



KENSINGTON FIRE PROTECTION DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
AGENDA
Wednesday, November 10th, 2021
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 sending advance comments to the Board President and Board Clerk via email at public.comment@kensingtonfire.org. 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/81902954102?pwd=aURsWUNTQUhtOER0YVVjNDBJS3hoUT09>

Telephone Access:

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

Webinar ID: 819 0295 4102

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, Directors Dommer, Kosel, and Stein

2. (7:00pm) ANNOUNCE AND ADJOURN TO CLOSED SESSION

- a. Closed Session:** The Board may recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC54956.8). Records are not available for public inspection.

Subject: Real Property Negotiations (GC54956.8) – (Property: KPPCSD Lease at 217 Arlington Ave, Kensington CA 94707; Agency Negotiator: GM Bill Hansell; Under Negotiation: Both price and terms of payment.)

Subject: Public Employee Performance Evaluation (GC54957) – (Title: General Manager)

3. (7:30pm) RECONVENE TO OPEN SESSION

Report on action taken by the Board during closed session, if any, pursuant to California Government Code Section 54957.1

4. (7:33pm) 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.

5. (7:40pm) 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. Approval of Minutes** of the regular Board of Director's meeting of 10/13/2021 and the special Board of Director's meeting of 10/13/2021 (Approve)
- b. Acceptance of Incident Activity Report** October 2021 (Accept)
- c. Approval of Monthly Transmittal** 11/10/2021 (Approve)
- d. Approval of Monthly Financial Reports** 10/31/2021 (Approve)

6. (7:50pm) OLD BUSINESS - None

7. (7:50pm) NEW BUSINESS

- a. **(7:50pm) Presentation of Financial Analysis by NHA Advisors** (Supporting Materials)
Action = Review, Discuss, and Provide Feedback to Consultants and Staff
 - b. **(8:20pm) Public Safety Building Renovation Progress Update** (Supporting Materials)
Review work on the Public Safety Building Renovation since the last Board meeting including an additional FAQ list for public information.
Action = Accept report. Discuss and direct staff as needed.
 - c. **(8:50pm) Adoption of Resolution 21-10 Re-Authorizing Remote Meetings for the Period November 13, 2021 thru December 13, 2021** (Supporting Materials)
Consider approving Resolution 21-10 extending remote meetings through 12/13/2021.
Action = Discuss and adopt Resolution 21-10.
 - d. **(9:00pm) General Manager's Compensation – FY2021-2022 Budget Amendment for Annual Cost-of-Living Increase and Merit Pay Adjustment** (Supporting Materials)
Consider a FY2021-2022 budget amendment adjusting the General Manager's compensation in accordance with paragraphs 4.4 Annual Cost-Of-Living Increase and 4.5 Annual Performance Review of the GM employment agreement signed November 11, 2020.
Action = Discuss and amend the General Manager's compensation per GM employment agreement paragraph 4.6 Amendment, and approve a FY2021-2022 budget amendment.
8. **(9:10pm) FIRE CHIEF'S REPORT** (Supporting Material)
 - a. **(9:10pm) Red Flag Parking and Evacuation Drill Discussion**
Action = Presentation/Discussion
 9. **(9:25pm) EMERGENCY PREPAREDNESS COORDINATOR'S REPORT** (Supporting Material)
Action = Presentation/Discussion
 10. **(9:35pm) GENERAL MANAGER'S REPORT** (Supporting Material)
Action = Presentation/Discussion
 11. **(9:40pm) EMERGENCY PREPAREDNESS COMMITTEE REPORT (Padian/Nagel)**
 - a. **Emergency Preparedness Committee Meeting of October 28, 2021**
(Approved Meeting Minutes of 09/23/2021 are included here for reference.)
Action = Report by EPC Chair & Discussion
 12. **(9:50pm) OUTSIDE AGENCIES REPORTS**
 - a. **Contra Costa Special Districts Association** (Nagel)
 13. **(10:00pm) ADJOURNMENT**

The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on December 8, 2021 at 7:00pm. The deadline for agenda items to be included in the Board packet is Wednesday, November 24, 2021 by 1:00pm. The deadline for agenda-related materials to be included in the Board Packet is Wednesday, December 1, 2021 by 1:00pm.



**KENSINGTON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES**

DATE/TIME: October 13th, 2021, 7:00PM

LOCATION: Via Zoom

PRESENT: Directors: President Larry Nagel, Vice-President Kevin Padian, Director Don Dommer, Director Julie Stein, Director Janice Kosel*
* Director Kosel joined at 9:42 p.m.
Staff: GM Bill Hansell, Chief Michael Pigoni, EPC Johnny Valenzuela,
Guests: NHA Guests: Eric Scriven, Craig Hill, Rob Schmidt

1. CALL TO ORDER/ROLL CALL:

President Nagel called the meeting to order at 7:14 p.m. The Board Clerk called roll.

2. PUBLIC COMMENT:

There was no public comment.

3. ADOPTION OF CONSENT ITEMS:

MOTION: M/s Padian/Dommer: Motion to Adopt the Consent Calendar	
VOTE: Ayes: Dommer, Padian, Nagel, Stein - Absent: Kosel	
Motion Passed 4-0-1	Video Time Stamped: 3.36

4. OLD BUSINESS:

NONE

5. NEW BUSINESS:

5a. Introduction of NHA Advisors and Presentation of Financial Analysis and Planning Services:

Eric Scriven from NHA introduced NHA and presented the scope of the study and initial observations. He described the District's objectives and funding sources, which included reserves of \$10.3 million, annual net revenues of \$490k, and potential grant funding. Rob Schmidt of NHA then discussed grants, reserves, and financing. NHA presented examples of financing scenarios, typical financing processes, and a funding schedule for the year 2022.

VP Padian wanted to clarify the following points: The first thing NHA mentioned was the \$6.6 million available for the project. These reserves are what the District expects to contribute to the construction and money must be kept in reserves to fulfill the EC contract. He noted that other expenses need to be covered besides the Public Safety Building. His second point was to clarify the bond financing process statement that was made. He wants to make sure the public is clear that they are not going to ask the public for a tax increase, but that the any loan will fall within

the District's existing means. Rob Schmidt explained that the \$6.6 million was not dedicated to the building so the board can determine how much to allocate. The note was to explain how much the District has available outside of the EC reserves.

Director Stein asked about the borrowing costs and financing, and then inquired about the structure of the NHA contract. Her understanding about a year ago was that the total cost of the PSB project for soft costs was going to be around \$1 million. Then there is the temporary relocation cost about another \$1 million. The Board also stated they would assist the KPPCSD but there was no cost given to that. Then, there are the construction costs for the building, estimated to be \$5.9 million. She asked if it is possible to finance all of those different kinds of costs, and if it is feasible to finance soft costs and police department relocation expenses out of the bond funding, or do those have to be paid for out of the District's cash flow and operating reserve.

Eric Scriven said yes in general, but they will need to verify police department relocation costs with the bond counsel. He explained that soft costs are typically included and recommended that a reimbursement resolution be included as well. Director Stein stated that the \$6.6 million does include the equipment reserve, so the District has about \$4.7 million left over for the PSB. A minimum of \$3-4 million would have to be financed by the District. If they have a \$300k debt service, it would leave them with about \$400k after the debt service. They seem pretty close to having a net operating revenue of \$400K. Additionally, she asked what the cost structure of the engagement between NHA and the Fire District is. GM Hansell explained that RFPs were sent out as approved last year and the costs for the initial portion of this process came to well under \$30k. Craig Hill stated that there was a not-to-exceed limit of \$17,500. Stein asked whether there was a conflict of interest given that El Cerrito is one of NHA's clients. Craig Hill stated that their work with El Cerrito was based on a per-project basis and does not serve in a management capacity or ongoing consulting capacity. They work with them on an annual basis to do a small cash flow financing for them each year. There is no conflict unless they were asked to enter into a negotiation component, which they do not typically do. In his opinion, no further issues will arise.

Public comments were made by Gail Feldman and Jim Watt.

5b. Adoption of Resolution 21-09 Confirming Seismic Vulnerability and Structural Failure and Kensington Public Safety Building Requiring Urgent Remediation:

MOTION: M/s Dommer/Padian: Motion to Adopt Resolution 21-09 Confirming Seismic Vulnerability and Structural Failure of the Kensington Public Safety Building Requiring Urgent Remediation	
VOTE: Ayes: Dommer, Padian, Nagel, Stein - Absent: Kosel	
Motion Passed 4-0-1	Video Time Stamped: 1.07.44

GM Hansell introduced the item. He explained that the District is pursuing grant applications and a resolution confirming the urgency of the project will help establish the project need. From a liability standpoint, all of the information noted in the resolution has been a matter of public record, but the resolution explains the need to do the project. He included a letter from the District's current geotech consultant and her assessment of the building's vulnerability.

Stein asked who drafted the resolution and if legal counsel reviewed it. Hansell responded that he prepared it, and counsel had not reviewed it since the stated information has been published

multiple times in the past. Stein supports the item but would like legal to review the resolution to ensure the District is not exposed to legal action. She asked what the downside would be if they waited for counsel to review it. Hansell said the District is already substantially exposed since an extensive volume of information confirms problems already exist. With the grant applications already submitted, he believes it would be best to provide a resolution stating that the District is working to correct the safety issue as soon as possible. Postponing for a legal review is unnecessary while the District continues to be exposed. The District needs to show it is actively trying to find solutions. This will delay the project, and it is his recommendation to move forward with this resolution. Stein would like to make sure that we are saying this correctly so that the desired outcome will be achieved. Padian agreed they do not want to do anything that binds the District legally, but he doesn't think there is anything legal involved in the resolution. There are deficiencies in the building that were documented and must be remedied. He agrees that something should be on record stating that the work needs to be done as soon as possible since the District is discovering there are more issues every day. Hansell noted that residents can go to the website to the PSB section and look at the documents that are filed there. President Nagel stated there isn't anything in the resolution that has not already been published. Everything is public knowledge, and they have made this resolution to expedite the grant writing and funding process. Stein said her concern is that the District might not be permitted by the Alquist-Priolo Act to move forward with the renovation and that this could have negative consequences for the District. Hansel noted that concern and is going to address it in the next agenda item, since the prior understanding of the Alquist-Priolo Act was either incomplete or incorrect.

5c. Public Safety Building Renovation Progress Update

GM Hansell reviewed the report and said that the architects and engineers were hard at work developing a schematic design package that can be viewed on the District website. He noted that the extensive plans now completed are still only about 15-20% of the documentation work needed for permitting and construction. In order for the building to remain compliant and to prevent it from sliding down the hill, extensive structural changes must be made. He presented diagrams showing the amount of demolition required and all the new structural components that must be included in order to create a code compliant and safe building. All of this recent consultant work was needed in order to update the cost estimate which will be presented next. That estimate, then, was needed for the financial planning to proceed. Next, Hansell explained that he has been working with Contra Costa Planning and Building on the submittal and approval process. He discussed his conversations with the State Geologist and the County which provided new information regarding the Alquist-Priolo Act and how the cost limitations do not apply if the building is renovated within the existing footprint. The final determination will be made by the County but, so far, indications are that the A-P Act will not apply in a renovation scenario. Hansell then pointed out Chief Pigoni's letter stating his approval of the plans and that the documents were shared with the firefighters, although there will be more communication with them on the details that are coming up next.

For the temporary facilities project, Hansell stated that Kappe Architects has been hired as they were more aggressive in their lower pricing, and that they are ready to get started. With all of that work, and further consulting with the grant writer, a revised schedule was shared with the board. Hansell said there are various items that can affect the timeline. The current schedule shows renovation construction work starting in September for a period of 15 months and a completion in the beginning of 2024.

Hansell summarized the updated construction cost estimate with a total of \$5.9M. Comparatively, last year's estimate was \$5.1M, so an \$800K increase with an assumption of 8% annual construction cost inflation. The next update will be provided at the November meeting, and another in December.

Stein asked whether it is correct that the District will proceed with the work as if the fault line exists, and Hansell confirmed that was true. Hansell explained that the prior assumptions about the A-P Act, though, were incorrect. Stein asked if it were true that the District can't build a brand-new building. Hansell explained that, as designed, the District will essentially have a new building with the same footprint. Some walls, roofs, and other components will remain, but everything else would be new. The jeopardy of pursuing a brand-new building is that a full-EIR would be required, which is very lengthy process with the associated construction cost escalation building up and the liability of remaining in the existing building all of that time. Also, the setbacks and height limit would not allow for expansion. Finally, the District would see higher costs and a longer schedule in a new building scenario without more building area. Stein asked about the size of the meeting room and listed reasons why she believes board meetings are better suited to the Community Center. Hansell pointed out that the room was primarily intended for board meetings, but by the need for a DOC, firefighter training, CERT training, committee meetings, and other staff meetings. The room has been planned based on the prior space needs analysis. Chief Pigoni emphasized that the space planning needs to be based on the future and the needs of the next 20-30 years. This room will allow the firefighters to do their training on site rather than to have to travel to other stations to do so. For the administrative space, Hansell explained that it contains all the District's files as well as the computer server, and shared room for the admin staff desks. Padian expressed that he felt the total area was appropriate to the District's needs. He feels that the presentation shows that the seismic situation is worse than anyone realized before and he hopes the public will recognize it will take a lot of work to keep the emergency personnel safe. He also emphasized that the building needs to be brought up to Essential Services Facility standards, and that work triggers all of the other code upgrades. He asked if it is possible to isolate the seismic cost from the total estimate. Hansell answered that you can't separate the line items for just the seismic work since it is so extensive.

6. FIRE CHIEF'S REPORT:

Chief Pigoni presented his report. There were 35 calls for service in the past month, which slightly decreased from the previous month. There were a few close calls to structure fires. The staff continue to perform rapid COVID tests in-house and continue to comply with safety mandates. A few COVID tests came back positive, so the employees were quarantined. The department will be conducting interviews next week to replace one of the two Battalion Chiefs. There has been continued vegetation management, including investigations and inspections and full compliance with the citations that have been issued.

7. EMERGENCY PREPAREDNESS COORDINATOR REPORT

EPC Coordinator Valenzuela summarized his report. New workbooks have been mailed out. He will be handing out extra copies of the new workbooks during Friday's El Cerrito Emergency Supply pick-up. The digital version is available on the website, but the full content library is still in development. On December 6th, he will participate in the Kensington Improvement Club Town Hall to discuss preparedness topics and promote other community events. A paper shredding and pharmaceutical event will be held at Kensington Parking Lot on December 13th, 11AM-2PM, and he will have an information booth there. Other groups have been invited to

attend the town hall with him. The GM wanted to express his appreciation to Johnny for his self-motivation and his great work. VP Padian agreed with Hansell that Valenzuela did a tremendous amount of hard work and accomplishments and wanted to add that he was able to mail out the magnets to everyone, which was a significant accomplishment.

Public comment was made by Anthony Knight.

8. GENERAL MANAGER'S REPORT:

GM Hansell outlined his report. The board can see his allocation of time on the timesheets, and coordination of all the consultants will continue to demand extra time for the next few months. Grant coordination and audit work is also underway. He continues to have a good relationship with the KPPCSD and has a working lunch scheduled as the coordinate on joint operations issues. The first meeting of the East Bay Wildfire Prevention and Vegetation Management JPA formation committee will be meeting in the next few weeks and Hansell will report on that meeting in November.

Motion to Extend the Meeting to 10:15 P.M.

MOTION: M/s Padian/Stein: Motion to Extend the Meeting to 10:15 P.M.	
VOTE: Ayes: Dommer, Padian, Nagel, Stein - Absent: None	
Motion Passed 5-0-0	Video Time Stamped: 2.29.44

9. EMERGENCY PREPAREDNESS COMMITTEE REPORT:

a. Emergency Preparedness Committee Meetings of July 22, 2021 & August 26, 2021

VP Padian provided an update on the committee's last meeting. They discussed the emergency warning systems, and coordination with Zonehaven and the County's system. It is a work in progress. He also talked about the emergency radios and clarification on the National Weather Service bulletins. In Kensington, one needs to find the best frequency that covers Contra Costa County, although most of the information is still weather. A meteorologist with the County clarified some things but the committee is still investigating whether radios will provide the information needed in an emergency. Regarding the evacuation routes, the police and fire departments are still talking to the County officials to figure out what can be done to designate and label routes. With regards to evacuation drill questions, Padian wants to make it clear that the idea was initiated by KFPD over 2 years ago but was postponed. It is up to the police and fire departments to work with the County as to when a drill will occur. Our community wants it but we will get it done when the County approves it.

10. FINANCE COMMITTEE REPORT:

a. Finance Committee Meeting October 1, 2021

Director Kosel said the committee met with Bill and the financial advisors about financing the needs of the agency. He said they will report back as soon as possible about how the Board is doing financially. Additionally, the committee approved the GM's timesheets, and reviewed the budget. Stein asked to clarify KFPD staffing levels reported in the Outlook. Kosel responded that Sasha, who is winding down her duties at the District, will no longer be the Board Clerk, and the EPC position will be for one year and not a full-time, ongoing position. Hansell explained that he believes the GM work during normal years can be accomplished in 24hrs/wk, and that

the functions of a board clerk will require up to 15 hrs/wk. He feels the accounting work will move from a consultant contract to another in-house 15hr/wk position. Stein would like the public to be aware of the staffing level required.

11. OUTSIDE AGENCIES REPORTS:

11a. Contra Costa Special Districts Association

President Nagel reported the last meeting was held on Sept. 20th and the majority of the meeting was a report on the consolidation of the East Contra Costa Fire District with the Contra Costa County Fire District. They explained why consolidating was the best solution. East Contra Costa was under-funded and had terrible response times and required financial aid from Contra Costa County. Now, the East Contra Costa County will no longer be around in the next year or so. Apparently this has been happening a lot around Contra Costa. He did not have the slides to present but will send them to the GM once he receives them. The next meeting will be in November.

11b. State Professional Development and Membership Services Committees

12. ADJOURNMENT: The meeting adjourned at 10:08 p.m.

MINUTES PREPARED BY: Sasha Amiri-Nair

These minutes were approved at the regular Board Meeting of the Kensington Fire Protection District on _____.

Attest:

Secretary of the Board



**KENSINGTON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES**

DATE/TIME: October 13th, 2021 / 6:30pm

LOCATION: Via Zoom

PRESENT: Directors: President Larry Nagel, Vice-President Kevin Padian, Director Don Dommer, Director Julie Stein*
Absent: Director Janice Kosel, Director Julie Stein
Staff: GM Bill Hansell, Board Clerk – Sasha Amiri-Nair

1. CALL TO ORDER/ROLL CALL:

President Nagel called the meeting to order at 6:31 p.m. The Board Clerk called roll.

2. PUBLIC COMMENT:

There was no public comment.

3. ADOPTION OF RESOLUTION 21-08 – A RESOLUTION MAKING FINDINGS AND DETERMINING A NEED TO CONTINUE HOLDING REMOTE MEETINGS BY TELECONFERENCE:

MOTION: M/s Padian/Nagel: Motion to Adopt Resolution 21-08 A Resolution Making Findings and Determining a Need to Continue Holding Remote Meetings by Teleconference	
VOTE: Ayes: Dommer, Padian, Nagel, Stein - Absent: Kosel	
Motion passed 4-0-1	Video Time Stamped: 3.45

GM Hansell reviewed the resolution following the requirements of California’s new law. This will allow the District to continue having remote meetings for the next 30 days. Every 30 days a resolution will have to be approved by the Board to continue meetings virtually.

4. ADJOURN TO CLOSED SESSION - *Director Stein did not attend the closed session.
The board adjourned at 6:41 p.m.

5. RECONVENE TO OPEN SESSION

The board clerk reported that negotiation instructions have been given to the General Manager.

6. ADJOURNMENT

Meeting adjourned at 7:09 p.m.



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: November 1, 2021

TO: Kensington Fire Protection District Board Members

FROM: Michael Pigoni: Fire Chief

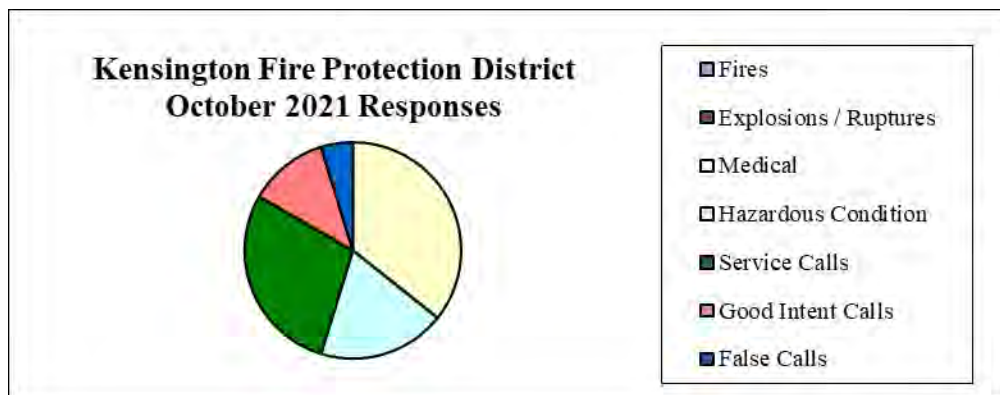
RE: **Incident Activity Reports for the Month of October 2021**

There were 43 incidents that occurred during the month of October in the community of Kensington. This is an increase of 8 calls over the previous month. Please see the attached “Incident Log” for the dates and times, locations, and incident type for these calls that the Fire Department responded to this past month. During this same time, Engine 165 responded to a total of 67 calls which is an increase of 4 calls over the previous month.

The significant increase in the number of incidents this month was due primarily to the much needed rainfall. During the two main storms, the Fire Department responded to several pole fires and flooding issues throughout the community. One significant flooding issue was on October 24th when due to the heavy rainfall, the drainage and culverts on Amherst Avenue overflowed and flooded the ACE Hardware Store. Fire crews requested County Public Works for assistance and proceeded to unclog the storm drains around the store.

