



POLICY HANDBOOK



EMPLOYEE HANDBOOK



OPERATIONS MANUAL

May 2018 (including 2019 and 2020 revisions)

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

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Mission Statement

Our mission is to provide the highest level of service to Kensington in order to protect the lives, property, and environment of the community from the disastrous effects of fires, medical emergencies, natural disasters, and other hazardous conditions.

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Objectives

- Reducing loss of life and property and safeguarding Kensington by effectively responding to fire, rescue and medical emergencies, hazardous material incidents and major disasters;
- Helping residents of Kensington reduce the frequency and severity of fires, accidents and natural disasters by providing public education programs;
- Reducing threats to public safety by enforcing laws, codes and ordinances covering fire and life safety and by abating identified fire hazards on District, private and other agencies' property; and
- Maintaining personnel, apparatus, equipment and facilities in a constantly ready condition.

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Goals

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

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

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

Maintain Fire Station No. 65's functional adequacy and seismic structural integrity.

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

Provide a comprehensive maintenance and certification test program to ensure readiness of complex fire apparatus and equipment.

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

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

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

Continued implementation of upgraded computer-based systems for records and reports. Continuously improve access to and utilization of fire service weather information network.

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

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

Prudently manage District funds.

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POLICY TITLE: Purpose of Board Policies
POLICY NUMBER: 1000

1000.10 It is the intent of the Board of Directors of the Kensington Fire Protection District to maintain a Handbook of Policies. Contained therein shall be a comprehensive listing of the Board's current policies, being the rules and regulations enacted by the Board from time to time. The Handbook of Policies will serve as a resource for Directors, staff and members of the public in determining the manner in which matters of District business are to be conducted.

1000.20 If any policy or portion of a policy contained within the Handbook of Policies is in conflict with rules, regulations or legislation having authority over Kensington Fire Protection District, said rules, regulations or legislation shall prevail.

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POLICY TITLE: Adoption/Amendment of Policies
POLICY NUMBER: 1010

1010.10 Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, or by the Manager. The proposed adoption or amendment to the policy is initiated by submitting a written draft of the proposed change to each Director and the Manager through the District office, and requesting that the item be included for consideration on the agenda of the appropriate regular meeting of the Board of Directors.

1010.20 Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors and shall require a 4/5 affirmative vote of the entire Board of Directors.

1010.30 Before considering to adopt or amend any policy, Directors shall have the opportunity to review the proposed adoption or amendment at the regular Board of Directors meeting prior to the meeting at which consideration for adoption or amendment is to be given. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting of consideration. The agenda information packets with said copies shall be made available to each Director for review at least three (3) days prior to any meeting of consideration.

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Policy Number and Title 1020 Standards of Conduct

1020.10 The Board of Directors of the Kensington Fire Protection District is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. These standards shall be observed to ensure that all Directors act in a manner which supports that commitment.

1020.11 Respect. Directors shall act in a professional, courteous manner respecting the dignity, style, values and opinions of each Director, staff, and members of the public..

1020.12 Responsiveness. Full participation in meetings and attentive listening to communication is encouraged.

1020.13 Integrity. Demonstrate honesty and inspire public confidence by making the needs of the District's constituents the priority of the Board of Directors.

1020.14 Policymaking. The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District. The General Manager has full administrative authority for properly discharging duties within the limits of established Board policies.

1020.15 Professionalism. Directors should commit themselves to emphasizing the positive and shall refrain from abusive conduct, unprofessional remarks or verbal attacks upon the character or motives of other Directors. Directors are subject to policies contained within the Employee Handbook, as applicable.

1020.16 Focus. Directors should commit themselves to deliberating on issues, and not personalities. The presentation of the opinions of others should be encouraged. All comments should be confined to the matter being discussed by the Board of Directors.

1020.17 Cohesiveness. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting the action and not creating barriers or speaking against the action. Directors has no individual authority and may not commit the District to any policy, act, or expenditure.

1020.18 Confidentiality. Directors shall maintain the confidentiality of Attorney-Client Communications, any discussions protected by the Attorney-Client Privilege Closed Session discussions, and the information provided in the Closed Session.

1020.20 The work of the District is a united effort. All individuals should work together in

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the collaborative process, assisting each other in conducting the affairs of the District.

1020.21 When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels.

1020.22 Directors should develop a working relationship with the General Manager and the Fire Chief wherein current issues, concerns and District projects can be discussed comfortably and openly.

1020.23 Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

1020.24 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

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POLICY TITLE: Basis of Authority
POLICY NUMBER: 1030

1030.10 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.

1030.20 Directors do not represent any fractional segment of the community, but are, rather, a part of the body which represents and acts for the community as a whole. Routine matters concerning the operational aspects of the District are delegated to District staff.

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POLICY TITLE: Conflict of Interest
POLICY NUMBER: 1040

1040.10 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which members of the Board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the Kensington Fire Protection District.

1040.20 Designated employees shall file statements of economic interests with the Clerk of the County of Contra Costa.

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APPENDIX A

PART I - DESIGNATED EMPLOYEES

<u>Position</u>	<u>Disclosure Category</u>	<u>Applicable FPPC Form</u>
Board Members	1	700
Manager	1	700
Emergency Preparedness Committee Members	1	700

PART II - DISCLOSURE CATEGORIES

1. Investments and business positions in any business entity and sources of income listed in Appendix B are disclosable if:
 - a. The business entity or business position in which the investment is held or which is the source of income is of the type which, within the last two years, has contracted with the District; or,
 - b. The business entity or business position in which the investment is held or which is the source of income is of the type which, within the last two years, has contracted to furnish supplies or services as subcontractors in any contract with the District.
2. With respect to designated positions, investments or business positions in any business entity or sources of income which are (1) private (service(s) similar to those provided by district) companies or (2) entities or persons engaged in real estate development or owners of real estate, and interests in real property are disclosable if held, regardless of any contractual relationship with the District at any time.

PART III - APPLICABLE FPPC FORM

In accordance with Government Code §87200, certain District officers are required to disclose - upon assuming and leaving office, and annually while in office - their investments, income, and interests in real property by way of FPPC Form 700. Those positions in Part I, above, designated to file Form 700 are those "directing the investment of public monies, formulating or approving investment policies, approving or establishing guidelines for asset allocations, or approving investment transactions." The most current form of the FPPC's Form 700, Statement of Economic Interests, can be found on their website at www.fppc.ca.gov.

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APPENDIX B

All interests in real property as well as investments and business positions in business entities and income from sources which provide facilities, services, supplies, or equipment of the type utilized by the District, including but not limited to:

- Pipe, valves, fittings, etc.
- Pumps, motors, etc.
- Meters and other water measurement equipment
- Construction and building materials
- Engineering services, including hydrology services
- Construction contractors
- Safety equipment and facilities
- Hardware tools and supplies
- Freight and hauling
- Motor vehicles, heavy equipment, special vehicles and parts and services thereto
- Petroleum products
- Photographic services, supplies and equipment
- Janitorial services
- Water quality testing
- Pesticides and herbicides
- Communications equipment and services
- Well drilling supplies and contractors
- Electrical equipment, including pumping equipment
- Computer hardware and software
- Architectural services
- Water treatment equipment, supplies and services
- Custom farming services such as weed abatement, etc.
- Telemetry equipment
- Appraisal services
- Printing, reproduction, record keeping, etc.
- Office equipment
- Accounting services
- Real estate agents/brokers and investment firms
- Title companies
- Public utilities
- Canal and pipeline maintenance services
- Insurance companies

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POLICY TITLE: Board Meetings
POLICY NUMBER: 1050

1050.10 Regular meetings of the Board of Directors shall be held on the second Wednesday of each calendar month at 7:00 p.m. in the Kensington Community Center, 59 Arlington Avenue, Kensington, California. All meetings of the Board of Directors shall comply with the Brown Act (California Government Code § 54950 through § 54926. The date, time and place of regular Board meetings shall be reconsidered annually at the annual organizational meeting of the Board.

1050.11 Member of the Board includes newly elected and appointed officials prior to assuming office.

1050.12 Meetings through the use of intermediaries, serial communications, or emails are prohibited.

1050.20 Special meetings (non-emergency) of the Board of Directors may be called by the Board President or by a majority of the Board.

1050.21 All Directors, the Manager and the Fire Chief shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, delivered to them at least twenty-four (24) hours prior to the meeting.

1050.22 Newspapers of general circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Brown Act shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone or electronic mail as soon after the meeting is scheduled as practicable.

1050.23 An agenda shall be prepared as specified for regular Board meetings in Policy #5020 and shall be delivered with the notice of the special meeting to those specified above.

1050.24 Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

1050.30 Special Meetings (emergency). In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required in 1050.21, above. An emergency situation means a crippling

disaster which severely impairs public health, safety, or both, as determined by the Board President or Vice President in the President's absence.

1050.31 No closed session may be held during an emergency special meeting, and all other rules governing special meetings shall be observed with the exception of the twenty-four (24) hour notice.

The minutes of the emergency special meeting, a list of persons the Manager or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in the District office as soon after the meeting as possible.

1050.40 Adjourned Meetings. A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the President may declare the meeting adjourned to a stated time and place.

1050.50 Annual Organizational Meeting. The Board of Directors shall hold an annual organizational meeting at its regular meeting in December. At this meeting the Board will elect a President, Vice President and Secretary from among its members to serve during the coming calendar year.

1050.60 The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

1050.70 The Chairperson and the Manager shall insure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate. All Board meetings shall be open and freely accessible to the public, including those with disabilities.

1050.80 Board meeting recordings shall be posted to the District website to allow for public access.

1050.90 Committees created by formal action of the Board shall comply with the Brown Act.

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POLICY TITLE: Board Meeting Agenda
POLICY NUMBER: 1060

1060.10 The Manager and the Board President shall prepare an agenda for each regular, special and closed meeting of the Board of Directors. Board members may place items on the agenda by written request to the Board President or the Manager two weeks in advance of the meeting.

1060.11 The Board of Directors may limit the time allowed for any one person to speak on an issue at a Board meeting.

1060.20 This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting.

1060.30 At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review within the District office, the Kensington Library, the Kensington kiosk and Colusa Market. A public copy of the entire Board packet for regular meetings will be available for review at the District office, the El Cerrito Fire Station Headquarters, and the Kensington Library.

1060.31 A public copy of the entire Board packet will be posted on the District's website for review prior to the Board meeting.

1060.32 The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting in the same locations specified herein above.

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POLICY NUMBER and TITLE: **1070 Board Officers**

1070.10 The President of the Board of Directors shall serve as chairperson at all Board meetings. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions. In addition, the Board President shall:

- 1070.11** [Reserved]
- 1070.12** [Reserved]
- 1070.13** Represent and speak for the organization to other organizations and to the public.
- 1070.14** Preside at business meetings.
- 1070.15** Appoint committees.
- 1070.16** Sign letters or documents necessary to carry out the will of the organization.
- 1070.17** Preside at meetings of the Board of Directors or governing board.

1070.20 The Vice President of the Board of Directors assumes the duties of the President in case of absence or incapacity of the President. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.

1070.30 The Secretary of the Board of Directors shall certify the correctness of the minutes and enter them in the official minute book; sign official documents to attest to their authenticity; and carry on the official correspondence of the organization as directed, except correspondence assigned to other officers.

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POLICY TITLE: Board Meeting Conduct
POLICY NUMBER: 1080

1080.10 Meetings of the Board of Directors shall be conducted by the Chairperson in a manner consistent with the policies of the District. The latest edition of Sturgis' Standard Code of Parliamentary Procedure will also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with Sturgis' Standard Code of Parliamentary Procedure.

