



Agenda

Kensington Police Protection and Community Services District

Board of Directors
Special & Regular Meetings (**Hybrid**)

Thursday, October 12, 2023
6:00 p.m. Special Meeting (Closed Session)
7:00 p.m. Regular Meeting
Kensington Community Center
59 Arlington Avenue, Kensington, CA

www.kppcsd.org/2023-10-12-kppcsd-board-meeting

The page at the URL above will have instructions on how to join the
online meetings.

Virtual Access:

<https://us02web.zoom.us/j/81938117100?pwd=Nmpob3dRS01ZUk1IOXp0QVNhYmc4Zz09>

Webinar ID: 819 3811 7100 Passcode: 520981

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 the Special Meeting agenda are invited to make oral comments of up to 3 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 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.*

Adjourn to Closed Session

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't. Code Sec. 54956.9(d)(1)
Name of case: In the Andrea Di Napoli v. KPPCSD, CRD No. 202307-21348720

2. CONFERENCE WITH LABOR NEGOTIATORS (Gov't. Code Sec. 54957.6)
Agency designated representative: David Aranda
Employee organization: POA
3. PUBLIC EMPLOYEE APPOINTMENT (Gov't. Code Sec. 54957)
Title: General Manager

Regular Meeting - 7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **President's Comments**
4. **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.*

Consent Calendar

5. Approve minutes for the Special and Regular Meetings of September 14, September 17, and September 27, 2023.
6. Receive and file financial reports and ratify the September 2023 bills paid.

Comments & Reports

7. Police Chief Report.
 - Monthly Report
8. General Manager's Report.
 - Monthly Report
 - KCC Recreation Office Report September 2023
9. Verbal update from the Ad Hoc Consolidation Committee.
10. Update by the Police Department and District Office Permanent Location Ad Hoc Committee.
11. Director Comments.

Discussion and Action

12. Approve agreement with In-Time Services Inc. for timekeeping-to-payroll services at a cost of \$13,125.
13. Approve agreement with Public Safety Family Counseling Group, Inc. for psychological counseling services at a cost of \$7,500/year.
14. Approve update to Lieutenant Salary Schedule effective January 1, 2024.
15. Declare two vehicles as surplus and lease/ purchase an administrative police vehicle at a cost not to exceed \$50,000.
16. Discussion and possible appointment regarding a wellness survey for the community of Kensington.
17. Discussion and recommendations regarding the Contra Costa County Hazard Mitigation Plan Development which incorporates KPPCSD and KPFD.
18. Approval to perform a Geotechnical Engineering Study in the area along the Arlington South of 61 Arlington Ave.

Adjourn

The next regular meeting is scheduled for November 9, 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.

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Thursday, September 14, 2023

Special & Regular Meetings (Hybrid)

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

Call to Order [[TS 3:58 Inaudible](#)]

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

Roll Call [[TS 3:58 Inaudible](#)]

Director Cassandra Duggan, Vice-President Sarah Gough, Director Sylvia Hacaj, Director David Spath, 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 5:18](#)]

None.

Adjourn to Closed Session

The Board adjourned to closed session at 6:05 p.m. to discuss public employment pursuant to Section 54957(b) to consider the appointment, employment, evaluation of performance, discipline or dismissal of a public employee (Interim General Manager).

Announcements from Closed Session [[TS 1:05:01](#)]

President Aquino-Fike announced that there was nothing to report from closed session.

Regular Meeting - 7:00 p.m.

1. **Call to Order** [[1:05:11](#)]

President Aquino-Fike called the meeting to order at 7:04 p.m.

2. **Roll Call** [[TS 1:05:18](#)]

Director Cassandra Duggan, Vice-President Sarah Gough, Director Sylvia Hacaj, Director David Spath, 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** [[TS 1:05:33](#)]

President Aquino-Fike commented that Item 14 was pulled from the agenda and would be considered at a future meeting.

4. **Public Comment** [[TS 1:05:55](#)]

None.

Consent Calendar [[TS 1:06:44](#)]

- Motion by Director Duggan, seconded by Director Spath, to approve the Consent Calendar, carried (5-0) by roll call vote.

5. **Minutes for the Special/Regular Meetings of August 10, 2023.**

Approved.

6. **Receive and File Financial Reports and Ratify the August 2023 Bills Paid.**

Received and filed.

Comments & Reports

7. **Police Chief Report.** [[TS 1:08:25](#)]

Interim General Manager Aranda reported that Chief Gancasz was on vacation. Mr. Aranda reported that a new officer recently had been hired and started field training. He noted that the interactions during National Night Out with the police and the community was fantastic.

8. **General Manager's Report.** [[TS 1:09:17](#)]

Interim General Manager Aranda said that his written report and the KCC Recreation Office Report had been submitted as part of the agenda packet. He mentioned the upcoming Kensington clean up event scheduled for September 18-22 and noted that Bayview Refuse is not set up for taking medications. In response to Director Duggan's questions, General Counsel Danforth and Interim General Manager Aranda answered questions about the contract with Lift and Sprint.

9. **Verbal update from the Ad Hoc Reorganization Committee.** [[TS 1:11:37](#)]

Director Spath noted he would combine this report with Item 12.

10. **Verbal Update by the Police Department and District Office Permanent Location Ad Hoc Committee.** [[TS 1:11:59](#)]

President Aquino-Fike reported that a letter had been received from the Unitarian Universalist Church of Berkeley that relayed their vote against a leasing arrangement with KPPCSD for a permanent location site. The Committee will continue to engage with other property owners in Kensington for housing options for our police. She also reported that they met with Contra Costa County Supervisor John Gioia to discuss ways to move forward.

11. **Director Comments.** [[TS 1:16:30](#)]

- Director Hacaj thanked Bayview Refuse for the expanded pickup service during cleanup week.
- President Aquino-Fike asked for a summary of how many people took advantage of the cleanup services.
- Director Duggan commented that assistance is available for getting junk onto the curb. Next, she offered her assistance to the Relocation Committee on seeking new sites, and then suggested that KPPCSD look into having flock cameras.
- Director Spath expressed appreciation to Bayview Refuse for the expanded pickup, and urged residents to be careful about separating hazardous waste.
- Addressing the Board were the following persons: 1) Lin Due asked about the decision by the Unitarian Universalist Church of Berkeley; and 2) Greg Christie, Bayview Refuse, thanked the Bboard for its comments and said they are available to answer questions about hazardous waste.

Discussion and Action

12. **Discussion and approval to issue a Request for Proposal (RFP) and solicit proposals in conjunction with the Kensington Fire Protection District (KFPD) regarding financial studies in exploring reorganization with the two entities.** [[TS 1:25:57](#)]

Director Spath reported that he and Director Hacaj had worked on the joint effort to issue a RFP that will carry out all tasks related to the financial analysis of consolidating or reorganizing the KPPCSD with the KFPD. The recommendation is that the cost would be split equally between the two boards.

- Motion by Director Hacaj, seconded by Director Duggan, that the Board approve the draft RFP and give the Interim General Manager and the General Counsel authorization to proceed with anything that needs to be ironed out should the Fire Board also approve, carried (5-0) by roll call vote.

13. **Discussion and adoption of Resolution No. 2023-03 (Revision #3), Authorizing Appointment Of The General Manager As Treasurer And Authorizing Transfer Of Treasurer Authority From Contra Costa County To The Board Of Directors Of The Kensington Police Protection And Community Services District.** [[TS 1:33:02](#)]

Interim General Manager Aranda reported that the District has been attempting to change from using the County as the District's treasurer to the District's resources as treasurer. He noted that resolutions #1 and #2 were rejected by Contra Costa County, so Mr. Aranda suggested making one more attempt.

- Motion by Vice-President Gough, seconded by Director Spath, to adopt Resolution No. 2023-03 (revision #3), carried (5-0) by voice vote.

Resolution No. 2023-03 (Revision #3) – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Authorizing Appointment Of The General Manager As Treasurer And Authorizing Transfer Of Treasurer Authority From Contra Costa County To The Board Of Directors Of The Kensington Police Protection And Community Services District.

14. **Approval of an amended contract with the General Manager regarding expenses.**

President Aquino-Fike announced this item was pulled from consideration.

Adjournment [[TS 1:35:52](#)]

President Aquino-Fike adjourned the meeting at 7:35 p.m. The next regular meeting is scheduled for October 12, 2023.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: October 12, 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

Sunday, September 17, 2023

Special Meeting

2:00 p.m.

Zip Code East Bay Office

388 Colusa Ave

Kensington, CA 94707

Meeting Start

The meeting began at 2:10 p.m.

Attendance

Director Cassandra Duggan, Vice-President Sarah Gough, Director Sylvia Hacaj, and Director David Spath were present. The public was invited to join via Zoom, but no one joined.

Presentation

The Board participated in a workshop hosted by Good Guest Kensington entitled “Living on Indengious Land”. Good Guest Kensington leaders, Laura Callen and Natalie Blackmur, led the presentation. The Board was given the opportunity to introduce themselves and ask questions. A positive dialogue ensued. The presentation was for information only and no action was taken by the Board.

Adjournment

The meeting adjourned at 3:50 p.m.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: October 12, 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, September 27, 2023

Special Meeting

Special Meeting 10:45 a.m.

Call to Order [TS 2:21]

President Aquino-Fike called the meeting to order at 10:47 a.m.

Roll Call [TS 2:28]

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

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

Special Meeting Agenda Item Public Comments [TS 2:49]

- Addressing the Board was John Gaccione who thanked Ann Danforth for her years of service as KPPCSD General Counsel and wished her the best in retirement.

Discussion and Action

1. **Approval to accept The Renne Public Law Group's, with Ann Danforth as General Counsel, resignation from serving as General Counsel for KPPCSD.** [TS 4:51]

On September 22, 2023 General Counsel Ann Danforth submitted her resignation to the Board as General Counsel of KPPCSD.

- Motion by Director Duggan, seconded by Director Spath, to accept The Renne Public Law Group's, with Ann Danforth as General Counsel, resignation from serving as General Counsel for KPPCSD, carried (5-0) by voice vote.
2. **Approval to ratify the two agreements with Best Best & Krieger (BBK) to serve both as special counsel for CalPERS pension and as General Counsel.** [TS 9:34]

Director Hacaj commented that the KPPCSD policies and procedures require that contracts over \$5,000 come to the entire Board for approval prior to being signed, that the agreements should have been reviewed by outside counsel rather than BBK, and that the Board should have been provided more background on the firm. Director Spath pointed out a couple administrative errors that needed to be corrected in Exhibit A. President Aquino-Fike commented that this practice is fairly common in the legal field especially in light of the urgency of matters facing the Board and the need for a new general counsel. Director

Duggan asked about costs and attendance at board meeting. Interim General Manager Aranda relayed his experience with BBK.

- Motion by Vice-President Gough, seconded by Director Duggan, to approve and ratify the two agreements with Best Best and Krieger to serve both as special counsel for CalPERS pension and as general counsel, carried (5-0) by voice vote.

Adjourn to Closed Session [[TS 24:25](#)]

3. At 11:09 a.m. the Board adjourned to closed session to discuss public employee appointment (Gov't. Code Sec. 54957); Title: General Manager.

Announcements from Closed Session [[TS 1:01:15](#)]

At 11:45 a.m. President Aquino-Fike announced that there were no reportable items from closed session.

Adjournment [[TS 1:01:28](#)]

President Aquino-Fike adjourned the meeting at 11:45 a.m. The next regular meeting is scheduled for Thursday, October 12, 2023.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: October 9, 2023

David Aranda, Interim General Manager

Alexandra Aquino-Fike, President of the Board



KENSINGTON POLICE DEPARTMENT

10940 San Pablo Avenue • El Cerrito • CA • 94530

(510) 526-4141

www.kppcsd.org

DATE: September 30, 2023

TO: David Aranda: General Manager

FROM: M. Gancasz, Chief of Police

RE: Police Chief's Monthly Report, September 2023

The Kensington Police Department handled 700 incidents during September (down from 817). Four hundred fifty-four were officer-initiated events, including 50 traffic enforcement stops resulting in 34 citations (down from 35 in the prior month). Officers responded to 238 dispatched calls for service (up from 276) and took 28 reports (up from 24). Officers focused on deterring auto burglaries and vandalism around Grizzly Peak Blvd and Beloit Ave, where there has been an increase in reported crimes. Two felony arrests were made. Officers received one report of a catalytic converter theft, one stolen vehicle report, one residential burglary, and one vehicle burglary report, all of which are being investigated. Officers are pursuing leads and working with our partner agencies to reduce and prevent similar crimes. Response time for officers has remained consistent at 5.8 minutes.

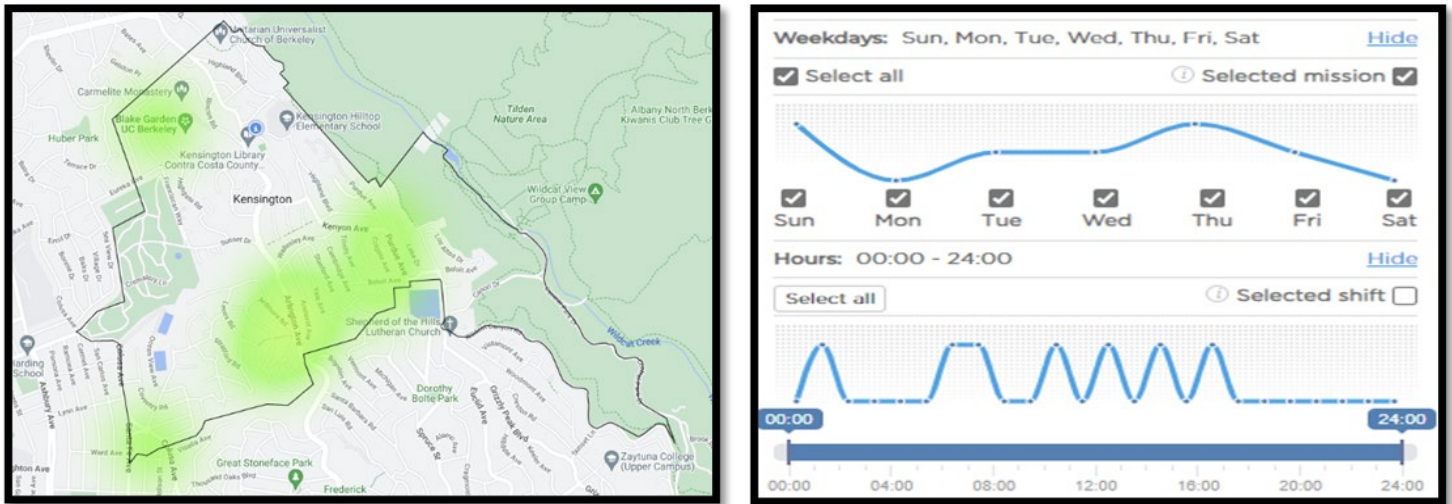
Kensington PD obtained crucial information from the City of El Cerrito's Flock Automated License Plate Reader cameras. A reported abduction was resolved when their cameras identified the suspect vehicle, providing investigative leads for KPD officers. The investigation ultimately determined a kidnapping did not happen. An attempted catalytic converter theft was interrupted by Officer Smith. During the intervention, the suspect vehicle fled; however, a pursuit was not initiated due to the risks associated with pursuing a car at high speeds. Officers later identified the vehicle using El Cerrito's Flock camera system again. The investigation is ongoing.

