



KENSINGTON FIRE PROTECTION DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
AGENDA
Wednesday, September 14th, 2022
7:00pm
Via Zoom Teleconference

Due to COVID-19, and in accordance with California AB 361, the District Board meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe and participate in the meeting by attending the Zoom webinar (on the day and time of the meeting) and may also provide public comment by emailing the Board Clerk at public.comment@kensingtonfire.org by 5:00pm on the day prior to the meeting. Comments will then be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Chair's discretion.

Instructions on how to make a public comment during the meeting: At points in the meeting when the meeting chair requests public comment, members of the public participating in the live meeting either via internet or telephone shall indicate their desire to speak. If participating via internet, please click the "raise hand" feature located within the Zoom application screen. If connected via telephone, please dial "*9" (star, nine).

Any member of the public who needs special accommodations should email public.comment@kensingtonfire.org 48 hours prior to the meeting. This will enable the Kensington Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1).

For public comment items, each member of the public will be allotted the same maximum number of minutes to speak as set by the President before or during its consideration, except that public speakers using interpretation assistance will be allowed to testify for twice the amount of the public testimony time limit (California Government Code section 54954.3(a)).

This agenda is available on the KFPD website under the relevant meeting date at: <https://www.kensingtonfire.org/governance>. Please note that supplemental materials will be posted on the website with the agenda as soon as they are available prior to the meeting. Additional information and/or materials may be presented at the meeting itself.

Internet Address:

<https://us06web.zoom.us/j/89196925801?pwd=L3BLbzgyR2VJQnRiUkhRSzJ2UWVtQT09>

Telephone Access:

(720) 707-2699 or (346) 248-7799 or (253) 215-8782

Zoom Webinar ID: 891 9692 5801

Passcode: 112233

TIMING OF AGENDA ITEMS: *Approximate times are included below but may vary to accommodate appropriate discussion time and attention to the individual items.*

1. (7:00pm) CALL TO ORDER/ROLL CALL

President Nagel, Vice President Padian, Secretary Kosel, Director Dommer, Director Stein

a. Introduction of Fire Chief Eric Saylor

2. (7:05pm) PUBLIC COMMENT

This place on the agenda is reserved for comments and inquiries from citizens and Board members concerning matters that do not otherwise appear on the agenda.

3. (7:10pm) ADOPTION OF CONSENT ITEMS

Items listed below are consent items, which are considered routine by the Board of Directors and will be enacted by one motion. The Board of Directors has received and considered reports and recommendations prior to assigning consent item designations to the various items. Copies of the reports are on file in the Fire Protection District Administrative Office at 217 Arlington Avenue and are available to the public. The disposition of the item is indicated. There will be no separate discussion of consent items. If discussion is requested for an item, that item will be removed from the list of consent items and considered separately on the agenda. (Supporting material)

a. Adoption of Resolution 2022-18 Re-Authorizing Remote Meetings (Adopt)

b. Approval of Minutes of the Board of Director's meetings of 04/13/2022, 04/28/2022, 05/11/2022, 06/08/2022, 06/29/2022 (Continued), 06/29/2022 (Special), 07/13/2022 (Approve)

c. Acceptance of Incident Activity Report July and August 2022 (Accept)

d. Approval of Monthly Transmittal 08/10/2022 and 09/14/2022 (Approve)

e. Approval of Monthly Financial Reports 07/31/2022 and 08/31/2022 (Approve)

f. NHA Advisors Proposal for Continuing Disclosure & Arbitrage Rebate Compliance (Approve)

4. (7:15pm) OLD BUSINESS - None

5. (7:15pm) NEW BUSINESS

a. (7:15pm) Resolution 2022-19: Fire Hazard Abatement Hearing on the Designation of Properties Containing Fire Hazards (Supporting Material)

Prior to beginning the public hearing, the President will ask those in the audience having objections to the designation of their property as containing fire hazards to identify their property addresses.

Public Hearing Procedure: The President will open the public hearing and then:

(I) Call for staff report and recommendation from staff.

(II) Call for comments from those in the audience regarding fire hazard abatement.

(III) Close the public hearing terminating public testimony. The Board of Directors will then deliberate the matter and arrive at a decision.

Action = Approve Resolution 2022-19 Declaring that Weeds, Rubbish, Litter or other Flammable Material on Designated Private Properties Constitutes a Public Nuisance and Providing for Notice that the Fire Chief or Designee Shall Abate Such Public Nuisance Conditions if not Abated by the Property Owner.

b. (7:25pm) Resolution 2022-20: Confirmation of the Costs of Abatement of Public Nuisance Conditions, Weeds, and Flammable Materials and Authorizing Related Actions (Supporting Material)

Prior to beginning the public hearing, the President will ask those in the audience having objections to the assessment of the abatement costs for their property to identify their property addresses.

Public Hearing Procedure: The President will open the public hearing and then:

- (I) Call for staff report and recommendation from staff.
- (II) Call for comments from those in the audience regarding the abatement costs and administrative expenses contained in the report.
- (III) Close the public hearing terminating public testimony. The Board of Directors will then deliberate the matter and arrive at a decision.

Action = Adopt Resolution 2022-20 Confirming the Report of the Costs of Abatement of Public Nuisance Conditions, Weeds, and Flammable Materials, and Authorizing Related Actions.

c. (7:30pm) Resolution 2022-21 Approving the Final Combined Budget for Revenue, Operating Expenditures, and Capital Improvement Expenditures for FY2022-2023 (Supporting Material)

Action = Discuss and adopt Resolution 2022-21.

d. (7:50pm) Resolution 2022-17 Adopting Policy 1190 Debt Management – Second Reading & Adoption (Supporting Material)

In accordance with Government Code Section 8855(i), the district must adopt a debt management policy. This constitutes the second reading and consideration for adoption.

Action = Adopt Resolution 2022-17.

e. (7:55pm) Ad-Hoc Committee for KFPD General Manager's Contract (Supporting Material)

The General Manager's contract expires on 11/11/2022. An ad-hoc committee should be appointed to negotiate a subsequent contract with the General Manager to be considered by the board prior to the expiration date.

Action = Discuss and appoint ad-hoc committee members.

f. (8:05pm) Sublet of KPPCSD Modular Located at 10940 San Pablo, El Cerrito CA 94530 for Admin Storage (Supporting Material).

Consideration of a sub-lease agreement with the KPPCSD to store admin materials including the district's servers and files during the renovation of the PSB.

Action = Discuss, direct staff, and approve the agreement.

g. (8:15pm) Construction Update on the PSB Seismic Renovation and Temporary Facilities Projects (Supporting Material).

Construction progress update including consideration of Construction Management proposals for the PSB Seismic Renovation Project.

Action = Discuss, direct staff, and approve CM proposal.

h. (8:35pm) Discuss Need for a Public Forum on the Minimum Space Requirements of the Fire Department (Supporting Materials)

A co-occupancy concept for the PSB was recently proposed but developed without any input from the Fire and Police Chiefs. The concept is similar to many prior plans that were rejected due to the lack of required space for both the fire and police departments. Such revisions to the current approved construction project would have substantial financial impacts on the district while not providing the space needed for current and future services. In order to inform the public why this and other co-occupancy schemes will not work, the board will review and discuss the fire department's minimum space requirements and determine if a public forum, direct-mail, or other outreach is needed. If necessary, determine the schedule, scope, format, and goals of the forum, publications, or outreach. Action = Discuss and direct staff as needed.

i. (8:55pm) Amendment of Policy 1170 Reserves – Second Reading & Adoption (Supporting Material)

This constitutes the second reading and consideration for adoption of the amended Policy 1170 Reserves.

Action = Adopt the amended Policy 1170 Reserves

6. (9:00pm) FIRE CHIEF'S REPORT (Supporting Material)

Action = Presentation/Discussion

7. (9:15pm) EMERGENCY PREP COORDINATOR'S REPORT (Supporting Material)

Action = Presentation/Discussion

8. (9:25pm) GENERAL MANAGER'S REPORT (Supporting Material)

Action = Presentation/Discussion

9. (9:35pm) COMMITTEE REPORTS

Informational reports from Board members or staff covering the following assignments:

a. Emergency Preparedness Committee Meeting - Padian/Nagel (Supporting Material)

Approved Meeting Minutes of 07/28/2022 and Draft Meeting Minutes of 08/25/2022 included for reference.

Action = Report by EPC Chair & Discussion

b. Finance Committee Meeting - Kosel/Nagel (Supporting Material)

Approved Meeting Minutes of 10/01/2021, 02/04/2022, and 05/25/2022, and GM Timesheets from 05/31/2022 thru 08/31/2022 included for reference.

Action = Report by FC Chair & Discussion

10. (9:55pm) OUTSIDE AGENCIES REPORTS

a. Contra Costa Special Districts Association – Stein

11. (10:00pm) ADJOURNMENT

The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on October 12, 2022 at 7:00pm. The deadline for agenda items to be included in the Board packet is Wednesday, September 28, 2022 by 1:00pm. The deadline for agenda-related materials to be included in the Board Packet is Wednesday, October 5, 2022 by 1:00pm.



RESOLUTION 2022-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE KENSINGTON FIRE PROTECTION DISTRICT FOR THE PERIOD SEPTEMBER 14, 2022 THRU OCTOBER 14, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Kensington Fire Protection District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Kensington Fire Protection District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted previous resolutions finding that the requisite conditions exist for the legislative bodies of Kensington Fire Protection District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, on March 4, 2020, Governor Newsom proclaimed a State of Emergency under the California Emergency Services Act due to COVID-19, which is still in existence; and

WHEREAS, on August 2, 2021, the Contra Costa County Health Officer issued a Health Order requiring the wearing of face coverings in workplaces and public settings due to the rise of the SARS-CoV-2 Delta Variant, which is still in effect and has been amended due to the Omicron Variant; and

WHEREAS, the Board of Directors does hereby find that the State of Emergency due to COVID-19 still exists; that many persons who regularly attend Board meetings are over the age of 65 and therefore considered particularly vulnerable to COVID-19, which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and therefore desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California and the recommendation of social distancing by the Contra Costa County Health Officer; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Kensington Fire Protection District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District provides in the public notices and agendas for all public meetings the online and telephone options for participation in public meetings, protecting the right of the public to address their local officials and to participate in public meetings, and posts this information on the District's website, including instructions on how to access the public meeting remotely.

NOW, THEREFORE BE IT RESOLVED, that the board of directors of Kensington Fire Protection District does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and that many persons who regularly attend Board meetings are over the age of 65 and therefore considered particularly vulnerable to COVID-19, which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and therefore desires to affirm the recommendation of social distancing by the Contra Costa County Health Officer.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Kensington Fire Protection District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect from September 14, 2022, and shall be effective until the earlier of (i) October 14, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Kensington Fire Protection District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 14th day of September 2022 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry Nagel, President

Janice Kosel, Secretary



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue ▪ El Cerrito ▪ CA ▪ 94530
 (510) 215-4450 ▪ FAX (510) 232-4917

www.el-cerrito.org

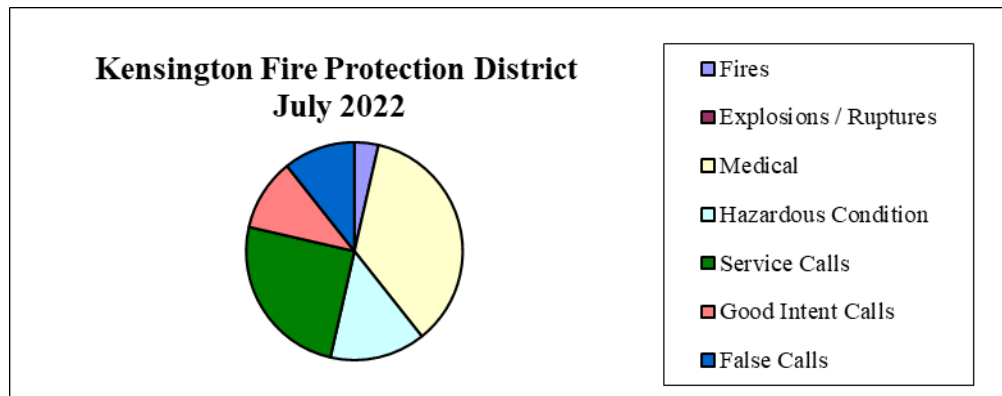


DATE: August 3, 2022
TO: Kensington Fire Protection District Board Members
FROM: Jose Castrejon: Interim Fire Chief
RE: **Incident Activity Reports for the Month of July 2022**

There were 28 incidents that occurred during the month of July in the community of Kensington. This is a decrease of six incidents over the previous month. Please see the attached “Incident Log” for the dates and times, locations, and incident types the Fire Department responded to this past month. During this same time, Engine 165 responded to a total of 70 calls for service which is a decrease of one (1) incident from the previous month. Overall, the El Cerrito-Kensington Fire Department has responded to 2,297 calls for service so far this year.

The chart below is a breakdown of the seven incident response types tracked by the State and National fire incident reporting systems. The following is the number of responses for each type and the percentage of the total calls for each type and all the responses in the community of Kensington.

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
1: Fires	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	1	3.57%
2: Explosions / Ruptures	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
3: Medical	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	10	35.71%
4: Hazardous Condition	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	4	14.29%
5: Service Calls	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	7	25.00%
6: Good Intent Calls	<i>(Cancelled En Route, Wrong Location)</i>	3	10.71%
7: False Calls	<i>(Wrong Company/Unit Dispatched)</i>	3	10.71%
Totals		28	100.00%



**Kensington Incidents
July 2022**

#	incidentnumber	alarmdate	incidenttype	streethighway	streettype	city	apparatusid
1	0022078337	04-Jul-22 12:54:57	412	Ardmore	RD	Kensington	E165
2	0022078396	04-Jul-22 15:24:50	321	Highland	BLVD	Kensington	E165
3	0022078396	04-Jul-22 15:24:50	321	Highland	BLVD	Kensington	E172
4	0022079242	06-Jul-22 02:18:02	550	Ardmore	RD	Kensington	E165
5	0022080496	08-Jul-22 20:48:09	113	Eldridge	CT	Kensington	E165
6	0022080626	09-Jul-22 06:53:35	321	Richardson	RD	Kensington	E165
7	0022081368	10-Jul-22 14:11:34	321	Kensington	CT	Kensington	E165
8	0022081767	11-Jul-22 10:29:49	440	Coventry	RD	Kensington	E165
9	0022082275	12-Jul-22 09:17:55	733	Grizzly Peak	BLVD	Kensington	E165
10	0022082294	12-Jul-22 09:58:00	321	Richardson	RD	Kensington	E165
11	0022083245	14-Jul-22 10:05:16	554	Kingston	RD	Kensington	E165
12	0022083465	14-Jul-22 19:36:49	321	Purdue	AVE	Kensington	E165
13	0022083561	14-Jul-22 23:58:57	5000	Arlington	AVE	Kensington	E165
14	0022083964	15-Jul-22 20:01:12	321	Coventry	RD	Kensington	E165
15	0022084972	18-Jul-22 01:49:25	5000	Purdue	AVE	Kensington	E165
16	0022085068	18-Jul-22 08:56:21	611X	Beverly	RD	Kensington	E165
17	0022085616	19-Jul-22 11:07:01	700	Highland	BLVD	Kensington	E165
18	0022086486	21-Jul-22 07:26:16	400	Highland	BLVD	Kensington	E172
19	0022087264	22-Jul-22 18:01:25	554	Rugby	AVE	Kensington	E165
20	0022088554	25-Jul-22 20:09:13	611X	Columbia	AVE	Kensington	E165
21	0022088680	26-Jul-22 07:06:16	400	Anson	WAY	Kensington	E165
22	0022088888	26-Jul-22 15:49:42	735	Highland	BLVD	Kensington	E165
23	0022089678	28-Jul-22 14:37:15	550	Arlington	AVE	Kensington	E165
24	0022090055	29-Jul-22 12:37:32	5000	Purdue	AVE	Kensington	E172
25	0022090147	29-Jul-22 16:14:55	321	Arlington	AVE	Kensington	E165
26	0022090171	29-Jul-22 16:57:16	611X	Oberlin	AVE	Kensington	E165
27	0022090528	30-Jul-22 14:31:35	321	Highland	BLVD	Kensington	E165
28	0022090586	30-Jul-22 17:12:02	321	Windsor	AVE	Kensington	E165

**E65 Total Responses
July 2022**

#	incidentnumber	alarmdate	incidentt	streethighway	street	city	apparatusid
1	0022077534	02-Jul-22 14:11:00	611	El Cerrito	PLZ	El Cerrito	E165
2	0022077551	02-Jul-22 15:12:06	611	Skelly		Hercules	E165
3	0022078081	03-Jul-22 19:03:49	321	Key Route	BLVI	El Cerrito	E165
4	0022078299	04-Jul-22 11:15:36	5000	Gladys	AVE	El Cerrito	E165
5	0022078311	04-Jul-22 11:54:50	321	Stockton	AVE	El Cerrito	E165
6	0022078318	04-Jul-22 12:14:36	321	Seaview	DR	El Cerrito	E165
7	0022078337	04-Jul-22 12:54:57	412	Ardmore	RD	Kensington	E165
8	0022078396	04-Jul-22 15:24:50	321	Highland	BLVI	Kensington	E165
9	0022078757	05-Jul-22 01:24:13	611X	El Cerrito	PLZ	El Cerrito	E165
10	0022078918	05-Jul-22 11:10:05	5000	San Pablo	AVE	El Cerrito	E165
11	0022079242	06-Jul-22 02:18:02	550	Ardmore	RD	Kensington	E165
12	0022079708	07-Jul-22 00:39:16	5000	Bonnie	DR	El Cerrito	E165
13	0022079773	07-Jul-22 07:16:13	321	Bonnie	DR	El Cerrito	E165
14	0022079837	07-Jul-22 10:34:07	444	Ramona	AVE	El Cerrito	E165
15	0022080259	08-Jul-22 11:59:55	321	San Pablo	AVE	El Cerrito	E165
16	0022080496	08-Jul-22 20:48:09	113	Eldridge	CT	Kensington	E165
17	0022080626	09-Jul-22 06:53:35	321	Richardson	RD	Kensington	E165
18	0022080988	09-Jul-22 20:11:23	321	Carmel	AVE	El Cerrito	E165
19	0022081307	10-Jul-22 11:56:18	554	Bonnie	DR	El Cerrito	E165
20	0022081324	10-Jul-22 12:31:34	611M	Central	AVE	El Cerrito	E165
21	0022081324	10-Jul-22 12:31:34	611M	Central	AVE	El Cerrito	E165
22	0022081368	10-Jul-22 14:11:34	321	Kensington	CT	Kensington	E165
23	0022081486	10-Jul-22 19:39:22	5000	Colusa	AVE	El Cerrito	E165
24	0022081767	11-Jul-22 10:29:49	440	Coventry	RD	Kensington	E165
25	0022082094	11-Jul-22 21:17:41	700	El Cerrito	PLZ	El Cerrito	E165
26	0022082275	12-Jul-22 09:17:55	733	Grizzly Peak	BLVI	Kensington	E165
27	0022082294	12-Jul-22 09:58:00	321	Richardson	RD	Kensington	E165
28	0022082716	13-Jul-22 04:31:24	611M	Pomona	AVE	El Cerrito	E165
29	0022082971	13-Jul-22 16:50:08	5000	Baron	CT	El Cerrito	E165
30	0022083245	14-Jul-22 10:05:16	554	Kingston	RD	Kensington	E165
31	0022083465	14-Jul-22 19:36:49	321	Purdue	AVE	Kensington	E165

**E65 Total Responses
July 2022**

32	0022083561	14-Jul-22 23:58:57	5000	Arlington	AVE	Kensington	E165
33	0022083620	15-Jul-22 07:22:16	321	Ramona	AVE	El Cerrito	E165
34	0022083779	15-Jul-22 14:14:37	5000	I 80	E	Richmond	E165
35	0022083843	15-Jul-22 15:40:00	321	Bayview	AVE	Richmond	E165
36	0022083863	15-Jul-22 16:08:01	321	Terrace	DR	El Cerrito	E165
37	0022083964	15-Jul-22 20:01:12	321	Coventry	RD	Kensington	E165
38	0022084710	17-Jul-22 13:03:11	321	Terrace	DR	El Cerrito	E165
39	0022084712	17-Jul-22 13:15:03	611	Cutting	BLVI	El Cerrito	E165
40	0022084768	17-Jul-22 15:50:13	111	San Pablo	AVE	El Cerrito	E165
41	0022084972	18-Jul-22 01:49:25	5000	Purdue	AVE	Kensington	E165
42	0022085068	18-Jul-22 08:56:21	611X	Beverly	RD	Kensington	E165
43	0022085616	19-Jul-22 11:07:01	700	Highland	BLVI	Kensington	E165
44	0022085753	19-Jul-22 16:46:16	740	Everett	ST	El Cerrito	E165
45	0022085779	19-Jul-22 17:38:14	5000	Tahoe	PL	El Cerrito	E165
46	0022085798	19-Jul-22 18:03:08	321	Betty	LN	El Cerrito	E165
47	0022086375	20-Jul-22 20:46:28	400	Key Route	BLVI	El Cerrito	E165
48	0022086520	21-Jul-22 09:32:19	611M	Pinehurst	CT	El Cerrito	E165
49	0022087061	22-Jul-22 10:43:47	5000	Colusa	AVE	El Cerrito	E165
50	0022087264	22-Jul-22 18:01:25	554	Rugby	AVE	Kensington	E165
51	0022087423	23-Jul-22 02:50:47	611M	Ramona	AVE	El Cerrito	E165
52	0022087648	23-Jul-22 17:08:57	321	Balra	DR	El Cerrito	E165
53	0022087717	23-Jul-22 21:46:33	321	Colusa	AVE	El Cerrito	E165
54	0022087871	24-Jul-22 10:19:47	111	San Pablo	AVE	Richmond	E165
55	0022087890	24-Jul-22 11:08:51	5000	Fairmount	AVE	El Cerrito	E165
56	0022087945	24-Jul-22 13:36:18	321	Leneve	PL	El Cerrito	E165
57	0022087967	24-Jul-22 14:25:26	5000	San Pablo	AVE	El Cerrito	E165
58	0022088422	25-Jul-22 14:33:43	900A	Arlington	AVE	Kensington	E165
59	0022088431	25-Jul-22 14:53:05	900A	Arlington	AVE	Kensington	E165
60	0022088554	25-Jul-22 20:09:13	611X	Columbia	AVE	Kensington	E165
61	0022088680	26-Jul-22 07:06:16	400	Anson	WAY	Kensington	E165
62	0022088888	26-Jul-22 15:49:42	735	Highland	BLVI	Kensington	E165
63	0022089547	28-Jul-22 08:34:36	321	Albemarle	ST	El Cerrito	E165

**E65 Total Responses
July 2022**

64	0022089678	28-Jul-22 14:37:15	550	Arlington	AVE	Kensington	E165
65	0022090080	29-Jul-22 13:30:00	142	McDonald	AVE	Richmond	E165
66	0022090096	29-Jul-22 13:14:00	5000	Macdonald	AVE	Richmond	E165
67	0022090124	29-Jul-22 15:02:50	5000	Village	DR	El Cerrito	E165
68	0022090147	29-Jul-22 16:14:55	321	Arlington	AVE	Kensington	E165
69	0022090171	29-Jul-22 16:57:16	611X	Oberlin	AVE	Kensington	E165
70	0022090390	29-Jul-22 14:03:00	5000	19th	ST	Richmond	E165



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530
(510) 215-4450 • FAX (510) 232-4917

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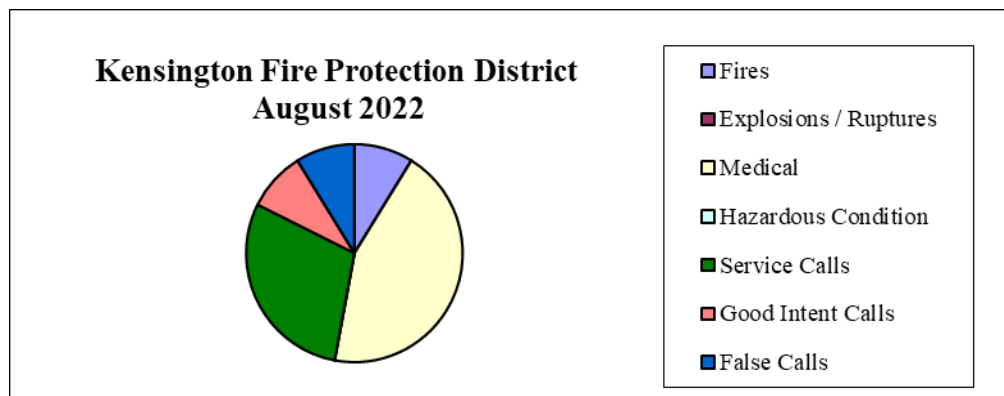


DATE: September 10, 2022
TO: Kensington Fire Protection District Board Members
FROM: Jose Castrejon: Battalion Chief
RE: **Incident Activity Reports for the Month of August 2022**

There were 34 incidents that occurred during the month of August in the community of Kensington. This is an increase of six incidents over the previous month. Please see the attached “Incident Log” for the dates and times, locations, and incident types the Fire Department responded to this past month. During this same time, Engine 165 responded to a total of 56 calls for service, which is a decrease of 14 incidents from the previous month. Overall, the El Cerrito-Kensington Fire Department has responded to 2,713 calls for service so far this year.

The chart below is a breakdown of the seven incident response types tracked by the State and National fire incident reporting systems. The following is the number of responses for each type and the percentage of the total calls for each type, and all the responses in the community of Kensington.

<u>Call Type</u>		<u>Incident Count</u>	<u>Percentages</u>
1: Fires	<i>(Structure, Trash, Vehicles, Vegetation Fires)</i>	3	8.82%
2: Explosions / Ruptures	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
3: Medical	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	15	44.12%
4: Hazardous Condition	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	0	0.00%
5: Service Calls	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	10	29.41%
6: Good Intent Calls	<i>(Cancelled En Route, Wrong Location)</i>	3	8.82%
7: False Calls	<i>(Wrong Company/Unit Dispatched)</i>	3	8.82%
Totals		34	100.00%



**Kensington Responses
August 2022**

#	incidentnumber	alarmdate	incide	st	streethighway	stree	st	city	apparatusid
1	0022092757	04-Aug-22 18:24:45	321	Windsor	AVE	Kensington	E165		
2	0022093465	06-Aug-22 13:13:46	550	Purdue	AVE	Kensington	E172		
3	0022093618	06-Aug-22 21:30:28	651	Kenyon	AVE	Kensington	E165		
4	0022094307	08-Aug-22 14:30:32	554	Kensington	RD	Kensington	E165		
5	0022094730	09-Aug-22 12:52:21	743	Beloit	AVE	Kensington	E165		
6	0022096157	12-Aug-22 16:03:07	611	Central Park	DR	Kensington	E165		
7	0022096300	13-Aug-22 01:19:34	321	Rincon	RD	Kensington	E165		
8	0022096423	13-Aug-22 10:28:28	5000	Arlington	AVE	Kensington	E172		
9	0022096725	14-Aug-22 01:16:07	321	Camelot	CT	Kensington	E165		
10	0022096800	14-Aug-22 08:58:14	554	Willamette	AVE	Kensington	E165		
11	0022096945	14-Aug-22 16:14:05	744	Lawson	RD	Kensington	E165		
12	0022097182	15-Aug-22 08:47:20	321	Colusa	AVE	Kensington	E165		
13	0022098245	17-Aug-22 18:58:42	118	Los Altos	DR	Kensington	E165		
14	0022098696	18-Aug-22 18:40:56	400	Kenyon	AVE	Kensington	E165		
15	0022098941	19-Aug-22 10:43:32	321	Kensington	CT	Kensington	E165		
16	0022098963	19-Aug-22 11:33:43	321	Coventry	RD	Kensington	E165		
17	0022099140	19-Aug-22 18:23:01	321	Los Altos	DR	Kensington	E165		
18	0022099702	21-Aug-22 00:45:13	321	Norwood	AVE	Kensington	E165		
19	0022100204	22-Aug-22 08:47:14	554	Norwood	AVE	Kensington	E172		
20	0022100514	22-Aug-22 22:11:19	554	Norwood	AVE	Kensington	E165		
21	0022101195	24-Aug-22 13:35:00	651	Ardmore	RD	Kensington	E165		
22	0022101477	25-Aug-22 08:37:07	321	Amherst	AVE	Kensington	E165		
23	0022101821	25-Aug-22 21:53:39	554	Ocean View	AVE	Kensington	E165		
24	0022101881	26-Aug-22 04:12:26	321	Kingston	RD	Kensington	E165		
25	0022102029	26-Aug-22 12:18:39	321	Arlington	AVE	Kensington	E165		
26	0022102370	27-Aug-22 10:02:05	321	Beloit	AVE	Kensington	E165		
27	0022102583	27-Aug-22 18:53:59	321	Sunset	DR	Kensington	E165		
28	0022103281	29-Aug-22 12:46:02	554	Ocean View	AVE	Kensington	E165		
29	0022103351	29-Aug-22 14:59:35	553	Purdue	AVE	Kensington	E165		
30	0022103607	30-Aug-22 07:40:26	551	Arlington	AVE	Kensington	E165		
31	0022104064	31-Aug-22 09:49:47	112	Arlington	AVE	Kensington	E165		

Kensington Responses
August 2022

32	0022104124	31-Aug-22 11:39:47	321	Arlington	AVE	Kensington	E172
33	0022104369	31-Aug-22 21:32:48	321	Sunset	DR	Kensington	E165
34	0022104453	01-Sep-22 06:05:51	700	Cambridge	AVE	Kensington	E165

**E65 Responses
August 2022**

#	incidentnumber	alarmdate	incidents	streethighway	street	city	apparatusid
1	0022091550	02-Aug-22 05:49:13	554	Carmel	AVE	El Cerrito	E165
2	0022091840	02-Aug-22 19:10:15	321	Contra Costa	DR	El Cerrito	E165
3	0022092230	03-Aug-22 16:07:27	321	Albemarle	ST	El Cerrito	E165
4	0022092757	04-Aug-22 18:24:45	321	Windsor	AVE	Kensington	E165
5	0022092798	04-Aug-22 19:59:57	321	Contra Costa	DR	El Cerrito	E165
6	0022093459	06-Aug-22 12:58:31	321	Bates	AVE	El Cerrito	E165
7	0022093618	06-Aug-22 21:30:28	651	Kenyon	AVE	Kensington	E165
8	0022093755	07-Aug-22 07:28:42	500C	Pomona	AVE	El Cerrito	E165
9	0022093955	07-Aug-22 18:49:48	743	Pomona	AVE	El Cerrito	E165
10	0022094307	08-Aug-22 14:30:32	554	Kensington	RD	Kensington	E165
11	0022094411	08-Aug-22 18:36:20	321	Shevlin	DR	El Cerrito	E165
12	0022094466	08-Aug-22 20:02:21	321	Eureka	AVE	El Cerrito	E165
13	0022094730	09-Aug-22 12:52:21	743	Beloit	AVE	Kensington	E165
14	0022094800	09-Aug-22 15:45:49	324	Carlson	BLVD	El Cerrito	E165
15	0022095811	11-Aug-22 21:21:14	311	Carmel	AVE	El Cerrito	E165
16	0022095931	12-Aug-22 05:48:35	500C	Eureka	AVE	El Cerrito	E165
17	0022096157	12-Aug-22 16:03:07	611	Central Park	DR	Kensington	E165
18	0022096300	13-Aug-22 01:19:34	321	Rincon	RD	Kensington	E165
19	0022096415	13-Aug-22 10:19:02	131	Golf Course	DR	Berkeley	E165
20	0022096725	14-Aug-22 01:16:07	321	Camelot	CT	Kensington	E165
21	0022096800	14-Aug-22 08:58:14	554	Willamette	AVE	Kensington	E165
22	0022096945	14-Aug-22 16:14:05	744	Lawson	RD	Kensington	E165
23	0022096998	14-Aug-22 18:57:55	321	Balra	DR	El Cerrito	E165
24	0022097040	14-Aug-22 20:44:05	321	Ashbury	AVE	El Cerrito	E165
25	0022097182	15-Aug-22 08:47:20	321	Colusa	AVE	Kensington	E165
26	0022098245	17-Aug-22 18:58:42	118	Los Altos	DR	Kensington	E165
27	0022098510	18-Aug-22 10:52:39	900A	Dorothy	DR	Pleasant Hill	E165
28	0022098696	18-Aug-22 18:40:56	400	Kenyon	AVE	Kensington	E165
29	0022098941	19-Aug-22 10:43:32	321	Kensington	CT	Kensington	E165
30	0022098963	19-Aug-22 11:33:43	321	Coventry	RD	Kensington	E165
31	0022099140	19-Aug-22 18:23:01	321	Los Altos	DR	Kensington	E165

**E65 Responses
August 2022**

32	0022099702	21-Aug-22 00:45:13	321	Norwood	AVE	Kensington	E165
33	0022100514	22-Aug-22 22:11:19	554	Norwood	AVE	Kensington	E165
34	0022101168	24-Aug-22 12:15:04	611	Elm	ST	El Cerrito	E165
35	0022101178	24-Aug-22 12:34:36	554	Ramona	AVE	El Cerrito	E165
36	0022101195	24-Aug-22 13:35:00	651	Ardmore	RD	Kensington	E165
37	0022101477	25-Aug-22 08:37:07	321	Amherst	AVE	Kensington	E165
38	0022101821	25-Aug-22 21:53:39	554	Ocean View	AVE	Kensington	E165
39	0022101881	26-Aug-22 04:12:26	321	Kingston	RD	Kensington	E165
40	0022101966	26-Aug-22 10:22:08	321	Elm	ST	El Cerrito	E165
41	0022102029	26-Aug-22 12:18:39	321	Arlington	AVE	Kensington	E165
42	0022102093	26-Aug-22 14:33:11	324	Ashbury	AVE	El Cerrito	E165
43	0022102134	26-Aug-22 16:49:03	733	Seaview	DR	El Cerrito	E165
44	0022102145	26-Aug-22 17:10:37	733	Donal	AVE	El Cerrito	E165
45	0022102370	27-Aug-22 10:02:05	321	Beloit	AVE	Kensington	E165
46	0022102583	27-Aug-22 18:53:59	321	Sunset	DR	Kensington	E165
47	0022102744	28-Aug-22 07:14:31	554	Everett	ST	El Cerrito	E165
48	0022103281	29-Aug-22 12:46:02	554	Ocean View	AVE	Kensington	E165
49	0022103351	29-Aug-22 14:59:35	553	Purdue	AVE	Kensington	E165
50	0022103415	29-Aug-22 17:43:48	740	Behrens	ST	El Cerrito	E165
51	0022103447	29-Aug-22 19:25:40	321	San Carlos	AVE	El Cerrito	E165
52	0022103607	30-Aug-22 07:40:26	551	Arlington	AVE	Kensington	E165
53	0022103705	30-Aug-22 12:03:50	900	Arlington	AVE	Kensington	E165
54	0022103874	30-Aug-22 19:34:49	735	San Pablo	AVE	El Cerrito	E165
55	0022104064	31-Aug-22 09:49:47	112	Arlington	AVE	Kensington	E165
56	0022104369	31-Aug-22 21:32:48	321	Sunset	DR	Kensington	E165

TO: Auditor Controller of Contra Costa County:

TRANSMITTAL - APPROVAL

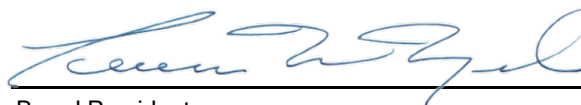
Forwarded herewith are the following invoices and claims for goods and services received which have been approved for payment:

**KENSINGTON FPD
TRANSMITTAL - APPROVAL
Invoices**

PY/CY:
BATCH #.:
DATE : 8/10/2022
LOCATION #: 13
FILENAME: KENSINGTON

VEND #	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND /ORG	SUB-ACCT	TASK	OPT.	ACTIVITY /WORK AUTH.	ENCUMB (P.O.) / Invoice #	P/C	PAYMENT AMOUNT
50151	El Cerrito	8/1/2022	Fire Protection Services 08/01/2022	7840	2328						330,554.02
50147	KFPD Revolving Fund	8/10/2022	Reimburse Revolving fund	7840	2490						39,604.35
TOTAL											370,158.37

Kensington FPD Approval



Board President

8/12/2022



General Manager

8/12/2022


Kensington Fire Protection District
 Checking Account Replenishment
 August 10, 2022

Transactions:

Payee	Date	Expenses	Description
Vistaprint	07/01/2022	\$ 888.48	Presentation Folders
Google	07/05/2022	\$ 90.00	Email Service
VSP	07/05/2022	\$ 323.10	VSP Payment
W Hansell	07/07/2022	\$ 3,847.34	Payroll
Fed/State	07/07/2022	\$ 2,577.21	Payroll Tax Withholding
Heartland Payroll	07/07/2022	\$ 78.54	Payroll Processing Fee
Delta Dental	07/13/2022	\$ 948.79	Retiree Dental
NFPA National Fire	07/14/2022	\$ 175.00	NFPA Membership
The UPS Store	07/15/2022	\$ 106.53	Shipping Supplies
Copy Central El Cerrito	07/15/2022	\$ 491.16	Copies
Stericycle	07/19/2022	\$ 308.41	Disposal Services
Comcast	07/20/2022	\$ 148.60	Internet
USPS	07/22/2022	\$ 1.44	Postage
W Hansell	07/22/2022	\$ 4,970.64	Payroll
Fed/State	07/22/2022	\$ 3,574.61	Payroll Tax Withholding
Heartland Payroll	07/22/2022	\$ 78.54	Payroll Processing Fee
EZ Up	07/25/2022	\$ 165.57	Table Throws
PG&E	07/26/2022	\$ 131.82	Gas Service
PG&E	07/27/2022	\$ 1,200.00	Temporary Power Pole
AT&T	07/29/2022	\$ 1,420.30	Office Telephone
Zoom	07/06/2022	\$ 140.00	Zoom Payment
Streamline	07/12/2022	\$ 260.00	Website
Terminix	07/13/2022	\$ 486.00	ScanMaster
CrashPlan	07/25/2022	\$ 9.99	Monthly Payment for Cloud Backup
R&S Erection of Richmond (Check #995097)	07/21/2022	\$ 463.00	PSB Garage Door Repair
All-Ways Green Services (Check #995098)	07/27/2022	\$ 201.56	PSB Maintenance
Alliant Insurance Services (Check #995100)	07/19/2022	\$ 2,757.00	Crime Policy Insurance
Maze & Associates (Check #995101)	07/21/2022	\$ 3,000.00	Accounting Services
Meyers Nave (Check #995102)	07/20/2022	\$ 1,111.86	Legal Services
Kel-Aire (Check #995103)	07/25/2022	\$ 465.20	PSB Maintenance
A Better Rooter Plumbing (Check #995105)	07/26/2022	\$ 267.00	PSB Plumbing
Contra Costa SDA (Check #995106)	07/28/2022	\$ 150.00	District Dues
Altivu (Check #995107)	07/27/2022	\$ 8,766.66	Emergency Prep Coordination Services
Net Withdrawals for Replenishment		\$ 39,604.35	
		\$ -	
Replenishment Adjusted for Monthly Bills		\$ 39,604.35	


 Board President 8/12/2022

 Date


 General Manager 8/12/2022

 Date

TO: Auditor Controller of Contra Costa County:

TRANSMITTAL - APPROVAL

Forwarded herewith are the following invoices and claims for goods and services received which have been approved for payment:

KENSINGTON FPD
TRANSMITTAL - APPROVAL
Invoices

PY/CY:
BATCH #.:
DATE : 9/14/2022
LOCATION #: 13
FILENAME: KENSINGTON

VEND #	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND /ORG	SUB-ACCT	TASK	OPT.	ACTIVITY /WORK AUTH.	ENCUMB (P.O.) / Invoice #	P/C	PAYMENT AMOUNT
50151	El Cerrito	9/1/2022	Fire Protection Services 09/01/2022	7840	2328						330,554.02
50147	KFPD Revolving Fund	9/14/2022	Reimburse Revolving fund	7840	2490						59,385.01
	TOTAL										389,939.03

Kensington FPD Approval

Board President

General Manager

Kensington Fire Protection District
 Checking Account Replenishment
 September 14, 2022

Transactions:

Payee	Date	Expenses	Description
Solano Avenue Association	08/01/2022	\$ 77.25	Community Service/Public Education
California Special Districts Association	08/01/2022	\$ 225.00	CSDA Sample Policy Handbook
Fire Districts Associations of CA	08/01/2022	\$ 250.00	Membership
PG&E	08/01/2022	\$ 1,788.00	Electric Service
CalPERS	08/01/2022	\$ 3,801.57	Retiree Health
VSP	08/02/2022	\$ 323.10	VSP Payment
Google	08/05/2022	\$ 90.00	Email Service
W Hansell	08/05/2022	\$ 3,262.31	Payroll
Fed/State	08/05/2022	\$ 2,057.76	Payroll Tax Withholding
Heartland Payroll	08/05/2022	\$ 95.27	Payroll Processing Fee
City of El Cerrito	08/09/2022	\$ 2,224.99	Permit Fees
Assemble Marketplace	08/11/2022	\$ 94.66	Business Lunch w/New Fire Chief, BC
Delta Dental	08/12/2022	\$ 948.79	Retiree Dental
Bay Area Automatic Gates	08/15/2022	\$ 1,040.00	Rolling Security Gate for Temp Facility
EBMUD	08/15/2022	\$ 429.62	Building Utilities/Service - Water/Sewer
Stericycle	08/16/2022	\$ 308.10	Disposal Services
EBMUD	08/18/2022	\$ 500.47	Building Utilities/Service - Water/Sewer
W Hansell	08/22/2022	\$ 3,585.05	Payroll
Fed/State	08/22/2022	\$ 2,344.31	Payroll Tax Withholding
Heartland Payroll	08/22/2022	\$ 120.27	Payroll Processing Fee
Comcast	08/22/2022	\$ 148.60	Internet
PG&E	08/23/2022	\$ 123.73	Gas Service
AT&T	08/29/2022	\$ 1,434.70	Office Telephone
PG&E	08/30/2022	\$ 1,680.78	Electric Service
CalPERS	08/31/2022	\$ 3,801.57	Retiree Health
Zoom	08/08/2022	\$ 140.00	Zoom Payment
Streamline	08/11/2022	\$ 260.00	Website
CrashPlan	08/24/2022	\$ 9.99	Monthly Payment for Cloud Backup
Nerd Crossing (Check #995099)	08/03/2022	\$ 250.00	IT Support
Meyers Nave (Check #995108)	08/04/2022	\$ 3,028.86	Legal Services
James Art (Check #995110)	08/19/2022	\$ 640.00	Fire Sprinklers
Nerd Crossing (Check #995111)	08/23/2022	\$ 250.00	IT Support
Maze & Associates (Check #995112)	08/22/2022	\$ 3,000.00	Accounting Services
Maze & Associates (Check #995113)	08/23/2022	\$ 3,000.00	Accounting Services
Everbridge (Check #995114)	08/30/2022	\$ 3,182.70	Nixle Subscription
All-Ways Green Services (Check #995115)	08/29/2022	\$ 201.56	Building Maintenance
Kappe Architects (Check #995116)	08/22/2022	\$ 4,200.00	Temp Facility Project
ZFA Structural Engineers (Check #995117)	08/23/2022	\$ 5,600.00	PSB Renovation
BKF Engineers (Check #995118)	08/24/2022	\$ 411.00	Temp Facility Engineering
Larry Nagel (Check #995119)	08/19/2022	\$ 595.00	Conference Reimbursement
Teo Carlone (Check #995120)	08/22/2022	\$ 2,500.00	Fire Fuel Reduction
Anthony Knight (Check #995121)	08/22/2022	\$ 1,360.00	Tree Removal Reimbursement
Net Withdrawals for Replenishment		\$ 59,385.01	
		\$ -	
Replenishment Adjusted for Monthly Bills		\$ 59,385.01	

Board President _____ Date _____

General Manager _____ Date _____

**Kensington Fire Protection District
Cash and Investment Balance Sheet
As of July 31, 2022**

Current Cash and Investments

Cash Balance		Comments
Petty Cash	200.00	
KFPD Revolving Acct - Gen Fund	102,225.64	Balance as of 7/31/2022
General Fund	2,986,825.38	Balance as of 7/31/2022, Pending Reconciliations
Special Tax Fund	7,674.95	Balance as of 7/31/2022, Pending Reconciliations
Capital Fund	2,751.31	Balance as of 7/31/2022, Pending Reconciliations
Total Cash Balance	3,099,677.28	
Investments		
Capital Replacement Funds	1,362,290.56	Balance as of 7/31/2022, Pending Reconciliations
Special Tax Fund	515.80	Balance as of 7/31/2022, Pending Reconciliations
Fire Protection Contract Reserves	3,021,642.67	Balance as of 7/31/2022, Pending Reconciliations
E/C Contract Recon Reserves	409,043.34	Balance as of 7/31/2022, Pending Reconciliations
Investments - Other	1,962,597.47	Balance as of 7/31/2022, Pending Reconciliations
Total Investments	6,756,089.84	
Total Current Cash and Investments	9,855,767.12	

Kensington Fire Protection District Profit & Loss Budget vs. Actual July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Property Taxes	4,783,333.69	4,642,753.00	140,580.69	103.03%
Special Taxes	204,417.70	204,418.00	-0.30	100.0%
Other Tax Income	24,612.02	24,000.00	612.02	102.55%
Lease Agreement	36,603.00	27,450.00	9,153.00	133.34%
Interest Income	14,188.47	30,000.00	-15,811.53	47.3%
CERBT Reimbursement	40,282.11	80,000.00	-39,717.89	50.35%
Miscellaneous Income	388,159.01	388,159.00	0.01	100.0%
Total Income	<u>5,491,596.00</u>	<u>5,396,780.00</u>	<u>94,816.00</u>	<u>101.76%</u>
Expense				
Vehicle Maintenance	5,501.05			
Staff				
Wages	134,967.75	160,000.00	-25,032.25	84.36%
Vacation Wages	9,182.25	9,500.00	-317.75	96.66%
Medical/dental ins compensation	12,000.00	12,000.00	0.00	100.0%
Payroll Taxes	11,533.62	14,000.00	-2,466.38	82.38%
Workers Compensation/Life Ins	758.90	759.00	-0.10	99.99%
Payroll Processing	1,970.58	2,300.00	-329.42	85.68%
Total Staff	<u>170,413.10</u>	<u>198,559.00</u>	<u>-28,145.90</u>	<u>85.83%</u>
RETIREE MEDICAL BENEFITS				
PERS Medical	54,506.66	70,000.00	-15,493.34	77.87%
Delta Dental	11,385.48	13,500.00	-2,114.52	84.34%
Vision Care	3,877.20	3,900.00	-22.80	99.42%
CalPERS Settlement	18,089.68	12,377.00	5,712.68	146.16%
Total RETIREE MEDICAL BENEFITS	<u>87,859.02</u>	<u>99,777.00</u>	<u>-11,917.98</u>	<u>88.06%</u>
OUTSIDE PROFESSIONAL SERVICES				
Crime Insurance Policy	2,757.00			
Nixle Fee	3,182.70	3,183.00	-0.30	99.99%
Long Term Financial Planner	26,031.25	30,000.00	-3,968.75	86.77%
Emergency Prep Coordinator	99,999.96	100,000.00	-0.04	100.0%
Accounting	37,045.00	36,000.00	1,045.00	102.9%
Actuarial Valuation	3,000.00	5,600.00	-2,600.00	53.57%
Audit	16,000.00	17,500.00	-1,500.00	91.43%
Bank Fee	37.00	0.00	37.00	100.0%
Contra Costa County Expenses	53,644.28	35,000.00	18,644.28	153.27%
El Cerrito Contract Fee	3,525,870.50	3,525,860.00	10.50	100.0%
El Cerrito Reconciliation(s)	191,049.61	191,060.00	-10.39	100.0%
IT Services and Equipment	722.73	12,000.00	-11,277.27	6.02%
Fire Abatement Contract	0.00	5,000.00	-5,000.00	0.0%
Fire Engineer Plan Review	688.00	3,000.00	-2,312.00	22.93%
Grant Writer/Coordinator	6,547.50	50,000.00	-43,452.50	13.1%
Risk Management Insurance	0.00	14,420.00	-14,420.00	0.0%
LAFCO Fees	0.00	4,254.00	-4,254.00	0.0%

Kensington Fire Protection District Profit & Loss Budget vs. Actual July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Legal Fees	6,914.00	24,000.00	-17,086.00	28.81%
Water System Improvements	0.00	10,000.00	-10,000.00	0.0%
Website Development/Maintenance	3,227.40	2,750.00	477.40	117.36%
Wildland Vegetation Mgmt	4,000.00	7,600.00	-3,600.00	52.63%
Total OUTSIDE PROFESSIONAL SERVICES	3,980,716.93	4,077,227.00	-96,510.07	97.63%
COMMUNITY SERVICE ACTIVITIES				
Public Education	17,761.88	28,649.00	-10,887.12	62.0%
EP Coord Expense Account	0.00	1,000.00	-1,000.00	0.0%
Comm. Pharmaceutical Drop-Off	0.00	470.00	-470.00	0.0%
CERT Emerg Kits/Sheds/Prepared	0.00	3,532.00	-3,532.00	0.0%
Open Houses	0.00	1,800.00	-1,800.00	0.0%
Community Shredder	5,608.46	4,465.00	1,143.46	125.61%
Firesafe Planting Grants	1,360.00	3,000.00	-1,640.00	45.33%
Community Sandbags	1,728.57	1,729.00	-0.43	99.98%
Volunteer Appreciation	449.69	0.00	449.69	100.0%
Total COMMUNITY SERVICE ACTIVITIES	26,908.60	44,645.00	-17,736.40	60.27%
DISTRICT ACTIVITIES				
Equipment	1,696.98			
Professional Development	3,323.58	10,000.00	-6,676.42	33.24%
Office				
Office Expense	3,846.45	5,000.00	-1,153.55	76.93%
Office Supplies	694.33	2,000.00	-1,305.67	34.72%
Telephone	8,720.10	7,800.00	920.10	111.8%
Office- Other	0.00	382.00	-382.00	0.0%
Total Office	13,260.88	15,182.00	-1,921.12	87.35%
Firefighter's Apparel & PPE	0.00	2,000.00	-2,000.00	0.0%
Firefighters' Expenses	9,140.68	13,300.00	-4,159.32	68.73%
Staff Appreciation	93.49	3,000.00	-2,906.51	3.12%
Memberships	7,615.00	8,720.00	-1,105.00	87.33%
Building Maintenance				
Gardening service	2,275.00	5,000.00	-2,725.00	45.5%
Building alarm	1,264.44	1,500.00	-235.56	84.3%
Medical Waste Disposal	2,140.61	7,500.00	-5,359.39	28.54%
Janitorial Service	2,208.17	1,400.00	808.17	157.73%
Miscellaneous Maint.	6,591.92	25,000.00	-18,408.08	26.37%
Total Building Maintenance	14,480.14	40,400.00	-25,919.86	35.84%
Building Utilities/Service				
Gas and Electric	11,852.14	12,500.00	-647.86	94.82%
Water/Sewer	4,118.34	3,000.00	1,118.34	137.28%
Total Building Utilities/Service	15,970.48	15,500.00	470.48	103.04%
Total DISTRICT ACTIVITIES	65,581.23	108,102.00	-42,520.77	60.67%
Contingency	0.00	25,000.00	-25,000.00	0.0%
Total Expense	4,336,979.93	4,553,310.00	-216,330.07	95.25%
Net Ordinary Income	1,154,616.07	843,470.00	311,146.07	136.89%

Kensington Fire Protection District
Profit & Loss Budget vs. Actual
July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Income	<u>1,154,616.07</u>	<u>843,470.00</u>	<u>311,146.07</u>	<u>136.89%</u>

08/04/22

Kensington Fire Protection District Profit & Loss Prev Year Comparison

Accrual Basis

July 2022

	Jul 22	Jul 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	4,528,876.89	4,316,420.77	212,456.12	4.9%
Lease Agreement	3,050.25	3,050.25	0.00	0.0%
Interest Income	12,631.00	0.00	12,631.00	100.0%
Total Income	4,544,558.14	4,319,471.02	225,087.12	5.2%
Expense				
Staff				
Wages	13,906.00	5,388.00	8,518.00	158.1%
Payroll Taxes	1,063.80	412.17	651.63	158.1%
Payroll Processing	157.08	72.01	85.07	118.1%
Total Staff	15,126.88	5,872.18	9,254.70	157.6%
RETIREE MEDICAL BENEFITS				
CalPERS Settlement	0.00	952.08	-952.08	-100.0%
Total RETIREE MEDICAL BENEFITS	0.00	952.08	-952.08	-100.0%
OUTSIDE PROFESSIONAL SERVICES				
Accounting	0.00	3,000.00	-3,000.00	-100.0%
Contra Costa County Expenses	44.00	42.00	2.00	4.8%
El Cerrito Contract Fee	320,290.25	293,822.48	26,467.77	9.0%
El Cerrito Reconciliation(s)	10,263.75	15,920.80	-5,657.05	-35.5%
IT Services and Equipment	250.00	0.00	250.00	100.0%
Legal Fees	3,680.64	0.00	3,680.64	100.0%
Website Development/Maintenance	260.00	260.00	0.00	0.0%
Total OUTSIDE PROFESSIONAL SERVICES	334,788.64	313,045.28	21,743.36	7.0%
COMMUNITY SERVICE ACTIVITIES				
Public Education	1,545.21	2,253.41	-708.20	-31.4%
Community Shredder	308.10	0.00	308.10	100.0%
Total COMMUNITY SERVICE ACTIVITIES	1,853.31	2,253.41	-400.10	-17.8%
DISTRICT ACTIVITIES				
Office				
Office Expense	257.96	319.76	-61.80	-19.3%
Telephone	1,420.30	571.77	848.53	148.4%
Total Office	1,678.26	891.53	786.73	88.2%
Firefighters' Expenses	28,581.68	0.00	28,581.68	100.0%
Staff Appreciation	0.00	93.49	-93.49	-100.0%
Memberships	325.00	0.00	325.00	100.0%
Building Maintenance				
Janitorial Service	201.56	0.00	201.56	100.0%
Miscellaneous Maint.	267.00	4,053.23	-3,786.23	-93.4%
Total Building Maintenance	468.56	4,053.23	-3,584.67	-88.4%
Building Utilities/Service				
Gas and Electric	1,190.52	1,718.37	-527.85	-30.7%
Water/Sewer	-214.81	217.44	-432.25	-198.8%
Total Building Utilities/Service	975.71	1,935.81	-960.10	-49.6%
Total DISTRICT ACTIVITIES	32,029.21	6,974.06	25,055.15	359.3%
Total Expense	383,798.04	329,097.01	54,701.03	16.6%
Net Ordinary Income	4,160,760.10	3,990,374.01	170,386.09	4.3%
Net Income	4,160,760.10	3,990,374.01	170,386.09	4.3%

Kensington Fire Protection District
Trial Balance
As of July 31, 2022

08/04/22
 Accrual Basis

	Jul 31, 22	
	Debit	Credit
Petty Cash	200.00	
KFPD Revolving Acct - Gen Fund	180,016.72	
General Fund	2,986,825.38	
Special Tax Fund	7,674.95	
Capital Fund	2,751.31	
Accounts Receivable	10,759.78	
Advance on Taxes	4,496,788.07	
Advance on Supplemental Taxes	95,090.40	
Deposits on Fixed Assets	20,000.00	
Prepaid Services - EC	0.07	
Prepaid Exp.	1,159.00	
Prepaid CERBT - Retiree Trust	461,679.48	
Investments	13,340.88	
Investments:Capital Replacement Funds	3,312,062.95	
Investments:Fire Protect. Contract Reserves	3,021,642.67	
Investments:E/C Contract Recon Reserves	409,043.34	
Land	5,800.00	
Equipment	2,073,780.43	
Accumulated Depreciation-Equip		1,011,602.78
Building and Improvements	2,391,581.26	
Accumulated Depreciation - Bldg		1,208,874.20
Current Capital Outlay:Temporary Facilities Project	93,033.84	
Current Capital Outlay:PSB Renovation Soft Costs	509,101.93	
Current Capital Outlay:Fire Engine Type I	104.40	
Current Capital Outlay:Firefighters Qtrs/Equip	210.00	
Due to Revolving Acct - Gen Fnd		365,296.50
Due to Other - Issued by CCC		14,194.76
Accounts Payable		2,282.57
Deferred Inflow of Resources		9,731.00
EI Cerrito Reconciliation Liab.		419,249.04
CalPERS Settlement Payable		28,562.56
Postretirement Health Ben Liab	20,094.86	
Fund Equity - General		3,889,496.00
Fund Equity - Capital Projects		3,213,698.00
Fund Equity - Special Revenue		109,075.00
Fund Equity - Gen Fixed Asset		2,212,997.01
Fund Equity		3,476,637.65
Property Taxes		4,528,876.89
Lease Agreement		3,050.25
Interest Income		12,631.00
Staff:Wages	13,906.00	
Staff:Payroll Taxes	1,063.80	
Staff:Payroll Processing	157.08	
RETIREE MEDICAL BENEFITS:Delta Dental	948.79	
OUTSIDE PROFESSIONAL SERVICES:Emergency Prep Coordinator	8,766.66	
OUTSIDE PROFESSIONAL SERVICES:Contra Costa County Expenses	44.00	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Contract Fee	320,290.25	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Reconciliation(s)	10,263.75	
OUTSIDE PROFESSIONAL SERVICES:IT Services and Equipment	250.00	
OUTSIDE PROFESSIONAL SERVICES:Legal Fees	3,680.64	
OUTSIDE PROFESSIONAL SERVICES:Website Development/Maintenance	260.00	
COMMUNITY SERVICE ACTIVITIES:Public Education	1,545.21	
COMMUNITY SERVICE ACTIVITIES:Community Shredder	308.10	
DISTRICT ACTIVITIES:Office:Office Expense	257.96	
DISTRICT ACTIVITIES:Office:Telephone	1,420.30	
DISTRICT ACTIVITIES:Firefighters' Expenses	28,581.68	
DISTRICT ACTIVITIES:Memberships	325.00	
DISTRICT ACTIVITIES:Building Maintenance:Janitorial Service	201.56	
DISTRICT ACTIVITIES:Building Maintenance:Miscellaneous Maint.	267.00	
DISTRICT ACTIVITIES:Building Utilities/Service:Gas and Electric	1,190.52	
DISTRICT ACTIVITIES:Building Utilities/Service:Water/Sewer		214.81
TOTAL	<u>20,506,470.02</u>	<u>20,506,470.02</u>

**Kensington Fire Protection District
Cash and Investment Balance Sheet
As of August 31, 2022**

Current Cash and Investments

Cash Balance		<u>Comments</u>
Petty Cash	200.00	
KFPD Revolving Acct - Gen Fund	138,072.61	Balance as of 8/31/2022
General Fund	2,264,855.32	Balance as of 8/31/2022, Pending Reconciliations
Special Tax Fund	7,674.95	Balance as of 8/31/2022, Pending Reconciliations
Capital Fund	<u>1,337,169.63</u>	Balance as of 8/31/2022, Pending Reconciliations
Total Cash Balance	<u>3,747,972.51</u>	
Investments		
Capital Replacement Funds	480.25	Balance as of 8/31/2022, Pending Reconciliations
Special Tax Fund	515.24	Balance as of 8/31/2022, Pending Reconciliations
Fire Protection Contract Reserves	3,021,642.67	Balance as of 8/31/2022, Pending Reconciliations
E/C Contract Recon Reserves	409,043.34	Balance as of 8/31/2022, Pending Reconciliations
Investments - Other	<u>1,961,408.34</u>	Balance as of 8/31/2022, Pending Reconciliations
Total Investments	<u>5,393,089.84</u>	
Total Current Cash and Investments	<u><u>9,141,062.35</u></u>	

Kensington Fire Protection District Profit & Loss Budget vs. Actual July 1 through September 9, 2022

	Jul 1 - Sep 9, 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Property Taxes	4,528,876.89	4,689,181.00	-160,304.11	96.58%
Special Taxes	0.00	206,462.00	-206,462.00	0.0%
Other Tax Income	0.00	24,000.00	-24,000.00	0.0%
Lease Agreement	9,150.75	0.00	9,150.75	100.0%
Interest Income	12,631.00	20,000.00	-7,369.00	63.16%
CERBT Reimbursement	0.00	80,000.00	-80,000.00	0.0%
Total Income	4,550,658.64	5,019,643.00	-468,984.36	90.66%
Expense				
Staff				
Wages	24,356.00	130,000.00	-105,644.00	18.74%
Vacation Wages	0.00	21,665.00	-21,665.00	0.0%
Medical/dental ins compensation	0.00	12,000.00	-12,000.00	0.0%
Payroll Taxes	1,863.23	12,500.00	-10,636.77	14.91%
Workers Compensation/Life Ins	1,640.00	650.00	990.00	252.31%
Payroll Processing	372.62	2,500.00	-2,127.38	14.91%
Total Staff	28,231.85	179,315.00	-151,083.15	15.74%
RETIREE MEDICAL BENEFITS				
PERS Medical	7,603.14	72,500.00	-64,896.86	10.49%
Delta Dental	2,846.37	14,000.00	-11,153.63	20.33%
Vision Care	646.20	4,100.00	-3,453.80	15.76%
CalPERS Settlement	0.00	7,616.00	-7,616.00	0.0%
Total RETIREE MEDICAL BENEFITS	11,095.71	98,216.00	-87,120.29	11.3%
OUTSIDE PROFESSIONAL SERVICES				
Nixle Fee	3,182.70	4,000.00	-817.30	79.57%
Long Term Financial Planner	3,162.50	5,000.00	-1,837.50	63.25%
Emergency Prep Coordinator	17,533.32	105,200.00	-87,666.68	16.67%
Accounting	3,000.00	36,000.00	-33,000.00	8.33%
Actuarial Valuation	0.00	5,600.00	-5,600.00	0.0%
Audit	0.00	16,000.00	-16,000.00	0.0%
Bank Fee	0.00	25.00	-25.00	0.0%
Contra Costa County Expenses	21,302.00	38,000.00	-16,698.00	56.06%
El Cerrito Contract Fee	960,870.77	3,843,483.00	-2,882,612.23	25.0%
El Cerrito Reconciliation(s)	30,791.27	123,165.00	-92,373.73	25.0%
IT Services and Equipment	500.00	15,000.00	-14,500.00	3.33%
Fire Abatement Contract	0.00	5,000.00	-5,000.00	0.0%
Fire Engineer Plan Review	640.00	3,000.00	-2,360.00	21.33%
Grant Writer/Coordinator	0.00	50,000.00	-50,000.00	0.0%
Risk Management Insurance	0.00	19,000.00	-19,000.00	0.0%
LAFCO Fees	0.00	5,000.00	-5,000.00	0.0%
Legal Fees	7,974.72	20,000.00	-12,025.28	39.87%
Water System Improvements	0.00	10,000.00	-10,000.00	0.0%
Website Development/Maintenance	780.00	4,500.00	-3,720.00	17.33%

Kensington Fire Protection District Profit & Loss Budget vs. Actual July 1 through September 9, 2022

	Jul 1 - Sep 9, 22	Budget	\$ Over Budget	% of Budget
Wildland Vegetation Mgmt	2,500.00	7,600.00	-5,100.00	32.9%
Total OUTSIDE PROFESSIONAL SERVICES	1,052,237.28	4,315,573.00	-3,263,335.72	24.38%
COMMUNITY SERVICE ACTIVITIES				
Public Education	2,344.79	30,000.00	-27,655.21	7.82%
EP Coord Expense Account	0.00	1,000.00	-1,000.00	0.0%
Comm. Pharmaceutical Drop-Off	0.00	2,500.00	-2,500.00	0.0%
CERT Emerg Kits/Sheds/Prepared	0.00	4,000.00	-4,000.00	0.0%
Open Houses	0.00	1,800.00	-1,800.00	0.0%
Community Shredder	924.61	5,000.00	-4,075.39	18.49%
Firesafe Planting Grants	0.00	25,000.00	-25,000.00	0.0%
Community Sandbags	0.00	1,900.00	-1,900.00	0.0%
Volunteer Appreciation	0.00	500.00	-500.00	0.0%
Community Center Contribution	0.00	500.00	-500.00	0.0%
Total COMMUNITY SERVICE ACTIVITIES	3,269.40	72,200.00	-68,930.60	4.53%
DISTRICT ACTIVITIES				
Professional Development	595.00	10,000.00	-9,405.00	5.95%
Office				
Office Expense	1,047.60	5,000.00	-3,952.40	20.95%
Office Supplies	0.00	2,000.00	-2,000.00	0.0%
Telephone	3,003.60	8,000.00	-4,996.40	37.55%
Office- Other	0.00	500.00	-500.00	0.0%
Total Office	4,051.20	15,500.00	-11,448.80	26.14%
Election	0.00	7,500.00	-7,500.00	0.0%
Firefighter's Apparel & PPE	0.00	2,000.00	-2,000.00	0.0%
Firefighters' Expenses	28,581.68	30,000.00	-1,418.32	95.27%
Staff Appreciation	0.00	3,000.00	-3,000.00	0.0%
Memberships	575.00	9,000.00	-8,425.00	6.39%
Building Maintenance				
Gardening service	0.00	4,000.00	-4,000.00	0.0%
Building alarm	0.00	1,500.00	-1,500.00	0.0%
Medical Waste Disposal	0.00	7,500.00	-7,500.00	0.0%
Janitorial Service	604.68	2,000.00	-1,395.32	30.23%
Miscellaneous Maint.	8,869.70	5,000.00	3,869.70	177.39%
Total Building Maintenance	9,474.38	20,000.00	-10,525.62	47.37%
Building Utilities/Service				
Gas and Electric	1,260.64	13,000.00	-11,739.36	9.7%
Water/Sewer	35.42	4,000.00	-3,964.58	0.89%
Total Building Utilities/Service	1,296.06	17,000.00	-15,703.94	7.62%
Total DISTRICT ACTIVITIES	44,573.32	114,000.00	-69,426.68	39.1%
Contingency				
General	0.00	25,000.00	-25,000.00	0.0%
Total Contingency	0.00	25,000.00	-25,000.00	0.0%
Total Expense	1,139,407.56	4,804,304.00	-3,664,896.44	23.72%
Net Ordinary Income	3,411,251.08	215,339.00	3,195,912.08	1,584.13%

Kensington Fire Protection District
Profit & Loss Budget vs. Actual
July 1 through September 9, 2022

	<u>Jul 1 - Sep 9, 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Income	<u>3,411,251.08</u>	<u>215,339.00</u>	<u>3,195,912.08</u>	<u>1,584.13%</u>

09/07/22

Kensington Fire Protection District
Profit & Loss Prev Year Comparison
July through August 2022

Accrual Basis

	Jul - Aug 22	Jul - Aug 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
Property Taxes	4,528,876.89	4,341,286.70	187,590.19	4.3%
Lease Agreement	6,100.50	6,100.50	0.00	0.0%
Interest Income	12,631.00	0.00	12,631.00	100.0%
Total Income	4,547,608.39	4,347,387.20	200,221.19	4.6%
Expense				
Staff				
Wages	24,356.00	16,118.25	8,237.75	51.1%
Payroll Taxes	1,863.23	1,309.54	553.69	42.3%
Payroll Processing	372.62	231.84	140.78	60.7%
Total Staff	26,591.85	17,659.63	8,932.22	50.6%
RETIREE MEDICAL BENEFITS				
CalPERS Settlement	0.00	1,904.16	-1,904.16	-100.0%
Total RETIREE MEDICAL BENEFITS	0.00	1,904.16	-1,904.16	-100.0%
OUTSIDE PROFESSIONAL SERVICES				
Accounting	3,000.00	6,000.00	-3,000.00	-50.0%
Contra Costa County Expenses	21,302.00	17,282.00	4,020.00	23.3%
El Cerrito Contract Fee	640,580.51	587,645.01	52,935.50	9.0%
El Cerrito Reconciliation(s)	20,527.51	31,841.61	-11,314.10	-35.5%
IT Services and Equipment	500.00	3.13	496.87	15,874.4%
Fire Engineer Plan Review	640.00	0.00	640.00	100.0%
Legal Fees	7,974.72	2,415.42	5,559.30	230.2%
Website Development/Maintenance	520.00	520.00	0.00	0.0%
Wildland Vegetation Mgmt	2,500.00	0.00	2,500.00	100.0%
Total OUTSIDE PROFESSIONAL SERVICES	697,544.74	645,707.17	51,837.57	8.0%
COMMUNITY SERVICE ACTIVITIES				
Public Education	2,344.79	3,009.51	-664.72	-22.1%
Community Shredder	616.51	0.00	616.51	100.0%
Total COMMUNITY SERVICE ACTIVITIES	2,961.30	3,009.51	-48.21	-1.6%
DISTRICT ACTIVITIES				
Professional Development	595.00	0.00	595.00	100.0%
Office				
Office Expense	907.60	610.48	297.12	48.7%
Office Supplies	0.00	459.96	-459.96	-100.0%
Telephone	3,003.60	1,142.37	1,861.23	162.9%
Total Office	3,911.20	2,212.81	1,698.39	76.8%
Firefighters' Expenses	28,581.68	0.00	28,581.68	100.0%
Staff Appreciation	0.00	93.49	-93.49	-100.0%
Memberships	575.00	0.00	575.00	100.0%
Building Maintenance				
Medical Waste Disposal	0.00	297.58	-297.58	-100.0%
Janitorial Service	403.12	251.27	151.85	60.4%
Miscellaneous Maint.	8,869.70	4,053.23	4,816.47	118.8%
Total Building Maintenance	9,272.82	4,602.08	4,670.74	101.5%

09/07/22

Accrual Basis

**Kensington Fire Protection District
Profit & Loss Prev Year Comparison
July through August 2022**

	<u>Jul - Aug 22</u>	<u>Jul - Aug 21</u>	<u>\$ Change</u>	<u>% Change</u>
Building Utilities/Service				
Gas and Electric	2,101.03	2,552.39	-451.36	-17.7%
Water/Sewer	285.66	217.44	68.22	31.4%
Total Building Utilities/Service	<u>2,386.69</u>	<u>2,769.83</u>	<u>-383.14</u>	<u>-13.8%</u>
Total DISTRICT ACTIVITIES	<u>45,322.39</u>	<u>9,678.21</u>	<u>35,644.18</u>	<u>368.3%</u>
Total Expense	<u>772,420.28</u>	<u>677,958.68</u>	<u>94,461.60</u>	<u>13.9%</u>
Net Ordinary Income	<u>3,775,188.11</u>	<u>3,669,428.52</u>	<u>105,759.59</u>	<u>2.9%</u>
Net Income	<u><u>3,775,188.11</u></u>	<u><u>3,669,428.52</u></u>	<u><u>105,759.59</u></u>	<u><u>2.9%</u></u>

Kensington Fire Protection District
Trial Balance
As of August 31, 2022

09/07/22
 Accrual Basis

	Aug 31, 22	
	Debit	Credit
Petty Cash	200.00	
KFPD Revolving Acct - Gen Fund	160,235.75	
General Fund	2,264,855.32	
Special Tax Fund	7,674.95	
Capital Fund	1,337,169.63	
Accounts Receivable	14,704.03	
Advance on Taxes	4,496,788.07	
Advance on Supplemental Taxes	95,090.40	
Deposits on Fixed Assets	20,000.00	
Prepaid Services - EC	0.07	
Prepaid Exp.	1,159.00	
Prepaid CERBT - Retiree Trust	461,679.48	
Investments	13,340.88	
Investments:Capital Replacement Funds	1,949,062.95	
Investments:Fire Protect. Contract Reserves	3,021,642.67	
Investments:E/C Contract Recon Reserves	409,043.34	
Land	5,800.00	
Equipment	2,073,780.43	
Accumulated Depreciation-Equip		1,011,602.78
Building and Improvements	2,391,581.26	
Accumulated Depreciation - Bldg		1,208,874.20
Current Capital Outlay:Temporary Facilities Project	102,329.58	
Current Capital Outlay:PSB Renovation Soft Costs	565,577.18	
Current Capital Outlay:Fire Engine Type I	104.40	
Current Capital Outlay:Firefighters Qtrs/Equip	210.00	
Due to Revolving Acct - Gen Fnd		80,119.80
Due to Other - Issued by CCC		14,194.76
Accounts Payable		2,032.57
Deferred Inflow of Resources		9,731.00
EI Cerrito Reconciliation Liab.		419,249.04
CalPERS Settlement Payable		28,562.56
Postretirement Health Ben Liab	20,094.86	
Fund Equity - General		3,889,496.00
Fund Equity - Capital Projects		3,213,698.00
Fund Equity - Special Revenue		109,075.00
Fund Equity - Gen Fixed Asset		2,212,997.01
Fund Equity		3,472,277.65
Property Taxes		4,528,876.89
Lease Agreement		6,100.50
Interest Income		12,631.00
Staff:Wages	24,356.00	
Staff:Payroll Taxes	1,863.23	
Staff:Payroll Processing	372.62	
RETIREE MEDICAL BENEFITS:PERS Medical	7,603.14	
RETIREE MEDICAL BENEFITS:Delta Dental	2,846.37	
RETIREE MEDICAL BENEFITS:Vision Care	646.20	
OUTSIDE PROFESSIONAL SERVICES:Nixle Fee	3,182.70	
OUTSIDE PROFESSIONAL SERVICES:Long Term Financial Planner	3,162.50	
OUTSIDE PROFESSIONAL SERVICES:Emergency Prep Coordinator	17,533.32	
OUTSIDE PROFESSIONAL SERVICES:Accounting	3,000.00	
OUTSIDE PROFESSIONAL SERVICES:Contra Costa County Expenses	21,302.00	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Contract Fee	640,580.51	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Reconciliation(s)	20,527.51	
OUTSIDE PROFESSIONAL SERVICES:IT Services and Equipment	500.00	
OUTSIDE PROFESSIONAL SERVICES:Fire Engineer Plan Review	640.00	
OUTSIDE PROFESSIONAL SERVICES:Legal Fees	7,974.72	
OUTSIDE PROFESSIONAL SERVICES:Website Development/Maintenance	520.00	
OUTSIDE PROFESSIONAL SERVICES:Wildland Vegetation Mgmt	2,500.00	
COMMUNITY SERVICE ACTIVITIES:Public Education	2,344.79	
COMMUNITY SERVICE ACTIVITIES:Community Shredder	616.51	
DISTRICT ACTIVITIES:Professional Development	595.00	
DISTRICT ACTIVITIES:Office:Office Expense	907.60	
DISTRICT ACTIVITIES:Office:Telephone	3,003.60	
DISTRICT ACTIVITIES:Firefighters' Expenses	28,581.68	
DISTRICT ACTIVITIES:Memberships	575.00	
DISTRICT ACTIVITIES:Building Maintenance:Janitorial Service	403.12	

Kensington Fire Protection District

Trial Balance

09/07/22

Accrual Basis

As of August 31, 2022

	Aug 31, 22	
	Debit	Credit
DISTRICT ACTIVITIES:Building Maintenance:Miscellaneous Maint.	8,869.70	
DISTRICT ACTIVITIES:Building Utilities/Service:Gas and Electric	2,101.03	
DISTRICT ACTIVITIES:Building Utilities/Service:Water/Sewer	285.66	
TOTAL	<u>20,219,518.76</u>	<u>20,219,518.76</u>



4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

Office: 415.785.2025
www.NHAadvisors.com

July 26, 2022

Bill Hansell
General Manager
Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707

RE: Kensington Fire Protection District Continuing Disclosure & Arbitrage Rebate Compliance –
Regulatory Disclosure Letter

Dear Bill,

NHA Advisors, LLC (“NHA Advisors”) is required to send this Regulatory Disclosure Letter per Municipal Securities Rulemaking Board (“MSRB”) rules. This letter specifies the terms and details of the work that NHA Advisors will perform for the Kensington Fire Protection District (the “District”) relating to the above referenced project (the “Project”). Additionally, this letter provides certain duties and disclosures that municipal advisors must present to all clients prior to beginning work on a municipal transaction.

Scope of Municipal Advisory Activities to be Performed

A detailed Scope of Services can be found in Exhibit A.

Independent Registered Municipal Advisor (“IRMA”)

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”), with regard to the IRMA exemption of the U. S. Securities and Exchange Commission (“SEC”) Rule, NHA Advisors will review all third-party recommendations submitted to NHA Advisors in writing by the District.

Term of the Project

The Project will commence on August 1, 2022 and end on June 30, 2027, unless the term of the Project is otherwise terminated or extended. Any extensions must be mutually agreed upon by all parties in writing.

