



Agenda

Kensington Police Protection and Community Services District

**Board of Directors
Regular Meeting (Hybrid)
Thursday, April 13, 2023**

**6:00 p.m. Closed Session
7:00 p.m. Regular Meeting**

**Kensington Community Center
59 Arlington Avenue, Kensington, CA
www.kppcsd.org/2023-04-13-kppcsd-board-meeting**

NOTE: Those attending the meeting in person must wear masks and observe social distancing. Please see Board approved Covid Protocols listed at the end of the agenda.

Virtual Access:

<https://us02web.zoom.us/j/82509968301?pwd=VkpIckxKbGVIM2xKY1dtTCtKUzFIQT0>

Zoom ID: 825 0996 8301 Passcode: 852309

Telephone: 669-900-9128 (*845181); 666-444-9171 (*845181)

Note: Due to equipment issues in the Community Center, Zoom may not be available.

The Board may hold hybrid meetings, where most or all of the Directors attend in person but the District offers the public the option of attending by Zoom or other teleconferencing methods. Please be advised that those participating in such meetings remotely do so at their own risk. The Board meeting will not be cancelled if any technical problems occur during the meeting.

Special Meeting - Closed Session – 6:00 p.m.

Call to Order

Roll Call

Special Meeting Agenda Item Public Comments

Individuals wishing to address the Board of Directors concerning any Special Meeting agenda items are invited to make oral comments up to three minutes. Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 10940 San Pablo Ave., Bldg. B, El Cerrito, CA 94530 or llewis@kppcsd.org.

Adjourn to Closed Session

- CS. CONFERENCE WITH LEGAL COUNSEL--PENDING LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):
one potential case

Regular Meeting - 7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Report from Closed Session**
4. **President's Comments**
5. **Public Comment**
*Individuals wishing to address the Board of Directors concerning any items not on the agenda may make oral comments of up to three minutes. **For Zoom attendees:** Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 10940 San Pablo Ave., Bldg. B, El Cerrito, CA 94530 or llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.*
6. Conduct Swearing in Ceremony for the Police Department.

Consent Calendar

7. Approve Regular Meeting Minutes of March 9, 2023 and Special Meeting Minutes of March 9, 2023.

Comments & Reports

8. **Police Chief Report**
9. **General Manager's Report**
 - KCC Recreation Office Report April 2023
10. **Director Comments**
11. **Board Correspondence**

Discussion and Action

12. Ratify the March 2023 bills paid.
13. Receive updates from the Board *Ad Hoc* Committees established at the January 12, 2023 Board Meeting.
 - a. Police Department & District Office Permanent Location Committee (Directors Aquino-Fike and Gough)
 - b. Update on Park Re-planting Strategy Committee (Directors Duggan and Gough)
14. Discussion and action regarding a request to the Kensington Fire Protection District to reserve space in the Public Safety Building.
15. Discuss and select a board member for the KPPCSD Board.
16. Discussion and approval of changes in protocols for Kensington Police Protection & Community Services District in regard to COVID and other related communicable diseases.
17. Discussion and approval of a contract between Kensington Community Council (KCC) and KPPCSD.
18. Discussion and approval to hire a part-time Janitor and Handyman for the District.
19. Discussion and approval to extend the Lease Agreement with Mobil Modular and the License Agreement with the City of El Cerrito.
20. Discussion and approval of Resolution No. 2023-03, A Resolution Establishing the District's Own Checking Account and Separating from the County of Contra Costa in Regard to Financial Transactions.
21. Discussion and approval of Resolution No. 2023-04, A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District authorizing investment of monies in the Local Agency Investment Fund.
22. Discussion and Approval to move money from Local Agency Investment Fund to Five Star.
23. Discussion and approval regarding joining Contra Costa Special Districts Association and related actions.
24. Discussion and direction in regard to a contract between the KPPCSD and All City Management Services for crossing guard service at the Kensington School.

Adjournment

The next regular meeting is scheduled for May 11, 2023.

General Information

- All proceedings of the Open Session will be audio and video recorded if possible.
- Upon request, the Kensington Police Protection and Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meeting. Please send written request, including your name, mailing address, phone number, and a brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two days before the meeting. Requests should be sent to Kensington Police Protection & Community Service District at *10940 San Pablo Ave., Building B, El Cerrito, CA 94530*.
- To be added to the Board Agenda Mailing List, complete and submit the form at <https://www.kppcsd.org/agenda-mailing-list> or by notifying the Clerk of the Board at llewis@kppcsd.org.

Posted Agenda

Kensington Police Department – Colusa Food Market – Arlington Kiosk and at www.kppcsd.org Complete agenda packets are available at the Public Safety Building at *10940 San Pablo Ave., Building B, El Cerrito, CA 94530*.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Service District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the District offices at *10940 San Pablo Ave., Building B, El Cerrito, CA 94530* at the same time that those records are distributed or made available to a majority of the Board.

KPPCSD Board Approved Meeting Protocols:

(Adopted November 10, 2022)

- Masks must be worn over the mouth and nose throughout the meeting. An N95 or surgical mask is required. Cloth masks, gaiters and bandanas are not acceptable.
- Masks must be worn regardless of vaccination status by all meeting attendees.
- Masks will be provided upon request.
- Surfaces will be sanitized between meetings.
- Sanitary wipes will be available for use at the podium.
- Rows of chairs will be set up with 6-foot distancing.
- You are welcome to sign the attendance log. Attendees who do so will be notified if a Board or staff member or community member (who notifies us) contracts Covid within 4 days of the meeting. No names or personal information will be shared.
- Please no eating or drinking during the meeting. If you must eat or drink, please do so outside the Community Center.
- Outside doors will be open throughout the meeting, please dress appropriately.
- If you are ill, please stay home and engage electronically.
- Vaccination/boosters for Covid-19 and the flu are recommended for those eligible.
- Hand Sanitizer will be available.



10% of conflict is due to difference
of opinion and 90% is due to
delivery and tone of voice

The way you put your opinions across goes a long way towards either peace or "war". If you are feeling angry, you are bound to use a scathing tone of voice and aggressive body posture *even* if you didn't want to start a fight in the first place.

What I would suggest before putting your "right" point across is to take a breath and ask yourself... "What am I trying to achieve here?".



Date: April 13, 2023
To: Board of Directors
From: Mike Gancasz, Chief of Police
Subject: New Police Officer Appointments

Ceremony

The Kensington Police Department is proud to announce the appointment and swearing in of three officers.

- Police Sergeant Brian Lande
- Police Officer David Payne
- Police Officer Marrkel Smith

Each officer is a lateral from other police departments in California. Combined, they bring to Kensington more than 45 years of dedicated, honorable public safety service.

Officer Biography

- Sergeant Brian Lande comes to the Kensington Police Department with fourteen years of Law Enforcement experience to include the Lake County Sheriff's Department, Santa Cruz County Sheriff's Department, and the Richmond Police Department. Sergeant Lande held a variety of special assignments including School Resource Officer, De-Escalation instructor, Force Options Instructor, Crisis Intervention Team officer, and an FBI Crisis Negotiation Team officer. Sgt. Lande was also the lead officer assigned to the Contra Costa County Mental Health Evaluation Team providing services to Western Contra Costa County. Sergeant Lande graduated from Montana State University and holds a Bachelor of Science, a Bachelor of Arts, in Philosophy, and a master's degree and Doctorate from the University of California at Berkeley, in Sociology. Sgt. Lande is married and the proud father of two children.
- Officer David Payne comes to the Kensington Police Department with sixteen years of Law Enforcement experience, to include the Walnut Creek Police Department, St. Mary's College Public Safety Department, and the Concord Police Department. Officer Payne attended the College of Marin and UC Santa Barbara graduating with a bachelor's degree in Dramatic Arts, Natural Science, and Automotive Technology. Officer Payne is a Bay Area native, and

enjoys reading books, movies, and traveling.

- Officer Marrkel Smith comes to the Kensington Police Department with fifteen years law enforcement experience with the Fremont Police Department. Prior to that, Officer Smith worked as a Legal Assistant with the Alameda County District Attorney's Office.

Officer Smith held a variety of special assignments including Crime Scene Investigator, Field Training Officer, Wellness Officer, and his most rewarding role as a School Resource Officer. Officer Smith served as an active member of the California State Division of the International Association for Identification (CSDIAI) earning the role of Vice-President. As a Crime Scene Investigator, he received extensive training in bloodstain pattern analysis, forensic photography, officer-involved shootings, traffic collision investigation, and arson reconstruction. Officer Smith is honored to continue demonstrating his passion for leadership, teaching, and training as well as a desire for learning and critical thinking. His most fulfilling assignment was as a School Resource Officer. Relying on his diverse background and eclectic collection of assignments, he continues to display leadership, and a passion to contribute to the community and serve this great organization.

Oath of Office

I, (individual will state name) do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies foreign and domestic. That I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely without any mental reservations or purpose of evasion, and that I will well and faithfully discharge the duties upon which I am about to enter.

Discussion

Comments from the Board

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Wednesday, March 9, 2023

Special & Regular Meeting (Hybrid)

Special Closed Session Meeting – 6:00 p.m.

Call to Order

President Aquino-Fike called the meeting to order at 6:02 p.m.

Roll Call

Director Cassandra Duggan, Vice-President Sarah Gough, Director Sylvia Hacaj, and President Alexandra Aquino-Fike were present at roll call.

Staff present included Interim General Manager David Aranda, General Counsel Ann Danforth, and Clerk of the Board Lynelle M. Lewis.

Public Comment

None.

The Board adjourned to closed session at 6:03 p.m. to discuss pending litigation.

Regular Meeting - 7:00 p.m.

1. **Call to Order**

President Aquino-Fike called the meeting to order at 7:03 p.m.

2. **Roll Call**

Director Cassandra Duggan, Vice-President Sarah Gough, Director Sylvia Hacaj, and President Alexandra Aquino-Fike were present at roll call.

Staff present included Interim General Manager David Aranda, General Counsel Ann Danforth, and Clerk of the Board Lynelle M. Lewis.

3. **President's Comments**

President Aquino-Fike announced that there was no report from the closed session meeting. Next, she welcomed new Interim General Manager David Aranda to his first official meeting and pointed out that board correspondence had been saved on the website.

4. **Public Comment** [[53:53](#)]

- Addressing the Board were the following persons: 1) Catya de Neergaard offered thanks for the hybrid Zoom meeting and expressed concerns about the tree removal work in the park; 2) Linda Lipscomb, President, Kensington Improvement Club (KIC), thanked the Board for the transformation of the Gore Lot and invited residents to the Elsie Neilson

Park dedication and ribbon cutting event on April 14th; 3) Gail Feldman commented on the District's authority for work on the paths and urged the Board to not move forward with the proposed work on the Ardmore path; and 4) Paul Dorrah commented that he would like to hear further discussion on the paths.

5. **Meeting Minutes for February 9 and February 23, 2023.** [[1:06:51](#)]

- Motion by Director Duggan, seconded by Director Gough, to approve the minutes for February 9 and February 23, 2023, carried (4-0) by the following roll call vote: AYES (Directors Aquino-Fike, Duggan, Gough, and Hacaj); NOES (None); ABSTAINED (None); and ABSENT: (None).

Approved meeting minutes.

6. **Financial Reports and Ratification of Bills for February 2023.** [[1:07:36](#)]

Interim General Manager David Aranda reported that the recommended action was to ratify the February bills and not approve the financial reports until further research is done.

- Motion by Director Hacaj, seconded by Director Duggan, to ratify the bills for February 2023, carried (4-0) by the following roll call vote: AYES (Directors Aquino-Fike, Duggan, Gough, and Hacaj); NOES (None); ABSTAINED (None); and ABSENT: (None).

Ratified bills for February 2023.

Discussion and Action

7. **Updates from *Ad Hoc* Board Committees** [[1:08:53](#)]

President Aquino-Fike provided updates from the Police Department & District Office Permanent Location Committee. She reported that the collaborative discussions are going well, they remain optimistic about joint occupancy of the Public Safety Building (PSB), need more time for information gathering, and hope to have a report in the next month.

- Addressing the Board were the following persons: 1) Larry Nagel, Director of Kensington Fire Protection District (KFPD) suggested that the Committee pursue a location other than the PSB to house the Police Department (PD) and presented alternate locations; 2) David Spath, representing Kensington Property Owners' Association, commented that the Board should expand its search to other options for housing the PD, and it should keep the public informed of the costs and impact on services; 3) Mabry Benson asked to have Larry Nagel's comments posted on the KPPCSD website and suggested that the Committee look at the parking lot area for housing the PD; 4) John Gaccione asked about corroboration of the community's interest in the PSB and said that option doesn't make sense; 5) Catya de Neergaard commented that the community wants to see creative solutions regarding the housing of the PD, and urged that the Committee to present the numbers for all options.

Director Duggan provided an updates from the Park Re-planting Strategy Committee. She reported that since the last meeting she and Director Gough have done the following: 1) held a

community meeting on February 27th to receive input; 2) met with representatives of Blake Gardens and U.C. Berkeley Botany Department on what and how to replant; 3) met with current park maintenance staff regarding irrigation and replanting; 4) met with KPPCSD Administrative Clerk Rosa Ruiz to get her input about replanting and concerns about the park; and 5) they received calls and emails from citizens about replanting ideas. She asked for recommendations on landscape architects and soils experts to be sent to her or Director Gough. Director Gough added that they are about to submit a proposal to engage indigenous partners to get their thoughts on the land and how to care for it. There was Board discussion about having some of the committee's information placed on the web and included as part of the meeting agenda packet. Director Gough said the committee is gathering information and anticipates submitting a report in July.

- Addressing the Board were the following persons: 1) Marie Korn suggested landscaping the dog park area; and 2) Mabry Benson requested that all written updates be included on the website.

Director Gough announced the Elsie Neilson Park dedication, jointly hosted by the KIC and KPPCSD, was scheduled for April 14th at the park on Coventry and Arlington. Next, Director Gough reported that a Joint Special Board Meeting was scheduled for April 24th at 7:00 p.m. to hear a presentation on consolidation of the two districts from Lou Ann Texeira, the Contra Costa Local Agency Formation Committee Chief Executive.

Comments & Reports

8. Police Chief Report [[TS 1:47:36](#)]

Police Chief Mike Gancasz provided highlights from the February 2023 report (i.e. incidents, traffic enforcement stops, dispatch calls, storm event response, catalytic theft update, officer response times, traffic safety, staffing updates, and officer training). Regarding community security camera systems, Director Hacaj requested that the Board consider this item before it is submitted as part of the budget process.

9. General Manager's Report [[TS 1:57:25](#)]

Interim General Manager David Aranda reported that he had provided written updates on the following: Kensington Community Council Recreation Report, Ardmore Paths, tree removal, part-time General Manager recruitment, the board vacancy, Contra Costa LAFCO vacancy, and the Elsie Neilson Park dedication.

The Board discussed the proposed solution for repairing the Ardmore Paths with the County, the District and a property owner sharing in the cost of \$2,700 and no party accepting responsibility for the path itself.

- Addressing the Board were the following persons: 1) Rodney Paul commented that the proposal is a good solution for the paths and supported moving forward; 2) Lisa Caronna commented that the recommendation is the responsible thing to alleviate the hazard and urged further research into path ownership; 3) David Spath commended the Interim General Manager for his action to prevent the hazard and future liability; 4) Paul Dorroh

commended the Interim General Manager for crafting this proposal; 5) John Gaccione commented that the cleaning of gutters is the responsibility of the County rather than the PD; and 6) A. Stevens Delk commented she had trouble raising her hand and participate in the meeting.

The Board discussed ways to move forward with the project. There was consensus to move forward with the repairs to the path following review by the General Counsel on how to structure the agreement.

10. **Director Comments** [[TS 2:20:55](#)]

- Director Duggan asked to have an item on the next meeting agenda proposing the end of the mask requirement at meetings. She commented that she is delighted that board meetings have switched to the Zoom meeting format versus webinars since it allows increased visibility of the public; announced that board correspondence would be posted on the KPPCSD website; and thanked the Arlington Community Church for letting the KCC use their main hall for classes.
- Director Hacaj commented that on April 3rd the more stringent requirements around COVID are being relaxed for health care facilities and other congregant settings. In line with what is happening, she supported staff to propose some newer policies that the Board could consider and potentially adopt.

11. **Board Correspondence** [[TS 2:20:44](#)]

Correspondence was filed on the KPPCSD website.

12. **Adjournment** [[TS 2:26:59](#)]

President Aquino-Fike adjourned the meeting at 8:38 p.m.

The next regular meeting is scheduled for April 13, 2023.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: March 9, 2023

David Aranda, Interim General Manager

Alexandra Aquino-Fike, President of the Board

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Wednesday, March 9, 2023

Special Meeting (Hybrid)

8:30 p.m.

Call to Order [TS [2:31:58](#)]

President Aquino-Fike called the closed session meeting to order at 8:43 p.m.

Roll Call [TS [2:32:05](#)]

Director Cassandra Duggan, Vice-President Sarah Gough, Director Sylvia Hacaj, and President Alexandra Aquino-Fike were present at roll call.

Staff present included Interim General Manager David Aranda, General Counsel Ann Danforth, and Clerk of the Board Lynelle M. Lewis.

Special Meeting Agenda Item Public Comments [TS [2:32:25](#)]

None.

Discussion and Action [TS [2:32:44](#)]

1. Discussion and Approval of Entering into a Contract with EideBailly, CPA's & Business Advisors to Accomplish All Accounting Functions from March 10, 2023, Until Termination of the Agreement at a Cost of \$10,000 Per Month.

Interim General Manager David Aranda presented the recommended action. He cited concerns that the audit for fiscal year ending June 30, 2022 had not been completed, financial statements are 2 plus months behind, and clarity on the financial standing with actual expenses versus the budget. He asked the Board to allow him to contact Maze & Associates to inform them we are going in a different direction, and then to enter into a contract with EideBailly to get caught up on the financials. He noted that the cost would not exceed \$50,000 to get us to the end of June.

The Board asked questions about the cost of the current contractors, the time frame for the new contract, and whether the contract had been approved by the General Counsel.

- Addressing the Board were the following persons: 1) Mabry Benson asked if the new financial advisors will prepare the audit, and if the District would recoup the money that has been paid to Maze; and 2) Paul Dorroh asked if this action would result in a change of the current Finance Director.
- Motion by President Aquino-Fike, seconded by Director Hacaj, to direct the General Manager to enter into an agreement with EideBailly subject to the General Counsel's approval as to form, carried (4-0) by the following roll call vote: AYES (Directors Aquino-Fike, Duggan, Gough, and Hacaj); NOES (None); ABSTAINED (None); and ABSENT (None).