1080.20 All Board meetings shall commence at the time stated on the agenda and shall be guided by same. However, an agenda is flexible and items may be changed or moved by the Chairperson, or by general consent, or by a majority vote of the Board.

1080.30 The conduct of meetings shall, to the fullest possible extent, enable Directors to:

1080.31 Consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems; and,

1080.32 Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

1080.40 Provisions for permitting any individual or group to address the Board concerning any item on the agenda of special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as followed:

1080.41 Five (5) minutes may be allotted to each speaker and a maximum of twenty (20 minutes) to each subject matter;

1080.50 The normal time for adjournment shall be 10:00 p.m. The meeting may be extended by a majority vote of the Board.

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POLICY TITLE: **Members of the Board of Directors**
POLICY NUMBER: **1090**

1090.10 Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors.

1090.20 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.

1090.30 Directors shall defer to the chairperson for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.

1090.40 Directors may request for inclusion into minutes brief comments pertinent to an agenda item, only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).

1090.50 Directors shall abstain from participating in consideration on any item involving a personal or financial conflict of interest. Unless such a conflict of interest exists, however, Directors should not abstain from the Board's decision making responsibilities.

1090.60 Requests by individual Directors for substantive information and/or research from staff will be channeled through the President.

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POLICY TITLE: Attendance at Meetings
POLICY NUMBER: 1091

1091.10 Members of the Board of Directors are expected to and shall attend all regular and special meetings of the Board unless there is good cause for absence.

1091.20 Good cause for absence, including late arrivals or early departures, includes temporary illness or other unavoidable circumstances of which the President of the Board is notified prior to the meeting. Good cause also includes Board authorized meeting absences such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.

1091.30 A Board Member who will be absent for good cause may notify the Manager by electronic transmission (email), telephone communication, or letter. The Manager shall notify the President and the Board of all absences that are excused for good cause. The minutes shall indicate whether an absence was excused.

1091.40 A vacancy shall occur if a Board Member is absent from three (3) consecutive regular meetings without good cause, except as otherwise provided for by law or as authorized by the Board.

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POLICY TITLE: Board Actions and Decisions
POLICY NUMBER: 1100

1100.10 Actions by the Board of Directors include but are not limited to the following:

1100.11 Adoption or rejection of regulations or policies;

1100.12 Adoption or rejection of a resolution;

1100.13 Adoption or rejection of an ordinance;

1100.14 Approval or rejection of any contract or expenditure;

1100.15 Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of personnel; and,

1100.16 Approval or disapproval of matters which require or may require the District or its employees to take action and/or provide services.

1100.20 Action can only be taken by the vote of the majority of the Board of Directors. Three (3) Directors represent a quorum for the conduct of business. Actions taken at a meeting where only a quorum is present, therefore, require all three (3) votes to be effective (unless a 4/5 vote is required by policy or other law).

1100.21 A member abstaining in a vote is considered as absent for that vote.

1100.211 Example. If 3 of 5 Directors are present at a meeting, a quorum exists and business can be conducted. However, if 1 Director abstains on a particular action and the other 2 cast "aye" votes, no action is taken because a "majority of the Board" did not vote in favor of the action.

1100.212 Example. If an action is proposed requiring a two-thirds vote and 2 Directors abstain, the proposed action cannot be approved because 4 of the 5 Directors would have to vote in favor of the action.

1100.213 Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, 3 Directors must vote in favor of the appointment for it to be approved. If 2 of the 4 Directors present abstain, the appointment is not approved.

1100.30 The Board may give directions which are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the Administrator.

1100.31 The Chairperson shall determine by consensus a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the Chairperson, a voice vote may be requested.

1100.32 A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action.

1100.33 Informal action by the Board is still Board action and shall only occur regarding matters which appear on the agenda for the Board meeting during which said informal action is taken.

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POLICY TITLE: Minutes of Board Meetings
POLICY NUMBER: 1110

1110.10 The Manager of the District shall keep minutes of all regular and special meetings of the Board of Directors.

1110.11 Copies of said minutes shall be made for distribution to Directors with the agenda for the next regular Board meeting.

1110.20 An recording of any regular or special meeting of the Board of Directors, not including closed sessions, will be made by the Manager.

1110.30 Motions, resolutions or ordinances shall be recorded as having passed or failed, and individual votes will be recorded unless the action was unanimous.

1110.31 All resolutions and ordinances adopted by the Board shall be numbered consecutively starting new at the beginning of each fiscal year.

1110.40 The minutes of Board meetings shall be maintained as hereinafter outlined.

1110.41 Procedure:

1110.411 Date, place and type of each meeting;

1110.412 Directors present and absent by name;

1110.413 Call to order;

1110.414 Arrival of tardy Directors by name;

1110.415 Pre-adjournment departure of Directors by name, or if absence takes place when any agenda items are acted upon;

1110.416 Adjournment of the meeting;

1110.417 Record of written notice of special meetings; and,

1110.418 Record of items to be considered at special meetings.

1110.42 Board Actions:

1110.421 Approval or amended approval of the minutes of preceding meetings;

1110.422 Information as to each subject of the Board's deliberation;

- 1110.423** Complete information as to all actions taken by consensus of the Board.
- 1110.424** A record of all contracts entered into;
- 1110.425** All employments and resignations or terminations of employment within the District;
- 1110.426** A record by number of all transmittals approved for payment;
- 1110.427** Financial reports as listed in the Operations Manual shall be presented to the Board every month;
- 1110.432** A record of all important correspondence;
- 1110.433** A record of the Fire Chief's report to the Board;
- 1110.434** A record of the Administrator's report to the Board;
- 1110.435** A record of the Board's directives to the Manager and the Fire Chief.
- 1110.436** Approval of all policies and Board-adopted regulations; and,
- 1110.437** A record of all visitors and delegations appearing before the Board.

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POLICY TITLE: Reimbursement
POLICY NUMBER: 1120

1120.10 Members of the Board of Directors shall be reimbursed for all legitimate expenses incurred in attending any meetings or in making any trips on official business of the Board when so authorized in accordance with Policy #1130. Reimbursement for the cost of the use of a Director's vehicle shall be on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of the vehicle usage.

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POLICY TITLE: Training, Education and Conferences
POLICY NUMBER: 1130

1130.10 Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities is to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

1130.11 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.

1130.20 It is the policy of the District to encourage Board development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.

1130.21 The Manager is responsible for making arrangements for Directors for conference and registration expenses, and for per diem. Per diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the Manager, together with validated receipts.

1130.22 Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.

1130.23 Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum for transportation and housing accommodations by:

1130.231 Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates.

1130.232 Directors traveling together whenever feasible and economically beneficial.

1130.233 Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

1130.30 A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation, or if it occurs after an

election in which it has been determined that they will not retain their seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

1130.40 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

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POLICY TITLE: Ethics Training
POLICY NUMBER: 1131

1131.10 All Directors, designated staff and committees that are subject to the Brown Act shall receive two hours of training in general ethics principles and ethics laws relevant to public service within one year of election or appointment to the Board of Directors and at least once every two years thereafter, pursuant to Government Code 53234 et seq. as may be amended from time to time.

1131.11 All ethics training shall be provided by providers whose curricula have been approved by the California Attorney General and the Fair Political Practices Commission.

1131.12 Ethics training may consist of either a training course or a set of self-study materials with tests, and may be taken at home, in person, or online.

1131.13 Attendees shall obtain proof of participation after completing the ethics training. Applicable costs for attending the training shall be reimbursed by the District.

1131.13.1 District staff shall maintain records indicating both the dates that attendees completed the ethics training and the name of the provider that provided the training. These records shall be maintained for at least five years after the date of training and may be public records subject to disclosure under the California Public Records Act.

1131.14 District staff shall provide the prospective attendees with information on available training that meets the requirements of this policy at least once every year.

1131.15 A single training course may be used to satisfy the obligation to receive training for multiple agencies or positions.

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POLICY TITLE: Committees of the Board of Directors
POLICY NUMBER: 1140

1140.10 The Board President shall appoint such temporary committees as may be deemed necessary or advisable by President and/or the Board. The purpose of a temporary advisory committee and the time allowed to accomplish that purpose shall be outlined at the time of appointment. A temporary advisory committee shall be considered dissolved when its purpose has been accomplished or when the timeframe for its existence has expired, whichever occurs first.

1140.11 A temporary advisory committee shall be comprised solely of members of the Board, and shall consist of less than a majority of Board members.

1140.12 A temporary advisory committee may make recommendations to the Board. The Board may not delegate any decision-making power to a temporary advisory committee.

1140.13 A temporary advisory committee shall meet on an as-needed basis and shall not have a meeting schedule fixed by resolution or formal action of the Board.

1140.20 The following shall be standing committees of the Board:

1140.21 A Finance Committee composed of two members of the Board of Directors.

1140.22 An Emergency Preparedness and Warning Systems Committee composed of two members of the Board of Directors, plus a supplemental number of members of the public as needed to fulfill the mission of the committee.

1140.30 The Board President shall appoint and publicly announce the Board members of the standing committees for the ensuing year at the Board's regular meeting in January, subject to approval of the Board.

1140.31 New standing committees may be formed and announced at any time during the calendar year, subject to approval of the Board.

1140.32 Standing committees attain a quorum when a simple majority of the committee members are present.

1140.33 The President may appoint or remove members of the public at any time, subject to approval of the Board.

1140.40 All meetings of standing committees shall conform to all open meeting laws (e.g., "Brown Act") that pertain to regular meetings of the Board of Directors.

1140.50 The Board's standing Finance Committee shall be concerned with the financial management

of the District, including the preparation of an annual budget and major expenditures.

1140.60. The Board's standing Emergency Preparedness Committee shall be concerned with (1) recommendations for allocations of effort and funding of initiatives to make Kensington safer from potential civic emergencies, using a multi-hazard approach; (2) identifying opportunities for articulation with community members and other agencies to reduce risk and enhance evacuation procedures and public safety; (3) development of public education initiatives to accomplish the first two goals; (4) articulation with the KPPCSD standing committee on Emergency Preparedness, as well as other Local, County, and State agencies, to achieve the previous goal.

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

POLICY TITLE: Association Memberships
POLICY NUMBER: 1141

1141.10 Purpose: This policy sets forth the rules for membership in associations and establishes who may represent the District.

1141.20 Appropriate Memberships. To take advantage of in-service training opportunities, the District may hold membership in industry related associations. Board Members and staff may attend meetings of national, state, and local associations directly related to the purposes and operations of the District. Decisions to continue, discontinue, or add new memberships shall occur through the annual budget process.

1141.30 Appointment of Representatives. The President shall appoint Board Members as representatives and alternates, as appropriate, to serve as contacts between the District, stakeholder groups, associations and others. The representatives and alternates shall report to the Board in a timely manner on their activities involving these associations. In some cases members may be allowed certain expenses for travel and membership in such associations. This shall be determined and approved by the full Board.

1141.40 District Manager Memberships. The President may designate the District Manager as the appropriate representative or alternate in connection with memberships in any association. The District Manager may designate those associations or industry specific organizations with which his/her association is necessary or desired.

KENSINGTON FIRE PROTECTION DISTRICT

POLICY HANDBOOK

POLICY TITLE: Budget Preparation and Review
POLICY NUMBER: 1150

1150.10 On an annual basis, the General Manager shall draft a proposed annual budget. Such proposed annual budget shall be balanced.

