



## Kensington Community Services District

DATE: December 11, 2025

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: General Manager's Report for November 4, 2025, Through December 5, 2025

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As a team, all parties are working to continue the seamless work involved in having two vastly different districts become one district.

- On December 2<sup>nd</sup> Rosa moved to the Public Safety Building. She will now serve the Kensington residents in that office Monday through Thursday from 9 a.m. until 2 p.m. Thanks to the assistance of the Fire Chief, Police Chief, Mary, Fernando, San Pablo IT staff and Rosa, the move went very smoothly. Phone Calls to Kensington Police and the Community Services District will continue to ring Rosa's phone and she will be able to direct that call appropriately. Police Dispatch has been informed of this move and the modular that serves as the police department will use volunteers to assist with police related inquiries at the San Pablo address. The IGM and Mary will continue to work with staff preparing the first floor of the Public Safety building for additional administrative staff.
- On December 2<sup>nd</sup> Mary and I met with Chief Gancasz and Chief Saylor. It was a good discussion. I will be providing the board with a separate memo regarding this meeting.
- As noted in the e-mail from the county we will continue to work with them in moving funds from the county to the KCSO. The LAIF money that the county holds has been moved to Five Star Money Market Account.
- Set up a practice zoom session on Tuesday the 2<sup>nd</sup> in hopes of us being better prepared for the board meeting. Thank you Director Paul, Raychel, Rosa, and Lynelle.
- Generated the newsletter attached.
- Direction from Mary and I with Raychel coordinating a 2026 master calendar that will appear on the website.
- We now have a new domain name, but it will take some time to make the transition.
- Discussed with Lisa and Denise of the Pathkeepers the repairs and improvements that need to be made on the three paths. Walked the paths and I agree with their recommendations. This will be brought to the board at the January meeting.

- A follow up letter was sent to prior EPC members concerning the work they have done in the past to assist me in understanding the overall progress on the various subjects that were agreed upon to become work products.
- Walked through the Recreation Building with Fernando and Jenny. The exterior of the building has been painted and many repairs have been accomplished both on the inside and outside of the building. We are expecting HVAC and seismic improvements to be made in December.
- Worked with Johnny and Mary in the proposed Vegetation Removal Grant for 2026 and the proposed House Hardening Grant that will be proposed for the January board meeting.
- The savings with the merger of the two districts is starting to take shape as each entity paid CSDA \$17,975 last year for membership dues, and this year we only paid \$9,391, a savings of \$9,665.
- You will note the attached information regarding the East Bay Wildfire Coalition of Governments. It will appear on the January agenda for approval to join this organization. Supervisor Gioia is Chair of the group and he is planning on joining us for that agenda item.
- I would like to thank Chief Gancasz and his staff for the effort in obtaining the CHP grant which greatly assists the district in maintaining a current fleet at greatly reduced costs to the district. Please note that information from the Chief as follows:

*In early 2025, **Lieutenant Amit Nath** authored and secured a highly competitive CHP DUI/DUID grant, continuing his proven record of bringing outside funding into the Kensington community. This grant fully funded two brand-new 2026 Ford Police Interceptors delivered to the department this month. The vehicles are now undergoing the detailed conversion process required to transform factory models into fully outfitted police units. Volunteers Logan and Gill completed the initial inspections, signed the delivery documentation, and began the registration and equipment-verification process to ensure each vehicle meets our operational standards.*

*The total value of these two patrol vehicles is \$121,263.52—an amount covered entirely by the approved grant, resulting in **no cost to Kensington taxpayers**. This accomplishment reflects one of the Police Department's core priorities: long-term forecasting and responsible procurement of essential equipment. By strategically leveraging grants, we reduce the financial burden on the community while securing high-quality, professional-grade assets that support modern policing.*

*Since 2021, KPD has systematically replaced its entire fleet through this and other innovative funding strategies. Notably, **Lieutenant Nath has secured three fully grant-funded police vehicles totaling approximately \$180,000**, significantly strengthening the department's budget and reducing long-term maintenance costs. These efforts enhance departmental professionalism, improve safety for officers and the public, and increase our ability to attract high-quality applicants who recognize the advantages of working with a well-maintained and modern fleet. Collectively, these results demonstrate our commitment to responsible stewardship, strategic planning, and maximizing every dollar.*



EXHIBIT(S):

- KFPD Potential Consolidation/Reorganization with KPPCSD Funds
- CSDA Invoices
- KCSD Newsletter Fall 2025
- Bayview Refuse & Recycling Newsletter December 2025
- Update on New Domain for Kensington ([kensingtoncsdca.gov](http://kensingtoncsdca.gov))
- Hercules City Council Resolution 25-007- EB Wildfire Coalition of Governments Dues
- Administrative & Park Coordinator Report

Item #19a

**From:** Chris Wong <[Chris.Wong@ac.cccounty.us](mailto:Chris.Wong@ac.cccounty.us)>  
**Sent:** Wednesday, November 26, 2025 10:30 AM  
**To:** David Aranda <[DAranda@kppcsd.org](mailto:DAranda@kppcsd.org)>  
**Cc:** Peter Karumbi <[Peter.Karumbi@ac.cccounty.us](mailto:Peter.Karumbi@ac.cccounty.us)>  
**Subject:** RE: KFPD Potential Consolidation/Reorganization with KPPCSD

Good morning David,

The dissolved fire district funds will be added to KPPCSD property tax settlement in December going forward.