Termination of NHA Advisors’ Role on Project

The District may terminate NHA Advisors’ role on the Project at any time and without cause upon written notification to NHA Advisors.

In the event of termination, NHA Advisors shall be entitled to compensation for services performed to the effective date of termination. The District, however, may condition payment of such compensation upon NHA Advisors delivering to the District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to NHA Advisors or prepared by or for NHA Advisors or the District in connection with NHA Advisors’ work on the Project.

NHA Advisors may terminate upon 45 days' written notice to the District and shall include in such notice the reasons for termination.

Compensation and Out-of-Pocket Expenses

A detailed proposal for compensation and expenses can be found in Exhibit B.

Fiduciary Duty

NHA Advisors is registered as a Municipal Advisor with the SEC and MSRB. As such, NHA Advisors has a fiduciary duty to the District and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the District with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the District's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the District; and
- d) undertake a reasonable investigation to determine that NHA Advisors is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors must have a reasonable basis for:
 - i. any advice provided to or on behalf of the District;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the District, any other party involved in the municipal securities transaction or municipal financial product, or investors in the District securities; and
 - iii. any information provided to the District or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors must deal honestly and with the utmost good faith with the District and act in the District's best interests without regard to the financial or other interests of NHA Advisors. NHA Advisors will eliminate or provide full and fair disclosure (included herein) to the District about each material conflict of interest (as applicable). NHA Advisors will not engage in municipal advisory activities with the District as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the District's best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those noted below, that NHA Advisors is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors becomes aware of any material potential conflict of interest that arises after this disclosure, NHA Advisors will disclose the detailed information in writing to the District in a timely manner.

The following are potential conflicts of interest to be considered.

- NHA Advisors represents that in connection with the issuance of municipal securities, NHA Advisors may receive compensation from the District for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NHA Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NHA Advisors' ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair NHA Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.
- The fee paid to NHA Advisors increases the cost of investment to the District. The increased cost occurs from compensating NHA Advisors for municipal advisory services provided.
- NHA Advisors serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another NHA Advisors client. For example, NHA Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NHA Advisors could potentially face a conflict of interest arising from these competing client interests. NHA Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.
- Gerald Craig Hill, the Managing Principal of NHA Advisors is currently serving as an outside director for the HdL Companies based in Diamond Bar, CA. HdL Companies is a software and professional services consulting company providing revenue data and collections information to local governments, potentially including NHA Advisors' clients. HdL Companies have affiliates including, but not limited to, HdL Coren & Cone. From time to time, NHA Advisors utilizes the services of HdL Coren & Cone for its clients. NHA Advisors is mindful of this conflict of interest and fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith when this situation arises.
- NHA Advisors does not have any affiliate that provides any advice, service, or product to or on behalf of the District that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors.
- NHA Advisors has not made any payments directly or indirectly to obtain or retain NHA Advisors' municipal advisory business.
- NHA Advisors has not received any payments from third parties to enlist NHA Advisors' recommendation to the District of its services, any municipal securities transaction, or any municipal finance product.
- NHA Advisors has not engaged in any fee-splitting arrangements involving NHA Advisors and any provider of investments or services to the District.
- NHA Advisors does not have any legal or disciplinary event that is material to the District's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- NHA Advisors does not act as principal in any of the transaction(s) related to this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to the District.

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The District may electronically access NHA Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the District and is within the scope of the engagement, NHA Advisors will determine, based on the information obtained through reasonable diligence of NHA Advisors whether a municipal securities transaction or municipal financial product is suitable for the District. In addition, NHA Advisors will inform the District of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the District; and
- whether NHA Advisors has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the District objectives.

If the District elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, NHA Advisors is not required on that basis to disengage from the District.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, NHA Advisors is required to maintain in writing, all communication and created documents between NHA Advisors and the District for five (5) years.

If there are any questions regarding the above, please do not hesitate to contact NHA Advisors.

Sincerely,

A handwritten signature in black ink that reads "Rob Schmidt". The signature is written in a cursive, slightly slanted style.

Rob Schmidt, Vice President
NHA Advisors, LLC

EXHIBIT A

SCOPE OF SERVICES

The scope of work will generally include, but will not be limited to, the following services:

TASK 1: ARBITRAGE REBATE CONSULTING

The Kensington Fire Protection District (the “District”) is required to conduct routine calculations of the earnings on its tax exempt obligations to determine if it has earned any “positive arbitrage” (actual interest earnings were greater than allowable interest earnings when calculated at the arbitrage yield) and submit a payment to the Internal Revenue Service (“IRS”) for any excess interest earnings. The calculation and payment of any rebate liability is due within 60 days of each fifth Computation Period or Bond Year, at final maturity, or upon full redemption.

The District is engaging NHA Advisors to perform tasks related to this arbitrage rebate calculation. The scope of work will generally include, but may not be limited to, the following services:

- Review pertinent bond documents
- Work with the District and Fiscal Agent/Trustee to obtain all account statements pertaining to the specified time period
- Review account statements
- Analyze cash flows for the various funds/accounts held by the Fiscal Agent/Trustee
- Calculate positive or negative arbitrage
- Prepare a memorandum summarizing the results of the analysis
- Assist the District with preparation of IRS Form 8038-T, as necessary

TASK 2: CONTINUING DISCLOSURE AND CDIAC REPORTING COMPLIANCE SERVICES

The District and its related entities (the “District”) are required to file periodic disclosure reporting with the Municipal Securities Rulemaking Board (“MSRB”), California Debt and Investment Advisory Commission (“CDIAC”), and in some cases, with the underwriter, bond insurer, trustee, or other parties for the District’s debt obligations. The District desires to appoint NHA Advisors, LLC (“NHA Advisors”) to assist with the compliance of these obligations.

A. CDIAC Annual Debt Transparency Reporting (SB 1029):

Effective January 1, 2017, state and local issuers are required to submit an annual debt transparency report for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The annual debt transparency report is due to CDIAC no later than January 31st of each year (beginning January 31, 2018) for any debt outstanding at any point during the prior fiscal year.

NHA Advisors will work with the District to complete and file these reports with CDIAC prior to January 31st each year.

B. Marks-Roos CDIAAC Yearly Fiscal Status Reporting (“YFSR”):

Any joint powers authority (“Authority”) selling bonds on or after January 1, 1996 that uses the proceeds to acquire one or more local obligations is required to report annually on the fiscal status of the Authority bonds and the local obligations acquired. Reports must be submitted to CDIAAC no later than October 30th each year.

NHA Advisors will work with the District to ensure that all reports are completed and filed with CDIAAC prior to October 30th each year.

C. Private Placement Debt and Other Loan Reporting:

The District has issued privately placed debt or other loans that require reporting to the purchaser or other parties. NHA Advisors will assist the District with the disclosure obligations as outlined in the governing document (continuing disclosure agreement, indenture, lease agreement, term sheet, etc.).

EXHIBIT B

COMPENSATION SCHEDULE

TASK 1: ARBITRAGE REBATE CONSULTING

For work described in the Scope of Services, NHA Advisors will be compensated for each applicable bond issue as follows:

- Project Setup: \$500 (invoice at first annual calculation)
- Annual Arbitrage Rebate Calculation: \$500 per year of calculation (invoiced annually)
- Summary Memorandum: \$500 (invoiced each fifth year or upon final calculation)
- Preparation of IRS Form 8038-T: \$750 (if necessary)

The following information provides a snapshot of the initial fees associated with the District’s current arbitrage rebate obligations. As additional debt is issued, new arbitrage rebate obligations will be billed according to the rate schedule provided above.

A summary of the estimated budget is provided in the following table.

Obligations	Annual Calculation Dates	Estimated 5-Year Budget ⁽¹⁾
2022 Lease Financing	June 30	\$3,500

1) Assumes preparation of IRS Form 8038-T and a rebate payment to the IRS are not required.

TASK 2: CONTINUING DISCLOSURE AND CDIAC REPORTING COMPLIANCE SERVICES

For the services outlined in Task 2, NHA Advisors will be compensated as follows.

A. CDIAC Annual Debt Transparency Reporting (SB 1029):

For services described in Subtask A of the Scope of Services, NHA Advisors shall be paid a fixed **annual fee of \$500 per report**, payable upon successful submission of the reports. At present, we estimated that the District has one (1) obligation outstanding that requires CDIAC Annual Debt Transparency Reporting.

CDIAC Annual Debt Transparency Reporting	Annual Fee
2022 Lease Financing	\$500
Total Annual Fee	\$ 500

B. Marks-Roos CDIAAC Yearly Fiscal Status Reporting:

For services described in Subtask B of the Scope of Services, NHA Advisors shall be paid a fixed **annual fee of \$400 per report**, payable upon successful submission of the reports. At present, we estimated that the District has no obligations outstanding that require Marks-Roos CDIAAC Yearly Fiscal Status Reporting.

Marks-Roos CDIAAC Yearly Fiscal Status Reporting	Annual Fee
None	N/A
Total Annual Fee	\$ 0

C. Private Placement Debt and Other Loan Reporting:

For services described in Subtask C of the Scope of Services, NHA Advisors shall be paid a fixed annual fee payable upon successful submission of the report. The following table provides a snapshot of the initial fee associated with the District’s current obligations:

Private Placement Debt and Other Loan Reporting	Annual Fee ⁽¹⁾
2022 Lease Financing	\$750
Total Annual Fee	\$ 750

1) *In the event that the purchasing bank requests additional information beyond what is outlined in the scope of work, this fee will increase commensurate with the additional work required to provide such information.*

Future Obligations

In the event that the District issues additional privately placed debt or other loans that require periodic reporting, the annual fee will be commensurate with the amount of work required.

Task 2 - Grand Total Annual Fee - The initial combined annual fee for the services outlined in Task 2 will be **\$1,100***.

Grand Total – Task 2	Projected On-going Annual Fee*
Subtask A: CDIAAC Annual Debt Transparency Reporting	\$500
Subtask B: Marks-Roos CDIAAC Yearly Fiscal Status Reporting	\$0
Subtask C: Private Placement Debt and Other Loan Reporting	\$750
Grand Total Annual Fee	\$1,250

* *As prior obligations mature or new debt is issued, the Scope of Services and annual budget for services will change in accordance with the fees outlined above.*

Out-of-Pocket Expenses – No expenses will be passed along to the District without prior authorization. Expenses will be limited to third-party contractor work and data purchases required to secure specific

information required to complete the respective reports. Data costs will be passed on to the District with no additional markup.

**MUNICIPAL ADVISOR AGREEMENT
BETWEEN
KENSINGTON FIRE PROTECTION DISTRICT
AND
NHA ADVISORS, LLC**

THIS AGREEMENT for consulting services is made by and between the Kensington Fire Protection District (the “District”) and NHA Advisors, LLC (“Consultant”) (together referred to as the “Parties”) as of August 1, 2022 (the “Effective Date”).

SECTION 1 – SERVICES

As the District’s registered municipal advisor, subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the District the services described in the Scope of Services attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the “IRMA exemption” of the SEC Rule, Consultant will review all third-party recommendations submitted to the District in writing, if requested.

Recommendation. If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the District and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the District. In addition, Consultant will inform the District of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the District; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the District’s objectives.

If the District elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the District.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027 or upon completion of the Scope of Services described in Exhibit A, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement, as referenced in Section 8.

- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event the District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from the District of such desire of the District, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2 - COMPENSATION

The District hereby agrees to pay Consultant compensation for services outlined in the Scope of Services (Exhibit A) under the Compensation Schedule (Exhibit B).

The District shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from the District to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to the District in the manner specified herein. Except as specifically authorized by the District in writing, Consultant shall not bill the District for duplicate services performed by more than one person.

Consultant and the District acknowledge and agree that compensation paid by the District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. The District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- The beginning and ending dates of the billing period.
 - At the District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.
 - For work performed on an hourly Compensation Schedule, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder.

- 2.2 Monthly Payment.** The District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. The District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** The District shall pay the final sum due pursuant to this Agreement within 60 days after completion of the services and submittal to the District of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** The District shall pay for the services to be rendered by Consultant pursuant to this Agreement. The District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. The District shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses will typically include third-party data collection or services not provided by the District. Reimbursable expenses are in addition to the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event the District or Consultant terminates this Agreement pursuant to Section 8, the District shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

SECTION 3 - FACILITIES AND EQUIPMENT

Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. The District shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

The District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with the District employees and reviewing

records and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the District. In no event shall the District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4 - INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to the District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the District. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the District. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a) The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b) The District, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of Consultant; or automobiles owned, leased, hired, or borrowed by Consultant.
- c) For any claims related to this Agreement or the work hereunder, Consultant’s insurance covered shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of Consultant’s insurance and shall not contribute with it.
- d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the District.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed \$250,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a) The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b) Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d) A copy of the claim reporting requirements must be submitted to the District for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish the District with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to Consultant beginning work, it shall not waive Consultant's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of the District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

4.5 Remedies. In addition to any other remedies the District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies the District may have and are not the exclusive remedy for Consultant's breach:

- obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- terminate this Agreement.

SECTION 5 – CONSULTANT'S RESPONSIBILITIES AND INDEMNIFICATION

Consultant is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, Consultant has a fiduciary duty to the District and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the District with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the District's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the District; and
- d) undertake a reasonable investigation to determine that Consultant is not forming any recommendation on materially inaccurate or incomplete information; Consultant must have a reasonable basis for:
 - i. any advice provided to or on behalf of the District;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the District, any other party involved in the municipal securities transaction or municipal financial product, or investors in the District securities; and
 - iii. any information provided to the District or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Consultant must deal honestly and with the utmost good faith with the District and act in the District's best interests without regard to the financial or other interests of Consultant. Consultant will eliminate or provide full and fair disclosure (included herein) to the District about each material conflict of interest (as applicable). Consultant will not engage in municipal advisory activities with the District as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the District's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those noted below, that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any material potential conflict of interest that arises after this disclosure, Consultant will disclose the detailed information in writing to the District in a timely manner.

The following are potential conflicts of interest to be considered.

- Consultant represents that in connection with the issuance of municipal securities, Consultant may receive compensation from the District for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Consultant hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Consultant's ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.
- The fee paid to Consultant increases the cost of investment to the District. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another Consultant client. For example, Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.
- Gerald Craig Hill, the Managing Principal of NHA Advisors is currently serving as an outside director for the HdL Companies based in Diamond Bar, CA. HdL Companies is a software and professional services consulting company providing revenue data and collections information to local governments, potentially including NHA Advisors' clients. HdL Companies have affiliates including, but not limited to, HdL Coren & Cone. From time to time, NHA Advisors utilizes the services of HdL Coren & Cone for its clients. NHA Advisors is mindful of this conflict of interest and fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith when this situation arises.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the District that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.
- Consultant has not made any payments directly or indirectly to obtain or retain Consultant's municipal advisory business.

- Consultant has not received any payments from third parties to enlist Consultant's recommendation to the District of its services, any municipal securities transaction, or any municipal finance product.
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to the District.
- Consultant does not have any legal or disciplinary event that is material to the District's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- Consultant does not act as principal in any of the transaction(s) related to this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to the District.

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Consultant is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Recommendations

If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the District and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the District. In addition, Consultant will inform the District of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the District; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the District's objectives.

If the District elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the District.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Consultant is required to maintain in writing, all communication and created documents between Consultant and the District for five (5) years.

Indemnification

Consultant shall indemnify, defend with counsel acceptable to the District, and hold harmless the District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the District.

Consultant's obligation to defend and indemnify shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Consultant, Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the District, Consultant shall indemnify, defend, and hold harmless the District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the District.

SECTION 6 - STATUS OF CONSULTANT

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the District. The District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise the District shall not have the right to control how Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing

services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by the District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the District and entitlement to any contribution to be paid by the District for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.

SECTION 7 - LEGAL REQUIREMENTS

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which the District is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to the District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to the District that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the District.
- 7.5 **Legal Events and Disciplinary History.** Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. The District may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

- 7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, based on a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or

participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

SECTION 8 - TERMINATION AND MODIFICATION

- 8.1** **Termination.** The District may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 45 days' written notice to the District and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; the District, however, may condition payment of such compensation upon Consultant delivering to the District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

- 8.2** **Extension.** The District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if the District grants such an extension, the District shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, the District shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3** **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4** **Assignment and Subcontracting.** The District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to the District for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the District and Consultant shall survive the termination of this Agreement.
- 8.6** **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, the District's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that the District would have paid Consultant pursuant to Section 2 if Consultant had completed the work

SECTION 9 - MISCELLANEOUS PROVISIONS

- 9.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the county in which the District is located.
- 9.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.4** **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.5** **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 9.6** **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

9.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of the District or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any the District official in the work performed pursuant to this Agreement. No officer or employee of the District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the District. If Consultant was an employee, agent, appointee, or official of the District in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the District for any sums paid to Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to the District in a timely manner.

The fee paid to Consultant increases the cost of investment to the District. The increased cost occurs from compensating Consultant for municipal advisory services provided.

Consultant does not act as principal in any of the transaction(s) related to this Agreement.

During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the District.

9.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Contract Administration. This Agreement shall be administered by the District General Manger (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

9.10 Notices. Any written notice to Consultant shall be sent to:

Eric Scriven, Principal
NHA Advisors, LLC
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

Any written notice to the District shall be sent to:

Bill Hansell, General Manager
Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707

10.11 Integration. This Agreement, including the Scope of Services attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between the District and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A: Scope of Services

Exhibit B: Compensation Schedule

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

KENSINGTON FIRE PROTECTION DISTRICT

NHA ADVISORS, LLC



Bill Hansell, General Manager

Eric Scriven, Principal

EXHIBIT A

SCOPE OF SERVICES

The scope of work will generally include, but will not be limited to, the following services:

TASK 1: ARBITRAGE REBATE CONSULTING

The Kensington Fire Protection District (the “District”) is required to conduct routine calculations of the earnings on its tax exempt obligations to determine if it has earned any “positive arbitrage” (actual interest earnings were greater than allowable interest earnings when calculated at the arbitrage yield) and submit a payment to the Internal Revenue Service (“IRS”) for any excess interest earnings. The calculation and payment of any rebate liability is due within 60 days of each fifth Computation Period or Bond Year, at final maturity, or upon full redemption.

The District is engaging Consultant to perform tasks related to this arbitrage rebate calculation. The scope of work will generally include, but may not be limited to, the following services:

- Review pertinent bond documents
- Work with the District and Fiscal Agent/Trustee to obtain all account statements pertaining to the specified time period
- Review account statements
- Analyze cash flows for the various funds/accounts held by the Fiscal Agent/Trustee
- Calculate positive or negative arbitrage
- Prepare a memorandum summarizing the results of the analysis
- Assist the District with preparation of IRS Form 8038-T, as necessary

TASK 2: CONTINUING DISCLOSURE AND CDIAC REPORTING COMPLIANCE SERVICES

The District and its related entities (the “District”) are required to file periodic disclosure reporting with the Municipal Securities Rulemaking Board (“MSRB”), California Debt and Investment Advisory Commission (“CDIAC”), and in some cases, with the underwriter, bond insurer, trustee, or other parties for the District’s debt obligations. The District desires to appoint Consultant, LLC (“Consultant”) to assist with the compliance of these obligations.

A. CDIAC Annual Debt Transparency Reporting (SB 1029):

Effective January 1, 2017, state and local issuers are required to submit an annual debt transparency report for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The annual debt transparency report is due to CDIAC no later than January 31st of each year (beginning January 31, 2018) for any debt outstanding at any point during the prior fiscal year.

Consultant will work with the District to complete and file these reports with CDIAC prior to January 31st each year.

B. Marks-Roos CDIAC Yearly Fiscal Status Reporting (“YFSR”):

Any joint powers authority (“Authority”) selling bonds on or after January 1, 1996 that uses the proceeds to acquire one or more local obligations is required to report annually on the fiscal status

of the Authority bonds and the local obligations acquired. Reports must be submitted to CDIAC no later than October 30th each year.

Consultant will work with the District to ensure that all reports are completed and filed with CDIAC prior to October 30th each year.

C. Private Placement Debt and Other Loan Reporting:

The District has issued privately placed debt or other loans that require reporting to the purchaser or other parties. Consultant will assist the District with the disclosure obligations as outlined in the governing document (continuing disclosure agreement, indenture, lease agreement, term sheet, etc.).

EXHIBIT B

COMPENSATION SCHEDULE

TASK 1: ARBITRAGE REBATE CONSULTING

For work described in the Scope of Services, NHA Advisors will be compensated for each applicable bond issue as follows:

- Project Setup: \$500 (invoice at first annual calculation)
- Annual Arbitrage Rebate Calculation: \$500 per year of calculation (invoiced annually)
- Summary Memorandum: \$500 (invoiced each fifth year or upon final calculation)
- Preparation of IRS Form 8038-T: \$750 (if necessary)

The following information provides a snapshot of the initial fees associated with the District's current arbitrage rebate obligations. As additional debt is issued, new arbitrage rebate obligations will be billed according to the rate schedule provided above.

A summary of the estimated budget is provided in the following table.

Obligations	Annual Calculation Dates	Estimated 5-Year Budget ⁽¹⁾
2022 Lease Financing	June 30	\$3,500

1) Assumes preparation of IRS Form 8038-T and a rebate payment to the IRS are not required.

TASK 2: CONTINUING DISCLOSURE AND CDIAC REPORTING COMPLIANCE SERVICES

For the services outlined in Task 2, Consultant will be compensated as follows.

A. CDIAC Annual Debt Transparency Reporting (SB 1029):

For services described in Subtask A of the Scope of Services, Consultant shall be paid a fixed **annual fee of \$500 per report**, payable upon successful submission of the reports. At present, we estimated that the District has one (1) obligation outstanding that requires CDIAC Annual Debt Transparency Reporting.

CDIAC Annual Debt Transparency Reporting	Annual Fee
2022 Lease Financing	\$500
Total Annual Fee	\$ 500

B. Marks-Roos CDIAC Yearly Fiscal Status Reporting:

For services described in Subtask B of the Scope of Services, Consultant shall be paid a fixed **annual fee of \$400 per report**, payable upon successful submission of the reports. At present, we estimated that the District has no obligations outstanding that require Marks-Roos CDIAC Yearly Fiscal Status Reporting.

Marks-Roos CDIAC Yearly Fiscal Status Reporting	Annual Fee
None	N/A
Total Annual Fee	\$ 0

C. Private Placement Debt and Other Loan Reporting:

For services described in Subtask C of the Scope of Services, Consultant shall be paid a fixed annual fee payable upon successful submission of the report. The following table provides a snapshot of the initial fee associated with the District’s current obligations:

Private Placement Debt and Other Loan Reporting	Annual Fee ⁽¹⁾
2022 Lease Financing	\$750
Total Annual Fee	\$ 750

1) *In the event that the purchasing bank requests additional information beyond what is outlined in the scope of work, this fee will increase commensurate with the additional work required to provide such information.*

Future Obligations

In the event that the District issues additional privately placed debt or other loans that require periodic reporting, the annual fee will be commensurate with the amount of work required.

Task 2 - Grand Total Annual Fee - The initial combined annual fee for the services outlined in Task 2 will be **\$1,250***.

Grand Total – Task 2	Projected On-going Annual Fee*
Subtask A: CDIAC Annual Debt Transparency Reporting	\$500
Subtask B: Marks-Roos CDIAC Yearly Fiscal Status Reporting	\$0
Subtask C: Private Placement Debt and Other Loan Reporting	\$750
Grand Total Annual Fee	\$1,250

* *As prior obligations mature or new debt is issued, the Scope of Services and annual budget for services will change in accordance with the fees outlined above.*

Out-of-Pocket Expenses – No expenses will be passed along to the District without prior authorization. Expenses will be limited to third-party contractor work and data purchases required to secure specific

information required to complete the respective reports. Data costs will be passed on to the District with no additional markup.



RESOLUTION 2022-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT DECLARING THAT WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON DESIGNATED PRIVATE PROPERTIES CONSTITUTES A PUBLIC NUISANCE AND PROVIDING FOR NOTICE THAT THE FIRE CHIEF OR DESIGNEE SHALL ABATE SUCH PUBLIC NUISANCE CONDITIONS IF NOT ABATED BY THE PROPERTY OWNER.

WHEREAS, Health and Safety Code Sections 14875 et seq provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, the Fire Marshal for the Kensington Fire Protection District has identified in Exhibit A to this resolution those private properties, by street name, lot and block number, on which the presence of weeds, as defined in Health and Safety Code Section 14875, constitute a public nuisance; and

WHEREAS, Health and Safety Code Sections 14890 through 14899 provide that notice shall be provided to each person to whom the properties identified in Exhibit A is assessed informing those persons that unless the property owner abates those nuisance conditions, that the Fire District shall abate the public nuisance. The notice shall further state that if the Fire District must abate the public nuisance, then the cost of abatement shall be assessed against the property as a special assessment. The notice shall also specify a date for a hearing at which property owners may present objections to the designation of their properties as public nuisances or to the proposed removal of the weeds by the Fire District; and

WHEREAS, Health and Safety Code Section 14900 provides that after the hearing, the local legislative body may, by motion or resolution, order the Fire Chief or designee to abate the public nuisance. After further proceedings, these abatement costs may be assessed against the property as a special assessment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kensington Fire Protection District that the properties listed in Exhibit A to this resolution are declared a public nuisance and such nuisance conditions shall be ordered abated because the presence of weeds, rubbish, litter or other flammable material on those properties create a fire hazard, a menace to the public health or are otherwise noxious or dangerous.

BE IT FURTHER RESOLVED that the notice shall state that a public hearing shall be held on November 9, 2022 at 7:00 p.m. at a location to be publicly noticed 72 hours prior to the meeting in accordance with the Brown Act. At this hearing, the Board shall receive a written staff report on abatement actions and any objections shall be heard from the property owners identified in *Exhibit A* liable to be assessed for the abatement.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 14th day of September 2022 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry Nagel, President

Janice Kosel, Secretary

EXHIBIT A

As of 8/29/22

Kensington Fire Protection District
List of Real Property Constituting Public Nuisances

<u>APN</u>	<u>Street Address</u>
571-010-013	92 Kinston Rd.
571-332-018	497 Santa Fe Ave.
572-181-037	27 Sunset Dr.



COURTESY REMINDER

REMOVE WILDFIRE HAZARDS

March 15, 2022

Dear Property Owner,

Please take a moment to read this important information as it reflects the commitment and responsibility of the City of El Cerrito/Kensington Fire Department in our continuing efforts to keep our community safe from fire. **This responsibility could have a fiscal impact on you, as a property owner in the communities of El Cerrito/Kensington.**

El Cerrito Municipal Code, Chapter 8.34-Nuisance Abatement, provides information regarding definition(s), responsibility, condition (s), notice(s), hearing(s), abatement(s), cost(s) used for the purpose of abating a public nuisance.

All properties are required to be **COMPLETELY CLEARED** by April 15th of each year and **are required to meet the adopted vegetation standards at all times.** Fire potential within our community and throughout communities within California are no longer seasonal occurrences. The importance of year-round vegetation management on all properties within El Cerrito and Kensington is critical. Our community is unique and fire safety is an important issue to us all. Purposeful agency action and community involvement is central. Strength that exists in numbers facilitates accomplishing small measures of a big picture solution. This is supported and encouraged throughout all levels of community leadership and initiates with a grass roots approach and a “can-do” attitude. A communal effort, coupled with the willingness to create a safer environment is at the center of these preventative measures.

This letter serves as our annual reminder to you as the property owner to have your property cleared of all flammable vegetation and accumulations of combustible materials that constitute a fire hazard **by April 15, 2022.**

If your property contains a rental unit(s) and the tenant(s) are responsible for maintenance and upkeep, it is your obligation to advise them of the City’s/District’s requirements. Be aware that failure of the tenant(s) to comply does not remove the responsibility for compliance by the property owner.

Inspections by the Fire Department will begin the third week of April 2022. Properties not in compliance will be subject to violations and penalties in the manner provided within local ordinance relating to fire hazard abatement or such other manner as authorized by state or local law.

The following are declared to be public nuisances (8.34.040) within the limits of the city and it shall be the responsibility of the owner, occupant, agent or person having charge of the property, upon which such nuisance exist, to abate such nuisances at his or her own expense whenever they may exist:

Overgrown vegetation: Causing detriment to neighbor properties or causing a fire hazard.

Dead, decayed, diseased or hazardous trees, weeds, and other vegetation: Constituting a danger to public safety and welfare or detrimental to nearby property.

El Cerrito/Kensington Fire Department-Fire Marshal Office – 10900 San Pablo Ave – El Cerrito, CA 94530 – (510) 215-4450



CUTTING CRITERIA:

- a. Dried weeds, grasses, brush shall be cut and maintained to a height of **no more than six (6") inches** for a minimum of thirty (30') feet around structure. Note: 100' feet minimum if in identified wildland urban interface (WUI) area OR Very High Fire Hazard Severity Zone (VHFHSZ).
- b. Exception: Single specimens, ornamental shrubbery or similar plants used for ground covers, provided they do not form a means of rapidly transmitting fire from the native growth to a structure.
- c. All parcels **under 3 acres** in size and **all vacant parcels** shall be **completely cut**, including areas around fences.
- d. Dead or dying trees shall be cut down and removed or chipped.
- e. **Trim tree branches** a minimum of ten (10') feet away from roofs or chimneys and **up six (6') feet from the ground**.
- f. **Remove all combustible rubbish, trash, and debris.**

PROPERTY OWNER:

If you wish to have work performed by private contractors, the Fire Department has vendors they have used to perform this type of work (email fpo@ci.el-cerrito.ca.us). The El Cerrito/Kensington Fire Department does not endorse or imply any recommendation for the use of a specific contractor.

For further information on El Cerrito Code sections visit the City's website at:

<https://www.el-cerrito.org/133/Fire-Department> or https://library.municode.com/ca/el_cerrito

For Kensington residents reference the California Public Resources Code 4291 at:

[kensingtonfire.org/vegetation-management](https://www.kensingtonfire.org/vegetation-management) or <https://leginfo.legislature.ca.gov>

For information on how to create defensible visit www.readyforwildfire.org.

In the interest of a fire safe community, we thank you for your prompt attention to this notice.

Respectfully,

Chase D. Beckman
Fire Marshal



EL CERRITO-KENSINGTON FIRE DEPARTMENT

Fire Prevention Office

10900 San Pablo Avenue, El Cerrito, CA 94530

(510) 215-4457 FAX (510) 232-4917 fpo@ci.el-cerrito.ca.us



July 25 - August 10, 2022

Parcel Number: XXXX

Property Address: XXXXX, Kensington, CA 94707

Property Owner: XXXX

Property Owner's Address: XXXX

Dear Kensington Property Owner:

With the continued drought conditions, the community is facing its peak fire danger earlier than normal. To reduce the fire danger on private property and provide greater community safety, the Fire Department has been inspecting properties and checking for fire hazards. Recently your property listed above was found that it **does not comply** with the Vegetation Management Guidelines set forth in the Kensington Fire Protection District Vegetation Management Standards. You are being notified now so that you may, if you have not already done so, take steps to remove those fire hazard conditions found on your property.

Enclosed is a copy of the Fire Hazard Reduction Inspection form specifying those areas that are not in compliance as well as the Fire Hazard Reduction Guidelines and Fire Hazard Reductions Checklist that can assist you in bringing your property into compliance. More information on the Vegetation Management Standards and Guidelines may be found on the Fire District's website at: www.kensingtonfire.org under Vegetation Management Standards. Additional information is also available at www.readyforwildfire.org or www.cafiresafecouncil.org as well as many others.

If you have recently completed the work to meet these standards, no further action is required. If not, your property is required to be brought into compliance no later than September 5, 2022. There is no need to contact Fire Department upon completion as we will be re-inspecting all properties. When the Fire Department has cleared your property, you will receive a follow up letter to inform you that your property is currently in compliance.

On September 14, 2022 at 7:00PM the Kensington Fire Protection Board of Directors will hold a public hearing to declare those properties still not in compliance as a public nuisance. Your property is at risk of being declared a public nuisance and subject to further abatement actions. In accordance with the Government Code, you may appear before the Board at this public hearing to dispute this declaration.

If you have not done so already, please take immediate action to remove those fire hazard conditions and we thank you for your cooperation helping us make Kensington a more fire safe community.

Sincerely,

Chase Beckman

Chase Beckman

Fire Marshal



**EL CERRITO FIRE DEPARTMENT
KENSINGTON FIRE PROTECTION DISTRICT**



**10900 San Pablo Avenue, El Cerrito, Ca. 94530 (510)215-4450
Fire Hazard Reduction Inspection**

Owner/Tenant	Site Address	City	State	Zip Code
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Legal Propety Owner	Mailing Address	City	State	Zip Code
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APN # _____

**YOUR PROPERTY IS NOT IN COMPLIANCE WITH THE FIRE CODE.
YOU MUST COMPLETE THE FOLLOWING REQUIREMENTS:**

ZONE 1

Zero to 30 feet from buildings, structures, decks,etc. in all portions within El Cerrito and Kensington

- ____ 1. Remove all dead plants, grass and weeds.
- ____ 2. Remove dead or dying leaves and pine needles from your yard, roof and rain gutters.
- ____ 3. Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- ____ 4. Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter.
- ____ 5. On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3 of their height up to 6' above the ground, but in no case less than 18" from the ground.
- ____ 6. Relocate wood piles to Zone 2 if applicable.
- ____ 7. Remove or prune flammable plants and shrubs near windows.
- ____ 8. Remove vegetation and items that could catch fire from around and under decks.
- ____ 9. Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.
- ____ 10. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

ZONE 2

Thirty to 100 feet from buildings, structures, decks, etc. for all parcels within the Very High Fire Hazard Severity Zone. Zone 1 requirements shall be followed in addition to Zone 2 requirements.

- ____ 1. Cut or mow weeds and grass to a maximum height of 6 inches.
- ____ 2. All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.
- ____ 3. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line.

COMMENTS:



KENSINGTON FIRE PROTECTION DISTRICT

c/o El Cerrito Fire Department
10900 San Pablo Avenue
El Cerrito, CA 94530
(510) 215-4450
FAX (510) 232-4917

September 15, 2022

Parcel Number: XXXXX
Property Address: XXXX, Kensington, CA XXX
Property Owner: XXXXX
Property Owner's Address: XXXXX

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH, REFUSE AND OTHER FLAMMABLE MATERIAL

On **September 14, 2022**, the Kensington Fire Protection District Board of Directors declared that your property in the Kensington community, designated above by address and parcel number, constitutes a public nuisance because of the presence of weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health, or is otherwise noxious or dangerous.

A previous notice was sent to you informing you of the September 14, 2022 hearing and further informing you of your obligation to remove the weeds, rubbish, refuse and other flammable material from your property. **If you do not immediately abate these nuisance conditions, the District will do so and the costs for removal of the weeds, rubbish, refuse and other flammable material will be assessed against your property as a lien and special assessment.** These removal costs shall then be collected in the time and manner of ordinary municipal taxes.

You will not receive any further notices from the District prior to this removal. The District shall perform this removal either through its own staff or through private contract sometime between **October 17, 2022 and October 28, 2022**. It is impossible to predict what it will cost the District to remove these nuisance conditions from your property. The costs depend on the severity of those conditions. In past years these abatement costs have sometimes exceeded \$8,000 per parcel for those parcels with severe nuisance conditions.

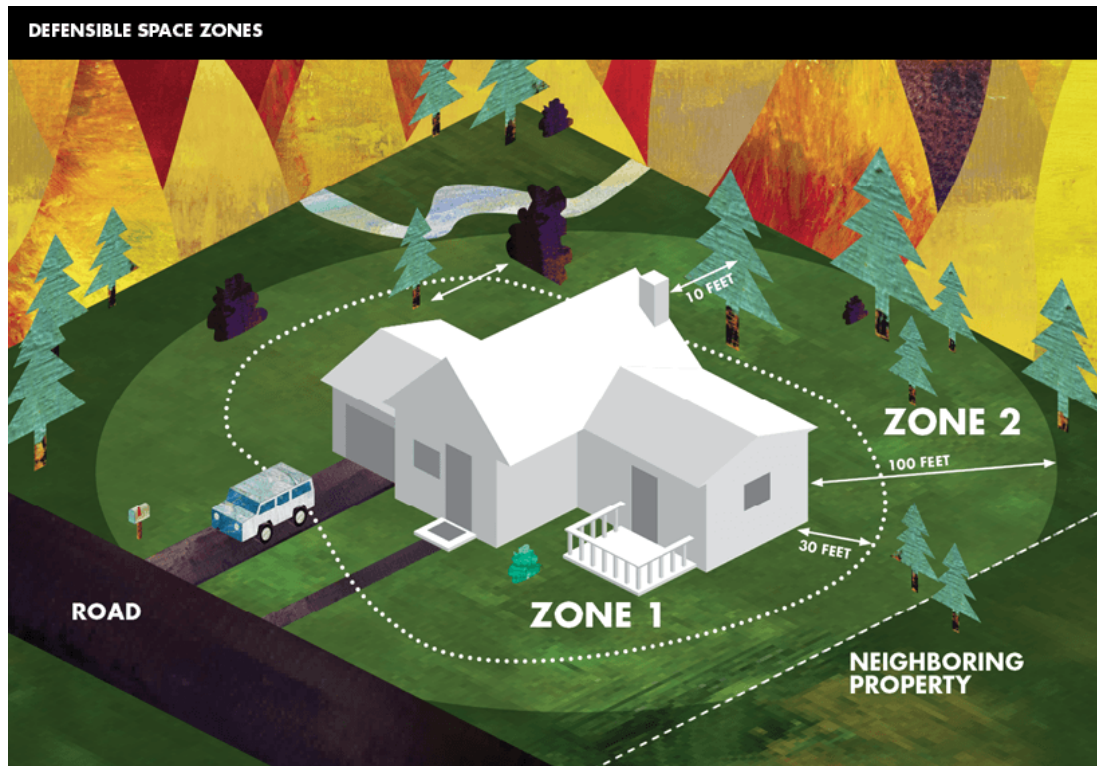
The Kensington Fire Protection District Board of Directors will hold a public hearing on **November 19, 2022 at 7:00 p.m.** At this hearing, the Board will receive the staff report and cost of abatement for your property. Objections to the abatement costs can be heard at this public hearing. Contact the Fire Department for the location of the meeting or go to the Kensington Fire Protection District website at <https://www.kensingtonfire.org/meetings> for meeting information.

If you have any questions, contact the Fire Department at 10900 San Pablo Avenue, El Cerrito, CA 94530. The phone number is (510) 215-4457.

Chase Beckman

Chase Beckman
Fire Marshal

Kensington Fire Protection District Fire Hazard Reduction Guidelines



Zone 1

Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

- Remove all dead plants, grass and weeds (vegetation).
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark.
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18 inches from the ground.
- Relocate wood piles to Zone 2 if applicable.
- Remove or prune flammable plants and shrubs near windows.
- Remove vegetation and items that could catch fire from around and under decks.
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.

Zone 2

Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in only those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line. NOTES: (1) All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements: (2) The vast majority of the entire community of Kensington is in the VHFHSZ.

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches.
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.



Fire Hazard Reduction Checklist



Zone 1 Requirements

Definition: Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones

- Remove all dead plants, grass and weeds within 30 feet of buildings, structures, decks, etc.
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18" from the ground
- Relocate wood piles to Zone 2 if applicable
- Remove or prune flammable plants and shrubs near windows
- Remove vegetation and items that could catch fire from around and under decks
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials
- Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line

Zone 2 Requirements

Definition: Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. NOTE: All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground
- Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line

To find out if your property is located within the Very High Fire Hazard Severity Zone, go to : <https://egis.fire.ca.gov/FHSZ/> On the upper left hand side, click on the bottom icon for Address Search.

Kensington Fire Protection District Fire Hazard Reduction Program

I. INTRODUCTION

A. Purpose of Vegetation Management Standards

California communities have experienced devastating fire loss because of the severity of fires which occur in the wildland interface areas. These areas exist in the community of Kensington. In these areas the risk of conflagration is increased further by homeowners who create or do not maintain landscaping on their properties. Homes are threatened by fire every year in California largely because of heavy vegetation fuel load very near structures.

Very High Fire Hazard Severity Zones (VHFHSZ) have been identified within the Kensington community by the Kensington Fire Protection District and CAL Fire. As specified by State Law AB 337, property owners within the VHFHSZ must take special precautions with their property, including vegetation management, to reduce the risk of fire. All Kensington property owners must comply with the District's Fire Hazard Reduction standards.

The buildup of unmanaged vegetation, whether native or non-native, steep hillsides with canyons, draws, and periods of extremely hot, dry weather all combine to create in Kensington the potential for catastrophic fire behavior. Catastrophic fires can destroy large numbers of homes, threaten public safety and severely damage the natural areas which contribute to our high quality of living.

A key goal of Kensington's community fire protection planning is to reduce the level of fire hazards throughout the community and particularly in the VHFHSZ. While it is not possible to eliminate all threats of catastrophic wildfire, fire hazards can be reduced to acceptable levels and still allow a "green" community.

Vegetation management planning in the VHFHS Zone focuses on areas where fire poses the greatest risk to life and property. Fires will continue to be a part of California urban living. By implementing vegetation management standards, Kensington residents can significantly reduce the potential a small fire will grow into a catastrophic event. An important component of reducing the community's fire risk requires vegetation management to be practiced by all property owners.

No person shall be prosecuted criminally under the provisions of Section 4 of the Kensington Fire Protection District Ordinance 95-1 until that person has received written notice of how that property violates these standards and until that person has had the reasonable opportunity to meet with District staff concerning the violation. Civil Enforcement of these guidelines as provided for in Section 5 of Ordinance 95-1, pursuant to California Health and Safety Code Section 14912 et. seq. Civil procedures for fire hazard abatement include providing the property owner with (1) written notice on how the property violates these guidelines, (2) reasonable opportunity to comply with the guidelines and (3) opportunity to be heard before the Board of Directors of the Kensington Fire Protection District.

II. FIRE HAZARD REDUCTION GUIDELINES

Many factors combine to create a fire hazard on any specific property. It is difficult to single out a specific vegetation species or configuration to declare it either fire hazardous or completely fire safe in all situations. The Fire Department has developed guidelines conforming to State Law and National Fire Protection Standards which address most situations found on private property within Kensington.

A. Hazard Zones

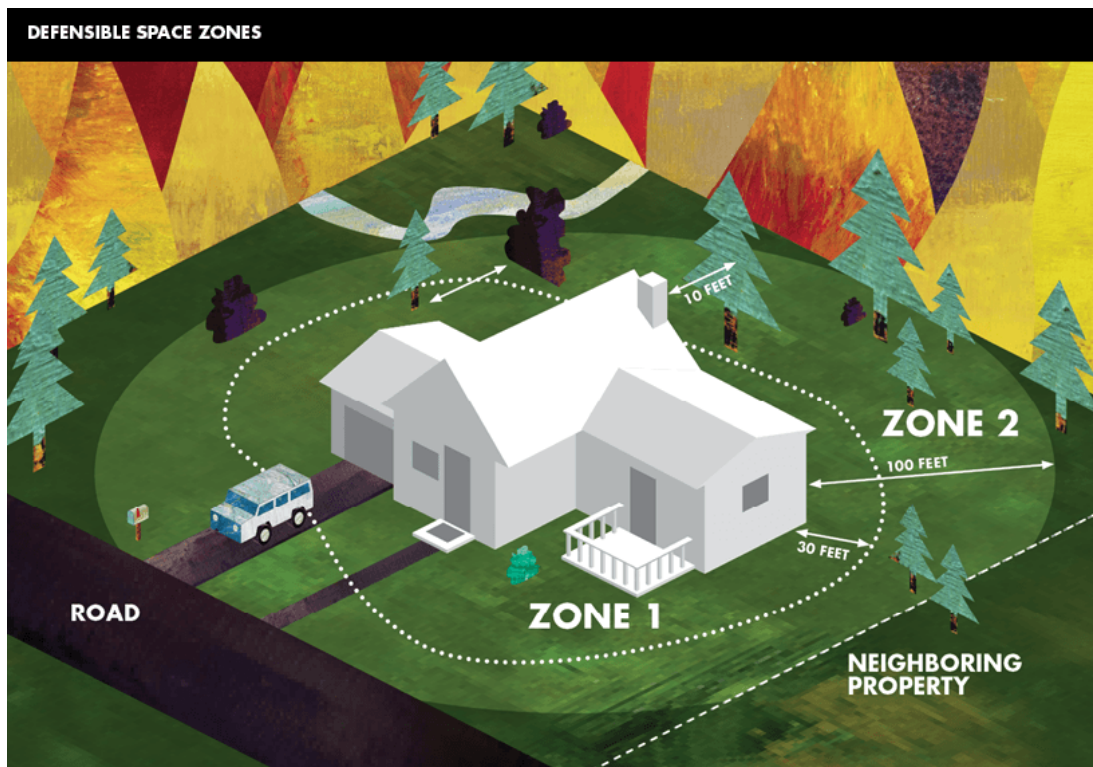
A portion of the Kensington community lies adjacent or near to large wildland areas containing steep slopes and naturally growing vegetation. Every year under certain critical weather conditions, the neighborhoods near these wildland areas are at heightened risk of seasonal wildfire sweeping into the community and burning homes. These areas at heightened risk of wildfire have been designated as Very High Fire Hazard Severity (VHFHS) Zones as designated by CAL Fire. Fire hazard reduction measures common to the entire community are required on both vacant and developed lots.

B. Defensible Space

Defensible space is essential to improve your home's chance of surviving a wildfire. It is the buffer you create between a building on your property and the grass, trees, shrubs, or any wildland area that surround it. This space is needed to slow or stop the spread of wildfire and it helps protect your home from catching fire—either from direct flame contact or radiant heat. Defensible space is also important for the protection of the firefighters defending your home.

Defensible Space Zones

Two zones make up the required 100 feet of defensible space.



Zone 1

Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line.

- Remove all dead plants, grass and weeds (vegetation).
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark.
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18 inches from the ground.
- Relocate wood piles to Zone 2 if applicable.
- Remove or prune flammable plants and shrubs near windows.
- Remove vegetation and items that could catch fire from around and under decks.
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials.

Zone 2

Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in only those areas within Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line. NOTES: (1) All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements. (2) The vast majority of the entire community of Kensington is in the VHFHSZ.

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches.
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.

C. Additional Considerations for Vegetation Management

1. The Fire Hazard Abatement Program is intended to promote community fire safety by reducing the combustible vegetation fuel mass on private properties. Clearing vegetation by heavy construction methods, such as grading, discing, trenching or dozing shall require special permits from the County. **Disposal by burning is not permitted.**
2. Any parcel where slope stability will be threatened by removal of plants may be exempt from treatment requirements or subject to alternate treatments. The property owner must submit a report documenting the probability of slope failure due to vegetation removal, prepared by a licensed civil, geotechnical or soils engineer. The report shall propose alternative treatment methods to address fire hazards. The report will be reviewed by staff. Review and acceptance by the District of alternative treatment will supersede other requirements.
3. Any parcel or lot which includes plant or animal species that are rare, endangered or of special concern may qualify for alternative plant treatment and spacing requirements. The property owner must submit a report from a qualified resource biologist or landscape architect describing the species, actions required to preserve its environmental value, and proposed alternative measures to address fire hazards. The report will be reviewed by the District. Review and acceptance by the District of alternative treatment will supersede other requirements.

D. Planting Considerations

Any plant will burn if the conditions are right. Some plants are considered to be extremely flammable while other plants are considered to have some resistance to fire. Verifiable tests of fire exposure characteristics for all specific ornamental landscaping plants are not available.

The Vegetation Management Standards for the Kensington Fire Protection District utilizes available information from the Diablo Firesafe Council at <http://diablofiresafe.org/tolerance.html> under Table 1 Plants with a Favorable Fire performance Rating in 3 or More References.

At the base of trees and shrubs, replace flammable vegetation with bark, mulch, rock, gravel or low-growing or more fire-resistant ground covers. This cover reduces the fire danger and minimizes weeds.

Avoid placing medium-sized shrubs beneath trees or taller shrubs. By breaking up the available fuel mass in ornamental landscaping, a fire will be kept at lower intensity, flame lengths will be shorter and fire will be less likely to form a continuous line or front.

E. Structural Fire Safety

The District's roofing and vegetation management standards are designed to reduce the amount of airborne burning material, limiting fire spread. Once a fire starts, it is often accelerated by wind-borne burning material.

Burning embers or brands are the main source of fire spread in mixed urban-wildland fires. The roof of a house is most vulnerable to this type of ignition followed by openings such as vents. Spark arresters with a maximum of ½ inch openings in the mesh are required over the outlet of every chimney. Class A is the top rating for fire resistive roofing, followed by Classes B and C. State and District Ordinance requires that all roofing be Class B or better, and wood shake shingle roofing materials are prohibited in new construction or replacement of more than 50% of the roof. It is recommended to cover vent openings with ¼ inch openings in the mesh to prevent flying embers from entering the structure.

III. GLOSSARY OF TERMS

The following terms are used to describe the vegetation management standards in California State Law and in the Kensington Fire Protection District's Fire Hazard Reduction Program.

Very High Fire Hazard Severity (VHFHS) Zones: Any geographic area designated per Government Code Section 51178 to contain the type and condition of vegetation, topography, weather and structure density to potentially increase the possibility of wildland conflagration fires. As a community adjacent to extensive wildland areas, the community of Kensington is made up on mostly VHFHS zones. A CAL Fire interactive map of these zones is available at <https://egis.fire.ca.gov/FHSZ/>. Fire hazard reduction standards are more extensive for properties located within VHFHS zones.

Defensible Space: A concept in landscape design for homes which provides a band of managed vegetation around a home that slows movement of fire by reducing or denying fuel and provides a space for firefighters to take a stand to protect the house.

Fire Resistant Plants: A relative term used to describe plants that are “more resistant: or “less resistant” than other plants to fire. Given enough heat, all vegetation will burn. Yet plants in fact differ in how fast they burn, how high a flame they produce and their ability to survive fire. Fire resistance is enhanced by higher amounts of moisture within twigs and foliage. Fire-resistant plants can lose this quality altogether if not properly maintained and irrigated. The Vegetation Management Standards for Kensington utilizes available information from the Diablo Firesafe Council at <http://diablofiresafe.org/tolerance.html> under Table 1 Plants with a Favorable Fire performance Rating in 3 or More References.

Fire Hazardous Vegetation: Plants which can burn easily because they generate dry undergrowth, contain flammable oils or produce significant quantities of dead or dying material. Hazardous vegetation is fuel which must be removed or strictly maintained so as not to constitute a fire hazard by igniting easily and then contributing to rapid fire spread. Seasonally dry grass, weeds, brush, and unmaintained and unirrigated trees and ornamental vegetation are examples of fire hazardous vegetation. Properly chipped, mulched and disbursed material does not constitute fire hazardous vegetation. Fire hazardous vegetation is also known as **flammable vegetation and combustible growth.**

Ornamental Landscaping: Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire-resistant plants and the removal of fire hazardous vegetation will enhance fire safety.

Zone 1: Extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones. In Zone 1 vacant lots shall be maintained to be 10 feet wide along the property line.

Zone 2: Extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. In Zone 2 vacant lots shall be maintained to be 30 feet wide along the property line. For properties within Zone 2, all Zone 1 requirements shall be enforced in addition to Zone 2 requirements.



Fire Hazard Reduction Checklist



Zone 1 Requirements

Definition: Zone 1 extends 30 feet from buildings, structures, decks, etc. in all portions within the community of Kensington including the designated Very High Fire Hazard Severity (VHFHS) Zones

- Remove all dead plants, grass and weeds within 30 feet of buildings, structures, decks, etc.
- Remove dead or dry leaves and pine needles from your yard, roof and rain gutters
- Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening
- Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark
- On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18" from the ground
- Relocate wood piles to Zone 2 if applicable
- Remove or prune flammable plants and shrubs near windows
- Remove vegetation and items that could catch fire from around and under decks
- Create a minimum 6-foot separation between trees, shrubs or vegetation and combustible materials
- Vacant lots in Zone 1 shall be maintained to be 10 feet wide along the property line

Zone 2 Requirements

Definition: Zone 2 extends from 30 feet to 100 feet out from buildings, structures, decks, etc. in those areas within the community of Kensington designated as the Very High Fire Hazard Severity (VHFHS) Zones. **NOTE: All Zone 1 requirements shall be followed in addition to the following Zone 2 requirements**

- Cut or mow weeds and grass shall be cleared to a maximum height of 6 inches
- All fire hazardous vegetation except for weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground
- Vacant lots in Zone 2 shall be maintained to be 30 feet wide along the property line

To find out if your property is located within the Very High Fire Hazard Severity Zone, go to <https://egis.fire.ca.gov/FHSZ/> On the upper left hand side, click on the bottom icon for Address Search.



RESOLUTION 2022-20

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT CONFIRMING THE REPORT OF THE COSTS OF ABATEMENT OF PUBLIC NUISANCE CONDITIONS, WEEDS AND FLAMMABLE MATERIALS AND AUTHORIZING RELATED ACTIONS

WHEREAS, Health and Safety Code Sections 14875 et. Seq. and Government Code Sections 39560 et. Seq. provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, at the conclusion of the June 8, 2022 public meeting, the Kensington Fire Protection Board of Directors directed the Fire Chief or his designee through Resolution No. 2022-12, to remove the public nuisance conditions on a property deemed by the Board to constitute a public nuisance according to the provisions of Health and Safety Code Section 14900, which were and are identified in Exhibit A; and

WHEREAS, the Kensington Fire Protection District Board of Directors further directed that the Fire Chief or his designee keep an account of the cost of abatement of the property in question on which work was performed in accordance with Health and Safety Code Section 14905. The report shall be prepared and presented to the Board of Directors so that, after notice and hearing, these abatement costs could be confirmed as a special assessment on the property in question; and

WHEREAS, as required by Health and Safety Code Section 14910 and Government Code Section 39576, the Kensington Fire Protection District Board of Directors conducted a hearing on September 14, 2022 at which objections were heard regarding the report and the assessment of the abatement costs for the property identified in Exhibit A of this Resolution. Notice of the hearing was provided to the owner of the subject property; and

WHEREAS, at the hearing, Fire Department staff presented evidence for the subject property for which there were no objections concerning the abatement costs and administrative expenses contained in the report; and

WHEREAS, such testimony included a description of the public nuisance conditions which existed at the property prior to abatement, a description of the services required to abate those conditions, the staff and machinery necessary to achieve abatement, the costs to the District in abating those conditions, and such other matter deemed relevant by the Board of Directors; and

WHEREAS, the Kensington Fire Protection District Board of Directors does hereby conclude that the abatement costs for the property in question identified in Exhibit A, as such costs may have been modified by the Board of Directors after a review of the evidence, are fair and reasonable. This determination is based on the evidence submitted by the property owner, the evidence submitted by Fire Department staff, the evidence concerning the nuisance conditions which existed on the property in question prior to abatement, the evidence concerning the scope of services required to abate those conditions, and such other matter deemed relevant by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the Kensington Fire Protection District Board of Directors does hereby confirm the report of costs of abatement as contained in Exhibit B of this Resolution.

BE IT FURTHER RESOLVED that the costs of abatement shall be levied as a special assessment against the property in question and that these costs shall be certified to the auditor of Contra Costa County so that the costs of abatement shall be collected at the same time and in the same manner as ordinary county taxes.

BE IT FURTHER RESOLVED that a certified copy of this Resolution confirming the abatement costs for the property in question identified in Exhibit A of this Resolution shall be immediately filed with the County Auditor.

BE IT FURTHER RESOLVED that the Fire Chief or designee shall take such action necessary to record the abatement costs for the property in question as identified in Exhibit A of this Resolution with the County Recorder as a lien against the property in question provided for in Health and Safety Code Section 14912.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 14th day of September 2022 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry Nagel, President

Janice Kosel, Secretary

Attachments: Exhibits A, B, C

EXHIBIT A
Resolution 22-XX

Kensington Fire Protection District
List of Real Property Abated as Public Nuisances

APN	Street Address
572-232-017	47 Anson Way

Exhibit B

**KENSINGTON FIRE PROTECTION DISTRICT
ADMINISTRATIVE COST WORK SHEET**

47 Anson Way APN #572-232-017

4/21/2022 - Initial inspection and notice.....	\$0.00
07/5/2022 – Re-inspection	\$0.00
6/8/2022- Office work and attend Fire Board meeting Abatement Hearing.....	60 min @ 126.00/hr..... \$126.00
6/13/2022 – Second notice.....	15 min @ 126.00/hr..... \$31.50
7/5/2022 – Posting of Property.....	15 min @ 126.00/hr.....\$31.50
7/18/2022 - Vendor bid	30 min @ 126.00/hr..... \$63.00
7/25/2022 - Vendor observation/inspection....	15 min @ 126.00/hr..... \$31.50
9/14/2022 - Office work and attend City Council Meeting Cost Hearing.....	30 min @ 126.00/hr..... \$63.00
6/30/2023 - County Record Abatement.....	30 min @ 126.00/hr..... \$63.00
<hr/>	
TOTAL ADMINISTRATIVE COST.....	\$409.50
TOTAL CONTRACTOR’S INVOICE	\$2500.00
TOTAL COST OF ABATEMENT	\$2909.50

FIRE SAFTEY CLEARING.

Aug 7, 2022

510-541-2130.

Work done: Mon. July 25, 2022

Invoice # 45326-1

To: El Cerrito Fire Dept.

47 Anson Way

Kensington, CA. 94707

-Fire Fuel Reduction

-Thin out roadside area, remove two dead trees

-limb up area. Weed Abatement, brush, deadwood.

-remove branches off rooftop in back

-remove dead snag on roof

Total due.....\$2500.00

Please make check to:

-Teo Carlone

1224 Masonic Ave.

Berkeley, CA. 94706.

Thanks for the work. It was much appreciated.



KENSINGTON FIRE PROTECTION DISTRICT

DATE: September 14, 2022

TO: Board of Directors
Kensington Fire Protection District

RE: **Agenda Item 05c**
Final FY2022-2023 Budget

SUBMITTED BY: Bill Hansell, General Manager

Recommended Action

Approve Resolution 2022-21 Final FY2022-2023 Budget

Background

The attached Final FY2022-2023 Budget is presented for approval. The budget estimates revenues of **\$5,067,302**, operations expenditures of **\$4,817,425**, resulting in a positive operations balance of **\$249,877**. This balance will be offset by estimated capital improvement expenses for the renovation of the Public Safety Building of **\$2,757,833** and the Temporary Facilities of **\$848,607**. This amount will decrease the district's reserve fund balance by **\$3,606,440**. Amendments will be proposed to accommodate the progress of the project.

The projected EOY 2021-2022 Fund Balances are listed on the final page of the budget showing total reserves as of July 1st, 2022 of **\$9,891,414**. This does not include the net OPEB asset which the district maintains in a separate trust for ongoing OPEB liabilities that remain more than fully funded. A new actuarial update is currently underway but the prior report listed an asset of **\$387,756**.

Estimated EOY 2021-2022 Fund Balances are not listed yet, as the district will soon employ a Municipal Advisor to project how the renovation project expenses should best be funded. This is the first step in the development of a long-range financial plan for the district. Additionally, the district has hired a grant writer to begin sourcing State and Federal funding opportunities for the building renovation, as well as for other emergency preparedness priorities. Moving forward quickly with the renovation plans and permitting is necessary to meet the "shovel-ready" requirements of many grants.

The Budget Message on page 3 of the presentation further explains the administrative approach to this year's financial strategy and the milestones that have already been achieved in the first quarter.



Kensington Fire Protection District Fiscal Year 2022-2023 Final Budget

Presented by
Bill Hansell, General Manager
to the
KFPD Board of Directors
on
September 14th, 2022

Kensington Fire Protection District
Fiscal Year 2022-2023 Final Budget

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Exhibit B: Cash Reserves	
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Budget Message

September 14, 2022

To: Board of Directors,
Kensington Fire Protection District

Dear Directors,

It is my pleasure to present to you the Kensington Fire Protection District (“KFPD”) Final Budget for Fiscal Year 2022-2023. This budget serves as the foundation for KFPD’s commitment to serving the Kensington community in protecting the lives, property, and environment of the community from the disastrous effects of fires, medical emergencies, natural disasters, and other hazardous conditions.

KFPD made significant gains in improving its services over the past fiscal year, including:

- Strategic financial planning for operational, emergency, and capital reserves;
- Completing the design, permitting, contractor selection, and financing for the Public Safety Building Seismic Renovation Project and the Temporary Fire Station 65;
- Furthering emergency preparedness with an evacuation exercise, the expansion of the vegetation management grant program, increasing communications and public information events;
- Participating in the interviews and selection of El Cerrito-Kensington Fire Chief Eric Saylor and welcoming him to his new position; and
- Continuing the cooperative administrative relationship between the KFPD and KPPCSD.

In order to expand on those achievements, the budget for FY 2022-2023 presented herein will enable further improvements while providing responsible stewardship of the district’s resources. In the first quarter of this fiscal year, the following priorities have already been addressed:

- Breaking ground on Temporary Fire Station 65, which is scheduled to be completed by the beginning of October 2022;
- Planning for the relocation to the temporary station and for the admin to move to the KPPCSD modular on San Pablo Avenue;
- Pre-construction planning for the PSB Seismic Renovation Project, which will break ground immediately after relocation and is to be completed by March 2024; and
- Continuing the work of the Emergency Preparedness Coordinator for public outreach via social media and print communications.

We welcome public feedback and suggestions on the budget as it continues to develop over this year of further transitions and growth.

Respectfully submitted,



Bill Hansell
General Manager

Elected and Appointed Officials

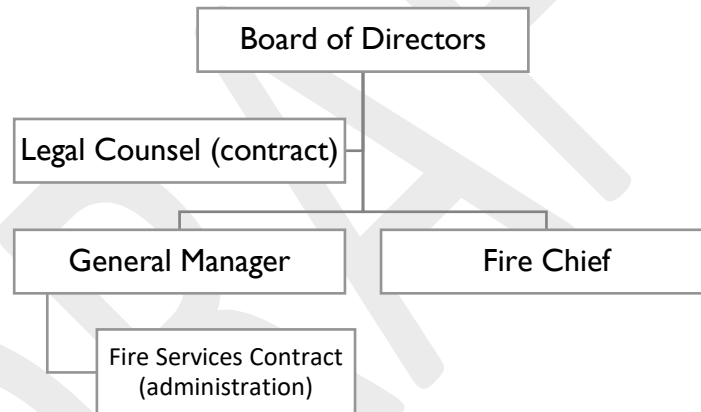
Board of Directors:

Larry Nagel, President
Kevin Padian, Vice President
Janice Kosel, Secretary
Don Dommer
Julie Stein

Appointed:

General Manager Bill Hansell
Fire Chief Eric Saylor

Organization Chart



Committees

Emergency Preparedness Committee:

Directors: Kevin Padian and Larry Nagel
Public Members: Lisa Caronna, Katie Gluck, Peter Guerrero, Peter Liddell, Danielle Madugo, Paul Moss, David Spath

Finance Committee:

Directors: Janice Kosel and Larry Nagel

Mission

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.

District Profile

The unincorporated town of Kensington began a volunteer fire department in 1928. Twenty-four years later, the Kensington Fire Protection District (formed in 1937) hired a staff of professional firefighters under the supervision of a fire chief. The district is organized under the State's Health & Safety Code Section 13800, commonly known as the Bergeson Fire District Law. In 1995, the district entered into a contract with the City of El Cerrito whereby El Cerrito would provide all fire prevention, fire suppression and emergency services within Kensington for an annual fee. As a result, the district's only current employee is its General Manager (GM), Bill Hansell. Salary information for the District's GM can be found at: www.publicpay.ca.gov

The early fire department was housed in a small, quaint English country-style building next to the Chevron Oil gas station on the Arlington. The current public safety building, owned by the district, was constructed in 1970 and substantially renovated in 1999 and 2004. The district owns two fire engines, one specifically engineered for the steep, narrow streets of Kensington and the other a "Type III" or wildland engine for use during high fire season.

In recent years the district embarked on a series of water system improvements by contract with the East Bay Municipal Utility District to enhance the provision of water along the wildland interface and to optimize the placement of hydrants throughout the community. The district initiated paramedic service in 2001. It offers the first engine-based Advanced Life Support service in West Contra Costa County, bringing medications and equipment to a patient's side in under 5 minutes on average.

The district is able to provide a timely and appropriate level of response by active participation with other West Contra Costa County fire agencies in automatic response agreements that use the combined resources of all agencies to serve the area irrespective of jurisdictional lines.

The district operates a Community Emergency Response Team Training (CERT) program. For more information on CERT, see our "CERT Training" tab or at: www.el-cerrito.org/index.aspx?nid=133

Funding for District expenses is provided by property tax revenues as well as a special tax approved by the voters in 1980.

District Services

Kensington Fire Protection District provides emergency medical, fire education, prevention and suppression services to the town of Kensington, California.

Training 2020:

- *Medical - EMS* = 864 Hours
- *Operations* = 10,583 Hours
- *Physical Fitness* = 1,325 Hours
- *Internet-Based Safety Training* = 2,452 Hours

Fire Prevention and Public Education 2020:

- *Fire Inspections (Fire Company)* = 48
- *Mandatory (Schools/Jails/Convalescent)* = 02
- *Self Inspections* = 10
- *Vegetation Management Inspections* = 1,254
- *Vegetation Management Re-Inspections* = 82
- *Construction Plan Checks* = 05
- *Construction Inspections* = 11

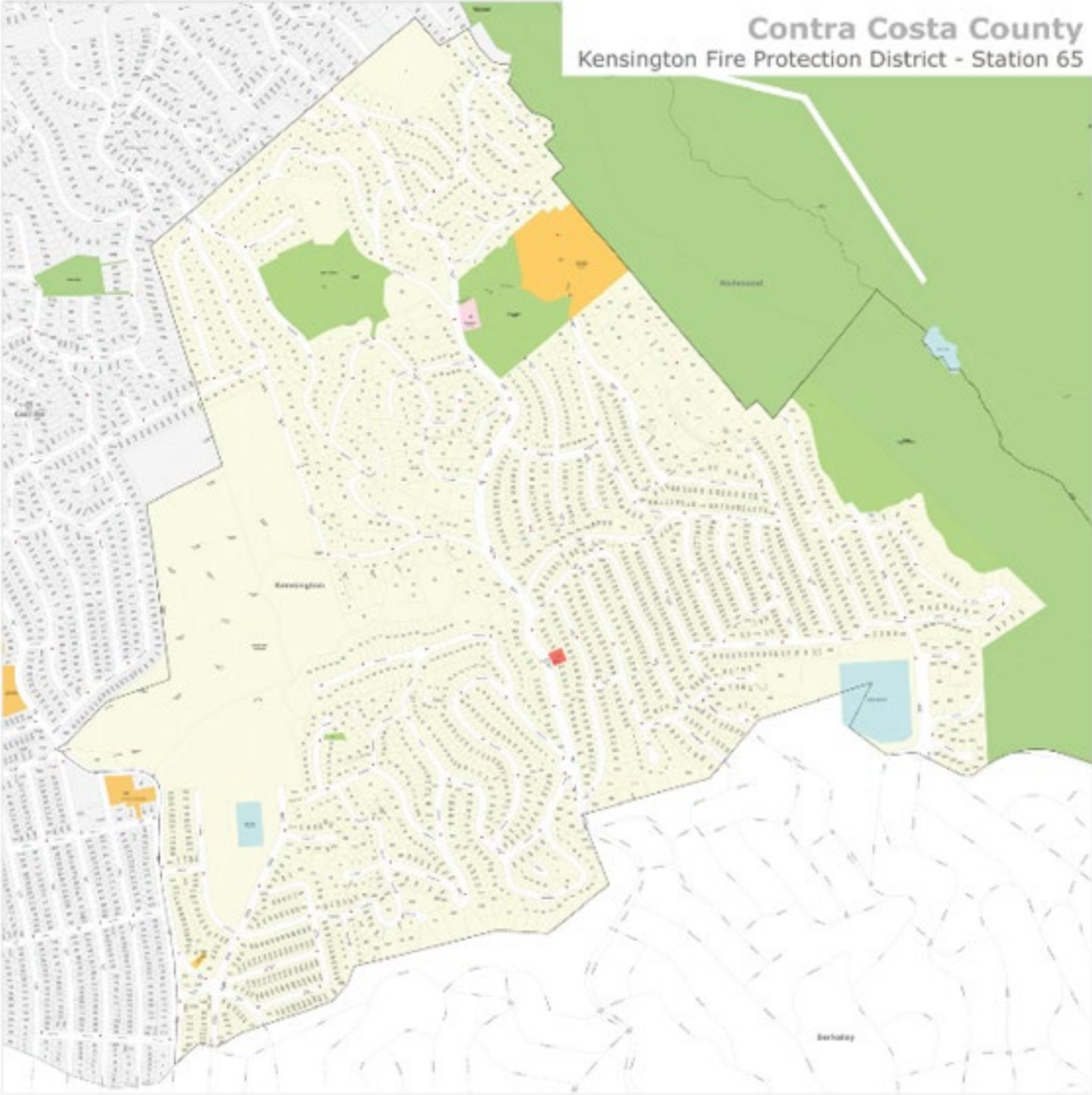
Certifications Currently Held:

- *Chief Officers* = 02
- *Fire Officers* = 19
- *Firefighter II* = 32
- *Firefighter I* = 36
- *Driver Operator* = 32
- *Rescue Systems* = 35
- *Paramedic* = 19
- *Technical Rescue* = 14
- *CERT Instructors* = 08

Community Programs (NOTE: Some postponed due to COVID-19):

- *Car Seat Installation Program*
- *CERT (Community Emergency Response Team)*
- *CPR / First Aid Training*
- *Free Smoke Detectors for Elderly, Disabled and Low-Income Resident*
- *Parking Flyer for Neighbors*
- *Pharmaceutical Drop Off Program*
- *School Tours*
- *Shredding Event (semi-annual)*

Service Area Map



Strategic Planning and Goals

The district's last strategic planning session was held on May 6, 2015 and the following objectives were identified:

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

Fund Structure

District financial activities are recorded in three major governmental funds:

General Fund - Operating fund of the district; Used for all financial resources except those required to be accounted for in another fund.

Special Revenue Fund - Accounts for the special tax authorized by Section 53978 of the Government Code and approved by the district's electorate on April 8, 1980.

Capital Project Fund - Used to account for financial resources in the acquisition, construction, or rehabilitation of major capital facilities and inventory.

Budget Schedule

In general, the annual budget schedule is as follows:

Action	When
<i>Strategic Plan</i>	<i>As determined by the BOD</i>
<i>Long-Term Financial Plan (update)</i>	<i>April</i>
<i>Review with Finance Committee</i>	<i>May</i>
<i>Presentation to BOD</i>	<i>June</i>
<i>Approval</i>	<i>June</i>
<i>Adoption</i>	<i>September</i>
<i>Mid-Year Review</i>	<i>February</i>
<i>Monitoring</i>	<i>Ongoing</i>

Fire Protection Contract

Fire protection is provided pursuant to the contract between the Kensington Fire Protection District and the City of El Cerrito, originally signed in 1995 with updates in 2005, 2009, and 2019. The full contract is available here: [Kensington-El Cerrito Fire Services Contract](#)

Financial Plan

The district engaged NHA Advisors in October 2022 for strategic financial planning of the district's operational, capital, and emergency reserves. The final projection for the Public Safety Building Renovation Project, and associated costs, is attached here.

Code/Enabling Act

California Health & Safety Code Section 13800, commonly known as the Bergeson Fire District Law.