On Thursday, September 21, the Berkeley and Albany Police Departments responded to an active shooter at the Berkeley Toyota Dealership. Due to the seriousness and complexity of the scene, Albany requested Kensington Officers provide mutual police services in their city until additional Albany Police Officers could be called into work. Off-duty KPD officers responded to Albany to assist, and police services in Kensington were unaffected. Sgt. Lande supervised operations in both Kensington and Albany until KPD was relieved.

On Saturday, September 23, the Berkeley Police Department responded to a homicide and requested similar mutual aid support from the Albany Police Department. Kensington officers provided mutual aid support in Albany until more resources arrived to take over. Police services in Kensington were unaffected.

Mapping data revealed that highlighted areas are experiencing more criminal activity than other parts of the District. Our crime analysis software helps us direct patrols to areas at risk. Sunday and Thursday, in the afternoon, had the highest frequency of property crime.

Figure 1. Property theft heat map for September 2023.



Traffic Safety

There were two traffic collisions reported in September. Community members provided two online supplemental traffic reports. Both issues were resolved. There are no speed analyses for September. We continue exploring new modern signs to enhance our ability to capture this type of information.

Administration

Newly hired police officer Vijayram Thota began his field training on September 11. Recruiting and hiring continue to challenge the profession. We took possession of a new patrol car from Arizona. A recently awarded CHP grant funded the vehicle. We anticipate the car entering service in November/December 2023.

Training

The majority of September training was focused on preserving and improving perishable skills. Sgt. Lande taught several Advanced Arrest and Control/De-Escalation courses during September. Officer Farley attended an 8-hour patrol rifle course. Officer Payne attended a 4-hour Drug Abuse Recognition course. Sgt. Lande completed a 4-hour update on Elder and Dependent Abuse, a Use of Force update, and an AB392 Use of Force Standards update. All patrol personnel attended a 4-hour Crypto Currency Crime Investigations class provided by a financial crime detective from the Pleasant Hill Police Department.

September Patrol Log

- On Friday, September 1, at 1306 hours, officers responded to the zero hundred block of Highgate Road and took a report of a residential burglary with a loss of approximately \$725.00. The investigation is ongoing.
- On Friday, September 1, at 1553 hours, officers were dispatched to Arlington Avenue and Westminster Avenue for a possible child abduction. After a thorough investigation in Contra Costa and Solano Counties, it was determined a child abduction did not occur.
- On Friday, September 3, at 0820 hours, officers responded to the Sunset View Cemetery for a trespassing call. Officers located the suspect, who was arrested for an outstanding Felony warrant from Alameda County. The suspect was transported to Contra Costa County Jail.

- On Sunday, September 3, at 1630 hours, officers responded to an at-risk 81-year-old missing person. After a thorough investigation, the missing person was found unharmed in another city.
- On Monday, September 4, at 2050 hours, officers responded to a non-injury collision on Arlington Avenue at Oberlin Avenue.
- On Wednesday, September 6, at 0951 hours, officers responded to the 200 block of Yale Avenue and took a report of theft of funds.
- On Monday, September 11, at 2240 hours, officers responded to the one hundred block of St. Albans for a vehicle vandalism report.
- On Tuesday, September 12, at 0714 hours, officers responded to an auto burglary in the four hundred block of Beloit Avenue.
- On Sunday, September 17, at 1452 hours, officers responded to a stolen vehicle report in the one hundred block of Purdue Avenue.
- On Wednesday, September 20, at 1106 hours, officers responded to the Mechanics Bank, where staff reported a person was trying to cash fraudulent checks. Officers arrested a 58-year-old female suspect engaged in multiple crimes along with several outstanding warrants for similar crimes in other states. The suspect was booked into the County Jail in Martinez.
- On Thursday, September 28, at 1653 hours, officers took a report of an auto burglary in the one hundred block of Ardmore Avenue. The loss was approximately \$3,100.00. The investigation is ongoing.

West County Crime Suppression (WCCS) Patrols

On September 29, The Kensington and El Cerrito Police Departments hosted the West County Crime Suppression (WCCS) operation. Sgt. Lande supervised a team of 17 officers from neighboring jurisdictions throughout the event. Officers Fajardo and Thota participated in the operation as well. Officers from Richmond, El Cerrito, Pinole, San Pablo, and the Contra Costa County Probation Department participated. Each West County agency combines resources to complete saturation patrols in every jurisdiction throughout the summer. The operation was productive for making our community safer. This event yielded 51 traffic stops, nine citations, and five arrests. This was the final joint operation for 2023. Our continued partnerships with allied agencies in West County provide KPD with the staffing for crime deterrence and interdiction that would otherwise be cost-prohibitive for KPD to deliver independently. This summer's operations were a resounding success, and we look forward to participating again next year.

California Highway Patrol DUI/DUID Grant

On Sunday, September 3, the second of ten DUI enforcement saturation patrols occurred during Labor Day Weekend. Kensington Officers completed extra patrols and were on the lookout for impaired drivers. Vehicle enforcement stops were completed, and citations were issued for various infractions. The next saturation patrol is scheduled for Friday, October 20.

Community

On Saturday, September 23, Sgt. Lande and Ofc. Thota represented the Kensington Police Department at the 2023 Tri-City Safety Day at the El Cerrito Plaza. KPD joined agencies from El Cerrito, Albany, the Fire Department, American Medical Response, Contra Costa Animal Control, Community Emergency Response Team, and many others to engage in dialogue with the community on a wide range of public safety issues, concerns, and plans to keep our community safe.



PATROL AREA: Kensington

SHIFT: -

MISSION: Cases

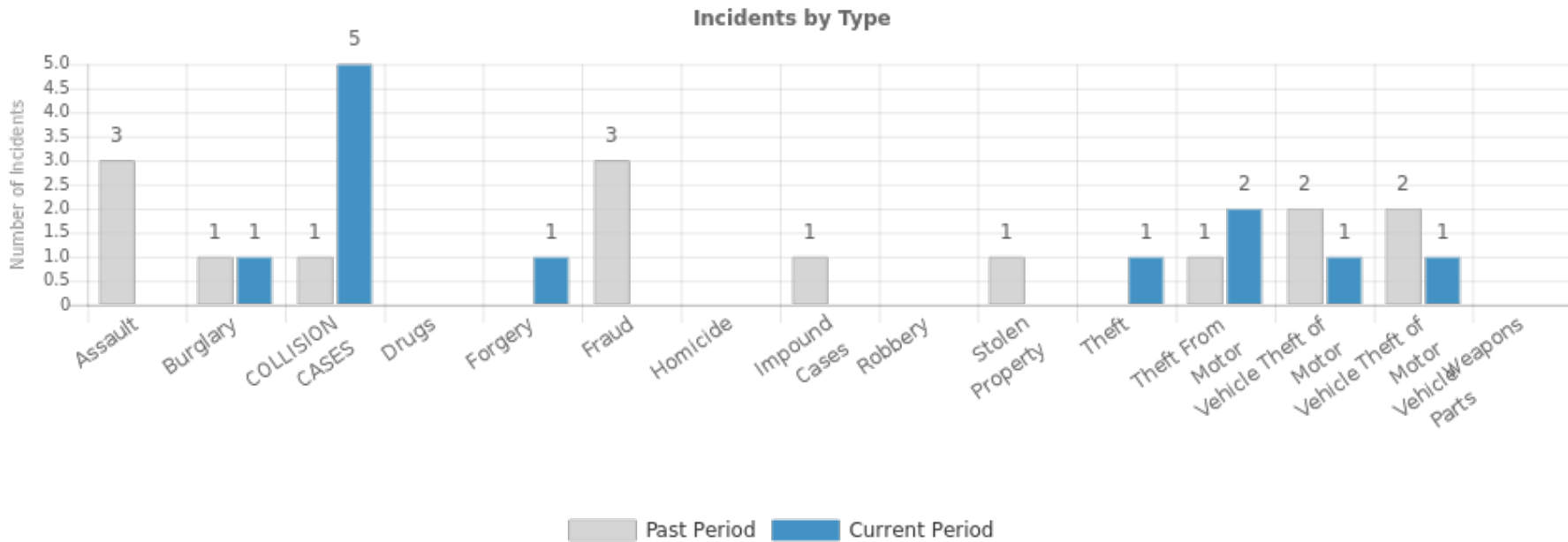
Incident Statistics for August 31, 2023 - September 29, 2023

COLLISION CASES had the highest number of incidents, up **400.0%** from the previous year.

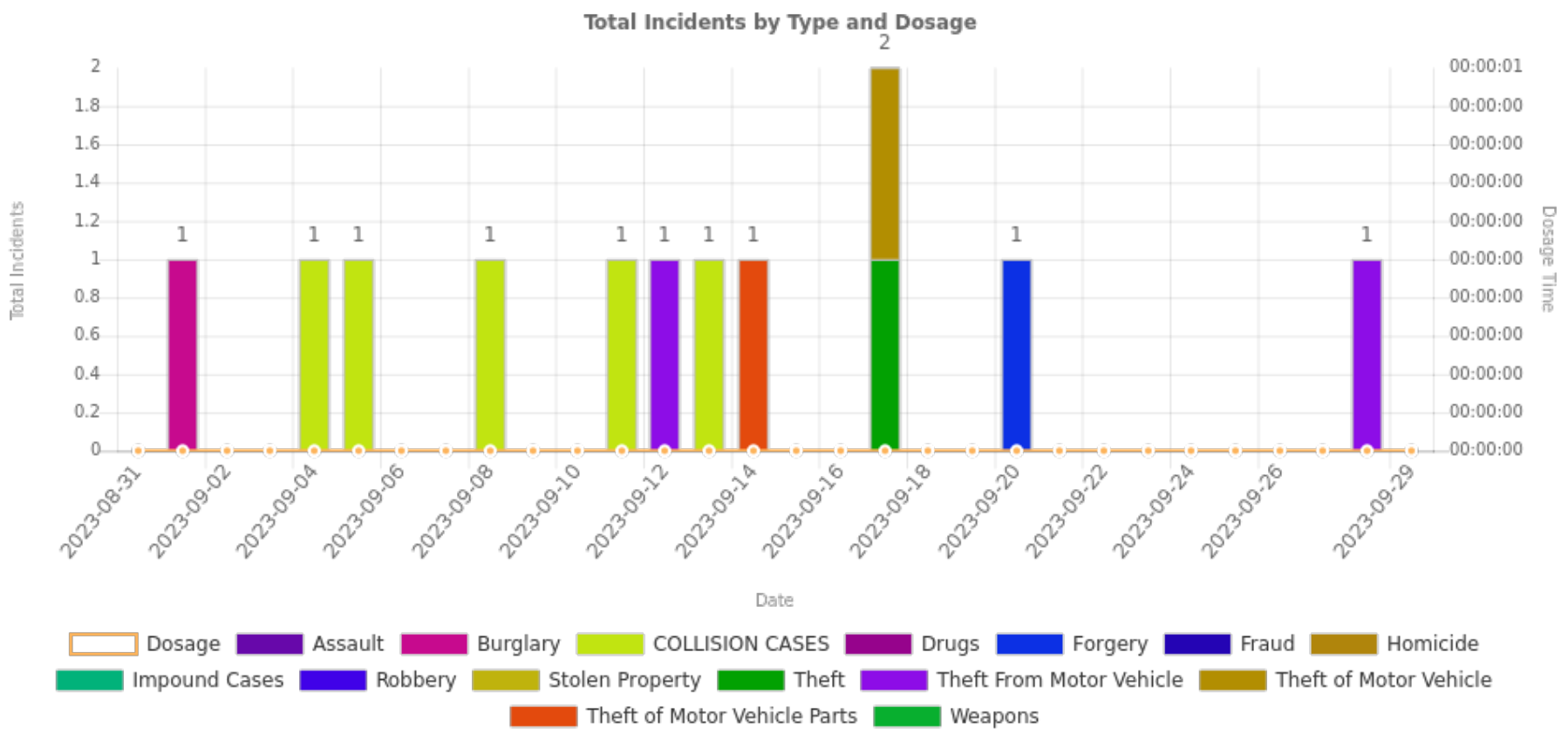
12 total incidents occurred during this period, **down -20.0%** from the previous year.

Fridays had the most number of incidents occurring during the selected period.

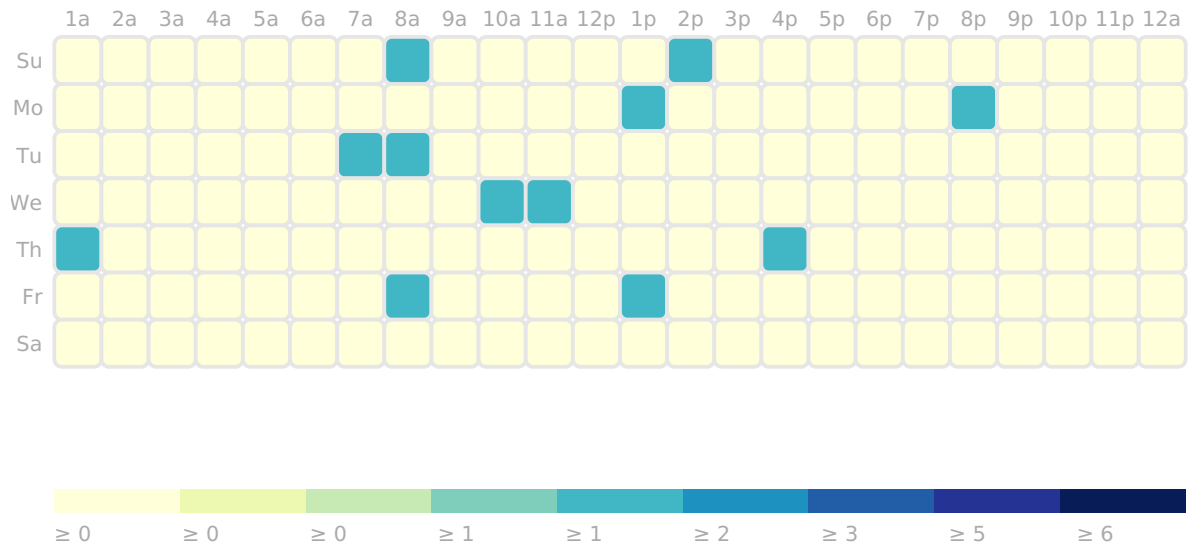
Around **8AM-9AM** had the highest number of activity during the selected period.