Adjournment [[TS 2:43:43](#)]

President Aquino-Fike adjourned the meeting at 8:54 p.m.

The next regular meeting is scheduled for April 13, 2023.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: March 9, 2023

David Aranda, Interim General Manager

Alexandra Aquino-Fike, President of the Board

MONTHLY REPORT

MARCH 2023

KENSINGTON POLICE DEPARTMENT



10940 San Pablo Ave
El Cerrito CA, 94550
510-526-4141

March 2023 Monthly Report

Happenings

The Kensington Police Department’s two newest Volunteers in Policing (VIP), Mike Logan and Luke Stokes, assisted Sgt. Lande and Lt. Harms with making the 2023 Colusa Circle 5K Run a safe event. Both VIPs assisted with traffic control to help make the event safe. There were 157 registered runners who participated, and Zip Code East Bay matched every dollar raised totaling \$7,500 to support KIDS for the BAY’S environmental educational programs for under-resourced elementary schools in the East Bay.



Organization

- | | |
|--------------------|------------|
| 1. Chief of Police | M. Gancasz |
| 2. Lieutenant | B. Harms |
| 3. Sergeant | A. Nath |
| 4. Sergeant | B. Lande |
| 5. Officer | J. Fajardo |
| 6. Officer | M. Farley |
| 7. Officer | D. Payne |
| 8. Officer | M. Smith |
| 9. Officer | Vacant |
| 10. Support Staff | J. Haynes |
| 11. Volunteer | L. Stokes |
| 12. Volunteer | M. Logan |
| 13. Volunteer | E. Woo |

March 2023

Fleet.....One Car out of service
 CIBRS/NIBRS.....Compliant
 RIPA.....Compliant
 Training.....248 hrs.
 Volunteer Hours.....4.5 hrs.
 CCW Program.....Up to Date

March 2023

On duty Injuries.....Zero
 On duty collisions.....Zero
 Complaints.....Zero
 Compliments.....One
 COVID Exposure..... Zero

PATROL OPERATIONS

INCIDENT SUMMARY	
DESCRIPTION	COUNT
Incidents Captured	888
Public Calls for Service	200
Officer Initiated Events	688
Traffic Stops	45
Citations Issued	32
Arrests	2
Reports taken	22

PART 1 CRIMES	
DESCRIPTION	COUNT
Assault	0
Murder	0
Sex Offenses	0
Robbery/Extortion	0
Burglary	3
Theft	4
Arson	0

INCIDENTS BY TYPE		
INCIDENT TYPE	DESCRIPTION	COUNT
10-33	Alarm	16
11-24	Abandoned Vehicle	4
11-81	Vehicle Accident - Injury	1
11-82	Vehicle Accident - No Injury	3
11-83	Vehicle Accident - No Details	1
415 PC	415 PC - Disturbance of Peace	1
459 PC	Burglary	4
487 PC	Grand Theft	1
488 PC	Petty Theft	4
530.5 PC	Identity Theft	1
594 PC	Vandalism	4
602L PC	Enter & Occupy Property W/out Consent of Owner	1
911CALL	911 Call	21

AREACHK	Area Security Check	230
BEATINFO	Beat Info	5
COP	Community Oriented Policing	19
EXTPATRL	Request for Extra Patrol	263
FDLCKOUT	Lockout	1
FLAG	Flag down of Officer	2
FOLLOWUP	Case/Incident Follow-Up Activity	19
FOOTPTRL	Foot Patrol	3
HAZARD	Hazard	31
INFO	INFORMATION	9
MPAIDED	Citizen Assist	52
MPAUTO	Mis Pub Auto	6
MPCIVIL	Misc. Civil Matter	1
MPJUV	Juvenile Problem	1
OUTASST	Assistance to an Outside Agency	10
PARKER	Parking Citation	12
RIDER	Ride Along	2
ROADCLS	Road Closure	14
SECURITY	Security or Business Check	25
SUSCIRC	Suspicious Circumstance	13
SUSVEH	Suspicious Vehicle	8
TRFHAZ	Traffic Hazard	7
TRIP	Check Vehicle Registration & Status	21
VACWATCH	Vacant Home Watch	19
VEHSTOP	Vehicle Stop	45
WELFARE	Welfare Check	8

Total Incidents 888

March Patrol Log

- On Friday, March 3rd, Officers took a report of a catalytic converter theft from the 100 block of Avon Road.
- On Sunday, March 5th, Officers took a vandalism report at the Hilltop Elementary School. The top of the roof was tagged in orange spray paint graffiti, with the words "E10" and "HAHA." The case is being investigated.
- On Thursday, March 9th, Officers responded to an identity theft report in the 100 block of Arlington Court.
- On Monday, March 13th, at 4:55 pm, Officers responded to a vehicle collision in front of Youngs Market on Arlington Avenue.
- On Tuesday, March 14th, at 8:53 pm, Officers impounded a vehicle near Beverly Road.
- On Thursday, March 16th, Officers responded to a burglary report in the 100 block of Purdue Avenue. Approximately \$910.00 of construction equipment was stolen during the evening.
- On Thursday, March 17th, at 2:25 pm, Officers responded to a vandalism report at the cemetery. An unknown suspect damaged some flowerpots.
- On Tuesday, March 21st, at 3:20 am, Officers attempted to stop a reckless driver who fled at a high rate of speed. Officers did not pursue the suspect.
- On Friday, March 24th, at 5:20 pm, Officers responded to a residential burglary in the 100 block of Lawson Road, where they detained four juveniles fleeing the scene. The homeowner, who was not at the location, refused prosecution. The juveniles were turned over to their parents.
- On Tuesday, March 29th, at 5:48 pm, Officers responded to a residential burglary in the 100 block of Arlamont Drive. The investigation showed the rear sliding glass door was smashed, and \$1,200 worth of jewelry was stolen. The investigation is ongoing.
- On Thursday, March 30th, at 11:47 am, Officers attempted a traffic enforcement stop on a white Toyota van; however, the vehicle failed to yield, and the brief pursuit was terminated without incident.
- On Friday, March 31st, at 1:20 pm, Officers were dispatched to a shoplifting call in the 300 block of Arlington Avenue. An unknown person wearing a mask and hoodie entered the store and took three cartons of Marlboro cigarettes valued at \$348.55. The suspect fled the store. Area checks for the suspect were fruitless.

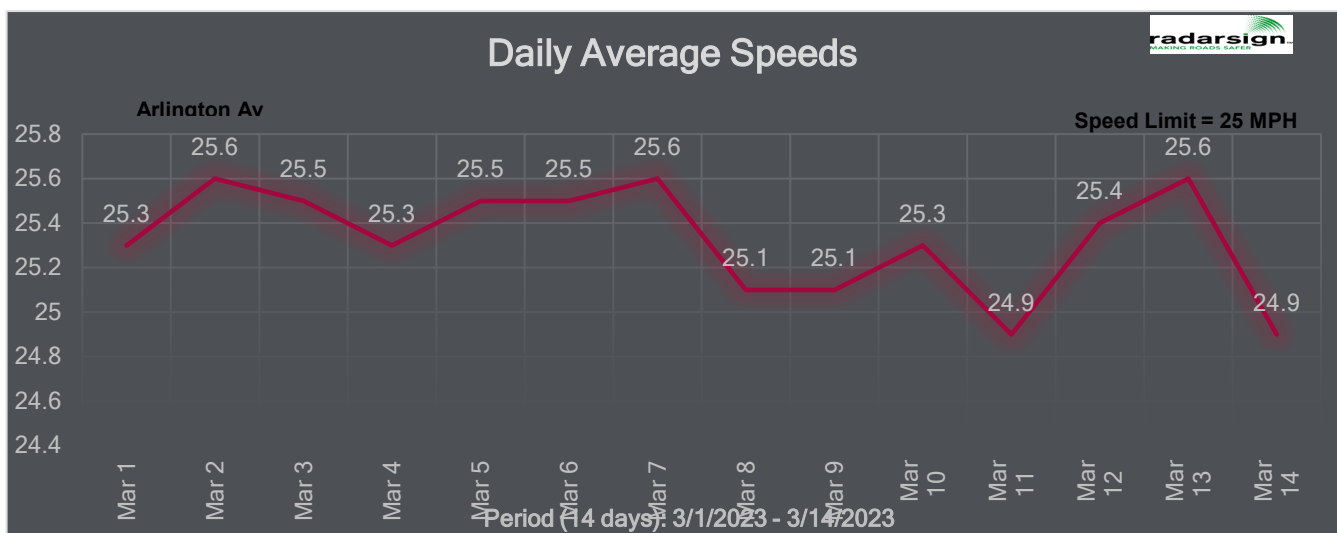
Traffic Safety

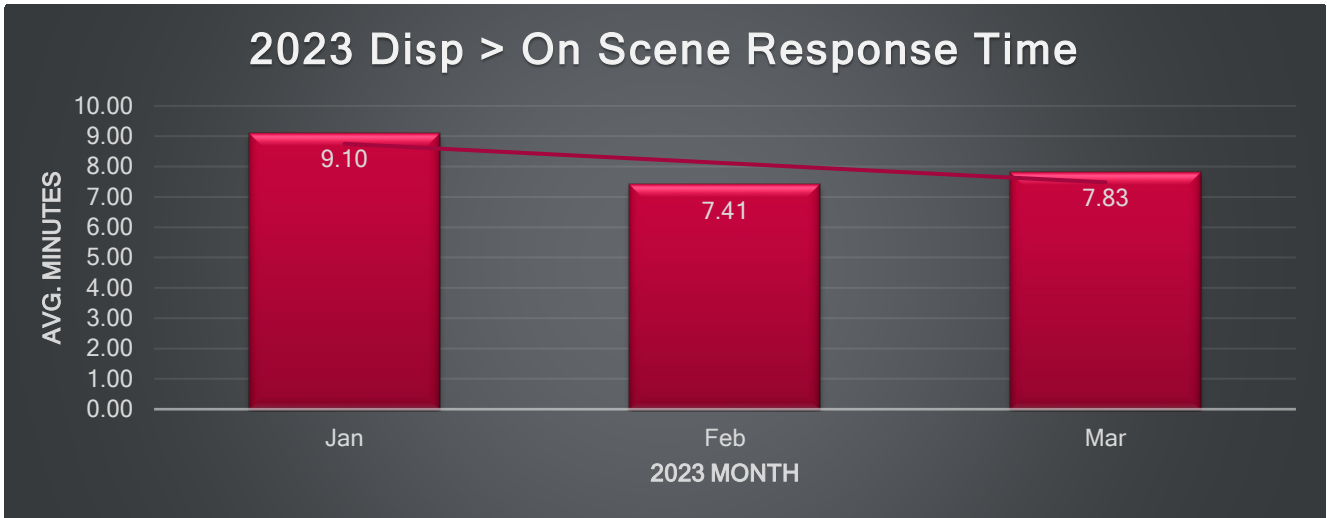
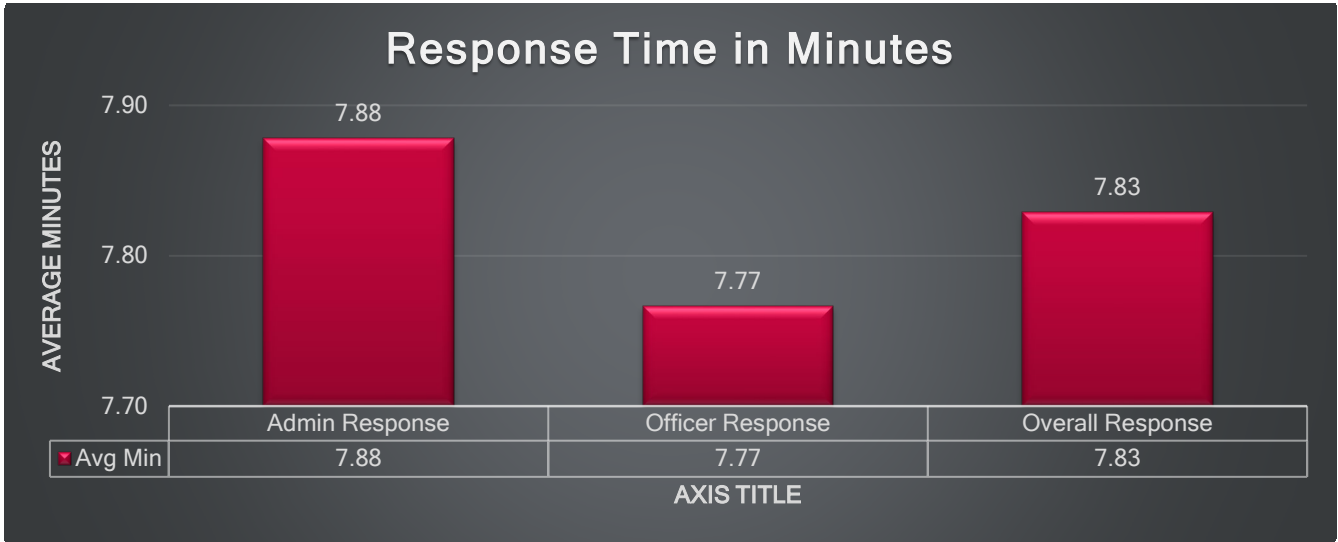
During March, traffic collisions were down 50%, from 4 to 2 and there was one online supplemental traffic safety report resulting in a citation being issued.

Officers coordinated road closures with utility companies resulting from storm damage. All closures were initiated by utility companies, and they include PG&E, Contra Costa County Public Works, and EBMUD.

Officers regularly monitor speeding on Arlington Av and observed average speeds remained consistent with February (24.35MPH). The average vehicle speed on Arlington Ave is consistent with the 25 MPH posted speed, showing a two-week average speed of 25.33. There is a minor fluctuation between average and peak speeds with most speed violations occurring between 1130 hours and 1430 hours. There are no obvious speeding trends associated with days of the week.

During the two-week review period 26,577 cars passed the radar sign, and 43 of those vehicles exceeded the speed limit by 15mph or more (down from 35 in February). For every 1000 cars passing the radar sign on Arlington Ave, 1.76 vehicles will exceed the speed limit by 15mph. The 85th percentile speed averaged 31.86 MPH. That means that 85% of all vehicles passing the radar had a speed no more than 6.86 mph above the speed limit. Of all the vehicles passing the radar, 5.7% of all vehicles exceeded the speed limit by 5 mph (a decrease from February 2023) and 0.003% exceeded the limit by 10 mph or more.





Response time for officers was not significantly changed from February to March.

Staffing

On March 13th, we welcomed newly hired police officer Marrkel Smith. Officer Smith was employed as a Legal Assistant with the Alameda County District Attorney's Office before becoming a Police Officer with the City of Fremont in 2009. Officer Smith is a lateral officer in the truest sense, having more than 15 years of law enforcement experience. We are lucky and excited to have him with us.

Training

This month, between March 20 - 31, Sgt. Brian Lande attended and completed a two-week POST mandated Supervisor's Course graduating with the 73rd Academy co-sponsored by the Alameda County Sheriff's Department and the Oakland Police Department. The course is required by the State for Police Sergeants to earn their Supervisor Certificate.



Chief Gancasz attended the California Police Chiefs Conference in Monterey March 12-15. Lieutenant Harms and Sergeant Nath supervised the department as Acting Chiefs during the Chiefs absence. Officer David Payne attended forty hours of POST mandated perishable skills training in Stanislaus County.

MARCH STORM CAUSES FLOODING AND MULTIPLE ROAD CLOSURES.

During the night of March 21st and into the early morning hours of March 22nd, Kensington Police responded to many calls from residents reporting fallen trees, power outages, flooding, and medical emergencies. Several trees fell and blocked streets throughout the district including:

Colusa Ave	Sunset Drive	Ardmore
Coventry	Arlington Ave	



Coventry Road was temporarily closed due to a fallen tree.



Sunset Drive was temporarily closed due to a fallen tree.



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: General Managers Report for the April 13, 2023, Board of Directors Meeting

This report covers the time period of March 7, 2023, through April 7, 2023

Another month has passed by, and it was a very busy month. Some highlights of the month included:

1. Numerous meetings with the CPA firm EideBailly. The issues that they are working on include CalPERS corrections, Social Security corrections, working with employees regarding benefit errors and payroll errors. Please note that because of the priority with employee-related concerns, the financials with the District have yet to be done. There is still uncertainty in regard to our fiscal year operations financially.
2. The Ardmore Path safety issue was repaired.
3. There continue to be trees that need removal as well as stump removal and other additional work. The General Manager has been working on quotes for this work.
4. I have had various discussions regarding park-related items. Jenny of KCC has been very helpful in working with us and bringing to our attention items that need to be addressed. As we move toward summer these items will hopefully be taken care of. Rosa and Fernando do a very good job of keeping track of various district-related issues at the park.
5. I continue to meet residents of Kensington and have had some good discussions with various folks.
6. Researched various items in preparation for the board meeting and regarding District operations.
7. Interacted with the Chief on various matters and established a process for handling requests for Public Records.
8. Met with the President of the Kensington Police Officers Association to discuss various concerns/issues.
9. Contacted the owner of the grocery store about graffiti on the wall.
10. Weekly meetings with Mary Morris-Mayorga, General Manager for KFPD.

Recreation Office Report prepared by Jenny Parks Kensington Community Council April 1, 2023

KASEP:

The wet weather has had its challenges this month. A new session of KASEP began March 20th. We have had to move several of our outdoor classes to the Arlington Community Church for indoor classes because of the stormy weather. March 14th we lost power and Neighborhood school had to close but we stayed open and continued KASEP classes. We try not to cancel our classes unless absolutely necessary.

We will not be offering KASEP classes to TK students next year. There are only 20 students enrolled in the TK program.

No KASEP classes the week of April 3rd-7th for Spring Break.

KCC SUMMER CAMP:

Summer Camp runs for 9 weeks, starting June 12th and ending August 11th. The camp day is 9-5 with the option of morning and after care. The cost of the camp is \$400 per week. Campers must be entering first through entering 6 graders, in the fall 2023. Summer Camp planning is in the works and camp online registration started Tuesday, February 28th. We still have space in weeks 4 and 6. Kelly Barry will be returning for her 3rd year as KCC Summer Camp Director and we have started interviews for new councilors and CITs.