At end of year, after the June settlement, our General Accounting division will true up the cash balance and distribute any remaining cash to KPPCSD

Chris Wong  
Auditor-Controller Division Manager  
Property Tax  
Contra Costa County Office of the Auditor-Controller  
Phone: (925) 608-9318



**California Special  
Districts Association**

*Districts Stronger Together*

California Special Districts Association  
1112 I Street, Suite 200  
Sacramento, CA 95814  
Phone: 877.924.2732 Fax: 916.520.2470  
www.csda.net

## 2025 CSDA MEMBERSHIP RENEWAL

To: Kensington Police Protection and CSD  
10940 San Pablo Ave  
El Cerrito, CA 94530

Membership ID: 134  
Issue Date: October 1, 2024  
Due Date: December 31, 2024

<b>RMS-Regular Member Annual Membership Dues Jan - Dec 2025</b> (Includes membership for all agency staff and elected/appointed officials as designated by agency)	<b>\$8,637.00</b>
Annual Membership for National Special Districts Coalition	Included with CSDA membership
<u>Optional Add-Ons</u>	
\$225 CSDA Sample Policy Handbook (Already subscribed? Contact membership@csda.net for renewal)	\$
Donate to the Special District Leadership Foundation (SDLF). Learn more at www.sdlf.org  <i>Note: A donation from a special district or public agency must comply with any policy related to charitable donations adopted by the agency or be approved by the governing body of the agency.</i>	\$
Total:	\$
<b>Credit Card Payment</b>	
Name on Account:	Account Number:
Expiration Date:	Auth Signature:

Check Date	12/2024
Check No.	
Amount	\$8,637
GL Code	819
Approval	

### Payment options:

- By mail: Make check payable to CSDA and mail to 1112 I Street, Suite 200, Sacramento, CA 95814
- By fax: Complete this form with credit information and fax it to 916.520.2470
- By phone: Call 877.924.2732 to pay with a credit card
- Online: Log into www.csda.net > go to your Profile > Manage My Agency > Pay Dues
- By ACH: contact membership@csda.net for more information

OBRA 1993 prohibits taxpayers from deducting, for federal income tax purposes, the portion of membership dues that are allocable to the lobbying activities of trade organizations. The nondeductible portion of your dues is estimated to be 8%. To view dues categories, please visit the CSDA transparency page at www.csda.net

***Thank you for being a CSDA Member!***



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www.csda.net

**2025 CSDA MEMBERSHIP RENEWAL**

To:	Membership ID:	1374
Kensington Fire Protection District 217 Arlington Avenue Kensington, CA 94707	Issue Date:	October 1, 2024
	Due Date:	December 31, 2024

<b>RM-Regular Member Annual Membership Dues Jan - Dec 2025</b> (Includes membership for all agency staff and elected/appointed officials as designated by agency)	<b>\$9,338.00</b>
Annual Membership for National Special Districts Coalition	Included with CSDA membership
<b>Optional Add-Ons</b>	
\$25 2025 Required State & Federal Labor Law Poster	\$
\$225 CSDA Sample Policy Handbook (Already subscribed? Contact membership@csda.net for renewal)	\$
Donate to the Special District Leadership Foundation (SDLF). Learn more at www.sdlf.org  <i>Note: A donation from a special district or public agency must comply with any policy related to charitable donations adopted by the agency or be approved by the governing body of the agency.</i>	\$
Total:	\$
<b>Credit Card Payment</b>	
Name on Account:	Account Number:
Expiration Date:	Auth Signature:

Approved M Morris-Mayorga  
Paid by Mechanics Bank Bill Pay  
Budget Category = District Activities/Memberships  
Description = CSDA Member Dues 2025

**Payment options:**

- A. By mail: Make check payable to CSDA and mail to 1112 I Street, Suite 200, Sacramento, CA 95814
- B. By fax: Complete this form with credit information and fax it to 916.520.2470
- C. By phone: Call 877.924.2732 to pay with a credit card
- D. Online: Log into www.csda.net > go to your Profile > Manage My Agency > Pay Dues
- E. By ACH: contact membership@csda.net for more information

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**Thank you for being a CSDA Member!**

10/24/2025 11:12 AM

Regular Checking

1550780

WITHOUT THE SAFETY FEATURES LISTED ON THE BACK

Apply to account: 134 - Kensington Police Protection & CSD

1710256147

Kensington Police Protection & CSD  
10940 San Pablo Ave  
Bldg B  
El Cerrito, CA 94530

94-4303  
1211

DATE  
10/17/2025

000200067

Five Star Bank  
2240 Douglas Blvd Ste 100  
Roseville CA 95661

PAY TO THE ORDER OF  
**NINE THOUSAND THREE HUNDRED NINETY-ONE DOLLARS AND NO/100**  
**CALIFORNIA SPECIAL DISTRICTS ASSOCIATION**

AMOUNT  
**\*\*\$9391.00**



Memo: 2026 CSDA Membership Renew

Signature on File -  
account holder has pre-approved this check  
Void After 90 Days