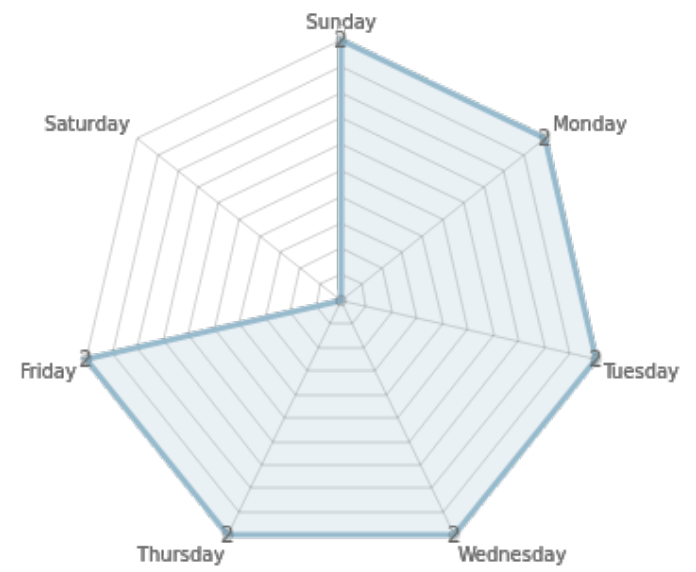
Incident Type	Custom Range			Last Week			Last Month			Year to Date		
	08/31/22 - 09/29/22	08/31/23 - 09/29/23	% Change	09/17/22 - 09/23/22	09/17/23 - 09/23/23	% Change	08/01/22 - 08/31/22	08/01/23 - 08/31/23	% Change	01/01/22 - 09/29/22	01/01/23 - 09/29/23	% Change
Assault	3	0	-100.0%	1	0	-100.0%	0	0	0.0%	5	3	-40.0%
Burglary	1	1	0.0%	0	0	0.0%	2	0	-100.0%	18	7	-61.1%
COLLISION CASES	1	5	+400.0%	1	0	-100.0%	1	0	-100.0%	24	15	-37.5%
Drugs	0	0	0.0%	0	0	0.0%	0	0	0.0%	3	4	+33.3%
Forgery	0	1	+N/A	0	1	+N/A	0	2	+N/A	1	4	+300.0%
Fraud	3	0	-100.0%	0	0	0.0%	1	1	0.0%	12	10	-16.7%
Homicide	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%
Impound Cases	1	0	-100.0%	0	0	0.0%	1	2	+100.0%	10	9	-10.0%
Robbery	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%
Stolen Property	1	0	-100.0%	1	0	-100.0%	0	2	+N/A	3	2	-33.3%
Theft	0	1	+N/A	0	1	+N/A	1	1	0.0%	4	7	+75.0%
Theft From Motor Vehicle	1	2	+100.0%	0	0	0.0%	3	2	-33.3%	10	24	+140.0%
Theft of Motor Vehicle	2	1	-50.0%	0	1	+N/A	2	0	-100.0%	13	14	+7.7%
Theft of Motor Vehicle Parts	2	1	-50.0%	0	0	0.0%	0	1	+N/A	9	20	+122.2%
Weapons	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%
Total	15	12	-20.0%	3	3	0.0%	11	11	0.0%	112	119	+6.3%



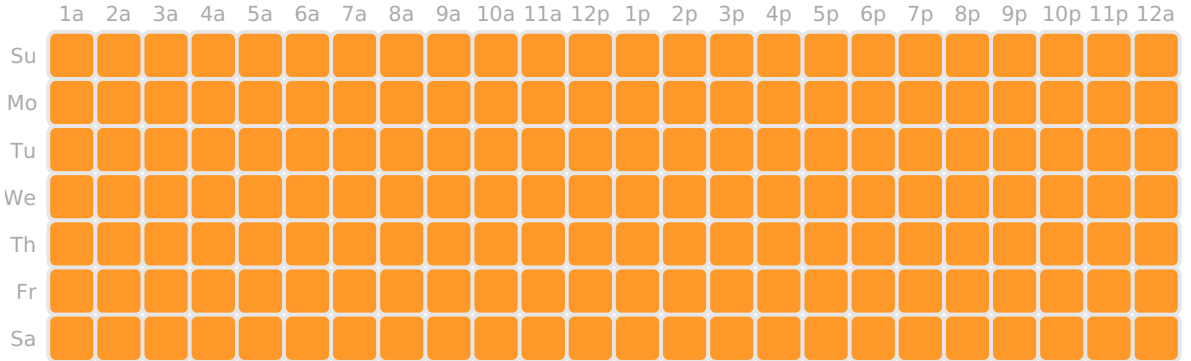
Incidents Heatmap



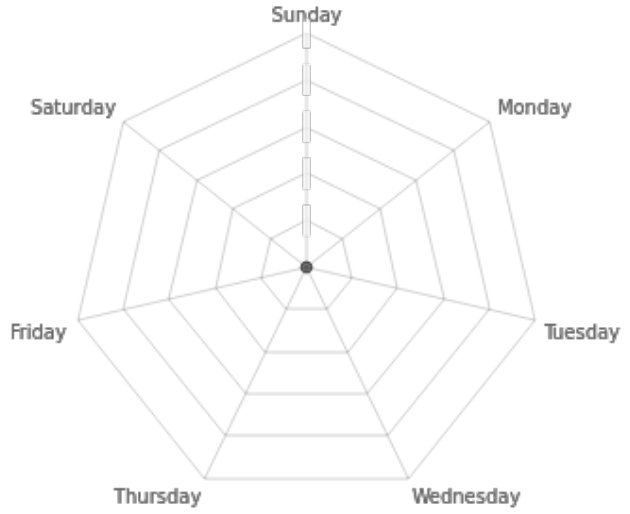
Incidents by Day



Dosages Heatmap



Dosages by Day



**Kensington Police Protection & Community Services District
Balance Sheet
As of September 30, 2023**

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
100 · Petty Cash	\$ 100
101 · Five Star Checking	362,128
103 · Five Star Saving	1,347
110 · CCC Cash Accts	294,899
117b · Admin - Cash	25,883
133b · Resv - Cash	93,430
134 · CCC LAIF Accounts	645,510
Total Checking/Savings	1,423,298
Accounts Receivable	2,244,796
Other Current Assets	4,093
Total Current Assets	3,672,187
Fixed Assets	5,516,690
Other Assets	3,171,324
TOTAL ASSETS	12,360,201
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	37,436
Credit Cards	6,752
Other Current Liabilities	-576
Total Current Liabilities	43,613
Long Term Liabilities	
240 · 2020 Pension Obligation Bond	4,244,000
265 · Compensated Absence/Vac Buyback	95,793
290 · Community Center Loan	161,054
293 · Vehicle Capital Lease	133,987
295 · Net OPEB Liability	579,377
297 · Deferred Inflows - OPEB	507,406
298 · Deferred Inflows - Pension	1,267,514
Total Long Term Liabilities	6,989,131
Total Liabilities	7,032,743
Equity	5,327,458
TOTAL LIABILITIES & EQUITY	\$ 12,360,201

**Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
September 2023**

	All Funds				
	Sep 23	Jul - Sep 23	Budget	\$ Under Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
401 · Levy Tax Police- Co. Prop. 1%	\$ -	\$ -	\$ 2,400,000	\$ (2,400,000)	0.0%
402 · Special Tax-Police	-	-	685,000	(685,000)	0.0%
404 · Measure G Supplemental Tax PD	-	-	660,000	(660,000)	0.0%
410 · Police Fees/Service Charges	946	1,611	5,000	(3,389)	32.22%
414 · POST Reimbursement	-	4,510	10,000	(5,490)	45.1%
415 · COPS/Other PD Grants	-	-	195,000	(195,000)	0.0%
418 · Reimbursements/Refunds	443	443			
Total 400 · Property Tax Revenue	1,389	6,563	3,955,000	(3,948,437)	0.17%
420 · Park/Rec Activities Revenue					
406 · Per Capita Park Grant	-	-	180,000	(180,000)	0.0%
424 · Special Tax-L&L Parks	-	-	46,000	(46,000)	0.0%
427 · Community Center Revenue	-	8,839	50,000	(41,161)	17.68%
438 · Tennis Court Revenue	-	92	1,000	(908)	9.2%
Total 420 · Park/Rec Activities Revenue	-	8,931	277,000	(268,069)	3.22%
440 · District Activities Revenue					
448a · Franchise Fees Gross	-	-	120,000	(120,000)	0.0%
448b · less Franchise Fees Paid Out	-	-	-	-	0.0%
456 · Interest-District	4	492	10,000	(9,508)	4.92%
458 · Other District Revenue	-	0	68,500	(68,500)	0.0%
Total 440 · District Activities Revenue	4	492	198,500	(198,008)	0.25%
460 · Waste Removal Revenue					
461 · Waste Removal Franchise Fee	3,022	10,597	-	10,597	0.0%
Total 460 · Waste Removal Revenue	3,022	10,597	-	10,597	0.0%
480 · Rental Revenue - KPPD	2,439	7,316	29,300	(21,984)	24.97%
Total Income	6,853	33,898	4,459,800	(4,425,902)	0.76%
Gross Profit	6,853	33,898	4,459,800	(4,425,902)	0.76%
Expense					
500 · Police Salary and Benefit Exp					
502 · Salary - Officers					
503.1 · Holiday Pay	3,110	9,876	50,100	(40,224)	19.71%
503.2 · Incentive Pay- Education	853	2,837	4,100	(1,263)	69.2%
503.3 · Incentive Pay- POST Certificate	3,512	11,953	34,600	(22,647)	34.55%
502 · Salary - Officers - Other	76,315	255,385	1,141,400	(866,015)	22.38%
Total 502 · Salary - Officers	83,789	280,051	1,230,200	(950,149)	22.77%
506 · Overtime	9,102	37,887	120,000	(82,113)	31.57%
508 · Salary - Non-Sworn	5,246	15,341	53,900	(38,559)	28.46%
509 · Hiring Bonus	9,000	11,000	20,000	(9,000)	55.0%
510 · Vacation Cash Out	-	-	20,600	(20,600)	0.0%
516 · Uniform Allowance	750	2,300	10,800	(8,500)	21.3%
521-A · Medical/Vision/Dental-Active	(1,015)	(2,548)	183,700	(186,248)	-1.39%
521-R · Medical/Vision/Dental-Retired	330	989	145,400	(144,411)	0.68%
522 · Officer Life Insurance	470	1,510	8,500	(6,990)	17.76%
523 · SocialSecurity/Medicare-Police	1,523	4,913	20,300	(15,387)	24.2%
524 · Social Security - District	325	951	4,100	(3,149)	23.2%
527 · PERS - District Portion	16,807	53,293	269,700	(216,407)	19.76%
529 · Pension Obln Bond Payment	-	78,463	330,900	(252,437)	23.71%
530 · Workers Comp	-	38,000	38,000	-	100.0%
531 · Unemployment	-	4,950	52,000	(47,050)	9.52%
Total 500 · Police Salary and Benefit Exp	126,328	527,100	2,508,100	(1,981,000)	21.02%
520 · In Lieu Health Expense	-	750	500	250	150.0%
550 · Police Operating Expenses					
552 · Office Supplies and Expenses	921	2,094	21,400	(19,306)	9.79%
553 · Police Equipment and Supplies	1,134	3,251	30,000	(26,749)	10.84%
554 · Traffic Safety	4,854	4,854	25,000	(20,146)	19.42%
561 · Fleet Expense	845	1,302	17,000	(15,698)	7.66%
562 · Vehicle Operation	3,593	8,901	30,000	(21,099)	29.67%
563 · Vehicle Lease	1,365	10,584	86,500	(75,916)	12.24%
564 · Annual Law Enfcmnt. Tec/Dispatch	6,481	154,966	160,000	(5,034)	96.85%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
September 2023

