release investigation w/ no hazmat	Yes	Yes
1100751 - 000	4/07/2011 20:17:3	902 VISTA HEIGHTS Dr	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100752 - 000	4/08/2011 01:05:2	1713 BISSELL Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100753 - 000	4/08/2011 01:38:4	On SAN PABLO Ave at CONLON	611 - Dispatched & cancelled en route	Yes	Yes
1100754 - 000	4/08/2011 04:58:4	905 LIBERTY St	554 - Assist invalid	Yes	Yes
1100755 - 000	4/08/2011 06:12:0	5218 CYPRESS Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100756 - 000	4/08/2011 07:51:1	25 SUNSET Dr	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100757 - 000	4/08/2011 11:05:2	22 SUNSET Dr	611 - Dispatched & cancelled en route	Yes	Yes
1100758 - 000	4/08/2011 13:15:5	EB 80/CENTRAL AVE	611 - Dispatched & cancelled en route	Yes	Yes
1100759 - 000	4/08/2011 13:24:0	6826 HAGEN Blvd	552 - Police matter	Yes	Yes
1100760 - 000	4/08/2011 18:27:0	2107 MURPHY	611 - Dispatched & cancelled en route	Yes	Yes
1100761 - 000	4/08/2011 21:41:0	2320 ALVA Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100762 - 000	4/08/2011 22:34:4	878 36TH St	611 - Dispatched & cancelled en route	Yes	Yes
1100763 - 000	4/09/2011 06:20:4	740 1ST ST	571 - Cover assignment, standby, moveup	Yes	Yes

Incident Number	Date/Time	Address	Incident Type	Completed	Reviewed
1100764 - 000	4/09/2011 21:26:4	6537 BARRETT Ave	381 - Rescue or EMS standby	Yes	Yes
1100765 - 000	4/10/2011 03:34:5	1233 LAWRENCE St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100766 - 000	4/10/2011 06:35:3	980 HENSLEY St	611 - Dispatched & cancelled en route	Yes	Yes
1100767 - 000	4/10/2011 10:25:5	5930 ALAMEDA Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100768 - 000	4/10/2011 13:01:2	6510 GLADYS Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100769 - 000	4/10/2011 15:47:1	543 LIBERTY St	323 - Motor vehicle/pedestrian accident (MV Ped)	Yes	Yes
1100770 - 000	4/10/2011 18:28:0	SAN PABLO Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100771 - 000	4/10/2011 19:43:5	301 BEHRENS St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100772 - 000	4/11/2011 10:09:3	22 WILDWOOD PI	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100773 - 000	4/11/2011 13:09:5	1618 LIBERTY St	554 - Assist invalid	Yes	Yes
1100774 - 000	4/11/2011 18:35:5	439 NORVELL St	554 - Assist invalid	Yes	Yes
1100775 - 000	4/11/2011 20:40:2	10701 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100776 - 000	4/11/2011 21:36:5	1015 KING Dr	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100777 - 000	4/12/2011 05:07:0	46 ARLINGTON Ave	520 - Water problem, other	Yes	Yes
1100778 - 000	4/12/2011 06:20:2	1231 S 57TH St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100779 - 000	4/12/2011 15:05:5	5723 MADISON Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100780 - 000	4/12/2011 15:37:5	6510 GLADYS Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100781 - 000	4/12/2011 15:55:4	1375 SUMMIT PARK Ct	611 - Dispatched & cancelled en route	Yes	Yes
1100782 - 000	4/12/2011 17:04:5	14273 SAN PABLO Ave	151 - Outside rubbish, trash or waste fire	Yes	Yes
1100783 - 000	4/12/2011 17:10:5	1750 LIBERTY St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100784 - 000	4/12/2011 21:38:2	1725 WESLEY Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100785 - 000	4/13/2011 01:27:1	6707 PORTOLA Dr	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100786 - 000	4/13/2011 09:46:0	W 180 / CENTRAL AVE	611 - Dispatched & cancelled en route	Yes	Yes
1100787 - 000	4/13/2011 10:09:0	10203 SAN PABLO Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100788 - 000	4/13/2011 12:31:3	1021 NAVELLIER St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100789 - 000	4/13/2011 14:38:0	10636 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100790 - 000	4/13/2011 15:27:1	1618 LIBERTY St	554 - Assist invalid	Yes	Yes
1100791 - 000	4/13/2011 17:11:1	10203 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100792 - 000	4/14/2011 03:38:4	6103 PLUMAS Ave	621 - Wrong location	Yes	Yes
1100793 - 000	4/14/2011 04:03:1	7233 BLAKE St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100794 - 000	4/14/2011 11:02:2	1104 NAVELLIER St	611 - Dispatched & cancelled en route	Yes	Yes
1100795 - 000	4/14/2011 11:44:3	6312 ARLINGTON Blvd	571 - Cover assignment, standby, moveup	Yes	Yes
1100796 - 000	4/14/2011 11:38:0	11450 SAN PABLO Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100797 - 000	4/14/2011 17:00:0	10203 SAN PABLO Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100798 - 000	4/15/2011 03:15:5	6431 CLAREMONT Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100799 - 000	4/15/2011 11:19:2	7223 GLADYS Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100800 - 000	4/15/2011 11:45:0	6000 EL CERRITO Plz	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100801 - 000	4/15/2011 16:46:2	560 38TH St	311 - Medical assist, assist EMS crew	Yes	Yes

Incident Number	Date/Time	Address	Incident Type	Completed	Reviewed
1100802 - 000	4/15/2011 18:07:3	1347 NAVELLIER St	311 - Medical assist, assist EMS crew	Yes	Yes
1100803 - 000	4/15/2011 23:14:0	5960 FERN St	611 - Dispatched & cancelled en route	Yes	Yes
1100804 - 000	4/16/2011 12:45:0	4630 OVEREND Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100805 - 000	4/16/2011 15:01:3	10690 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100806 - 000	4/17/2011 05:03:5	On 38TH St at NEVIN	611 - Dispatched & cancelled en route	Yes	Yes
1100807 - 000	4/17/2011 09:04:2	176 HIGHLAND Blvd	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100808 - 000	4/17/2011 12:28:0	1629 JULIAN Dr	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100809 - 000	4/17/2011 15:31:1	10203 SAN PABLO Ave	511 - Lock-out	Yes	Yes
1100810 - 000	4/17/2011 16:55:1	7900 CUTTING Blvd	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100811 - 000	4/17/2011 18:15:2	2325 CARQUINEZ Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100812 - 000	4/17/2011 20:13:2	63 EUREKA Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100813 - 000	4/18/2011 13:26:5	5731 MADISON Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100814 - 000	4/18/2011 14:23:3	303 ARLINGTON Ave	322 - Vehicle accident with injuries	Yes	Yes
1100815 - 000	4/19/2011 03:03:1	540 CLEVELAND	111 - Building fire	Yes	Yes
1100816 - 000	4/19/2011 07:17:1	7900 CUTTING Blvd	744 - Detector activation, no fire - unintentional	Yes	Yes
1100817 - 000	4/19/2011 16:31:2	In front of 1000 EL CERRITO Plz	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100818 - 000	4/19/2011 17:09:4	10900 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100819 - 000	4/19/2011 18:38:1	2521 CARQUINEZ Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100820 - 000	4/19/2011 20:25:3	In rear of 4300 S Cutting Blvd	611 - Dispatched & cancelled en route	Yes	Yes
1100821 - 000	4/20/2011 07:02:1	6400 CUTTING Blvd	311 - Medical assist, assist EMS crew	Yes	Yes
1100822 - 000	4/20/2011 08:05:5	11755 SAN PABLO Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100823 - 000	4/20/2011 11:20:2	6009 POTRERO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100824 - 000	4/20/2011 12:37:3	10944 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100825 - 000	4/20/2011 14:47:5	231 CAMBRIDGE Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100826 - 000	4/20/2011 15:04:1	10675 SAN PABLO Ave	611 - Dispatched & cancelled en route	Yes	Yes
1100827 - 000	4/21/2011 00:33:2	618 COVENTRY Dr	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100828 - 000	4/21/2011 14:45:4	In front of 10422 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100829 - 000	4/21/2011 15:00:1	2443 EDWARDS Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100830 - 000	4/21/2011 17:49:1	1442 YORK St	611 - Dispatched & cancelled en route	Yes	Yes
1100831 - 000	4/21/2011 19:14:1	1104 NAVELLIER St	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100832 - 000	4/21/2011 20:42:5	11720 SAN PABLO Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100833 - 000	4/21/2011 21:49:5	11760 SAN PABLO Ave	714 - Central station, malicious false alarm	Yes	Yes
1100834 - 000	4/22/2011 10:08:3	22 WILDWOOD PI	311 - Medical assist, assist EMS crew	Yes	Yes
1100835 - 000	4/22/2011 19:01:5	6510 GLADYS Ave	311 - Medical assist, assist EMS crew	Yes	Yes
1100836 - 000	4/22/2011 20:30:0	On CENTRAL Ave at SAN LUIS	323 - Motor vehicle/pedestrian accident (MV Ped)	Yes	Yes
1100837 - 000	4/22/2011 22:05:3	6699 FAIRMOUNT Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100838 - 000	4/23/2011 05:12:2	5655 MADISON Ave	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100839 - 000	4/23/2011 08:46:2	2305 EDNA ST	700 - False alarm or false call, other	Yes	Yes

Incident Number	Date/Time	Address	Incident Type	Completed	Reviewed
1100840 - 000	4/23/2011 11:53:4	PIERCE ST	311 - Medical assist, assist EMS crew	Yes	Yes
1100841 - 000	4/23/2011 15:25:4	SAN PABLO AVE	463 - Vehicle accident, general cleanup	Yes	Yes
1100842 - 000	4/23/2011 17:46:3	6120 POTRERO AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100843 - 000	4/23/2011 18:51:1	814 ASHBURY AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100844 - 000	4/23/2011 19:36:2	88 KENSINGTON CT	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100845 - 000	4/23/2011 21:19:1	745 S 40TH ST	611 - Dispatched & cancelled en route	Yes	Yes
1100846 - 000	4/24/2011 18:35:3	2352 ESMOND AVE	111 - Building fire	Yes	Yes
1100847 - 000	4/24/2011 18:55:5	719 40TH ST	671 - Hazmat release investigation w/ no hazmat	Yes	Yes
1100848 - 000	4/24/2011 19:22:1	2009 CUTTING BLVD	611 - Dispatched & cancelled en route	Yes	Yes
1100849 - 000	4/25/2011 02:02:3	3150 PIERCE ST	745 - Alarm system sounded, no fire - unintentional	Yes	Yes
1100850 - 000	4/25/2011 07:28:0	4764 HARTNETT AVE	311 - Medical assist, assist EMS crew	Yes	Yes
1100851 - 000	4/25/2011 09:49:0	10057 SAN PABLO AVE	311 - Medical assist, assist EMS crew	Yes	Yes
1100852 - 000	4/25/2011 11:08:3	540 ASHBURY AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100853 - 000	4/25/2011 13:54:4	540 ASHBURY AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100854 - 000	4/25/2011 18:04:3	905 ELM ST	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100855 - 000	4/25/2011 18:43:3	1331 LIBERTY ST	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100856 - 000	4/25/2011 23:23:0	6501 ARLINGTON BLVD	311 - Medical assist, assist EMS crew	Yes	Yes
1100857 - 000	4/25/2011 23:35:0	Adjacent to LEXINGTON AVE	611 - Dispatched & cancelled en route	Yes	Yes
1100858 - 000	4/25/2011 23:38:3	11344 SAN PABLO AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100859 - 000	4/26/2011 00:39:4	2436 PALOS CT	111 - Building fire	Yes	Yes
1100860 - 000	4/26/2011 14:35:3	540 ASHBURY AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100861 - 000	4/26/2011 21:20:5	10203 SAN PABLO AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100862 - 000	4/27/2011 12:51:4	1166 ELLS ST	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100863 - 000	4/27/2011 13:05:0	5431 PANAMA AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100864 - 000	4/27/2011 14:02:1	7230 FAIRMOUNT AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100865 - 000	4/27/2011 14:41:1	6520 MANILA AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100866 - 000	4/27/2011 15:30:2	1315 MERCED ST	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100867 - 000	4/27/2011 16:16:0	On CUTTING BLVD at KEY	746 - Carbon monoxide detector activation, no CO	Yes	Yes
1100868 - 000	4/27/2011 19:17:5	183 ARLINGTON AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100869 - 000	4/27/2011 19:30:4	7218 STOCKTON AVE	611 - Dispatched & cancelled en route	Yes	Yes
1100870 - 000	4/28/2011 03:17:2	5000 CUTTING BLVD	611 - Dispatched & cancelled en route	Yes	Yes
1100871 - 000	4/28/2011 09:14:1	39 STRATFORD DR	554 - Assist invalid	Yes	Yes
1100872 - 000	4/28/2011 09:49:4	5831 BAYVIEW AVE	700 - False alarm or false call, other	Yes	Yes
1100873 - 000	4/28/2011 10:21:2	217 ARLINGTON AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100874 - 000	4/28/2011 10:43:2	1208 NORVELL ST	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100875 - 000	4/28/2011 11:24:2	3 JESSEN CT	520 - Water problem, other	Yes	Yes
1100876 - 000	4/28/2011 11:28:5	837 RICHMOND ST	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100877 - 000	4/28/2011 15:03:0	SAN PABLO AVE	700 - False alarm or false call, other	Yes	Yes

Incident Number	Date/Time	Address	Incident Type	Completed	Reviewed
1100878 - 000	4/28/2011 15:51:2	10690 SAN PABLO AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100879 - 000	4/28/2011 16:43:5	6718 SCHMIDT LN	611 - Dispatched & cancelled en route	Yes	Yes
1100880 - 000	4/28/2011 18:16:1	On FAIRMOUNT Ave at BART	611 - Dispatched & cancelled en route	Yes	Yes
1100881 - 000	4/28/2011 20:02:3	2060 TAPSCOTT AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100882 - 000	4/28/2011 21:07:2	On CARLSON Blvd at CENTRAL	311 - Medical assist, assist EMS crew	Yes	Yes
1100883 - 000	4/28/2011 22:30:2	5825 JEFFERSON AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100884 - 000	4/29/2011 08:21:5	1407 S 55TH ST	311 - Medical assist, assist EMS crew	Yes	Yes
1100885 - 000	4/29/2011 09:54:1	1211 BREWSTER DR	522 - Water or steam leak	Yes	Yes
1100886 - 000	4/29/2011 12:46:0	On MOESER Ln at SAN PABLO	311 - Medical assist, assist EMS crew	Yes	Yes
1100887 - 000	4/29/2011 13:18:0	7218 STOCKTON AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100888 - 000	4/29/2011 14:06:2	2501 RYDIN DR	311 - Medical assist, assist EMS crew	Yes	Yes
1100889 - 000	4/29/2011 15:57:2	4801 CENTRAL AVE	100 - Fire, other	Yes	Yes
1100890 - 000	4/29/2011 16:09:3	On CUTTING Blvd at SAN PABLO AVE	611 - Dispatched & cancelled en route	Yes	Yes
1100891 - 000	4/29/2011 16:23:0	WB 80/CENTRAL AVE	611 - Dispatched & cancelled en route	Yes	Yes
1100892 - 000	4/29/2011 18:18:5	225 EL CERRITO PLZ	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100893 - 000	4/29/2011 19:51:5	512 LIBERTY ST	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100894 - 000	4/29/2011 20:29:0	6711 CUTTING Blvd	111 - Building fire	Yes	Yes
1100895 - 000	4/30/2011 03:56:0	243 ARLINGTON AVE	600 - Good intent call, other	Yes	Yes
1100896 - 000	4/30/2011 08:50:3	44 KINGSTON DR	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100897 - 000	4/30/2011 09:26:5	859 GALVIN DR	745 - Alarm system sounded, no fire - unintentional	Yes	Yes
1100898 - 000	4/30/2011 11:53:2	325 CIVIC CENTER PLZ	611 - Dispatched & cancelled en route	Yes	Yes
1100899 - 000	4/30/2011 12:12:0	7230 FAIRMOUNT AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100900 - 000	4/30/2011 12:27:2	2121 SAN JOAQUIN ST	571 - Cover assignment, standby, moveup	Yes	Yes
1100901 - 000	4/30/2011 15:09:1	2558 ALVA AVE	311 - Medical assist, assist EMS crew	Yes	Yes
1100902 - 000	4/30/2011 15:59:2	WB 580/ CENTRAL AVE	622 - No incident found on arrival at dispatch address	Yes	Yes
1100903 - 000	4/30/2011 17:33:5	134 WINDSOR AVE	321 - EMS call, excluding vehicle accident with injury	Yes	Yes
1100904 - 000	4/30/2011 18:30:1	6727 HAGEN Blvd	740 - Unintentional transmission of alarm, other	Yes	Yes
1100905 - 000	4/30/2011 22:37:4	9TH St	311 - Medical assist, assist EMS crew	Yes	Yes

Totals

Number of Incidents	212
Completed	212
Not Completed	0
Reviewed	212
Not Reviewed	0

TRANSMITTAL - APPROVAL

TO: Auditor Controller of Contra Costa County.

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

		KENSINGTON FPD		PY/CY:		
		TRANSMITTAL - APPROVAL		BATCH #:		
		Invoices		DATE:		
				LOCATION #:		
				FILENAME:		
				KENSINGTON		
00982	Delta Dental	04/24/11	4912 0003 May dental	7840	1061	1,189.07
01169	CalPERS	04/15/11	H2011067009000 May med	7840	1061	9,203.10
01406	KFPD	05/05/11	Reimburse revolving fund	7840	2490	11,536.77
01634	Vision Service Plan	04/20/11	001027770001 May vision	7840	1061	307.45
02120	City of El Cerrito	05/01/11	May fire protection	7840	2328	173,951.95
12420	Meyers Nave	03/31/11	2011030730 legal fees	7840	2490	2,366.28
TOTAL						198,554.62

Kensington FPD Approval

Date: 5/6/11
David A. Ames
 Date: 5/6/11

May 5, 2011

Attachment to Transmittal 0511

Kensington Fire Protection District Revolving Fund 01406

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

INVOICE		
DATE	DESCRIPTION	AMOUNT
3/31/2011	AA Office Equip - VOID	-555.00
3/7/2011	Terminix	106.00
4/15/2011	Payroll processing	45.70
4/15/2011	Payroll for period 4/1 - 4/15/11	2,335.28
4/15/2011	Withholding payroll taxes 4/1- 4/15/11	877.22
4/4/2011	Office Depot - supplies	211.97
4/6/2011	PG&E - electric	967.91
4/9/2011	Nextel - telephone	70.15
4/5/2011	AT&T - phone	238.02
4/13/2011	Kel-Aire - mech. maint.	313.11
4/5/2011	EBMUD - water/wastewater	211.86
4/6/2011	PG&E - gas	164.68
4/8/2011	AA Office Equip - toner	198.92
4/8/2011	Mechanics Bank - FDAC conf, hotel, pub ed, etc.	699.05
4/25/2011	The Cartridge Family - annual maint.	500.00
4/15/2011	Bay Alarm - UL certificate	100.00
5/2/2011	Payroll processing	45.70
5/2/2011	Payroll for period 4/16 - 4/30/11	2,234.19
4/1/2011	Withholding payroll taxes 4/16- 4/30/11	840.37
5/5/2011	ICMA - Apr deferred comp	1,094.90
4/27/2011	UBS - janitorial service	99.66
5/1/2011	Stericycle - medical waste	400.38
4/22/2011	Comcast	69.90
5/1/2011	Bay View Refuse	266.80
	Total	11,536.77

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

Kensington Fire Protection District
Balance Sheet
As of April 12, 2011

Apr 12, 11

ASSETS

Current Assets

Checking/Savings

Petty Cash	200.00
KFPD Revolving Acct - Gen Fund	10,138.10
General Fund	284,163.95
Capital Fund	5,115.77
Special Tax Fund	1,169.95

Total Checking/Savings 300,787.77

Accounts Receivable

Due from County for Reimb.	13,827.13
Accounts Receivable	626.50
Advance on Taxes	1,368,420.30
Advance on Supplemental Taxes	25,796.85

Total Accounts Receivable 1,408,670.78

Other Current Assets

Prepaid Services - EC	533,032.07
Prepaid CERBT - Retiree Trust	1,149,989.09
Investments	
Capital Replacement Funds	889,475.00
Fire Protect. Contract Reserves	2,132,128.37
Investments - Other	-415,756.16