KCC:

We had no leaks in the recreation building but the gutters do need to be replaced or repaired. There was some flooding in the community center on March 22nd that damaged some of the gymnastics mats. We are looking for a plastic pallet to place under the mats so that they will stay at least a couple of inches off the ground. Most of the equipment is elevated in the storage space. This flood happened because the power was out and the electric pump was not able to pump the water. There is also another tree down behind the community center that fell this month.

Dirk Nagle donated new basketball nets to replace the torn nets that have been on the BB hoops and someone else also donated and installed new nets the same day. So we have spare nets.

Adult Classes

Adult class enrollment is low and we continue to try and get the word out about our great teachers and class offerings. We hope to have some new classes starting once we have a new contract with the district.

Tai Chi with Nobuo Nishi Weds & Fridays 9:30-11am. Community Center, drop in fee of \$15
Strength & Balance Yoga with Anja Borgstrom Tuesdays 8:30am and Gentle Yoga Thursdays 11:30am in the Community Center, drop in fee of \$20.

Family Yoga will continue at the park on Saturday mornings at 10am for kids 2 to 5 and 11am for kids aged 6 to 12, near the Recreation Building.



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Ratify the March 2023 Bills Paid

Recommendation

Ratify the March 2023 bills

Attachments

Contra Costa Check Transmittals – March 2023

03/07/23

Kensington Police Protection & Community Services District
Contra Costa Check Transmittal - Fund 325500, Account 0830
March 1 - 13, 2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Split</u>	<u>Credit</u>
Mar 1 - 13, 23	Check	03/07/2023	22629	CCC Treasurer's Office	Contract # 077-0000620-002 (Wire for US 112	General Fund	563 · Vehicle Lease	1,300.05
Mar 1 - 13, 23								<u>1,300.05</u>

3/9/2023

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Sylvia Haca
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Sylvia Haca

3/9/2023


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Lisa Mundis
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Lisa Mundis

Type	Date	Num	Name	Memo	Account	Split	Credit
Mar 8 - 13, 23	Check	03/13/2023	22630	All City Management, Inc.	Inv #83640 (Feb. 5-18, 2023)	112 · General Fund 560 · Crossing Guard	1,102.82
Check	03/13/2023	22631	Amazon	INV 11VX-PP6M-7GD9 (020123-02282)	112 · General Fund 216 · Amazon Capital	1,138.34	
Check	03/13/2023	22632	BIGO TIRES	INV 195809 and INV196006 (K2)	112 · General Fund 561 · Fleet Expense	4,523.64	
Check	03/13/2023	22633	C & J Cleaning Services	INV #0617 for February 2023 (02/01-02/11)	112 · General Fund 868 · Janitorial	1,150.00	
Check	03/13/2023	22634	City of El Cerrito	INV #215288 License fees (OCT-DEC 2022)	112 · General Fund 983 · Building Temporary Relocation	1,071.00	
Check	03/13/2023	22635	Comcast	Acct#8155-40-044-0278610 59 Arlington	112 · General Fund 642 · Utilities-Community Center	181.92	
Check	03/13/2023	22636	Occupational Health Centers of California	INV 78055296 & 78354535	112 · General Fund 572 · Hiring	2,494.00	
Check	03/13/2023	22637	Delta Dental	March 1 - 31, 2023 coverage period	112 · General Fund 199 · Suspense	1,575.93	
Check	03/13/2023	22638	CCC Dept. of Information Technology	INV 15158, 15162, 15167	112 · General Fund -SPLIT-	209.10	
Check	03/13/2023	22639	David Aranda	Travel reimbursement 02/13-17 & 02/20-22	112 · General Fund 831 · Training and Travel Admin	1,807.94	
Check	03/13/2023	22640	Amit H. Nath	Police Training Reimbursement (030123-030123)	112 · General Fund 570 · Training and Travel Exp	300.00	
Check	03/13/2023	22641	Kanchana Borisuthiratana	Mileage reimbursement on 03/08/2023	112 · General Fund 818 · Mileage Reimbursement	16.38	
Check	03/13/2023	22642	AFLAC	INV #849335 Billing for February 2023	112 · General Fund 522 · Officer Life Insurance	765.80	
Check	03/13/2023	22643	EBMUD	Parks Water 55377100001 (01/03/2023-02/28/2023)	112 · General Fund 656 · Utilities	260.34	
Check	03/13/2023	22644	Fernando Herrera	Invoice date 022223 Landscaping	112 · General Fund -SPLIT-	760.00	
Check	03/13/2023	22645	Galls Incorporated	A/C# 3524376, INV #23554246, 2357121	112 · General Fund -SPLIT-	1,566.99	
Check	03/13/2023	22646	Great America Financial Services	INV#33537522 02/27/2023	112 · General Fund 820 · Copier Contract	245.08	
Check	03/13/2023	22647	Greg Harman	Medical Part B - Coverage period for API 11/22-02/28/2023	112 · General Fund 521-R · Medical/Vision/Dental-Retired	296.40	
Check	03/13/2023	22648	CCC Treasurer's Office	Wire for KPOA Union Dues for PR Check 02/28/2023	112 · General Fund 229 · KPOA Dues, Legal Def., Survivor	900.00	
Check	03/13/2023	22649	LEHR	INV S183994	112 · General Fund 561 · Fleet Expense	122.79	
Check	03/13/2023	22650	Major Alarm	INV #37758 02252023 for Mar 2023 ser 112	112 · General Fund 642 · Utilities-Community Center	30.50	
Check	03/13/2023	22651	Maze and Associates	INV 48208 January 2023 Accounting Ser 112	112 · General Fund -SPLIT-	11,810.00	
Check	03/13/2023	22852	Nigro & Nirgo PC	INV #17567 Final Billing 2021/22	112 · General Fund 840 · Accounting/Audit	7,500.00	
Check	03/13/2023	22853	Nippon Life Insurance Company of America	Inv #777187 (Mar & Apr 2023)	112 · General Fund 522 · Officer Life Insurance	156.00	
Check	03/13/2023	22654	PG&E	Acct # 1525420294-6 Stmt Date 02/27/2023	112 · General Fund 580 · Utilities - Police	981.52	
Check	03/13/2023	22655	PTS - Pacific Telemanagement Services	Inv#2101773 Date 02/23/2023 Service P 112	112 · General Fund 642 · Utilities-Community Center	78.00	
Check	03/13/2023	22656	Renne Public Law Group	thru January 31, 2023	112 · General Fund -SPLIT-	5,523.00	
Check	03/13/2023	22657	Rubiconn LLC	INV #116770 March 2023	112 · General Fund 564 · IT and Communications	3,796.61	
Check	03/13/2023	22658	Smile Business Products, Inc.	INV #1101289	112 · General Fund 820 · Copier Contract	278.38	
Check	03/13/2023	22659	Streamline	INV #4E33FC18-0028 MAR 2023	112 · General Fund 815 · Admin Communications	200.00	
Check	03/13/2023	22660	USbancorp	INV #495087157	112 · General Fund 563 · Vehicle Lease	3,309.54	
Check	03/13/2023	22661	Vision Service Plan	March 2023	112 · General Fund -SPLIT-	323.10	
Check	03/13/2023	22662	Wex Bank - Chevron	INV # 87729644	112 · General Fund 561 · Fleet Expense	617.43	
Check	03/13/2023	22663	Wex Bank - Exxon	Acct#369-677-649-5 INV #87736836 March 1-15, 2023	112 · General Fund 561 · Fleet Expense	1,623.13	
Check	03/13/2023	22664	William Driscoll	March 1-15, 2023	112 · General Fund 651 · General Maintenance	700.00	
Check	03/13/2023	22665	CCC Treasurer's Office	Payroll Wire for 03-15-23 Period for 02/15-02/28/2023	112 · General Fund 199 · Suspense	77,345.03	
							134,760.71

Mar 8 - 13, 23

David Aranda

Lisa Mundis

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Kensington Police Protection & Community Services District
Contra Costa Check Transmittal - Fund 325500, Account 0830

March 20 - 31, 2023

	Type	Date	Num	Name	Memo	Account	Split	Credit
Mar 20 - 31, 23	Check	03/21/2023	22666	PERS-Contra Costa Co. Treasurer	CalPERS Health Premium April 2023, Pa 112	General Fund	-SPLIT-	51,917.25
	Check	03/21/2023	22667	PERS-Contra Costa Co. Treasurer	Retired Annuitant Late Fee for 1/1/23 & 2 112	General Fund	-SPLIT-	8,600.00
Mar 20 - 31, 23								<u>60,517.25</u>

David Aranda

Lisa Mundis

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 3/20/2023

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 3/20/2023

**Kensington Police Protection & Community Services District
Contra Costa Check Transmittal - Fund 325500, Account 0830
March 28 - 31, 2023**

Type	Date	Num	Name	Memo	Account	Split	Credit
Mar 28 - 31, 23							
Check	03/28/2023	22668	All City Management, Inc.	Inv #83937 (Feb.19 - Mar. 4, 2023)	112 · General Fund	560 · Crossing Guard	612.68
Check	03/28/2023	22669	Arbor Culture Consulting	Invoice date 121322	112 · General Fund	647 · Legal/Consulting	1,150.00
Check	03/28/2023	22670	Axon Enterprise, Inc.	INV #INUS140990	112 · General Fund	553 · Police Equipent and Supplies	6,521.82
Check	03/28/2023	22671	CCC - Sheriff - Forensic Services	INV #KPD-2301	112 · General Fund	568 · Evidence	575.00
Check	03/28/2023	22672	CCC Office of the Sheriff	INV 23-3453 Range use for February 2023	112 · General Fund	570 · Training and Travel Exp	195.00
Check	03/28/2023	22673	C & J Cleaning Services	INV #0623 for March 2023 & #0624 for C	112 · General Fund	-SPLIT-	3,050.00
Check	03/28/2023	22674	Department of Justice	INV #643105	112 · General Fund	-SPLIT-	98.00
Check	03/28/2023	22675	EBMUD	Parks Water 11217900001 1/7/23-3/9/23	112 · General Fund	656 · Utilities	60.28
Check	03/28/2023	22676	David Aranda	Travel reimbursement 03/02-10 & 03/12-18	112 · General Fund	-SPLIT-	3,286.92
Check	03/28/2023	22677	Kanchana Borisuthiratana	Mileage reimbursement on March 13, 21, 112	112 · General Fund	818 · Mileage Reimbursement	36.04
Check	03/28/2023	22678	Fernando Herrera	Invoice date 03142023 & 03262023	112 · General Fund	-SPLIT-	3,915.00
Check	03/28/2023	22679	Galls Incorporated	A/C# 3524376, INV #23827969, 2382436	112 · General Fund	-SPLIT-	753.01
Check	03/28/2023	22680	Gridiron Training	INV 057 (FTO 24 Hour Update Course)	112 · General Fund	570 · Training and Travel Exp	300.00
Check	03/28/2023	22681	Michael Botchan	March 18, 2023 - Removal of oak tree an	112 · General Fund	652 · Repairs	1,000.00
Check	03/28/2023	22682	Mobile Modular	INV #2394632 Site Location 10940 San F	112 · General Fund	-SPLIT-	5,630.25
Check	03/28/2023	22683	NBS Government Finance Group	Inv# 202303-1439, District Administration	112 · General Fund	-SPLIT-	2,621.13
Check	03/28/2023	22684	PG&E	ACCT #5692102339-8, Statement Date C	112 · General Fund	642 · Utilities-Community Center	475.04
Check	03/28/2023	22685	Renne Public Law Group	thru January 31, 2023 INV 9475	112 · General Fund	830 · Legal (District/Personnel)	31,182.73
Check	03/28/2023	22686	Renne Public Law Group	Past invoices 2022 from March to Decem	112 · General Fund	-SPLIT-	62,939.25
Check	03/28/2023	22687	Rubiconn LLC	Inv #116869 April 2023	112 · General Fund	564 · IT and Communications	4,665.20
Check	03/28/2023	22688	Rex Key and Security, Inc	INV 866523	112 · General Fund	553 · Police Equipent and Supplies	271.22
Check	03/28/2023	22689	Smile Business Products, Inc.	INV #1107577 from 032123 - 042023	112 · General Fund	820 · Copier Contract	186.83
Check	03/28/2023	22690	US Bank CCard	ACCT 4866 9145 5552 5747 Stmt 03-10-	112 · General Fund	213 · Cal Card #12227	19,464.42
Check	03/28/2023	22691	CCC Treasurer's Office	Contract # 077-0000620-002 (Wire for U	112 · General Fund	563 · Vehicle Lease	1,300.05
Check	03/28/2023	22692	Verizon Wireless	INV #9929450799 Feb 7 - Mar 6	112 · General Fund	-SPLIT-	776.38
Check	03/28/2023	22693	Vision Service Plan	Past due for November 2022	112 · General Fund	-SPLIT-	161.55
Check	03/28/2023	22694	Walnut Creek Ford	INV 995683 03/20/2023	112 · General Fund	561 · Fleet Expense	171.88
Check	03/28/2023	22695	William Driscoll	March 15 -31, 2023	112 · General Fund	651 · General Maintenance	700.00
Check	03/28/2023	22696	CCC Treasurer's Office	Wire for KPOA Union Dues for PR Check	112 · General Fund	229 · KPOA Dues, Legal Def., Survivor	900.00
Check	03/28/2023	22697	CCC Treasurer's Office	Payroll Wire for 03-30-23 Period for 03/0	112 · General Fund	199 · Suspense	68,329.14
Check	03/28/2023	22698	PERS-Contra Costa Co. Treasurer	CalPERS, Payment Authorization Date 0:	112 · General Fund	-SPLIT-	12,856.65
Check	03/28/2023	22699	EBMUD	A/C#55376400001 Svc Period Ending 01	112 · General Fund	642 · Utilities-Community Center	350.37
Check	03/28/2023	22700	Eide Bailly LLP	INV# EJ01474815 Consulting Services fr	112 · General Fund	840 · Accounting/Audit	26,848.24
Check	03/28/2023	22701	PERS-Contra Costa Co. Treasurer	CalPERS, Payment Authorization Date 0:	112 · General Fund	224 · PEBSCO	500.00
Check	03/28/2023	22702	PERS-Contra Costa Co. Treasurer	Retired Annuitant Late Fee	112 · General Fund	898 · Other Expenses	8,400.00
Mar 28 - 31, 23							270,284.08

Deciphered by:
David Aranda
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David Aranda

Deciphered by:
Lisa Mundis
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Lisa Mundis

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DA

3/28/2023

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3/28/2023



Date: April 13, 2023
To: Board of Directors
From: Alexandra Aquino-Fike, Board President
Subject: Discussion and Action in Regard to Communicating to the Kensington Fire Protection District a Request to Reserving Space in the Public Safety Building

Background

The Kensington Police Protection and Community Services District formed a committee with the following purpose: “to investigate and recommends a permanent location for the police and district offices within the borders of Kensington.” Board President Aquino-Fike will make a verbal presentation to the Board of Directors in conjunction with the above noted subject item.



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Appoint an Individual to the Board of Directors for the Kensington Police Protection Community Services District

Recommendation

Motion to appoint an individual to the Board of Directors for the Kensington Police Protection Community Services District.

Background

Director Eileen Nottoli resign as a Board Member effective February 10, 2023. The Board held a special meeting on February 23, 2023 and the Board approved posting the notice of vacancy and placing applications on line and in the office.

The notice of vacancy stated that the application deadline is Monday April 3, 2023 and that at the regular meeting of April 13, 2023 the Board would appointment an individual to the Board of Directors for Kensington Police Protection Community Services District.

There were four applications submitted for the vacant seat. The applicants are as follows: Jonathon Angell, Candace Capogrossi, David Spath and Lynn Wolter. Their completed applications and additional paperwork are attached. Please note that on Friday, April 8, 2023 Jonathon Angell withdrew his interest in serving on the Board.

The General Manager recommends the following process in seating a fifth board member:

1. Carefully review each candidate's application and paperwork submitted.
2. A Director make a motion to appoint one of the individuals to the Board. If there is no second there will be a need to move on to another candidate. If there is a second, a vote will be taken and by a vote of three affirmative ayes, that individual would be appointed to the Board. Should there not be three aye votes, the process would continue until a majority of the board appoints one of the candidates.
3. The individual appointed will be sworn in prior to the May Board meeting.

Appoint Board Member to KPPCSD Board

April 13, 2023

Page 2 of 2

Attachments

- Candace Capogrossi application and additional paperwork
- David Spath application and additional paperwork
- Lynn Wolter application and additional paperwork



Kensington Police Protection & Community Services District

Date: April 11, 2023

To: Directors of Kensington Police Protection Community Services District, Candidates for the vacant board seat and the public.

From: Board President Alexandra Aquino-Fike

Subject: Board Appointment Process

Please note the following process that will take place for Agenda item number 15, Discuss and select a Board Member for the KPPCSD Board:

1. Directors Aquino-Fike, Duggan, Gough and Hacaj will have prepared one question to ask the three Board Candidates.
2. Each director will direct his or her question to the three candidates. Please have the question prepared so that no more than one minute is used for the question.
3. Each candidate will respond to each question not using more than two minutes to answer the question.
4. Following the Q&A portion, President Aquino-Fike will ask if the directors have any additional comments to make, if none a nomination for the board seat will be requested.
5. Any members of the public wishing to comment will be acknowledged by The Board President and will have a maximum of two minutes to comment.
6. After a nomination and a second a vote will be taken, and assuming that, at least three votes are ayes that individual will appointed to the vacant board seat for the May 2023 board meeting.



Date and Time Received

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH David Aranda, KPPCSD Interim General Manager (DAranda@kppcsd.org) by Monday, April 3, 2023

---APPLICATION FOR APPOINTMENT TO THE KPPCSD BOARD OF DIRECTORS---

This application is to fill a vacancy on the KPPCSD Board of Directors. The KPPCSD Board of Directors will review all submitted applications provided the applicants satisfy the stated qualifications. The Board may hold a public interview process for each candidate. This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the KPPCSD Board of Directors as a part of a noticed public meeting. Only Kensington residents who are registered voters in Kensington will be eligible for appointment.

Name: Candace (Candy) Capogrossi

Residence Address: [REDACTED] Kensington CA 94707

Mailing Address (if different): _____

E-mail: [REDACTED]

Phone Number: [REDACTED]

Are you currently a registered voter and a resident of Kensington, or will you be at the time of an appointment? (yes or no)

Please include **your resume** and answer the following questions on a separate sheet(s) of paper.

