

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

Date of Meeting: September 10, 2014
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 Manager, 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 Blaschczyk, Joe de Ville, Nina Harmon, Janice Kosel, and Laurence Nagel

1. **ADOPTION OF CONSENT ITEMS.** Items 3, 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.

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

CC 3. **APPROVAL OF THE MINUTES.** Approval of the minutes of the regular meeting of July 9, 2014 (APPROVE)

CC 4. **ACCEPTANCE OF INCIDENT ACTIVITY REPORT.** July 2014 (ACCEPT)

CC 5. **ACCEPTANCE OF INCIDENT ACTIVITY REPORT.** August 2014 (ACCEPT)

CC 6. **APPROVAL OF MONTHLY A/P VOUCHER - TRANSMITTAL #3** (APPROVE)

CC 7. **APPROVAL OF MONTHLY FINANCIAL REPORT.** July/August 2014 (APPROVE)

8. **FIRE CHIEF'S REPORT**

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

9. **PRESIDENT'S REPORT**

NEW BUSINESS

10. Resolution 13-06 Adopting the Final Combined Budget for Revenue, Operating Expenditures, and Capital Improvement Expenditures for Fiscal Year 2013-2014 (ACTION)
11. Marvin Collins Construction Proposal for Additional Services in the Amount of \$9,360 and Estimation of Structural Engineering Fees (ACTION)
12. Mack5 Proposal for Owner Representative Services at a Not-To-Exceed Amount of \$16,500 (ACTION)

13. **BOARD REPORTS**

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

- a. Finance Committee (Kosel/Blaszczyk): Audit field work on 9/16 and 9/17/14.
- b. Public Safety Building (de Ville/Harmon):
- c. Education (Kosel): Fall 2014 *Fire Plug*
- d. Contra Costa County/California Special Districts Assoc. (Nagel): Meeting minutes from July 21, 2014
- e. Diablo Fire Safe Council/Interface (Staff):
- f. Correspondence: News Article on Ciara Wood; email from Bob Shaner; email from Glen Kratkin

ADJOURNMENT. The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on Wednesday, October 8, 2014, at 7:00 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 10/8/14 is Wednesday, 9/24/14 by 1:00 p.m. The deadline for agenda-related materials to be included in the Board packet is Wednesday, 10/1/14 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 JULY 9, 2014 MEETING OF THE BOARD OF DIRECTORS
OF THE KENSINGTON FIRE PROTECTION DISTRICT**

PRESENT: Directors: Helmut Blaschczyk, Joe de Ville, Nina Harmon, Larry Nagel
 Staff: Chief Lance Maples, Manager Brenda Navellier
 Absent: Director Janice Kosel

CALL TO ORDER:

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

APPROVAL OF CONSENT ITEMS:

Vice President Blaschczyk called for the approval of the consent calendar (items 3, 4, 5 & 6) consisting of approval of the minutes of the June 11, 2014 meeting, approval of the June incident activity report, approval of the monthly transmittal #1, and approval of the monthly May/June 2014 financial report. Director de Ville made a motion to accept the consent calendar items. Director Nagel seconded the motion.

AYES: Blaschczyk, deVille, Harmon, Nagel
NOES: None
ABSENT: Kosel

ORAL COMMUNICATIONS:

John Stein thanked the Board for their vote on the recent lease to KPPCSD. He thinks it is a positive sign showing that the two districts are working together. Director Harmon said it was KPPCSD President Welsh's appeal to KFPD that made a difference for her. He showed leadership in appealing to KFPD about KPPCSD's current financial difficulties.

Ciara Wood said she had a different point of view. During this grievous year of fire danger and three years of drought, the money from leasing to KPPCSD could have been put toward the threat of wildfire to Kensington. EBRPD discounts the severity of the threat. She invited everyone to walk the park interface to see the actual fuel loads. She suggested KFPD could have created mini-grants to residents along the interface. Wood has been trying to get money in any way possible to Kensington to make it safer. She has been successful through Diablo Fire Safe Council and through PG&E. She understands that the request from KPPCSD was brought to KFPD as a "good neighbor gesture" but the best way to be a good neighbor is to keep Kensington from burning. She feels it important that the Board here these concerns to balance their decisions.

Chief Maples said that the fire district's budget has demands in all directions. He understands why the Board made the decision about the lease that they did and that Wood made good points for consideration in the future. KPPCSD is currently in a tight financial position and they are a sister agency. Harmon said she did not view the decision as taking from one area to give to another. The discussion for KFPD was based on KPPCSD's financials and the commitment is for three years at which time the issue would be revisited.

Director de Ville said Mr. Shaner of Purdue also wants assistance pushing the school district to remove the eucalyptus on their property.

CHIEF'S REPORT:

Chief Maples reported that Tri-City Safety Day will be on September 20th from 11 to 3 p.m. at the El Cerrito Plaza. He invited everyone to attend. The Contra Costa County Wildfire Protection Plan is currently being updated. An attachment from Diablo Fire Safe Council is included in the packet and there is a link on the KFPD website. Maples encouraged everyone to fill out the survey.

Engine 372 responded to the Montecito Fire at Lake Berryessa this past Sunday and they returned on Tuesday. A four person crew went out and returned home safe. The fire is currently 70% contained.

The new ladder truck that was purchased with a federal grant was delivered last week. It is not yet in service but is being outfitted with rescue equipment, tools, etc. being mounted on the truck. The engine company will bring it to a Board meeting in the near future. The department has been very successful in winning grants in the past three years including EBRICS radios, the ladder truck, rescue equipment, airpacks, and chest compressors, to name a few.

PRESIDENT'S REPORT:

Vice President Blaszczyk noted that the firefighter labor force voted to forego their scheduled cost of living increase for the third time in several years. Maples introduced the firefighters' union representative, David Ciappara. The item is not finalized but will go to the El Cerrito City Council on the 15th of July. The firefighters were scheduled for a 2.6% cost of living instead they will now pick up part of their PERS retirement which will result in a 3.6% savings to the City this year. The contract extends to 2017.

NEW BUSINESS:

Fire Hazard Abatement Hearing on the Designation of Properties Containing Fire Hazards – Resolution 14-05: Fire Prevention Officer Ciappara handed out an updated list of properties (Exhibit A) that are containing fire hazards. Vice President Blaszczyk asked if there were any objections from those in the audience to the designation of properties that are on the list. No objections were made. Blaszczyk opened the public hearing. FPO Ciappara explained the process he goes through to determine properties that are not in compliance. The criteria was included in the Board's packet. He views every property in Kensington. He explained that the violation needs to be visible from the street and that he cannot go onto someone's property unless invited. Backyard violations are usually complaint driven by neighbors. Ciappara reported that after his initial inspection 63 properties were not in compliance compared to 28 properties the prior year. This is probably due to inspections starting 2+ weeks earlier driven by the drought conditions. As of this date, there are now 16 properties in violation with four being duplicates from last year. Discussion took place about a property on Yale. Second notices for the 16 properties will be mailed out tomorrow. Beginning August 1st, Ciappara will make another round of inspections and post on the property itself if still in violation. He will then meet with contractors for estimates to abate the properties. The process involves a number of notices and a physical sign on the property. Usually when someone is abated they have not responded at all. Abating is a last resort. The District does not take pleasure in liening someone's property. More discussion followed on the process. Director Nagel asked for explanation on Ciara Wood's comments earlier if KFPD is enforcing vegetation management standards. Chief Maples explained that was in reference to EBRPD property and some owners having difficulty managing their properties beyond the standards. There is always more that can be done to lessen the threat of wildfire. The law only allows KFPD to enforce to a certain standard. Discussion followed about a large property on Purdue that backs up to EBRPD and the school district property. Maples reported that the department just worked with a private school in El Cerrito to get together with the neighbors and apply for a DFSC grant to remove/trim back eucalyptus trees. Nagel asked if EBRPD property is surrounded by fire breaks. Maples said fire break standards are 100 feet. Maples has been working with the school district about vegetation at Hilltop School which he reported on. Director Blaszczyk closed the public hearing. Director de Ville made a motion to adopt Resolution 14-05 as submitted with the updated Appendix A provided at the meeting. Director Nagel seconded the motion. The motion passed unanimously.

AYES: Blaszczyk, deVille, Harmon, Nagel
NOES: None
ABSENT: Kosel

Resolution 14-06 – Authorizing the Purchase of a Type I Fire Apparatus with a Pre-Purchase of the Cab and Chassis from Hi-Tech Emergency Vehicle Services: Chief Maples said the Board has talked about this purchase for almost 15 years since that is when they started budgeting for the purchase. It is wonderful to be able to make the purchase without a lease or a loan. The new engine will be top-of-the-line and will have all of the emission and safety features of a 2015 model. Maples said that engineering improvements in the last 15 years are primarily to the emission controls, braking distance, turning radius and power. Computer components to the engines are also greatly improved. In 1995, at the beginning of the El Cerrito contract, the District had two engines that were in disrepair. The District has come along way since then and is now able to pay cash for this purchase. Maples gave an explanation of the tag-on process with the San Jose Fire Department. The engine itself is \$515,000 and add-ons for equipment is proposed at a not-to-exceed amount of \$632,000. The engine is being funded through the District's replacement fund. KFPD has been saving for the engine for 15 years. B/C Pigoni is specifying the engine for the District; he was previously a fire engine designer. Regular maintenance is performed through a contract with Alameda County Fire Department who has an in-house maintenance department. Director Nagel made a motion to adopt Resolution 14-06 authorizing the purchase of a new 1,500 gpm Type I fire apparatus. Director Harmon seconded the motion. The motion passed unanimously.

AYES: Blaschczyk, deVille, Harmon, Nagel
NOES: None
ABSENT: Kosel

Chief Maples reviewed where different parts of the engine will be manufactured and where the final engine will be assembled. No decision has been made on what to do with the current engine once the new one is delivered in about one year.

BOARD REPORTS:

Public Safety Building: Navellier reported that plans/drawings for the apparatus room remodel were essentially finished. However, after taking samples of the transite boards and sheet rock mud in the shop area, asbestos was found. Additional testing is being scheduled for the remainder of the apparatus room to determine the extent of the asbestos. This was unforeseen and will result in additional construction costs as well as additional architectural fees that will need to be brought back to the Board. The remodel started because the chassis of the new engine is longer than the existing engine and there would be no room to walk around the engine in the apparatus room.

CSDA: The next meeting is Monday, July 21st. The CSDA meeting topic will be a tutorial on LAFCO. At that time a LAFCO vote is also being held for special district delegate. There are four candidates that are listed in the packet. Maples recommended to the Board that Nagel cast their vote for Steve Anderson of Moraga Orinda Fire District. The Board agreed by consensus.

Diablo Fire Safe Council: Maples reminded everyone that the County is updating the Contra Costa Fire Protection Plan. A link to the survey concerning this update is on DFSC's website.

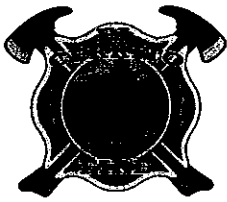
ADJOURNMENT: The meeting was adjourned at 8:04 p.m.

MINUTES PREPARED BY: Brenda J. Navellier

These minutes were approved at the regular Board meeting of the Kensington Fire Protection District on September 10, 2014.

Attest:

Larry Nagel, Board Secretary



EL CERRITO FIRE DEPARTMENT

Memorandum

August 1, 2014

TO: Kensington Fire Protection District Board Members

FROM: Laurence Carr, Battalion Chief

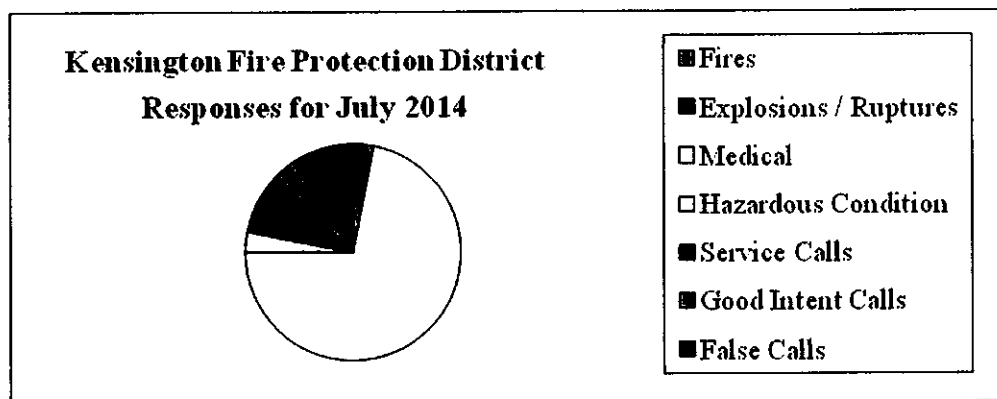
RE: Incident Activity Reports for the Month of July 2014

There were 32 incidents that occurred during the month of July in the community of Kensington. Please see the attached "Incident Log" for the dates and times, locations and incident type for the calls that the Fire Department responded to this past month. Total calls for E65 was 49 in all districts.

