Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530

KENSINGTON FIRE PROTECTION DISTRICT
217 Arlington Avenue
Kensington, CA 94707

DATE: August 12, 2025 Agenda Item 05

TO: Board of Directors

RE: Review draft consulting services agreements for transition activities and authorize the Interim General Manager to sign

SUBMITTED BY: David Aranda, KPPCSD Interim General Manager
Mary A. Morris-Mayorga, KFPD General Manager

Recommended Action

Staff recommends that the Boards review the consulting services agreements for Mary Morris-Mayorga, Raychel Jackson, and Johnny Valenzuela for transition activities and authorize the Interim General Manager to sign them with an effective date of October 1, 2025.

Background

As part of the transition plan stated in the Plan for Services submitted to LAFCO:

> Personnel and Employment Agreements
>
> The Kensington Fire Protection District General Manager and Executive Assistant/Board Clerk will move to consultant agreements to assist with facilitating the transition.

Transition activities planned are as follows:

Mary Morris-Mayorga – facilitate fire district asset, liability, and records transfer; assist with general manager transition: onboarding; knowledge transfer of fire district history, documentation, projects; strategic and other support as needed.

Raychel Jackson – attend and record minutes for meetings; assist with coordination of administrative functions; and historical fire district information retrieval.

Johnny Valenzuela – (through his company, Altivu) coordination with District, fire prevention officers, local groups/agencies, and the community on Firewise development/education/support, block parties, meetings, public outreach and education, wildfire risk reduction through vegetation management/home hardening education and resources (grants); and community engagement.

The draft consulting agreements utilize the standard language for KFPD consulting agreements as approved previously by legal counsel and the KFPD Board with the specifics relevant to each consultant updated in their individual agreement. If the District chose not to enter into agreements for these services, there would be gaps in service delivery that would need to be addressed in another manner.

Fiscal Impact

The total for all agreements of $158,130 is included in the existing FY 2025-2026 budget as personnel and professional services.

Attachments:

- Consulting agreements for: Mary Morris-Mayorga, Raychel Jackson, and Johnny Valenzuela

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El Cerrito, CA 94530

KENSINGTON FIRE PROTECTION DISTRICT
217 Arlington Avenue
Kensington, CA 94707

KENSINGTON COMMUNITY SERVICES DISTRICT
CONSULTANT AGREEMENT
Contract Number: _____

DATE: 10/01/2025

PARTIES: KCSD: Kensington Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530

CONSULTANT: Mary A. Morris-Mayorga

The Parties agree as follows:

1. Priority of Documents:
Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:
CONSULTANT agrees to provide assistance during transition of reorganized district: facilitate fire district asset, liability, and records transfer; assist with general manager transition: onboarding; knowledge transfer of fire district history, documentation, projects; strategic and other support as needed.

3. Term of Agreement:
This Agreement shall commence on October 1, 2025 and continue until March 31, 2026, unless this Agreement is terminated earlier as provided herein under paragraph 16.

4. Compensation:
The compensation shall be $141.82 per hour for services performed pursuant to this Agreement with a total not-to-exceed amount of $73,747. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:
KCSD shall reimburse CONSULTANT for actual expenses incurred in the course of the Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks and other related items, as well as costs specifically incurred for the performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying.

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

7. Inspection:
All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by KCSD.

8. Invoicing:
CONSULTANT shall submit each invoice by email to ap@kensingtonfire.org, reference this contract, and provide reasonable detail on services performed.

9. Consultant's Status:
In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the KCSD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and

standards of practice in the CONSULTANT's professional specialty. The CONSULTANT shall not have any claim under this Agreement or otherwise against KCSD for vacation, sick leave, retirement benefits, social security or worker' s compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. KCSD will issue a form 1099 at year-end for fees earned.

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

11. Non-Exclusive Rights:
This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to KCSD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

12. Compliance:
CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. Indemnification, Hold Harmless and Defense:
CONSULTANT shall indemnify, defend with counsel acceptable to KCSD, and hold harmless KCSD and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of KCSD.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the KCSD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by KCSD, may be retained by KCSD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

14. Discrimination:
CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

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

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

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

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

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

20. Form Law:
The Laws of the State of California shall govern this Agreement. Venue is Contra Costa County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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

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

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

24. No Third Party Beneficiaries:
Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

25. Headings:
The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not

constitute part of this Agreement and are not to be used in its construction.

26. Non-Liability of Officials, Employees and Agents:
No officer, official, employee or agent of KCSD shall be personally liable to CONSULTANT in the event of any default or breach by KCSD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

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

IN WITNESS WHEREOF, KCSD and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant

By: _____
Mary A. Morris-Mayorga

Kensington Community Services District

By: _____
President, KCSD Board of Directors

Approved as to Form:

By: _____
General Counsel

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Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530

KENSINGTON FIRE PROTECTION DISTRICT
217 Arlington Avenue
Kensington, CA 94707

KENSINGTON COMMUNITY SERVICES DISTRICT
CONSULTANT AGREEMENT
Contract Number: _____

DATE: 10/01/2025

PARTIES: KCSD: Kensington Community Services District
10940 San Pablo Avenue
El Cerrito CA 94530

CONSULTANT: Raychel Jackson

The Parties agree as follows:

1. Priority of Documents:
Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:
CONSULTANT agrees to provide assistance during transition of reorganized district, including but not limited to: attend and record minutes for meetings; assist with coordination of administrative functions; and historical fire district information retrieval.