1. Why do you want to be appointed to the KPPCSD Board of Directors?
2. Over the last two years, what issues have been interesting to you that have resulted in your participation at Board meetings?
3. What are your top three priorities for Kensington?
4. What relevant skills, experience and expertise do you bring to serving as a KPPCSD Board of Director?

CANDACE CAPOGROSSI

Professional Summary

34 year career in affordable housing. Deputy Executive Director for Santa Clara County Housing Authority for 11 years prior to retiring. Certified Property Manager (*PMI*). Served in many roles of the Housing Voucher Program. Maintained 98% lease up and achieved *Moving to Work* status which gave the agency flexibility. Represented the agency on many intergovernmental committees and non profit boards including *Work Force Industry* and *Homeless* issues. Ability to relate very well with staff, tenants and owners in resolving conflict. Lifelong passion for support of equity in all aspects of life.

Experience

Consultant, Episcopal Community Services, San Francisco CA
2/2019 - 5/2019

- Created and implemented a *Rapid Rehousing Program* for 100 homeless in 4 months.
- Worked cooperatively with San Francisco City Officials and nonprofits to get people jobs and housing.
- Created reports, audit process, crisis resolution, and met goals.

Deputy Executive Director, Santa Clara County Housing Authority, San Jose, CA
8/1976 - 1/2011

- Deputy Executive Director for 11 years after fulfilling various management positions as Section 8 Director and Supervisor.
- Oversaw all Departments related to Housing including Housing Management, Human Relations, Maintenance, and Nonprofit housing developments.
- Selected as a *Moving to Work* Agency, we maintained 98% lease up in the *Housing Voucher Program*.
- Oversaw the conversion of public housing units to *Housing Choice Voucher Program*.
- Served as *NAHRO* President for Pacific Southwest and encouraged training and life long learning for my colleagues.
- Created a Scholarship Program that has funded hundreds of clients.
- Awarded a Congressional mention for cooperative government relations with Federal, State and County organizations.
- Deep program knowledge of all *Hud* supported Housing Programs.

Education

Ithaca College, BA, Ithaca, NY

ADDITIONAL INFORMATION FOR YOUR CONSIDERATION

I have been a resident of Kensington for 12 years after retiring and wanting to spend more time with my family. My daughter, son-in-law and 2 grandchildren live down the street and it's been a great joy to participate in their lives and activities when needed.

I became a member of the Kensington Property Owners Association approximately 3 years ago. I belong to the El Cerrito Soroptimist Club which covers the area of Kensington, Berkeley, Albany and El Cerrito and am a member of their board. Their purpose is to provide scholarships and other types of support for women in the area and a special project in Africa.

I am working part time for the City of Alameda Housing Authority overseeing a summer intern program for local college students interested in the field of housing.

I met many Kensington residents when I spear headed a fundraiser to help the parents of a young man working at Youngs Market named Prabesch. His parents had lost their home in an earthquake in Nepal. I put an ad in Next Door asking if those who wanted to help would come to a meeting at my house. An amazing group of volunteers showed up and together we created an art, wine, music, and cultural festival at the Community Center that raised \$20,000 and helped his family rebuild their home. By the way, Prabesch left the grocery business and completed his degree in Computer Science. He and his fiancée live in St. Louis. It was a great honor to meet his parents and brother and have dinner together. The generosity and Kensington spirit of caring for a family we had never met, but could help, was something I will never forget.

My years working for a public agency helped me to develop the ability to see different points of view such as tenants, owners, neighbors as well as decipher government policies while looking for opportunities through grants and other funding opportunities. We are a small town that shares many of the issues of much larger towns and cities, but with a smaller tax base to reach our goals. My desire is to be part of maintaining transparency, fact finding and collegial relations with the board, residents, departments, and the County of Contra Costa. Thank you for your consideration.

1. Why do you want to be appointed to the KPPCSD Board of Directors?

A vacancy during this important time of transition will slow down progress towards all the important actions needed. You have a new board that was duly elected and bring a variety of backgrounds to bear. My 34 year career in a public government agency brings a background of understanding the Brown Act, PERS, local, state and federal laws, dealing with a diverse population for critical problem resolution, the importance of personnel management and training, overseeing grant applications, maintaining relations with other similar entities to share ideas, planning and monitoring budgets, public communication through various medias and much more. During my retirement I have consulted with a nonprofit agency establishing programs for the homeless population in San Francisco and currently I am working part time on a summer intern program for the City of Alameda Housing Authority. While these are not programs needed here, it demonstrates a broad set of skills that involve being creative, resourceful and a good communicator. I believe my public agency background and collaborative style of management would make me a good addition to the KPPCSD Board.

2. Over the last two years what issues have been interesting to you that have resulted in your participation at Board meetings?

Improving professionalism of the Police Department with the hiring of a permanent Police Chief and more. Challenges with permanent staffing. Finding a permanent and suitable home for the police staff. Communication challenges between the Fire Board and KPPCSD. Conducting business on Zoom. General Manager Reports. Potential of Consolidation.

3. What are the three top priorities for Kensington?

Being fiscally sound enough to meet obligations, finding the best location for the Police staff, long term plan for consolidation.

4. What relevant skills, experience and expertise do you bring to serving as a KPPCSD Board of Director?

My skills in communication, critical thinking, asking questions, calm demeanor and collegial abilities come from my 34 years at the Santa Clara County Housing Authority. In particular, my last 11 years as Deputy Executive Director overseeing one of the largest Housing Authorities in the country gave me experience in all facets of management of public relations and the business of budget, personnel, legal, maintenance management of many facilities, contracting gave me expertise in budget management and budget forecast, crisis management, and the ever changing public regulations plus dealing with various media. There were learning lessons along the way and "war stories" of course that helped develop me as an excellent administrator. Finally, it's important to let the professionals do their job and keep you apprised.

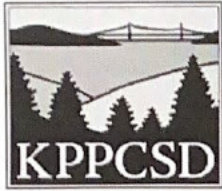
5. Provide your approach in handling a situation or matter that has very divisive points of view or conflicts with your personal philosophy?

The first approach is to know there will be divisive points of view based on peoples understanding or lack of understanding about the cost of good government, priorities that conflict with their individual points of view. There is a time for listening and asking pertinent questions with respect and thanks and a time to look at all the facts and make a decision. Not everyone will agree and that's to be expected. Regarding my personal philosophy, unless there is disregard for civility, violation of code of conduct with threats or yelling, it is my job to remain as a neutral person and acknowledge that you may have bias toward a subject but once you are aware ,listening to other perspectives with an open heart.

6. If you could change one thing about how Kensington operates what would it be?

Once assuming the position, I may change my perspective, but it seems things become a lot more transparent as they progress. Information on costs benefits and downsides of various projects keep changing and decisions then changed don't make sense to the public`.If I could influence the general population, I would encourage them to realize change is coming whether we like it , to read the Outlook, come to meetings and attempt to avoid group think.

Candace Capogrossi 3/29/23



Date and Time Received

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH THE KPPCSD
Clerk of the Board BY XXXXX

----APPLICATION FOR APPOINTMENT TO THE KPPCSD BOARD OF DIRECTORS----

This application is to fill a vacancy on the KPPCSD Board of Directors. The KPPCSD Board of Directors will review all submitted applications provided the applicants satisfy the stated qualifications. The Board may hold a public interview process for each candidate. This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the KPPCSD Board of Directors as a part of a noticed public meeting. Only Kensington residents who are registered voters in Kensington will be eligible for appointment.

Name: David Spath

Residence Address: [REDACTED]

Mailing Address (if different): [REDACTED]

E-mail: [REDACTED]

Phone Number: [REDACTED]

Are you currently a registered voter and a resident of Kensington, or will you be at the time of an appointment? Yes (yes or no)

Please include **your resume** and answer the following questions on a separate sheet(s) of paper.

1. Why do you want to be appointed to the KPPCSD Board of Directors?
2. Over the last two years, what issues have been interesting to you that have resulted in your participation at Board meetings?
3. What are your top three priorities for Kensington?
4. What relevant skills, experience and expertise do you bring to serving as a KPPCSD Board of Director?

5. Please give an example of how you would resolve a situation where your personal philosophy is at odds with what is best for Kensington.
6. How would you handle a matter that has very disparate points of view?
7. If you could change one thing about how Kensington operates, what would it be and why?
8. What do you see as the role of the KPPCSD Board of Directors and of the District Staff?

You may also provide any additional information or comments you feel would assist the KPPCSD Board of Directors in considering your application.

Please note: At the time you would be named to the KPPCSD Board of Directors, you must be:

- At least 18 years of age and a resident and registered voter in Kensington.
- You must maintain Kensington residency and registered voter status throughout your term of office.
- Also, at the time of appointment (and annually as well as at the completion of your service), you will be required to complete and file a public Form 700 with the California Fair Political Practices Commission. Form 700 filings allow the public to know of any potential conflicts of interest related to your public service. These conflicts can relate to employment, property ownership, loans and gifts, stock ownership, and more. You are also required to disclose certain financial interests of your spouse (if applicable).
- During your term on the Board of Directors, you will be required to identify any potential conflicts (often with the assistance of the District Counsel) and to recuse yourself from voting on or otherwise influencing any action that might cause a financial or other conflict.

Please sign and return this form with the questions answered via an email to Lynelle Lewis, Clerk of the Board, at llewis@kppcsd.org. You may also drop off the form, answers and resume at the Public Safety Building, 217 Arlington Avenue, Kensington. On the envelope, please write "Attention Lynelle Lewis, Clerk of the Board." Please do not mail the form, as it may not arrive at District offices by the deadline. If you have any questions about this application, please call Ms. Lewis at 510-526-4141.

I David P. Spath (print name) swear/affirm that the foregoing information is true and correct.

David P. Spath
Applicant's Signature

April 2, 2023
Date

Board Application Questions

1. Why do you want to be appointed to the KPPCSD Board of Directors?

I have always believed in the importance of public service. My working career with the State of California involved activities that were dedicated to promoting the public health and welfare. For that same reason I volunteered and served on the KPPCSD Ad Hoc Committee for Governance and Operations Structure and presently serve on the KFPD's Emergency Preparedness Committee. Being a member of the KPPCSD Board of Directors I would allow me to serve Kensington residents to help maintain and improve the services that the district provides.

2. Over the last two years, what issues have been interesting to you that have resulted in your participation at Board meetings?

There have been several issues that have been of interest.

a. The renovation of the Public Safety Building (PSB) and its relationship to the location of the police department.

I have been following the issue since the KFPD published the Public Safety Building Facility Assessment and Master Plan in 2017.

b. The KPPCSD's finances and financial situation.

The district has limited revenue streams and I have been interested in the District's efforts to meet its financial obligations while maintaining a prudent reserve.

c. Consolidation of the KPPCSD and KFPD

Consolidation of the two districts has recently been of interest to both districts. As an advocate I have been encouraged that the board has taken a positive approach to the issue.

d. Maintenance of Police Services

The hiring difficulties have resulted in past staffing problems. I have been concerned about how services can be maintained with fewer officers. In particular, addressing traffic issues on heavily traveled streets such as Purdue Avenue where I live while still effectively patrolling the community.

3. What are your top three priorities for Kensington?

a. Location of the Police Department

The board is presently in the process of identifying potential locations for the police department including co-location in a renovated PSB. Each potential location should undergo a cost-benefit analysis that evaluates financial impact as well as the impact on police operations.

b. Maintaining Financial Stability

Presently the district is in reasonably good financial shape with an estimated fund balance of approximately \$2M, of which approximately \$1.5M is obligated based on the FY 2022/2023 amended budget and revenue from property taxes, the largest revenue source, are up over 4% from the budget projection. However, short and long-term financial planning will be necessary as expenses will be rising with the implementation of the Police MOU and the potential fiscal effect of the police department location decision. In addition, park operation and maintenance costs continue to exceed the revenue from the special park tax, which has resulted in use of the General Fund to make up the difference.

c. Consolidation of KPPCSD and KFPD

Kensington is the only community in the state that has two separate governmental entities providing protective services within the same jurisdictional boundaries. Unlike cities, towns and special districts that have a single governing body that decides the priorities for spending community funds, Kensington has two agencies making spending decisions in isolation. This situation also results in maintaining two separate administrative staffs, which is inefficient and costly. The Local Agency Formation Commission (LAFCO) in separate municipal services reviews of

both districts recognized that this governance structure could be improved and recommended consolidation as an option. LAFCO indicated that “consolidation would offer opportunities to the community in exercising greater control over the share of local property tax dollars spent on fire, emergency medical services, law enforcement, and other services. Consolidation of KFPD with KPPCSD could streamline local government, and offer more options on allocating public safety funds within the community.”

d. Emergency Preparedness

I believe that emergency preparedness is an equally important priority for Kensington. Kensington is in a very high fire hazard severity zone and the Hayward earthquake fault runs through Kensington. During a wildfire the KPPCSD is responsible for overseeing evacuation procedures and maintaining traffic control as well as ensuring resident safety during an earthquake. Yet several years ago the KPPCSD dissolved its Emergency Preparedness Committee (EPC) while the KFPD has an active EPC. Coordination with the KFPD should be an imperative, which would not be an issue if the two districts were consolidated.

4. What relevant skills, experience and expertise do you bring to serving as a KPPCSD Board of Director?

During my more than three decade tenure working for the State Public Health Department I spent 10 years overseeing a large public health program principally responsible for regulating the state’s public water systems. The skills that I acquired managing that program involving a multimillion dollar budget and hundreds of staff will serve me well as a member of the board. That position also involved engaging with the public and learning to listen to and understand their concerns and priorities. I also served in several capacities where I learned the importance of being able to work with individuals and groups with different opinions to achieve an acceptable outcome including: Chair of the US Environmental Protection Agency’s National Drinking Water Advisory Council as well as Chair of KPPCSD’s Ad Hoc Committee for Governance and Operations Structure. Overall, I believe that I have the skill, experience and expertise to serve the residents of Kensington as a member of the KPPCSD Board.

5. Please give an example of how you would resolve a situation where your personal philosophy is at odds with what is best for Kensington.

If my personal philosophy were at odds with what is best for Kensington then it would be my responsibility to accept that the betterment of Kensington is more important than my personal view. I would expect that whatever the issue, there would be robust debate but in the end I would defer to what is best for Kensington.

6. How would you handle a matter that has very disparate points of view?

What I have learned from my past experiences with working with individuals and groups who come to a matter with disparate points of view is that you have to be able to listen and not attempt to impose your will. Every point of view must be allowed to be presented and debated. This approach is most important when you chair or lead a group in which case you should allow all points of view be expressed before you speak to the issue. You should also strive for consensus, where possible, although the outcome may be a majority opinion along with a minority opinion being expressed.

7. If you could change one thing about how Kensington operates, what would it be and why?

The one thing that I would change is to consolidate the two districts and establish a single governance structure that oversees the provision of services in Kensington. With the support of both districts, LAFCO could be petitioned to carry out the consolidation process. As previously indicated in #3, consolidation would streamline government and allow for decisions on the best use of Kensington's limited tax dollars to be made by a single governing body that reflects community priorities.

8. What do you see as the role of the KPPCSD Board of Directors and of the District Staff?

The role of the Board of Directors is to set policy and establish board procedures for conducting the business of the KPPCSD. Staff are responsible for implementing Board policies as well as carrying out the day-to-day functions of the district such maintaining public safety, overseeing

park operations, tracking revenues and expenditures, etc. In addition, staff may be tasked with conducting studies/investigations or draft proposals at the direction of the Board.

Resume

David P. Spath, Ph.D., P.E.

Education

Tufts University	B.S. Civil Engineering	1965
University of Cincinnati	M.S. Civil and Environmental Engineering	1968
University of Cincinnati	Ph.D., Civil and Environmental Engineering	1972

Work History

California Department of Public Health 1972 - 2005

Assistant Engineer 1972 – 1977

Carried out studies on issues related to drinking water and wastewater reuse.

Associate Engineer 1977 – 1983

Responsible for developing regulations for wastewater reuse; carried out studies to determine safe uses of reclaimed wastewater; evaluated impacts of industrial and agricultural practices on drinking water quality

Senior Engineer 1983 – 1989

Responsible for overseeing statewide program investigating chemical contamination of groundwater supplies; responsible for implementing state drinking water quality standard setting program

Technical Programs Branch Chief 1989 – 1993

Responsible for supervising the Department's Drinking Water Technical Programs including drinking water quality standard setting, wastewater reuse, water treatment operator certification, water quality data management, water system loan and grant funding, point of use treatment device certification, legislation analysis and USEPA Public Water System Supervision Grant Workplan

Assistant Chief, Division of Drinking Water 1993 - 1995
and Environmental Management

Responsible for overseeing the technical and administrative functions of the Division

Career Executive Assignment (CEA 3): Chief, Division of Drinking Water and
Environmental Management 1995 - 2005

Managed a multidisciplinary Division with a budget of \$20+Million and over 300 staff located in 13 offices throughout the state. Principal responsibility was to serve as the State Drinking Water Administrator with oversight and management of the State's Drinking Water Regulatory Program. Additional responsibilities included the oversight and management of the Department's Medical Waste Regulatory Program, Shellfish Sanitation Program, Nuclear Emergency Response Program, Radon Program, Department of Defense Program, Environmental Health Registration Program, Institutions Program, Recreational Health Program, Beaches and Recreational Waters Program as well as the Department's Sanitation and Radiation Laboratory.

As a CEA 3 served as a Skelly Hearing Officer responsible for hearing appeals to employee disciplinary actions and making recommendations as to whether there are reasonable grounds to proceed with the proposed discipline, or whether it should be modified or revoked.

Retired Annuitant, California Department of Public Health 2006 to 2014

Retired Annuitant, State Water Resources Control Board 2014 to Present

Other Activities

Chair, U.S. Environmental Protection Agency, National Drinking Water Advisory Council (2000 – 2003)

Past Member, AWWA Research Foundation, Public Council on Drinking Water Research

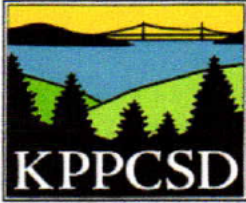
President (1999 & 2000), Association of State Drinking Water Administrators

National Research Council, Panel on Water System Security Research

National Research Council, Committee on Public Water Supply Distribution Systems: Assessing and Reducing Risks

President, California Public Health Association-North (2010 and 2011)

Chair, Kensington Police Protection & Community Services District, Ad Hoc Committee on Governance and Operations Structure (October, 2015 to October, 2016)



Date and Time Received

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH David Aranda, KPPCSD Interim General Manager (DAranda@kppcsd.org) by Monday, April 3, 2023

----APPLICATION FOR APPOINTMENT TO THE KPPCSD BOARD OF DIRECTORS----

This application is to fill a vacancy on the KPPCSD Board of Directors. The KPPCSD Board of Directors will review all submitted applications provided the applicants satisfy the stated qualifications. The Board may hold a public interview process for each candidate. This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the KPPCSD Board of Directors as a part of a noticed public meeting. Only Kensington residents who are registered voters in Kensington will be eligible for appointment.