The chart below is broken down into 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 for 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>	0	0.00%
2: Explosions / Ruptures	<i>(Over Pressure/Ruptures, Explosions, Bombs)</i>	0	0.00%
3: Medical	<i>(EMS, Vehicle Accidents, Extrication Rescue)</i>	15	35.71%
4: Hazardous Condition	<i>(Chemical Spills, Leaks, Down Power Lines)</i>	8	19.05%
5: Service Calls	<i>(Distress, Water/Smoke/Odor Problems, Public Assists)</i>	13	28.57%
6: Good Intent Calls	<i>(Cancelled En Route, Wrong Location)</i>	5	11.90%
7: False Calls	<i>(Wrong Company/Unit Dispatched)</i>	2	4.76%
Totals		43	100.00%



Kensington Fire Protection District Community Response Log for October 2021

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0021108654	02-Oct-21 18:56:07	Cambridge AVE	Kensington	E165	651
2	0021108662	02-Oct-21 19:11:27	Arlington AVE	Kensington	E165	651
3	0021109513	04-Oct-21 21:04:49	Kenyon AVE	Kensington	E165	553
4	0021109546	04-Oct-21 23:07:23	Ocean View AVE	Kensington	E165	554
5	0021110383	07-Oct-21 07:24:42	Edgcroft RD	Kensington	E165	321
6	0021111505	09-Oct-21 21:49:10	Franciscan WAY	Kensington	E165	651
7	0021112019	11-Oct-21 08:32:49	Columbia AVE	Kensington	E165	321
8	0021112177	11-Oct-21 14:58:31	Berkeley Park BLVD	Kensington	E165	700
	0021112247	11-Oct-21 18:34:52	Coventry RD	Kensington	E165	5000
10	0021112444	12-Oct-21 06:52:49	Coventry RD	Kensington	E165	5000
11	0021112748	12-Oct-21 21:41:51	Highgate RD	Kensington	E165	550
12	0021113149	13-Oct-21 21:52:02	Kingston RD	Kensington	E165	651
13	0021113205	14-Oct-21 03:58:24	Purdue AVE	Kensington	E165	321
14	0021113480	14-Oct-21 17:01:11	Purdue AVE	Kensington	E165	5000
15	0021113766	15-Oct-21 11:12:37	Purdue AVE	Kensington	E165	321
16	0021114333	16-Oct-21 17:28:04	Rincon RD	Kensington	E165	550
17	0021114728	17-Oct-21 16:06:51	Amherst AVE	Kensington	E165	550
18	0021115167	18-Oct-21 13:36:43	Coventry RD	Kensington	E165	321
19	0021115253	18-Oct-21 17:33:52	Norwood AVE	Kensington	E165	746
20	0021115292	18-Oct-21 19:07:24	Arlington AVE	Kensington	E165	321
21	0021115328	18-Oct-21 21:06:29	Norwood CT	Kensington	E165	321
22	0021115414	19-Oct-21 05:36:49	Beloit AVE	Kensington	E165	321
23	0021115456	19-Oct-21 08:17:58	Highgate CT	Kensington	E165	321
24	0021115730	19-Oct-21 19:46:50	Rugby AVE	Kensington	E165	321
25	0021116376	21-Oct-21 08:56:50	Berkeley Park BLVD	Kensington	E165	5000
26	0021116760	22-Oct-21 05:27:45	Vassar AVE	Kensington	E165	440
27	0021116806	22-Oct-21 08:39:30	Arlington AVE	Kensington	E165	400
28	0021116990	22-Oct-21 16:30:10	Lake DR	Kensington	E165	440
29	0021117537	24-Oct-21 08:26:22	Arlington CT	Kensington	E165	321
30	0021117634	24-Oct-21 12:01:51	Colgate AVE	Kensington	E165	622

31	0021117783	24-Oct-21 15:54:12	Amherst AVE	Kensington	E165	812
32	0021117887	24-Oct-21 17:46:25	Highgate CT	Kensington	E172	400
33	0021118101	25-Oct-21 07:37:33	Kenilworth DR	Kensington	E165	400
34	0021118252	25-Oct-21 13:45:05	Kerr AVE	Kensington	E165	444
35	0021118741	26-Oct-21 17:17:01	Garden DR	Kensington	E165	321
36	0021118795	26-Oct-21 19:44:20	Edwin DR	Kensington	E165	410
37	0021118812	26-Oct-21 21:16:37	Westminster AVE	Kensington	E165	321
38	0021119175	27-Oct-21 19:59:52	Westminster AVE	Kensington	E165	554
39	0021119948	29-Oct-21 16:45:59	Kenilworth DR	Kensington	E165	322
40	0021120208	30-Oct-21 11:22:40	Norwood AVE	Kensington	E165	554
41	0021120637	31-Oct-21 13:53:07	Rincon RD	Kensington	E165	321
42	0021120656	31-Oct-21 15:11:10	Highland BLVD	Kensington	E165	400
43	0021120745	31-Oct-21 18:55:55	Edgemoor RD	Kensington	E172	5000

Type Series

Description

100

(Structure, Trash, Vehicle, Vegetation Fire)

200

(Over Pressure/Ruptures Explosions, Bombs)

300

(EMS, Vehicle Accidents, Extrication, Rescue)

400

(Chemical Spills, Leaks, Down power Lines)

500

(Distress, Water/ Smoke/Odor Problems, Public Assists)

600

(Cancelled En Route, Wrong Location)

700

(Wrong Company/Unit Dispatched)

Kensington Fire Protection District Engine 65 Response Log for October 2021

#	Incident Number	Date & Time	Address	City	Apparatus ID	Incident Type*
1	0021108087	01-Oct-21 10:29:17	Central AVE	El Cerrito	E165	321
2	0021108654	02-Oct-21 18:56:07	Cambridge AVE	Kensington	E165	651
3	0021108662	02-Oct-21 19:11:27	Arlington AVE	Kensington	E165	651
4	0021108976	03-Oct-21 15:52:09	San Carlos AVE	El Cerrito	E165	554
5	0021109329	04-Oct-21 12:13:21	Carlson BLVD	Richmond	E165	111
6	0021109513	04-Oct-21 21:04:49	Kenyon AVE	Kensington	E165	553
7	0021109546	04-Oct-21 23:07:23	Ocean View AVE	Orinda	E165	554
8	0021109715	05-Oct-21 12:09:28	Bay Area Ridge TRL	Moraga	E165	611M
9	0021110149	06-Oct-21 14:02:07	Seaview DR	El Cerrito	E165	522
10	0021110383	07-Oct-21 07:24:42	Edgecroft RD	Kensington	E165	321
11	0021111505	09-Oct-21 21:49:10	Franciscan WAY	Kensington	E165	651
12	0021112019	11-Oct-21 08:32:49	Columbia AVE	Kensington	E165	321
13	0021112125	11-Oct-21 12:53:52	Fire Trail 3	Richmond	E365	321
14	0021112177	11-Oct-21 14:58:31	Berkeley Park BLVD	Kensington	E165	700
15	0021112195	11-Oct-21 15:23:30	San Pablo AVE	El Cerrito	E165	5000
16	0021112247	11-Oct-21 18:34:52	Coventry RD	Kensington	E165	5000
17	0021112342	11-Oct-21 21:52:00	I 80 E	Richmond	E365	140
18	0021112444	12-Oct-21 06:52:49	Coventry RD	Kensington	E165	5000
19	0021112469	12-Oct-21 08:11:52	Nicholas CT	Brentwood	E365	111
20	0021112533	12-Oct-21 11:42:01	Delta Fair BLVD	Antioch	E365	118
21	0021112748	12-Oct-21 21:41:51	Highgate RD	Kensington	E165	550
22	0021112808	13-Oct-21 03:49:13	Balra DR	El Cerrito	E165	321
23	0021113149	13-Oct-21 21:52:02	Kingston RD	Kensington	E165	651
24	0021113205	14-Oct-21 03:58:24	Purdue AVE	Kensington	E165	321
25	0021113480	14-Oct-21 17:01:11	Purdue AVE	Kensington	E165	5000
26	0021113766	15-Oct-21 11:12:37	Purdue AVE	Kensington	E165	321
27	0021113791	15-Oct-21 12:22:15	Bates AVE	El Cerrito	E165	321
28	0021114333	16-Oct-21 17:28:04	Rincon RD	Kensington	E165	550
29	0021114728	17-Oct-21 16:06:51	Amherst AVE	Kensington	E165	550
30	0021115167	18-Oct-21 13:36:43	Coventry RD	Kensington	E165	321

31	0021115253	18-Oct-21 17:33:52	Norwood AVE	Kensington	E165	746
32	0021115292	10/18/21 19:07	Arlington AVE	Kensington	E165	321
33	0021115328	18-Oct-21 21:06:29	Norwood CT	Kensington	E165	321
34	0021115414	19-Oct-21 05:36:49	Beloit AVE	Kensington	E165	321
35	0021115456	19-Oct-21 08:17:58	Highgate CT	Kensington	E165	321
36	0021115552	19-Oct-21 12:20:27	Earl CT	El Cerrito	E165	743
37	0021115730	19-Oct-21 19:46:50	Rugby AVE	Kensington	E165	321
38	0021116376	21-Oct-21 08:56:50	Berkeley Park BLVD	Kensington	E165	5000
39	0021116441	21-Oct-21 11:16:57	Ganges AVE	El Cerrito	E165	5000
40	0021116453	21-Oct-21 11:42:42	El Cerrito PLZ	El Cerrito	E165	611X
41	0021116477	21-Oct-21 12:32:01	Lassen ST	Orinda	E165	321
42	0021116760	22-Oct-21 05:27:45	Vassar AVE	Kensington	E165	440
43	0021116806	22-Oct-21 08:39:30	Arlington AVE	Kensington	E165	400
44	0021116824	22-Oct-21 09:38:22	Leneve PL	El Cerrito	E165	321
45	0021116972	22-Oct-21 16:11:32	Carmel AVE	El Cerrito	E165	321
46	0021116990	22-Oct-21 16:30:10	Lake DR	Kensington	E165	440
47	0021117522	24-Oct-21 07:50:59	Terrace DR	El Cerrito	E165	111
48	0021117537	24-Oct-21 08:26:22	Arlington CT	Orinda	E165	321
49	0021117546	24-Oct-21 08:54:35	El Cerrito PLZ	El Cerrito	E165	700
50	0021117551	24-Oct-21 08:58:39	San Pablo AVE	El Cerrito	E165	735
51	0021117634	24-Oct-21 12:01:51	Colgate AVE	Kensington	E165	622
52	0021117670	24-Oct-21 12:57:53	SR 24 E	Orinda	E165	611T
53	0021117783	24-Oct-21 15:54:12	Amherst AVE	Kensington	E165	812
54	0021118101	25-Oct-21 07:37:33	Kenilworth DR	Kensington	E165	400
55	0021118204	25-Oct-21 11:34:23	Fairmount AVE	El Cerrito	E165	321
56	0021118252	25-Oct-21 13:45:05	Kerr AVE	Kensington	E165	444
57	0021118304	25-Oct-21 15:44:51	Golf Course DR	Orinda	E165	381
58	0021118563	26-Oct-21 10:11:30	Buckingham DR	El Cerrito	E165	400
59	0021118741	26-Oct-21 17:17:01	Garden DR	Kensington	E165	321
60	0021118795	26-Oct-21 19:44:20	Edwin DR	Kensington	E165	410
61	0021118812	26-Oct-21 21:16:37	Westminster AVE	Kensington	E165	321
62	0021119175	27-Oct-21 19:59:52	Westminster AVE	Kensington	E165	554
63	0021119948	29-Oct-21 16:45:59	Kenilworth DR	Kensington	E165	322
64	0021120208	30-Oct-21 11:22:40	Norwood AVE	Kensington	E165	554
65	0021120637	31-Oct-21 13:53:07	Rincon RD	Kensington	E165	321

66	0021120656	31-Oct-21 15:11:10	Highland BLVD	Kensington	E165	400
67	0021120744	31-Oct-21 18:52:25	Balra DR	El Cerrito	E165	550

Type Series

Description

- 100 *(Structure, Trash, Vehicle, Vegetation Fire)*
- 200 *(Over Pressure/Ruptures Explosions, Bombs)*
- 300 *(EMS, Vehicle Accidents, Extrication, Rescue)*
- 400 *(Chemical Spills, Leaks, Down power Lines)*
- 500 *(Distress, Water/ Smoke/Odor Problems, Public Assists)*
- 600 *(Cancelled En Route, Wrong Location)*
- 700 *(Wrong Company/Unit Dispatched)*

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 : 11/10/2021
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	11/1/2021	November 2021	7840	2328						309,743.34
	ZFA Structural Engineers	10/29/2021	Professional Services from 9/19/21-10/23/21	7840	2310						14,403.70
	Marjang	11/2/2021	Public Safety Building Renovation	7840	2310						51,801.76
	NHA Advisors, LLC	11/2/2021	Financial Advisor	7840	2310						14,981.25
50147	KFPD Revolving Fund	11/10/2021	Reimburse Revolving fund	7840	2490						<u>59,648.51</u>
TOTAL											<u><u>450,578.56</u></u>

Kensington FPD Approval

Kensington Fire Protection District
 Checking Account Replenishment
 November 11, 2021

Transactions:

Payee	Date	Expenses	Description
AT&T	10/01/2021	\$ 426.17	Office Telephone
PG&E	10/01/2021	\$ 1,680.23	Electric Service
Galvin Appliance	10/04/2021	\$ 1,696.98	New Dishwasher for PSB
Google	10/06/2021	\$ 90.00	Email Service
Fed/State	10/07/2021	\$ 2,755.65	Payroll Tax Withholding
Heartland Payroll	10/07/2021	\$ 78.54	Payroll Processing Fee
W Hansell	10/07/2021	\$ 3,995.89	Payroll
State Compensation Insurance Fund	10/12/2021	\$ 182.50	Workers Comp Insurance Payment
Custom Ink	10/12/2021	\$ 1,108.71	Community Service Activities T-Shirts
Fedex Office	10/13/2021	\$ 6.54	Binding of BOD Packet
Fedex Office	10/13/2021	\$ 23.47	Copies of BOD Packet
CalPERS	10/13/2021	\$ 952.08	Health Settlement
CalPERS	10/13/2021	\$ 4,694.40	Retiree Health
Quality Logo Pro	10/14/2021	\$ 389.78	Community Service Activities Cinch Up Backpacks
Stericycle	10/19/2021	\$ 312.57	November 2021 Services
EBMUD	10/19/2021	\$ 452.14	Building Utilities/Service: Water/Sewer
Mail Stream	10/20/2021	\$ 2,222.45	Printing and Postage
Comcast	10/20/2021	\$ 144.97	Internet
Delta Dental Ins Payment	10/20/2021	\$ 948.79	Retiree Dental - October 2021
Fed/State	10/22/2021	\$ 3,958.03	Payroll Tax Withholding
Heartland Payroll	10/22/2021	\$ 81.29	Payroll Processing Fee
W Hansell	10/22/2021	\$ 5,590.79	Payroll
State Compensation Insurance Fund	10/22/2021	\$ 792.86	Workers Comp Insurance Payment
Fire Smart Promos	10/25/2021	\$ 810.21	Community Service Activities
PG&E	10/26/2021	\$ 116.55	Gas Service
AT&T	10/28/2021	\$ 423.83	Office Telephone
Zoom	10/06/2021	\$ 140.00	Zoom Payment
Mechanics Bank	10/13/2021	\$ 25.00	Online Stop Payment Fee
Streamline	10/18/2021	\$ 260.00	Website October 2021
Streamline	10/19/2021	\$ 260.00	Website November 2021
CrashPlan	10/25/2021	\$ 9.99	Monthly Payment for Cloud Backup
Altivu (Check #995034)	10/04/2021	\$ 8,333.33	Emergency Prep Coordination Services
Janice Kosel (Check #955035)	10/22/2021	\$ 1,634.03	CSDA Conference Reimbursement
Mighetto Electric (Check #955036)	10/18/2021	\$ 195.00	Install Astro Wall Timer
CA Special Districts Association (Check #955037)	10/26/2021	\$ 7,615.00	2022 CSDA Membership Renewal
Kel-Aire (Check #995039)	10/26/2021	\$ 378.37	HVAC Repair
Olivero Plumbing (Check #995040)	10/29/2021	\$ 239.12	Lavatory Faucet Repair
Stericycle (Check #995041)	10/28/2021	\$ 297.82	September 2021 Services
Stericycle (Check #995042)	10/28/2021	\$ 308.18	October 2021 Services
Meyers Nave (Check #995043)	10/27/2021	\$ 1,327.70	Legal Service - September 2021
Maze & Associates (Check #995044)	10/27/2021	\$ 3,000.00	Accounting Services September 2021
Larry Nagel (Check #995048)	10/28/2021	\$ 1,689.55	CSDA Conference Reimbursement
Net Withdrawals for Replenishment		\$ 59,648.51	
		\$ -	
Replenishment Adjusted for Monthly Bills		\$ 59,648.51	

Board President _____ Date _____

General Manager _____ Date _____

**Kensington Fire Protection District
Cash and Investment Balance Sheet
As of October 31, 2021**

Current Cash and Investments

Cash Balance		Comments
Petty Cash	200.00	
KFPD Revolving Acct - Gen Fund	88,975.49	Bank Balance as of 10/31/2021
General Fund	680,407.28	Balance as of 10/31/2021, Pending Reconciliations
Special Tax Fund	199,095.25	Balance as of 10/31/2021, Pending Reconciliations
Capital Fund	17,332.95	Balance as of 10/31/2021, Pending Reconciliations
Total Cash Balance	986,010.97	
Investments		
Capital Replacement Funds	1,858,672.62	Balance as of 10/31/2021, Pending Reconciliations
Special Tax Fund	208,453.40	Balance as of 10/31/2021, Pending Reconciliations
Fire Protection Contract Reserves	3,229,642.67	Balance as of 10/31/2021, Pending Reconciliations
E/C Contract Recon Reserves	409,043.34	Balance as of 10/31/2021, Pending Reconciliations
Investments - Other	1,739,121.71	Balance as of 10/31/2021, Pending Reconciliations
Total Investments	7,444,933.74	
Total Current Cash and Investments	8,430,944.71	

**Kensington Fire Protection District
Profit & Loss Prev Year Comparison**

11/03/21

Accrual Basis

July through October 2021

	Jul - Oct 21	Jul - Oct 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
MCI Income - DON'T USE	0.00	0.00	0.00	0.0%
Property Taxes	4,441,921.68	4,209,745.46	232,176.22	5.5%
Special Taxes	204,417.70	200,685.70	3,732.00	1.9%
Other Tax Income	0.00	0.00	0.00	0.0%
Lease Agreement	12,201.00	12,146.55	54.45	0.5%
Interest Income	4,530.66	-21,567.87	26,098.53	121.0%
Salary Reimbursement Agreement	0.00	0.00	0.00	0.0%
Salary Reimb Agreement Recon(s)	0.00	0.00	0.00	0.0%
Grant Revenue	0.00	0.00	0.00	0.0%
Surety Bond Claim	0.00	0.00	0.00	0.0%
Miscellaneous Income	0.00	0.00	0.00	0.0%
Total Income	4,663,071.04	4,401,009.84	262,061.20	6.0%
Expense				
Staff				
Wages	35,496.24	38,249.55	-2,753.31	-7.2%
Longevity Pay	0.00	0.00	0.00	0.0%
Overtime Wages	0.00	0.00	0.00	0.0%
Vacation Wages	0.00	0.00	0.00	0.0%
Medical/dental ins compensation	0.00	0.00	0.00	0.0%
Retirement Contribution	0.00	0.00	0.00	0.0%
Payroll Taxes	15,216.66	4,137.63	11,079.03	267.8%
Workers Compensation/Life Ins	-540.74	384.68	-925.42	-240.6%
Payroll Processing	576.50	486.99	89.51	18.4%
Staff - Other	0.00	0.00	0.00	0.0%
Total Staff	50,748.66	43,258.85	7,489.81	17.3%
RETIREE MEDICAL BENEFITS				
PERS Medical	0.00	0.00	0.00	0.0%
Delta Dental	0.00	0.00	0.00	0.0%
Vision Care	0.00	0.00	0.00	0.0%
CalPERS Settlement	3,808.32	1,904.16	1,904.16	100.0%
CCCERA Settlement Agreement	0.00	0.00	0.00	0.0%
RETIREE MEDICAL BENEFITS - Other	0.00	0.00	0.00	0.0%
Total RETIREE MEDICAL BENEFITS	3,808.32	1,904.16	1,904.16	100.0%
OUTSIDE PROFESSIONAL SERVICES				
Emergency Prep Coordinator	0.00	0.00	0.00	0.0%
Accounting	9,000.00	9,950.00	-950.00	-9.6%
Actuarial Valuation	0.00	0.00	0.00	0.0%
Actuarial Study	0.00	0.00	0.00	0.0%
Audit	0.00	10,000.00	-10,000.00	-100.0%
Bank Fee	25.00	0.00	25.00	100.0%
Contra Costa County Expenses	2,325.05	2,566.65	-241.60	-9.4%
El Cerrito Contract Fee	1,175,290.18	1,076,547.56	98,742.62	9.2%
El Cerrito Reconciliation(s)	63,683.21	106,383.00	-42,699.79	-40.1%
IT Services and Equipment	22.78	6,714.20	-6,691.42	-99.7%
Emergency Planning	0.00	0.00	0.00	0.0%
Fire Abatement Contract	0.00	2,450.00	-2,450.00	-100.0%
Fire Engineer Plan Review	0.00	0.00	0.00	0.0%
RGS Contract	0.00	0.00	0.00	0.0%
Grant Writer/Coordinator	0.00	0.00	0.00	0.0%
Risk Management Insurance	0.00	0.00	0.00	0.0%
LAFCO Fees	0.00	2,293.70	-2,293.70	-100.0%
Legal Fees	3,743.12	19,445.40	-15,702.28	-80.8%
PSB Consultant	0.00	0.00	0.00	0.0%
BHI/GM Recruitment	0.00	7,600.00	-7,600.00	-100.0%
Temporary Services	0.00	7,617.21	-7,617.21	-100.0%
Polygon Study	0.00	0.00	0.00	0.0%
RFP Consultant	0.00	0.00	0.00	0.0%
Traffic Study	0.00	0.00	0.00	0.0%
Professional Fees	0.00	0.00	0.00	0.0%
State Mandated Claims Consult	0.00	0.00	0.00	0.0%
Water System Improvements	0.00	0.00	0.00	0.0%
Website Development/Maintenance	1,040.00	400.00	640.00	160.0%
Wildland Vegetation Mgmt	0.00	0.00	0.00	0.0%
OUTSIDE PROFESSIONAL SERVICES - Other	0.00	0.00	0.00	0.0%
Total OUTSIDE PROFESSIONAL SERVICES	1,255,129.34	1,251,967.72	3,161.62	0.3%
COMMUNITY SERVICE ACTIVITIES				
KPPCSD Grant	0.00	0.00	0.00	0.0%
Public Education	12,127.78	3,090.00	9,037.78	292.5%
Comm. Pharmaceutical Drop-Off	0.00	0.00	0.00	0.0%
Vial of Life Program	0.00	0.00	0.00	0.0%
Vial of Life Program	0.00	0.00	0.00	0.0%
CERT Emerg Kits/Sheds/Prepared	0.00	0.00	0.00	0.0%
Open Houses	0.00	0.00	0.00	0.0%
Community Shredder	0.00	0.00	0.00	0.0%
DFSC Matching Grants	0.00	24,000.00	-24,000.00	-100.0%
Firesafe Planting Grants	0.00	0.00	0.00	0.0%
Demonstration Garden	0.00	0.00	0.00	0.0%
Community Sandbags	0.00	0.00	0.00	0.0%
Volunteer Appreciation	0.00	0.00	0.00	0.0%
Community Center Contribution	0.00	0.00	0.00	0.0%
COMMUNITY SERVICE ACTIVITIES - Other	483.17	0.00	483.17	100.0%
Total COMMUNITY SERVICE ACTIVITIES	12,610.95	27,090.00	-14,479.05	-53.5%
DISTRICT ACTIVITIES				
Professional Development	3,323.58	0.00	3,323.58	100.0%
Office				
Office Expense	1,876.57	537.56	1,339.01	249.1%
Office Supplies	527.10	17.23	509.87	2,959.2%
Telephone	2,282.31	4,983.82	-2,701.51	-54.2%
Office - Other	0.00	317.83	-317.83	-100.0%
Office - Other	0.00	0.00	0.00	0.0%
Total Office	4,685.98	5,856.44	-1,170.46	-20.0%

