



## Report from Phase 1 Work With the KPPCSD Temporary Committee on Housing the Kensington Police Department and Status of Committee

Julie Stein (narrative) and Jim Watt (slides at the board meeting)

A temporary advisory committee [that is] composed solely of less than a quorum of the legislative body that serves a limited or single purpose, that is not perpetual, and that will be dissolved once its specific task is completed is not subject to the Brown Act (see, C.1).

PUBLIC SAFETY BUILDING Temporary Committee [Note: this is NOT a joint 2x2 Committee.]

- Project scope includes: Liaise with counterparts on the KPPCSD board, if applicable, and with KFPD's interim GM and other staff, consultants, contractors, and constituents related to progress, occupancy options, and financial updates on the seismic renovation of the Public Safety Building.

### A. Potential outcomes of this agenda discussion

**1. Dissolve the temporary committee**, because its task appears to be complete. The KPPCSD is no longer seeking joint occupancy options and a PSB committee is not required for the ongoing seismic renovation project.

- Recommendation: Allow the general managers of the two districts, KFPD and KPPCSD, to negotiate and manage any further discussions on joint occupancy that arise.
- Recommendation: Any new committee formed to discuss any aspect of joint occupancy be an official 2x2 joint committee of the two agencies that is required to hold its meetings in public according to the Brown Act.

**2. Continue with this temporary committee** with a substitution of membership (to be discussed.)

### B. Summary report

#### *i. Initiation*

On January 13, 2023, the KPPCSD temporary committee charged with housing the police department requested a meeting with the KFPD temporary committee as soon as possible. They indicated that a majority of the KPPCSD board was committed to immediately revisiting the remodel of the Public Safety Building, with the goal of housing both our Police and Fire Departments in the PSB. The goal was to develop a rapid roadmap to negotiate, which made sense at that time, given the very early stage of the construction project but with constraints on the types of changes that might still be possible at that stage.

#### *ii. Process*

Discussions between the two committees commenced on January 17, 2023 and continued on most Tuesdays at 10am, through March 7, 2023. The KFPD interim GM staffed the meetings, except for two weeks while on vacation, and the KPPCSD interim GM attended one meeting upon his hiring. In late February into March, the KPPCSD committee began a series of consultations on matters that were internal to KPPCSD and did not involve the KFPD committee, so regular meetings were put on hold during that period with an open option to meet as needed.

Agendas and relevant information were exchanged via email between the two committees and the interim GMs.

#### *iii. Framework for DRAFT "Letter of Intent"*

The KFPD committee and interim GM aimed to help the KPPCSD committee develop a framework that could lead to a proposal that could be presented to both boards if joint occupancy was of interest. The KPPCSD committee was aware that any proposal or "letter of intent" to KFPD for joint occupancy would need to be substantive and include cost-sharing considerations. Both committees were aware that this was a non-binding process with a goal to help the KPPCSD committee arrive at a letter of intent that they felt comfortable sharing with their board for discussion and potential approval for presentation to the KFPD board.

To create structure and to prioritize the various tasks and board decisions that would be required if exploration of joint occupancy were to proceed, the KFPD committee and interim GM identified four phases:

Phase Milestone indicating completion

- Phase 1: KFPD board acceptance of KPPCSD board's letter of intent (based on concepts and principles).
- Phase 2: KFPD and KPPCSD board approvals of joint occupancy floor plans (based on specifics from Phase 1).
- Phase 3: KFPD and KPPCSD board approvals of cost-sharing arrangement (based on specifics from Phase 1 and Phase 2).
- Phase 4: KFPD and KPPCSD board approvals of final agreement governing joint occupancy.

On January 23, 2023, the KFPD committee proposed high-level principles for draft terms and conditions that the KPPCSD could use to shape a proposal or "letter of intent". The draft framework was based on:

- a) principles in the various lease agreements previously agreed upon between KFPD and KPPCSD (see, C.2),
- b) prior work between the KFPD and KPPCSD Interim General Managers in September 2020 (see, C.3),
- c) the KPPCSD board's request to headquarter the police department in the PSB in the future (see, C.4).

In addition, the fire chief and the police chief were consulted. The KFPD Interim General Manager consulted with the Fire Chief on behalf of the temporary committee. We understood that the KPPCSD temporary committee consulted directly with the Police Chief.

The framework for the draft Letter of Intent was iteratively modified through joint weekly discussions and input from both committees. The most recent version of the draft framework and principles shared between the two committees, as of February 20, 2023, is shown below. The KFPD committee received relatively positive feedback from the KPPCSD committee on the framework below indicating that, while it did not reflect all of the details that were important to them, the draft terms were shaping up in the right direction:

*Begin 20 February 2023 draft:*

1. The term of the lease shall commence upon tenant's occupancy of the premises and shall continue in perpetuity so long as tenant remains an occupant of its premises.
2. Rent shall be nominal and payable upon delivery of the premises to tenant.
3. Tenant's space shall be delivered in shell condition and tenant shall complete and pay for its FF&E.
4. Common area maintenance costs shall be prorated based upon the ratio of space exclusively used by fire and police.
5. Total construction costs shall include the initial contract fee, soft costs for construction and costs incurred to oversee construction to completion.
6. Tenant to pay its share of construction costs set forth in item #5, times its share as set forth in #4.
7. Tenant's share of construction costs set forth in item #5 shall be paid to landlord as follows: 50% of lease execution; 25% by September 30, 2023 and 25% upon project completion.
8. Tenant shall be granted 5 parking spaces behind the PSB and shall take steps to minimize noise and disruption to firefighters.
9. Should consolidation of the districts occur this lease shall expire but annual amounts shall be set aside to cover future repairs, seismic upgrades and relocation costs.
10. Should an agreement between the parties not be reached by August 1, 2023, the agreement shall be considered null and void.
11. The parties shall cooperate on the possible shared use of meeting rooms 1 and 2 at the community center (see attached site plan) for use by support staff and auxiliary police needs.