Late evening on the seventh of July, E65 responded along with El Cerrito and Richmond units to a structure fire at 225 Amherst Avenue. The small fire was contained to the garage by the first units, and the loss was estimated at \$1,300.

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

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
Fires	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	1	3.13%
Explosions / Ruptures	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
Medical	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	23	71.88%
Hazardous Condition	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	1	3.13%
Service Calls	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	3	9.38%
Good Intent Calls	<i>(Cancelled En Route, Wrong Location)</i>	1	3.13%
False Calls	<i>(Wrong Company/Unit Dispatched)</i>	3	9.38%
Totals		32	100.00%



Kensington Fire Protection District Response Log for July 2014

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	1401475	02-Jul-14 06:09:06	216 LAKE DR	Kensington	E65	321
2	1401478	02-Jul-14 13:11:26	304 ARLINGTON AVE	Kensington	E65	321
3	1401520	06-Jul-14 17:45:36	2 ARLINGTON CT	Kensington	E65	321
4	1401523	06-Jul-14 22:24:46	225 AMHERST AVE	Kensington	E65	111
5	1401525	07-Jul-14 08:07:05	216 LAKE DR	Kensington	E65	553
6	1401530	07-Jul-14 17:20:54	57 RICHARDSON DR	Kensington	E65	321
7	1401543	08-Jul-14 22:54:46	719 COVENTRY DR	Kensington	E65	321
8	1401562	11-Jul-14 09:17:33	262 YALE AVE	Kensington	E65	321
9	1401568	12-Jul-14 02:39:17	50 SUNSET DR	Kensington	E65	321
10	1401572	12-Jul-14 15:17:27	23 COWPER AVE	Kensington	E65	700
11	1401577	13-Jul-14 07:08:18	16 KENSINGTON CT	Kensington	E65	321
12	1401578	13-Jul-14 08:11:32	375 OCEAN VIEW AVE	Kensington	E65	321
13	1401582	13-Jul-14 17:35:11	290 GRIZZLY PEAK BLVD	Kensington	E65	321
14	1401595	14-Jul-14 19:44:27	63 HIGHLAND BLVD	Kensington	E65	321
15	1401598	15-Jul-14 10:59:21	AMHERST AVE	Kensington	E65	321
16	1401611	16-Jul-14 08:31:28	SUNSET DR	Kensington	E65	522
17	1401614	16-Jul-14 10:21:02	2 ARLINGTON CT	Kensington	E65	321
18	1401615	16-Jul-14 12:25:17	293 LEXINGTON RD	Kensington	E65	321
19	1401637	19-Jul-14 19:11:54	233 COLGATE AVE	Kensington	E65	321
20	1401644	20-Jul-14 20:01:16	223 TRINITY AVE	Kensington	E65	321
21	1401669	23-Jul-14 15:27:11	1 GARDEN DR	Kensington	E65	321
22	1401670	23-Jul-14 17:28:28	9 LENOX DR	Kensington	E65	321
23	1401676	24-Jul-14 10:07:03	7 SUNSET DR	Kensington	E65	522
24	1401689	25-Jul-14 17:14:56	285 LOS ALTOS DR	Kensington	E65	746
25	1401691	25-Jul-14 19:37:24	201 AMHERST AVE	Kensington	E65	743
26	1401696	26-Jul-14 14:13:36	205 COLUSA AVE	Kensington	E65	322
27	1401708	28-Jul-14 22:45:46	14 HIGHGATE RD	Kensington	E65	321
28	1401713	29-Jul-14 15:16:24	240 AMHERST AVE	Kensington	E65	321
29	1401720	30-Jul-14 08:04:40	44 AVON DR	Kensington	E65	444
30	1401725	30-Jul-14 21:54:28	337 BERKELEY PARK BLVD	Kensington	E65	321

31	1401726	31-Jul-14 04:34:44	38 HIGHGATE RD	Kensington	E65	321
32	1401731	31-Jul-14 12:51:39	88 NORWOOD AVE	Kensington	E65	651

* See Attached Table for Incident Type Explanations

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

Kensington Fire Protection District

Engine 65 Response Log for July 2014

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	1401472	01-Jul-14 18:13:08	11025 SAN PABLO AVE	El Cerrito	E65	113
2	1401475	02-Jul-14 06:09:06	216 LAKE DR	Kensington	E65	321
3	1401478	02-Jul-14 13:11:26	304 ARLINGTON AVE	Kensington	E65	321
4	1401486	03-Jul-14 12:51:32	7345 FAIRMOUNT AVE	El Cerrito	E65	321
5	1401494	03-Jul-14 21:07:05	10203 SAN PABLO AVE	El Cerrito	E65	118
6	1401520	06-Jul-14 17:45:36	2 ARLINGTON CT	Kensington	E65	321
7	1401523	06-Jul-14 22:24:46	225 AMHERST AVE	Kensington	E65	111
8	1401525	07-Jul-14 08:07:05	216 LAKE DR	Kensington	E65	553
9	1401530	07-Jul-14 17:20:54	57 RICHARDSON DR	Kensington	E65	321
10	1401537	08-Jul-14 10:15:23	420 EL CERRITO PLZ	El Cerrito	E65	321
11	1401538	08-Jul-14 11:53:51	713 MIDCREST WAY	El Cerrito	E65	321
12	1401543	08-Jul-14 22:54:46	719 COVENTRY DR	Kensington	E65	321
13	1401562	11-Jul-14 09:17:33	262 YALE AVE	Kensington	E65	321
14	1401568	12-Jul-14 02:39:17	50 SUNSET DR	Kensington	E65	321
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18	1401582	13-Jul-14 17:35:11	290 GRIZZLY PEAK BLVD	Kensington	E65	321
19	1401595	14-Jul-14 19:44:27	63 HIGHLAND BLVD	Kensington	E65	321
20	1401598	15-Jul-14 10:59:21	AMHERST AVE	Kensington	E65	321
21	1401611	16-Jul-14 08:31:28	SUNSET DR	Kensington	E65	522
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23	1401615	16-Jul-14 12:25:17	293 LEXINGTON RD	Kensington	E65	321
24	1401616	16-Jul-14 12:54:45	975 LENEVE PL	El Cerrito	E65	522
25	1401628	17-Jul-14 23:14:48	10203 SAN PABLO AVE	El Cerrito	E65	743
26	1401632	18-Jul-14 22:13:59	MOESER LANE	El Cerrito	E65	142
27	1401634	19-Jul-14 11:41:52	MOESER LANE	El Cerrito	E65	142
28	1401637	19-Jul-14 19:11:54	233 COLGATE AVE	Kensington	E65	321
29	1401644	20-Jul-14 20:01:16	223 TRINITY AVE	Kensington	E65	321
30	1401648	21-Jul-14 10:53:13	966 SEAVIEW DR	El Cerrito	E65	111

31	1401656	22-Jul-14 08:25:29	933 SHEVLIN DR	El Cerrito	E65	111
32	1401659	22-Jul-14 18:16:00	824 PARKWAY	El Cerrito	E65	111
33	1401669	23-Jul-14 15:27:11	1 GARDEN DR	Kensington	E65	321
34	1401670	23-Jul-14 17:28:28	9 LENOX DR	Kensington	E65	321
35	1401676	24-Jul-14 10:07:03	7 SUNSET DR	Kensington	E65	522
36	1401680	24-Jul-14 19:05:39	MOESER LN	El Cerrito	E65	600
37	1401683	25-Jul-14 12:36:53	923 EVERETT ST	El Cerrito	E65	321
38	1401689	25-Jul-14 17:14:56	285 LOS ALTOS DR	Kensington	E65	746
39	1401691	25-Jul-14 19:37:24	201 AMHERST AVE	Kensington	E65	743
40	1401696	26-Jul-14 14:13:36	205 COLUSA AVE	Kensington	E65	322
41	1401697	26-Jul-14 23:06:49	943 CONTRA COSTA DR	El Cerrito	E65	321
42	1401708	28-Jul-14 22:45:46	14 HIGHGATE RD	Kensington	E65	321
43	1401711	29-Jul-14 13:18:55	308 CARMEL AVE	El Cerrito	E65	440
44	1401713	29-Jul-14 15:16:24	240 AMHERST AVE	Kensington	E65	321
45	1401720	30-Jul-14 08:04:40	44 AVON DR	Kensington	E65	444
46	1401724	30-Jul-14 20:54:20	1006 KING DR	El Cerrito	E65	311
47	1401725	30-Jul-14 21:54:28	337 BERKELEY PARK BLVD	Kensington	E65	321
48	1401726	31-Jul-14 04:34:44	38 HIGHGATE RD	Kensington	E65	321
49	1401731	31-Jul-14 12:51:39	88 NORWOOD AVE	Kensington	E65	651

* See Attached Table for Incident Type Explanations

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



EL CERRITO FIRE DEPARTMENT

Memorandum

September 1, 2014

TO: Kensington Fire Protection District Board Members

FROM: Laurence Carr, Battalion Chief

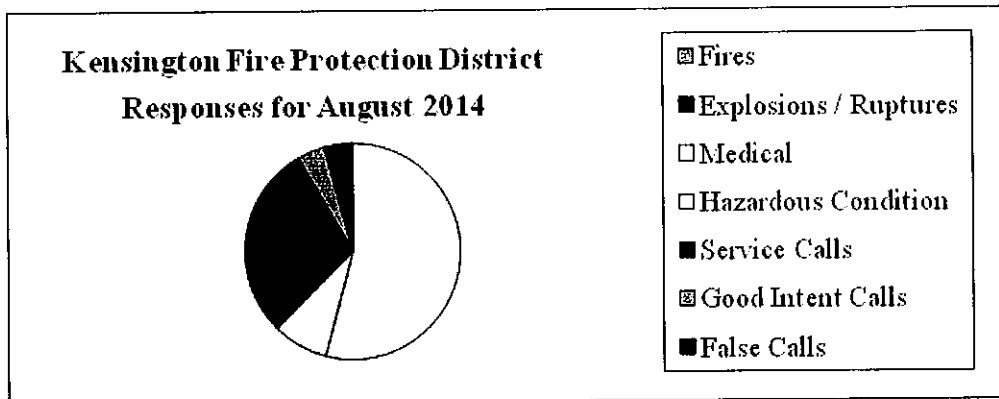
RE: Incident Activity Reports for the Month of August 2014

There were 24 incidents that occurred during the month of August in the community of Kensington. Please see the attached "Incident Log" for the dates and times, locations and incident type for the calls that the Fire Department responded to this past month. Total calls for E65 was 44 in all districts.

A potential hazmat spill occurred on August 28 at the South end of the business district on Arlington Ave. A bright green liquid was noted in the adjacent creek and surrounding areas. The liquid was found to be extending into Berkeley, so a Berkeley Battalion Chief was requested. After much investigation, the "spill" was linked to an EBMUD crew testing for leaks using a tracer material. EBMUD agreed to perform a clean-up.