Kensington Fire Protection District Profit & Loss Prev Year Comparison July through October 2021

Accrual Basis

	Jul - Oct 21	Jul - Oct 20	\$ Change	% Change
Election	0.00	0.00	0.00	0.0%
Firefighter's Apparel & PPE	810.21	0.00	810.21	100.0%
Firefighters' Expenses	0.00	0.00	0.00	0.0%
Engine Rescue Equipment	0.00	0.00	0.00	0.0%
Airpacks Expense	0.00	0.00	0.00	0.0%
Ladder Truck Expense	0.00	0.00	0.00	0.0%
Staff Appreciation	93.49	0.00	93.49	100.0%
Memberships				
CCCSDA	0.00	0.00	0.00	0.0%
CSDA	0.00	0.00	0.00	0.0%
Diablo Fire Safe	0.00	0.00	0.00	0.0%
Memberships - Other	7,615.00	500.00	7,115.00	1,423.0%
Total Memberships	7,615.00	500.00	7,115.00	1,423.0%
Firefighters' Memorial Contrib	0.00	0.00	0.00	0.0%
Wildland Safety Gear	0.00	0.00	0.00	0.0%
Building Maintenance				
Needs Assess/Feasibility Study	0.00	15,570.28	-15,570.28	-100.0%
Gardening service	0.00	0.00	0.00	0.0%
Building alarm	0.00	115.00	-115.00	-100.0%
Medical Waste Disposal	903.58	557.89	345.69	62.0%
Storage Room Emergency Repair	0.00	0.00	0.00	0.0%
Janitorial Service	446.96	420.00	26.96	6.4%
Mechanical service	0.00	0.00	0.00	0.0%
Miscellaneous Maint.				
Scheduled Repairs	0.00	0.00	0.00	0.0%
Miscellaneous Maint. - Other	968.49	7,915.42	-6,946.93	-87.8%
Total Miscellaneous Maint.	968.49	7,915.42	-6,946.93	-87.8%
Building Maintenance - Other	0.00	0.00	0.00	0.0%
Total Building Maintenance	2,319.03	24,578.59	-22,259.56	-90.6%
Building Utilities/Service				
Garbage	0.00	0.00	0.00	0.0%
Gas and Electric	4,385.54	5,409.77	-1,024.23	-18.9%
Sewer Charge	0.00	0.00	0.00	0.0%
Water/Sewer	457.59	684.62	-227.03	-33.2%
Building Utilities/Service - Other	0.00	0.00	0.00	0.0%
Total Building Utilities/Service	4,843.13	6,094.39	-1,251.26	-20.5%
Emergency Preparedness Council	0.00	0.00	0.00	0.0%
FireWise Workshop	0.00	0.00	0.00	0.0%
Hills Emergency Forum	0.00	0.00	0.00	0.0%
DISTRICT ACTIVITIES - Other	0.00	0.00	0.00	0.0%
Total DISTRICT ACTIVITIES	23,690.42	37,029.42	-13,339.00	-36.0%
Contingency				
CalPERS Settlement for Ret FF	0.00	0.00	0.00	0.0%
IFSTA Manuals	0.00	0.00	0.00	0.0%
Printer/Fax	0.00	0.00	0.00	0.0%
Business Suite	0.00	0.00	0.00	0.0%
Graphic Design	0.00	0.00	0.00	0.0%
General	0.00	0.00	0.00	0.0%
Annexation	0.00	0.00	0.00	0.0%
Accounting	0.00	0.00	0.00	0.0%
Firefighter T-Shirts	0.00	0.00	0.00	0.0%
Contingency - Other	0.00	0.00	0.00	0.0%
Total Contingency	0.00	0.00	0.00	0.0%
Reconciliation Discrepancies	0.00	0.00	0.00	0.0%
Uncategorized Expenses	0.00	0.00	0.00	0.0%
Total Expense	1,345,987.69	1,361,250.15	-15,262.46	-1.1%
Net Ordinary Income	3,317,083.35	3,039,759.69	277,323.66	9.1%
Other Income/Expense				
Other Income				
Transfers In - Capital	0.00	0.00	0.00	0.0%
Transfers In - Special	0.00	0.00	0.00	0.0%
Transfers In - General	0.00	0.00	0.00	0.0%
Tranfers In	0.00	0.00	0.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Other Expense				
Depreciation Expense	0.00	0.00	0.00	0.0%
Transfers Out - Capital	0.00	0.00	0.00	0.0%
Transfers Out - Special	0.00	0.00	0.00	0.0%
Transfers Out - General	0.00	0.00	0.00	0.0%
Transfers Out	0.00	0.00	0.00	0.0%
<Gain>/Loss on Asset Disposal	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	3,317,083.35	3,039,759.69	277,323.66	9.1%

Kensington Fire Protection District

Trial Balance

As of October 31, 2021

11/03/21

Accrual Basis

	Oct 31, 21	
	Debit	Credit
Petty Cash	200.00	
MCI Fund - Mechanics	0.00	
KFPD Revolving Acct - Gen Fund	148,094.83	
General Fund	292,618.48	
Special Tax Fund	199,095.25	
Capital Fund Cash Total	0.00	
Capital Fund	17,332.95	
Capital Fund:Replacement Funds	0.00	
Grants Receivable	0.00	
Accounts Receivable - Year End	0.00	
Due from County for Reimb.	0.00	
Due From Other Funds	0.00	
Accounts Receivable	3,050.25	
Interest Receivable	0.00	
Advance on Taxes	4,520,093.87	
Advance on Supplemental Taxes	71,779.71	
KPPCSD Note Receivable	0.00	
E/C Salary Reimbursement Receiv	0.00	
Undeposited Funds	0.00	
Deposits on Fixed Assets	20,000.00	
Prepaid Services - EC	0.07	
Prepaid Exp.	1,159.00	
Prepaid CERBT - Retiree Trust	490,283.05	
Investments		4,140.30
Investments:Capital Replacement Funds	3,807,255.32	
Investments:Fire Protect. Contract Reserves	3,229,642.67	
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
Water System Improvements	0.00	
Current Capital Outlay	0.00	
Current Capital Outlay:PSB Renovation Soft Costs	100,256.49	
Current Capital Outlay:Ladder Truck	0.00	
Current Capital Outlay:Airpacks	0.00	
Current Capital Outlay:Engine Defibrillators	0.00	
Current Capital Outlay:Public Education	0.00	
Current Capital Outlay:Water System Cistern	0.00	
Current Capital Outlay:Engine	0.00	
Current Capital Outlay:P/S Building Repair/Replace	1,696.98	
Current Capital Outlay:P/S Bldg Bay Doors	0.00	
Current Capital Outlay:Bay Lighting	0.00	
Current Capital Outlay:Computers/Computerized Equip.	0.00	
Current Capital Outlay:Office Equipment-Copier	0.00	
Current Capital Outlay:P/S Building - MCI Fund	0.00	
Current Capital Outlay:EBRICS Radios	0.00	
Current Capital Outlay:FF High Band Radios	0.00	
Current Capital Outlay:B/C Command Vehicle	0.00	
Current Capital Outlay:Thermal Imager	0.00	
Current Capital Outlay:800 MHz System	0.00	
Current Capital Outlay:Water System Improvements	0.00	
Current Capital Outlay:Fire Engine Type I	104.40	
Current Capital Outlay:Firefighters Qtrs/Equip	210.00	
Current Capital Outlay:Apparatus Bay Construction	0.00	
Current Capital Outlay:Holmatro Tool	0.00	
Current Capital Outlay:Computers/Furniture	0.00	
Current Capital Outlay:Type III Engine	0.00	
Current Capital Outlay:Public Safety Building PreConst	0.00	
Prop 1A Loan - State of CA	0.00	
Suspense	0.00	
Due to Revolving Acct - Gen Fnd		312,044.32
Due to Other - Issued by CCC		84,065.05

Kensington Fire Protection District

Trial Balance

As of October 31, 2021

11/03/21

Accrual Basis

	Oct 31, 21	
	Debit	Credit
Due To Other Funds	0.00	
Accounts Payable	308,137.69	
Accrued Salary Reimb Income-EC	0.00	
Surety Bond Claim Held	0.00	
EI Cerrito Service Contract Pay	0.00	
Wages & PR Taxes Payable	0.00	
Deferred Comp Payable	0.00	
KPPCSD MCI Deposit Payable	0.00	
Deferred Inflow of Resources		9,731.00
EI Cerrito Reconciliation Liab.		419,249.04
CalPERS Settlement Payable		28,562.56
GASB 45 Accrual	0.00	
Postretirement Health Ben Liab	21,064.16	
Postretirement Health Ben-Prior	0.00	
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		2,317,661.58
Opening Bal Equity	0.00	
MCI Income - DON'T USE	0.00	
Property Taxes		4,441,921.68
Special Taxes		204,417.70
Other Tax Income	0.00	
Lease Agreement		12,201.00
Interest Income		4,530.66
Salary Reimbursement Agreement	0.00	
Salary Reimb Agreement Recon(s)	0.00	
Grant Revenue	0.00	
Surety Bond Claim	0.00	
Miscellaneous Income	0.00	
Staff	0.00	
Staff:Wages	35,496.24	
Staff:Longevity Pay	0.00	
Staff:Overtime Wages	0.00	
Staff:Vacation Wages	0.00	
Staff:Medical/dental ins compensation	1,000.00	
Staff:Retirement Contribution	0.00	
Staff:Payroll Taxes	15,216.66	
Staff:Workers Compensation/Life Ins		540.74
Staff:Payroll Processing	576.50	
RETIREE MEDICAL BENEFITS	0.00	
RETIREE MEDICAL BENEFITS:PERS Medical	0.00	
RETIREE MEDICAL BENEFITS:Delta Dental	0.00	
RETIREE MEDICAL BENEFITS:Vision Care	0.00	
RETIREE MEDICAL BENEFITS:CalPERS Settlement	3,808.32	
RETIREE MEDICAL BENEFITS:CCCERA Settlement Agreement	0.00	
OUTSIDE PROFESSIONAL SERVICES	0.00	
OUTSIDE PROFESSIONAL SERVICES:Emergency Prep Coordinator	24,999.99	
OUTSIDE PROFESSIONAL SERVICES:Accounting	9,000.00	
OUTSIDE PROFESSIONAL SERVICES:Actuarial Valuation	0.00	
OUTSIDE PROFESSIONAL SERVICES:Actuarial Study	0.00	
OUTSIDE PROFESSIONAL SERVICES:Audit	0.00	
OUTSIDE PROFESSIONAL SERVICES:Bank Fee	25.00	
OUTSIDE PROFESSIONAL SERVICES:Contra Costa County Expenses	2,325.05	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Contract Fee	1,175,290.18	
OUTSIDE PROFESSIONAL SERVICES:EI Cerrito Reconciliation(s)	63,683.21	
OUTSIDE PROFESSIONAL SERVICES:IT Services and Equipment	22.78	
OUTSIDE PROFESSIONAL SERVICES:Emergency Planning	0.00	
OUTSIDE PROFESSIONAL SERVICES:Fire Abatement Contract	0.00	
OUTSIDE PROFESSIONAL SERVICES:Fire Engineer Plan Review	0.00	
OUTSIDE PROFESSIONAL SERVICES:RGS Contract	0.00	
OUTSIDE PROFESSIONAL SERVICES:Grant Writer/Coordinator	0.00	
OUTSIDE PROFESSIONAL SERVICES:Risk Management Insurance	0.00	

Kensington Fire Protection District

Trial Balance

As of October 31, 2021

11/03/21

Accrual Basis

	Oct 31, 21	
	Debit	Credit
OUTSIDE PROFESSIONAL SERVICES:LAFCO Fees	0.00	
OUTSIDE PROFESSIONAL SERVICES:Legal Fees	3,743.12	
OUTSIDE PROFESSIONAL SERVICES:PSB Consultant	0.00	
OUTSIDE PROFESSIONAL SERVICES:BHI/GM Recruitment	0.00	
OUTSIDE PROFESSIONAL SERVICES:Temporary Services	0.00	
OUTSIDE PROFESSIONAL SERVICES:Polygon Study	0.00	
OUTSIDE PROFESSIONAL SERVICES:RFP Consultant	0.00	
OUTSIDE PROFESSIONAL SERVICES:Traffic Study	0.00	
OUTSIDE PROFESSIONAL SERVICES:Professional Fees	0.00	
OUTSIDE PROFESSIONAL SERVICES:State Mandated Claims Consult	0.00	
OUTSIDE PROFESSIONAL SERVICES:Water System Improvements	0.00	
OUTSIDE PROFESSIONAL SERVICES:Website Development/Maintenance	1,040.00	
OUTSIDE PROFESSIONAL SERVICES:Wildland Vegetation Mgmt	0.00	
COMMUNITY SERVICE ACTIVITIES	483.17	
COMMUNITY SERVICE ACTIVITIES:KPPCSD Grant	0.00	
COMMUNITY SERVICE ACTIVITIES:Public Education	12,127.78	
COMMUNITY SERVICE ACTIVITIES:Comm. Pharmaceutical Drop-Off	0.00	
COMMUNITY SERVICE ACTIVITIES:Vial of Life Program	0.00	
COMMUNITY SERVICE ACTIVITIES:Vial of Life Program	0.00	
COMMUNITY SERVICE ACTIVITIES:CERT Emerg Kits/Sheds/Prepared	0.00	
COMMUNITY SERVICE ACTIVITIES:Open Houses	0.00	
COMMUNITY SERVICE ACTIVITIES:Community Shredder	0.00	
COMMUNITY SERVICE ACTIVITIES:DFSC Matching Grants	0.00	
COMMUNITY SERVICE ACTIVITIES:Firesafe Planting Grants	0.00	
COMMUNITY SERVICE ACTIVITIES:Demonstration Garden	0.00	
COMMUNITY SERVICE ACTIVITIES:Community Sandbags	0.00	
COMMUNITY SERVICE ACTIVITIES:Volunteer Appreciation	0.00	
COMMUNITY SERVICE ACTIVITIES:Community Center Contribution	0.00	
DISTRICT ACTIVITIES	0.00	
DISTRICT ACTIVITIES:Professional Development	3,323.58	
DISTRICT ACTIVITIES:Office	0.00	
DISTRICT ACTIVITIES:Office:Office Expense	1,876.57	
DISTRICT ACTIVITIES:Office:Office Supplies	527.10	
DISTRICT ACTIVITIES:Office:Telephone	2,282.31	
DISTRICT ACTIVITIES:Office:Office- Other	0.00	
DISTRICT ACTIVITIES:Election	0.00	
DISTRICT ACTIVITIES:Firefighter's Apparel & PPE	810.21	
DISTRICT ACTIVITIES:Firefighters' Expenses	0.00	
DISTRICT ACTIVITIES:Engine Rescue Equipment	0.00	
DISTRICT ACTIVITIES:Airpacks Expense	0.00	
DISTRICT ACTIVITIES:Ladder Truck Expense	0.00	
DISTRICT ACTIVITIES:Staff Appreciation	93.49	
DISTRICT ACTIVITIES:Memberships	7,615.00	
DISTRICT ACTIVITIES:Memberships:CCCSDA	0.00	
DISTRICT ACTIVITIES:Memberships:CSDA	0.00	
DISTRICT ACTIVITIES:Memberships:Diablo Fire Safe	0.00	
DISTRICT ACTIVITIES:Firefighters' Memorial Contrib	0.00	
DISTRICT ACTIVITIES:Wildland Safety Gear	0.00	
DISTRICT ACTIVITIES:Building Maintenance	0.00	
DISTRICT ACTIVITIES:Building Maintenance:Needs Assess/Feasibility Study	0.00	
DISTRICT ACTIVITIES:Building Maintenance:Gardening service	0.00	
DISTRICT ACTIVITIES:Building Maintenance:Building alarm	0.00	
DISTRICT ACTIVITIES:Building Maintenance:Medical Waste Disposal	903.58	
DISTRICT ACTIVITIES:Building Maintenance:Storage Room Emergency Repair	0.00	
DISTRICT ACTIVITIES:Building Maintenance:Janitorial Service	446.96	
DISTRICT ACTIVITIES:Building Maintenance:Mechanical service	0.00	
DISTRICT ACTIVITIES:Building Maintenance:Miscellaneous Maint.	968.49	
DISTRICT ACTIVITIES:Building Maintenance:Miscellaneous Maint.:Scheduled Re...	0.00	
DISTRICT ACTIVITIES:Building Utilities/Service	0.00	
DISTRICT ACTIVITIES:Building Utilities/Service:Garbage	0.00	
DISTRICT ACTIVITIES:Building Utilities/Service:Gas and Electric	4,385.54	
DISTRICT ACTIVITIES:Building Utilities/Service:Sewer Charge	0.00	
DISTRICT ACTIVITIES:Building Utilities/Service:Water/Sewer	457.59	
DISTRICT ACTIVITIES:Emergency Preparedness Council	0.00	

Kensington Fire Protection District

Trial Balance

As of October 31, 2021

11/03/21

Accrual Basis

	Oct 31, 21	
	Debit	Credit
DISTRICT ACTIVITIES:FireWise Workshop	0.00	
DISTRICT ACTIVITIES:Hills Emergency Forum	0.00	
Contingency	0.00	
Contingency:CalPERS Settlement for Ret FF	0.00	
Contingency:IFSTA Manuals	0.00	
Contingency:Printer/Fax	0.00	
Contingency:Business Suite	0.00	
Contingency:Graphic Design	0.00	
Contingency:General	0.00	
Contingency:Annexation	0.00	
Contingency:Accounting	0.00	
Contingency:Firefighter T-Shirts	0.00	
Reconciliation Discrepancies	0.00	
Uncategorized Expenses	0.00	
Transfers In - Capital	0.00	
Transfers In - Special	0.00	
Transfers In - General	0.00	
Tranfers In	0.00	
Depreciation Expense	0.00	
Transfers Out - Capital	0.00	
Transfers Out - Special	0.00	
Transfers Out - General	0.00	
Transfers Out	0.00	
<Gain>/Loss on Asset Disposal	0.00	
No acct	0.00	
TOTAL	19484808.62	19484808.62

