

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

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

I. CONTRACT TERM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### V. INSURANCE

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

(1) Workers' Compensation and Employers' Liability Insurance

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

(2) Public Liability Insurance

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

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

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

(3) Automobile Physical Damage Insurance

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

(4) Property Insurance

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

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

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

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

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

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

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

#### VI. ANNUAL FEE FOR SERVICES

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

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

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

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

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

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

Payments shall be sent to:

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

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

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

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

$$\frac{\text{No. of days late}}{365 \text{ days}} \times \text{Current City interest rate} \times \$ \text{ amount of payment} = \text{Interest Charge}$$

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

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

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

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



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

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

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

#### VII. FEES

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

#### VIII. RESOLUTION OF DISPUTES

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

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

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

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

#### IX. ALARM SYSTEMS AND COMMUNICATIONS

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

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

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

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

#### XI. PERSONNEL

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

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

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

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

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

#### XII. HAZARDOUS MATERIALS RELEASE RESPONSE PLAN AND INVENTORY

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

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

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

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

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

#### XIV. CONTAMINATION OR ENVIRONMENTAL DAMAGE

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

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

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

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

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

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

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

#### XV. TERMINATION

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

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

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

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

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

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

XVI. DISTRICT BOARD MEETINGS

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

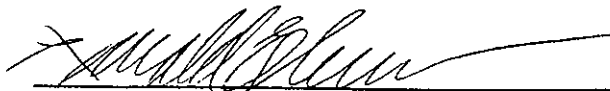
XVII. INTEGRATION AND MODIFICATION


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

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


KENSINGTON FIRE PROTECTION  
DISTRICT

CITY OF EL CERRITO

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

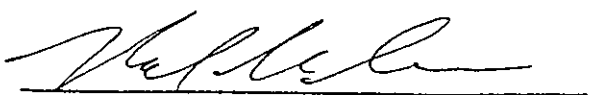
  
\_\_\_\_\_  
Norman La Force, Mayor

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

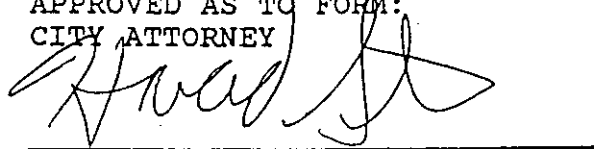
  
\_\_\_\_\_  
Gary F. Bokorny, City Manager

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