Gann Limit

Fiscal Year 2021-2022 Limit	\$5,142,018
Per Capita Personal Income Ratio	1.0755
Population % Change Ratio	0.9959
Fiscal Year 2022-2023 Limit	\$5,507,566

Resources

[KFPD District Policies](#)

[Districts Make the Difference](#)

[California Special Districts Association](#)

KENSINGTON FIRE PROTECTION DISTRICT

FACILITIES FUNDING DISCUSSION UPDATE

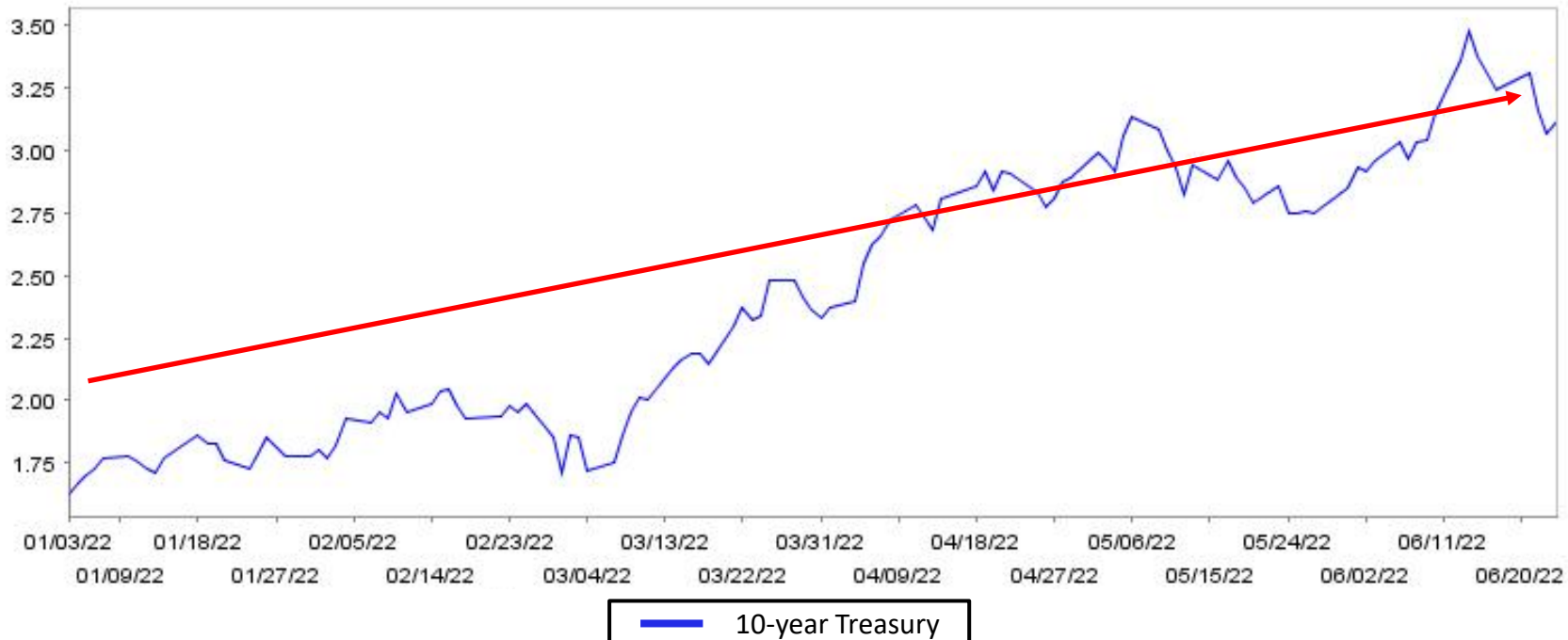


NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

June 29, 2022

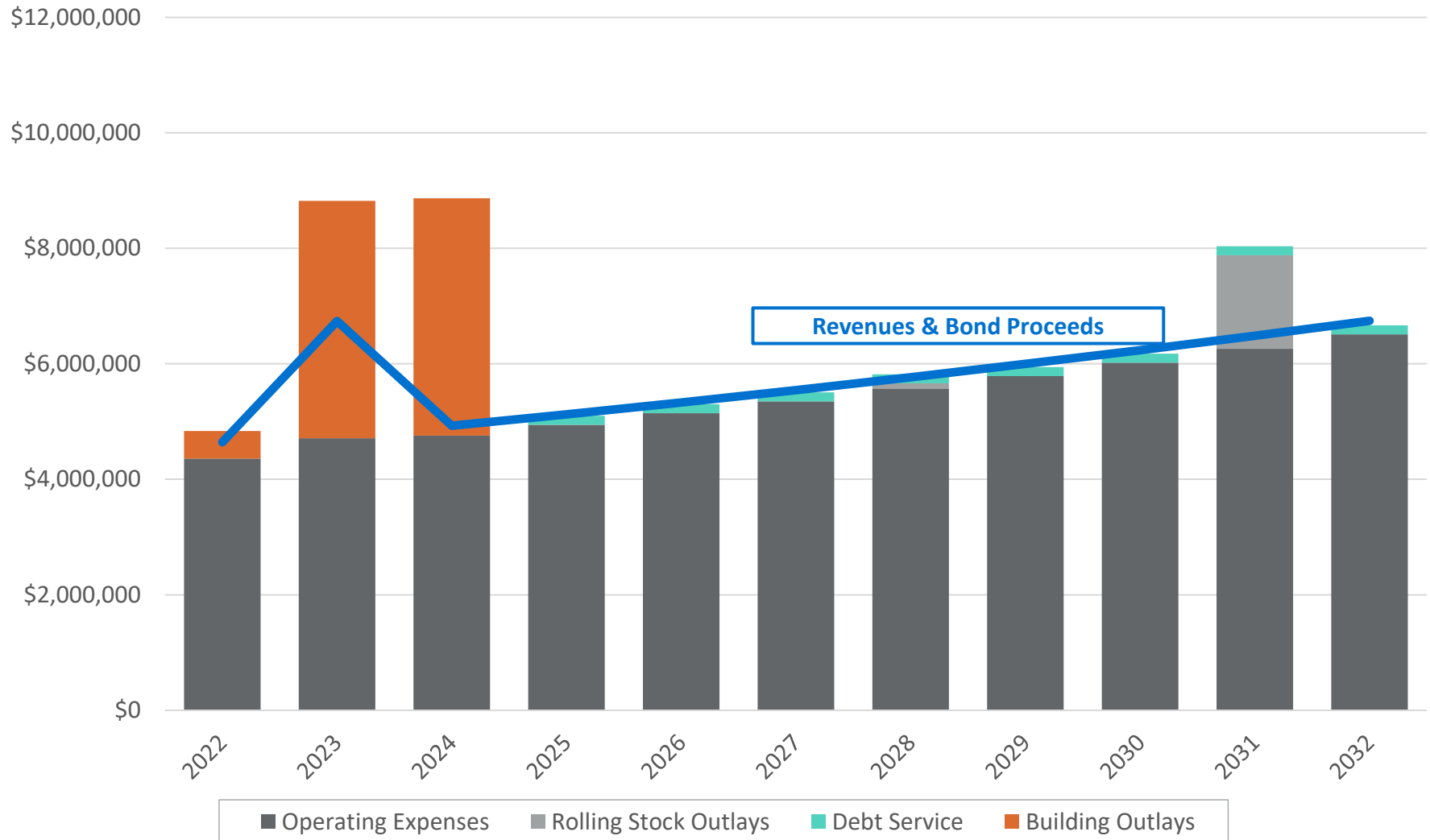
Historical Interest Rates

- ▶ Interest rate volatility persists in 2022
- ▶ It's hard to predict where interest rates may go, but the general trend has been increasing rates
- ▶ The Fed raised its benchmark interest rate by 0.75% to combat rising inflation
 - ▶ Signaled an additional 0.5%-0.75% rate increase in July



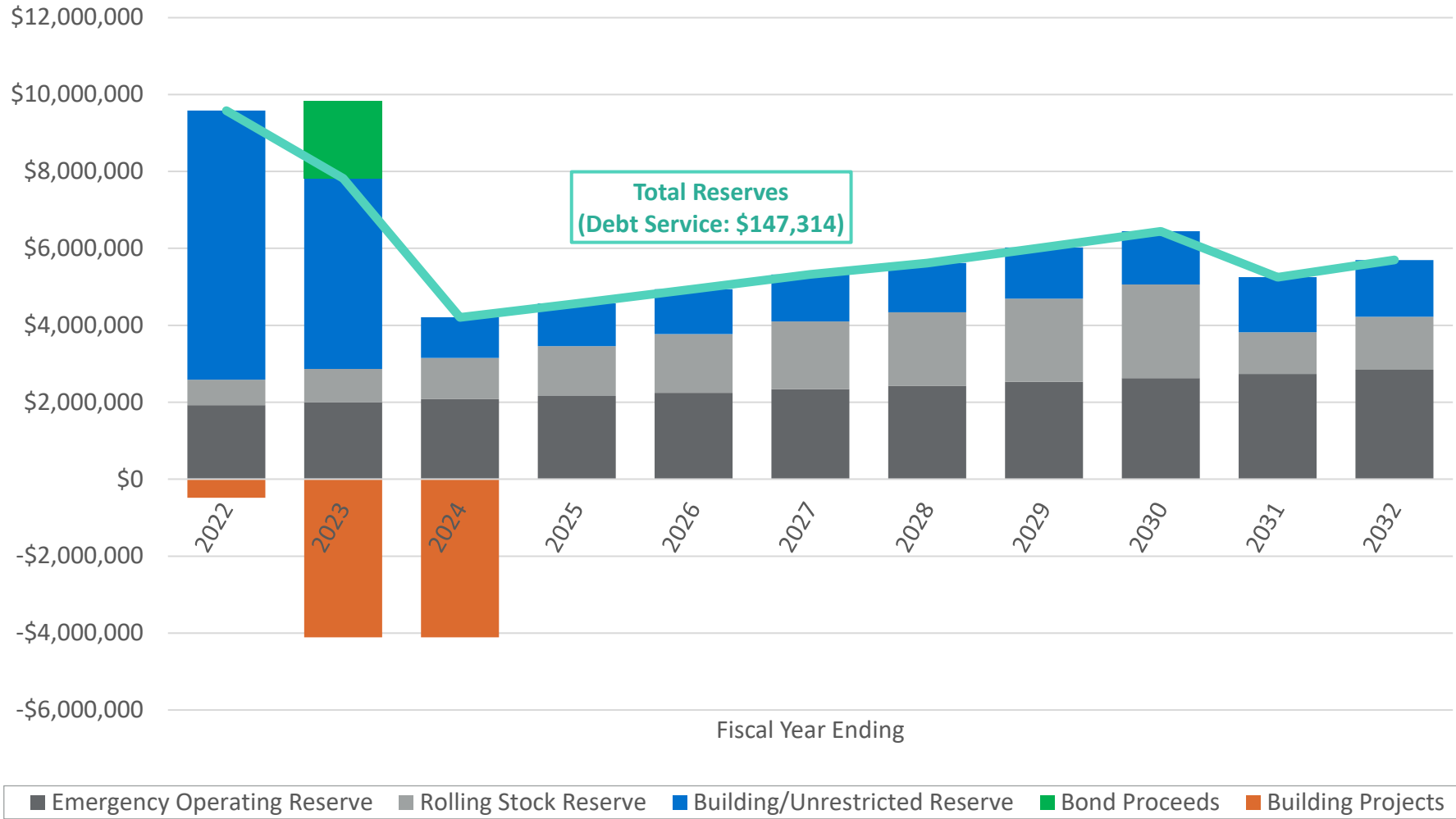
Cash Flows – 4.07% (\$147K Annual Debt Service)

- ▶ Capital One has provided a locked interest rate of 4.07% (25-year term)
- ▶ \$147K of annual debt service generates \$2M for projects
- ▶ Final borrowing amount to be determined after construction bids are received



Reserves – 4.07% (\$147K Annual Debt Service)

- ▶ Annual debt service of \$147K would:
 - ▶ Fund \$2M of building projects



	FY2021 Actual	FY2022 Budget	FY2022 Projected	FY2023 Budget	FY2023 Budget Notes:	% of FY2022
REVENUES						
Property Taxes	4,525,850	4,595,532	4,783,334	4,739,500	See Tax Revenue History Supplement	99.1%
Special Taxes	200,686	200,686	204,418	200,752	See Tax Revenue History Supplement	98.2%
Other Taxes (HOPTR)	24,687	24,000	24,612	24,000		97.5%
Lease Income	36,549	27,450	36,603	3,050	July '22 KPPCSD Rent	8.3%
Investment Income	32,087	30,000	26,500	20,000	Review investment options v. cashflow	75.5%
CERBT Disbursement		80,000	81,190	80,000		98.5%
Other Revenues	84,213	0	388,159	0	Covid State Funding FY2022 Only	0.0%
Grant Revenue	0	0	0	0		
Total Revenues	4,904,072	4,957,668	5,544,815	5,067,302		91.4%
EXPENDITURES (Operations)						
Office Wages & Related						
Regular Wages		160,000	134,968	144,416	7% COLA Placeholder by Finance Committee	107.0%
Longevity Pay		0	0	0	Not Provided by District	
Overtime Wages		0	0	0	Not Provided by District	
Vacation/Holiday/Sick Wages		9,500	21,665	23,182	90hrs Vac + 69hrs Hol + 42hrs Sick	107.0%
Medical/dental ins compensation		12,000	12,000	12,000	Fixed \$1,000 per month	100.0%
Retirement Contribution		0	0	0	Not Provided by District	
Payroll Taxes		14,000	12,434	13,304		107.0%
Workers Compensation/Life Ins		759	759	650		85.7%
Payroll Processing		2,300	1,971	2,500		126.9%
Total Office Wages & Related	185,137	198,559	183,796	196,052		106.7%
Retiree Medical Benefits						
PERS Medical		70,000	54,507	72,500		
Delta Dental		13,500	11,385	14,000		
Vision Care		3,900	3,877	4,100		
CalPERS Settlement	24,044	12,377	18,090	0	Final Payoff Complete	0.0%
Total Retiree Medical Benefits	24,044	99,777	87,858	90,600		103.1%
Outside Professional Services						
Accounting		36,000	37,045	36,000	Negotiated max with Maze	97.2%
Actuarial Valuation		5,600	3,000	5,600		186.7%
Audit		17,500	16,000	16,000		100.0%
Bank Fees		0	37	25		67.6%
Contra Costa County Expenses	34,142	35,000	53,644	38,000		70.8%
EI Cerrito Contract Fee	3,229,643	3,525,860	3,525,860	3,843,483	See EC Fire Contract Proposal	109.0%
EI Cerrito Reconciliation(s)	298,738	191,060	191,050	123,165	See EC Fire Contract Proposal	64.5%
IT Services and Equipment		12,000	723	15,000	System relocation; Hybrid Mtg Equip	2075.5%
Fire Abatement Contract	2,450	5,000	0	5,000	Pending property inspection results	
Fire Engineer Plan Review		3,000	688	3,000	Pending fee schedule to reimburse	436.0%
Risk Management Insurance	64,529	14,420	17,240	19,000		110.2%
LAFCO Fees	4,254	4,254	4,254	5,000		117.5%
Legal Fees		24,000	6,914	20,000	Budget \$1.7K/mo. Avg	289.3%
Professional Fees	168,640	0	0	0		
Operational Consultant		0	0	0		
Recruitment		0	0	0		
Temporary Services		0	0	0		

	FY2021 Actual	FY2022 Budget	FY2022 Projected	FY2023 Budget	FY2023 Budget Notes:	% of FY2022
Water System Improvements		10,000	0	10,000	Chief's Discretion	
Website Development/Maintenance		2,750	3,928	4,500		114.6%
Wildland Vegetation Mgmt	6,500	7,600	4,000	7,600	Chief's Discretion	
Other Outside Professional Services		0	0	0		
Emergency Preparedness Coordinator		100,000	100,000	105,200	Board Approved Proposal	105.2%
Grant Writer/Coordinator		50,000	6,548	50,000	Grant writer + Support consultant	763.7%
Nixle (Everbridge) Fees		3,183	3,183	4,000		125.7%
Long-Term Financial Planner		30,000	30,000	5,000	For plan updates as needed	16.7%
Total Outside Professional Services	3,808,896	4,077,227	4,004,113	4,315,573		107.8%
Community Service Activities						
Public Education (Emergency Prep)	3,100	28,649	17,762	30,000		168.9%
EP Coord Expense Account		1,000	0	1,000		
Comm. Pharmaceutical Drop-Off		470	2,500	2,500		100.0%
CERT Emerg Kits/Sheds/Prep		3,532	0	4,000	Replace expired emergency kits	
Open Houses		1,800	0	1,800		
Community Shredder		4,465	5,608	5,000		89.2%
DFSC Matching Grants	24,000	0	0	0	DFSC not accepting matching grants	
Firesafe Planting Grants		3,000	1,360	25,000	Board approved EPC amount	1838.2%
Demonstration Garden		0	0	0		
Community Sandbags		1,729	1,729	1,900		109.9%
Volunteer Appreciation		0	0	500		
Community Service - Other	30,950	0	450	500		111.2%
Total Community Service Activities	58,050	44,645	29,409	72,200		245.5%
District Activities						
Professional Development		10,000	3,324	10,000		300.9%
Election	4,991	0	0	7,500	CCC to verify	
Firefighter's Apparel & PPE	1,187	2,000	810	2,000	Chief's Discretion	246.8%
Firefighters' Expenses		13,300	9,141	30,000	Chief's Discretion	
Staff Appreciation	1,247	3,000	93	3,000		3208.9%
Memberships	7,853	8,720	7,615	9,000		118.2%
Total District Activities	15,278	37,020	20,983	61,500		293.1%
Office						
Office Expense	7,444	5,000	3,846	5,000		130.0%
Office Supplies		2,000	694	2,000		288.0%
Telephone		7,800	8,720	8,000		91.7%
Office- Other		318	0	500		#DIV/0!
Office - Equipment		64	1,697	0		0.0%
Total Office	7,444	15,182	14,958	15,500		103.6%
Building Maintenance						
Gardening service		5,000	2,275	4,000	To be revised for rental/const costs	175.8%
Building alarm		1,500	1,264	1,500	To be revised for rental/const costs	118.6%
Medical Waste Disposal		7,500	2,141	7,500	To be revised for rental/const costs	350.4%
Janitorial Service		1,400	2,208	2,000	To be revised for rental/const costs	90.6%
Miscellaneous Maint.		25,000	6,592	9,000	Only for costs pre-construction	136.5%
Total Building Maintenance	62,722	40,400	14,480	24,000		165.7%
Building Utilities/Service						
Gas and Electric		12,500	11,852	13,000	To be revised for rental/const costs	109.7%

	FY2021 Actual	FY2022 Budget	FY2022 Projected	FY2023 Budget	FY2023 Budget Notes:	% of FY2022
Water/Sewer		3,000	4,118	4,000	To be revised for rental/const costs	97.1%
Bldg Utilities/Services - Other		0				
Total Building Utilities/Service	0	15,500	15,970	17,000		106.4%
Contingency						
General		25,000	0	25,000		
Contingency - Other	0	0	0	0		
Total Contingency	0	25,000	0	25,000		
Total Expenditures (Operations)	4,161,571	4,553,310	4,371,568	4,817,425		110.2%
REVENUE - EXPENDITURES (Operations)	742,501	404,358	1,173,248	249,877		21.3%

Note: Estimated Capital Expenditures and Fund Balances are listed on the following page.

	FY2021 Actual	FY2022 Budget	FY2022 Projected	FY2023 Budget	FY2023 Budget Notes:	% of FY2022
EXPENDITURES (Capital)						
Capital Outlay (PSB Renovation Soft Costs)	0	484,252	475,359	73,500	50% of remaining Design/Eng/Permits for FY22-23	
Capital Outlay (PSB Renovation Hard Costs)	0	0	0	2,433,333	40% of Bid Award for FY22-23	
Capital Outlay (PSB Renovation Contingency)			0	251,000	10% of FY22-23 PSB Renovation expenses	
Capital Outlay (Temp Facilities Soft Costs)	0	130,000	60,219	65,000	Design/Eng/Permits/Inspections	
Capital Outlay (Temp Facilities Hard Costs)	0	0	0	469,462	Site Work, Mod Inst, Carport, Gates	
Capital Outlay (Temp Facilities Lot Rental)	0	0	0	13,650	Pkg Lot (\$1,300/mo x 10.5 months)	
Capital Outlay (Temp Facilities Modular)	0	0	0	17,109	Modular (\$3,753/mo x 9 months)	
Capital Outlay (Temp Facilities Admin Sublet)	0	0	0	24,386	KPPCSD Sublet (\$2,438.55/mo x 10 months)	
Capital Outlay (Temp Facilities Relocation)	0	0	0	200,000	Moving and associated expenses estimate	
Capital Outlay (Temp Facilities Contingency)	0	0	0	59,000	10% of FY22-23 Temp Facilities expenses	
Capital Outlay (Equip & Furniture)	0	0	0	0	None planned for FY2022-2023	
Capital Outlay (Rolling Stock)	0	0	0	0	None planned for FY2022-2023	
Total Expenditures (Capital)	566,845	614,252	535,578	3,606,440	NOTE: Total financial planning for PSB renovation & temp facilities budgeted \$8.70M over multiple fiscal years.	
EXPENDITURES (Annual Debt Service)	0	0	0	0	Debt Service starts in FY23-24	
EXPENDITURES TOTAL (Ops + CIP + Debt)	4,728,416	5,167,562	4,907,146	8,423,864		171.67%
FUND BALANCE INCREASE OR (DECREASE)	175,656	-209,894	637,670	-3,356,562		
FUND BALANCES (End of Year):	6/30/2021	6/30/2022	6/30/2022	6/30/2023		
CC County Funds:						
General Fund 300700	5,176,904		8,380,109		EOY Balance pending audit	
Fire Special Tax Fund 300900	409,440		8,191		EOY Balance pending audit	
Capital Reserve Fund 303100	3,821,952		1,365,042		EOY Balance pending audit	
CapitalOne Escrow Account			0	2,160,000	Bldg Loan Approved 07/13/2022	
Mechanics Bank Checking Account	109,801		138,072		EOY Balance pending audit	
TOTAL FUND BALANCE	9,518,097		9,891,414		Balances pending County EOY report	
OPEB Balance:						
OPEB Asset	1,459,931		1,425,669		Pending new actuarial report	
OPEB Liability	1,072,175		1,005,564		Pending new actuarial report	
Net OPEB: Liability/(Asset)	(387,756)		(420,105)		Liability more than 100% funded	



RESOLUTION 2022-21

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT ADOPTING THE FINAL COMBINED BUDGET FOR REVENUE, OPERATING EXPENDITURES, AND CAPITAL IMPROVEMENT EXPENDITURES FOR FISCAL YEAR 2022-2023

WHEREAS, the Board of Directors of the Kensington Fire Protection District has developed and adopted by Resolution on June 8, 2022 a preliminary Combined Revenue, Operating Expense and Capital Improvement Budget for Fiscal Year 2022-2023; and

WHEREAS, the Board of Directors of the Kensington Fire Protection District has approved or otherwise established the amount budgeted for the annual fee for services from the City of El Cerrito for Fiscal Year 2022-2023; and

WHEREAS, the preliminary Combined Revenue, Operating Expense and Capital Improvement Budget adopted by the Board of Directors of the Kensington Fire Protection District under Resolution 2022-13 is subject to final adoption by the Board of Directors; and

WHEREAS, in conformance with the laws of the State of California, the Kensington Fire Protection District posted notice of a public meeting on the adoption of the Final Budget for Fiscal Year 2022-2023; and

WHEREAS, the laws of the State of California require the Kensington Fire Protection District to adopt a final budget for the 2022-2023 fiscal year, a copy of which is attached to and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Kensington Fire Protection District hereby adopts the Combined Revenue, Operating Expense and Capital Improvement Budget of the Kensington Fire Protection District for Fiscal Year 2022-2023, a copy of which is attached to and made part of this resolution.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 14th day of September 2022 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry Nagel, President

Janice Kosel, Secretary



RESOLUTION 2022-17

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT ADOPTING A DEBT MANAGEMENT POLICY

WHEREAS, the Board of Directors (the “Board”) of the Kensington Fire Protection District (the “District”) recognizes that cost-effective access to the capital markets depends on prudent management of the District’s debt program; and

WHEREAS, Government Code section 8855(i) requires any issuer of public debt to provide to California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of any debt issue a report of the proposed issuance (the “Report of Proposed Debt Issuance”), and must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies (the “CDIAC Requirements”); and

WHEREAS, the Board wishes to set parameters for issuing debt, managing the debt portfolio and providing guidance to decision makers; and

WHEREAS, the Board finds and determines that adoption of the attached Debt Management Policy (the “Debt Management Policy”) will help ensure that debt is issued and managed prudently in order to maintain sound fiscal policy, and is in compliance with the CDIAC Requirements; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kensington Fire Protection District hereby orders and determines as follows:

Section 1. Recitals. The Board hereby specifically finds and declares that each of the recitals set forth above are true and correct and are hereby incorporated in conjunction with the respective staff report.

Section 2. Approval of the Debt Management Policy. This Board hereby declares that the proposed Debt Management Policy attached hereto, is hereby approved as the Kensington Fire Protection District Debt Management Policy to be effective on the date of approval.

Section 3. Authorization to Manage Debt Issuance Functions. The General Manager, or a designee thereof, is hereby authorized to manage debt issuance functions for the District in accordance with the Debt Management Policy.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing resolution was duly adopted at a regular meeting of the Kensington Fire Protection District on the 14th day of September 2022 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry Nagel, President

Janice Kosel, Secretary

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

POLICY TITLE AND NUMBER: 1190 Debt Management

1190.00 This Debt Management Policy of the Kensington Fire Protection District (the “District”) was approved by the District Board on September 14, 2022. This Debt Management Policy may be amended by the District Board as it deems appropriate from time to time in the prudent management of the debt of the District. Any approval of debt by the District Board that is not consistent with this Debt Management Policy shall constitute a waiver of this Debt Management Policy.

1190.01 Findings:

This Debt Management Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by the District. The District hereby recognizes that a fiscally prudent debt policy is required to:

- Maintain the District’s sound financial position.
- Ensure the District has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the District’s credit-worthiness.
- Ensure that all debt is structured to protect both current and future taxpayers, ratepayers and constituents of the District.
- Ensure that the District’s debt is consistent with the District’s planning goals and objectives and capital improvement program or budget, as applicable.

1190.02 Purposes for Which Debt May Be Issued:

- 1190.03** 1) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the District.
- a) Long-term debt financings are appropriate when the following conditions exist:
- When the project to be financed is necessary to provide basic services.
 - When the project to be financed will provide benefit to constituents over multiple years.
 - When total debt does not constitute an unreasonable burden to the District and its taxpayers and ratepayers.
 - When the debt is used to refinance outstanding debt to produce debt service savings or to realize the benefits of a debt restructuring.

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

- b) Long-term debt financings are not appropriate for current operating expenses and routine maintenance expenses.
- c) The District may use long-term debt financings subject to the following conditions:
 - The project to be financed must be approved by the District Board.
 - The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project.
 - The District estimates that sufficient revenues will be available to service the debt through its maturity.
 - The District determines that the issuance of the debt will comply with the applicable state and federal law.

1190.03 2) Short-term debt. Short-term debt may be issued to provide financing for the District's operational cash flows to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the District may undertake lease-purchase financing for equipment.

1190.04 3) Financings on Behalf of Other Entities. The District may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties to further the public purposes of the District. In such cases, the District shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

1190.05 Types of Debt:

1190.06 The following types of debt are allowable under this Debt Management Policy:

- general obligation bonds
- bond or grant anticipation notes
- tax and revenue anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase transactions
- other revenue bonds (including sales tax revenue bonds) and certificates of participation
- pension obligation bonds
- land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

limited obligation bonds issued under applicable assessment statutes

- tax increment financing to the extent permitted under state law
- conduit financings, such as financings for affordable rental housing and qualified 501c3 organizations

- 1190.07** The District may from time to time find that other forms of debt would be beneficial to further its public purposes and the District Board may approve such debt without an amendment of these Debt Management Policies.
- 1190.08** Debt shall be issued as fixed rate debt unless the District makes a specific determination as to why a variable rate issue would be beneficial to the District in a specific circumstance.
- 1190.09** Relationship of Debt to Capital Improvement Program and Budget:
- 1190.10** New debt issues, and refinancing of existing debt, must be analyzed for compatibility within the District's Ten-Year Capital Improvement Plan.
- 1190.11** The District shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The District shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.
- 1190.12** The District shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.
- 1190.13** Policy Goals Related to Planning Goals and Objectives:
- 1190.14** The District is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The District intends to issue debt for the purposes stated in this Debt Management Policy and to implement policy decisions incorporated in the District's Five-Year Financial Plan and its annual operating budget.
- 1190.14** It is a policy goal of the District to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques to

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

- 1190.15** The District will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.
- 1190.16** When refinancing debt, it shall be the policy goal of the District to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.
- 1190.17** Internal Control Procedures:
- 1190.18** When issuing debt, in addition to complying with the terms of these Debt Management Policies, the District shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.
- 1190.19** The District will periodically review the requirements of and will remain in compliance with the following:
- the District's Disclosure Policies and Procedures,
 - any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
 - the District's investment policies as they relate to the investment of bond proceeds.
- 1190.20** It is the policy of the District to ensure that proceeds of debt are spent only on lawful and intended uses. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the District will submit written requisitions for such proceeds. The District will submit a requisition only after obtaining the signature of the General Manager. In those cases where it is not reasonably possible for the proceeds of debt to be held by a third-party trustee, the General Manager shall retain records of all expenditures of proceeds through the final payment date for the debt.

KENSINGTON FIRE PROTECTION DISTRICT
POLICY MANUAL

1190.21 Debt Limits:

1190.22 The outstanding principal amount of debt described in Section B will not exceed two percent (2%) of the total assessed value of property in the District, and debt service and lease payments incurred for financing purposes that are payable from the District's general fund will not exceed five percent (5%) of operational appropriations.



KENSINGTON FIRE PROTECTION DISTRICT

DATE: September 14, 2022

TO: Board of Directors
Kensington Fire Protection District

RE: **Agenda Item 5e**
Ad-Hoc Committee for KFPD General Manager's Contract Negotiation

SUBMITTED BY: Bill Hansell, General Manager

Recommended Action

Form an ad-hoc committee to negotiate the KFPD GM's Contract.

Background

The KFPD's At-Will Employment Agreement with the General Manager was entered into on November 11, 2020 with a two-year term ending on November 11, 2022. The executed agreement is attached to this report. After a performance review on November 10, 2021, the compensation listed in Section 4.1 was amended with a 3.9% CPI and 5% Merit increase to \$108/hr, based on an estimated 24 hrs/wk.

In order to negotiate a renewal of the contract, it is recommended that the board should form an ad-hoc committee so that terms can be proposed to the full board and approved prior to the end of the existing agreement.

Fiscal Impact

To be determined.

AT-WILL EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of November 11, 2020, by and between the Kensington Fire Protection District (“District” or “Employer”) and William Hansel (“Employee”), subject to the following terms and conditions.

RECITALS

This Agreement is made and entered with respect to the following facts:

- A. Employer is a public agency and fire protection district organized and existing under and pursuant to the Fire Protection District Law (Health & Safety Code, §13800, *et seq.*) .
- B. Employer desires to hire Employee for the position part-time General Manager and to provide compensation on an hourly basis beginning November 11, 2020, subject to the following terms and conditions.
- C. Employer and Employee acknowledge that the current Interim General Manager shall be the Acting General Manager through the end of the current calendar year and that Employee shall assume the authority and responsibility of the District’s chief administrative officer on January 1, 2021 at 12:01 a.m.
- D. Employer and Employee acknowledge that during the period of transition from the commencement date of this Agreement until January 1, 2021 at 12:01am, Employee shall assist the Acting General Manager in the operations of the District in accordance with the following terms and conditions.
- E. Employee desires to accept such at-will employment subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, Employer and Employee agree as follows:

AGREEMENT

1. Employment.

1.1 General Manager. Employer hereby hires Employee as its part-time General Manager effective November __, 2020. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity as General Manager shall serve at the pleasure of the District Board of Directors.

1.2 Transition. From the commencement date of this Agreement and until January 1, 2021 at 12:01 a.m., unless otherwise designated by formal action of the Board of Directors, the Interim General Manager shall be the Acting General Manager of the District. Employee shall hold the title of General Manager during the transition period. However, Employee shall not represent themselves as the chief administrative officer of the District or exercise such authority until the transition period has ended.

2. Term Of Employment. The term of this Agreement shall commence November 11, 2020 and shall continue for two (2) years from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 10.

3. Employee's Duties Scope.

a. Employee shall serve as Employer's part-time General Manager, and shall perform the functions and duties specified in applicable state laws and the District's Policy Manual, Employee Handbook, and Operations Manual, as the same may be amended from time to time.

b. Employee shall perform other legally permissible functions and duties as the District Board of Directors may assign from time to time pursuant to formal action, including assignments given by an individual or committee pursuant to authority delegated by the Board of Directors by formal action.

c. "Formal action" for this purpose shall mean a motion, resolution, or ordinance approved or adopted by the Board of Directors in accordance with its policies.

d. As General Manager, except when the Board of Directors has designated an Acting General Manager by formal action, Employee shall have full power and authority to manage and conduct District business.

e. Employee shall render their best professional services and skills for the benefit of the District. Employee shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards for a professional public agency administrator. Employee agrees to devote sufficient and adequate time, ability, attention, energy, knowledge, and skills to the performance of their duties under this Agreement and, except as provided herein, to remain in the exclusive employ of District during the Term of this Agreement.

3.2 Conflicts. Employee shall not engage in any activity that is or may become a legal conflict of interest or a legally prohibited contract, or that does or may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

3.3 Schedule.

a. While it is anticipated that Employee will normally work an approximately twenty-four- (24-) hour work week, it is expected, due to the nature of the job, that from time to time such hours per week will be exceeded.

b. Additional time beyond the District's normal business hours will be required, including, but not limited to, time in connection with attendance at evening meetings, outside of normal business hours.

c. Employee represents that any current additional activities will not interfere with their duties as General Manager.

d. Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

3.4 Exempt Position. The position of General Manager is exempt under the Fair Labor Standards Act.

3.5 Board Members. No Board Member shall interfere with the execution of Employee's duties, or order, directly or indirectly, Employee to appoint or remove any person to or from any office or employment of the District, except in accordance with applicable District policies. Individual Board Members shall address any District employees and contract services under Employee's management solely through Employee, and no individual Board Member shall give orders to any subordinate of the Employee, either publicly or privately, except as permitted by the Employee.

3.6 Location. Except as stated herein, it is anticipated that the majority of the services provided by Employee under this Agreement will be provided at District facilities.

a. Notwithstanding the foregoing, it is understood by the parties that, at the time of execution of this Agreement, the District does not have suitable office space at its facilities to provide Employee with an office. Until such time the District provides a dedicated facility for the performance of Employee's routine duties, Employee may perform such work remotely. Employee shall be available to meet with members of the Board of Directors, employees, contractors, members of the public, representatives of other agencies, and other individuals having an interest in District business at a District facility on a by-appointment basis.

b. Notwithstanding the foregoing, it is understood by the parties that, at the time of execution of this Agreement, the District conducts certain meetings virtually as a result of the coronavirus pandemic. Employee shall attend and administer all regular and special meetings of the Board of Directors or its committees through the hosted virtual meeting platform. If or when the Board of Directors or its committees hold meetings in person, Employee shall attend and administer such meetings in person.

c. Upon the availability of suitable office space and equipment, Employee shall perform the duties described by this Agreement as specified by formal action of the Board of Directors.

3.7 Conduct. Employee acknowledges that the position of General Manager is a position of high visibility before the public. Employee shall conduct themselves before the public, both during and outside of regular working hours, in a manner that reflects favorably upon Employer.

3.8 Support and Equipment. The District shall, at District expense, supply Employee with sufficient personnel, contractors, and equipment to allow Employee to perform Employee's duties and obligations under this Agreement. All equipment supplied by District to Employee shall be returned to the District upon termination of this Agreement.

a. The District shall, at District's expense, supply Employee with a cellular phone for the purpose of conducting District business.

b. The District shall, at District's expense, supply Employee with a laptop computer for the purpose of conducting District business.

c. Employee shall use such equipment exclusively for District business once received and shall not conduct District business using person cellular phones or computers:

3.9 Reimbursement. Subject to Employer's policies, restrictions, and directions, including submission of receipts or other satisfactory documentation, Employer shall pay or reimburse Employee for actual and necessary expenses reasonably incurred by Employee in the performance of Employee's duties pursuant to this Agreement, including such expenses incurred when traveling on District business. Expenses incurred while commuting to District facilities to carry out employment duties shall not be reimbursed. Employee shall provide her own automobile for use in conducting normal District business. Unless otherwise expressly agreed upon, the District's Employee Handbook, as the same may be amended from time to time, shall govern reimbursement of Employee's business mileage.

4. Compensation. As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following compensation unless and until this Agreement is terminated as hereinafter provided:

4.1 Hourly Pay. Based on a fulltime equivalent ("FTE") annual salary of two hundred five thousand nine hundred twenty dollars and no cents (\$205,920.00) per year, Employee shall be paid at a rate of ninety-nine dollars (\$99.00) per hour¹ for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. Employee shall provide the Finance Committee with a report of hours worked in fifteen-minute increments by way of a twice-monthly timesheet. Report shall include such details as required by formal action of the Board of Directors. Compensation shall be paid twice per month in accordance with District policies or as established by the Board of Directors.

4.2 Deductions. Taxes and other legally required deductions will be deducted from Employee's compensation under this Agreement.

4.3 Workload.

a. It is expected that the position of General Manager will be a sixty-percent full-time equivalent (60% FTE) and that the duties and responsibilities of the General Manager position will require twenty-four (24) hours per week. District recognizes that the duties and responsibilities of the position may require Employee to work additional time during the first three months following the transition described in Section 1.2 and periodically thereafter due to specific events and tasks.

¹ This is calculated based on 2,080 hours per year for a full-time position.

b. During the transition between the current Acting General Manager and incoming General Manager described in Section 1.2, it is understood that Employee will work approximately ten- to -20-percent fulltime equivalent (10-20% FTE), or four (4)- to - eight (8) hours per week for the purpose of assisting the Acting General Manager, attending Board meetings, and for Employee to familiarize themselves with the District's policies, procedures, and operations.

c. Advance permission is hereby given to work up to thirty-two (32) hours per week (80% FTE) during the first thirty (30) days following the transition period described in Section 1.2. After the first thirty days following the transition period and until the six months following the transition period, hours in excess of twenty-eight (28) hours per week (70% FTE) must be approved in writing in advance by the Board President, or as otherwise established by formal action of the Board, and reported to the full Board of Directors within forty-eight (48) hours of such exceedance. Except in the event of an emergency, employee shall have no right to compensation for hours worked in excess of the foregoing limits in this section unless such prior written approval was granted.

4.4 Annual Cost-Of-Living Increase. On the anniversary date of this Agreement, and every year thereafter, the hourly rate in Section 4.1, above, shall be increased in an amount equal to the twelve-month percent change for San Francisco-Oakland-Hayward, California CPI-U for July of the current calendar year.

4.5 Annual Performance Review. On or before the anniversary date of this Agreement, and each year thereafter, the Board of Directors shall conduct a formal performance evaluation of Employee. Board and Employee shall agree to a work plan for Employee for the following year and shall reevaluate the requirements and limitations set forth in Section 4.3, herein, to determine whether such requirements and limitations should be adjusted. At the time of the annual review, if the Board, in its sole discretion, concludes that Employee has performed exemplary service as General Manager, the Board may award a merit bonus or increase to Employee's hourly rate forth in Section 4.1, as may be increased from time to time, of not more than five percent (5%) of Employee's hourly rate prior to any increase pursuant to Section 4.4 for the current calendar year.

4.6 Amendment. Changes to FTE annual base salary or hourly rate, including cost-of-living adjustments and/or merit increases, shall be memorialized by an amendment to this Agreement.

4.7 No Overtime. Employee shall not be entitled to receive payment or credit, and Employer shall not pay or credit Employee, for overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement.

5. Employee Benefits. As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following benefits unless and until this Agreement is terminated as hereinafter provided. Employer shall pay Employee up to one-thousand dollars and no cents (\$1,000.00) per month upon satisfactory proof of coverage and payment for actual costs of health insurance, dental plan, and life insurance policy. If at any time the District offers health, dental, and/or life insurance benefits to employees through an

Employer-sponsored plan, Employee shall be eligible to participate in such plan and will not be entitled to reimbursement.

6. **Vacation Leave.** Upon commencement of employment, Employee shall accrue paid vacation leave at the rate of zero point zero five eight (.058) hours per hour worked up to ninety (90) hours of vacation leave per year. Once the maximum vacation accrual is reached, further accrual shall cease. Accrued and unused vacation time shall carry over to the following year. Accrued but unused vacation leave will be paid in full upon termination of Employee at the current hourly rate. Employee may utilize vacation leave after the first ninety (90) days of employment. Employee may use up to six (6) hours of vacation leave per day.

7. **Sick Leave.** Upon commencement of employment, employee shall accrue sick leave at the rate of one hour per thirty (30) hours worked. Employee may utilize sick leave after the first ninety (90) days of employment. Any unused sick leave days at the time of Employee's termination shall be forfeited and shall not be paid upon termination. Accrued and unused sick leave shall carry over to the following year. Separation from employment with the District shall cause cancellation of any accrued but unused sick leave, except as provided in this section, and no payment other than that provided for in this section shall be made for such accrued but unused sick leave. Employee may use up to six (6) hours of sick leave per day.

8. **Holidays.** District will provide Employee with eleven and a half (11.5) paid holidays annually in accordance with District policies. For the purpose of holiday pay, one "day" shall mean six (6) hours and one "half day" shall mean three (3) hours.

9. **Jury Duty Leave.** In the event Employee is summoned to jury duty, they shall be paid Employee's regular wage for each working day of absence up to six (6) hours up to twenty-four (24) hours per calendar year providing that jury fees, less mileage, are refunded by Employee to the Board. In order to receive payment under this Section, Employee must give Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

10. **No Other Benefits.** Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of District.

11. **At-Will Employment; Termination.** It is specifically understood and agreed that Employee serves at the pleasure of the District Board of Directors. This Agreement and the relationship hereby created may be terminated at any time at the will of District, in its sole discretion, with or without cause, subject to the following:

11.1 **For Cause.** If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on

the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as General Manager, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer, (9) unauthorized or unexcused absence from employment or unauthorized or unexcused failure to perform employment duties for more than forty-eight (48) hours, (10) violation of District policies or procedures, (11) failure to maintain satisfactory working relationships with other employees, agents, or the public, (12) improper use of District funds, and/or (13) other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the District. No Severance Compensation shall result from a termination for cause.

11.2 Incapacity. Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, or Severance Compensation, if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the General Manager duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

11.3 By Employee. Employee may terminate this Agreement and resign their employment at any time, for any reason, upon two (2) months' prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the two-month notice period. Once Employee gives Employer such written notice, Employee shall not have the right to rescind it without an affirmative vote of the majority of Employer's elected directors in office as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, Employer shall have the right to immediately remove Employee from their position as General Manager, or to permit Employee to remain in the position of General Manager for all or any part of the two-month notice period. If Employer elects to immediately remove Employee from their position as General Manager, or to remove Employee from their position as General Manager before the expiration of the two-month notice period, then Employer shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of General Manager for the two-month period. If Employer requests that Employee continue to perform the duties of General Manager during the two-month notice period and Employee fails or refuses to do so, then Employee shall receive no salary or benefits after the last date upon which Employee actually performs the duties required of them as General Manager pursuant to this Agreement.

11.4 Severance. Unless Employee is terminated for cause, Employer shall pay Employee an amount equal to three (3) months of gross pay as severance compensation ("Severance Compensation") in addition to the pay and benefits Employee earns under this Agreement through the effective date of termination. All such gross pay shall be subject to usual state and federal withholding. Said payment of Severance Compensation shall be conditioned upon Employee executing a waiver and release agreement forever releasing and waiving any and all claims against the District in a form acceptable to the District. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee's employment. Employee shall not be entitled to receive any Severance Compensation if Employee resigns their employment with Employer. California Government

Codecs Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 are incorporated by reference as if fully set forth herein.

11.5 Elections. Employee shall not be terminated without cause during the 30-day period preceding or following any District election for membership on the Board of Directors, or during the 90-day period following any change in membership of the Board of Directors.

12. Waiver and Release Concerning Additional Compensation. The Parties understand and agree that the consideration specified in Section 4 and Section 5, above, is the sole compensation to which Employee will be entitled for work performed pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition ("Additional Compensation") to that specified in Section 4 and Section 5, above, concerning Employee's performance as General Manager. Except as may otherwise be required by law, the Additional Compensation waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System ("PERS") concerning work performed for District, and any and all other compensation or benefits that may otherwise be due Employee under District policies.

13. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all rights Employee may otherwise have concerning notice, hearing or other procedural rights ("Procedural Rights") under the District's policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

14. Waiver and Release of Unknown Claims. By signing this Agreement Employee understands and agrees that the waivers and releases specified in Section 11 and Section 12, above, waive, to the maximum extent allowable by law, any and all existing rights and claims against the District arising from the performance of this Agreement concerning Additional Compensation and procedural rights thereof, including those which Employee does not know or suspect to exist in Employee's favor at the time of executing this Agreement which, if known by Employee would have materially affected this Agreement. Employee specifically waives their rights under Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

15. Indemnification for PERS Benefits and Liability. In the event a court of competent jurisdiction or an authorized PERS representative determines Employee to be eligible for enrollment in PERS as an employee of the District, or determines Employee and/or District to be liable for costs, expenses, penalties or other PERS-related liability arising from or related to Employee's performance as General Manager pursuant to this Agreement, Employee shall indemnify, defend and hold District harmless for payment of any employee and/or employer contributions for PERS benefits on behalf of Employee, as well as for the payment of any penalties or interest or other liability concerning such contributions or other PERS-related liability that would otherwise be the responsibility of the District.

16. Employer Property. All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or produces in connection with this Agreement or with Employee's employment by Employer shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in Employee's possession or under Employee's control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee's employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer's building, all passwords and other methods of gaining access to Employer's premises, property, email accounts, data, bank accounts, or information, all credit cards, debit cards, mobile telephones and radios, laptops, portable storage or recording devices, and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 *et seq.* Employer shall be represented by the Board President, District Counsel, or other designee of the Board to effect and complete the surrender of Employer Property from Employee.

16.1 Assignment. This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16.2 Entire Agreement. This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

16.3 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by District and Employee.

16.4 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Indemnification. Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, District shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as General Manager. Said defense shall be provided by District until such time as all legal action on the matter is concluded. Any District funds provided for the legal defense of Employee shall be fully reimbursed in accordance with California Government Code Section 53243.1 if they are convicted of a crime involving an abuse of office or position as defined in California Government Code Section 53243.4.

18. Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California.

19. Headings. The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.

20. Cooperation. Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.

21. Waiver Of Breach. No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

[Continued on next page]

22. **Notices.** Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707
Attention: Board President

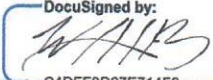
(2) William Hansel
667 Appleberry Drive
San Rafael, CA 94903

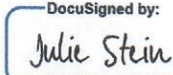
Alternatively, notices required by this Agreement may be personally served in the same manner as applicable to civil judicial process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

DocuSigned by:

C4DFF6D27E714F3...
William Hansell

DocuSigned by:

54705A1DC5474E3...
By: Julie Stein, President

3624485.3



KENSINGTON FIRE PROTECTION DISTRICT

DATE: September 14, 2022

TO: Board of Directors
Kensington Fire Protection District

RE: **Agenda Item 5f**
Sublet of KPPCSD Modular Located at 10940 San Pablo Ave,
El Cerrito CA 94530 for Administration Storage

SUBMITTED BY: Bill Hansell, General Manager

Recommended Action

Approve the lease as proposed.

Background

During the renovation of the Kensington Public Safety Building, the district is in need of secure and accessible storage space for its IT equipment, accounting records, and historical files. On July 26, 2022, the KPPCSD completed an agreement with the City of El Cerrito for a site-lease occupied by a modular building at 10940 San Pablo Avenue. The lease is available on the KPPCSD website at:

<https://www.kppcsd.org/files/521ed9e02/El+Cerrito+license+Ag+fully+exed.pdf>

On August 9, 2022, the KPPCSD assumed the lease of the modular building from Mobile Modular at a cost of \$5,488.80 per month. The KFPD and KPPCSD General Managers previously reported that they had negotiated a proposal for the KPPCSD to sublet some of its space to the KFPD during the PSB construction project. The attached sublease will cover the district's admin storage and allow access to staff as noted above. Based on monthly payments of \$2,438.55 by the KFPD, the modular rent for the KPPCSD will be \$3,050.25/month, equivalent to the current PSB rent paid by the Kensington Police Department.

The construction contract for the PSB renovation restricts the completion time to 18 months. Given the start date in October, it is anticipated that the sublease will be needed until March 2024.

Fiscal Impact

The lease fee for the sublet is \$2,438.55 per month. Over the eighteen-month construction period, the total cost will be \$43,893.90.

STORAGE AGREEMENT

THIS STORAGE AGREEMENT (“Agreement”) is made by and between the Kensington Police Protection & Community Services District (“KPPCSD”) and the Kensington Fire Protection District (“KFPD”), both California special services districts.

WHEREAS, KPPCSD has leased temporary office space located in the City of El Cerrito, which contain more space than required by KPPCSD; and

WHEREAS, KFPD wishes to store property owned or controlled by it at the KPPCSD temporary offices specified in this Agreement.

NOW, THEREFORE, the parties agree:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:
 - (a) “Property” means the items stored by KFPD on the Premises.
 - (b) “Premises” means the building that KPPCSD has leased for its temporary offices are located, at 10940 San Pablo, El Cerrito, California 94530.
 - (c) “Lease” means the lease between KPPCSD and the Landlord governing KPPCSD’s rights to the Temporary offices.
 - (d) “Landlord” means the owner or other person who has the right to lease the temporary offices to KPPCSD.
 - (e) “Storage Fees” means the fees set for in Section 4 of this Agreement
 - (f) “Storage Space” means the portion of the Premises that KPPCSD has designated for storing the Property.
2. Terms of Storage.
 - (a) KFPD’s Property shall be stored in the Storage Space specified. Additional space within the temporary offices may be contiguous or noncontiguous. Items stored will include a computer that operates as the KFPD’s server which will be plugged in and operational on a 24-hour basis.
 - (b) The Storage Fees specified in Section 3 below shall be due on the first day of each month, regardless of the amount the extent to which KFPD is actually using the Storage Space. whether or not all or only a portion of the Storage Space is used to store KFPD’s Property.

- (c) This Agreement may be amended at any time by written agreement of the parties. Unless the parties specify otherwise, any change in size or location of the Storage Space shall be effective on the first day of the month following the month in which the written consent is made.

3. Storage Fees.

KFPD shall pay to KPPCSD the monthly amount of \$2,438.55 (“Storage Fees”), and at the time set forth in Section 8. Any utility use, such as power for the district’s server, is included in the monthly amount.

4. Delivery and Removal of Property.

KFPD may deliver and remove its Property, or any portion thereof, at any time and from time to time during the term of this Agreement.

5. Inspection Rights.

KFPD, its employees, and its authorized representatives may enter the temporary offices at any time during normal business hours to inspect the Property.

6. Representations by KFPD.

KFPD represents and warrants that:

- (a) It is the owner of the Property, or otherwise has the right of control over the Property, including the right to store and use the Property as contemplated by this Agreement.
- (b) No Property or any part of any Property consists of, contains, or incorporates toxic, ignitable, reactive, or corrosive substances, or would otherwise cause harm to KPPCSD’s employees or damage to other property stored on the Premises. Notwithstanding any provision in this Agreement, KFPD shall indemnify, defend and hold KPPCSD its officers, directors, shareholders, agents, parents and subsidiaries harmless from any claims, damages or other costs or liabilities arising from storing any dangerous Property on the Premises. This indemnity includes attorneys’ fees and all other costs of defense arising from such claims, damages or other costs or liabilities

7. Insurance.

At all times during the term of this Agreement, KPPCSD shall maintain comprehensive general liability insurance in an amount no less than one million dollars (\$1,000,000) per occurrence.

8. Term and Termination.

This Agreement shall remain in effect until March 2024, unless the parties agree in writing to extend or shorten the term.

9. Removal of Property Following Termination.

KFPD shall remove all Property from the temporary offices upon termination. In the event that the Property remains on the Premises after the termination date, KPPCSD shall give the KFPD written notice to remove said property within a specified period (“Removal Notice”), which shall be a minimum of ten days. After the end of the specified period, the KPPCSD may dispose of it in any manner determined by KPPCSD General Manager in that person’s sole discretion. KFPD shall be liable for all Labor Fees and Transportation Fees connected with such disposition, as well as any out-of-pocket costs incurred by KPPCSD with respect to such disposition. The Removal Notice shall describe KPPCSD’s intended disposition.

10. Limitation on Liability.

KPPCSD’s liability to KFPD shall be limited to the following:

- (a) KPPCSD shall be liable for any damage to KFPD’s Property caused by KPPCSD or its employees. KPPCSD’s liability shall be limited to the lesser of (i) the reasonable replacement cost of the damaged Property, or (ii) the reasonable cost of repair; provided, however, that KPPCSD shall first have the right, as specified below, to repair the damaged Property at its expense.
- (b) Notwithstanding the foregoing, KPPCSD shall have no liability for any damage, nor any obligation to repair any such damage, unless KFPD gives written notice to KPPCSD within fifteen (15) days after discovery of the damage, and in no event later than thirty (30) days after the Removal Date. Such notice shall identify the Property that was damaged and shall describe the nature of the damage.
- (c) Upon receipt of such notice KPPCSD shall have the right to inspect the damaged Property. Within five (5) business days following such inspection, KPPCSD shall inform KFPD in writing of its election (i) to repair the damage or (ii) to pay KFPD the lesser of the amount specified in subsection (a) above. If KPPCSD fails to give any notice within such time, KPPCSD shall be deemed to have elected not to repair the damaged Property, and KFPD may proceed to either replace or repair the damaged Property.
- (d) KPPCSD shall not be liable for any damage to the Property caused by the acts of others, including actions by the Landlord under any Lease.

11. Indemnification.

Each party shall indemnify and hold the other party and its officers, directors, shareholders, agents, parents and subsidiaries (“Indemnified Parties”) harmless from and against any and all liabilities, claims, damages, or costs of any kind arising out of or caused by the actions or inactions of the Indemnifying Party. Such indemnification shall include reasonably attorneys’ fees incurred by the Indemnified Party in any action or proceeding in which such liability, claim, damage, or cost is asserted, provided the Indemnified Party timely tenders the defense of such action or proceeding to the Indemnifying Party, and the Indemnifying Party fails to timely provide such a defense.

12. Entire Agreement.

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. and supersedes any prior or contemporaneous written or oral agreement with respect to the same.

13. Attorneys’ Fees.

In the event of any action by either party to enforce arbitration, or to obtain injunctive relief, the prevailing party in such action shall be entitled to its reasonable attorneys’ fees and costs.

14. Notice.

Any notice required hereunder shall be deemed satisfactory if hand-delivered or sent by first class mail to the parties at the respective addresses set forth below.

15. No Waiver.

No waiver by either party of any breach by the other shall be deemed a waiver of any subsequent breach.

16. Interpretation and Venue.

The laws of the State of California shall govern this Agreement. The Superior Court of the County of Contra Costa shall be the venue for resolving any dispute between the parties hereof.

AGREED:

KPPCSD:

KFPD:

By:

By:

Print & Title: Anthony Constantouros /
Interim General Manager

Print & Title:

Date: _____

Date: _____

APPROVED AS TO FORM

Counsel for KPPCSD

Counsel for KFPD

September 14, 2022
Agenda Item 05g

DATE: September 14, 2022

TO: Board of Directors Special Meeting
Kensington Fire Protection District

RE: Agenda Item 05g - PSB and Temp Facilities Projects Construction
Update and CM Services Proposals

SUBMITTED BY: Bill Hansell, General Manager

Recommended Action

Review the construction management proposals and instruct the General Manager to work with district counsel to complete and execute the contract for CM services.

Background Info

Construction on the temporary fire station site is well underway and scheduled to be substantially completed by 10/07/2022. Concurrently, the Kensington Police Department's renovations to the 10940 San Pablo Avenue modular are nearly complete and packing has begun at the PSB. Progress photos of both sites are attached. The General Manager and Fire Department staff have inventoried the PSB and are making arrangements for moving and storage services. Staff are working with Nerd Crossing to plan for the move of the district's server to the San Pablo Ave modular, while BC Janes is leading the coordination of the comm system transition. The PSB design team has scheduled a pre-con meeting with the GC, CWS Construction Group Inc, for 09/15/2022. The permit for the PSB Seismic Renovation Project and the construction contract are available on the KFPD website at:

<https://www.kensingtonfire.org/public-safety-building>

The schedule below shows the revised critical dates moving forward:

KENSINGTON PSB SEISMIC RENOVATION SCHEDULE

09/26/2022 = Initialize vacating PSB (Fire and Police Depts)

10/07/2022 = Temp Fire Station Substantial Completion

10/14/2022 = Complete vacating PSB

10/17/2022 = General Contractor Mobilization begins on PSB Site

10/18/2022 = General Contractor begins demolition phase

12/26/2023 = PSB Renovation Construction Complete (Note: The GC's preliminary schedule is 3 months shorter than contract required end date.)

To date, PSB project management has been handled by the General Manager, which made sense given the coordination of financial planning, programming, design, permitting, and board approvals. Construction Management, though, requires more focused time and in order to reduce the GM's hours on the project and provide the board with additional consultant expertise, staff recommends that the district employ a dedicated Construction Manager. For the Temporary Fire Station project, the district has been using the services of **Mack5**, which has

had a long history of serving the district and has been doing a very good job of keeping construction on track. Staff asked **Mack5** to submit a proposal for the PSB project, but also asked two other recommended firms as well, **NancyBuilt** and **Mansoori**. Attached are the three proposals received.

Mack5's proposal is for a lump sum total of \$326,540 based on a monthly fee of \$17,890 during construction and reduced monthly amounts for pre-con and closeout over 19 months. For scope changes, **Mack5** bills hourly at \$250/hr for Principal and \$215/hr for Senior Project Manager.

NancyBuilt's proposal is T&M based on \$225/hr with an allowance of 80 hrs/month (+/-18.5 hrs/wk), or \$18,000. The proposal is for 20 months which totals \$360,000, although a comparison to **Mack5's** assumed timeline would equal \$342,000.

Finally, **Mansoori's** proposal is also T&M based on \$250/hr for Principal and \$180/hr for Project Manager with a low range of \$3,000-\$5,000/mo and a high range of \$5,000-\$8,000/mo. The estimated total using these ranges and a comparable 19-month schedule is \$57,000-\$95,000 at the low end and \$95,000-\$152,000 at the high end. Using an average hourly rate of \$215, this represents a range of 14hrs/mo to 37hrs/mo (+/-3.25hrs/wk to 8.5hrs/wk.) Based on the GM's experience in construction, the CM will likely spend an average of 16hrs/wk during the bulk of construction and tapering down to 8hrs/wk toward the end of the project. Assuming +/-60hrs/mo at **Mansoori's** average rate of \$215/hr, 19 months of equivalent CM services totals \$245,100.

As noted in all the proposals, many factors can affect the construction schedule and therefore the CM cost. Although the construction contract limits the time period to 18 months, the GC's preliminary schedule lists 15 months, so there may be CM savings if that is the case. Also, CM cost is substantially affected by the quality of the GC's process, record-keeping, and project oversight, which can vary greatly from GC to GC and even during the length of construction. The CM services will aid in leveling that variation and enforcing compliance with the project's quality control specifications. Note that the district's financial planning for the project included contingency amounts that anticipated the potential cost of a CM.

Fiscal Impact

Capital Improvement Project expenditure of +/- \$245,100 to \$342,000 for Construction Management Services on the Public Safety Building Seismic Renovation.

Temporary Fire Station Construction Progress Photos – 09/09/2022



10940 San Pablo Ave Modular Construction Progress Photos – 09/07/2022



**Construction Management Proposals
for the
Kensington Public Safety Building
Seismic Renovation Project**

- I. Mack5
- II. NancyBuilt
- III. Mansoori

September 12, 2022

Bill Hansell
 General Manager
 Kensington Fire Protection District
 217 Arlington Avenue
 Kensington, CA 94707

Re: Construction Management Services Fee Proposal - Kensington Public Safety Building Renovation

Dear Mr. Hansell:

Thank you for the opportunity to submit our fee proposal for Construction Management services for the Kensington Public Safety Building Renovation project.

Background

The Kensington Fire Protection District (District) is going to start the construction phase of the project in October 2022. The project Architect is MARJANG Architecture. The District has bid the project and selected CWS Construction to be the General Contractor.

District is anticipating 18 months for the construction phase including closeout.

mack5 has a long history of working with the District, having worked on 2 renovation projects in the station building. We are also assisting the District with the ongoing buildout of the temporary fire station facility.

Scope of Services

Our construction phase scope of services will include:

- Assist with procurement of testing & inspection consultants
- Review project documents including contractor’s contract
- Schedule, attend preconstruction meeting
- Represent District’s interest during construction
- Attend weekly construction meetings
- Review contractor’s construction schedules and look-ahead schedules
- Manage/track construction budgets
- Conduct weekly site visits, monitor work progress on site and contractor’s compliance with site management requirements
- Promptly report material defects in writing to District and design team; notify contractor of non-compliance and resolve issues
- Monitor RFI and submittal process; oversee contractor logs
- Monitor procurement of long lead items
- Coordinate third party testing and inspection, assist with resolving issues (contractor to schedule all inspections directly)
- Review and approve contractor’s progress payment requests
- Review, evaluate and negotiate contractor change orders
- Analyze and recommend action to District on claims (if any)

mack⁵ Services:

Owner’s Representative

Project Management

Construction Management

Cost Management

Cost Planning

mack⁵

Headquarters

1000 Broadway
 Suite 260
 Oakland, CA 94607

Richmond Office

322 Harbour Way
 Suite 16
 Richmond, CA 94801

phone 510.595.3020

fax 510.595.1755

- Coordinate and supervise any work required by consultants outside the construction or design contracts
- Participate in the punch list process, work with design team and contractor to develop a punch list and issue Substantial Completion Letter
- Oversee timely completion of punch list
- Ensure completion and delivery to District of all required close-out documentation including O&M manuals, record drawings, project files and warranties
- Review final payment application and recommend retention release
- Assist with issuing Final Completion Letter
- Set up warranty process

Staffing

Our proposed construction manager, Grace Seferian will be taking the lead for providing our services under this proposal. She will be supported by other mack5 staff including myself as needed throughout construction. Her resume is attached with this proposal.

Fee

For the fee proposal, mack5 is assuming 1 month of preconstruction activities, 16 months for construction and 2 months for closeout.

For 1 month of preconstruction, we would like to propose a fee of \$12,600. For the 16 months of construction, we would like to propose a monthly fee of \$17,890. And for 2 months of closeout, a monthly fee of \$13,850.

Our proposed fee summary is as below:

• Preconstruction, 1 month	\$ 12,600
• Construction, 16 months	\$ 286,240
• Closeout, 2 months	\$ 27,700
Proposed Total Fee:	\$ 326,540

Reimbursable Expenses:

The cost of reproductions, deliveries and travel expenses (for travel outside the San Francisco Bay Area) will be charged at cost plus ten percent (10%). We recommend that the District carry a reimbursable allowance of \$2,500.

Please note that material increases in duration or scope of services for reasons that are outside our control would require additional fees, to be mutually agreed with the District.

We are excited about this opportunity, ready to commence work immediately, and look forward to working with the District again.

Kind regards,



Manil Bajracharya
Principal



education

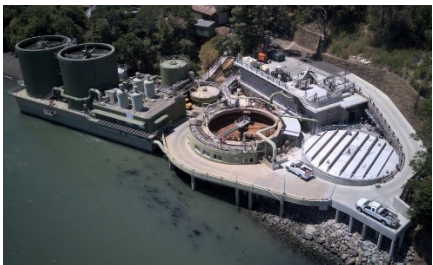
licenses/certifications/accreditations



representative project experience



corte madera town hall



sausalito-marin city sanitary sewer treatment plant

Grace Seferian, P.E.

Construction Manager

- Master of Engineering Management, American University, Beirut, Lebanon
- Bachelor of Engineering, American University, Beirut, Lebanon
- Licensed Professional Civil Engineer (P.E.), #C68317
- Licensed General Contractor #832525
- Project Management Professional (PMP)
- LEED Accredited Professional (LEED® AP)
- Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and Practitioner (QSP)

Ms. Seferian is a Project/Construction Management professional and Professional Mediator with over 25 years of construction experience in both the public and private sectors. She has managed all aspects of multi-million dollar projects, from Programming & Planning, to Design, Bid & Award, to Construction and Closeout, maintaining scope, schedule and budget as well as compliance with applicable state and agency criteria and safety standards. In her capacity as both a CM and mediator, Grace has helped resolve hundreds of construction disputes and potential claims.

The combination of her engineering and construction experience gives Grace a complete and well-balanced understanding of the building process. As an expert in the field of construction, she has a deep understanding of technical terms, engineering and claims analysis principles.

Sausalito-Marin City Sanitary District (CA Health & Safety Code District)

- Treatment and Wet Weather Flow Upgrade, Sausalito CA
Construction management services for major sanitary sewer treatment plant upgrade.

City of Richmond Wastewater Recovery Projects (Richmond CA)

- Wastewater Treatment Plant Critical Improvements
Construction oversight assistance and advisory services.
- Wastewater Treatment Plant Cogeneration
Design-Phase assistance services.
- Wastewater Treatment Plant Sludge Thickening
Design-Phase assistance services.
- Ferry Point Lift Station
Design-Phase assistance services.

Chabot-Las Positas Community College District

- Chabot Community College, Hayward CA
Project management/ construction management services for several on campus upgrade projects.

Los Angeles Unified School District

- Panorama High School, Los Angeles CA
Construction management services for a new high school construction.

Burbank Unified School District

- John Burroughs High School, Burbank CA
Construction management services for reconstruction and modernization of an existing high school.

William S. Hart Union High School District

- West Ranch High School, Stevenson Ranch CA
Construction management services for a new high school construction.

Town of Corte Madera

- Corte Madera Town Hall, Corte Madera CA
Schedule review services for a replacement Town Hall.

2022 Schedule of Fees

Hourly Rates

Principal	\$250.00
Senior Project Managers	\$215.00
Senior Cost Managers	\$195.00
Project and Cost Engineers	\$175.00
Jr. Project and Cost Engineers	\$150.00
Administrative Support	\$ 90.00

Expert Witness Trials and Depositions

Billed at 1.5 times normal billing rate.

Reimbursable Expenses

Billed at 1.1 times cost.

- Expense of reproductions, postage and handling of drawings, specifications and other documents.
- Expense of data processing and photographic production for presentation purposes.

Billing rate increases are 3-4% annually.



September 14, 2022

Bill Hansell
General Manager
[Kensington Fire Protection District](https://www.kensingtonfire.org)
217 Arlington Avenue
Kensington CA 94707
bhansell@kensingtonfire.org
Mobile: 415-378-9064

We are pleased to provide a proposal for Project & Construction Management services on the Kensington Fire Protection District project for the Seismic retrofit of the existing fire station located at 217 Arlington Ave. in Kensington, CA. The work includes 2019 CBC compliance to building systems and accessibility including new interior finishes, new glazing, and roofing, as well as the rebuild of the right hand portion of structure, enclosing the existing 345sf second floor deck.

We understand that the total Budget is ~9 Million dollars and the signed construction contract is \$5,475,000.

Total Duration - Our proposal assumes a total duration of 20 months: 1 month for pre construction and 19 months construction management (eighteen months of actual construction and one month for project close-out). The proposal also assumes that hard construction costs will not exceed \$6 million. A detailed scope is reflected in the Fee Proposal attachment, segmented by Pre-construction and Construction subcategories.

Pre-Construction - Pre-construction scope and requirements tend to vary widely. Therefore we work with owners on an "allowance" basis, against which we bill our actual hours. In this case, we propose an allowance of \$18,000, which represents approximately 80 hours per month for 1 months at an hourly rate of \$225. This also provides you with the benefit of being charged for only the time required on each task.

This Pre-construction fee allowance is based upon what we believe is a reasonable estimate of the time necessary to perform the services that may be required. However due to changes in scope, schedule and/or other requirements, the services required or the time necessary to perform them may vary from the original allowance.

Construction Management - While our experience in pre-construction is that requirements can vary widely, our experience during construction has shown that tasks and scope are fairly predictable. The attached proposal outlines the tasks that we propose to provide for a construction value not-to-exceed \$6 million, on a project running for nineteen months total, a duration that would include eighteen months for construction plus one month for completing all "Close-out" tasks. Provided these parameters and the attached scope do not significantly vary, our fee would be \$18,000 per month, or \$342,000 for the nineteen months. It is possible that the construction duration may exceed the proposed eighteen months. In this case, we propose a fixed fee of \$18,000 for each additional month of construction. We expect reimbursable expenses to be nominal on this job, and will bill actual costs with no markup vs. a set percentage for them.

Email: nancy@nancybuilt.com
1656 18th Ave., San Francisco, CA 94122
Phone: 415.828.5772



Fee Proposal Summary

<p><u>Management Services:</u></p> <p>Pre-Construction Allowance (1months) \$ 18,000</p> <p>Construction Management Allowance (19 months) <u>\$342,000</u></p> <p>TOTAL: \$ 360,000</p>

We truly appreciate the opportunity that you are giving us to propose services for this important, highly visible project. We are confident that throughout, you and your staff will experience the value we provide, both in terms of controlling costs and monitoring progress while we act as your construction specialist, looking out for your interests as we steward the renovation through to completion.

As always, I am available to answer any questions you may have. We have also provided an acceptance below; if you are in agreement, please sign/date below and return to my attention.

Very truly yours,

Nancy Madynski
Principal

To acknowledge acceptance of this Proposal, please sign and date below:

Accepted: _____

Print Name: _____

Title: _____

Date: _____

Email: nancy@nancybuilt.com
1656 18th Ave., San Francisco, CA 94122
Phone: 415.828.5772



PRE-CONSTRUCTION SCOPE

- a. Duration: 1 month
- b. Team Meetings and project startup procedures
- c. Assists District with hiring a firm for Testing/Inspection Services

1. INFORMATION MANAGEMENT

- a. Management and recordkeeping (meeting notes, project files, mgt of intermittent report & studies)
- b. Communication (emails, phone calls)
- b. *Attend Weekly COA meetings*
- c. *Take and distribute weekly meeting minutes.*
- d. *Monitor and review for compliance with process/schedule RFIs, Submittals, etc.*

2. SCHEDULING

- a. Review Project schedule
- b. Meet to discuss and update on project schedule

3. COST MANAGEMENT

- a. Review project budget, including construction, design/planning/management (DPM), equipment, security, etc.
- b. Review monthly Applications for Payment

4. MEETINGS

- a. Team meeting to solidify roles/responsibilities/milestone dates/communication
- b. Attend and represent Owner interests at meetings
- c. Attend and represent Owner interests at any user meetings
- d. Schedule and/or attend impromptu meetings as required
- e. Attend weekly COA meetings
- f. *Take meeting minutes and distribute them to team on a weekly basis.*
- g. *The design team will have primary responsibility to review RFIs, Submittals, etc. Communications will be Cc'd to CM for monitoring and compliance with the process/schedule.*

5. PERMITTING

- a. Monitor Contractors and City's progress toward gaining approvals

6. OTHER SERVICES

- a. Analyze extra work items requested by the architect, contractor or other vendors



CONSTRUCTION MANAGEMENT SCOPE AS NEEDED

1. ONGOING MANAGEMENT

- a. Review RFIs and associated log; assist in resolution when necessary
- b. Review Architect's submittal log and track against contractor's project schedule
- c. Review and make recommendations regarding Change Orders and any Proposed Changes
- d. Management and recordkeeping of project information

2. ONGOING COST MANAGEMENT

- a. Update monthly project financials
- b. Prepare monthly Applications for Payment including review of contractor's monthly pay application
- c. Verify and maintain Certificates of Insurance
- d. Verify lien releases with each Application for Payment

3. CLOSE-OUT

- a. Punch List review and recommendations of project acceptance
- b. Coordination w/contractors in preparation of record drawings
- c. Obtain all warranties, manuals, keys
- d. Consolidation of all project files and documents
- e. Assist with start-up procedures
- f. Assist in verifying and inspecting equipment and its placement in accordance with vendor contract
- g. Approve final release of contractor's retention and final Application for Payment

MANSOORI

Letter of Interest

September 12, 2022

Bill Hansell
Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707

Dear Mr. Hansell,

I appreciate you reaching out to me to discuss the Owner's Representative and Construction Management opportunity for the property located at 217 Arlington Avenue. I understand the project is going to be a gut renovation of an existing firehouse with a minor addition. You also mentioned that the project is currently permitted and scheduled to start construction mid-November which works great for me schedule wise.

As discussed, this type of project is right in my wheelhouse. I have over 20 years of experience in real estate development, construction management, and design and started my own Owner's Representative and Construction Management firm seven years ago to assist clients like yourself on both new construction and renovation projects.

I have direct experience all over the bay area with projects similar in scope. I also have experience with projects requiring board approval and navigating the political aspects of any given project. Lastly, I am well-versed in the complexities of working with the various city jurisdictions, codes, and understand what it takes to be a nimble and successful team player with consultants, contractors, neighbors, and everyone that is involved in making these projects happen.

In short, I think I would be the perfect candidate to step into the Owner's Representative / Construction Manager role with all the amazing work you have done to date. I look forward to the opportunity to take this project to the necessary finish line. Please find my resume attached so you can review my education and work experience. Thank you in advance for your time and consideration. I look forward to hearing back from you regarding next steps.

Sincerely,

Sarah Mansoori

Sarah Mansoori

MANSOORI
720 York Street #227
San Francisco, CA 94110
www.mansooriinc.com

M 415.994.6512
O 415.915.9370

MANSOORI

Letter of Agreement

Client: Bill Hansell, Kensington Fire Protection District

Consultant: Mansoori

Date: September 13, 2022

Project: 217 Arlington Avenue
San Francisco, CA 94131

PROPOSED PROJECT DESCRIPTION:

For the purposes of this Agreement, Kensington Fire Protection District., herein referred to as 'Client'; Mansoori, herein referred to as 'Consultant.'

The Project is understood to be a gut renovation of an existing firehouse with a minor expansion.

PROPOSED SCOPE OF WORK:

Provide Owner's Representation and Construction Management services as needed to implement the Project. Following is a list of services that may be included, but not necessarily limited to:

1. Review of Project documents and identify any gaps in documentation or consultant services that may be needed to complete the Project.
2. Site Utility Coordination and Engagement.
3. MEP Coordination.
4. Budgeting and scheduling as needed including the management thereof.
5. Value Engineering as needed.
6. Review RFI's, Change Orders, and Pay Applications including Consultant invoices as needed.
7. Contractor, Subcontractor, and 3rd Party Consultant recommendations and management as needed.
8. Client meetings and site visits as needed.
9. Meetings with local jurisdictions and building officials as needed.
10. Reporting as requested.

FEE STRUCTURE:

The Consultant's compensation for any of the services listed above and additional services as requested by the Client or as needed to complete the Project will be billed on an hourly basis as follows:

- Principal \$250
- Project Manager \$180

Estimated monthly billings will range as follows depending on the phase and time needed for the project:

- Low Range \$3,000 - \$5,000
- High Range \$5,000 - \$8,000

An initial payment retainer in the amount of \$5,000 dollars shall be paid upon execution of the Agreement and shall be credited toward the final payment.

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The Consultant will submit invoices for payment to the Client on a monthly basis and shall be in proportion to the services performed. Payments are due and payable 30 days from the date of the Consultant's Invoice.

Billing rates will remain constant through December 31, 2022, however the Consultant reserves the right to increase hourly rates by 10% at the beginning of each calendar year thereafter.

REIMBURSABLE EXPENSES:

Reimbursable expenses are in addition to compensation for basic services and include expenses incurred by the Consultant directly related to the Project, plus an administrative fee of ten percent (10%.) Reimbursable expenses include but are not limited to the assumptions and exclusions listed previously, additional services approved by the Client and / or the following:

- Additional consultants hired by the Consultant and approved by the Client that are needed to complete the Project which may include but are not limited to an architect, permit expediter, structural engineer, electrical engineer, mechanical engineer, Title 24 consultant, lighting designer, door hardware consultant, etc., only in instances where the Client elects not to contract with such consultants directly.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
- Any 3-D renderings or custom mock-ups as requested by the Client.
- Tolls and any parking fees.

TERMINATION, SUSPENSION OR ABANDONMENT:

In the event of termination, suspension or abandonment of the project, the Consultant shall be equitable compensated for services performed. Failure of the Client to make payments to the Consultant in accordance with the agreement shall be considered substantial nonperformance and is sufficient cause for the Consultant to either suspend or terminate services. Either the Consultant or Client may terminate this agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this agreement.

MEDIATION:

In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project.

LIMITATION OF LIABILITY:

The Client and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial

Completion of the Work. The Client and Consultant waive all claims and causes of action not commenced in accordance with what is listed above. To the extent damages are covered by first the insurance set forth below, and second, by insurance held by the Client for the Property, the Client and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth below. The Client or the Consultant, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

INSURANCE: The Consultant shall maintain the following insurance:

Professional liability insurance in the amount of \$1,000,000 per claim and aggregate with a deductible not to exceed \$10,000, with a retroactive date that predates the date of this Agreement.

Commercial general liability insurance in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including liability coverage and business papers coverage, and naming Client as additional insured.

Automobile liability insurance in the amount of \$1,000,000 combined single limit, covering all owner, hired and non-owned vehicles.

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DURATION OF PROPOSAL:

This proposal shall remain valid for 30 days after the date of submission. If the proposal is not signed and returned to the Consultant within that time, the Consultant reserves the right to revise the terms and conditions of the proposal.

CLIENT

CONSULTANT

(Signature and date)

(Signature and date)

Name: Bill Hansell
Kensington Fire Protection District

Sarah Mansoori
Mansoori

MANSOORI

Resume – Sarah Mansoori

Summary of Qualifications

- Dynamic, detail-oriented construction manager with over 20 years of experience in real estate development, construction management and design.
- Project types include ground up new construction as well as renovation primarily in both residential and commercial sectors.
- Typical project construction budgets range anywhere from \$16M - \$200M+

Related Skills:

- Feasibility Studies / Due Diligence Reports / Cost Reporting / Proforma Projections
- Consultant Selection and Project Coordination Including All Project Related Consultants & Services
- Project Planning from Inception to Completion of Project Development
- Manage Project Related Personnel for Optimum Project & Personnel Performance
- Permit Expediting and Entitlement Procurement
- Estimating, Preconstruction, Budgeting, Bidding, and Value Engineering
- Scheduling, Space Planning and MEPS Coordination
- Building Certification Management Including LEED / PHIUS / LBC / WELL
- Establish & Implement Brand Standards for Design & Construction
- Support Capital Partner Relationships
- CAD, Microsoft Project, Timberline, Prolog, Procure, Excel, Power Point, Photoshop, InDesign

Education:

Dec. 1999

Cornish College of the Arts, Seattle, WA
Interior Design, B.A.

Employment:

2016-Present

Mansoori Inc., San Francisco, CA www.mansooriinc.com
Principal / Owner's Representative

- Established independent Owner's Rep. consulting company providing construction management and design services as needed for residential and commercial projects.

2011- 2016

Troon Pacific Inc., San Francisco, CA www.troonresidential.com
Director of Construction / Owner's Representative

- Develop project redevelopment plans including entitlements and manage design, construction and budgets for the underwriting, acquisition and development of multiple luxury high performance single and multi-family projects. Construction budgets per project ranged from \$10M - \$40M; managing a total of up to \$200M at any one time.

2010- 2011

Commodore Construction Corp., Mt. Vernon, NY www.commodoreconstruction.com
Project & Development Manager

- Manage the design, development and fit out of a newly acquired 53,000 SF office building
- Draft RFP's to hire and manage all consultants associated with the development, design, and project build out
- Develop and manage project budget, financial reports, schedule, and general status documentation
- Develop marketing budget and plan to hire and manage graphic design and branding team

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- 2008-2009 **Sand Hill Property**, San Mateo, CA www.shpco.com
Construction Manager / Owner's Representative, Redevelopment of Downtown Sunnyvale, CA
- Management of design, entitlement, bidding and construction for an 8 city block \$500+million mixed use project including residential, office, retail, and hotel podium buildings with below grade and independent on grade parking structures including utility infrastructure
 - Responsible primarily for three residential buildings totaling 90 units and a hotel with 150 rooms.
- 2005-2008 **Webcor Builders**, San Francisco, CA www.webcor.com
Project Manager, InterContinental Hotel, San Francisco, CA
- Management of \$150 million high-rise hotel project from breaking ground through punch-list, TCO, FF&E installation, and project closeout / turnover
 - Manage subcontractors, architects, designers, and owners
 - Contract writing, prepare monthly funding request, estimate cost projections, issue and negotiate change orders
 - Coordinate with city departments as required for permits and inspections
 - Track and revise schedule to maintain project schedule and document delays
- 2004-2005 **McCartan**, San Francisco, CA www.mccartan.com
Senior Designer / Project Manager
Projects – Boutique hospitality including hotels, bars, and restaurants as well as multi-family buildings
- 2001-2004 **NB Design Group**, Seattle, WA www.nbdesigngroup.net
Interior Designer
Projects – Residential, hospitality, libraries, and office buildings
- 1998-2001 **Callison**, Seattle, WA www.callison.com
Interior Designer
Projects – Hospitality including Raffles Hotel Singapore, and Mariott Hotel Whistler

References on Request



KENSINGTON FIRE PROTECTION DISTRICT

DATE: September 14, 2022

TO: Board of Directors
Kensington Fire Protection District

RE: Agenda Item 5h – Public Forum or Outreach on the Minimum Space Requirements of the Fire Department

SUBMITTED BY: Bill Hansell, General Manager

Recommended Action

Provide the General Manager with direction on the scope, format, and goals of a proposed joint public meeting.