KENSINGTON FIRE PROTECTION DISTRICT

FACILITIES FUNDING DISCUSSION

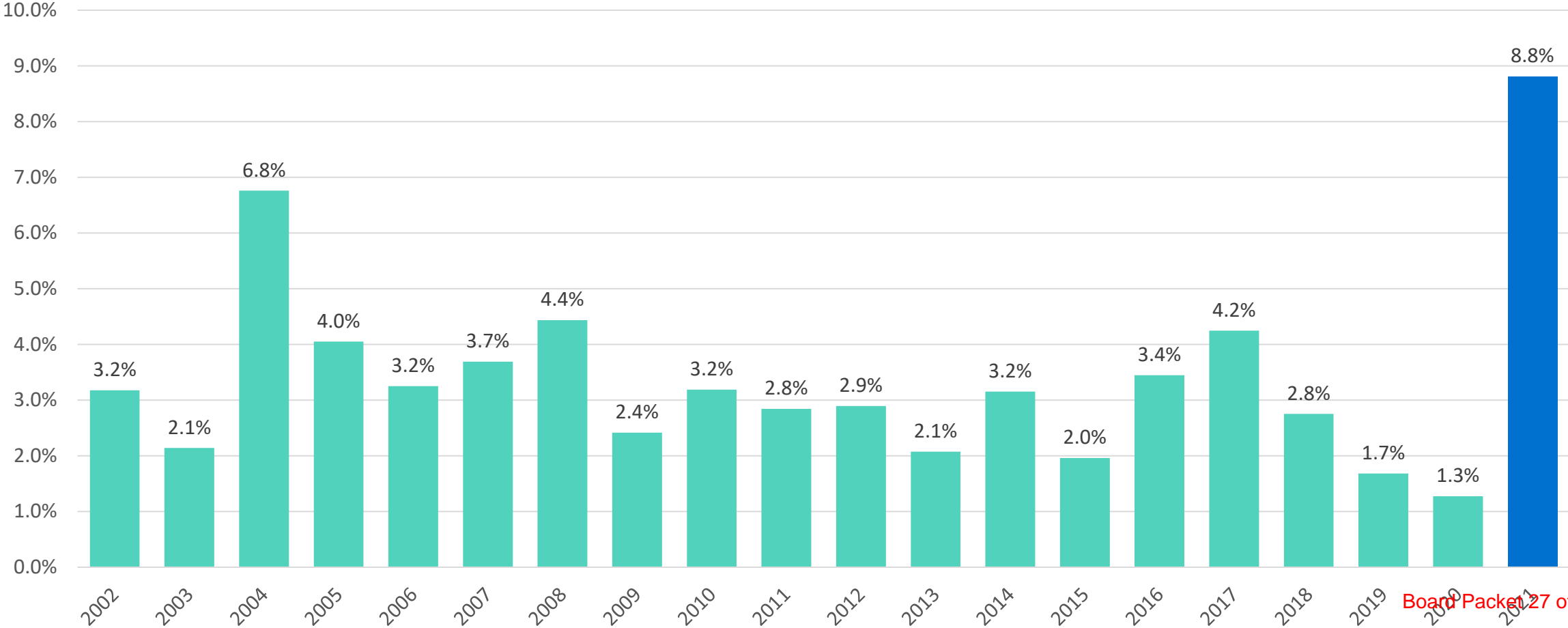


NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

November 2021

ENR Construction Cost Index (September - August)

- ▶ Construction inflation has been hard to predict historically
- ▶ The election and COVID delayed a lot of projects
- ▶ This has led to the current supply and demand imbalance and elevated construction inflation



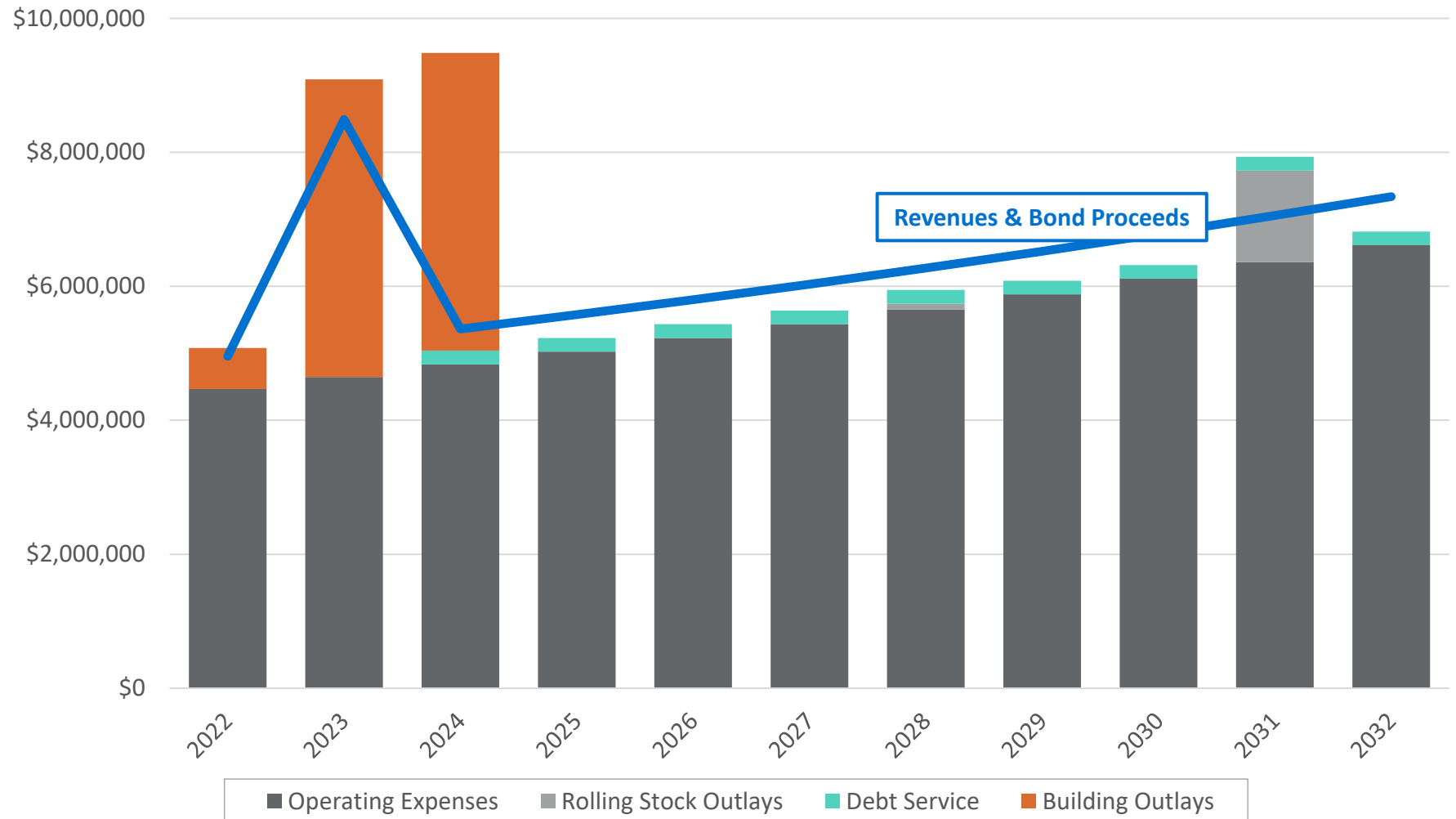
Assumptions

- ▶ If construction is delayed, we would assume an 8% construction inflation rate
 - ▶ Depending on the length of the delay, the project could become infeasible
- ▶ Beginning revenues and expenditures from the FY 2021-22 budget
- ▶ 4% inflation factor for revenues, expenditures, and rolling stock
- ▶ 30-year financing
- ▶ 3.5% interest rate



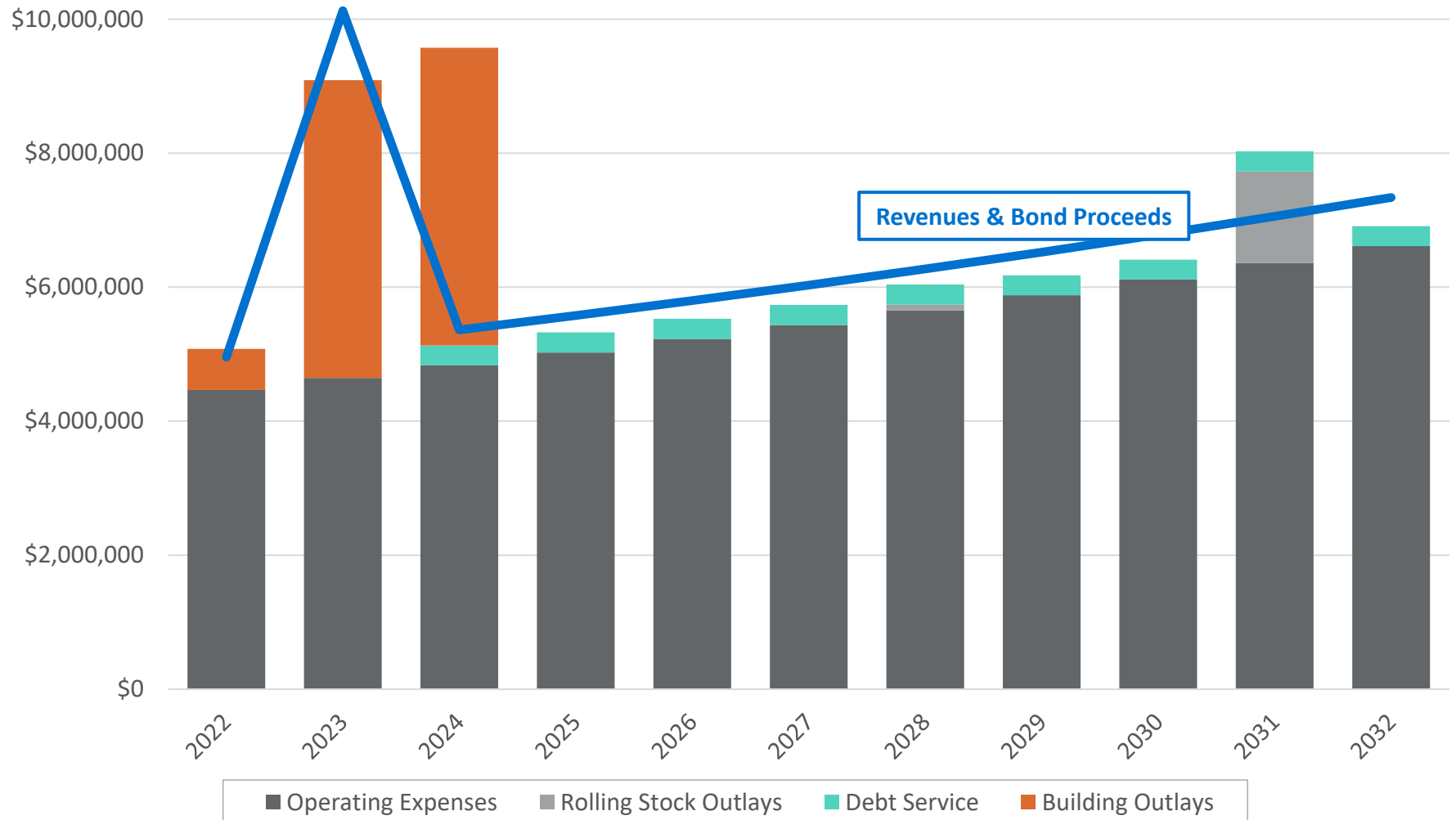
Cash Flows – Minimum Borrowing Amount (\$205K Annual Debt Service)

- ▶ \$205K of annual debt service generates approximately \$3.33M for projects
- ▶ The remainder of the projects would be paid out of reserves and budget surpluses
- ▶ The distance between the line and columns represents annual surplus/deficit
 - ▶ \$350,000 in FYE 2025
- ▶ Minimizing the financing provides for a largest gap between revenues and expenditures (net revenues)



Cash Flows – Larger Borrowing Amount (\$300K Annual Debt Service)

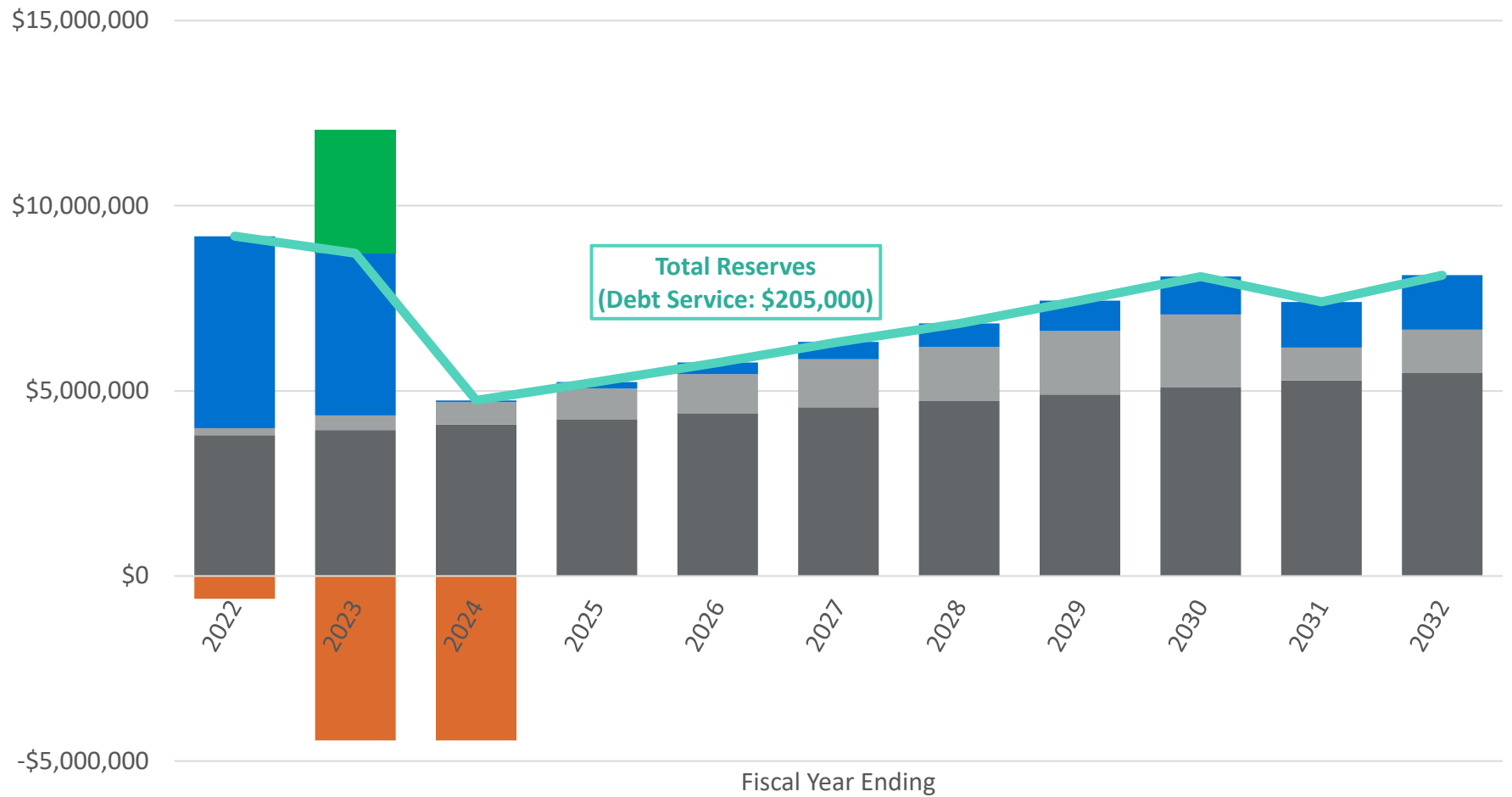
- ▶ \$300K of annual debt service is estimated to generate \$4.96M for projects
- ▶ A larger financing allows the District to maintain a larger reserve buffer
- ▶ ...but smaller net revenues
 - ▶ \$255,000 in FYE 2025



Reserves – Minimum Borrowing Amount (\$205K Annual Debt Service)

▶ Annual debt service of \$205K would:

- ▶ Fund \$3.3M of building projects
- ▶ Draw the District’s building reserves to near-zero in 2024
- ▶ Maximize annual budget surpluses



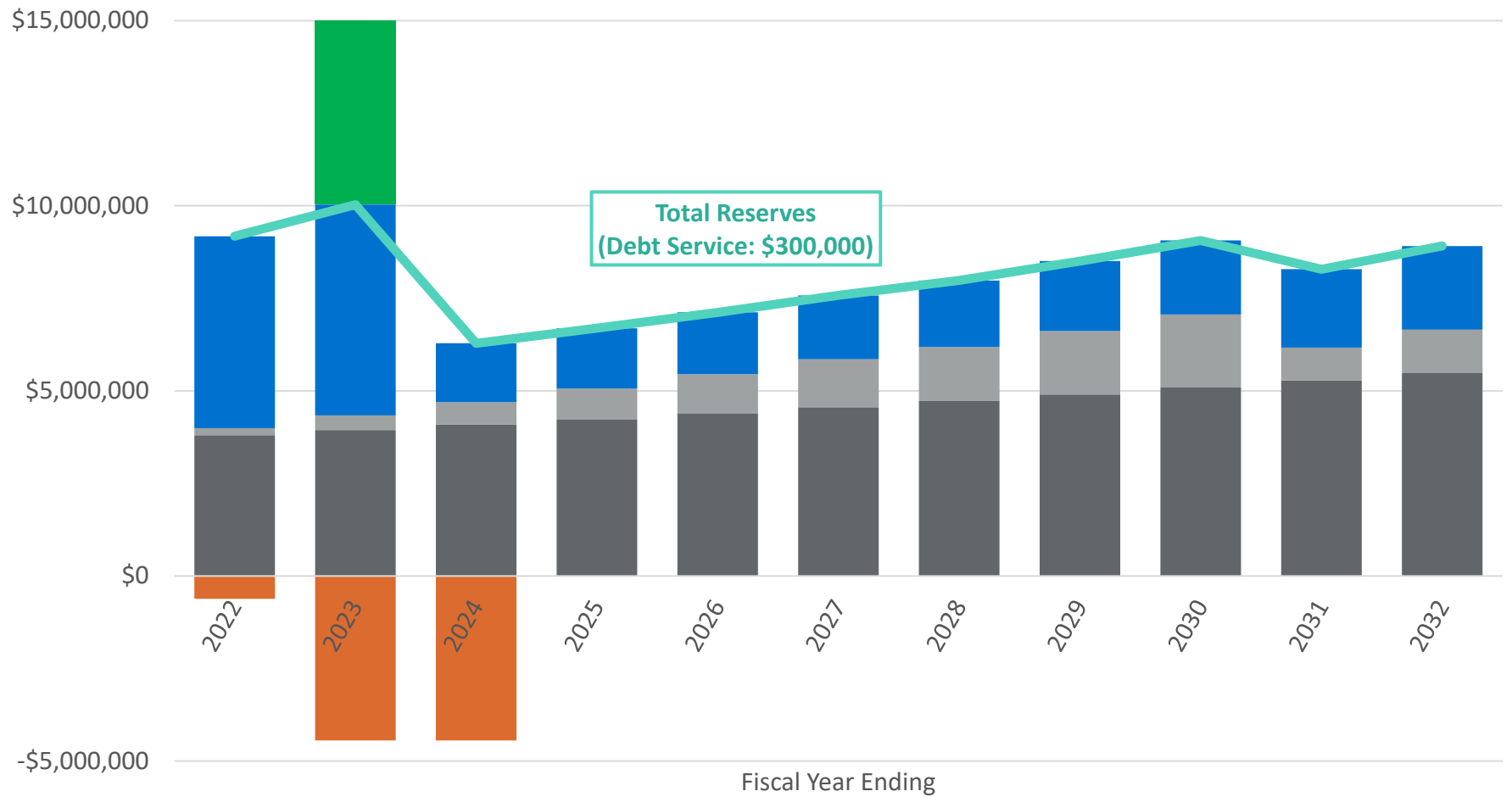
Emergency Operating Reserve
 Rolling Stock Reserve
 Building Reserve
 Bond Proceeds
 Building Projects



Reserves – Larger Borrowing Amount (\$300K Annual Debt Service)

▶ Annual debt service of \$300K would:

- ▶ Fund \$4.9M of building projects
- ▶ Maintain higher reserves (\$1.6M in FYE 2024)
- ▶ Result in annual budget surpluses that are \$95,000 lower than the \$205K scenario



■ Emergency Operating Reserve ■ Rolling Stock Reserve ■ Building Reserve ■ Bond Proceeds ■ Building Projects



Conclusion

- ▶ Issuing debt is a tradeoff between annual budget surpluses and reserves
- ▶ Maintain sufficient reserves to cover:
 - ▶ Emergency Operating Reserve (El Cerrito Contract and Reconciliation Reserve)
 - ▶ Rolling stock reserves
 - ▶ Additional reserves

Categories of District Reserves





KENSINGTON FIRE PROTECTION DISTRICT

DATE: November 10, 2021

TO: Board of Directors
Kensington Fire Protection District

RE: **Agenda Item 7b**
Public Safety Building Renovation - Progress Update

SUBMITTED BY: Bill Hansell, General Manager

Recommended Action

Accept Report. Discuss and Direct Staff as needed.

Update

Since the last report, design and engineering documentation work on the Public Safety Building renovation project proceeded into the Design Development phase. This includes further refinement of the Schematic Design set of drawings published last month. I met with the consultants on multiple occasions to answer questions on the scope of work. A planning submittal package was completed in order to initiate the request to enclose the second-floor deck. The submittal will be made to the County this week and then will be reviewed for completeness by the assigned planner, who will confirm the rest of the process. As I mentioned last month, the street façade of the building intrudes on the required 20' setback, so the new second-floor enclosed space requires a variance. The proposed work, though, will not change the existing footprint, nor exacerbate the current setback's non-conformity.

I anticipate that an updated set of drawings will be published for the December meeting. The cost estimate will be reviewed at that time to accommodate any revisions.

Concurrently, work on the temporary facilities project is moving forward. The architect's agreement was finalized and I spoke with the executive director of the Unitarian church on the latest schedule. I explained that the District needs to complete some due-diligence with our architect, such as site utility analysis, layout options, topographic issues related to accessibility, planning entitlement, etc., prior to further discussion on leasing details. Fortunately, the church was able to provide CAD topo surveys of the site, which will help expedite our investigations and planning. As we clarify the scope and entitlement of this project, I will be able to refine/adjust the overall building schedule presented last month, especially since the demolition of the existing PSB cannot begin until the temporary facility work is complete.