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

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
Fires	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	0	0.00%
Explosions / Ruptures	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
Medical	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	13	54.17%
Hazardous Condition	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	2	8.33%
Service Calls	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	7	29.17%
Good Intent Calls	<i>(Cancelled En Route, Wrong Location)</i>	1	4.17%
False Calls	<i>(Wrong Company/Unit Dispatched)</i>	1	4.17%
Totals		24	100.00%



Kensington Fire Protection District Response Log for August 2014

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	1401755	04-Aug-14 09:29:31	719 COVENTRY DR	Kensington	E65	321
2	1401761	04-Aug-14 18:56:17	249 YALE AVE	Kensington	E65	520
3	1401763	04-Aug-14 23:02:04	50 LENOX DR	Kensington	E65	321
4	1401772	05-Aug-14 12:59:54	90 RINCON DR	Kensington	E65	331
5	1401783	07-Aug-14 07:27:06	293 LEXINGTON RD	Kensington	E65	321
6	1401785	07-Aug-14 12:16:13	134 WINDSOR AVE	Kensington	E72	321
7	1401794	08-Aug-14 21:20:46	333 COLUSA AVE	Kensington	E65	321
8	1401796	09-Aug-14 01:44:46	540 COVENTRY DR	Kensington	E65	700
9	1401806	10-Aug-14 14:06:13	293 LEXINGTON RD	Kensington	E65	321
10	1401820	13-Aug-14 18:28:35	62 ARLINGTON CT	Kensington	E65	444
11	1401826	14-Aug-14 17:39:38	HIGHLAND BLVD	Kensington	E65	522
12	1401830	15-Aug-14 01:13:51	49 NORWOOD AVE	Kensington	E65	321
13	1401831	15-Aug-14 01:15:14	134 WINDSOR AVE	Kensington	E72	321
14	1401840	15-Aug-14 20:10:35	11 KERR AVE	Kensington	E65	321
15	1401843	16-Aug-14 11:09:16	1601 OCEAN VIEW AVE	Kensington	E65	522
16	1401875	20-Aug-14 15:47:26	49 NORWOOD AVE	Kensington	E72	321
17	1401893	22-Aug-14 14:43:04	760 COVENTRY DR	Kensington	E65	520
18	1401913	24-Aug-14 16:47:21	149 ARDMORE DR	Kensington	E65	321
19	1401923	26-Aug-14 01:18:36	32 BEVERLY DR	Kensington	E65	522
20	1401939	28-Aug-14 06:20:19	216 LAKE DR	Kensington	E65	554
21	1401943	28-Aug-14 18:19:21	316 ARLINGTON AVE	Kensington	E365	422
22	1401956	29-Aug-14 23:56:39	38 ARDMORE DR	Kensington	E65	321
23	1401958	30-Aug-14 09:56:45	216 LAKE DR	Kensington	E65	553
24	1401960	30-Aug-14 19:10:31	67 EDGECROFT DR	Kensington	E65	672

* See Attached Table for Incident Type Explanations

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

Kensington Fire Protection District

Engine 65 Response Log for August 2014

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	1401743	02-Aug-14 18:15:41	1247 RICHMOND ST	El Cerrito	E65	321
2	1401746	03-Aug-14 00:08:33	816 CRAFT AVE	El Cerrito	E65	321
3	1401754	04-Aug-14 09:20:26	6420 FAIRMOUNT AVE	El Cerrito	E65	743
4	1401755	04-Aug-14 09:29:31	719 COVENTRY DR	Kensington	E65	321
5	1401761	04-Aug-14 18:56:17	249 YALE AVE	Kensington	E65	520
6	1401763	04-Aug-14 23:02:04	50 LENOX DR	Kensington	E65	321
7	1401772	05-Aug-14 12:59:54	90 RINCON DR	Kensington	E65	331
8	1401775	05-Aug-14 20:59:01	ROBERTA DR	El Cerrito	E65	321
9	1401777	05-Aug-14 22:37:12	10203 SAN PABLO AVE	El Cerrito	E65	743
10	1401779	06-Aug-14 13:16:25	701 SEAVIEW DR	El Cerrito	E65	412
11	1401783	07-Aug-14 07:27:06	293 LEXINGTON RD	Kensington	E65	321
12	1401794	08-Aug-14 21:20:46	333 COLUSA AVE	Kensington	E65	321
13	1401796	09-Aug-14 01:44:46	540 COVENTRY DR	Kensington	E65	700
14	1401799	09-Aug-14 14:06:56	4630 POTRERO AVE	Richmond	E65	311
15	1401806	10-Aug-14 14:06:13	293 LEXINGTON RD	Kensington	E65	321
16	1401814	12-Aug-14 08:59:33	719 GELSTON PL	El Cerrito	E65	321
17	1401816	12-Aug-14 17:42:07	801 SHEVLIN DR	El Cerrito	E65	321
18	1401820	13-Aug-14 18:28:35	62 ARLINGTON CT	Kensington	E65	444
19	1401826	14-Aug-14 17:39:38	HIGHLAND BLVD	Kensington	E65	522
20	1401830	15-Aug-14 01:13:51	49 NORWOOD AVE	Kensington	E65	321
21	1401840	15-Aug-14 20:10:35	11 KERR AVE	Kensington	E65	321
22	1401843	16-Aug-14 11:09:16	1601 OCEAN VIEW AVE	Kensington	E65	522
23	1401852	17-Aug-14 17:52:39	857 SEAVIEW DR	El Cerrito	E65	700
24	1401855	18-Aug-14 05:41:56	7900 CUTTING BLVD	El Cerrito	E65	740
25	1401871	19-Aug-14 15:33:22	805 KENSINGTON DR	El Cerrito	E65	522
26	1401872	19-Aug-14 20:02:27	1021 NAVELLIER ST	El Cerrito	E65	745
27	1401873	20-Aug-14 02:33:14	885 BATES AVE	El Cerrito	E65	321
28	1401876	20-Aug-14 18:56:06	7031 CUTTING BLVD	El Cerrito	E65	743
29	1401891	22-Aug-14 13:34:04	SAN PABLO AVE	El Cerrito	E65	143
30	1401893	22-Aug-14 14:43:04	760 COVENTRY DR	Kensington	E65	520

31	1401898	22-Aug-14 23:27:07	1190 E WILDCAT CANYON RD	Berkeley	E65	321
32	1401900	23-Aug-14 11:42:28	11025 SAN PABLO AVE	El Cerrito	E65	550
33	1401908	24-Aug-14 09:01:13	801 ARLINGTON AVE	El Cerrito	E65	651
34	1401913	24-Aug-14 16:47:21	149 ARDMORE DR	Kensington	E65	321
35	1401916	25-Aug-14 10:40:46	701 BALRA DR	El Cerrito	E65	321
36	1401923	26-Aug-14 01:18:36	32 BEVERLY DR	Kensington	E65	522
37	1401933	27-Aug-14 13:56:26	300 EL CERRITO PLZ	El Cerrito	E65	321
38	1401939	28-Aug-14 06:20:19	216 LAKE DR	Kensington	E65	554
39	1401949	29-Aug-14 11:33:03	8898 TERRACE DR	El Cerrito	E65	321
40	1401954	29-Aug-14 17:01:37	821 KENSINGTON DR	El Cerrito	E65	511
41	1401956	29-Aug-14 23:56:39	38 ARDMORE DR	Kensington	E65	321
42	1401957	30-Aug-14 06:57:54	118 SAN CARLOS AVE	El Cerrito	E65	746
43	1401958	30-Aug-14 09:56:45	216 LAKE DR	Kensington	E65	553
44	1401960	30-Aug-14 19:10:31	67 EDGECROFT DR	Kensington	E65	672

* See Attached Table for Incident Type Explanations

Type Series	Description
100	(Structure, Trash, Vehicle, Vegetation Fire)
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400	(Chemical Spills, Leaks, Down power Lines)
500	(Distress, Water/ Smoke/Odor Problems, Public Assists)
600	(Cancelled En Route, Wrong Location)
700	(Wrong Company/Unit Dispatched)

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	9/1/2014	BE000892057 Sep dental	7840 1061	1,189.07
01169	CalPERS	8/15/2014	14333549 Oct med	7840 1061	6,009.49
01406	KFPD	09/05/14	Reimburse revolving fund	7840 2490	11,754.45
01634	Vision Service Plan	08/21/14	001027770001 Sep vision	7840 1061	330.22
02120	City of El Cerrito	09/01/14	Sep fire protection	7840 2328	197,136.98
04152	Mail Stream	08/20/14	517878 fall newsletter	7840 2490	1,441.10
TOTAL					217,861.31

Kensington FPD Approval

Date: 9/15/14
[Signature]

September 5, 2014

To: KFPD Board Members

AGENDA ITEM 7

Fr: Brenda Navellier
KFPD Manager

Re: Monthly Financial Reports

The following financial reports are for an approximate six-week period, July 1 through August 12, 2014, reflecting the County's Period 1 reports.

A Balance Sheet and Revenue & Expense Previous Year Comparison have been provided. The Budget vs. Actual report has not been provided since the Board will be adopting the FY 14-15 budget at the September 10 meeting.

Kensington Fire Protection District
Balance Sheet
As of August 12, 2014

Aug 12, 14

ASSETS

Current Assets

Checking/Savings	
Petty Cash	200.00
KFPD Revolving Acct - Gen Fund	6,333.30
General Fund	584,485.72
Special Tax Fund	85,452.35
Capital Fund	4,993.77

Total Checking/Savings	681,465.14
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Accounts Receivable

Due from County for Reimb.	13,884.66
Advance on Taxes	2,815,785.36
Advance on Supplemental Taxes	33,659.44

Total Accounts Receivable	2,863,329.46
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Other Current Assets

Prepaid Services - EC	2,214,060.31
Prepaid Exp.	9,287.73
Prepaid CERBT - Retiree Trust	1,032,302.00
Investments	
Capital Replacement Funds	1,167,332.00
Fire Protect. Contract Reserves	2,360,834.00
Investments - Other	88,770.60

Total Investments	3,616,936.60
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Total Other Current Assets	6,872,586.64
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Total Current Assets	10,417,381.24
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Fixed Assets

Equipment	1,452,961.72
Accumulated Depreciation-Equip	-707,827.00
Land	5,800.00
Building and Improvements	2,006,389.30
Accumulated Depreciation - Bldg	-739,375.00

Total Fixed Assets	2,017,949.02
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TOTAL ASSETS	12,435,330.26
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LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	
Due to Revolving Acct - Gen Fnd	13,884.66
Due to Other - Issued by CCC	16,815.81

Total Accounts Payable	30,700.47
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Other Current Liabilities

El Cerrito Service Contract Pay	2,214,060.31
Wages & PR Taxes Payable	108.33

Total Other Current Liabilities	2,214,168.64
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Total Current Liabilities	2,244,869.11
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Total Liabilities	2,244,869.11
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Kensington Fire Protection District
Balance Sheet
As of August 12, 2014

	<u>Aug 12, 14</u>
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	2,391,902.84
Net Income	2,585,939.05
Total Equity	<u>10,190,461.15</u>
TOTAL LIABILITIES & EQUITY	<u><u>12,435,330.26</u></u>

**Kensington Fire Protection District
Revenue & Expense Prev Year Comparison**

July 1 through August 12, 2014

	Jul 1 - Aug 12, 14	Jul 1 - Aug 12, 13	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	2,815,785.36	2,669,715.69	146,069.67	5.5%
Other Tax Income	153.26	148.12	5.14	3.5%
Lease Agreement	0.00	15,757.00	-15,757.00	-100.0%
Salary Reimbursement Agreement	4,141.23	3,975.54	165.69	4.2%
Total Income	2,820,079.85	2,689,596.35	130,483.50	4.9%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	1,796.45	1,760.39	36.06	2.1%
El Cerrito Contract Fee	201,278.21	196,736.13	4,542.08	2.3%
Risk Management Insurance	1,309.00	1,309.00	0.00	0.0%
Professional Fees				
Accounting	162.50	0.00	162.50	100.0%
Total Professional Fees	162.50	0.00	162.50	100.0%
Total OUTSIDE PROFESSIONAL SERVIC...	204,546.16	199,805.52	4,740.64	2.4%
RETIREE MEDICAL BENEFITS				
PERS Medical	12,816.24	8,544.20	4,272.04	50.0%
Delta Dental	1,128.94	1,093.30	35.64	3.3%
Vision Care	298.34	298.30	0.04	0.0%
Total RETIREE MEDICAL BENEFITS	14,243.52	9,935.80	4,307.72	43.4%
COMMUNITY SERVICE ACTIVITIES				
Public Education	96.00	115.63	-19.63	-17.0%
Vial of Life Program	0.00	114.27	-114.27	-100.0%
Open Houses	0.00	199.57	-199.57	-100.0%
Total COMMUNITY SERVICE ACTIVITIES	96.00	429.47	-333.47	-77.7%
DISTRICT ACTIVITIES				
Firefighters' Expenses	1,078.95	0.00	1,078.95	100.0%
Professional Development	0.00	67.68	-67.68	-100.0%
Building Maintenance				
Janitorial Service	210.00	0.00	210.00	100.0%
Medical Waste Disposal	226.92	215.30	11.62	5.4%
Gardening service	0.00	120.00	-120.00	-100.0%
Miscellaneous Maint.	1,748.00	-106.00	1,854.00	1,749.1%
Total Building Maintenance	2,184.92	229.30	1,955.62	852.9%
Building Utilities/Service				
Gas and Electric	1,414.60	706.24	708.36	100.3%
Total Building Utilities/Service	1,414.60	706.24	708.36	100.3%
Memberships	50.00	600.00	-550.00	-91.7%
Office				
Office Expense	580.56	28.46	552.10	1,939.9%
Office Supplies	259.39	85.99	173.40	201.7%
Telephone	583.48	484.76	98.72	20.4%
Total Office	1,423.43	599.21	824.22	137.6%
Total DISTRICT ACTIVITIES	6,151.90	2,202.43	3,949.47	179.3%
Staff				
Wages	6,258.76	6,257.32	1.44	0.0%
Longevity Pay	1,000.00	0.00	1,000.00	100.0%
Medical/dental Ins compensation	650.00	600.00	50.00	8.3%
Retirement Contribution	475.66	312.86	162.80	52.0%
Payroll Taxes	555.30	478.70	76.60	16.0%
Payroll Processing	163.50	104.80	58.70	56.0%
Total Staff	9,103.22	7,753.68	1,349.54	17.4%
Total Expense	234,140.80	220,126.90	14,013.90	6.4%
Net Ordinary Income	2,585,939.05	2,469,469.45	116,469.60	4.7%
Other Income/Expense				
Other Income				
Transfers In - General	0.00	589.67	-589.67	-100.0%
Total Other Income	0.00	589.67	-589.67	-100.0%
Other Expense				
Transfers Out - Capital	0.00	589.67	-589.67	-100.0%
Total Other Expense	0.00	589.67	-589.67	-100.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	2,585,939.05	2,469,469.45	116,469.60	4.7%