## **Current Plan**

The revised plan assume the police will primarily occupy the first floor and no longer share the conference room with fire. Instead, the second floor will be modified to include a conference table for 10 people in the "day room", as proposed by Bart Jones. The police will also have use of the second floor storage area of about 100 sq. ft. for files and evidence. This will give the police 1,144 sq. ft. of first floor space and 100 sq. ft. of second floor area, or a total of 1,244 sq. ft. of total exclusive space. In addition, police and fire will share 345 sq. ft. of space, bringing the total useable police space to 1,589 sq. ft. The breakdown of space by each floor is shown on the attachments.

The space that is exclusively fire totals 4,670 sq. ft. and police is 1,244 sq. ft., for a ratio of 79% to 21%. Therefore, the police share of estimated total costs of about \$6.8 million would be \$1.4 million.

Since neither board will have space for administrative staff, this space and possibly some additional police space will be needed. A possible solution for this space could be by using meeting room #1 and perhaps some of room #2 for this purpose. With 357 sq. ft. of space, room #1 may be sufficient -- see attached plan.

*End 20 February 2023 draft.*

This report summarizes the Phase 1 work of the KFPD temporary committee (see, C.5, C.6, and C.7).

## **C. References and sources**

### **1. Brown Act (reference to temporary committees)**

[https://www.calcities.org/docs/default-source/city-attorneys/open-public-v-revised-2016.pdf?sfvrsn=995414c9\\_3](https://www.calcities.org/docs/default-source/city-attorneys/open-public-v-revised-2016.pdf?sfvrsn=995414c9_3)

### **2. 1998 – 2020 Public Safety Building Lease Agreements w/KPPCSD**

[https://www.kensingtonfire.org/public-safety-building-lease-agreements-w-kppcsd#body\\_file-fd9297db-3faa-424b-844e-a1d733d11f37](https://www.kensingtonfire.org/public-safety-building-lease-agreements-w-kppcsd#body_file-fd9297db-3faa-424b-844e-a1d733d11f37)

### **3. September 30, 2020 ADJOUNED MEETING from September 9, 2020**

7.5. Public Safety Building Financing and Decision Plan

<https://www.kensingtonfire.org/files/8e4ca8838/BOD+Packet+9.30.2020+rev.pdf>

### **4. May 19, 2021 Letter on behalf of KPPCSD board to KFPD board.**

<https://www.kensingtonfire.org/files/8e6b53586/20210519+KPPCSD+Letter+to+KFPD.pdf>

### **5. January 11, 2023 KFPD Temporary PSB Committee charge:**

[https://www.kensingtonfire.org/files/5afb37bf3/20230111\\_07+President+-+Temporary+Committee+Appointments.pdf](https://www.kensingtonfire.org/files/5afb37bf3/20230111_07+President+-+Temporary+Committee+Appointments.pdf)

### **6. April 19, 2023 KFPD Board Special Meeting**

Recognize receipt of the letter from KPPCSD requesting that KFPD offer the option to lease the first floor

<https://www.kensingtonfire.org/files/9c8f36a94/KPPCSD+ltr+to+KFPD.pdf>

### **7. April 26, 2023 Letter to KPPCSD board on behalf of KFPD board following up from the April 19, 2023 meeting.**

[See, attached letter, which has not been posted on the KFPD website at the time this report was submitted.]



Board of Directors  
Julie Stein (President)  
Daniel Levine (Vice-President)  
Larry Nagel (Secretary)  
Don Dommer  
Jim Watt

April 26, 2023

Ms. Alexandra Aquino-Fike, Board President  
Kensington Police Protection Community Services District  
10940 San Pablo Avenue, Building B  
El Cerrito, CA 94530  
[AAquinoFike@kppcsd.org](mailto:AAquinoFike@kppcsd.org)

Subject: Letter Requesting an Option to Lease the First Floor of the Public Safety Building

Dear President Alexandra Aquino-Fike:

The Kensington Fire Protection District (KFPD) received and met to consider the letter from the Kensington Police Protection and Community Services District (KPPCSD) of April 17, 2023.

At its special meeting on April 19, 2023, the KFPD board considered the request of the KPPCSD board presented in their April 17 letter for an option to lease the first floor of the Kensington Public Safety Building (PSB) in perpetuity at terms to be worked out when the KPPCSD exercises such an option. After deliberation by the full KFPD board, including input from legal counsel, the KFPD board has declined the KPPCSD's request.

At the same time, the KFPD board confirmed that it is receptive to considering a fully specified proposal from KPPCSD to lease some or all of the first-floor space of the PSB, excluding the apparatus bays, which are utilized exclusively for fire department operations. Such a proposal should include specific terms of a proposed lease, including cost-sharing considerations, and a definitive scope for the KPPCSD's occupancy. A request complete with this level of detail can be balanced with the KFPD's own operational needs.

The KPPCSD has made clear that it is not requesting any modifications to the PSB seismic renovation at this time and has encouraged the KFPD to continue that project as currently designed. In this context, the KPPCSD should take whatever time is necessary to clarify its options for housing the KPPCSD district staff and the Kensington Police Department.

The KFPD is ready and willing to continue to serve as a resource to the KPPCSD at the temporary committee or full board level if joint occupancy of the PSB plays a role in KPPCSD's exploratory process.

Best regards,

A handwritten signature in blue ink that reads "Julie Stein".

Julie Stein, President and Director  
Kensington Fire Protection District