Finally, over the past month, I have been asked a number of questions on the October report and the project in general. Attached is an update to the PSB Fact Sheet that was previously published on May 12, 2021, which includes answers to these recent questions.



KENSINGTON FIRE PROTECTION DISTRICT

DATE: November 10, 2021
TO: KFPD Board of Directors
RE: Kensington Public Safety Building Renovation: Questions and Answers **UPDATE**

The questions and answers below on the Kensington Public Safety Building (PSB) Renovation Project were compiled and accepted by the Board of Directors on May 12, 2021. Since that date, new information has become available and has been added in **RED** throughout the document.

1. Design and Code Requirements.....Page 3

- a. Is the Public Safety Building seismically unsafe? **UPDATE**
- b. How was the decision made to renovate the PSB and is it required legally? **UPDATE**
- c. Can we limit the work to a seismic upgrade only?
- d. Can we get a waiver on accessibility and other code requirements?
- e. Is adding another story or a horizontal addition an option? **UPDATE**
- f. Can we build a new building at another location? **UPDATE**

2. Impact of Code and Space Needs on the Building Occupancy.....Page 6

- a. What is the current space plan for the renovated PSB? Has it been approved?
UPDATE
- b. Is there a plan showing that both Police and Fire can occupy a renovated PSB?
UPDATE
- c. What requirements prevent Police and Fire from both occupying a renovated PSB?
- d. How much more space do both departments need than is available in a renovated PSB?
UPDATE
- e. Did the KFPD vote to evict the Police Department from the Public Safety Building?
UPDATE
- f. Do both Police and Fire need to be in the same building?
- g. Will there be absolutely no room available for the Police in a renovated PSB?
- h. Are the KFPD and KPPCSD cooperating on a solution?

3. Current Options and Potential Solutions.....Page 10

- a. Would the staff of both departments prefer separate spaces?
- b. Are there options for housing the Police?
- c. Can a typical commercial office rental be adapted for Police use?
- d. Can Kensington afford this? **UPDATE**
- e. Will separate locations cost taxpayers additional money?
- f. Will renting office space trigger the same accessibility code as the PSB renovation?
- g. How much money has been spent on the analysis and design options to date? **UPDATE**
- h. Would more joint meetings of the Police and Fire Boards help?
- i. Where can I access all of the background information on the PSB?
- j. What are the next steps? **UPDATE**

LIST OF IMPORTANT REFERENCE DOCUMENTS:

(NOTE: All underlined links connect to the full documents on the KFPD website.)

- [Reference Link A](#): “*Joint Status Report on PSB Renovation*”01/13/2021
- [Reference Link B](#): “*KPPCSD Preliminary Needs Assessment/Financial Analysis*”03/11/2021
- [Reference Link C](#): “*Joint Staff Report on Future Location of Depts & Offices*”03/25/2021
- [Reference Link D](#): “*KPPCSD Potential Impact of Future Renovation on KPD*”04/08/2021
- [Reference Link E](#): “*KFPD Goal of Recommendations on PSB Renovation*”04/14/2021
- [Reference Link F](#): “*KFPD Letter: Request for Facility Discussions To Start*”05/06/2021

Additional Posted Documents

- [Reference Link G](#): “*PSB Renovation Progress Update Including Cost Estimate*”10/13/2021
- [Reference Link H](#): “*PSB Schematic Design Drawings: Pricing Set*”09/27/2021
- [Reference Link I](#): “*Resolution 21-09 Confirming Urgency of PSB Seismic Repairs*” ...10/13/2021
- [Reference Link J](#): “*NHA Financial Advisors Facilities Funding Analysis*”11/10/2021

1. Design and Code Requirements:

1a. Is the existing Public Safety Building seismically unsafe?

In 1998, a renovation project partially addressed structural deficiencies of the original 1971 building but problems persisted and code requirements are updated every three years. Essential Services Buildings are required to have greater seismic resistance than other buildings because they house first responders and their equipment. The collapse or significant failure of the PSB in an earthquake would have a devastating effect on the entire community, not to mention loss of life, vehicles, and emergency equipment in the building itself. According to a structural analysis in 2016, *“When the building was originally designed there were no special design requirements for this type of building. However, later codes recognized that this type of facility must allow for continuous operation after an earthquake. Because the station is located in a very active seismic zone, the code requires that higher seismic forces be used in the design of the building. These higher seismic design forces for this location are approximately two times the seismic forces used in the design for the original building in 1969.”* The report added that, *“This building, because of its age and the newer code requirements, does have structural deficiencies and will not perform as well as a new building during an earthquake. 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.”*

Therefore, not addressing the PSB’s vulnerability to failure has significant financial, legal, and ethical liabilities.

11/10/2021: Further geotechnical analysis by the new engineering team has confirmed the seismic vulnerability of the structure and danger to its occupants. Evidence of the building’s movement due to the slow-motion geologic slide of the site is visible in various locations. The instability of the soil conditions exacerbates the building’s vulnerability to seismic damage. The Schematic Design engineering phase has determined that substantial portions of the building must be removed and replaced in order to stabilize the structure. Please see [Reference Link G: “PSB Renovation Progress Update Including Cost Estimate”](#) which includes a diagram on page 10 showing that half of the concrete slab must be replaced, along with half of the second floor framing, and half of the roof framing. New concrete piers and grade beams are necessary to tie the building down to bedrock and stop its movement.

Given the safety concern of the building, the Board of Directors passed a resolution on October 13, 2021 confirming that the seismic vulnerability and structural failure of the Kensington Public Safety Building requires urgent remediation. Please see [Reference Link I: “Resolution 21-09 Confirming Urgency of PSB Seismic Repairs”](#)

1b. How was the decision made to renovate the PSB and is it required legally?

In 1997, a Needs Assessment focused on deficiencies with: 1.) Inadequate parking, 2.) Restricted Street Access, 3.) Structural Deficiencies; 4.) Building Space Needs; and 5.) Building Systems. Renovation projects in 1999, 2005, 2010, and 2014 partially addressed some but not all of the deficiencies. In 2015, the KFPD Board set out to study the building issues, which led to the confirmation of seismic problems, operations concerns, and other code inadequacies. Shortly thereafter, design studies resulted in geotechnical evaluations that identified a probable fault within 50’ of the rear of the building. This increased the concern about the vulnerability of the building and its inhabitants and compelled a solution. If the building is left untouched, there

is no legal requirement demanding compliance, but that perpetuates the unsafe conditions and danger imposed by an unimproved, out-of-date structure. Further design discussions have defined the operational needs that demand more space than the 5,800sf of the current building.

11/10/2021: Given the scope of the required seismic remediation work and how much demolition is required, the project must comply with the 2019 CA Bldg Code per *Sect101.2 Scope: The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances.*

Meeting the 2019 CBC requirements means upgrading mechanical, electrical, and plumbing systems, as well as accessibility. Section 1.9.1.1 *Application* states that *Publicly funded buildings, structures, sidewalks, curbs and related facilities shall be accessible to and usable by persons with disabilities as follows: 1.9.1.1.1 All buildings, structures, sidewalks, curbs and related facilities constructed in the state by the use of state, county or municipal funds, or the funds of any political subdivision of the state. 1.9.1.1.3 All existing publicly funded buildings and facilities when alterations, structural repairs or additions are made to such buildings or facilities.*

It makes sense that other space needs listed in the 1997 assessment should be accommodated at this time given the scale of the project. Some elements, such as the elevator core and the new interior wall divisions will actually help the structural design by providing new interior shear walls and foundation ties. While the building footprint will remain the same, there is the small addition of firefighting staff office area provided by the enclosure of the second-floor deck. This will only slightly increase the useable area of the building from 5,800sf to 6,100sf and as the new schematic plans show, the fire department's program utilizes the space efficiently but without any room to spare. For example, it would be helpful to maintain the third engine bay for future use, but the need for a decontamination room and appropriate turnout and workshop space is a more immediate priority. In brief, the renovation finally addresses needs identified 25 years ago.

1c. Can we limit the work to a seismic upgrade only?

No. The extent of the required seismic work exceeds the maximum threshold that triggers compliance with the current 2019 California Building Code. Only addressing the seismic issues would not solve the operational needs, and since extensive demolition is involved with the structural work it is most efficient to fix the other problems now rather than putting back together a space plan that no longer works. Current code requires accessibility compliance, which also reduces the net usable area and compounds the existing shortage of space. Other non-building codes that deal with Fire Department operations and standards also must be addressed and the renovation presents the opportunity to fix those liabilities. Per the 2016 Structural Engineer's report, "...a replaced structure would not only perform better during an earthquake but address many of the operational issues of the existing station."

11/10/2021: Please see the answer to 1b above.

1d. Can we get a waiver on accessibility and other code requirements?

No. The accessibility issues were investigated by the District's architect in 2019 and confirmed to be required by the County Building Department. Additionally, while the California Building Code is adopted and enforced by the County, the underpinning of the accessibility requirements

is driven by compliance with the Americans with Disabilities Act (ADA) which is Federal law. If a local jurisdiction waives the code requirements, the building owner is still susceptible to being sued in a Federal court. There are numerous case examples of this. The liability of non-compliance can cost far more than the accommodations of the code.

11/10/2021: Please see the answer to 1b above.

1e. Is adding another story or a horizontal addition an option?

No. Since the PSB is within 50' of an apparent fault, the [Alquist-Priolo Earthquake Fault Zoning Act](#) prohibits the expansion of the existing building and any increase in the occupancy count.

11/10/2021: After discussions with the State Geologist and Contra Costa County Planning and Building officials, it has become clear that the prior assumption about the A-P Act's restrictions on the renovation were incorrect. The Act does not appear to limit the renovation project, except with regard to extending the building toward the east. That said, if the existing building were razed, Planning has said a new structure would trigger not only A-P Act investigations, e.g. trenching and mapping of local faults, but also a full Environmental Impact Report (EIR.) The latter is not required by a renovation since that scope of work is categorically exempt. In a new-building scenario, an EIR (including a Negative Declaration) would add years to the approval process and delay the urgent remediation work, with additional soft costs and construction price escalation. Even if those were acceptable variables, the building footprint is restricted by the front and side setbacks, two of which it already exceeds. The building height is also restricted, so adding a third floor, which would also require a second exit stairway, is not feasible. Excavating a new basement level would be exceedingly expensive for limited return given the type of below-grade space that provides.

1f. Can we build a new building at another location?

Constructing a new building can be less expensive than renovating an old one. Building new also avoids the expense of temporary facilities required during renovation. For the Fire Department needs that would save approximately \$900K-\$1M. Building new also provides the highest level of structural safety. Unfortunately, alternative PSB sites have been investigated and rejected as far back as 1997. A significant constraint for Fire services is that the facility must be centrally located to reduce emergency response time to all areas of Kensington. Potential sites toward the edges of the District do not provide that. Low response times save lives and reduce home insurance costs. Police services, on the other hand, are less affected by the location of the department. One potential site that would satisfy the requirements for the Fire Department is the steep hillside on Arlington Ave in the disused southwest corner of Kensington Park, owned by the KPPCSD. Interestingly, the very first site plan of the PSB in the District's files, dated 5/9/1967, show this as a possible location labeled "Scheme #1". Recently stated opposition to this site has forced the Board to focus on renovation of the existing building as the only viable alternative. As described above, though, the Alquist-Priolo Act limit on the building area means that additional space must be found elsewhere to satisfy the needs of both the Fire and Police Departments.

11/10/2021: As noted in 1e above, a new building would require a full EIR and would be subject to the A-P Act if located in a similar zone. For example, the Kensington Park land adjacent to the library is all within the A-P zone so trenching and mapping would be required to identify any faults prior to design work proceeding.

It should also be noted that the construction cost for a larger building will be proportionately greater than the proposed renovation total. In fact, there are some cost efficiencies that are being provided by maintaining some portion of the existing structure, as opposed to complete demolition and new construction. Other than the price per square foot factor of a project's size, the main determinant of building cost is timing, as construction costs are now escalating by 8% annually. Postponing or foregoing the renovation project in favor of a new building is likely to make the project financially infeasible. Please see [Reference Link J: "NHA Financial Advisors Facilities Funding Analysis"](#).

2. Impact of Code and Space Needs on the Building Occupancy

2a. What is the current space plan for the renovated PSB and has it been approved?

Space plans since 2016 have been schematic and preliminary. These drawings, which were developed in consultation with the General Managers and Chiefs, and then reviewed by Directors from both agencies, presented a variety of configurations alternatively for joint occupancy (Fire & Police) or single occupancy (Fire Department only) with the understanding that the Police Department has fewer operational restrictions on location and, therefore, more options for other locations. None of the joint plans provided space for all staff members of both agencies. None of these drawings has been finally accepted by the Fire Board, and most have been rejected. In 2020, design studies focused on joint occupancy did not generate a plan acceptable to both agencies (see [Reference Link A](#): "Joint Status Report on PSB Renovation", 01/13/2021). A subsequent joint meeting of both Boards on March 25, 2021, did not provide a consensus direction (see [Reference Link C](#): "Joint Staff Report on Future Location of Depts & Offices", 03/25/2021), but no action items could be slated for this meeting. At its April 14, 2021 meeting, the KFPD Board approved a motion to *"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. Further to direct the GM to continue discussions with the GM of the KPPCSD to determine what constructive arrangements can be made for external housing of the Police Dept. and possibly some additional Fire Dept. facilities."*

11/10/2021: The Schematic Design phase expands the prior work far beyond the former conceptual studies. The existing building's dimensions were measured and brought into CAD, and unlike the conceptual sketches the new Schematic Design set shows all of the required engineered and code space requirements. Given the code requirements and the existing location of the engine bays, as well as the feasible location for the elevator and stair, there is not very much discretionary layout space left. As noted in 1b, above, an engine bay has been sacrificed for decontamination and turn-out space. The District's record storage and computer server have been combined with the desk needs of the admin staff in a minimal amount of office area. As identified by the Fire Chief, the meeting room is needed for a Department Operations Center (DOC), fire staff training, while also allowing for CERT training and other community emergency preparedness activities. It is a minimal increase in size over the former meeting room, but is much more useful as it has controlled access from the public entry to the building. The new layout improves security

by isolating access control to the upper level of the building. Upstairs, the three bedrooms remain, as a desired fourth bedroom was not feasible, but separate office space has been added for the on-duty captain and a small shared workspace for the crew. Other than the required new bathrooms and the laundry, the only additional space is the exercise area which must be moved out of the electrical room where it currently is located but is not in compliance with the code. The Schematic Design plans show that the total space is required by the Fire Department's minimal needs. Please see [Reference Link H: "PSB Schematic Design Drawings: Pricing Set"](#)

2b. Is there a plan showing that both Police and Fire can occupy a renovated PSB?

In November 2019, the KFPD Board considered the architect's recommendation for a Fire Department-only plan because joint occupancy was presented as unfeasible. Subsequently, the KPPCSD with the consent of the KFPD asked the architect to make another attempt to accommodate both departments and to see if accessibility requirements could be avoided. Options considered over the course of 2020 did not result in any approved plans. Both General Managers and Chiefs attempted further alternatives in December and outlined the space deficiencies in their January joint report (see [Reference Link A.](#)) The building code requirements triggered by the work were confirmed as unavoidable, and other Fire and Police operations standards were not met by the joint-occupancy plans. None of the plans included space for the administrative staff of either the KFPD or the KPPCSD. For reference, in August and September of 2019, the KFPD Interim General Manager proposed external rental options of up to 1,200sf for administrative offices, a copier workspace, and a conference room. This space need is in addition to other deficiencies described in the Fire Chief's January 2021 report. The March 2021 KPPCSD report listed "Insufficient space in PSB to co-locate administrative support staff with KPD" as a deficiency (see [Reference Link B:](#) "KPPCSD Preliminary Needs Assessment & Financial Analysis".) As a general practice, noted by our Chiefs, separating staff and management is operationally inefficient and both General Managers have noted this problem with all the joint-occupancy space plans.

11/10/2021: As noted in 2a, above, there is no remaining space outside of the Fire Department's program and the Schematic Design layout is extremely efficient. Even if further concessions were made to any particular room or area, it would not come close to accommodating the space needs identified by the Police Department in their staff's published documents. The KPPCSD March 11, 2021 *Needs Assessment* stated that the Police Department optimally requires 3,668sf or at least 2,800sf at minimum (See p.20 of [Reference Link B: "KPPCSD Preliminary Needs Assessment/Financial Analysis"](#).) More recently, the police have stated that if they relocated to 303 Arlington Ave. they would need the entire space, which is nearly half the size of the PSB. There is no scenario where the two departments can both occupy the PSB that meets any of the current requirements of each agency, let alone provides for future contingencies.

2c. What requirements prevent Police and Fire from both occupying a renovated PSB?

Numerous contemporary requirements of both Departments have increased the needed square footage beyond what the renovated building can provide. In the architect's public presentation of June 6, 2017, a comparison chart showed the existing versus optimal space requirements of each department. The existing Fire Department area is 3,202sf while the optimal area is 5,955sf (essentially, the size of the entire existing building!). The existing Police Department area is 1,269sf whereas the optimal area is 2,488sf. In total, the existing area is 5,948sf whereas the optimal area is 9,933sf. Even with a reasonable reduction to the optimal total, combined with the

new building code demands, there is not enough space. More detailed requirements outlined by the Chiefs are described in [Reference Link A](#) and [Reference Link C](#). The specific space requirements of the Police Department are detailed in the presentations at two KPPCSD board meetings, re: [Reference Link B](#) and [Reference Link D](#): “KPPCSD Potential Impact of Future Renovation on KPD”. Accommodating both departments in the renovated PSB would require substantial additional space but that is not possible on this site due to the Alquist-Priolo Act restrictions.

11/10/2021: Please see the answer to 2b, above.

2d. How much more space do both departments need than is available in a renovated PSB?

Based on the information referenced in 2c, above, the “optimal” total additional space needed is approximately 4,000sf. Depending on efficiencies, a minimum of 2,000sf may be sufficient. This additional space would need to be supplied by an external commercial rental or within another renovated or new building. Note that in addition to the challenges of finding a new building site described in item 1f, above, the planning approval process for a new location can add many months (or years) to potential occupancy, if approved at all.

11/10/2021: In addition to the answers provided in 2b, above, it should be noted that a new building option to hold both departments would require at least 8,000-10,000sf. Given the added design, EIR, and planning time plus price escalation, this would result in project construction costs of \$14M-\$18M, plus soft costs that would add another +20%. That project amount would require substantial bond financing beyond the means of the District. In fact, it would be much more expensive and less efficient than renovating the PSB for the Fire Department, and accommodating the Police Department in a separate location.

2e. Did the KFPD vote to evict the Police Department from the Public Safety Building?

No. As described in 2a, above, the Board directed the General Manager to work with the KPPCSD GM to find a constructive arrangement for housing the Police Department, re: [Reference Link E](#). In the same meeting, they moved to “*Appoint the General Manager to be Lead Negotiator for lease discussions/negotiations so that subsequent proposals may be brought to the Board and scheduled appropriately for review and modification/approval.*” The KFPD General Manager has followed up with a request to collaborate on suitable options and noted the possibility of financial assistance depending upon the nature of the specific proposals. The GM’s request stated, “*It is clear that no matter what the final configuration of the facilities are, there will be a period of construction during which both agencies will have to move out. My current assumption is that will be around the first quarter of 2022. If approved by our board, construction will probably last the better part of 12 months depending on the final design scope. While there is limited time to investigate, discuss, and negotiate alternatives, it will surely fly by. Planning, permitting, and construction of the interim space itself will have to conclude prior to the move. Therefore, time is of the essence.*” (re: [Reference Link F](#)) The GM also noted that construction costs are rapidly escalating and the rental market will most likely follow suit, especially given the small number of options in Kensington. The KFPD Board has accepted the space needs documented by the Chiefs and GMs. It is not practical or possible to accommodate both Departments legally in a building that not only cannot be expanded, but whose footprint will be smaller after the seismic renovations and required code upgrades. As described in item 1f, above, the Fire Department does not have another location option given response times for emergencies.

11/10/2021: As Lead Negotiator with regards to the Police Department lease, the KFPD General Manager has reached out on a monthly basis to see what assistance the Fire Department can provide. Details of the PSB renovation schedule and process are shared regularly with the KPPCSD staff, in order to keep them up to date. While proceeding with due haste on the renovation plans, the Fire Department is waiting for the KPPCSD to make determinations on what options it will pursue.

2f. Do both Police and Fire need to be in the same building?

"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." (re: [Reference Link B](#)) That's less than 1%. Joint use facilities are problematic because the Police Dept is an office space while the Fire Dept is both a workplace and a residence (thus, the term "Firehouse"). Office use and residential use have different patterns and requirements for working and living. For emergency services in the midst of a crisis, it is better to have two locations rather than one overcrowded, vulnerable building. Separate facilities would provide enough space for an "Emergency Operations Center," which joint-occupancy would not provide. "The current co-location hinders comprehensive preparedness for the next pandemic and/or public health emergency" and the advantage of separate facilities is "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." (re: [Reference Link B](#))

2g. Will there be absolutely no room available for the Police in a renovated PSB?

During the December 2020 review of joint-occupancy, the GMs and Chiefs discussed whether some minimal presence by the Police Department would be helpful. The Police Chief stated that would not make sense because it is better that all the staff be together. *"Both Chief Pignoni and Chief Schuld prepared written comments reflecting the difficulties in developing a conceptual design that meets the facility requirements of both departments."* (re: [Reference Link B](#)) Both administrations agreed that separate facilities make more sense given the existing building constraints.

11/10/2021: Please see the answer to 2b, above.