CHIEF'S REPORT

**KENSINGTON FIRE PROTECTION DISTRICT
MEMORANDUM**

September 2014

TO: President and Board Members, Kensington Fire Protection District

FROM: Lance J. Maples, Fire Chief

SUBJECT: **Fire Chief's Report**

Mutual Aid Provided by Fire Department

On July 19th, Captain Janes was deployed as an Incident Communication Manager to the South Carlton Fire in the State of Washington. During this assignment, Captain Janes worked on many different communication projects to include temporary radio sites, daily incident communication plans and operational radio deployments. We are happy to report that Captain Janes returned from the incident on August 3rd for a short period of recuperation and was redeployed on August 18th to the July Complex Fire in the Klamath National Forest, also working as a Communication Manager.

On August 2nd, Engine 372 and Strike Team Leader Gibson were deployed to the Lodge Fire in Mendocino County. Shortly after this request, OES 300 was deployed to the Bald Fire in Shasta County. On August 3rd, OES 300 was reassigned to the Eiler Fire, also in Shasta County. Both of these engines were very busy working on fire suppression and mop up operations for the entire duration of their assignment. A crew rotation took place on August 9th for OES 300 to allow for the OES 300 crew to return home after an eight day assignment. OES 300 was released on August 14th. The members of Engine 372, worked through their entire assignment, returning home August 17th. Fire Administration is happy to report that all members of the Department that participated in this lengthy assignment encountered no injuries.

Insurance Service Organization (ISO) Analysis of the El Cerrito/Kensington Fire Suppression Service Area

ISO is an insurance industry group which collects and evaluates information from communities in the United States on their structural fire suppression capabilities. The data is analyzed using ISO's Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC) number is assigned. The rating schedule rates from 1-10, a Class 1 represents an exemplary fire suppression program and a Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC plays an important role in the underwriting process at insurance companies. In fact, most US insurers use the PPC information as part of their decision making when deciding what businesses they will write coverages for and the prices to charge for personal or commercial property insurance.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A communities PPC depends on:

- **Needed Fire Flow**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

We are happy to report that the PPC for the El Cerrito/Kensington Fire Protection Service Area improved from a 3 to a 2 during this most recent review. We attribute this improvement to our continued focus on training, communications, water supply and staffing.

It gives us great pleasure to report that our Fire Department is one of only 62 Class 2 Departments in the State, which has a total of 988 Fire Departments

NEW BUSINESS

RESOLUTION 14-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT ADOPTING THE FINAL COMBINED BUDGET FOR REVENUE, OPERATING EXPENDITURES, AND CAPITAL IMPROVEMENT EXPENDITURES FOR FISCAL YEAR 2014-2015

WHEREAS, the Board of Directors of the Kensington Fire Protection District has developed and adopted by Resolution on June 11, 2014 a preliminary Combined Revenue, Operating Expense and Capital Improvement Budget for Fiscal Year 2014-2015; and

WHEREAS, the Board of Directors of the Kensington Fire Protection District has approved or otherwise established the amount budgeted for the annual fee for services from the City of El Cerrito for Fiscal Year 2014-2015; and

WHEREAS, the preliminary Combined Revenue, Operating Expense and Capital Improvement Budget adopted by the Board of Directors of the Kensington Fire Protection District under Resolution 14-04 is subject to final adoption by the Board of Directors; and

WHEREAS, in conformance with the laws of the State of California, the Kensington Fire Protection District did post a notice of a public meeting on the adoption of the Final Budget for Fiscal Year 2013-2014 at least 14 days prior to September 10, 2014; and

WHEREAS, the laws of the State of California require the Kensington Fire Protection District to adopt a final budget for the 2014-2015 fiscal year, a copy of which is attached to and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Kensington Fire Protection District hereby adopts the Combined Revenue, Operating Expense and Capital Improvement Budget of the Kensington Fire Protection District for Fiscal Year 2014-2015, a copy of which is attached to and made part of this resolution.

* * * * *

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District Board of Directors on the 10th day of September 2014 by the following vote of the Board:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:

Janice Kosel, President

ATTEST:

Larry Nagel, Secretary

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET

Fiscal Year 2014-2015

	FY 2013-2014 <u>Budget</u>	FY 2013-2014 <u>Est. Actual</u>	FY 2014-2015 <u>Budget</u>	FY 2015-2016 <u>Planning</u>
REVENUE BUDGET				
Property Taxes	2,765,000	2,982,111	2,982,110	3,011,930
Special Taxes	200,395	200,428	200,428	200,430
Other tax income	33,000	28,107	30,000	31,000
Interest income	8,000	7,481	6,000	7,000
Lease agreement	31,514	31,514	1	1
Salary reimb agreement	48,655	47,706	51,136	50,880
Grant revenue - Airpacks	54,934	62,246	0	0
Grant revenue - Ladder Truck	285,469	285,469	0	0
Miscellaneous income	0	14,266	0	0
Total Revenue	3,426,967	3,659,328	3,269,675	3,301,241
OPERATING EXPENSE BUDGET				
	FY 2013-2014 <u>Budget</u>	FY 2013-2014 <u>Est. Actual</u>	FY 2014-2015 <u>Budget</u>	FY 2015-2016 <u>Planning</u>
OUTSIDE PROFESSIONAL SERVICES				
Accounting	4,500	3,544	4,500	4,725
Actuarial Valuation	3,500	2,500	0	3,000
Audit	12,000	12,000	13,000	13,000
CC County Expenses	32,635	32,038	33,640	35,321
EI Cerrito Contract	2,360,834	2,360,834	2,415,339	2,536,105
Fire Abatement Contract	8,000	865	8,000	8,000
Insurance - Risk Mgmt	10,600	10,601	11,525	12,100
LAFCO Fees	1,620	1,760	1,850	1,850
Legal Fees	30,000	2,555	30,000	30,000
Water System Improvements **	20,000	0	380,000	20,000
Wildland Vegetation Mgmt	10,000	9,905	10,000	10,000
RETIREE MEDICAL BENEFITS				
PERS Medical (OPEB cost)	51,265	51,265	19,970	21,380
Delta Dental	6,560	6,560	2,555	2,735
Vision Care	1,790	1,790	695	745
COMMUNITY SERVICE ACTIVITES				
Public Education	13,000	8,372	13,000	13,000
Community Pharmaceutical Drop-Off	3,000	1,305	2,500	2,500
Vial of Life Program	250	114	250	250
CERT Emergency Kits	3,000	3,173	3,330	3,330
Open Houses	1,000	287	750	900
Community Shredder	1,000	805	1,000	1,000
DISTRICT ACTIVITIES				
Professional Development	5,500	3,178	5,500	5,500
District Office				
Office expense	3,500	1,583	3,500	3,500
Office supplies	2,500	722	2,500	2,500
Telephone	5,795	6,327	6,645	6,975
Election	0	0	1,000	1,000
Firefighter's Apparel	1,600	617	1,500	1,575
Firefighters' Expenses	5,000	1,940	5,000	5,000
Engine Rescue Equipment	6,000	6,000	0	0
Staff Appreciation	2,500	1,487	2,500	2,500
Memberships	6,000	6,519	6,845	7,000
P/S Building				
Gardening service	1,500	1,810	1,900	2,000
Building alarm	2,000	1,696	2,000	2,000
Medical waste disposal	7,230	2,638	4,000	4,200
Janitorial	1,500	1,243	1,500	1,500
Misc. Maint/Improvements	12,000	12,183	12,500	12,500
PG&E	7,000	6,860	7,205	7,565
Water/Sewer	1,500	1,251	1,315	1,550

September 10, 2014

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET

Fiscal Year 2014-2015

Garbage	885	958	1,005	1,055
Staff				
Wages	75,105	75,105	75,110	76,610
Longevity Pay	0	0	1,000	1,000
Overtime Wages	2,600	542	1,300	1,325
Vacation Wages Accrual Adjustment	1,650	-1,131	2,855	36
Medical/dental insurance compensation	7,200	7,200	7,800	8,190
Retirement Contribution	3,755	3,755	5,710	5,820
Payroll Taxes	6,745	6,004	6,693	6,840
Insurance - Workers Comp/Life	1,500	1,612	1,695	1,780
Processing	1,355	1,342	1,410	1,480
Operating Contingency Fund	<u>25,000</u>	<u>0</u>	<u>25,000</u>	<u>25,000</u>
Total Operating Expense	2,771,472	2,661,712	3,146,888	2,915,941
Capital Outlay				
Airpacks	68,667	77,807	0	0
Ladder Truck	317,187	317,187	0	0
Type I Engine	0	0	632,000	0
Firefighter qtrs/equip	15,000	13,715	15,000	15,000
Apparatus Bay Construction	0	0	200,000	0
Office Furniture/Computers	<u>5,000</u>	<u>1,471</u>	<u>5,000</u>	<u>5,000</u>
Total Capital Outlay	405,854	410,180	852,000	20,000
TOTAL EXPENDITURES	3,177,326	3,071,892	3,998,888	2,935,941

Notes: The standard expenditure increase is 5% unless otherwise indicated or unless policy decisions mandated.

** For FY14/15, the total estimated cost of the Columbia improvement project is \$450,000. EBMUD will rebate 20% upon completion.

Designated Funds (see attached schedules)

Engine Replacement Fund	93,455	93,455	93,455	117,860
Public Safety Building Fund	<u>104,000</u>	<u>104,000</u>	<u>108,160</u>	<u>112,486</u>
	197,455	197,455	201,615	230,346
	FY 2013-2014	FY 2013-2014	FY 2014-2015	FY 2015-2016
	<u>Budget</u>	<u>Est. Actual</u>	<u>Budget</u>	<u>Planning</u>
Beginning Cash	5,007,928	4,981,980	5,592,768	4,863,555
Revenue	3,426,967	3,659,328	3,269,675	3,301,241
Operating Expenditures	-2,771,472	-2,661,712	-3,146,888	-2,915,941
Capital Expenditures	-405,854	-410,180	-852,000	-20,000
Accrual to Cash Adjustment		23,352		
<u>ENDING CASH</u>	5,257,568	5,592,768	4,863,555	5,228,856
<i>Cumulative Designated Funds</i>				
Capital Replacement Funds	-1,167,332	-1,167,332	-736,285	-966,631
Prepaid CERBT - Retiree Trust	-1,092,899	-1,020,819	-1,020,819	-1,020,819
El Cerrito Contract 12 month set aside	-2,360,834	-2,360,834	-2,415,339	-2,536,105
<u>AVAILABLE CASH</u>	636,503	1,043,783	691,113	705,300

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET
 Fiscal Year 2014-2015

SCHEDULE FOR REPLACEMENT OF EQUIPMENT

Type I Vehicle Cost	Estimated Cost 15 yrs/4%	Fiscal Year	Yearly Contribution To Cap. Fund	Accumulated Funds	Type III Vehicle Cost	Estimated Cost 15 yrs/4%	Fiscal Year	Yearly Contribution To Cap. Fund	Accumulated Funds
	\$543,700					\$540,094			
\$123,464		99-00							
\$178,435		00-01	30,832	30,832					
		01-02	36,633	67,465					
		02-03	36,633	104,098	\$94,000		02-03		
		03-04	36,633	140,731	\$205,895		03-04		
		04-05	36,633	177,364			04-05	32,860	32,860
		05-06	36,633	213,997			05-06	32,860	65,720
		06-07	36,633	250,630			06-07	32,855	98,575
		07-08	36,633	287,263			07-08	36,793	135,368
		08-09	36,633	323,896			08-09	36,793	172,161
adjust to	\$632,660	09-10	51,461	375,357	adjust to	\$592,100	09-10	41,994	214,155
		10-11	51,461	426,818			10-11	41,994	256,149
		11-12	51,461	478,279			11-12	41,994	298,143
		12-13	51,461	529,740			12-13	41,994	340,137
		13-14	51,461	581,201			13-14	41,994	382,131
		14-15	<u>51,461</u>	632,662			14-15	41,994	424,125
			632,662				15-16	41,994	466,119
							16-17	41,994	508,113
							17-18	41,994	550,107
							18-19	<u>41,994</u>	592,101
								592,101	

KFPD COMBINED REVENUE, EXPENSE AND CAPITAL BUDGET
Fiscal Year 2014-2015

SAVINGS SCHEDULE FOR BUILDING IMPROVEMENTS/RENOVATION

Adjusted for 4% Inflation	Fiscal Year	Yearly Contribution	Accumulated Reserves
	12-13	100,000	100,000
	13-14	104,000	204,000
	14-15	108,160	312,160
	15-16	112,486	424,646
	16-17	116,986	541,632
	17-18	121,665	663,298
	18-19	126,532	789,829

* Based on historical building expenditures, KFPD will be setting aside \$100,000 per fiscal year to accumulate funds to be available for future building improvements/major repairs.