Background

A co-occupancy concept for the PSB was recently proposed but developed without any input from the Fire and Police Chiefs. The concept is similar to many prior plans that were rejected due to the lack of required space for both the fire and police departments. Such revisions to the current approved construction project would have substantial financial impacts on the district while not providing the space needed for current and future services. In order to inform the public why this and other co-occupancy schemes will not work, the board will review and discuss the fire department's minimum space requirements and determine if a public forum, direct-mail, or other outreach is needed. If necessary, determine the schedule, scope, format, and goals of the forum, publications, or outreach.

Reference material is attached to this report to show the extensive consultant studies and reviews by Fire and Police staff confirming that co-occupancy plans for the PSB will not work. These materials have been presented and discussed in numerous public meetings since 2016, and the problems with the existing PSB, i.e. structural issues, space needs, code compliance, etc, go back to the 1997 needs assessment by the Fire and Police Chiefs. Solutions to finally address those problems are now underway with the current renovation project as approved.

- 06/06/2017 Attachment A = Space Requirements Study by RDC Architects:
"Existing PSB Net Area (Fire and Police) = 5,948sf; Optimal Net Area = 12,118sf"
- 09/11/2019 Attachment B = Space Requirements Study by RDC Architects:
"Standards and Practice Codes showing non-compliance"
- 11/16/2019 Attachment C = Public Forum with RDC Architects:
"A ten-pound problem in a five-pound bag"
- 01/13/2021 Attachment D = Joint Status Report on PSB Renovation by Fire and Police Staff:
"Both Chief Pighoni and Chief Schuld have prepared written comments reflecting the difficulties in developing a conceptual design that meets the facility requirements of both departments. These comments are attached to this report."

- 03/11/2021 Attachment E = Preliminary Needs Assessment & Financial Analysis:
- *PS Building constructed in 1970.*
 - *Remodeled in 1999.*
 - *Since KPD's establishment in 1946, there has been substantial increase in staffing.*
 - *1946 – 2 Police Officers,*
 - *1957-'99 – 5 Police Officers, and*
 - *2000 to present – 6 to 10 Police Officers.*
 - *There are many more regulatory and reporting demands of law enforcement than when KPD was first established.*
 - *Although staffing and regulatory conditions have increased over the years, there has been no significant expansion of workspace.*
 - *Department of Justice Non-Compliance.*
 - *Lack of space for confidential work.*
 - *Currently, there is no owned or leased space for the Administrative staff. With one exception, everyone is working remotely or in temporary spaces.*
 - *Lack of sufficient and confidential physical storage, filing and archiving space.*
 - *Existing working conditions reduce efficient use of staff time (e.g., confidential matters must be postponed due to lack of confidential work area).*
 - *In the United States, it is uncommon for Fire and Police to be co-located in the same facility. For example, out of approximately 18,000 police departments in the United States, less than 150 have consolidated services under one roof.*
- 03/25/2021 Attachment F = Joint Special Mtg on the Future Location of Fire and Police Departments:
- *1996: KFPD requests Needs Assessment, noting 'The PSB may not be able to be renovated on the present site due to space limitations. Accommodations for the ADA and the functional needs of the police and fire departments may not be able to be met on such a small site.'*
 - *2019: RDC presents a summary of thirteen schemes studied to date. RDC's presentation details all the areas of both the Fire Department and the Police Department which are deficient and do not meet standards and practice codes for contemporary levels of service. Based on solving both the seismic vulnerability and the inadequate facilities for both departments, RDC recommends renovating the PSB for use by the Fire Department and finding safe and appropriate space for the Police Department elsewhere.*
- 04/08/2021 Attachment G = Potential Impact of Future Renovation on Kensington Police Department:
- *No Office Space for the Police Services Assistant.*
 - *No office space for the Traffic Safety Officer.*
 - *No office space for two Sergeants.*
 - *No office space for a Detective.*
 - *No evidence Room or temporary storage lockers for evidence.*

- 04/14/2021 Attachment H = PSB Renovation Recommendation approved on 04/14/2021:
Goal of Recommendations: A Solution for both Fire and Police Departments that solves seismic safety, building code requirements, standards of practice deficiencies, and future space needs in a financially responsible manner.
Recommendation 4c is based upon the following:
- A seismically vulnerable PSB is not acceptable.*
 - Accessibility compliance is required and has been confirmed.*
 - Both departments do not fit in a renovated Public Safety Building, re: January and March meetings and prior analysis. Joint occupancy is not required nor typical.*
 - A larger, new building option has been rejected.*
 - Expansion on-site is not allowed.*
 - ADDITIONAL SPACE IS AVAILABLE NEARBY.*
 - Design/Engineering/Permitting/Bidding requires +/-12 months = Time Prior to Move*
- Recommendation 4d allows for:*
- Proposing rental options to accommodate the Police Department with the support of the KFPD.*
 - Negotiating on KFPD leasing, sub-leasing, for both short-term or long-term space required by KFPD and/or KPPCSD to benefit the whole community.*
- 02/09/2022 Attachment I = Letter on Space Requirement with PSB Construction Documents Net Area Calcs:
“Fire Dept Space Needs from 09/11/2019 KFPD board mtg & 11/16/2019 public mtg:
Optimal (Net Use + Circulation, Mech) = +/-8,000sf
Reduced (Net Use + Circulation, Mech) = +/-6,500sf
Note: Even with Fire Dept-Only occupancy, the Gross Building Area at 6,133sf is 367sf smaller than the "Reduced" recommendation and 1,867sf smaller than the "Optimal" recommendation.”
- Various Attachment J = Design Studies - Options B thru G attempting to combine the Fire and Police Departments in the Renovated PSB:
GM Note: These options were thoroughly discussed and rejected due to non-compliance with space and code needs as referenced in the above documents. Existing conditions that have existed for 50 years while service and code requirements increased does not mean that “those conditions have always worked.” It means those conditions have become more and more deficient. A major capital investment should not result in perpetuating those deficiencies, but accommodating current and future needs.

06/06/2017

Attachment A

Space Requirements Study by RDC Architects:

“Existing PSB Net Area (Fire and Police) = 5,948sf; Optimal Net Area = 12,118sf”

NOTE: Excerpt from 06/06/2017 Report:

Public Safety Building
Preliminary Space Requirements (PSR)
December 12, 2016
RossDrulisCusenbery Architecture, Inc.

Department	Existing Staff	NSF	Optimal Staff	NSF
Fire Department	3	3,202	5	5,955
Police Department	5	1,269	8	2,488
Shared Support		892		500
Building Support		585		990
Total Personnel/NSF	8	5,948	13	9,933
Building Spaces/Circulation		22%		2,185
Total Building Gross SF (BGSF)		5,948		12,118

Parking Requirements	Existing	Optimal
Personal Vehicles	2	7
Department Vehicles	7	7
Visitor Vehicles	0	2
Total Parking	9	16

Preliminary Space Requirements

RossDrulisCusenbery Architecture, Inc.
Kensington Fire Station

100 FIRE DEPARTMENT			Existing				Reduced Program				Optimal Program				Remarks	
Ref. #	Plan Ref. #	Type	Existing NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF		
		Personnel														
		Offices														
101		Captain's Office	PO	0	1	0	100	1	1	100	100	1	1	100	Adjacent to sleeping Room. Existing: Included in sleep room	
102	216B	Business Manager Office	PO	92	1	1	92	100	1	1	100	100	1	1	100	At Lobby, Watch Office
103	216C	Paramedic EMT Office	PO	63	1	1	63	100	1	1	100			1	0	
		Subtotal			3	155			3	300			3	200		
		Subtotal Private Office				155				300				200		
		Workstations														
104		Firefighter	WS	0			0	0	1	0	0		1	0	Included in Watch Office area. New workstation	
105		Engineer	WS	0			0	0	1	0			1	0	Included in Watch Office area	
		Subtotal			0	0			2	0			2	0		
		Subtotal Workstations				0				0				0		
		Total Personnel Spaces			3				5				5			
		Departmental Spaces														
106		Lobby - F.D.					0	60	1		60	60	1	60	May be combined with Ref. #208	
		General Department Area														
107		Watch Office Area		0			0	150	1		150	200	1	200	w/Firefighter and Engineer workstations	
108		Radio Response/Map Alcove		0			0	40	1		40	20	1	20	Existing: In Day Room. Adjacent to App. Bay	
109		Training Storage		0			0	80	1		80	80	1	80		
110		Training/Community Room					0	240	1		240	400	1	400	Adjacent to Public Lobby	
		Living Area														
111	214C	Day Room		305	1		305	250	1		250	275	1	275		
112	215	Kitchen		201	1		201	250	1		250	275	1	275		
113	214B	Dining		191	1		191	200	1		200	250	1	250	Seating at Table for 6	
114	210	Dorm A, Captain		214	1		214	170	1		170	175	1	175	Existing combines sleep and work areas. Renovation: 2 bed, New: 3 bed	
115	209	Dorm B, Firefighters		180	1		180	170	1		170	175	1	175	Renovation: 2 bed, New: 3 Bed	
116	206	Dorm C, Firefighters		95	1		95	170	1		170	175	1	175	Renovation: 2 bed, New: 3 Bed	
117	208	Bathroom A		50	1		50	105	1		105	105	1	105	At hallway for Firefighter early arrival	
118	207	Bathroom B		66	1		66	105	1		105	70	3	210	For new, one attached to each dorm room.	

100 FIRE DEPARTMENT			Existing				Reduced Program				Optimal Program				Remarks
Ref. #	Plan Ref. #	Type	Existing NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	
119	218	Laundry	83	1		83	100	1		100	100	1		100	
120	211	Storage	10	1		10	100	1		100	100	1		100	
121	219	Radio Room / RACES	62	1	WS	62	48	1		48	65	1		65	
122	205	Hall	111	1		111	0			0	0			0	
123		Staff Restroom				0	88	1		88				0	
		Apparatus Area													
124	114	Apparatus Bay	484	3		1452	800	3		2400	864	3		2592	
														Bay Size Renovation = 16' x 50' Bay Size New = 18' x 48' Recommended width for apparatus bay is 18 feet, reduced to 16 feet wide due to restricted site size Engine 65: 115" tall and 29' long Engine 365: 115" tall and 29' long	
125		Turn out Alcove or Room	0			0	180	1		180	125	1		125	
126		EMS Clean up Alcove	0			0	20	1		20	25	1		25	
127		EMS Supply Storage	0			0	80	1		80	25	1		25	
128		App Bay Refrigeration Alcove	0			0	0			0				0	
129		Workshop Area	0			0	100	1		100	125	1		125	
130		Workshop Area	0			0	100	1		100				0	
131		Cascade Room	0			0	0			0	90	1		90	
132		Hose Storage	0			0	100	1		100	25	1		25	
133	113	Air Compressor	21	1		21	40	1		40	35	1		35	
134	114a	Mop Sink Closet	6	1		6	6	1		6				0	
135		App Bay Generator Storage				0	0			0				0	
136		Fire Pole				0	48	1		48	48	1		48	
		Subtotal				3047				5400				5755	
		Subtotal Departmental Spaces				3047				5400				5755	
		Total NSF			3	3202			5	5700			5	5955	
		Parking Requirements													
		Personal Vehicles		2				4				6			
														An additional 2 for FD park against the north end of the lot	
		Department Vehicles		1				1				1		Chief/Battalion Chief or staff - either a large SUV or a pick-up truck	
		Total Parking		3				5				7			

100 FIRE DEPARTMENT			Existing				Reduced Program				Optimal Program				Remarks
Ref. #	Plan Ref. #	Type	Existing NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	
		Site Requirements													Fire Department: Indicate need for exterior training and staging areas.
		Storage Shed		1											
		Outdoor BBQ Area	301	1		301	300	1		300					Existing on deck, okay as alt.
		Training													Discuss. Dual purpose w/parking
		Vehicles Staging / Apron					560	3		1680	630	3		1890	Discuss
		Total Site Requirements								1980				1890	

Preliminary Space Requirements

RossDrulisCusenbery Architecture, Inc.
Kensington Fire Station

200 POLICE DEPARTMENT				Existing				Reduced Program				Optimal Program				Remarks
Ref. #	Rm #		Type	Existing NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	
		Personnel														
		Offices														
201	102	Police Chief Office	PO	119	1	1	119	160	1	1	160	125	1	1	125	
202		Detective	PO				0	100	1	1	100	100	1	1	100	Existing shared with Police Aid. Locate with Police Aid
203	103	Supervisor 1 Office	PO	92	1	1	92	100	1	1	100	100	1	1	100	Discuss: Single Shared Office?
204	108	Supervisor 2 Office	PO	73	1	1	73	100	1	1	100	100	1	1	100	
		Subtotal				3	284			4	460			4	425	
		Subtotal Private Office					284				460				425	
		Workstations														
205	101	Clerical / Reception	WS	59	1	1	59	80	1	1	80	80	1	1	80	Adjacent to Public Lobby. Provide security glazing. Access to Staff Restroom
206	109	Police Aid	WS	75	1	1	75	64	1	1	64	64	1	1	64	Existing shared with Detective, Near Property & Evidence Locate with Ref. #202, Detective
207		Officer Workstation	WS				0	36	1	1	36			2	0	Verify: May be redundant to "Report Writing"
		Subtotal				2	134			3	180			4	144	
		Subtotal Workstations					134				180				144	
		Total Personnel Spaces				5				7				8		
		Departmental Spaces														
208	101A	Lobby - P.D.		47	1		47	60	1		60	60	1		60	May be combined with Ref. #106 w/restroom. Adj to Ref. #205, Clerical/Reception
209		Interview Rooms		0			0	100	1		100	100	1		100	Discuss: Number of Secure Interview Rooms
210		Conference / Briefing		0			0	240	1		240	200	1		200	
211		Juvenile Interview Room					0	100	1		100				0	
212		Witness Interview Room					0	100	1		100				0	Adjacent to Lobby / Reception
213	201	Lockers / Dressing Men / Shower		66	1		66	150	1		150	200	1		200	Includes shower
214	204	Lockers/Dressing Women / Shower		51	1		51	100	1		100	100	1		100	Includes shower
215	106	Copy / File Storage		101	1		101	100	1		100	100	1		100	
216		Reception Active Files					0	36	1		36	25	1		25	
217	107	Storage		44	1		44	100	1		100	100	1		100	
218		Evidence Processing		0			0	75	1		75	75	1		75	Bag & Tag adjacent to Ref. #219, Transfer Lockers
219		Transfer Lockers		0			0	64	1		64	64	1		64	Adjacent to Ref. #218, Evidence Processing

Preliminary Space Requirements

RossDrulisCusenbery Architecture, Inc.
Kensington Fire Station

400 BUILDING SUPPORT			Existing				Reduced Program				Optimal Program				Remarks
Ref. #	Rm #	Type	Existing NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	Rec NSF	Unit	Staff	Total NSF	
		Personnel													
		Offices													
		Subtotal				0		0		0		0		0	
		Subtotal Private Office				0				0				0	
		Workstations													
		Subtotal			0	0			0	0			0	0	
		Subtotal Workstations				0				0				0	
		Total Personnel Spaces			0				0				0		
		Departmental Spaces													
401	212	Janitor	11	1		11	40	1		40	40	1		40	
402	213	Mechanical	71	1		71	150	1		150	150	1		150	
404		Electrical	0			0	80	1		80	80	1		80	
405		Communications/IT Room	0			0	80	1		80	80	1		80	
406		Stairs	200	1		200	220	2		440	220	2		440	Accurately charge -needs - not enough
407		Water Heater	0			0	20	1		20	20	1		20	Accurately assess needs - not enough
408		Elevator	0			0	100	1		100	100	1		100	
409		Elevator Equipment Room	0			0	80	1		80	80	1		80	
410	101B	Hallway Level 1	169	1		169				0				0	
411	205A	Hallway Level 2	72	1		72				0				0	
		Subtotal				585				990				990	
		Subtotal Departmental Spaces				585				990				990	
		Total NSF			0	585			0	990			0	990	
		Parking Requirements													
		Total Parking			0				0				0		
		Site Requirements													
		Yard Storage					80	1		80	80	1		80	
		Emergency Generator	62	1		62	80	1		80	80	1		80	
		Total Site Requirements				62				160				160	

09/11/2019

Attachment B

Space Requirements Study by RDC Architects:

“Standards and Practice Codes showing non-compliance”

An aerial photograph of a densely populated residential area, likely Kensington, showing a mix of green spaces, trees, and buildings. A large, irregularly shaped pond is visible on the right side of the image. The text is overlaid on the center of the image.

kensington public safety building

- board of directors meeting

september 11, 2019

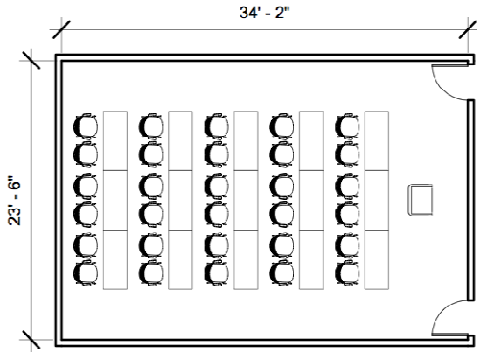
paths to correct the situation

- seismic retrofit only (no operational improvements)
- remodel and expand
- tear down and start again
- find new site

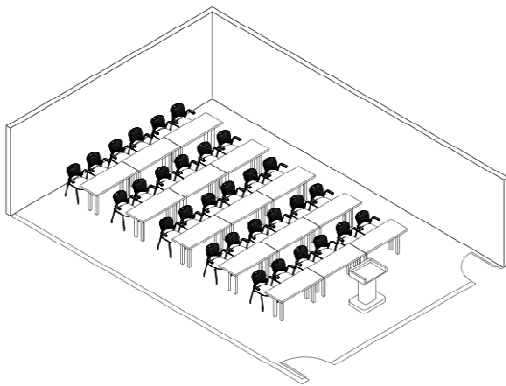
13 schemes studied

0	Retrofit	"Seismic Retrofit"
A	Renovation	"Incremental Expansions"
B	Renovation	"1 Story Excavation"
C	Rebuild	"2 Story Excavation"
D	Rebuild	"Mezzanine"
E	Rebuild	"Mezzanine w/ Lot"
F	Rebuild	
G	Rebuild	"Reversed"
AA	New	"Stacked Departments"
BB	New	"Side by Side Departments"
CC	New	"New Mezzanine"
DD	New	"Operational Ground Floor"
FF	New	"Nested in Topography"

standards & practice codes



1 FLOOR PLAN
3/32" = 1'-0"



2 PERSPECTIVE

RossDrulisCusenbery
ARCHITECTURE

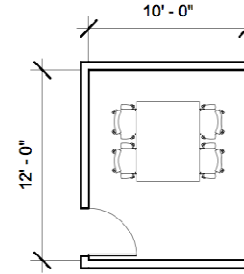
Project Number: 2012130

Date: October 29, 2012

Scale: 3/32" = 1'-0"

Drawn by: Author

ASSEMBLY
(BRIEFING)/TRAINING
ROOM 803 SF



1 FLOOR PLAN
1/8" = 1'-0"



2 PERSPECTIVE

RossDrulisCusenbery
ARCHITECTURE

Project Number: 2012130

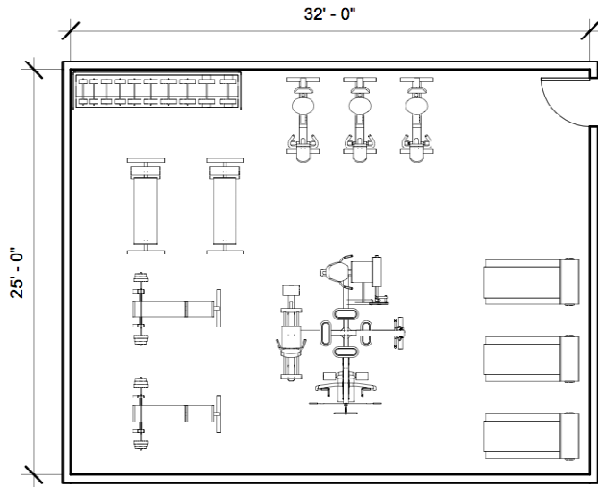
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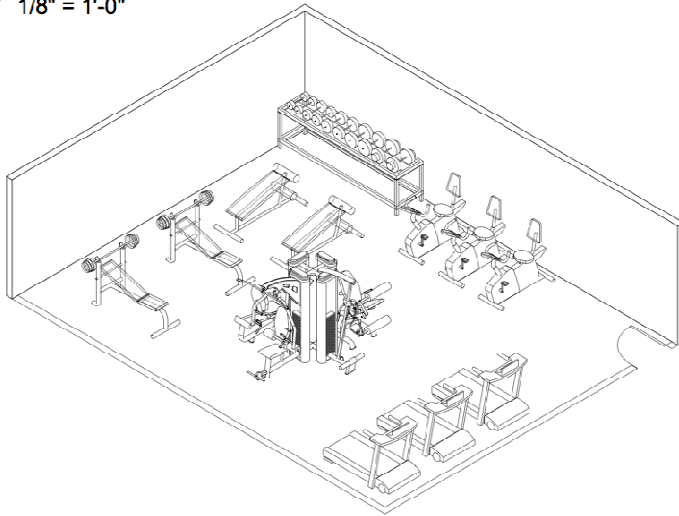
Drawn by: Author

PUBLIC
INTERVIEW
ROOM 120 SF

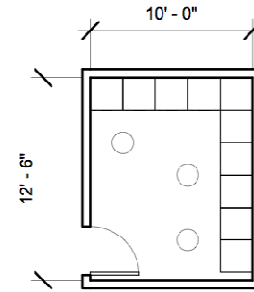
Police Station: Space Standards



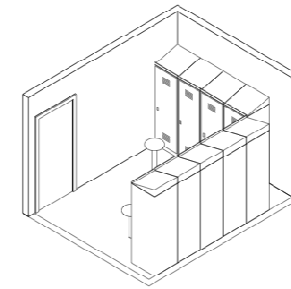
1 FLOOR PLAN
1/8" = 1'-0"



2 PERSPECTIVE



1 FLOOR PLAN
1/8" = 1'-0"

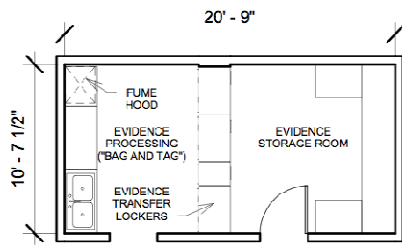


2 PERSPECTIVE

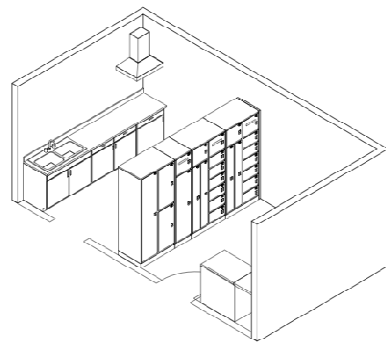
	<p>Project Number: 2012130</p>			<p>WELLNESS ROOM 800 SF</p>
	<p>Date: October 20, 2012</p>	<p>Scale: 1/8" = 1'-0"</p>	<p>Drawn by: Author</p>	

	<p>Project Number: 2012130</p>			<p>LOCKER ROOM 125 SF</p>
	<p>Date: October 20, 2012</p>	<p>Scale: 1/8" = 1'-0"</p>	<p>Drawn by: Author</p>	

Police Station: Space Standards



1 FLOOR PLAN
1/8" = 1'-0"

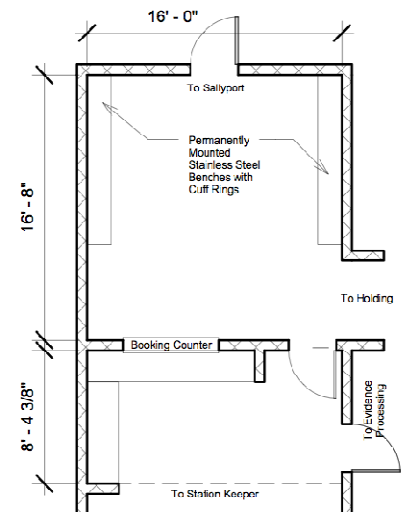


2 PERSPECTIVE

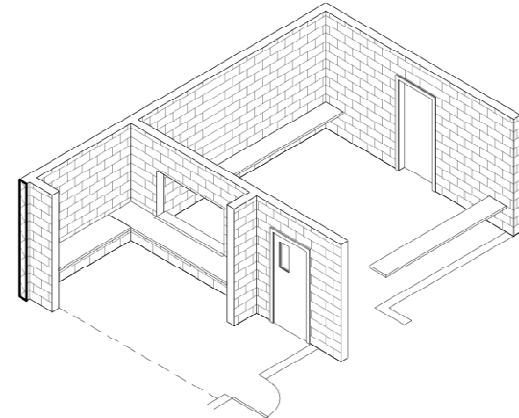
RossDrulisCusenbery
ARCHITECTURE

Project Number: 2012130
Date: October 29, 2012 Scale: 1/8" = 1'-0" Drawn by: Author

EVIDENCE
PROCESSING
AND STORAGE
100/120 SF



1 FLOOR PLAN
1/8" = 1'-0"



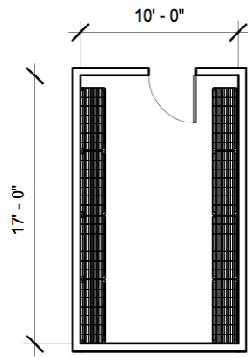
2 PERSPECTIVE

RossDrulisCusenbery
ARCHITECTURE

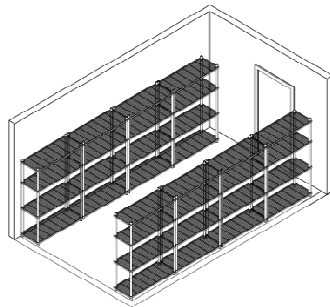
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Date: October 29, 2012 Scale: 1/8" = 1'-0" Drawn by: Author

BOOKING/INTAKE
400 SF

Police Station: Space Standards



① FLOOR PLAN
1/8" = 1'-0"



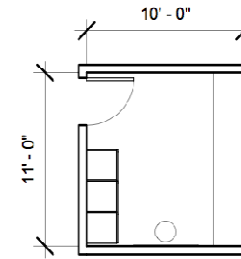
② PERSPECTIVE

RossDrulisCusenbery
ARCHITECTURE

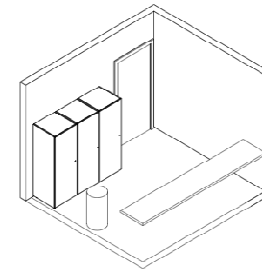
Project Number: 2012130

Date: October 29, 2012 Scale: 1/8" = 1'-0" Drawn by: Author

PROPERTY
LOCKERS/SEIZED
PROPERTY 170
SF



① FLOOR PLAN
1/8" = 1'-0"



② PERSPECTIVE

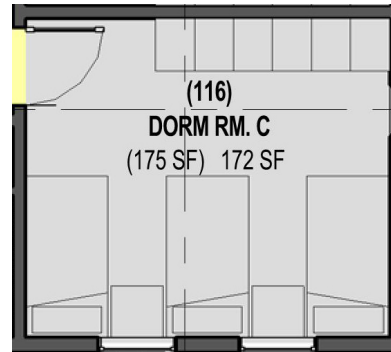
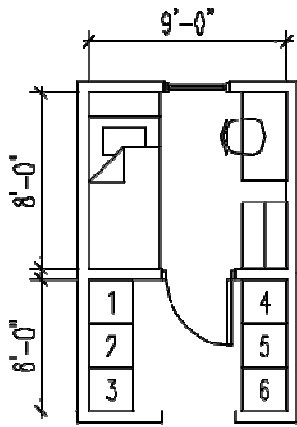
RossDrulisCusenbery
ARCHITECTURE

Project Number: 2012130

Date: October 29, 2012 Scale: 1/8" = 1'-0" Drawn by: Author

WEAPONS
CLEANING 110
SF

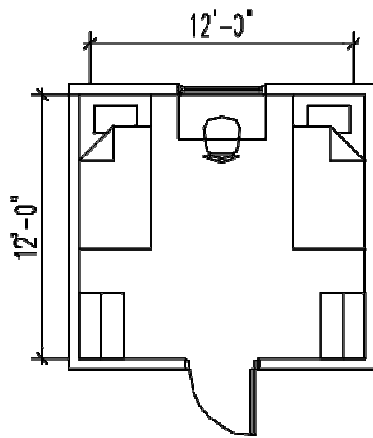
Police Station: Space Standards



433 – SLEEPING ROOM
W/ LOCKER ROOM ALCOVE

SCALE: 1/8 = 1'-0"

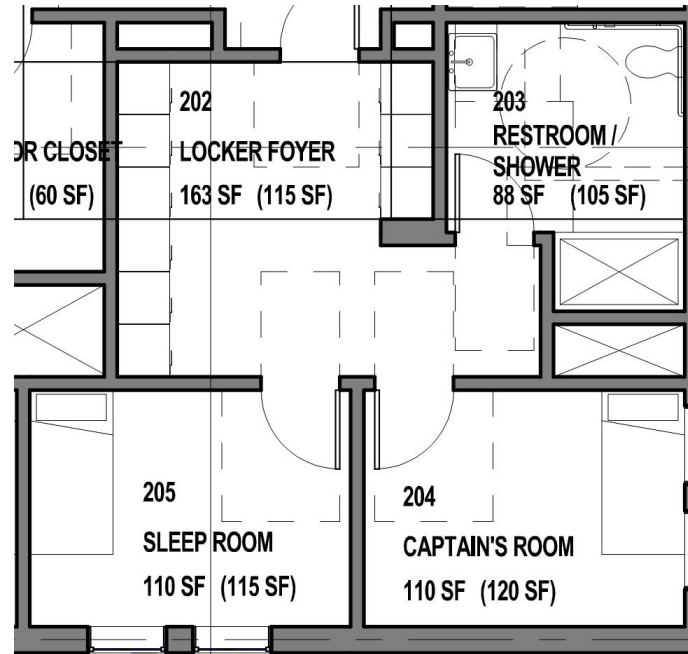
SLEEP ROOM: 72 SQ.FT.
LOCKER ALCOVE: 54 SQ.FT.
TOTAL: 126 SQ.FT.



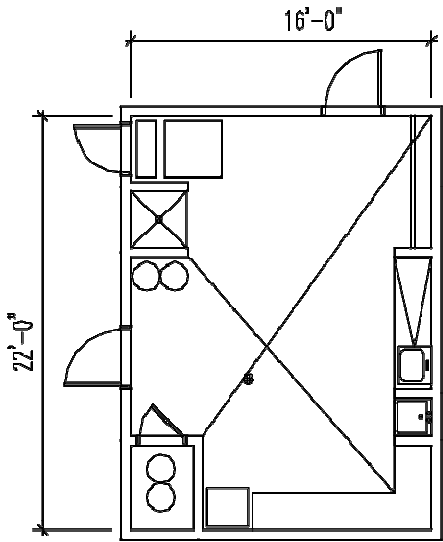
441 – RIDE ALONG
DOUBLE SLEEPING ROOMS

SCALE: 1/8 = 1'-0"

SLEEP ROOM: 144 SQ.FT.



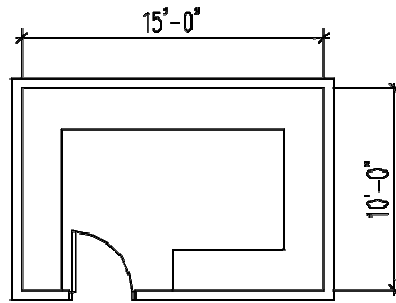
Fire Station: Space Standards



415 – DECONTAMINATION/
CLEAN ROOM/
BUNKER GEAR CLEANING

SCALE: 1/8" = 1'-0"

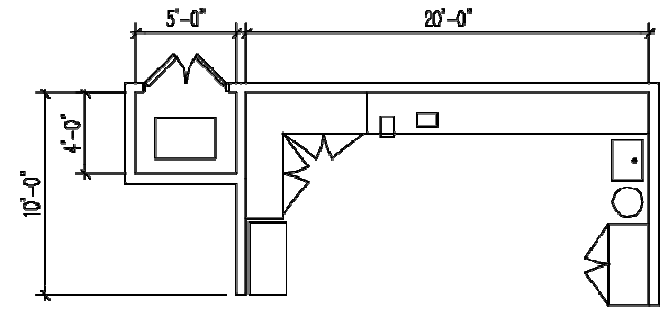
350 SQ.FT



419 – APPARATUS
EQUIPMENT STORAGE – LADDER

SCALE: 1/8" = 1'-0"

150 SQ.FT.

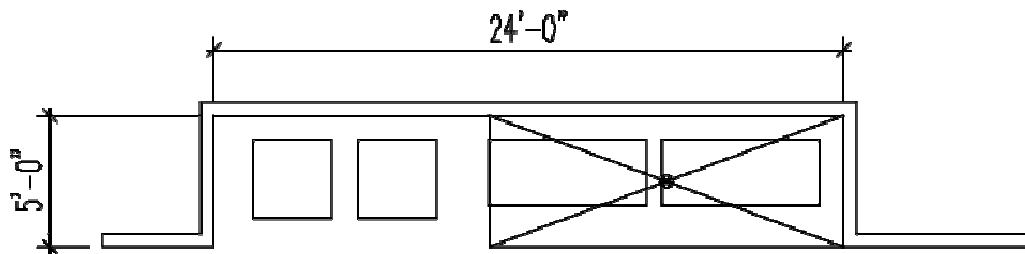


420 – MAINTENANCE
WORK AREA/SHOP

SCALE: 1/8" = 1'-0"

WORK AREA: 200 SQ.FT.
COMPRESSOR: 20 SQ.FT.
TOTAL: 220 SQ.FT.

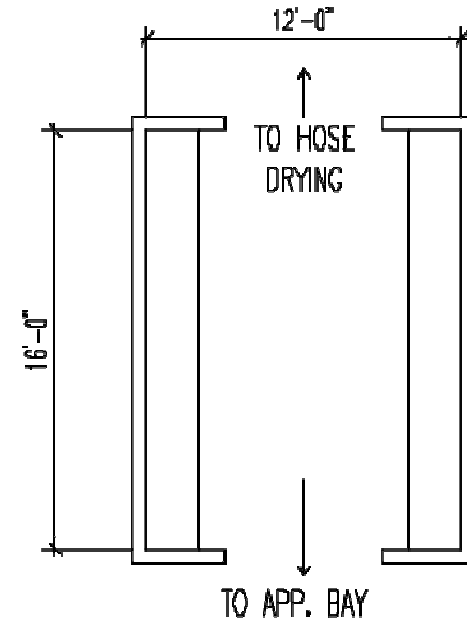
Fire Station: Space Standards



423 – HOSE DRYER/
STORAGE ALCOVE

SCALE: 1/8" = 1'-0"

120 SQ. FT.

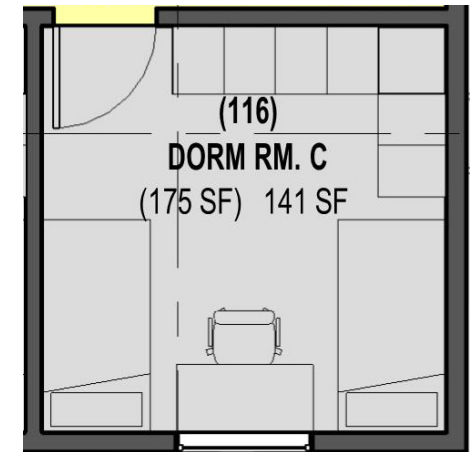
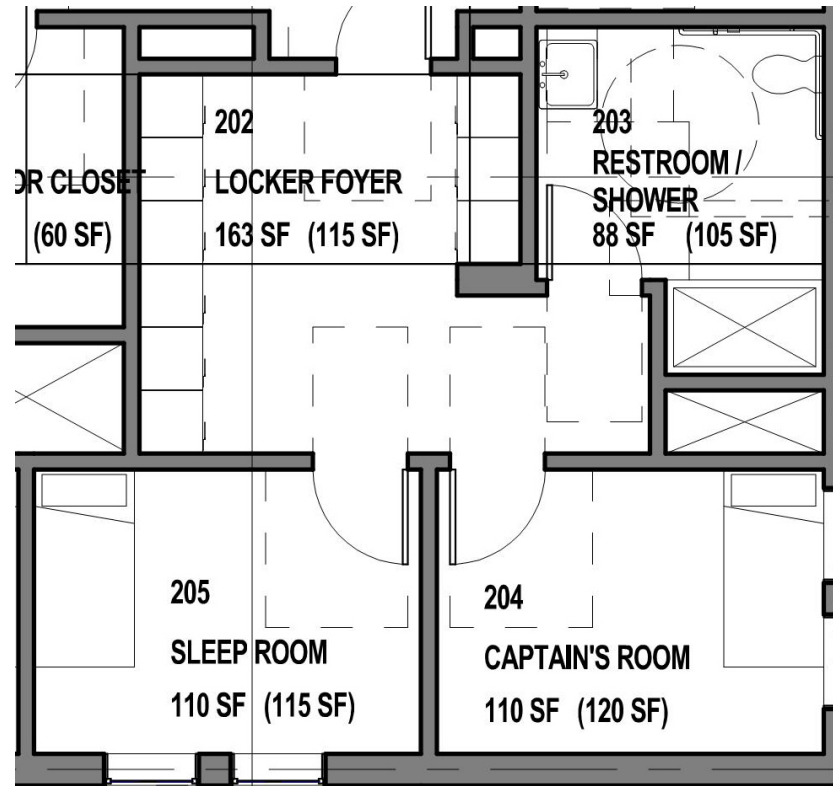
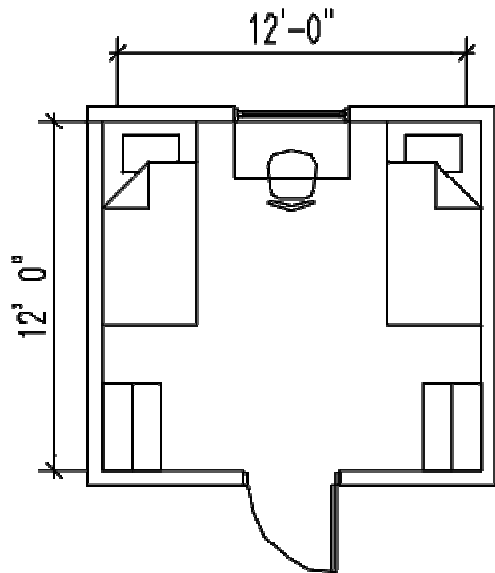


424 – HOSE STORAGE

SCALE: 1/8" = 1'-0"

192 SQ.FT.

Fire Station: Space Standards



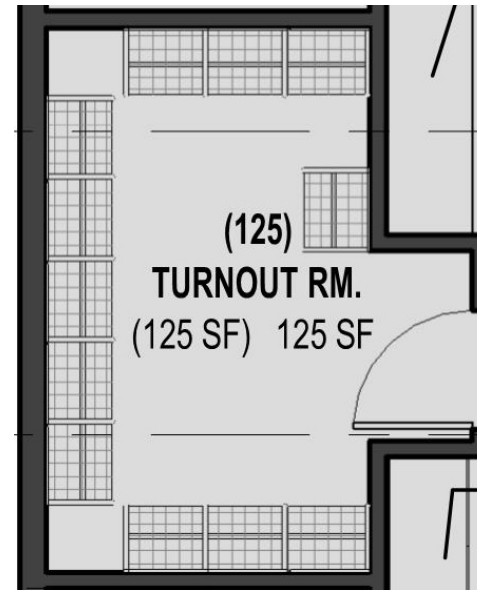
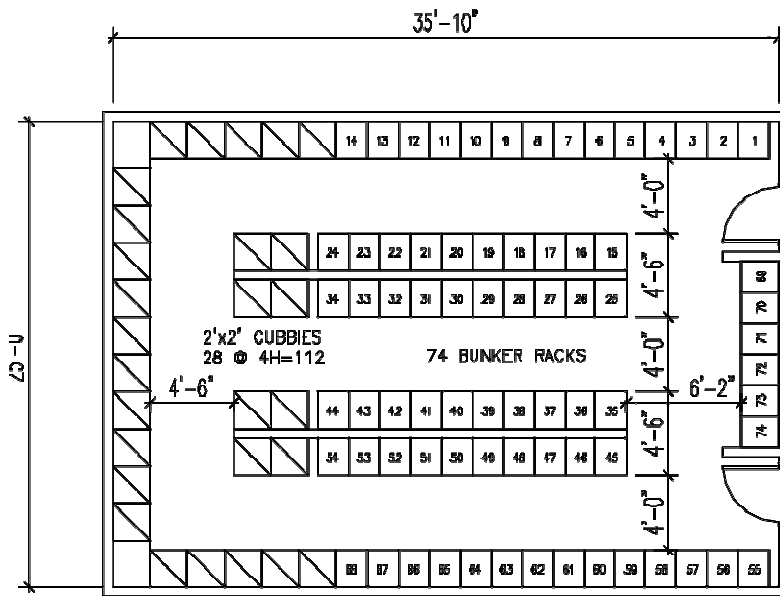
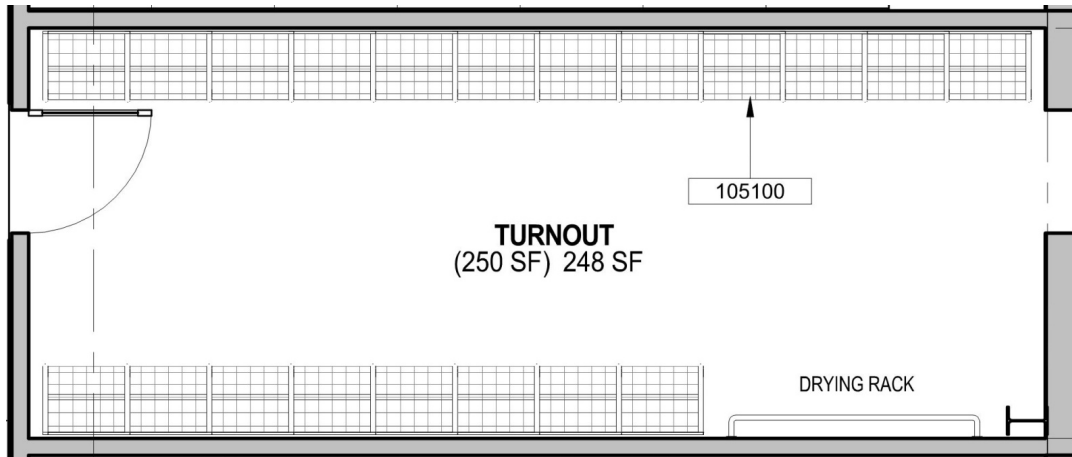
kensington PSB proposed

441 – RIDE ALONG DOUBLE SLEEPING ROOMS

SCALE: 1/8" = 1'-0"

SLEEP ROOM: 144 SQ.FT.

Fire Station: Space Standards



416 – BUNKER STORAGE ROOM/
DRYING ROOM

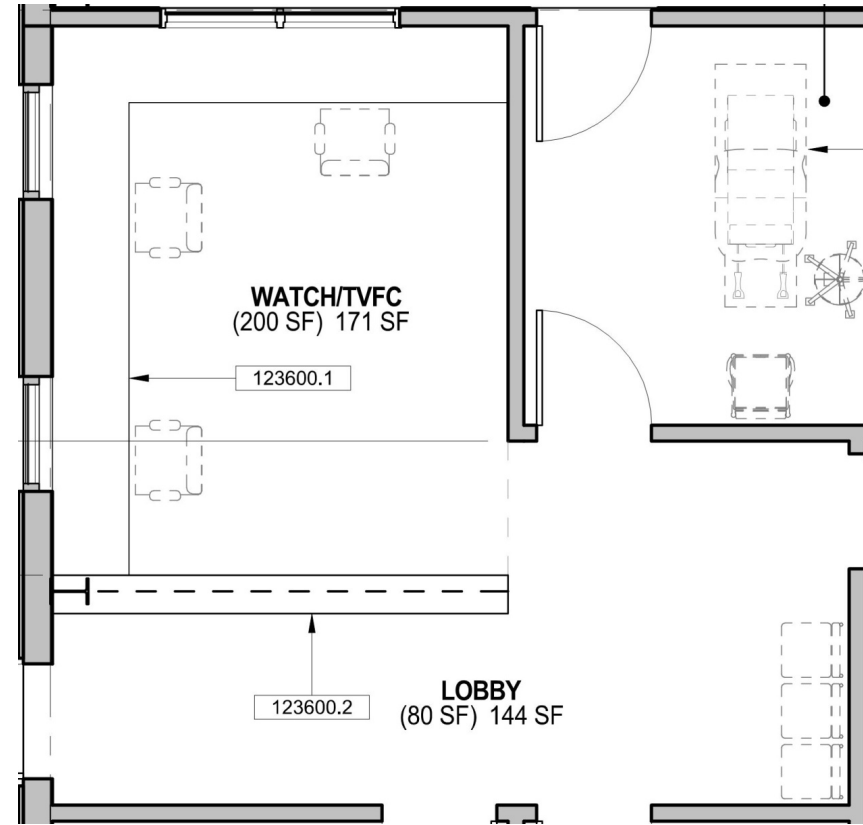
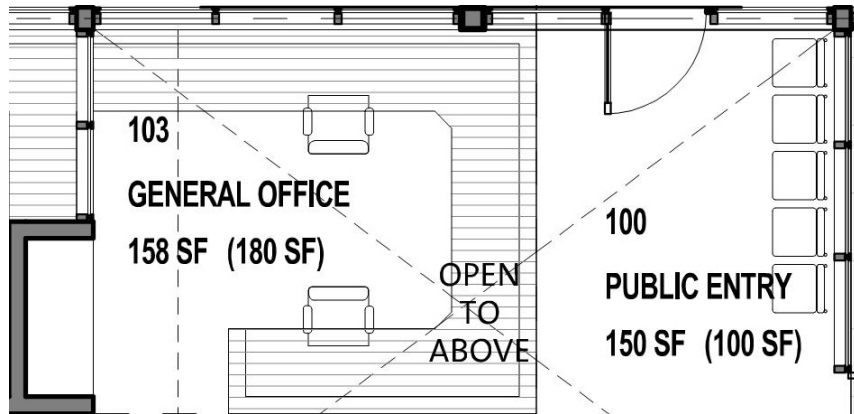
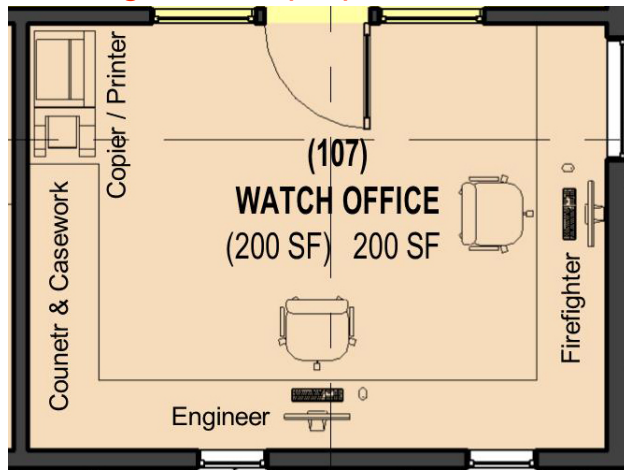
SCALE: 1/8" = 1'-0"

893 SQ.FT.

kensington PSB proposed

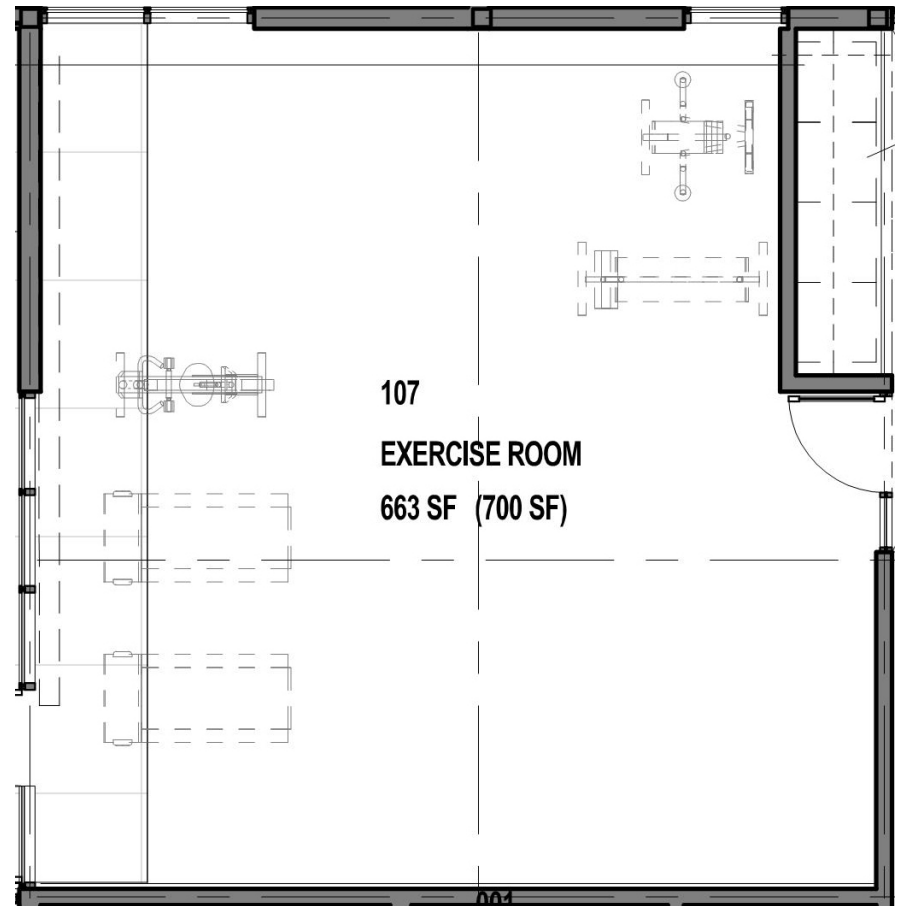
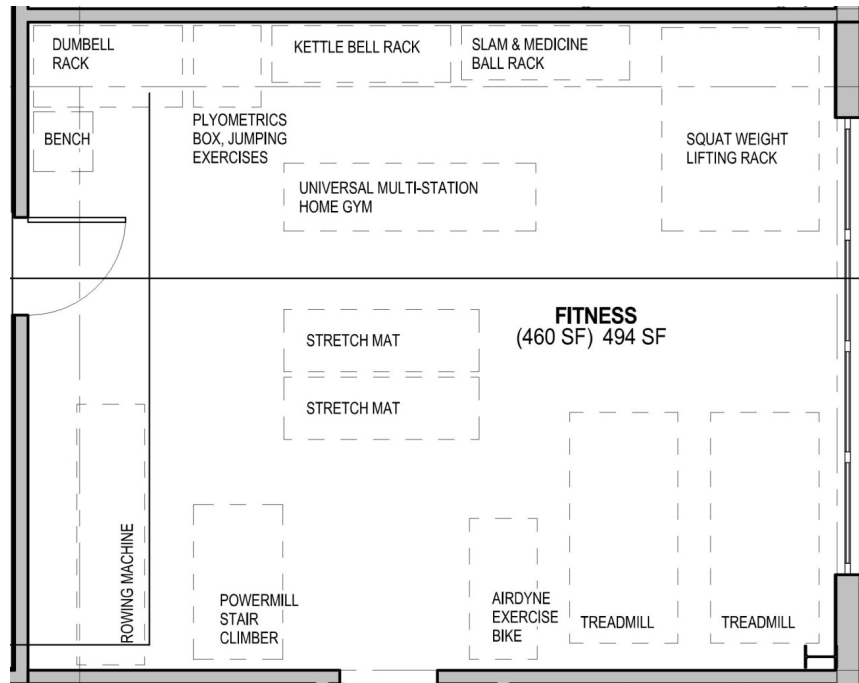
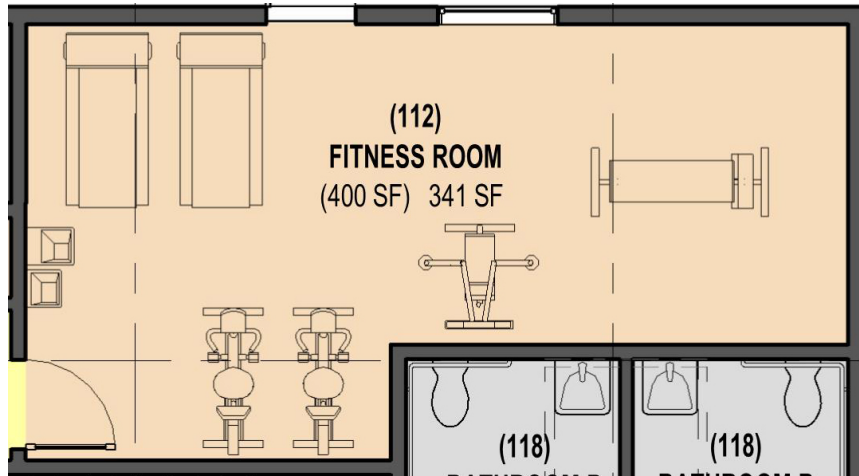
Fire Station: Space Standards

kensington PSB proposed



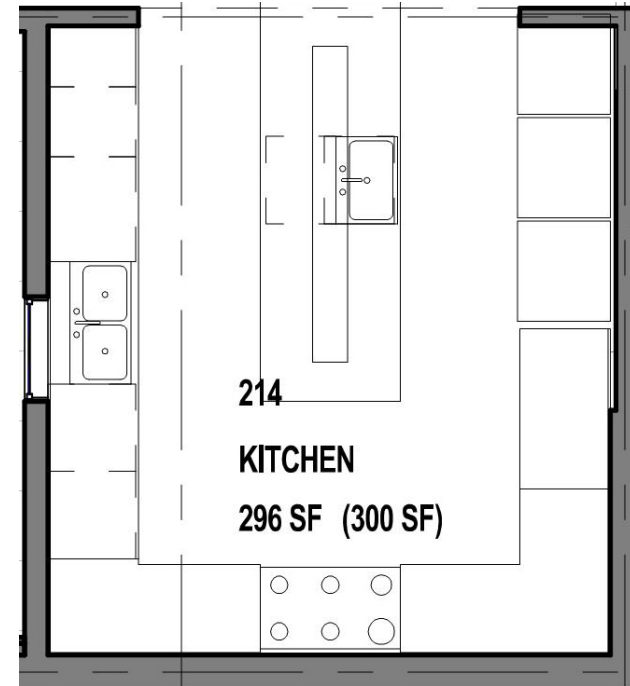
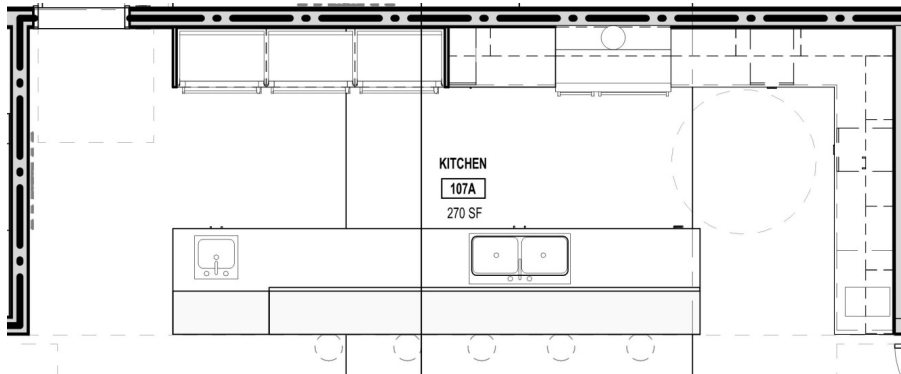
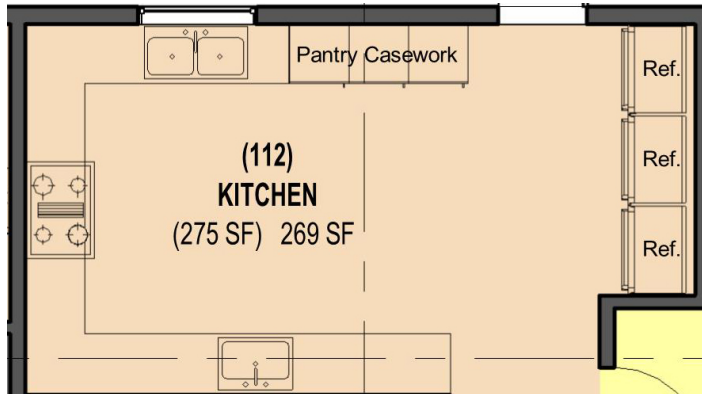
Fire Station: Space Standards

kensington PSB proposed



Fire Station: Space Standards

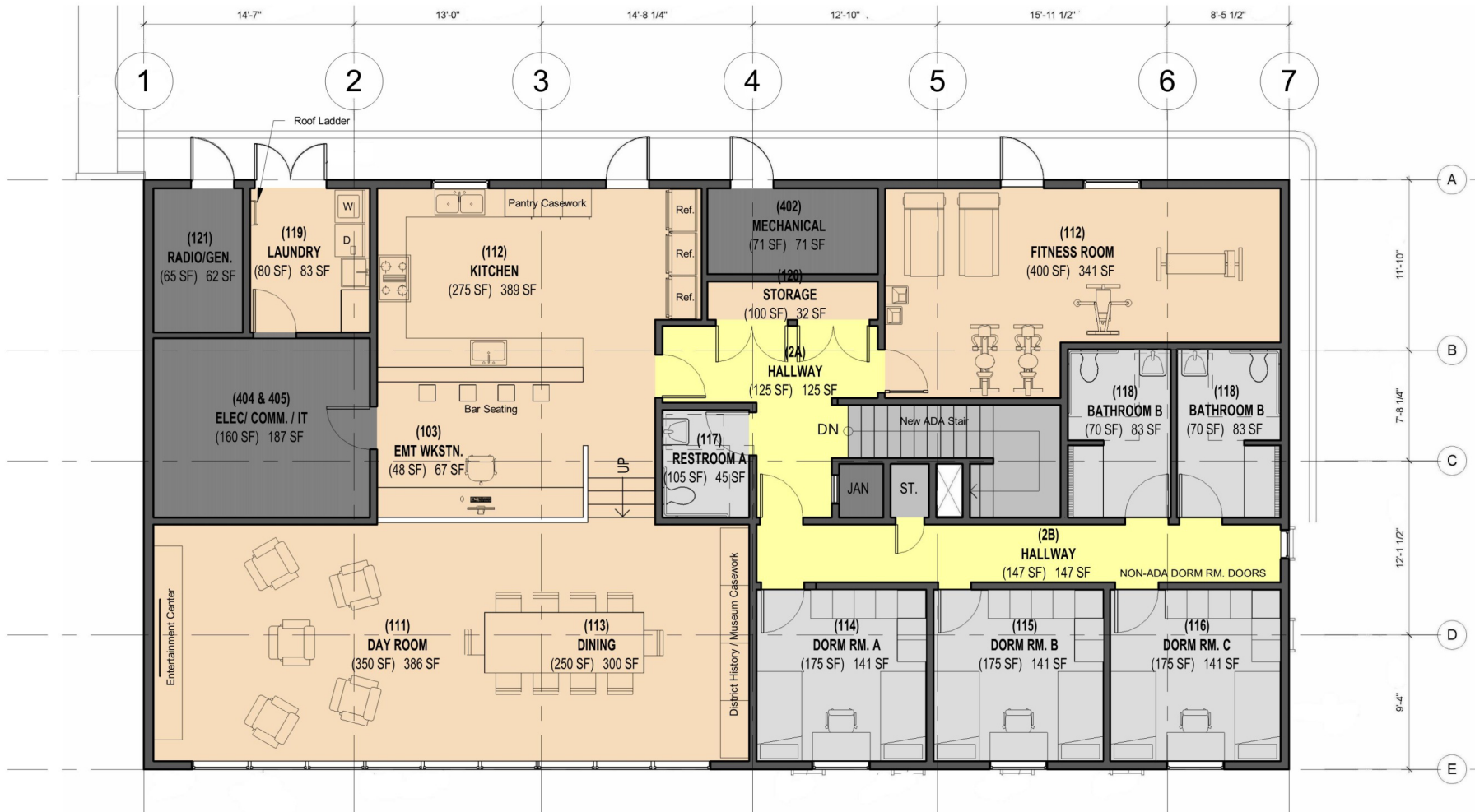
kensington PSB proposed



Fire Station: Space Standards



Fire Station Renovation First Floor



Fire Station Renovation Second Floor - 2

11/16/2019

Attachment C

Public Forum with RDC Architects:

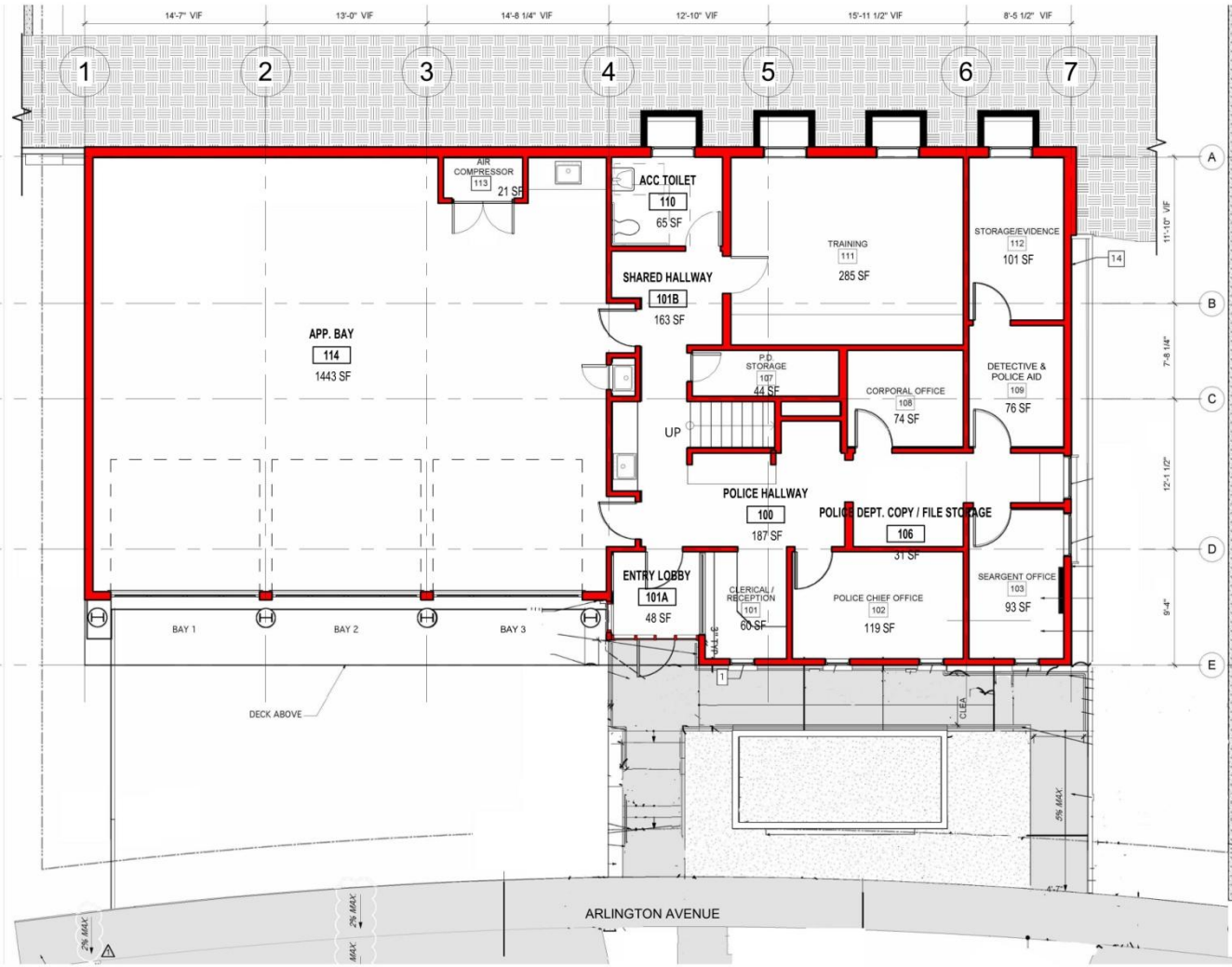
“A ten-pound problem in a five-pound bag”