2h. Are the KFPD and KPPCSD cooperating on a solution?

The GMs and Chiefs have been working collaboratively and expressed agreement in the January and March reports in their recommendation that additional square footage is needed. The KFPD motion on April 11, 2021 to move forward with planning of the Fire Department occupancy while concurrently offering assistance to the Police Department to find additional space over the interim design/engineering/permitting period during the next 12 months is awaiting engagement by the KPPCSD Board. (re: [Reference Link F](#))

11/10/2021: Please see the answer to 2e, above.

3. Current Options and Potential Solutions

3a. Would the staff of both departments prefer separate spaces?

Yes, for all the reasons stated above and in the interest of providing the highest level of service.

3b. Are there options for housing the Police?

In the interest of presenting options to the both Boards, the General Managers and Chiefs have listed possible options. KFPD Board Directors and the General Manager have expressed possible financial assistance to the KPPCSD should that be a primary obstacle in finding a solution, but nothing specific has yet been proposed or voted on. (re: [Reference Link F](#)) One specific option is commercial rental space at 303 Arlington Ave, next to Ace Hardware, which would provide up to 2,656 sq ft. ([Reference Link B](#)) Both administrations toured the spaces and agree it would be suitable for their needs. Seismic inspection before any negotiation would be mandatory. A long-term lease with a rent increase cap has been discussed with the owner and the cost appears to be below market-rate. Seven dedicated parking lot spaces would be included, which is very hard to find anywhere else. The space is move-in ready but minor renovations such as security requirements or additional partitions could easily be implemented through an over-the-counter tenant improvement (interior) permit. There may be other options but this one is available now and may not be later. Consideration of this or other options is for the KPPCSD to decide. No matter what the final configuration of the renovated PSB, both the Fire and Police Departments will have to move out for +/- 12 months, so the 303 Arlington Ave rental may be the best choice during construction even if it is not a long-term solution.

3c. Can a typical commercial office rental be adapted for Police use?

Yes. The ability to use a space depends on its "*Occupancy Classification*" as defined by the 2019 CA Building Code. Occupancy falls into several categories (re: <https://up.codes/viewer/california/ibc-2018/chapter/3/occupancy-classification-and-use#3>). The Police Department's use falls under Group B (Business) which is simply generic office space. The Police Chief confirmed that the Department does not have a "jail" nor any other special holding facilities, so the more restrictive uses such as Group I (Institutional) or H (Hazardous) do not apply. There is nothing different than what you would find in any other office space, with the possible exception of a higher quality security door for the DOJ server closet and the evidence room. The 303 Arlington Ave rental space, for example, is perfectly suited for police occupancy. The current Police offices in the existing PSB are no different in character than what is available in the office rental market.

3d. Can Kensington afford this?

Increasing regulations, safety liabilities, and changing operational needs trigger increased space demands. Although Kensington's boundaries are not expanding, the Fire Service and Police Service requirements are. For example, today's wildfire protection requires different equipment and facilities than past fire departments needed. Police standards continue to evolve as well. At present the "square foot per person" total for employees in the PSB is substantially below normal, let alone below best practices (re: [Reference Link B](#) and [Reference Link C](#)). Adequate quarters are needed to maintain quality personnel and services. Financially, the KFPD has built reserve funds for years specifically targeted for apparatus and building improvements. The PSB renovation will be funded with these reserves. With regards to the KPPCSD, the Police Department pays \$3,050 per month plus utilities to support its share of the building. In an April 1, 2021 letter to the KPPCSD, the lease rate history was reviewed and, in accordance with past

agreements, a lease to remain in an improved building would range from \$8,026/mo to \$9,617/mo. (Equivalent to \$4.93/sf to \$5.91/sf.) The amount would reflect the KPPCSD's share of the estimated construction cost. Comparatively, the 303 Arlington Ave rental space would cost \$5,300/mo or \$2.49/sf. Online research and prior comps for rental space range from \$2.75/sf to \$3.75/sf. The potential below market rate for 303 Arlington Ave would be 70% higher than the existing PSB lease but would provide 220% more space. As noted above, the KFPD has extended an offer to find ways to assist financially. For example, a lease space might be shared in order to facilitate partial funding by the KFPD (re: [Reference Link F.](#))

11/10/2021: Financing options for the PSB renovation project will be discussed at the KFPD BOD meeting on November 10, 2021. Please see the meeting page for a link to the recording of the presentation by the financial advisors. Also, please see [Reference Link J: "NHA Financial Advisors Facilities Funding Analysis"](#).

3e. Will separate locations cost taxpayers additional money?

Based on preliminary analyses and KFPD's prudent reserve funds, the Fire Department's administration sees no need for a bond measure nor increased special taxes. Lease options such as 303 Arlington Ave provide a possible solution that would not substantially alter budget planning. Building costs are long-term expenses, typically amortized over an expected 50-year life-cycle, although they often are used for much longer, as the current PSB shows. It is for the KPPCSD Board to determine the Police Department's options and associated budget impact. Continuing to postpone action, though, will result in inflated costs later and even more money, if not lives, should the existing building suffer damage from a quake in the interim.

11/10/2021: Please see the answer to 3d, above.

3f. Will renting office space trigger the same accessibility code as the PSB renovation?

No. The accessibility requirements for the PSB project will be triggered by the extensive scope of the seismic work, which is one of the drivers of the project along with increased space needs. The cost of the seismic work alone far exceeds the maximum "Valuation Threshold", under which a building only needs limited upgrades. The Valuation Threshold increases every year and it is currently \$172,418. For a simple tenant improvement project with just interior alterations and no building expansion, such as what 303 Arlington Ave would involve, there are no building accessibility triggers. The only requirement would be for an additional 20% to be spent on any accessibility upgrades that are most easily achievable. Given the near move-in ready state of that rental space, it does not appear that the TI work would exceed the Threshold. If more extensive renovations were desired, that might not be the case, but it should be noted that the total 2,656sf consists of three separate rental suites, so it is likely that three separate TI permits could be obtained, each with its own Valuation Threshold, for a total limit of \$517,214 which appears to far exceed what is minimally needed for occupancy.

3g. How much money has been spent on the analysis and design options to date?

Since the beginning of 2016, KFPD alone has spent approximately \$325,000 on design and engineering consultants, plus staff time, in an effort to thoroughly review the options. Management does not believe additional expenditure nor time will result in different recommendations to proceed than have been approved by the Board of Directors.

11/10/2021: After RFP's were issued for architecture and engineering services for the renovation project and the temporary facilities project, the FY2021-2022 Budget was

approved to include \$484,252 in soft costs for the renovation and \$130,000 in soft costs for the temporary facility.

3h. Would more joint meetings of the Police and Fire Boards help?

The joint board meeting on March 25, 2021 presented a unified analysis by both management teams that indicated that more space is needed and joint-occupancy plans do not work. Whereas the meeting was helpful to share analysis and opinions simultaneously between the Boards and to the public, rather than in separate meetings, there was no agreed-upon direction to staff at the end of the meeting, because the agenda for the meeting explicitly excluded action items by either Board; it was for information and discussion. In fact, a request to look again at joint-occupancy by some KPPCSD directors was not approved by the KFPD Board. The subsequent action by the KFPD Board on April 14, 2021, as described in item 2e above, confirmed that the KFPD would like to move forward in finding additional space for the KPD, based on all the relevant data. Given that progress now needs to be made on a weekly, not monthly, basis, and that lease or other financial negotiations require a lot of back-and-forth consultations with legal counsel, it is best for subsequent work to be between the two administrations. Of course, any proposals that need to be approved will be vetted publicly in board meetings. There may be occasions for additional joint board meetings where simultaneous presentations and discussions are the best method to proceed. Separate actions by each board will still be required, though, on final motions because each board has its own purview, responsibilities, and budget to attend to.

3i. Where can I access all of the background information on the PSB?

It is posted on the KFPD's website here: <https://www.kensingtonfire.org/public-safety-building>

3j. What are the next steps?

The KFPD staff is proceeding with RFPs for design and engineering services based on the Board's approval and the fact that the "core-and-shell" of the building, i.e. the exterior wall and load-bearing components of the building, can proceed with design no matter what the final arrangement of the interior spaces. That process will take at least six months and be followed by permit review and public bidding for a total "pre-construction" period of at least 12 months. During that time, the General Manager will pursue other economical lease options for both interim space and additional rental locations to solve the larger space needs. The latter depends on the awaited engagement by the KPPCSD Board and what they eventually decide works best for Police services. As described above, it may be beneficial for the Fire Department to have other short-term or long-term external lease space that simultaneously benefits the Police Department. Those options will depend upon the specific approvals for the Boards to consider and, most likely, supplemental long-term financial analysis. Updates on PSB Renovation Project progress will be a regular item in the coming months in order to keep the public informed.

11/10/2021: The GM's update at the BOD meeting of October 13, 2021, included a revised schedule and details on next steps. For those details, please see [Reference Link G: "PSB Renovation Progress Update Including Cost Estimate"](#).



RESOLUTION 21-10

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 NOVEMBER 13, 2021 THRU DECEMBER 13, 2021 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 a Resolution, Number 21-08 on October 13, 2021, 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

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 immediately upon its adoption and shall be effective until the earlier of (i) December 13, 2021, 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 special meeting of the Kensington Fire Protection District on the 10th day of November 2021 by the following vote of the Board.

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry Nagel, President

Janice Kosel, Secretary

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 Hansell

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

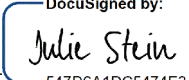
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE

KENSINGTON FIRE PROTECTION DISTRICT

DocuSigned by:

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William Hansell

DocuSigned by:

547D6A1DC5474E3...
By: Julie Stein, President

3624485.3



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: November 2, 2021

TO: Bill Hansell: General Manager

FROM: Michael Pigoni: Fire Chief

RE: **Fire Chief's Report for the November 2021 Fire District Board Meeting**

October Incident Run Reports

There were 43 incidents in Kensington for the month of October which was an increase of 8 calls over the previous month. Total incidents for Station 65 in August were 67 calls which was an increase of 4 calls over the previous month. Overall, the El Cerrito / Kensington Fire Department responded to 349 calls for service during the month.

Storm Effects

During the month of October, there was an increase of service calls and hazardous conditions related to the two storms, one of which was the "atmospheric river" that brought, depending on the weather source, over 5" of much needed rain. The Fire Department responded to several downed wires, pole fires and flooded yards. On October 24th, the Fire Department responded to the corner of Amherst and Arlington for flooding conditions and found a stream of water running down Amherst, through the hardware store parking lot and flooding the business. The problem was a combination of excessive rain, plugged drains and drainages overflowing. Crews used bags of potting soil that were stored in the parking lot to create a diversion to the water and worked at clearing a couple of the drains around the store.

Plan Check Costs

New construction in Kensington has been very limited for several years and the cost for plan and sprinkler checks has been minimal and paid for by the Fire District. However, over the past year the push to build new or convert garages and basements into ADU's is increasing mainly due to recent changes in the regulations at the State level. Over the past few months, the requests or plan checks has increased dramatically. The Fire District may wish to discuss the possibility of adopting a fee schedule and charging for the services, especially plans for fire sprinklers.

Evacuation Drills

During the last couple of Emergency Preparedness Committee meetings, the discussion of holding an evacuation drill has been held. The County OES has participated in these meetings and discussed the possibilities of conducting on in Kensington. At this point with the Holidays approaching, school winter recess and personnel taking vacations, I would suggest that we plan for a drill in the first quarter of 2022. Before the drill, the Board or the EPC would need to discuss the criteria that they would like to see in the drill, such as how many people, time or the week or day, where to go for check in, etc. This would also need to be coordinated with PD as they would be handling the traffic component of the evacuation. Please see the attached separate report for more information on this item.

Accepting Donations for the U.S. Marines **Toys for Tots** Program



The El Cerrito-Kensington Fire Department is working with the U.S. Marines Toys for Tots program to spread the word about the need for monetary donations and donating toys to support families in need. To make an on-line donation, please visit: <https://t.co/QJbf5g2jey>. If you wish to drop off toys for the campaign, they may be dropped off at both El Cerrito Fire Stations and the Kensington Fire Station beginning on November 1. Toy barrels will also be located at the El Cerrito Community

Center, City Hall, and the Police Department. The last drop-off day is December 18. All toys must be new and unwrapped. No toy weapons or stuffed animals are accepted. Donate early so that the Marines have time to sort, shop and deliver. For more information, please contact Fire Captain Damien Carrion at (510) 215-4450.

COVID-19 Mandates

The County Health Department has loosened the mask requirements among vaccinated personnel. The Fire Department continues to enforce masks inside the fire station and apparatus if anyone is not vaccinated and for all visitors to the Station. Those unvaccinated are still being tested in house at the start of their shifts. The Delta variant surge continues to decline in the County as are the number in the hospitals and ICU beds. County records show that since March of last year, 98 residents in the community have tested positive with no deaths. Crews however will continue to wear full PPE on all medical calls in addition to the mandates in the stations.

Battalion Chief Interviews

The Fire Department completed interviews in October for candidates applying for the two vacant Battalion Chief positions. The business management consultant firm Peckham & McKenney reported that there were 26 applicants of which 7 at this time were offered interviews. We are planning on making an offer for the Battalion Chief/Fire Marshal position within the week.

Out of County Deployment

With the recent rains and snow throughout the State, the fire threat has greatly diminished and in fact many Counties and agencies have declared an end of Fire Season. There have been no new major fires since early October, however, there are crews still monitoring many of the fire locations, it is more for possible debris flow or slides. While the Fire Department has no one deployed, so far this year personnel have responded 20 times to 9 different fires and have logged over 8,100 hours throughout California.

Fire Season

The 2021 Fire Season started off early this year and was on track to break last year's records. At this time there have been over 8,200 incidents this year and approximately 2,500,000 acres have burned. Thankfully the early rains have slowed this down. There were also over 3,600 structures that were damaged or destroyed and only 3 fatalities due to the fires reported.

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



EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue • El Cerrito • CA • 94530

(510) 215-4450 • FAX (510) 232-4917

www.el-cerrito.org

Agenda Item 8a



DATE: November 2, 2021

TO: Bill Hansell: General Manager

FROM: Michael Pigoni: Fire Chief

RE: **Red Flag Parking & Evacuation Drill Discussion**

To kick start the discussion on “**Red Flag Parking and Evacuation Drills**” I am recommending that the Board and/or the Emergency Preparedness Committee place this topic on their agenda for a focused discussion and decision. The following is a recommended topic for this discussion. The first part on Red Flag parking is to provide feedback to the County on the actual wishes of the District (FIRE and PD)

Red Flag Parking

1. The first point of discussion is whether to endorse no parking on the streets on Red Flag Days.
 - Throughout the Community?
 - Just the main evacuation routes?
2. If the decision is to endorse the no parking, then discuss where the residents would park their cars if off road is not available at their location.
 - Side streets?
 - Out of the area?
 - Percentage of residents that do not have off street parking for one vehicle in their garage or driveway?
 - Would this leave a car for the residents to evacuate later if so needed.
3. Determine the main initial evacuation streets. (Baby steps) These have been discussed in the past but recent conversations with Gioia’s office indicates that the County is not sure of the final plan.
 - Beloit/Cambridge/Yale/Princeton/Amherst to the Arlington?
 - Purdue/Kenyon/Wellesley or Westminster to the Arlington?
 - Sunset/Franciscan or cemetery bypass?
 - Coventry/Berkeley Park?
4. Discuss the needs or benefit of Red Flag/No Parking signs.
 - Consider the visual blight/pollution
 - Public education versus signs
 - Is social media, printed and televised media adequate?
 - Would signs make a difference

Evacuation Drill

1. Discuss approximate time frame for the drill.
 - Suggest 1st quarter of 2022
 - Weekday/Saturday/Sunday
 - Morning versus afternoon

2. Evacuation Area

- One/two zones?
- Entire Community?
- Volunteer evacuees?

3. Destination

- Drive through check in point?
- Virtual or email check in?
- What other data would be desired?

These are just some of the topics that need to be discussed and feedback provided to ensure that the drill be successful.



KENSINGTON FIRE PROTECTION DISTRICT

Agenda Item 9

DATE: November 10, 2021
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

- 10/15/2021 El Cerrito / Kensington CERT Emergency Supply Pick-Up
- 11/06/2021 Kensington Improvement Club Townhall

2. District Communications/ Publications

- 10/07/2021 Fire Weather Watch
- 10/09/2021 Fire Weather Watch Revised
- 10/10/2021 Red Flag Warning
- 10/10/2021 Red Flag Warning Statement on Kensingtonfire.org
- 10/10/2021 CWS Mobile Device Emergency Bypass Poll
- 10/15/2021 Wildfire Preparedness Workbook Digital Version Announcement
- 10/15/2021 Reminder Emergency Supply Sale Order Pickup
- 10/20/2021 QR Code – PSA
- 10/21/2021 KQED 30 Years Anniversary Program Tunnel Fire
- 10/24/2021 Downed Lines Call 9-1-1
- 11/2/2021 Lin Due Outlook Article for 12/21 Edition

3. Initiatives/ Deliverables

- Shred Event Mobile Service Contracted
- Subscriptions to KFPD emails entered to website from requests
- Nexis Emergency Kit renewal for expired products re-order
- Produced Kensington Station 65 Graphic T-shirts
- Developed information campaign re: Public Service Building progress
- Developed template Red Flag Warning statement with expanded details per recommendation of Emergency Preparedness Committee.
- Added The NY Times article re: Communities with High Fire Risk to the KFPD Website.
- Reformat the KFPD Website "Prepare" section to include:
 - What to consider when evacuating your home
 - 2021 Wildfire Preparedness Workbook Digital Edition
 - FEMA Emergency Resource During a Disaster
 - Enabling Mobile Phone Emergency Bypass Feature
 - National Weather Service Radio Information
- Mailed KFPD Wildfire Preparedness Workbook via Mailstream

- Retrieved surplus workbooks to be used for public events
- Designed a survey flyer for El Cerrito CERT survey for Emergency Supply Pickup
- Added Home Hardening Section to KFPD Website in "Prepare" section.
- Uploaded home hardening resources compiled from Oakland Fire Safe Council.
- Created revised EC/K CERT logo for presentations
- Booked Taco Truck Vendor for 11/13 Shred Med Event

4. Meetings

- 10/11/2021 KARO/ECHO October Meeting
- 10/13/2021 Presentation with Berkeley OES (w/ Chris Hilliard)

5. Introductions / Correspondences

- Community member volunteers from El Cerrito CERT
- Community members involved with KARO/ECHO
- Paul Di Lella Dept Of Justice re: Meds Collection
- Linda Lipscomb KIC
- Gustavo Agredano Listos Program

6. Miscellaneous

Registered for LISTOS Training

**KENSINGTON FIRE PROTECTION DISTRICT**

DATE: November 10, 2021

TO: Board of Directors
Kensington Fire Protection District

RE: **Agenda Item 10**
General Manager's Report

SUBMITTED BY: Bill Hansell, General Manager

Coordination with the PSB renovation and temporary facility project consultants, the Emergency Preparedness Coordinator, the Grant Writer, and the Municipal Advisors continues to augment my typical monthly tasks. Although the end of the year is quickly approaching, I hope to conduct interviews for part-time Accountant/Bookkeeper assistance, as well as for the Board Clerk/Exec Assistant position, as soon as possible.

This month's new business items include reports that reflect the focus of my attention, but additional work is described below:

1. **FY2020-2021 Audit** – MUN CPAS paused their fieldwork while Maze spent time on the EOY reconciliation issues previously discussed in my report last month. Maze forwarded new figures to MUN this past week, so the fieldwork will now proceed. I am working on the required procedural statements and confirmation letters.
2. **Actuary Report** – Attached is the draft GASB 75 report for YE2021 completed by Nicolay Consulting Group. As noted last month, the draft predicts a reserve fund balance of 140% of estimated costs. No questions were submitted to the consultants so I am waiting for the final approved copy.
3. **Coordination with KPPCSD** – I was introduced to the new Finance Director and discussed our experience to date with the consulting accountants. Our admin working lunch was postponed due to more pressing police and fire staff work required by the early storm. I hope to reschedule that soon.
4. **East Bay Wildfire Prevention and Vegetation Management JPA** – The first meeting to discuss the formation was postponed but is now scheduled for December 3rd.
5. **Grant Writer Activity** – The grant writer's monthly report is attached.

Grant Writer Report:

From: **Sudi Shoja**

Date: Thu, Nov 4, 2021

Subject: Re: Board Report

We check for available grants on a weekly basis and we check the specific fire related websites every other week:

CAL FIRE Grants Program

- **Forest Health:** Closed
- **Urban and Community Forestry:** Closed
- **Fire Prevention:** Closed
- **CA Forest Improvement Program:** Closed
- **Rural Fire Capacity:** Closed
- **Wildfire Resilience:** The purpose of the block grant is to allow prospective grantees the ability to provide a program of financial and technical forestry assistance to nonindustrial forest landowners, where the grantee serves as the supervising entity, receives the grant from CAL FIRE and then provides outreach and/or technical/financial assistance to landowners so they can conduct forest restoration or management activities on their property. In 2020, CAL FIRE awarded \$2.2M to two grantees in an initial pilot program.

CAL FIRE is expanding this program in early 2022 and expects to solicit new Request for Proposals in the first quarter of 2022. Please continue to check for updates.

Department of Conservation

- **Regional Forest and Fire Capacity Program:** guidelines have been developed, however there are no grant announcements. We have sent a question to request timing for allocation of State budget surplus and potential timing of a grant.