Total Investments 2,605,847.21

Total Other Current Assets 4,288,868.37

Total Current Assets 5,998,326.92

Fixed Assets

Equipment	880,396.31
Accumulated Depreciation-Equip	-424,407.00
Land	5,800.00
Building and Improvements	1,384,720.70
Accumulated Depreciation - Bldg	-549,821.00
Current Capital Outlay	
P/S Building Repair/Replace	9,001.60
Computers/Computerized Equip.	6,155.80
Computers/Furniture	1,704.05

Total Current Capital Outlay 16,861.45

Total Fixed Assets 1,313,550.46

Other Assets

Prop 1A Loan - State of CA	217,467.82
Suspense	-13,827.13

Total Other Assets 203,640.69

TOTAL ASSETS 7,515,518.07

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	
Due to Other - Issued by CCC	21,755.79

Total Accounts Payable 21,755.79

Kensington Fire Protection District
Balance Sheet
As of April 12, 2011

	Apr 12, 11
Other Current Liabilities	
EI Cerrito Service Contract Pay	533,032.07
Wages & PR Taxes Payable	1,701.36
Total Other Current Liabilities	534,733.43
Total Current Liabilities	556,489.22
Total Liabilities	556,489.22
Equity	
Fund Equity - General	3,325,448.26
Fund Equity - Capital Projects	548,373.00
Fund Equity - Special Revenue	17,789.00
Fund Equity - Gen Fixed Asset	1,321,009.00
Fund Equity	573,670.61
Net Income	1,172,738.98
Total Equity	6,959,028.85
TOTAL LIABILITIES & EQUITY	7,515,518.07

**Kensington Fire Protection District
Revenue & Expense Budget vs. Actual
July 2010 through March 2011**

	Jul '10 - Mar 11	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Property Taxes	2,748,823.87	2,725,300.00	23,323.87	100.9%
Special Taxes	200,220.90	200,221.00	-0.10	100.0%
Other Tax Income	14,923.42	0.00	14,923.42	100.0%
Lease Agreement	28,840.00	28,840.00	0.00	100.0%
Interest Income	5,979.18	5,000.00	979.18	119.6%
Salary Reimbursement Agreement	33,528.74	33,528.69	0.05	100.0%
Miscellaneous Income	24,052.00	0.00	24,052.00	100.0%
Total Income	3,056,168.11	2,992,889.69	63,278.42	102.1%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	1,445.41	1,445.00	0.41	100.0%
Contra Costa County Expenses	33,449.85	32,245.00	1,204.85	103.7%
El Cerrito Contract Fee	1,599,096.29	1,599,095.97	0.32	100.0%
Water System Improvements	0.00	10,000.00	-10,000.00	0.0%
Fire Abatement Contract	0.00	8,000.00	-8,000.00	0.0%
Risk Management Insurance	12,378.00	12,380.00	-2.00	100.0%
Professional Fees				
Accounting	3,075.00	4,200.00	-1,125.00	73.2%
Actuarial Valuation	3,200.00	2,500.00	700.00	128.0%
Audit	12,000.00	12,000.00	0.00	100.0%
Legal Fees	10,987.91	24,545.00	-13,557.09	44.8%
Total Professional Fees	29,262.91	43,245.00	-13,982.09	67.7%
Wildland Vegetation Mgmt	4,865.00	6,000.00	-1,135.00	81.1%
Total OUTSIDE PROFESSIONAL SERVICES	1,680,497.26	1,712,410.97	-31,913.71	98.1%
RETIREE MEDICAL BENEFITS				
PERS Medical	50,407.50	45,825.00	4,582.50	110.0%
Delta Dental	6,808.85	5,877.51	931.14	116.4%
Vision Care	1,779.16	1,601.24	177.92	111.1%
Total RETIREE MEDICAL BENEFITS	58,795.31	53,103.75	5,691.56	110.7%
COMMUNITY SERVICE ACTIVITIES				
Public Education	6,900.56	9,000.00	-2,099.44	78.7%
Comm. Pharmaceutical Drop-Off	748.74	3,000.00	-2,251.26	24.9%
Vial of Life Program	28.21	868.00	-639.79	3.9%
CERT Emergency Kits	0.00	0.00	0.00	0.0%
Open Houses	0.00	2,000.00	-2,000.00	0.0%
Community Shredder	1,012.50	1,500.00	-487.50	67.5%
Total COMMUNITY SERVICE ACTIVITIES	8,886.01	16,168.00	-7,479.99	53.7%
DISTRICT ACTIVITIES				
Firefighter's Apparel	7,198.49	6,500.00	698.49	110.7%
Firefighter's Expenses	3,851.67	3,750.03	98.46	97.4%
Engine Rescue Equipment	6,217.01	5,910.00	307.01	105.2%
Staff Appreciation	1,108.81	2,500.00	-1,393.39	44.3%
Professional Development	344.10	3,750.00	-3,405.84	9.2%
Building Maintenance				
Janitorial Service	697.62	1,100.00	-402.38	63.4%
Medical Waste Disposal	2,714.16	3,375.00	-660.84	80.4%
Building Alarm	1,596.00	0.00	1,596.00	100.0%
Gardening service	585.00	1,060.00	-475.00	55.2%
Miscellaneous Maint.	24,046.82	225,000.00	-200,953.18	10.7%
Total Building Maintenance	29,839.60	230,535.00	-200,895.40	12.9%
Building Utilities/Service				
Garbage	533.60	580.00	-28.40	95.3%
Gas and Electric	5,912.32	5,857.47	54.85	100.9%
Water/Sewer	950.82	604.00	146.82	118.3%
Total Building Utilities/Service	7,396.74	7,221.47	175.27	102.4%
Election	369.80	1,000.00	-630.20	37.0%
Memberships	4,741.00	5,000.00	-259.00	94.8%
Office				
Office Expense	1,042.24	2,825.03	-1,582.79	39.7%
Office Supplies	548.65	1,874.97	-1,326.32	29.3%
Telephone	3,175.66	3,187.53	-11.87	99.6%
Total Office	4,766.55	7,687.53	-2,920.98	62.0%
Total DISTRICT ACTIVITIES	65,431.53	273,854.03	-208,422.50	23.9%
Staff				
Wages	53,082.38	53,082.38	0.00	100.0%
Overtime Wages	1,884.30	3,874.87	-1,990.67	45.6%
Vacation Wages	0.00	0.00	0.00	0.0%
Medical/dental ins compensation	4,410.00	4,410.00	0.00	100.0%
Retirement Contribution	2,854.10	2,655.00	1,999.10	100.0%
Payroll Taxes	4,469.83	4,783.75	-314.12	93.4%
Workers Compensation/Life Ins	1,225.79	1,470.00	-244.21	83.4%
Payroll Processing	843.60	873.72	-30.12	96.6%
Total Staff	68,369.78	70,949.80	-2,580.02	96.4%
Contingency				
General	0.00	19,999.98	-19,999.98	0.0%
Contingency - Other	0.00	0.00	0.00	0.0%
Total Contingency	0.00	19,999.98	-19,999.98	0.0%
Total Expense	1,881,779.89	2,146,484.53	-264,704.64	87.7%
Net Ordinary Income	1,174,388.22	846,405.16	327,983.06	138.8%
Other Income/Expense				
Other Income				
Transfers In - Capital	93,355.00			
Transfers In - General	33,058.31			
Total Other Income	126,413.31			

**Kensington Fire Protection District
Revenue & Expense Budget vs. Actual
July 2010 through March 2011**

	Jul '10 - Mar 11	Budget	\$ Over Budget	% of Budget
Other Expense				
Transfers Out - Capital	1,951.66			
Transfers Out - Special	123,355.00			
Transfers Out - General	1,106.65			
Total Other Expense	<u>126,413.31</u>			
Net Other Income	<u>0.00</u>			
Net income	<u><u>1,174,388.22</u></u>	<u><u>846,405.16</u></u>	<u><u>327,983.06</u></u>	<u><u>138.8%</u></u>

Kensington Fire Protection District Revenue & Expense Prev Year Comparison

July 1, 2010 through April 12, 2011

	Jul 1, '10 - Apr 12, 11	Jul 1, '09 - Apr 12, 10	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	2,748,623.87	2,688,250.56	60,373.31	2.3%
Special Taxes	200,220.90	0.00	200,220.90	100.0%
Other Tax Income	14,923.42	14,484.63	438.79	3.0%
Lease Agreement	28,840.00	28,000.00	840.00	3.0%
Interest Income	5,979.18	8,730.13	-2,750.95	-31.5%
Salary Reimbursement Agreement	33,528.74	18,250.00	15,278.74	83.7%
Miscellaneous Income	24,052.00	0.00	24,052.00	100.0%
Total Income	3,056,168.11	2,757,715.32	298,452.79	10.8%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	1,445.41	1,426.23	19.18	1.3%
Contra Costa County Expenses	33,449.65	30,590.52	2,859.13	9.4%
El Cerrito Contract Fee	1,599,096.29	1,590,173.60	8,922.69	0.6%
Water System Improvements	0.00	9,472.00	-9,472.00	-100.0%
Risk Management Insurance	12,378.00	10,737.00	1,641.00	15.3%
Professional Fees				
Accounting	3,075.00	3,099.78	-24.78	-0.8%
Actuarial Valuation	3,200.00	350.00	2,850.00	814.3%
Audit	12,000.00	12,000.00	0.00	0.0%
Legal Fees	10,987.91	15,157.61	-4,169.70	-27.5%
Total Professional Fees	29,262.91	30,607.39	-1,344.48	-4.4%
Wildland Vegetation Mgmt	4,865.00	4,147.50	717.50	17.3%
Total OUTSIDE PROFESSIONAL SER...	1,680,497.26	1,677,154.24	3,343.02	0.2%
RETIREE MEDICAL BENEFITS				
PERS Medical	50,407.50	78,364.85	-27,957.35	-35.7%
Delta Dental	6,608.65	10,982.08	-4,373.43	-39.8%
Vision Care	1,779.16	3,042.16	-1,263.00	-41.5%
Total RETIREE MEDICAL BENEFITS	58,795.31	92,389.09	-33,593.78	-36.4%
COMMUNITY SERVICE ACTIVITIES				
Public Education	6,900.56	5,831.61	1,068.95	18.3%
Comm. Pharmaceutical Drop-Off	746.74	1,917.46	-1,170.72	-61.1%
Vial of Life Program	26.21	775.86	-749.65	-96.6%
CERT Emergency Kits	0.00	95.80	-95.80	-100.0%
Open Houses	0.00	1,312.98	-1,312.98	-100.0%
Community Shredder	1,012.50	1,012.50	0.00	0.0%
Total COMMUNITY SERVICE ACTIVITI...	8,686.01	10,946.21	-2,260.20	-20.7%
DISTRICT ACTIVITIES				
Firefighter's Apparel	7,198.49	25,016.89	-17,818.40	-71.2%
Firefighters' Expenses	3,651.57	2,763.32	888.25	32.1%
Engine Rescue Equipment	6,217.01	0.00	6,217.01	100.0%
Staff Appreciation	1,106.61	4,018.45	-2,911.84	-72.5%
Professional Development	344.16	4,872.74	-4,528.58	-92.9%
Building Maintenance				
Janitorial Service	797.28	896.30	-99.02	-11.1%
Medical Waste Disposal	3,114.57	2,630.39	484.18	18.4%
Building alarm	1,596.00	90.00	1,506.00	1,673.3%
Gardening service	585.00	720.00	-135.00	-18.8%
Miscellaneous Maint.	24,269.32	47,628.06	-23,358.74	-49.0%
Total Building Maintenance	30,362.17	51,964.75	-21,602.58	-41.6%
Building Utilities/Service				
Garbage	533.60	532.00	1.60	0.3%
Gas and Electric	5,912.32	5,533.02	379.30	6.9%
Water/Sewer	950.82	732.75	218.07	29.8%
Total Building Utilities/Service	7,396.74	6,797.77	598.97	8.8%
Election	369.80	0.00	369.80	100.0%
Memberships	4,741.00	4,399.00	342.00	7.8%
Office				
Office Expense	1,042.24	3,120.38	-2,078.14	-66.6%
Office Supplies	548.65	1,614.19	-1,065.54	-66.0%
Telephone	3,406.63	2,525.96	880.67	34.9%
Total Office	4,997.52	7,260.53	-2,263.01	-31.2%
Total DISTRICT ACTIVITIES	66,385.07	107,093.45	-40,708.38	-38.0%
Staff				
Wages	53,082.36	44,924.80	8,157.56	18.2%
Overtime Wages	1,684.30	1,250.95	433.35	34.6%
Medical/dental ins compensation	4,410.00	3,850.00	560.00	14.6%
Retirement Contribution	2,654.10	2,246.24	407.86	18.2%
Payroll Taxes	4,469.63	3,763.38	706.25	18.8%
Workers Compensation/Life Ins	1,225.79	1,441.30	-215.51	-15.0%
Payroll Processing	889.30	858.33	30.97	3.6%
Total Staff	68,415.48	58,335.00	10,080.48	17.3%

CHIEF'S REPORT

**KENSINGTON FIRE PROTECTION DISTRICT
MEMORANDUM**

May 5, 2011

TO: President and Board Members, Kensington Fire Protection District

FROM: Lance J. Maples, Fire Chief

SUBJECT: **Fire Chief's Report**

CAL FIRE UPDATE

The wildfire season in California doesn't officially start for several weeks, but when it does, state firefighters will have to do the best they can with fewer resources. State fire officials say they will make do with what they have, but the timing of staffing cuts couldn't come at a worse time, given this could be a very busy fire season. With California's lush grasses starting to dry out, Cal Fire is requesting the public to get ready for what could be an intense wildfire season, given higher than average rainfall this past winter. The California Legislature passed \$30 million in cuts to Cal Fire for the coming budget year. That means engine staffing will be downsized from four to three, and 700 fewer seasonal firefighters will be on the front lines this summer. Cal Fire reports they will hire about 2,400 seasonal firefighters this summer to complement its force of 6,000 permanent employees. Last fire season, the agency employed more than 3,000 seasonal firefighters. Cal Fire reports they will also depend more on its 4,000 inmate crews and on local districts when a wildfire breaks out.

With that being said, this is the perfect time for homeowners to get rid of the weeds or any vegetation that's overgrown. Creating a defensible space around homes, and having that clearance can dramatically increase a home's chance of surviving when a wildfire does strike. Please visit the Kensington Fire Protection District's website at www.kensingtonfire.org to learn more about vegetation management information.

CERT UPDATE

The West Contra Costa CERT Training Consortium will conduct CERT Refresher Drills May 14, 2011 for those who have previously graduated from the CERT Program. Participants will exercise the skills learned during their CERT training during this refresher drill. This non-certified training will be offered in both the morning and afternoon and space will be limited so early registration will be a must. If you are interested please contact Fire Administration at (510) 215-4450.

On another CERT note we had a great turnout at our April 30 CERT graduation drill with over 100 participants from El Cerrito, Kensington, Richmond, San Pablo and Pinole. This all day event included classroom, station training and a disaster scenario. This is just one more example of the citizens we serve raising their level of preparedness.

NEW BUSINESS

**David L. Garrett
Memorial Scholarship Committee**

May 11, 2011

TO: The Kensington Fire Protection District Board of Directors
FROM: The David L. Garrett Memorial Scholarship Committee
SUBJECT: Donation to the David L. Garrett Memorial Scholarship Fund

Dear Kensington Fire Protection District Board of Directors,

As you all know, we lost a very valuable member of our firefighting family, Engineer David Garrett, in March 2009.

In November of 2009, a Scholarship Fund was established in memory of David Garrett. The Scholarship Committee offers this scholarship to graduating El Cerrito High School seniors who have demonstrated the desire and ability to become a firefighter or pursue another career in public safety.

The purpose of the scholarship is to provide the recipient with financial assistance toward the costs associated with enrollment at an accredited vocational school, trade school, two year community college, or four year college/university.

The Scholarship Committee welcomes and encourages all qualified graduating seniors with a 2.5 GPA or better to apply for this award.

The recipient of the 2011 scholarship will be announced by the Committee at the Annual Senior Awards Night (date to be determined by the high school).

The application process includes:

- A completed application with four questions.
- A one page essay answering the question: *Why do I want to become a firefighter?*
- Two letters of recommendation
- Unofficial transcript
- Interview

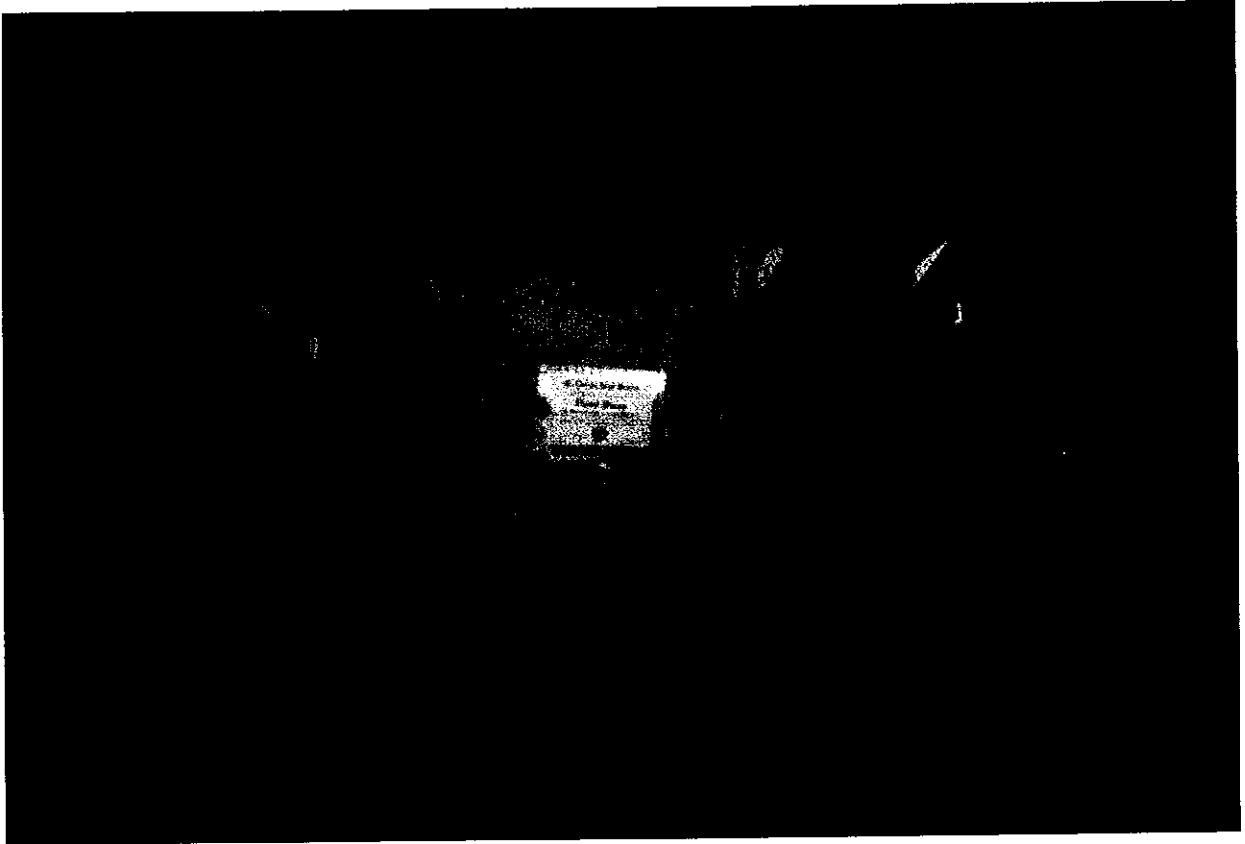
The 2010 recipient of the DLG Memorial Scholarship was David Brown. David Brown is currently attending Los Medanos College where he is working on his Emergency Medical Technician (EMT) certification and general education courses.

KFPD's \$2,000 donation last year was greatly appreciated by both the scholarship committee and, of course, the recipient. This scholarship that focuses on assisting West County youths toward a career in public safety wouldn't be possible without the support and donations from groups such as the Kensington Fire Protection District. Any donation that the District would consider would be greatly appreciated. Thank you for your time and consideration.

Sincerely,

The David L. Garret Memorial Scholarship Committee

Michael Cassidy, John Kelleher, Candice Emert and David Ciappara



*In appreciation to all those who contribute to keeping
The memory of David Garrett with us*

*The First El Cerrito – Kensington Fire Department
David L. Garrett Memorial Scholarship
Was awarded to El Cerrito high school senior
David Brown*



*Michael Cassidy, John Kelleher
Candice Emert, David Ciappara*
El Cerrito Fire Department
10900 San Pablo Ave
El Cerrito, Ca 94530

El Cerrito High School
David L. Garrett Memorial Scholarship Program Guidelines
Spring 2011

The El Cerrito Fire Department is offering a scholarship to graduating high school seniors who have demonstrated the desire and ability to become a firefighter or to serve the public in some way by the career they have chosen to pursue.