3. Term of Agreement:
This Agreement shall commence on October 1, 2025 and continue until March 31, 2026, unless this Agreement is terminated earlier as provided herein under paragraph 16.

4. Compensation:
The compensation shall be $46.12 per hour for services performed pursuant to this Agreement with a total not-to-exceed amount of $23,983. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:
KCSD shall reimburse CONSULTANT for actual expenses incurred in the course of the Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks and other related items, as well as costs specifically incurred for the performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying.

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

7. Inspection:
All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by KCSD.

8. Invoicing:
CONSULTANT shall submit each invoice by email to ap@kensingtonfire.org, reference this contract, and provide reasonable detail on services performed.

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

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

11. Non-Exclusive Rights:
This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to KCSD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

12. Compliance:
CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. Indemnification, Hold Harmless and Defense:
CONSULTANT shall indemnify, defend with counsel acceptable to KCSD, and hold harmless KCSD and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of KCSD.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the KCSD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by KCSD, may be retained by KCSD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

14. Discrimination:
CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or

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regulations.

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

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

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

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

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

20. Form Law:
The Laws of the State of California shall govern this Agreement. Venue is Contra Costa County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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

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

23. Waiver:
No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An

extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third Party Beneficiaries:
Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

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

26. Non-Liability of Officials, Employees and Agents:
No officer, official, employee or agent of KCSD shall be personally liable to CONSULTANT in the event of any default or breach by KCSD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

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

IN WITNESS WHEREOF, KCSD and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant

By: _____
Raychel Jackson

Kensington Community Services District

By: _____
President, KCSD Board of Directors

Approved as to Form:

By: _____
General Counsel

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Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530

KENSINGTON FIRE PROTECTION DISTRICT
217 Arlington Avenue
Kensington, CA 94707

KENSINGTON COMMUNITY SERVICES DISTRICT
CONSULTANT AGREEMENT
Contract Number: _____

DATE: 10/01/2025

PARTIES: KCSD: Kensington Community Services District
10940 San Pablo Avenue
El Cerrito CA 94530

CONSULTANT: Altivu

The Parties agree as follows:

1. Priority of Documents:
Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:
CONSULTANT agrees to provide emergency preparedness coordinator services per Exhibit A: Scope of Services ("Work"). The Work will be performed by Johnny Valenzuela with contract administration and oversight by the general manager.

3. Term of Agreement:
This Agreement shall commence on October 1, 2025 and continue until March 31, 2026, unless this Agreement is terminated earlier as provided herein under paragraph 16.

4. Compensation:
The compensation paid for services performed by CONSULTANT pursuant to this Agreement shall be in accordance with Exhibit B: Fee Schedule ("Fees") with a total not-to-exceed amount of $60,040. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:
KCSD shall reimburse CONSULTANT for actual expenses incurred in the course of the Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks and other related items, as well as costs specifically incurred for the performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying provided such expenses do not exceed $1,000.

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

7. Inspection:
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CONSULTANT shall submit each invoice by email to ap@kensingtonfire.org, reference this contract, and provide reasonable detail on services performed.

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CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. The CONSULTANT shall not have any claim under this Agreement or otherwise against KCSD for vacation, sick leave, retirement benefits, social security or worker' s compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. KCSD will issue a form 1099 at year-end for fees earned.

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

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CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. Indemnification, Hold Harmless and Defense:
CONSULTANT shall indemnify, defend with counsel acceptable to KCSD, and hold harmless KCSD and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of KCSD.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the KCSD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by KCSD, may be retained by KCSD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

14. Discrimination:
CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

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

Agreement.

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

20. Form Law:
The Laws of the State of California shall govern this Agreement. Venue is Contra Costa County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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

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

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

24. No Third Party Beneficiaries:
Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

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

26. Non-Liability of Officials, Employees and Agents:
No officer, official, employee or agent of KCSD shall be personally liable to CONSULTANT in the event of any default or breach by KCSD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

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

IN WITNESS WHEREOF, KCSD and CONSULTANT have executed this Agreement on the day and year first written above.

Altivu

By: _____
Johnny Valenzuela

Kensington Community Services District

By: _____
President, KCSD Board of Directors

Approved as to Form:

By: _____
General Counsel

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Consultant Agreement with Altivu

Exhibit A

Scope of Services

Vegetation Management and Wildfire Risk Mitigation

Provide updates/intel reported by local agencies participating in the Hills Emergency Forum Monthly Meetings to identify opportunities for collaborative partnerships.

Agency coordination partnership with Berkeley Fire in Firewise support and involvement with Hills Emergency Forum

Community outreach education and communication Firewise development and agency coordination with; El Cerrito Firesafe Council, Firesafe Kensington, Berkeley Firesafe Council, Diablo Firesafe Council, California Firesafe Council, and Kensington Firewise communities.