Name: Lynn M. Wolter

Residence Address: [REDACTED], Kensington 94708

Mailing Address (if different): _____

E-mail: [REDACTED]

Phone Number: [REDACTED]

Are you currently a registered voter and a resident of Kensington, or will you be at the time of an appointment? yes (yes or no)

Please include **your resume** and answer the following questions on a separate sheet(s) of paper.

1. Why do you want to be appointed to the KPPCSD Board of Directors?
2. Over the last two years, what issues have been interesting to you that have resulted in your participation at Board meetings?
3. What are your top three priorities for Kensington?
4. What relevant skills, experience and expertise do you bring to serving as a KPPCSD Board of Director?

5. Provide your approach in handling a situation or matter that has very divisive points of view or conflicts with your personal philosophy.
6. If you could change one thing about how Kensington operates, what would it be and why?

You may also provide any additional information or comments you feel would assist the KPPCSD Board of Directors in considering your application.

Please note: At the time you would be named to the KPPCSD Board of Directors, you must be:

- At least 18 years of age and a resident and registered voter in Kensington.
- You must maintain Kensington residency and registered voter status throughout your term of office.
- Also, at the time of appointment (and annually as well as at the completion of your service), you will be required to complete and file a public Form 700 with the California Fair Political Practices Commission. Form 700 filings allow the public to know of any potential conflicts of interest related to your public service. These conflicts can relate to employment, property ownership, loans and gifts, stock ownership, and more. You are also required to disclose certain financial interests of your spouse (if applicable).
- During your term on the Board of Directors, you will be required to identify any potential conflicts (often with the assistance of the District Counsel) and to recuse yourself from voting on or otherwise influencing any action that might cause a financial or other conflict.

Please sign and return this form with the questions answered via an email to David Aranda, Interim General Manager at DAranda@kppcsd.org. You may also drop off the form, answers and resume at the Kensington Police Protection and Community Services District, 10940 San Pablo Ave., Bldg. B., El Cerrito, CA 94530. On the envelope, please write "Attention David Aranda, Interim General Manager." Please do not mail the form, as it may not arrive at District offices by the deadline. If you have any questions about this application, please call Mr. Aranda at (510) 960-0716.

I Lynn M. Wolter (print name) swear/affirm that the foregoing information is true and correct.

Lynn M. Wolter
Applicant's Signature

3/28/23
Date

Lynn M. Wolter
[REDACTED]
Kensington, CA 94708

1. Why do you want to be appointed to the KPPCSD Board of Directors?

I want to participate in the KPPCSD Board's discussions and decisions.

The KPPCSD is responsible for Kensington's police department, local recreation – including the related buildings, playground equipment, roads, and vegetation, and the community's refuse and recycling services. I want the best possible policies adopted to ensure that these three areas of responsibility are excellently executed and managed.

The KPPCSD faces the longstanding challenge of where to house the Kensington Police Department. I am determined to work productively with other KPPCSD directors, the community, and members of the Kensington Fire Protection District to find a solution that meets the mandate of Kensington voters in the most recent election: Keep Kensington's independent police department in Kensington, preferably in the Public Safety Building.

2. Over the last two years, what issues have been interesting to you that have resulted in your participation at Board meetings?

The primary issue has been that of maintaining local control of our police department and finding a location – within Kensington – to house our police department. Regular patrolling by and the regular presence of the police means that our children can play freely and safely in our park and elsewhere in the community, there are few home burglaries, and there are very infrequent violent crimes. The local presence of our police department means greater safety in the form of lower speed of cars traveling on streets such as The Arlington, Franciscan, Purdue, and Kenyon. The cost of any crime often far exceeds the annual amount we pay for our police services.

The second issue or importance is KPPCSD's budget. Homeowners pay 1% in ad valorem property taxes. Of this, 13% goes to the Kensington Police Protection and Community Services District, and 31% goes to the Kensington Fire Protection District. Thus, for a \$1,000,000 home, \$1,300 goes to the KPPCSD and \$3,100 goes to the KFPD. Both districts receive special taxes: \$500 for the KPPCSD for police service, and \$85 for the fire district. Totaled, \$1,800 goes to the KPPCSD and \$3,185 goes to the KFPD. Because of this allocation, which was set in 1978 by Proposition 13, the rate of increase in KPPCSD's revenue has not kept pace with inflation. With this financial dynamic, it will be important to focus on the KPPCSD's sources of revenue and its expenses.

Third is that, in the event of a home burglary, the value of stolen items and damage done to property usually exceeds \$1,800. The economics and the high degree of safety are compelling.

There is one condition to this: Should Kensingtonians, after having been well educated on the matter, vote to contract out for police services, then their vote should compel the KPPCSD Board to effect such a change.

3. What are my top three priorities for Kensington?

- Keep Kensington's police department and keep it housed within Kensington.
- Maintain Kensington Park, including regular police patrolling of it, to ensure it remains safe, clean, and accessible.
- Work with the Kensington Fire Protection District to ensure that, together, we deliver the best possible public safety to Kensington residents

4. What relevant skills, experience and expertise do you bring to serving as a KPPCSD Director?

I've attended many of the KPPCSD's recent meetings and hundreds of KPPCSD meetings during the many years my husband and I have lived here. Thus, I know the KPPCSD's history, and I'm up to date on the KPPCSD's current issues, discussions, policies, and decisions.

I began serving Kensington in 1979, the year after moving to Kensington. The Kensington Property Owners Association recruited me to become a member of its board and its Treasurer. Later, I was elected president of the board. I served on that board until 1984.

Subsequently, I served on the Kensington Community Council, from 1991 until 1997. I was elected president in 1994 and treasurer in 1993.

In 1994 I was elected to the KPPCSD Board. In my final year on the Board, I was elected president. From this experience, I learned about the KPPSCD board's oversight role and about its areas of responsibility. Among the most interesting, challenging, and fulling aspect of my term was the acquisition and design development of Kensington Park. The Board's other accomplishments during these four years are detailed in my resume.

From 2013 until 2019, I served as KPPCSD's District Administrator: prepared board packets; attended board meetings and prepared minutes; prepared payroll; processed accounts payable; monitored contracts to ensure compliance, especially when payables and receivables were due; prepared monthly financial reports along with a narrative report explaining variances. I worked closely with the District's CPA and auditor to complete financial and CalPERS audits.

Supervisor John Gioia appointed me to serve as "member-at-large" for the Committee to Re-write Kensington's Small Lot Ordinance in 1991. I worked on this committee until the committee's work was completed and the revised ordinance was adopted by the County Board of Supervisors in 1994.

In 2020, I was elected to the Kensington Improvement Club's board of directors, and I serve as its treasurer.

From 2006 until 2016, I served as the treasurer and project manager for a group-living building near the UC Berkeley campus. During these ten years, \$2.5 million of foundational and structural projects were successfully completed.

I was a marketing and financial analyst, prior to leaving my job in San Francisco's Financial District in 1981 to raise our children.

I've spent much of my adult life serving Kensington. I've learned its history and have had the pleasure to have worked with most of Kensington's recent and former leaders and to have engaged in both brief and in-depth discussions with many, many members of our community on a wide range of topics.

I also had the pleasure of meeting our new Interim General Manager, David Arranda, at the California Special District Association trainings I attended several years ago.

My years of public service, knowledge, experience, skills, connections, dedication to Kensington, and work ethic have prepared me well to join the KPPCSD Board. I believe I would bring a wealth of relevant knowledge and experience, which would enable me "to hit the ground running."

5. Provide your approach in handling a situation or matter that has very divisive points of view or conflicts with your personal philosophy.

Listen politely to all opinions of community and board members. Carefully consider the comments, discuss the item with other directors, consider motions and any amendments thereto, and vote based on what I understand to be in Kensington's best interests.

Some topics, such as those involving great cost or significant change in service may best be decided by Kensington's voters through a ballot measure.

I would adhere to proper process and abide by votes of the board and of Kensington's the residents.

6. If you could change one thing about how Kensington operates, what would it be and why?

I would increase the percentage of ad valorem taxes KPPCSD receives because it would ease the KPPCSD's tight financial circumstances.

In closing, it would be an honor to serve the Kensington community again.

Lynn M. Wolter
[REDACTED]
Kensington, California 94708
[REDACTED]

Kensington Improvement Club

Treasurer

2020 - present

CERT Training

2020

Completed CERT training course provided by Kensington Fire Protection District.

Kensington Police Protection and Community Services District

Candidate

2019 Election

Organized and ran campaign, participated in Kensington Improvement Club/Kensington Property Owners Association candidates' forum, via Zoom. Came in third, behind the two incumbents.

Kensington Police Protection and Community Services District

District Administrator

2013 – 2019

Responsible for: police officer and district staff payroll and related CalPERS reporting; accounts payable; financial statement and CalPERS audit assistance; preparing board's minutes; posting documents to website; preparing documents for and organizing board packets; maintaining District files; answering front desk and phone queries; researching and preparing grant applications; locating and providing documents for Public Records Act Requests; attending various CSDA trainings; working with district's CPA to periodically close ledger; preparing monthly financial and budget variance statements; ensuring accurate and timely receivables and payables with respect to various contracts; and writing detailed report on how to do the District Administrator job prior to leaving in 2019.

Reported to General Manager/Chief of Police and then to the General Manager.

Member of Sorority Corporation Board, U.C. Berkeley

Treasurer and Construction Project Manager

2006 – 2016

Was recruited by board president to join board in 2006 to become treasurer and subsequently added construction project manager to my responsibilities.

The 20,000 square foot facility was built in the 1940s and had been neglected for many years. I evaluated the sorority's financial condition and its likelihood for success as a business model. I recruited talented women to join the board. Together, we developed a strategy, which included: educating the college women, some of whom were voting members of the board, about the corporation's financial health; and hiring an interior designer. During the ten years as the board's treasurer and project manager, I managed the cash flow for ongoing operations and for the \$2.5 million of capital improvements, which were always completed on time and within budget. As a result of these improvements, this sorority is now highly sought during recruitment, it houses over 70 students, and it enjoys a membership of about 150 college-aged

women. The entity is enjoying continually improving financial health, with good cash flow, a strong cash position, and a healthy balance sheet.

- o Managed over \$2.5 million of foundational and structural improvements to 20,000 sq. ft. facility.
- o Prepared and managed annual operating and capital improvement budgets and was responsible for accounts receivables and accounts payable, including assigning them to their appropriate charts of account.
- o Member of committees that recruited two Facility Directors (general managers)
- o Managed the bookkeeper.
- o Board was responsible for managing paid staff and for their annual performance reviews.
- o Worked closely with Board's tax preparer (CPA), Facility Director, and legal counsel.

Kensington Police Protection and Community Services District

Member, Search Committee for Position of Chief of Police/General Manager

2006 – 2007

Appointed by Board to work with committee of five to assist in hiring a new Chief of Police/General Manager after the incumbent abruptly resigned. Committee interviewed candidates and recommended three to the board. Board made the final decision.

Kensington Police Protection and Community Services

District Board of Directors

President, 1998; Vice President, 1997

1994 – 1998

Elected office. Responsible for overseeing police, recreation, and solid waste collection services, and District's approximate \$1million budget.

District's major accomplishments during my term on the Board:

- o Successfully placed measures on ballot to obtain community approval for the purchase of and improvements to property now known as Kensington Park.
- o Successfully negotiated with the West Contra Costa Unified School District to purchase 8½ acres of property. With community input, developed a master plan to convert this former school property into a park and directed the initial stages of demolition and park development.
- o Successfully placed measure on ballot to increase a special tax that helps fund the community's independent police department.
- o Introduced process of setting annual goals and objectives and creating corresponding action plans. This improved transparency, organization, and productivity.

Women's Organization, San Francisco

2005 – 2010 Member, **Finance Committee and Human Resources Committee**

Assisted in establishing and managing the organization's annual operating and capital improvement budgets, managing paid staff, giving performance reviews, setting organization's policies, and making recommendations to the Board. Wrote compensation analysis report for General Manager position.

2005 – 2007 Member, **Nominating Committee**

2004 – 2005 Member, **Board of Directors**

Treasurer and Finance Committee Chairman, Reserve Study Committee Chairman and Construction Project Manager

With the Finance Committee and organization's accountant, established annual operating and capital improvements budget and managed the club's financial operation. With the organization's president, managed a \$500,000 renovation project, which was completed on time and within budget, and successfully recruited new accountant for the organization. Set agendas for and ran Finance Committee meetings.

2003 – 2004 **Board of Directors; Assistant Treasurer**

Wrote organization's fiscal policy and assisted with establishing annual budget.

Other Experience

- 2001 – 2004 **Committee to Re-write Kensington Small Lot Ordinance**
At-large member appointed by Contra Costa County Supervisor John Gioia
With committee, helped research and draft language to establish the revised county Ordinance
- 1994 – 2005 **Boy Scouts of America, Troop 100 Kensington**
Parent Committee Chairman, Treasurer
Responsible for running parent committee meetings, budget, accounts receivable and accounts payable.
- 1991 – 1997 **Kensington Community Council – President, 1994; Treasurer, 1993**
Set agendas, ran meetings, led in campaign to purchase Kensington Park
- 1983 – 2008 **Junior League of Oakland East Bay**
Sustaining Member/Member; Chairman, fundraising committees
Attended trainings, wrote and submitted grants; ran meetings; set and achieved goals, objectives, and action plans.
- 1979 – 1984 **Kensington Property Owners Association – President, 1983; Treasurer, 1981-82**
Organized Community's first earthquake safety presentation. Invited Police Chief, Fire Chief, and representatives of FEMA and Red Cross to attend and make presentations. Subsequently organized Kensington's first earthquake "blocks."
- 1980 – 1981 **Wells Fargo Leasing Corporation, Financial Analyst**
Prepared pricing quotes for leveraged and single investor lease bids for management and marketing officers. Provided relevant IRS, FASB, and company policies and guidelines to marketing officers.
- 1977 – 1980 **Itel Container Corporation, Supervisor of Marketing Analysis**
Prepared written and statistical marketing research reports regarding rates and month-to-month rate variances, contracts, top customers, and equipment international use patterns for company's president, vice president of marketing, and other executives.

Education

- University of California, Berkeley, Bachelor of Arts 1976
University of California Extension, Accounting Certificate 2011



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approve Changes in Protocols for Kensington Police Protection Community Services District Regarding COVID and Other Related Communicable Diseases

Recommendation

Approve the following protocols and declare the minute action of November 10, 2022 voided.

Background:

At the November 10, 2022 the board adopted by minute action COVID protocols since in person meetings were taking place once again. With the dangers of COVID drastically reduced, the following changes in protocols for any Communicable Disease is as follows:

- Masks are optional;
- If you are ill, please stay home;
- No eating or drinking during the meeting (you are welcome to go outside the community center if you need to eat or drink); and
- Any declaration by the Health Department of the State of California will trigger the possibility of Zoom meetings only or continuing in house meetings with masks required and six foot distancing being put into effect.



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and approval of a contract between Kensington Community Council and Kensington Police Protection Community Services District

Recommendation

It is hoped that an agreement can be reached between the KCC and KPPCSD in regard to a new contract between both parties. Director Hacaj will update the board verbally in regard to the pertinent information that developed at the KCC meeting Monday night.

Background

Director Hacaj has worked very hard with legal counsel and two KCC Board Members in obtaining a long overdue current, well written contract between the two entities in regard to park assets and the KCC usage of those assets for the wonderful programs they provide.

Hopefully, a draft contract will be sent to the Board and made available to the public no later than Wednesday morning. It is still undergoing some revisions and discussions with the KCC having their board meeting Monday, April 13, 2023.



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Part-Time Janitor/Handyman

Recommendation

Authorize the General Manager to hire a part time janitor/handyman.

Background

The District has had an individual who has taken very good care of the park facilities in regard to janitorial and little fix it things. He will be “retiring” in June.

Currently the District pays \$1800 per month for a professional janitorial service to clean the Community Center on Friday, Saturday and Sunday. The District then pays Mr. Driscoll \$1400 per month to clean the other facilities not including the recreation center operated by the KCC. In addition to these services that focus primarily on janitorial work and a bit of handyman work, the District pays \$2275 per month for overall care of the Kensington Park (mowing, pruning, general maintenance) and \$225 per month for the same care at Neilson Park.

The request for a part-time employee to do janitorial and some handyman functions revolves around a few issues. First, the District must have the capability to clean facilities as needed due to the heavy use of the various facilities. This requires a person willing to take direction from the General Manager on a day by day basis. Second, with the current laws regarding “contract” work, the person we need for this job would not qualify as a contractor. The third issue is the ability for this person to assist in some of the emergency needs that the District has and that is currently relying on Fernando, who has the park maintenance contract. Fernando does an excellent job but he may not always be immediately available when needed and the District may be able to “save” some money in doing some things in house.

Based on my calculations, the cost for an employee to work between 25-30 hours per week at \$20-\$25 per hour would result in close to a break even scenario of what the District is currently paying for the contract help. That calculation is based on a 20% payroll burden at about 1400 hours per year.

Attachments

- Job Description – Part-Time Janitor/Handyman



Kensington Police Protection & Community Services District Job Description

Job Title:	Public Services Assistant	Reports To:	General Manager
Hours of Work:	Flexible – 30 Hrs. per week	Schedule:	Monday - Saturday
Location:	District Office	Travel Required:	NO
Level/Salary Range:	\$20 - \$26 per hr.	Position Type:	Part-Time
HR Contact:	General Manager	Date Posted:	
Applicant(s):		Posting Expires:	Open Until Filled

Application Accepted By:

PHONE: 510-526-4141 EMAIL: DAranda@kppcsd.org	MAIL: David Aranda, General Manager 10940 San Pablo Ave, Bldg. B, El Cerrito, CA 94530
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Job Description:

DEFINITION/SUMMARY:

Under the direction of and reports to the General Manager and is responsible for assisting in various maintenance and janitorial needs throughout the District and at the Parks and Recreation facilities.