The purpose of the scholarship is to provide the recipient(s) with financial assistance toward the costs associated with enrollment at an accredited vocational school, trade school, two year community college, or four year college or university.

The El Cerrito Fire Department Scholarship Committee welcomes and encourages all qualified graduating seniors with at least a GPA of 2.5 to apply for this award. Please note the following application details:

The application deadline is Friday, April 21, 2011, 2:00 p.m.

Completed applications are to be returned to Bobbi Griggs or Marilyn O'Brian in the Career Center, Room A209.

Applicants must be available for an interview appointment which will be scheduled in May.

- The recipient of the 2011 scholarship will be announced by the **El Cerrito Fire Department** at the Annual Senior Awards Night, at the El Cerrito High School Performing Arts Theater.
- Full scholarship will be awarded upon proof of enrollment submitted to Scholarship Committee Chair, Michael Cassidy.

Attached you will find an application which must be accompanied by:

- Completed application with four questions answered on separate, attached sheet of paper.
- A one page essay answering the question:
Why do you want to pursue a career in public service?
- Two letters of recommendations, each limited to one page in length:
One letter from an El Cerrito High School faculty or staff member
One letter from a member of the community or employer.
- Unofficial transcript, available from the Career Center.

Selection will be based on:

- Completed application
- Essay
- Interview
- Letters of Recommendation
- One unofficial Transcript

**EL CERRITO HIGH SCHOOL
David L. Garrett Memorial Scholarship
2011 SCHOLARSHIP APPLICATION**

Application Due Date April 21, 2011, 2:00 p.m. – Return to Bobbi Griggs or Marilyn O'Brian, Room A209
Please print neatly. Attach extra pages for the questions and essay.

Name of Applicant _____ Birth Date _____

Address _____ Home Phone _____
 _____ Cell Phone _____
 _____ Email Address _____

Parent or Guardian Name(s) _____
 Address (with whom you reside) _____
 Phone (with whom you reside) _____

What schools have you applied to? (vocational, trade, community college, four year college and/university)

Please answer the following questions on a separate sheet of paper. Do not exceed one sheet of paper for all four questions.

- 1-What are your career ambitions?
- 2-What do you do in your free time?
- 3-If you were awarded this scholarship, how would you use it?
- 4-What do you consider your biggest achievement?

School and Community Activity Summary

School Activities	Positions Held (if any)	Years of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____

Non School Related Extracurricular Activities	Positions Held (if any)	Years of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____

Community Service/Volunteer Work	Positions Held (if any)	Years of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____

Employment History	Positions Held (if any)	Years of Participation
_____	_____	_____
_____	_____	_____

A requirement of the scholarship winners is to submit their education update due January 10, 2012. If I am scholarship winner, I agree to submit to ECFD by January 10, 2012 my education update.

Signature _____ Date _____

**EL CERRITO FIRE DEPARTMENT
MEMORANDUM**

May 5, 2011

TO: Board of Directors
Kensington Fire Protection District

FROM: Fire Chief Lance J. Maples

SUBJECT: Water System Improvements

In the continued interest of community fire safety, Fire Department staff conduct hydrant flow tests annually throughout the community. During last year's hydrant flows it was noted that two areas within the community had a reduced flow. The two areas of concern are Westminster and Columbia. Staff worked with EBMUD to determine if any flows were restricted due to closed valves or other problems with EBMUD's system but no problems were detected.

Staff then worked with EBMUD to determine what improvements could be made to increase flows in these areas. In the Westminster area flows were approximately 30% of what EBMUD flow modeling suggested they should be and in the Columbia area flows were approximately 35% of what EBMUD flow modeling suggested they should be. Based on these facts, EBMUD is recommending replacing 1,500 feet of 6-inch pipe with 8-inch pipe in the Westminster area and replacing 1,000 feet of 4-inch pipe with 6-inch pipe in the Columbia area.

EBMUD determined the scope of their improvement by referencing the 1998 Kensington Water System Improvements Master Plan and believes that these changes will bring these areas to a point where 1,500 gpm can be achieved from any two adjacent hydrants. It should be noted that the Westminster area improvement was listed as a possible future improvement in the 1998 EBMUD Fire Flow Study.

The total cost estimate for the Westminster area is \$700,000. The Columbia area cost estimate is \$450,000. Fire department staff has worked with EBMUD staff to determine if EBMUD would be willing to cost share on these two projects. Based on EBMUD Policy 3.03, EBMUD staff has reported that they would be willing to recommend to their Board of Directors a 20% cost share on both projects. EBMUD is waiting for an indication of interest from the KFPD Board and will then proceed to bring this request for cost sharing approval to their Board.



April 27, 2011

Lance Maples, Fire Chief
El Cerrito Fire Department
10900 San Pablo Avenue
El Cerrito, CA 94530

RE: Fire Flow Improvements on Arlington/Westminster Avenue and
Columbia Avenue, Kensington

Dear Chief Maples:

This letter is in response to your meeting with Jose L. Rios, Senior Civil Engineer, regarding two proposed projects for Fire Flow Improvements on Arlington/Westminster Avenue and Columbia Avenue in Kensington. At the meeting, you asked about East Bay Municipal Utility District (EBMUD) cost sharing in these improvements and for cost estimates.

In response, it is staff's intent to seek approval from the EBMUD Board of Directors to cost share for both projects in accordance with Policy 3.03 (copy attached). EBMUD's cost responsibility will be based on maintaining the as-designed capacity (500 gallons per minute) of the pipelines. Based on a fire flow requirement of 1,500 gallons per minute, established for the area in the Kensington Fire Flow Study in 1998, EBMUD's cost sharing percentage would be about twenty percent for each project.

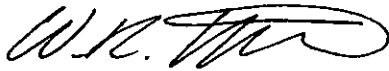
The total estimated cost for the Arlington/Westminster Avenue project is \$700,000 to replace 1,500 feet of 6-inch pipe with 8-inch pipe. The total estimated cost for the Columbia Avenue project is \$450,000 to replace 1,000 feet of 4-inch pipe with 6-inch pipe. Please note the estimated cost does not include any extraordinary traffic control plans or account for any restricted work hours if required by Costa Contra County.

We understand the Kensington Fire Protection District (KFPD) Board of Directors will consider these projects for funding at an upcoming meeting.

Lance Maples, Fire Chief
April 28, 2011
Page 2

Please let us know if KFPD would like to proceed so we can bring the issue to EBMUD's Board of Directors and request appropriate cost sharing approvals. If you have any questions, please contact Jose at (510) 287-1091.

Sincerely,



William R. Kirkpatrick
Manager of Water Distribution Planning

WRK:JLR:sb
sb11_077.doc

Enclosure

cc: Brenda Navellier
c/o Kensington Fire Protection District Board of Directors
217 Arlington Avenue
Kensington, CA 94707

Jose L. Rios, EBMUD



Policy 3.03

EFFECTIVE 27 OCT 09

SUPERSEDES 11 DEC 07

COMMUNITY FIRE FLOW IMPROVEMENT PROGRAM

IT IS THE POLICY OF EAST BAY MUNICIPAL UTILITY DISTRICT TO:

Work with service area government agencies and communities to support financing and implementation of community-initiated substantial fire flow improvements to the water distribution system where technically and operationally feasible.

Purpose To provide for improvements to EBMUD's water distribution infrastructure that will meet the local public agencies' goals to increase fire flow, while at the same time continuing to provide high quality water service to the customers.

Responsibility for improvements shall be allocated in accordance with the following criteria:

- EBMUD's cost responsibility will be based on maintaining the as-designed capacity of the pipelines. This will be presumed to be 500 gallons per minute unless other acceptable documentation is available.
 - Local government agencies will be responsible for the costs to improve fire flows above the as-designed capacity. These costs will include planning, design, construction and extraordinary operations and maintenance costs associated with the improvements.
 - EBMUD will not, as the only participating agency, undertake system modifications solely to improve fire flow.
 - EBMUD will size new pipeline segments to meet current fire flow standards, where feasible, when individual pipeline segments are improved to address infrastructure maintenance or pipeline relocation needs.
 - Any fire flow improvements must be designed in such a way as to avoid any degrading of water quality or impact to EBMUD's operational flexibility or ability to provide a reliable, high quality water supply.
-

EBMUD Assistance At the request of local government agencies, EBMUD will work with those entities to assess the need for and cost of fire flow improvements. When fire flow improvements within EBMUD's service area are identified as a community priority, EBMUD will provide assistance to local government agencies in their fire flow improvement efforts by:

- Providing up to \$25 million in financing, subject to a fixed interest rate that is the same as EBMUD's cost of borrowing. The rate will be set at the time of the local government agency's request for financial assistance, and will remain available for up to one year. Any financing provided will include sufficient contingency to protect EBMUD ratepayers from unforeseen cost increases.
- Overseeing the design and construction of all fire flow improvements.

Assistance to local government agencies will be provided at EBMUD's discretion subject to the following conditions being met by the local government agencies:

- Providing EBMUD with a written request to undertake the improvements detailing the public benefits to be derived from implementation of the program.

- Establishing a dedicated revenue stream that will be adequate to repay the funds advanced by EBMUD over a specified number of years, not to exceed 20 years.
 - Obtaining local support for a community financing plan, which may be evidenced either by implementing a tax via a successful vote of the residents or by passing a special assessment district procedure. The local government agency and community are responsible for any public outreach efforts necessary to ascertain local support.
 - Agreeing to defend any challenges to the revenue methods and to guarantee payment to EBMUD for any fire flow improvements made, including in the event of a successful challenge.
 - Executing an implementation agreement that details all responsibilities and financial arrangements.
-

Authority

Resolution No. 33300-02, April 9, 2002
Amended by Resolution No. 33646-07, December 11, 2007
Amended by Resolution No. 33732-09, October 27, 2009

May 6, 2011

To: KFPD Board Members

AGENDA ITEM 12

Fr: Brenda Navellier
KFPD Manager

Re: Not-to-Exceed Construction Contract

In hope of settling our pending anticipated litigation prior to the May Board meeting, President Kosel has requested a not-to-exceed construction contract authorization for Swinerton Builders.

Following Kel-Tec's bankruptcy notice in October 2010, the District filed a claim on Kel-Tec's performance bond but also had our construction management representative, Mack5, meet and negotiate with several contractors at our legal counsel's direction. The District may legally choose any qualified contractor that we wish to work with as a result of Kel-Tec's default. After pursuing several construction companies, Mack5, was able to negotiate a price with Swinerton Builders. I have attached Swinerton's qualifications for the Board's review.

Our legal counsel, Meyers Nave, advises that KFPD should use the same contract documents as were used with Kel-Tec though the Board should have a discussion about any items that have potentially changed in the bid documents since last July (see attached).

Also attached is Swinerton's bid from 11/18/10. Mack5 has continued to stay in contact with them and has confirmed that they are still interested in completing the project for KFPD. We are adding to the November 2010 pricing, a 3% contract contingency and a 10% change order contingency for a total not to exceed price of \$504,000.

We have requested authorization immediately due to the fact that our building permit has already been extended twice by the County beyond its original valid date. If we do not pull the permit and begin construction prior to June 23, 2011 our project will be held to the new building code standard which would require another delay and more costs as we have our architect, structural and civil engineers update their drawings and we would have to restart the plan checking process with the County from the beginning.

Kensington Fire Protection District

Swinerton Builders

Bid Schedule

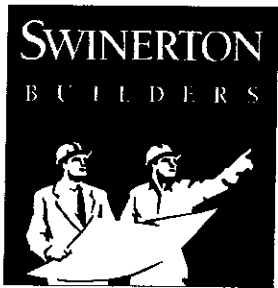
11/18/2010

Item	Description	Quantity	Unit	Total Amount	Subcontractor
1	General Conditions	1	LS	\$93,020.00	SB
2	Bonds & Insurance	1	LS	\$2,526.00	SB
3	Mobilization	1	LS	Included w/GC	SB
4	Demolition, Excavation & Grading	1	LS	\$21,700.00	SB
5	Foundations including Drilled Piers	1	LS	\$21,900.00	Hillside
6	Thermal & Moisture Protection including Shingles	1	LS	\$124,110.00	SCS/Martinez/RPC
7	Doors and Hardware	1	LS	\$1,600.00	SCS
8	Windows and Glazing	1	LS	\$23,925.00	Hayward Glass
9	Finish Carpentry	1	LS	\$6,000.00	SCS
10	Finishes including carpet, paint, ceiling, etc.	1	LS	\$15,970.00	City Paint/Anderson
11	Metal Fabrications including handrails	1	LS	\$15,133.00	Romak
12	Plumbing	1	LS	\$2,000.00	Allowance
13	Electrical	1	LS	\$7,000.00	Schetter/SB
14	New Sidewalk, Curb & Gutter incl. new Driveays, AC Paving, Planter	1	LS	\$70,372.00	BCI
15	Site Utilities & Drainage	1	LS	\$2,500.00	SB
16	Landscaping, Planting & Irrigation	1	LS	\$3,000.00	Allowance
17	Miscellaneous to cover all other items	1	LS	\$12,800.00	SB
Base Bid Grand Total				\$423,556.00	
5% Fee				\$21,178.00	
Total Bid				\$444,734.00	

Qualifications

- 1 Bid based on Delta 1 drawings dated 6/17/10.
- 2 Bid excludes Notice to Contractors, Instructions to Bidders, Special Provisions, Proposal and Contract dated 6/17/10.
- 3 Piers budget is based on 15' length.
- 4 An allowance of \$3,000 for landscape & irrigation is included.
- 5 Plumbing rainwater leader allowance of \$2,000 is included.
- 6 Permits and fees are excluded.
- 7 Includes reworking top of existing manhole.
- 8 New trench grate included is not radiused.
- 9 No payment and performance bond is included. Add \$4,320 if required.

QUALIFICATIONS FOR
CONSTRUCTION SERVICES



SUBMITTED BY:
**SWINERTON
BUILDERS**

SUBMITTED TO:
**CITY OF
KENSINGTON**

OCTOBER 26, 2010

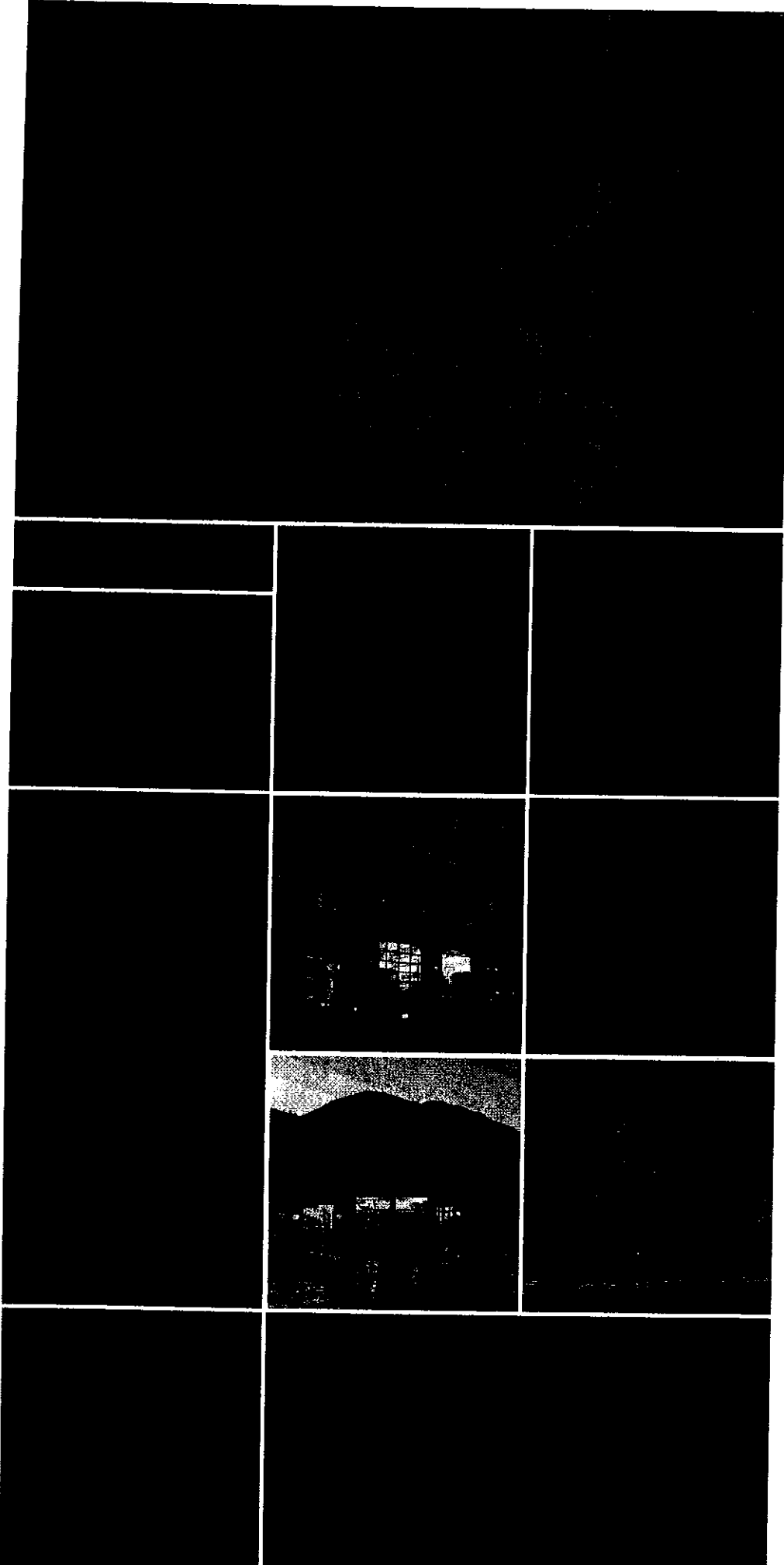

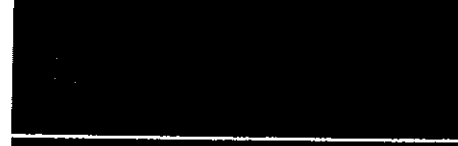
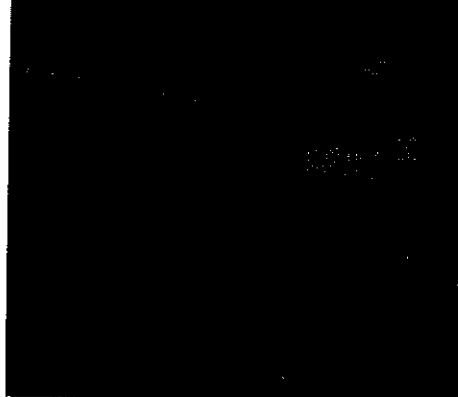
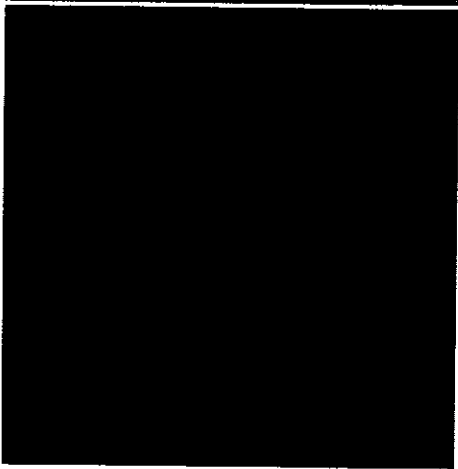