	All Funds				
	Sep 23	Jul - Sep 23	Budget	\$ Under Budget	% of Budget
566 · Radio Maintenance	-	9,720	37,800	(28,080)	25.71%
567 · Alarm	-	-	4,000	(4,000)	0.0%
568 · Evidence	1,430	2,023	7,500	(5,477)	26.97%
569 · Emergency Preparedness	-	-	3,000	(3,000)	0.0%
570 · Training and Travel Exp	2,220	7,976	30,000	(22,024)	26.59%
571 · Records	75	150	38,800	(38,650)	0.39%
572 · Hiring	53	2,980	25,000	(22,020)	11.92%
576 · Dues and Subscriptions	-	125	7,000	(6,875)	1.79%
580 · Utilities - Police	3,003	12,369	27,000	(14,631)	45.81%
581 · Bldg Repairs/Maint.	-	120	10,000	(9,880)	1.2%
587 · IT Contract	-	-	43,300	(43,300)	0.0%
588 · Telephone	-	-	10,000	(10,000)	0.0%
591 · General Liability Insurance	-	52,942	55,000	(2,058)	96.26%
592 · Online Services/Business Accts	-	20	5,000	(4,980)	0.4%
593 · Volunteer Programs	-	-	7,500	(7,500)	0.0%
594 · Community Events	-	1,378	7,500	(6,122)	18.37%
595 · Legal/Consulting - Police	574	1,271	9,000	(7,729)	14.13%
597 · Police Bldg. Lease	2,571	19,462	66,000	(46,538)	29.49%
597.1 · Bldg Maintenance/Repair	2,127	2,127	10,000	(7,873)	21.27%
597.2 · Utilities	-	-	-	-	0.0%
597.3 · Janitorial - Police Building	1,367	2,517	14,000	(11,483)	17.98%
599 · Police Taxes Administration	-	-	5,000	(5,000)	0.0%
Total 550 · Police Operating Expenses	32,613	301,133	792,300	(491,167)	38.01%
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	2,021	7,153	86,000	(78,847)	8.32%
602 · Custodial/Cleaning Services	-	1,780	12,000	(10,220)	14.83%
623 · Social Security/Medicare - Dist	-	-	6,600	(6,600)	0.0%
Total 600 · Park/Rec Sal & Ben	2,021	8,933	104,600	(95,667)	8.54%
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
641 · General Maintenance	3,308	8,900	2,500	6,400	356.01%
642 · Utilities-Community Center	1,003	4,065	13,000	(8,936)	31.27%
643 · Janitorial Supplies	-	1,017	1,500	(483)	67.78%
644 · Landscaping	-	-	30,000	(30,000)	0.0%
645 · General Liab./Workers Comp	-	1,362	1,400	(38)	97.28%
646 · Community Center Repairs	260	463	10,000	(9,537)	4.63%
640 · Community Center Expenses - Other	-	3,648	-	-	-
Total 640 · Community Center Expenses	4,571	19,454	58,400	(38,946)	33.31%
650 · Park					
651 · General Maintenance	4	2,142	30,000	(27,858)	7.14%
652 · Repairs	740	915	-	915	0.0%
653 · Landscaping	360	360	-	360	0.0%
656 · Utilities	8,230	9,266	-	9,266	0.0%
657 · General Liab/Workers Comp	-	12,000	12,000	-	100.0%
658 · Levy Administration	2,071	4,128	10,000	(5,872)	41.29%
674 · Tennis Court Maint/Repair	351	351	-	-	-
Total 650 · Park	11,755	29,162	52,000	(22,838)	56.08%
Total 635 · Park/Recreation Expenses	16,326	48,616	110,400	(61,784)	44.04%
750 · Waste Management Expenses					
751 · Waste Removal Franchise Fee Exp	-	4,541	51,400	(46,859)	8.84%
752 · Waste Management Program Admin	-	-	68,490	(68,490)	0.0%
753 · Other Waste Management Exp	592	592	3,040	(2,448)	19.47%
Total 750 · Waste Management Expenses	592	5,133	122,930	(117,797)	4.18%
800 · District Expenses					
807 · Salaries	21,759	58,494	259,400	(200,906)	22.55%
808 · Payroll Taxes	1,814	5,014	19,800	(14,786)	25.32%
809 · Benefits	-	-	50,000	(50,000)	0.0%
815 · Admin Communications	249	3,275	7,500	(4,225)	43.66%
816 · Office Supplies	201	1,147	2,000	(853)	57.34%
817 · Postage	-	401	-	401	0.0%
818 · Mileage Reimbursement	177	228	-	228	0.0%
819 · Dues/Subscriptions	-	150	11,000	(10,850)	1.36%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
September 2023

	All Funds				
	Sep 23	Jul - Sep 23	Budget	\$ Under Budget	% of Budget
820 · Copier Contract	376	1,464	-	1,464	100.0%
825 · Board Continuing Ed/Conferences	680	3,322	8,000	(4,678)	41.52%
830 · Legal (District/Personnel)	-	1,811	25,000	(23,189)	7.25%
831 · Training and Travel Admin	611	8,196	18,700	(10,504)	43.83%
835 · Consulting	-	-	50,000	(50,000)	0.0%
840 · Accounting/Audit	6,257	36,613	95,000	(58,387)	38.54%
850 · Insurance	-	45,000	45,000	-	100.0%
851 · Workers Comp	-	1,569	1,500	69	104.6%
861 · LAFCO	1,455	1,455	2,000	(545)	72.77%
870 · County Expenditures	-	-	25,000	(25,000)	0.0%
891 · COVID	-	-	-	-	0.0%
898 · Other Expenses	92	259	5,000	(4,741)	5.18%
Total 800 · District Expenses	33,671	168,397	624,900	(456,503)	26.95%
950 · Capital Outlay					
963 · Patrol Car Accessories	5,720	61,530	-	61,530	100.0%
974 · Other Park Improvements	14,119	30,819	80,000	(49,181)	38.52%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	0.0%
Total 950 · Capital Outlay	19,839	93,672	80,000	13,672	117.09%
997 · Payroll Expenses	287	867			
Total Expense	231,676	1,154,601	4,343,730	(3,189,129)	26.58%
Net Ordinary Income	(224,824)	(1,120,703)	116,070	(1,236,773)	-965.54%
Other Income/Expense					
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	-	-	30,500	(30,500)	0.0%
Total 700 · Bond Expense	-	-	30,500	(30,500)	0.0%
Total Other Expense	-	-	30,500	(30,500)	0.0%
Net Other Income	-	-	(30,500)	30,500	0.0%
Net Income	\$ (224,824)	\$ (1,120,703)	\$ 85,570	\$ (1,206,273)	-1309.7%

Kensington Police Protection & Community Services District
General Fund Profit & Loss Budget vs. Actual
September 2023

	General Fund				
	Sep 23	Jul - Sep 23	Budget	\$ Under Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
401 · Levy Tax Police- Co. Prop. 1%	\$ -	\$ -	\$ 2,400,000	\$ (2,400,000)	0.0%
Total 400 · Property Tax Revenue	-	-	2,400,000	(2,400,000)	0.0%
440 · District Activities Revenue					
456 · Interest-District	4	492	10,000	(9,508)	4.92%
458 · Other District Revenue	-	0	68,500	(68,500)	0.0%
Total 440 · District Activities Revenue	4	492	78,500	(78,008)	0.63%
480 · Rental Revenue - KPPD	2,439	7,316	29,300	(21,984)	24.97%
Total Income	2,442	7,807	2,507,800	(2,499,993)	0.31%
Gross Profit	2,442	7,807	2,507,800	(2,499,993)	0.31%
Expense					
800 · District Expenses					
807 · Salaries	21,759	58,494	259,400	(200,906)	22.55%
808 · Payroll Taxes	1,814	5,014	19,800	(14,786)	25.32%
809 · Benefits	-	-	50,000	(50,000)	0.0%
815 · Admin Communications	249	3,275	7,500	(4,225)	43.66%
816 · Office Supplies	201	1,147	2,000	(853)	57.34%
817 · Postage	-	401	-	401	0.0%
818 · Mileage Reimbursement	177	228	-	228	0.0%
819 · Dues/Subscriptions	-	150	11,000	(10,850)	1.36%
820 · Copier Contract	376	1,464	-	1,464	0.0%
825 · Board Continuing Ed/Conferences	680	3,322	8,000	(4,678)	41.52%
830 · Legal (District/Personnel)	-	1,811	25,000	(23,189)	7.25%
831 · Training and Travel Admin	611	8,196	18,700	(10,504)	43.83%
835 · Consulting	-	-	50,000	(50,000)	0.0%
840 · Accounting/Audit	6,257	36,613	95,000	(58,387)	38.54%
850 · Insurance	-	45,000	45,000	-	100.0%
851 · Workers Comp	-	1,569	1,500	69	104.6%
861 · LAFCO	1,455	1,455	2,000	(545)	72.77%
870 · County Expenditures	-	-	25,000	(25,000)	0.0%
898 · Other Expenses	92	259	5,000	(4,741)	5.18%
Total 800 · District Expenses	33,671	168,397	624,900	(456,503)	26.95%
997 · Payroll Expenses	287	867	-	867	0.0%
Total Expense	33,958	169,265	624,900	(455,635)	27.09%
Net Ordinary Income	(31,516)	(161,457)	1,882,900	(2,044,357)	-8.58%
Net Income	\$ (31,516)	\$ (161,457)	\$ 1,882,900	\$ (2,044,357)	-8.58%

Kensington Police Protection & Community Services District
Police Profit & Loss Budget vs. Actual
September 2023

	Police Fund				
	Sep 23	Jul - Sep 23	YTD Budget	\$ Under Budget	% of Budget
Ordinary Income/Expense					
Income					
400 · Property Tax Revenue					
402 · Special Tax-Police	\$ -	\$ -	\$ 685,000	\$ (685,000)	0.0%
404 · Measure G Supplemental Tax PD	-	-	660,000	(660,000)	0.0%
410 · Police Fees/Service Charges	946	1,611	5,000	(3,389)	32.22%
414 · POST Reimbursement	-	4,510	10,000	(5,490)	45.1%
415 · COPS/Other PD Grants	-	-	195,000	(195,000)	0.0%
418 · Reimbursements/Refunds	443	443	-	443	0.0%
Total 400 · Property Tax Revenue	1,389	6,563	1,555,000	(1,548,437)	0.42%
Total Income	1,389	6,563	1,555,000	(1,548,437)	0.42%
Gross Profit	1,389	6,563	1,555,000	(1,548,437)	0.42%
Expense					
500 · Police Salary and Benefit Exp					
502 · Salary - Officers					
503.1 · Holiday Pay	3,110	9,876	50,100	(40,224)	19.71%
503.2 · Incentive Pay- Education	853	2,837	4,100	(1,263)	69.2%
503.3 · Incentive Pay- POST Certificate	3,512	11,953	34,600	(22,647)	34.55%
502 · Salary - Officers - Other	76,315	255,385	1,141,400	(886,015)	22.38%
Total 502 · Salary - Officers	83,789	280,051	1,230,200	(950,149)	22.77%
506 · Overtime	9,102	37,887	120,000	(82,113)	31.57%
508 · Salary - Non-Sworn	5,246	15,341	53,900	(38,559)	28.46%
509 · Hiring Bonus	9,000	11,000	20,000	(9,000)	55.0%
510 · Vacation Cash Out	-	-	20,600	(20,600)	0.0%
516 · Uniform Allowance	750	2,300	10,800	(8,500)	21.3%
521-A · Medical/Vision/Dental-Active	(1,015)	(2,548)	183,700	(186,248)	-1.39%
521-R · Medical/Vision/Dental-Retired	330	989	145,400	(144,411)	0.68%
522 · Officer Life Insurance	470	1,510	8,500	(6,990)	17.76%
523 · SocialSecurity/Medicare-Police	1,523	4,913	20,300	(15,387)	24.2%
524 · Social Security - District	325	951	4,100	(3,149)	23.2%
527 · PERS - District Portion	16,807	53,293	269,700	(216,407)	19.76%
529 · Pension Obln Bond Payment	-	78,463	330,900	(252,437)	23.71%
530 · Workers Comp	-	38,000	38,000	-	100.0%
531 · Unemployment	-	4,950	52,000	(47,050)	9.52%
Total 500 · Police Salary and Benefit Exp	126,328	527,100	2,508,100	(1,981,000)	21.02%
520 · In Lieu Health Expense	-	750	500	250	150.0%
550 · Police Operating Expenses					
552 · Office Supplies and Expenses	921	2,094	21,400	(19,306)	9.79%
553 · Police Equipent and Supplies	1,134	3,251	30,000	(26,749)	10.84%
554 · Traffic Safety	4,854	4,854	25,000	(20,146)	19.42%
561 · Fleet Expense	845	1,302	17,000	(15,698)	7.66%
562 · Vehicle Operation	3,593	8,901	30,000	(21,099)	29.67%
563 · Vehicle Lease	1,365	10,584	86,500	(75,916)	12.24%
564 · Annual Law Enfcmnt. Tec/Dispatch	6,481	154,966	160,000	(5,034)	96.85%
566 · Radio Maintenance	-	9,720	37,800	(28,080)	25.71%
567 · Alarm	-	-	4,000	(4,000)	0.0%
568 · Evidence	1,430	2,023	7,500	(5,477)	26.97%
569 · Emergency Preparedness	-	-	3,000	(3,000)	0.0%
570 · Training and Travel Exp	2,220	7,976	30,000	(22,024)	26.59%
571 · Records	75	150	38,800	(38,650)	0.39%
572 · Hiring	53	2,980	25,000	(22,020)	11.92%
576 · Dues and Subscriptions	-	125	7,000	(6,875)	1.79%
580 · Utilities - Police	3,003	12,369	27,000	(14,631)	45.81%
581 · Bldg Repairs/Maint.	-	120	10,000	(9,880)	1.2%
587 · IT Contract	-	-	43,300	(43,300)	0.0%
588 · Telephone	-	-	10,000	(10,000)	0.0%
591 · General Liability Insurance	-	52,942	55,000	(2,058)	96.26%
592 · Online Services/Business Accts	-	20	5,000	(4,980)	0.4%
593 · Volunteer Programs	-	-	7,500	(7,500)	0.0%
594 · Community Events	-	1,378	7,500	(6,122)	18.37%
595 · Legal/Consulting - Police	574	1,271	9,000	(7,729)	14.13%
597 · Police Bldg. Lease	2,571	19,462	66,000	(46,538)	29.49%

Kensington Police Protection & Community Services District
Police Profit & Loss Budget vs. Actual
September 2023

	Police Fund				
	Sep 23	Jul - Sep 23	Budget	\$ Under Budget	% of Budget
597.1 · Bldg Maintenance/Repair	2,127	2,127	10,000	(7,873)	21.27%
597.3 · Janitorial - Police Building	1,367	2,517	14,000	(11,483)	17.98%
599 · Police Taxes Administration	-	-	5,000	(5,000)	0.0%
Total 550 · Police Operating Expenses	32,613	301,133	792,300	(491,167)	38.01%
950 · Capital Outlay					
963 · Patrol Car Accessories	5,720	61,530	-	61,530	0.0%
Total 950 · Capital Outlay	5,720	61,530	-	61,530	-
Total Expense	164,661	890,513	3,300,900	(2,410,387)	26.98%
Net Ordinary Income	(163,272)	(883,950)	(1,745,900)	861,950	50.63%
Net Income	\$ (163,272)	\$ (883,950)	\$ (1,745,900)	\$ 861,950	50.63%

Kensington Police Protection & Community Services District
Profit & Loss Budget vs. Actual
September 2023