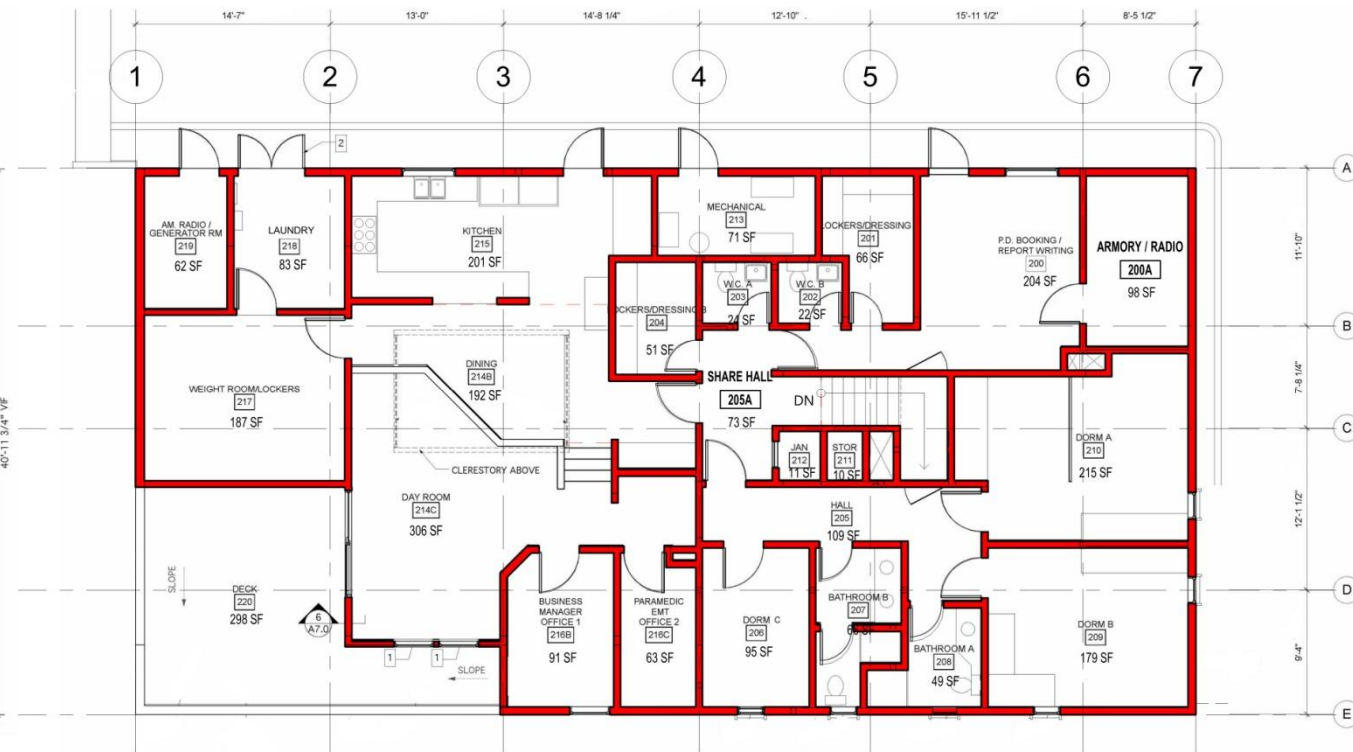
kensington public safety building

public forum: status update

november 16, 2019



level 01

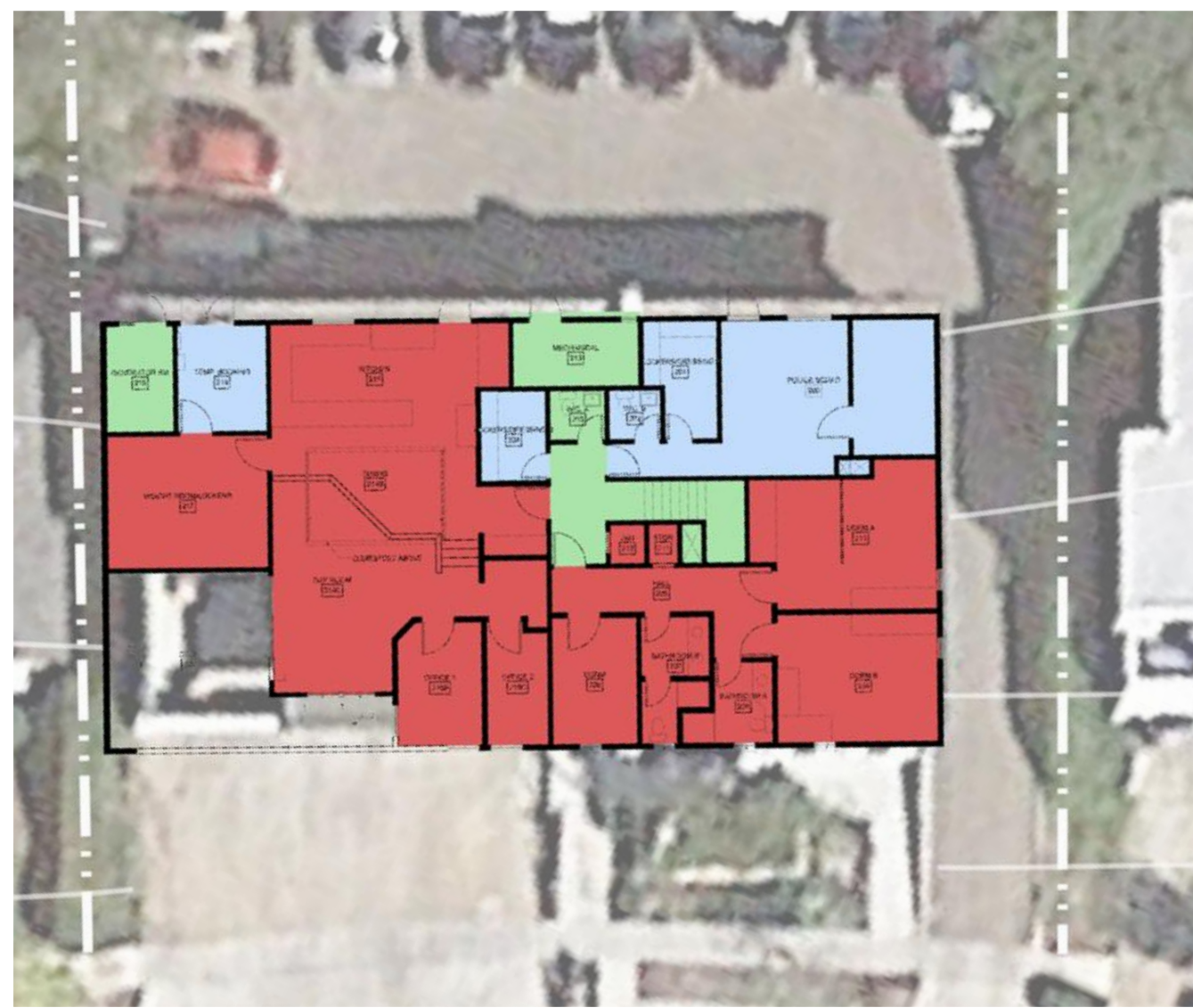


level 02

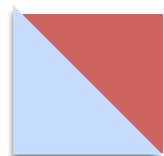
 existing public safety building



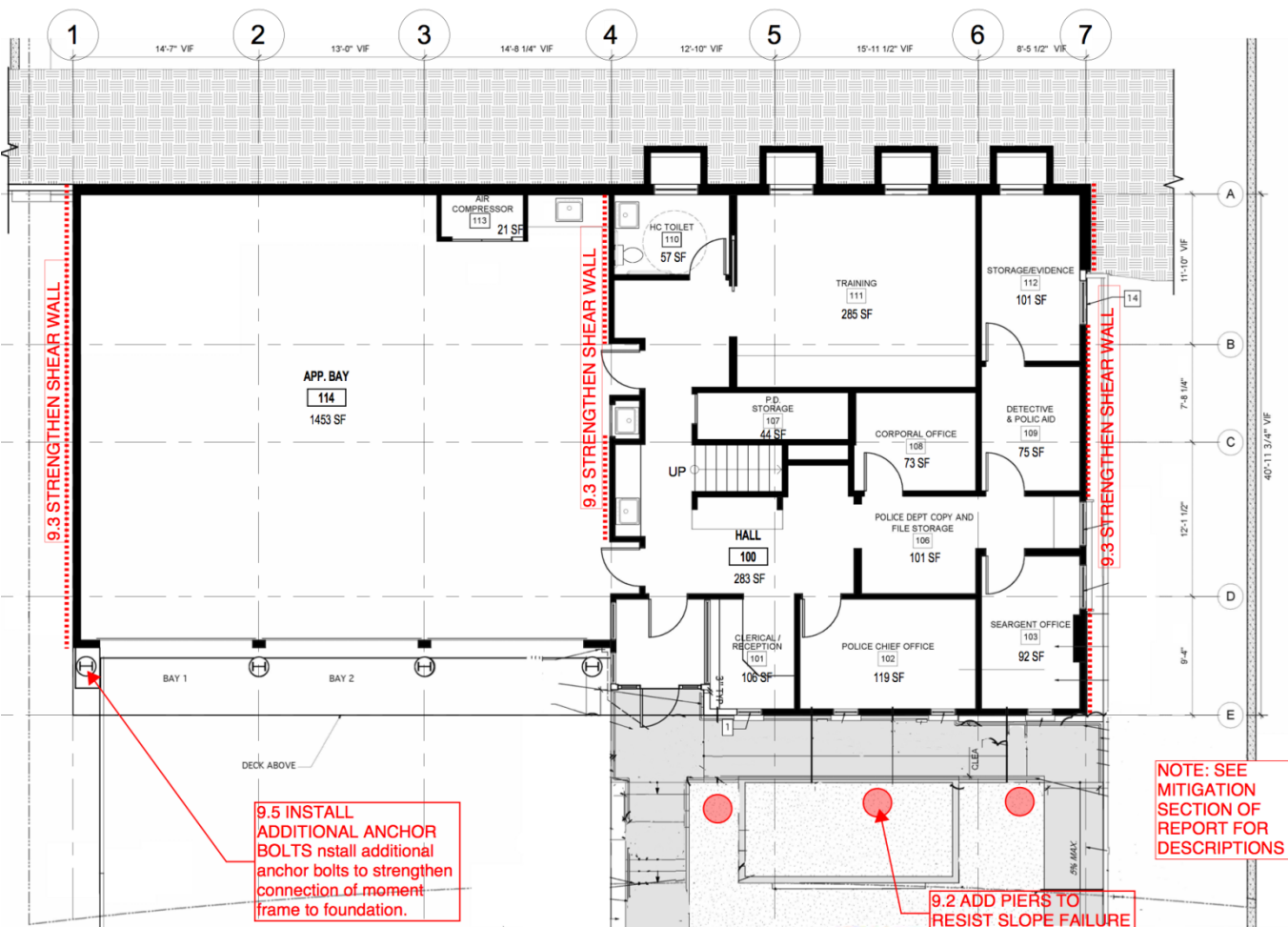
level 01



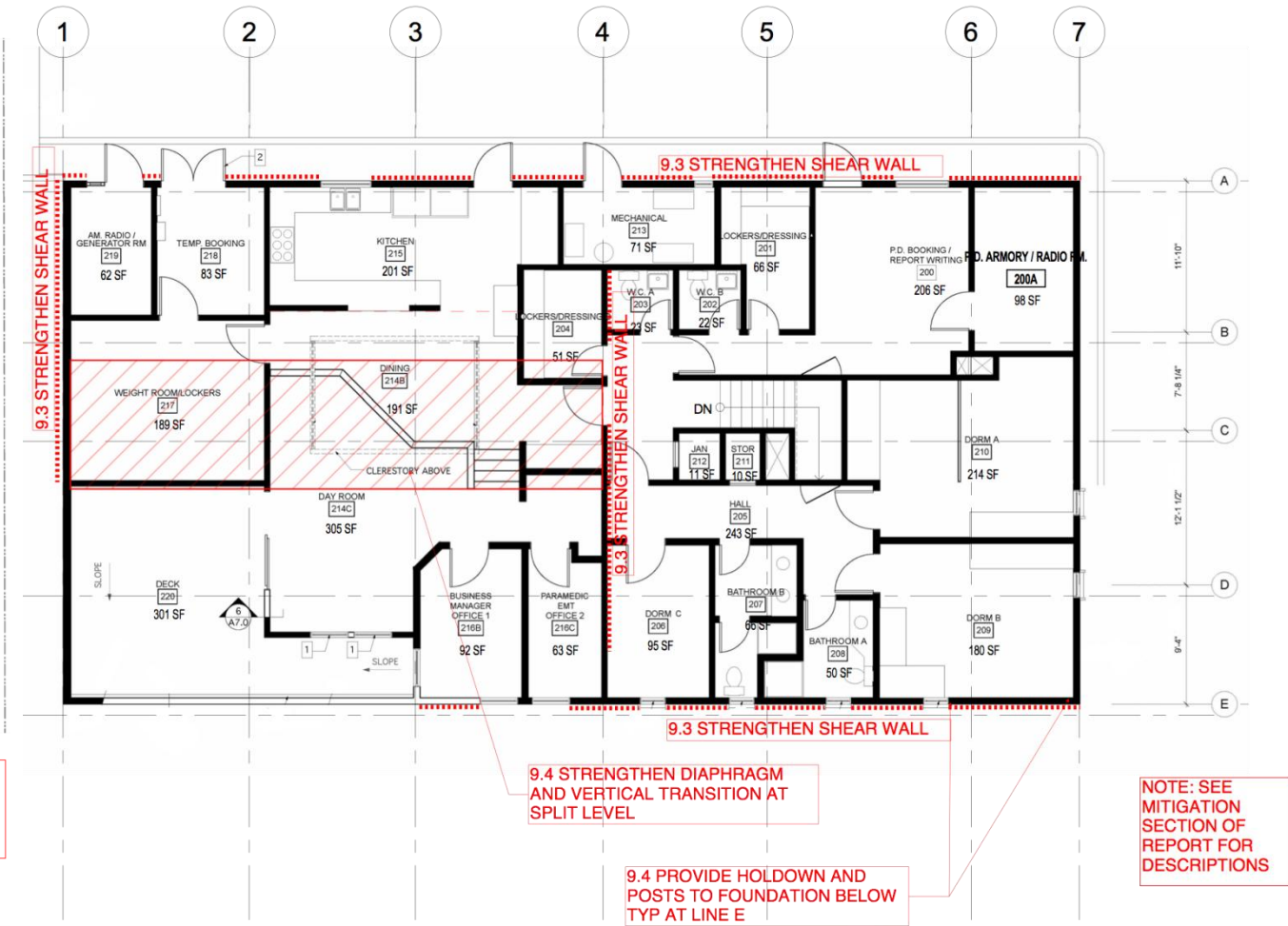
level 02



programmatic tangle



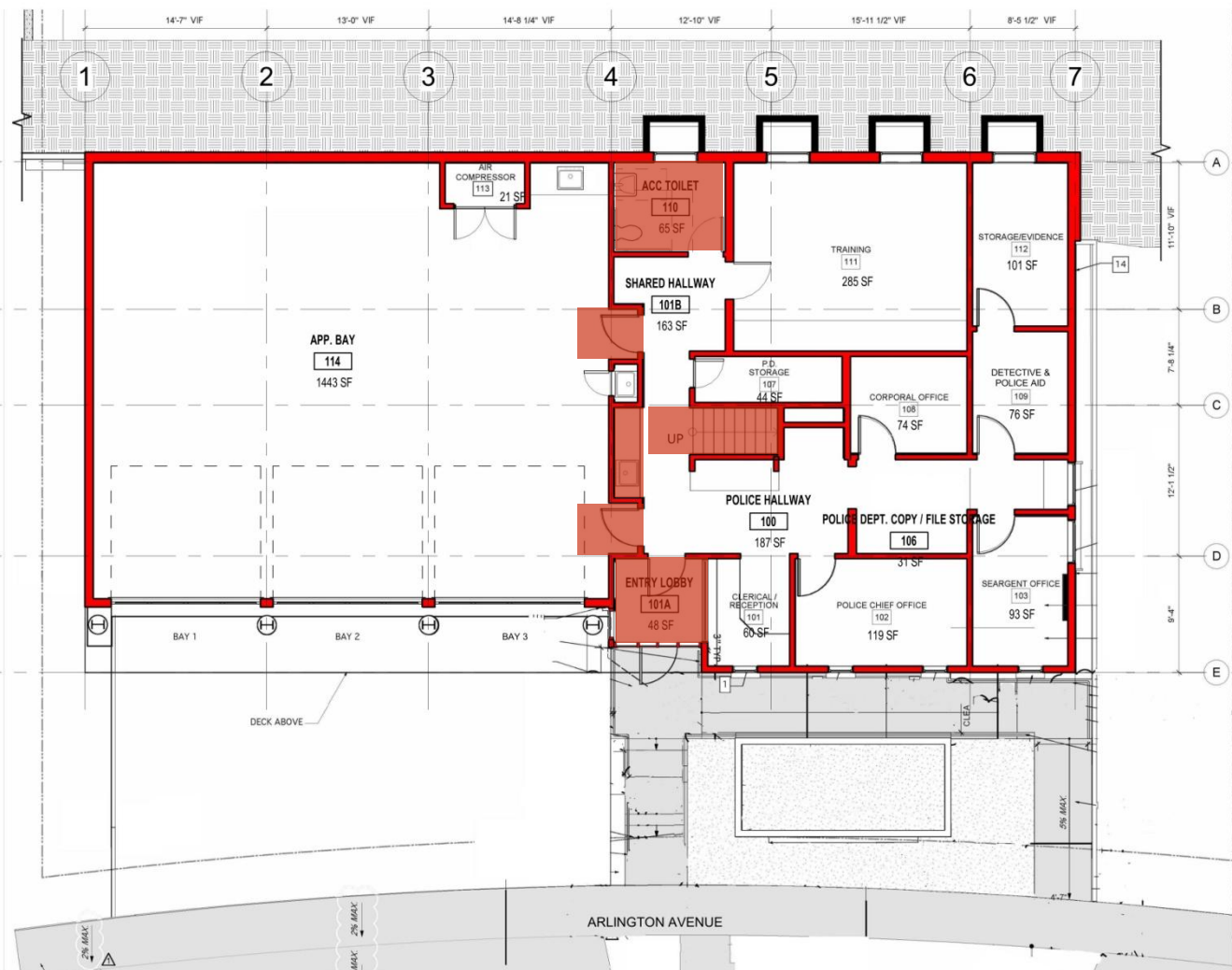
level 01



level 02



seismic upgrade requirements



level 01

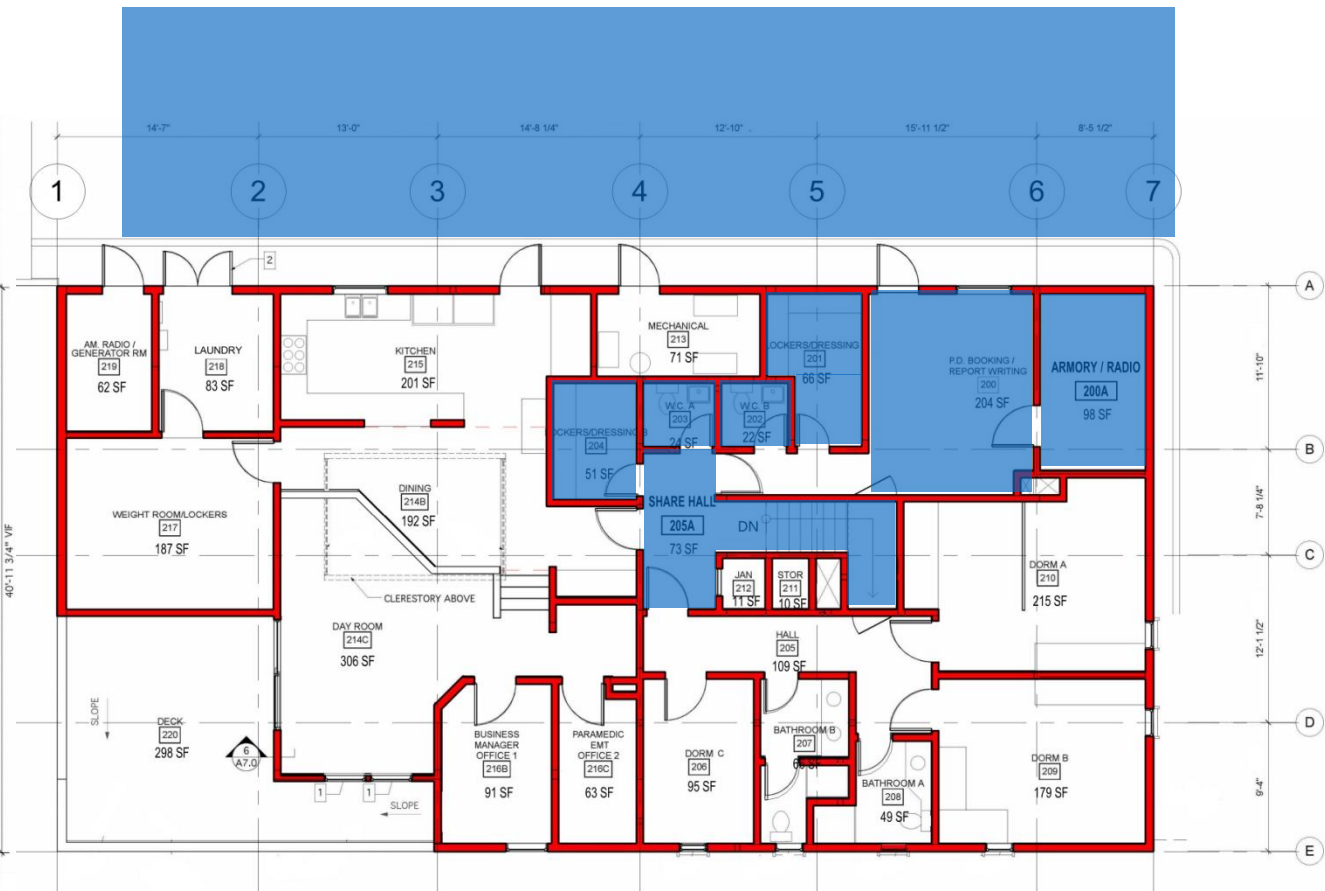


level 02

 ADA non-compliant areas



level 01



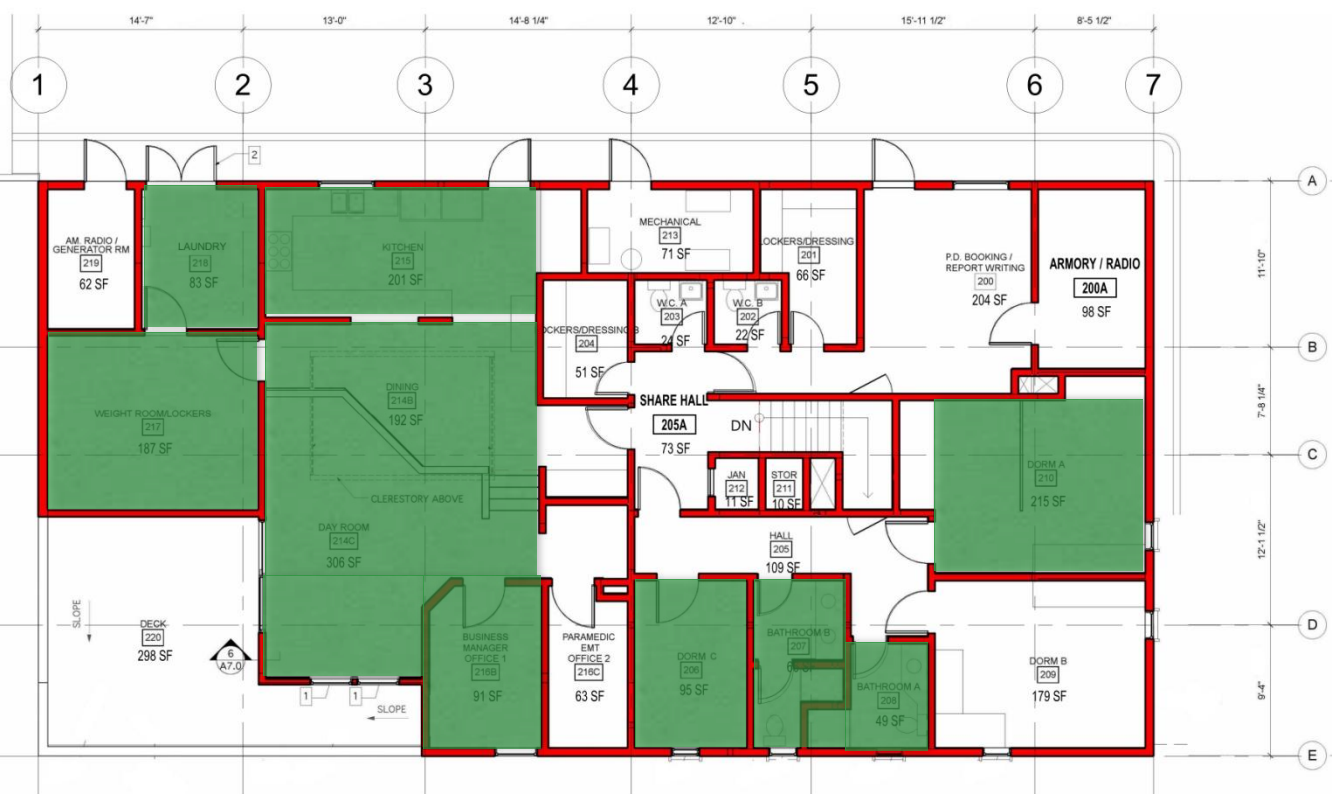
level 02



police department: non-conforming/non-compliant



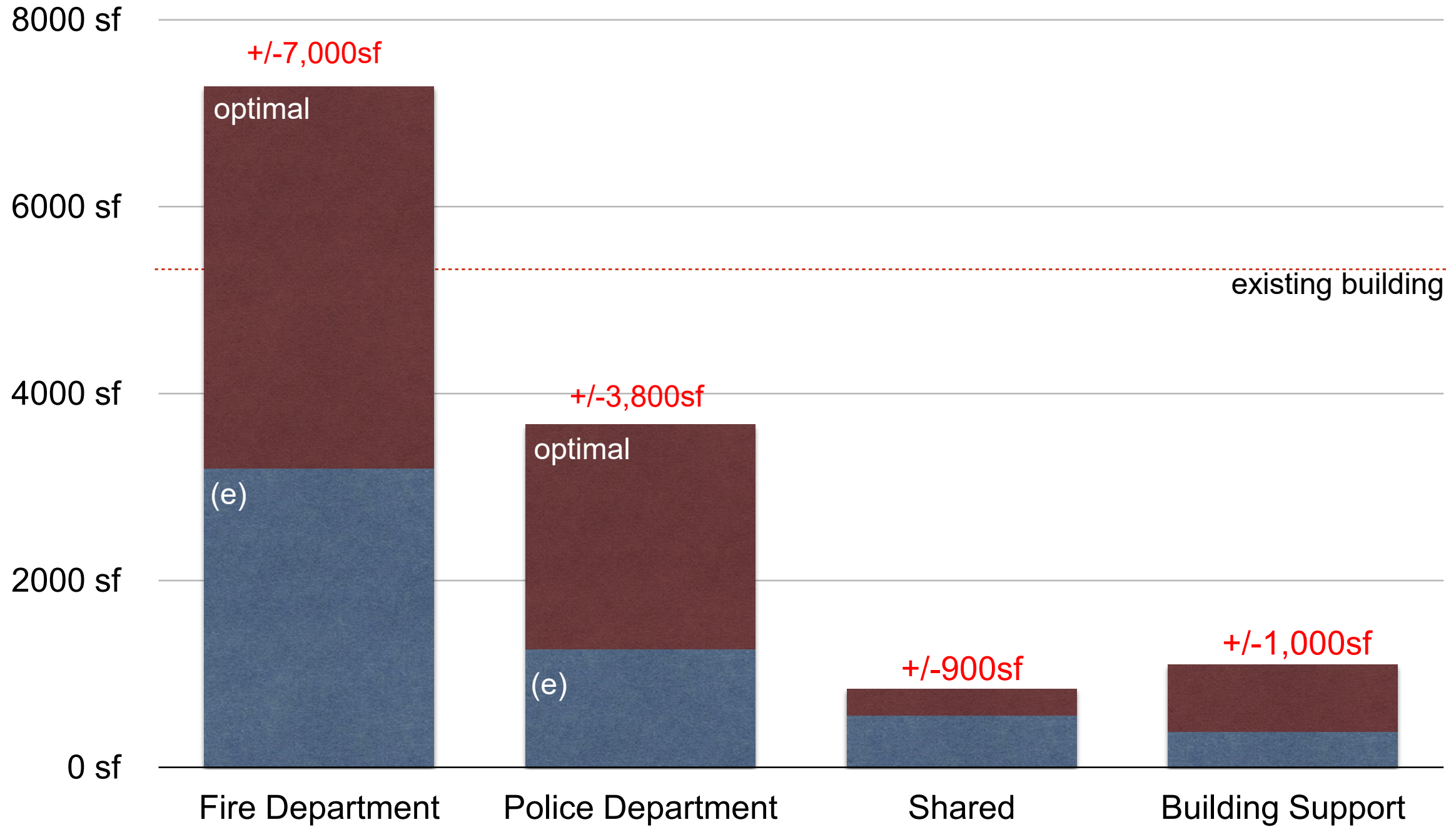
level 01



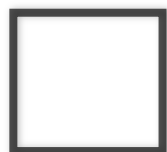
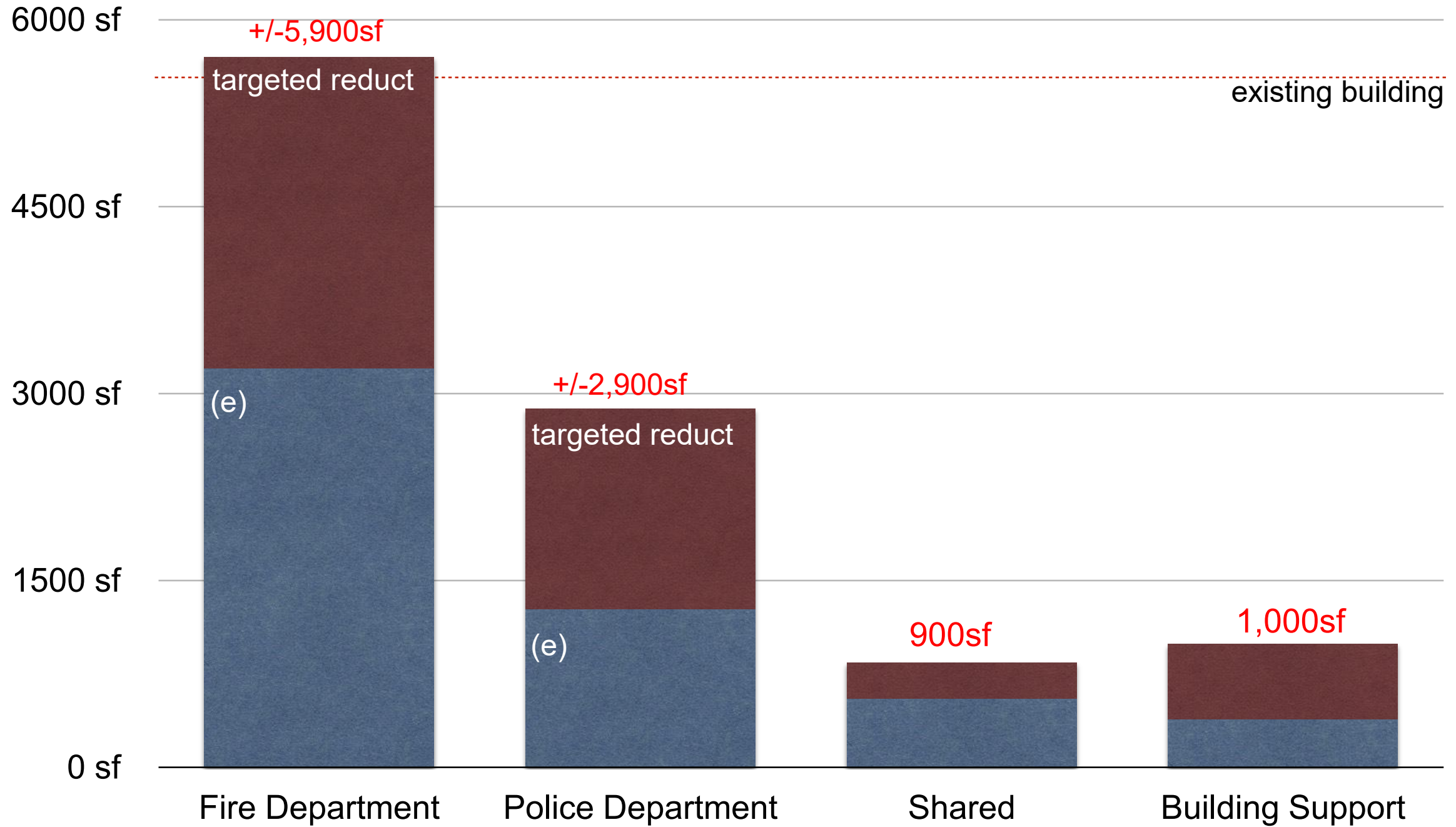
level 02



fire department:nonconforming/non-compliant areas



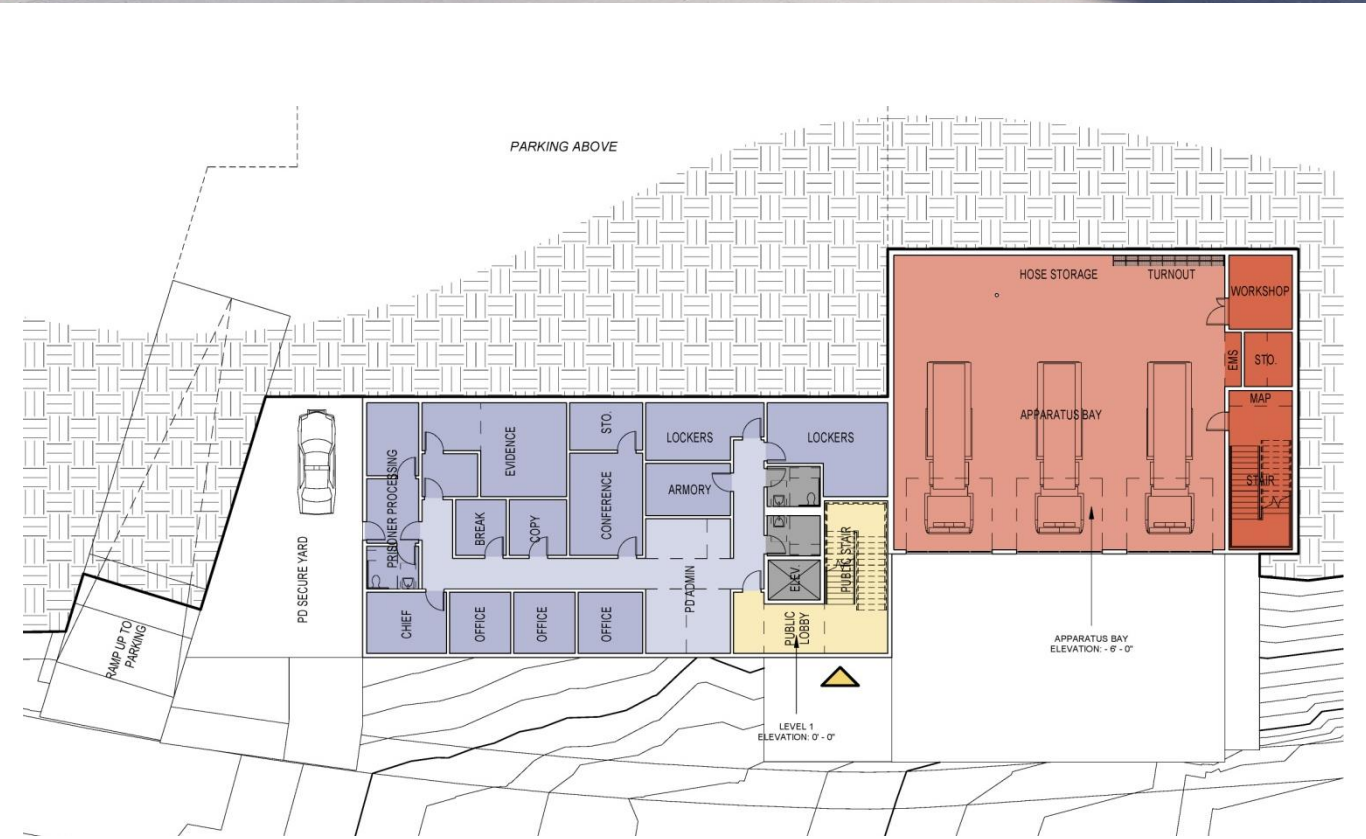
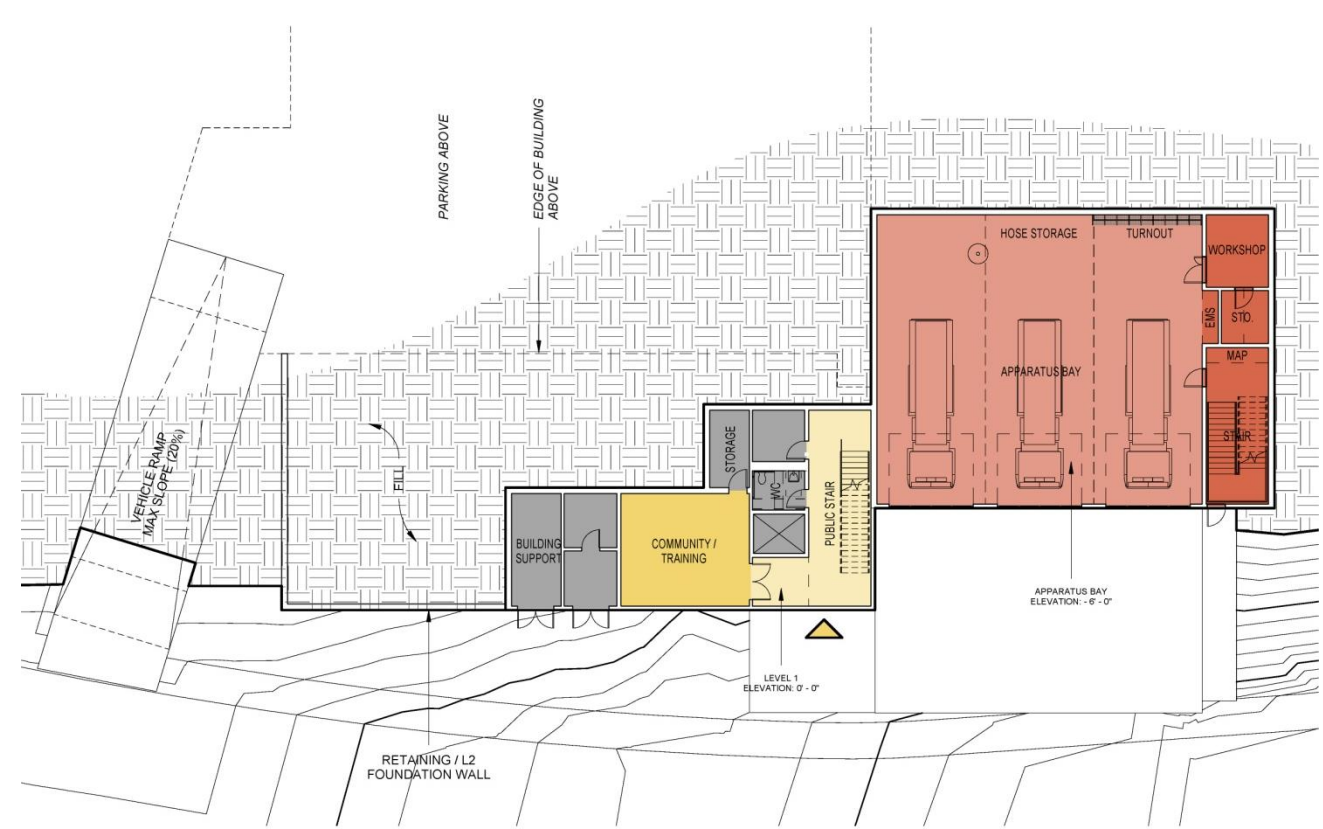
existing vs. optimal program areas



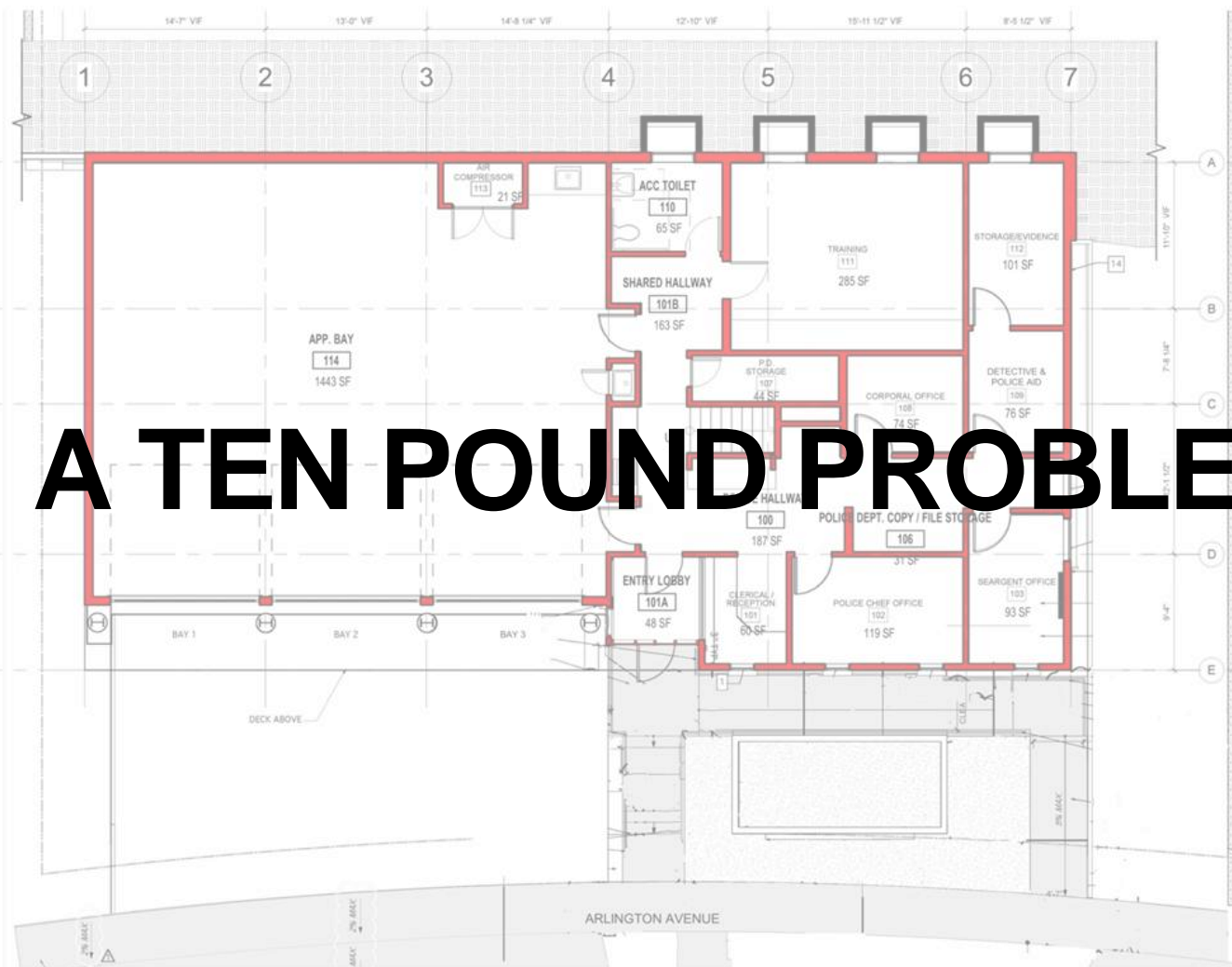
existing vs. target reduction program areas



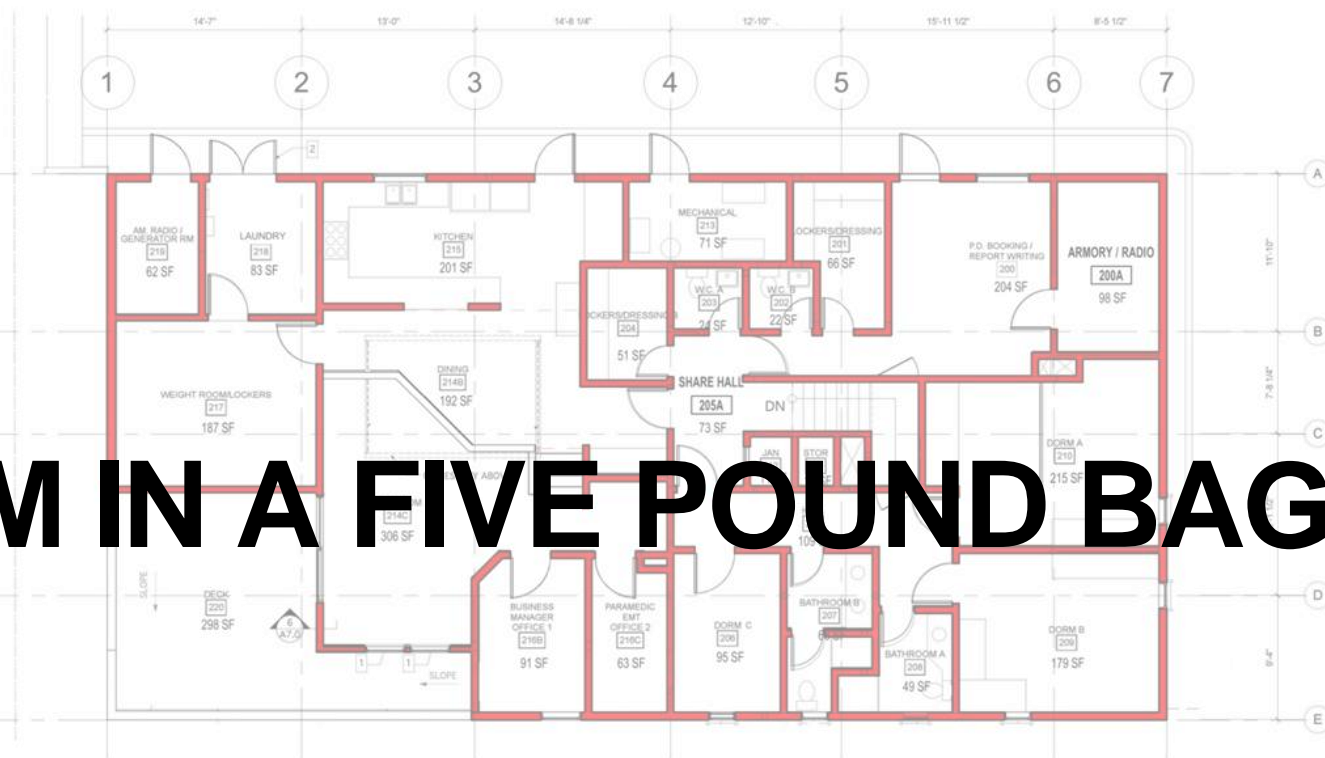
expansion not allowed



approvable new sites not identified



level 01



level 02

A TEN POUND PROBLEM IN A FIVE POUND BAG



back to the existing building

- *Contact:* **BSCC — Bureau of State & Community Corrections**
- *Research:* **CA Dept. of Conservation** [Geological Survey — Alquist Priolo Earthquake Fault Zones]
- *Contact:* **DSA — Dept. of the State Architect**
- *Contact:* **Contra Costa County Dept. of Conservation & Development**
 1. Supervising Structural Engineer
 2. Accessibility Division

allowable remodel \$\$

The value of the structure is the replacement cost to construct a building of the same size. The Owner should get a cost estimate for the replacement cost of the building. This will then establish the 50% upper limit that can be spent on the renovation of the building. However, the building department will have to accept the estimated costs.

conclusion

- replacement-cost cost estimate required
- 50% of above = renovation budget
- County verification required
- scope may need to be reconsidered

accessibility requirements

The building will need to comply with all California Building Code (CBC) regulations for accessibility. An accessible path of travel between levels is required. All levels of the building will need to be made accessible either by a ramp or an elevator. All portions of the building will need to comply with CBC accessibility regulations. This includes, but is not limited to; parking, entries, kitchen, restrooms, showers, sleeping rooms, living areas, offices, training rooms and public areas.

conclusion

- elevator required
- wheelchair lift @ split level required
- verify all operational areas provide for accessibility

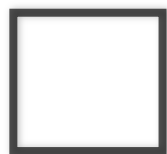
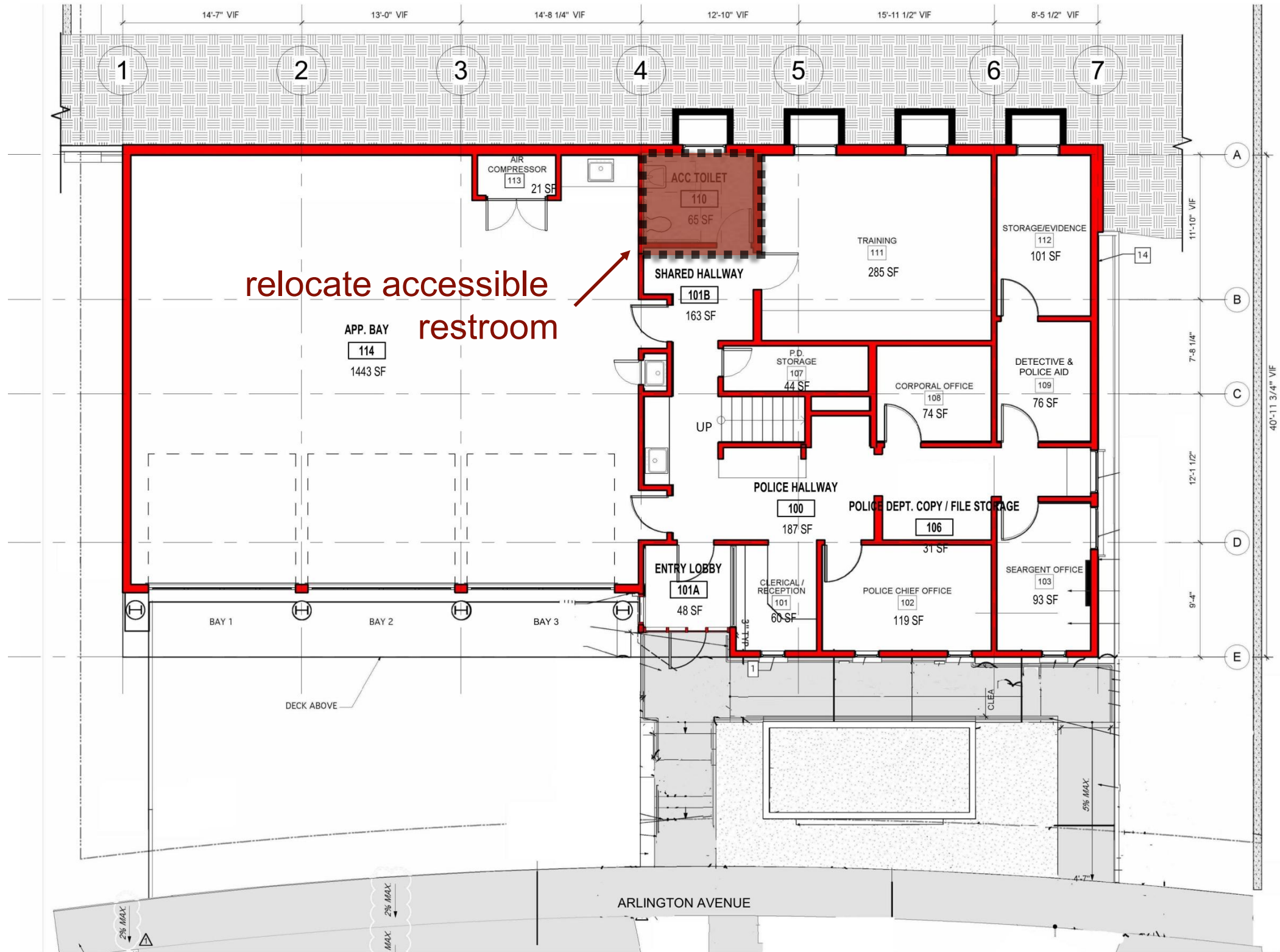
expansion vs. occupancy

The occupancy of the building may not be increased by any means from the occupant load that currently exists in the building.

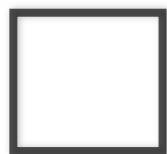
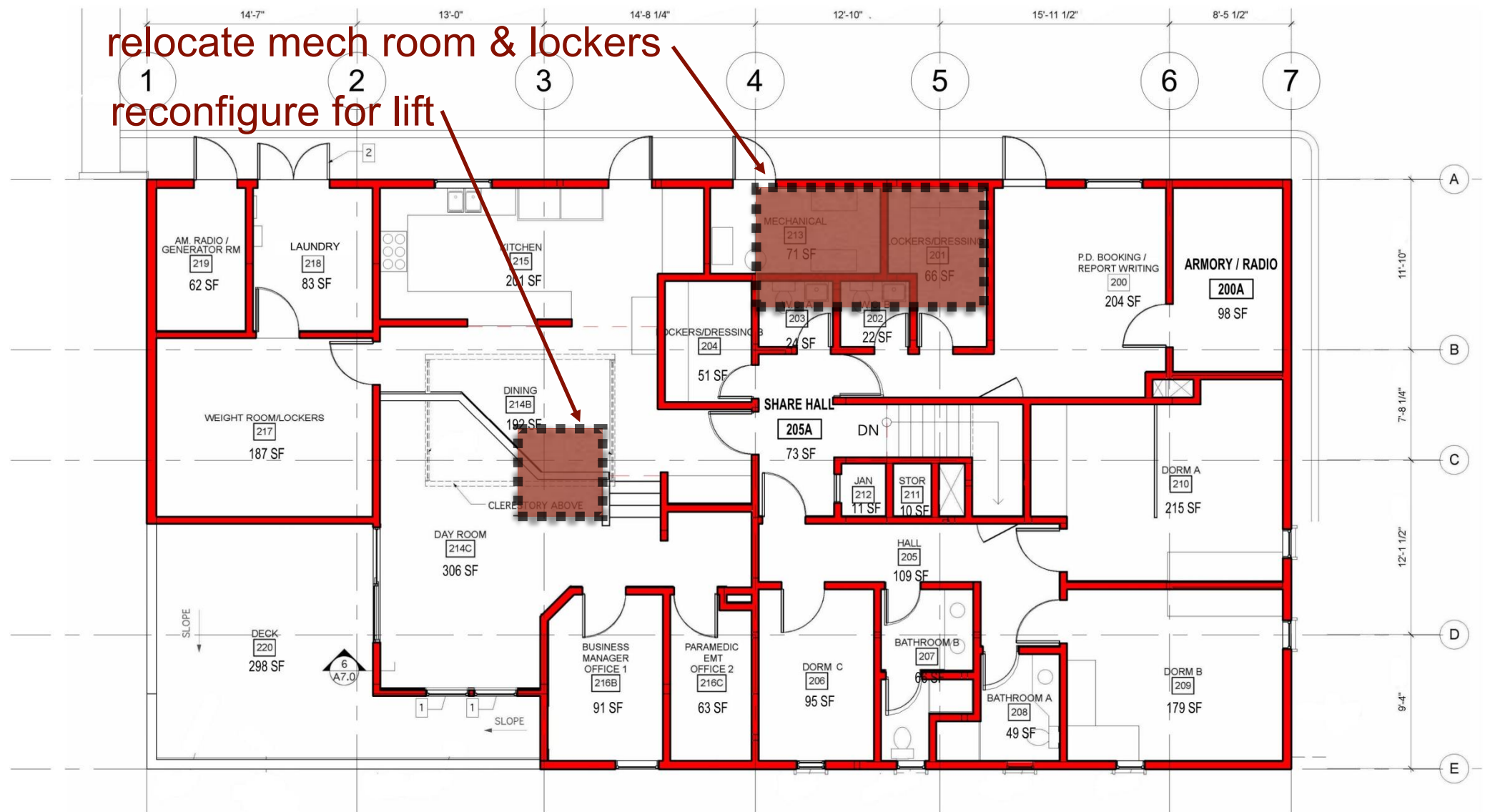
conclusion

- proposed plans may not increase occupancy

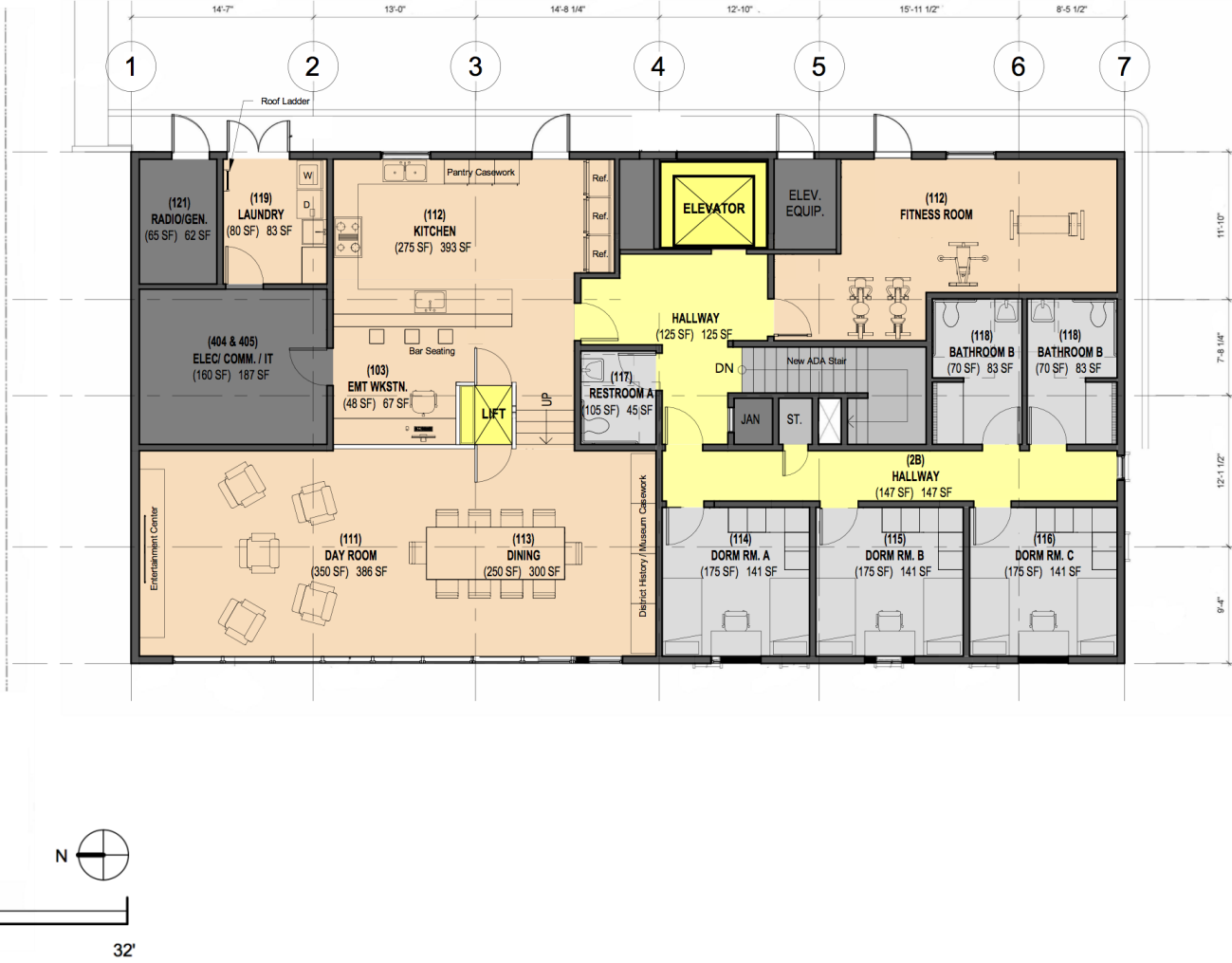
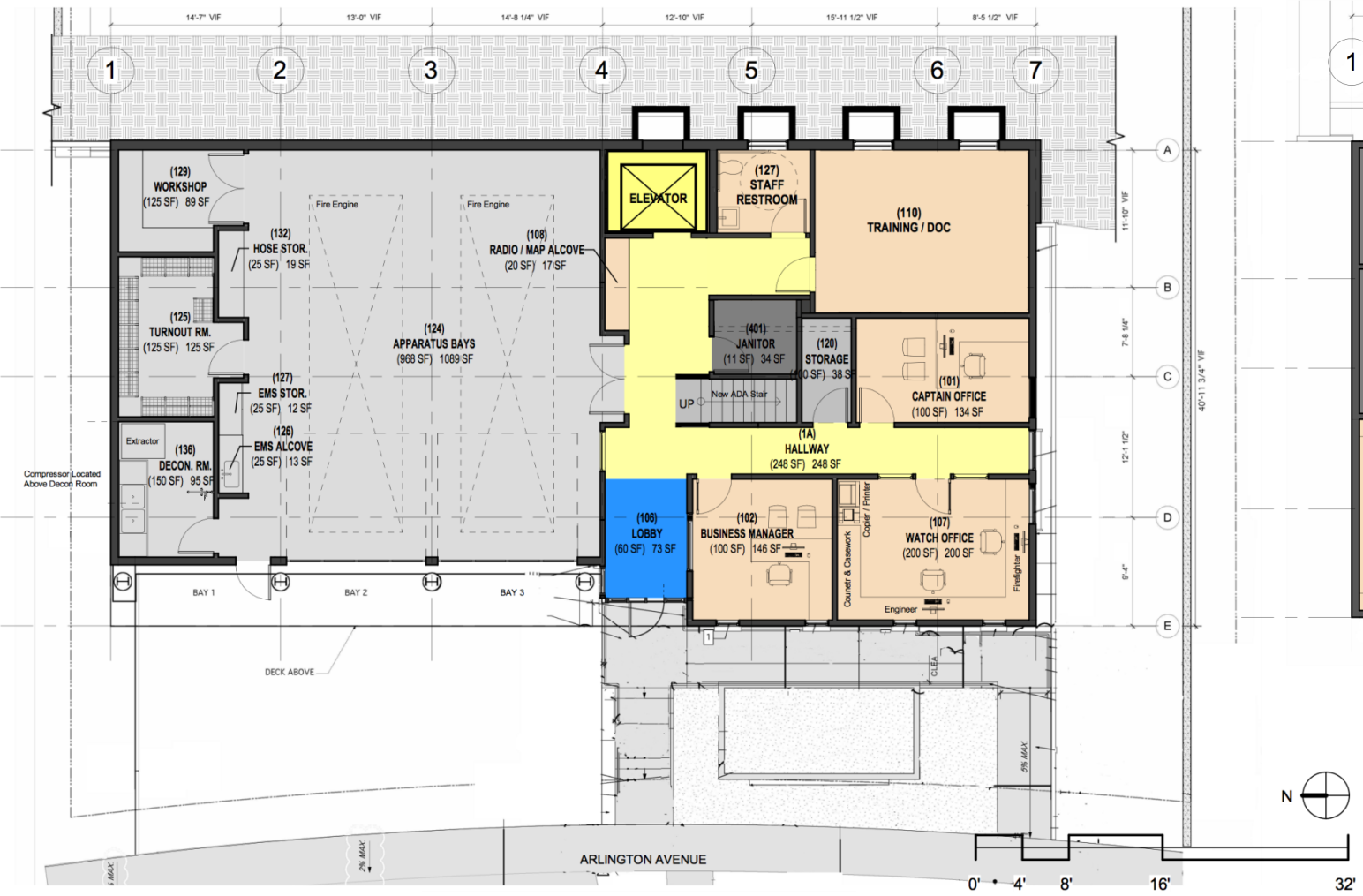
*NOTE: preliminary analysis verifies that the current plans to **not** increase occupancy*



existing level 01: new elevator



existing level 02: new elevator



scenario 01: *existing footprint, fire department only*

01/13/2021

Attachment D

Joint Status Report on PSB Renovation by Fire and Police Staff:

“Both Chief Pighi and Chief Schuld have prepared written comments reflecting the difficulties in developing a conceptual design that meets the facility requirements of both departments. These comments are attached to this report.”



**KFPD BOARD OF DIRECTORS MEETING
January 13, 2021
ITEM 7.1**



**KPPCSD BOARD OF DIRECTORS MEETING
January 14, 2021
ITEM 8**

JOINT STATUS REPORT ON PUBLIC SAFETY BUILDING RENOVATION AND CONSIDERATION TO INITIATE A JOINT REVIEW OF THE CURRENT CONCEPTUAL DESIGN BY MEMBERS OF THE KPPCSD AND KENSINGTON FIRE PROTECTION DISTRICT BOARDS

SUMMARY OF RECOMMENDATION

Receive a status report on the Public Safety Building renovation project, and consider directing staff to schedule a public meeting consisting of two members from each of the KPPCSD and KFPD boards to review the project.

BACKGROUND

A renovation or replacement of the KFPD Public Safety Building (PSB) has been a subject of consideration since 2016 when a seismic evaluation by Biggs Cardosa Associates Inc., Structural Engineers, determined that *"Because the building does not meet the latest seismic code requirements and due to its proximity to major earthquake faults there is the possibility that significant structural damage may occur with loss of life during a seismic event."* The report, dated 02/16/2016, recommended that *"the existing building be replaced or fully evaluated based on the requirements of the 2013 California Building Code by a registered Structural Engineer to determine the structural framing elements that are deficient"* and that *"a replaced structure would not only perform better during an earthquake but address many of the operational issues of the existing station."* It should be noted that the current 2019 CA building code is now two cycles beyond the 2013 version and has increased requirements for building life safety.

Subsequent studies of the PSB evaluated numerous options to remedy the safety and operational deficiencies of the building. In January, 2017, the architectural firm of RossDrulisCusenbery (RDC) presented a "Feasibility and Master Plan Final Report" which fully assessed the existing building, site, programmatic space requirements, civil infrastructure (BKF Engineers), structural (IDA Structural Engineers), and cost estimates (Mack5 Consultants) for the following:

- 1) Renovation (6K gsf at \$652psf = \$4M),
- 2) Replacement on site (14K gsf at \$579psf = \$8M), or
- 3) Building at a new location (19K gsf at \$595psf = \$11.5M).

In November, 2017, a geophysical investigation report by Advanced Geological Services on the existing PSB site stated that "No definitive fault indications were observed..." but suggested that "...there may be a geologic discontinuity...along the retaining wall between the back of the firehouse parking lot and the neighbor's yard." A further report by Rockridge Geotechnical in January 2018 stated that, "The location

of the suspected fault and resulting setbacks are expected to significantly limit the potential of extending the footprint of the proposed building to the eastern property line.”

At a KFPD board meeting on 09/11/2019, RDC presented a summary of the thirteen schemes studied to date which referenced a “Conceptual Retrofit Design” that included an explanation of the Alquist-Priolo Earthquake Zone Act. The Act “...prohibits the location of developments and structures for human occupancy across the traces of active faults” and limits alterations or additions of existing buildings on such sites to 50% of the value of the structure. RDC’s presentation detailed all the areas of both the Fire Department and the Police Department which are deficient and do not meet standards and practice codes for contemporary levels of service. The RDC recommendation, based on solving both the seismic vulnerability and the inadequate facilities for both departments, was to renovate the PSB for use by the Fire Department and to find safe and appropriate space for the Police Department elsewhere.

Before proceeding with this recommendation, the KPPCSD Board pursued the idea of having RDC develop a design that would house both the Fire and Police departments in the PSB, and the Board worked with the Fire District for permission to engage RDC to explore this possibility.

At its meeting of January 23, 2020, the KPPCSD Board, with the concurrence of the KFPD, approved an agreement with RDC in the amount of \$15,673 for their firm to develop a design for the renovation of the Public Safety Building that could accommodate space needs of both KFPD and the KPPCSD Police Department. It was understood that there was no guarantee that this work by RDC would result in a feasible design, but the Board majority felt that it was worthwhile to fund this additional work.

During the course of the work by RDC, several technical design issues arose that required additional analysis and meeting(s) with the Contra Costa County Building Official. These issues involved accessibility and seismic requirements for the renovated Public Safety Building, and were outside of the original scope of work contracted for by KPPCSD. To continue this architectural analysis, the KPPCSD provided additional funding for an Extra Service Request (ESR 001), with the cost of that ESR split evenly with the Fire District. The cost to each agency was approximately \$13,000.

On September 17, 2020, KPPCSD and KFPD staff received from the architect the draft conceptual plans for a new “Option D” for the renovated Public Safety Building. This conceptual plan incorporated an elevator and a wheelchair lift, and redesigned space on the ground floor to improve the layout of the Kensington Police Department based on prior comments from the department. The plan also incorporated an altered layout for the apparatus bays and support spaces. This conceptual design enclosed the outdoor deck area, and included modifications to meet accessibility codes.

Neither the Fire District nor the Police Department staff found design “Option D” to be completely acceptable, and both KPPCSD staff and Fire District staff participated in discussions with the architect to review their specific concerns associated with the conceptual design. At the November 11th, 2020, regular board meeting of the KFPD, the directors approved closing out RDC’s ESR007, effectively pausing any further work in lieu of the concerns expressed.

CURRENT STATUS OF BUILDING DESIGN

Following several additional discussions independent of RDC in December 2020 that included the KPPCSD General Manager Bill Lindsay, KFPD General Manager Bill Hansell, Police Chief Walt Schuld, and Fire Chief Michael Pigoni, Mr. Hansell made revisions to the prior conceptual Option D plan (attached)

that attempted to address concerns by each of the chiefs. Both Chief Pigoni and Chief Schuld have prepared written comments reflecting the difficulties in developing a conceptual design that meets the facility requirements of both departments. These comments are attached to this report. The managers and chiefs briefly discussed alternatives that would solve the space constraints of renovating the existing building, but, at this juncture, staff believes that it is important to receive a policy review by board members from each of the agencies so that there is an understanding at the governance level of what facility needs can and cannot be addressed through renovation of the Public Safety Building within the existing building footprint. Specifically, the general managers believe that the boards should authorize staff to schedule a joint committee consisting of two members of each board to review the status of the project in detail. (It may be noted that each board previously appointed a committee that could serve this purpose.)

While the agenda, format and objectives need to be more fully developed, the concept for a joint committee or board meeting is as follows:

- The meeting would be a public meeting;
- No decisions would be made at the meeting; it would involve a workshop-style presentation and discussion by members of both Boards to gather information needed for future, separate decision-making by each of the respective Boards;
- The meeting would be jointly facilitated by the general managers from both agencies;
- The workshop would include a presentation by KFPD General Manager Hansell, and police and fire staff, that would provide information on issues that are common to both agencies:
 - Overview and history of the project;
 - Review of initial design objectives;
 - Current status, including conceptual designs;
 - Feasibility of pursuing joint occupancy in the PSB;
 - Alternatives to joint occupancy in the PSB (if applicable);
 - Recommended process for closure on a final conceptual design;
 - Preliminary project schedule; and
 - Project budget estimate.

The above is meant only to be a tentative listing of topics to be addressed.

RECOMMENDATION

Receive a status report on the Public Safety Building renovation project, and consider directing staff to schedule a public meeting consisting of two members from each of the KPPCSD and KFPD boards to review the project.

FISCAL IMPACT

There is no significant additional fiscal impact associated with the recommended action described in this report.

ATTACHMENTS

- Current analysis of the renovated Kensington Public Safety Building as prepared by KFPD General Manager Bill Hansell
- Memorandum from KFPD Fire Chief Pigoni Regarding Public Safety Building Design
- Memorandum from KPPCSD Police Chief Walter Schuld Regarding Public Safety Building Design

SUBMITTED BY:

Bill Lindsay
Interim General Manager, KPPCSD

And

Bill Hansell
General Manager, KFPD



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530

(510) 215-4450 • FAX (510) 232-4917

www.el-cerrito.org



DATE: January 7, 2021

TO: Bill Hansell: General Manager

FROM: Michael Pigoni: Fire Chief

RE: **Revision G Comments**

Per your request after our meeting today regarding the Station remodel, I have updated my memo to you that was dated December 31, 2020. I have discussed the new layout represented in Revision G with the labor group as well as the management group to get more perspective views on the design. Below is a list of concerns, thoughts and wishes that were brought forward as well as ones of my own, many of which have already been shared.

- 1. Conference Room:** The Public Safety building currently has a joint use conference room that is approximately 285 sq. ft. Revision G has a joint meeting room that is technically within the PD side of the room and is only 220 sq. ft. While this is smaller than the existing room, it can be made to work, but would need confirmation that there is no security concern with PD in that the public/vendors/others would be entering this space. The importance of a dedicated conference/meeting room needs to be a high priority for potential large scale emergencies, shift meetings and/or training. There is also the concern that this shared room would be used as part time office space by non-sworn police staff or other CSD personnel. *Preference is still for a dedicated office for Fire on the first floor as well as a larger shared conference room accessed directly from the public area that is set up for training and to serve as a an EOC and/or DOC.*
- 2. Apparatus Bay:** Preference is to not lose the third apparatus bay. The spare bay provides room to reload hose packs, layout and inspect rescue equipment, work on projects, provide a training area for practicing with fire equipment, running positive pressure fans etc. without moving the apparatus outside. This space also provides area for growth if the District in the future wants to consider additional equipment to augment services. This could include a type 6 brush truck or a utility pickup, portable water tank trailer and pump with hose reels for pre-positioning during high fire danger, decontamination trailer, or an emergency equipment cache trailer with equipment similar to the CERT sheds that could be towed to neighborhoods in the event of a major event. *Preference is to leave hose/turnout racks where they are (which works fine) and look at modifying the work shop area to have the extractor towards the rear of the apparatus room.*
- 3. Kitchen:** It was pointed out that moving the kitchen to the current deck/patio area would create issues with using the outdoor barbeque grills that are located in the parking area just outside the kitchen window. This would require the firefighters to be moving back and forth between the kitchen and outside traversing the through the day room and stairs multiple times. Additionally, there appears to be a loss in storage area in the kitchen, mainly the pantry for each shift. *Due to the possible safety issue and disturbance to others, preference is to leave the kitchen in the current location with the revisions as laid out in Revision D.*
- 4. Bedrooms:** The bedroom layout permits two beds and a workstation/desk in each one. While normally only one person uses each bedroom at a time, during high fire danger (Red Flag) when the Department increases staffing, personnel are forced to share rooms. In retrospect of this current pandemic, it is evident that larger bedrooms would provide better isolation when additional personnel are required. An alternative to larger

rooms would be a 4th dorm that not only assists for additional staffing, but in looking to the future, it would provide the option for the District to consider a 4th firefighter and provided the NFPA 1720 required staffing of 4 personnel on an engine. A fourth firefighter, commonly referred to as 4/0 staffing would provide for safer and more efficient operations at emergency scenes. *Preference is for a total of 4 dorms with two beds in each that provide a minimum of 6' between the beds and a work station in each one.*

5. **Captain's Office:** The Captain's office is shown in what is currently the workout/electrical room. Three of the four walls have considerable amount of equipment including electrical panels, conduit, computer servers, phone system, etc. I would question if this infrastructure can be relocated easily. Additionally, attention needs to be made for insulating the walls to provide privacy when meeting/counseling personnel or other work that requires discretion. *Preference would be to increase the size of this room to allow to meet with the whole crew at one time and/or provide a dedicated larger office on the first floor.*
6. **Crew Office Space:** The work area/office off the day room for the engineer and firefighter is viewed as not optimal due to the potential distraction if someone else is in the day room. At a minimum, there should be a door installed and additional insulation with possible 6" walls to isolate outside distractions. *Preference would be to relocate the work spaces away from the day room.*
7. **Workout Room:** The relocated area for the workout room to the current kitchen area is not acceptable due to the size. This area is no larger than the current area being utilized (when including the area in the day room that is also used) and would actually have less floor space considering the walkway to access the parking lot cannot be used and must be kept clear. The other option discussed of using the current deck area is also not an acceptable location due to the noise distraction to the proposed Captains office and day room. This area is also smaller than currently being used when considering the area in the day room also being utilized for equipment. *Preference is to go back to Revision D design.*
8. **Radios:** While there is a location now for the dispatch printers by the doors to the apparatus on the first floor, there needs to be a location in the upstairs area to install the radios for both Richmond and Con Fire. The radios need to be located where they can be accessed easily. This will require something centrally located in the kitchen/dayroom area with countertop area for writing on next to them. Currently they are located adjacent to the kitchen on the counter under the historical cabinet and door to the stairwell. *Preference is to locate the radios on the second floor near the center workstation that is shown near the wheelchair lift for the upper day room.*
9. **Historical Display/Museum:** Revision G does not have any area designed for the historical items that are currently on display above the radio cabinet. History is extremely important in the Fire Service as are displaying items from years gone by. *Preference is to provide an adequate display cabinet in the day room area.*
10. **Restrooms:** I question the feasibility of only one restroom for PD and it is located on the first floor. There is no facility on the second floor. As currently designed, anyone in custody will need to be allowed to use the public restroom in the first floor hallway. This is a safety concern for Fire personnel and any public that is brought in. *Preference is that a secure restroom be provided for PD on the second floor to be more convenient for them and promote safety in the public areas.*
11. **Parking:** Parking behind the Station has always been a problem and was made even worse years ago when the emergency generator was installed and took up more spaces. Currently Fire has two spaces against the wall and then nose into the garbage can storage area. Every other day when there is shift change, it requires personnel to play musical chairs with the cars to switch out positions. Most days one or two oncoming firefighters will park in front of the Station which has and continues to generate complaints from citizens.

(unknown why) *Preference is to re-negotiate the contract with PD to provide one or two more parking spaces for Fire.*

12. Ballistic Protection: At this point, the location of the PD's armory is not indicated and assumed it would be back on the second floor if Revision G is followed, but once located, there remains the same concern as today for protection from an accidental discharge with ballistic reinforcement added to the walls and/or ceiling depending on final location.

KENSINGTON POLICE DEPARTMENT
217 Arlington Ave
Kensington, CA 94707-1401
(510) 526-4141



Walt Schuld
Interim Chief of Police

DATE: January 7, 2021
TO: Bill Lindsay, Interim General Manager
FROM: Walt Schuld, Interim Chief of Police
SUBJECT: Public Safety Building

I have reviewed the latest proposal "Option G" for sharing space with the Fire Department in the Public Safety Building. There are concerns about the amount of space available to provide for a professional and efficient police department.

Our existing space consists of 1222 sq. ft. which is constricted but if needed we can make it work. Option G shows our gross square footage to be 1,025 sq. ft. We lose 200 sq. ft. of usable space. In addition, with the insertion of a mandatory computer room¹ of at least 110 sq. ft. we lose a total of 310 sq. ft. from an already confined space. The following are the deficiencies that we will have with Option G:

1. We are losing more space rather than gaining needed space.
2. We lose the office for the sergeants to do paperwork or conduct counseling sessions.
3. We lose dedicated workstations for the Police Services Assistant to run stats, purchase supplies, arrange for training, keep records, fill out reports for DOJ, etc.
4. We lose a dedicated workstation for the Detective and Traffic/Community Services officer. Both are on the computer for all our law enforcement software and responding to the community by email, phone and zoom meetings.
5. Nine employees will have to share three workstations.
6. We lose our evidence storage including temporary storage.
7. No room for growth for Reserves or Volunteers. Volunteers would have to be offsite.
8. No sink, small refrigerator, or cupboards. Officers will be required to keep non-perishable food items in their uniform lockers or eat out.
9. Live Scan machine will have to take the space of one of the file cabinets.
10. No separate locker room for females.
11. Only one public restroom (not very significant but we currently have a private restroom upstairs and a public restroom downstairs).

Some of the above deficient areas we can make do without but overall, I cannot recommend that the police department attempt to fit into a 1,025 sq. ft. space. The proposal actually deteriorates the conditions that is now available for the police department and certainly does not look toward future growth (volunteers, reserve officers, and cadets).

Walt Schuld
Interim Chief of Police

¹ Department of Justice requirement to have a secure computer room. We are currently out of compliance.

03/11/2021

Attachment E

Preliminary Needs Assessment & Financial Analysis:

- *PS Building constructed in 1970.*
- *Remodeled in 1999.*
- *Since KPD's establishment in 1946, there has been substantial increase in staffing.*
- *1946 – 2 Police Officers,*
- *1957-'99 – 5 Police Officers, and*
- *2000 to present – 6 to 10 Police Officers.*
- *There are many more regulatory and reporting demands of law enforcement than when KPD was first established.*
- *Although staffing and regulatory conditions have increased over the years, there has been no significant expansion of workspace.*
- *Department of Justice Non-Compliance.*
- *Lack of space for confidential work.*
- *Currently, there is no owned or leased space for the Administrative staff. With one exception, everyone is working remotely or in temporary spaces.*
- *Lack of sufficient and confidential physical storage, filing and archiving space.*
- *Existing working conditions reduce efficient use of staff time (e.g., confidential matters must be postponed due to lack of confidential work area).*
- *In the United States, it is uncommon for Fire and Police to be co-located in the same facility. For example, out of approximately 18,000 police departments in the United States, less than 150 have consolidated services under one roof.*

Where should the future home of the KPPCSD be located?



Preliminary Needs Assessment & Financial Analysis

Kensington Police Protection and
Community Services District

March 11, 2021



Existing facilities often fail on the criterion of adequate space. In most cases, increases in police services and personnel have not been accompanied by increased space to support them.

It is common for police department staffing and operations to have expanded significantly along with community needs and growth since the time the existing facility was built or acquired. In many cases, an existing police facility may provide very little of the total required space that a detailed space needs analysis will recommend.

**~ Police Facilities Planning Guidelines,
International Association of Chiefs of Police**



Presentation Objectives

To provide an overview and understanding of:

- Current Status of Project
- Existing and Future Working Conditions
- Public Safety Considerations of Employees
- Industry standards for police facilities, and
- Preliminary financial analysis of the most promising options for the future home of KPPCSD.



Presentation Outline

- Introduction & Overview
- Modern Law Enforcement: Today's Regulatory & Administrative Framework
- Industry Standards
- Employee Safety & Continuity of Service
- Location & Housing Options
- Preliminary Financial Analysis



Introduction & Overview



Project Status

- Long standing Fire District and KPPCSD discussions and analysis to renovate the Public Safety Building.
- Several scenarios considered:
 - Renovate existing building footprint for both Fire and KPD.
 - Renovate existing building for Fire District and relocate KPD to another facility:
 - Buy/lease an existing facility for KPD, or
 - Build a new KPD on vacant land.
 - Build a new joint Public Safety Building.
- For the past several months, the focus has been to renovate the existing Public Safety Building and building footprint to accommodate both Fire and Police.
- Meanwhile, KPPCSD staff have also been exploring lease and/or lease-to-own options in the event the renovations cannot accommodate both Fire and Police.



Existing Conditions

- PS Building constructed in 1970.
- Remodeled in 1999.
- Since KPD's establishment in 1946, there has been substantial increase in staffing.
 - 1946 – 2 Police Officers,
 - 1957-'99 – 5 Police Officers, and
 - 2000 to present – 6 to 10 Police Officers.
- There are many more regulatory and reporting demands of law enforcement than when KPD was first established.
- Although staffing and regulatory conditions have increased over the years, there has been no significant expansion of workspace.



Existing Conditions (Cont.)

- Department of Justice Non-Compliance.
- Lack of space for confidential work.
- Currently, there is no owned or leased space for the Administrative staff. With one exception, everyone is working remotely or in temporary spaces.
- Lack of sufficient and confidential physical storage, filing and archiving space.
- Existing working conditions reduce efficient use of staff time (e.g., confidential matters must be postponed due to lack of confidential work area).



Existing Conditions (Cont.)

- Lack of privacy for routine work (e.g., difficult to work in same space when one person is on the phone while another is trying to write a report).
- Insufficient work square footage for social distancing and/or the next public health and safety risk.
- Shortage of restroom facilities.



Modern Law Enforcement: Today's Regulatory & Administrative Framework



Requirements

- **Department of Justice Requirements:**

District is out of compliance. DOJ requires 110 square feet of secured space.

- **Required Evidence Room:**

Contracting out to secure evidence is cost prohibitive and not considered a best practice or the industry standard.

- **Minimum Equipment and Space Requirements:**

- **Patrol Officers** - 3 computers for 6 patrol officers.
- **Sergeants** - 2 computers in one office and adequate space to perform necessary job functions.

- **Confidential Workspace Requirements:**

In addition to the Police of Chief, any other management and Sergeants need work spaces that allow for confidential meetings and discussions (e.g., Internal Affairs investigation, performance evaluations, disciplinary action, meeting with members of the public on confidential matters).



Deficiencies & Constraints

- **Secured Filing, Storage and Archiving:**
Lack of secure physical storage, filing and archiving space, especially for State Regulated & Confidential Files.

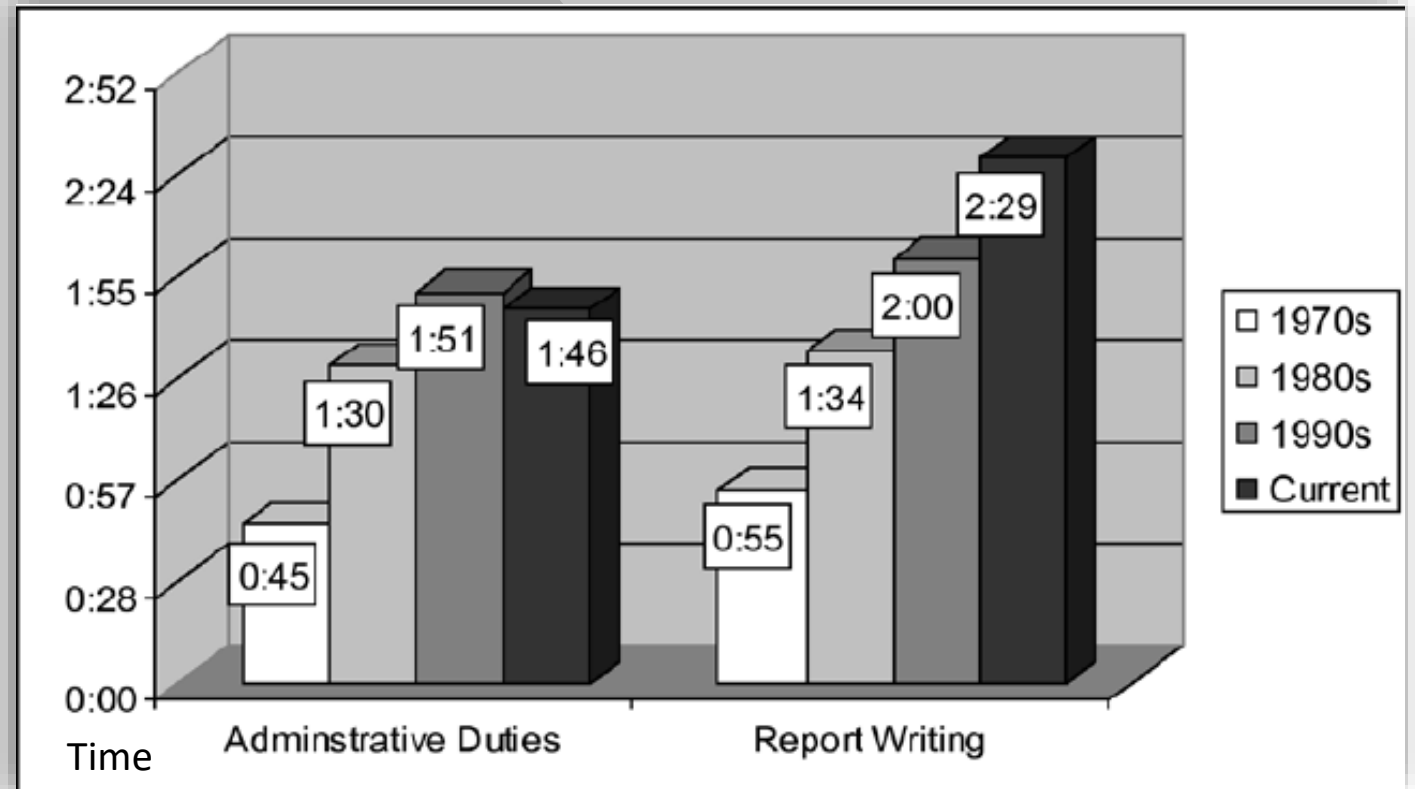
Employee Background Files	Officer Field Training Program files
Internal Affairs Investigations	Homicide/Major Crimes Investigations
Personal Files	Counseling Files
Human Resource Files	Payroll
Evidence Documentation	Citizen Complaints
Fleet Equipment & Building Maintenance	Police Forms (Citations, Towing, Legal)
Community Forms	Department of Justice Data (AB 392)

- **Administrative Staff:**
Insufficient space in PS building to co-locate administrative support staff with KPD.
- **Restroom Facility Shortage:**
There is one restroom on the first floor shared by Police, Fire, Administrative and Civilian Staff as well as the public. There is also one sub-standard bathroom upstairs used by 6 patrol officers.