⑈000200067⑈ ⑆121143037⑆ 1550780⑈

75

**FEDERAL RESERVE BANK REGULATION CC**  
Security features on this document include a Micro-Print Border, Original Document Security Screen, Void Penograph, Security Folds and Security Paper with Bleach and Oxidizer Reactivity, Polar Class Solvent Reactivity, Non-Polar Class Solvent Reactivity, Friction® and Invisible Embedded Fibers.  
® Padlock design is a certification mark of Check Payment Systems Association

Pay to the Order of  
ENDORSE HERE  
1514326  
PAY TO THE ORDER OF  
FIVE STAR BANK  
MEMBER OF THE  
CALIFORNIA SPECIAL  
DISTRICTS ASSOCIATION  
CSDA Finance Department  
4290 Rockledge  
CSDA Online Depositing 4326  
DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

Amount: \$-9,391.00

Statement Description: Check

Check Number: 2000067

Posted Date: 10/23/2025

Type: Debit

Status: Posted



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10940 San Pablo Ave  
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Donate to the Special District Leadership Foundation (SDLF). Learn more at www.sdlf.org  <i>Note: A donation from a special district or public agency must comply with any policy related to charitable donations adopted by the agency or be approved by the governing body of the agency.</i>	\$
Total:	\$
<b>Credit Card Payment</b>	
Name on Account:	Account Number:
Expiration Date:	Auth Signature:

Check Date	10/17/2025
Check No.	
Amount	\$9,391
GL code	153 Prepaid - (GL 819)
Approval	

**Payment options:**

- A. By mail: Make check payable to CSDA and mail to 1112 I Street, Suite 200, Sacramento, CA 95814
- B. By fax: Complete this form with credit information and fax it to 916.520.2470
- C. By phone: Call 877.924.2732 to pay with a credit card
- D. Online: Log into www.csda.net > go to your Profile > Manage My Agency > Pay Dues
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***Thank you for being a CSDA Member!***



# KENSINGTON COMMUNITY SERVICES DISTRICT

## QUARTERLY NEWSLETTER

*This newsletter provides updated information regarding the KCSD and your community.*

### KPD COMMUNITY UPDATE: TWO NEW PROGRAMS SUPPORTING SAFETY & SERVICE

The Kensington Police Department is proud to announce the launch of two community-focused initiatives, **GoodSAM** and **The Blue Envelope Program**, which both are designed to enhance communication, strengthen trust, and improve public safety for all residents.



GoodSAM is an innovative public safety tool that allows officers to view live videos from community members during emergencies or calls for service. Through a secure text or email link, residents can share videos, upload digital evidence, and communicate directly with officers in real-time. This technology provides faster situational awareness, improves response preparedness, and offers another accessible option for reporting incidents.

Agencies utilizing GoodSAM have experienced enhanced response times, increased victim satisfaction, and more favorable outcomes in complex investigations. By piloting this program, KPD continues its commitment to transparency, modern policing, and community-centered service. If you would like more information, please visit [www.goodsamapp.org](http://www.goodsamapp.org)

The Blue Envelope Program supports individuals with autism, cognitive disabilities, or communication challenges during traffic stops or police interactions. Participants can store their license, registration, and communication instructions in a clearly marked blue envelope that alerts officers to unique needs and helps create calm, respectful, and predictable contact. Community members may learn more and pick up a Blue Envelope at the police department or by visiting the KPD website.

Both initiatives reflect KPD's dedication to inclusive, compassionate, and progressive policing. By embracing new tools and supporting vulnerable community members, the department continues its mission to protect and serve with professionalism, empathy, and integrity.

### UPDATE: FIRE OPERATIONS MOVING TO KCSD

As with any organizational transition, we have been working behind the scenes on merging administration (processes, assets/liabilities) in tandem with keeping public facing operations in motion. Police, fire, parks and recreation, and solid waste continue to serve the community. Administrative staff and consultants are tackling critical business items related to consolidating: cash/investments, insurance, financial accounting/reporting, and Board meetings. At the same time, the process of recruiting a full-time general manager is a high priority which we are working with the Board on. Over the next few months, you will see a combined website with a community calendar for ease of accessing information. We appreciate your patience as we move forward to a more coordinated tomorrow.

Volume 2  
Issue 4  
Fall 2025

*Committed to  
Keeping  
Kensington  
Residents  
Informed*

## PARKS AND RECREATION DEPARTMENT

Rosa would like to remind all residents that the Community Center is an excellent venue for your next gathering, whether you're planning a family reunion, a holiday celebration, a birthday party, or simply a fun afternoon with friends. The space offers a warm, welcoming environment and is well-suited for groups of all sizes, making it a convenient and affordable option right here in the community. For rental details, availability, and rates, please reach out to Rosa Ruiz at [r Ruiz@kppcsd.org](mailto:r Ruiz@kppcsd.org) or 510-526-4141.



## KENSINGTON FIRE DEPARTMENT



### Sandbags Available for Kensington Residents

With storm season approaching, residents can pick up free sandbags at the north end of the Kensington Library parking lot (61 Arlington Ave., Kensington). For updates on sandbag availability and restocking, visit [www.kensingtonfire.org/sandbags](http://www.kensingtonfire.org/sandbags)

### Fire Department Annual Holiday Pancake Breakfast & Toy Drive

Kick off the holiday season with the Fire Department's beloved Holiday Pancake Breakfast & Toy Drive on **Saturday, December 6, 2025**, from **9:00–11:00 AM** at the El Cerrito Community Center (7007 Moeser Lane, El Cerrito).