1150.20 Prior to review by the Board of Directors, the General Manager shall present the proposed annual budget to the Board's Finance Committee for review and amendment.

1150.30 The General Manager shall present the proposed preliminary annual budget, as reviewed and amended by the Finance Committee, to the Board for review and amendment no later than the Board's regular meeting in June, or as otherwise scheduled by resolution of the Board.

1150.40 The proposed final annual budget, as reviewed and amended by the Board, shall be adopted no later than the Board's regular meeting in September, or as otherwise scheduled by resolution of the Board.

1150.50 In the event an annual budget is not adopted prior to the start of the fiscal year, the budget last approved by the Board shall remain in effect until such annual budget is adopted.

1150.60 Budget control is maintained at the operational level. The General Manager is authorized to transfer budgeted amounts so long as District expenditures remain within the adopted budget, or as amended by the Board. Budget modifications that increase or decrease the overall annual budget must be approved by the Board.

1150.60 The Board shall review budget performance on a semi-annual basis.

1150.70 The General Manager shall develop administrative procedures that are consistent with the Board's policies, and devise and maintain systems of budgetary control. Such controls may include, but are not limited to:

1. Monthly financial reports to the Board of Directors.
2. Evaluation and reporting of budget variances.
3. Budget amendments for Board approval, as required.

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

POLICY TITLE: Investment of District Funds
POLICY NUMBER: 1160

1160.10 PREMISE

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) §53600.6 and §53630.1); and,

Government Code Sections 5921 and 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,

The treasurer or fiscal officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (CGC §53646(a)).

1160.20 INVESTMENT POLICY

For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the Kensington Fire Protection District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of the Kensington Fire Protection District funds.

1160.30 SCOPE

This investment policy applies to all financial assets of the Kensington Fire Protection District. These funds are accounted for in the Independent Annual Financial Report and include:

Demand Account:
General Fund
Special Tax Fund
Capital Reserve Fund

Investments:
Local Agency Investment Fund

1160.40 PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations for expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

1160.50 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives of the investment activities, in priority order, shall be:

- A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the Kensington Fire Protection District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- B. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the Kensington Fire Protection District to meet all operating requirements which might be reasonably anticipated.
- C. **Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

1160.60 MANAGEMENT OF INVESTMENTS

Authority to manage the investment program is derived from California Government Code Sections 53600, et seq. Management responsibility for the investment program is hereby assigned to the Manager who shall act in consultation with the Finance Committee. District investments shall be maintained by the County Treasurer. Under the provisions of California Government Code §53600.3, the Manager and the Finance Committee are trustees and fiduciaries subject to the prudent investor standard.

1160.70 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

1160.80 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

No public deposit shall be made except in a qualified public depository as established by state laws.

1160.90 INVESTMENT POLICY REVIEW

This Investment Policy shall be reviewed on an annual basis, and modifications must be approved by the Board of Directors.

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

POLICY TITLE: Financial Reserves
POLICY NUMBER: 1170

- 1170.10** It is the District's policy to establish, to the extent practicable, a reserve account to fund fire protection services provided by the City of El Cerrito for a period of 12 months.
- 1170.20** The District shall maintain a capital reserves account to satisfy equipment and building replacement costs in amounts recommended by the Fire Chief. A replacement cost schedule will be included as part of the annual budget.

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

POLICY TITLE: Legal Counsel and Auditor
POLICY NUMBER: 1180

1180.10 The Board of Directors shall appoint a Legal Counsel to assist the Board and District in all applicable issues and activities.

1180.20 Legal Counsel shall be the legal adviser of the District, including the Board as a whole and the Manager. Legal Counsel shall perform such duties as may be prescribed by the Board of Directors. Such duties include, but are not limited to, providing legal assistance necessary for formulation and implementation legislative policies and projects; represent the District's interests, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings; and to keep the Board and District staff apprised of court rulings and legislation affecting the legal interest of the District. Legal Counsel is required to review and approve as to form District legal documents, i.e. contracts, agreements, etc. Legal Counsel shall review all legal issues and Closed Session items that come before the Board. The Legal Counsel shall serve at the pleasure of the Board and shall be compensated for services as determined by the Board.

1180.21 The Legal Counsel reports to the Board as a whole but is available to each Director for consultation regarding legal matters particular to that Board member's participation. No Board member may request a legal opinion of legal counsel without concurrence by the Board, except as such requests relate to questions regarding that member's participation. The Legal Counsel shall be available to the District Manager for consultation on applicable issues and activities.

1180.30 The District Auditor shall be appointed by the Board by a majority vote in a public meeting. The Board shall determine the duties and compensation of the Auditor. The Auditor shall serve at the pleasure of the Board. Selection of the Auditor shall be done in a noticed public meeting.

1180.31 The Finance Committee will oversee the work of an independent auditor, who will report to the Board, to conduct an annual audit of the District's books, records, and financial affairs in accordance with state law. The Manager and contract accountant will install and maintain an accounting system that will completely, and at all times, show the financial condition of the District.

KENSINGTON FIRE PROTECTION DISTRICT POLICY HANDBOOK

POLICY NUMBER and TITLE: **1190 General Manager**

1190.00 General Manager

- 1190.11** Act as chief administrative officer and legal head of the organization.
- 1190.12** Exercise supervision over the organization and all its activities and employees.
- 1190.13** Represent and speak for the organization to other organizations and to the public.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

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POLICY TITLE: Employee Status
POLICY NUMBER: 100

100.10 A "Regular" employee is one who has been hired to fill a regular position in any job classification and has completed his/her probationary period.

100.20 A "Probationary" employee is one who has been hired to fill a regular position in any job classification and has less than three (3) continuous months of service with the District. Upon completion of three (3) months of continuous service with the District in said classification, and upon the Board of Director's decision to retain said employee, said employee shall be granted regular employee status.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

POLICY TITLE: **Vehicle Cost Reimbursement**
POLICY NUMBER: **110**

110.10 When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

110.20 Proof of adequate insurance covering collision, personal injury and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

POLICY TITLE: Educational Assistance
POLICY NUMBER: 120

120.10 Employees of the District are encouraged to pursue educational opportunities which are related to their present work.

120.20 To be eligible for reimbursement of course costs, the employee must receive advance approval for the class(es) from the Board of Directors. Requests for reimbursement should be submitted in writing. The employee will be notified of final approval, or the reasons for disapproval.

**KENSINGTON FIRE PROTECTION DISTRICT
EMPLOYEE HANDBOOK**

POLICY TITLE: Pay Periods and Time Sheets
POLICY NUMBER: 130

130.10 The salaries and wages of all District employees shall be paid bi-monthly, being seven business days after the 15th day and seven business days after the last day of every month. Pay periods are 1st-15th and 16th – 31st.

130.20 Unless otherwise specified through individual employment agreements, all employees must complete timesheets bi-monthly. Timesheets must be completed and submitted on or before the last day of the pay period. Late submittal may delay payment of wages. All timesheets, except that of the General Manager shall be reviewed and approved by the General Manager prior to payroll processing. General Manager timesheets shall be submitted for payroll processing and to the Finance Committee for review. Any issues arising out of the General Manager's timesheets may be referred by the Finance Committee to the Board of Directors.

KENSINGTON FIRE PROTECTION DISTRICT

EMPLOYEE HANDBOOK

POLICY TITLE: Receipt of Gifts
POLICY NUMBER: 131

131.10 An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:

- Is customary and gives no appearance of impropriety and does not have more than a nominal value;
- Does not impose any sense of obligation on either the giver or the receiver;
- Does not result in any kind of special or favored treatment;
- Cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances including the ability of the recipient to reciprocate at District expense.
- Is given and received with no effort to conceal the full facts by either the giver or receiver.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

POLICY TITLE: Performance Evaluation
POLICY NUMBER: 140

140.10 This policy shall apply to all employees.

140.20 An employee may raise any employment concern with any member of the Board.

140.30 The President or his/her designated representative shall conduct a scheduled performance review of each employee annually.

140.40 Performance evaluations shall be in writing by the President in consultation with the Board. Said evaluation shall provide recognition for effective performance and also identify areas which need improvement.

140.50 The performance evaluation shall be signed by the evaluator and shall be discussed with the employee.

KENSINGTON FIRE PROTECTION DISTRICT

EMPLOYEE HANDBOOK

POLICY TITLE: Employee Records
POLICY NUMBER: 141

141.10 This policy shall apply to all employees.

141.20 All personnel information and records are to be considered as confidential to the extent allowed by Federal or State law. The District policy is to require all personnel files to be maintained in a secure and private location and to have employees manage personnel information in that manner.

The District retains personnel records concerning its employees. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, records of disciplinary action, training records, and any certificates or credentials required for an employee's job. Other information concerning employees may be kept as personnel records at the discretion of the District.

In order to keep personnel records current, the Manager must be notified of any change in an employee's personal status and information, such as: changes of address, telephone number, marital status, military status, any birth or death in an employee's immediate family, any change in the name or telephone number of the person to be notified in case of emergency, any change in insurance beneficiary, or any other information needed to maintain accurate records. These changes shall be provided to the Manager within thirty (30) days of the change in an employee's personal status.

Each employee is also responsible for providing the District with records concerning any licenses or certificates required in the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

141.30 Release of Information: Personnel records are considered confidential. Employees may examine their own personnel records, except for letters of reference, by contacting the Manager or his or her designee. Employees may authorize the release of their own personnel records by executing a written request identifying the records to be released and the person or entity to which they may be released. Ordinarily, no information on past or present employees shall be provided by the District, other than employment dates and job title, unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

KENSINGTON FIRE PROTECTION DISTRICT

EMPLOYEE HANDBOOK

POLICY TITLE: Drug and Alcohol Abuse
POLICY NUMBER: 150

150.10 It is the desire of the Board of Directors that all work environments of District Employees be safe and productive and free of the influence of drugs, alcohol and/or other controlled substances. The Board of Directors is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by the inappropriate use of controlled substances.

150.20 The use (except as prescribed by a physician), sale, possession, purchase or transfer of drugs, alcohol and/or other controlled substances by any District employee or officer on District property or work sites or while said employee or officer is on District business is prohibited.

150.21 Employees are also prohibited from being under the influence of drugs, alcohol and/or other controlled substances during hours of work where such substances could impair the fitness of an employee to perform his/her work.

150.22 Commission of any of the actions described above will subject the employee to disciplinary action up to and including termination.

150.23 For the purpose of applying this policy, being under the influence of drugs, alcohol and/or other controlled substances means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of said substances in one's body.

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POLICY TITLE: Use of Tobacco Products Within the District
POLICY NUMBER: 160

160.10 Ample research exists demonstrating the health hazards of the use of tobacco products, including smoking and the breathing of second-hand smoke. Therefore, in the best interest of the health and safety of employees and the general public, the smoking of tobacco products shall be banned completely within District buildings or confined spaces, or in District vehicles.

160.11 The successful implementation of this policy depends upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals on District premises share in the responsibility of adhering to this policy.

160.20 All District employees will be responsible for advising members of the public who are observed smoking tobacco products on District property of the District's policy on the matter. Said individuals shall be asked by staff to refrain from smoking.

160.21 Members of the public who refuse to comply with this policy may be directed to leave District property.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

Policy Number and Title 170 Discrimination, Harassment, and Retaliation Prevention

170.10 Establishment and Purpose.

The Kensington Fire Protection District ("District") is committed to providing and maintaining a respectful and inclusive work environment that is free from discrimination and harassment based on a protected category, and an environment free from retaliation for participating in any protected activity covered by this policy. In accordance with this commitment, it is the policy of the District to provide equal employment opportunities to all employees and applicants for employment.