Administrative Duties – Changes Over Time

While police administrative and reporting duties, as well as the demand for service, have increased substantially over the past 30 years, the number of officers in police departments has not increased proportionally to meet these demands.



Source: Malm, Aili & Pollard, [Utilizing activity-based timing to analyze police service delivery](#). Law Enforcement Executive Forum, 2007.

Routine Duties & Activities

Important and Essential Duties for Police Sergeant and Other Police Management:

- ✓ Plans, schedules, organizes, assigns, reviews and evaluates the work of sworn and non-sworn staff on an assigned shift.
- ✓ Provides input into selection, disciplinary and other personnel matters; may counsel employees as required.
- ✓ Plans, develops, presents and maintains records of training programs; trains staff in work procedures; reviews and approves reports prepared by sworn staff.
- ✓ Oversees, reviews and evaluates a variety of departmental programs and County-wide joint ventures; may represent the department and the District in contacts with other law enforcement agencies.
- ✓ Directs ongoing and sensitive internal affairs investigations.
- ✓ Schedules the work of employees to provide for coverage and makes day-to-day assignments as required by the needs of the department.
- ✓ Assists in the preparation and administration of the departmental budget; prepares grant proposals for various state and federal programs.
- ✓ Performs the full range of patrol duties.



Source: Kensington Police Protection and Community Services District Police Sergeant and Chief of Police Job Description, KPCCSD.org
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Routine Duties & Activities

Administrative Staff Support of KPD Activities:

- ✓ Budget,
- ✓ Payroll,
- ✓ Public information requests,
- ✓ Political matters,
- ✓ Policy related action and response,
- ✓ CalPERS management,
- ✓ PD regulations & Grants,
- ✓ Police Fleet, Purchase Equipment,
- ✓ Legislation and State Mandates,
- ✓ Injury on Duty,
- ✓ Police equipment,
- ✓ Uniforms,
- ✓ Legal related issues,
- ✓ Employee recruitment,
- ✓ Hiring, discipline, and
- ✓ Termination.



Routine Duties & Activities

Officer	
On patrol (% of time)	Admin (% of time)
75%	25%

Sergeant	
On patrol (% of time)	Admin (% of time)
50%	50%

Paperwork consumes officer hours that could be better spent Protecting the public and solving crimes. ~ J. Careless, Police One Magazine, 2019

15 to 20 years ago, officers would spend 10 to 15 percent of their time on administrative tasks, but the number has ballooned to over 50 percent.

~ Chief Michel Moore, LA PD, My News LA, 2019

While incident reporting is vital to police work and helps move criminal proceedings forward, officers spend a significant portion of their workdays on documentation. According to a recent survey, officers say they spend three hours or more per shift on paperwork.

~ M. Geremia, Police Chief Magazine, June 2019



Industry Standards



Employee Workspace

The average net usable square feet per employee ranges broadly from one business to the next. However, survey results show that 93% of companies provide 100 square feet of work space or more per employee.

Survey Results - Square Footage per Employee:

- 41% provide 200 square feet or more.
- 34% provide 150-199 square feet.
- 18% provide 100-149 square feet.
- 4% provide 75-99 square feet.
- 3% provide less than 75 square feet.

Current Kensington PD Employee Office Space:

- 38-56 square feet per employee.



Source: SA Office of Government Wide Policy, *Workspace Utilization and Allocation Benchmark Report*, July 2011

Proposed Plan:

- Reduces available PD space by 200 square feet from 1220 square feet to 1020.

Police & Fire Operations

- In the United States, it is uncommon for Fire and Police to be co-located in the same facility. For example, out of approximately 18,000 police departments in the United States, less than 150 have consolidated services under one roof.
- However, when a joint public safety building has been ***designed*** to accommodate both professional disciplines with adequate space, there can be financial benefits to co-location.
 - Police Schedule – 12-hour shifts; 24/7.
 - Fire Schedule – Live on site; sleep at night (if there are no 911 calls).



Sources: International Association of Chiefs of Police, 2014; and Pathways to consolidation taking stock of transitions to alternative models of police service, Michigan State University Report, 2015.

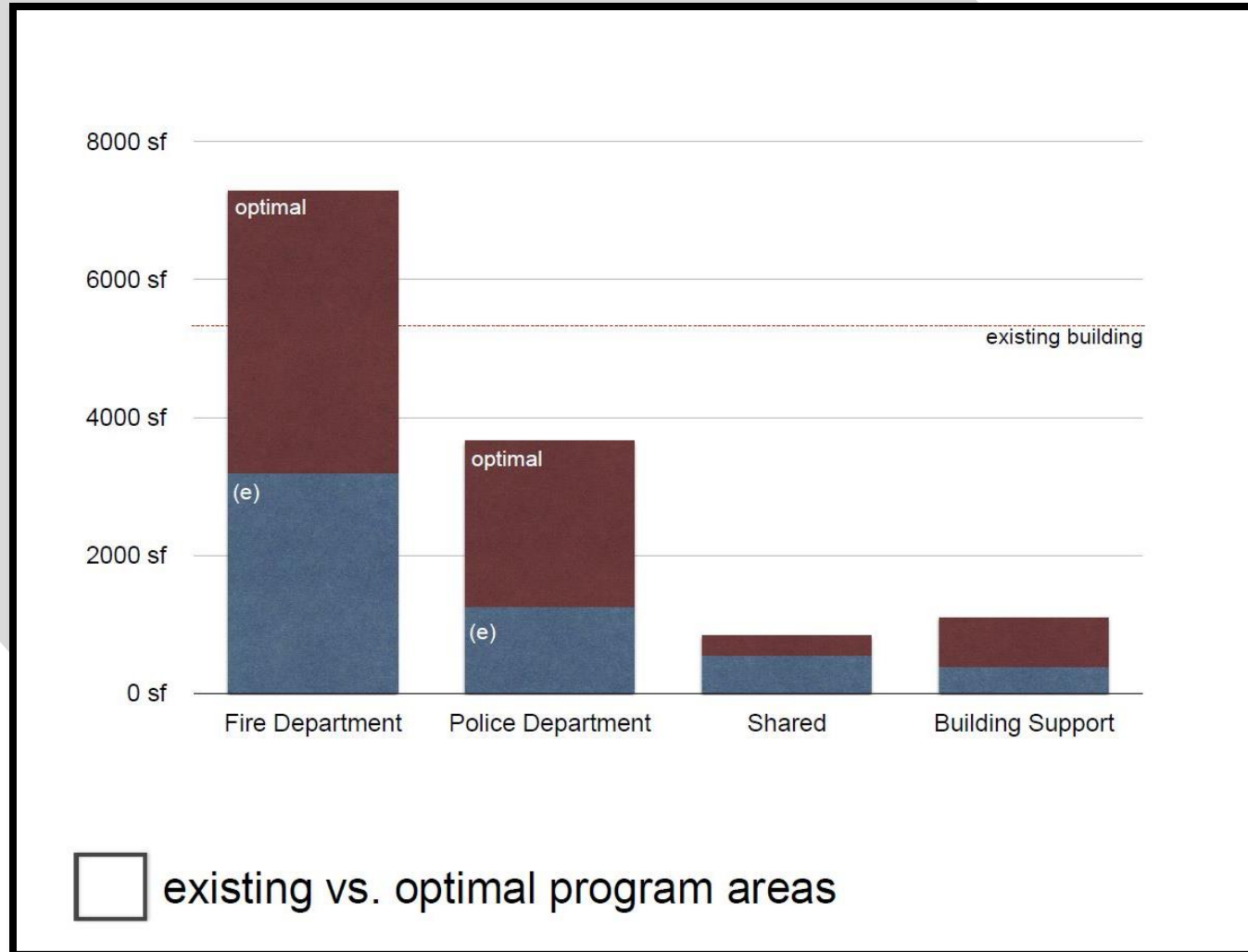
Fire District Feasibility Study Results

DEPARTMENT	EXISTING		REDUCED		OPTIMAL		OPTIMAL WITH CUTS	
	Staff	NSF	Staff	NSF	Staff	NSF	Staff	NSF
FIRE DEPARTMENT	3	3,202	5	5,700	5	7,287	5	5,955
POLICE DEPARTMENT	*5	1,269	7	2,880	8	3,668	8	2,488
SHARED SUPPORT	0	892	0	338	0	838	0	500
BUILDING SUPPORT	0	585	0	990	0	1,100	0	990
Totals	8	5,948	12	9,908	13	12,893	13	9,933

*Table Not Accurate – reflects table as published in 2016. KPD has 10 employees.

Source: Ross, Drulis, Cusenbery, Architecture, Inc., Fire District Feasibility Study, Kensington Fire Station Preliminary Space Requirements (PSR), December 14, 2016.

Fire District Public Presentation - 2019



Source: Kensington Public Safety
Building, Public Forum: Status
Update, November 16, 2019.

Employee Safety & Continuity of Service



Considerations

- **PSB Seismically Unsound**

Cracks are visible in the Office walls.

- **Employee Health & Safety - Confined Workspace**

The current situation presents serious health and safety challenges for first responders working in close proximity without adequate ventilation.

- **Public Health Preparedness**

The current co-location hinders comprehensive preparedness for the next pandemic and/or public health emergency.

- **Disadvantage of Co-Location**

The PSB would likely be uninhabitable post-earthquake or fire eliminating Kensington's only first responder facility and likely damaging apparatus and vehicles.

- **Advantage of Separate Facilities**

To mitigate the potential of irreparable damage to both police and fire facilities and apparatus/vehicles at the same time during a local/regional public health and safety emergency.



Location/Housing Options & Preliminary Financial Analysis



Location/Housing Options

- **Option #A:**
KPD to stay in the PS Building and lease 1020 square feet of newly renovated space from the Fire District.
Administrative staff to be located in separate leased location.
- **Option #B:**
KPPCSD lease space in separate location and co-locate KPD and administrative staff together.
- **Option #C:**
KPPCSD and/or Fire District separate or together construct new PS building on vacant land in the District.



Preliminary Financial Analysis

- **Option #A:**

KPD to stay in the PS Building and lease 1020 square feet of newly renovated space from the Fire District. Administrative staff to be located in separate location.

- **Cost*:**

- Temporary location during renovation, tenant improvements : ~\$150K.
- Currently, the District Pays the Fire District \$3050 per month.
- Although currently unknown, after renovation the lease rate will increase.
- Administrative staff will need to lease a separate physical location estimated to cost a minimum of \$900 per month.



Preliminary Financial Analysis

- **Option #B:**
KPD and Administrative staff lease
(or lease-to-buy/own) space in separate location.
- **Cost (Tenant Improvements Only):**
 - **Minimum Upgrade - \$150-300/square foot,**
includes minor interior remodeling, tenant
improvements and minor electrical upgrades.
Example: 2500 square feet = \$375,000 to \$750,000
 - **Medium Level Upgrade - \$400-600/square foot,**
Greater electrical upgrades and improvements.
Example: 2500 square feet = \$1-1.5 Million
 - **Highest Level Upgrade - \$800-1200/square foot,**
Ensures the highest level of upgrades, everything to
code and seismically sound.
Example: 2500 square feet = \$2-3 Million



Preliminary Financial Analysis

- **Option #B (Cont.):**
KPD and Administrative staff lease space in separate location.



Potential Lease Rate (Post TI) – 15 Year Lease:

	FIRST 2 YEARS			3 rd YEAR	4 th – 15 th YEARS			+ CPI in YEAR 6, 8, 10, 12, 14
	COST	NSF	ADDITIONAL	COST	ADDITIONAL	COST	COST	CPI
UPSTAIRS	\$2,800/Mo	1041	+ \$200/Mo	\$3,000/Mo	+ \$500/Mo	\$3,500/Mo	\$70-\$350	2%
DOWNSTAIRS OFFICE + BASEMENT	\$2,500/Mo	1,615	+ \$500/Mo	\$3,000/Mo	+ \$300/Mo	\$3,800/Mo	\$76-\$380	2%
Totals	\$5,300/Mo	2,656 Sq Ft	+ \$700/Mo	\$6,000/Mo	+ \$800/Mo	\$7,300/Mo	\$146-\$730	\$7,466 - \$8,030

Preliminary Financial Analysis

- **Option #C:**
KPPCSD and/or Fire District separate or together construct new optimal PS building on vacant donated land in the District.
- **Cost:**
 - **Land donated and new construction: ~ 800/square foot.**
 - **PD and Admin Staff Only: 3,000 SF; \$2.4 Million***
 - **Fire, PD and Support Staff: 10,000 SF; \$8 Million***



**Source: based on the "Optimal with Cuts" scenario from the Fire District Feasibility Study, 2014.*

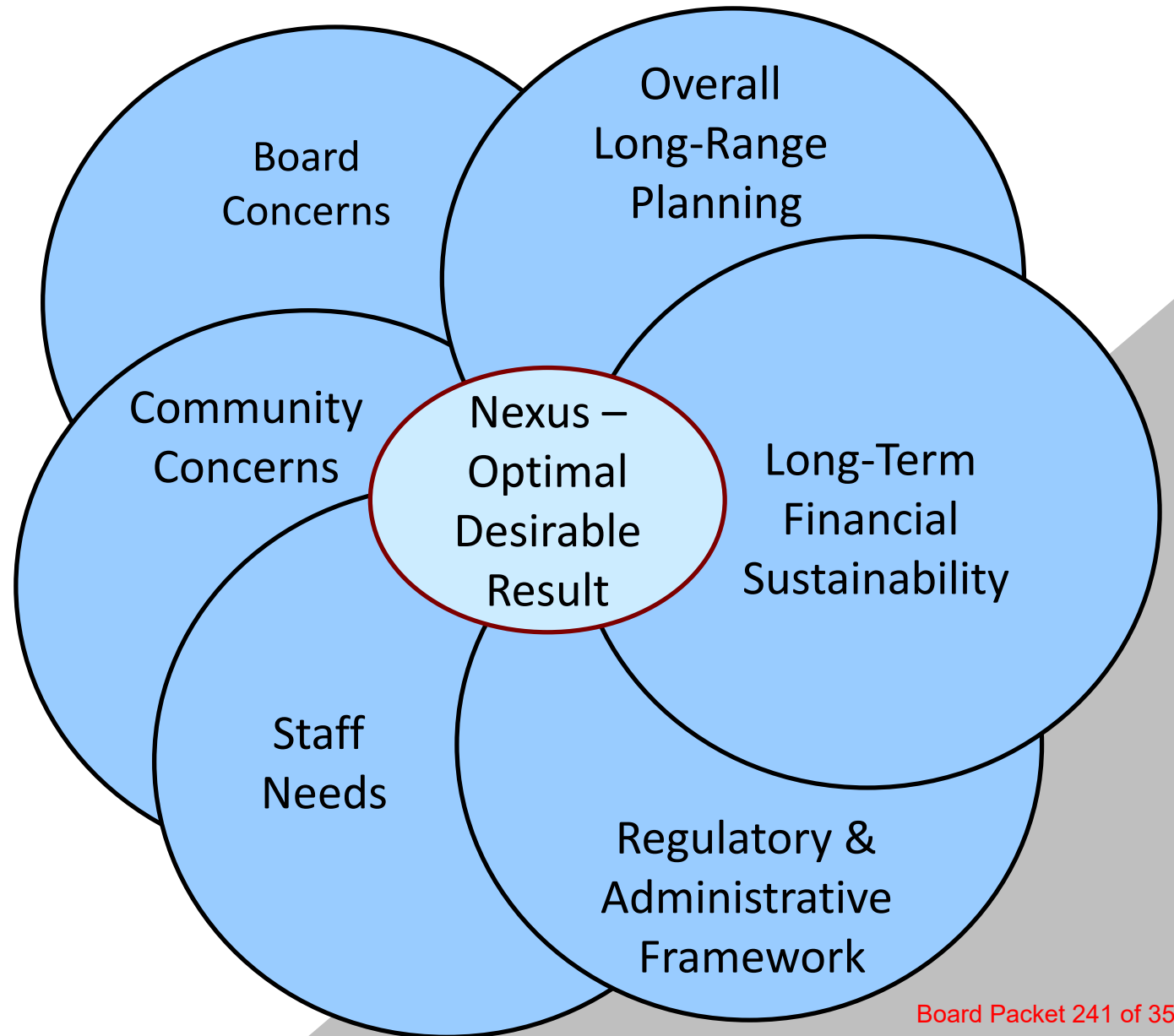
Preliminary Financial Analysis

Side by Side Cost Comparison of Options

Item	Option #A: Stay in PS Building	Option #B: Lease Space	Option #C: Construct New Building
Space	KPD – 1020 Sq. Ft. Admin. – 310 Sq. Ft.	2656 Sq. Ft. (both KPD and Admin.)	3000 Sq. Ft. or 10,000 Sq. Ft. (with or without Fire)
One-Time Expense	~ \$150K (Tenant Improvements to Temporary Space)	~ \$375K to \$3 Million*	~ \$2.4 Million or \$8 Million
On-going Expense	> \$4000/month	\$5300 to \$8030 (over 15 years)	Ongoing Building and Site Maintenance

*One-time cost for tenant improvements likely in the minimum to medium upgrade range. See slide 26.

Conclusion: Responding to the Present, Preparing for the Future



03/25/2021

Attachment F

Joint Special Mtg on the Future Location of Fire and Police Departments:

- *1996: KFPD requests Needs Assessment, noting ‘The PSB may not be able to be renovated on the present site due to space limitations. Accommodations for the ADA and the functional needs of the police and fire departments may not be able to be met on such a small site.’*
- *2019: RDC presents a summary of thirteen schemes studied to date. RDC’s presentation details all the areas of both the Fire Department and the Police Department which are deficient and do not meet standards and practice codes for contemporary levels of service. Based on solving both the seismic vulnerability and the inadequate facilities for both departments, RDC recommends renovating the PSB for use by the Fire Department and finding safe and appropriate space for the Police Department elsewhere.*



Joint Special Meeting on the Future Location of KFPD & KPPCSD Departments & Offices

KFPD AND KPPCSD | MARCH 25, 2021, 7:00PM

Introduction

FACILITATOR:

BILL LINDSAY

KPPCSD STAFF:

GENERAL MANAGER MARTI BROWN

POLICE CHIEF WALT SCHULD

KFPD STAFF:

GENERAL MANAGER BILL HANSELL

FIRE CHIEF MICHAEL PIGONI

Overview: Project Status

History

- 1971: PSB constructed.
- 1989: Seidelman Associates conducts a geotechnical study to assess structural issues. Data did not determine if damage was "...caused by soil conditions, fault creep, inadequate foundation design, or construction."
- 1990: ADA (Americans with Disabilities Act) passes and subsequently incorporated into CA Building Code (Note: Federal and State compliance.) KFPD notes need to address accessibility issues. Around this period, KPPCSD requests expansion of its admin offices to the ground floor.
- 1995: KFPD Board investigates long-term capital needs of the PSB including full scope renovation to provide "(1) Compliance w/ADA; (2) Seismic structural safety; (3) Compliance with modern building and fire codes; and (4) the functional needs of the Police and Fire Depts."

Overview: Project Status

History

- 1996: KFPD requests Needs Assessment, noting *“The PSB may not be able to be renovated on the present site due to space limitations. Accommodations for the ADA and the functional needs of the police and fire departments may not be able to be met on such a small site.”*
- 1997: Fire Chief’s memo (03/05/1997) presents a Needs Assessment focused on:
 - 1.) Inadequate Parking;
 - 2.) Restricted Street Access;
 - 3.) Structural Deficiencies;
 - 4.) Building Space Needs; and
 - 5.) Building Systems.

“If the building is forced to comply with the Alquist-Priolo Special Studies Zone Act, it is highly likely that an alternative site will have to be found.” The memo described alternative locations and included an Emergency Response Time Analysis, as well as a Vacant Parcel Availability and Suitability Review.

Overview: Project Status

History

- 1999: Extensive renovation relocates both departments internally and seismically reinforces the garage opening frames. Cost = +/--\$600K.
- 2005: Interior renovation of living quarters and structural reinforcing of apparatus bays. Cost = +/--\$320K.
- 2010-11: Renovation of site at building entry and driveway w/structural shoring, siding, and window replacements. Cost = +/--\$350K.
- 2014-15: Apparatus Room remodel = +/--\$337K.
- 2016: The Biggs Cardosa Associates, Structural Engineers, assessment notes, *"Because the building does not meet the latest seismic code requirements and due to its proximity to major earthquake faults there is the possibility that significant structural damage may occur with loss of life during a seismic event."*

Overview: Project Status

History

- 2017-18: Ross Drulis Cusenbery (RDC) Architects presents a “Feasibility and Master Plan Final Report” which fully assesses the existing building, site, programmatic space requirements, civil infrastructure (BKF Engineers), structural (IDA Structural Engineers), and cost estimates (Mack5 Consultants). Advanced Geological Services and Rockridge Geotechnical study the potential fault conditions of the site.
- 2019: RDC presents a summary of thirteen schemes studied to date. RDC’s presentation details all the areas of both the Fire Department and the Police Department which are deficient and do not meet standards and practice codes for contemporary levels of service. Based on solving both the seismic vulnerability and the inadequate facilities for both departments, RDC recommends renovating the PSB for use by the Fire Department and finding safe and appropriate space for the Police Department elsewhere.
- 2020: RDC explores options for continued joint occupancy and code constraints. General Managers and Chiefs meet in December to review/assess options.
- 2021: Joint staff report to KPPCSD & KFPD Boards recommends joint meeting.

Overview: Project Status

Existing Conditions



Apparatus Room



Parking

Overview: Project Status

Existing Conditions



Day Room



Laundry / Egress to Parking



Elect Rm / Exercise Rm



Overview: Project Status

Existing Conditions



Offices in Bedrooms



Bedroom



Medic Office in Bedroom



Overview: Project Status

Existing Conditions



Overview: Project Status

Existing Conditions

Office work area for Captain, Police Services Specialist, Detective, Sergeants, Patrol Officers and Traffic Safety

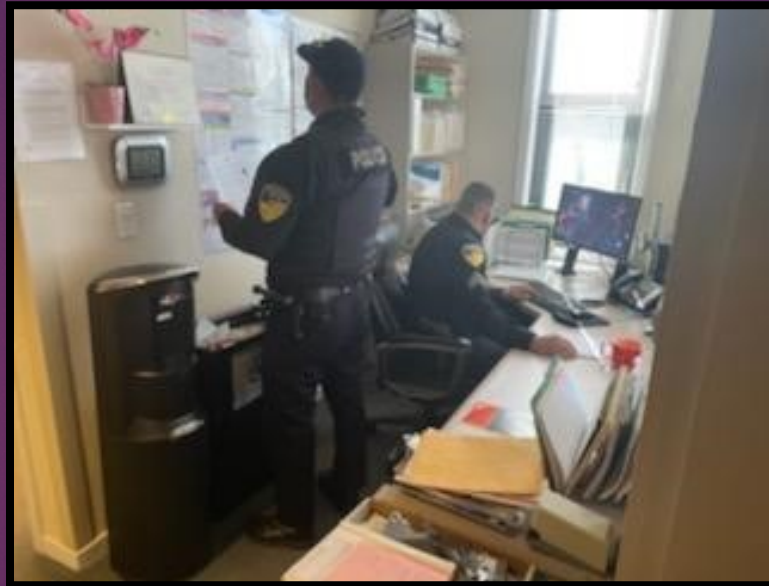


Overview: Project Status

Existing Conditions



Locker Room



Front Counter



Storage Space

Overview: Project Status

Existing Conditions



Filing Area



Filing Area



Cuffing bench

Minimal Operational Needs

KPPCSD & KFPD STAFF

“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.” - KFPD Mission Statement

KFPD Operational Needs

- Seismically safe building that ensures minimal damage and does not affect operations in the event of a severe earthquake.
- Ample parking behind the station that allows room for crew swaps (6 spaces).
- Enclosed apparatus parking areas (apparatus bay) that provide easy access during response times, room for current and future apparatus needs, room for laying out equipment for maintenance and training, and security to prevent loss of equipment.
- Shop area that provides ample room for working on equipment.
- Public area on the first floor for meeting the public, e.g. vendors.
- KFPD Administration Office for GM & Exec Asst with secure financial and general records storage and server space.

KFPD Operational Needs

- Office space on the first floor for the Station Captain to conduct business and complete daily operations with privacy for conducting personnel evaluations and talking with the public.
- Office space accommodating three workstations with adequate acoustical separation for the other crew members for writing reports, filling out maintenance logs, and completing mandated on-line training.
- Conference room that allows space for training and teaching while also large enough to use as a Department Operational Center (DOC) or an Emergency Operations Center (EOC) in the event of a localized or widespread event.
- Private living facilities separated from public areas with acoustical privacy that are not interrupted by day to day operations work.
- A dedicated fitness room, as cardiac events continue to be the leading cause of firefighter deaths and on-site resources are needed to minimize these risks.

KFPD Operational Needs

- Separate laundry facilities, as required by NFPA 1851, for contaminated PPE and uniforms from the residential laundry where bedding, towels and personal belongings are washed.
- Four separate bedrooms designed with a minimum of two beds each with dimensions that comply with social distancing requirements. Second beds allow for up-staffing during high fire danger periods.
- Minimum of two full accessible bathrooms to provide privacy for mixed gender crews.
- Kitchen / Dining area that provides room for the crew to work together in meal preparation and storage of food and supplies with three refrigerators/freezers and three pantry storage cabinets.

KFPD Operational Needs

- Day room that provides a comfortable space for the crew to talk, unwind, watch TV, read, and otherwise lower stress.
- Secure storage area for narcotics and other medications required for ALS medical care.
- Storage area outside of the apparatus bay for other medical supplies.
- Storage for PPE isolated for contaminations in the apparatus room and free of fluorescent light.

KPPCSD Operational Needs

- Parking for 7 vehicles.
- Computers and desk space for all administrative duties.
- Space to safely process and secure evidence according to industry standards.
- An armory to safely and securely keep department owned firearms, ammunition, less lethal weapons, surplus handguns, and range equipment.
- Booking area with adequate space for a Live Scan machine.
- Secure space to safely hold vital information, files, records, and everyday generated paperwork.

KPPCSD Operational Needs

- Office space for management and Sergeants to complete the necessary functions of their positions.
- Office space for non-sworn staff to complete the necessary functions of their positions.
- A dedicated space for conducting department meetings, interviews, etc.
- Dedicated room for a Department of Justice (DOJ) compliant server.
- Lobby for meeting and working with the public during regular business hours.
- Space, computers and other office equipment for administrative staff.

Design Variables/Constraints

- Existing Building Area: +/-5,800sf.
- On Site Parking: Currently limited to 8 (KPD reserve 6). Total requested = 13.
- Alquist-Priolo Act: PSB is 47' from potential fault. No footprint expansion within 50' and no occupancy count increase allowed.
- Accessibility Compliance: CA Building Code in addition to Federal Law (ADA).
- Seismic, Accessibility, and other standards trigger full compliance of 2019 CA Bldg. Code. A new code is adopted every 3 years increasing standards.
- Construction Cost Inflation: CA Index has doubled since the late 1990's.
- Current Capital Reserves v. Interest rate of loans. Financial Planning considerations.
- Construction Schedule: Renovation consists of +/- 9 months of design/permitting/ bidding +/- 15 months of construction = 2 year process after decision to proceed.

Design Variables/Constraints

- Temporary Facility Cost = +/- \$1M for Fire Dept. + \$150K for Police Dept.
- State and Federal Guidelines/Requirements for Fire & Police standards. NFPA Standards and Labor Group requirements need to be considered.
- Relationship of employee efficiency to space limitations.
- Effect of separation of General Admin from staff. Cost for separate offices (Rent v. Own comparison).
- Cost of miscellaneous services due to lack of space, e.g. evidence room.
- Ability to accommodate future needs, required standards, or increased services.
- Ability to accommodate future pandemic protocols, if necessary.
- Limited local options for renovating, renting, building new.
- Consequences of decision: Level of Service corresponds to Quality of Facilities.

Design Variables/Constraints

“The fire station is more than a place to show up for work. In fact, it is our second home where the men and women that work at Kensington Fire Station literally spend one third of their life. Considerations need to be taken to ensure seismic safety, personal safety, cancer prevention, physical fitness, stress reduction and privacy while providing a very efficient delivery of the services provided to the community.” – KFPD Staff

“The Police Department is expected to convey a professional image to the public we serve and other public agencies we work with. This instills confidence in Kensington residents and creates a positive image of our employees who provide exceptional service. Residents who visit or request service need a safe, private, and comfortable place to stay while reporting their critical incident. KPD employees work forty (40) plus hours a week with police personnel onsite twenty-four (24) hours a day. The police department should convey a place of protection and wellbeing for its residents and for its employees to work productively. In addition to creating a building design that accommodates these activities and image, it should also be seismically sound and comply with all local, state, and federal regulations.” – KPPCSD Staff

04/08/2021

Attachment G

Potential Impact of Future Renovation on Kensington Police Department:

- *No Office Space for the Police Services Assistant.*
- *No office space for the Traffic Safety Officer.*
- *No office space for two Sergeants.*
- *No office space for a Detective.*
- *No evidence Room or temporary storage lockers for evidence.*



KPPCSD



Kensington Public Safety Building: Potential Impact of Future Renovation on KPD

Walt Schuld, Interim Chief of Police
Marti Brown, General Manager



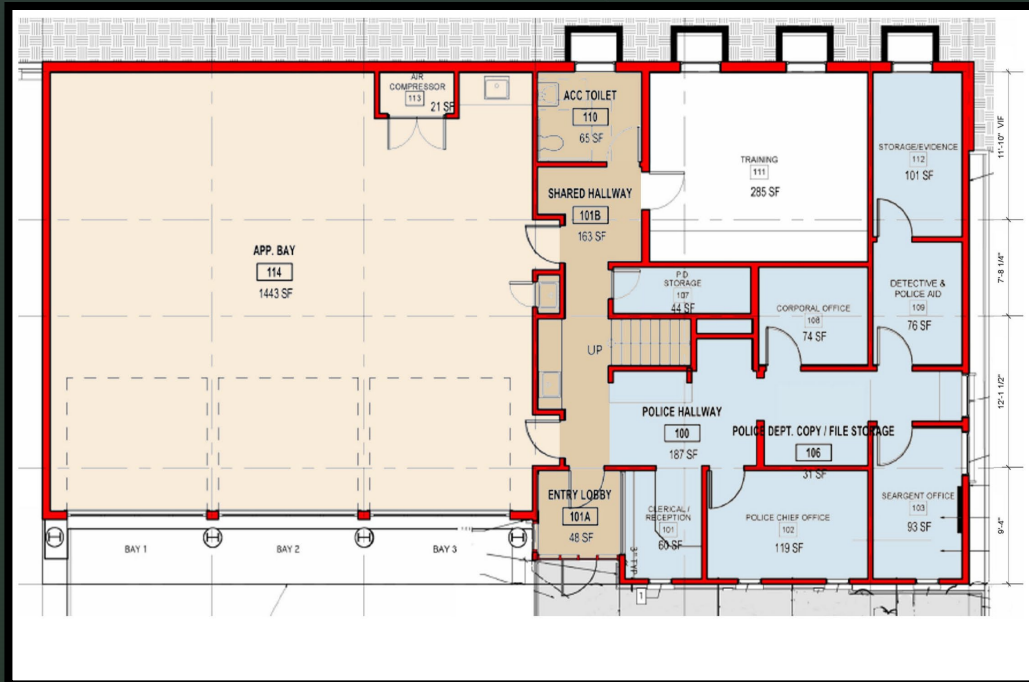
AGENDA



- Existing Building Footprint
- Proposed Renovated Building Footprint
- Possible Future Challenges
- Contracting for Services
- Modeling the Potential Future Lease Rate (Plan G)
- Thinking “Outside the Box”
- Next Steps



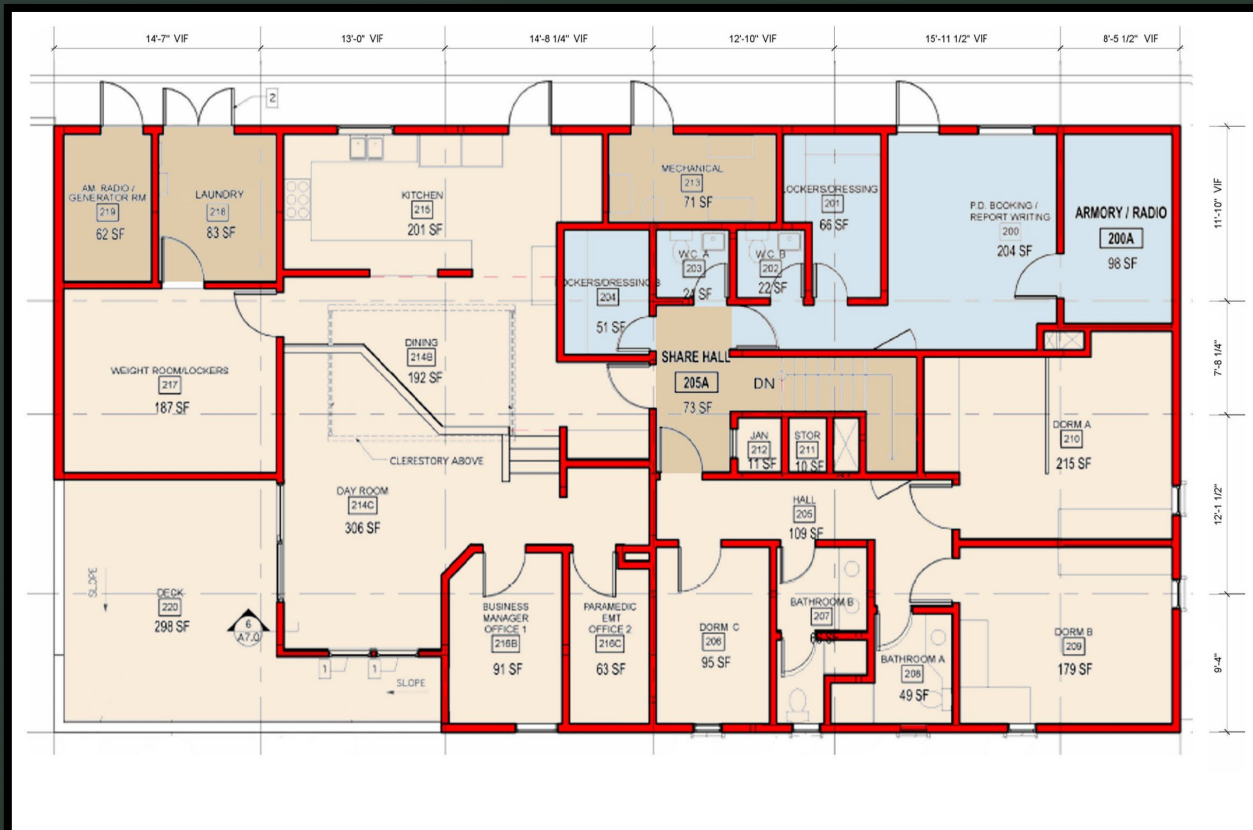
Existing Floor Plan 1st Floor



- Total Area - ~ 785 square feet
- Chief's Office - 119 square feet
- Sgt. Office - 74 square feet
- PSA/Captain Office - 76 square feet
- Det. Sgt. & TSO Office - 93 square feet
- Evidence Room - 110 square feet
- Lobby/Reception - 60 square feet
- Storage - 44 and 31 square feet
- Shared Conference Room - 220 square feet



Existing Floor Plan 2nd Floor



- Total area - ~ 441 square feet
- Armory/Radio Room - 98 square feet
- Booking/Report Writing Room - 204 square feet
- Two locker rooms - 68 and 51 square feet
- Restroom - 66 square feet
- Total square footage (1st & 2nd floor) - 1226 square feet



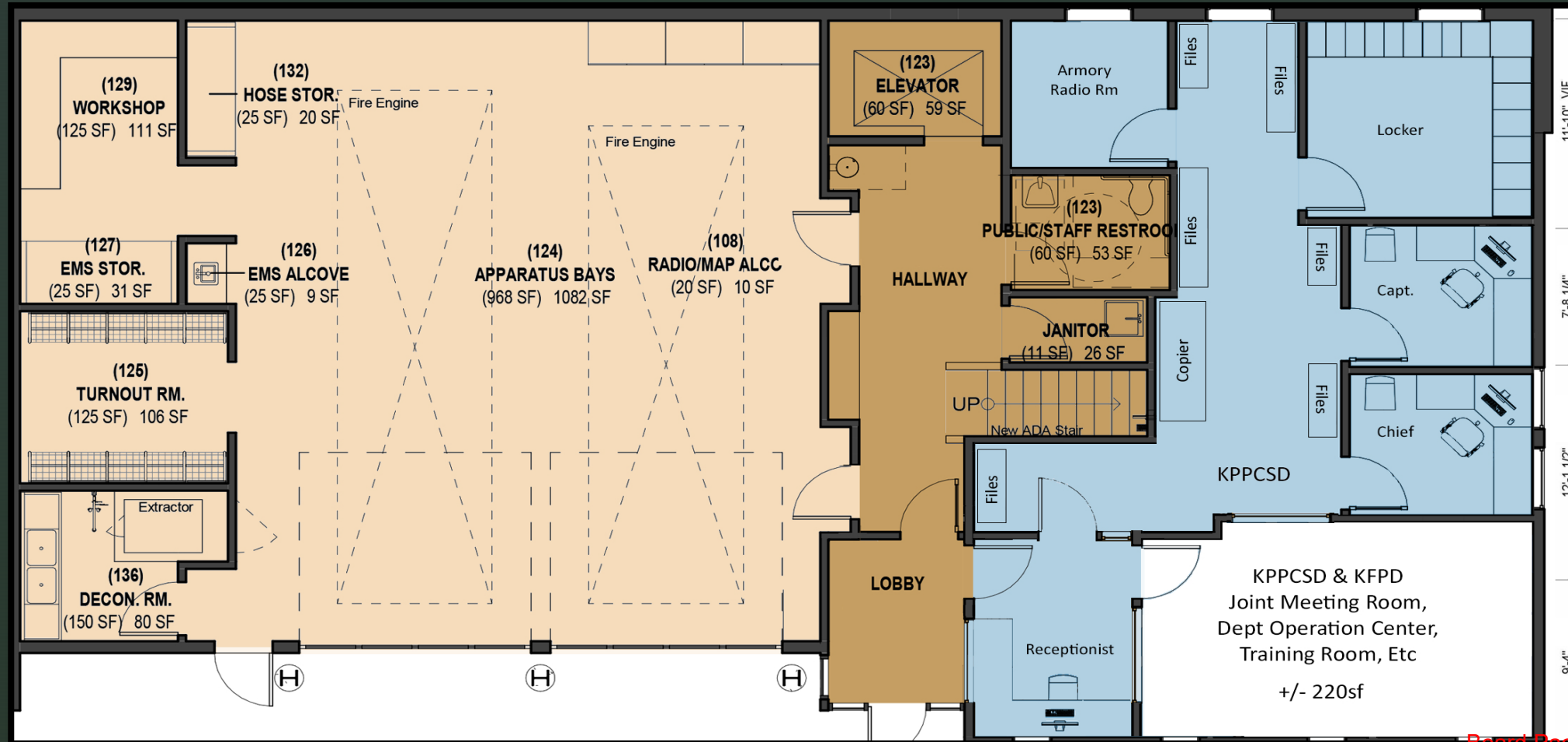
Existing District Vehicle Parking



- 7 KPD Vehicles
- 6 Parking Spaces
- 1 Vehicle parks on Arlington Avenue
- Personal vehicles of employee's park on Arlington Avenue

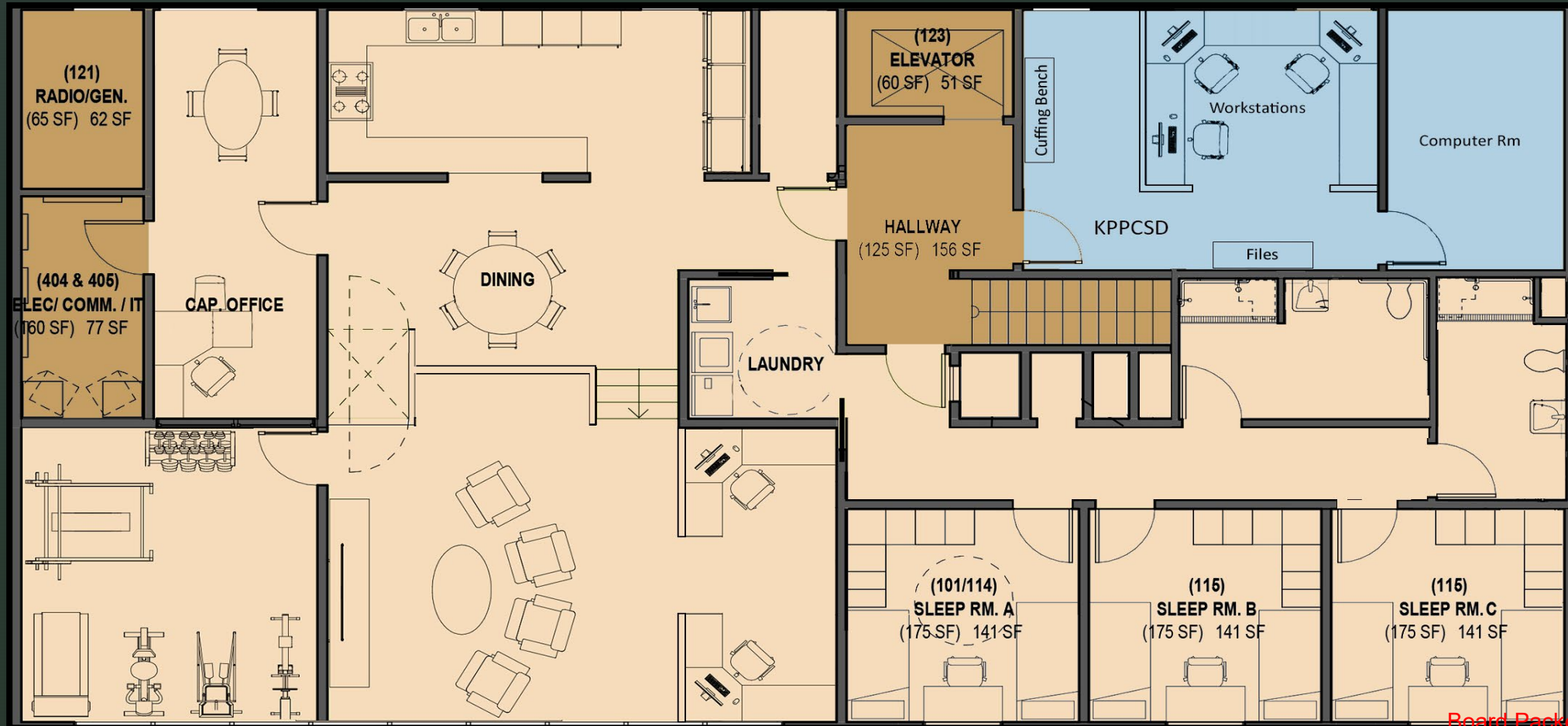


Proposed Plan G 1st Floor



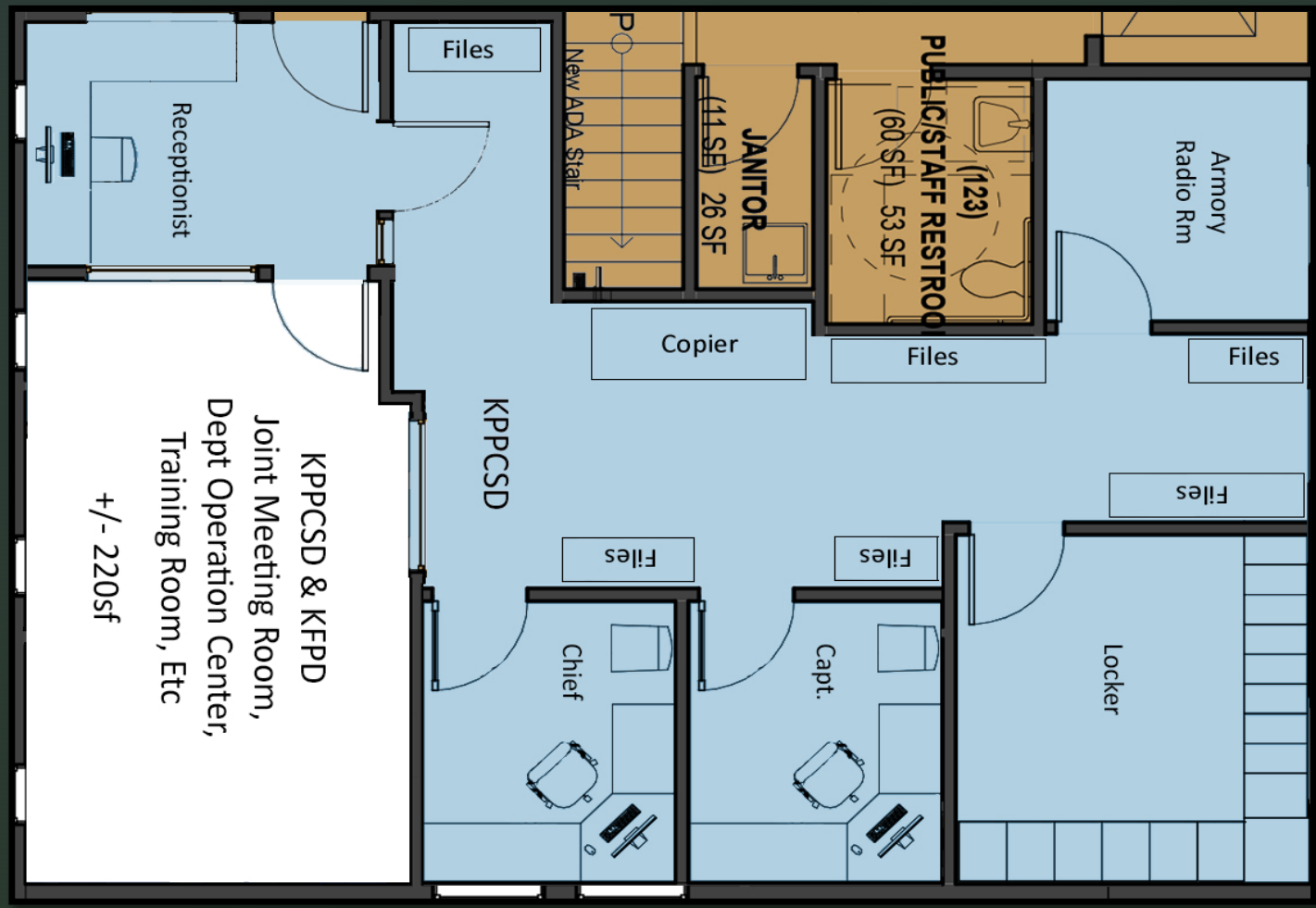


Proposed Plan G 2nd Floor





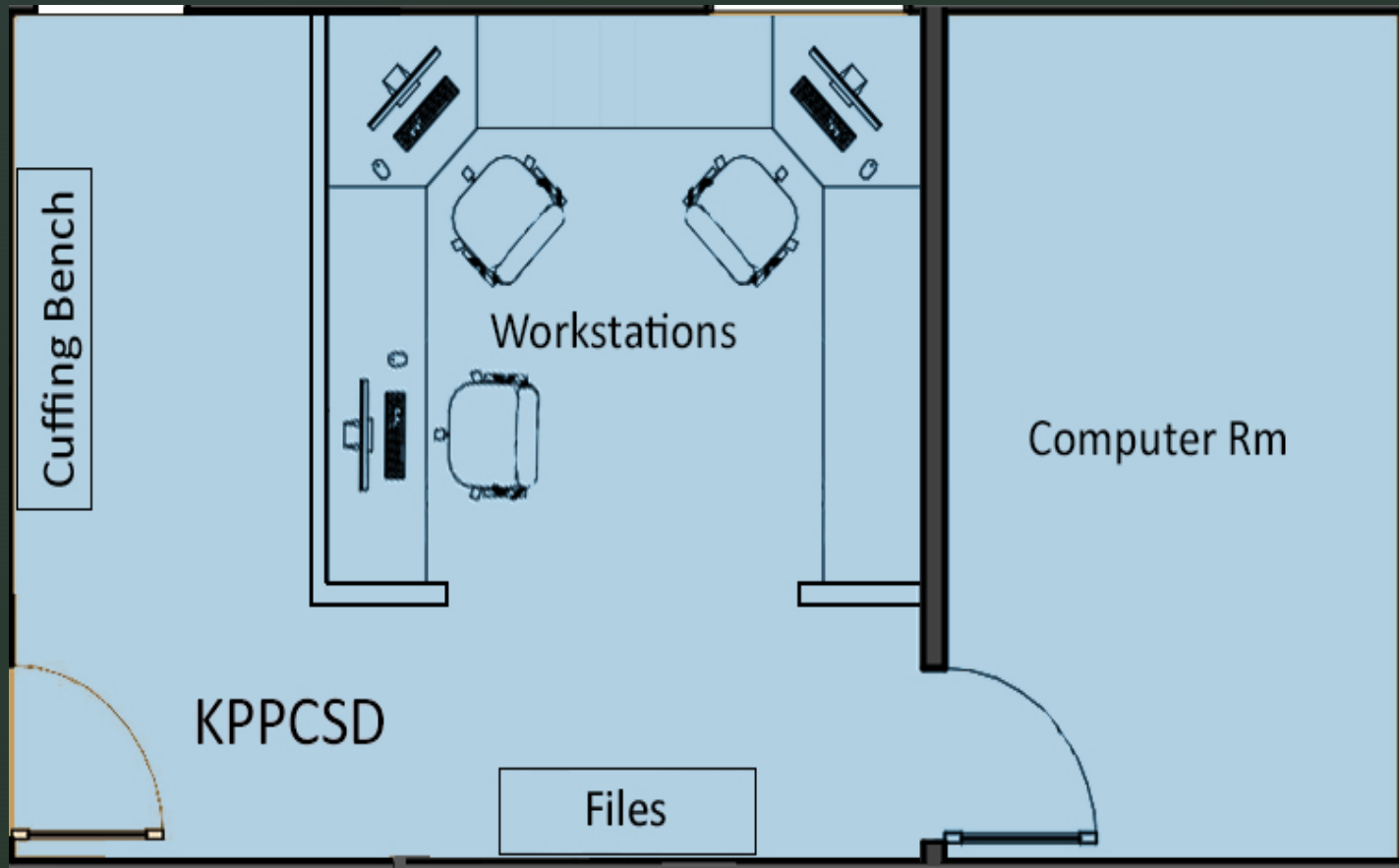
Proposed Plan G KPD 1st Floor



- Total area - ~ 650 gross square feet
- Lobby/Reception
- Chief & Captain Offices
- Locker Room
- Armory/Radio Room
- Joint Conference Room



Proposed Plan G KPD 2nd Floor



- Total area – ~ 378 gross square feet
- Computer Room
- Booking & Cuffing
- Patrol Officers' work area



Proposed Plan G

What's missing?



- **No Office Space for the Police Services Assistant.**
- **No office space for the Traffic Safety Officer.**
- **No office space for two Sergeants.**
- **No office space for a Detective.**
- **No evidence Room or temporary storage lockers for evidence.**



Contracting for Services



Detective Services - Availability & Potential Cost:

- Four agencies contacted – not interested in contracting for detective services.
- If they were interested, however, they would charge ~ 50% of the total “roll up” cost of a detective's employment (e.g., salary and benefits) based on the District's workload.
- Based on this calculation, the District would pay ~ \$80,000-150,000 per year for detective services.
- Even after this expense, there are still auxiliary duties that would not be accounted for and/or could not be delegated to the contract Detective; and would have to be absorbed by another non-contract officer.



Contracting for Services



Detective Services – Example of Types of Crime Investigated

- Violation of Court Orders, Domestic Violence – Felony, Domestic Violence – Misdemeanor, Negligent Discharge of Firearms, Elder Abuse, Criminal Threats, Burglary, Grand Theft, Petty Theft, Identity Theft, Vandalism, Trespassing, Stalking, Stolen Vehicles, and Traffic Collision.

Detective Services – Time Spent on Investigations in Kensington

- On average and in Kensington, a Detective is the primary investigator on two cases per week; and assists and/or provides direction to other Officers on another 10 incidents per week. Any given week there are approximately a dozen cases or incidents being investigated. In 2020, there were a little more than 230 cases and approximately 9,000 incidents investigated.



Contracting for Detective Services – Unfulfilled Duties



Auxiliary Duties:

- Verizon Wireless Contract
- Cisco Router Research and Purchase Options
- Coordinate Bidding Process for install
- Coordinating Verizon switchover and Install
- Communications Coordinator
- Agency Administrator to JAWS
- Agency Administrator to ewarrants through Contra Costa County
- Agency Administrator to DOJ for CalPhoto
- Agency Administrator to CSAR (California Sex and Arson Registry)

Auxiliary Duties (Cont.):

- Agency Administrator to CLETS (California Law Enforcement Telecommunications System)
- Agency Administrator to Contra Costa Mobile Identification System
- Agency Administrator to CLEW (California Law Enforcement Web)
- Agency Administrator to BAR (Bureau of Automotive Repair)
- Agency Administrator to FTO (Field Training Officer) Program through POST (Peace Officer Standards and Training)



Contracting for Services



Evidence Storage:

- No jurisdiction in Contra Costa County is willing to contract and store District evidence.
- Both DDA and Sheriff's Offices have serious concerns regarding chain of custody and proper management of evidence when two separate agencies are handling the same evidence for one jurisdiction.
- Should a case be presented at trial, the Public Defender would likely raise an issue in most evidentiary cases.



Purpose & Function of Evidence Room & Technician



- Ensure chain of evidence and custody.
- Ensure property packing and marking of evidence.
- Meticulously record incoming and outgoing evidence.
- Return evidence from crime labs to evidence room.
- Review Evidence Reports for accuracy and return to officers for any corrections.
- Oversee department compliance with evidence policies and procedures.
- Perform Evidence Room Audits to ensure compliance with evidentiary policies and procedures; and post audit results.
- Maintain evidence supplies and arrange for replenishment.
- Properly purge evidence after detailed research of cases.
- Administer DOJ CHOP & SAFE-T.
- Administer DOJ NIBRS (National Incident-Based Reporting System).
- Coordinate submission and reporting of Aries Lab Results.
- Adjudicate cases: Safekeeping, Evidence, and Found Property.
- Collect evidence sheets.
- Marry evidence sheet with evidence in temporary lockers.
- Remove evidence from temporary lockers.
- Transfer evidence to the Evidence Room.
- Complete chain of custody.
- Place items in designated areas in Evidence Room.
- Facilitate the transport and chain of custody of evidence to Crime Labs.
- Ensure chain of custody is complete between evidence property technician and officer.



Contracting for Services



Traffic Safety Officer (TSO) - Duties:

- Review all Traffic Accidents and ensure that they meet State Guidelines.
- Investigates hit & Run Accidents.
- Send reports to the State and the County.
- Respond to major injury accidents.
- Enforce traffic laws.
- Identify and enforce traffic “Hot Spots” and direct other officers to those areas.
- Draft traffic grants.
- Identify traffic related problems (e.g., signs, intersections, and parking).
- Liaison with County Public Works to install signs and deal with road conditions.
- Liaison with community on parking related issues.
- Update collision Investigation Manual.
- Develop and revise traffic related forms.
- Liaison with the Traffic Court Commission.
- Act as District’s Community Service Officer.
- Oversee Evacuation Route Improvement Planning/Disaster Preparedness.



Contracting for Services



Traffic Safety Officer – Availability & Potential Cost:

- Most jurisdictions are short staffed and it is unlikely that any nearby public safety agency would be interested in contracting for services.
- Should the District be able to find a local jurisdiction to provide traffic safety services, the “roll up” cost (including salary, benefits and administration of the contract) would likely exceed the cost of maintaining the full-time position within the KPD.



Contracting for Services



Public Services Assistant – Duties:

- Manage evidence regulation compliance with evidence regulations.
- Ensure compliance with POST and other Legislative Mandates.
- Schedule Officer Trainings.
- Manage KPD Records.
- Record and report monthly police statistics.
- Schedule and manage Community Center and other park facility rentals.
- Coordinate parks and facilities maintenance and special projects.
- KPD Accounts Receivable.
- Complete other special projects as assigned.



Contracting for Services



Public Services Assistant – Availability & Potential Cost:

- Most jurisdictions are short staffed and it is unlikely that any nearby public safety agency would be interested in contracting for these services.
- Should the District be able to find a local jurisdiction to provide the same duties as the Public Services Assistant position, the “roll up” cost (including salary, benefits and administration of the contract) would likely exceed the cost of maintaining the current part-time position, especially since in any other jurisdiction, the PSA would be a full-time, CalPERs employee.



Other Possible Future Challenges



- Unisex locker room and bathroom
- May lose an additional 150 square feet due to restroom regulations and unclear wall thickness of conceptual design





Modeling – Potential Future Lease Rate



- How did the KPPCSD come to pay \$3050 per month for its space in the PS Building?
- If we use the past precedent to calculate the lease rate of a newly renovated PS Building and the KPPCSD's potential 1020 square feet (Plan G), what would the new lease rate look like?
- Based on past precedent, the lease rate for newly renovated 1020 square feet in the PS Building would be \$8750 per month.
- Calculation:
1020 square feet/5800 square feet = 17.5% (of the total space)
17.5% x \$6 million = \$1,050,000
\$1,050,000/120 months (or 10 years) = \$8750/month

Source: *Everything You Wanted to Know About the Public Safety Building But Were Afraid to Ask*, Kensington Outlook, March 2010; and Letter from GM Hansell with supporting documentation, April 1, 2021 (attached to this agenda item).



Thinking “Outside the Box”



- **Contract to store files in outside facility.**
- **Expediently digitize all files that do not require maintaining a hard copy.**
- **Locate 2nd Office in Community Center for PSA, TSO and Sergeants.**
- **Close lobby and conduct business by phone and email.**



Next Steps?



Direct GM to:

- Discuss and negotiate terms (including financing) with Fire District GM for permanent space in the PS Building based on Plan G.
- Explore options to lease permanent or temporary relocation space, including long-term financial impact analysis and financing options.
- Explore options to purchase land and construct a new building for KPPCSD; or work with KFPD to explore options for a joint PS Building.
- Explore options for cutting services (facilitating KPD's ability to better fit in the newly renovated PS Building).

04/14/2021

Attachment H

PSB Renovation Recommendation approved on 04/14/2021:

Goal of Recommendations: A Solution for both Fire and Police Departments that solves seismic safety, building code requirements, standards of practice deficiencies, and future space needs in a financially responsible manner.

Recommendation 4c is based upon the following:

- A seismically vulnerable PSB is not acceptable.*
- Accessibility compliance is required and has been confirmed.*
- Both departments do not fit in a renovated Public Safety Building, re: January and March meetings and prior analysis. Joint occupancy is not required nor typical.*
- A larger, new building option has been rejected.*
- Expansion on-site is not allowed.*
- ADDITIONAL SPACE IS AVAILABLE NEARBY.*
- Design/Engineering/Permitting/Bidding requires +/-12 months = Time Prior to Move*

Recommendation 4d allows for:

- Proposing rental options to accommodate the Police Department with the support of the KFPD.*
- Negotiating on KFPD leasing, sub-leasing, for both short-term or long-term space required by KFPD and/or KPPCSD to benefit the whole community.*



KENSINGTON FIRE PROTECTION DISTRICT

DATE: April 14, 2021

TO: Board of Directors
Kensington Fire Protection District

RE: **Agenda Item 4c - INTRODUCTION**
Public Safety Building Renovation Recommendation

SUBMITTED BY: Bill Hansell, General Manager

Goal of Recommendations 4c and 4d

A Solution for both Fire and Police Departments...

that solves seismic safety, building code requirements, standards of practice deficiencies, and future space needs in a financially responsible manner.

Recommendation 4c is based upon the following:

- A seismically vulnerable PSB is not acceptable.
- Accessibility compliance is required and has been confirmed.
- Both departments do not fit in a renovated Public Safety Building, re: January and March meetings and prior analysis. Joint occupancy is not required nor typical.
- A larger, new building option has been rejected.
- Expansion on-site is not allowed.
- **ADDITIONAL SPACE IS AVAILABLE NEARBY.**
- Design/Engineering/Permitting/Bidding requires +/-12 months = Time Prior to Move

Recommendation 4d allows for:

- Proposing rental options to accommodate the Police Department with the support of the KFPD.
- Negotiating on KFPD leasing, sub-leasing, for both short-term or long-term space required by KFPD and/or KPPCSD to benefit the whole community.



KENSINGTON FIRE PROTECTION DISTRICT

DATE: April 14, 2021

TO: Board of Directors
Kensington Fire Protection District

RE: **Agenda Item 4c**
Public Safety Building Renovation Recommendation

SUBMITTED BY: Bill Hansell, General Manager

Recommended Action

Direct the General Manager to proceed with the development of a renovation strategy for the Public Safety Building to meet the current and future needs of the KFPD staff and services per concept diagrams presented in November 2019 for full Fire Department occupancy, re: attached documents. The approval will include directing the General Manager to obtain consultant proposals, as needed, for project design, engineering, cost estimating, scheduling, etc. in order to propose future budget amendments to fund and proceed with the full scope of work.

Background

In its January 13th, 2021 regular meeting and March 25th, 2021 special joint meeting, the KFPD Board of Directors received comprehensive information from staff on the background, existing conditions, professional analyses, proposed options, and challenges/benefits associated with the renovation or replacement of the Public Safety Building. As noted in these meetings, concerns about seismic resistance, accessibility, and space needs date back to the 1990's and, despite partial building renovations over the years, these problems remain to be addressed.

In the January 20th, 2021 special meeting on "GM Goals & Objectives" it was determined that "significant progress on the building" should be achieved by the end of 2021. Since the beginning of 2016, KFPD has spent approximately \$325,000 on consultants plus staff time in an effort to thoroughly review options. Some of those alternatives were found to be restricted by State law, such as on-site expansion due to the Alquist-Priolo Act, while others, such as new building sites, were rejected due to community concerns, or found unacceptable due to emergency response times for non-centralized locations. Attempts in 2020 to creatively accommodate the needs of both the Fire Department and the Police Department within a renovated but constrained existing building failed to provide viable options (see letters from both Chiefs in the January 13th, 2021 joint report.) On top of that, expending significant capital costs for little to no operations improvement does not make sense.

Therefore, understanding that the Fire Department requires a centralized location along with adequate current and future space needs to properly keep its residents safe, while also being aware that there are nearby viable alternative locations for the Police Department to occupy, Management recommends that the Board of Directors approve proceeding with the Fire Department occupancy plan that was conceptually shown in November 2019 (see attached excerpts from the 11/16/2019 public meeting.) Approval will mean authorizing the GM to proceed with the next steps required to subsequently propose consultants, schedules, and

financing to the Board for approval.

Fiscal Impact

The current fiscal year budget has two approved line items related to the Public Safety Building. Line item "*Needs Assessment/Feasibility Study*" for \$30,000 has already been expended. Line item "*PSB Consultant*" still has an unused allowance of \$30,000. If approved, the recommendation to proceed with the next steps described above can be facilitated with the unused allowance, thereby maintaining the existing budget. Recommendations for the FY2021-2022 budget will consider the proposals that are acquired and presented to the Board for approval at that time.

02/09/2022

Attachment I

Letter on Space Requirement with
PSB Construction Documents Net Area Calcs:

“Fire Dept Space Needs:

Optimal (Net Use + Circulation, Mech) = +/-8,000sf

Reduced (Net Use + Circulation, Mech) = +/-6,500sf

Note: Even with Fire Dept-Only occupancy, the Gross Building Area at 6,133sf is 367sf smaller than the "Reduced" recommendation and 1,867sf smaller than the "Optimal" recommendation.”



Board of Directors
Larry Nagel (President)
Kevin Padian (Vice President)
Don Dommer
Janice Kosel
Julie Stein

February 9, 2022

Lin Due
Kensington Outlook

Dear Lin,

I am responding to the question you asked by email: *“Is there a reason why the code OKs a large meeting room and five offices but cannot hold the police? If it is true that codes and regulations forbid the police from occupying the building that should be the end of it. Can Bill illuminate this issue?”*

My general response as to why the renovated PSB cannot fit both the Fire and Police personnel is to refer to many past presentations on that issue which articulated both the impact of the seismic renovation and other code triggers, as well as inadequacies for both departments identified as long ago as 1997 when the Chiefs’ Needs Assessment was presented. More recently, there were presentations starting in 2015 that referenced the issue, culminating in the [09/11/2019 KFPD board meeting](#) and [11/16/2019 Community Forum](#) that showed space-use diagrams and professional standards for both Fire and Police. The latter presentation included a slide that distilled it all: *“A ten pound problem in a five pound bag.”* After architectural studies in 2020 failed to reveal a different conclusion, the GMs and Chiefs presented info to both boards from January thru March 2021 that backed up that realization. This included the 03/11/2021 presentation by the KPPCSD GM and Police Chief with details on their space needs, which ranged from a minimum of +/-2,600sf to an optimal +/-4,000sf. The space needs of the Fire Department had been previously identified as a minimum of +/-6,500sf to an optimal of +/-8,000sf. That is a combined total range of 9,000sf to 12,000sf, so even with further efficiencies it is nowhere near the existing 6,133sf gross building area.

All of the background documents substantiating this are available on our website at: <https://www.kensingtonfire.org/public-safety-building>.

We also addressed the topic comprehensively in our FAQ, which I have attached, but can also be found at: https://www.kensingtonfire.org/files/22955f827/20211110_07b+PSB+Report+Fact+Sheet.pdf

In an attempt to further explain the issue, I have highlighted and noted the most recent *“PSB Construction Document Net Area Calcs”* list, attached. This shows the existing and new areas side-by-side. It notes all of the new areas that are affected by the current building code requirements, which we have no control over. To further assist in understanding the limitations, I have included current space diagrams (existing and new) with references back to the Area Calc list. I have also highlighted items such as the meeting room, which is changing from +/-17’x16’ to +/-15’x26’ and is by no means excessively large. It is also not the source of the occupancy problem, as you can see by the scale of the problem.

In brief, after all the code requirements are addressed, there is only 887sf net on the ground floor (indicated in purple on sheet A202), which could be considered in lieu of what the Police Depts current uses, which is 1,398sf net. Even if that were occupied by the Police Dept, the Fire Dept would then have to lease a similar amount of space elsewhere, which would come at additional rental cost and inefficiency by separating admin and records from the rest of the fire staff.

Therefore, the current plans show that the problem has not changed since it was identified years ago. Even with full occupancy of the building with a gross area of 6,133sf, the Fire Department is still 367sf smaller than the "Reduced Area" recommendation, and 1,867sf smaller than the Optimal size. Per the KPPCSD's own studies, the 887sf net remaining area I referred to above is 511sf short (63%) of what the Police currently use, and 1,713sf short of their stated absolute minimum of 2,600sf.

I hope this helps clarify the space challenges of the building renovation to date, and why the options have been extremely limited. Please let me know if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Bill Hansell". The signature is written in a cursive, flowing style.

Bill Hansell
General Manager



Kensington Fire Protection District

Public Safety Building Construction Documents Net Area Calcs

EXISTING ROOM	EXISTING (Net SF)
First Floor	
Garage (3 Bay)	1467
Entry	46
Hall/Files/Print	234 (Police)
Staff	56
-	
-	
Hall 2	98 (Police)
Office 1	116 (Police)
Office 2	89 (Police)
Office 3	73 (Police)
Office 4	73 (Police)
Office 5	96 (Police)
Meeting	274 (1/2 Police)
Restroom	66
Storage	46
Compressor	20
Apparatus Closet	6
Police 1st FI Net = 972sf	2760

Second Floor	
Radio	62
-	
IT/Elec/Gym	188
Office 1	67
Office 2	89
Office 3	212 (Police)
Office 4	99 (Police)
Kitchen/Dining	403
Dayroom	302
Hall 1	77
-	
Hall 2	113
Dorm 1	102
Dorm 2	175
Dorm 3	217
Bath 1	65
Bath 2	49

PROPOSED ROOM	PROPOSED (Net SF)
First Floor	
101 Apparatus Bay (3 Bay)	1450
105 Lobby	118 (Re: Code)
106 Hall 1	89 (Re: Code)
107 Staff (Security receipt for lobby)	167
109 EMR (Elev Machine Rm)	50
110 Administration	248
- (Includes 2 desks, Servers, Printers, Secure Files, and Public Records ;	
- Currently, not accommodated in the PSB. Servers, files, & desks are in the exist mtg room)	
111 Meeting (Avg 15'x26' room)	398
112 ADA Restroom	54 (Re: Code)
113 Storage (Tables/Chairs for DOC)	74
102 Compressor	20
Net KFPD Admin & Mtg from above = 887sf	2668

Second Floor	
201 (E) Radio	62
202 (E) Storage	85
203 (E) IT/ELEC (Gym equip removed)	131 (Re: Code)
204 Office 1 (Former deck)	127 (New)
205 Captain's Office (Former deck)	127 (New)
-	
-	
206 Kitchen/Dining	550 (Re: Code)
207 Dayroom (This includes work area)	461
208 Hall 2	185 (Re: Code)
209 Exercise (Relocated from IT/Elec)	284 (Re: Code)
211 Hall 3	120 (Re: Code)
212 Dorm 1	152 (Re: Code)
213 Dorm 2	152 (Re: Code)
214 Dorm 3	152 (Re: Code)
217 Bath 1	63 (Re: Code)
216 Bath 2 (ADA)	69 (Re: Code)



Kensington Fire Protection District

EXISTING ROOM	EXISTING (Net SF)
Toilet	24
Toilet	24
Laundry	85
Locker Room	50 (Police)
Locker Room	65 (Police)
Mechanical	68
Police 2nd FI Net = 426sf	2536

Vertical Circulation	
-	
Stair Shaft	93
	93

EXISTING TOTAL AREA (Net SF)	
	5389

PROPOSED ROOM	PROPOSED (Net SF)
-	
215 Laundry	54 (Re: Code)
-	
218 Storage	36
	2810

Vertical Circulation	
Elevator Shaft	52 (Re: Code)
Stair Shaft	133 (Re: Code)
	185

PROPOSED TOTAL AREA (Net SF)	
	5663

Total Police Exist Net Area = 1,398sf

Note:

In the renovated building the equivalent available area would be 750sf, per the note to the right.

The 03/11/2021 "KPPCSD Space Needs Analysis" states that the KPPCSD requires:

- Optimal (Net Use + Circulation, Mech) = +/-4,000sf
- Reduced (Net Use + Circulation, Mech) = +/-3,000sf
- Optimal w/Cuts = +/-2,600sf

Note:

Even with the minimal "Optimal w/Cuts" option at 2,600sf, the renovated available space of 750sf would be deficient by 1,850sf

Discretionary Area Added from prior Police Use = 750sf

Note: The above is so low because code requirements use up 648sf.

New Net Area Added by Deck Enclosure = 254sf

Note: This new area can only be accessed by Fire.

Total Net Area Added For KFPD Use = 1,288sf

"Re: Code" indicates areas guided by building code requirements and/or other regulations.

Fire Dept Space Needs from 09/11/2019 KFPD board mtg & 11/16/2019 public mtg:

Optimal (Net Use + Circulation, Mech) = +/-8,000sf

Reduced (Net Use + Circulation, Mech) = +/-6,500sf

Note: Even with Fire Dept-Only occupancy, the Gross Building Area at 6,133sf is 367sf smaller than the "Reduced" recommendation and 1,867sf smaller than the "Optimal" recommendation.

STAMP

PROJECT ADDRESS
**217 ARLINGTON AVE.
 KENSINGTON, CA 94707**

PROJECT TEAM
 CLIENT: KENSINGTON FIRE PROTECTION DISTRICT
 217 ARLINGTON AVE
 KENSINGTON, CA 94707
 CONTACT: BILL HANSELL
 T: (415) 378-9064

ARCHITECT: MARJANG ARCHITECTURE
 930 COLE STREET STE 101
 SAN FRANCISCO, CA 94117
 CONTACT: KAREN MAR
 T: (415) 522-0600

STRUCTURAL: ZFA STRUCTURAL ENGINEERS
 1390 EL CAMINO REAL STE 100
 SAN CARLOS, CA 94070
 CONTACT: MATT FRANZ
 T: (650) 394-8869

CIVIL: BKF ENGINEERS
 1646 N. CALIFORNIA BLVD STE 400
 WALNUT CREEK, CA 94596
 CONTACT: ERIC SWANSON
 T: (925) 940-2200

GEOTECH: HALEY ALDRICH
 1956 WEBSTER ST #300
 OAKLAND, CA 94612
 CONTACT: CATHERINE ELLIS
 T: (510) 879-4544

MEP: LIST ENGINEERING CO.
 2 HARRIS CT STE A7
 MONTEREY, CA 93940
 CONTACT: RON BLUE
 T: (831) 373-4390

AUDIOVISUAL: SMITH FAUSE MCDONALD INC.
 351 8TH STREET
 SAN FRANCISCO, CA 94103
 CONTACT: PETER MCDONALD
 T: (415) 255-9140

ESTIMATOR: MICROESTIMATION INC.
 850 S. VAN NESS AVE, #26
 SAN FRANCISCO, CA 94110
 CONTACT: HENRY TOORYANI
 T: (415) 826-9626

SHEET NOTES

- DIMENSIONS ARE TAKEN FROM GRIDLINE TO FACE OF STUD. DIMENSIONS NOTED WITH CLR. ARE FROM FACE OF FINISH TO FACE OF FINISH.
- FURNITURE, FIXTURES, AND EQUIPMENT SHOWN FOR REFERENCE. SEE FF&E PLAN AND SPECIFICATIONS
- SEE RCP ON SHEET A205 AND A206
- SEE ROOF PLAN ON SHEET A208
- SEE WALL TYPES ON SHEET A901
- FOR EXTERIOR WALL ASSEMBLIES/TYPES, SEE DETAIL CALLOUTS ON EXTERIOR ELEVATIONS
- PROVIDE ADEQUATE BLOCKING IN WALLS FOR CABINETS AND WALL MOUNTED ACCESSORIES INCLUDING BATHROOM FIXTURES, SEE DETAIL XIA9XX
- PROVIDE FIRE BLOCKING FOR WALL CAVITIES THAT EXCEED CBC HEIGHT LIMITATIONS.
- ALL WALL FRAMING TO EXTEND TO BOTTOM OF FLOOR FRAMING OR ROOF FRAMING, U.O.N.