Enjoy a visit from Santa, festive arts and crafts, family-friendly entertainment, and a delicious holiday breakfast served by your local firefighters, all while supporting a great cause. Guests are encouraged to bring a new, unwrapped toy to donate to local families in need. *Tickets are on sale now!* Space is limited, reserve your spot today at [elcerrito.gov/834/Pancake-Breakfast](http://elcerrito.gov/834/Pancake-Breakfast)



## SOLID WASTE DEPARTMENT

### 2.5% Solid Waste Service Price Increase.

Per the contract with Bayview Refuse Service and the District, rates are set to increase effective January 1, 2026, according to the Consumer Price Index increase of 2.5%. The new rate for a standard 32-gallon cart will rise \$1.54 per month. For a complete list of all rates please visit [www.bayviewrefuse.com](http://www.bayviewrefuse.com).



### The 2025 Great Kensington Clean-up Numbers Are In!

Kensington residents were ready for this year's cleanup. The total amount of material collected was approximately 125 tons. Of that total, Bayview was able to recycle 26.16 tons of scrap metal, 2.1 tons of E-Waste, and 100 mattresses. Similar to last year, the customers on the route were super nice and appreciative of all the help they received. The street repaving was a challenge resulting in many return trips and a punch list to complete. Overall, it was a great week!



## Bayview Refuse & Recycling Service, Inc.

December 2025

### \*NOTE: HOLIDAY COLLECTION SCHEDULE:

ALL RESIDENTIAL RECYCLING, COMPOST AND TRASH COLLECTION WILL OCCUR AS USUAL ON THANKSGIVING DAY, AND ONE DAY LATER AT CHRISTMAS AND NEW YEAR'S DAY IF YOUR COLLECTION DAY FALLS ON A THURSDAY OR FRIDAY.\*

## How You Can Make A Difference This Holiday Season

Every year, an estimated 300 million pounds of food is thrown out on Thanksgiving. You can help prevent waste, save the planet and leave more space in your recycling/composting/trash cans by:

- Planning the feast in advance – use a [savethefood.com](https://www.savethefood.com) Guestimator
- Shopping at Farmers' Markets and bringing your own bags
- Using reusable containers for leftovers vs single-use plastic bags or disposable containers
- Using sustainable decorations that are reusable or made from organic materials
- Composting food scraps



And to be a real hero, you can help those less fortunate that may not have food on their table this Thanksgiving. Donate time or money to a local homeless shelter, food bank, food recovery organization like **Food Bank of Contra Costa and Solano**. Visit their website at <https://www.foodbankccs.org/> for more information.

## Tips for a Safe and Sustainable Holiday

Any type of battery disposed of incorrectly can release toxins in the air and on the ground poisoning the environment around us. When crushed, or if they run too hot they can combust causing significant fire hazards. Be sure to store lithium-ion (rechargeable) batteries in a cool, dry place, away from direct sunlight, extreme temperatures and anything flammable. It's best to keep them at a partial charge, between 40% and 60% and disconnect them from devices when not in use.



- ALL batteries should be removed before disposing of any device, power tools, cameras, games and toys, flashlights, hearing aids, etc.
- Buy & use rechargeable batteries and battery chargers.
- Charge only batteries marked rechargeable to avoid toxic leaks or ruptures.
- Remove batteries from stored/seldom-used devices to avoid toxic leaks.
- Don't mix old batteries with new ones.
- Don't mix different types of batteries, or rechargeable with non-rechargeable batteries.
- Don't place batteries, or devices with batteries, where they could overheat.
- Don't open or tamper with battery cases.

Contact Bayview Refuse at 510-237-4614 or [info@bayviewrefuse.com](mailto:info@bayviewrefuse.com) for safe disposal"

Here are some common items we all use during the holidays, and throughout the year. Keep this handy "Tip Sheet" for future reference on where these items go all year!

 <p>Ribbons and Bows</p>	 <p>Christmas Tree &amp; Wreath</p> <p><b>Compost/Organics.</b> Recycle in compost cart (cut in pieces if large) or set at curb on regular collection day. <b>Remove tree stand or base</b></p>
 <p>Broken Ornament</p> <p><b>Trash/Landfill.</b></p>	 <p>Cardboard Box, Bubble Wrap &amp; Peanuts</p> <p><b>Recycle</b> cardboard boxes (flatten to fit in cart) and Reuse bubble wrap, take to packaging store for reuse or</p>
 <p>String of Lights</p> <p><b>Trash/Landfill.</b> Some home improvement retailers collect for recycling.</p>	 <p>Foam &amp; Packaging</p> <p><b>Trash/Landfill</b> if you must.</p>
 <p>Poinsettia</p> <p>Potted plants, cut flowers and wreaths can be <b>Composted</b> without their pots, florist foam or wire frames.</p>	 <p>Loose Plastic Bags</p> <p><b>Trash/Landfill. Trash/Landfill</b> Must be bundled in bag all together.</p>
 <p>Pie Tin</p> <p><b>Recycle</b> after wiping clean. Put paper towel in <b>Compost/Organics.</b></p>	 <p>Broken Dish or Glass</p> <p><b>Trash/Landfill.</b></p>
 <p>Champagne Cork</p> <p><b>Compost/Organics</b> if real cork. Plastic corks are <b>Trash/Landfill.</b></p>	 <p>Holiday Cards &amp; Envelopes</p> <p><b>Recycle</b> all envelopes and paper-only cards (no glitter, foil or photos).</p>
 <p>Drumstick</p> <p><b>Compost/Organics</b> along with food scraps from meal prep and clean up.</p>	 <p>Gift Cards</p> <p><b>Trash/Landfill.</b> Plastic gift and credit cards are not recycled.</p>
 <p>Gift Box &amp; Bag</p> <p><b>Reuse</b> is best but <b>Recycle</b> if beyond reuse.</p>	 <p>Batteries</p> <p><b>Do not place in Trash/Landfill or recycling containers. Save for E-Waste Disposal.</b></p>
 <p>Wrapping Paper</p> <p>Foil and cellophane wrap are <b>Trash/Landfill.</b> Paper wrap (no glitter) can be Recycled.</p>	 <p>Electronics</p> <p><b>Do not place in Trash/Landfill or recycling containers. E-Waste Recycle only.</b></p>