Accordingly, the Kensington Fire Protection District hereby adopts this Discrimination, Harassment, and Retaliation Prevention Policy ("DHR Policy") in order to reaffirm the District's commitment to preventing and correcting unlawful discrimination, harassment, and retaliation in the workplace; to provide equal employment opportunities to all employees and applicants for employment; to define discrimination, harassment, and retaliation prohibited under this policy; and to set forth procedures and guidelines for investigating and resolving complaints of conduct prohibited by this policy.

The DHR Policy is intended to describe the District's procedures regarding compliance with state and federal laws and regulations. Nothing in the DHR Policy is intended to be in conflict with such laws and regulations, or inconsistent with other personnel policies maintained by the District including, but not limited to, the Employee Handbook or the Code of Conduct. Should any conflict exist as to the District's personnel policies, the DHR Policy shall supersede.

170.20 Basis of Authority.

In accordance with Policy No. 1030 of the Policy Handbook, the Board of Directors ("Board") is the unit of authority within the District.

Effective [REDACTED], 2020, the Board of Directors hereby adopts the Discrimination, Harassment, and Retaliation Prevention Policy and the provisions contained herein.

170.30 Protected Categories and Protected Activities.

It is the District's policy to provide a workplace free of unlawful discriminatory or harassing conduct. As such, the District prohibits discrimination or harassment based on any of the following categories: race, color, religion, creed (including religious dress and grooming practices), national origin, ancestry, citizenship status, physical or mental disability, medical condition (including HIV/AIDS, cancer, or a record or history of cancer), genetic information or genetic characteristics, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (40 years and over), veteran and/or military status, political activities or

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affiliations, status as a victim of domestic violence, assault, or stalking, protected medical leaves (requesting or being approved for leave due to one's own serious health condition or to care for one's family), and any other status protected by state or federal law ("**protected categories**" or "**protected characteristics**").

170.31 This policy applies to all aspects of employment, including, but not limited to hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination. Reasonable accommodation may be available for qualified individuals with disabilities or religious beliefs or practices, as defined by law.¹

170.32 In addition, the District prohibits retaliation against a person who engages in activities protected under this policy, such as: reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy ("**protected activities**").

170.40 Scope of Protection.

The DHR Policy applies to all District employees² (co-workers, supervisors, and managers), applicants, interns, volunteers, contractors, and elected or appointed officials in the workplace. In addition, the DHR Policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from District premises, such as a business trip or business-related social function.

All employees, as well as any individual who comes in contact with such employees, are expected to support the District's anti-discrimination, anti-harassment, anti-retaliation, and equal employment opportunity policies, and to take all steps necessary to maintain a workplace free from discrimination, harassment, and retaliation.

Discriminatory or harassing conduct by or towards any employee, applicant, or anyone who comes into contact with a District employee in the course of their employment will not be tolerated. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of their employment. The District will take appropriate corrective action to remedy any policy violations made by an intern, volunteer, contractor, elected or appointed official, or any other person with whom the District has a business, service, or professional relationship.

170.50 Responsibilities and Rights.

170.51 All employees are expected to assume responsibility for maintaining a work

¹ The District recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the General Manager.

² Hereinafter, as used in the DHR Policy, "employees" includes interns, volunteers, contractors, and elected or appointed officials in the workplace.

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environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates the DHR Policy so that the District has an opportunity to address and resolve any concerns.

170.52 Managers and supervisors³ are required to promptly report conduct that they believe violates the DHR Policy. All managerial and supervisory employees must report any complaints of misconduct to the General Manager or their designee. The District is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

170.53 All District employees have the following rights:

170.531 The right to a discrimination, harassment, and retaliation-free work environment.

170.532 The right to file a complaint of discrimination, harassment, or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.

170.533 The right to a full, impartial and prompt investigation by a District representative or designee into allegations of conduct that would violate this policy.

170.534 The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.

170.535 The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.

170.536 The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.

170.537 The right to file a complaint directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

170.60 Prohibited Conduct.

Discrimination or harassment based solely, or in part, on an individual's protected characteristic or association with a member of a protected category, as defined in Policy No. 170.30, is expressly prohibited. In addition, the District also prohibits retaliation against a person engaging in any protected activities, as defined in Policy No. 170.32. The definition of what constitutes discrimination, harassment, and retaliation for purposes of this DHR Policy is provided in further detail below.

³ "Managers" or "supervisors" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action.

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Conduct need not rise to the level of a violation of law to violate this policy. A single act can violate the DHR Policy and provide grounds for discipline or other appropriate corrective actions. When the District determines that this policy has been violated, it will take immediate and appropriate action to remedy and prevent such discrimination or harassment in the workplace, in the conduct of employment, or other personnel practices of the District, which may include discipline, up to and including termination. In addition, any employee found to have retaliated against another employee who engages in any protected activities as defined by this policy shall be subject to disciplinary action, up to and including termination.

170.70 Discrimination.

As used in the DHR Policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely, or in part, on the employee or applicant's protected characteristic, as provided in Policy No. 170.30.

170.71 Discrimination includes any adverse employment action or differential treatment of an employee or other person doing business with the District based on the individual's protected characteristic. In addition, prohibited discriminatory conduct under this policy also includes unequal treatment based upon the employee or applicant's association with a member of these protected categories or classes.

170.72 Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of a protected characteristic; allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation or other employment-related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

170.80 Harassment.

Harassment under this policy is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories provided in Policy No. 170.30.

Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

170.81 Sexual Harassment

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As used in this policy, sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, and gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Some examples of sexual harassment are:

170.811 Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

170.812 Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, e-mail, faxes, or gestures;

170.813 Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee because of the employee's sex or other protected characteristic;

170.814 Use of social media to conduct sexual advances and or harassment;

170.815 Threats and demands to submit to sexual requests in order keep one's job or avoid some other loss, and offers of employment benefits in return for sexual favors;

170.816 Retaliation for having reported or threatened to report unlawful harassment.

170.82 Sexual harassment is generally categorized into two types:

170.821 Quid Pro Quo ("this for that")

1. Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

170.822 Hostile Work Environment

This type of sexual harassment is defined as conduct of a sexual nature, or on the basis of sex, by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:

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- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

170.90 Retaliation.

170.91 The District values its employees and has an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct. Accordingly, the District will not retaliate against any employee who files a good faith complaint because of their belief that someone or they themselves were subjected to workplace discrimination or harassment in violation of the DHR Policy.

170.92 As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. "Protected activities" may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

170.93 An "adverse employment action" is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

170.94 Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in

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activities protected under this policy.

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Policy Number and Title 180 Complaint and Investigation Procedures

180.10 The District shall take an affirmative role to protect its employees from discrimination, harassment, and retaliation. The District will take all reasonable efforts to resolve complaints internally.

180.20 Any employee or applicant who experiences or witnesses behavior that they believe violates the Discrimination, Harassment, and Retaliation Prevention Policy ("DHR Policy") contained in Policy No. 170 is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior.

180.30 The District maintains the following procedures and guidelines when addressing potential violations of the DHR Policy. All employees, including supervisors and managers, are expected to abide by the procedures and guidelines set forth below.

1. Identify the offensive behavior to the offending employee or other person and request that the behavior cease.
2. Report the offensive behavior either orally or in writing to the employee's supervisor, manager, or the General Manager. Any manager or supervisor who receives a complaint of harassment or discrimination must immediately report the complaint to the General Manager. Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to the General Manager, their designee, or the President of the Board of Directors, and must follow that individual's instructions as to how best to proceed.
 - a) Written complaints may be made using the Complaint Form contained in Policy No. 180.60.
 - b) If the employee directly reports to the alleged offender, the employee should report the conduct to any other supervisor, manager, or the President of the Board of Directors.
3. The General Manager, their designee, or an authorized representative of the District will promptly look into the facts and circumstances of any alleged violation, as appropriate.
4. The District shall initiate an investigation where it has reason to believe that conduct in violation of this policy has occurred. All investigations will be timely, thorough, fair, and completed by qualified personnel.
 - a) Even in the absence of a formal complaint, the District may initiate an investigation where it has reason to believe that prohibited conduct under this policy has occurred.

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- b) Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, the District may need to do an environmental assessment or survey to try to determine if misconduct has occurred.
 - c) To the extent possible, the District will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this policy.
 - d) All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.
5. Upon completion of the investigation, if misconduct is substantiated, the District shall take appropriate remedial action to prevent and correct misconduct and unlawful behavior, up to and including formal discipline where warranted.

To submit a complaint or report of an alleged violation of the Discrimination, Harassment, and Retaliation Prevention Policy, you may contact your supervisor/manager, the General Manager or the President of the Board of Directors.

[GENERAL MANAGER'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

180.40 Filing External Complaints.

Employees and applicants may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

California Department of Fair Employment and Housing
2218 Kausen Drive, Suite 100

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

contact.center@dfeh.ca.gov

<https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West,

P.O Box 36025

San Francisco, CA 94102-3661

1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

180.50 Preventative, Corrective, and Remedial Action

180.51 The District shall take appropriate preventative, corrective, and remedial action(s), up to and including formal discipline, against any employee(s) when an investigation has found that misconduct prohibited by the DHR Policy has occurred. If discrimination, harassment, or retaliation, as outlined in this policy, has been found to have occurred, appropriate preventative, corrective, or remedial action(s) will be promptly taken, including but not limited to the initiation of disciplinary procedures.

180.52 During the course of the investigation, the District may take interim relief measures as appropriate to ensure that any alleged harassment or discrimination does not continue, and to ensure that no retaliation occurs. Measures taken will be determined on a case-by-case basis depending on the specific circumstances of the complaint. Interim relief may include changing supervisory relationships, work locations, or reassigning or placing the accused party on paid administrative leave. The complaining party shall not be required to change work locations or assignments, however, such changes may be made at the complaining party's request.

180.53 In addition, preventative, corrective, or remedial action(s) may also include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as the District.

180.60 Complaint Form

COMPLAINT FORM

COMPLAINANT INFORMATION

NAME: _____

DIVISION / UNIT: _____

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EMPLOYEE HANDBOOK**

OFFICE LOCATION: _____

WORK PHONE: _____

IMMEDIATE SUPERVISOR: _____

Please describe the conduct that you believe violates the Discrimination, Harassment, and Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the General Manager or their designee.

PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY

Person #1 - Name: _____ **Position:** _____ **Work Location:** _____

Person #2 - Name: _____ **Position:** _____ **Work Location:** _____

Person #3 - Name: _____ **Position:** _____ **Work Location:** _____

PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

Witness #1 - Name: _____ **Position:** _____ **Work Location:** _____

Witness #2 - Name: _____ **Position:** _____ **Work Location:** _____

Witness #3 - Name: _____ **Position:** _____ **Work Location:** _____

HAVE YOU COMPLAINED TO ANYONE AT THE DISTRICT ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result?

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Please submit to your supervisor/manager, the General Manager, or the President of the Board of Directors:

[GENERAL MANAGER'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

[BOARD PRESIDENT'S NAME]
[E-MAIL ADDRESS]
[WORK PHONE NUMBER]

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Policy Title and Number 185 Training Requirements

185.10 All District employees and elected or appointed officials are required to participate in sexual harassment and abusive conduct prevention training. The training will be aimed at increasing their understanding of, and preventing, workplace sexual harassment, as well as their role in creating an underlying culture of mutual respect in the workplace.