APPROVED AS TO FORM:  
DISTRICT COUNSEL

  
\_\_\_\_\_

APPROVED AS TO FORM:  
CITY ATTORNEY

  
\_\_\_\_\_

# Exhibit A

**BUDGET PREPARATION REPORT -- EL CERITO FIRE DEPARTMENT  
PORTION FOR KENSINGTON FIRE PROTECTION DISTRICT**

**10 GENERAL FUND  
251 FIRE**

**CONTRACT OPERATING BUDGET:**

	1993-94 EXPENDED	1994-95 TOTAL BDGT	1994-95 EOY EST.	1995-96 REQUEST	1995-96 ECFD	1995-96 KFPD
<b>5100 *** SALARIES AND BENEFITS ***</b>						
5110-000 SALARIES	1,502,955	1,489,501	1,849,819	1,986,304	1,453,528	532,776
5112-000 P.E.R.S.	303,939	408,371	437,143	553,521	487,328	66,193
5115-000 UNIFORM ALLOWANCE	12,100	12,100	17,500	17,500	15,125	2,375
5116-000 HOLIDAY	60,473	57,185	64,942	79,834	63,001	16,834
5117-000 FLSA	31,168	29,500	33,124	40,808	32,864	7,944
5119-000 HIGHER CLASSIFICATION	4,091	7,000	12,000	14,000	10,000	4,000
5122-000 SUPPRESSION OVERTIME	111,945	93,000	185,000	160,000	114,288	45,714
5123-000 NONSUPPRESSION OVERTIME	14,705	8,000	20,000	10,000	7,143	2,857
5157-000 FICA	13,293	12,033	14,434	19,318	13,952	5,367
5160-000 ICMA CONTRIBUTION	21,759	22,924	25,089	28,540	23,156	5,384
5170-000 MEDICAL INSURANCE	102,330	110,143	155,322	138,930	112,905	26,025
5171-000 DENTAL INSURANCE	12,460	9,508	9,768	14,244	11,549	2,695
5172-000 LIFE INSURANCE	1,070	5,005	5,543	6,674	5,448	1,225
5173-000 LTD INSURANCE	6,317	6,251	6,970	11,655	9,492	2,163
5181-000 OVERTIME MEALS	225	500	700	700	500	200
***SALARIES AND BENEFITS***	2,198,830	2,269,019	2,637,374	3,082,028	2,360,278	721,752
BUDGET CHANGE (\$):		70,189	368,355	813,009		
PERCENTAGE CHANGE:		3.19%	16.23%	35.83%		
<b>5200 *** SERVICES ***</b>						
5206-000 MEDICAL EXAMS	139	2,920	5,400	4,960	3,580	1,380
5208-000 MINOR EQUIPMENT MAINTENANCE	5,894	12,325	14,085	18,030	12,700	5,330
5210-000 UTILITIES-PGE	12,923	9,360	19,547	23,000	15,000	8,000
5211-000 UTILITIES-TELEPHONE	10,489	11,100	11,550	13,210	11,760	1,450
5215-000 VEHICLE CONTRACT MAINTENANCE	18,953	19,950	28,000	25,000	18,140	6,860
5217-000 EMERGENCY PREPAREDNESS SVC	8,535	14,300	15,300	19,100	15,570	3,530
5218-000 WEED ABATEMENT SERVICES	12,060	5,000	7,000	5,500	5,000	500
5220-000 PROF SVCS						
5220-205 PROF SVCS-COMMUNICATIONS	15,771	24,900	25,092	30,845	20,565	10,280
5220-250 PROF SVCS-PLAN REVIEW	160	1,000	500	1,500	1,500	
5245-000 BUILDING MAINTENANCE SERVICES	10,999	10,200	10,700	12,800	11,700	1,100
***SERVICES***	95,923	111,055	137,174	153,945	115,515	38,430
BUDGET CHANGE (\$):		15,132	26,119	16,771		
PERCENTAGE CHANGE:		15.78%	23.52%	12.23%		
<b>5300 *** SUPPLIES ***</b>						
5306-000 SAFETY EQUIPMENT	491	1,300	1,300	1,920	1,340	580
5310-000 OFFICE SUPPLIES	2,816	3,850	3,850	5,130	3,965	1,165
5311-000 CLOTHING AND UNIFORM	1,593	5,025	12,000	5,200	4,910	290
5325-000 FIRE STATION SUPPLIES	1,750	3,900	4,475	4,000	3,200	800
5349-000 HOSE SUPPLIES	391	4,200	5,200	5,400	4,200	1,200
5350-000 MEDICAL SUPPLIES	3,603	4,820	5,550	5,320	4,620	700
5370-000 GASOLINE/DIESEL/FUEL SUPPLIES	6,843	11,440	11,440	12,370	11,370	1,000
5371-000 VEHICLE PARTS	16,583	19,950	28,000	25,000	18,140	6,860
5390-000 MINOR EQUIPMENT	2,076	4,700	5,450	6,200	4,700	1,500
***SUPPLIES***	35,946	58,985	77,265	70,540	56,445	14,095
BUDGET CHANGE (\$):		23,039	18,280	-6,725		
PERCENTAGE CHANGE:		64.09%	30.99%	-8.70%		



BUDGET PREPARATION REPORT  
 CONTRACT OPERATING BUDGET:

	1993-94 EXPENDED	1994-95 REQUEST	1994-95 EOY EST.	1995-96 REQUEST	1995-96 ECFD	1995-96 KFPD
<b>5400 ***OTHER CHARGES***</b>						
5410-000 DUES/CONFERENCES/MEETINGS	8,241	9,600	10,400	11,200	9,600	1,600
5411-000 TRAINING	5,018	7,600	8,100	10,000	7,400	2,600
54111-300 HAZARDOUS MATERIALS TRAINING	0	3,000	3,000	4,000	2,860	1,140
***OTHER CHARGES***	13,259	20,200	21,500	25,200	19,860	5,340
BUDGET CHANGE (\$):		6,941	1,300	5,000		
PERCENTAGE CHANGE:		52.35%	6.44%	24.75%		
<b>5500 ***CAPITAL-OUTLAY***</b>						
5511-000 BUILDINGS			12,500	90,000	78,000	12,000
5521-000 EQUIPMENT	24,319	3,500	13,850	30,160	21,640	8,520
5531-000 FURNITURE AND FIXTURES	343	3,500	13,850	2,200	2,200	0
5541-000 VEHICLES	350	261,000	261,000	0	0	0
***CAPITAL OUTLAY***	25,012	268,000	301,200	122,360	101,840	20,520
BUDGET CHANGE (\$):		242,988	33,200	-145,640		
PERCENTAGE CHANGE:		971.49%	12.39%	-54.34%		
FIRE OPERATIONS TOTAL:	2,368,970	2,727,259	3,174,513	3,454,073	2,653,936	800,137
PERCENTAGE DISTRIB:				100.00%	76.83%	23.17%
BUDGET CHANGE (\$):		358,289	447,254	728,814		
PERCENTAGE CHANGE:		15.12%	16.40%	26.65%		
<b>***ADMINISTRATIVE OVERHEAD***</b>						
TOTAL SALARIES AND BENEFITS				3,082,028	2,360,278	721,752
PERCENT DISTRIBUTION				100.00%	76.58%	23.42%
PERCENT ALLOCATED FOR ADMIN						11.10%
***ADMINISTRATIVE OVERHEAD***						80,114
<b>***CONTRACT OPERATING TOTAL***</b>						<b>880,251</b>

**CONVERSION COSTS**

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

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

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

**TOTAL CONVERSION COSTS: 20,350.00**