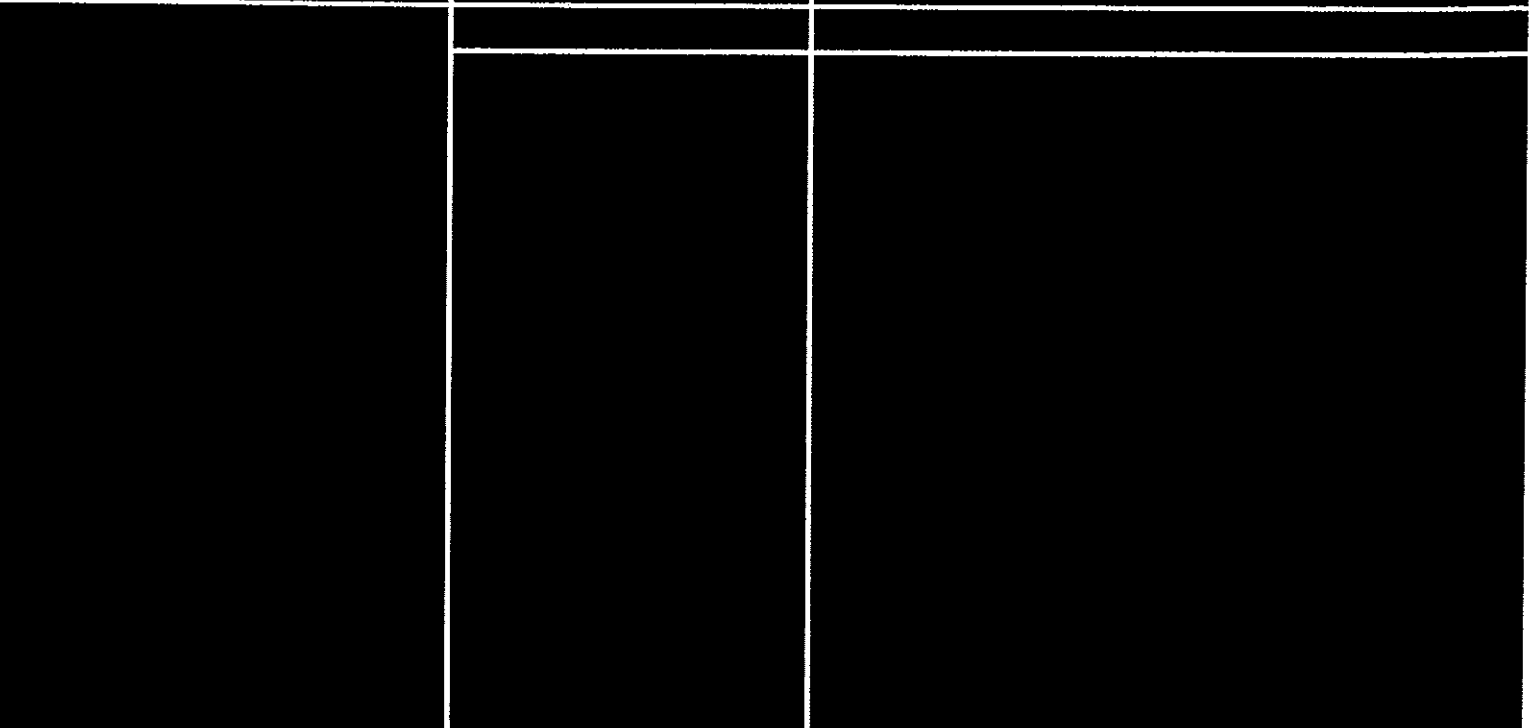
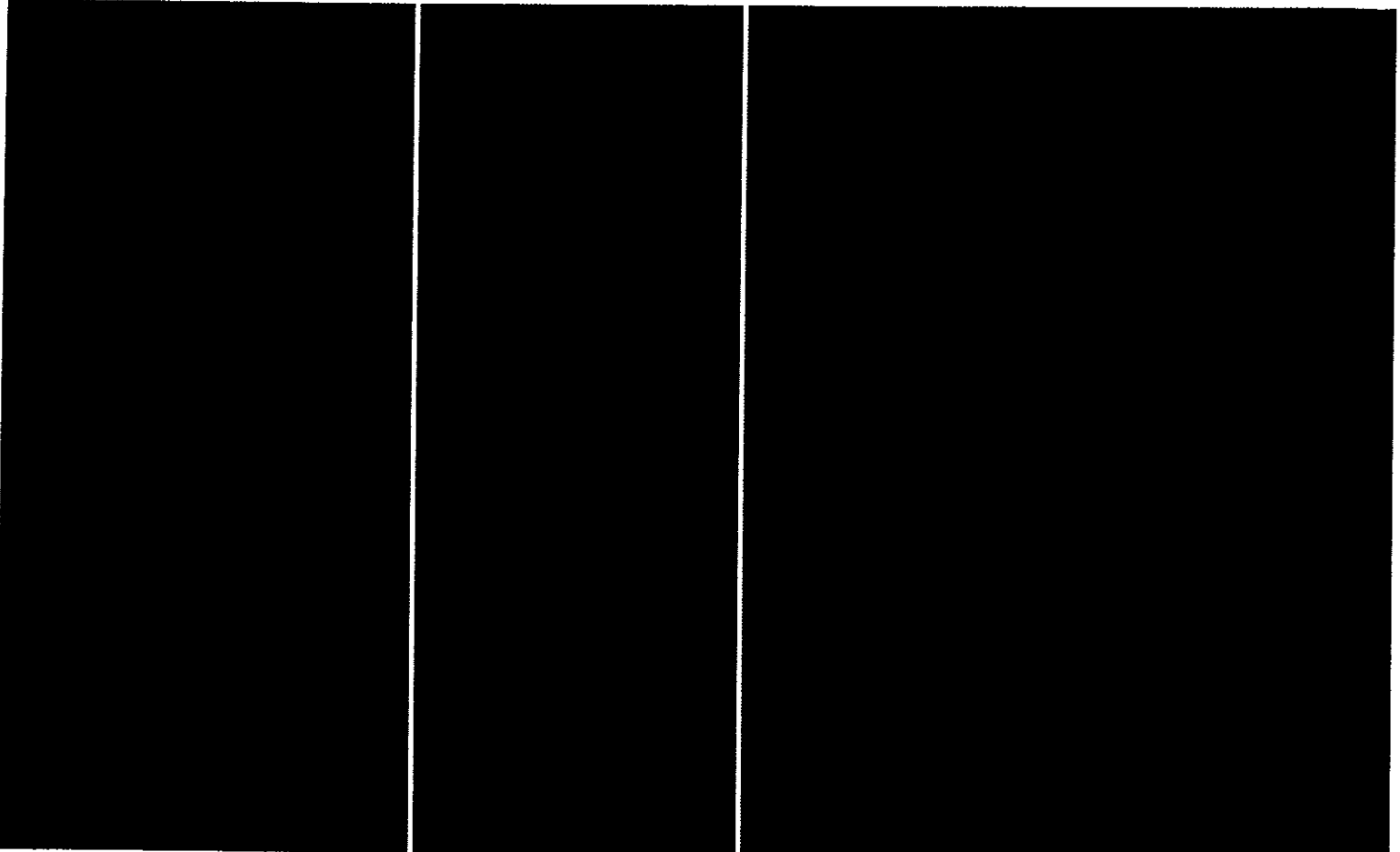
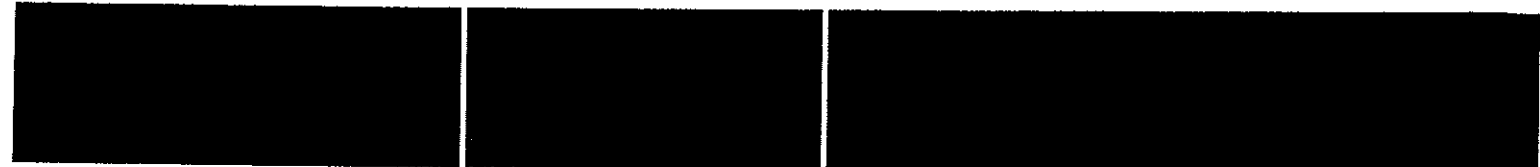


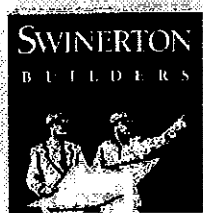
TABLE OF CONTENTS

- 
- 
- 
- 
- 
- I. Cover Letter
 - II. Relevant Experience, Fire Stations
 - II. Relevant Experience, Police Stations
 - IV. Relevant Experience, Takeover Projects
 - V. Staff Rates



COVER LETTER





INNOVATION
INTEGRITY
EXPERIENCE

October 26, 2010

Joe Blanco
Mack5
1900 Powell Street, Suite 470
Emeryville, CA 94608

Re: Kensington Fire Station

Dear Mr. Blanco:

Swinerton Builders is pleased to submit our credentials and proposal for the Kensington Fire Station project. As mentioned in our meeting with Nancy Marshall, Swinerton has a wealth of experience with working through take-over projects with sureties. We understand the extra level of accounting required and the audit trail required by any change in scope going forward. We are confident that we have the skills and experience necessary to make this a successful project for everyone concerned.

As you evaluate the elements of our proposal, we hope you will agree that Swinerton Builders offers you unparalleled qualifications in the following areas:

- Project take-over experience
- Fire department experience
- Police department experience
- Accounting system flexibility required by surety
- Change tracking system required by surety
- Proven commitment in delivering the highest level of service for our clients

We are positive that these qualities make Swinerton Builders an ideal partner for Mack5 and the Kensington Fire District and hope to have the opportunity to work with you on this program. Please contact me at 415-984-1268 with any questions you might have regarding our proposal.

Very truly yours,

SWINERTON BUILDERS


Steven L. Johnson
Vice President

Cc: File



RELEVANT EXPERIENCE

FIRE STATIONS

--	--	--

--	--	--



RELEVANT EXPERIENCE, FIRE STATIONS

Project / Location	Description	Completed	Value	Owner / Architect
City of San Antonio Fire Station #50 San Antonio, TX	New fire station totaling 12,669 square feet. Single-story structural steel and CMU building with metal panels and brick exterior. Standing seam metal roof with PV modules.	2011	\$3,098,000	City of San Antonio Architect: Westeast Design Group, LLC
Rincon US Forest Service Fire Station & Barracks Arcadia, CA	Three-bay fire station and 10-man barracks with a possible option of one or more barracks and site improvements on land owned by the US Forest Service in LA County. Existing Rincon, Crystal lake and East Fork facilities will be demolished and replaced with new constructed 5,026-square-foot energy efficient garage and barracks. Office/garage space will include two tandem garage bays, offices, meeting room, weight room, training room, storage rooms and restroom facilities. Work will include installation of a new septic system and connection to existing power and water systems.	2011	\$3,649,671	USDA Forest Service
USDA Forest Acton Office Acton, CA	Construction of an office building, a warehouse, and all site work including grading, paving, walkways and curbs, bridge construction/installation, landscaping, irrigation and utilities including water system, sewer system and power and telecommunication systems. Office building must meet LEED Silver or Gold requirements. Option of a fire station is included in this solicitation.	2011	\$6,831,000	USDA Forest Service Architect: Don Logan
Oakland Fire Station No. 18 Oakland, CA	New two-story, 11,000-square-foot, wood-frame fire station with underground fuel storage.	2010	\$6,295,618	City of Oakland Architect: Shah Kawasaki Architects
City of Sausalito Public Safety Facilities Sausalito, CA	New 11,000-square-foot fire station and 9,000-square-foot police station.	2009	\$12,700,000	City of Sausalito Architect: Glass Architects



RELEVANT EXPERIENCE, FIRE STATIONS

Project / Location	Description	Completed	Value	Owner / Architect
Cache Creek Casino Resort 2005 Fire Station Addition Brooks, CA	Cache Creek Casino Resort fire station addition.	2007	\$88,253	Rumsey Indian Rancheria Architect: RRM Design Group
Throckmorton Ridge Fire Station Mill Valley, CA	A new, three-engine bay, 5,200-square-foot fire station, located on the Panoramic Highway. The new, "rustic lodge-style" station replaced the existing outdated 1950's building. This building is LEED Silver certified.	2007	\$2,857,000	County of Marin Architect: C3 Design Alliance
Long Beach Public Safety Build & Fire Station TIs Long Beach, CA	Seismic hazard mitigation program and renovation of both the safety building and fire station and subsequent \$9 million tenant improvement. The 40-year old safety building is six stories with a two-level basement, encompassing 165,000 square feet. The attached fire station is 19,000 square feet. The buildings received a new unitized curtain wall, new electrical system, modernization of the elevators, and modernization of the prisoner booking /holding facilities. This 24-month project was accomplished with one floor occupied by prisoners awaiting trial accompanied by the LB Police Staff.	2005	\$8,571,448	City of Long Beach Architect: Langdon Wilson
Sac Fire Station No. 4 ADA Modifications Sacramento, CA	ADA work for Sacramento Fire Station No. 4.	2005	\$249,108	City of Sacramento



RELEVANT EXPERIENCE, FIRE STATIONS

Project / Location	Description	Completed	Value	Owner / Architect
Manhattan Police/Fire Facility Manhattan Beach, CA	Police and Fire Public Safety Facility in the busy downtown beach area of Manhattan Beach. The facility includes space for all Fire Department and Police Department functions. The Fire Department includes a dormitory area, commercial kitchen, training wall and classrooms, and fire engine garage. The below-grade level of the building is the Police Department including the jail, firing range, lockers, fitness area, detectives, and support functions. The project also includes a subterranean concrete level of additional secure public parking.	2005	\$28,647,000	City of Manhattan Beach Architect: LSW Architects
Cache Creek Casino Resort Brooks, CA	This Casino Resort project consists of a casino, hotel, parking garage, spa, clubhouse, gas station and a 7,500-square-foot fire station.	2004	\$64,000,000	Rumsey Indian Rancheria Architect: Friedmutter Group
Long Beach Public Safety Building Long Beach, CA	Interior demolition and asbestos abatement on six floors and two basement levels; construction of seismic upgrades; construction of bathrooms, electrical and telecommunications closets; construction of temporary "Booking Areas"; construction of core elements of the mechanical, electrical and plumbing systems; and construction of windows and exterior cladding. Work also includes construction of seismic upgrades and exterior cladding for Fire Station No. 1.	2003	\$17,800,000	City of Long Beach
Oakland Fire Station No. 8 Oakland, CA	This project included the demolition of the existing 50-year-old, 4,700-square-foot fire station and separate garage, and construction of a new fire station building of approximately 8,000 square feet.	2003	\$1,387,503	City of Oakland Architect: Shah Kawasaki Architects



RELEVANT EXPERIENCE, FIRE STATIONS

Project / Location	Description	Completed	Value	Owner / Architect
Fire Station No. 12 Portland, OR	New construction of a 11,000 - square-foot two-story Fire Station. Work to include architectural, structural, M/E/P, and full street improvements to NE 87th Avenue. The Fire Station is to house both the fire department and additional offices for Central NW Neighbors including a 16 car parking lot.	2002	\$1,853,158	Bureau of General Services



RELEVANT EXPERIENCE, POLICE STATIONS

Project / Location	Description	Completed	Value	Owner / Architect
City of Sausalito Public Safety Facilities Sausalito, CA	New 11,000-square-foot fire station and 9,000-square-foot police station.	2009	\$12,700,000	City of Sausalito Architect: Glass Architects
Willie Mays Boys & Girls Club - San Francisco San Francisco, CA	Project includes the creation of a new clubhouse in San Francisco's Bayview district, renovation of the existing Milton Meyer Recreation Center, as well as the renovation and expansion of the existing on-site Police Office. The project, funded in part by the Mayor's Office of Community Development, was managed with a CM - Multiple Prime delivery method.	2008	\$5,000,000	Boys & Girls Club San Francisco
City of Pomona Police Facility Pomona, CA	Program Management and A/E/D/B services for conversion of the existing public building into a fully functioning police facility.	2007	\$15,000,000	City of Pomona Architect: WWCOT
UC Davis West Entry Parking Structure Davis, CA	This six-level parking structure houses 1,519 parking stalls and includes a stand-alone Transportation and Parking Services (TAPS) office building for the Campus Police and Emergency Services. The 496,100-square-foot parking structure consists of cast-in-place concrete columns, deck beams, perimeter up-turned beams and post-tensioned elevated decks. It also includes three elevators, four sets of concrete stairs and bicycle parking, lockers and storage. The two-story, 22,423-square-foot office building for TAPS consists of concrete slab-on-grade and structural steel with metal decking.	2007	\$25,442,706	UC Davis Architects and Engineers



RELEVANT EXPERIENCE, POLICE STATIONS

Project / Location	Description	Completed	Value	Owner / Architect
Oakland Police Admin. Building Renovation Oakland, CA	<p>The renovation of the Oakland Police Administration Building involved the seismic retrofit and ADA improvements to the existing nine-story building. Scope of work is mainly the seismic retrofit of sections of the Police Administration Building that were damaged during the 1989 earthquake. Work included the construction of a new concrete shear wall at the east end of the tower and a new wall between the 3rd floor slab and existing basement and stair walls. The north wall was braced to meet seismic standards. Exterior skin affected by the seismic improvements was removed and replaced. Work also included ADA improvements in existing toilet facilities, elevator cab, installation of wheelchair lift in the split-level lobby, addition of FA strobes, and improvements to public phones and drinking fountains.</p>	2006	\$7,545,903	City of Oakland
Long Beach Public Safety Building & Fire Station TIs Long Beach, CA	<p>Seismic Hazard Mitigation Program and Renovation of both the Safety Building and Fire Station and subsequent \$9 million tenant improvement. The 40-year old Safety Building is six stories with a two-level basement encompassing 165,000 square feet. The attached Fire Station is 19,000 square feet. The buildings received a new unitized curtain wall, new electrical system, modernization of the elevators, and modernization of the prisoner booking/holding facilities. This 24-month project was accomplished with one floor occupied by prisoners awaiting trial accompanied by the LB Police Staff.</p>	2005	\$8,571,448	City of Long Beach Architect: Langdon Wilson



RELEVANT EXPERIENCE, POLICE STATIONS

Project / Location	Description	Completed	Value	Owner / Architect
Manhattan Police/Fire Facility Manhattan Beach, CA	Police and Fire Public Safety Facility in the busy downtown beach area of Manhattan Beach. The facility includes space for all Fire Department and Police Department functions. The Fire Department includes a dormitory area, commercial kitchen, training wall and classrooms, and fire engine garage. The below-grade level of the building is the Police Department including the jail, firing range, lockers, fitness area, detectives, and support functions. The project also includes a subterranean concrete level of additional secure public parking.	2005	\$28,647,000	City of Manhattan Beach Architect: LSW Architects
Justice Center/Civic Center Park Thornton, CO	Swinerton Builders constructed a new 92,800-square-foot Police Administration and City Court Building, which includes a police station, courtrooms, and holding cells. The project included a 9,600-square-foot parking structure and improvements to the Civic Center Park site and lake.	2004	\$21,060,547	Thornton, City of Architect: Brinkley Sargent Architects
Tenant Space at Terminal B Houston, TX	The work is construction of building and interior alterations of Bush Airport on baggage claim level and mezzanine level. Includes interior alterations for the expansion of the Police Dept, Terminal B baggage claim, demolition and reconstruction of mezzanine level construction of expanded dock area and installation of materials handling system from dock area to commissary and minor associated civil works on the exterior of the terminal.	2001	\$3,837,084	City of Houston - DOA Architect: Oza Bouchard Architects
Administration Office Building Denver, CO	This project consists of a 130,000-square-foot., five-story office building with a mixture of pre-cast, masonry, curtain wall and window glazing skin. The lower level houses campus police offices. The project was a joint venture and was a design-assist.	1999	\$11,948,607	Auraria Campus Architect: Gensler



RELEVANT EXPERIENCE

TAKEOVER PROJECTS

--	--	--

--	--	--



RELEVANT EXPERIENCE, TAKEOVER PROJECTS

Project / Location	Description	Completed	Value	Owner / Architect
Jackson Rancheria Casino Jackson, CA	Swinerton Builders was elected as the new contractor onsite for a two-year, \$50-million to \$80-million defect repair and facility upgrade necessitated by poor-quality construction by the original contractor and the need for improvements to the facility operations.	2011	\$50 - \$80,000,000	Jackson Rancheria Band of Mi-Wuk Indians Architect: LPA Sacramento
Peninsula Humane Society - Lantos Center Burlingame, CA	Take over project. Tom and Annette Lantos Center for Compassion. Renovation and new construction of 56,800 square feet, including full veterinary services, wild life rehabilitation center, domestic animal adoption center and administrative areas.	2011	\$8,000,000	Peninsula Humane Society Architect: Swatt/Miers Architects
Providence Holy Cross Medical Center Expansion Mission Hills, CA	Project take-over/restart. 136-bed hospital tower approximately 38% complete. 120,000sf, LDRs, 12 bed NICU and 11,000-square-foot remodel of main entrance and food service/dining areas. Structural frame is erected and concrete decks placed except at roof. Alternate bids to deduct the fourth level TI's removing 35 beds, Cardiology/Cath Lab renovation, and CUP upgrade.	2011	\$74,643,658	Providence Health System Architect: HMC Architects
Children's Institute - Concrete Los Angeles, CA	Structural Concrete Modifications to accommodate the remodel and addition to an existing three story building. Additions include an activity room, office, lobby & storage space	2010	\$287,780	Swinerton Builders LA Architect: Koning Eizenberg Architecture
LACCD ELAC E1, G1 Monterey Park, CA	Entry Plaza, E1, G1 buildings at ELAC. Partial demolition, abatement, addition & modernization	2010	\$33,101,840	LACCD Architect: WWCOT