Educational & Experience Required Qualifications:

- Knowledge and capability in the operation of construction tools and equipment.
- Possession of or ability to obtain a Valid California Driver's License and satisfactory driving record.
- Reading: Technical manuals, city maps, written memos and directives, plans, specifications and details, work orders, material data sheets, safety manuals, and other documents.
- Writing: Daily reports, Memos, and Messages.
- Math: Ability to perform basic math calculations. Ability to apply concepts such as fractions and percentages to practical situations.
- Attention to detail in high-level concentration and extended period to ensure safety, efficiency, and productive operations.
- Judgment: Ability to work independently, prioritize work, and make decisions regarding correctly applying and implementing work procedures. Ability to define problems, collect data, establish facts, and draws valid conclusions. Ability to formulate appropriate instructions to achieve desired goals.

- Social Skills: Ability to relate cooperatively with members of the public and district personnel.
- Communicational Skills: Ability to quickly organize and communicate thoughts orally and written. Ability to understand and communicate with others. Ability to communicate all hand signals related to construction operations.

Environmental Demands:

- Outside: Works frequently in various weather conditions ranging from snow to +100°F.
- Inside: Occasionally works indoors in a temperature-controlled environment.
- Fumes/Gases: Exposure to fumes from construction equipment and dust from construction operations.
- Noise/Vibration: Moderate exposure to noise and vibration from construction tools and equipment.
- Repetition: Minimal repetitive work.



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Extend Lease Agreement with Mobil Modular and License Agreement with the City of El Cerrito

Recommendation

Approve the following motions: 1) Approve renewing the lease for one year with Mobile Modular at \$5488.80 per month and authorize the General Manager to sign that lease; and 2) Approve renewing the Licensing Agreement with the City of El Cerrito at a cost of \$1857 per month and authorize the General Manager to sign that lease.

Background

The Kensington Police Protection and Community Services District was in need of an office building and a piece of property for the office building when it was determined that the Public Safety Building was going to be retrofitted/remodeled. Around July/August of 2022 the KPPCSD's Board of Directors approved entering into two separate agreements. There is a need to renew the leases in order for the KPPCSD to continue to have a headquarters building.

One agreement was with the City of El Cerrito entitled a License Agreement. This permitted the District to utilize a modular building on the City's property. The cost for the past year for this agreement has been \$357 per month. To renew the agreement the cost will be XXXXX per month.

The second agreement involved the district assuming the lease of a modular unit from the City of Cerrito and entering into a one year lease for that unit at \$5,488.80 per month. In speaking with Mobile Modular they have quoted the same rate for us to renew the lease for another year (August 23, 2023-August 22, 2023).



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Agreement
 Contract: 210048310.1
Contract Term: 12 Months
 Date Printed: 08/19/2022
 Start Rent Date: 08/09/2022

Customer & Site Information		Mobile Modular Contact
Customer Information: Kensington Police Protection and CSD 217 Arlington Avenue Kensington, CA 94707 Tony Constantouros TConstantouros@kppcsd.org (650) 888-4025	Site Information: Kensington Police Protection and CSD 10940 San Pablo Avenue El Cerrito, CA 94530 Tony Constantouros TConstantouros@kppcsd.org (650) 888-4025 Customer PO/Reference: 210037514 Exp: // By:	Questions? Please Contact: Open Sales Direct Phone: 1 (866) 459-7600 All other inquiries: (925) 606-9000

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 48x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar.</i>	1	\$4,485.50	\$4,485.50	Y
Ramp, Plan A-3 <i>30' Run, Single Landing (65SQ FT) , Ramp Sections (120SQFT)</i>	1	\$179.00	\$179.00	Y

	Qty	Charge Each	Total One Time Taxable
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Charges Upon Delivery:

Office, 48x60 HCD (NonStd)

\$0.00

Subtotal of Monthly Rent:	\$4,664.50
Monthly Personal Property Expense (PPE):	\$314.00
Taxes on Monthly Charges:	\$510.30
Total Monthly Charges (Incl Taxes & PPE):	\$5,488.80
Subtotal of One-Time Charges upon Delivery :	\$0.00
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
Est. Initial Invoice:	\$5,488.80

	Qty	Charge Each	Total One Time Taxable
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Charges Upon Return:

Office, 48x60 HCD (NonStd)

\$0.00

Special Notes

Additional Note: CTO from contract 210037514.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$450 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer



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- acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 48x60 HCD (NonStd)	1	1097	\$275,500.00



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Incorporation by Reference
 The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>Signature: Print Name: Title: Date:</p>	<p>LESSEE: Kensington Police Protection and CSD</p> <p>Signature: Print Name: Title: Date:</p>
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. LEASE TERM. The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 60 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in



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one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide



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Start Rent Date: 08/09/2022

insurance for any of Lessee's personal property that may be in or on any Equipment.

LESSEE SHALL PROVIDE EVIDENCE OF INSURANCE IN THE FORM A CERTIFICATE OF INSURANCE IN WHICH LESSOR IS NAMED AS AN ADDITIONAL INSURED AND LOSS PAYEE AS SOON AS PRACTICABLE FOLLOWING EXECUTION OF THIS AGREEMENT. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT WILL NOT BE DELIVERED OR INSTALLED UNTIL THE REQUIRED CERTIFICATE OF INSURANCE IS RECEIVED BY LESSOR.

Should Lessee fail to deliver to Lessor the insurance certificates, or evidence of insurance related thereto, meeting the above requirements on or before the Start Rent Date, Lessee will be in default under this Agreement and Lessor, at its option, may, among other actions, impose a one-time fee for processing of up to One Hundred Dollars (\$100) and may assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to Lessor. Neither of the foregoing fees shall in any event constitute a waiver of Lessee's default or breach of this Agreement with respect to such failure nor prevent the exercise of any of the other rights and remedies granted to Lessor hereunder or available to Lessor under applicable law or equity. Any failure by Lessor to obtain or receive a certificate of insurance will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein. These fees shall not be refundable.

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.



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14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 05/24/21

LICENSE AGREEMENT BETWEEN THE CITY OF EL CERRITO AND THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT CONCERNING 10940 SAN PABLO AVENUE, EL CERRITO, CALIFORNIA

THIS LICENSE AGREEMENT ("**Agreement**"), is entered into as of this 26th day of July, 2022 ("**Effective Date**"), by and between the City of El Cerrito, a municipal corporation, ("**Licensor**" or "**City**") and the Kensington Police Protection and Community Services District ("**Licensee**" or "**District**") (individually "**Party**" and collectively "**Parties**") for the use of a certain portion of the real property located at 10940 San Pablo Avenue, El Cerrito, California ("**Premises**").

RECITALS

- A. The City is the fee owner of certain real property located at 10940 San Pablo Avenue in the City of El Cerrito, County of Contra Costa, State of California, with Assessor's Parcel Number 502-411-023.
- B. The Premises are improved with two vacant modular structures which are leased to the City by Mobile Modular, as well as structures utilized by the El Cerrito Police Department for storage. The structures on the Premises are represented in "**Exhibit A**" attached hereto and incorporated herein as "**Building A**" and "**Building B**" (collectively "**Buildings**") and "**El Cerrito Police Department Structures**". The leases for the Buildings are scheduled to terminate on May 31, 2023.
- C. Pursuant to the terms and conditions set forth in this Agreement, Licensee proposes to: 1) assume the lease for Building B on or before August 1, 2022 and, thereafter, temporarily use it for its operations; 2) maintain Building B and the Premises, including litter removal, graffiti abatement and landscape maintenance but not including Building A and the El Cerrito Police Structures; and 3) access fourteen (14) parking spaces within the parking lot on the Premises (collectively "**License Scope**"). Licensor has determined that it is in its best interest to permit Licensee to use the Premises for the License Scope.
- D. Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license for the License Scope and the Parties desire to enter into this Agreement to establish the terms and conditions upon which such license is granted.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Grant of License.** City hereby grants to the District and its employees, customers, invitees, agents and contractors a non-exclusive, temporary license to use the Premises for the purpose of the License Scope and for no other purpose. The City reserves all other rights in the Premises that do not conflict with the terms of this Agreement or applicable law.

2. **Initial Term.** The initial license term of this Agreement shall commence on August 1, 2022 and shall extend through August 31, 2023 ("**Initial Term**").

3. **Option to Extend.** The District shall have the right to extend this term through August 31, 2024 with the consent of City, which shall not be unreasonably withheld or delayed. The extension term is referred to as a "**Renewal Term**" on the terms and conditions set forth herein, provided the District is not in default of this Agreement upon commencement of the succeeding Renewal Term. The Initial Term and the Renewal Term are herein collectively referred to as the ("**Term**").

4. **District's Covenant to Pay.** As consideration for the license to use the Premises, the District shall pay to the City Three-Hundred and Fifty-Seven dollars (\$357) per month, or One-Thousand and Seventy-One dollars (\$1,071) per quarter during the Initial Term. If the District is granted a Renewal Term, the District shall pay One-Thousand, Eight-Hundred and Fifty-Seven dollars (\$1,857) per month to the City during the Renewal Term.

City shall invoice District on a quarterly basis during the Initial Term and monthly basis during the Renewal Term. In any month where the Agreement has not been in effect for the entire month, then City shall invoice District on a pro rata basis for that month. All amounts due under this Agreement are due and payable net 30 days following the date of an invoice. Any portion of the invoice amount not paid within such 30-day period shall accrue interest at the annual rate of 2.5% above the prime rate (but not to exceed the maximum rate permitted by Law). All payments shall be made in U.S. dollars.

5. **District Building B Lease Assumption.**

(a) The District shall, at its sole cost and expense, negotiate directly with Mobile Modular to assume the City's lease of Building B. The District shall provide the proposed lease assumption to the City for its prior written approval at least fifteen (15) days prior to the proposed effective date. Upon the City's written approval, the District shall assume the Building B lease on or before August 1, 2022 ("**Lease Assumption**").

(b) The District shall not sublet Building B or any portion thereof without the City's prior written approval.

(c) The District may modify Building B provided that any improvements shall be performed:

- (1) in accordance with the terms of the Lease Assumption;
- (2) with due diligence and care so as to prevent unreasonable disruption of or interference with the use, occupancy or conduct of business operations by City on the Premises and to minimize any disturbance of or impact upon the City and its tenants, licensees, contractors, employees and invitees;
- (3) in compliance with all applicable laws, ordinances, regulations and orders of the City and all federal, state, county or local governmental agencies or entities having jurisdiction (collectively, "**Governmental Authorities**");

and (4) in a good and workmanlike manner and only with materials of good quality;
(5) in the interior of Building B (collectively "**Building B Improvements**").

(d) The District shall keep the Premises free and clear of all mechanics liens or other encumbrances arising from the Building B Improvements done by or on behalf of District.

(e) During construction of the Building B Improvements, the District shall implement such measures (including such fencing and access barriers) as may be reasonably necessary to ensure the safety of all persons and properties in and around the area in which such work is being performed. During the course of the Building B Improvements, District and District's agents, contractors and employees shall abide by all safety and health laws and regulations of Governmental Authorities and any reasonable safety and security requirements reasonably requested by City.

6. **City Reservation of Use of Building A.** The City retains all rights to use Building A for any purpose. If Building A is used by the City, District shall provide access to the restrooms in Building B to the City, its officers, officials, employees, tenants, agents, volunteers, and members of the public using Building A.

7. **District Use of Parking Lot.** The District shall have access to fourteen (14) parking spaces within the parking lot on the Premises ("**Spaces**"). Additionally, two (2) spaces within the parking lot are designated for eligible disabled individuals conducting either District or City business. If the District desires the Spaces be particularly assigned to it or specific District employees, it shall request such assignment from the City in writing and the City shall work with the District to create such assignment.

The City retains the right to use all parking spaces on the Premises other than the Spaces for the City, its officers, officials, tenants, employees, agents and volunteers' use.

8. **District Access to the Premises.** The District shall ensure that its officers, officials, employees, agents, volunteers and anyone conducting business with the District does not park their vehicles on Kearney Street behind the El Cerrito Public Safety Building. The District its officers, officials, employees, agents, volunteers and anyone conducting business with the District shall enter and exit the Premises from San Pablo Avenue only. Notwithstanding the foregoing limitations, in a verified emergency, only District public safety personnel may enter the Premises from the Kearney Street entrance, but these personnel shall be required to exit the Premises from San Pablo Avenue.

9. **Utilities.**

(a) On or before the Effective Date, the District shall establish the following utility services to the Premises and, thereafter, be responsible for all costs associated with such services:

- (1) Water service with the East Bay Municipal Utility District;
- (2) Electric and/or gas service with Pacific Gas and Electric or MCE; and
- (3) Internet and phone services.

(b) The City shall be responsible for providing the following services to the Premises and for all costs associated with such services:

- (1) Solid waste services; and
- (2) Alarm services through May 31, 2023 resulting from the City's existing contract with Security Signal Devices for such services.

10. Signage. If District desires to add signage to Premises to identify the temporary location of its operations, it shall first consult with the City's Zoning Administrator in order to determine whether its proposed signage requires City approval under applicable local regulations. If such proposed signage requires City approval, District shall obtain such approval prior to installing any signage on the Premises.

11. District Maintenance and Repairs.

(a) The District shall, at its sole cost and expense, repair any damage to the Premises caused exclusively by the District and/or its employees, invitees, agents and contractors. In the event that part of the damage to the Premises is caused by another party or parties, the District shall repair the pro rata share of any damage to the Premises caused by the District and/or its employees, invitees, agents and contractors. The District shall ensure that all construction or repair conducted on the Premises are screened with appropriate fencing, landscaping and other screening material, that the portion of the Premises used by District or its employees, invitees, agents and contractors for construction of the Building B Improvements is kept in neat and clean condition, and that graffiti and litter are promptly removed. During the Term of this Agreement, to the extent that the District installs any improvements on the Premises other than the Building B Improvements, in order to use the Premises for the District's intended use, the District shall be responsible for costs associated with such improvements as are necessary, including fencing, landscaping and paving, provided that any such improvements shall be subject to the prior written approval of City.

(b) The District represents and acknowledges that it has inspected and examined the Premises, including Building B, for purposes of this Agreement and determined such to be suitable for its intended use. The District further acknowledges that the City has disclosed to it that AT&T cannot provide service to the Premises, including Building B.

(c) Except for Building A and the El Cerrito Police Department Structures ("City Structures"), the District shall, at its own expense and cost, keep and maintain the Premises which shall include Building B, in a clean and sanitary condition including, but limited to, litter removal, graffiti abatement and landscape maintenance and free from any hazardous or dangerous conditions caused by District. In particular, the District shall be responsible for:

- (1) maintaining Building B's interior and exterior, including, but not limited to, window coverings, furnishings, floors, carpets and paint;
- (2) routine repair of the Premises which must be performed using licensed contractors, subject to City approval;
- (3) regular janitorial service sufficient to maintain the Premises in a clean and sanitary condition;

(4) supplies as required for District's use of the Premises, including, but not limited to, janitorial supplies;

(5) furnishings and materials as required for District use of the Premises;

(6) Maintaining all phone, computers and computer support equipment used by the District. Prior approval of the City is required for alterations or additions to the Premises' electrical system to support District's computer systems or other District equipment.

(7) Recycling, litter, garbage, and debris collection and deposit in appropriate receptacles in accordance with the City's provision of solid waste services to the Premises.

12. City Maintenance and Repairs.

The City shall be responsible for maintenance of Building A and the City Structures which shall include graffiti abatement.

13. Removal or Relocation of Buildings

(a) If City determines it will remove Building A prior to the end of its lease term on May 31, 2023, then it shall provide ninety (90) days' prior written notice to the District unless the Parties' signatories hereto or his/her designee(s) mutually agree in writing to a shorter notice period and such agreement shall not require an amendment to the Agreement. If District is using Building B at the time it receives such notice, it shall take all steps necessary to prevent unreasonable disruption of or interference with and minimize any impact upon the City's removal of Building A from the Premises.

(b) If District intends to vacate Building B and the Premises and terminate this Agreement prior to the Lease Assumption termination or May 31, 2023, it shall provide ninety (90) days' prior written notice to the City. In such event, City shall be responsible for any and all removal costs associated with removing Building B from the Premises pursuant to the Lease Assumption.

(c) If District intends to extend its lease of Building B beyond May 31, 2023, then it shall provide ninety (90) days' prior written notice to the City along with the proposed lease extension unless the Parties' signatories hereto or his/her designee(s) mutually agree in writing to a shorter notice period and such agreement shall not require an amendment to the Agreement. Upon City's written approval of such lease extension, District may extend the lease of Building B ("**Lease Extension**"). District shall be solely responsible for any increased removal fees or costs imposed by Mobile Modular as a result of the Lease Extension.

(d) If District intends to remove Building B from the Premises and relocate it to another property prior to the Lease Assumption termination, vacate the Premises and terminate this Agreement, then it shall be responsible for any and all relocation costs associated with relocating Building B. If the relocation results in reduced removal fees under the Lease Assumption, then such savings shall be passed on to the City.

14. Prohibited Use of Premises.

(a) District shall not do or permit anything to be done in or about the Premises, including Building B, nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering said premises or any part thereof or any of its contents. Nor may District cause a cancellation of any insurance policy covering the Premises or any part thereof or permit to be kept or used in or about the Premises any article, which may be prohibited by standard form fire insurance policies or by any El Cerrito City Codes or any other applicable laws.

(b) District shall not commit, suffer, or permit the commission by others of:
(1) any waste or nuisance of the Premises;
(2) any action or use on the Premises which interferes or conflicts with the use of the Premises by City or any authorized person; or
(3) any action on the Premises in violation of any laws, regulations, or ordinances.

(c) No goods, merchandise, or material shall be kept, stored, generated, produced, disposed or transported to or from, used or sold in or on the Premises which constitute Hazardous Materials, and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon. No machinery or apparatus shall be used or operated on the Premises which will in any way injure said Premises, or improvements thereon. For purposes of this Agreement, "Hazardous Materials" are defined as, but shall not be limited to: flammable explosives, asbestos, radioactive materials, hazardous waste, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials, substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; and those substances defined as "hazardous waste" in Section 25316 of the California Health and Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws. District acknowledges that District is not looking to or relying upon City to disclose any matters which City might be required to disclose under California Health & Safety Code Section 25359.7 and that all such matters have been investigated by District to District's satisfaction.