	Parks Fund				
	Sep 23	Jul - Sep 23	YTD Budget	\$ Under Budget	% of Budget
Ordinary Income/Expense					
Income					
420 · Park/Rec Activities Revenue					
406 · Per Capita Park Grant	\$ -	\$ -	\$ 180,000	\$ (180,000)	0.0%
424 · Special Tax-L&L Parks	-	-	46,000	(46,000)	0.0%
427 · Community Center Revenue	-	8,839	50,000	(41,161)	17.68%
438 · Tennis Court Revenue	-	92	1,000	(908)	9.2%
Total 420 · Park/Rec Activities Revenue	-	8,931	277,000	(268,069)	3.22%
Total Income	-	8,931	277,000	(268,069)	3.22%
Gross Profit	-	8,931	277,000	(268,069)	3.22%
Expense					
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	2,021	7,153	86,000	(78,847)	8.32%
602 · Custodial/Cleaning Services	-	1,780	12,000	(10,220)	14.83%
623 · Social Security/Medicare - Dist	-	-	6,600	(6,600)	0.0%
Total 600 · Park/Rec Sal & Ben	2,021	8,933	104,600	(95,667)	8.54%
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
641 · General Maintenance	3,308	8,900	2,500	6,400	356.01%
642 · Utilities-Community Center	1,003	4,065	13,000	(8,936)	31.27%
643 · Janitorial Supplies	-	1,017	1,500	(483)	67.78%
644 · Landscaping	-	-	30,000	(30,000)	0.0%
645 · General Liab./Workers Comp	-	1,362	1,400	(38)	97.28%
646 · Community Center Repairs	260	463	10,000	(9,537)	4.63%
640 · Community Center Expenses - Other	-	3,648			
Total 640 · Community Center Expenses	4,571	19,454	58,400	(38,946)	33.31%
650 · Park					
651 · General Maintenance	4	2,142	30,000	(27,858)	7.14%
652 · Repairs	740	915	-	915	100.0%
653 · Landscaping	360	360	-	360	0.0%
656 · Utilities	8,230	9,266	-	9,266	100.0%
657 · General Liab./Workers Comp	-	12,000	12,000	-	100.0%
658 · Levy Administration	2,071	4,128	10,000	(5,872)	41.29%
674 · Tennis Court Maint/Repair	351	351	-	351	100.0%
Total 650 · Park	11,755	29,162	52,000	(22,838)	56.08%
Total 635 · Park/Recreation Expenses	16,326	48,616	110,400	(61,784)	44.04%
950 · Capital Outlay					
974 · Other Park Improvements	14,119	30,819	80,000	(49,181)	38.52%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	0.0%
Total 950 · Capital Outlay	14,119	32,142	80,000	(47,858)	40.18%
Total Expense	32,466	89,690	295,000	(205,310)	30.4%
Net Ordinary Income	(32,466)	(80,759)	(18,000)	(62,759)	448.66%
Other Income/Expense					
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	-	-	30,500	(30,500)	0.0%
Total 700 · Bond Expense	-	-	30,500	(30,500)	0.0%
Total Other Expense	-	-	30,500	(30,500)	0.0%
Net Other Income	-	-	(30,500)	30,500	0.0%
Net Income	\$ (32,466)	\$ (80,759)	\$ (48,500)	\$ (32,259)	166.51%

Kensington Police Protection & Community Services District
Waste Management Profit & Loss Budget vs. Actual
September 2023

	Waste Management Fund				
	Sep 23	Jul - Sep 23	YTD Budget	\$ Under Budget	% of Budget
Ordinary Income/Expense					
Income					
440 · District Activities Revenue					
448a · Franchise Fees Gross	\$ -	\$ -	\$ 120,000	\$ (120,000)	0.0%
Total 440 · District Activities Revenue	-	-	120,000	(120,000)	0.0%
460 · Waste Removal Revenue					
461 · Waste Removal Franchise Fee	7,575	10,597	-	10,597	0.0%
Total 460 · Waste Removal Revenue	7,575	10,597	-	10,597	-
Total Income	7,575	10,597	120,000	(109,403)	8.83%
Gross Profit	7,575	10,597	120,000	(109,403)	8.83%
Expense					
750 · Waste Management Expenses					
751 · Waste Removal Franchise Fee Exp	4,541	4,541	51,400	(46,859)	8.84%
752 · Waste Management Program Admin	-	-	68,490	(68,490)	0.0%
753 · Other Waste Management Exp	-	-	3,040	(3,040)	0.0%
Total 750 · Waste Management Expenses	4,541	4,541	122,930	(118,389)	3.69%
Total Expense	4,541	4,541	122,930	(118,389)	3.69%
Net Ordinary Income	3,034	6,055	(2,930)	8,985	-206.66%
Net Income	\$ 3,034	\$ 6,055	\$ (2,930)	\$ 8,985	-206.66%

Kensington Police Protection & Community Services District
Transaction List by Date
September 13, 2023

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Amount
Bill Pmt -Check	09/13/2023	30198	AFLAC	M1F02 INV# 993922 August billing per	101 · Five Star Checking			210 · Accounts Payable	-925.62
Bill Pmt -Check	09/13/2023	30199	Alameda County Sheriff's Office	Post Supervisory Course (03/20-31/2	101 · Five Star Checking			210 · Accounts Payable	-425.00
Bill Pmt -Check	09/13/2023	30200	Amit H. Nath	Education reimbursement per KPOA	101 · Five Star Checking			210 · Accounts Payable	-2,000.00
Bill Pmt -Check	09/13/2023	30201	AT&T CalNET 3	BAN 9391062077 Stmt 08/03/2023-0	101 · Five Star Checking			210 · Accounts Payable	-924.38
Bill Pmt -Check	09/13/2023	30202	C & J Cleaning Services	August 2023	101 · Five Star Checking			210 · Accounts Payable	-1,150.00
Bill Pmt -Check	09/13/2023	30203	C. L. E. A.	September 2023 Billing	101 · Five Star Checking			210 · Accounts Payable	-189.00
Bill Pmt -Check	09/13/2023	30204	CC County Conversation & Developpr	Franchise fee for July 2023	101 · Five Star Checking			210 · Accounts Payable	-1,294.98
Bill Pmt -Check	09/13/2023	30205	CCC - Sheriff - Forensic Services	INV# KPD-223	101 · Five Star Checking			210 · Accounts Payable	-115.50
Bill Pmt -Check	09/13/2023	30206	CCC Auditor-Controller	LAFCO for FY 2023-24 INV# 2324-00	101 · Five Star Checking			210 · Accounts Payable	-1,455.46
Bill Pmt -Check	09/13/2023	30207	CCC Employment & Human Services	Children's Interview Center FY 22-23	101 · Five Star Checking			210 · Accounts Payable	-500.00
Bill Pmt -Check	09/13/2023	30208	City of El Cerrito	INV# 215322 License fees for July-St	101 · Five Star Checking			210 · Accounts Payable	-2,571.00
Bill Pmt -Check	09/13/2023	30209	Comcast	8155 40 044 0278610	101 · Five Star Checking			210 · Accounts Payable	-196.13
Bill Pmt -Check	09/13/2023	30210	Delta Dental	05-0491200004	101 · Five Star Checking			210 · Accounts Payable	-1,078.01
Bill Pmt -Check	09/13/2023	30211	DMV	Ford 2023 License # 406948V	101 · Five Star Checking			210 · Accounts Payable	-5,720.00
Bill Pmt -Check	09/13/2023	30212	Dunnigan Psychological	INV# 1132 Pre-Employment Psycho	101 · Five Star Checking			210 · Accounts Payable	-600.00
Bill Pmt -Check	09/13/2023	30213	East Bay Regional Communications S	INV# 20230246 Services from July 1,	101 · Five Star Checking			210 · Accounts Payable	-9,720.00
Bill Pmt -Check	09/13/2023	30214	EBMUD		101 · Five Star Checking			210 · Accounts Payable	-1,553.62
Bill Pmt -Check	09/13/2023	30215	Eide Bailly LLP	Client # 266131 & 263645	101 · Five Star Checking			210 · Accounts Payable	-19,356.50
Bill Pmt -Check	09/13/2023	30216	Fernando Herrera	August & September invoices	101 · Five Star Checking			210 · Accounts Payable	-16,930.00
Bill Pmt -Check	09/13/2023	30217	Galls Incorporated	3524376	101 · Five Star Checking			210 · Accounts Payable	-214.44
Bill Pmt -Check	09/13/2023	30218	Great America Financial Services	015-1439943-000	101 · Five Star Checking			210 · Accounts Payable	-295.30
Bill Pmt -Check	09/13/2023	30219	Greg Harman	Coverage Period 09/01/23 - 09/30/23	101 · Five Star Checking			210 · Accounts Payable	-329.70
Bill Pmt -Check	09/13/2023	30220	JB Construction	Cabinets installation and two lights re	101 · Five Star Checking			210 · Accounts Payable	-1,040.00
Bill Pmt -Check	09/13/2023	30221	Kensington Community Council	September/Display Advertising for Sc	101 · Five Star Checking			210 · Accounts Payable	-592.00
Bill Pmt -Check	09/13/2023	30222	Lampo Investigations - POLYGRAPH	INV# 2027 Pre-employment Polygrap	101 · Five Star Checking			210 · Accounts Payable	-500.00
Bill Pmt -Check	09/13/2023	30223	Lexipol LLC	Cordico Law Enforcement Wellness /	101 · Five Star Checking			210 · Accounts Payable	-1,999.00
Bill Pmt -Check	09/13/2023	30224	Major Alarm	150046003	101 · Five Star Checking			210 · Accounts Payable	-69.00
Bill Pmt -Check	09/13/2023	30225	Mobile Modular	R1031374	101 · Five Star Checking			210 · Accounts Payable	-11,260.50
Bill Pmt -Check	09/13/2023	30226	Nextiva, Inc.	AC# 3994083 Contract# 2751865	101 · Five Star Checking			210 · Accounts Payable	-1,488.69
Bill Pmt -Check	09/13/2023	30227	Nippon Life Insurance Company of Ai	GJ9600	101 · Five Star Checking			210 · Accounts Payable	-78.00
Bill Pmt -Check	09/13/2023	30228	Occupational Health Centers of Calif	INV 80293349 Law Enforcement Phy	101 · Five Star Checking			210 · Accounts Payable	-1,066.00
Bill Pmt -Check	09/13/2023	30229	Olivero Plumbing Co.	INV 46153 Backflow Testing at 2 Arn	101 · Five Star Checking			210 · Accounts Payable	-175.00
Bill Pmt -Check	09/13/2023	30230	PG&E		101 · Five Star Checking			210 · Accounts Payable	-1,697.67
Bill Pmt -Check	09/13/2023	30231	Precision Arms Gunsmithing and Sup	INV # 209 Adjustment to Patrol cars	101 · Five Star Checking			210 · Accounts Payable	-400.00
Bill Pmt -Check	09/13/2023	30232	Principal Life Insurance	1129864-10001, for September	101 · Five Star Checking			210 · Accounts Payable	-131.60
Bill Pmt -Check	09/13/2023	30233	Renne Public Law Group	Legal services rendered through July	101 · Five Star Checking			210 · Accounts Payable	-1,945.13
Bill Pmt -Check	09/13/2023	30234	Rosa Ruiz	August reimbursement	101 · Five Star Checking			210 · Accounts Payable	-44.30
Bill Pmt -Check	09/13/2023	30235	Rubiconn LLC	September Billing	101 · Five Star Checking			210 · Accounts Payable	-4,482.00
Bill Pmt -Check	09/13/2023	30236	Smart Window Cleaning	Yearly commerical window cleaning	101 · Five Star Checking			210 · Accounts Payable	-1,780.00
Bill Pmt -Check	09/13/2023	30237	Smile Business Products, Inc.	KP01 INV# 1141620	101 · Five Star Checking			210 · Accounts Payable	-174.77
Bill Pmt -Check	09/13/2023	30238	SSD Alarm	Account # A000093 - Alarm services	101 · Five Star Checking			210 · Accounts Payable	-1,087.05
Bill Pmt -Check	09/13/2023	30239	Staples, Inc.	Acct# 1686198LA	101 · Five Star Checking			210 · Accounts Payable	-105.82
Bill Pmt -Check	09/13/2023	30240	Streamline	INV# 4E33FC18-0034	101 · Five Star Checking			210 · Accounts Payable	-249.00
Bill Pmt -Check	09/13/2023	30241	Sun Ridge Systems, Inc	RIMS Software	101 · Five Star Checking			210 · Accounts Payable	-3,200.00
Bill Pmt -Check	09/13/2023	30242	The Ed Jones Co., Inc.	INV# 54112 Lieutenant Cap Piece	101 · Five Star Checking			210 · Accounts Payable	-102.84
Bill Pmt -Check	09/13/2023	30243	TransUnion	813540	101 · Five Star Checking			210 · Accounts Payable	-75.00
Bill Pmt -Check	09/13/2023	30244	UBS	27260	101 · Five Star Checking			210 · Accounts Payable	-557.66
Bill Pmt -Check	09/13/2023	30245	US Bank CCard	4866 9145 5552 5747	101 · Five Star Checking			210 · Accounts Payable	-8,746.35
Bill Pmt -Check	09/13/2023	30246	Verizon Wireless	772287401-00001	101 · Five Star Checking			210 · Accounts Payable	-715.80
Bill Pmt -Check	09/13/2023	30247	Vision Service Plan	00102808	101 · Five Star Checking			210 · Accounts Payable	-226.17
Bill Pmt -Check	09/13/2023	30248	Wex Bank - Chevron	0496-00-526644-0	101 · Five Star Checking			210 · Accounts Payable	-1,033.85
Bill Pmt -Check	09/13/2023	30249	Wex Bank - Exxon	369-677-649-5	101 · Five Star Checking			210 · Accounts Payable	-2,559.05
Bill Pmt -Check	09/13/2023	30250	Amazon	A1297SCF5R73DC	101 · Five Star Checking			210 · Accounts Payable	-844.41
Bill Pmt -Check	09/13/2023	30251	David Aranda	Travel reimbursement	101 · Five Star Checking			210 · Accounts Payable	-3,779.10
Bill Pmt -Check	09/13/2023	30252	Kanchana Borisuthiratana	Travel reimbursement from 08/07/23	101 · Five Star Checking			210 · Accounts Payable	-1,077.21
Bill Pmt -Check	09/13/2023	30253	Nigro & Nigro PC	Interim Fieldwork - June 30, 2023	101 · Five Star Checking			210 · Accounts Payable	-11,000.00
Bill Pmt -Check	09/13/2023	30254	PG&E	5692102339-8	101 · Five Star Checking			210 · Accounts Payable	-303.17
Bill Pmt -Check	09/13/2023	30255	Sarah Gough	Park other expenses	101 · Five Star Checking			210 · Accounts Payable	-79.59
Bill Pmt -Check	09/13/2023	30256	USbancorp	Cust# 1783852	101 · Five Star Checking			210 · Accounts Payable	-1,365.05

Sep 13, 23

Total Paid Amount: -133,575.42

+ PVFT Motors for Ford Vehicle (Wire Transfer) for \$55,810
Total Paid Amount for September 2023 = \$189,385.42

California State Treasurer
Fiona Ma, CPA



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

October 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: 16-07-003

September 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	660,992.03
Total Withdrawal:	0.00	Ending Balance:	660,992.03



Date: October 12, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: General Manager's Monthly Report for September 12-October 9, 2023

This past month has been very busy. I would like to start off my report with something I promised a resident a few months ago. I stated that I would obtain information regarding solid waste and specifically the Franchise Fee that the District and the County collect. I have obtained a good deal of information but to have an informative discussion I will now need to meet with Contra Costa County. I am hopeful that at the November board meeting this can be placed on the agenda.