RELEVANT EXPERIENCE, TAKEOVER PROJECTS

Project / Location	Description	Completed	Value	Owner / Architect
Lawndale High School Performing Arts Center/Gym/Career Tech Lawndale, CA	Take over project-Construction was terminated at 85% completion in 2002. Left over work to be completed includes practice band rooms, acoustical panel installation, minor electrical, data-low voltage, new work stations, new pipe grid, lighting support system, new storage rooms, and relocation of 2 existing OH coiling shutters. Project will include minor upgrades to the exterior including new paint and misc landscape	2010	\$1,539,776	Centinela Valley Union High School District
Sunnyvale Takeover Project, Patch Paving Sunnyvale, CA	Patch paving and drainage work, this is a takeover project to finish work where the contractor was removed	2010	\$37,535	Sure Tec Insurance Co.
Salvation Army Red Shield Anaheim, CA	This takeover project consisted of remodel of existing Type III and Type V 1-Hour buildings totaling 40,000 square feet. Complete renovation of worship center with sanctuary and lobby addition. Awarded the job based on outstanding safety record. New elevator shaft with 3 stop car, site work upgrades, new parking lots and roofs, and MEP upgrades. Project duration of 8 months, contract value of \$4.8 million	2010	\$4,800,000	Salvation Army
Sheraton Waikiki & Royal Hawaiian Hotel Public Area Honolulu, HI	Preconstruction for renovation of public areas including porte cochere, lobby, front desk, restaurants, retail shops, swimming pools, guest rooms	2008	\$378,643	Kyo-Ya Co. Management Co. Architect: WCIT Architecture
Siemens / South Kern USD	CM services as part of a settlement between Siemens and South Kern USD	2006	\$22,000,000	



RELEVANT EXPERIENCE, TAKEOVER PROJECTS

Project / Location	Description	Completed	Value	Owner / Architect
SFSU Hensill Hall Renovation San Francisco, CA	This seismic and interior renovation covered more than 120,000 square feet of laboratories, classrooms and offices on six floors of an existing science building. Scope included installation of fume hoods, laboratory fixtures and cold rooms, extensive asbestos abatement, architectural upgrades, new HVAC supply/return ductwork, electrical upgrades, and a new HVAC control system. The building located in the middle of campus remained partially occupied throughout construction. Additional work also included the construction of two new exterior maintenance buildings.	2005	\$18,000,000	San Francisco State University Architect: MBT Architecture
Iwilei Interim Drainage Improvements Honolulu, HI	Civil work. Installation of 48" RCP storm drain piping for landowner. Work is incidental to building Best Buy-Honolulu Store #763.	2005	\$836,629	Castle & Cooke Properties, Inc. Architect: Community Planning & Eng.
Central Building, Floors 2 & 3, Core & Shell Hayward, CA	Demolition and reconstruction of floors 2 and 3 including bathrooms, stair vestibules, elevator lobby, life safety and reconditioning of exterior walls including paint.	2001	\$816,833	Central Building Associates Architect: Hooks Design & Architecture
Dr. Long - Emanuel MOB Portland, OR	Remodel existing office space. Includes new interior finishes, mechanical, plumbing and electrical. Space was unoccupied and combined re-using existing casework with new casework	1999	\$154,519	Legacy Health Systems Architect: Zimmer Gunsul Frasca



RELEVANT EXPERIENCE, TAKEOVER PROJECTS

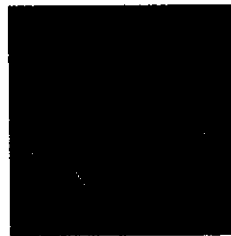
Project / Location	Description	Completed	Value	Owner / Architect
Awahnee Hotel Restoration Yosemite Park, CA	The Ahwahnee Hotel is a destination hotel in Yosemite National Park, California on the floor of Yosemite Valley, constructed from stone, concrete, wood and glass, which opened in 1927. It is a premiere example of National Park Service Rustic architecture, and was declared a National Historic Landmark in 1987. Upon default from the original contractor, Swinerton was contracted to complete seismic renovation and mechanical upgrades while the building remained occupied.	1985		Awahnee Hotel



STAFF RATES



STAFF RATES



OAKLAND FIRE STATION NO. 18

Two weeks to investigate and finalize contracting work for project
3.5 months of construction (similar to defaulted contractor)

Things to be done – pre-construction during the two weeks

- Review scope of work w/ project team
- Interview defaulted subs to determine pricing adequacy.
Determine if any subs bonded and prequalify
- Bid any replacement subs
- Review and revise schedule
- Re-estimate value of the work
- Set up cost coding structure
- Mobilization

Fee for this project should be 5% of contract value.

Insurance will run 0.97% and will cover all general liability, workers comp, auto and builders risk

Rates for staff as follows:

Name	Title	Rate
Marlene Moncada	Project Manager	\$113.50/hour
Matt Beyer	Engineer	\$70.00/hour
George Whitfield	Superintendent	\$115.74/hour

An engineer would be used for submittals and other duties for cost saving to the project.

MARLENE MONCADA

PROJECT MANAGER

As Project Manager, Marlene's responsibility is to oversee the construction process for the duration. In this position she works with representatives from the Owner, the Architect, subcontractors and suppliers. She resolves any issues that may arise during the course of construction, is responsible for budget and schedule adherence, performance of onsite construction, coordination of activities with the Superintendent, and the handling of reports and documents.

PROJECT EXPERIENCE

FIRE STATION NO. 18, OAKLAND, CA: Project Manager for a new 2-story, 11,000-square-foot, wood frame fire station with underground fuel storage.

FIRE STATION NO. 8, OAKLAND, CA: Demolition of the existing 50-year-old, 4,700-square-foot fire station and separate garage, and construction of a new fire station building of approximately 8,000 square feet.

ALAMEDA COUNTY MEDICAL CENTER, HIGHLAND CAMPUS, 64-SLICE CT SCAN SUITE, ALAMEDA, CA: Work involves preparation of the two (2) existing rooms to receive a new air handling unit and a new CT Scanner in the Radiology Department. The completed project will be a new CT Scanning Room, Control Room, Dressing Room, and Patient Holding Room.

ABBOTT LABS VISITOR DROP-OFF, ALAMEDA, CA: Addition of new roadway with parking lot and five acres of new landscaping complete with new irrigation system. Work included new site utilities -electrical and power for new site lighting & new storm drain system. The infrastructure work is in preparation for the construction of a new office building and laboratory for Abbott's Diabetes Care Unit.

CONTRA COSTA COUNTY DEPARTMENT OF PUBLIC WORKS EXPANSION, MARTINEZ, CA: This project is the addition of 12,000 square feet of office space and a childcare center under a Construction Manager-at-Risk contract. The foundation and substructure of the steel-frame building are on spread footings for posts and include perimeter and interior strip footings. The interior

Years of Experience: 20
Years with Swinerton Builders: 20

Education:

- B.S., Business Economics,
University of the Philippines
- Construction Management Certificate
Center for Higher Education,
California State University,
Hayward, CA

Registration & Affiliations:

- USGBC LEED-Accredited Professional


References:

Jim Krer
Abbott Laboratories
847.417.9545

Sandra Ousley
City of Oakland
510.238.7213

Rob Lim
Capital Projects Management Division
General Services Department
925.313.7242

Patricia McNamee
Contra Costa County Public Works
Department
925.313.2303



is light gauge steel framing and painted gypsum board with batt insulation. The exterior is a combination of plaster finish and aluminum windows.

CASINO SAN PABLO, SAN PABLO, CA: Renovation and carpentry services for casino and related offices.

STATE FRANCHISE TAX BOARD, SACRAMENTO, CA: 900,000-square-foot, three-building complex consisting of two office buildings and a town center complex.

NOVATO COMMUNITY HOSPITAL, NOVATO, CA: Two story, 65,000-square-foot acute care (OSHPD) facility and medical office building.

HOLIDAY INN, FISHERMAN'S WHARF, SAN FRANCISCO, CA: Design-build renovation.

GOODWILL RETAIL & TRAINING CENTER, SAN FRANCISCO, CA: Two story steel structure accommodates a 13,000-square-foot cafe and retail store as well as a training center.

MARRIOTT HOTEL, FISHERMAN'S WHARF, SAN FRANCISCO, CA: Four story, 30 room expansion of a 16,600-square-foot building.

WASHINGTON WEST, FREMONT, CA: Retrofit of a three story, 206,000-square-foot department store turned into an administrative health care and medical office building.

ONE MARKET PLAZA, SAN FRANCISCO, CA: Renovation of the ground floor atrium, new lobby finishes, decorative steel structures and a food service pavilion.

CITY MUNICIPAL & SUPERIOR COURTS, 633 FOLSOM, SAN FRANCISCO, CA: Tenant improvement and seismic upgrade of a seven-story concrete building.

DR. WILLIAM GEE HOUSE, SAN FRANCISCO, CA: Seismic renovation of existing masonry building into a health care facility.

MATT BEYER

ASSISTANT PROJECT MANAGER

As Assistant Project Manager, Chris's responsibility is to oversee the construction process for the duration. In this position he works with representatives from the Owner, the Architect, subcontractors and suppliers. He resolves any issues that may arise during the course of construction, is responsible for budget and schedule adherence, performance of onsite construction, coordination of activities with the Superintendent, and the handling of reports and documents.

RECENT PROJECT EXPERIENCE

FIRE STATION NO. 18, OAKLAND, CA: Project Manager for a new 2-story, 11,000-square-foot, wood frame fire station with underground fuel storage.

RITZ-CARLTON HIGHLANDS, LAKE TAHOE, TRUCKEE, CA: Swinerton, in a joint venture with Q&D Construction of Reno, NV, is building the Ritz-Carlton Highlands, Lake Tahoe at the mid-mountain area of Northstar-at-Tahoe ski resort. When it opens in 2009, the resort will have 175 hotel rooms; a three-level parking structure with an 11,000-square-foot conference center on the top floor; three restaurants, retail shops, and back-of-house and support space. A number of environmentally friendly design features will be incorporated into the resort's design and construction.

ARGENTA CONDOMINIUMS, SAN FRANCISCO, CA: The Argenta is a new 20-story, 262,000-square-foot concrete frame condominium building at a busy, tight location in downtown San Francisco. The Argenta features 178 units with mid-market finishes, including stone Qualrella White countertops and GE/Fischer Paykel appliances. A three-floor garage provides parking for 137 vehicles, and the building's street level features two retail spaces and the lobby.

UNIVERSITY OF CALIFORNIA - MERCED, SITE AND INFRASTRUCTURE PROJECT, MERCED, CA: Multi-phased project consisting of complete infrastructure, underground utility tunnel, central plant, telecom building, potable water pump station and site hardscape / landscape package.

UC MERCED CLASSROOM AND OFFICE, MERCED, CA: 93,000-square-foot, three-story classroom and office building

Years of Experience: 7

Years with Swinerton Builders: 6


Education:

- B.A., History,
California State University,
Chico, CA

References:

Daryl Deller
Project Management Advisors, Inc.
415 354 2685

William Zemsky
Zemsky Architecture
415 235 8929



with lecture halls and auditorium.

KITSAP COUNTY ADMINISTRATION BUILDING, PORT ORCHARD, WA: Upon its scheduled completion in September 2005, the Kitsap County Administration Building will consolidate the county campus and create a civic hub for the area. A great variety of recycled content materials were used in the project including carpet, gypsum wall board, rubber flooring, concrete and acoustic ceiling tile. Job site recycling of construction debris and waste is also taking place. When complete, the project will take full advantage of rainwater collection from the project's steep site. Cisterns will hold collected runoff for irrigation use in the dry season. In addition, storm water runoff will be reduced through the utilization of green roofs and generously landscaped areas.

PRIOR PROJECT EXPERIENCE

Performed estimator and project management duties including coordination of field superintendents, contract and insurance document review, change orders and project estimates. Assisted with RFI procedures for contractors and architects.

Matt spent three summers interning in business development and marketing at Swinerton Builders.

KENSINGTON FIRE PROTECTION DISTRICT

CONTRACT

For

Kensington Fire Station, Exterior Improvements & Site Accessibility

THIS AGREEMENT is made and entered this _____ day of _____, 2010, by and between the KENSINGTON FIRE PROTECTION DISTRICT, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference, and

WHEREAS, District desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Scope of Services. District hereby employs Contractor to perform the work and provide the services and materials for the project identified as: Kensington Fire Station, Exterior Improvements & Site Accessibility, as described in these Plans and Specifications, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in these Plans and Specifications. In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.
2. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid _____ dollars in accordance with the prices as submitted on the Bid Sheet of the Proposal, attached hereto as a part of these Plans and Specifications and in accordance with the Special Provisions.
3. Independent Contractor. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the District. Accordingly, Contractor shall not be deemed the District's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against District.
4. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of District.
5. Termination. This Agreement may be canceled by District at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, District shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

6. Worker's Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

7. Prevailing Wages and General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the District and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.
8. Dispute resolution is subject to the provision of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory non-binding mediation in the event of litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
9. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorneys fees and court costs.
10. Severability. If any term or provision or portion of a term or provision of this contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

KENSINGTON FIRE PROTECTION DISTRICT
INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY - IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE KENSINGTON FIRE PROTECTION DISTRICT - IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.
4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

STATE OF _____)
) SS.
 COUNTY OF _____)

On _____, 20____, before me, the undersigned, appeared _____ known to me to be the President or Vice President and known to be to be the Secretary or Assistant Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution.

WITNESS my signature and seal.

Notary Public

(Seal)

INSURANCE REQUIREMENTS FOR KENSINGTON FIRE PROTECTION DISTRICT
Public Works Contract

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the District (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater. The District, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability and property damage.

1. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the District thirty (30) day's prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
2. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the District may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the District, from payments due the Contractor.
3. The Contractor shall submit to the District (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the District's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the _____ (A
Public Agency), has awarded to _____

(Name and address of Contractor)
(Principal), a contract (the Contract) for the work described as follows:

Kensington Fire Station, Exterior Improvements & Site Accessibility

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)
(A Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the

work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal

Surety

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the _____ (Public Agency), has awarded to _____

(Name and address of Contractor)
(Principal), a contract (the Contract) for the work described as follows:

Kensington Fire Station, Exterior Improvements & Site Accessibility

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)
(A Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Public Agency, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code 2845 and 2849. The District is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal

Surety

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the Kensington Fire Protection District has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

Kensington Fire Protection District
217 Arlington Avenue, Kensington, CA 94707

2. The insureds under such policy or policies are:

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days' written notice thereof has been served upon the Kensington Fire Protection District

By: _____
Its Authorized Representative

[INTENTIONALLY LEFT BLANK]

**AGREEMENT TO COMPLY WITH
CALIFORNIA LABOR LAW REQUIREMENTS**

[Labor Code Sections 1720, 1773.9, 1773.11, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (Agency) and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.9 which requires the payment of per diem wages to each worker needed to execute the work to the extent required by law, as well as California Labor Code Section 1773.11, which requires payment of holiday and overtime wages to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date _____

Signature _____

[INTENTIONALLY LEFT BLANK]

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF
SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Kensington Fire Protection District and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively Indemnitees) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively Liabilities), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the Agreement) or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

Indemnitor

Name _____

Name _____

By: _____

By: _____

Its

Its

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured (Named Insured):

Name and address of Insurance Company (Company):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	----------------------------------	--------------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

Contractual Liability	Explosion Hazard
Owners/Landlords/Tenants	Collapse Hazard
Manufacturers/Contractors	Underground Property Damage
Products/Completed Operations	Pollution Liability
Broad Form Property Damage	Liquor Liability
Extended Bodily Injury	
Broad Form Comprehensive	
General Liability Endorsement	

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or G claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or
initialed signature accepted)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured (Named Insured):

Name and address of Insurance Company (Company):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the Additional Insureds under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Kensington Fire Protection District
217 Arlington Avenue, Kensington, CA 94707

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	------------------------------	----------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

Any Automobiles

All Owned Automobiles

Non-owned Automobiles

Hired Automobiles

Scheduled Automobiles

Garage Coverage

Truckers Coverage

Motor Carrier Act

Bus Regulatory Reform Act

Public Livery Coverage

12. A G deductible or G self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable G per claim or G per occurrence (*check one*).

13. This is a G occurrence or G claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured (Named Insured):

Name and address of Insurance Company (Company):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____
_____ (A Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the AAdditional Insureds) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Kensington Fire Protection District
217 Arlington Avenue, Kensington, CA 94707

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	------------------------------	----------------------------

Following Form
Umbrella Liability

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
--------------------------	-------------------	---------------

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable G per claim or G per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or
initialed signature accepted)

Telephone No.: (_____)

OLD BUSINESS

May 6, 2011

To: KFPD Board Members

AGENDA ITEM 13

Fr: Brenda Navellier
KFPD Manager

Re: Operations Manual

Following is a second draft of KFPD's Operations Manual with the following changes from last month:

Table of Contents: Policy 3 Title, Administrator changed to Manager

Policy 2, Fiscal Year Calendar: Reformatted with numerous changes, input from Director Blaschczyk.

Policy 4, Contract Staff Education: Contract Staff changed to El Cerrito Fire Department Management Staff.

Policy 5, Records Retention: Revolving Fund Checking Account added under Accounts Payable documents.

Policy 7, Expense Authorization: "Out-of-pocket" changed to cash outlay; checking account added in front of revolving fund.

Policy 10, District Recognitions: Shall has been changed to may.

Policy 11, Building Maintenance: Date of current lease was removed.

Response to questions that were asked:

Policy 1, Operation Hours: As was explained at the April meeting, Tuesday from 9:00 a.m. to 1:00 p.m. are hours that the public can plan on. I am usually at the office approximately 20 hours per week; however, as the Board members are aware, I share my time between that office and the office at Station 71 plus errands, meetings, etc.

Policy 8, Checking Account: Removing the signature portion was a recommendation from the auditor and also a standard that our crime insurance carrier asks about. How long the checks are kept is now addressed in Policy 5, Records Retention.

Please take a few minutes to review and make sure I picked up everyone's comments and edits.

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

TABLE OF CONTENTS

<u>POLICY #</u>	<u>POLICY TITLE</u>	<u>PAGE #</u>
1	Operation Hours	1
2	District Fiscal Year Calendar	2-3
3	<u>Manager's Job Description/MOU</u>	4
4	Contract Staff Education	5
5	Records Retention	6-7
6	Monthly Financial Reports	8-14
7	Expense Authorization	15
8	Checking Account	16
9	Fixed Asset Accounting Control	17
10	District Recognitions	18
11	Building Maintenance	19-24
12	Kensington Annex, City of El Cerrito Emergency Operations Plan, Insert to Contra Costa County Disaster Plan	25-35

- Deleted: 5
- Deleted: Administrator
- Deleted: 6
- Deleted: 7
- Deleted: 8
- Deleted: 9
- Deleted: 10
- Deleted: 6
- Deleted: 7
- Deleted: 8
- Deleted: 9
- Deleted: 20
- Deleted: 2
- Deleted: 6
- Deleted: 7
- Deleted: 7

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: **Operation Hours**
POLICY NUMBER: **1**

1.10 The District office will ordinarily be open from 9:00 a.m. to 1:00 p.m. on Tuesdays. Directors and members of the public who wish to meet with the Manager or to have access to the Public Safety Building at other times should make arrangements in advance with the Manager.

Deleted: Administrator

Deleted: Administrator

1.20 District records will be made available to members of the public in a timely manner. Requests for viewing and/or copying will comply with the California Public Records Act. A charge for copying in the amount of 10¢ per page will be imposed. Double-sided copies will be charged at a rate of 10¢ per side.

Deleted: photoc

Deleted: ordinarily be fulfilled within five business days.

Deleted: photo

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: District Fiscal Year Calendar
POLICY NUMBER: 2

2.10 The District's fiscal year calendar shall assist the Board of Directors and the Manager in conducting the District's business. In addition, the fiscal year calendar lists general meeting dates, times and places of other agencies that the District does business with.

Deleted: The District fiscal year calendar is attached to this policy and thereby incorporated into the Operations Manual.