CalOES

- No new announcements

DRAFT

**Kensington Fire Protection District
OPEB Plan**

**Governmental Accounting Standards Board
(GASB) Statement 75
Actuarial Valuation Date: June 30, 2019
Measurement Date: June 30, 2020
Fiscal Year End: June 30, 2021**

October 07, 2021



October 07, 2021

OPEB CONSULTANTS AND ACTUARIES
530 BUSH STREET, SUITE 500
SAN FRANCISCO, CALIFORNIA 94108-3633
TEL: 415-512-5300
FAX: 415-512-5314

Ms. Brenda Navellier
Administrator
Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707

Re: Kensington Fire Protection District GASB 75 Report for FYE June 30, 2021

Dear Ms. Navellier,

Kensington Fire Protection District (the "District") has retained Nicolay Consulting Group to complete this valuation of the District's postemployment medical program (the "Plan") as of June 30, 2020 measurement date compliant under Governmental Accounting Standards Board (GASB) Statement 75.

The purpose of this valuation is to determine the value of the expected postretirement benefits for current and future retirees and the Net OPEB Liability and OPEB Benefit Cost for the fiscal year ending June 30, 2021. The amounts reported herein are not necessarily appropriate for use for a different fiscal year without adjustment.

Based on the foregoing, the cost results and actuarial exhibits presented in this report were determined on a consistent and objective basis in accordance with applicable Actuarial Standards of Practice and generally accepted actuarial procedures. We believe they fully and fairly disclose the actuarial position of the Plan based on the plan provisions, employee and plan cost data submitted.

The actuarial calculations were completed under the supervision of Earlene Young, MAAA, FCA, Enrolled Actuary. She is a member of the American Academy of Actuaries whom meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in the actuarial valuation is complete and accurate. In our opinion, assumptions as approved by the plan sponsor are reasonably related to the experience of and expectations for the Plan.

We would be pleased to answer any questions on the material contained in this report or to provide explanation or further detail as may be appropriate.

Respectfully submitted,

NICOLAY CONSULTING GROUP

Earlene L Young, EA, FCA, MAAA
Senior Actuary

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Section I Management Summary

A) Highlights

Summary of Key Valuation Results

	2020	2019
Disclosure elements as of measurement period ending June 30:		
<u>Present Value of Future Benefits:</u>		
Active	\$0	\$0
Retiree	1,005,564	1,072,175
Total	\$1,005,564	\$1,072,175
<u>Actuarial Accrued Liability or Total OPEB Liability (TOL)</u>		
Active	\$0	\$0
Retiree	1,005,564	1,072,175
Total	\$1,005,564	\$1,072,175
Plan Fiduciary Net Position (i.e. Fair Value of Assets)	1,425,669	1,459,931
Net OPEB Liability (NOL)	(\$420,105)	(\$387,756)
Plan Fiduciary Net Position as a percentage of the TOL	142%	136%
Aggregate OPEB Expense (Exhibit 4)	(\$48,607)	(\$189,077)
Covered Payroll	\$0	N/A
Schedule of contributions for measurement period ending June 30:		
Actuarially determined contributions (Exhibit 7)	\$0	\$0
Actual contributions ⁽¹⁾	0	0
Contribution deficiency/(excess)	\$0	\$0
Employer's Share of Benefit Payments	\$112,644	\$105,006
Demographic data for measurement period ending June 30⁽²⁾:		
Number of active members	0	0
Number of retired members and beneficiaries	9	9
Inactive Participants with deferred benefits	0	0
Total Participants	9	9
Key assumptions as of the Measurement Date:		
Discount rate	6.73%	6.73%
<u>Initial Trend Rate</u>		
Pre-65	7.00%	7.00%
Post-65	5.00%	5.00%
Ultimate Rate	5.00%	5.00%
Year Ultimate Rate is Reached	2029	2029

(1) Includes payments to trust and amounts paid directly by the plan sponsor

(2) Census data as of June 30, 2019 is used in the measurement of the TOL as of June 30, 2020. See Section III for additional details on the demographic data.

Section I Management Summary

B) Gap Analysis

The Total OPEB Liability has decreased \$66,611 from \$1,072,175 as of June 30, 2019 to \$1,005,564 as of June 30, 2020. This decrease is primarily due to expected benefits earned and interest on the total OPEB liability, offset by the expected benefit payments during the year.

Interim Valuation

This report presents liabilities as of the measurement date that are based on an interim valuation.

GASB 75 allows plan sponsors to perform valuations biennially, meaning the results for a valuation can be rolled forward to up to two GASB 75 measurement dates. The valuation date can precede a GASB 75 measurement date as long as the results would not be materially different had an updated census been collected as of the measurement date. Therefore, if the District has had a significant shift in participant demographics between the valuation date and a GASB 75 measurement date, an updated census must be collected and a full valuation performed.

When a full valuation is performed the inputs to the valuation (participant census, plan provisions, assets, and actuarial assumptions and methods) are reviewed and updated.

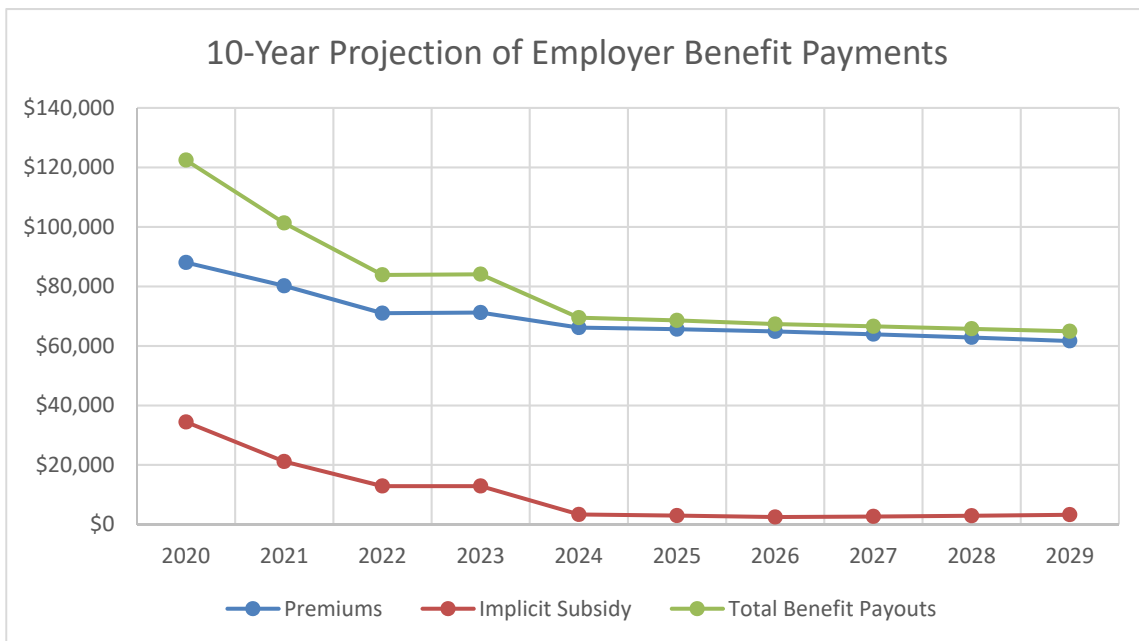
When an interim valuation is performed, both the census data and the assumptions and methods do not need to be updated. What does need to be updated in an interim valuation are assets, plan provision changes materially impacting the results, and the discount rate to the extent that it is based on a yield or index rate for a 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Section I Management Summary

C) 10-Year Projection of Employer's Benefit Payments

In this table we show the projected pay-as-you-go costs (employer's share of premiums), the implicit subsidy, and total expected benefit payments. The implicit subsidy reflects the shortfall of premiums versus the true cost of coverage. The shortfall exists because claims for active employees are combined with claims of retirees (who generally are older and cost more) to develop a single flat premium paid by both groups.

Plan Year Beginning 7/1	Employer's Share of Premiums	Implicit Subsidy	Total
2020	\$88,023	\$34,418	\$122,441
2021	\$80,179	\$21,124	\$101,303
2022	\$70,991	\$12,887	\$83,878
2023	\$71,217	\$12,876	\$84,093
2024	\$66,160	\$3,338	\$69,498
2025	\$65,609	\$2,955	\$68,564
2026	\$64,860	\$2,468	\$67,328
2027	\$63,933	\$2,655	\$66,588
2028	\$62,854	\$2,906	\$65,760
2029	\$61,650	\$3,260	\$64,910



Section I Management Summary

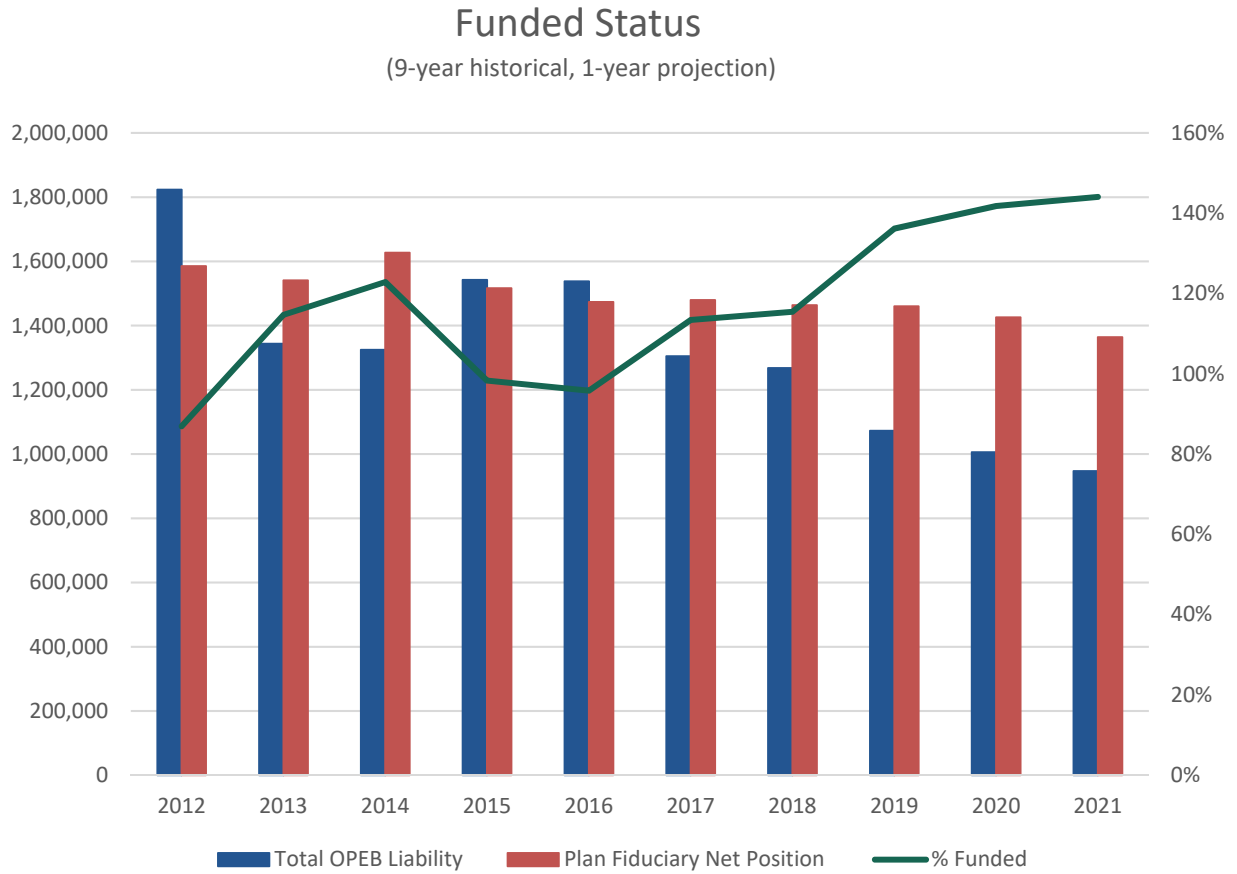
D) Breakdown of Explicit and Implicit Liabilities

	Explicit	Implicit	Total
Present Value of Future Benefits			
Actives	\$0	\$0	\$0
Retirees	<u>868,981</u>	<u>136,583</u>	<u>1,005,564</u>
Total	\$868,981	\$136,583	\$1,005,564
Actuarial Accrued Liability			
Actives	\$0	\$0	\$0
Retirees	<u>868,981</u>	<u>136,583</u>	<u>1,005,564</u>
Total	\$868,981	\$136,583	\$1,005,564
Normal Cost 2020/21	\$0	\$0	\$0

Section I Management Summary

E) Funding Progress

Below is an illustration of the funded status of the Plan for the past 9 years, and a projection of the next year looking forward:



Section II GASB 75 Exhibits

A) Schedule of Changes in Net OPEB Liability (Exhibit 1)

	2020	2019
<u>Total OPEB Liability</u>		
Service cost	\$0	\$0
Interest	68,428	81,835
Change of benefit terms	0	0
Differences between expected and actual experience	(22,395)	(167,556)
Changes of assumptions	0	(4,722)
Benefit payments	<u>(112,644)</u>	<u>(105,006)</u>
Net change in Total OPEB Liability	(\$66,611)	(\$195,449)
Total OPEB Liability – beginning (a)	\$1,072,175	\$1,267,624
Total OPEB Liability – ending (b)	\$1,005,564	\$1,072,175
<u>Plan Fiduciary Net Position</u>		
Contributions – employer	\$0	\$0
Contributions – employee	0	0
Net investment income	79,104	101,767
Benefit payments	(112,644)	(105,006)
Administrative expense	(722)	(313)
Other	<u>0</u>	<u>0</u>
Net change in Plan Fiduciary Net Position	(\$34,262)	(\$3,552)
Plan Fiduciary Net Position – beginning (c)	\$1,459,931	\$1,463,483
Plan Fiduciary Net Position – ending (d)	\$1,425,669	\$1,459,931
Net OPEB Liability - beginning (a) – (c)	(\$387,756)	(\$195,859)
Net OPEB Liability – ending (b) – (d)	(\$420,105)	(\$387,756)
Plan Fiduciary Net Position as a percentage of the TOL	142%	136%
Covered employee payroll	N/A	N/A
NOL as percentage of covered employee payroll	N/A	N/A

Section II GASB 75 Exhibits

B) Summary of Changes in Net OPEB Liability (Exhibit 2)

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
Measurement as of June 30, 2019:	\$1,072,175	\$1,459,931	(\$387,756)
Recognized Changes Resulting from:			
▪ Service cost	-	-	-
▪ Interest	68,428	-	68,428
▪ Diff. between expected and actual experience	(22,395)	-	(22,395)
▪ Changes of assumptions	-	-	-
▪ Net investment income	-	79,104	(79,104)
▪ Benefit payments	(112,644)	(112,644)	-
▪ Contributions – employer	-	-	-
▪ Contributions – employee	-	-	-
▪ Administrative expense	-	(722)	722
▪ Change of benefit terms	-	-	-
Net Changes	(\$66,611)	(\$34,262)	(\$32,349)
Measurement as of June 30, 2020:	\$1,005,564	\$1,425,669	(\$420,105)

Section II GASB 75 Exhibits

C) Derivation of Significant Actuarial Assumptions

Long-term Expected Rate of Return – As of June 30, 2020, the long-term expected rates of return for each major investment class in the Plan’s portfolio are as follows:

Investment Class	Target Allocation	Long-Term Expected Real Rate of Return ¹
Equity	43.00%	5.43%
Fixed Income	49.00%	1.63%
REITs	8.00%	5.06%

¹JPMorgan arithmetic Long Term Capital Market assumptions and expected inflation of 2.26%.

The above table shows the target asset allocation in the CERBT Strategy 2 investment policy.

Discount rate – The discount rate is based on a blend of the long-term expected rate of return on assets for benefits covered by plan assets and a yield or index for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or better for benefits not covered by plan assets.

Above are the arithmetic long-term expected real rates of return by asset class for the next 10 years as provided in a report by JP Morgan. For years thereafter, returns were based on historical average index real returns over the last 30 years assuming a similar equity/fixed investment mix and a 2.26% inflation rate. Investment expenses were assumed to be 10 basis points per year. These returns were matched with cash flows for benefits covered by plan assets and the Bond Buyer 20-Bond General Obligation index was matched with cash flows not covered by plan assets to measure the reasonableness of the choice in discount rate.

	June 30, 2020	June 30, 2019
Discount Rate	6.73%	6.73%
Bond Buyer 20-Bond GO Index	2.21%	3.50%

Section II GASB 75 Exhibits

D) Sensitivity Analysis (Exhibit 3)

Sensitivity of the Net OPEB Liability to changes in the discount rate – The following presents the District’s Net OPEB Liability if it were calculated using a discount rate that is 1% point lower (5.73%) or 1% point higher (7.73%) than the current rate:

Sensitivity of the Net OPEB Liability to changes in the Trend rate – The following presents the District’s Net OPEB Liability if it were calculated using a trend table that has rates that are 1% point lower or 1% point higher than the current set of rates:

Net OPEB Liability as of the June 30, 2020 measurement date: (\$420,105)

Sensitivity Analysis:

	NOL/(A)	\$ Change	%Change
Discount Rate			
+1%	(\$499,274)	(\$79,169)	19%
Base	(\$420,105)	-	-
-1%	(\$326,430)	\$93,675	(22%)
Trend Rate			
+1%	(\$330,545)	\$89,560	(21%)
Base	(\$420,105)	-	-
-1%	(\$497,048)	(\$76,943)	18%

Section II GASB 75 Exhibits

E) Schedule of OPEB Expense (Exhibit 4)

Measurement Period Ending:	June 30, 2020	June 30, 2019
Components of OPEB Expense:		
Service Cost	\$0	\$0
Interest on the Total OPEB Liability (Exhibit 5)	68,428	81,835
Projected Earnings on OPEB Plan Investments (Exhibit 6)	(94,500)	(95,006)
Employee Contributions	0	0
Administrative Expense	722	313
Changes on Benefit Terms	0	0
Recognition of Deferred Resources Due to:		
▪ Changes of Assumptions	0	(4,722)
▪ Differences between Expected and Actual Experience	(22,395)	(167,556)
▪ Differences Between Projected Actual Earnings on Assets	(862)	(3,941)
Aggregate OPEB Expense	<u>(\$48,607)</u>	<u>(\$189,077)</u>

Section II GASB 75 Exhibits

F) Interest on the Total OPEB Liability (Exhibit 5)

	Amount for Period a	Portion of Period b	Interest Rate c	Interest on the Total OPEB Liability a*b*c
Beginning Total OPEB Liability	\$1,072,175	100%	6.73%	\$72,157
Service Cost	\$0	100%	6.73%	0
Benefit payments	(\$112,644)	50%	6.73%	<u>(3,729)</u>
Total Interest on the TOL				\$68,428

Section II GASB 75 Exhibits

G) Earnings on Plan Fiduciary Net Position (Exhibit 6)

Total Projected Earnings	Amount for Period a	Portion of Period b	Projected Rate of Return c	Projected Earnings a*b*c
Beginning Plan Fiduciary Net Position	\$1,459,931	100%	6.73%	\$98,253
Employer Contributions	\$0	50%	6.73%	0
Employee Contributions	\$0	50%	6.73%	0
Benefits payments	(\$112,644)	50%	6.73%	(3,729)
Administrative Expense and Other	(\$722)	50%	6.73%	(24)
Total Projected Earnings				\$94,500

Comparison of Projected and Actual Earnings On Investments

Total Projected Earnings	\$94,500
Actual Net Investment Income	<u>79,104</u>
Difference Between Projected and Actual Earnings on Assets	\$15,396

Section II GASB 75 Exhibits

H) Schedule of Contributions¹ (Exhibit 7)

Measurement Period Ending:	June 30, 2020	June 30, 2019
Actuarially Determined Contribution ²	\$0	\$0
Contributions to the Trust	\$0	\$0
Pay-go Payments by Employer Unreimbursed by the Trust	0	0
Active Implicit Rate Subsidy Transferred to OPEB	0	0
Total OPEB Contributions ¹	\$0	\$0
Covered-employee payroll ³	N/A	N/A
Contributions as a percentage of covered-employee payroll ³	N/A	N/A

¹ ADC and Contributions are for the measurement periods ending June 30, 2019 and June 30, 2020.

² Employers setting a discount rate based on the assumption that assets will be sufficient to cover all future benefit payments under the plan are assumed to annually make contributions equal to the actuarially determined contribution. Annual contributions made that are substantially less than the ADC would require additional support for use of a discount rate equal to the long-term expected return on trust assets.