Speaking of solid waste, please note the amount of waste that was hauled off over the Clean Up Week Program during the week of September 18-22. It appears that it was a very successful program and please mark your calendars for 2024.

I had told the Board that I would bring an agenda item to the Board regarding camera systems in Kensington that would assist the police in locating people responsible for criminal action. I am delaying that until November so that I can do a bit more research on this program.

As noted in the agenda Hazards in Kensington are something that exist, i.e., wildfire, earthquake, slides etc. With that said I have been gathering information regarding emergency preparedness plans and hope to bring that for discussion at our November or December meeting.

I cannot say enough about the volunteer spirit in Kensington. We have individuals that are willing to jump in and help us repair certain park things like the tennis courts or make repairs to the lighting in the Community Center. Others have been willing to gather organized groups like Scouts and work on renovating the benches in the park. THANK YOU!

General Manager's Report
Kensington Clean Up

From: Kim Christie <kchristie@baycitiesrefuse.com>

Date: October 6, 2023 at 2:02:55 PM PDT

To: david aranda <daranda300@gmail.com>

Cc: Greg Christie <gchristie@baycitiesrefuse.com>

Subject: FW: Kensington Clean-up

Morning David, as you know the Great Kensington Clean-up was a huge success and we were able to pick up and assist residents in disposing a variety of material. We mailed out newsletters with the Sept 1st billing and posted it on our website. We also put "reminder" notices on carts the week before the pick-up. We definitely got the WORD out and the numbers reflect this. We had a few miss pick-ups but everything went smoothly and kept in contact with customers throughout the day, the interaction with customers throughout the whole week was priceless! Of course, we had the wonderful experience of a gas leak during Tuesdays route, but worked around that.

As you know Residents were asked to call in ahead of time to add their address for the special handling of the hazardous waste and were informed to keep hazardous waste closer to their house not on the street. In some cases, residents didn't call but kept material away from the curb. One street in particular, (Eldridge Court) residents did the best job. In general, everyone was enthusiastic about getting rid of their material. A daily list was compiled for the route. By all estimations it was a large amount. We received some assistance from West Contra Costa County Household Hazardous Facility and the material was taken there. Their help and assistance was much appreciated.

Residents also called if they needed assistance moving material out of their houses. A variety of items, refrigerators, washing machines, furniture and yes even two pianos were hauled out by our men. We went in basements, through houses, in garages, upstairs and out buildings to retrieve the bulky items that residents needed help with. All in all, it went very well. If we came across

reusable items, we set them out in our staging area. For the most part, items were taken. There were some scavenging by others and we even saw a scrap metal truck working ahead of our scheduled route. I don't think they made a dent.

Material was sorted by

1. General waste
2. Scrap Metal
3. Hazardous Waste
4. E-Waste
5. Refrigerators/mattresses

The routes for the week included 6 men per day with totals below:

- | | |
|------------------------------------|--|
| 1. Garbage Trucks | 28 loads/ 118.49 tons |
| 2. Scrap metal recycled | 4 loads/ 9.61 tons |
| 3. Hazardous material | 20 loads/12.5 tons (mostly paint and other misc. material) |
| 4. E-waste | 2,150 lbs. or 1.07 tons |
| 5. Refrigerators/freezers/recycled | 15 |
| 6. Mattresses/recycled | 19 |

All in all, I think it went well. Advertisement and outreach were good. Customer communications went well and overall feedback from residents was positive. It was a tremendous amount of calls to the office. The punch list for the day included approximately 125 i.e. special pickups, hazardous material, assistance. From our side, we were pleased with the outcome and looking forward to providing future service.

Thanks Greg and Kim

From: A Stevens Delk <astevensdelk@gmail.com>
Sent: Tuesday, October 3, 2023 8:38 AM
To: info@bayviewrefuse.com
Cc: David Aranda <DAranda@kppcsd.org>
Subject: Thank You for GREAT Service

Thank you Greg, Kim and the entire Bay View staff and crew for a great Kensington Clean-Up!

Several of my neighbors have commented to me that it was really good to be able to get rid of some hard-to-dispose-of stuff and that it was especially nice that you hauled large items out to the street upon request.

In 2018, when KPPCSD was anticipating expanding services to include mandatory food waste composting by 2022, it posted a table comparing garbage rates in a number of nearby jurisdictions. But it only listed rates and not what services were included.

Attached is an expanded version of the comparison, which I hope will suggest some services that you might be able to provide to your Kensington customers in the future, without significant additional cost to them --- or to you!

Thank you again for your service to Kensington.

Ann Delk

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

KASEP:

Fall KASEP classes began on September 11th and run through December 15th.

Holidays include- Monday, October 9th, Wednesday November 1st, Friday November 10th, and the week of November 20-24th.

Adult Classes

Tai Chi with Nobuo Nishi is on Wednesdays & Fridays 9:30-11am. Community Center, drop-in \$15

Strength & Balance Yoga Tuesdays 8:30am & Thursdays 11:30am in the Community Center, Drop-in \$20

Family Yoga Sundays at 10am in front of the Recreation Building

Mediterranean Cooking in the CC kitchen, Tuesdays evening 6:00-8:00pm Cost \$45 per class.

The Art of Jewelry Making class Friday, October 6th, 6-8pm in the Recreation Building.

KCC & Other:

Kensington Trash Day- I met Rosa and Lynelle on Sept. 21 to remove all known trash items from the Annex Building for the annual trash pickup.

KCC Movie Night was a huge success on September 23rd on the big lawn outside the Recreation Building with an estimated 400 attendees.

Upcoming Events:

KASEP Crafter Art Show supporting KCC Scholarships and KPPCSD Park Improvements is scheduled for October 19,20,21 at the Arlington Community Church.

KCC Community Picnic is scheduled for October 22nd at the Community Center.



Kensington Police Protection & Community Services District

Item#08d

Date: October 12, 2023

To: Board of Directors

From: Rosa Ruiz

Subject: Parks Report

The district office was closed for Columbus/Indigenous People Day.

Community Center Events:

1. The Kensington Improvement Club will host its annual Town Hall Meeting at the center on Saturday, October 21, 2023. Essential vital guests will be part of this event like Chief Gancasz.
2. A private event will be taking place at the center on Saturday, October 14, and a soft hold for Sunday, the 15th or 28th (no solid confirmation yet)
3. I am happy also to inform you that the KIC has resumed their monthly meeting at the center on the last Monday of every month. I am confident that two more K-groups (POA & Dad's Club) should be joining for their monthly meetings at the center by the end of this year. But those who inquire about storage space for their meeting items (K-groups only) are given a key to a cabinet in room 3—and, of course, with an exchange payment of the annual fee of \$175 and proof of insurance is requested.

Park:

1. The annual KCC Picnic celebration is back in session and taking place on Sunday, October 22, 2023.
2. Nothing else to report.



KPPCSD Police Department & District Office
Permanent Location Committee

Update on Real Estate Options



Agenda

Today's Road Map:

- Update on current real estate options being considered
-



Current Real Estate Properties NO Longer Being Considered

1. Any properties outside of Kensington.
 2. PSB:
 - See <https://www.kppcsd.org/files/fa59b6fcd/SM+01+Update+on+PSB+Joint+Occupancy+Options+5-11-23.pdf>
 3. UUCB
 - See <https://www.kppcsd.org/files/eaf87367f/Item+10+UUCB+Letter.pdf>
 4. Annex, Building E or interior of Kensington Park
 5. Sunset View Cemetery + Mausoleum:
 - Cemetery might be interested in selling 1.2 acres in El Cerrito; unaffordable.
 - Mausoleum not interested in selling.
 6. Ed Hammond's Properties on the Colusa Circle (1537 Oak View Ave.)
 - Confirmed no properties available for lease and not interested in selling to the KPPCSD.
 7. Commercial Properties for Lease or Sale on Arlington:
 - Do not meet minimum KPD requirements.
 8. Listed Residential Properties
-



Current Real Estate Properties Suggested by Community & Under Review

- Lot South of the Library on Arlington (closer to 79 Arlington Ave.):
 - Property owned by the KPPCSD; updated geotech report needed.
 - 303 Arlington + Connected Properties:
 - Future meeting planned with owner who has expressed renewed interest in a possible sale to the KPPCSD.
 - Narsai David's Property (385 Colusa Ave.):
 - Have connected with Narsai, who re-directed us to his son. We have reached out and are waiting for response.
 - 219 Arlington Ave (residential property next to the PSB):
 - I-GM in initial conversations with owners to ascertain interest in selling.
 - County Properties:
 - Oct. 16th meeting planned with County Supervisor John Gioia to continue exploring options.
 - EBMUD Properties in Kensington
 - Initially EBMUD uninterested, but we may be able to re-open conversation.
 - KPPCSD Share of Parking Lot Across from Library
-



Grant Funding Possibility

- Some of the options still under consideration have federal, state grant potential.
 - We will aggressively pursue all grant options to off-set building costs but that work begins now.
-



Conclusion

- We are leaving no stone unturned.
 - Investigating any and all options proposed by the community as long as within Kensington.
 - But, our options are narrowing.
 - We are committed to bringing the police back to Kensington.
-



Date: October 12, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approval for InTime Payroll Software

Recommendation

Approve the budgeted expenditure for the InTime Timekeeping-to-Payroll Module at a cost of \$13,175,

Background

The District uses an app called InTime for all employees to enter the time they work each day. That information is reviewed by the Chief and General Manager, forwarded to accounting who must manually enter the information for our payroll service, Paylocity. As noted in the attached memo from the Chief, this software will reduce the possibility of payroll errors and greatly reduce staff time.

Attached is the agreement, which has been reviewed by legal counsel.

Exhibits

- InTime Recommendation for Chief Gancasz
- InTime Proposal and Agreement for KPPCSD
- InTime Services Inc. – Services Agreement – Terms and Conditions

InTime Solution Pricing

Annual Subscription For: **15 Employees**

**TIMEKEEPING-TO-PAYROLL MODULE
SUBSCRIPTION FEE**

\$7,500

REMOTE PROFESSIONAL SERVICES

\$8,000

Implementation Services for modules listed above

(one time fee)

- Requirement Analysis & Verification
- Module Statement of Work (SOW) Completion
- Module Configuration and set-up
- Module delivered per signed SOW
- Interface Testing
- Interface Roll-out Support

Annual Subscription Fees for Payroll Module: \$7,500
Subscription Fees pro-rated to August 2024: \$5,625
Professional Services: \$8,000
Current Invoice: \$13,625

***Please note that first year subscription fees will be pro-rated to line up with the current subscription expiry date of August 18th 2024.**

**** Subsequent year's annual invoice will include the current annual subscription + annual subscription fees for the Payroll Module**



Date: October 12, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approval to Join Psychological Services Group

Recommendation

Approve the agreement and expense of \$7,500 per year with Public Safety Family Counseling Group, The Psychological Services Group. Legal Counsel has reviewed.

Background

The Memorandum of Understanding (M.O.U.) between KPPCSD and the Police Officers Association included the agreement that the District would pay for an Employee Assistance Program (EAP). In February of 2023 the District accepted one-time funding of \$15,000 from the State of California specifically for Officer Wellness and Mental Health programs.

Recently, the Chief designated Sergeant Lande to investigate the various programs being offered in this field, what other agencies are using, and make a recommendation to the General Manager for a service that would fulfill the agreement in the M.O.U.

Psychological Services Groups, also known as Public Safety Family Counseling Group, appears to be the best fit at the most reasonable price for KPPCSD. It will allow officers to confidentially meet with qualified counselors for help they may need mentally for work related and non-work-related issues they may be experiencing.

Exhibits

- Service Provider Agreement

SERVICE PROVIDER AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is entered into this ____ day of September 2023, by and between the Kensington Police Protection and Community Services District (“District”), and Public Safety Family Counseling Group, Inc. (“Consultant”).

SCOPE OF SERVICE

1. The primary purpose of this service contract is to provide 24/7/365 Critical Incident Stress Management (CISM) consultation and response services to the Kensington Police Department (District) and its employees. All services rendered within the scope of this contract are billable per hour against District’s available contract hours unless otherwise stated herein. In the event that no contract hours remain, all services rendered are billable at the overage rate under **COMPENSATION**.
 - 1.1. CISM services including critical incident stress debriefings, crisis management briefings, on-site response, crisis intervention, and consultation as necessary following extraordinary events encountered by, or impacting, District’s personnel in the course of their duties. Consultant will provide first responder specialized support and short-term individual crisis intervention and, as necessary, appropriate professional referrals to District’s employee assistance program or other suitable venue when indicated.
 - 1.2. Crisis Response and Stabilization Services may be rendered at District’s offices, in the field, at Consultant’s offices, virtually, or other locations as approved by Consultant.
2. Consultant will provide first responder specialized support and short-term individual crisis intervention and, as necessary, appropriate professional referrals to District’s employee assistance program or other suitable venue when indicated.
 - 2.1. Short-term individual crisis intervention is defined as up to ten (10) one-on-one crisis intervention sessions per year. Such sessions may be provided either in-person at Consultant’s offices or virtually.
 - 2.2. Crisis intervention sessions under this section are not subject to per session time limitation.
 - 2.3. If an employee of District fails to show for an appointment or fails to cancel an appointment with at least 4 hours’ notice on more than two occasions, no shows and late cancellations for that employee shall count against District’s available hours as if the appointment had been kept. If an employee of District fails to show for an appointment or fails to cancel an appointment with at least 4 hours’ notice on a third occasion, no additional appointments shall be granted. This section may be waived on a case by case basis by Consultant when reasonable explanation is provided. Consultant’s decision on a waiver of this section shall be final.
 - 2.4. In the event that an employee self-refers, or is directed or referred by District, because of a suicidal crisis, services shall be rendered without regard to session or time limits until one of

the following occurs. The suicidal crisis is stabilized, abated, or resolved, or the affected employee is referred to a higher level or other suitable care.