185.20 The training will also cover abusive conduct, or workplace bullying, and other types of prohibited harassment, such as harassment based on gender identity, gender expression, and sexual orientation. Specific components of the training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. Employees will be trained on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

185.30 At a minimum, all supervisory employees are required to take two hours of training under this section every two years.

185.40 Non-supervisory employees are required to take one hour of training every two years. The District will make this training available to employees during regular working hours at no cost to the employee. Records of these training activities will be maintained in District files.

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POLICY TITLE: Disciplinary Action
POLICY NUMBER: 190

190.10 The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. The President may discipline any employee for cause.

190.20 Grounds for Discipline.

190.201 Discourteous treatment of the public or fellow employees.

190.202 Drinking of intoxicating beverages or use of illegal or nonprescribed drugs on the job, or arriving on the job under the influence of such beverages or drugs.

190.203 Habitual absence or tardiness.

190.204 Disorderly conduct.

190.205 Incompetency or inefficiency.

190.206 Being wasteful of material, property, or working time.

190.207 Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor; insubordination.

190.208 Neglect of duty.

190.209 Dishonesty.

190.210 Misuse of District property.

190.211 Willful disobedience.

190.212 Conduct unbecoming a District employee.

190.30 All acts of discipline will be accompanied by a letter of warning to the employee stating the reasons and grounds for such discipline. The employee must acknowledge receipt of the warning by

signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may, before the conclusion of the next regular working day, respond in writing to the contents of the letter of warning.

190.40 All negative evaluations or letters of warning shall remain part of the employee's personnel file. Negative evaluation shall not be used by the Board of Directors in decisions to dismiss if the performance has improved or the action which merited a warning has not recurred, each/both for a period of at least one (1) year.

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POLICY TITLE: Internet, Email and Electronic Communications
POLICY NUMBER: 191

191.10 The District believes that employee access to and use of the internet, email, and other electronic communications resources, benefits the District and makes it a more successful local public agency. However, the misuses of these resources have the potential to harm the District's short and long-term success. Employees should have no expectation of privacy in work-related emails or internet usage while using District computers.

The District has established this policy to ensure that the District employees use the District-provided computer resources, such as the internet and email, in an appropriate manner.

191.20 Rules Regarding Prohibited Use: Employees shall not use the District internet and email in an inappropriate manner. Prohibited use of the internet and email systems includes, but is not limited to:

191.21 Accessing internet sites that are generally regarded in the community as offensive (e.g., sites containing pornography or that exploit children).

191.22 Engaging in any profane, defamatory, harassing, illegal, discriminatory, or offensive conduct or any conduct that is otherwise inconsistent in any way with the District policies.

191.23 Distributing copyrighted materials.

191.30 Additional Guidelines: Employees are expected to understand and comply with the following additional guidelines regarding use of the internet and District computer systems.

191.31 Internet access is to be used for the District's business. Use of the internet should not interfere with the timely and efficient performance of job duties. Personal access to the internet and email is not a benefit of employment with the District. Limited personal use of the District's systems to access internet, email, and other electronic communications may be permitted during the employees' break time.

191.32 Employees do not have any right or expectation to privacy in any of the District computer resources, including email messages produced, sent, or received on the District computers or transmitted via the District's servers and network.

191.33 Deleting an email message does not necessarily mean the message cannot be retrieved from the District's computer system. Backup copies of all documents, including email messages, that are produced, sent, and received on the District's computer system, can be made.

191.34 Email and any attachments are subject to the same ethical standards, and standards of good conduct, as are memos, letters, and other paper-based documents.

191.35 Currently all District email sent is not encrypted. Unencrypted email is not a secure way of exchanging information or files. Accordingly, employees are cautioned against transmitting information in an email message that should not be written in a letter, memorandum, or document available to the public.

191.36 Email, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.

KENSINGTON FIRE PROTECTION DISTRICT EMPLOYEE HANDBOOK

POLICY TITLE: Job Description – District Manager
POLICY NUMBER: 200

200.10 Description. The District Manager is a full-time at will employee of the District. The District Manager's job description is reflected in the Memorandum of Understanding between the District Manager and the District which is attached to and incorporated as part of this Employee Handbook.

200.11 One-half of the annual cost of the District Manager's position is paid for by the City of El Cerrito for services rendered to the El Cerrito Fire Department.

7/18

Memorandum of Understanding
Between the Kensington Fire Protection District
and Brenda J. Navellier,
Manager

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Memorandum of Understanding
Between the Kensington Fire Protection District
and Brenda J. Navellier,
Manager (hereinafter employee)

CHAPTER 1 – DISTRICT ADMINISTRATOR JOB DESCRIPTION

The District Manager, as sole employee of the District, is responsible for day-to-day activities of the District including but not limited to the following:

The employee provides management and administrative duties as required by daily operations in the District office. The Manager represents the District to the public, Board members and other agencies and seeks to carry into effect the expressed policies of the Board of Directors. The Manager serves as liaison between the Board of Directors and the Fire Chief, the members of the El Cerrito Fire Department, the City of El Cerrito, Contra Costa County, and District legal counsel.

The employee arranges meetings and conferences; prepares agendas and Board packets; posts meeting notices; attends meetings of the Board of Directors and District Committees; transcribes and edit minutes; prepares agenda items and resolutions as necessary; prepares correspondence and maintains files on official actions of the Board. The employee manages the District website. The employee will spend one-half of the designated work hours on the business of the Kensington Fire Protection District and one-half of the work hours on the business of the El Cerrito Fire Department. The employee may be on-call for needed staff support during and after emergencies within the Kensington Fire Protection District boundaries.

The employee processes all incoming accounts payable and receivable; reports payroll; tracks investments with the County; prepares monthly financial statements; prepares monthly transmittals; reconciles accounts; drafts the District fiscal year budget; calculates the annual appropriations limit; coordinates the health benefit program for retired employees; and works with the Districts contract accountant and the District auditor.

The employee performs all necessary procedures to assist County with District elections; placing the special tax on the tax roll; and enrollment in the County fire districts JPA meeting including attending the JPA's annual meeting.

The employee manages the District building at 217 Arlington Avenue including repairs, maintenance and capital improvement items, and acts as liaison to the District's tenant, the Kensington Community Services District.

CHAPTER 2 – HIRING DATE/IMPLEMENTATION DATE

2.1 Hiring Date/Service Credit

The hiring date is July 19, 1999 and service credit is recognized from the hiring date.

2.2 Agreement Implementation

The implementation of this agreement will take place on July 2018 through the end of the 2018-2019 fiscal year at which time it is subject to annual review per Section 3.1.

CHAPTER 3 – SALARY AND BENEFITS

3.1 Base Annual Salary

The following base annual salary shall apply effective the 1st day of July 2018:

District Manager	\$7,923.33 per month
	(Based on current annual rate of \$95,080 or an hourly rate of \$45.71 x 40 hours/week for 52 weeks)
	KFPD EMPLOYEE HANDBOOK January 2018 Job Descriptions – Manager”

The above salary is subject to review and adjustment by the Board of Directors after an annual review to be performed by the Board President or a designated Director. The review shall be performed during the month of June and will address employee performance and job description, as well as possible salary and benefit adjustments.

The employee will be paid twice per month as follows: two business days following the 15th of the month and two business days following the last day of the month.

3.2 Deferred Compensation

The employee may participate in the District's Deferred Compensation Plan. The District will match employee contributions to the Plan of up to 5% of the employee's base annual salary per fiscal year. Beginning fiscal year 2014-2015 the District will contribute an additional 2.6% of the employee's base annual salary with no required matching contribution by the employee.

3.3 Longevity Bonus

Effective fiscal year 2009-2010 and each fiscal year thereafter, the District shall make longevity bonus payments to an employee with 15 or more years of service with the District. The amount of the longevity bonus will be \$1,000 per year and will be paid on the first payroll date of August.

3.4 Medical Benefits Compensation

It is the District's intention to provide medical insurance for the employee. Since the employee is the sole employee of the District, the District opts to pay the employee a flat rate of \$780 per month of taxable income for employee to purchase medical coverage or to use for non-covered medical expenses. The employee may have alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan.

3.5 Dental Benefits Compensation

It is the District's intention to provide dental insurance for the employee. Since the employee is the sole employee of the District, the District opts to pay the employee a flat rate of \$58 per month of taxable income for employee to purchase dental coverage or to use for non-covered dental expenses. The employee may have alternate comprehensive group dental coverage through a spouse's dental plan or some other group dental plan.

3.6 Life Insurance

The District will provide a term life insurance policy for the employee. The principal sum shall be equal to providers' minimum policy or employee's annual salary if greater than minimum, rounded to the nearest \$1,000.

3.7 Auto Allowance Use and Reimbursement

Employees required to use their own automobiles for District business shall be reimbursed at the Internal Revenue Service allowable rate.

3.8 Benefit Status

- A. The salary and benefits contained herein are granted only to an employee who is in a current pay status. The District shall incur no cost, nor shall benefits accrue for retirees, survivors, or employees in a non-pay status, unless the employee is granted medical leave of absence or military leave of absence.
- B. In the event an employee is in a non-pay status because of a disputed workers' compensation claim, benefits under this article shall be continued upon written agreement of the affected employee to repay to the District the amount of any premiums paid by the District during the non-pay status period if the employee's claim is denied by the Workers Compensation Appeals Board or withdrawn by the employee prior to a decision by the Board.

CHAPTER 4 - HOLIDAYS

4.1 Holidays

The following holidays are recognized as District holidays for pay purposes:

New Year's Day	Veteran's Day
Dr. M.L. King Jr. Birthday (3 rd Monday in Jan.)	Thanksgiving
President's Day (3 rd Monday in Feb.)	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day (July 4)	Christmas Day
Labor Day	½ Day New Year's Eve

In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days fall on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. The afternoon of New Year's Eve, commencing at 12 noon, shall be considered a holiday for pay purposes. In the event Christmas Eve and New Year's Eve fall on a Sunday or a Monday, the preceding Friday afternoons shall be considered holidays for pay purposes.

4.2 Floating Holidays

In addition to the recognized municipal holidays, employees shall receive annually four floating holidays, subject to the same requirements for scheduling vacation under Section 6.2 of this agreement. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

4.3 Compensation for District Holidays

- A. If the employee is on leave-of-absence without pay, they shall not receive any compensation for holidays occurring during such leave.
- B. The employee must be in a pay status on the workday preceding a holiday to be eligible to be compensated for the holiday.

CHAPTER 5 - SICK LEAVE, WORKERS' COMPENSATION, FAMILY SICK LEAVE, AND OTHER LEAVES

5.1 Accrual of Sick Leave - Rate

The employee shall be eligible to accrue sick leave at the rate of two weeks per fiscal year. After 20 or more years of service, the employee shall accrue sick leave at the rate of three weeks per fiscal year.

5.2 Sick Leave - Maximum Accrual

The employee shall not be able to carry over more than two year's worth of sick leave (160 hours) to the following fiscal year unless authorized by the Board of Directors.

5.3 Activity During Sick Leave

No employee who is absent from work on sick leave shall engage in any work or other activity that would interfere with the employee's ability to return to work to perform regular duties.

5.4 Accrued Sick Leave as Life Insurance

Upon the death of the employee, the value of the employee's accrued sick leave, calculated at the employee's hourly rate, shall be paid to the employee's estate or designated beneficiary.

5.5 Workers' Compensation - Disability Payments

An employee receiving disability payments under the Workers' Compensation laws may use accumulated sick leave and vacation leave in order to maintain regular income. Under these circumstances, the employee shall be paid the difference between full salary and the disability payments received. Such sick leave and vacation

leave shall be drawn in proportion to the salary payments required to provide the employee with his/her regular income.