Formatted: Centered
Formatted Table

Month	Action	Responsible Party
July – Beginning	Request first and second run of County special tax	Manager
July – Mid month	Request third run of County special tax	Manager
August – Prior to 10 th	Submit County form for special tax	Manager
August – Board meeting, second Wednesday	Board resolution and notice of fire hazard abatement process	Board/Staff
August	Schedule & begin annual audit process	Manager/Accountant
August – Finance Committee	Review final fiscal year budget for presentation at Sept. Board meeting	Finance Committee/ Manager/Staff
August	Create fall <i>Fire Plug</i> newsletter	Manager/Staff
September – Board meeting, second Wednesday	Adopt final fiscal year budget	Board/Manager/Staff
September – Board meeting, second Wednesday	Board hearing ordering abatement, awarding of fire hazard abatement contracts	Board/Staff
September – Board meeting, second Wednesday Even years only	Review and adopt/amend conflict of interest rules	Board/Manager
September – Prior to 30 th	Submit Annual Report of Financial Transactions to State Controller (if mailing)	Manager/Auditor
October – Board meeting, second Wednesday	Hearing on fire hazard abatement costs	Board/Staff
October – Prior to 20 th	Submit Annual Report of Financial Transactions electronically	Manager/Auditor
December – Board meeting, second Wednesday	Election of Board Officers for following calendar year	Board

Formatted: Superscript

Formatted Table

Formatted: Superscript

Formatted: Superscript

January – Finance Committee meeting	Mid-Year Budget Review	Finance Committee/ Manager/Staff
February	Form 700 Filers List	Manager
March – Prior to 31 st	Form 700 – State of Economic Interests	Manager/Board
March	Create spring <i>Fire Plug</i> newsletter	Manager/Staff
May	Draft preliminary fiscal year budget	Manager/Accountant
May – Finance Committee meeting	Annual EC/KFPD contract negotiation	Finance Committee/ Manager/Staff
June – Board meeting, Second Wednesday	Approve selection of Auditor and audit fee	Finance Committee/ Board
June – Board meeting, Second Wednesday	Adopt resolution to collect special tax, submit to Auditor-Controller	Board/Manager
June – Board meeting, second Wednesday	Approve annual El Cerrito contract fee	Board
June – Board meeting, second Wednesday	Adopt appropriations limit	Board/Manager
June – Board meeting, second Wednesday (prior to 30 th)	Adopt preliminary fiscal year budget and public notice	Board/Manager
June – Board meeting, second Wednesday	Approve resolution re: word limit for candidate statements	Board/Manager
Even years only		
Meeting Schedules for Other Agencies that KFPD participates in		
Contra Costa County Chapter of the CA Special Dist. Assoc.	Quarterly (Jan – 10 am; Apr – 6 pm; Jul – 10 am; Oct – 6 pm), 1601 Mary Drive, Pleasant Hill. Staff or Board member usually attend.	
Kensington Public Safety Council	Second Monday, 6:30 p.m., 59 Arlington Ave., Kensington. Staff usually attend.	

Formatted: Superscript

Formatted: Font: Italic

Formatted: Superscript

Formatted Table

Deleted: Subcommittees/

Deleted: KFPD Finance Commi (... [1])

... [2]

Deleted: nue

Deleted: ¶

Deleted: -----Page Break-----

-----Page Break-----

-----Page Break-----

Formatted

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Manager's Job Description
POLICY NUMBER: 3

Deleted: Administrator

3.10 The job description for the District Manager is listed in the Memorandum of Understanding (MOU) between the Manager and the District. A copy of the most current MOU shall also be attached to that Policy.

Deleted: Administrator

Deleted: Policy 200 of the Employee Handbook. A copy of the Administrator's most

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: El Cerrito Fire Department Management Staff Education
POLICY NUMBER: 4

Deleted: Contract

4.10 The Chief or his designee are encouraged to attend educational conferences and professional meetings when the purposes of such activities is to improve District operation.

4.11 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.

4.20 It is the policy of the District to encourage Board excellent performance by reimbursing the Chief's or his designee's expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.

4.21 The Manager is responsible for making arrangements for the contract staff conference and registration expenses. All expenses for which reimbursement is requested shall be submitted to the Manager, together with validated receipts.

Deleted: Administrator

Deleted: Administrator

4.22 Attendance by ECFD management staff at seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.

Deleted: contract

4.23 Expenses to the District for the staff's training, education and conferences should be kept to a minimum for transportation and housing accommodations by:

Deleted: contract

Deleted:

4.231 Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates.

4.233 Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

4.30 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, the attendee will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of the Directors and staff.

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Records Retention
POLICY NUMBER: 5

5.10 The purpose of this policy is to: provide guidelines to staff regarding the retention or disposal of the Kensington Fire Protection District records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

5.20 Vital and important records, regardless of recording media, are those having legal, financial, operational, or historical value to the District. Any records that are not specified below shall be considered for the above values as part of the Manager's interpretation and implementation of this policy.

5.30 The Manager is authorized by the Board of Directors to interpret and implement this policy, and to cause to be destroyed any or all such records, papers and documents that meet the qualifications governing the retention and disposal of records, specified below.

5.40 Pursuant to the provisions of California Government Code §60200 through 60203, and the guidelines prepared by the State Controller's office and the Controller's Advisory Committee for Special Districts, the following qualifications will govern the retention and disposal of records of the Kensington Fire Protection District.

5.41 Financial Statements: Independently audited financial statements shall be kept for 25 years and then may be destroyed.

5.42 Budget Documents:

5.42.1 Fiscal Year Budget: Final budget documents shall be kept for 10 years and then destroyed.

5.42.2 Budget Detail Account Pages: Shall be kept for three years and then destroyed.

5.43 Accounts Payable Documents:

5.43.1 Transmittal Cover Sheets: Shall be kept with Transmittal documents for a period of 10 years and then destroyed.

5.43.2 Invoices: All invoices shall be kept for three years with Transmittal documents. After three years all invoices may be destroyed except those for major purchases which shall be kept for 10 years.

5.43.3 Contra Costa County Ledgers: All monthly ledgers shall be maintained for a period of 10 years and then destroyed.

Formatted

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: Administrator

Deleted: 6

Formatted: Indent: Left: 0", Hanging: 0.38"

Formatted: Font: Bold

Deleted: 6

Deleted: 1

Deleted: 5

Deleted: 1

Deleted: Summary

Deleted: B

Deleted: Summary

Deleted: 6

Deleted: 1

Deleted: 6.41.3 Final Budget Documents: Documents filed with the County shall be kept for 10 years after which they may be destroyed.

Deleted: ¶

Deleted: ¶
6

Deleted: 2

Deleted: 6

Deleted: 2

Deleted: Requisitions: Requisitions shall be stored for a period of three years and then destroyed.¶
6.42.2

Deleted: 6

Deleted: 2

Deleted: 3

Deleted: 6

Deleted: 2

Deleted: 4

Deleted: Demands: All demands shall be treated the same as invoices, except those from District employees which should be kept with payroll records.¶
6.42.5

Deleted: Expenditure Detail Records:

Deleted: expenditure detail records

Deleted: 6

5.43.4 Revolving Fund Checking Account: All monthly statements shall be maintained for a period of 10 years and then destroyed.

Formatted: Font: Not Bold
Formatted: Font: Not Bold

5.44 Accounts Receivable Documents:

Deposit Permits: Shall be kept for a period of 10 years and then destroyed.

5.45 State Mandate Reimbursement Claims: All claims and back-up documentation shall be kept for a period of 7 years after which they may be destroyed.

Formatted: Font: Bold

5.46 Payroll Documents: All payroll documents for individual employees shall be located in an employee file and kept for 7 years and then destroyed.

Deleted: 6
Deleted: 3
Deleted: ever

5.47 Fixed Asset Records: An annual fixed asset list shall be kept for a period of 10 years after which it may be destroyed.

Formatted: Indent: Left: 0", Hanging: 0.38"

5.48 Investment Documents: Records regarding investment earnings of the District shall be kept for 7 years after which they may be destroyed.

Deleted: 6
Deleted: 4

5.49 Personnel Records: All personnel records for individual employees shall be located in an employee file and kept forever.

Deleted: 6.45. Accounts Receivable Documents:¶
. Deposit Permits: Shall be kept for a period of 10 years and then destroyed.¶

5.50 Monthly Board Packets: Monthly Board packets shall be stored for a period of 7 years at which time they may be destroyed.

¶ 6.46. Inventory Records: An annual inventory list shall be kept for a period of 10 years after which it may be destroyed.¶

5.51 Resolutions: Board resolutions shall be kept for a period of 10 years after which they may be destroyed.

¶ 6.47. Investment Documents: All records regarding investments of the District shall be kept for 10 years after which they may be destroyed

5.52 Board of Directors Meeting Minutes: Original, signed minutes of the Board of Directors meetings shall be kept forever.

Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: Bold

5.52.1 Audio recordings of Board of Directors' meetings shall be kept for a minimum of twelve months.

Deleted: .
Formatted: Indent: Left: 0", Hanging: 0.38", No bullets or numbering, Tabs: 0.75", Left

5.53 Ordinances: Original, signed copies of Board ordinances shall be kept forever.

Deleted: 6.48 Board of Directors Meeting Minutes: Original, signed minutes of the Board of Directors' meetings shall be kept forever.¶

¶ 6.48.1. Audio tapes of Board of Directors' meetings shall be kept for a minimum of six months.

Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Indent: Left: 0.38"
Formatted: Indent: Left: 0", Hanging: 0.5"
Formatted: Font: Bold
Deleted: 6

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Monthly Financial Reports
POLICY NUMBER: 6

6.10 After recording monthly Contra Costa County ledger activity, the Manager shall create three financial reports in QuickBooks for the Board's monthly meeting packet. The three reports shall coincide with the County's ledger ending date and shall be: Balance Sheet, Revenue & Expense Budget vs. Actual, and Revenue & Expense Previous Year Comparison. A sample of the three reports are attached and incorporated into this policy.

6.20 After receiving monthly bank statements for District accounts, the Manager shall reconcile each account on Quickbooks and print a reconciliation statement. The reconciliation statement shall be kept with the bank statements for accountant and auditor review.

Kensington Fire Protection District
Balance Sheet
As of March 11, 2011

Mar 11, 11

ASSETS

Current Assets

Checking/Savings	200.00
Petty Cash	21,897.90
KFPD Revolving Acct - Gen Fund	54,235.51
General Fund	5,115.77
Capital Fund	1,169.95
Special Tax Fund	1,169.95

Total Checking/Savings 82,619.13

Accounts Receivable

Due from County for Reimb.	13,827.13
Accounts Receivable	742.42
Advance on Taxes	1,368,908.93
Advance on Supplemental Taxes	25,796.85

Total Accounts Receivable 1,409,275.33

Other Current Assets

Prepaid Services - EC	533,032.07
Prepaid CERBT - Retiree Trust	1,144,159.74
Investments	
Capital Replacement Funds	889,475.00
Fire Protect. Contract Reserves	2,132,128.37
Investments - Other	-215,756.16

Total Investments 2,805,847.21

Total Other Current Assets 4,483,039.02

Total Current Assets 5,974,933.48

Fixed Assets

Equipment	880,396.31
Accumulated Depreciation-Equip	-424,407.00
Land	5,800.00
Building and Improvements	1,384,720.70
Accumulated Depreciation - Bldg	-549,821.00
Current Capital Outlay	
P/S Building Repair/Replace	9,001.60
Computers/Computerized Equip.	6,155.80
Computers/Furniture	1,704.05

Total Current Capital Outlay 16,861.45

Total Fixed Assets 1,313,550.46

Other Assets

Prop 1A Loan - State of CA	217,467.82
Suspense	-13,827.13

Total Other Assets 203,640.69

TOTAL ASSETS 7,492,124.63

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	7,099.19
Due to Other - Issued by CCC	7,099.19

Total Accounts Payable 7,099.19

Kensington Fire Protection District
Balance Sheet
As of March 11, 2011

	Mar 11, 11
Other Current Liabilities	
El Cerrito Service Contract Pay	533,032.07
Wages & PR Taxes Payable	1,701.36
Total Other Current Liabilities	534,733.43
Total Current Liabilities	541,832.62
Total Liabilities	541,832.62
Equity	
Fund Equity - General	3,325,448.26
Fund Equity - Capital Projects	548,373.00
Fund Equity - Special Revenue	17,789.00
Fund Equity - Gen Fixed Asset	1,321,009.00
Fund Equity	573,670.61
Net Income	1,164,002.14
Total Equity	6,950,292.01
TOTAL LIABILITIES & EQUITY	7,492,124.63

**Kensington Fire Protection District
Revenue & Expense Budget vs. Actual
July through December 2010**

	Jul - Dec 10	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Property Taxes	2,752,156.42	2,725,300.00	26,856.42	101.0%
Special Taxes	200,220.00	200,221.00	-0.10	100.0%
Other Tax Income	0.00	0.00	0.00	0.0%
Lease Agreement	14,420.00	14,420.00	0.00	100.0%
Interest Income	3,475.85	2,500.00	975.85	139.0%
Salary Reimbursement Agreement	22,352.51	22,352.48	0.05	100.0%
Miscellaneous Income	24,052.00	0.00	24,052.00	100.0%
Total Income	3,018,677.88	2,964,793.46	51,884.22	101.8%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	1,445.41	1,445.00	0.41	100.0%
Contra Costa County Expenses	3,388.85	3,205.00	183.85	105.1%
El Cerrito Contract Fee	1,066,064.21	1,066,063.98	0.23	100.0%
Water System Improvements	0.00	0.00	0.00	0.0%
Fire Abatement Contract	0.00	8,000.00	-8,000.00	0.0%
Risk Management Insurance	12,378.00	12,360.00	18.00	100.0%
Professional Fees				
Accounting	1,838.25	3,000.00	-1,161.75	61.2%
Actuarial Valuation	3,200.00	2,500.00	700.00	128.0%
Audit	12,000.00	8,500.00	3,500.00	141.2%
Legal Fees	8,278.82	14,090.00	-5,811.18	58.7%
Total Professional Fees	25,313.07	28,090.00	-2,776.93	90.1%
Wildland Vegetation Mgmt	3,875.00	4,000.00	-325.00	91.9%
Total OUTSIDE PROFESSIONAL SERVICES	1,112,244.34	1,123,183.88	-10,939.64	99.0%
RETIREE MEDICAL BENEFITS				
PERG Medical	38,680.00	32,077.50	4,582.50	114.3%
Delta Dental	4,718.16	3,785.02	933.14	124.6%
Vision Care	1,245.40	1,067.48	177.92	116.7%
Total RETIREE MEDICAL BENEFITS	42,621.56	38,930.00	5,691.56	115.4%
COMMUNITY SERVICE ACTIVITIES				
Public Education	4,142.49	5,200.00	-1,057.51	79.7%
Comm. Pharmaceutical Drop-Off	0.00	0.00	0.00	0.0%
Vial of Life Program	0.00	333.00	-333.00	0.0%
CERT Emergency Kits	0.00	0.00	0.00	0.0%
Open Houses	0.00	1,000.00	-1,000.00	0.0%
Community Shredder	1,012.50	1,500.00	-487.50	67.5%
Total COMMUNITY SERVICE ACTIVITIES	5,154.99	8,033.00	-2,878.01	64.2%
DISTRICT ACTIVITIES				
Firefighters' Apparel	548.75	8,500.00	-7,951.25	8.4%
Firefighters' Expenses	2,486.75	2,500.02	-13.27	99.5%
Engine Rescue Equipment	6,217.01	5,910.00	307.01	105.2%
Staff Appreciation	0.00	2,500.00	-2,500.00	0.0%
Professional Development	147.00	1,950.00	-1,803.00	7.5%
Building Maintenance				
Janitorial Service	498.30	600.00	-101.70	83.1%
Medical Waste Disposal	1,707.35	2,250.00	-542.65	75.9%
Building alarm	0.00	0.00	0.00	0.0%
Gardening service	360.00	700.00	-340.00	51.4%
Miscellaneous Maint.	23,093.88	160,000.00	-136,906.12	14.4%
Total Building Maintenance	25,659.53	183,550.00	-157,890.47	15.7%
Building Utilities/Service				
Garbage	268.80	280.00	-13.20	95.3%
Gas and Electric	4,158.76	3,904.98	253.78	106.4%
Water/Sewer	782.61	688.00	94.61	114.1%
Total Building Utilities/Service	5,209.17	4,872.98	336.19	108.9%
Election	389.80	1,000.00	-610.20	37.0%
Memberships	4,741.00	5,000.00	-259.00	94.8%
Office				
Office Expense	483.89	1,750.02	-1,266.13	27.7%
Office Supplies	294.81	1,249.98	-955.17	23.6%
Telephone	1,959.49	2,125.02	-165.53	92.2%
Total Office	2,738.19	5,125.02	-2,386.83	53.4%
Total DISTRICT ACTIVITIES	48,114.20	198,906.02	-150,791.82	24.2%
Staff				
Wages	35,388.24	35,388.24	0.00	100.0%
Overtime Wages	1,224.94	2,449.98	-1,225.04	50.0%
Vacation Wages	0.00	0.00	0.00	0.0%
Medical/dental ins compensation	2,940.00	2,940.00	0.00	100.0%
Retirement Contribution	1,769.40	1,770.00	-0.60	100.0%
Payroll Taxes	2,800.89	2,940.00	-139.11	95.3%
Workers Compensation/Life ins	779.93	870.00	-90.07	116.4%
Payroll Processing	815.10	582.48	232.62	105.6%
Total Staff	45,518.50	48,740.70	-3,222.20	97.4%
Contingency				
General	0.00	9,999.99	-9,999.99	0.0%
Contingency - Other	0.00	0.00	0.00	0.0%
Total Contingency	0.00	9,999.99	-9,999.99	0.0%
Total Expense	1,253,853.59	1,423,793.69	-170,140.10	88.1%
Net Ordinary Income	1,763,024.09	1,540,999.77	222,024.32	114.4%
Other Income/Expense				
Other Income	2,139.00	2,139.00	0.00	100.0%
Transfers In - General	0.00	0.00	0.00	0.0%
Total Other Income	2,139.00	2,139.00	0.00	100.0%

**Kensington Fire Protection District
Revenue & Expense Budget vs. Actual
July through December 2010**

	Jul - Dec 10	Budget	\$ Over Budget	% of Budget
Other Expense				
Transfers Out - Capital	1,032.35			
Transfers Out - General	1,106.65			
Total Other Expense	2,139.00			
Net Other Income	0.00			
Net Income	1,763,024.09	1,640,999.77	222,024.32	114.4%

Kensington Fire Protection District
Revenue & Expense Prev Year Comparison
 July through December 2010