³ Covered-Employee Payroll represented above is based on covered-employee payroll provided by the employer. GASB 75 defines covered-employee payroll as the total payroll of employees that are provided benefits through the OPEB plan. Accordingly, if OPEB covered-employee payroll shown above is different than total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

Section II GASB 75 Exhibits

I) Deferred Inflows/Outflows of Resources (Exhibit 8)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Unrecognized Deferred Resources due to:		
▪ Differences between expected and actual experience	\$0	\$0
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	6,527	0
Contribution to OPEB plan after measurement date ¹	<u>0</u>	<u>0</u>
Total	\$6,527	\$0

¹ To be determined as of the fiscal year ending 2021

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended June 30	Recognized Deferred Outflows/(Inflows) of Resources
2022	(\$864)
2023	2,585
2024	1,726
2025	3,080
2026	-
Thereafter	<u>-</u>
Total Deferred Resources:	\$6,527

Section II GASB 75 Exhibits

J) Schedule of Deferred Inflows/Outflows of Resources (Exhibit 9)

Fiscal Year Established	Initial Amount	Initial Years	Years Left	Amount Recognize In FY 2021	Balances as of 06/30/21 of Deferred	
					Outflows	Inflows
Difference Between Expected and Actual Plan Experience						
2018	\$146,389	0.000	0.000	\$0	\$0	\$0
2019	(14,315)	0.000	0.000	0	0	0
2020	(167,556)	0.000	0.000	0	0	0
2021	(22,395)	0.000	0.000	(22,395)	0	0
Total	(\$57,877)			(\$22,395)	\$0	\$0
Change in Assumptions						
2018	(\$373,443)	0.000	0.000	\$0	\$0	\$0
2019	0	0.000	0.000	0	0	0
2020	(4,722)	0.000	0.000	0	0	0
2021	0	0.000	0.000	0	0	0
Total	(\$378,165)			\$0	\$0	\$0
Net Difference Between Projected and Actual Earnings On Investments						
2018	(\$17,242)	5.000	1.000	(\$3,448)	\$0	(\$3,450)
2019	4,294	5.000	2.000	859	1,717	0
2020	(6,761)	5.000	3.000	(1,352)	0	(4,057)
2021	15,396	5.000	4.000	3,079	12,317	0
Subtotal	(\$4,313)			(\$862)	\$14,034	(\$7,507)
Total					\$6,527	\$0
Totals:				(\$23,257)	\$6,527	\$0

Section II GASB 75 Exhibits

K) Reconciliation of the Net Position (Exhibit 10)

Measurement as of:	June 30, 2020	June 30, 2019
Total OPEB Liability (TOL)	\$1,005,564	\$1,072,175
Plan Fiduciary Net Position (PFNP)	1,425,669	1,459,931
Net OPEB Liability (NOL)	(\$420,105)	(\$387,756)
Deferred Inflows of resources (CR):		
▪ Differences between expected and actual experience	0	0
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	0	9,731
Deferred Outflows of resources (DR):		
▪ Differences between expected and actual experience	0	0
▪ Changes in assumptions	0	0
▪ Net difference between projected and actual earnings	6,527	0
▪ Est. contributions post measurement date ¹	0	0
Net Position	(\$426,632)	(\$378,025)

¹ Post-measurement date contributions reported by the plan sponsor.

Reconciliation of Net Position

Net Position at June 30, 2019	(\$378,025)
Aggregate OPEB Expense	(48,607)
Total OPEB Contributions	0
Change in Post-Measurement date Contributions ¹	0
Net Position at June 30, 2020	(\$426,632)

¹ Difference between FY20 and FY21 Post-Measurement date Contributions

Post-Measurement Date Contributions Breakdown

	7/1/20-6/30/21	7/1/19-6/30/20
Direct Contributions to the Trust	0	0
Employer Share of Retiree Premiums Unreimbursed by the Trust ¹	0	0
CalPERS Administration Fees Unreimbursed by the Trust ¹	0	0
Implied Subsidy Unreimbursed by the Trust	0	0
Total Post-Measurement Date Contributions	0	0

¹ CalPERS administration fees can be included in premium costs shown.

Section III Data

A) Summary of Demographic Information

The participant data used in the valuation was provided by the District as of June 30, 2019. It is assumed that this data is representative of the population as of June 30, 2020. While the participant data was checked for reasonableness, the data was not audited. The valuation results presented in this report are dependent upon the accuracy of the participant data provided. The table below presents a summary of the basic participant information for the active and retired participants covered under the terms of the Plan.

	6/30/2019
<u>Actives</u>	
Counts	
▪ Total	0
Averages	
▪ Age	N/A
▪ Service	N/A
<u>Retirees</u>	
Counts	
▪ Under age 65	3
▪ Age 65 and over	<u>6</u>
▪ Total	9
Averages	
▪ Age	75.8
▪ Age at Retirement	44.2
▪ Service at Retirement	0.0
Inactive Participants with deferred benefits	0
Total Participants	9
<u>Covered Dependents of Retirees</u>	
Counts	
▪ Spouses / Domestic Partners	4
▪ Children	<u>0</u>
▪ Total	4
Total Participants and Dependents	13

Section III Data

B) Distribution of Participants by Age and Service

Distribution of Service Groups by Age Groups

Age Group	Retired* Participants	Active Participant – Years of Service						Total
		0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25+	
< 25	0	0	0	0	0	0	0	0
25 - 29	0	0	0	0	0	0	0	0
30 - 34	0	0	0	0	0	0	0	0
35 - 39	0	0	0	0	0	0	0	0
40 - 44	0	0	0	0	0	0	0	0
45 - 49	0	0	0	0	0	0	0	0
50 - 54	0	0	0	0	0	0	0	0
55 - 59	0	0	0	0	0	0	0	0
60 - 64	3	0	0	0	0	0	0	0
65 - 69	0	0	0	0	0	0	0	0
> 70	6	0	0	0	0	0	0	0
Total	9	0	0	0	0	0	0	0

* Retired participants include retirees, disabled participants, and surviving family members. Does not include covered dependents.

Section IV Plan Provision Summary

A) Plan Description

Eligibility and Contribution Requirements

The District has assumed responsibility for providing the entire cost of postretirement medical, dental and vision benefits to a closed group of retirees and their dependents. Retirees may enroll in any of the plans offered by the District. Retirees are currently enrolled in Blue Shield, PERS Care, and Kaiser plans. The District also provides postretirement dental coverage through Delta Dental and postretirement vision coverage through VSP.

2019 and 2020 calendar year monthly medical premium rates for the District's plans are shown below:

		2019 CalPERS Bay Area Plans		
		EE	EE+SP	EE+Fam
Pre-Medicare Premiums	Kaiser	768.25	1,536.50	1,997.45
	PERS Care	1,131.68	2,263.36	2,942.37
	UnitedHealthCare	928.85	1,857.70	2,415.01
		2020 CalPERS Region 1 Plans		
		768.49	1,536.98	1,998.07
		1,133.14	2,266.28	2,946.16
		899.94	1,799.88	2,339.84
		2019 CalPERS Bay Area Plans		EE+SP
Medicare Premiums	Kaiser	323.74		647.48
	PERS Care	394.83		789.66
	UnitedHealthCare	299.37		598.74
		2020 CalPERS Region 1 Plans		EE+SP
		339.43		678.86
		384.78		769.56
		327.03		654.06
Dental Premiums	\$66.99 for retiree, \$62.47 for spouse			
Vision Premiums	\$31.84 composite			

Duration of Benefits

Benefits continue for the life of the retiree and/or dependent(s).

Surviving Spouse Coverage

Surviving spouses of deceased retirees receive lifetime coverage.

Plan Provision Changes

There have been no plan amendments since the last measurement date.

Section IV Plan Provision Summary

A) Actuarial Assumptions

Discount Rate	6.73%, based on the CERBT Strategy 2 investment policy.
Net Investment Return	6.73%, based on the CERBT Strategy 2 investment policy.
Inflation	We assumed 2.26% annual inflation.
Payroll increases	3.25% annual increases.
Administrative Expenses	The administrative expense was \$722 for the measurement period ending June 30, 2020.

Pre-Excise Tax Health Care Trend	Year	Increase in Premium Rates	
	Beginning	Pre-65	Post-65
	2021	7.00%	5.00%
	2022	6.75%	5.00%
	2023	6.50%	5.00%
	2024	6.25%	5.00%
	2025	6.00%	5.00%
	2026	5.75%	5.00%
	2027	5.50%	5.00%
	2028	5.25%	5.00%
	2029 and later	5.00%	5.00%

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Plan Distribution for Calculating Baseline Cost	Plan	
	United Health Care	11%
	Kaiser	22%
	PERS Care	<u>67%</u>
	Total	100%
Average Per Capita Claims Cost (Baseline Cost)	Pre-Medicare: \$11,794 per year Post-Medicare: \$4,407 per year	
Health Plan Participation	We assumed that 100% of eligible participants will participate.	
Medicare Coverage	We assumed that all future retirees will be eligible for Medicare when they reach age 65.	
Morbidity Factors	CalPERS 2017 study	
Population for Curving	CalPERS 2017 study	
Age-Weighted Claims Costs	Age	
	50	\$11,559
	55	\$13,821
	60	\$16,642
	65	\$4,392
	70	\$3,863
	75	\$4,523
	80	\$5,153
85	\$5,463	

Section V Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (continued)

Mortality* The mortality rates used in this valuation are those from the CalPERS 2017 experience study.

Pre-Retirement: CalPERS 2017 Mortality

Post-Retirement: CalPERS 2017 Mortality

Age	Sample Mortality Rates		Retired Employees	
	Active Employees Male	Active Employees Female	Male	Female
55	0.17%	0.12%	0.44%	0.41%
60	0.26%	0.17%	0.67%	0.48%
65	0.36%	0.23%	0.93%	0.64%
70	0.62%	0.39%	1.34%	0.93%
75	1.06%	0.62%	2.32%	1.63%
80	1.66%	0.94%	3.98%	3.01%
85	0.00%	0.00%	7.12%	5.42%
90	0.00%	0.00%	13.04%	10.09%

Disability* Because of the anticipated low incidence of disability retirements we did not value disability.

Percent Married Active employees and retirees are assumed to continue to cover their current spouse through retirement

Participation We assumed 100% of retirees will participate upon retirement.

**Source: NCG has not performed an experience study to select these assumptions. NCG has not observed materially consistent gains or consistent losses associated with these assumptions*

Assumption Changes

There have been no assumption changes since the last measurement date.

Section V Actuarial Assumption, Methods, & Considerations

B) Actuarial Methods

Actuarial Cost Method	<p>Entry Age Normal</p> <p>An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s). The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost.</p>
Amortization Methodology	<p>We used straight-line amortization. For assumption changes and experience gains/losses, we assumed Average Future Working Lifetime, averages over all actives and retirees (retirees are assumed to have no future working years). For asset gains and losses, we assumed 5 years.</p>
Financial and Census Data	<p>The District provided the participant data, financial information and plan descriptions used in this valuation. The actuary has checked the data for reasonableness, but has not independently audited the data. The actuary has no reason to believe the data is not complete and accurate, and knows of no further information that is essential to the preparation of the actuarial valuation.</p>
Plan Fiduciary Net Position	<p>Market value of assets as of the measurement date</p>
Measurement Date	<p>June 30, 2020</p>
Valuation Date	<p>June 30, 2019. Results have been rolled forward (an actuarial adjustment) to June 30, 2020.</p>
Funding Policy	<p>The District intends to contribute the full ADC to the Plan each year. Contributions would be made up of cash contributions made to the trust as well as any benefit payments (implicit and explicit) unreimbursed by the trust.</p> <p>When the Plan is fully funded, the District's ADC is \$0, since there are only retirees in the Plan.</p>

Section V Actuarial Assumption, Methods, & Considerations

C) Actuarial Considerations

Health Care Reform

Health care delivery is going through an evolution due to enactment of Health Care Reform. The Patient Protection and Affordable Care Act (PPACA), was signed March 23, 2010, with further changes enacted by the Health Care and Education Affordability Reconciliation Act (HCEARA), signed March 30, 2010. This valuation uses various assumptions that may have been modified based on considerations under PPACA. This section discusses particular legislative changes that were reflected in our assumptions. We have not identified any other specific provision of PPACA that would be expected to have a significant impact on the measured obligation. As additional guidance on the Act continues to be issued, we'll continue to monitor impacts.

Individual Mandate

Under PPACA, individuals (whether actively employed or otherwise) must be covered by health insurance or else pay a penalty tax to the government. While it is not anticipated that the Act will result in universal coverage, it has increased the overall portion of the population with coverage. We believe this will result in an increased demand on health care providers, resulting in higher trend for medical services for non-Medicare eligible retirees. (Medicare costs are constrained by Medicare payment mechanisms already in place, plus additional reforms added by PPACA and HCEARA.) The penalty tax was eliminated effective January 1, 2019 and this has effectively eliminated the individual mandate on a Federal level. The individual mandate still can apply at the state level (e.g. Massachusetts since 2006). California adopted the individual mandate effective January 1, 2020. The CBO estimates the impact this will have in 2019 is a decrease of enrollees of 2% of all insureds (18% of enrollees in the individual market) and expects this to grow to 5% (28%) by 2027.

Employer Mandate

Health Care Reform includes various provisions mandating employer coverage for active employees, with penalties for non-compliance. Those provisions do not directly apply to the postemployment coverage included in this valuation.

Section V Actuarial Assumption, Methods, & Considerations

C) Actuarial Considerations (continued)

Medicare Advantage Plans	Effective January 1, 2011, the Law provides for reductions to the amounts that would be provided to Medicare Advantage plans starting in 2011. We considered the effect of these reductions in federal payments to Medicare Advantage plans when setting our trend assumption.
Expansion of Child Coverage to Age 26	Health Care Reform mandates that coverage be offered to any child, dependent or not, through age 26, consistent with coverage for any other dependent. We assume that this change has been reflected in current premium rates. While this plan covers dependents, we do not currently assume non-spouse dependent coverage other than for firefighters. We believe the impact this assumption has on the valuation is immaterial due to the lack of retirees that have had or are expected to have non-spouse dependents for any significant amount of time during retirement.
Elimination of Annual or Lifetime Maximums	Health Care Reform provides that annual or lifetime maximums have to be eliminated for all "essential services." We assume that current premium rates already reflect the elimination of any historic maximums.
Cadillac Tax (High Cost Plan Excise Tax)	<p>The PPACA legislation added a new High-Cost Plan Excise Tax (also known as the "Cadillac Tax") starting in calendar year 2022. These provisions do not directly apply to post employment benefits included in this valuation.</p> <p>On December 20, 2019 the Secure Act was signed and eliminated the tax effective January 1, 2020.</p>

Section VI Glossary

A) Key Terms

Annual OPEB Expense	The amount recognized by an employer in each accounting period for contributions to a defined benefit OPEB plan on the modified accrual basis of accounting.
Deferred outflows and inflows of resources related to OPEB	Deferred outflows of resources and deferred inflows of resources related to OPEB arising from certain changes in the collective net OPEB liability or collective total OPEB liability
Covered Payroll	Annual compensation paid (or expected to be paid) to active employees covered by an OPEB plan, in aggregate.
Implicit Subsidy	Implicit Subsidy is the difference between the expected cost of the retiree healthcare benefits, by age and gender, and retiree premiums, that is, it is the portion of retiree healthcare costs subsidized by active employee premiums.
Net OPEB Liability (NOL)	The liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is administered through a trust that meets the criteria of the GASB Statements.
Normal Cost or Service Cost	The portion of the Total Present Value of Future Benefits attributed to employee service during the current fiscal year by the actuarial cost method. These terms are used interchangeably.
Other Postemployment Benefits (OPEB)	Retiree health care benefits and post-employment benefits provided separately from a pension plan (excluding termination offers and benefits).
Plan Fiduciary Net Position (FNP)	Set equal to the market value of assets as of the measurement date.
Present Value of Future Benefits (PVFB)	The value, as of the valuation date, of the projected benefits payable to all members for their accrued service and their expected future service, discounted to reflect the time value (present value) of money and adjusted for the probabilities of retirement, withdrawal, death and disability.
Total OPEB Liability (TOL)	The portion of the actuarial present value of projected benefit payments that is attributed to past period of member service in conformity with the GASB Statements. The total OPEB liability is the liability of employers and non-employer contributing entities to plan members for benefits provided through a defined benefit OPEB plan that is not administered through a trust that meets the criteria of the GASB Statements.



KENSINGTON FIRE PROTECTION DISTRICT
MEETING OF THE EMERGENCY PREPAREDNESS COMMITTEE
MINUTES
Thursday, September 23, 2021 3:00pm-5:00pm
Via Zoom Teleconference

1. CALL TO ORDER/ROLL CALL

Directors: Larry Nagel and Kevin Padian

Community Members: Lisa Caronna, Peter Guerrero, Danielle Madugo, Paul Moss, David Spath

Staff: General Manager Bill Hansell, Emergency Preparedness Coordinator Johnny Valenzuela

Agency Representatives: Chief Mike Gancasz (EPC), Chief Michael Pigoni (EC/K FD), Meredith Gerhardt (OES), Heather Tiernan (OES), Brian Garcia (NWS), Lorena Herrera (OES)

Members of the Public: Rob Firmin, Gail Feldman, Candy Capogrossi, Chris Hilliard, Charley Patton

Meeting called to order at 3:05 PM by Director Padian.

2. PUBLIC COMMENT

Rob Firmin commented about pre-positioning apparatus on Red Flag days. Rob noted that pre-positioning is a very valuable tool, although he realizes that it would require additional resources. Larry Nagel stated that pre-positioning an engine at the WUI would necessitate the KFPD paying for an extra duty crew of three or four firefighter/paramedics on Red Flag days because we would still need an engine at Station 65 to handle the usual medical calls. Chief Pigoni agreed that pre-positioning is a valuable tool but noted that we don't know where the fire will be coming from. There was a question about the difference between Red Flag days and Extreme Fire Weather days. Danielle Madugo noted that the Wildcat Canyon watch group and they take on the watch when winds exceed 15 mph.

3. (3:04pm) ADOPTION OF CONSENT ITEMS

a. Approval of Minutes of the regular meeting of August 26, 2021 (Approve)

MOTION: Spath/Caronna To adopt consent items.

Motion adopted by consensus.

4. NEW BUSINESS

a. Emergency Warning System

Status of the public address systems question -

KFPD Emergency Preparedness Committee Meeting
Minutes for September 23, 2021 Meeting

Kevin noted that at the last meeting Lorena Herrera (OES) noted that the public address system would require some vetting by the county. Heather Tiernan (OES) noted that the siren systems are designed to work in conjunction with the Evacuation systems. Heather noted there would be no problem integrating the system with the County system.

b. CWS Alerts

Review of CWS alerts vis-à-vis weather radios and NOAA broadcasting with Contra Costa County OES personnel. Heather Tiernan noted that schools also issue emergency warning alerts.

Lisa Caronna asked how the evacuation process works. Heather Tiernan explained that the county gets its information from the Incident Commander.

Peter Guerrero noted that we not talk about sirens because we are talking about public address systems.

David Spath asked how the process would work in determining who contacts the CWS. Chief Pigoni noted that in any major event there is a unified command so both Police and Fire will participate. Also, activating all of the speakers at once would cause a conflict with the sequence of zone evacuations by Zonehaven. This can be avoided, Director Padian noted, by not using the speakers for mandatory evacuation orders, but only using them for alerts and warning stages.

David Spath asked if CWS uses the Zonehaven zones. Heather Tiernan explained that CWS will use whichever system the Incident Commander requests and noted that the plan is to use Zonehaven zones for actual evacuation orders.

David Spath noted that using the speakers to tell people which zones to evacuate will not be very useful.

Heather Tiernan noted that power outages will not be as bad as they were in the past. The power outages will be shorter and cell towers will have battery backup, so the CWS can be expected to work during prolonged emergencies.

Kevin Padian asked whether we should recommend weather radios to citizens. He asked if the NWS would allow local agencies to issue orders, warnings, and instructions. Brian Garcia explained how the NWS alert system works. NOAA radio is a good redundant tool.

Danielle Madugo asked if NOAA is the agency that issues Red Flag Warnings and Brian Garcia responded that yes, those warnings emanate literally 25 feet from his office.

c. Evacuation Routes and Parking Restrictions

KFPD General Manager Bill Hansell reported on a meeting last Wednesday with Police and Fire Chiefs, Sup. John Gioia's office, and DPW head Monish Sen about feasibility of evacuation route signs and parking restrictions in Kensington. Kate Rauch was asked to pass on the message that Kensington and the County are starting a Red Flag pilot

program.

d. Nixle

Follow-up query with Chiefs. Heather Tiernan noted that Nixle is activated by local agencies. They are not activated by the County CWS system. They can provide local information not available to the County.

Paul Moss asked will we activate Nixle in an emergency. Do we have somebody who has the responsibility for notify Nixle in an emergency. Chief Pigoni noted that the Admin Assistant and the Battalion Chiefs have the authority to issue Nixle alerts. He also stressed that we still will not use Nixle to issue evacuation alerts because we will be using the Zonehaven zones, but Nixle can be used to communicate supplementary information specific to Kensington such as traffic advisories.

Danielle repeated what Chief Pigoni said that Nixle should not be used for evacuation.

Bill noted that he was recently evacuated and he confirmed that an evacuation is constantly unfolding.

Johnny Valenzuela noted that the during an emergency, the public has to have a place to go for information.

e. Evacuation Drill

Kevin noted that Mill Valley is having a drill this year.

Chief Pigoni noted that it may be too late for an evacuation drill this year. Better to shoot for next Spring after the rains come.

Larry Nagel noted that anything we can do would be helpful in raising awareness.

David Spath agreed with Lisa that an actual drill is the best choice but there probably is not time this year to do this. David agreed that some kind of virtual drill would be very useful.

Gail Feldman talked about how they have talked for years about how important an evacuation drill is. Gail stated that we need to have a drill as soon as possible.

5. EMERGENCY PREPAREDNESS COORDINATOR'S REPORT

Refrigerator magnets are on the way.

Shred & Meds event will be scheduled for some time in November.

David Spath recommended that information be issued on Red Flag days similar to what Berkeley does.

6. REPORTS FROM COMMITTEE MEMBERS

Kevin is writing an article for the Outlook on pre-evacuation.

Kevin is working with EBMUD to open up a route at the end of Kingston to Colusa Avenue. EBMUD suggested we put a gate in the fence with a lock box.

Danielle Madugo reported that she had a meeting on an emergency evacuation drill with Hilltop Elementary School and the new principal enthusiastically supports the effort. They are moving forward with an off-campus evacuation drill.

Paul Moss noted that he has an article coming out in the Outlook. He avoided mentioning Nixle because he wasn't clear on the role of Nixle. He now will write another article on the role of Nixle.

7. CALL FOR FUTURE AGENDA ITEMS

None

8. ADJOURNMENT

The next regular meeting of the Emergency Preparedness Committee of the Kensington Fire Protection District will be held on October 28, 2021 at 3:00pm via Zoom Teleconference.

Adjourned at 5:11 PM by Director Kevin Padian

MINUTES PREPARED BY: Larry Nagel

These minutes were approved at the Emergency Preparedness Committee Meeting of the Kensington Fire Protection District on October 28, 2021.

Attest:



Emergency Preparedness Committee Member