**From:** Raymond Mar <[RaymondM@sanpabloca.gov](mailto:RaymondM@sanpabloca.gov)>  
**Sent:** Tuesday, December 2, 2025 10:29 PM  
**To:** [mmayorga@kensingtonfire.org](mailto:mmayorga@kensingtonfire.org); David Aranda <[DAranda@kppcsd.org](mailto:DAranda@kppcsd.org)>  
**Subject:** FW: Update on your .gov request: kensingtoncsdca.gov

Hi Mary and David,

The new domain for Kensington will be kensingtoncsdca.gov.

**Raymond Mar, MPA, CGCIO**  
**IT Manager**  
**City of San Pablo**  
**“Teamwork San Pablo – 2025 Year of Empowerment”**  
**Information Technology Dept**  
510.215.3041 | Main  
510.215.3012 | Fax  
1000 Gateway Avenue, San Pablo, CA 94806  
Website: [www.SanPabloCA.gov](http://www.SanPabloCA.gov)

**From:** San Pablo <[SanPablo@kppcsd.org](mailto:SanPablo@kppcsd.org)>  
**Sent:** Tuesday, December 2, 2025 9:57 PM  
**To:** Raymond Mar <[RaymondM@sanpabloca.gov](mailto:RaymondM@sanpabloca.gov)>  
**Subject:** Fw: Update on your .gov request: kensingtoncsdca.gov

**HERCULES CITY COUNCIL  
RESOLUTION 25-007**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES APPROVING AN ANNUAL PAYMENT OF \$3,000 FOR MEMBERSHIP DUES TO THE EAST BAY WILDFIRE COALITION OF GOVERNMENTS**

**WHEREAS**, On July 23, 2024, the City Council approved a Memorandum of Understanding (MOU) with the East Bay Wildfire Coalition of Governments (EBWC) to coordinate wildfire prevention activities to protect the East Bay Hills in Alameda and Contra Costa Counties; and

**WHEREAS**, The MOU indicates that if 100% of the EBWC members agree, the coalition may implement dues to fund operational activities; and

**WHEREAS**, The effort to create the EBWC has mainly been driven by volunteers, with professional consulting help financed by funds raised by the coalition; and

**WHEREAS**, To do the work envisioned, professional help is needed for the organizing, program development, fundraising, and management work required to meet the goals of EBWC’s strategic framework; and

**WHEREAS**, 100% of the EBWC members approved a one-year budget and fee structure, subject to each agency’s governing body approving the new fees for each agency; and

**WHEREAS**, a minimum fee of \$3,000 for all member agencies has been proposed; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hercules approves the payment of \$3,000 in annual membership dues to the East Bay Wildfire Coalition of Governments.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 25<sup>th</sup> day of February 2025, by the following vote of the Council:

**AYES: Council Members:** T.Grimsley, D. Bhattarai, Vice Mayor Kelley and Mayor D. Bailey

**NOES:** DS

**ABSENT: Council Member** A. Walker-Griffin

**ABSTAIN:**



**ATTEST:**

Eibleis Melendez, City Clerk

Signed by:

*Dion Bailey*

DA0AE4B53EAE438...  
Dion Bailey, Mayor

**MEMORANDUM OF UNDERSTANDING FOR COORDINATION OF WILDFIRE  
PREVENTION ACTIVITIES TO PROTECT THE EAST BAY HILLS IN ALAMEDA AND  
CONTRA COSTA COUNTIES**

This Memorandum of Understanding ("MOU") is entered into as of \_\_\_\_\_, 2024, (the "Effective Date") by and between the following agencies (referred to herein individually as a "Participating Agency" and collectively as the "Participating Agencies"):

[[List of agencies]]; and any other New Participating Agency in accordance with Section 4 of this MOU.

**Recitals**

**A.** The East Bay Hills along the border of Alameda and Contra Costa Counties, and extending north to Hercules and south to Fremont, is a high wildfire risk zone. As wildfires do not respect political boundaries, fire prevention and vegetation management are regional efforts that require coordination among the many jurisdictions, fire districts, and other regional agencies in the East Bay wildfire zone.