5.6 Family Sick Leave

Under Labor Code 233, employees may utilize accrued sick leave to care for an ill or injured child, spouse, or parent. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts (See Section 4.10 below). However, if the illness or injury qualifies under the Family and Medical Leave Act, it also satisfies the "family sick leave" criteria. The maximum "family sick leave" allowed each calendar year that is subject to this provision is one half (1/2) of the employee's annual accrual of sick leave.

5.7 Bereavement Leave

The employee is entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed three consecutive days when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five days following death. Additional time may be granted and charged as sick leave when, in the opinion of the Board President, unusual circumstances identify the need for additional time off.

Immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, or any other relative of the employee or employee's spouse residing in the same household, or who has resided with the employee in the same household for three or more years. In cases where death has occurred involving someone other than the immediate family, the Board of Directors shall make the decision as to qualification for bereavement leave.

CHAPTER 6 - VACATION

6.1 Eligibility

The employee shall be eligible to take a paid vacation at the end of the first year of continuous service, and annually thereafter.

6.2 Scheduling

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the employee and the Board President with regard for the needs of the District and the preference of the employee.

6.3 Vacation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the employee's current rate of pay.

6.4 Sick Leave During Vacation

Vacation leave may be converted to sick leave subject to the review and approval of the Board President if an employee is injured or sick during the vacation for a period in excess of 24 hours.

6.5 Vacation Carryover and Cash-Out

The employee shall not be able to carry over more than one year's worth of vacation days to the following fiscal year unless authorized by the Board of Directors. Employees may annually cash-out up to 10 days (80 hours) of vacation.

6.6 Accrual

Vacation leave will be accrued from the first day of employment when an employee is in a pay status and will be credited at the beginning of every fiscal year. District holidays shall not be counted during vacation.

KERD EMPLOYEE HANDBOOK
Policy #200 - "Job Description - Manager"

<u>Service</u>	<u>Vacation Benefit Days</u>	<u>Hrs. Earned/Year (40-hour week)</u>
1	10	80.00
5	15	120.00
15	18	144.00
20	20	160.00
25	25	200.00
30	28	224.00

CHAPTER 7 - WORK SCHEDULE

7.1 Workweek

The normal workweek for full-time confidential employees is 40 hours. The normal workday is 8 hours per day.

CHAPTER 8 - OVERTIME

8.1 Overtime Policy – Definition

It is the policy of the District that overtime work is to be kept at a minimum consistent with the protection of the lives and property of Kensington citizens and the efficient operation of the Kensington-El Cerrito Fire Department. Overtime must be authorized by either the Board President or the Fire Chief and is subject to such other rules and procedures as the Board of Directors may prescribe.

Overtime shall be defined as time worked beyond the hours worked in the normal workweek, defined in Section 7.1 herein as 40 hours for the employee. Hours worked are defined as all time during which an employee is necessarily required to be on the employer's premises, on duty or at a prescribed work place. Sick leave, vacation, holidays and other paid leave are considered to be part of the normal workweek and unpaid leave shall not be included as time worked.

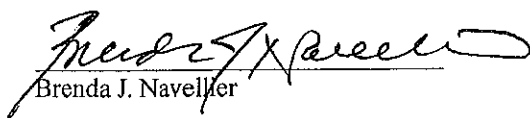
8.2 Overtime Compensation

For hours worked in excess of forty in any workweek, one of the following shall occur at the discretion of the employee:

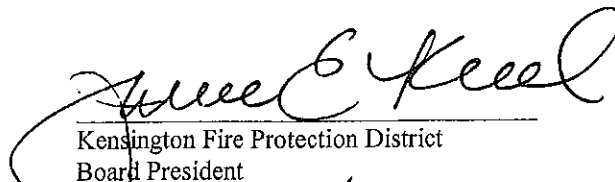
- A. Employee shall accrue compensatory time off on a time-and-one-half basis; or
- B. Overtime shall be paid at time-and-one-half the regular hourly rate of pay.

8.3 Maximum Accumulation of Compensatory Time

The employee may not accrue more than 40 hours of compensatory time-off without permission of the Board President.


Brenda J. Navellier

Date: 6/21/18


Kensington Fire Protection District
Board President

Date: 6/29/18

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

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KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

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

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

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

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: District Fiscal Year Calendar
POLICY NUMBER: 2

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

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

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

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

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

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

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Worker's Compensation
POLICY NUMBER: 3a

3a.10 All employees are covered for Workers' Compensation, effective the first day of employment. Workers' Compensation provides employees and/or their beneficiaries with certain benefits in the event of a work related illness, injury, or accidental death. The District pays the full cost of this coverage, whether through a self-insurance mechanism or an insurance product. If an employee sustains a work-related illness or injury, he or she must report the illness or injury to the President of the Board or the Vice President, in the absence of the President, within 24 hours of the occurrence. Failure to do so could result in a delay of benefits.

3a.20 All payments for lost wages or salary due to a work-related illness or injury, medical treatment, and any other benefits will be made by the workers' compensation claims administrator or insurance carrier as required by law. Workers' Compensation benefit payments may be coordinated with any accrued sick leave or vacation leave as part of a medical or disability leave of absence. For more information about Workers' Compensation benefits, please contact the Manager.

3a.30 Notices of workers compensation benefits shall be posted annually as required by California law by or at the direction of the Manager. A form for such notices is available at: <https://www.dir.ca.gov/dwc/NoticePoster.pdf>.

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

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

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

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

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

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

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

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

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

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

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

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Records Retention
POLICY NUMBER: 5

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

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

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

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

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

5.42 Budget Documents:

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

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

5.43 Accounts Payable Documents:

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

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

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

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

5.44 Accounts Receivable Documents:

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

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

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

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

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

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

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

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

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

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

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

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Monthly Financial Reports
POLICY NUMBER: 6

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

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

Kensington Fire Protection District
Trial Balance
As of November 13, 2018

	Nov 13, 18	
	Debit	Credit
Petty Cash	200.00	
MCI Fund - Mechanics	0.00	
KFPD Revolving Acct - Gen Fund	17,148.31	
General Fund	691,085.21	
Special Tax Fund	6,886.68	
Capital Fund	6,806.77	
Grants Receivable	0.00	
Accounts Receivable - Year End	0.00	
Due from County for Reimb.	18,434.01	
Due From Other Funds	0.00	
Accounts Receivable	52,669.01	
Interest Receivable	5,479.19	
Advance on Taxes	3,879,591.60	
Advance on Supplemental Taxes	59,827.33	
KPPCSD Note Receivable	0.00	
Undeposited Funds	0.00	
Deposits on Fixed Assets	0.00	
Prepaid Services - EC	2,052,619.72	
Prepaid Exp.	0.00	
Prepaid CERBT - Retiree Trust	976,043.56	
Investments		557,558.33
Investments:Capital Replacement Funds	3,186,299.00	
Investments:Fire Protect. Contract Reserves	2,826,907.24	
Land	5,800.00	
Equipment	1,444,675.55	
Accumulated Depreciation-Equip		746,405.15
Building and Improvements	2,391,581.26	
Accumulated Depreciation - Bldg		1,000,180.00
Water System Improvements	0.00	
Current Capital Outlay:Engine Defibrillators	0.00	
Current Capital Outlay:Public Education	0.00	
Current Capital Outlay:Water System Cistern	0.00	
Current Capital Outlay:Engine	0.00	
Current Capital Outlay:P/S Building Repair/Replace	0.00	
Current Capital Outlay:P/S Bldg Bay Doors	0.00	
Current Capital Outlay:Bay Lighting	0.00	
Current Capital Outlay:Computers/Computerized Equip.	0.00	
Current Capital Outlay:Office Equipment-Copier	0.00	
Current Capital Outlay:P/S Building - MCI Fund	0.00	
Current Capital Outlay:EBRICS Radios	0.00	
Current Capital Outlay:FF High Band Radios	0.00	
Current Capital Outlay:B/C Command Vehicle	0.00	
Current Capital Outlay:Thermal Imager	0.00	
Current Capital Outlay:Water System Improvements	0.00	
Current Capital Outlay:Fire Engine Type I	0.00	
Current Capital Outlay:Firefighters Qtrs/Equip	5,318.05	
Current Capital Outlay:Apparatus Bay Construction	0.00	
Current Capital Outlay:Holmatro Tool	0.00	
Current Capital Outlay:Computers/Furniture	0.00	
Prop 1A Loan - State of CA	0.00	
Suspense	0.00	
Due to Revolving Acct - Gen Fnd		18,434.01
Due to Other - Issued by CCC		78,342.64
Due To Other Funds	0.00	
Accounts Payable		1,653.88
Surety Bond Claim Held	0.00	
EI Cerrito Service Contract Pay		2,052,619.65
Wages & PR Taxes Payable		2,992.32
Deferred Comp Payable	0.00	
KPPCSD MCI Deposit Payable	0.00	
GASB 45 Accrual	0.00	
Postretirement Health Ben Liab	0.00	
Postretirement Health Ben-Prior	0.00	
Fund Equity - General		4,848,934.26

Kensington Fire Protection District
Trial Balance
As of November 13, 2018

	Nov 13, 18	
	Debit	Credit
Fund Equity - Capital Projects		1,219,288.00
Fund Equity - Special Revenue		12,769.00
Fund Equity - Gen Fixed Asset		2,403,012.00
Fund Equity		1,836,110.75
Opening Bal Equity	0.00	
Property Taxes		3,804,059.17
Special Taxes		200,453.30
Lease Agreement		11,822.68
Interest Income		26,681.09
Salary Reimbursement Agreement		21,173.56
OUTSIDE PROFESSIONAL SERVICES:LAFCO Fees	2,278.47	
OUTSIDE PROFESSIONAL SERVICES:Contra Costa County Expenses	2,522.98	
OUTSIDE PROFESSIONAL SERVICES:El Cerrito Contract Fee	1,026,309.89	
OUTSIDE PROFESSIONAL SERVICES:Fire Abatement Contract	665.00	
OUTSIDE PROFESSIONAL SERVICES:Risk Management Insurance	12,507.00	
OUTSIDE PROFESSIONAL SERVICES:Professional Fees:Accounting	225.00	
OUTSIDE PROFESSIONAL SERVICES:Professional Fees:Audit	12,500.00	
OUTSIDE PROFESSIONAL SERVICES:Professional Fees:Legal Fees	47,619.16	
OUTSIDE PROFESSIONAL SERVICES:Website Development/Maintenance	1,000.00	
OUTSIDE PROFESSIONAL SERVICES:Wildland Vegetation Mgmt	2,500.00	
RETIREE MEDICAL BENEFITS:PERS Medical	28,722.76	
RETIREE MEDICAL BENEFITS:Delta Dental	3,026.58	
RETIREE MEDICAL BENEFITS:Vision Care	969.30	
COMMUNITY SERVICE ACTIVITIES:Public Education	6,075.78	
COMMUNITY SERVICE ACTIVITIES:Comm. Pharmaceutical Drop-Off	371.40	
COMMUNITY SERVICE ACTIVITIES:Open Houses	261.28	
COMMUNITY SERVICE ACTIVITIES:Community Shredder	1,155.00	
COMMUNITY SERVICE ACTIVITIES:Demonstration Garden	2,097.11	
DISTRICT ACTIVITIES:Firefighters' Expenses	71.32	
DISTRICT ACTIVITIES:Professional Development	1,600.90	
DISTRICT ACTIVITIES:Building Maintenance:Janitorial Service	525.00	
DISTRICT ACTIVITIES:Building Maintenance:Medical Waste Disposal	1,626.80	
DISTRICT ACTIVITIES:Building Maintenance:Gardening service	360.00	
DISTRICT ACTIVITIES:Building Maintenance:Miscellaneous Maint.	998.40	
DISTRICT ACTIVITIES:Building Utilities/Service:Gas and Electric	2,685.98	
DISTRICT ACTIVITIES:Building Utilities/Service:Water/Sewer	1,311.19	
DISTRICT ACTIVITIES:Memberships	7,390.00	
DISTRICT ACTIVITIES:Office:Office Expense	1,342.27	
DISTRICT ACTIVITIES:Office:Office Supplies	590.60	
DISTRICT ACTIVITIES:Office:Telephone	3,043.55	
Staff:Wages	31,693.36	
Staff:Longevity Pay	1,000.00	
Staff:Overtime Wages	137.13	
Staff:Medical/dental ins compensation	3,352.00	
Staff:Retirement Contribution	2,408.64	
Staff:Payroll Taxes	2,767.96	
Staff:Workers Compensation/Life Ins	824.99	
Staff:Payroll Processing	580.50	
Transfers In - Capital		9,969.12
Transfers In - General		108,665.14
Transfers Out - Capital	18,634.26	
Transfers Out - Special	100,000.00	
TOTAL	18,961,124.05	18,961,124.05