	Jul - Dec 10	Jul - Dec 09	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	2,752,156.42	2,714,316.65	37,839.77	1.4%
Special Taxes	200,220.90	0.00	200,220.90	100.0%
Lease Agreement	14,420.00	0.00	14,420.00	100.0%
Interest Income	3,475.85	5,722.70	-2,246.85	-39.3%
Salary Reimbursement Agreement	22,352.51	7,300.00	15,052.51	206.2%
Miscellaneous Income	24,052.00	0.00	24,052.00	100.0%
Total Income	3,016,677.68	2,727,339.35	289,338.33	10.6%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	1,445.41	1,426.23	19.18	1.3%
Contra Costa County Expenses	3,368.65	382.77	2,985.88	780.1%
El Cerrito Contract Fee	1,066,064.21	1,060,115.72	5,948.49	0.6%
Water System Improvements	0.00	9,472.00	-9,472.00	-100.0%
Risk Management Insurance	12,378.00	10,737.00	1,641.00	15.3%
Professional Fees				
Accounting	1,836.25	2,025.00	-188.75	-9.3%
Actuarial Valuation	3,200.00	0.00	3,200.00	100.0%
Audit	12,000.00	8,500.00	3,500.00	41.2%
Legal Fees	8,276.82	12,398.21	-4,121.39	-33.2%
Total Professional Fees	25,313.07	22,923.21	2,389.86	10.4%
Wildland Vegetation Mgmt	3,675.00	3,045.00	630.00	20.7%
Total OUTSIDE PROFESSIONAL SER...	1,112,244.34	1,108,101.93	4,142.41	0.4%
RETIREE MEDICAL BENEFITS				
PERS Medical	36,660.00	41,389.04	-4,729.04	-11.4%
Deita Dental	4,716.16	7,595.08	-2,878.92	-37.9%
Vision Care	1,245.40	2,119.81	-874.41	-41.3%
Total RETIREE MEDICAL BENEFITS	42,621.56	51,103.93	-8,482.37	-16.6%
COMMUNITY SERVICE ACTIVITIES				
Public Education	4,142.49	4,019.93	122.56	3.1%
Comm. Pharmaceutical Drop-Off	0.00	1,917.46	-1,917.46	-100.0%
Vial of Life Program	0.00	234.90	-234.90	-100.0%
Open Houses	0.00	657.52	-657.52	-100.0%
Community Shredder	1,012.50	1,012.50	0.00	0.0%
Total COMMUNITY SERVICE ACTIVITI...	5,154.99	7,842.31	-2,687.32	-34.3%
DISTRICT ACTIVITIES				
Firefighter's Apparel	548.75	0.00	548.75	100.0%
Firefighters' Expenses	2,486.75	2,763.32	-276.57	-10.0%
Engine Rescue Equipment	6,217.01	0.00	6,217.01	100.0%
Staff Appreciation	0.00	3,947.91	-3,947.91	-100.0%
Professional Development	147.00	4,487.85	-4,340.85	-96.7%
Building Maintenance				
Janitorial Service	498.30	497.66	0.64	0.1%
Medical Waste Disposal	1,707.35	1,792.86	-85.51	-4.8%
Building alarm	0.00	90.00	-90.00	-100.0%
Gardening service	360.00	480.00	-120.00	-25.0%
Miscellaneous Maint.	23,093.88	29,981.98	-6,888.10	-23.0%
Total Building Maintenance	25,659.53	32,842.50	-7,182.97	-21.9%
Building Utilities/Service				
Garbage	266.80	265.20	1.60	0.6%
Gas and Electric	4,156.76	3,703.58	453.18	12.2%
Water/Sewer	782.61	620.01	162.60	26.2%
Total Building Utilities/Service	5,206.17	4,588.79	617.38	13.5%
Election	369.80	0.00	369.80	100.0%
Memberships	4,741.00	4,399.00	342.00	7.8%
Office				
Office Expense	483.89	1,449.48	-965.59	-66.6%
Office Supplies	294.81	1,081.45	-786.64	-72.7%
Telephone	1,959.49	1,534.15	425.34	27.7%
Total Office	2,738.19	4,065.08	-1,326.89	-32.6%
Total DISTRICT ACTIVITIES	48,114.20	57,094.45	-8,980.25	-15.7%
Staff				
Wages	35,388.24	27,577.60	7,810.64	28.3%
Overtime Wages	1,224.94	800.61	424.33	53.0%
Medical/dental ins compensation	2,940.00	2,500.00	440.00	17.6%
Retirement Contribution	1,769.40	1,378.88	390.52	28.3%
Payroll Taxes	2,800.89	2,254.74	546.15	24.2%
Workers Compensation/Life Ins	779.93	713.59	66.34	9.3%
Payroll Processing	615.10	541.46	73.64	13.6%
Total Staff	45,518.50	35,766.88	9,751.62	27.3%
Total Expense	1,253,653.59	1,259,909.50	-6,255.91	-0.5%
Net Ordinary Income	1,763,024.09	1,467,429.85	295,594.24	20.1%

Kensington Fire Protection District
Revenue & Expense Prev Year Comparison
 July through December 2010

	Jul - Dec 10	Jul - Dec 09	\$ Change	% Change
Other Income/Expense				
Other Income				
Transfers In - General	2,139.00	3,968.06	-1,829.06	-46.1%
Total Other Income	2,139.00	3,968.06	-1,829.06	-46.1%
Other Expense				
Transfers Out - Capital	1,032.35	3,968.06	-2,935.71	-74.0%
Transfers Out - General	1,106.65	0.00	1,106.65	100.0%
<Gain>/Loss on Asset Disposal	0.00	1,430.00	-1,430.00	-100.0%
Total Other Expense	2,139.00	5,398.06	-3,259.06	-60.4%
Net Other Income	0.00	-1,430.00	1,430.00	100.0%
Net Income	1,763,024.09	1,465,999.85	297,024.24	20.3%

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

Formatted

POLICY TITLE: Expense Authorization

POLICY NUMBER: 7

Deleted: 8

7.10 Any commitment of District funds for a purchase or expense greater than \$5,000.00 shall first be submitted to the Board of Directors for approval, or shall be in conformance with prior Board action and/or authorizations.

Deleted: 8

Deleted: 1

7.20 All purchases made for the District shall be authorized by the Manager, and shall be in conformance with the approved District budget.

Deleted: 8

Deleted: Administrator

7.30 A "petty cash" fund shall be maintained in the District office having a balance-on-hand maximum of \$200.00.

Deleted: 8

7.31 Petty cash may be advanced to District staff or Directors upon their request and the execution of a receipt for same, for the purpose of procuring item(s) or service(s) appropriately relating to District business. After said item(s) or service(s) have been obtained, a receipt for same shall be submitted to the Manager, and any remaining advanced funds shall be returned. The maximum petty cash advance shall be \$50.00.

Deleted: 8

Deleted: Administrator

7.32 The petty cash fund shall be included in the District's annual independent accounting audit.

Deleted: 8

7.40 Whenever employees or Directors of the District incur cash outlay expenses for item(s) or service(s) appropriately relating to District business as verified by valid receipts, said expended cash shall be reimbursed upon request from the District's petty cash or checking account revolving fund. In those instances when a receipt is not obtainable, the requested reimbursement shall be approved by the President prior to remuneration.

Deleted: 8

Deleted: "out-of-pocket"

Deleted: 8

Deleted: 8

Formatted

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Checking Account
POLICY NUMBER: 8

Deleted: 9

8.10 The District shall maintain a revolving fund checking account at a local bank. The balance in said account shall at no time exceed \$25,000. The Manager shall request the County through its accounts payable process to replenish the checking account in the amount of the checks written during the preceding month.

Deleted: 9

Deleted: Administrator

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

Deleted: 9

Deleted: Administrator

Deleted: n

8.30 Receipts shall be maintained for the amount of each expenditure.

Deleted: 9

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

Deleted: 9

Deleted: 9

Deleted: 9

Formatted

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Fixed Asset Accounting Control
POLICY NUMBER: 9

Deleted: 10

9.10 The purpose of this policy is to ensure proper accounting control resulting in the maintaining of accurate financial reports of fixed assets.

Deleted: 10

9.20 An accounting, or inventory, of all fixed assets shall be conducted on an annual basis. After the conclusion of said inventory, the Administrator shall certify its completeness and report the results thereof to the Board of Directors and the District auditor during the annual audit review.

Deleted: 10

Deleted: .

Deleted: 10

Deleted: 10

Deleted: 10

Deleted: 10

Deleted: 10

9.30 Items included in said accounting shall be the following:

9.31 Equipment, tools, and vehicles that individually have an original total cost of more than \$1,000;

Deleted: in either a paper file or electronic (computer data base) format. Said records shall be

Deleted: 10

Deleted: 10

9.32 All land and building acquisitions regardless of price; and,

Deleted: 10

9.33 Additions or major improvements to the District's service infrastructure.

Deleted: 10

Deleted: Manufacturer's serial number,¶

¶ 10.53 Storage location,¶

¶ 10.54

9.40 Permanent inventory records shall be maintained and updated whenever a change in the status of a particular fixed asset occurs (e.g., original purchase, sale, destruction, loss, theft, etc.). Dated records may be destroyed per the Records Retention Policy.

Deleted: 10

Deleted: 5

Deleted: ¶

Formatted: Indent: First line: 0"

Deleted: 10

9.50 Information to be maintained in said inventory records shall include the following:

Deleted: 6

9.51 Description;

Deleted: and,¶

9.52 Original cost;

Formatted: Indent: Left: 0.5"

9.53 Acquisition date;

Formatted: Font: Bold

9.54 Life expectancy;

Deleted: 10.5

9.55 Classification code (e.g., office, rolling stock, building, etc.); and

Deleted: 7

Deleted:

9.56 Depreciation schedule

Deleted: equipment, vehicle

Deleted:

Formatted: Font: Bold

Deleted: 2

Deleted: 10

Formatted

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: District Recognitions
POLICY NUMBER: 10

Deleted: 1

10.10 After soliciting ideas from all Board members, the President and Vice President may meet periodically to select appropriate community members for District recognition.

Deleted: 1

Deleted: shall

Deleted: 22

Deleted: 1

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Building Maintenance
POLICY NUMBER: 11

Deleted: 2

11.10 The Kensington Public Safety Building is occupied by the Kensington Fire Protection District and Kensington Police Protection and Community Service District. Its main functions are Police and Fire service. It is owned and maintained by the KFPD and KPPCSD is a tenant.

Deleted: 2

11.11 KFPD through the Board and Manager plans, develops and executes typical property management measures and projects to maintain the property with advice from KPPCSD when appropriate.

Deleted: 2

Deleted: KFPD and KPPCSD have an agreement on shared maintenance costs for the common areas, basic building systems and site.

11.12 Each agency is responsible for the upkeep and maintenance of its own space.

Deleted: Administrator

Deleted: and consent of

Deleted: 2

11.20 KFPD has a contract with El Cerrito Fire Department (ECFD) for fire service staff and fire service administration. The Fire Station portion of the building is occupied 24 hours a day with alternating fire fighting and paramedical crews staffed by the El Cerrito Fire Department.

Deleted: 12.13 Maintenance agreements between KFPD and KPPCSD may be altered through changes in the lease agreement. The current lease agreement runs through 2009.

11.30 The building is a secure building for the benefit of both police and fire functions. The KPPCSD Secretary and Police Officers manage public access during the weekdays. Nights and weekends when the office is closed, police most often answer the door.

Deleted: 2

Deleted: 2

11.31 The KPPCSD Secretary or KFPD Manager normally manage access for scheduled maintenance with notice.

Deleted: 2

Deleted: Administrator

11.32 If the repair is in the secure police area, needed management or observation will be the responsibility of the police staff.

Deleted: 2

11.33 If the repair is in the fire area, needed management or observation will be the responsibility of the fire staff.

Deleted: 2

Deleted: 2

11.34 Access and observation for off-hour emergency repairs will be shared by both functions.

Deleted: equally

Deleted: 2

Deleted: 1

Deleted: 2

Deleted: and the Fire Chief

11.40 Routine and non-emergency maintenance falls into two groups.

Deleted: work

Deleted: major

11.41 Major work planned and approved at the Board level generally involves input and concurrence with the Fire Chief and KPPCSD. This includes work such as the generator replacement, re-roofing or building modernization. Input and review of the development of these projects will be solicited from ECFD and KPPCSD. Schedules will be

Deleted: and ECFD

Deleted: 23

Formatted: Centered

Deleted: 2

circulated and accommodation will be made to minimize disruption.

11.42 Non-planned work includes failure of mechanical, plumbing or electrical systems. Depending upon the nature and urgency of the work, input and review of these projects may be solicited from KPPCSD and ECFD. Work will typically be done as soon as possible.

11.50 For the convenience of maintaining the facility, the fire service staff can provide minor day-to-day maintenance as necessary. KFPD will reimburse ECFD for the material and vendor costs of minor maintenance.

11.51 Minor maintenance and expense is defined as:

11.511 Those repairs or replacements that can be made with normal skills and tools such as replacing light bulbs, plumbing faucets and trap repairs, etc.

11.512 Maintenance costs are limited to those in ECFD policies and monthly spending limits for Captains, staff and Battalion Chiefs.

11.613 Emergency repairs that are required to maintain operational readiness or to protect the building can be made with approval of the on duty Battalion Chief or the Manager. The Manager should be advised of these repairs at the earliest time. These necessary costs will typically exceed the limits above.

11.52 During evenings or weekends, fire service staff may act for KFPD if emergency work is needed in the KPPCSD portion of the building. Professional vendors utilized by the KFPD or ECFD should undertake such repairs.

11.60 A copy of the Lease Agreement between KFPD and KPPCSD for Occupancy of the Kensington Public Safety Building is attached to and hereby incorporated into this policy.

- Deleted: 2
- Deleted: 9
12.50 KPPCSD should advise the KFPD Administrator of needed repair work in the police occupied areas, or in an emergency contact the on duty fire staff.
- Deleted: 1
- Deleted: 2
- Deleted: 6
- Deleted: 12.61 ECFD will record maintenance tasks and expenses in monthly log furnished by the KFPD and kept by the Administrator and submit expense reimbursements requests monthly.
- Deleted: 2
- Deleted: 62
- Deleted: 2
- Deleted: 62
- Deleted: repairs
- Deleted: or carpet or window cleaning
- Deleted: 2
- Deleted: 62
- Deleted: s
- Deleted: 2
- Deleted: 2
- Deleted: enance
- Deleted: fire department facility officer's
- Deleted: Administrator's
- Deleted: approval
- Deleted: administrator
- Deleted: 2
- Deleted: 63
- Deleted: Such repairs may include failures of emergency generator, electrical, plumbing, overhead doors or broken glass.
- Deleted: A list of vendors will be maintained in the maintenance log.
- Deleted: 2
- Deleted: 7
- Deleted: 1
- Deleted: 12.80 This section may be reviewed if ECFD, as part of a gen[... [1]
- Deleted: 23%
- Formatted: Centered
- Deleted: 2

**Lease Agreement between Kensington Fire Protection District and Kensington Police Protection and
Community Services District for Occupancy of Kensington Public Safety Building**

This Lease ("Lease") is made and entered into, as of 12-14, 2009, by and between the Kensington Fire Protection District ("KFPD" or "Landlord") and the Kensington Police Protection and Community Services District ("KPPCSD" or "Tenant"), who agree as follows:

Lease Provisions

1. Landlord leases to Tenant and Tenant leases from Landlord the Premises, as defined below, within the public safety building located at 215/217 Arlington Avenue, Kensington, California ("the Building"). The "Premises" is defined as that area within the Building designated for the Tenant's use and described as "Police Department" or "Police Department Assigned" in the Schematic Design dated April 2, 1998, submitted by Marcy Li Wong, Architects, which is attached hereto as Exhibit A. Additional areas included in this lease for nonexclusive use are the exterior common areas of the parking lot, the driveway and the front entrance of the building and the interior common areas described in the Schematic Design. Landlord, however, has the sole discretion to determine the manner in which those public and common areas are maintained, operated and used. Tenant acknowledges that the Landlord has made no representation or warranty regarding the condition of the Real Property except as specifically stated in this Lease.

Dedicated Parking Spaces

2. There are currently ten (10) parking spaces in the rear parking lot. Six (6) spaces shall be dedicated for use by the Tenant and its employees, and four (4) shall be dedicated for use by the Landlord and its employees and agents. Use of the apparatus bay apron for parking is prohibited.

Term of Lease

3. The term of this Lease shall be five (5) years commencing on July 1, 2009 ("the Commencement Date") and expiring on June 30, 2014, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term").

Rent

4. Beginning with the Commencement Date, Tenant shall pay to Landlord annual rent of \$28,000 in semiannual installments due in advance and payable on January 1st and July 1st of each year for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction. Concurrently with its execution of this Lease, Tenant has made the semiannual installment payment of \$14,000 that would have been payable on July 1, 2009 had the Lease then been effective.

5. Beginning on the first anniversary of the Lease Commencement Date and on each successive anniversary thereafter during the Lease Term, the annual rent shall be adjusted by the percentage change, if any, in the Consumer Price Index for All Urban Consumers, All Items (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose CMSA, published by the United States Department of Labor, for the month of March as compared with the month of March in the immediately preceding calendar year. Notwithstanding the foregoing, each annual adjustment shall result in an increase of not less than three percent (3%) and not greater than six percent (6%).

Permitted Use

6. Tenant shall use the Premises solely as administrative offices for the provision of the governmental

services provided by Tenant, including those customarily associated with a police station. Tenant shall not use or permit the Premises to be used for any other purpose without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion.

The parties further agree that use of the Building, other than by police and fire personnel or for their respective business and operations, shall be subject to the approval of the Police Chief and the Fire Chief.

Repair and Maintenance Obligations

7. *Landlord's Obligations.* Landlord shall repair and maintain in good order and condition (reasonable wear and tear excepted) (a) the structural portions of the Premises; (b) the Building; (c) The Base Building Systems (as defined below) located outside the Premises; (d) the exterior portions of the Building and Real Property; and (e) All other common areas located in the Building, or in or on the Real Property, including the parking facilities serving the Building. "Base Building Systems" means all systems and equipment (including plumbing, HVAC, electrical, fire/life-safety, elevator, and security systems) that serve the entire Building or portions of the Building other than simply the Premises, excluding all Premises Systems. "Premises Systems" means all systems and equipment that serve only the Premises, regardless of whether such systems or equipment are located within or outside the Premises.

8. *Tenant's Obligations.* Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, Alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term. Under Landlord's supervision, subject to Landlord's prior approval, and within any reasonable period specified by Landlord, Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and other leasehold improvements. At Landlord's option or if Tenant fails to make such repairs, Landlord may, but need not, make the repairs and replacements. On receipt of an invoice from Landlord, Tenant shall pay Landlord's out-of-pocket costs incurred in connection with such repairs and replacements. Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1941-1942 or any similar law, statute, or ordinance now or hereafter in effect.

Alterations and Additions

9. Tenant may not make any improvements, alterations, additions, or changes to the Premises ("Alterations") without first obtaining Landlord's prior written consent.

Damage and Destruction

10. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises are damaged by a Casualty or any common areas of the Building providing access to the Premises are damaged to the extent that Tenant does not have reasonable access to the Premises, the Parties shall as soon as reasonably possible meet and confer to determine whether the Premises should be repaired or whether the Lease should be terminated. In the event of such a Casualty, either party shall have the right to terminate the Lease upon the giving of notice to the other party, which notice shall be given within 10 days of the meeting required by the preceding sentence. The determination of whether the Premises are repaired shall be within the Landlord's sole discretion, after conferring with Tenant, but among the factors that Landlord shall consider are whether the estimated repair cost exceeds the insurance proceeds, if any, available for such repair (not including the deductible, if any, on Landlord's property insurance), plus any amount that Tenant is obligated or elects to pay for such repair; whether the estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or whether the Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

Shared Cost of Utilities

11. The Tenant shall pay to the Landlord one half (1/2) the monthly cost of utilities such as gas, electricity, and water, except when such utilities are separately metered. In the case of separate meters for a particular utility, the party served by the meter will pay the entire bill. Tenant shall pay one half (1/2) the yearly sewer charge. Each party shall pay its own telephone bills. A copy of the applicable invoice shall be presented to the Tenant upon receipt, and payment by the Tenant shall be made on that invoice within thirty (30) calendar days.

Insurance

12. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the term of this lease, the following insurance naming the Landlord as additional insured and/or loss payee: Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the lease of the Premises with a policy limit of at least One Million Dollars (\$1,000,000) per occurrence.

The Tenant shall provide the Landlord with a certificate of insurance that indicates the insurance will not be canceled without 30 days written notice. Neither party shall be responsible to the other for any property damage or loss, unless such damage or loss results from the sole negligence of the other party.

13. Landlord and Tenant agree to cause the insurance companies issuing their respective property (first party) insurance to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

Indemnification

14. Tenant shall indemnify and hold harmless Landlord from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring in, on or about the Premises, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Tenant, its employees, officers, agents, volunteers, or its visitors. Landlord shall indemnify and hold harmless Tenant from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring outside the Premises either on the property or in the building, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Landlord, its employees, officers, agents, volunteers, or its visitors.

Assignment and Subleasing

15. Tenant shall obtain the Landlord's written consent before entered into or permitting any Transfer. A Transfer ("Transfer") consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise:

- (a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;
- (b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and


(c) Any of change of organization, under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 et seq.), that substantially changes the corporate nature of Tenant.

Dispute Resolution

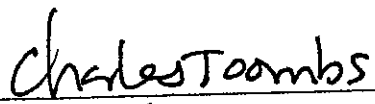
16. Should any disagreement arise regarding any part of this agreement, both boards shall attempt to solve the dispute through negotiations. Should negotiations fail, the two parties agree to mediation, and to share the costs of the mediation. Each party further agrees to be responsible for its own legal costs associated with the mediation.

Should mediation fail, the two parties agree to binding arbitration by the American Arbitration Association. The losing party shall pay the costs incurred in such action, including the legal costs of the other party.

KENSINGTON FIRE PROTECTION DISTRICT, a California special district

by: 
Nina Ramsey
President of Board of Directors

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, a California special district

by: 
Charles Toombs
President of Board of Directors

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Kensington Annex, City of El Cerrito Emergency Operations
Plan, Insert to Contra Costa County Disaster Plan
POLICY NUMBER: 12

KENSINGTON ANNEX CITY OF EL CERRITO EMERGENCY OPERATIONS PLAN

Contra Costa County, California

**INSERT TO
CONTRA COSTA COUNTY DISASTER PLAN**
Reviewed for National Incident Management System (NIMS) Compliance February 2007

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

GENERAL:

The procedures and guidelines listed below are applicable to the City of El Cerrito (Kensington Annex) only. However, with careful review and modification some of the procedures may be adaptable for other communities. The following guidelines may be used, as necessary, to support the policies, procedures and activities listed in other parts of the El Cerrito Emergency Operations Plan. In no instance will they be used to replace or nullify those procedures and policies.