**B.** While there are strong regional coordinating efforts that have been long established, the pace of climate change and its impacts to wildfire in the region call for more coordination at the governing body level. With support from community organizations concerned with wildfire prevention, a group of public officials representing the counties, municipalities and fire districts in the East Bay Hills has come together to form a structure for elected officials to meet their common goals regarding regional wildfire prevention, including providing governance and policy support towards regional efforts to lobby for legislation and funding, improve grant funding and wildfire hazard reduction, resulting in the development, execution and implementation of this MOU. This group desires for the Counties of Alameda and Contra Costa, together with all municipalities and fire districts in the East Bay Hills that include areas in high wildfire risk zones, as determined by the California Department of Forestry and Fire Protection (CAL FIRE), to sign this MOU.

**C.** Each of the Participating Agencies performs wildfire prevention activities, including but not limited to adopting and implementing fire codes; enforcing weed/overgrown vegetation hazard abatement standards; planning, coordinating and applying for local and regional grants, implementing wildfire hazard identification and mitigation programs; and engaging in separate and joint wildfire emergency response planning.

**D.** Staff members of certain Participating Agencies currently work together on common endeavors, particularly within Contra Costa County and within Alameda County. These efforts are expected to continue. The Participating Agencies desire to better coordinate these activities at both the governing body and staff levels to improve their efficacy and efficiency, with the shared goal of increasing each Participating Agency's respective level of service to the residents and property owners in the region.

**E.** In furtherance of this goal, the Participating Agencies desire to create and benefit from opportunities for cross-agency governing body communication and cooperation related to wildfire prevention in the East Bay Hills, without altering any of the Participating Agencies' jurisdictional boundaries, existing cooperative efforts at the staff or Board/Council levels, or create new legal authorities.

**F.** The Counties of Alameda and Contra Costa are subdivisions of the State of California with responsibility for adopting and enforcing Fire Codes within all unincorporated

areas of the County, though separate fire protection districts and municipalities provide fire prevention and suppression services throughout the entire County.

**G.** The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties with responsibility for providing fire prevention and fire and emergency response services within their respective jurisdictions, whether directly or by contract with a local fire protection district.

**H.** The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties in which fire prevention and fire and emergency response services are provided by local fire protection districts.

**I.** Each of the counties listed in Recital F, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within the unincorporated portions of its respective jurisdiction.

**J.** Each of the municipalities listed in Recitals G and H, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within its respective jurisdiction.

**K.** The [list of fire protection districts] Districts are organized under the Fire Protection District Law of 1987 (Health & Safety Code § 13800 et seq.) to provide fire prevention and suppression services within their jurisdictions within portions of Alameda and Contra Costa Counties.

**NOW THEREFORE**, the Participating Agencies agree as follows:

**1. Shared Intent.** The Participating Agencies desire to collaborate on strategies and activities to minimize wildfire hazards in the East Bay Hills by:

**A.** Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing model fire codes.

**B.** Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing and implementing joint plans to reduce flammable wildland vegetation and replace it with wildfire resistant vegetation where appropriate.

**C.** Working with regional partners including the Hills Emergency Forum and local fire chiefs to identify and apply for state, federal or other funds to assist with wildfire risk mitigation activities including (but not limited to) risk identification, planning, and vegetation removal from public and private lands, protecting sensitive wildlife habitats and native plant landscapes, and supporting private property owners to implement home hardening activities.

**D.** Supporting the planning and coordination efforts of fire chiefs and their staff to plan wildfire evacuations and response, especially where these efforts cross jurisdictional boundaries between one or more of the Participating Agencies.

**E.** Working cooperatively to influence legislation at the State level to support resources and policies to mitigate wildfire risk and to make wildfire safety a priority.

**2. Term of Agreement.** The term of this MOU will commence on \_\_\_\_\_, 20\_ and continue unless terminated pursuant to Section 7, below.

**3. Co-operative Structure: East Bay Hills Regional Wildfire Prevention Coordinating Group.** The Participating Agencies agree to form an East Bay Hills Regional Wildfire Prevention Coordinating Group (WPCG) as described below. The WPCG's responsibilities will be executed in a manner consistent with the Participating Agencies' individual fire prevention responsibilities.

**A. WPCG Members.**

Each Participating Agency will appoint one member and one alternate from its governing body to serve on the WPCG. More specifically, all WPCG members and alternates shall be elected or appointed members of Boards of Supervisors, City or Town Councils, Boards of Directors, or a functional equivalent. Upon authorizing execution of this MOU, each Participating Agency will endeavor to identify its member and alternate within two months. A quorum of the WPCG will consist of representatives of 50% plus one of the Participating Agencies

**B. Principles.** The WPCG will adhere to the following principles:

- i. Each member of the WPCG commits to actively advance the Shared Intent described in Section 1 of this MOU.
- ii. The WPCG will provide a means of coordination, information sharing and peer review concerning means of accomplishing the Shared Intent described in Section 1 of this MOU.
- iii. Signing this MOU and appointing a member to the WPCG does not obligate any Participating Agency to include other Participating Agencies in their individual wildfire prevention and risk mitigation activities.