Kensington Fire Protection District
Revenue & Expense Budget vs. Actual
 July through October 2018

	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Property Taxes	3,804,059.17	3,955,000.00	-150,940.83	96.2%
Special Taxes	200,453.30	200,453.00	0.30	100.0%
Other Tax Income	0.00	0.00	0.00	0.0%
Lease Agreement	11,822.68	11,822.68	0.00	100.0%
Interest Income	26,681.09	9,750.00	16,931.09	273.7%
Salary Reimbursement Agreement	21,173.56	20,949.36	224.20	101.1%
Miscellaneous Income	0.00	0.00	0.00	0.0%
Total Income	4,064,189.80	4,197,975.04	-133,785.24	96.8%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	2,278.47	2,200.00	78.47	103.6%
Contra Costa County Expenses	2,522.98	268.00	2,254.98	941.4%
El Cerrito Contract Fee	1,026,309.89	1,026,310.00	-0.11	100.0%
Fire Abatement Contract	665.00	8,000.00	-7,335.00	8.3%
Fire Engineer Plan Review	0.00	666.64	-666.64	0.0%
Risk Management Insurance	12,507.00	14,500.00	-1,993.00	86.3%
Professional Fees				
Accounting	225.00	2,300.00	-2,075.00	9.8%
Actuarial Valuation	0.00	0.00	0.00	0.0%
Audit	12,500.00	16,000.00	-3,500.00	78.1%
Legal Fees	16,216.54	11,666.68	4,549.86	139.0%
Total Professional Fees	28,941.54	29,966.68	-1,025.14	96.6%
Water System Improvements	0.00	0.00	0.00	0.0%
Website Development/Maintenance	1,000.00	833.36	166.64	120.0%
Wildland Vegetation Mgmt	2,500.00	2,000.00	500.00	125.0%
Total OUTSIDE PROFESSIONAL SER...	1,076,724.88	1,084,744.68	-8,019.80	99.3%
RETIREE MEDICAL BENEFITS				
PERS Medical	28,722.76	0.00	28,722.76	100.0%
Delta Dental	2,017.72	0.00	2,017.72	100.0%
Vision Care	969.30	0.00	969.30	100.0%
Total RETIREE MEDICAL BENEFITS	31,709.78	0.00	31,709.78	100.0%
COMMUNITY SERVICE ACTIVITIES				
Public Education	6,075.78	5,450.00	625.78	111.5%
Comm. Pharmaceutical Drop-Off	371.40	0.00	371.40	100.0%
Vial of Life Program	0.00	0.00	0.00	0.0%
CERT Emerg Kits/Sheds/Prepared	0.00	2,909.11	-2,909.11	0.0%
Open Houses	261.28	750.00	-488.72	34.8%
Community Shredder	1,155.00	0.00	1,155.00	100.0%
DFSC Matching Grants	0.00	0.00	0.00	0.0%
Firesafe Planting Grants	0.00	333.36	-333.36	0.0%
Demonstration Garden	2,097.11	0.00	2,097.11	100.0%
Community Sandbags	0.00	0.00	0.00	0.0%
Total COMMUNITY SERVICE ACTIVITI...	9,960.57	9,442.47	518.10	105.5%
DISTRICT ACTIVITIES				
Firefighter's Apparel & PPE	0.00	0.00	0.00	0.0%
Firefighters' Expenses	71.32	1,500.00	-1,428.68	4.8%
Staff Appreciation	0.00	0.00	0.00	0.0%
Professional Development	1,600.90	1,666.64	-65.74	96.1%
Building Maintenance				
Needs Assess/Feasibility Study	0.00	0.00	0.00	0.0%
Janitorial Service	420.00	500.00	-80.00	84.0%
Medical Waste Disposal	1,626.80	1,700.00	-73.20	95.7%
Building alarm	0.00	0.00	0.00	0.0%
Gardening service	240.00	500.00	-260.00	48.0%
Miscellaneous Maint.	654.43	4,333.36	-3,678.93	15.1%
Total Building Maintenance	2,941.23	7,033.36	-4,092.13	41.8%
Building Utilities/Service				
Gas and Electric	2,685.98	2,666.64	19.34	100.7%
Water/Sewer	1,311.19	821.68	489.51	159.6%
Total Building Utilities/Service	3,997.17	3,488.32	508.85	114.6%
Election	0.00	0.00	0.00	0.0%
Memberships	7,380.00	700.00	6,680.00	1,055.7%
Office				
Office Expense	1,342.27	1,000.00	342.27	134.2%
Office Supplies	590.60	750.00	-159.40	78.7%
Telephone	2,900.30	2,666.64	233.66	108.8%
Total Office	4,833.17	4,416.64	416.53	109.4%
Total DISTRICT ACTIVITIES	20,833.79	18,804.96	2,028.83	110.8%
Staff				
Wages	31,693.36	31,693.36	-0.28	100.0%
Longevity Pay	1,000.00	1,000.00	0.00	100.0%
Overtime Wages	137.13	529.68	-387.87	26.1%

**Kensington Fire Protection District
Revenue & Expense Budget vs. Actual**

July through October 2018

	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
Vacation Wages	0.00	0.00	0.00	0.0%
Medical/dental ins compensation	3,352.00	3,352.00	0.00	100.0%
Retirement Contribution	2,408.64	2,408.64	0.00	100.0%
Payroll Taxes	2,767.96	2,600.00	167.96	106.5%
Workers Compensation/Life Ins	824.99	1,050.00	-225.01	78.6%
Payroll Processing	514.25	548.36	-34.11	93.8%
Total Staff	42,698.33	43,177.64	-479.31	98.9%
Contingency General	0.00	8,333.36	-8,333.36	0.0%
Total Contingency	0.00	8,333.36	-8,333.36	0.0%
Total Expense	1,181,927.35	1,164,503.11	17,424.24	101.5%
Net Ordinary Income	2,882,262.45	3,033,471.93	-151,209.48	95.0%
Other Income/Expense				
Other Income				
Transfers In - Capital	9,969.12	0.00	9,969.12	100.0%
Transfers In - General	108,665.14	0.00	108,665.14	100.0%
Total Other Income	118,634.26	0.00	118,634.26	100.0%
Other Expense				
Depreciation Expense	0.00	0.00	0.00	0.0%
Transfers Out - Capital	18,634.26	0.00	18,634.26	100.0%
Transfers Out - Special	100,000.00	0.00	100,000.00	100.0%
Transfers Out - General	0.00	0.00	0.00	0.0%
<Gain>/Loss on Asset Disposal	0.00	0.00	0.00	0.0%
Total Other Expense	118,634.26	0.00	118,634.26	100.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	2,882,262.45	3,033,471.93	-151,209.48	95.0%

Kensington Fire Protection District Revenue & Expense Prev Year Comparison

July 1 through November 13, 2018

	Jul 1 - Nov 13, 18	Jul 1 - Nov 13, 17	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	3,804,059.17	3,645,046.42	159,012.75	4.4%
Special Taxes	200,453.30	200,395.20	58.10	0.0%
Lease Agreement	11,822.68	11,822.68	0.00	0.0%
Interest Income	26,681.09	12,410.99	14,270.10	115.0%
Salary Reimbursement Agreement	21,173.56	16,255.23	4,918.33	30.3%
Miscellaneous Income	0.00	1,181.74	-1,181.74	-100.0%
Total Income	4,064,189.80	3,887,112.26	177,077.54	4.6%
Expense				
OUTSIDE PROFESSIONAL SERVICES				
LAFCO Fees	2,278.47	2,122.85	155.62	7.3%
Contra Costa County Expenses	2,522.98	2,711.76	-188.78	-7.0%
El Cerrito Contract Fee	1,026,309.89	942,302.40	84,007.49	8.9%
Fire Abatement Contract	665.00	0.00	665.00	100.0%
Fire Engineer Plan Review	0.00	333.50	-333.50	-100.0%
Risk Management Insurance	12,507.00	13,268.00	-761.00	-5.7%
Professional Fees				
Accounting	225.00	1,056.25	-831.25	-78.7%
Audit	12,500.00	13,000.00	-500.00	-3.9%
Legal Fees	47,619.16	7,133.40	40,485.76	567.6%
Total Professional Fees	60,344.16	21,189.65	39,154.51	184.8%
Website Development/Maintenance	1,000.00	0.00	1,000.00	100.0%
Wildland Vegetation Mgmt	2,500.00	850.00	1,650.00	194.1%
Total OUTSIDE PROFESSIONAL SER...	1,108,127.50	982,778.16	125,349.34	12.8%
RETIREE MEDICAL BENEFITS				
PERS Medical	28,722.76	40,382.10	-11,659.34	-28.9%
Delta Dental	3,026.58	5,044.30	-2,017.72	-40.0%
Vision Care	969.30	1,591.80	-622.50	-39.1%
Total RETIREE MEDICAL BENEFITS	32,718.64	47,018.20	-14,299.56	-30.4%
COMMUNITY SERVICE ACTIVITIES				
Public Education	6,075.78	2,404.76	3,671.02	152.7%
Comm. Pharmaceutical Drop-Off	371.40	266.37	105.03	39.4%
Open Houses	261.28	251.18	10.10	4.0%
Community Shredder	1,155.00	1,246.79	-91.79	-7.4%
Demonstration Garden	2,097.11	0.00	2,097.11	100.0%
Total COMMUNITY SERVICE ACTIVITI...	9,960.57	4,169.10	5,791.47	138.9%
DISTRICT ACTIVITIES				
Firefighters' Expenses	71.32	0.00	71.32	100.0%
Professional Development	1,600.90	1,021.13	579.77	56.8%
Building Maintenance				
Needs Assess/Feasibility Study	0.00	4,845.00	-4,845.00	-100.0%
Janitorial Service	525.00	525.00	0.00	0.0%
Medical Waste Disposal	1,626.80	1,975.92	-349.12	-17.7%
Building alarm	0.00	115.00	-115.00	-100.0%
Gardening service	360.00	120.00	240.00	200.0%
Miscellaneous Maint.	998.40	1,409.33	-410.93	-29.2%
Total Building Maintenance	3,510.20	8,990.25	-5,480.05	-61.0%
Building Utilities/Service				
Gas and Electric	2,685.98	3,950.28	-1,264.30	-32.0%
Water/Sewer	1,311.19	1,257.80	53.39	4.2%
Total Building Utilities/Service	3,997.17	5,208.08	-1,210.91	-23.3%
Memberships	7,380.00	7,008.00	372.00	5.3%
Office				
Office Expense	1,342.27	973.50	368.77	37.9%
Office Supplies	590.60	297.41	293.19	98.6%
Telephone	3,043.55	2,548.31	495.24	19.4%
Total Office	4,976.42	3,819.22	1,157.20	30.3%
Total DISTRICT ACTIVITIES	21,546.01	26,046.68	-4,500.67	-17.3%
Staff				
Wages	31,693.36	28,812.56	2,880.80	10.0%
Longevity Pay	1,000.00	1,000.00	0.00	0.0%
Overtime Wages	137.13	623.33	-486.20	-78.0%
Medical/dental ins compensation	3,352.00	2,730.00	622.00	22.8%
Retirement Contribution	2,408.64	2,189.76	218.88	10.0%
Payroll Taxes	2,767.96	2,537.20	230.76	9.1%
Workers Compensation/Life Ins	824.99	888.93	-63.94	-7.2%
Payroll Processing	580.50	498.78	81.72	16.4%
Total Staff	42,764.58	39,280.56	3,484.02	8.9%
Total Expense	1,215,117.30	1,099,292.70	115,824.60	10.5%
Net Ordinary Income	2,849,072.50	2,787,819.56	61,252.94	2.2%