MARVIN COLLINS CONSTRUCTION

Established 1944

PROPOSAL

KENSINGTON FIRE DEPARTMENT
217 ARLINGTON AVENUE
KENSINGTON, CA 94707
ATTN: BRENDA NAVELLIER - MANAGER

JULY 21, 2014

PROJECT LOCATION: KENSINGTON FIRE DEPARTMENT
217 ARLINGTON AVENUE
KENSINGTON, CA 94707

PER YOUR REQUEST, WE PROVIDE THE FOLLOWING PROPOSAL, UPON ACCEPTANCE, MARVIN COLLINS CONSTRUCTION WILL COMPLETE THE FOLLOWING SCOPE OF WORK.

SCOPE OF WORK

PER YOUR REQUEST, MARVIN COLLINS CONSTRUCTION WILL PROVIDE ADDITIONAL CONSTRUCTION DOCUMENTS FOR THE REMODELING AT THE EQUIPMENT BAYS. IN ADDITION TO THE ORIGINAL SCOPE OF WORK SUCH NEW SERVICES SHALL INCLUDE DRAWINGS FOR REMOVAL OF THE EXISTING WALL AND CEILING FINISH MATERIALS INCLUDING ALL EXISTING ATTACHMENTS SUCH AS CONDUITS, MOTORS AND REINSTALLATION OF ORIGINAL ATTACHMENTS AND NEW LIGHTING FIXTURES.

OUR SERVICES WILL INCLUDE FIELD MEASURING, PHOTOGRAPHING, AND DRAWING THE EXISTING CONDITIONS, A DEMOLITION PLAN, NEW FLOOR PLAN AND ELEVATIONS, SECTIONS, AND CONSTRUCTION DETAILS. ALSO INCLUDED WILL BE SEVERAL SITE VISITS AND MEETINGS WITH CITY STAFF.

EXCLUDED FROM THIS PROPOSAL ARE:

1. ACTUAL CONSTRUCTION OF ANY KIND
2. ENGINEERING
3. PERMITS & FEES
4. PROJECT MANAGEMENT
5. COORDINATION OF PRE BID MEETING
6. COORDINATION OF BID PROCESS, RFI'S AND SUBMITTAL REVIEW

THE ADDITIONAL ARCHITECTURAL SERVICES AS DESCRIBED ABOVE WILL BE COMPLETED
FOR A TOTAL AMOUNT OF \$ 9,360

THIS PROPOSAL IS VALID FOR 30 DAYS

SUBMITTED BY: _____
RANDY SANCHEZ

ACCEPTED BY: _____
BRENDA NAVELLIER

226 Linus Pauling Drive · Suite A · Hercules, California 94547
(510) 741-2100 · Fax (510) 741-2105 · Contractors License #413024

MARVIN COLLINS CONSTRUCTION
Established 1944

KENSINGTON FIRE DEPARTMENT
217 ARLINGTON AVENUE
KENSINGTON, CA 94707
ATTN: BRENDA NAVELLIER - MANAGER

SEPTEMBER 3, 2014

PROJECT LOCATION: KENSINGTON FIRE DEPARTMENT
217 ARLINGTON AVENUE
KENSINGTON, CA 94707

BRENDA:

PER YOUR REQUEST, I HAVE TALKED WITH A STRUCTURAL ENGINEER REGARDING THE CONDITION OF THE APPARATUS BAY CONCRETE SLAB FLOOR. SPECIFICALLY I HAVE DISCUSSED THE EXISTING CONDITIONS INCLUDING THE EXCESSIVE CRACKING AND ALSO THE EXTENSIVE MOVEMENT THAT OCCURS WHEN THE TRUCKS ENTER AND EXIT THE BAYS.

BASED ON MY DISCUSSIONS WITH DAVID WILSON AT C & D ENGINEERING, I AM FORWARDING THE FOLLOWING BUDGET FIGURES:

- | | |
|---|--------------------------|
| 1. INITIAL SITE VISIT | \$ 500.00 |
| 2. REPORT BASED ON INITIAL SITE VISIT | \$ 1,000.00 |
| 3. ENGINEERING AND DESIGN DRAWINGS FOR CORRECTIONS
NEEDED TO THE CONCRETE SLAB FLOOR | \$5,000.00 TO \$7,000.00 |

SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS INFORMATION, PLEASE DO NOT HESITATE TO CONTACT ME.

RESPECTFULLY SUBMITTED,

MARVIN COLLINS CONSTRUCTION



RANDY SANCHEZ
VICE PRESIDENT



August 28, 2014

Ms. Brenda Navellier
Administrator
Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707

Re: Owner Representative Services – Apparatus Bay Project

mack⁵ Services:

Dear Ms. Navellier:

In accordance with your request, we are providing a fee proposal for the above referenced assignment.

Background

The Kensington Fire Protection District (KFPD) requires assistance with reconfiguring their fire station's existing apparatus bay to ensure sufficient space for a new engine that will be delivered next year. In the course of planning this project, asbestos was found throughout the apparatus bay. The sheetrock in the entire area needs to be removed/abated and replaced to code. In the course of the project, KFPD also desires to review existing uneven flooring in the apparatus bay for potential mitigation.

We understand that construction will run approximately six to eight weeks, with a total project budget of approximately \$200,000, both exclusive of the flooring issue.

Services

Our tasks will include:

1. Review existing architect and contractors proposals
2. Assist with permitting
3. Manage bid/award process:
 - Publish bid documents and addendums as necessary
 - Conduct pre-bid meeting
 - Review/analyze bids
 - Assist KFPD in awarding bid and contracting with selected contractor
4. Review/respond to contractor's submittals and RFIs
5. Monitor work progress
6. Review contractor's applications for payment and recommend payment approvals to KFPD
7. Assist KFPD in reviewing existing condition of uneven floor
8. Other tasks as requested/required

Owner's Representative

Project Management

Construction Management

Cost Management

Cost Planning

mack⁵

Headquarters
1900 Powell Street
Suite 470
Emeryville, CA 94608

Richmond Office
322 Harbour Way
Suite 16
Richmond, CA 94801

phone 510.595.3020
fax 510.595.1755

Hourly Rate

Paul Beamer
Senior Project Manager \$ 165

Fee Allowance

We propose a time-expended fee allowance of approximately 8 hours per week, for 12 weeks of services (to allow for start-up and close-out), or 100 hours. At the rate of \$165 per hours, the fee allowance will be \$16,500.

Additional Services

Our Fee Allowance is based on a limited allowance of 100 hours for the Services. Additional hours incurred beyond those allowed will be deemed additional services, requiring additional fees to be mutually agreed with KFPD.

Reimbursable Expenses

The cost of reproductions, deliveries and travel expenses (for travel outside a radius of 50 miles of our Emeryville office) will be charged at cost plus ten percent (10%).

Extension of Term of Agreement

The CONSULTING AGREEMENT ("Agreement") between Macks Craic Inc. d/b/a mack5 and Kensington Fire Protection District dated May 13, 2010 is hereby extended to December 31, 2014.

Terms & Conditions

Should the scope of Services be altered we reserve the right to adjust our fee accordingly. Acceptance and agreement by KFPD to the content of this Proposal hereby incorporate it as Basic Services under the Agreement.

Please feel free to call me with any questions you may have regarding this proposal.

Kind regards,



Eve Nelson
Principal
enelson@mack5.com

Accepted and Agreed by KFPD:

By: _____

Printed Name: _____

Title: _____

Date: _____



M A C K 5 CONSULTING AGREEMENT

This agreement is made by and between Macks Craic Inc., a California corporation, d/b/a MACK5 ("Project Manager"), with its principal place of business located at 1900 Powell Street, Suite 470, Emeryville, CA 94608, and Kensington Fire Protection District (KFPD), with its principal place of business located at 217 Arlington, Kensington, CA 94708.

WHEREAS, KFPD desires to hire Project Manager to provide services to KFPD and Project Manager desires to render such services to KFPD.

THEREFORE, it is agreed as follows:

ARTICLE I DEFINITIONS

The following terms as used herein shall have the following meanings:

- a. "Agreement" means this agreement. This Agreement, together with the Proposal (as defined in paragraph 3.1 below and attached hereto) constitutes the entire agreement of the parties, and supercedes all prior agreements, whether written or oral. No modifications of this Agreement shall be effective unless set forth in writing, signed by both parties hereto. To the extent of any conflicts between the terms of the Proposal and the terms of this agreement, the terms of this agreement shall control.
- b. "Services" mean the work to be performed as described under Article III.
- c. "Starting Date" (December 2, 2009) means the date at which time the Services commenced and is the date from which the periods of time set forth shall begin to run.
- d. "Term of Agreement" means the period of time that commences with the Starting Date and ends March 31, 2011. The Term of Agreement may be extended by mutual agreement of the parties.

ARTICLE II PROJECT MANAGER'S SERVICES AND RESPONSIBILITIES

The Project Manager covenants with KFPD to further the interests of KFPD by furnishing the Project Manager's skill and judgment in co-operation with, and in reliance upon (if applicable), the services of an architect. The Project Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of KFPD.

ARTICLE III
SERVICES

The Project Manager's Services consist of:

3.1 Basic Services ("Basic Services"), as to both scope and hours, as outlined in the proposals dated December 2, 2009 and February 3, 2010, (the "Proposal"), collectively the "Project."

3.2 Additional Services

The following Additional Services shall be performed upon authorization in writing from KFPD and shall be paid for as provided in Article V of this Agreement, in addition to basic services, at the hourly rates set forth in the Proposal.

3.2.1 Any hours expended by the Project Manager beyond those stated in the Proposal shall require KFPD's written authorization for Additional Services. In such case, the Project Manager shall cease work until such time as Additional Services are authorized.

3.2.2 Services directly related to tenant-furnished furniture, furnishings and equipment that are not a part of the Project.

3.2.3 Consultation on replacement of work damaged by fire or other cause during construction, and furnishing services in conjunction with replacement of such work.

3.2.4 Services made necessary by the default of a Contractor.

3.2.5 Recruiting or training maintenance personnel.

3.2.6 Performing the following services in connection with claims or disputes asserted against the Client or the Client's interest in the Project:

- a. Provide detailed written analysis any claim or dispute to Client preceding any action upon the claim.
- b. Represent the Client's interests in any negotiation, mediation, arbitration or litigation regarding such claims or disputes with claimants, Project Team members, insurance companies, sureties, or legal representatives of same (provided however, that Project Manager shall not be authorized to take any actions binding on Client in connection with any asserted disputes or claims without Client's prior authorization). Project Manager's hourly rate for such services shall be 150% of the hourly rates set forth in the Proposal.
- c. Provide expert witness testimony if required (provided, however, that travel time related to expert witness testimony shall not be charged as additional compensation). Project Manager's hourly rate for such services shall be 150% of the hourly rates set forth in the Proposal.

3.2.7 Providing any services other than Basic Services that are necessary to assist KFPD in achieving the Project objectives set forth in the Proposal.