**C. Duties.** The WPCG will undertake the following duties:

- i. Hold open and public meetings in accordance with a regular meeting schedule established by the WPCG, not less than quarterly.
- ii. Establish goals, procedures and programs, as necessary, for accomplishing the Shared Intent outlined in Section 1 of this MOU.
- iii. Designate a Fiscal Agent, as further described in Section 3.F, and provide policy oversight, advice and direction to the Fiscal Agent.
- iv. Develop and implement a plan for staff support of WPCG activities and objectives, whether provided by members from one or more Participating Agency, or one or more other consulting entities hired the WPCG (such as private companies, other public entities, community-based organizations, or other non-profit organizations).
- v. Propose a dues structure to fund WPCG activities, and implement if so agreed by 100% of WPCG members.
- vi. Apply for grants or other funds that may become available for joint use by the Participating Agencies, if so agreed by the WPCG members.
- vii. In the event that either (i) a dues structure is instituted, or (ii) grants or other funds are received: Adopt, monitor and revise a budget for expenditure or distribution of such funds on an annual basis (or other timeframe established by the WPCG,

taking into account the life cycle of various grants and Participating Agency contributions). The budget will generally outline the staffing assignments and resources needed to accomplish the funded projects.

**D. Chair.** At the first meeting of each calendar year, the WPCG will elect a Chair for purposes of facilitating meetings of the WPCG and overseeing development of the agenda, with whatever assistance the Chair requires.

The Chair also may create a stakeholder advisory group consisting of individuals such as representatives of other public agencies, Firesafe Councils, neighborhood or other community-based organizations, and other organizations owning land and/or serving communities of residences and businesses in the East Bay Hills wildfire zone.

**E. Decision Making.** Except where otherwise noted in this MOU, the WPCG shall make decisions only with an affirmative vote of a majority of the WPCG members (or their alternates, in the members' absence). Additional decision-making procedures may be established by the WPCG as needed.

**F. Designation of a Fiscal Agent.** The WPCG will designate one of the Participating Agencies to serve as the WPCG's "Fiscal Agent," in which role that entity will (i) serve as the WPCG treasurer and (ii) enter into contracts on behalf of the WPCG. The WPCG will review the designation of the Fiscal Agent not more often than once every three years and with at least six months of time for the then-current and newly-selected agencies to prepare for the transition. The selection is subject to approval by the governing body of the newly-selected entity. In the event of a new designation and approval of the governing body of the newly-selected Fiscal Agent, the then-current and newly-selected Fiscal Agents will seek approval from their governing bodies to (i) transfer funds or access to WPCG accounts to the new Fiscal Agent, (ii) assign all outstanding WPCG-required contracts to the new Fiscal Agent, and (iii) take such other actions as may be necessary or convenient to effect the transition of the Fiscal Agent role. The WPCG will establish a process for reimbursing the Fiscal Agent for its actual costs and expenses accrued in performing its duties under this MOU, including for staff time based on then-current hourly rates of compensation.

**4. Addition of Participating Agencies.** Additional municipalities, special districts, and other public agencies may become Participating Agencies after obtaining approval of (a) their governing bodies, and (b) the WPCG. Any additional Participating Agency must evidence its agreement to the terms of this MOU, or a subsequent restatement of this MOU, by executing a signature page in the same form used by the original Participating Agencies and accepting the then-current terms of this MOU. Counter-signature by only the Fiscal Agent is required for the additional Participating Agency to be bound by the terms of this MOU with all other signatories to this MOU.

**5. Employment of Personnel.** The employees of each Participating Agency coordinating services pursuant to this MOU are not, and shall not be deemed, employees of any of the other Participating Agencies for any purpose. Each Participating Agency shall be solely responsible for all salary, benefits, workers' compensation, and insurance for its personnel providing services pursuant to this MOU, and said personnel shall be considered solely employees of the Participating Agencies for all supervisory, disciplinary and other employment related purposes.

**6. Litigation Support.** The Participating Agencies will make their employees available to testify in any litigation brought regarding work performed under this MOU. Should a

Participating Agency request that another Participating Agency's employees testify in litigation following the termination of this MOU, the requesting Participating Agency shall compensate the Participating Agency that is fulfilling the request for employees' costs and expenses in preparing for, traveling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by the requesting Participating Agency or is based solely on allegations of the Participating Agency's negligent performance or wrongdoing.

7. **Termination or Withdrawal.** At any time and without cause, a Participating Agency may terminate its participation in this MOU by giving sixty (60) days' prior written notice to the other Participating Agencies.

8. **Indemnification.** Each of the other Participating Agencies will jointly indemnify, and hold harmless the Fiscal Agent and its directors/councilmembers/supervisors, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Participating Agency) when arising out of performance of this MOU.

The indemnifying Participating Agencies' obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Participating Agencies must, at their expense, satisfy and discharge the same.

This Section 8, Indemnification, will survive termination or expiration of this MOU.

9. **General Provisions.**

A. **Not a Joint Venture or Joint Powers Authority.** The Participating Agencies intend by this MOU to establish only a coordinating arrangement with regard to their respective individual and joint fire prevention activities, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise at this time.

B. **No Third-Party Beneficiary.** This MOU is only for the benefit of the Participating Agencies as corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties. This MOU does not entitle any third party or parties to any right, benefit, position, or right of action of any kind for any reason whatsoever.

C. **Notices.** All written notices required or permitted to be given under this MOU will be deemed made when received by the other party or parties at its/their respective address(es) as indicated on its/their Signature Page(s), attached at the end of this MOU.

D. **Waiver.** No failure on the part of any Participating Agency party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Participating Agency may have hereunder, nor does waiver of a breach or default under this MOU constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

E. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which constitute a single instrument.