15. Alterations. Except as to Building B Improvements made in accordance with Section 5 and signage made in accordance with Section 10, District shall not allow or cause any alterations, additions or improvements to or of the Premises, or any part thereof, without the prior written consent of the City Manager.

16. District Volunteers. For any work performed by District volunteers on the Premises which shall include Building B, all volunteers shall sign hold-harmless forms approved by the City and return those forms to the City prior to the commencement of such volunteer work.

17. Termination.

(a) Either Party may terminate this Agreement upon 90 days' prior written notice to the other Party.

(b) If District removes or relocates Building B in accordance with Section 13 and vacates the Premises, then this Agreement shall terminate upon such removal/relocation and vacation.

(c) If the Parties do not agree to extend the Agreement for the Renewal Term pursuant to Section 3, then this Agreement shall terminate upon the expiration of the Initial Term.

(d) If the Parties extend the Agreement for the Renewal Term pursuant to Section 3, then it shall terminate upon the expiration of the Renewal Term.

(e) Upon termination of this Agreement, except for the Buildings, all improvements constructed on the Premises by the District shall be the exclusive property of City, and City shall be solely responsible for the ongoing maintenance and security of such improvements.

(f) Upon termination of this Agreement, the District shall be responsible, at its sole cost and expense, for restoring the Premises to its original condition including removing property, equipment, and structures placed on the Premises by the District excluding the Buildings.

18. Possessory Interest. District expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that District may be subject to the payment of property taxes levied on such interest. District is responsible for determining whether this possessory interest is subject to property taxation.

19. Compliance with Laws. District has represented to the City and hereby warrants that District has complied with all laws applicable to the acceptance and use of the License herein granted. District shall observe and comply at all times with all applicable federal, state, county and city statutes and ordinances, rules, regulations, directives, and orders of Governmental Authorities now in force or which may hereinafter be in force relating to or affecting the use of the License herein granted.

20. Insurance. As of the Effective Date and thereafter throughout the Term, District and the District's contractors shall, at its sole cost and expense, procure, carry and maintain in full force and effect in a form acceptable to City and with insurance companies authorized to transact business in the State of California, insurance coverage by the following policies of insurance:

(a) Commercial General Liability insurance with liability coverage not less than Four Million Dollars (\$4,000,000) per each occurrence for each of bodily injury liability, personal injury liability, property damage liability, products and completed operations liability and advertising injury liability that may arise out of or result from District's use of the Premises or

operations or contractor's operations under its contract with District, and for costs and expenses (including attorneys' fees and court costs) incurred in connection therewith.

(b) Workers Compensation Insurance for all District employees as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(c) Property insurance against all risks of loss to any tenant improvements or betterments which shall include Building B, at full replacement cost with no coinsurance penalty provision. Property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to 100% of the replacement value of the Buildings, with deductible, if any, acceptable to City.

(d) Pollution Legal Liability and Remediation applicable to District operations with a limit no less than Two Million Dollars (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

(e) With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from injuries to District employees resulting from work for the District or use of the Premises.

(f) All policies of liability insurance obtained and maintained by the District in accordance with this Section shall name City, its officers, officials, employees, and volunteers as additional insureds and shall further provide that the insurance policy so endorsed will be the primary insurance providing coverage for City.

(g) District's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(h) The insurance required by this Section shall be provided under an occurrence form, and the District shall maintain such coverage continuously throughout the Term of this Agreement. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. All insurance required hereunder shall be effected under valid and enforceable policies issued by responsible insurers authorized to do business in the State of California and to issue policies of the nature and in the liability amounts required above, and with an A.M. Best rating of at least "A-VIII."

(i) The District shall furnish to City copies of the Certificates of Insurance. The Certificate of Insurance shall provide that the insurance company shall endeavor to notify City

by written notice at least thirty (30) days prior to any cancellation, reduction or modification of coverage. The District shall furnish City with copies of any and all policies of insurance required hereunder, if so requested by City. In the event the District does not comply with the requirements of this Section, the City may at its option purchase insurance coverage to protect itself and the Premises and the District shall be responsible for paying the costs of such insurance.

21. Indemnity and Hold Harmless. District agrees to and shall indemnify, defend (with counsel acceptable to City) and hold harmless City and City's officers, officials, employees, agents and volunteers (collectively, the "**City Indemnitees**") from and against any and all Claims, which any of the City Indemnitees may suffer arising out of or in connection with District access and use of the Premises, which shall include Building B, and any activities conducted on the Premises by District and District's agents, contractors, subcontractors and employees pursuant to this Agreement which shall include, but is not limited to, the release or threatened release of Hazardous Materials, District's failure to comply with all governmental laws, regulations and permits, including, but not limited to, full compliance with the Americans with Disabilities Act; and any default by District in the performance of its obligations under this Agreement (collectively "**Liability**") except such Liability caused by the sole negligence or willful misconduct of the City. For purposes of this Agreement, the term "**Claims**" shall mean any and all actions, suits, causes of actions, claims, demands, liabilities, judgments, penalties, losses, damages and/or claims for bodily injury and/or property damage, costs and expenses of every nature, including reasonable attorney's and expert's fees and costs. Notwithstanding the forgoing, this Section 21 shall not apply to claims arising from (a) the City's exercise of its rights under Section 6 of this Agreement; or (b) the use or condition of the El Cerrito Police Department Structures.

22. Default. A Party shall be in default under this Agreement if such Party breaches any obligation to be performed by such Party under this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice from the other Party specifying in reasonable detail the nature of such default; provided, however, that with respect to non-monetary defaults only, if such non-monetary default is of such nature as is capable of being cured but not within said ten (10) business day period, a Party shall not be deemed in default hereunder if, and so long as, such Party commences to cure such default within said ten (10) business day period and proceeds diligently and continuously to complete the cure of such default within said reasonable additional time as is necessary to cure such default.

23. Inspection by City. City shall be permitted to enter and inspect the Premises which shall include Building B at any and all times. City is not required to provide District with advanced notice of said inspection.

24. Extent of Grant of License. This Agreement and the License herein granted are valid only to the extent of City's jurisdiction as a landowner of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of District. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the City.

25. **Assignment.** The License herein granted is personal to District and shall not be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of City, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until City shall have given its written consent thereto. City may withhold its consent for any reason.
26. **Provisions are Condition of Use/Occupancy.** Each provision of this Agreement shall be deemed a condition of the right of District to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if District fails to perform any provision of this Agreement at the time and in the manner herein provided, City may, at its own option, immediately terminate this Agreement. The City's right to terminate shall be cumulative to any other legal right or remedy available to City.
27. **District No Agent.** District, its officers, agents, employees, and volunteers shall act in an independent capacity and shall not represent themselves whatsoever as an agent of the City. District shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
28. **License Not a Lease.** This Agreement does not constitute a lease, but constitutes a revocable License and District is limited to the use of the Premises expressly and specifically described above. District shall have no right or privilege in any respect whatsoever to use any other part of Premises for any purpose whatsoever. District does not claim any interest that, when coupled with the License herein granted, would render it irrevocable.
29. **No Waiver of Enforcement.** The City's failure to enforce any Section of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such Section. The Section shall remain in full force and effect.
30. **Relationship.** The Parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
31. **Miscellaneous.**
- (a) If either Party shall bring an action to enforce its rights hereunder, the prevailing Party in such action shall be entitled to its reasonable attorney's fees and costs from the non-prevailing Party.
 - (b) This Agreement shall not be amended or modified except by written instrument signed by the Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes by all prior agreements or understandings, oral or written, between the Parties in this regard.
 - (c) This Agreement shall be construed in accordance with the laws of the State of California and the City of El Cerrito.
 - (d) Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Contra Costa, State of California.
 - (e) If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

32. **Notices.** All notices to be given hereunder shall be in writing and shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private courier service). Notices may also be given by email or fax, provided that the notice is concurrently given by one of the methods described in the preceding sentence (with deposit in the mail or delivery to the courier to be made no later than the next business day following fax transmission) and that confirmation of completed transmission is obtained. The address for notices shall be:

The City: City of El Cerrito
7007 Moeser Lane
El Cerrito, CA 94530
Attn: Recreation Director
Email: cjones@ci.el-cerrito.ca.us
FAX: (510) 528-9413

The District: Kensington Police Protection and Community Services District
10940 San Pablo Avenue
El Cerrito, CA 94530
Attn: General Manager
Email: tconstantouros@kppcsd.org

The person and the place to which notices are to be mailed or delivered may be changed by either Party by written notice to the other Party given in accordance with the provisions of this Section.

33. **Binding Effect.** Subject to Section 25, each and all of the covenants, terms, agreements and obligations of this Agreement shall extend to and bind and inure to the benefit of the respective successors and assigns of the Parties hereto.

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

[Signatures on Following Page]

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

Licensee:

**Kensington Police Protection
and Community Services District**

By: *Tony Constantouros*
Tony Constantouros (Jul 26, 2022 17:18 PDT)
Tony Constantouros
Interim General Manager

Licensor:

City of El Cerrito

By: *Karen Pinkos*
Karen Pinkos
City Manager

ATTEST:

Lynelle M Lewis
Lynelle Lewis, District Clerk of the Board

Holly Charley
Holly Charley, City Clerk

APPROVED AS TO FORM:

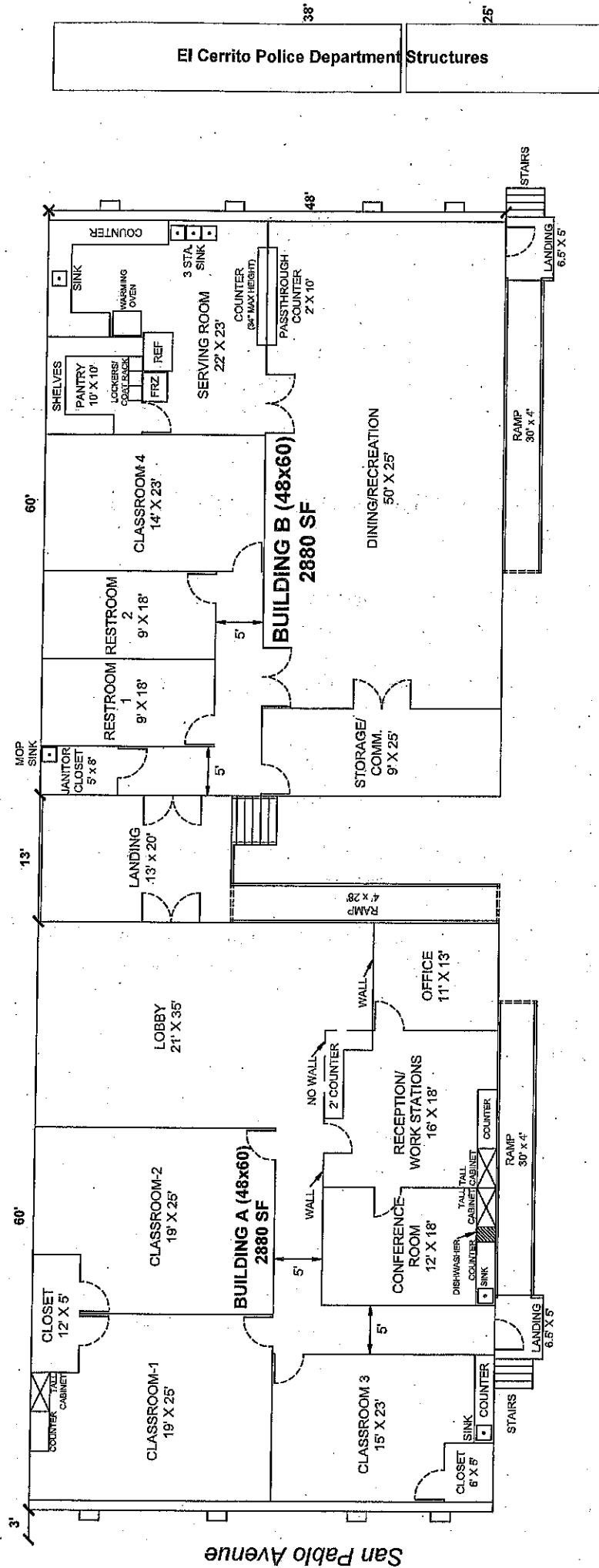
Ann R. Danforth
Ann R. Danforth (Aug 1, 2022 10:11 PDT)
Ann Danforth, District General Counsel

Sky Woodruff
Sky Woodruff (Jul 27, 2022 09:49 PDT)
Sky Woodruff, City Attorney

5132911.3

10940 San Pablo Avenue
El Cerrito, CA 94530

Exhibit A



Parking Lot (28 spaces, including 2 ADA)

San Pablo Avenue

El Cerrito Police Department Structures

Kearney Street Entrance







El Cerrito - Kensington license agreement for 10940 San Pablo

Final Audit Report

2022-07-27

Created:	2022-07-27
By:	Sky Woodruff (sky@meyersnave.com)
Status:	Signed
Transaction ID:	CBJCHBGAABAAC3ynz9XHcjD_VCy5IFDPQ6gmt3dffBz

"El Cerrito - Kensington license agreement for 10940 San Pablo" History

-  Document created by Sky Woodruff (sky@meyersnave.com)
2022-07-27 - 4:35:43 PM GMT - IP address: 206.169.145.130
-  Document emailed to swoodruff@meyersnave.com for signature
2022-07-27 - 4:40:47 PM GMT
-  Email viewed by swoodruff@meyersnave.com
2022-07-27 - 4:48:54 PM GMT - IP address: 161.129.162.63
-  Signer swoodruff@meyersnave.com entered name at signing as Sky Woodruff
2022-07-27 - 4:49:47 PM GMT - IP address: 206.169.145.130
-  Document e-signed by Sky Woodruff (swoodruff@meyersnave.com)
Signature Date: 2022-07-27 - 4:49:49 PM GMT - Time Source: server - IP address: 206.169.145.130
-  Agreement completed.
2022-07-27 - 4:49:49 PM GMT



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and approval of Resolution No. 2023-03, A Resolution Establishing the District's own checking account and separating from the County of Contra Costa in regard to financial transactions.

Recommendation

Approval of Resolution No. 2023-03, A Resolution Establishing the District's Own Checking Account and Separating from the County of Contra Costa in Regard to Financial Transactions.

Background

The Community Services Government Code in section 61053 outlines the process in which an independent district such as KPPCSD can separate from the respective county and "establish an alternative depository. The attached Resolution follows that Government Code and once it has been approved the Resolution will be presented to the County and the District will move forward with using and generating its own financial standing. Please note that the Resolution establishes me as the Treasurer and when a regular, not interim General Manager is selected the Resolution will need to be updated.

Below, for the benefit of the Board and our residents, is an outline, approved by the CPA firm in regard to processing monies in/out of Kensington Police Protection Community Services District.

This memo, once finalized, will become a policy of the KPPCSD in regard to the handling of monies for the District.

1. Revenue streams that are generated by property tax sharing, special assessments and taxes will continue to be received by the County and deposited in the District's County Cash account.
2. As the County places those revenues in the respective accounts the district will move that money into the District's external checking and saving accounts. Moving the money will require Board Action, however, the money will continue to be accounted for regarding the proper department it must be used for.
3. The district will generate checks for payables on a regular twice a month cycle. The process will include coding by staff to the proper expense line item and department and the sign off the

Establishing the District’s Own Checking Account
 And Separating from the County of Contra Costa in
 Regard to Financial Transactions
 April 13, 2023
 Page 2 of 2

Chief and/or The General Manager. This will generate checks in the house that will require two signatures. The accounts payable will generate a listing of the checks paid which the Board will ratify at each Board Meeting.

4. The district will be responsible for taking non-County generated revenue, i.e. Franchise Fees, and depositing those monies into the proper District Account.
5. The district will be responsible each month for reconciling revenue in and expenses out and generating the proper financial statements which will be presented to the Board the following month.
6. On a monthly basis, the General Manager will explain the district finances as they compare budget to actual.
7. Payroll will be handled in the following manner:
 - a. The Chief and General Manager will approve time as reported by each employee on the InTime app.
 - b. It is hoped that bridge software will allow the District to send the approved time reports directly to Paylocity for processing.
 - c. The District will fund the payroll and fund the taxes, retirement and insurance as needed in the same manner as accounts payable, in the District payroll checking account (separate from the accounts payable checking account).

Estimated bank activity:

KPPCSD

Monthly Bank Activity Summary

Acct	Transaction Estimate	Type
Payroll	15	EFTs (payroll & other)
Checking	61	Checks
Savings	1	Cash Deposits (not property tax, miscellaneous receipts)
Savings	1	Transfers (LAIF to/from Savings)
Savings	2	County Property Tax Deposits

Exhibit

- Resolution No. 2023-03, A Resolution Establishing the District’s Own Checking Account and Separating from the County of Contra Costa in Regard to Financial Transactions

RESOLUTION NO. 2023-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
KENSINGTON POLICE PROTECTION AND COMMUNITY
SERVICES DISTRICT TRANSFERRING TREASURER AUTHORITY
FROM CONTRA COSTA COUNTY TO THE BOARD OF
DIRECTORS OF THE KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT**

The Board of Directors of the Kensington Police Protection and Community Services District (“Board of Directors”) does find as follows:

WHEREAS, California Government Code Section 61052 (a) specifies that the treasury of the principal county of the Community Services District is the depository of all the district funds of the district, meaning that Contra Costa County is currently the treasurer for the Kensington Police Protection and Community Services District; and

WHEREAS, California Government Code Section 61053 allows a board of directors of a Community Services District to adopt a resolution transferring responsibility for the district treasury to the board of directors of the district, provided that district funds are deposited as provided in Government Code Section 61053; and

WHEREAS, the Board of Directors of the District desires to transfer District funds from the treasury of Contra Costa County to a qualifying financial institution approved by the Board and to do so it must first transfer district treasury responsibility from Contra Costa County to the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kensington Police Protection and Community Services District, the board transfers responsibility for the District Treasury from Contra Costa County to the Board and the Board understand that Contra Costa County will continue to hold tax, assessment and other revenues in specific accounts for the District to draw off of.

BE IT ALSO RESOLVED by the Board of Directors for The Kensington Police Protection and Community Services District that the General Manager is designated the Treasurer for the District and will ensure that this process is completed by July 31, 2023.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the 13th day of April, 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

Alexandra Aquino-Fike
President, Board of Directors

HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the regular meeting of said Board held on Thursday, the 13th day of April, 2023.

