

**COOPERATIVE AGREEMENT
BY AND BETWEEN CONTRA COSTA COUNTY AND THE
KENSINGTON COMMUNITY SERVICES DISTRICT
REGARDING “RED FLAG” EVENT PARKING ENFORCEMENT**

This Cooperative Agreement (“Agreement”) is entered into as of _____, 2026, (“Effective Date”) by and between Contra Costa County, a political subdivision of the State of California (“County”), and the Kensington Community Services District, a community services district formed under the Community Services District Law, Government Code section 61000, et seq. (“District”). The County and the District are sometimes referred to herein together as the “Parties,” and each individually as a “Party.”

Recitals

- A. California is experiencing a greater number of “Red Flag” events – days when weather conditions are such that the potential for a wildfire is extremely high. The State Fire Marshal has designated significant portions of the Kensington area as Very High, High, and Moderate Fire Hazard Severity Zones, which means Kensington faces even greater risk of wildfire hazards during “Red Flag” events.
- B. The Kensington area contains narrow and winding roads, roads with tight curves, and critical intersections that could create choke points, making emergency response and resident evacuation extremely challenging in the event of a wildfire or firestorm. District staff determined that parking restrictions on roads within Kensington during “Red Flag” events will enhance public safety and emergency response by making roads passable for emergency vehicles and any necessary resident evacuations.
- C. The County is authorized to adopt and enforce parking restrictions on County roads. The District is authorized to provide police protection and traffic enforcement within its jurisdiction. On June 9, 2026, the County Board of Supervisors adopted Traffic Resolution No. 2026/____, establishing parking restrictions on certain County roads within the District when a “Red Flag” event is declared. The purpose of this Agreement is to delegate parking enforcement on certain County roads to the District during “Red Flag” events.

Agreement

NOW, THEREFORE, the Parties agree, as follows:

1. **Term; Termination.** The term of this Agreement commences on the Effective Date. This Agreement shall remain in effect until it is terminated. This Agreement may be terminated by either Party upon 30 days’ advance written notice from the other Party, or at any time upon the mutual written agreement of both Parties.
2. **“Red Flag” Event Parking Enforcement.** The District represents that it is authorized to enforce “Red Flag” event parking restrictions on roads within the District, as determined

by the District to best facilitate emergency vehicle access and resident evacuations. The ticketing and towing of vehicles in violation of District's "Red Flag" event parking restrictions shall be at the sole discretion of the District. The District shall be solely responsible for collecting any fines for violation of "Red Flag" event parking restrictions within the District, and for seeking reimbursement from responsible third parties of any other costs the District incurs in connection with "Red Flag" event parking enforcement. While this Agreement remains in effect, the County will not be responsible for enforcing any "Red Flag" event parking restrictions within the District.

3. Signage. The County will install signs on roads designated by the District for "Red Flag" event parking restrictions. The signs will give notice that on-street parking is prohibited during declared "Red Flag" events, and that vehicles parked on those roads during a declared "Red Flag" event are subject to removal pursuant to Vehicle Code section 22651(n) and other applicable laws. The locations of those signs will be determined by the KCSD Board of Directors, on advice of the KCSD Fire Chief and KCSD Police Chief. Upon the initial installation of any such sign by the County, the use, maintenance, operation, repair, replacement, and removal of that sign shall be the responsibility of the County.

4. Indemnification.

A. Except to the extent Section 4.B. provides otherwise, the District shall indemnify, defend, and hold harmless the County, its officers, employees, and agents ("County Indemnites" and each a "County Indemnitee") from and against any and all claims, demands, costs, expenses, damages, liabilities, fees, attorney's fees, judgments, attorney's fee awards, and penalties (collectively, "Liabilities") that arise from or are attributable to the negligence or willful misconduct of the District or any of its employees, contractors, and agents in the performance of, or failure to perform, any of the District's obligations under this Agreement, including but not limited to the enforcement or failure to enforce "Red Flag" event parking restrictions.

B. Notwithstanding anything to the contrary in Section 4.A., the County shall indemnify, defend, and hold harmless the District and its officers, employees, and agents from and against any Liabilities, to the extent that those Liabilities arise from the negligence or willful misconduct of any County Indemnitee in the performance of, or failure to perform, any of the County's obligations under this Agreement.

C. This Section 4 shall survive and remain enforceable following the termination of this Agreement.

5. Compliance with Laws. The Parties shall comply with all applicable local, state, and federal laws and regulations while performing their obligations under this Agreement.

6. No Joint Liability. Nothing in this Agreement shall be construed as creating any joint liability with regard to any of the activities undertaken by the Parties under this Agreement.

7. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto. Nothing in this Agreement, express or implied, confers, nor shall it be construed to confer, any legal or equitable right, benefit, or remedy on any person or entity other than the Parties. Nothing in this Agreement establishes or creates, nor shall it be construed to establish or create, any legal duty or obligation owed to any third party.
8. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.
9. **Entire Agreement; Amendment.** This Agreement includes the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.
10. **Counterparts; Digital Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such executed counterparts, when taken together, shall constitute one and the same instrument. A Party may execute this Agreement with a digital signature affixed using a technology that meets the California Secretary of State's requirements for digital signatures.

The Parties have executed this Agreement as of the Effective Date.

CONTRA COSTA COUNTY

**KENSINGTON COMMUNITY
SERVICES DISTRICT**

By: _____
Warren Lai
Public Works Director

By: _____
David Aranda
Interim General Manager