ARTICLE IV
REIMBURSABLE EXPENSES

- 4.1 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services made by the Project Manager in the interest of the Project for the expenses listed in the following subparagraphs. Reimbursable Expenses shall be invoiced to KFPD at actual cost plus ten percent (10%).
- 4.1.1 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.
- 4.1.2 Expense of data processing and photographic production techniques when used in connection with Additional Services.
- 4.1.3 Other Reimbursable Expenses as required for completion of the project.

ARTICLE V
PAYMENT TO THE PROJECT MANAGER

5.1 Payments on Account of Basic Services

Payments for Basic Services shall be made, within forty-five (45) days of invoice date for services rendered, and invoices shall be submitted no more frequently than monthly. Payments and invoices shall be in accordance with the Proposal and Section 13.1 below.

5.2 Additional Payments on account of Project Manager's Services

Payments on account of Project Manager's Additional Services and Reimbursable Expenses shall be made within forty-five (45) days of invoice date for services rendered, and invoices shall be submitted no more frequently than monthly.

5.3 Project Suspension or Abandonment

If the Project is suspended or abandoned in whole or in part, the Project Manager shall be compensated for all services performed prior to receipt of written notice from KFPD of such suspension or abandonment, together with Reimbursable Expenses.

ARTICLE VI
KFPD RESPONSIBILITIES

- 6.1 KFPD shall retain an Architect whose services, duties and responsibilities are described in the agreement between KFPD and the Architect. The terms and conditions of KFPD-Architect agreement shall not be modified without written notice to the Project Manager. Actions taken by the Architect, as agent for KFPD, shall be the acts of KFPD and the Project Manager shall not be responsible for them.
- 6.2 KFPD shall furnish, or cause to be furnished, structural, mechanical, chemical, and other laboratory tests, inspections, and reports as required by law or the Contract Documents.
- 6.3 KFPD shall furnish such legal and insurance counseling services as may be necessary for the Project, as KFPD may deem necessary. KFPD shall provide insurance, or cause insurance to be provided for, the Project.

- 6.4 If KFPD observes or otherwise becomes aware of any fault or defect in the Project, or non-conformance with the contract Documents, prompt written notice thereof shall be given by KFPD to the Project Manager and the Architect. KFPD shall furnish the required information and the services and shall render approvals and decisions as expeditiously as practicable for the orderly progress and the Project Manager's services and the Work of the Architect and the Contractors.

ARTICLE VII PROJECT MANAGER OBLIGATIONS

- 7.1 Project Manager accepts the relationship of trust and confidence established between it and KFPD by this Agreement, and covenants to carry out the Services set forth in Article III with due diligence, using its best skill, care and judgment in accordance with the highest professional standards in furthering the interests of KFPD so as to promote the purpose of this Agreement, including performance of joint activities required to be performed under this Agreement. Project Manager shall, in all professional matters, act as a faithful advisor to KFPD, and shall exert best efforts to perform its services in the most efficient, expeditious and economical manner consistent with the interest of KFPD.
- 7.2 Conformity to Local Laws Project Manager shall conform in all respects to provisions of any regulation, law or ordinance of any federal, state, local or duly constituted authority. Project Manager shall refrain from engaging in any activity that may adversely affect, impede or impair the progress of the project and its final completion.
- 7.3 Insurance Project Manager shall obtain at its sole expense medical, liability, workers compensation and all other insurance for the term of this Agreement, as follows: Workmen's Compensation in accordance with the laws of the State of California, and Employer's Liability in an amount no less than \$1,000,000; Comprehensive General Liability, including Bodily Injury Liability in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit of liability; Comprehensive Automobile Liability, including a combined single limit for Bodily Injury Liability and Property Damage coverage in an amount not less than \$1,000,000 for each person in any one accident, and \$1,000,000 aggregate limit for injuries sustained by two or more persons in one accident. Project Manager shall furnish KFPD with certificates of insurance evidencing compliance with the minimum requirements set forth above. Each certificate shall provide that it will not be cancelled without at least (30) days' prior written notice to KFPD. KFPD shall be named as an additional insured on all liability policies obtained by Project Manager pursuant to the provisions of this Agreement. Each insurance policy shall provide that the policy and the coverage provided shall be primary and that any coverage carried by KFPD shall be non-contributory with respect to policies carried by Project Manager.

ARTICLE VIII TERMINATION OF AGREEMENT

8.1 Right of Termination

8.1.1 By Project Manager

Project Manager may terminate this Agreement for any reason upon fifteen (15) days' prior written notice to KFPD. Project Manager shall be entitled to receive and shall be paid, at the normal billing rates as described in Article 13.1, for all services completed and costs incurred prior to the effective date of termination. Also, Project Manager shall be entitled to compensation, costs and expenses, based on the normal billing rates, incurred in bringing the services to an orderly conclusion after such termination date, which shall include costs relating

to Project Manager and its' subcontractor's and/or consultant's commitments incurred prior to the effective date of termination.

8.1.2 By KFPD

KFPD shall have the right to terminate this Contract with or without any cause by giving written notice to Project Manager of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination; KFPD shall compensate the Project Manager as described in Article 8.1.1.

8.2 Cessation of Work: Deliveries

Upon the effective date of any termination notice delivered pursuant to this Article VIII, Project Manager shall: (a) discontinue all work affected (unless the notice directs otherwise), and (b) deliver to KFPD pursuant to Article XIV all notes, data, drawings, specifications, reports, summaries, and such other information and materials as may have been developed or accumulated by Project Manager in performing its obligations hereunder, whether completed or in process and (c) shall otherwise cooperate with KFPD in the orderly conclusion of services hereunder, including, without limitation, assigning any subcontracts or consulting agreement as required by KFPD.

ARTICLE IX
CONFIDENTIAL INFORMATION

9.1 Definition

Confidential Information means all information relating to any Project which is: (a) disclosed in any manner to Project Manager or (b) compiled or developed by Project Manager. Information otherwise publicly available shall not be considered Confidential Information.

9.2 Covenants

Project Manager shall treat all Confidential Information as confidential, and shall not disclose Confidential Information to any person or entity or use Confidential Information, either before or after termination of this Agreement, except: (a) to the extent necessary in order for the Project Manager to perform its duties hereunder; (b) as authorized in writing by KFPD; or (c) as required by law or statute.

ARTICLE X
REPRESENTATIVES

10.1 KFPD Representative

KFPD hereby designates KFPD's representative as Brenda Navellier or such other person as KFPD may hereafter designate in writing to Project Manager as KFPD's Representative with full power and authority to act on behalf of KFPD in connection with this Agreement.

10.2 Project Manager Representatives

Project Manager hereby designates Project Manager's Representatives as Joe Blanco, or such other person acceptable to KFPD as Project Manager may hereafter be designated in writing to KFPD as Project Manager's Representative with full power and authority to act on behalf of Project Manager in connection with the Agreement.

ARTICLE XI
DISPUTE RESOLUTION

11.1 Resolution of Claims and Disputes

11.1.1 Any dispute arising out of or relating to the negotiation, performance, non-performance, breach or any other aspect of this Agreement, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

11.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

11.1.3 The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.2 Dispute Resolution Procedures

11.2.1 Dispute resolution: Before invoking the dispute resolution mechanism set forth in Article II of this Agreement, a party shall serve on the other party to the Agreement: (a) written notice of the claim, specifying the exact amount claimed and the provision of the Agreement or other authority for the claim; and (b) copy of all supporting documents.

Within ten (10) business days, the responding party shall serve on the serving party: (a) written response setting out its position and specifying the contract or other provisions relied on; and (b) a copy of all supporting documents.

Within ten (10) business days, the parties shall meet to discuss resolution of the claim. The written claim notice and response, and the documents produced, but not the discussion, shall be admissible in any subsequent proceeding. After negotiation, either party may litigate the dispute or invoke the dispute resolution procedure set forth in Article XI.

11.2.2 Dispute Resolution: Should either party of this Agreement bring legal action (formal judicial proceeding, mediation or arbitration), the Superior court of the County of Alameda, State of California, shall be the situs and have jurisdiction for the resolution of all such actions by the parties thereto, against the other party hereto for the breach of any terms, covenant, condition or obligation herein for the recovery of any sum due hereunder, or for any summary action for

forfeiture of this Agreement, or to prevent further violations of any of the terms, covenants, conditions or obligations or for any other relief then, and in that event, the prevailing party in such suit or summary action shall be entitled to a reasonable attorney's fee in accordance with the customary and prevailing rates for such services and shall be fixed by the judge, mediator or arbitrator hearing the case and further such fee shall be included in the judgment, together with all costs.

ARTICLE XII
LIMITATION OF LIABILITY; INDEMNITIES

- 12.1 Anything in this Agreement to the contrary notwithstanding, no representative, trustee, officer, affiliate, employee or agent of KFPD shall be liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind (in tort, contract or otherwise) of, against or with respect to KFPD arising out of any action taken or omitted for or on behalf of KFPD, under and pursuant to this Agreement, and KFPD shall be solely liable therefore and resort shall be had solely to KFPD's assets for the payment or performance thereof.
- 12.2 Indemnities.
- 12.2.1 Project Manager Obligation to Indemnify. As a material inducement to KFPD to enter into this Agreement, Project Manager shall indemnify, defend and hold harmless KFPD, its successors and assigns, and all of its and their officers, directors, shareholders, beneficial KFPDs, trustees, partners, affiliates, agents and employees (collectively "KFPD Indemnitees") against any and all claims, losses, penalties, fines, forfeitures, judgments, reasonable attorneys' fees and related litigation costs and expenses and amounts paid in settlement ("Losses") incurred in connection with any claim(s) against any KFPD Indemnitees which result from or arise out of any act or omission constituting (i) negligence, bad faith or willful misconduct by Project Manager or any of the "Manager Indemnitees" (as hereinafter defined), or any material breach of this Agreement by Project Manager or any of the Manager Indemnitees. Subject to the limitations contained in this Agreement, Project Manager shall make full and timely payment to each and every KFPD Indemnitee of any expenses (including reasonable attorneys' fees and costs and expenses), which such KFPD Indemnitees may incur in the enforcement of this Section against Project Manager. With respect to claims arising out of acts, omissions or occurrences during the Term of this Agreement, this indemnity shall remain in full force and effect notwithstanding any amendment, modification, renewal, expiration or termination of this Agreement. The indemnity rights and obligations set forth in this Agreement shall be, and are, the only indemnity rights and obligations between the parties, in law or equity, arising out of or related to the Project or any claims asserted under or pursuant to this Agreement. For purposes of this Section 12.2.1, the fact that a Manager Indemnitee is not a party to this Agreement shall not prohibit a Manager Indemnitee from being in breach of this Agreement.
- 12.2.2 KFPD Obligation to Indemnify. As a material inducement to Project Manager to enter into this Agreement, KFPD shall indemnify, defend and hold harmless Project Manager, its successors and assigns, and all of its and their officers, directors, shareholders, beneficial KFPDs, trustees, partners, affiliates, agents and employees (collectively, "Manager Indemnitees") against any and all Losses incurred in connection with any claims against any Manager Indemnitees which result from or arise out of (i) any acts or omissions of any KFPD Indemnitees, whether before, during or after the Term of this Agreement; (ii) claims caused by KFPD in connection with the performance of Project Manager's duties and obligations under this Agreement, including, without limitation, any action taken by Project Manager at the request of KFPD which is

expressly contrary to a written recommendation delivered by Project Manager to KFPD; (iii) patent or latent defects in the improvements to be completed to the Project, except to the extent such Losses result in any manner directly or indirectly from an act or omission of any of Project Manager or the Manager Indemnitees which constitutes negligence, bad faith or willful misconduct or which constitutes a material breach of this Agreement by any of Project Manager or the Manager Indemnitees, or the knowing and intentional violation of any law, statute, rule, regulation or court order binding on Project Manager or any Manager Indemnitees; or (iv) any material breach of this Agreement by KFPD or KFPD Indemnitees. KFPD shall make full and timely payment to each and every Manager Indemnitees of any reasonable legal expenses (including reasonable attorneys' fees and costs and expenses), which such Manager Indemnitees may incur in the enforcement of this Section against KFPD. With respect to claims arising out of acts, omissions or occurrences during the term of this Agreement, this indemnity shall remain in full force and effect notwithstanding any amendment, modification, renewal, expiration or termination of this Agreement. The indemnity rights and obligations set forth in this Agreement shall be, and are, the only indemnity rights and obligations between the parties, in law or equity, arising out of or related to the Project or any claims asserted under or pursuant to this Agreement. For purposes of this Section 12.2.2, the fact that an KFPD Indemnitee is not a party to this Agreement shall not prohibit an KFPD Indemnitee from being in breach of this Agreement.