KEYNOTES

- 02 41 00.E4 (E) SECTIONAL DOORS TO REMAIN
- 02 41 00.E16 (E) COMPRESSOR AND CLOSET TO REMAIN. REPLACE (E) DOOR
- 03 30 00.A CONCRETE APP BAY FLOOR, SLOPE TO DRAINS. REFER TO PLUMBING DRAWINGS FOR MORE INFORMATION
- 06 41 00.A BASE CABINETS, DOORS, DRAWERS, AND ADJUSTABLE SHELVES
- 06 41 00.B UPPER CABINETS, DOORS, AND ADJUSTABLE SHELVES
- 06 41 00.C FULL HEIGHT CABINETS, LOCKABLE DOORS AND ADJUSTABLE SHELVES
- 06 43 00.A (N) WOOD FRAMED STAIR
- 12 36 16.A METAL COUNTERTOPS
- 14 24 00.A1 HYDRAULIC ELEVATOR
- 22 42 16.C DECON SERVICE SINK WITH INTEGRAL WORKTABLE, SEE PLUMBING DRAWINGS
- 22 45 16.A SAFETY SHOWER AND EYEWASH, SEE PLUMBING DRAWINGS

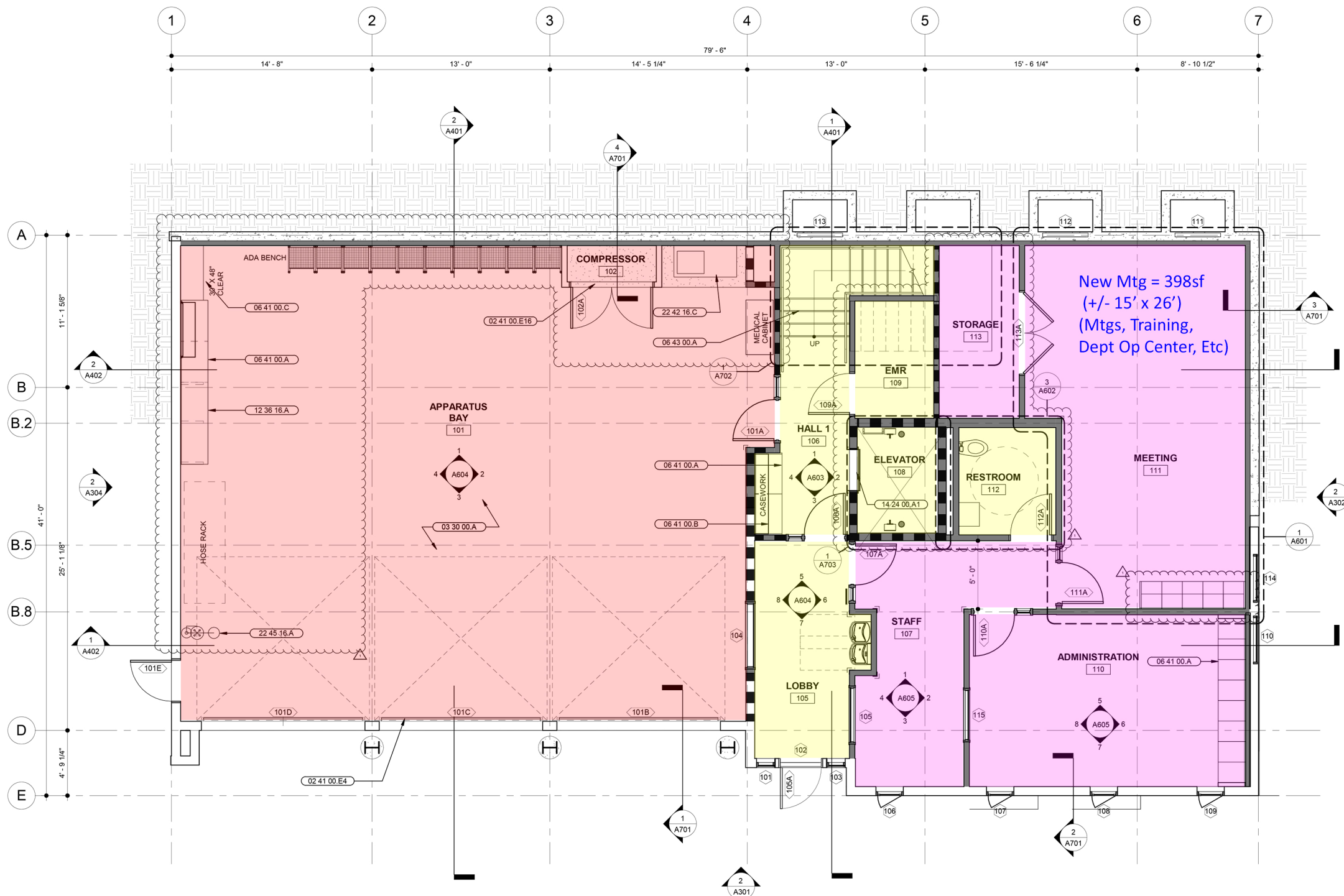
WALL LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED
- PROPOSED WALL
- 1-HR RATED WALL
- 1/2-HR RATED WALL
- FLOOR AREA TO BE REMOVED

NO.	DESCRIPTION	DATE
1	PRELIMINARY SCHEMATIC PRICING SET	09/27/2021
2	PLANNING SUBMITTAL	11/01/2021
3	50% DESIGN DEVELOPMENT	11/19/2021
4	100% DESIGN DEVELOPMENT	12/17/2021
5	PLANNING SUBMITTAL R1	01/06/2022

JOB NO. 0000 KENSINGTON FIRE PROTECTION DISTRICT PUBLIC SAFETY BUILDING

DESCRIPTION
 PROPOSED GROUND FLOOR PLAN



1 PROPOSED 1ST LEVEL PLAN
 SCALE: 1/4" = 1'-0"

Indicates areas guided by building code requirements and/or other regulations.

“Fire Dept Space Needs” from 09/11/2019 KFPD board mtg & 11/16/2019 public mtg:
 Optimal (Net Use + Circulation, Mech) = +/-8,000sf
 Reduced (Net Use + Circulation, Mech) = +/-6,500sf

New Fire Dept-Only occupancy as shown = 5,663sf Net

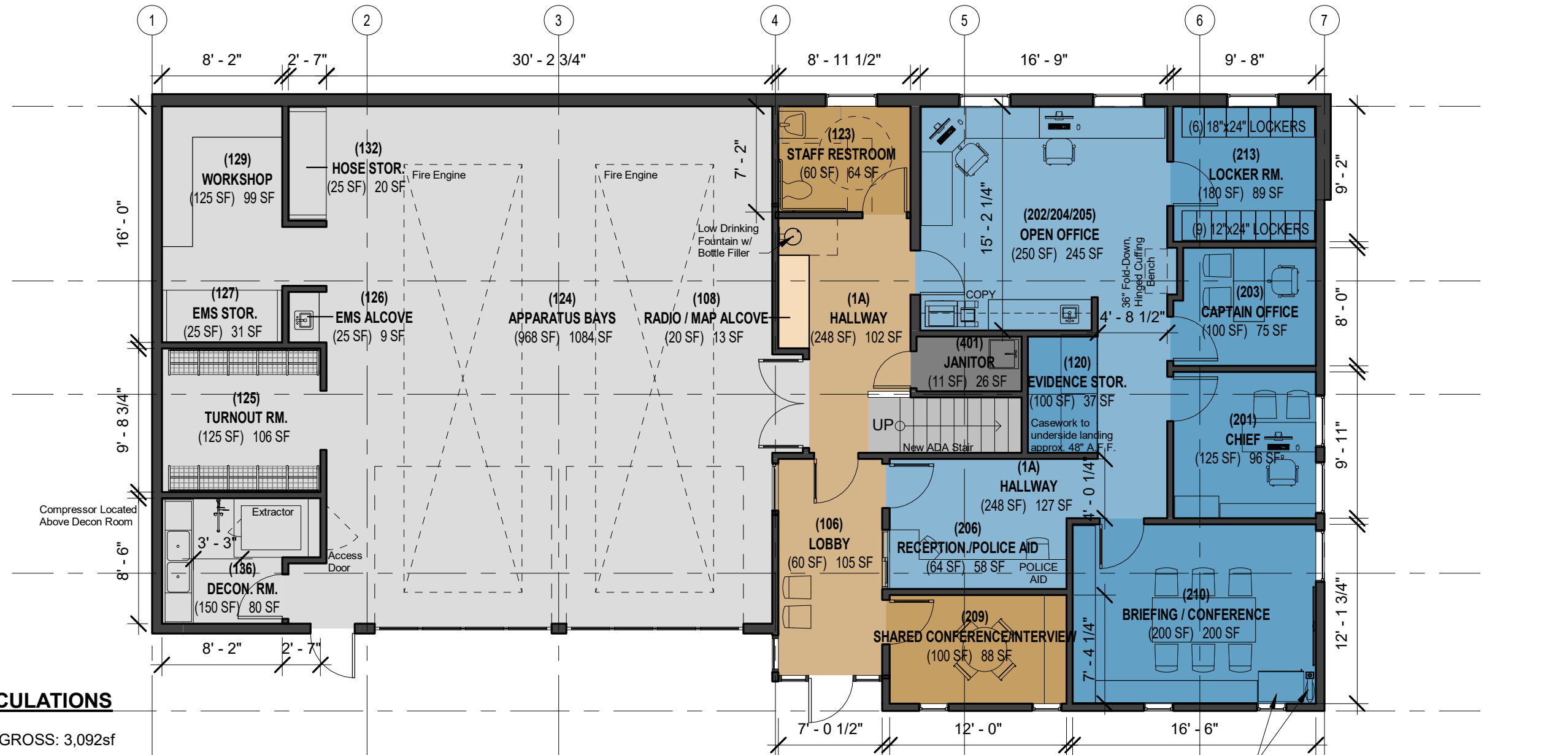
Indicates area for Fire Admin/Public Records/Computers/Etc including Meeting Rm used for training and emergency Dept Operations Center (DOC) = 887sf

Various Dates

Attachment J

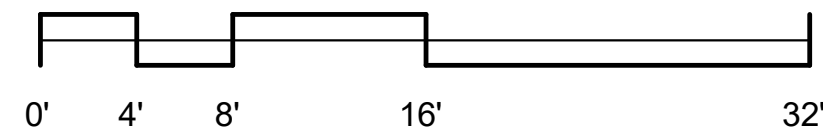
Design Studies - Options B thru G attempting to combine the
Fire and Police Departments in the Renovated PSB:

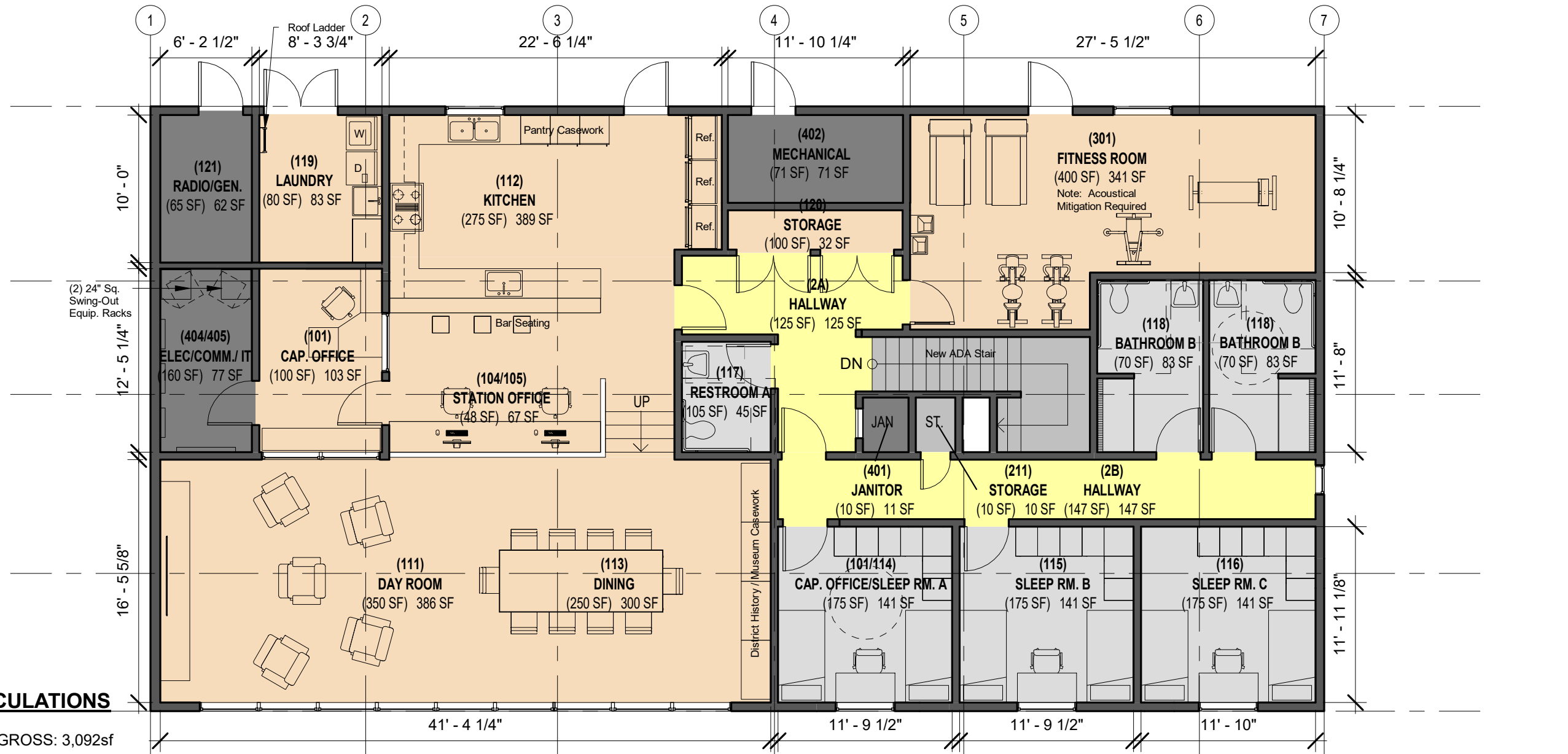
GM Note: These options were thoroughly discussed and rejected due to non-compliance with space and code needs as referenced in the above documents. Existing conditions that have existed for 50 years while service and code requirements increased does not mean that “those conditions have always worked.” It means those conditions have become more and more deficient. A major capital investment should not result in perpetuating those deficiencies, but accommodating current and future needs.



AREA CALCULATIONS

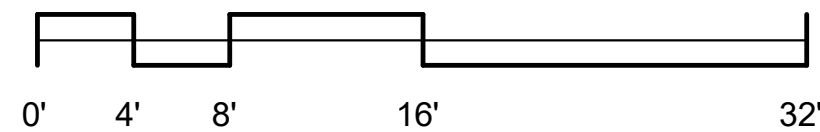
FIRST FLOOR GROSS: 3,092sf
 FIRST FLOOR F.D. NET: 1535sf
 -includes stair & two existing app bays
 FIRST FLOOR P.D. NET: 978sf
 FIRST FLOOR SHARED NET: 417sf
 -includes lobby, conference/interview, secure hallway, restroom
 SECOND FLOOR GROSS: 3,259sf
 SECOND FLOOR F.D. NET: 3,117sf

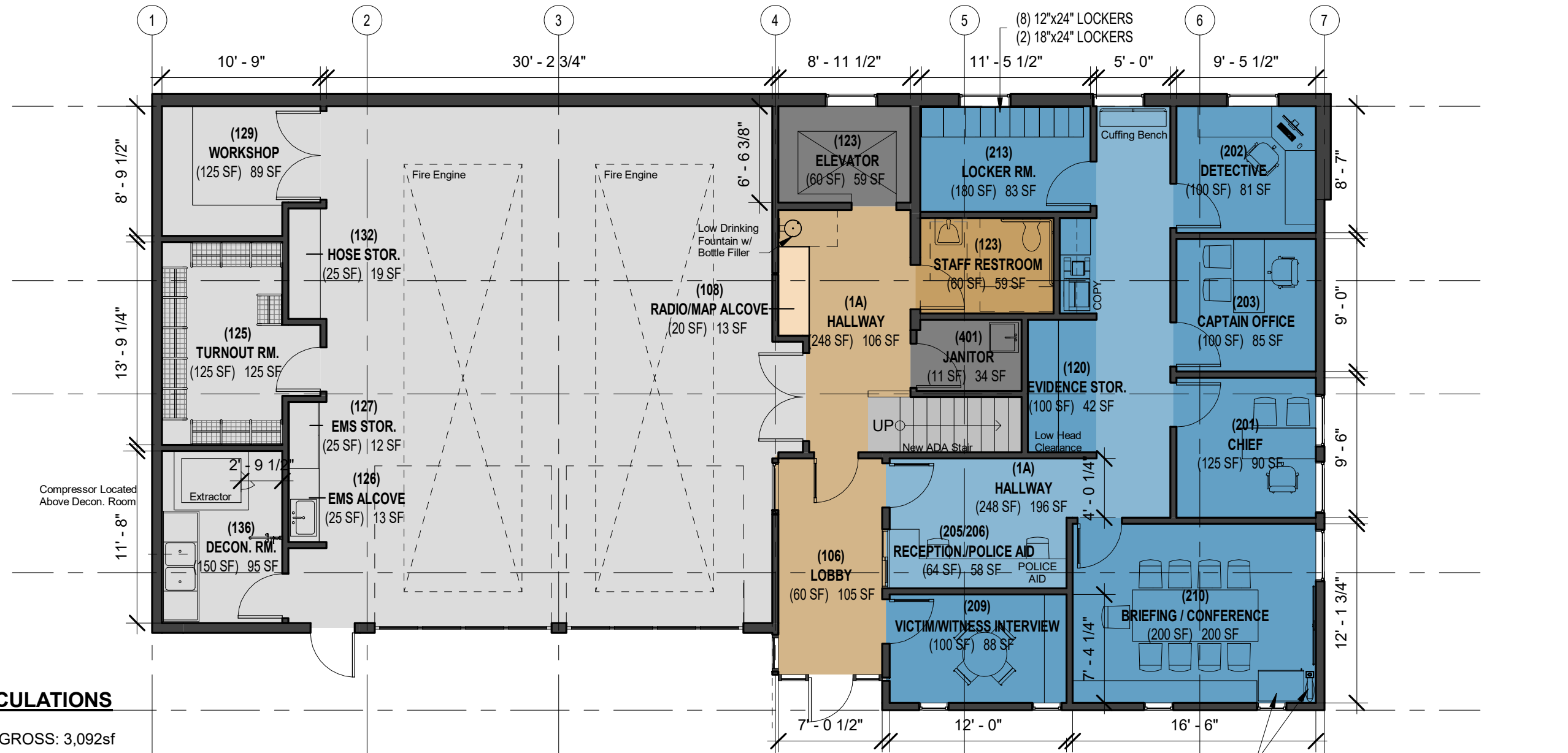




AREA CALCULATIONS

FIRST FLOOR GROSS: 3,092sf
 FIRST FLOOR F.D. NET: 1535sf
 -includes stair & two existing app bays
 FIRST FLOOR P.D. NET: 978sf
 FIRST FLOOR SHARED NET: 417sf
 -includes lobby, conference/interview, secure hallway, restroom
 SECOND FLOOR GROSS: 3,259sf
 SECOND FLOOR F.D. NET: 3,117sf





AREA CALCULATIONS

FIRST FLOOR GROSS: 3,092sf
 FIRST FLOOR F.D. NET: 1598sf
 -includes elevator, stair, & two existing app. bays
 FIRST FLOOR P.D. NET: 997sf
 FIRST FLOOR SHARED NET: 332sf
 -includes lobby, secure hallway, restroom

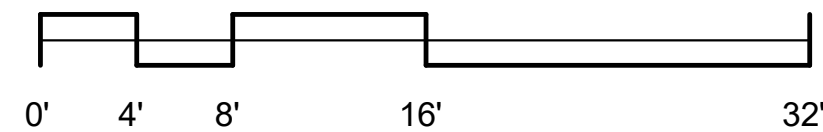
SECOND FLOOR GROSS: 2,932sf
 -excludes existing 327sf outdoor terrace
 SECOND FLOOR F.D. NET: 2,796sf

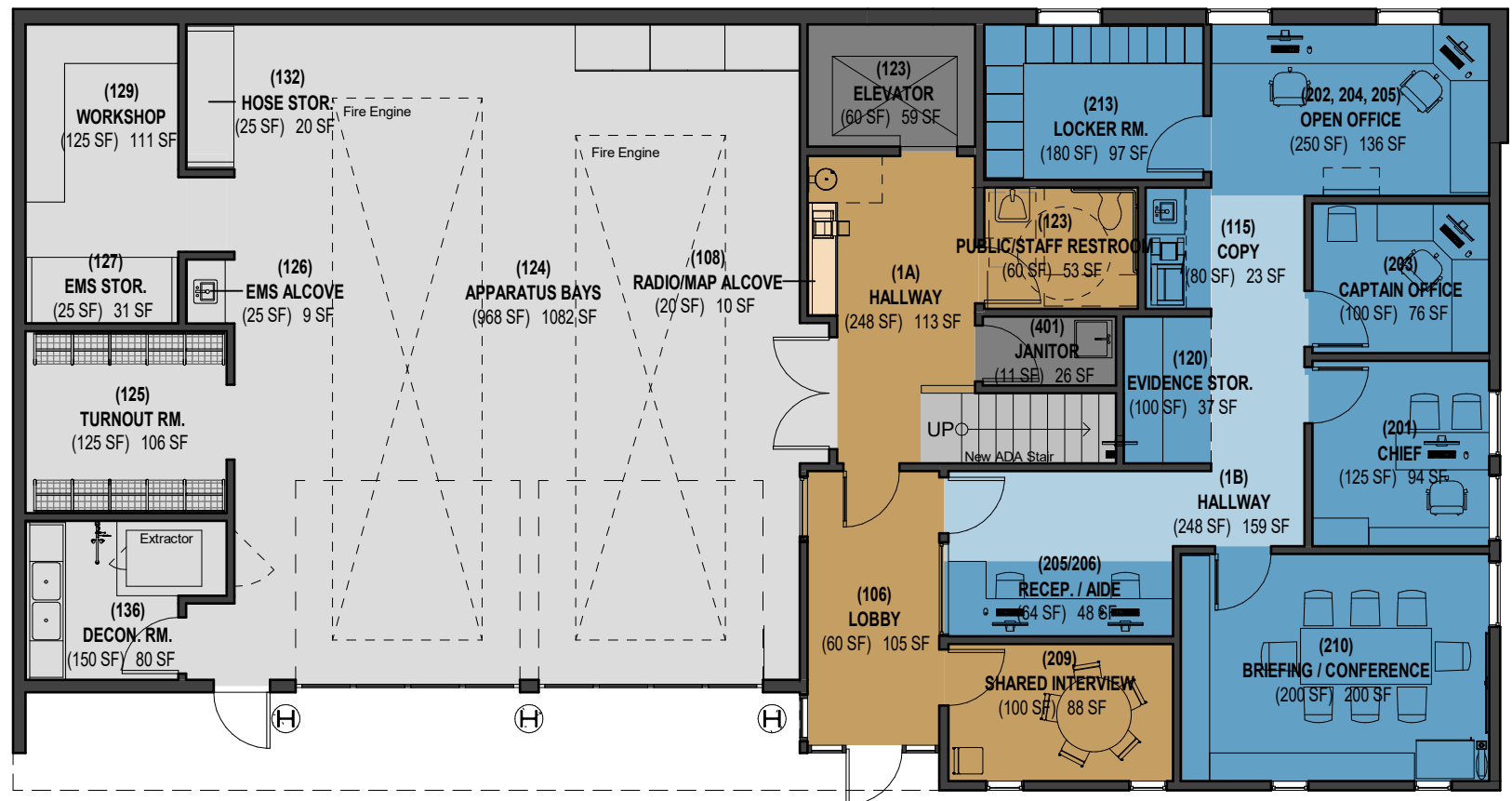


AREA CALCULATIONS

FIRST FLOOR GROSS: 3,092sf
 FIRST FLOOR F.D. NET: 1598sf
 -includes elevator, stair, & two existing app. bays
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 FIRST FLOOR SHARED NET: 332sf
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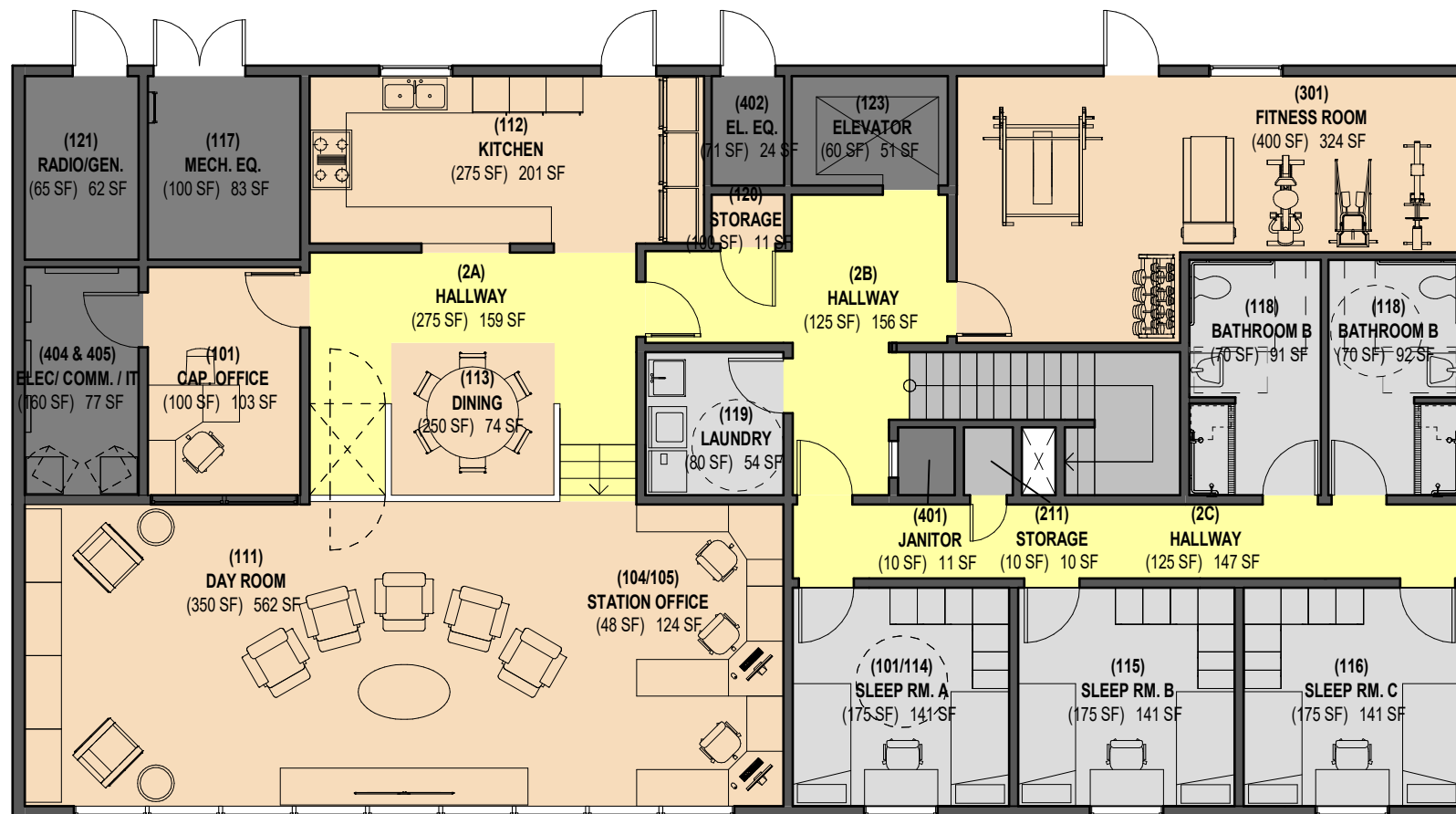
SECOND FLOOR GROSS: 2,932sf
 -excludes existing 327sf outdoor terrace
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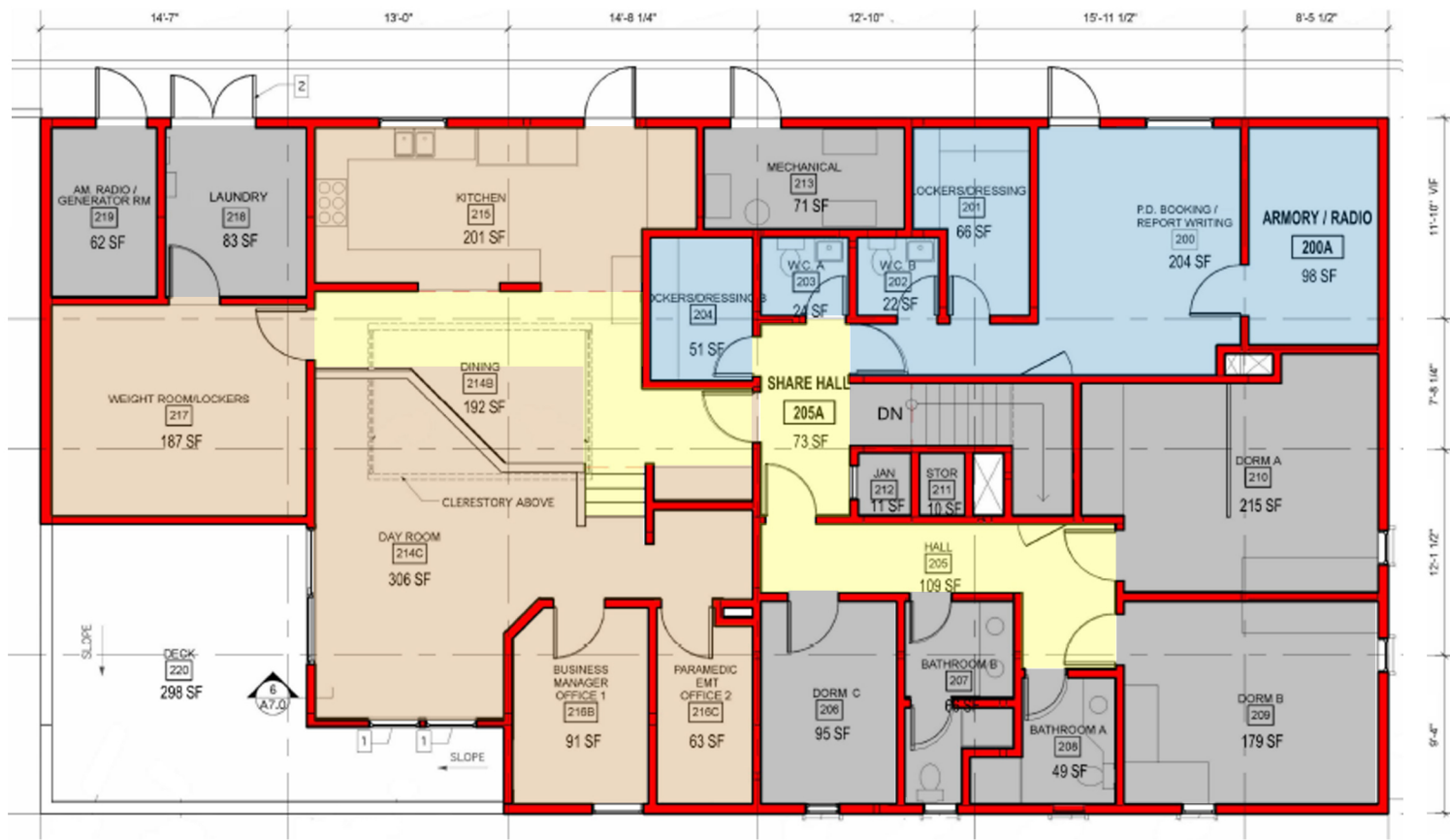
- police department
- shared
- fire department

option D: *level 01*

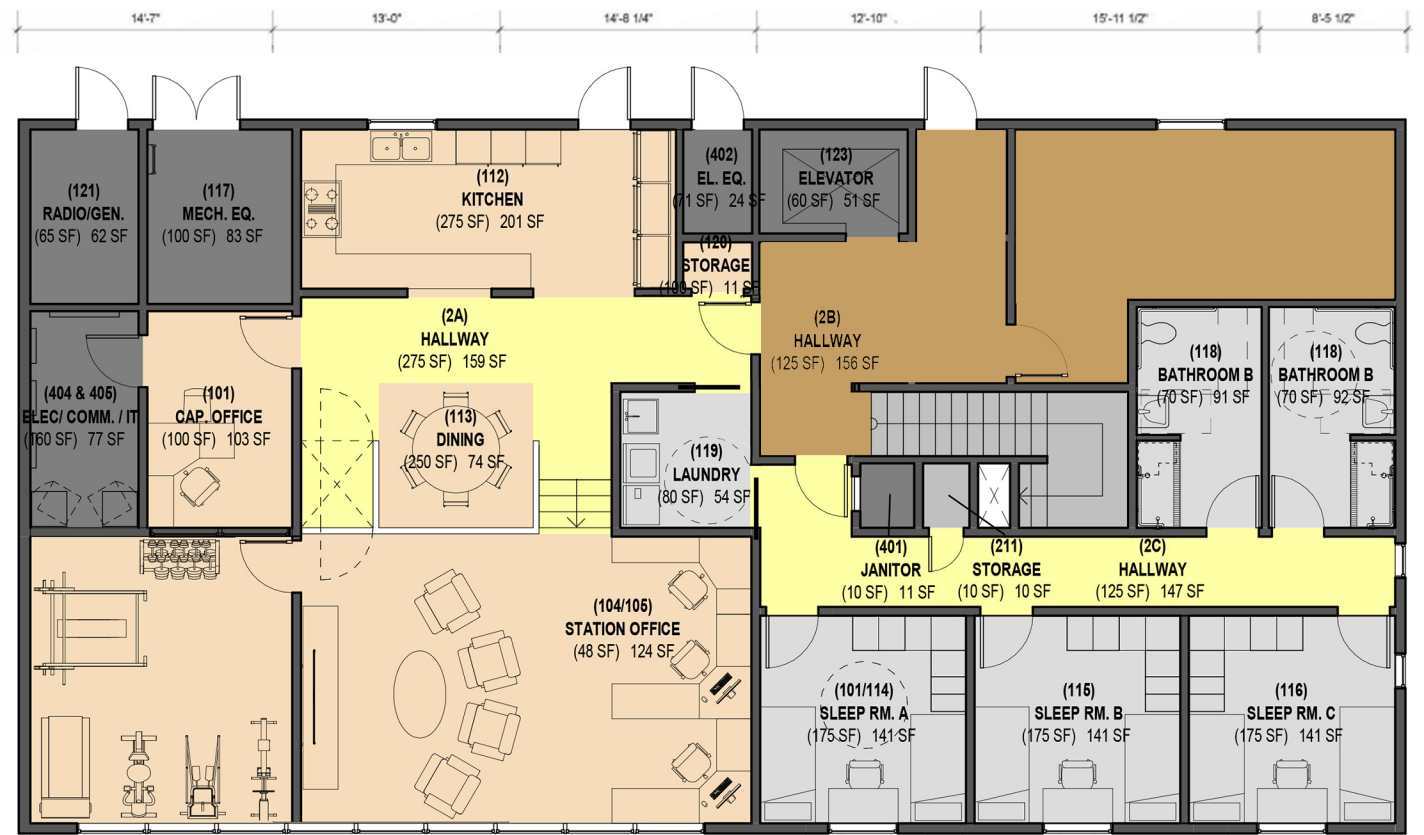


- shared fire department
- residential fire department
- circulation fire department

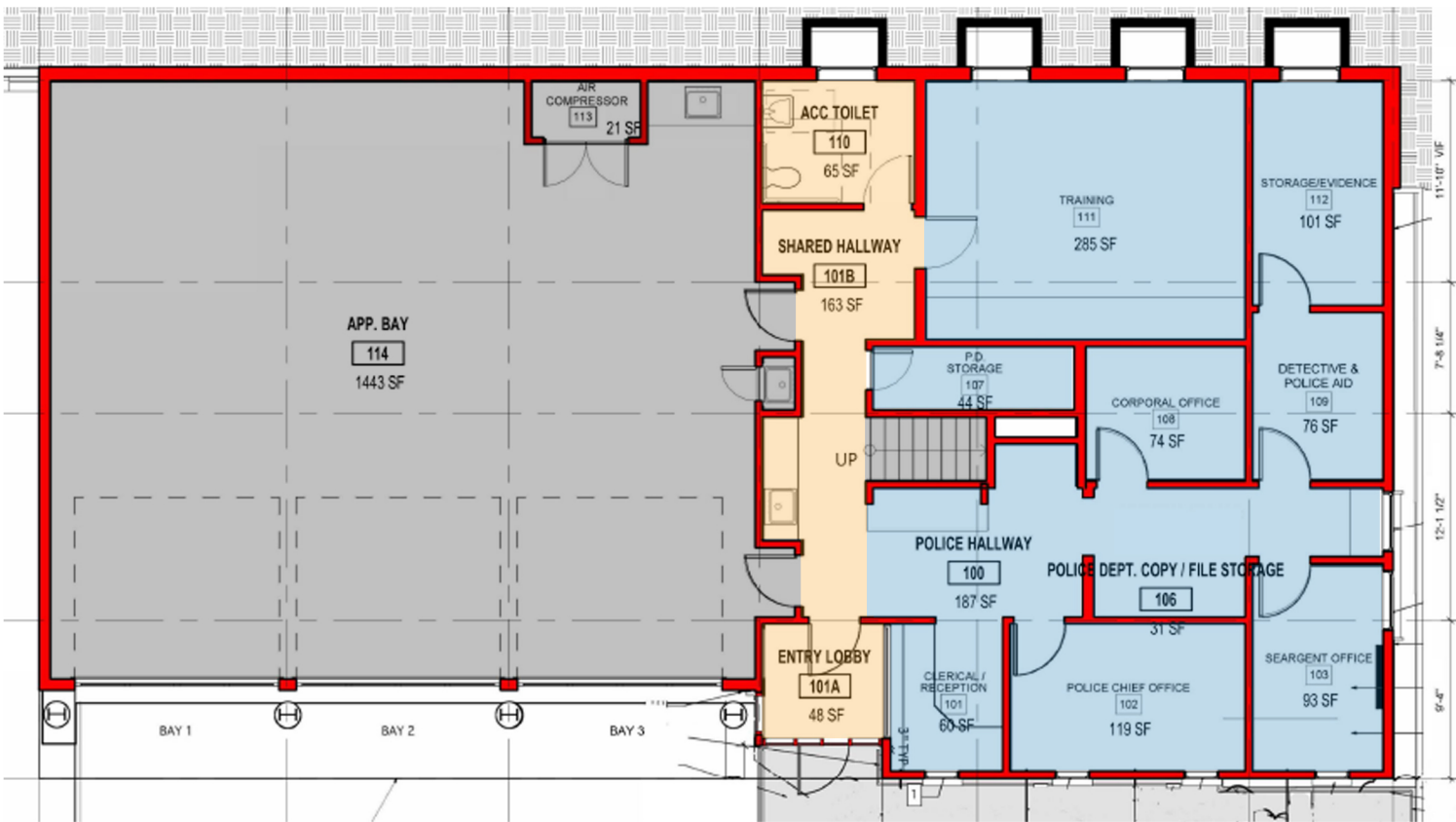
option D: *level 02*



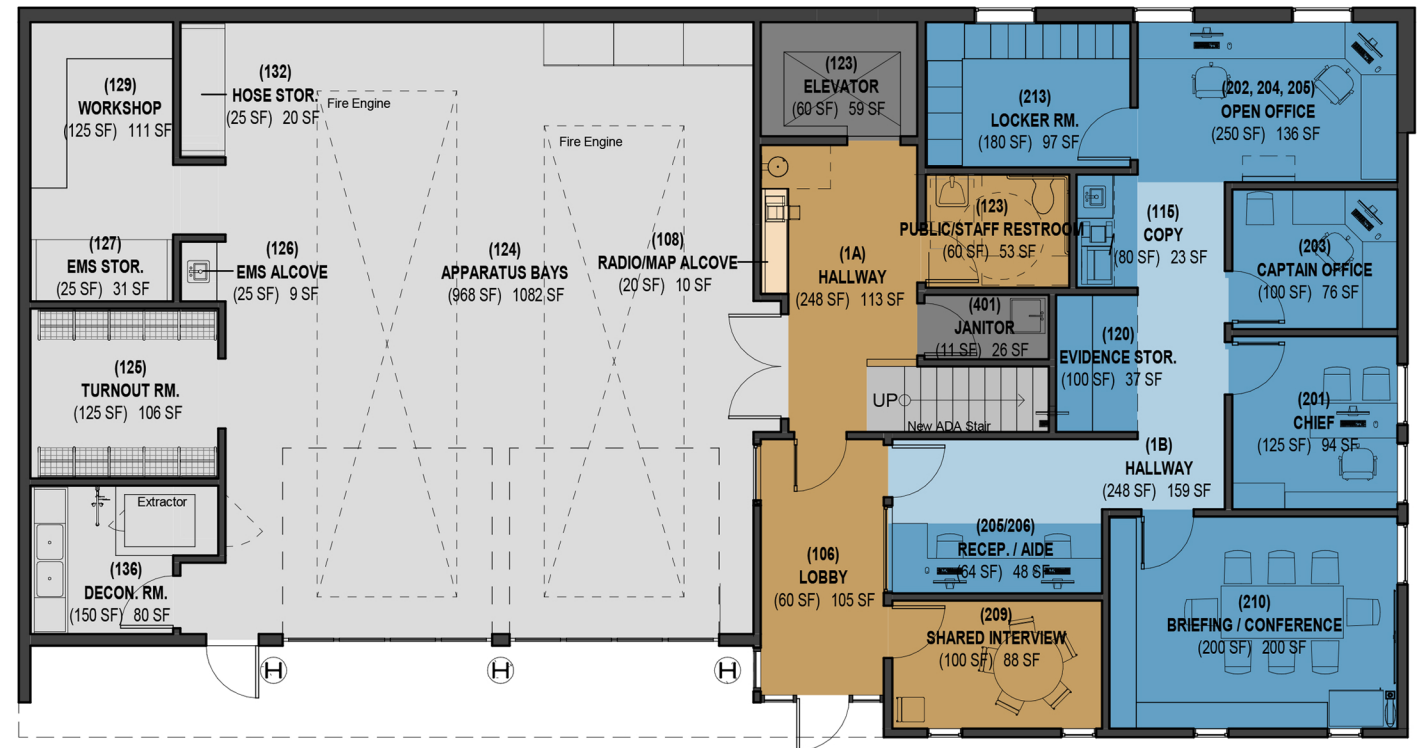
Existing: 2nd Fl Plan



Option E: 2nd Fl Plan

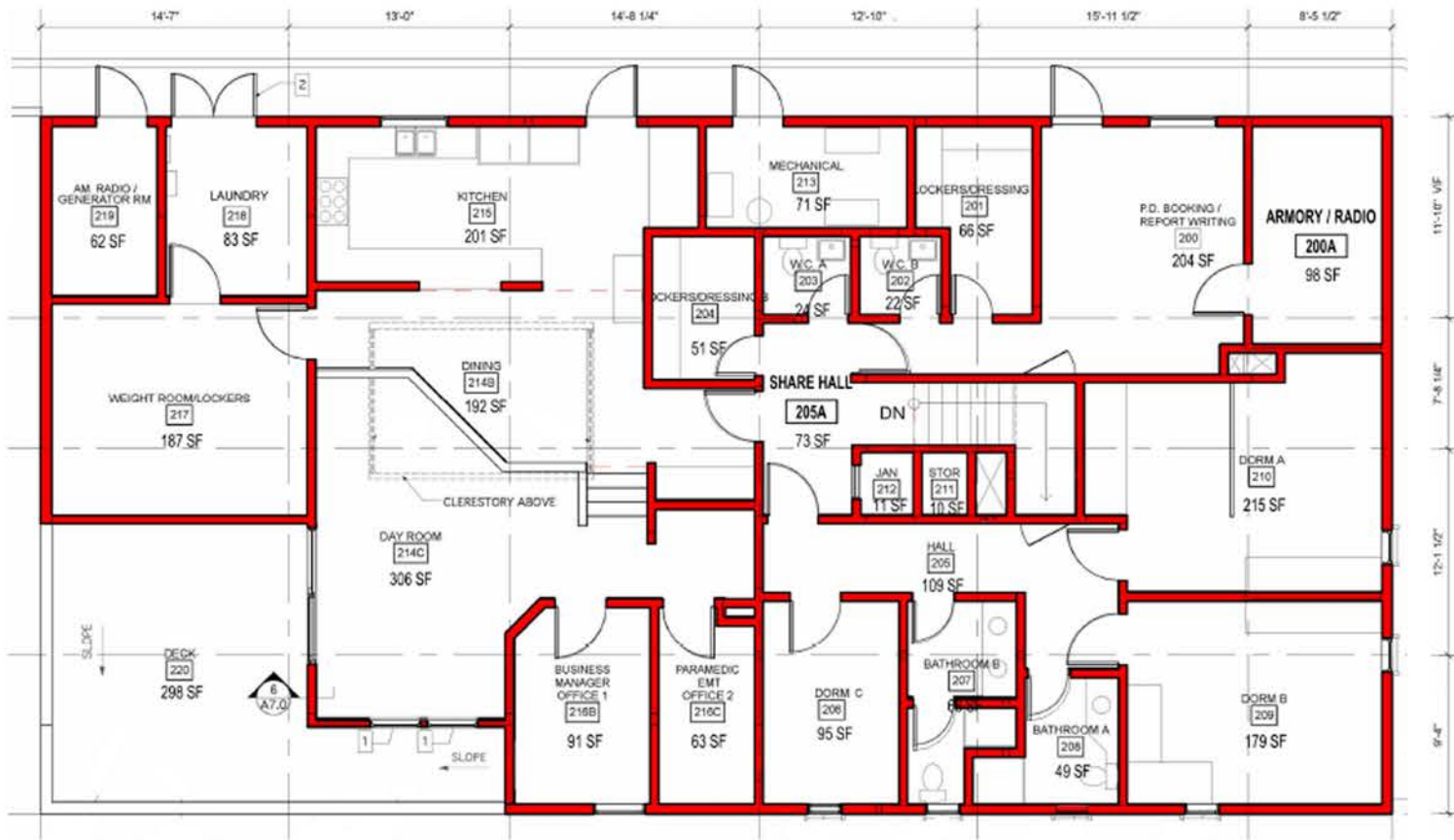


Existing: 1st Fl Plan

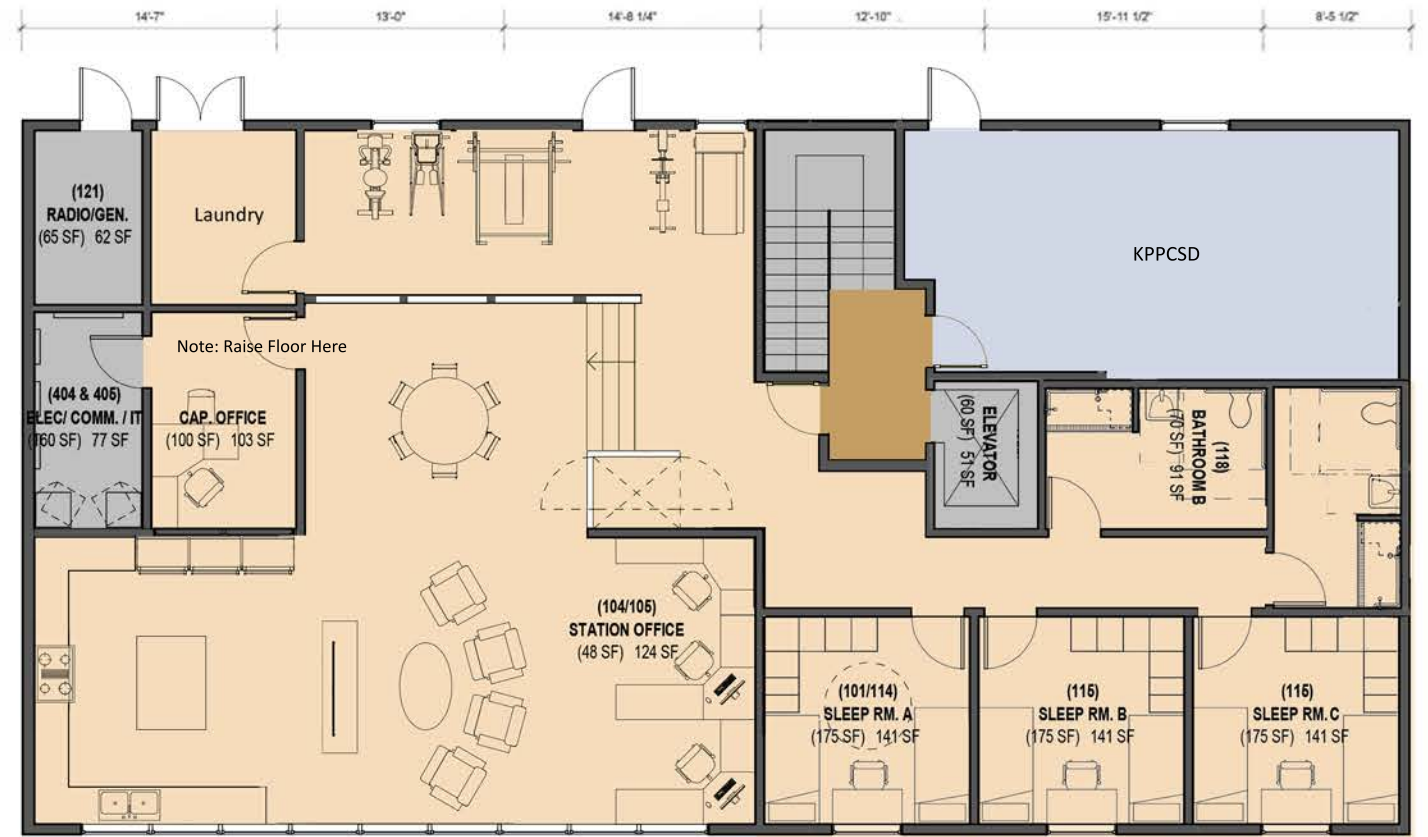


Option E: 1st Fl Plan

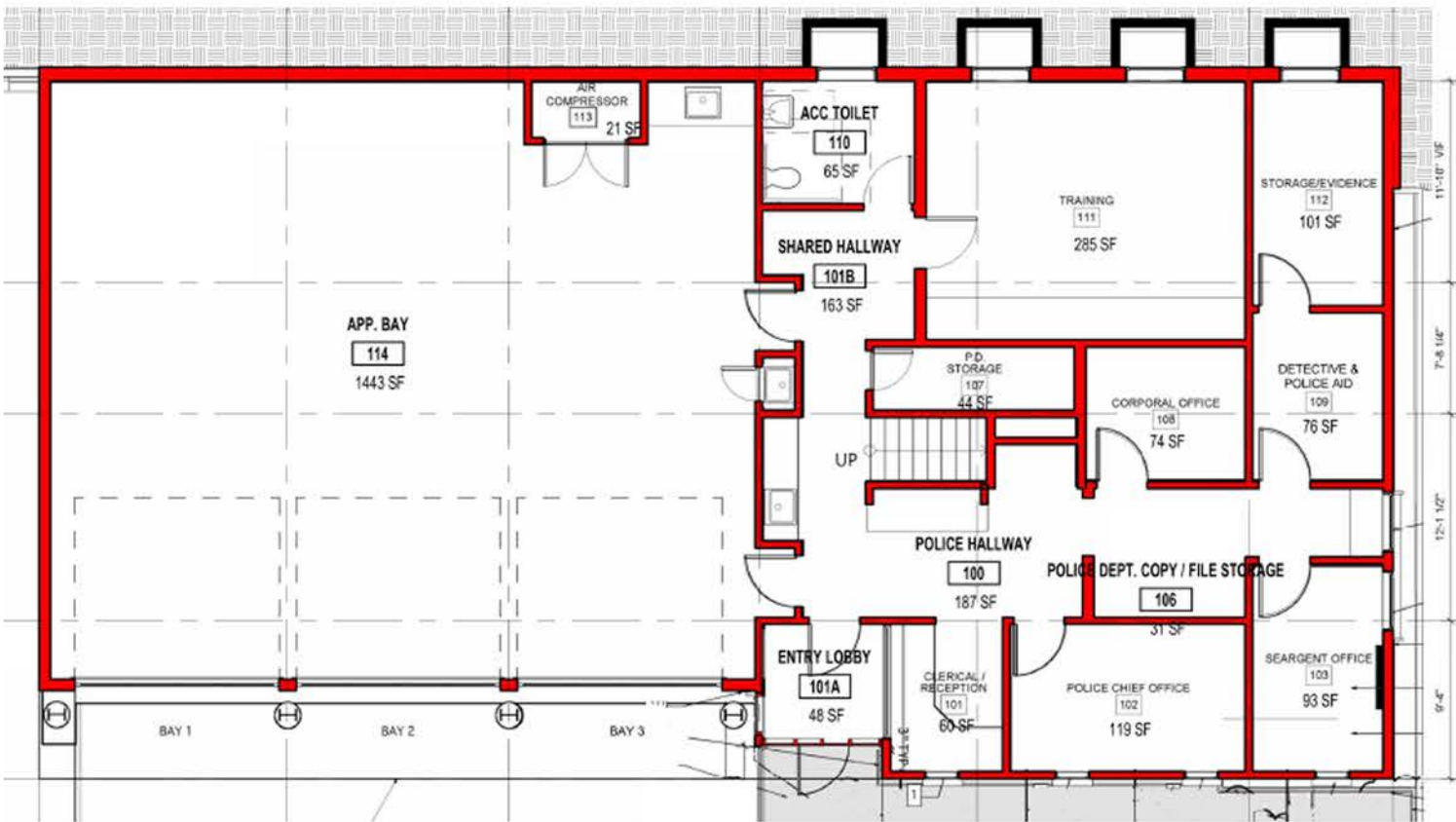




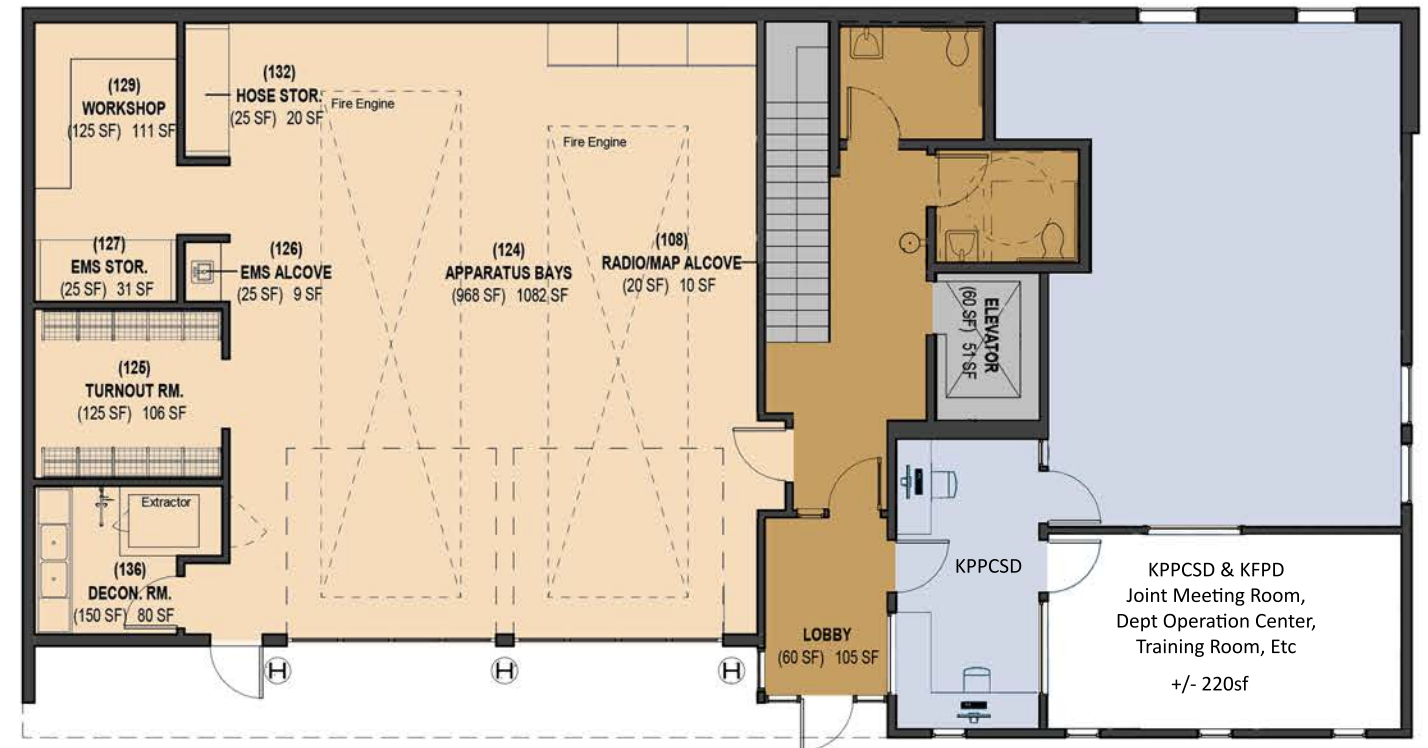
Existing: 2nd Fl Plan



Option F: 2nd Fl Plan

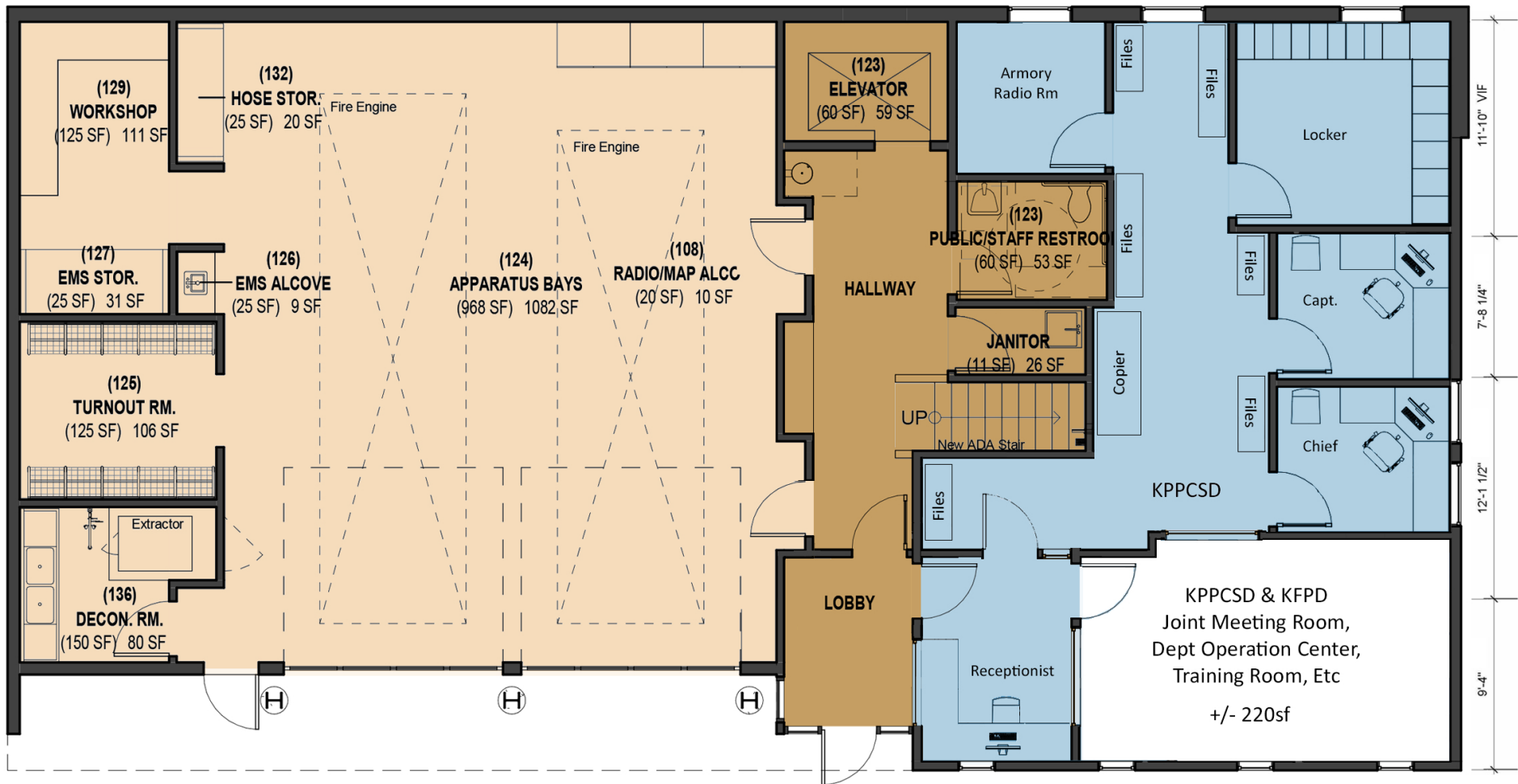


Existing: 1st Fl Plan



Option F: 1st Fl Plan

Scheme "F" Note:
 KPPCS Area Calcs
 1st Fl = +/- 680 sf gross
 2nd Fl = +/- 450 sf gross
 Total = +/- 1,130 sf gross*
 *Not incl. Joint Mtg Room



- KPPCSD
- KFPD
- Circulation/Bldg Mech

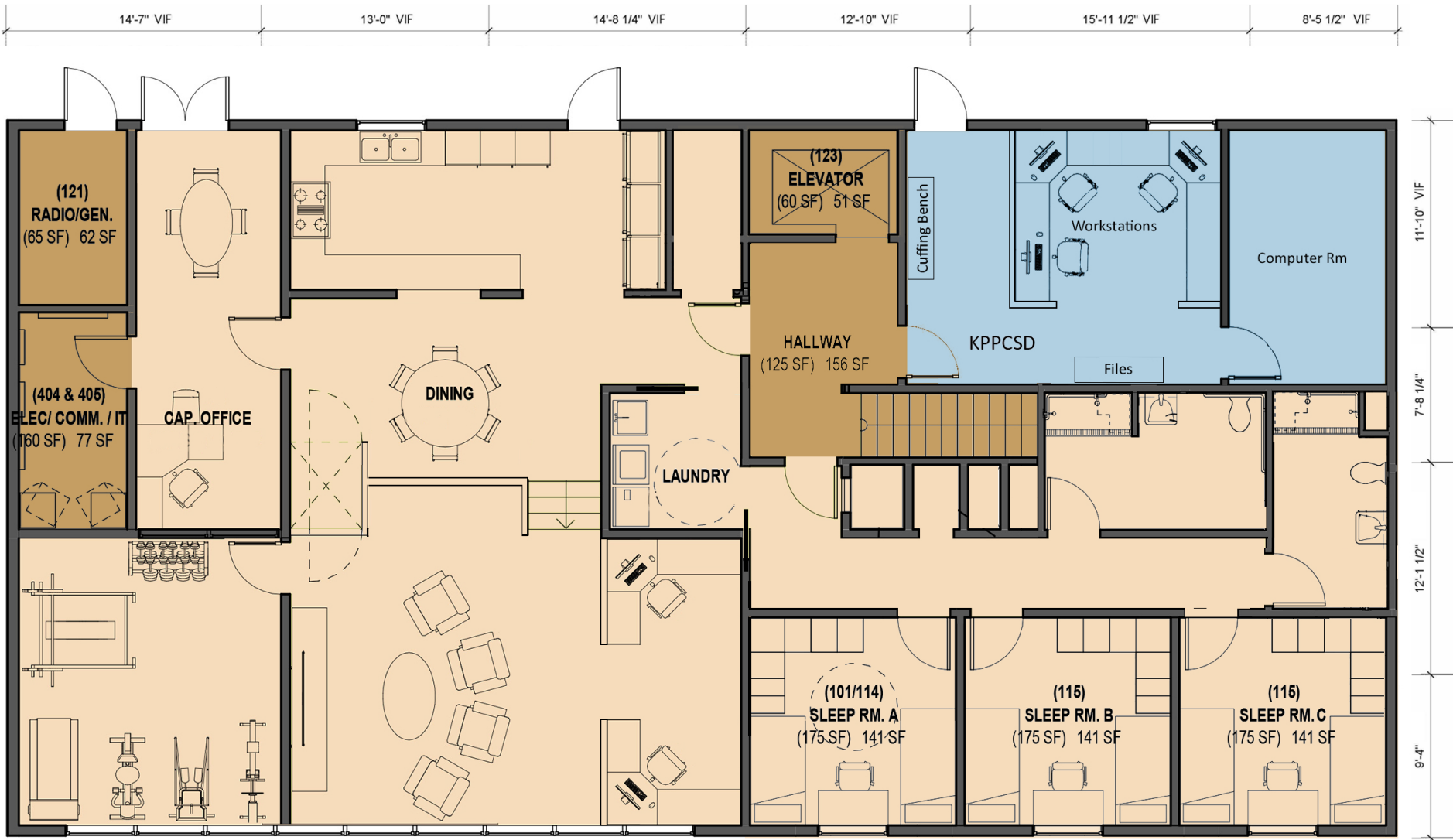
Option G: 1st Floor

**NOTE: See Joint Manager's Memo of 01/13/2021
For Unresolved Issues With This Option.**

- Note:
- KPPCSD Area Calcs
- 1st Fl = +/- 650 sf gross*
- 2nd Fl = +/- 378 sf gross
- Total = +/- 1,025 sf gross**
- * May require 2nd restrm.
- **Not incl. Joint Mtg Room

The drawings are conceptual in nature and are based on preliminary factors/assumptions that include:

1. The existing building documentation is incomplete. The current layouts are based on paper-drawings but have not been cross-referenced by conditions in the field. Detailed as-built drawings are required to validate current conditions.
2. The majority of the mechanical equipment is assumed to be relocated to the roof or other area exterior to the main building.
3. The elevator assumes a machine room-less (mrl) configuration. This feasibility is to be verified.
4. Further verification required to validate reducing the size of the elect/comm/it space. A detailed as-built assessment is required.
5. Further engineering—including structural design and shear wall requirements—may impact these space layouts
6. Plumbing fixture requirements have not been verified and an additional restroom may be required.



Option G: 2nd Floor

- KPPCSD
- KFPD
- Circulation/Bldg Mech

**NOTE: See Joint Manager's Memo of 01/13/2021
For Unresolved Issues With This Option.**

- Note:
- KPPCSD Area Calcs
- 1st Fl = +/- 650 sf gross*
- 2nd Fl = +/- 378 sf gross
- Total = +/- 1,025 sf gross**
- * May require 2nd restrm.
- **Not incl. Joint Mtg Room

KENSINGTON FIRE PROTECTION DISTRICT POLICY MANUAL

POLICY TITLE AND NUMBER: 1170 Financial Reserves

- 1170.00** Having an adequate financial reserve is critical to the successful and stable short- and long-term operation of the district. An adequate reserve ensures that the district will at all times have sufficient funding available to meet its operating and capital needs. The ability of the district to maintain reserve funds is a critical factor in providing reliable service and ensuring overall financial strength.
- 1170.01** A prime purpose of the reserves is to accumulate sufficient assets to pay known future liabilities and expenditures associated with the district's contract with the City of El Cerrito and its equipment outlays.
- 1170.02** The board shall deliberately set aside:
- A. At all times six months of the fee for services under the district's contract with the City of El Cerrito; and
 - B. One-fifteenth of the cost of each engine annually, such amount to be indexed by the cost of living; and
 - C. One-tenth of the cost of the Battalion Chief's vehicle, such amount to be indexed by the cost of living; and
 - D. The total of annual administrative costs for the General Manager, Accountant, Auditor, and Actuary; and
 - E. Such other amounts as the board shall deem prudent.
- 1170.03** Reserve funds need not be separated from other funds or accounts of the district.



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530

(510) 215-4450 • FAX (510) 232-4917

www.el-cerrito.org



DATE: August 3, 2022

TO: Bill Hansell: General Manager

FROM: Jose Castrejon: Interim Fire Chief

RE: **Fire Chief's Report for the July 2022 Fire District Board Meeting**

July Incident Run Reports

There were 28 incidents that occurred during the month of July in the community of Kensington. This is a decrease of six incidents from the previous month. Engine 165 responded to 70 incidents in July in all communities. This is one less response from the prior month. Overall, the El Cerrito-Kensington Fire Department has responded to 2,297 calls for service so far this year. The primary area of calls for service continues to be medical emergencies and assists.

Vegetation Inspections

The Fire Department has completed the third round of residential inspections for compliance with the District's Vegetation Management Policy. The community has made significant progress in reducing hazardous vegetation. All of Kensington's parcels were inspected, and less than five have required forced abatement. Residents with properties that were found to be out of compliance have been notified and will move on to the public hearing phase. State Law requires compliance in "Very High Fire Hazard Severity Zones" at all times. This includes annual grasses, and weeds are required to be continually cut and maintained to a height of 4" to 6". While this entails more frequent maintenance, the benefit is a reduced fire risk while mowing. Mowing grasses before noon also lowers the fire risk of unintentionally starting a fire. For more information on the District's website as well as Cal Fire's website on safe practices around the home to create a safe environment.

Monkeypox

Contra Costa County Health Services provided the following information about Monkey Pox. Monkeypox is a rare disease that is caused by infection with the monkeypox virus. It belongs to the same family of viruses as smallpox. On July 23, 2022, the World Health Organization (WHO) declared the monkeypox outbreak a global health emergency. In the U.S., the first monkeypox case from the current outbreak was identified on May 18. As of July 29, 5,189 cases in 47 states have been diagnosed, including nearly 800 in California. Initially imported from endemic countries via international travel, the primary mode of transmission is now local community spread. Thankfully, monkeypox is not easily transmitted; most diagnosed patients describe close, sustained physical contact with others who have had it prior to contracting it themselves. There have been no reported cases in Kensington at this point in time.

COVID-19 Mandates

COVID infections remained steady for the month of June. There have been no new deaths reported in Kensington from the virus at this time. Seventeen new cases were reported in the last 14 days bringing the positive test count to 462 in the community. The County and the Fire Department have relaxed some of their protocols, though the Department continues to test all non-vaccinated personnel at the start of their shift and requires masks to be worn on all responses.

Fire Season

The Fourth of July holiday had fire departments on alert. Fire agencies in Contra Costa County implemented a reduced response plan for the holiday weekend. In addition, law enforcement agencies assigned resources to crack down on illegal fireworks. Thanks to all this work, the call volume related to fireworks this year was much less than in the previous two years. There were no fireworks-related incidents within Kensington or El Cerrito during this time.

New Fire Chief

The El Cerrito City Council has hired Eric Saylor as Fire Chief for the City and community of Kensington. Chief Saylor began his career in the fire service in the City of Galt in Northern California. He was hired by the City of Sacramento in 1998, where he worked his way up through the ranks to Assistant Chief. Chief Saylor is currently working on a Doctorate in Leadership and Organizational Change from the University of Southern California. He holds a master's degree in Security Studies from the Naval Post Graduate School and a bachelor's degree in Business Management from California State University, Sacramento.

Fire Personnel

In mid-July, the fire department welcomed our newest member, Firefighter Jorge Arechiga. Jorge brings five years of experience from Cal Fire in Napa County. He was assigned to Station 26 in Saint Helena and was also a member of the Boggs Mountain Helitack.

Engineer Paramedic Gary Johnson retired after 20 years of service to the communities of Kensington and El Cerrito. Gary finished his career working out of Station 71 in El Cerrito.

The fire department is actively recruiting to fill the firefighter paramedic vacancy created by the recent retirement of Engineer Gary Johnson. We hope to have the position filled by early to late fall.

Register with the Contra Costa County Community Warning System

It cannot be stressed enough the importance to take a moment to register cell phones with the Contra Costa County Community Warning System (CWS). CWS will alert you when life-threatening incidents, like wildfire or power shutdowns, occur. www.cwsalerts.com



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www.el-cerrito.org



DATE: September 11, 2022

TO: Bill Hansell: General Manager

FROM: Eric Saylor: Fire Chief

RE: **Fire Chief's Report for the September 2022 Fire District Board Meeting**

Operations

August Incident Run Reports

Thirty-Seven incidents occurred during August in the community of Kensington. Engine 165 responded to a total of 57 calls in August, including one structure fire response. E165 contained the fire to the building of origin and completed the salvage, overhaul, and investigation with the assistance of E171 and E172.

Administration

Standard Operating Procedures

The El Cerrito-Kensington fire department drafted its first standard operation procedures (SOG) for residential fires. Modern home contents burn faster and hotter, reaching flasher over in roughly 50% than in the 1980's. As a result, most residential fires require multiple fire engines and a truck to extinguish. SOGs will assist in the rapid coordination of multiple units on a resident fire to ensure all objectives are met. Once the residential SOGs are developed, the fire department will start working on commercial building SOGs.

Vegetation Inspections

The Fire Department continues its residential inspections for compliance with the District's Vegetation Management Policy. State Law requires compliance in "Very High Fire Hazard Severity Zones" at all times; Annual grasses and weeds must always be maintained to 4" to 6". Cutting or mowing short dry grass is much safer than waiting until it is 2' or taller and dry. The District's and Cal Fire's websites provide information on safe practices around the home to create a safe environment.

Training

Active Shooter Drill

Members of the fire department participated in an active shooter at grammar school with law enforcement agencies. The drill used live roll players as victims, requiring the members to apply bleeding control and assist with removal of victims to an evacuation zone. The drill allowed the fire department to improve its planning a response to the active shooter events.

Citizen Engagement

Registering with the Contra Costa County Community Warning System can save lives. All residents of Kensington should register their cell phones with the Contra Costa County Community Warning System (CWS). CWS will alert you when life-threatening incidents, like wildfires or power shutdowns, occur. Registration can take place at www.cwsalerts.com



KENSINGTON FIRE PROTECTION DISTRICT

DATE: August 10, 2022

TO: Kensington Fire Protection District Board

RE: Emergency Preparedness Coordinator Report

SUBMITTED BY: Johnny Valenzuela, Emergency Preparedness Coordinator

The following progress items will be reviewed in the KFPD Board of Director's meeting:

1. Community Event/Engagement

- 8/2/2022 National Night Out
 - i. Lake Drive
 - ii. Purdue
 - iii. Kingston/Lennox
 - iv. Highland 122
 - v. Highland 13
 - vi. Kensington Ct
 - vii. Canon
 - viii. Stanford
 - ix. Stratford
 - x. Coventry
 - xi. Colgate
 - xii. Rugby

2. District Communications/ Publications

- 7/27/2022 Nextdoor Emergency Supply Sale
- 7/30/2022 Nextdoor Berkeley Cerrito Canyon Firewise
- 8/3/2022 Facebook Pt. Pinole Fire
- 8/3/2022 Nextdoor National Night Out
- Kensington Outlook Safety Scenario
- Kensington Outlook September Preparedness Month Article

Initiatives/ Deliverables

- Register community members for Red Flag Alert Emails
- Assisted community members with registration to CWS
- Reserve Location for Shredding Event 10/2022
- Assemble KFPD Literature Folders for National Night Out
- Assemble kid swag bags for National Night Out for Fire Crew Distribution
- Distribute folders to 12 block parties
- Provide Lake Drive Block Party with revised preparedness survey
- Gather and provide schedule and location of block parties to PD and FD
- Create a registration list for Firewise interest re: Cerrito Canyon

Emergency Preparedness Coordinator's Report

- Send notice to Kensington Police re: planning for Shredding and Med Collection 10/29/2022
- Attend Lake Drive NNO Block Party
- Conduct Presentation at Purdue Ave NNO Block Party
- Conduct Presentation at Kingston NNO Block Party
- Attend Highland NNO Block Party

3. Meetings

- 7/13/2022 KFPD Monthly Board Meeting
- 7/28/2022 Emergency Preparedness Committee

4. Introductions / Correspondences

Anthony Massucco CalFire
Candace Capogrossi
Laura Chick
Robin Burns
Irene Wells
Edgar Rosales (J Gioia Office)

5. Miscellaneous

N/A



KENSINGTON FIRE PROTECTION DISTRICT

DATE: September 14, 2022
TO: Kensington Fire Protection District Board
RE: Emergency Preparedness Coordinator Report
SUBMITTED BY: Johnny Valenzuela, Emergency Preparedness Coordinator

The following progress items will be reviewed in the KFPD Board of Director's meeting:

1. Community Event/Engagement

- 8/11/2022 CERT Water Storage Sale Pick-Up
- 9/11/2022 Solano Avenue Stroll with Station 75 Crew

2. District Communications/ Publications

- 8/09/2022 Facebook Chief Eric Saylor's Announcement
- 8/21/2022 Nextdoor Firescaping Video
- 8/30/2022 Facebook US National Weather Service Heat Warning
- 8/31/2022 Facebook Captain Crumpacker Lightning Complex Photo
- 9/1/2022 Facebook National Preparedness Month Week 1
- 9/1/2022 Nextdoor National Preparedness Month Week 1
- 9/2/2022 Nextdoor National Weather Service Heat Advisory
- 9/3/2022 Nextdoor The Fire Plug Newsletter Announcement
- 9/6/2022 Nextdoor Red Flag Notification Registration
- 9/8/2022 Nextdoor National Preparedness Month Week 2
- 9/8/2022 Facebook National Preparedness Month Week 2
- Kensington Outlook Safety Scenario October Edition
- Kensington Outlook October Edition Event Announcements

Initiatives/ Deliverables

- Register community members for Red Flag Alert Emails
- Assisted community members with registration to CWS
- October Shred Event Digital Campaign
- Logistics for 10/9 Pancake Breakfast
- Fire Plug Fall Edition 2022 Printed / Mailed / Uploaded
- Support to Avon / Ardmore for NEP Block Party Planning & Material
- September National Preparedness Month Campaign

3. Meetings

- 8/25/2022 Emergency Preparedness Committee
- 9/2/2022 Phone Meeting Chris Hilliard
- 9/7/2022 Chief & GM Meeting

4. Introductions / Correspondences

Anthony Massucco CalFire

Tess O'Riva

Charis Domador

Ednalee Warnecke

Susana Marshland

Chief Saylor

5. Miscellaneous

N/A



KENSINGTON FIRE PROTECTION DISTRICT
 MEETING OF THE EMERGENCY PREPAREDNESS COMMITTEE
 MINUTES
 Thursday, July 28, 2022 3:00pm-5:00pm
 Via Zoom Teleconference

1. CALL TO ORDER/ROLL CALL

Directors: Larry Nagel
 Public Members: Katie Gluck, Danielle Madugo, Paul Moss, David Spath
 Staff: General Manager Bill Hansell
 Consultant: Emergency Preparedness Coordinator Johnny Valenzuela
 Members of the Public: None

2. PUBLIC COMMENT

None

3. ADOPTION OF CONSENT ITEMS

a. Approval of Minutes of the Special Meeting of June 16, 2022 (Approve)

The minutes of the June 16, 2022 Special Meeting were approved by consensus.

