

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

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

XV. TERMINATION

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

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

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

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

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

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

XVI. DISTRICT BOARD MEETINGS

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

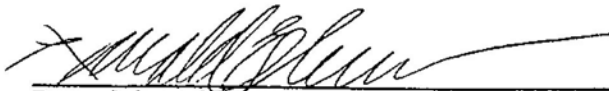
XVII. INTEGRATION AND MODIFICATION

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

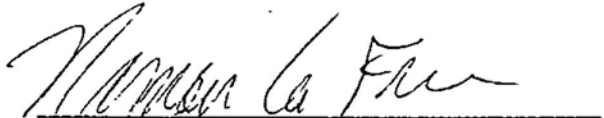
IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

KENSINGTON FIRE PROTECTION
DISTRICT

CITY OF EL CERRITO




Ronald Egherman, President
Board of Directors



Norman La Force, Mayor

President Pro Tem
Board of Directors

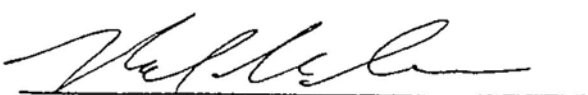


Gary F. Bokorny, City Manager



Linda Giddings, City Clerk

APPROVED AS TO FORM:
DISTRICT COUNSEL



APPROVED AS TO FORM:
CITY ATTORNEY