ARTICLE XIII BASIS OF COMPENSATION

- 13.1 Provided that the Agreement is not otherwise terminated pursuant to the terms hereof, KFPD shall compensate the Project Manager for the Scope of Services based on the estimated hourly fees at the rates stated in the Proposal. Payments are to be made within forty-five (45) days of invoice date.

ARTICLE XIV MISCELLANEOUS

14.1 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding this foregoing, Project Manager shall not assign any rights in this Agreement or delegate any duties under this Agreement.

14.2 Entire Agreement

The terms of this Agreement are intended by the parties to be a final expression of their understanding with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous statement, representations, agreements or understandings.

The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

14.3 Amendments

No addition to, deletion from or modification of any term or provision of this Agreement shall be effective unless it is made in writing and is signed by the parties hereto.

14.4 Waivers

No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy following a breach hereof shall constitute a waiver of any such breach. No waiver by any party of any provision shall be deemed a waiver of any other provision or of any subsequent breach of the same or any other provision.

14.5 Construction

This Agreement shall be construed according to its fair meaning and not strictly for or against Project Manager or KFPD. The captions and the paragraph and the subparagraph numbers of this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

14.6 Governing Law

The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California.

14.7 Severability

Should any provisions of this Agreement be unenforceable, the remaining terms and conditions of this Agreement shall remain in full force and effect.

14.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an Original, but all of which, together, shall constitute an Agreement.

14.9 No Third Parties Benefited

No person other than KFPD and Project Manager and his or her permitted successors and assigns shall have any right of action under this Agreement.

14.10 Relationship of Parties

This Agreement is exclusively intended to affect the hire of Project Manager by KFPD as an independent contractor for the performance of the obligations set forth herein. This Agreement shall not be construed to create any other relationship between KFPD and Project Manager, including but not limited to any employment, partnership, joint venture or co-tenancy relationship. Except as may be otherwise expressly provided herein, Project Manager has no power or authority act as the representative or agent of KFPD for any purpose.

14.11 Notices

Any notice provided or permitted to be given under this Agreement shall be in writing and shall be served either: (a) by deposition same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt request; (b) by overnight, third party prepaid courier service, requiring signed receipt; or (c) by delivering the same in person to such party. Notice personally delivered or sent by courier service shall be effective upon receipt. Any notice mailed in the foregoing manner shall be effective upon receipt. Any notice mailed in the foregoing manner shall be effective three (3) days after its deposit in the United States mail. For purposes of notice, the addresses of the parties shall be as set forth below. Either party may change its address for notices by notice to the other party as provided above.

KENSINGTON FIRE PROTECTION DISTRICT

217 Arlington
Kensington, CA 94708
Attn: Brenda Navellier

MACKS

1900 Powell Street, Suite 470
Emeryville, CA 94608
Attn: Eve Nelson

14.3 Time is of Essence

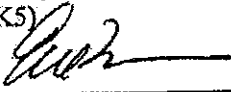
Time is of the essence of this Agreement and each and every provision hereof.

14.4 No Discrimination

Project Manager acknowledges that it is unlawful for KFPD or Project Manager to discriminate against any person because of race, color, religion, ethnic or national origin, sex or sexual preference, age, marital status or physical disability.

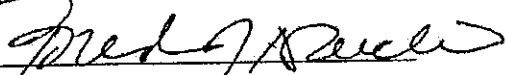
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of December 2, 2009.

MACKS CRAIC, Inc.
A California corporation
(d/b/a MACKS)

By: 
Eve Nelson
Chief Financial Officer

Date: 7/10/10

Kensington Fire Protection District

By: 
Name: Brenda J. Navellier
Title: Administrator

Date: 6/10/10

BOARD REPORTS

The Fire Plug



INSIDE THIS ISSUE:

CERT—Get Prepared Now!

In a disaster you may be on your own for several days without the assistance of emergency personnel. Your neighbors are learning what to do - are you?

The Community Emergency Response Team (CERT) teaches neighbors to help themselves and help each other. Through CERT, you will receive hands-on training in disaster first aid, disaster preparedness, basic firefighting, light search and rescue, damage assessment, and how to turn off utilities.



What you can do:

- [Learn More about CERT](#)
- [Register for Free Preparedness Classes](#)
- [Make up a Class you Missed](#)
- [Contact Your Area Coordinator](#)
- [Create a Family Disaster Supply Kit](#)

The Kensington Fire Protection District will be holding free CERT classes this fall. Our 20-hour program is designed to assist residents to be self-sufficient in the event of a disaster. Classes begin on Tuesday, August 26th and run weekly through Tuesday, Octo-

ber 14th from 6:30 to 9:00 p.m. This session will be held at the Arlington Community Church, 52 Arlington Avenue, Kensington, CA. To register for the session or to make up a missed class, please call 510/215-4450.

If you are unable to commit to the 20-hour training but are interested in preparing yourself and your family, you can sign up for our non-certified one-day boot camp that takes place on Saturday, November 8th also at the Arlington Community Church. This class takes place from 8:00 a.m. to 5:00 p.m. with a break for lunch on your own. All CERT topics will be covered in a condensed format.

If you have already completed the CERT training and are not in touch with one of Kensington's six Area Coordinators (volunteer residents), please contact our office (510/215-4450) and we would be happy to share that information with you.

If you are interested in assembling a Family Disaster Kit, go to www.kensingtonfire.org, click on CERT Training and scroll down to the link for the Red Cross "Family Disaster Supply Kit". You can download this pdf and use it as a checklist.

For more information on CERT, please go to:

"elcerritokensingtoncert.org"

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KFPD BOARD OF DIRECTORS:

- *Janice Kosel, President*
- *Helmut Blaschczyk, Vice President*
- *Larry Nagel, Secretary*
- *Joe de Ville, Director*
- *Nina Harmon, Director*

KFPD STAFF:

- *Lance Maples, Chief*
- *Brenda Navellier, Manager*



Fire Prevention Week Open House

National Fire Prevention Week is October 5th through 11th. This year's fire prevention message is "Working Smoke Alarms Save Lives—Test Yours Every Month"

Smoke alarms save lives. If there is a fire in your home, smoke spreads fast and you need smoke alarms to give you warning and time to get out. Smoke alarms are an important part of a home fire escape plan. Having a working smoke alarm cuts the chances of dying in a reported fire in half. Almost two-thirds of home fire deaths resulted from fires in homes with no smoke alarms or no working smoke alarms.

Here's what you need to know!

- Install smoke alarms in every bedroom, outside each sleeping area and on every level of your home.
- Test your smoke alarms every month. Press the test button to be sure the alarm is working.
- When a smoke alarm sounds, get outside and



stay outside.

- Replace all smoke alarms in your home every 10 years

Attend our Annual Open House

The Kensington Fire District will be holding its annual Fire Prevention Week Open House on Saturday, October 11th from 12:00 noon to 4:00 p.m.

All are welcome to come by and meet your firefighters, gain important fire safety tips and have refreshments. We look forward to meeting you on October 11th!

CPR/First Aid Classes Can Save A Life

The Kensington Fire Protection District continues to offer CPR and First Aid classes as part of our "Heartsafe Community" designation.

Do you want to get certified in these classes or need to renew your certification? We are here to help. Registration is required and space is limited in each class. Priority registration is given to Kensington and El Cerrito residents. Contact the Fire District at 510/215-4450 or email fire@kensingtonfire.org if you would like to sign-up for one of the classes listed below. The remaining 2014 class schedule is as follows:

<u>Oct. 25th</u>	Arlington Community Church, 52 Arlington Ave, Kensington
<u>Dec. 13th</u>	El Cerrito Senior Center, 6500 Stockton Ave, El Cerrito



CPR will begin at 8:30 a.m. , there will be a break for lunch on your own from 12:00 noon to 1:00 p.m., and first aid will then resume from 1:00 to 4:30 p.m.

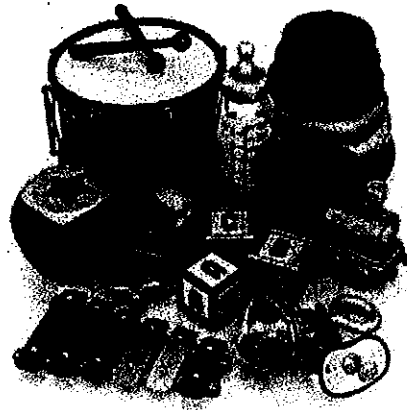
The fee is \$36 for CPR and \$72 for CPR and First Aid for Kensington and El Cerrito residents. Non-residents will pay \$46 for CPR and \$92 for both CPR and First Aid.

Firefighters' Toy Drive

The Kensington Fire Protection District has been participating in the Firefighters' Holiday Toy Drive for over 20 years. The Richmond/El Cerrito Fire & Police Holiday Toy Program exists to collect and distribute new unwrapped toys to economically disadvantaged children in the western Contra Costa County area during the holiday season.

Professional firefighters often see the ravages brought on by the loss of life, home and property. This non-profit organization strives to brighten the lives of needy children, ages 12 and under, specifically in west Contra Costa County. Both monetary donations and donations of new unwrapped toys, books, and games are gladly accepted.

Please bring your toy donations to the Kensington fire station or any El Cerrito fire station where collection barrels will be placed between the Thanksgiving holiday and Saturday, December 20th. To make a monetary donation, please go to the program's website at www.toyprogram.org. Any amount is appreciated!



Tri-City Safety Day

This year's annual "Tri-City Safety Day" is going to be an exciting event! The communities of Kensington, El Cerrito and Albany, will once again sponsor a great display of Public Safety demonstrations that will impress the whole family and the community at large. The Police and Fire Departments of these cities will host a wide range of agencies from around the East Bay to showcase their apparatus, equipment, and techniques to demonstrate how they work hard to keep their citizens safe. There will be presentations by all of the Tri-City agencies as well as the U.C. Berkeley Bomb Squad, and the County Environmental Health Hazardous Materials response team, just to name a few.

The El Cerrito-Kensington Fire Department will teach home fire escape drills to kids with their Fire Safety House. They will also provide valuable information about fire safety, disaster preparedness, CPR and First Aid classes, child car seat installation, and answer any and all questions you may have. There will be appearances by Smokey Bear,

Sparky the Fire Dog, and McGruff the Crime Dog, among others. In addition to performances by a Bomb Disposal robot, the Fire Department will cut open a car and simulate a rescue with a vehicle extrication demonstration. The U.S. Secret Service will be on hand as well to "livescan" fingerprint children and make them photo I.D. cards.

Many other police and fire agencies will be in attendance to help make this year's Public Safety event fun, exciting, and informative. Please bring the whole family to attend this free event on **Saturday, September 20th from 11:00 a.m. to 3:00 p.m.** at the El Cerrito Plaza (in front of Lucky's).



**KENSINGTON FIRE
PROTECTION DISTRICT**

Kensington Public Safety Building
217 Arlington Avenue
Kensington, CA 94708

Phone: (510) 527-8395
Fax: (510) 527-8396
E-mail: fire@kensingtonfire.org

*When in Doubt—
Call Us Out!*

We're on the Web!
www.kensingtonfire.org



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National Drug Take Back Event

KFPD and KPPCSD will again be joining forces to participate in the Drug Enforcement Agency's bi-annual National Drug Take Back event. The National Prescription Drug Take Back Day aims to provide a safe, convenient, and responsible means of disposing of prescription drugs, while educating the general public about the potential for abuse of medications.

On Saturday, September 27, 2014, you can bring your unused/ unwanted medications to the Kensington fire station for safe disposal. We will be accepting medications on that day between the hours of 10:00 a.m. to 2:00 p.m. No questions are asked.

We are able to accept all medications—narcotics, liquids, and also sharps. We will not be accepting any household hazardous waste.



Please help keep toxins out of our water systems (do not flush unwanted medicines down the toilet!) and unused medications out of the hands of youths.

If you have any questions about this program please contact KFPD at 510/215-4450 or KPPCSD at 510/526-4141.



Quarterly Meeting Minutes

Contra Costa County Sanitary District

Meeting Title:

Multi-Purpose Meeting

Meeting Date:

5/21/14 10:30 a.m. Marriott, CA 94501

Meeting called by	Chair Bette Boatman called meeting to order at 10:50 a.m. Agenda taken out of order
Minutes	Suzette Crayton, Executive Assistant for CCCSD
Attendees	Fifty-One (51) Attendees (Sign In Sheet Attached – some attendees that were present did not sign in)

Welcome and Introductions

Each representative introduced themselves. Ironhouse Sanitary District reported that they received the Transparency Award.