Kensington Fire Protection District
Revenue & Expense Prev Year Comparison
 July 1 through November 13, 2018

	Jul 1 - Nov 13, 18	Jul 1 - Nov 13, 17	\$ Change	% Change
Other Income/Expense				
Other Income				
Transfers In - Capital	9,969.12	0.00	9,969.12	100.0%
Transfers In - General	108,665.14	104,984.27	3,680.87	3.5%
Total Other Income	118,634.26	104,984.27	13,649.99	13.0%
Other Expense				
Transfers Out - Capital	18,634.26	9,984.27	8,649.99	86.6%
Transfers Out - Special	100,000.00	95,000.00	5,000.00	5.3%
Total Other Expense	118,634.26	104,984.27	13,649.99	13.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	2,849,072.50	2,787,819.56	61,252.94	2.2%

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Expense Authorization
POLICY NUMBER: 7

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

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

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

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

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

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

7.50 Credit cards: A credit card shall be issued to the Manager. Credit cards shall not be issued or used by members of the Board of Directors. Directors will use their personal credit cards for lawful expenses of the District and seek reimbursement on a form provided by the District for that purpose.

7.51 All credit card bills shall be paid timely to avoid late fees and finance charges.

All credit card expenses shall be reasonable and necessary to the furtherance of District business. No personal expenses shall be charged on a District credit card. If a transaction involves both personal and District business, the employee shall pay for the transaction personally and request reimbursement by the District of the appropriate portion of the expense.

7.52 All credit card transactions shall have third-party documents (receipts) attached and the District purpose annotated by the cardholder.

7.53 A member of the Finance Committee shall review and approve credit card transactions by the Manager.

7.54 All records of the District involving credit card use, including receipts, invoices, and requests for reimbursement are disclosable public records to be maintained consistently with the District's records management policy.

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

Policy Title and Number: 8 Checking Account

8.10 The District shall maintain a revolving fund checking account at a local bank. The balance in said account shall at no time exceed \$200,000. The General Manager or their designee shall request replenishment of this fund from the County through its accounts payable process.

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

8.30 Documentation such as receipts and/or invoices shall be maintained for the amount of each expenditure.

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

KENSINGTON FIRE PROTECTION DISTRICT

OPERATIONS MANUAL

POLICY TITLE: Fixed Asset Accounting Control
POLICY NUMBER: 9

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

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

9.30 Items included in said accounting shall be the following:

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

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

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

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

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

9.51 Description;

9.52 Original cost;

9.53 Acquisition date;

9.54 Life expectancy;

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

9.56 Depreciation schedule

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: District Recognitions
POLICY NUMBER: 10

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

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Building Maintenance
POLICY NUMBER: 11

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

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

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

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

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

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

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

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

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

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

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

circulated and accommodation will be made to minimize disruption.

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

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

11.51 Minor maintenance and expense is defined as:

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

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

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

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

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

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

This Lease ("Lease") is made and entered into, as of 25th October, 2018, by and between the Kensington Fire Protection District ("KFPD" or "Landlord") and the Kensington Police Protection and Community Services District ("KPPCSD" or "Tenant"), who agree as follows:

Lease Provisions

1. Landlord leases to Tenant and Tenant leases from Landlord the Premises, as defined below, within the public safety building located at 215/217 Arlington Avenue, Kensington, California ("the Building"). The "Premises" is defined as that area within the Building designated for the Tenant's use and highlighted in the Permit Submittal dated September 10, 1998, submitted by Marcy Li Wong, Architects, which is attached hereto as Exhibit A. Additional areas included in this lease for nonexclusive use are the exterior common areas of the parking lot, the driveway and the front entrance of the building and the interior common areas as highlighted in the Permit Submittal. Landlord, however, has the sole discretion to determine the manner in which those public and common areas are maintained, operated and used. Tenant acknowledges that the Landlord has made no representation or warranty regarding the condition of the Real Property except as specifically stated in this Lease.

Dedicated Parking Spaces

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

Term of Lease

3. The term of this Lease shall be for eighteen months commencing on January 1, 2019 ("the Commencement Date") and expiring on June 30, 2020, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term"). The lease may be terminated by Landlord or Tenant with ninety (90) days written notice.

Rent

4. Beginning with the Commencement Date, Tenant shall pay to Landlord monthly rent of \$3,050.25 in monthly installments, payable on the 1st of each month for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction.

Permitted Use

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

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

Repair and Maintenance Obligations

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

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

Alterations and Additions

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

Damage and Destruction

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

Shared Cost of Utilities

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

Insurance

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

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

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

Indemnification

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

Assignment and Subleasing

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

(a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;

(b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and

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

Dispute Resolution

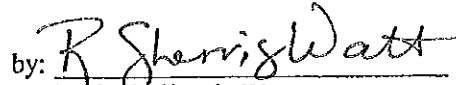
15. Should any disagreement arise regarding any part of this agreement, both boards shall attempt to solve the dispute through negotiations. Should negotiations fail, the two parties agree to mediation, and to share the costs of the mediation. Each party further agrees to be responsible for its own legal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

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

**KENSINGTON FIRE PROTECTION
DISTRICT**, a California special district

by: 
Janice E. Kosel
President of Board of Directors

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

by: 
Rachelle Sherris-Watt
President of Board of Directors

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

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

KENSINGTON ANNEX CITY OF EL CERRITO EMERGENCY OPERATIONS PLAN

Contra Costa County, California

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

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

Reviewed for (NIMS) Compliance February 2007

GENERAL:

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

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

SCOPE:

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

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

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

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

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

Reviewed for (NIMS) Compliance February 2007

LOCAL GOVERNMENT IN SEMS

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

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

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

CONTINUITY OF GOVERNMENT

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

STANDBY OFFICERS

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

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

Reviewed for (NIMS) Compliance February 2007

RECONSTRUCTING THE GOVERNING BODY WITH TEMPORARY OFFICERS

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

MEETING OF THE GOVERNMENT BODY DURING AN EMERGENCY

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

DUTIES OF THE GOVERNING BODY DURING AN EMERGENCY

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

CHAIN OF SUCCESSION

Kensington Fire Protection District
Board President
Vice President
Member at Large (1st arriving)
Member at Large (2nd arriving)
Member at Large (3rd arriving)

El Cerrito Fire Department
Fire Chief
On-Duty Battalion Chief
Fire Prevention Officer
First Reporting Battalion Chief
First Reporting Line Captain

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

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

Reviewed for (NIMS) Compliance February 2007

EMERGENCY OPERATIONS CENTERS

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

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

In order to enhance the effectiveness of emergency operations, the Kensington Fire Protection District has developed and maintained a contractual agreement with the City of El Cerrito to provide fire protection for the community of Kensington. An advantage achieved through this agreement is the consolidation of the EOC. During a major emergency or disaster, the Kensington/El Cerrito Fire Chief or Fire Department line of succession personnel shall be the Kensington Fire Protection District's direct representative in the EOC. The primary EOC is located in the El Cerrito City Hall Building located at 10890 San Pablo Ave, El Cerrito CA. The secondary EOC is located in El Cerrito Fire Station 72 located at 1520 Arlington Blvd, El Cerrito CA. The third alternate EOC is located in the Kensington Fire Station 65 located at 217 Arlington Blvd., Kensington CA.

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

THREATS:

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

Earthquakes

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

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

Reviewed for (NIMS) Compliance February 2007

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

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

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

Fire

Wildfire is a constant threat to Kensington due to its interface with the wildlands of the East Bay Regional Park District on its eastern boundary. The narrow winding hillside streets and abundant shake roofs, trees, and foliage make the community even more vulnerable to fire. In January 1995, Kensington was designated a Very High Fire Hazard Severity Zone (VHFHSZ) by the California Department of Forestry. In 2007 the VHFHSZ Map was revalidated and the entire community of Kensington was re-designated as a VHFHSZ by Cal Fire.

Hazardous Materials Release

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

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Contra Costa County, California

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Dam Failure

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

Evacuation

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

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

CONCEPT OF OPERATION:

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

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

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

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

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

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

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

Staff Assignments

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

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

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

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

Definition

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

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

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

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

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Command Post

Unless damaged or destroyed, the site which will serve as the Kensington Command Post is the El Cerrito City Hall located at 10890 San Pablo Avenue, El Cerrito.

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

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

Communications

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

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

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

Shelters

The Kensington community has few facilities which are capable of housing large numbers of people. Therefore if a disaster should occur which will require the use of temporary shelters, the following sites may be opened and operated until the Red Cross can establish more suitable

accommodations. The appropriate shelter will be designated and announced at the time of the disaster based on the nature and extent of damage.

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

KENSINGTON FIRE PROTECTION DISTRICT OPERATIONS MANUAL

POLICY TITLE: Public Records Requests
POLICY NUMBER: 13

13.10 All public record(s) requests shall be handled in accordance with the California Public Records Act (Government Code section 6250 et seq.).

13.11 "Records" include all communications related to public business regardless of physical form or characteristics, including any writing, picture, sound, or symbol, whether paper, magnetic or other media.

13.12 Access should be allowed at all times during business hours. Staff need not disrupt operations to allow immediate access, but a decision whether to grant access must be prompt. The District may not adopt rules that limit the hours records are open for viewing and inspection.

13.13 Staff must provide assistance by helping to identify records and information relevant to a request and suggesting ways to overcome any practical basis for denying access.

13.14 The District has 10 days to decide if copies will be provided. In "unusual" cases the District may, upon written notice to the requestor, give itself an additional 14 days to respond. These time periods may not be used solely to delay access to the records.

13.15 The District may not make records available only in electronic form.

13.16 Access for viewing records is free. Fees for inspection or processing are prohibited.

13.17 Copy costs are set forth in the District's Operations Manual, Policy Number 1.

13.18 It is the District's burden to justify the withholding of any record by demonstrating that the record is exempt or that the public interest in confidentiality outweighs the public interest in disclosure.