4. OLD BUSINESS

None

5. NEW BUSINESS

a. Discussion of policies for parking on Red Flag Days

Brad Harms represented the KPD in the discussion. Brad noted that he had encountered problems in attempting to alter the parking patterns during high fire hazard days. In particular, Lt. Harms was addressing parking along dead end streets including York Avenue, Windsor Avenue, and St. Albans Road where residents must park on the ingoing side of the street pointing away from the egress and necessitating a U-turn to exit. California Vehicle Code CVC 22052 prohibits parking on the “wrong” side of street or facing the “wrong way” unless a local ordinance allows this. Parking this way could open the KPPCSD to liability in case of accident or injury. The only way we can do this is to change specific streets by petition. Lt. Harms noted that he did encounter a lot of resistance to changing the parking patterns and was doubtful such a petition would succeed at this point in time. Lt. Harms noted that we could revisit this by having block parties on the streets that require better parking. This would involve volunteers from the EPC. He reports better

progress with proposed parking changes on Purdue, Kenyon, and Westminster, where residents seem agreeable to reversing their parking patterns to point downhill. The curb at the Princeton/Amherst intersection was painted red, which makes turning much easier. Lt. Harms said he will look into the condition of the Beloit/Cambridge and Cambridge/Yale intersections, where the red curbs are faded.

b. Planning for next Evacuation Drill

Lt. Harms thinks the next evacuation drill will not be until next Spring, 2023. He does not feel the KPD presently has sufficient staff to attempt another drill this year, and he also would be concerned with having a drill during the peak of fire season because it causes a lot of concern among residents that did not hear about the drill.

c. Report on Potential Grant Funding (Lisa Caronna and David Spath)

Dave Spath reported that he and Lisa researched grants. CalFire is a source of funding for state grants for fuel reduction and wildfire education. The next grant cycle starts in December. Federal grants through FEMA such as City of Paradise to fund installation of 21 early warning systems (75/25 match). Dave and Lisa talked to the head of recovery in Paradise. Paradise received one \$50M grant to design the system and another to purchase and install the system. General Manager Bill Hansell noted that the problem with the last grant writer was that a large portion of the job of grant writing still ended up with the General Manager and he just didn't have the time. We need grant writers who will not just identify potential sources of funding but will actually write the proposals.

d. Report on Protecting Your City from Wildfire 2022 (Larry Nagel)

Report on the webinar Protecting Your City from Wildfire 2022 which was presented on April 19-20, 2022. The webinar materials may be found at the link <https://www.dropbox.com/sh/3sq5mdkdy1xjo0o/AACGLm3NB2oXmMJDDX-uwEL5la?dl=0>

Larry Nagel gave a report. Larry attended the "virtual" conference on Zoom and was able to make a large portion of the materials available to the EPC members at the above web link. The materials consist of the slides for nine of the presentations as well as slides for eight "on-demand" lectures. The file

[Protecting Your City From Wildfire April 19-20 2022 - Notes.pdf](#)

provides a table of contents of the various talks.

6. EMERGENCY PREPAREDNESS COORDINATOR'S REPORT

Johnny Valenzuela will be in the district on Monday and Tuesday preparing for National Night Out. He displayed the handouts that will be distributed at the block parties.

Johnny met with Berkeley Fire officials to have a look at the Cerritos Canyon. It looked like the Canyon was in better shape than anticipated. Both Berkeley and Johnny are trying to organize a FireWise community for Cerritos Canyon. Dave Spath asked if house hardening was going to be part of the FireWise effort.

The shredding event and drug collection is set for September.

September is National Preparedness Month and Johnny will be working on raising awareness during September.

7. REPORTS FROM COMMITTEE MEMBERS

Danielle Madugo gave a report on the PG&E Safety Webinar that was presented today:

1. Undergrounding: big push to do so; 10k mile goal
 1. Planned Contra Costa County (CCC) 2022 6 miles, <1mi completed
 2. pge.com/undergrounding
2. Overhead system hardening
 1. Miles in CCC completed through 2021 18mi, <1 planned in 2022
 2. pge.com/systemhardening
3. Tilden Park towers next to eucalyptus grove
 1. Recently met with each other, they interface and collectively decide how to reach their personal goals
 2. Sounded like they were going to be updating/replacing towers and lines that cross Tilden and the eucalyptus grove. This is the same line that runs down Moeser that they've been working on this week.
4. Alert Wildfire cameras
 1. They are working towards AI but not there yet
 2. They have a 24/7 monitoring crew in San Ramon for the (~ 600) wildfire cameras. It's unclear if that was ONLY for the wildfire cameras. They also use the satellite data (received every 5 or 10 minutes) to assess for ignitions.
5. Report It App Safety App
 1. See something that isn't an emergency, you can snap a picture and send it to them through the app; also at pge.com/reportit
 2. You can also look to see what's planned on the safety maps (mentioned next) and then if something you want isn't there, use the Report It app to bring it to their attention
6. Online Safety Maps
 1. Shows completed and planned safety work in their community
 2. pge.com/customerpspsplanningmaps

Paul Moss noted that along Olde School Trail there is a dense thicket of brush left after goat grazing. Larry Nagel will contact Chief Theile about this.

Paul Moss reported that he and Dave Spath spoke with a Berkeley resident who established a FireWise community. They spent a lot of time organizing and it took two years to get their certification. Paul didn't feel it was worth the effort. Paul will

talk to the residents at the National Night Out. The big problem is finding a lead person or persons to pursue the FireWise certification.

Johnny noted that the application is challenging, but that it worked fine in Mosquito.

Paul Moss reported on the results of the Survey of Lake Drive residents who revealed that only 56% of the residents surveyed have a reunification plan or a meeting place established with friends and family for emergencies.

8. CALL FOR FUTURE AGENDA ITEMS

None

9. ADJOURNMENT

The next regular meeting of the Emergency Preparedness Committee of the Kensington Fire Protection District will be held on August 25, 2022 at 3:00pm via Zoom Conference, unless noticed otherwise per the Brown Act.

MINUTES PREPARED BY: Larry Nagel

These minutes were approved at the Emergency Preparedness Committee Meeting of the Kensington Fire Protection District on September 22, 2022.

Attest:

Emergency Preparedness Committee Member



KENSINGTON FIRE PROTECTION DISTRICT
MEETING OF THE EMERGENCY PREPAREDNESS COMMITTEE
MINUTES
Thursday, August 25, 2022 3:00pm-5:00pm
Station 65 Apparatus Bay, PSB, 217 Arlington
Kensington, California

1. CALL TO ORDER/ROLL CALL

Directors: Larry Nagel and Kevin Padian
Public Members: Lisa Caronna, Paul Moss, David Spath
Staff: General Manager Bill Hansell, Chief Eric Saylor
Consultant: Emergency Preparedness Coordinator Johnny Valenzuela
Members of the Public: Hal Graboske, Edna Weineke, Linnea Due

2. PUBLIC COMMENT

This place on the agenda is reserved for comments and inquiries concerning matters that do not otherwise appear on the agenda.

None

3. ADOPTION OF CONSENT ITEMS

a. Approval of Minutes of the Special Meeting of July 28, 2022

The minutes could not be approved due to a lack of quorum when Lisa Caronna recused herself because she did not attend the July 28, 2022 meeting.

4. OLD BUSINESS

None

5. NEW BUSINESS

a. Discussion with our new Fire Chief, Eric Saylor

Kevin Padian began the discussion with a background of where this committee has journeyed over the past four years.

The first step was to hire three UC Berkeley graduate students to perform a Traffic Study for Kensington. This study was exhaustive and spanned the entire summer of 2018. The results of the study are available on the KFPD website.

Kevin explained that the next step was to implement as many of the recommendations of the traffic study as possible without spending enormous amount of money. Working with Lt. Brad Harms in the KPD, we arranged with the Sunset Cemetery to have the gates opened in an evacuation and we placed additional signage in the cemetery to establish an escape route. We also replaced the bollards on Highland Boulevard at the school with chains that could be removed easily to facilitate evacuation. Danielle Madugo worked with the Hilltop Elementary School staff to establish evacuation procedures and plans. Working

with the County Road Department, we had curbs painted red at key intersections that would be pinch points during an evacuation. We also started working with Chief Pigoni and Chief Gancasz to set up our first evacuation drill, which was held on April 9, 2022.

Kevin noted that we also investigate obtaining emergency radios for Kensington residents but concluded that the radios would not be very helpful.

EPC Member Katie Gluck led an effort to investigate obtaining a long range audio device (LRAD) system to alert Kensington residents in an emergency (wildfire or earthquake). We met with vendors of these devices on numerous occasions and will have General Manager Bill Hansell prepare an RFP for a system. Then the plan is to survey Kensington residents to assess how much support there is for such a system.

We also proposed to the Board that we hire a full time Emergency Preparedness Coordinator and the district subsequently hire Johnny Valenzuela in 2021. Johnny has accomplished a tremendous amount in one year in his efforts to raise public awareness through attending block parties and other events as well as distributing material and becoming the editor of the Fire Plug. National Night Out was an outstanding success this year. Kevin noted that our contract with El Cerrito only includes CERT training and there is no staff or concerted effort by El Cerrito Fire Department for emergency preparedness, so Kensington is on our own.

Kevin then opened the meeting to a discussion by EPC members.

Dave Spath pointed out that there are some inconsistencies with the Zonehaven zones that need work. In particular, in his zone houses on one side of the street are in one zone and houses on the other side of the street are in another zone. This will cause confusion in the event of a partial evacuation.

Lisa Caronna noted that she has been very active in the Kensington Pathkeeper group and their goal is to find a permanent owner of the paths in Kensington. Their feeling is that the paths could have an important role in an evacuation.

Dave Spath noted that we may be missing out on grants for wildfire preparation and vegetation management. Dave noted that the City of Paradise obtained grants for the design and purchase of an emergency warning system.

Chief Saylors noted that he is very accustomed to obtaining and managing grants for fire protection and he intends to vigorously pursue grants in the future.

Linnea Due noted her three concerns in emergency preparedness which are (1) 28% of the population of Kensington is over 55 and will need special attention in an evacuation (2) the gutters in many streets in Kensington are so steep that cars are damaged if they drive into them (this could cause problems in an evacuation) and (3) The Cerritos Canyon is in desperate need of fuel reduction. This project is being addressed jointly by the Berkeley and El Cerrito Fire Departments.

Chief Saylors concluded the discussion with a summary of his plans as Chief. He holds public education as a very high priority and plans to address this issue. This dovetails nicely with our Emergency Preparedness Committee. Chief Saylors noted he is a big fan of a "sand table" which is a modeling tool that allows the simulation of various wildfire scenarios.

b. Update on District finances for the immediate future

General Manager Bill Hansell provided an informal update on where the District is financially, following the completion of the contracts funding the PSB, with consideration of potential funds to implement Emergency Preparedness projects. The budget for Emergency Preparedness in 2020-21 was \$60,000, and in 2021-22 the budget grew to \$44,000 plus \$100,000 for the Emergency Preparedness Coordinator. What happens in 2022-23 will depend on the renovation of Station 65, but at present those costs are coming in under budget.

c. Status of RFP Preparation for Emergency Warning Devices

Kevin noted that we need to develop an RFP for Emergency Warning Systems so that we can establish cost estimates and survey the Kensington residents to assess support for such a system. General Manager Bill Hansell noted that we could either have one vendor design the system and another contractor install the system (like Paradise did) or we could bid the project as a Design-Build project where there is only one vendor.

d. Planned priorities for EPC during the coming year

Because of the lack of remaining time and the absence of several EPC members, Kevin suggested that we postpone this item until the September meeting and the EPC members concurred.

6. EMERGENCY PREPAREDNESS COORDINATOR'S REPORT

Johnny Valenzuela reported that National Night Out this year was very successful after a two year hiatus. He visited about six block parties, spoke with residents, and distributed literature.

Johnny noted that the Fire Plug has gone to press and should be arriving in the mailboxes of residents soon. The issue is devoted to Emergency Preparedness in honor of September being National Emergency Awareness Month.

In October there are three events planned. On October 8, there will be a Pancake Breakfast at The Unitarian Church for residents. The next Shred and Meds day will be conducted by the KFD and the KPD on October 29. On a date to be determined, there will be a block party on Ardmore Road.

7. REPORTS FROM COMMITTEE MEMBERS

Paul Moss asked about status of the fuel reduction efforts of the EBRPD. Larry Nagel noted that he had not yet spoken with Chief Aileen Theile about this but will be the next meeting.

8. CALL FOR FUTURE AGENDA ITEMS

None

9. ADJOURNMENT

The next regular meeting of the Emergency Preparedness Committee of the Kensington Fire Protection District will be held on September 22, 2022 at 3:00pm via Zoom Conference, unless noticed otherwise per the Brown Act.

The meeting was adjourned at 4:51 PM by Kevin Padian.

MINUTES PREPARED BY: Larry Nagel

These minutes were approved at the Emergency Preparedness Committee Meeting of the Kensington Fire Protection District on September 22, 2022.

Attest:

Emergency Preparedness Committee Member

DRAFT



Kensington Fire Protection District

Employee Timesheet Summary

FY2021-2022

Bill Hansell, General Manager

Activity Code	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Target	Actual	GA	FB	EP	PL	PS	HL	SL	VL
7/15/2021	51.45	52.00	37.50	6.25	2.25	0.00	0.00	6.00	0.00	0.00
7/31/2021	54.88	53.50	28.00	16.50	9.00	0.00	0.00	0.00	0.00	0.00
8/15/2021	51.45	51.25	10.25	15.00	5.00	0.00	3.25	0.00	5.00	12.75
8/31/2021	54.88	54.75	15.50	0.50	11.75	0.00	7.00	0.00	0.00	20.00
9/15/2021	51.45	92.50	28.00	26.25	4.00	0.00	28.25	6.00	0.00	0.00
9/30/2021	51.45	53.25	8.00	8.25	10.50	0.00	26.50	0.00	0.00	0.00
10/15/2021	51.45	84.75	48.25	16.25	3.00	3.00	14.25	0.00	0.00	0.00
10/31/2021	54.88	54.75	8.75	17.75	4.00	0.50	3.75	0.00	8.00	12.00
11/15/2021	51.45	68.25	37.75	15.75	3.50	0.00	5.25	0.00	0.00	6.00
11/30/2021	51.45	37.25	4.75	4.75	3.00	0.00	0.00	12.00	3.75	9.00
12/15/2021	51.45	64.50	30.25	10.50	9.50	0.00	14.25	0.00	0.00	0.00
12/31/2021	54.88	33.25	3.50	3.25	0.75	0.00	2.75	15.00	3.00	5.00
1/15/2022	51.45	79.00	28.50	28.50	5.00	0.00	11.00	6.00	0.00	0.00
1/31/2022	54.88	44.25	7.25	10.75	6.75	0.00	8.00	6.00	1.50	4.00
2/15/2022	51.45	75.25	35.50	10.75	3.00	0.00	26.00	0.00	0.00	0.00
2/28/2022	44.59	38.00	5.50	1.50	4.00	0.25	12.75	6.00	3.50	4.50
3/15/2022	51.45	63.00	34.00	7.00	4.00	0.50	17.50	0.00	0.00	0.00
3/31/2022	54.88	34.75	5.00	2.25	5.50	4.50	9.50	0.00	3.00	5.00
4/15/2022	51.45	80.75	43.75	18.25	4.75	0.00	14.00	0.00	0.00	0.00
4/30/2022	51.45	43.75	22.00	0.75	8.25	4.50	4.75	0.00	3.50	0.00
5/15/2022	51.45	68.50	52.75	5.25	0.00	0.00	10.50	0.00	0.00	0.00
5/31/2022	54.88	56.00	5.00	17.75	2.75	0.00	24.50	6.00	0.00	0.00
6/15/2022	51.45	93.00	40.00	16.50	4.75	0.00	31.75	0.00	0.00	0.00
6/30/2022	51.45	46.00	18.00	3.00	2.25	0.00	22.75	0.00	0.00	0.00
Total Hours:	1,251.95	1,422.25	557.75	263.25	117.25	13.25	298.25	63.00	31.25	78.25
		113.60%	39.22%	18.51%	8.24%	0.93%	20.97%	4.43%	2.20%	5.50%
Hrs Per Wk:	24.08	27.35								



Kensington Fire Protection District

Employee Timesheet Summary

FY2022-2023

Bill Hansell, General Manager

Activity Code	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Target	Actual	GA	FB	EP	PL	PS	HL	SL	VL
7/15/2022	51.45	73.50	23.00	12.50	0.00	1.00	31.00	6.00	0.00	0.00
7/31/2022	54.88	36.50	4.50	4.50	2.00	0.00	25.50	0.00	0.00	0.00
8/15/2022	51.45	51.00	4.50	8.00	0.00	2.00	6.00	0.00	13.00	17.50
8/31/2022	54.88	34.00	3.50	8.00	2.50	0.50	16.75	0.00	1.25	1.50
9/15/2022	51.45	0.00								
9/30/2022	51.45	0.00								
10/15/2022	51.45	0.00								
10/31/2022	54.88	0.00								
11/15/2022	51.45	0.00								
11/30/2022	51.45	0.00								
12/15/2022	51.45	0.00								
12/31/2022	54.88	0.00								
1/15/2023	51.45	0.00								
1/31/2023	54.88	0.00								
2/15/2023	51.45	0.00								
2/28/2023	44.59	0.00								
3/15/2023	51.45	0.00								
3/31/2023	54.88	0.00								
4/15/2023	51.45	0.00								
4/30/2023	51.45	0.00								
5/15/2023	51.45	0.00								
5/31/2023	54.88	0.00								
6/15/2023	51.45	0.00								
6/30/2023	51.45	0.00								
Total Hours:	1,251.95	195.00	35.50	33.00	4.50	3.50	79.25	6.00	14.25	19.00
		15.58%	18.21%	16.92%	2.31%	1.79%	40.64%	3.08%	7.31%	9.74%



Kensington Fire Protection District Employee Timesheet

Employee Name: Bill Hansell
 Title: General Manager
 Pay Period Start: 5/16/2022
 Pay Period End: 5/31/2022

Program Areas	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Task/Project	Hours	GA	FB	EP	PL	PS	HL	SL	VL
5/16/2022	See Separate Task Sheet	5.75	1.00				4.75			
5/17/2022	"	3.25		1.50			1.75			
5/18/2022	"	6.25					6.25			
5/19/2022	"	1.25					1.25			
5/20/2022	"	2.50		2.50						
5/21/2022	"	0.00								
5/22/2022	"	0.50			0.50					
5/23/2022	"	0.00								
5/24/2022	"	6.75		5.25			1.50			
5/25/2022	"	2.50		2.50						
5/26/2022	"	7.25	1.00	3.00	2.25		1.00			
5/27/2022	"	8.50		1.50			7.00			
5/28/2022	"	1.00		1.00						
5/29/2022	"	2.00	2.00							
5/30/2022	"	7.00	1.00					6.00		
5/31/2022	"	1.50		0.50			1.00			
Total Hours		56.00	5.00	17.75	2.75	0.00	24.50	6.00	0.00	0.00
Rate		\$ 108.00								
Total Gross Pay		\$ 6,048.00								

Bill Hansell

5/30/2022

Employee Signature

Date

Finance Signature

Date

Subject	Duration	Day	Subject
KFPD - Gen Mgmt re: Crime Renewal Application Policy	1.00	Mon 5/16/2022	KFPD Gen Mgmt
KFPD - PSB re: Dwg revisions	0.50	Mon 5/16/2022	KFPD PSB
KFPD - PSB re: Tel w/Mack5	0.50	Mon 5/16/2022	KFPD PSB
KFPD - PSB re: Dwg revisions	2.25	Mon 5/16/2022	KFPD PSB
KFPD - PSB re: Dwg revisions	1.50	Mon 5/16/2022	KFPD PSB
Day Total:	5.75		
KFPD - PSB re: Dwg revisions	0.50	Tue 5/17/2022	KFPD PSB
KFPD - Finance re: Zoom Mtg (EC Budget Conf)	1.50	Tue 5/17/2022	KFPD Finance
KFPD - PSB re: Temp Facility Progress Mtg	1.25	Tue 5/17/2022	KFPD PSB
Day Total:	3.25		
KFPD - PSB re: Parking lot lease (Tel w/TOR)	0.75	Wed 5/18/2022	KFPD PSB
KFPD - PSB re: Temp Facility Progress Mtg	0.75	Wed 5/18/2022	KFPD PSB
KFPD - PSB re: Tel w/RB (Lease update; Mtg planning)	0.75	Wed 5/18/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Financing RFI)	1.50	Wed 5/18/2022	KFPD PSB
KFPD - PSB re: Dwg revisions	0.50	Wed 5/18/2022	KFPD PSB
KFPD - PSB re: Dwg revisions	2.00	Wed 5/18/2022	KFPD PSB
Day Total:	6.25		
KFPD - PSB re: Dwg revisions	1.50	Thu 5/19/2022	KFPD PSB
Day Total:	1.50		
KFPD - Finance re: Mtg agenda & packet	2.50	Fri 5/20/2022	KFPD Finance
Day Total:	2.50		
KFPD - EPC re: Draft agenda	0.50	Sun 5/22/2022	KFPD EPC
Day Total:	0.50		
KFPD - Finance Committee Mtg (EC Fire Contract Review)	1.50	Tue 5/24/2022	KFPD Finance
KFPD - Finance re: Draft budget	2.00	Tue 5/24/2022	KFPD Finance
KFPD - PSB re: Temp Facility (Comm, Sanitary Connection, Schedule, PGE)	1.50	Tue 5/24/2022	KFPD PSB
KFPD - Finance re: Fire Station Budget Comparison	1.75	Tue 5/24/2022	KFPD Finance
Day Total:	6.75		
KFPD - Finance Committee Mtg (EC Fire Contract Review)	1.50	Wed 5/25/2022	KFPD Finance
KFPD - Finance re: Planning	1.00	Wed 5/25/2022	KFPD Finance
Day Total:	2.50		
KFPD - Finance re: Planning	0.50	Thu 5/26/2022	KFPD Finance
KFPD - Finance re: Timesheet reports	0.50	Thu 5/26/2022	KFPD Finance
KFPD - PSB re: Temp Facility (Site mtg for gate and fence)	0.75	Thu 5/26/2022	KFPD PSB
KFPD - Finance re: Mechancs Bank (Deposit issues; EFT letter)	0.50	Thu 5/26/2022	KFPD Finance
KFPD - EPC re: Tel w/Chief (LRAD RFPs)	0.25	Thu 5/26/2022	KFPD EPC
KFPD - PSB re: Temp Facility (Tel w/Estimator)	0.25	Thu 5/26/2022	KFPD PSB
KFPD - Finance re: Mtg w/Maze	1.00	Thu 5/26/2022	KFPD Finance
KFPD - Finance re: Timesheet reports	0.50	Thu 5/26/2022	KFPD Finance
KFPD - EPC re: Committee Mtg	2.00	Thu 5/26/2022	KFPD EPC
KFPD - Gen Mgmt re: Library Mgr & Supervisor (Location for hybrid mtgs)	1.00	Thu 5/26/2022	KFPD Gen Mgmt
Day Total:	7.25		
KFPD - PSB re: Temp Facility (Bid package)	7.00	Fri 5/27/2022	KFPD PSB
KFPD - Finance re: Draft budget v2	1.50	Fri 5/27/2022	KFPD Finance
Day Total:	8.50		
KFPD - Finance re: Draft budget v2	1.00	Sat 5/28/2022	KFPD Finance
Day Total:	1.00		
KFPD - Gen Mgmt re: Hybrid mtg options; Emails	2.00	Sun 5/29/2022	KFPD Gen Mgmt
Day Total:	2.00		
KFPD - Gen Mgmt re: Holiday	6.00	Mon 5/30/2022	KFPD Holiday
KFPD - Gen Mgmt re: BOD Mtg agenda	1.00	Mon 5/30/2022	KFPD Gen Mgmt
Day Total:	7.00		
KFPD - PSB re: Temp Facility (Tel w/Keith Marks for bldg permit sched)	0.50	Tue 5/31/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Tel w/Chief on permit, site work)	0.50	Tue 5/31/2022	KFPD PSB
KFPD - Finance re: Invoices	0.50	Tue 5/31/2022	KFPD Finance
Day Total:	1.50		
Total (24hrs/wk Allowance = 3.43hrs/day x 16 days = 54.88hrs Max):	56.25		
Target Hrs (Over/Under)	1.37		



Kensington Fire Protection District Employee Timesheet

Employee Name: Bill Hansell
 Title: General Manager
 Pay Period Start: 6/1/2022
 Pay Period End: 6/15/2022

Program Areas	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Task/Project	Hours	GA	FB	EP	PL	PS	HL	SL	VL
6/1/2022	See Separate Task Sheet	6.75	2.00	0.25			4.50			
6/2/2022	"	11.00		8.50			2.50			
6/3/2022	"	10.75	3.50	3.75	2.00		1.50			
6/4/2022	"	3.00	3.00							
6/5/2022	"	10.50	10.50							
6/6/2022	"	7.50	7.50							
6/7/2022	"	8.75	6.00	1.00			1.75			
6/8/2022	"	8.25	2.25	1.75	0.25		4.00			
6/9/2022	"	2.75	1.50		0.25		1.00			
6/10/2022	"	3.25			0.75		2.50			
6/11/2022	"	0.00								
6/12/2022	"	0.00								
6/13/2022	"	0.25		0.25						
6/14/2022	"	10.00	2.00		1.50		6.50			
6/15/2022	"	10.25	1.75	1.00			7.50			
Total Hours		93.00	40.00	16.50	4.75	0.00	31.75	0.00	0.00	0.00
Rate		\$ 108.00								
Total Gross Pay		<u>\$ 10,044.00</u>								

Bill Hansell

6/15/2022

Employee Signature

Date

Finance Signature

Date

Subject	Duration	Day	Subject
KFPD - Gen Mgmt re: BOD mtg packet	1.50	Wed 6/1/2022	KFPD Gen Mgmt
KFPD - PSB re: Temp Facility (On site for turning radius)	1.50	Wed 6/1/2022	KFPD PSB
KFPD - Gen Mgmt re: PSB (Mail, Messages)	0.50	Wed 6/1/2022	KFPD Gen Mgmt
KFPD - Finance re: Mechanics Bank (Deposits, Issues w/County reimbursements)	0.25	Wed 6/1/2022	KFPD Finance
KFPD - PSB re: Temp Facility (Unitarian Board Mtg)	1.00	Wed 6/1/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Site Plan revs)	2.00	Wed 6/1/2022	KFPD PSB
Day Total:	6.75		
KFPD - PSB re: Temp Facility (Site Plan revs)	1.50	Thu 6/2/2022	KFPD PSB
KFPD - Finance re: Bookkeeping	0.50	Thu 6/2/2022	KFPD Finance
KFPD - PSB re: Temp Facility (Power Pole Permit)	1.00	Thu 6/2/2022	KFPD PSB
KFPD - Finance re: Bookkeeping	5.00	Thu 6/2/2022	KFPD Finance
KFPD - Finance re: Bookkeeping	3.00	Thu 6/2/2022	KFPD Finance
Day Total:	11.00		
KFPD - Finance re: Bookkeeping	2.00	Fri 6/3/2022	KFPD Finance
KFPD - Finance re: Bookkeeping	1.75	Fri 6/3/2022	KFPD Finance
KFPD - Gen Mgmt re: BoD mtg agenda (Tel w/LN)	1.75	Fri 6/3/2022	KFPD Gen Mgmt
KFPD - EPC re: Wildfire JPA Mtg	2.00	Fri 6/3/2022	KFPD EPC
KFPD - PSB re: Renovation bid posting	1.50	Fri 6/3/2022	KFPD PSB
KFPD - Gen Mgmt re: BoD mtg agenda	1.75	Fri 6/3/2022	KFPD Gen Mgmt
Day Total:	10.75		
KFPD - Gen Mgmt re: BoD mtg supplemental materials	2.00	Sat 6/4/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: BoD mtg supplemental materials	1.00	Sat 6/4/2022	KFPD Gen Mgmt
Day Total:	3.00		
KFPD - Gen Mgmt re: BoD mtg supplemental materials	2.00	Sun 6/5/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: BoD mtg supplemental materials	4.00	Sun 6/5/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: PSB for mail, post agenda	0.50	Sun 6/5/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: BoD mtg supplemental materials	1.00	Sun 6/5/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: BoD mtg supplemental materials	3.00	Sun 6/5/2022	KFPD Gen Mgmt
Day Total:	10.50		
KFPD - Gen Mgmt re: BoD mtg supplemental materials	2.50	Mon 6/6/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: BoD mtg supplemental materials	3.00	Mon 6/6/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: BoD mtg supplemental materials	2.00	Mon 6/6/2022	KFPD Gen Mgmt
Day Total:	7.50		
KFPD - Finance re: Tel w/NHA (Prelim loan responses)	0.50	Tue 6/7/2022	KFPD Finance
KFPD - Gen Mgmt re: Communications	0.50	Tue 6/7/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: Mtg w/Chief (Abatement info)	1.00	Tue 6/7/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: Mtg Mins	1.50	Tue 6/7/2022	KFPD Gen Mgmt
KFPD - PSB re: EC Conditional Use Permit questions (Tel w/SM)	1.00	Tue 6/7/2022	KFPD PSB
KFPD - PSB re: EC Modular, Schedule(Tel w/TK)	0.75	Tue 6/7/2022	KFPD PSB
KFPD - Finance re: Tel w/Tom Phillips, Risk Management (Insurance for tem station	0.50	Tue 6/7/2022	KFPD Finance
KFPD - Gen Mgmt re: BoD mtg supplemental materials	3.00	Tue 6/7/2022	KFPD Gen Mgmt
Day Total:	8.75		
KFPD - Gen Mgmt re: BoD mtg supplemental materials	2.00	Wed 6/8/2022	KFPD Gen Mgmt
KFPD - PSB re: NHA consulting (Bond option analysis)	2.00	Wed 6/8/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Dwgs)	0.50	Wed 6/8/2022	KFPD PSB
KFPD - Finance re: Re-issue warrants (Martinez); Mechanics Bank	1.50	Wed 6/8/2022	KFPD Finance
KFPD - EPC re: Community events (Tel w/JV)	0.25	Wed 6/8/2022	KFPD EPC
KFPD - Gen Mgmt re: PSB for mail, msgs	0.25	Wed 6/8/2022	KFPD Gen Mgmt
KFPD - PSB re: KPPCSD coord w/Chief Gancasz	0.50	Wed 6/8/2022	KFPD PSB
KFPD - Finance re: Confirm Recon/Spec Tax History (Tel w/MP)	0.25	Wed 6/8/2022	KFPD Finance
KFPD - PSB re: NHA consulting (Financial Model)	1.00	Wed 6/8/2022	KFPD PSB
Day Total:	8.25		
KFPD - Gen Mgmt re: BoD mtg notices; Outreach to CSD	1.50	Thu 6/9/2022	KFPD Gen Mgmt
KFPD - EPC re: Mtg agenda	0.25	Thu 6/9/2022	KFPD EPC
KFPD - PSB re: NHA consulting (Bond option analysis)	1.00	Thu 6/9/2022	KFPD PSB
Day Total:	2.75		
KFPD - PSB re: NHA consulting (Bond option analysis)	1.50	Fri 6/10/2022	KFPD PSB
KFPD - PSB re: NHA consulting (Bond option analysis)	1.00	Fri 6/10/2022	KFPD PSB
KFPD - EPC re: Committee Mtg agenda	0.75	Fri 6/10/2022	KFPD EPC

	Day Total:	3.25		
KFPD - Finance re: Tel VSP (Account access)		0.25	Mon 6/13/2022	KFPD Finance
	Day Total:	0.25		
KFPD - PSB re: Temp Facility (Submit for Bldg Permit)		0.50	Tue 6/14/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Submit for Sanitary Permit)		0.50	Tue 6/14/2022	KFPD PSB
KFPD - PSB re: Renovation (Bid Site Visit)		1.50	Tue 6/14/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Craft Ave neighbor outreach)		1.00	Tue 6/14/2022	KFPD PSB
KFPD - EPC re: HEF Mtg		1.50	Tue 6/14/2022	KFPD EPC
KFPD - Gen Mgmt re: Communications		2.00	Tue 6/14/2022	KFPD Gen Mgmt
KFPD - PSB re: Renovation (Bid Pricing Schedule)		3.00	Tue 6/14/2022	KFPD PSB
	Day Total:	10.00		
KFPD - PSB re: Renovation (Bid Pricing Schedule)		1.00	Wed 6/15/2022	KFPD PSB
KFPD - PSB re: Renovation (Loan questions)		0.50	Wed 6/15/2022	KFPD PSB
KFPD - Financial re: CERBT Year-End Webinar		1.00	Wed 6/15/2022	KFPD Finance
KFPD - PSB re: Renovation (Loan questions)		0.50	Wed 6/15/2022	KFPD PSB
KFPD - PSB re: Temp Facility (On site for modular delivery)		1.50	Wed 6/15/2022	KFPD PSB
KFPD - Gen Mgmt re: PSB for mail, msgs, staff questions		1.75	Wed 6/15/2022	KFPD Gen Mgmt
KFPD - PSB re: Renovation (RFI's, Bid Docs)		2.00	Wed 6/15/2022	KFPD PSB
KFPD - PSB re: Temp Facility (EC Planning Conditional Use Hearing)		2.00	Wed 6/15/2022	KFPD PSB
	Day Total:	10.25		
Total (24hrs/wk Allowance = 3.43hrs/day x 15 days = 51.45 hrs Max):		93.00		
Target Hrs (Over/Under)		41.55		

Subject	Duration	Day	Subject
KFPD - Gen Mgmt re: Wildfire Regional Priority Plan Stakeholder Meeting #6	1.50	Thu 6/16/2022	KFPD Gen Mgmt
KFPD - EPC re: Committee Mtg	2.00	Thu 6/16/2022	KFPD EPC
KFPD - Financial re: Transmittal	0.75	Thu 6/16/2022	KFPD Finance
Day Total:	4.25		
KFPD - PSB re: Renovation (Revised Bid Set)	1.00	Fri 6/17/2022	KFPD PSB
KFPD - Financial re: Timesheet. Payroll	0.25	Fri 6/17/2022	KFPD Finance
KFPD - PSB re: Renovation (Revised Bid Set)	3.50	Fri 6/17/2022	KFPD PSB
Day Total:	4.75		
KFPD - PSB re: Temp Facility Bid Opening	1.00	Mon 6/20/2022	KFPD PSB
Day Total:	1.00		
KFPD - Gen Mgmt re: Document signatures	0.50	Tue 6/21/2022	KFPD Gen Mgmt
KFPD - PSB re: Mtg w/Residents	3.00	Tue 6/21/2022	KFPD PSB
KFPD - Gen Mgmt re: Document signatures	0.50	Tue 6/21/2022	KFPD Gen Mgmt
KFPD - PSB re: RFI Response review w/Arch	1.50	Tue 6/21/2022	KFPD PSB
Day Total:	5.50		
KFPD - PSB re: Bid RFI	0.50	Wed 6/22/2022	KFPD PSB
KFPD - PSB re: Temp Facility planning issues	1.00	Wed 6/22/2022	KFPD PSB
Day Total:	1.50		
KFPD - Temp Facility re: PGE Mtg; School Director	1.00	Thu 6/23/2022	KFPD PSB
KFPD - Gen Mgmt re: Docs at PSB	1.00	Thu 6/23/2022	KFPD Gen Mgmt
KFPD - Temp Facility re: Sanitary District, EC City Hall	1.00	Thu 6/23/2022	KFPD PSB
Day Total:	3.00		
KFPD - PSB re: Scheduling; Coordination	1.50	Fri 6/24/2022	KFPD PSB
KFPD - PSB re: NHA Zoom Mtg	0.50	Fri 6/24/2022	KFPD PSB
KFPD - PSB re: Public Forum planning	1.00	Fri 6/24/2022	KFPD PSB
KFPD - PSB re: Scheduling; Coordination	1.50	Fri 6/24/2022	KFPD PSB
Day Total:	4.50		
KFPD - Gen Mgmt re: Special Mtg Agenda and Packet	1.50	Sun 6/26/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: Special Mtg Agenda and Packet	4.00	Sun 6/26/2022	KFPD Gen Mgmt
Day Total:	5.50		
KFPD - Temp Facility re: Mack5 Mtg	1.00	Mon 6/27/2022	KFPD PSB
KFPD - Gen Mgmt re: Special Mtg Agenda and Packet	3.50	Mon 6/27/2022	KFPD Gen Mgmt
KFPD - Temp Facility re: Bid Protest Response	1.50	Mon 6/27/2022	KFPD PSB
Day Total:	6.00		
KFPD - Temp Facility re: Revised Bid Pricing Schedule	1.50	Tue 6/28/2022	KFPD PSB
KFPD - Temp Facility re: Tel w/KPPCSD GM	0.25	Tue 6/28/2022	KFPD PSB
KFPD - EPC re: Tel w/EP Coord (Purchases, Solano Stroll, FireWise)	0.25	Tue 6/28/2022	KFPD EPC
KFPD - Finance re: Check signature	0.50	Tue 6/28/2022	KFPD Finance
KFPD - Gen Mgmt re: PSB for mail, msg, staff mtg	0.75	Tue 6/28/2022	KFPD Gen Mgmt
KFPD - Temp Facility re: Sanitary District for permit	0.50	Tue 6/28/2022	KFPD PSB
KFPD - Gen Mgmt re: Tel w/Chief	0.50	Tue 6/28/2022	KFPD Gen Mgmt
KFPD - Finance re: CERBT Disbursement	0.50	Tue 6/28/2022	KFPD Finance
Day Total:	4.75		
KFPD - Finance re: CERBT Disbursement	0.50	Wed 6/29/2022	KFPD Finance
KFPD - Finance re: Submit CERBT Disbursement	0.50	Wed 6/29/2022	KFPD Finance
KFPD - Board Special Mtg re: Temp Facility Bid Approval	1.00	Wed 6/29/2022	KFPD Gen Mgmt
KFPD - Board Regular BoD Mtg	3.00	Wed 6/29/2022	KFPD Gen Mgmt
Day Total:	5.00		
KFPD - Gen Mgmt re: PSB for mail, msg	0.25	Thu 6/30/2022	KFPD Gen Mgmt
Day Total:	0.25		
Total (24hrs/wk Allowance = 3.43hrs/day x 15 days = 51.45 hrs Max):	46.00		
Target Hrs (Over/Under)	(5.45)		



Kensington Fire Protection District Employee Timesheet

Employee Name: Bill Hansell
 Title: General Manager
 Pay Period Start: 7/1/2022
 Pay Period End: 7/15/2022

Program Areas	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Task/Project	Hours	GA	FB	EP	PL	PS	HL	SL	VL
7/1/2022	See Separate Task Sheet	5.00					5.00			
7/2/2022	"	1.50					1.50			
7/3/2022	"									
7/4/2022	"	6.00						6.00		
7/5/2022	"	1.75	0.75			1.00				
7/6/2022	"	1.00					1.00			
7/7/2022	"	13.00	3.00				10.00			
7/8/2022	"	8.00	8.00							
7/9/2022	"	6.75	6.75							
7/10/2022	"	5.00		5.00						
7/11/2022	"	3.00		2.50			0.50			
7/12/2022	"	7.50	3.00	4.50						
7/13/2022	"	4.00	1.50				2.50			
7/14/2022	"	11.00		0.50			10.50			
7/15/2022	"									
Total Hours		73.50	23.00	12.50	0.00	1.00	31.00	6.00	0.00	0.00
Rate		\$ 108.00								
Total Gross Pay		<u>\$ 7,938.00</u>								

Bill Hansell

7/15/2022

Employee Signature

Date

Finance Signature

Date

Subject	Duration	Day	Subject
KFPD - PSB re: Renovation (Bid Opening)	1.00	Fri 7/1/2022	KFPD PSB
KFPD - PSB re: Renovation (Bid Analysis and Summary)	3.00	Fri 7/1/2022	KFPD PSB
KFPD - PSB re: Renovation (Coordination and Report)	1.00	Fri 7/1/2022	KFPD PSB
Day Total:	5.00		
KFPD - PSB re: Renovation (Coordination and Report)	1.50	Sat 7/2/2022	KFPD PSB
Day Total:	1.50		
KFPD - Gen Mgmt re: Holiday	6.00	Mon 7/4/2022	KFPD Holiday
Day Total:	6.00		
KFPD - Gen Mgmt re: Mtg videos	0.75	Tue 7/5/2022	KFPD Gen Mgmt
KFPD - Legal re: Mtg w/Meyers Nave (Various Issues)	1.00	Tue 7/5/2022	KFPD Legal
Day Total:	1.75		
KFPD - PSB re: Plan Check Response (Egress issues)	1.00	Wed 7/6/2022	KFPD PSB
Day Total:	1.00		
KFPD - PSB re: Plan Check Response (Egress issues)	1.50	Thu 7/7/2022	KFPD PSB
KFPD - Gen Mgmt re: Return election materials	1.50	Thu 7/7/2022	KFPD Gen Mgmt
KFPD - PSB re: Plan Check Response (Egress issues)	2.50	Thu 7/7/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Draft lease)	3.50	Thu 7/7/2022	KFPD PSB
KFPD - Gen Mgmt re: BoD Agenda Materials	1.50	Thu 7/7/2022	KFPD Gen Mgmt
KFPD - PSB re: Temp Facility (Draft lease)	2.50	Thu 7/7/2022	KFPD PSB
Day Total:	13.00		
KFPD - Gen Mgmt re: BoD Mtg Agenda and Documents	6.00	Fri 7/8/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: Election materials	2.00	Fri 7/8/2022	KFPD Gen Mgmt
Day Total:	8.00		
KFPD - Gen Mgmt re: Return election materials	2.50	Sat 7/9/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: BoD Mtg Agenda and Documents	2.50	Sat 7/9/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: Post agenda; PSB for mail, msgs	1.75	Sat 7/9/2022	KFPD Gen Mgmt
Day Total:	6.75		
KFPD - Finance re: Invoices	1.00	Sun 7/10/2022	KFPD Finance
KFPD - Finance re: Invoices	2.00	Sun 7/10/2022	KFPD Finance
KFPD - Finance re: Invoices	0.50	Sun 7/10/2022	KFPD Finance
KFPD - Finance re: Invoices	1.50	Sun 7/10/2022	KFPD Finance
Day Total:	5.00		
KFPD - Finance re: Invoices	1.00	Mon 7/11/2022	KFPD Finance
KFPD - PSB re: Tel Legal Counsel (appeal hearing)	0.50	Mon 7/11/2022	KFPD PSB
KFPD - Finance re: Invoices	1.50	Mon 7/11/2022	KFPD Finance
Day Total:	3.00		
KFPD - Finance re: Invoices	2.00	Tue 7/12/2022	KFPD Finance
KFPD - Finance re: Invoices	1.50	Tue 7/12/2022	KFPD Finance
KFPD - Gen Mgmt re: BoD Mtg Agenda and Documents	1.50	Tue 7/12/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: HEF Mtg	1.50	Tue 7/12/2022	KFPD Gen Mgmt
KFPD - Finance re: Invoices	1.00	Tue 7/12/2022	KFPD Finance
Day Total:	7.50		
KFPD - Gen Mgmt re: BoD Mtg Documents	1.50	Wed 7/13/2022	KFPD Gen Mgmt
KFPD - PSB re: Temp Facility bldg permit submissions	2.50	Wed 7/13/2022	KFPD PSB
Day Total:	4.00		
KFPD - PSB re: Lease documents	1.50	Thu 7/14/2022	KFPD PSB
KFPD - PSB re: Conf Call w/NHA, Capital One	0.50	Thu 7/14/2022	KFPD PSB
KFPD - PSB re: Update	1.50	Thu 7/14/2022	KFPD PSB
KFPD - PSB re: Lease documents; Notary; Forwarding	3.50	Thu 7/14/2022	KFPD PSB
KFPD - PSB re: Lease documents	1.50	Thu 7/14/2022	KFPD PSB
KFPD - PSB re: Lease documents	2.00	Thu 7/14/2022	KFPD PSB
KFPD - Finance re: Fund Transfer Request	0.50	Thu 7/14/2022	KFPD Finance
Day Total:	11.00		
Total (24hrs/wk Allowance = 3.43hrs/day x 15 days = 51.45 hrs Max):	73.50		
Target Hrs (Over/Under)	22.05		



Kensington Fire Protection District Employee Timesheet

Employee Name: Bill Hansell
 Title: General Manager
 Pay Period Start: 7/16/2022
 Pay Period End: 7/31/2022

Program Areas	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Task/Project	Hours	GA	FB	EP	PL	PS	HL	SL	VL
7/16/2022	See Separate Task Sheet									
7/17/2022	"									
7/18/2022	"	1.00					1.00			
7/19/2022	"	7.50					7.50			
7/20/2022	"	5.50	1.00				4.50			
7/21/2022	"									
7/22/2022	"									
7/23/2022	"									
7/24/2022	"									
7/25/2022	"	1.00					1.00			
7/26/2022	"	2.00					2.00			
7/27/2022	"	1.00					1.00			
7/28/2022	"	7.50		0.50	2.00		5.00			
7/29/2022	"	7.50		4.00			3.50			
7/30/2022	"	3.50	3.50							
7/31/2022	"									
	Total Hours	36.50	4.50	4.50	2.00	0.00	25.50	0.00	0.00	0.00
	Rate	\$ 108.00								
	Total Gross Pay	<u>\$ 3,942.00</u>								

Bill Hansell

7/31/2022

Employee Signature

Date

Finance Signature

Date

Subject	Duration	Day	Subject
KFPD - PSB re: Leaseback Issues (Insurance)	1.00	Mon 7/18/2022	KFPD PSB
Day Total:	1.00		
KFPD - PSB re: Leaseback Issues (Reimbursable expenses to date)	3.00	Tue 7/19/2022	KFPD PSB
KFPD - Temp Facility re: City Council Hearing	4.50	Tue 7/19/2022	KFPD PSB
Day Total:	7.50		
KFPD - Gen Mgmt re: PSB (Mail; Msgs); Station 71	1.00	Wed 7/20/2022	KFPD Gen Mgmt
KFPD - PSB re: Leaseback Closing Docs	1.50	Wed 7/20/2022	KFPD PSB
KFPD - Temp Facility re: PM coordination; OBS Notice To Proceed	2.50	Wed 7/20/2022	KFPD PSB
KFPD - PSB re: Mail docs to KutakRock	0.50	Wed 7/20/2022	KFPD PSB
Day Total:	5.50		
KFPD - Gen Mgmt re: PSB (Mail; Msgs); Power Out	1.00	Mon 7/25/2022	KFPD Gen Mgmt
Day Total:	1.00		
KFPD - PSB re: Temp Facility (GC Contract)	2.00	Tue 7/26/2022	KFPD PSB
Day Total:	2.00		
KFPD - PSB re: Temp Facility (Bldg Plan Check Issues)	1.00	Wed 7/27/2022	KFPD PSB
Day Total:	1.00		
KFPD - PSB re: Temp Facility (NTP)	0.50	Thu 7/28/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Bldg Plan Check Issues)	3.50	Thu 7/28/2022	KFPD PSB
KFPD - EPC re: Committee Mtg	2.00	Thu 7/28/2022	KFPD EPC
KFPD - PSB re: Submit Bldg Plan Comments Response	1.00	Thu 7/28/2022	KFPD PSB
KFPD - Finance re: Submit CERBT Disbursement	0.50	Thu 7/28/2022	KFPD Finance
Day Total:	7.50		
KFPD - Finance re: Invoices to Maze	0.50	Fri 7/29/2022	KFPD Finance
KFPD - PSB re: Temp Facility (Insurance coverage)	1.00	Fri 7/29/2022	KFPD PSB
KFPD - Finance re: Submit CERBT Disbursement	1.00	Fri 7/29/2022	KFPD Finance
KFPD - Finance re: Invoices	1.50	Fri 7/29/2022	KFPD Finance
KFPD - PSB re: Temp Facility (Bldg Plan Check Issues)	1.50	Fri 7/29/2022	KFPD PSB
KFPD - Finance re: CERBT report due 7/29	1.00	Fri 7/29/2022	KFPD Finance
KFPD - PSB re: Submit Bldg Plan Comments Response	1.00	Fri 7/29/2022	KFPD PSB
Day Total:	7.50		
KFPD - Gen Mgmt re: Communications	3.50	Sat 7/30/2022	KFPD Gen Mgmt
Day Total:	3.50		
Total (24hrs/wk Allowance = 3.43hrs/day x 16 days = 54.88 hrs Max):	36.50		
Target Hrs (Over/Under)	(18.38)		



Kensington Fire Protection District Employee Timesheet

Employee Name: Bill Hansell
 Title: General Manager
 Pay Period Start: 8/1/2022
 Pay Period End: 8/15/2022

Program Areas	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Task/Project	Hours	GA	FB	EP	PL	PS	HL	SL	VL
8/1/2022	See Separate Task Sheet	1.00					1.00			
8/2/2022	"	6.00							6.00	
8/3/2022	"	6.00							6.00	
8/4/2022	"	3.50	0.50	1.00			1.00		1.00	
8/5/2022	"	2.50	2.50							
8/6/2022	"									
8/7/2022	"	0.50	0.50							
8/8/2022	"	7.00					1.00			6.00
8/9/2022	"	7.00				1.00				6.00
8/10/2022	"	4.00		2.00		1.00	1.00			
8/11/2022	"	2.50	1.00	1.50						
8/12/2022	"	5.00		3.50			1.50			
8/13/2022	"									
8/14/2022	"									
8/15/2022	"	6.00					0.50			5.50
Total Hours		51.00	4.50	8.00	0.00	2.00	6.00	0.00	13.00	17.50
Rate		\$ 108.00								
Total Gross Pay		<u>\$ 5,508.00</u>								

Bill Hansell

8/15/2022

Employee Signature

Date

Finance Signature

Date

Subject	Duration	Day	Subject
KFPD - PSB re: Temp Facility (Bldg Plan Check Issues)	1.00	Mon 8/1/2022	KFPD PSB
Day Total:	1.00		
KFPD - Sick	6.00	Tue 8/2/2022	KFPD Sick
Day Total:	6.00		
KFPD - Sick	6.00	Wed 8/3/2022	KFPD Sick
Day Total:	6.00		
KFPD - Sick	1.00	Thu 8/4/2022	KFPD Sick
KFPD - PSB re: Struct Plan Check verification	1.00	Thu 8/4/2022	KFPD PSB
KFPD - Finance re: DOIT tax roll request	1.00	Thu 8/4/2022	KFPD Finance
KFPD - Gen Mgmt re: BoD mtg agenda	0.50	Thu 8/4/2022	KFPD Gen Mgmt
Day Total:	3.50		
KFPD - Gen Mgmt re: BoD mtg agenda	2.50	Fri 8/5/2022	KFPD Gen Mgmt
Day Total:	2.50		
KFPD - Gen Mgmt re: Mtg cancellation notice	0.50	Sun 8/7/2022	KFPD Gen Mgmt
Day Total:	0.50		
KFPD - PSB re: Temp Facility (Permit Fees)	0.50	Mon 8/8/2022	KFPD PSB
KFPD - PSB re: Temp Facility (Proj Mgmt)	0.50	Mon 8/8/2022	KFPD PSB
KFPD - Vacation	6.00	Mon 8/8/2022	KFPD Vacation
Day Total:	7.00		
KFPD - Vacation	6.00	Tue 8/9/2022	KFPD Vacation
KFPD - Legal re: AB361	1.00	Tue 8/9/2022	KFPD Legal
Day Total:	7.00		
KFPD - Finance re: Special Tax Levy Forms	1.50	Wed 8/10/2022	KFPD Finance
KFPD - Legal re: AB361	1.00	Wed 8/10/2022	KFPD Legal
KFPD - PSB re: Temp Facility (Carpport issues)	1.00	Wed 8/10/2022	KFPD PSB
KFPD - Finance re: Special Tax Levy Forms	0.50	Wed 8/10/2022	KFPD Finance
Day Total:	4.00		
KFPD - Finance re: Invoices	0.50	Thu 8/11/2022	KFPD Finance
KFPD - Gen Mgmt re: PSB (Mail; Msgs; Staff)	1.00	Thu 8/11/2022	KFPD Gen Mgmt
KFPD - Finance re: Invoices	1.00	Thu 8/11/2022	KFPD Finance
Day Total:	2.50		
KFPD - Finance re: Invoices	0.50	Fri 8/12/2022	KFPD Finance
KFPD - Finance re: Invoices	3.00	Fri 8/12/2022	KFPD Finance
KFPD - PSB re: Notice of Award to CWS (Insurance docs)	1.50	Fri 8/12/2022	KFPD PSB
Day Total:	5.00		
KFPD - Vacation	5.50	Mon 8/15/2022	KFPD Vacation
KFPD - PSB re: Temp Station (Gate details, payment)	0.50	Mon 8/15/2022	KFPD PSB
Day Total:	6.00		
Total (24hrs/wk Allowance = 3.43hrs/day x 15 days = 51.45 hrs Max):	51.00		
Target Hrs (Over/Under)	(0.45)		

KFPD - PSB re:	KFPD PSB
KFPD - EPC re:	KFPD EPC
KFPD - Finance re:	KFPD Finance
KFPD - Gen Mgmt re:	KFPD Gen Mgmt
KFPD - Legal re:	KFPD Legal
KFPD - Vacation	KFPD Vacation
KFPD - Holiday	KFPD Holiday
KFPD - Sick	KFPD Sick



Kensington Fire Protection District Employee Timesheet

Employee Name: Bill Hansell
 Title: General Manager
 Pay Period Start: 8/16/2022
 Pay Period End: 8/31/2022

Program Areas	
GA	General Administration
FB	Finance & Bookkeeping
EP	Emergency Preparedness
PL	Policies & Legal
PS	Public Safety Bldg
HL	Holiday Leave
SL	Sick Leave
VL	Vacation Leave

Date	Task/Project	Hours	GA	FB	EP	PL	PS	HL	SL	VL
8/16/2022	See Separate Task Sheet									
8/17/2022	"	3.50		1.00			2.50			
8/18/2022	"	3.75					3.75			
8/19/2022	"									
8/20/2022	"									
8/21/2022	"	1.50	1.00		0.50					
8/22/2022	"	1.50				0.50	1.00			
8/23/2022	"	1.50								1.50
8/24/2022	"	1.75					0.50		1.25	
8/25/2022	"	2.50	0.50		2.00					
8/26/2022	"	4.00	2.00				2.00			
8/27/2022	"									
8/28/2022	"	1.50					1.50			
8/29/2022	"	2.50					2.50			
8/30/2022	"	3.00		1.00			2.00			
8/31/2022	"	7.00		6.00			1.00			
	Total Hours	34.00	3.50	8.00	2.50	0.50	16.75	0.00	1.25	1.50
	Rate	\$ 108.00								
	Total Gross Pay	\$ 3,672.00								

Bill Hansell

8/31/2022

Employee Signature

Date

Finance Signature

Date

Subject	Duration	Day	Subject
KFPD - PSB re: Temp Station (Lease)	1.00	Wed 8/17/2022	KFPD PSB
KFPD - Finance re: Invoices	1.00	Wed 8/17/2022	KFPD Finance
KFPD - PSB re: Temp Station (CA)	1.50	Wed 8/17/2022	KFPD PSB
Day Total:	3.50		
KFPD - PSB re: Temp Station (Carport Permit Issues)	1.25	Thu 8/18/2022	KFPD PSB
KFPD - PSB re: Temp Station (Code Issues)	1.50	Thu 8/18/2022	KFPD PSB
KFPD - PSB re: Temp Station (Code Issues)	1.00	Thu 8/18/2022	KFPD PSB
Day Total:	3.75		
KFPD - EPC re: Agenda posts	0.50	Sun 8/21/2022	KFPD EPC
KFPD - Gen Mgmt re: PSB for Mail, Msgs, Staff	1.00	Sun 8/21/2022	KFPD Gen Mgmt
Day Total:	1.50		
KFPD - Legal re: Virtual Meetings	0.50	Mon 8/22/2022	KFPD Legal
KFPD - PSB re: Temp Station (Lease and Insurance)	1.00	Mon 8/22/2022	KFPD PSB
Day Total:	1.50		
KFPD - Vacation	1.50	Tue 8/23/2022	KFPD Vacation
Day Total:	1.50		
KFPD - PSB re: Dwg Set	0.50	Wed 8/24/2022	KFPD PSB
KFPD - Sick	1.25	Wed 8/24/2022	KFPD Sick
Day Total:	1.75		
KFPD - Gen Mgmt re: Public Correspondence	0.50	Thu 8/25/2022	KFPD Gen Mgmt
KFPD - EPC re: Committee Mtg	2.00	Thu 8/25/2022	KFPD EPC
Day Total:	2.50		
KFPD - Gen Mgmt re: PSB Generator Issues	0.50	Fri 8/26/2022	KFPD Gen Mgmt
KFPD - Gen Mgmt re: PSB (Mail; Msgs; Staff)	1.50	Fri 8/26/2022	KFPD Gen Mgmt
KFPD - PSB re: Temp Station (Modular)	2.00	Fri 8/26/2022	KFPD PSB
Day Total:	4.00		
KFPD - PSB re: GC Contract (Include insurance requirements)	1.50	Sun 8/28/2022	KFPD PSB
Day Total:	1.50		
KFPD - PSB re: Temp Station (RFI's)	2.50	Mon 8/29/2022	KFPD PSB
Day Total:	2.50		
KFPD - Finance re: Invoices	1.00	Tue 8/30/2022	KFPD Finance
KFPD - PSB re: Temp Station (RFI's)	2.00	Tue 8/30/2022	KFPD PSB
Day Total:	3.00		
KFPD - Finance re: Invoices	1.00	Wed 8/31/2022	KFPD Finance
KFPD - Finance re: Invoices	3.50	Wed 8/31/2022	KFPD Finance
KFPD - PSB re: Temp Facility (Proj Mgmt)	1.00	Wed 8/31/2022	KFPD PSB
KFPD - Finance re: Invoices	1.50	Wed 8/31/2022	KFPD Finance
Day Total:	7.00		
Total (24hrs/wk Allowance = 3.43hrs/day x 16 days = 54.88 hrs Max):	34.00		
Target Hrs (Over/Under)	(20.88)		



KENSINGTON FIRE PROTECTION DISTRICT FINANCE COMMITTEE REGULAR MEETING MINUTES

DATE/TIME: October 01, 2021 / 10:00 a.m.

LOCATION: Via Zoom

PRESENT: Directors: Secretary Kosel (Chair), President Nagel
Staff: GM Hansell

1. CALL TO ORDER/ROLL CALL

Secretary Kosel called the meeting to order at 10:05am and confirmed roll call.

2. PUBLIC COMMENT

There was no public comment.

OLD BUSINESS

(None)

NEW BUSINESS

3. INTRODUCTION OF NHA ADVISORS AND PRESENTATION/DISCUSSION OF SERVICE PROPOSAL FOR FINANCIAL ANALYSIS AND PLANNING

GM Hansell reviewed the RFP process for financial advisors to review the District's finances and strategic planning for the PSB renovation and other emergency preparedness priorities. He introduced NHA Advisors who were selected and will be recommended to the Board. Eric Scriven and Craig Hill of NHA presented the firm's background and how they will approach the work. They reviewed the initial discussions with GM Hansell regarding the district's priorities and received further suggestions from the committee. GM Hansell noted that a lot of information on the renovation will be coming in the next few months as the design/engineering is finalized and then next level of cost estimating is complete. President Nagel asked about the coordination of NHA with grant writers. Chair Kosel asked about lease revenue bonds and if there would be an advantage to doing conventional financing with a bank. NHA stated that the latter are usually limited to 20-year loans, so they are not recommended for projects like the PSB renovation. GM Hansell discussed the project schedule for the renovation and the temporary station and asked how the financing schedule would be coordinated with that. NHA presented various options and considerations for the schedule of their review, recommendations, and financing bid services. Chair Kosel thanked NHA for their presentation. GM Hansell confirmed that NHA will present to the full board at the next meeting.

4. FY2021-2022 BUDGET STATUS UPDATE

GM Hansell discussed the cost of NHA Advisors within the budget. Chair Kosel asked about the schedule for response on grant applications. GM Hansell noted that the FEMA BRIC grant previously mentioned is unlikely, but the grant writers suggested focusing on the FEMA HMGP grant for the renovation project. That application will have an impact on the permitting and construction schedule, though.

5. MANAGEMENT TIMESHEET REVIEW

Chair Kosel said that all the information has been provided and suggested approval.

MOTION: Kosel/Nagel to approval the GM timesheets as submitted.

VOTE: Ayes: Kosel, Nagel; Nays: None

MOTION PASSED: 2-0

6. FUTURE AGENDA ITEMS

None

7. ADJOURNMENT

The meeting adjourned at 11:23AM. The next Finance Committee Meeting will be determined at a future date and listed on the district's website with the minimum notice required by the Brown Act.

Minutes Prepared by: GM Hansell

These minutes were approved at the Finance Committee Meeting on September 9, 2022.

Attest:

Finance Committee Chair



KENSINGTON FIRE PROTECTION DISTRICT FINANCE COMMITTEE REGULAR MEETING MINUTES

DATE/TIME: February 04, 2022 / 10:00 a.m.

LOCATION: Via Zoom

PRESENT: Directors: Secretary Kosel (Chair), President Nagel
Staff: GM Hansell,
Emergency Prep Coordinator Johnny Valenzuela
Accountant Maria Munoz, Maze Accounting

1. CALL TO ORDER/ROLL CALL

Secretary Kosel called the meeting to order at 10:01am and confirmed roll call.

2. PUBLIC COMMENT

There was no public comment.

3. ADOPTION OF CONSENT ITEMS

- a. Approval of the General Manager's Timesheets - Chair Kosel said that all the information has been provided and the weekly average is 25 hours per week, which is on target per the contract.

MOTION: Nagel/Kosel to approval the GM timesheets as submitted.

VOTE: Ayes: Kosel, Nagel; Nays: None

MOTION PASSED: 2-0

4. OLD BUSINESS - None

5. NEW BUSINESS

a. FY2020-2021 Draft Audit Review -

Chair Kosel highlighted the revenues, expenses, and account balances. She commented on the actuarial report, which will be revised this year, and the CalPERS settlement amount which should be paid off this year. Kosel asked about the district's investments with LAIF and whether there are any options to gain better interest. She highlighted that the audit is a "clean report." Nagel agreed.

MOTION: Kosel/Nagel to recommend approval of the audit as submitted.

VOTE: Ayes: Kosel, Nagel; Nays: None

MOTION PASSED: 2-0

Maria Munoz from Maze Accounting explained some of the issues with fund accounting and Quickbooks. Although there are better options for tracking separate funds, the district is small enough that staff recommends sticking with Quickbooks.

b. MID-YEAR REVIEW OF DISTRICT BUDGET –

GM Hansell referred to the Chief's mid-year financial report, which reflects that the City now has reserves again. Hansell then discussed the district's mid-year budget. Kosel noted that the district is nearly \$500K better than where we expected to be, in large part due to the COVID relief funding championed by CSDA. Kosel noted again that the low interest rate for the investment accounts was her only criticism. Hansell outlined the EPC costs for the year to date. There were no other amendments to the draft.

6. FUTURE AGENDA ITEMS

None

7. ADJOURNMENT

The meeting adjourned at 10:35AM. The next Finance Committee Meeting will be determined at a future date and listed on the district's website with the minimum notice required by the Brown Act.

Minutes Prepared by: GM Hansell

These minutes were approved at the Finance Committee Meeting on September 9, 2022.

Attest:

Finance Committee Chair



**KENSINGTON FIRE PROTECTION DISTRICT
FINANCE COMMITTEE REGULAR MEETING MINUTES**

DATE/TIME: May 25, 2022 / 10:03 a.m.

LOCATION: Via Zoom

PRESENT: Directors: Secretary Kosel (Chair), President Nagel
Staff: GM Hansell, Interim-Fire Chief Jose Castrejon,
Emergency Prep Coordinator Johnny Valenzuela
El Cerrito City Manager Karen Pinkos

1. CALL TO ORDER/ROLL CALL

Secretary Kosel called the meeting to order at 10:03am and confirmed roll call.

2. PUBLIC COMMENT

Chair Kosel submitted a reserve policy amendment and hopes to see it on the June Board of Directors meeting agenda.

3. ADOPTION OF CONSENT ITEMS

- a. Approval of the General Manager's Timesheets - Chair Kosel said the timesheets are between Feb 1st, 2022 and May 15th, 2022. The average weekly totals were higher by 3 hours, which GM Hansell explained were due to the PSB renovation work. Also, the district has not had a Board Clerk, which typically would be 15 hours per week. Kosel asked to see the hours monthly.

MOTION: Kosel/Nagel to approval the GM timesheets as submitted.

VOTE: Ayes: Kosel, Nagel; Nays: None

MOTION PASSED: 2-0

4. OLD BUSINESS - None

5. NEW BUSINESS

- a. **FY2022-2023 FEE SCHEDULE FOR EL CERRITO-KENSINGTON FIRE DEPARTMENT CONTRACT-**

Chair Kosel introduced the item. City Manager Pinkos thanked the committee and staff for the collaborative work on the fee schedule. This year the city has a balanced budget with a small reserve which it hopes to increase next year. Its financial consultants have projected costs and revenues, including recession scenarios, in order to plan for future years. Interim-Chief Castrejon then explained the proposed fee schedule, which included increases related to workers comp insurance and other COVID impacts. There are training

increases that are required to replace pending retirements. Kosel commented that the year-over-year fee increase history will be added for the board meeting, as well as comparisons of running Station 65 versus other bay area stations. Nagel asked about staffing levels versus overtime cost. The Interim-Chief noted that another two firefighters will be hired along with the new chief to bring the total personnel to 37. Given one individual on long-term disability, the department will then be at full staffing. Nagel also asked about wildfire service crews expenses and reimbursements. The Interim-Chief explained that the calculations are included in the overall budget. Kosel stated that the relationship with El Cerrito continues to be a win-win for both agencies.

MOTION: Kosel/Nagel to recommend approval of the proposed fee as submitted.

VOTE: Ayes: Kosel, Nagel; Nays: None

MOTION PASSED: 2-0

Public Comment: Jim Watt asked about the employee increase versus the overall fee increase. Interim-Chief Castrejon explained that the administrative fee is added which reconciles the two amounts.

b. FY2022-2023 DRAFT BUDGET –

Chair Kosel outlined the budget item for firefighters' protective gear. Interim-Chief Castrejon explained the changing priorities for the crews and why they would like to purchase personal thermal imagers for this line item. Kosel highlighted the investment income item and adjusted the amount. Nagel asked for a few items to be notated with explanations. Kosel asked if the grant writer item is a placeholder until we determine a revised amount. Hansell explained that the amount was based on the responses to the RFPs which confirmed that \$50K was a moderate assumption. Valenzuela commented on potential grant pursuits related to his emergency prep work. Hansell reviewed miscellaneous changes to the expenditure line items. Hansell also explained the capital expense items listed at the bottom of the budget, which are not part of operations but are important to track. With regards to renovation project funding, Hansell stated that the loan RFPs were sent out and the bank proposals are due after the board meeting. Following that, staff will be able to refine the total CIP impact. Nagel requested that the soft costs invested in the project for the last ten years should be published, so that it is clear that additional money spent on "starting over" would not be prudent.

6. FUTURE AGENDA ITEMS

None

7. ADJOURNMENT

The meeting adjourned at 11:20AM. The next Finance Committee Meeting will be determined at a future date and listed on the district's website with the minimum notice required by the Brown Act.

Minutes Prepared by: GM Hansell

These minutes were approved at the Finance Committee Meeting on September 9, 2022.

Attest:

Finance Committee Chair

DRAFT



Contra Costa County Special District Association Meeting Minutes

5.16.2022	Meeting Time: 10:00 a.m.	In order to comply with State and County Health Orders, this meeting was held via teleconference.
Call to Order / Breakout Session	<p>At 9:30 a.m., a Meet and Greet session was held via Zoom for an open discussion among Association Members.</p> <p>At 10:02 a.m., the meeting was called to order.</p>	
Minutes	Cecilia Goff, District Secretary, Ironhouse Sanitary District	
Link to Zoom Recording	5.16.2022 CCSDA Meeting Recording Link	
Attendees	Attendees Signed-In Via Zoom	
Welcome		
<p>Mr. Chad Davisson, CCSDA President, called the meeting to order and welcomed members.</p> <p>The Association approved the March 21, 2022 CCSDA meeting minutes.</p>		
Guest Speaker – Fire Chief Brian Helmick, East Contra Costa Fire Protection District		
<p>Mr. Davisson introduced East Contra Costa Fire Protection District (ECCFPD) Fire Chief Brian Helmick.</p> <p>Chief Helmick provided an overview of the historic challenges ECCFPD has faced, paths taken to correct historic challenges, current status and next steps, locations for additional ECCFPD / CCCFPD stations and information for upcoming ceremonies.</p> <p>Chief Helmick explained that from 1924 to 2002 the District was a volunteer organization. ECCFPD was established as an independent special district in 2002 by the Board of Supervisors. Its service Area consists of 249 Square Miles, two cities and unincorporated East County with approximately 132,400 residents. There are approximately 8,481 – 10,606 incidents serviced per year.</p> <p>Chief Helmick explained that challenges for the District included serving its existing population as well as preparing to serve projected future growth. Because ECCFPD is</p>		

currently funded at volunteer firefighting levels, funding does not adequately cover the costs to serve the existing population in its service area. Three stations are currently staffed and providing services 24/7/365 days per year, although six stations are needed to provide sufficient coverage.

Chief Helmick explained that the District transitioned from a non-sustainable four-to-five station model to a sustainable three station model, resolved ECCFPD's staffing retention issues and improved Public perception through constant public outreach. A Strategic Plan and succession plan for all District positions were developed and Station 55 was opened. Staffing needs were addressed and personal protective equipment and engines were replaced. CCCERA pension challenges were resolved and impact fees in Oakley, Brentwood and the County were updated.

Chief Helmick provided an overview of the ECCFPD dissolution and annexation process into Contra Costa Fire Protection District (CONFIRE). ECCFPD will be dissolved as June 30, 2022 and the annexation into CONFIRE will be complete on July 1, 2022.

Questions from the Association were solicited and answered. Mr. Davisson thanked Chief Helmick for his service and commitment to the ECCFPD.

District Highlights – Cemetery District Update, Patricia Howard Alamo-Lafayette Cemetery and Byron-Brentwood-Knightsen Union Cemetery

Mr. Chad Davisson introduced Ms. Patricia Howard, District Manager, Alamo-Lafayette Cemetery District (ALCD) and Byron-Brentwood-Knightsen Union Cemetery District (BBKUCD).

Ms. Howard explained that there are over 256 public cemeteries in California. There are over 80 private cemeteries in the Bay Area, but only three public cemetery districts located in Lafayette, Danville, Brentwood and Saratoga. Lafayette's first recorded burial was in 1854, Alamo's 1856 and BBKUCD 1878. Both cemeteries have some of the first pioneers of Contra Costa County and have walking tours available. She explained that public cemeteries are not permitted to sell headstones, construct mausoleums or own and operate crematoriums. The average cost to purchase a burial plot in a private cemetery is typically two-to-three times the amount to purchase in a public cemetery. Ms. Howard explained that in order to purchase in a public cemetery you must be a ratepayer of the district.

Ms. Howard provided an overview of the costs associated with purchasing burial plots today, versus twenty years ago. Both Bay Area public cemeteries are members of CCSDA. Board Members are appointed by the Board of Supervisors.

Questions were solicited and answered. Mr. Davisson thanked Ms. Howard for her presentation.

CCSDA 30th Anniversary Ad-Hoc Committee Update – Susan Morgan

Chad Davisson explained that the CCSDA 30th Anniversary Adhoc committee was able to secure an event planner who will volunteer her services. The anniversary dinner will be held in March of 2023 at the Pleasant Hill Recreation Center. Committee members plan to produce a program for the event. Questions were solicited and answered.

Update on Ad-Hoc Committee for CCSDA Website Revision

Mr. Davisson explained that an ad-hoc committee was created to update the content and structure on the CCSDA website, hosted by Streamline. Mr. Davisson will be meeting with Ms. Barbara Hockett to go through the website and determine the necessary website revisions. Changes have been made to make the site more tablet and phone friendly. Input from the Association was solicited.

Fiscal Year 2022-23 Budget Review and Adoption – Bert Michalczyk

Mr. Bert Michalczyk, CCSDA Treasurer, provided an overview of the fiscal year 2022-23 budget. Membership dues increased to \$150, the donation and scholarship budget items were removed and the anniversary dinner budget category was added. He explained that as the Association meets virtually, insurance is not required. If in person meetings resume, the insurance policy will be reinstated.

Discussion Item – Consider Adding a New Membership Category

Mr. Stan Caldwell explained that currently the Association does not provide an option for retired members with institutional knowledge to still have an active role. Formal action will be taken on this item at the September 19, 2022 Association meeting.

Update on CCSDA/ACSDA Joint Meeting

Mr. Davisson explained that the CCSDA/ACSDA joint meeting will be held on July 11, 2022 at 10 am at the Shannon Center located at 11600 Shannon Avenue in Dublin.

LAFCo Update – Mike McGill

Mr. McGill explained that at the last meeting, LAFCo voted to dissolve the East Contra Costa Fire Protection District (ECCFPD) and to annex the ECCFPD territory into the Contra Costa Fire Protection District. MSR's for Resource Conservation and Mosquito and Vector Control Districts, both on-going, will be released this summer.

Mr. Davisson provided an update on the LAFCo election special district seats. Mr. Caldwell retained his seat as the incumbent. There were five nominations for Mr. Igor

Skaredoff's seat. As a result of the vote, Ms. Patty Bristow was elected to the LAFCo seat. She will start her term as a Commissioner on June 8, 2022. Ms. Bristow explained that she is delighted to be on the LAFCo Board. She currently holds seats on the BBKUCD, Byron Sanitary District and Contra Costa Transportation Authority (CCTA) Boards. She explained that she was raised by a farmer and was always told to give back to the community and that she felt it was time for East County to have a voice. Ms. Bristow was welcomed by the Association.

Mr. Davisson commended Mr. Igor Skaredoff for his many years of dedication and contribution to LAFCo. Association members expressed their gratitude for his service.

Contra Costa Treasury Oversight Committee Special District Representative Appointment

Mr. Davisson explained that the Association reappointed Mr. Philip Leiber to the Contra Costa Treasury Oversight Committee as the Special District Representative. Currently, the alternate member is an ECCFPD Board Member who will not be able to retain the seat due to the dissolution and consolidation. Interest from the Association for an alternate member was solicited.

CSDA Update and Legislation in Progress – Dane Wadle

Mr. Dane Wadle, California Special Districts Association (CSDA) Senior Field Coordinator, explained that they are in the process of finalizing the Special District Legislative Days which will be held in person. Mr. Wadle explained that CSDA opposed the proposed initiative 21-0042A, the "Tax-Payer Protection and Government Accountability Act." Not enough signatures were obtained by its authors to put the bill on the November ballot. CCSDA members were encouraged to research the bill. An overview of CSDA's key budget requests and upcoming supported bills was provided. The District's Make the Difference student video contest voting is open. Members were encouraged to vote.

Announcements and Member Comments

Mr. Davisson solicited input regarding resuming in-person meetings. The Association will consider having a "hybrid" meeting in September possibly at Central San. Mr. Caldwell requested that Association Members forward news and updates to him for the newsletter.

Adjourn

The meeting was adjourned at 11:55 a.m. The next meeting will be a joint meeting with CCSDA/ACSDA held on July 11, 2022, in person at the Shannon Center in Dublin on July 11, 2022.