- 2.5. In the event that utilization of this section exceeds the District's available hours, excess hours shall bill at the overage rate listed under Compensation section 14.
3. Expert collaboration with District Staff regarding issues related to Critical Incident Stress, crisis intervention, education needs, organizational matters, and other psychological services as requested.
4. Provide on-going training, oversight and consultation to the District's Peer Support Team, should the District decide to implement one at any time during the term of this Agreement, including assisting in program development, team selection, and professional oversight of team operations. Participation in Regional Peer Support Training is included for all District officially designated peers.
 - 4.1. Participation in the Regional Peer Support Coordinators' Meeting is included for District officially designated coordinators.
 - 4.2. Participating agencies share a rotating responsibility for hosting Regional Peer Support and Coordinator Meetings. Responsibility for hosting said trainings and meetings is split among participating agencies on a rotating basis. Training hours are billed to the host agency against their contract hours.
5. Coordinate as needed with District Staff to offer critical incident stress management support education services for line, supervisory and management staff as requested. Training requests must be submitted at least 90 days in advance.
6. Coordinate as needed with District Staff to offer additional education services as requested within Consultant's scope of practice. Training requests must be submitted at least 90 days in advance.
7. Be available by telephone for consultation or call out to critical incidents 24 hours a day, 7 days a week.
8. When Consultant is unavailable or unable to render services as indicated above, Consultant will notify Staff and make necessary arrangements for referral to appropriate mental health professionals for coverage at no additional cost to District.
9. Consultant shall not be responsible for computer, video, audio, or other technological needs for District or District's personnel to attend training or access services.
10. Referrals to third party services such as employee assistance programs, outside wellness training, or recovery/treatment retreats are not covered under this Agreement and are subject to other agreements between District and a third-party provider.

COMPENSATION

11. District will compensate Consultant for a flat fee of \$7,500.00 per Service Period for all services provided up to a total of thirty (30) hours per Service Period, subject to the provisions of the following sections.
 - 11.1. A “Service Period” is defined as a one-year period, running from October 1 through September 30 of each year this Agreement remains in effect.
12. Thirty (30) hours per Service Period are contracted under this Agreement and are available for use at the beginning October 1st of each year this Agreement remains in effect. These account hours are available for use in any service area as defined under **SCOPE OF SERVICE**.
 - 12.1. All hours remaining on account will expire and be permanently lost as of September 30th of each year this Agreement remains in effect.
 - 12.2. All services rendered away from Consultant’s physical office are billed portal to portal, including standby time, against the total contracted hours.
13. If more than the allotted thirty (30) hours are used during any Service Period of the contract, and no hours are available from the account, additional hours will be billed at an hourly rate of \$500.00.

ADDITIONAL SERVICE FEES

14. Individual Crisis Intervention Counseling Services
 - 14.1. In the event that an employee requires more than ten (10) individual counseling sessions per year, either Consultant or the client shall obtain advanced authorization from District. The authorization process shall not require the disclosure of the affected employee’s name or other HIPAA information without the affected employee’s consent.
 - 14.2. The rate for additional in office counseling services under this section shall be \$250.00 per session hour, billable in 30-minute increments with a one (1) hour minimum.
 - 14.2.1. The District may authorize Consultant to draw from the District’s available hours bank to cover additional sessions authorized under this section. District understands that this may result in overage charges at the higher overage rate if no hours are available in District’s banked hours when billing for future services.
 - 14.3. Referrals to third party services such as employee assistance programs, outside wellness training, or recovery/treatment retreats are not covered under this Agreement and are subject to other agreements between District and the third-party provider.
 - 14.4. In the event that an employee self-refers, or is directed or referred by District, because of a suicidal crisis, services shall be rendered without regard to authorization requirements, session limits, or time limits until one of the following occurs. The suicidal crisis is

stabilized, abated, or the affected employee is referred to a higher level or other suitable care.

15. ICISF Licensed training courses are subject to the following additional approximated fees.

- | | |
|--|-----------------------------|
| 15.1. ICISF Registration and Licensing | \$300 per course |
| 15.2. Materials Fees | \$200 per person |
| 15.3. ICISF Certificates | \$20 per course, per person |

16. Training courses hosted by anyone other than District are not included within the scope of this Agreement and are subject to an additional fee. Fees for outside training are set by the host entity and District shall be responsible for any determination to send and all related costs for sending personnel to any outside training.

17. Authorization for additional services or increases in the hourly/monthly rate may be given at the sole discretion of the Chief of Police or their designee. Requests for additional services may be made in writing, via email, in-person, or telephone voice call. All increases are subject to District's preexisting purchasing policies.

ADDITIONAL SERVICE TERMS

18. Cancellation

18.1. Due to legal and ethical requirement surrounding patient abandonment, cancellation shall be initiated in writing by the cancelling party at least 30 days prior to the final date of service in order to allow for termination or transition of the clinical relationship between Consultant and any District personnel seeking care.

18.2. The final day of service under this Agreement shall fall upon the last day of the month.

18.3. Upon cancellation, all fees for services performed prior to cancellation shall become due and payable within 30 days of receipt of a final invoice for services rendered through the final date of service and all account hours are forfeit.

18.4. Accounting of hours shall be on a whole month basis only, running from the first day of the month through the last day of a month.

19. Expert Witness Fees

19.1. Services rendered under this Agreement do not include expert witness fees, deposition, court fees, representation, or testimony for or during any legal or formal administrative proceeding. Fees related to any actual or proposed action in any proceeding start at \$500.00 per hour and are subject to a minimum advanced deposit prior to any required appearance.

20. Payment

20.1. Payment for services rendered under this Agreement are based on an annual prepayment of

\$7,500.00 for up to thirty (30) hours of service. Payment is due upon commencement of the term of service.

20.1.1. Invoices for any subsequent charges or overage fees shall be billed monthly in arrears on an “as utilized” basis with net-30 terms.

21. Copyright and Right of Use

21.1. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes or any original works of authorship created by Consultant or its subcontractors or subconsultants in connection with services performed under this Agreement shall be deemed the exclusive intellectual or otherwise licensed property of Consultant and Consultant shall retain all rights therein. Consultant shall grant a right of use license to District while the District remains under contract with Consultant and the materials are created or branded for District’s use at no additional charge.

22. Ownership of Documents

22.1. All documents, data, drawings, designs, reports, studies, memoranda, or any other items or work product prepared or obtained by Consultant or its subcontractors or subconsultants in connection with services performed under this Agreement are instruments of Consultant’s services. They are not intended, nor are they represented to be suitable for reuse by others on extension of this project or on any other project. Any reuse without specific, written verification and adaptation by Consultant for the specific intended purpose will be at the user’s sole risk and without liability or legal exposure or expense to Consultant. Consultant shall not waive their interest in any work product created under this Agreement except where otherwise noted herein. Consultant shall grant a right of use license to District while the District remains under contract with Consultant and the materials are created or branded for District’s use at no additional charge.

23. HIPAA Requirements

23.1. Confidentiality of Consultant’s services and records are governed by State and Federal statutes, court decisions, ethical standards, and generally accepted business practices for their profession. Notwithstanding any other section of this Agreement, no record or other identifying information, including but not limited to HIPAA protected information shall be released without a valid court order, written authorization from the individual(s) affected by the information release, or other legal authority compelling release of such information. Additionally, compliance with any audit or inspection requirement contained herein necessitates an investment of Consultant’s time, efforts, and resources in order to maintain the required confidentiality of records subject to audit or inspection and as such, shall be considered billable hours and compensated according to this Agreement. This section shall supersede all other sections and shall survive termination, cancellation, or expiration and remain in effect indefinitely.

24. Confidentiality of Consultant's Information

- 24.1. District shall not disclose any confidential or proprietary information received from Consultant, including but not limited to client information or other intellectual property, to anyone except District's employees who require access to the information to access Consultant's services without adaptation by Consultant.
 - 24.1.1. Notwithstanding the foregoing, Consultant recognizes that District is obligated to comply with the California Public Records Act (California Government Code §§ 6252 et seq.) and that records in the possession of the District may be required to be disclosed. The District will assert exemptions to the California Public Records Act as allowed, including protecting personal contact information and other confidential information as allowed.
 - 24.1.2. If the District receives a Public Records Act request for documents related to the Consultant, it will promptly notify the Consultant of such request. The Consultant may then seek to assert protections and privileges in court, as it may deem appropriate. The Consultant shall notify the District within 5 days if it will seek judicial intervention. If it does not, the District will release the requested documents. Nothing herein prohibits the District from asserting any exemptions to disclosure that it deems appropriate.
 - 24.1.3. Parties agree to exercise at least the same care, control, and security over records, documents, and/or confidential information obtained from the other party as they would for their own records, documents, and/or confidential information.

25. Billing and Invoices

- 25.1. Consultant shall endeavor to provide a monthly utilization statement and/or invoices to the District no later than the 15th day of each month following the month in which services are provided. The utilization will include a description of services rendered and the date on which such services were provided. In addition, the monthly statement will provide a running account of hours utilized and hours remaining on account. Due to HIPAA restrictions individual client information will at no time be included in accounting information. Utilization statements shall be combined with monthly invoices for convenience. District shall pay all; undisputed invoices within 30 days of receipt.
- 25.2. District shall ensure timely requests for and utilization of Consultant's services. All services not utilized within the one-year term of this Agreement are non-refundable and will be lost as of June 30th. Failure of District to utilize Consultant's services in a timely manner shall not be cause for a refund or extension of time.

26. Notices and Mailings

- 26.1. The following addresses shall be used for purposes of formal notices.

Kensington Police Department
Chief Mike Gancasz

Public Safety Family Counseling Group, Inc.
Attn: Scott Dansie, Operations Manager

10940 San Pablo Ave, #B
El Cerrito, CA 94530

3381 Walnut Blvd., Suite 210
Brentwood, CA 94513

26.2. The following email addresses may be used for informal communication.

Chief Mike Gancasz
mikeg@kppcsd.org

Scott Dansie
scott@psfcg.com

27. Force Majeure

27.1. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, natural disaster, pandemic, death of Provider, public protest or riot, governmental acts that are not caused by or within the control of the nonperforming party, order or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

28. Insurance

28.1. Consultant shall maintain the following insurance for the duration of this Agreement.

28.1.1. General Liability	\$1,000,000.00
28.1.2. Automobile Liability	\$1,000,000.00
28.1.3. Workers Compensation	\$1,000,000.00
28.1.4. Excess Liability (Umbrella)	\$1,000,000.00
28.1.5. Professional Liability	\$1,000,000.00

28.2. Consultant shall supply District with Certificate of Insurance for the specified insurance policies and District shall be names as an Additional Insured thereon.

28.3. Neither Consultant nor Consultant's insurance providers are able to comply with demands from or supply documents to Third Party Insurance Verification services that District may contract with, currently or in the future, to verify independent contractors' insurance policies. In the event that District utilizes such services, District shall designate a District staff member to collect insurance documents from Consultant and resolve any verification requirements.

28.4. District has had the opportunity to review all of Consultant's insurance policies related to this Agreement and will certify that said insurance meets the requirements of any provisions related to insurance requirements prior to execution of this Agreement or District has agreed to waive unmet requirements if they are outside the scope of Consultant's insurance.

29. Term of Agreement

29.1. The term of this Agreement shall be October 1, 2023, through September 30, 2024. This Agreement may be extended by amendment.

29.2. If this Agreement is extended by amendment, the annual rate may be subject to an annual rate

fee increase once per twelve month term, as negotiated by the parties at the time of renewal.

SIGNATURES ON NEXT PAGE

SIGNATURES

District

Kensington Police Protection and
Community Services District

Consultant

Public Safety Family Counseling Group, Inc.

Mike Gancasz
Chief of Police

Elizabeth Dansie
President/CEO



Date: September 14, 2023
To: Board of Directors
From: David Aranda, General Manager
Subject: POA Side Letter Agreement Defining Police Lieutenant Role/Salary Schedule

Recommendation:

Approve the proposed language and salary schedule for inclusion into the current (July 1, 2022 – June 31, 2025) Kensington Police Officers Association Memorandum of Understanding.

Background:

The Police Lieutenant position was approved by the Board of Directors on July 8, 2021, with the understanding that language defining the role of the position along with a competitive salary schedule would be adopted at the next POA contract negotiation on July 1, 2022. This did not happen, and the Police Lieutenant has been working outside of the signed memorandum of understanding for ten months.

Discussion and Analysis:

The Kensington Police Department rank and file includes an executive (Chief), two first line supervisors (Sergeant) and six line-staff (Police Officer). Contemporary Police organizations employ a middle management rank between the Sergeant and Chief of Police. This rank is commonly known as Lieutenant, Commander, or Captain. The title depends largely on the size and needs of an organization and can include multiple positions and a variety of ranks in combination with one another. The most widely used rank in Contra Costa County is that of a Lieutenant. The work of a police lieutenant is that of a middle-management role for law enforcement. The Lieutenant will take directions from the Chief of Police and develop a plan of action for sergeants and front-line officers. Responsibilities include completing Internal Affairs Investigations, reviewing matters of use of force, policy development and overseeing grants. The Lieutenant will select and assign staff, ensuring equal employment opportunity in hiring and promotion, and set work schedules and priority tasks for officers. The Lieutenant is responsible for evaluating sergeants and other staff in performance reviews and identifying development and training needs for the department. On top of these precinct duties, the Lieutenant will work with other law enforcement agencies in the area and act as an ambassador of the police department in meetings, schools, and other community functions. Promotion to this rank demonstrates years of experience as well as an ability for leadership and strong public relations skills.

A salary schedule that is in-line with the current POA salary schedule has been developed for the district which is consistent with Lieutenant pay scales in Contra Costa County. Additional language defining the Lieutenant's hours of work and compensation were also developed to meet the needs of the police department and district operations. (See Attachment)

Fiscal Impact:

None, the proposed salary schedule, and compensation is consistent with the language already in place with the current KPOA MOU.