Lynelle M. Lewis
Clerk of the Board

David Aranda
Interim General Manger



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approve Resolution 2023-04 Authorizing Investment of Monies In The Local Agency Investment Fund

Recommendation

Approve Resolution No. 2023-04, A Resolution of the Board of Directors of the Kensington Police Protection and Community Services District Authorizing Investment of Monies in the Local Agency Investment Fund.

Background

Many Independent Special Districts use the Local Agency Investment Fund (LAIF) to hold their money for investment purposes that also provides quick liquidity. KPPCSD currently has an account with LAIF but the authorized names are with the County of Contra Costa. In speaking with a LAIF representative, the District can change that format with the attached Resolution and an Authorization for Transfer of Funds Form (also attached).

While authorized signatures will continue to protect the integrity and safety of moving district funds, the change to KPPCSD officers having the authorization will allow for a speedier process and separate the District from the County.

Fiscal Impact

None.

Attachments

1. Resolution No. 2023-04 – A Resolution of the Board of Directors of the Kensington Police Protection and Community Services District Authorizing Investment of Monies in the Local Agency Investment Fund.
2. Authorization for Transfer of Funds Form



**California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds**

Effective Date
4/14/2023

Agency Name
Kensington Police Protection & Community Services District

LAIF Account #
16-07-003

Agency's LAIF Resolution # _____ or Resolution Date 4/13/2023

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title
David Aranda	Interim General Manager
Alexandra Aquino-Fike	Board President
Sarah Gough	Board Vice-President
Sylvia Hacaj	Board Director
Cassandra Duggan	Board Director

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature
David Aranda

Print Name
Interim General Manager

Title
510-526-4141

Telephone

Signature
Alexandra Aquino-Fike

Print Name
Board Vice-President

Title
510-526-4141

Telephone

Please provide email address to receive LAIF notifications.

Name	Email
David Aranda	DAranda@kppcsd.org
Cindy Byerrum	cbyerrum@eidebailly.com

Please email the completed form for review to laif@treasurer.ca.gov and allow 2 days for the review. DO NOT mail the original form until you receive a response from LAIF that the form is acceptable.

Mail the approved form to: CA State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

RESOLUTION NO. 2023-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
KENSINGTON POLICE PROTECTION AND COMMUNITY
SERVICES DISTRICT AUTHORIZING INVESTMENT OF MONIES
IN THE LOCAL AGENCY INVESTMENT FUND**

The Board of Directors of the Kensington Police Protection and Community Services District (“Board of Directors”) does find as follows:

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, The Board of Directors for the Kensington Police Protection and Community Services District located at 10940 San Pablo Ave., El Cerrito, CA 94530 hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the Kensington Police Protection and Community Services District;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of Kensington Police Protection Community Services District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided therein.

BE IT FUTHER RESOLVED as follows:

1. The following Kensington Police Protection District Community Services District officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

David Aranda, Treasurer, _____

Alexandra Acquino-Fike, Board President _____

Sarah Gough, Board Vice-President _____

2. This resolution shall remain in full force and effect until rescinded by The Kensington Police Protection Community Services District Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the 13th day of April , 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

Alexandra Aquino-Fike
President, Board of Directors

HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the regular meeting of said Board held on Thursday, the 13th day of April, 2023.

Lynelle M. Lewis
Clerk of the Board

David Aranda
Interim General Manger



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and Approval to Move Money from the Local Agency Investment Fund (LAIF) to Five Star Bank with the Amount to be Determined

Recommendation

Approve moving \$500,000 from the LAIF account into the Five Star Bank Account.

Background

As has been discussed with the prior agenda items, the District will begin processing payments and payroll using Five Star Bank and their own internal controls, as opposed to dealing with the County. The moving of money out of LAIF is common this time of year in order to fund bills and payroll for the remaining fiscal year. It is important to note that LAIF is typically used by districts to hold funds for quick turnaround in liquidity while earning interest.

Five Star Bank is actually providing a higher interest rate at this writing, so the moving of money to Five Star Bank to pay bills and cover payroll will not have any negative effect on the District continuing to earn interest of money in the account.

Attachment

- LAIF February 2023 Statement

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

March 03, 2023

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT
TREASURER-TAX COLLECTOR
625 COURT STREET
FINANCE BUILDING, ROOM 102
MARTINEZ, CA 94553-1281

Tran Type Definitions

Account Number: ~~33-02-00~~

February 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	651,452.49
Total Withdrawal:	0.00	Ending Balance:	651,452.49



Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and Approval Regarding Joining Contra Costa Special Districts Association and Related Actions

Recommendation

Discussion and possible approval of the following actions related to joining CCSDA: 1) Motion to approve joining CCSDA for \$150/year; 2) Motion to approve those interested in attending the CCSDA 30th anniversary event at \$75.00 per person; and 3) Over the next week each Board Member let me know their interest in the CSDA events outlined in this ASI.

Background

There are two important facets in serving on a governing board. One is being informed and educated and the other is developing a network that provides information and contacts for future needs.

The District is a member of California Special Districts Association and there are a number of benefits to that membership. The General Manager is recommending that the District join the local chapter, Contra Costa Special Districts Association. The membership per year is \$150. The local chapters provide speakers and information that are specific to the Contra Costa area.

The local chapter is celebrating its 30th year of existence with a dinner and various speakers. The cost for this event is \$75.00 per person. The General Manager would like to determine who is interested in attending and if the board would approve this expense being paid by the District. In addition to the local event the General Manager is bringing to the attention of the board two important conferences that CSDA is putting on August 28-31, 2023 in Monterey. I may be able to obtain a grant to cover the registration costs but there would still be the travel costs.

The other event that will be held on October 22-25 in Santa Rosa and is the Special District Leadership Academy. As noted in the attached flyer this focus on Good Governance Training. This may also be eligible for a grant for registration costs.

For these two events I would like to know the interest of each of the directors in attending either one or both of the events and I could then estimate the costs and budget for next fiscal year for this travel expense.

It is important to note that the District has a District of Distinction Designation and a Transparency Certificate from CSDA which required showing that the District had certain policies in place and that the Board at the time of the application had taken certain educational classes. In order to renew this Certificate the new board members would be required to attend certain educational classes. The renewal for these two important certificates is March 31, 2024, so we do have some time.



**California Special
Districts Association**
Districts Stronger Together

2023 Annual Conference & Exhibitor Showcase

The leadership conference for special districts.

The CSDA Annual Conference and Exhibitor Showcase is the one conference special district leaders can't afford to miss! It is the most densely packed educational and networking experience available to special districts.

Come together with other special district leaders from across the state to meet with industry suppliers, hear from the best in special district-specific topics with over 30 breakout session options, network with your peers, and more at the leadership conference for special districts.

For more information and conference schedule visit the [conference website](#).

\$675 Early / \$750 CSDA Member

\$1010 Early / \$1125 Non-member

Early bird registration is available through Saturday, August 5, 2023

Interested in Exhibiting/Sponsoring? Check out all of the opportunities and register [here](#).

Need help paying for this Conference? Scholarship

Sign In

Username

Password

Keep me signed in

SIGN IN

[Forgot username?](#) |

[Forgot password?](#)

funds are available from the Special District Leadership Foundation (SDLF). There's no district budget limit and you do not need to be a CSDA member to receive funds.

Apply [here](#)

HOTEL ROOM RESERVATIONS: Room reservations at the Marriott and Portola Hotel & Spa are available starting at the rate of \$229 plus tax. The room reservation cut-off is August 5, 2023; however, space is limited and may sell out before this date. One night's non-refundable room and tax will be charged at the time a reservation is made for rooms reserved at the Portola and charged on 8/5/23 for rooms reserved at the Marriott.

Information regarding hotel reservations and links to book in the CSDA room block will be emailed to the attendee only (not the individual registering the attendee) within 24 hours of registration.

Eligible for SDRMA Credit Incentive Points.

Cancellation Policy:

Cancellations must be in writing and received by CSDA no later than August 5, 2023. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after August 5, 2023. Substitutions are acceptable and must be done in writing no than later August 18, 2023. Please submit any cancellation notice or substitution request to meganh@csla.net or fax to 916-520-2465.



Two Locations • Two Options

ATTEND CSDA'S SPECIAL DISTRICT LEADERSHIP ACADEMY CONFERENCE



Local boards are the reason why local control is local. Special district boards are the voices of the community, and they are also a large reason why special districts exist.

The truth is that every elected or appointed public official needs to worry about governance; governance is what boards do. It's what they bring to the table.

Governance is taking the wishes, needs, and desires of the community and transforming them into policies that govern the district.

Whether you're new to the board, or someone who has served for many years, this conference provides essential tools and information to effectively govern your district!

Attendees will learn:

- Teamwork: The roles of the board and staff in your district.
- Attributes and characteristics of highly effective boards.
- How culture, norms, values, and operating styles influence the district.
- Specific jobs the board must perform.
- How individual values, skills, and knowledge help to shape how effective boards operate.
- The importance of moving from "I" to "we" as the governance team.
- The board's role in setting direction for the district.
- The board's role in finance and fiscal accountability.
- And much more!



Credit Incentive Points

SDRMA Credit Incentive Points

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses, and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program. Credit incentive points can be earned based on an agency's attendance at the Special District Leadership Academy Conference, reducing SDRMA member's annual contribution amount.



February 26 – March 1, 2023
Embassy Suites La Quinta Hotel & Spa
50-777 Santa Rosa Plaza
La Quinta, CA 92253

HOTEL ROOM RESERVATIONS

Room reservations are available at the CSDA rate of \$180 plus tax, single or double occupancy. You will receive a link to make your hotel reservation AFTER you have registered for the conference. The room reservation cut-off is January 25, 2023; however, space is limited and may sell out before this date.

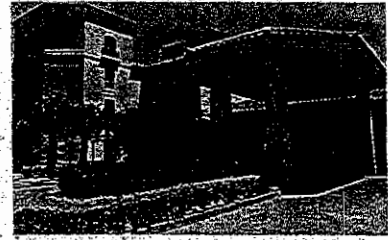
CSDA rate includes complimentary full, cooked to order breakfast buffet, complimentary Nightly Managers Reception, complimentary self-parking, and complimentary guest room Wi-Fi.



EARLY BIRD DISCOUNT

The early bird discount for this location requires registration on or before Tuesday, January 25, 2023.

Cancellations must be in writing and received by CSDA no later than January 25, 2023 at 5:00 p.m. All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after January 25, 2023. Substitutions are acceptable and must be done in writing no later than February 17, 2023 at 5:00 p.m. Please submit any cancellation notice or substitution requests to meganh@csda.net or fax to 916-520-2465.



October 22 – 25, 2023
Hyatt Regency Sonoma Wine Country
170 Railroad Street
Santa Rosa, CA 95401

HOTEL ROOM RESERVATIONS

Room reservations are available at the rate of \$157* plus tax, single or double occupancy plus \$25/night per room discounted destination fee. You will receive a link to make your hotel reservation AFTER you have registered for the conference. The room reservation cut-off is September 22, 2023; however, space is limited and may sell out before this date.

CSDA rate and discounted destination fee includes glass of wine upon check-in, unlimited personal Wi-Fi access, exclusive winery offers from winery partners, electric vehicle charging stations, daily in-room water, and daily wine tasting in lobby.

**Rate at this location will be the current per-diem rate, \$157 as of 11/22 but subject to change.*



EARLY BIRD DISCOUNT

The early bird discount for this location requires registration on or before Thursday, September 22, 2023.

Cancellations must be in writing and received by CSDA no later than September 22, 2023, at 5:00 p.m. All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after September 22, 2023. Substitutions are acceptable and must be done in writing no later than October 13, 2023, at 5:00 p.m. Please submit any cancellation notice or substitution requests to meganh@csda.net or fax to 916-520-2465.

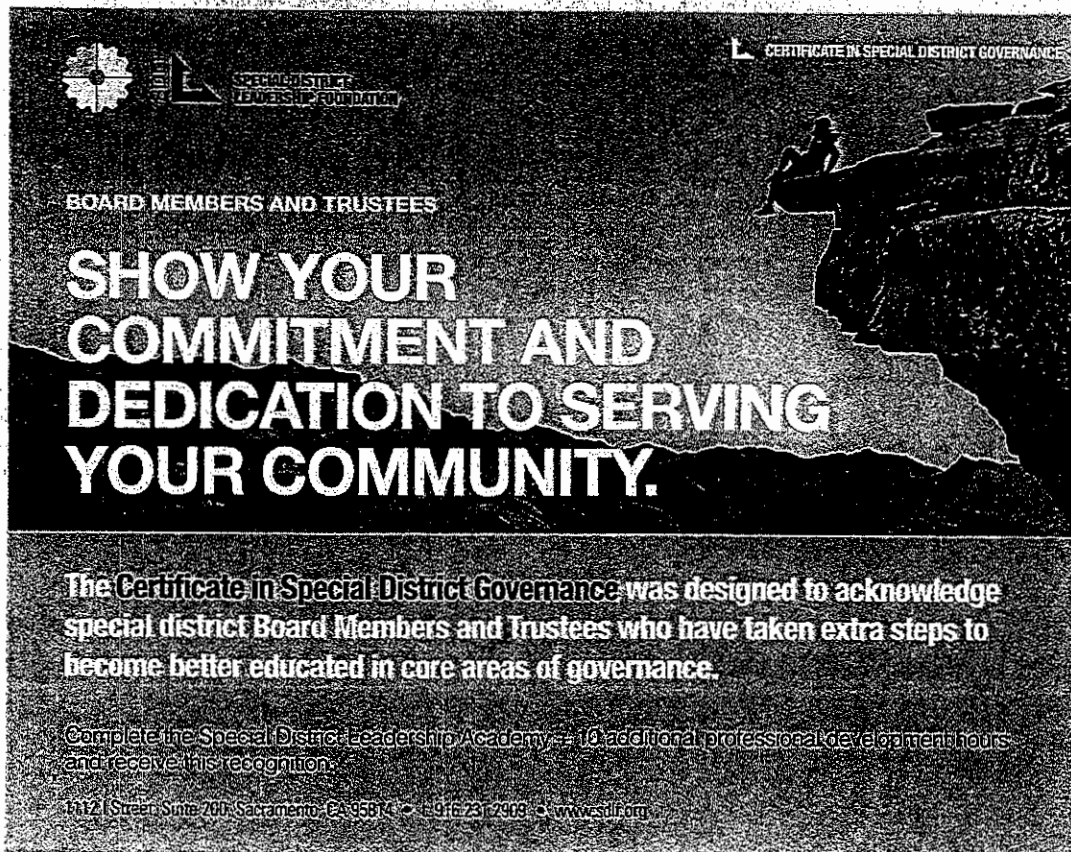
BOARD & STAFF LEARN TO WORK AS A TEAM.



Participate in the **Special District Leadership Academy Conference** and complete all four modules of the Academy during the course of two and a half days.

This conference content is based on CSDA's Special District Leadership Academy (SDLA) groundbreaking, curriculum-based continuing education program, which recognizes the necessity for the board and general manager to work closely toward a common goal. SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district board members.

"This conference was very informative and presented well. Each presenter was very knowledgeable on the subject matter. I feel this training should be mandatory for all special district board members and GM's."

Scott Frick,
Scott Valley Fire Protection District



  **SPECIAL DISTRICT LEADERS FOUNDATION**

CERTIFICATE IN SPECIAL DISTRICT GOVERNANCE

BOARD MEMBERS AND TRUSTEES

SHOW YOUR COMMITMENT AND DEDICATION TO SERVING YOUR COMMUNITY.

The Certificate in Special District Governance was designed to acknowledge special district Board Members and Trustees who have taken extra steps to become better educated in core areas of governance.

Complete the Special District Leadership Academy -- 10 additional professional development hours and receive this recognition.

1121 Street Suite 200 Sacramento, CA 95811 • 916.231.7409 • www.sdlf.com



**Contra Costa Special Districts Association
California Special Districts Association
Contra Costa County Chapter**



**California Special
Districts Association**
Districts Stronger Together

(<https://contracostasda.specialdistrict.org/>)

[Contact Us \(/contact-us\)](#)

Search...	Go!
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THIS ITEM APPEARS ON

CONTRA COSTA SPECIAL DISTRICTS ASSOCIATION 30TH ANNIVERSARY EVENT - REGISTER NOW!! (/2023-04-27-
CONTRA-COSTA-SPECIAL-DISTRICTS-ASSOCIATION-30TH-ANNIVERSARY-EVENT-REGISTER-NOW)

Welcome to the CCSDA 30th Anniversary Event!

Event tickets are \$75.00 each. ***When entering payment amount please enter the total for all tickets being purchased.*** Please complete the form below to specify attendees and their meal choice. We look forward to seeing you there!





Date: April 13, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and Direction in Regard to a Contract between KPPCSD and All City Management Services for Crossing Guard Service at Kensington School

Recommendation

This is a discussion item with the General Manager looking for some direction in regard to this issue.

Background

It is my understanding that years ago the School District determined that they could not afford crossing guards any longer and so the KPPCSD took up that responsibility, and thus entered into a contract with a private company to supply crossing guards at the Kensington School.

For the school year of 21/22 the contract was for \$18,245 per year. For 22/23 the contract jumped to \$31,509 and the contract attached is being presented at \$39,213 per year.

This General Manager does not believe that the District should be expanding the amount of District funds that are designated for KPPCSD and not for the school district. It is understood that the service provided is for the safety and good of the children in the community of Kensington, so this agenda item is with the purpose of discussing other alternatives that might be available in keeping the children safe without the large expense being borne by the District.

It should be noted that the General Manager has left three messages with All City Management Services to speak about the contract. To date no one has called me back.

Exhibit(s)

- All City Management Contract



ALL CITY MANAGEMENT SERVICES

March 28, 2023

Brad Harms, Traffic Safety Officer
Kensington Police Dept.
217 Arlington Ave.
Kensington, CA 94707

Dear Brad,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2023-2024 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce was decimated and since then we have struggled to maintain a sufficient workforce. In many cases we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2023-2024 fiscal year. To facilitate the calculation of the 2023-2024 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 4301

Billing Rate for 2023/2024: \$ 43.57

Kensington Police Dept.
217 Arlington Ave.
Kensington, CA 94707

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		5		180		\$43.57	=	\$39,213.00
2 Sites at 2.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate			

TOTAL PROJECTED HOURS

900.00

TOTAL ANNUAL PROJECTED COST

\$39,213.00