Approval of April 21, 2014 Meeting Minutes

The minutes were approved

Guest Speaker: Lou Ann Texeira Contra Costa LAFCo Executive Director

Guest Speaker Lou Ann Texeira was introduced by John Burgh of the Contra Costa Water District. She provided a PowerPoint hand out and verbal gave a presentation on LAFCo and the services they provide, and also what LAFCo is currently working on. Some of the highlights were that Concord is now running the Mt. Diablo Health Care District and a new Independent Special District was located – Castle Rock County Water District (provides water to Walnut Creek Area), that LAFCo is currently in the process of preparing Municipal Service Reviews (available on their website), and review of the LAFCo budget process.

LAFCO Representative Report

Special District Commissioner Mike McGill provided the report. He covered the Municipal Service Reviews again, and stated that the next round of reviews in August will be on emergency, medical, fire, and healthcare Districts. He reported that the Northeast Annexation is almost done, and the hot topic right now is the Buchanan Bypass-James Donlon Extension.

**Special Guest Speaker: Lisa Vorderbrueggen
Former Political Editor from the Contra Costa Times and currently
Executive Director for Governmental Affairs, Eastern Division at
Building Industry Association of the Bay Area**

Igor Skaredoff of the Contra Costa Resource Conservation District introduced Special Guest Speaker Lisa Vorderbrueggen. She spoke about her advocacy work for residential home builders in regards to new development fees and what is fair. She monitored Contra Costa, Solano, and Alameda Counties. She highlighted some of the big election races coming up. She was asked to expound on new Lawrence Berkeley Lab to be built in Richmond and also about the development of the Concord Naval Weapon Station.

Committee Updates

Finance Committee	Copies of financials were provided. Sharyn Rossi reported that almost 100% of membership dues have been collected, and stated that associate members are welcome. She also informed members if they have questions or suggestions about the finances, to feel free to contact her.
Program Committee	No report.

Legislative Committee Report

Stan Caldwell of the Mt. View Sanitary District provided the report. Stated that July 3rd through August 3rd, state is in recess. He also reported that the state budget passed on time, and he highlighted a few bills that he thought may be of interest to the group.

East Bay Regional Park District – Park Advisory Committee Report

E.J. Shalaby of West County Wastewater District announced that an event that will take place at the Claremont Hotel in Berkeley on September 13th. He said to get more information, go to the East Bay Regional Parks District website.

California Special Districts Association Activities Update

Sherry Sterrett of Pleasant Hill Recreation & Park District reminded the group about the CSDA Annual Conference to be held in Palm Springs from September 29th through October 2nd. Stated that if you register before August 2nd, you will get a \$50 discount. Also reported that if you renew membership before July 31st, you will get 20% off the first year's dues. She stated that they will now be doing new Board Member Orientations at Board meetings; the new CSDA Newsletter will cover Contra Costa Chapter area, and mentioned the new Legislative Committee. Jim Costa was selected by the CSDA Board for the Bill Hollingsworth Award. She mentioned the CSDA blog and said if you would like to join, email Miryan Baros at miryanb@csda.net.

Other Local Government Official Updates

Sharyn Rossi, Contra Costa Mosquito Vector Control, provided a West Nile Virus update and stated that they are currently doing some fogging to try to help with the situation. One human case was reported but not serious. She advised members to report dead birds if they see them and to also go to the Contra Costa Mosquito Vector website or phone them to get more information and email updates.

Other Chapter Information/Business Items

Bette asked for volunteers to review dues structure and to present ideas on offerings for associate members. She also said there was a possibility that the volunteers would also discuss moving into the scholarship arena. She would like to have a few meetings on these items before the October 20th CCSDA Meeting. John Burgh and E.J. Shalaby volunteered, and Bette asked that if anyone else wanted to volunteer, to contact her.

Action Items	Person Responsible	Deadline
None		

Meeting was adjourned at 12:16 p.m. in the memory of Trustee/Chairman Primo Facchini of Lafayette-Alamo Cemetery District who passed away.

Kensington's 'Woodland Elf' has heart and passion for fire break, trail

By Sarah Rohrs

Correspondent

POSTED: 07/30/2014 02:26:15 PM PDT **0 COMMENTS** | UPDATED: A DAY AGO



For more than 20 years, Ciara Wood has devoted herself to maintaining a trail and fire break on in the northern part of Wildcat Canyon and on the edge of Tilden Regional Park. (Sarah Rohrs/For Bay Area News Group)

KENSINGTON -- With her practiced eye, Ciara Wood takes a mental note of hemlock, drying berry bushes and clumps of dry grass along a woodland trail below her home.

These plants are part of nature, sure, but are also undesirable fire fuel, particularly in today's extreme drought conditions, both she and local fire officials say.

As both summer and continuing drought dry out the land, Wood assures the potential fire kindling will be taken care of in due time.

For more than 20 years Wood has devoted herself to maintaining a trail and fire break in the northern part of Wildcat Canyon and on the edge of Tilden Regional Park.

Wearing a large-brimmed hat, she can be frequently seen snipping poison oak or blackberry

Pruning shears, weed whackers, shovels and other tools are used to trim bushes, and remove flammable vegetation and spread wood chips. A Pacific Gas & Electric grant and other financial support allow for larger projects to be completed.

A bit of magic is also involved, such as mysterious donations of wood chips which are used to suppress weed growth, and to make trail parts more passable in rainy weather.

From working in her garden, Wood said she learned how to approach her own property and what can seem like an insurmountable task of clearing brush.

"You start out with what is easiest to conceive and once you start it gets easier," she said.

"It's very simple," she said.

Kensington is close to Wood's heart. She grew up in the unincorporated Contra Costa town, left town at age 10, and then came back three decades ago.

She's long been active in community affairs. She helped create Kensington Park and has served on other boards and commissions. She has been lauded by several organizations over the years for her service.

Her passion for fire protection began when she faced an enormous mound of blackberry bushes, ivy and other unruly vegetation in the rear of her property that also reached her house.

The catastrophic 1991 Oakland firestorm, one of the largest urban wildland fires in history, lent some urgency to the work and still is a vivid reminder of why clearing brush is so important.

The maintenance work on the fire break is ongoing because the plants, shrubs and grass always grow back, Wood said.

Bond applauds Wood's work as invaluable in reducing fire risk, and also giving firefighters access.

Such work is even more critical now, he said, after three years of drought and extreme lack of moisture in vegetation.

"We're well ahead of where we should be at this time due to the ongoing drought," he said. "We have critically low fuel moisture" now with months of dry weather still ahead, he added.

Wood, he said, serves as an example and inspiration for other property owners and neighborhood groups.

He advises others faced with a big job of clearing brush around buildings to start out small

bushes, and chatting with walkers and their dogs.

At the heart of her efforts is fire prevention, but she's also helped maintain a popular walking path fondly dubbed Ye Olde School Trail with a handmade sign by a nearby resident.

Calling herself the "Tall Elf," Wood is leader of the whimsically-named Woodland Elves, a neighborhood group that works on the path, and helps one another with brush removal and fire safety efforts.

She also represents Kensington as a director on the Diablo Firesafe Council. Its aim is to work with communities to lower and break up fire fuels and reduce wildfire hazards.

The popular trail for walkers and dogs is an added bonus.

With gorgeous views of park open space, the path winds through woods to Kensington Hilltop Elementary School with several offshoots. Above are homes that abut the East Bay Regional Park District boundaries.

"This is about (fire) safety, but at the same time isn't it pretty?" Wood said while on a recent trail walk.

Connie Pyle walks the trail with her dog Jazzy at least twice a week.

"It's well-maintained by volunteers," she said. And of Wood, she added "She's very resourceful and helpful."

Anne Christ, who lives along one of the trail's offshoots, uses the path to walk her dog Joey at least once a day. She said public use of the area is so important that her property has a public access deed.

For Wood, the open space is beautiful but the landscape is also a source of fire worry. It's been at least 100 years since a large wildfire has swept up the north side of Wildcat Canyon, she said.

Kensington Fire Protection District Fire Marshall and Battalion Chief Michael Bond noted that there is a tremendous amount of "fuel buildup" of vegetation that poses a big threat of a rapid wildfire.

Property owners are strongly advised to clear brush around their buildings, creating a fire break that can halt the spread of flames, he said.

For Wood, the trail work is ongoing and part of her and her neighbors' "enlightened self-interest" that protects homes and maintains the path.

"We're doing the part we can do," Wood said.

and work toward bigger tasks.

East Bay park district fire Captain Brad Gallup called Wood's work "very beneficial" in terms of decreasing fire risks, particularly in the current conditions.

For Wood, the sense of stewardship of the path and fire break is strong. She said there are also great personal rewards, and she's appreciative of all the work her neighbors do.

She has no intention of stopping anytime soon. "If I didn't enjoy it I wouldn't be out here doing it," she said.

Fire rules

The Kensington Fire Protection District requests property owners take the following steps to remove flammable vegetation:

- Maintain a 30-foot firebreak from the structure to the property line. Allow for only well-tended and property irrigated vegetation.
- Trim trees 10 feet from the ground and remove dead and dying branches.
- Cut trees back 10 feet from chimney openings.
- Install a spark arrester on a chimney
- Remove leaves, needles and other dead vegetation from roofs and decks.
- Reduce height of flammable vegetation.

For more details visit www.kensingtonfire.org/safety/.

Date: 08/06/2014 [10:59:41 PM]
From: Bob Shaner <shaner@calalum.org>
To: Ann Christ <glennch@comcast.net>, Anne Stewart <In2pottery@sbcglobal.net>, Brad Johnson <bjohnson@crowden.org>, Ciara Wood <ciara_woodhaven@att.net>, Dan O'brien <Dunratty4@aol.com>, Dave Green <Davidmichaelgreen@earthlink.net>, Dave Patterson <patterson@cs.berkeley.edu>, Debbie Armastong <Debarmstrong3162@att.net>, Ferd Kusbnetzoff <fernandok73@hotmail.com>, Janice Prudhomme <Prudhomme79@gmail.com>, "jimnaftzger@gmail.com" <jimnaftzger@gmail.com>, Julia Dragolovich <jdragolovich@sbcglobal.net>, "JUNETAYLOR55@comcast.net" <JUNETAYLOR55@comcast.net>, Kay Blonz <home@blonz.com>, Kensington Fire <fire@kensingtonfire.org>, Kensington Police <tloyd@kensingtoncalifornia.org>, Marshall Berson <Earth2mars@earthlink.net>, Myron Hagen <myronhagen@yahoo.com>, Richard Bordow <rab@bordow.com>, Steve Rauch <srauch@sfsu.edu>, "todd@marvingardens.com" <todd@marvingardens.com>, TJ & Sue Zeiler <Zeiler@calalum.org>, Barbara Smith <barbkiwi@gmail.com>, Keith- Paul <pkeith@sbcglobal.net>, Keith- Michelle <mkeith987@yahoo.com>, "Keith, Jenny A." <Swdishprincess@hotmail.com>
Subject: Good news.

Lance Maples, El Cerrito Fie Chief phoned me today to advise that a purchase order has been issued by the WCCCUSD for the removal of the 37 or so "forest of flaming torches"; like eucalyptus trees, from school property located at the north end of Purdue Ave .While much more fuel reduction needs to be done this a great start to making our community more fire safe in the event of a Wildcat Canyon wild fire.

I'm most impressed with the support that was forthcoming from all or you as well as the great work that came from Lance and his department in support of the tree removal effort.

Louis Frese, a manager in the WCCCUSD grounds maintenance department was a key school manager in recognizing the grave fire problem the trees presented and carried the ball that resulted in the purchase order being issued for the removal of that danger.

This AOP, like the Brits call their Senior Citizen "Old Age Pensioners" has been around too long and still th9nks, "It ain't over till it's over" but I ta stand ready to clap my hands when I hear the sound of chainsaws and hear TIMBERRRRRRRRRRRR!

Bob Shaner.

Date: 09/02/2014 [02:09:50 AM]
From: glen kratkin <gakratkin@gmail.com>
To: fire@kensingtonfire.org
Subject: Outstanding public relations

I was recently visiting family members from Albany and decided to have dinner at a local establishment in Kensington. As I sat with family, Kensington Engine 365 pulled up, entered the restaurant, and began to hand out stickers to the many children present on Friday night August 29 approximately 1900 hrs. I want to commend the Kensington Fire Department and its Members for leaving lasting smiles and a positive impression on the approximately 50 parents and children present. This simple act of kindness is what the Fire Service is all about and my hat is off to the Fire Officers who encourage their staff to "get out there"!

Sincerely,

An impressed Member of the Los Angeles City Fire Dept.