Coordination with fire prevention officers for ongoing resident support to identify and reduce wildfire risk through vegetation management and home hardening education and available resources ie: Diablo Fire Safe / Kensington Firewise /KFPD Vegetation Grants.

Manage the Kensington Hazardous Vegetation Removal Reimbursement Grant.

Educate the public on the benefits of Firewise community development, assist application filing and provide technical assistance, support firewise leads with community outreach and community engagement effectiveness, coordinate communication and action between residents as a liaison when necessary, facilitate firewise lead meetings/mixers, attend firewise block parties and community education events, interface with regional firesafe/firewise associates, attend relevant California Fire Safe Council meetings, track best practices from statewide firesafe/firewise communities to be used locally.

Emergency Preparedness

Continue coordination with El Cerrito Kensington staff, Berkeley Fire and Contra Costa County Fire Protection District County Coordinator to support Kensington residents in home hardening and removal of hazardous vegetation.

Assist CERT recruitment and programs by posting announcements to the Kensington community and integrating CERT announcements and encouraging participation during Firewise, Neighborhood Block Parties, and other relevant community engagements.

Provide data and community feedback to KCSD Board, El Cerrito Kensington Fire Chief, and Emergency Preparedness Committee to guide purposeful and relevant decision making to align the Fire District's and Emergency Preparedness Committee's mission in support of Kensington residents.

Other District Operations

Continue administrative and public communication tasks to support District Transparency.

Consultant Agreement with Altivu
Exhibit A
Scope of Services

Continue providing Public Information services to the Kensington community and reporting relevant and timely updates to the General Manager, Fire Chief, and Board of Directors.

Through firewise development, emergency preparedness initiatives, data collection, and public awareness campaigns and educational events, position the community to be competitive to receive relevant grants. Continue to forward any grant notifications discovered to the KCPD General Manager for review and consideration.

Increase presence of California Department of Insurance resources and messaging with the community and integrate with Firewise development, home hardening, and hazardous vegetation initiatives.

District Intergovernmental Relations

Develop public awareness campaigns, Neighborhood Emergency Preparedness Block Party events, and other meaningful and strategic public outreach methods to improve household and community preparedness.

Inform the public of area-wide wildfire response training exercises and use the opportunity to remind the public to take steps at home to prepare for wildfire risks evacuation readiness.

Continue working with Contra Costa County Fire Protection District County Coordinator and escalate inquiries to identify opportunities for residents to qualify for Measure X Wildfire Mitigation programs or other resources regionally available.

ALTIVU Emergency Preparedness Services Compensation:

Services	Category	Description	Rate	Hours	Total
1	**Agency Coordination:** *Interaction with other local agencies and/or organizations to complete scope of work.*	Coordinate with local agencies such as; Berkeley Fire, CAL FIRE, East Bay Regional Parks, El Cerrito Kensington Fire, Kensington Police, and other local agencies.	$57.77	168.00	$9,705
2		Attend local agency coordination meetings such as Hills Emergency Forum, Firewise Coordinator Meeting, County Coordination meetings			
4		Maintain relationships with local government and nongoverment entities such as: Make El Cerrito Fire Safe, KARO ECHO, CERT, Diablo Fire Safe Council, California Department of Insurance, etc.			
18	**Communication / Education:** *Process and tailor information to inform and educate Kensington residents in support of preparedness and prevention initiatives.*	Develop ad hoc preparedess, prevention, emergency, and nonemergency public Information messages distributed through print and digital formats including: Kensington Outlook, The Fire Plug, KFPD emails, etc.	$57.77	98	$5,661
19		Develop presentations for community preparedness presentations and other related public meetings, such as Zoom or townhalls.			
20		Monitor local agency information for alerts, notifications, and other announcements relavent to the community, and community preparedness.			
21		Manage public outreach campaigns and methods such as doorhanger distribution, signage placement, print distribution, etc.			
22		Develop visual content for use in education and outreach through: photography, graphic design, videography, etc.			
23		Manage and monitor KFPD social media channels and email distribution lists			
25	**Community Preparedness:***programs and initiatives to improve emergency preparedness.*	Plan and manage programs such as Naitonal Night Out, Sandbag distribution, Shredding Events, Neighborhood Emergency Preparedness Block Party, etc.	$57.77	436	$25,188
37		Develop preparedness and prevention campaigns for evacuation readiness, home hardening, community engagement, community chipping, firewise, hazardous vegetation removal, etc.			
38		Assist resident coordination with programs; Community Chipping Day, Neighbordhood Emergency Preparedness Block Party, Firewise Development			
46	**District Support:***Perform tasks to support KFPD operations aligned with the scope of Emergency Preparedness Coordinator services.*	Attend monthy and special meetings, conduct reporting, vendor management, document uploads, website updates, email list management, material procurement, etc.	$57.77	320	$18,486
47		Field inbound calls, provide responses to resident inquiries, and other relevant tasks aligned with scope of services in support of district objectivs.			
48	**Reimbursables**	Reimbursement of expenses (postage, photocopying, etc.)			$1,000
Total					$60,040