The roles and responsibilities of the County Administrator of Emergency Services and his supporting emergency management staff have already been identified in other sections of the County's Multi-Hazard Functional Plan. The roles and responsibilities identified herein support those established protocols and are applicable to the events and activities which can be expected to arise in the community of Kensington. In the event that a major disaster occurs, and immediate government assistance is not available or is cut off and cannot respond for a lengthy period of time, the following procedures will be activated.

SCOPE:

This plan addresses only that unincorporated portion of Contra Costa County commonly referred to as Kensington.

The unincorporated community of Kensington has a population of approximately 5,000 residents and is located in the East Bay hills portion of Contra Costa County between Berkeley on the south and El Cerrito on the north and west. It also shares a narrow section of its southwest boundary with the City of Albany. To the east lie Charles Lee Tilden and Wildcat Canyon Regional Parks, a part of the East Bay Regional Park District.

The random pattern of narrow roads that wind up and down the Kensington hillside tend to restrict ingress and egress to the community to two main north-south thoroughfares, Arlington Avenue and Colusa Avenue, and the streets that feed into them. Arlington Avenue runs through the center of town, and Colusa Avenue runs along its western perimeter.

The unincorporated community is unique in that it has both a resident police and fire department, each of which operates as an independent special district administered by local Boards of Directors. The Kensington Fire Protection District contracts with the City of El Cerrito for fire protection and related services.

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

LOCAL GOVERNMENT IN SEMS

Local government is one of the five levels of the Standardized Emergency Management System (SEMS). The basic role of a local government is to manage and coordinate the overall emergency response and recovery activities within its jurisdiction.

A local government under SEMS is a city, county, city and county, school district or special district. Special districts under SEMS are units of local government (other than a city, county or city and county) with authority or responsibility to own, operate or maintain a project (as defined in California Code of Regulations 2900(s) for purposes of natural disaster assistance). This may include a joint powers authority established under section 6500 et seq. of the code.

Special districts are primarily responsible in emergencies for the restoration of services that they normally provide. They may also be responsible for the safety of people at their facilities or on their property, and for warning of hazards from their facilities or operations. Some special districts may assist other local governments in emergency response.

CONTINUITY OF GOVERNMENT

A major disaster could include death or injury to key officials, partial or complete destruction of the established governing board of the Kensington Fire Protection District (KFPD). In addition, the preservation and or reconstruction of public and private records essential to the continued operation of the KFPD and their services must be provided. Continuity of leadership and government authority is particularly important with respect to emergency services and management of recovery operations. To this end, it is particularly essential that the KFPD continue to function in these areas. During a major emergency or disaster, the KFPD Board of Directors will remain as the policy and legislative body and will not assume responsibility of day to day fire department operations. Emergency operations will be administered through the El Cerrito Fire Department's Departmental Operation Center or Emergency Operations Center as the emergency manager determines appropriate. As in day to day operations during a major emergency or disaster, the KFPD Board of Directors will set policy and any legislation as required to mitigate the immediate threats and begin recovery operations. After a major emergency or disaster, the KFPD Board of Directors will assemble at the Kensington Community Center as soon as possible.

STANDBY OFFICERS

Section 8639, Article 15, Chapter 7, Division 1, Title 2 of the California Government Code permits the governing body to appoint up to three standby officers for each member of the governing body and up to three standby officers for the political subdivision's chief executive. The standby officers shall have the authority and powers as the regular officers.

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

RECONSTRUCTING THE GOVERNING BODY WITH TEMPORARY OFFICERS

Section 8644, Article 15, Chapter 7, Division 1, Title 2 of the California Government Code establishes a method for reconstructing the governing body. It authorizes that, should members of the governing body, including all standby members, be unavailable, temporary officers shall be appointed by the chairman of the board of the County or by the mayor of any city within 150 miles of the political subdivision.

MEETING OF THE GOVERNMENT BODY DURING AN EMERGENCY

Section 8642, Article 15, Chapter 7, Division 1, Title 2 of the California Government Code directs local governing bodies to convene, as soon as possible, whenever a state of emergency or local emergency exists and at the place not necessarily within the political subdivision.

DUTIES OF THE GOVERNING BODY DURING AN EMERGENCY

Section 8643, Article 15, Chapter 7, Division 1, Title 2 of the California Government Code provides that the duties of the governing body during emergencies shall include ascertaining the damage to the political subdivision and its personnel and property, reconstituting itself and the political subdivision, and performing functions in preserving law and order and furnishing local services.

CHAIN OF SUCCESSION

Kensington Fire Protection District	El Cerrito Fire Department
Board President	Fire Chief
Vice President	On-Duty Battalion Chief
Member at Large (1 st arriving)	Fire Prevention Officer
Member at Large (2 nd arriving)	First Reporting Battalion Chief
Member at Large (3 rd arriving)	First Reporting Line Captain

Coordination and communication will be established between the KFPD Board of Directors and the El Cerrito Emergency Operation Center. This Communication will be directed through the President of the KFPD Board of Directors and the El Cerrito/Kensington Fire Chief. If either of these people is unable to assume their positions then the next position in the chain of succession shall fill the role.

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

EMERGENCY OPERATIONS CENTERS

According to SEMS, the EOC is structured to fulfill an organization standard that includes the functions of management, finance & administration, logistics, operations, and planning & intelligence. Although each of the SEMS functions is necessary, coordination, communications and intelligence are critical. Communication is viewed as central, coordination running a close second.

Communication issues are important to the Community of Kensington's emergency response capability. These issues include channel capacity and interoperability. Channel capacity for interdepartmental operations and interoperability to be able to effectively communicate with police, public works and responding mutual aid resources. In order to ensure successful emergency operations during a disaster it will be essential that stable and effective communication be established and maintained between the Kensington Board of Directors and their direct representative in the EOC.

In order to enhance the effectiveness of emergency operations, the Kensington Fire Protection District has developed and maintained a contractual agreement with the City of El Cerrito to provide fire protection for the community of Kensington. An advantage achieved through this agreement is the consolidation of the EOC. During a major emergency or disaster, the Kensington/El Cerrito Fire Chief or Fire Department line of succession personnel shall be the Kensington Fire Protection District's direct representative in the EOC. The primary EOC is located in the El Cerrito Public Safety Building located at 10900 San Pablo Ave, El Cerrito CA. The secondary EOC is located in El Cerrito Fire Station 72 located at 1520 Arlington Blvd, El Cerrito CA. The third alternate EOC is located in the Kensington Fire Station 65 located at 217 Arlington Blvd., Kensington CA.

The Kensington/El Cerrito consolidated EOC shall work to ensure timely, accurate and relevant information is communicated both to and from the Operational Area EOC on behalf of the Community of Kensington.

THREATS:

All of the potential disasters listed in the El Cerrito Emergency Operations Plan Part 1 Basic Hazard Analysis also threaten this community; however the threats which are of major concern to the residents are as follows:

Earthquakes

Although Kensington is affected by activity on the major San Andreas Fault to the west, the seismically active Hayward Fault poses the greatest risk to the community. The main trace of

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

the fault runs through the center of town, and critical facilities such as the police and fire departments, an elementary school, and the Kensington Community Center are situated on or near the fault line. A large portion of Kensington on both sides of the fault has been placed in the Alquist Priolo Special Studies Fault Zone as defined by the California Division of Mines and Geology for the Hayward Fault.

The fault has a history of activity with an epicenter on or near the fault, traceable as far back as 1836 and as recently as 1999. The reported magnitude of these quakes range as high as 6.8. According to the "Regional Earthquake Probability Study" released by USGS geologists in October of 1999, there is a 70% chance that an earthquake of magnitude 6.7 or greater will occur in the Bay Area before 2030, and the most likely potential damage will be centered on the Hayward Fault.

In several areas the surface traces of the Hayward fault are extensively obscured by massive landslides. The largest landslide complexes are in the Berkeley-Kensington and northeast San Jose areas.

Fire

Wildfire is a constant threat to Kensington due to its interface with the wildlands of the East Bay Regional Park District on its eastern boundary. The narrow winding hillside streets and abundant shake roofs, trees, and foliage make the community even more vulnerable to fire. In January 1995, Kensington was designated a Very High Fire Hazard Severity Zone (VHFHSZ) by the California Department of Forestry.

Hazardous Materials Release

Even though Kensington is situated nearly ten land miles from the nearest acutely hazardous material facility, the threat of a ruptured pipeline located in the community, due to local ground movement or seismic activity, is a concern. The Blakemont slide, a major area of ground movement in the northwestern section of Kensington, covers approximately 19 acres of land. Continuous ground movement in this area routinely causes breakage of underground pipes. Such movement has destroyed three homes and caused major damage to many others. Natural gas lines running underground throughout the community could also be severed by this earth movement, or by earth movement caused by a quake, subsidence or any other massive land motion. A break of anyone of these lines could require either "in-place sheltering" or evacuation.

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

Dam Failure

Summit Reservoir, which is owned by the East Bay Municipal Utility District, stands sixty-one (61) feet high and holds approximately 120 acre feet of water. It sits above the Kensington community and is surrounded by homes. In the event of a rupture or an overflow, this facility could release water into the Kensington community as well as into Alameda County. If such an event should occur, traffic control points and barricade locations will be the responsibility of the jurisdiction in which the control measure is located. Barricades beyond the capability of the local jurisdiction will be coordinated through the County Law Enforcement Coordinator in the Contra Costa County EOC. Personnel required to warn the public will come from Kensington; however, additional assistance, if needed, can be requested from the County EOC. (See Appendix A for a more detailed traffic control plan.)

Evacuation

One main thoroughfare, Arlington Avenue, runs through this community, and one, Colusa Avenue runs along its western perimeter. Ingress or egress may occur at either end, to El Cerrito on the Northern end or to Berkeley on the southern end. Although other streets enter and leave the community, none of them are direct routes suitable for planned evacuations.

County counsel has cautioned against communities forming detailed, site-specific evacuation plans due to liability issues. A County general plan for the evacuation, dispersal or relocation of Kensington residents from threatened or hazardous areas exists as Annex H "Movement Operations" in the County's Emergency Plan (See appendix B.)

CONCEPT OF OPERATION:

When a situation arises which exceeds the capability of the police or fire department to handle or which requires the combined effort of the police and fire departments, community volunteers and/or outside mutual aid to mitigate, the policies and procedures listed in the El Cerrito Emergency Operations Plan, Part 1 Page 39 will be observed. In the interim, until help arrives, the following procedures may be initiated.

Immediately upon the onset of a disaster which has caused or may cause the Community's Emergency Command Post or the emergency organization to be activated, take the following actions which are consistent with Part 2 appropriate EOC Section of the El Cerrito Emergency Operations Plan. These actions should be carried out in unison with other organizations and departments according to that plan.

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

Protect yourself from initial harm, and then see to the well being of those around you. Each employee should **check** his/her immediate area for damage. If any damage is found in the work area, the employee should **report** it immediately to his/her supervisor. The supervisor should **alert** the appropriate department head to the damage.

According to the situation, the Emergency Command Post and/or Emergency Organization will be activated. Upon activation, each Supervisor will **initiate** damage assessment activities on those operations, personnel, equipment and facilities under his/her responsibility.

County's Community Damage Assessment Teams (DAT), recruited by the County coordinator and comprised of trained volunteers, will be dispatched to pre-designated areas of the community to develop an initial assessment of damage in the community.

After completing an initial assessment of the assigned area the DAT member will **report** the information to the Command Post to provide the Command Center with an overview of the **private** damage in the community.

Based on information received and the extent of damage, the Fire Chief may request Mutual Aid from outside sources, or re-deploy local resources as needed. An Initial Damage Report will be forwarded to the Contra Costa County Office of Emergency Services by the Fire Chief for consolidation and submission to the State Office of Emergency Services, Regional office.

Staff Assignments

Specific emergency response services are provided to the Kensington community by County departments. In the event of a large scale disaster these County services may not be immediately available to the community. Therefore, local personnel must be identified and assigned responsibility for maintaining communications with the appropriate County departments for information and/or instructions. These shall be as follows:

<u>Function</u>	<u>Assigned to</u>	<u>Phone No.</u>
Command and Control	Fire Chief	215-4450
Alternate	Police Chief	526-4141
Law Enforcement/Traffic Control	Police Chief	526-4141
Alternate	Sgt. Police Dept.	526-4141
Fire and Rescue	Fire Chief	215-4450
Alternate	On Duty B/C	527-0875 or 215-4450

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
 Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

Medical and Health Alternate	Fire Chief 215-4450 Police Chief 526-4141
Care and Shelter Alternate	Police Chief 526-4141 Red Cross Manager 307-4400
Resources Management Alternate	Fire Chief 215-4450 Police Chief 526-4141
Construction and Engineering Alternate	Police Chief 526-4141 Fire Chief 215-4450
Public Information Alternate	Police Chief 526-4141 Fire Chief 215-4450

** Since Kensington contracts with El Cerrito for fire protection services, the El Cerrito fire station #71 phone number 215-4450 is given for fire personnel. To reach the Kensington Station #65 call 527-0875.*

Definition

COMMAND AND CONTROL is the provisioning of overall operation and control and/or coordination of emergency operations.

LAW ENFORCEMENT, FIRE AND RESCUE, MEDICAL AND HEALTH, CARE AND SHELTER, CONSTRUCTION AND ENGINEERING AND RESOURCES MANAGEMENT are all service elements of the emergency organization. Each is structured to coordinate the response and management of that respective function during a disaster.

PUBLIC INFORMATION is that element of the Command and Control function which is responsible for releasing accurate official information to the public through the media.

NOTE: The person assigned to the above functions have the responsibility of insuring that the function is carried out. It is not necessary for the assigned person to discharge the function personally.

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

Command Post

Unless damaged or destroyed, the site which will serve as the Kensington Command Post is the El Cerrito Fire Station #71 located at 10900 San Pablo Avenue, El Cerrito.

If this site is lost due to damage or contamination, the alternate command post will be located at Fire Station 72, 1520 Arlington Blvd. El Cerrito.

If this site is lost due to damage or contamination, the second alternate command post will be located at Station 65, 217 Arlington Avenue, Kensington.

Communications

The public safety agencies operating in the Kensington community communicate over established frequencies. Non-governmental communications will be by commercial radio and/or the Radio Amateur Civil Emergency Service (RACES) organization. In addition, Kensington, through the Kensington Amateur Radio Operators (KARO), has established five local emergency communication centers located throughout the community. Each center is equipped with a short wave radio and during an emergency will be operated by licensed amateur radio operators. The location of the centers is as follows:

- | | | |
|-------------------------|----------------------|-----------------------------|
| 1. Northeast Sector | 59 Arlington Avenue | Kensington Community Center |
| 2. South Central Sector | 217 Arlington Avenue | Public Safety Building |
| 3. Southeast Sector | 232 Cambridge Avenue | Private home |
| 4. Southwest Sector | 285 Lexington Avenue | Private home |
| 5. Northwest Sector | 8 Anson Way | Private home |

An additional communication center, equipped with a short wave radio, is located at the Kensington Hilltop Elementary School located at 90 Highland Blvd.

Shelters

The Kensington community has few facilities which are capable of housing large numbers of people. Therefore if a disaster should occur which will require the use of temporary shelters, the following sites may be opened and operated until the Red Cross can establish more suitable accommodations. The appropriate shelter will be designated and announced at the time of the disaster based on the nature and extent of damage.

KENSINGTON ANNEX
CITY OF EL CERRITO DISASTER PLAN
Contra Costa County, California

Reviewed for (NIMS) Compliance February 2007

SITE	ADDRESS	PHONE	CAPACITY
Arlington Community Church	52 Arlington Avenue	526-9146	
Kensington Community Center	59 Arlington Avenue		
Kensington School	90 Highland Blvd.	526-7343	(102)
Madera School	8500 Madera Drive	235-4499	(329)
(Alternate)			
Unitarian Universalist Church of Berkeley (Red Cross approved)	1 Lawson Road	525-0302	(84)

BOARD REPORTS

Spring Cleaning—Community Shredder



B/C Dougery and Firefighters assist a resident at the shredding event last fall.

KFPD will be holding another community “shredding event” on **Saturday, May 21st** for Kensington residents

from **10:00 a.m. until 2:00 p.m.**

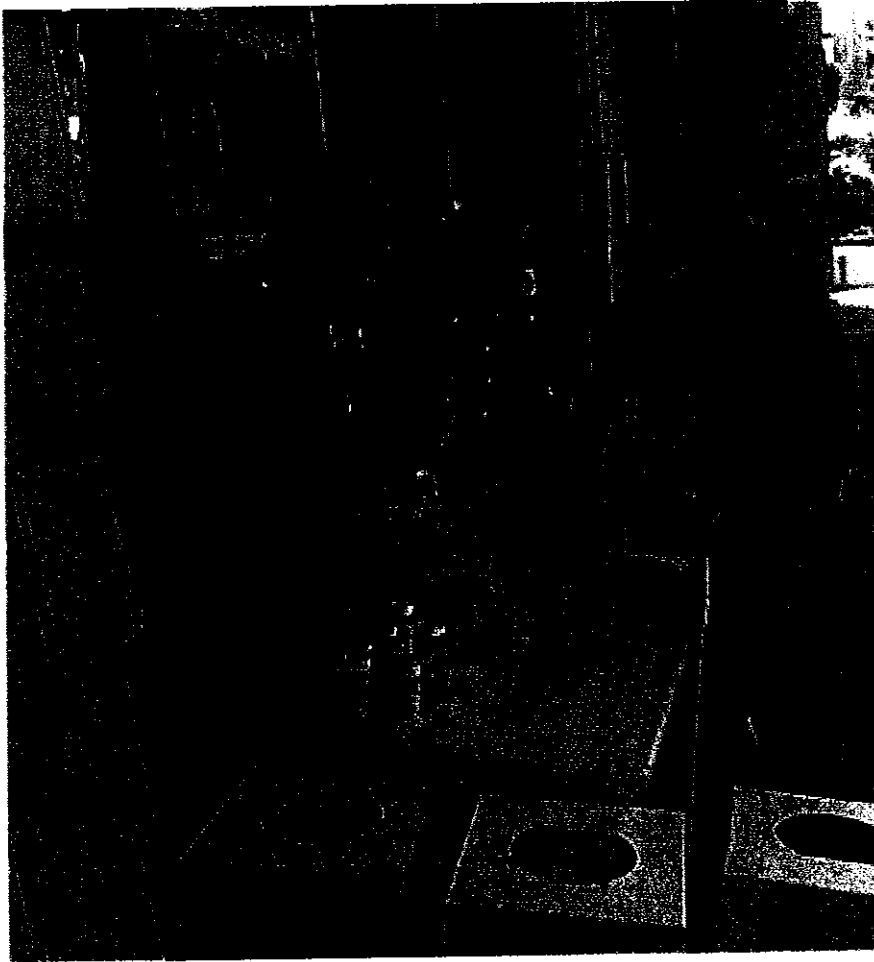
In our on-going efforts to assist the community become more fire safe, a mobile document shredding truck will be located at the north end of the community center/library parking lot that afternoon (across from Arlington Community Church, 52 Arlington Avenue).

Residents are welcome to clear out old files and papers from their homes and bring them to the shredding truck to be securely and safely disposed. All paper shredding is recycled by returning it to a paper mill.

We will also have some Vial of Life packets and 24-Hour Emergency Kits on hand if you have not yet received yours.

El Cerrito Patch

www.elcerritopatch.com



The Kensington fire department served as a collection station for unused or expired medications Saturday, April 30, 2011. Plastic containers were saved for recycling and the drugs were boxed for later burning. Credit Eric Riess

The Kensington fire station, staffed by El Cerrito firefighters, served as a local drop-off point for unused or expired medications Saturday. The event between 10 a.m. and 2 p.m. was part of the second National Prescription Drug Take Back Day, sponsored by the U.S. Drug Enforcement Administration. The first one was held Sept. 25 last year.

"This initiative addresses a vital public safety and public health issue," the federal drug agency says on its website. "More than seven million Americans currently abuse prescription drugs, according to the 2009 Substance Abuse and Mental Health Administration's National Survey on Drug Use and Health. Each day, approximately, 2,500 teens use prescription drugs to get high for the first time according to the Partnership for a Drug Free America. Studies show that a majority of abused prescription drugs are obtained from family and friends, including the home medicine cabinet."