**F. Severability.** If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

**G. Amendment.** No modification, waiver, mutual termination, or amendment of this MOU is effective unless made in writing and signed by all of the Participating Agencies.

**H. Disputes.** In any dispute over any aspect of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**I. Governing Law.** This MOU, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of Alameda or Contra Costa County.

**J. Existing Agreements.** This MOU supplements, and does not replace, any prior or future agreements between any two or more Participating Agencies, including for contracted, shared or cooperative fire prevention and/or emergency medical services .

IN WITNESS WHEREOF, the parties have caused this MOU to be executed effective as of the day and year first above written.

[[SIGNATURE PAGES FOR EACH SIGNATORY AGENCY]]



## REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 25, 2025

**TO:** Mayor and Members of the City Council

**SUBMITTED BY:** Dante Hall, City Manager

**SUBJECT:** East Bay Wildfire Coalition of Governments Annual Membership Dues

### RECOMMENDED ACTION:

Staff recommends that the City Council approve a resolution authorizing the payment of \$3,000 in annual membership dues to the East Bay Wildfire Coalition of Governments.

### BACKGROUND:

On July 23, 2024, the City Council approved a Memorandum of Understanding (MOU) with the East Bay Wildfire Coalition of Governments (EBWC) to coordinate wildfire prevention activities to protect the East Bay Hills in Alameda and Contra Costa Counties. The members of the EBWC include the following individuals:

#### Members

Contra Costa County: Supervisor John Gioia  
City of Berkeley: Susan Wengraf (Chair)  
City of Hercules: Councilmember Alex Walker-Griffin  
City of El Cerrito: Councilmember Paul Fadelli  
City of Pinole: Councilmember Maureen Toms  
City of Richmond: Councilmember Soheila Bana (Alternate)  
Rodeo-Hercules FPD: Boardmember Marie Bowman  
Alameda County: Supervisor Elisa Márquez  
City of Oakland: Councilmember Janani Ramachandran (Vice Chair)

#### Fire Department Group

Alameda County (Chief William McDonald)  
Contra Costa County (Assistant Chief Chris Bachman)  
City of Berkeley (Assistant Chief Colin Arnold)  
City of Oakland (Chief Damon Covington)

Technical Advisory Members

Alliance of Fire Safe Councils (Jon Kaufman)  
 Lawrence Berkeley National Laboratory (Mike Torkelson)  
 UC Berkeley (Ruben Lizardo)

According to the MOU, if 100% of the EBWC members agree, the coalition may implement dues to fund activities. At their November 14, 2024, meeting, the members determined that additional funding is needed for ongoing operations, and the coalition is requesting that the City authorize annual payments per its new fee structure.

**ANALYSIS**

The effort to create the EBWC has mainly been driven by volunteers, with professional consulting help financed by funds raised by the coalition. To do the work envisioned, professional help is needed for the organizing, program development, fundraising, and management work required to meet the goals of the strategic framework. As mentioned above, the coalition members approved a one-year budget and fee structure, subject to each agency’s governing body approving it for that agency.

A \$75,000 budget has been established for FY 2025. Contra Costa County and Alameda County have agreed to contribute 60% of the total fees annually (split equally). The remaining 40% is proposed to be divided between the local member jurisdictions based on population size (see chart below). There is a proposed minimum fee of \$3,000 for all members. It is unclear whether the EBWC dues will increase after FY 2025.

	<i>Population</i>	<b>Year 1 (FY 2025)</b>
<b>Alameda County</b>	<i>1,629,000</i>	\$25,000
<b>CC County</b>	<i>1,157,000</i>	\$25,000
<b>Berkeley</b>	<i>125,327</i>	\$3,750
<b>El Cerrito</b>	<i>25,700</i>	\$3,000
<b>Hercules</b>	<i>25,920</i>	\$3,000
<b>Oakland</b>	<i>425,093</i>	\$9,000
<b>Pinole</b>	<i>18,192</i>	\$3,000
<b>Richmond</b>	<i>112,735</i>	\$3,250
		<b>\$75,000</b>

**FISCAL IMPACT:**

The annual fiscal impact for membership in the East Bay Wildfire Coalition of Governments is \$3,000 annually. There is sufficient funding available in the FY 2024-2025 Annual Budget for this expenditure. Future dues contributions would be considered in the City’s regular budget preparation and approval process.

**ATTACHMENTS:**

1. Resolution
2. Staff Report – July 23, 2024, Approval of MOU
3. Resolution - July 23, 2024, Approval of MOU
4. MOU for Coordination of Wildfire Prevention Activities to Protect the East Bay Hills in Alameda and Contra Costa Counties
5. WPCG - Overview of Needs to Be Addressed and Related Efforts
6. East Bay Hills Wildfire Prevention & Coordination Presentation



Item #19g

## Kensington Community Services District

DATE: December 11, 2025  
TO: Board of Directors  
FROM: Rosa Ruiz, Administrative & Park Coordinator  
SUBJECT: Administrative & Park Coordinator Report

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The district office at the Public Building will be closed for Christmas Day and New Year's.

- Thursday, December 25, 2025
- Thursday, January 1, 2026

In addition to holiday closures, I am pleased to share that I have returned to 217 Arlington Ave. The move went smoothly, and being back in the Public Safety Building will make my visits to the center and park more convenient.