Attachment:

- Attachment 1: Side Letter Agreement for Kensington Police Lieutenant
- Attachment 2: Bay Area Police Lieutenant Salary Scale 4/23

**SPECIAL DISTRICT OF KENSINGTON AND
THE KENSINGTON POLICE OFFICERS’ ASSOCIATION SIDE LETTER AGREEMENT
RECOGNIZING THE RANK OF POLICE LIEUTENANT**

The Memorandum of Understanding between the Kensington Police Protection and Community Services District and the Kensington Police Officers’ Association effective July 1, 2022, through June 30, 2025, shall include the addition of:

ARTICLE I RECOGNITION Will include the additional language:

The Kensington Police Officers Association recognizes the rank of Police Lieutenant as a non-voting member of the Association. The Lieutenant may continue paying monthly membership dues for the purpose of servicing Legal Defense Fund (LDF) fees and any other benefits programs through regular payroll deductions. The association agrees to service applicable benefits programs for the Lieutenant through the same mechanisms afforded to other members.

The District agrees to meet and confer with the Association on matters related to wages, hours or work, and other terms and conditions of employment for the rank of Police Lieutenant.

The Kensington Police Association agrees to act in good faith on behalf of the Lieutenant and to meet and confer with the District on all matters related to wages, hours and other terms and conditions of employment.

The rank of Police Lieutenant is not an at-will appointment and all applicable POBAR rules and personnel regulations apply to the individual holding that assignment.

(A) USE OF VACATION Will include the additional language:

(6) - Number of Employees on Vacation – The Lieutenant will work with the Chief of Police to sign up for vacation dates and times that do not conflict with each other.

ARTICLE VII SALARIES Will include the additional language:

The Board of Directors provides that an employee must be paid a salary within the range established for his or her classification. The District and the Association agree the District will compensate Lieutenants of the Kensington Police Department as follows:

(1) The Lieutenant shall be limited to a maximum of 15% incentive pay. They must meet the criteria defined by each incentive to receive the benefit.

10/01/2023	Step 1	Step 2	Step 3	Step 4	Step 5
Lieutenant	\$11,407.00	\$11,862.00	\$12,337.00	\$12,831.00	\$13,344.00
7/01/2024	Step 1	Step 2	Step 3	Step 4	Step 5
Lieutenant	\$12,262.52	\$12,751.65	\$13,262.27	\$13,793.32	\$14,344.80

A. (2) STEP INCREASES Will include the additional language:

Classification - Sergeants and Lieutenants

C. WORKING OUT OF CLASS Will include the additional language:

The Lieutenant will be eligible for a working out of class incentive only when assigned to the Acting Chief of Police role and it falls under the 15% incentive cap. Acting in the capacity of a lower rank does not qualify for out of class pay.

D. SHIFT DIFFERENTIAL Will include the additional language:

The Lieutenant is eligible for a graveyard shift differential, and it falls under the 15% incentive cap.

E. FIELD TRAINING OFFICER PAY Will include the additional language:

The Lieutenant is eligible for a Field Training Officer incentive when performing those duties, and it falls under the 15% incentive cap.

ARTICLE VIII OVERTIME Will include the additional language:

The Lieutenant is not eligible for overtime and is considered an "Exempt Employee". Time worked more than the basic workweek because of changes in days off, extended shifts, call outs where they respond to work, training, or backfilling shifts, may be flexed by coming in later the following day/week or accumulated in "flex hours account" to be used later. The Lieutenant is responsible for submitting requests for Flex hours to the Chief of Police for approval through the District's timekeeping module. Flex hours will be capped at 100 hours and these hours may not be substituted for conversion to a vacation account without the approval of the Chief of Police. Hours worked more than the basic workweek will be transferred into the Flex account using the hour-for-hour (straight time) formula and not the overtime rate. Hours should not be carried over year to year and are not eligible for a cash payout.

ARTICLE IX EDUCATION / LONGEVITY BENEFITS Will include the additional language:

The Lieutenant is eligible for Education /Longevity Benefits consistent with the language defined in the current KPOA MOU and they all fall under the 15% incentive cap.

The Lieutenant is eligible to receive a monthly incentive payment of five percent (5%) of base salary upon obtaining a POST Supervisory Certificate and this falls under the 15% incentive cap.

The Lieutenant is eligible to receive a monthly incentive payment of five percent (5%) of base salary upon graduating from a POST Management School and this falls under the 15% incentive cap.

The Lieutenant is not eligible to receive a monthly incentive payment for any other POST certificates or schools (Basic/Intermediate/Advanced).

All other provisions of the Memorandum of Understanding between the Kensington Police Protection and Community Services District and the Kensington Police Officers Association shall remain in effect unless specifically modified or amended.

The parties hereto have caused this Side Letter Agreement to be executed this 1st day of October 2023. This will be effective on this day and there shall be no retroactive pay or benefits associated with this agreement.

KENSINGTON POLICE OFFICERS'
ASSOCIATION

KENSINGTON POLICE PROTECTION
AND COMMUNITY SERVICES
DISTRICT

By: Jose Fajardo, Police Association
President / Date

By: David Aranda General Manager / Date

Bay Area Police Lieutenant Salary Scale 4/23

	Step 1	Step 2	Step 3	Step 4	Step 5
Kensington Police Lieutenant	\$10,106	\$10,510	\$10,930	\$11,368	\$11,822
Pinole Police Lieutenant	\$12,771	\$15,529			
El Cerrito Police Lieutenant	\$12,382	\$15,478	\$19,347		
Martinez Police Lieutenant	\$11,392	\$13,225			
San Pablo Police Lieutenant	\$14,301	\$15,016	\$15,767	\$16,555	\$17,383
Albany Police Lieutenant	\$11,958	\$12,556	\$13,184	\$13,843	\$14,535
				\$ 15,262	\$16,025

CURRENT (2021) SALARY SCHEDULE

Kensington Police Protection & Community Services District					
Steps	Step 1	Step 2	Step 3	Step 4	Step 5
	Monthly	Monthly	Monthly	Monthly	Monthly
Police Lieutenant	\$ 10,106.25	\$ 10,510.50	\$ 10,930.92	\$ 11,368.16	\$ 11,822.88
Incentives	AA Degree or Intermediate POST Certificate is 5% per month				
	BA Degree or Advanced POST Certificate in addition is 5% per month				

Recommended October 1, 2023					
Kensington Police Protection & Community Services District Lieutenant Salary Schedule					
Steps	Step 1	Step 2	Step 3	Step 4	Step 5
Salary	\$11,407.00	\$11,862.00	\$12,337.00	\$12,831.00	\$13,344.00
Incentives	Education: Same as POA				
CAP 15%	POST Certificates: Management Cert 5% & Supervisor Cert 5%				
No Overtime	Longevity: Same as POA (2.5 x 2 = 5%)				
	Incentive limited to 15%				

July 1, 2024 (5% increase with POA)

Kensington Police Protection & Community Services District Lieutenant Salary Schedule

Steps	Step 1	Step 2	Step 3	Step 4	Step 5
Salary	\$12,262.52	\$12,751.65	\$13,262.27	\$13,793.32	\$14,344.80
Incentives	Education: Same as POA No Compound				
CAP 15%	POST Certificates: Management Cert 5% & Supervisor Cert 5%				
No Overtime	Longevity: Same as POA (2.5 x 2 = 5%)				
	Incentive limited to 15%				

Sergeant/Lieutenant Comparison

7/1/2023	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	\$9,752.48	\$10,142.56	\$10,446.84	\$10,864.75	\$11,299.32
Lieutenant	\$11,407.00	\$11,862.00	\$12,337.00	\$12,831.00	\$13,344.00
7/1/2024	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	\$10,240.11	\$10,649.69	\$10,969.18	\$11,407.99	\$11,864.31
Lieutenant	\$12,262.52	\$12,751.65	\$13,262.27	\$13,793.32	\$14,344.80

➤ If Sergeants Average 10 hrs./week overtime. Approx \$50,000 per year.



Date: October 12, 2023
 To: Board of Directors
 From: D. Aranda, Interim General Manager
 Subject: Declare Two Vehicles As Surplus And Lease/ Purchase An Administrative Police Vehicle At A Cost Not To Exceed \$50,000

Recommendation:

Approve Resolution No. 2023-19 declaring two Kensington Police vehicles surplus, subject to disposal, donation, or trade in.

Background:

It is recommended Kensington Police Vehicles 0201 and 1601 be decommissioned. Vehicle 0201 was put into service twenty-one (21) years ago, and 1601 was put into service seven (7) years ago. Both vehicles have high mileage and would require expensive repairs to keep them operational. This recommendation has the full support of the Kensington Police Fleet Manager.

Discussion and Analysis:

The Kensington Police Department employs an efficient and effective fleet maintenance program to keep all patrol cars operating safely and reliably for as long as possible. The program also employs an apparatus lifecycle strategy schedule. The point of a fleet replacement and lifecycle management strategy is to achieve an even, balanced fleet aging cycle. Some of the benefits of an optimized cycle include:

- Predictable failure/replacement times
- Identifiable cost of repair vs. value of asset
- Minimized repair and maintenance costs
- Accurate preventive maintenance budget
- Replace older vehicles before they experience costly breakdowns

The program forecasted the possibility of having to decommission two (2) vehicles in 2022/2023:

Year	Model	Yrs. in Service	Mileage	Value	Running	Annual
2002	Ford Explorer	21	67,000	\$0.00	No	\$250
2016	Ford Taurus	8	100,000	\$1,000-3,000	No	\$5,000 +

Vehicle 1601 had routine and major service expenses of approximately \$5,500.00 since being deployed. Today the vehicle is due for major service, it has 100,000 miles on the odometer, and

Declaring Certain Property Surplus

October 12, 2023

Page 2 of 2

immediate repairs are expected to cost \$6,400.00. The cost to maintain its serviceability compared to the market value of the car, \$2500, makes it cost prohibitive to continue investing in its annual upkeep.

Vehicle 0201 was put into service 21 years ago, has been out of service since 2021, and requires extensive repairs to bring back online. The cost to maintain its serviceability compared to the market value of the car, \$0.00, makes it cost prohibitive continue investing in its annual upkeep.

The Police Department budgeted for one police vehicle in FY23/24 and has not completed that purchase. The Police Department recommends trading in vehicle 2016 for a new vehicle. The trade-in value will be applied to the purchase price. Vehicle 0201 can be donated to an appropriate charity in Contra Costa County. Previous vehicle donations were given to a Community Violence Solutions Organization in Martinez.

Fiscal Impact:

The new vehicle (Ford Explorer) estimates range between \$45,000 and \$50,000. Leasing options are available, like the ones negotiated for the existing police vehicles.

Attachment:

- September 26 Memo to Chief Gancasz
- Apparatus Replacement Schedule
- Hilltop Ford Quote
- Hilltop Ford Financing

POLICE DEPARTMENT

Mike Gancasz, Chief of Police



MEMORANDUM

DATE: September 26, 2023
TO: M. Gancasz, Chief of Police
FROM: A. Nath, Acting Police Lieutenant
SUBJECT: Vehicle 1601 Repair Cost Estimate

I am writing to bring to your attention the pressing matter of Vehicle 1601, a 2016 Ford Taurus, currently in our fleet. After a thorough assessment, it is evident that the vehicle has reached a point where continued investment in repairs and maintenance is economically impractical.

Vehicle Details:

- Make/Model: 2016 Ford Taurus
- Odometer Reading: 100,000 miles
- In Service Since: March 30, 2016
- Years in Use: Approximately 8 years
- Warranty Expired: March 2019
- Current Estimated Value: \$1,000.00

Maintenance Records: Over the past eight years, Vehicle 1601 has incurred routine and major service costs totaling approximately \$5,500.00. The vehicle is now due for major service and repairs to the fuel system estimated at \$6,400.00, and Walnut Creek Ford estimates its current value at approximately \$1,000.00. This indicates that the maintenance costs are significantly surpassing the vehicle's current value.

Recommendation: Given the current state of Vehicle 1601 and its maintenance history, I do not recommend investing further funds in its upkeep. Instead, I propose that we explore options to trade it in and replace it with a new vehicle that comes with a warranty.

Rationale:

1. **Economic Consideration:** The cost of maintaining Vehicle 1601 has exceeded its current value, and further investments are expected to increase.



2. **Expired Warranty:** The original warranty, which provided bumper-to-bumper coverage and powertrain coverage, expired in 2019, leaving the vehicle vulnerable to escalating repair costs.

3. **Current Condition:** With 100,000 miles on the odometer and the need for substantial repairs to the fuel system and an additional upcoming service, the vehicle is at a stage where reliability concerns are likely to increase.

Attached: I have included estimates from Walnut Creek Ford to replace Vehicle 1601 with a new car that is currently available. Additionally, the replacement option is versatile enough to be converted to a patrol car if necessary. I recommend that we promptly discuss and decide on this matter to ensure the continued efficiency and reliability of our fleet.





Attached:
Walnut Creek Ford Repair Estimate
Ford Mo. Co. New Vehicle Quotes

10/2/2023




Vehicle 1601 requires a \$6,400 dollar investment to keep it on the road with additional repair costs (likely) in the coming years. I recommend the District replace it with a new model consistent with that of patrol cars. There are unused funds in the FY 23/24 fleet budget to accommodate this purchase with leasing as a second option as well.

M. Gancasz
Chief of Police

Apparatus Replacement Schedule - Administrative Cars

Year In service	Vehicle	Expenditures	Mileage	Estimated Turnover Date
2012 Pool Car		Decommission costs \$500 – *Recycle parts	67,352	2022/2023 (Surplus)
2021		\$1016.00/mo.	50,000	Convert then Replace 2023/2027
2016		yearly preventive maintenance \$1000-\$3,500	100,000	Replace With New 2023/2024
2022		*Replaces K2 \$1016.00./mo. Est.	Took Delivery 5/22 – still in service	Replace 2028/2029

Apparatus Replacement Schedule - Patrol Cars

Model Year	Vehicle	Expenditures	Mileage	Estimated Turnover Date
*2014 K2		Decommission costs + yearly preventive maintenance \$1000-\$5,000	72,967	Replaces white Ford 2022
2015 K3	Unit K3 is out of service at the repair facility (photo unavailable)	Double as TSU \$5,000 graphics & equipment	50,417	Replace 2023/2024
2021		\$1016.00/mo.	3071	Replace 2027/2028
2021		\$1016.00./mo.	1591	Replace 2027/2028



Michael Stead's Hilltop Ford KIA

3280 Auto Plaza, Richmond, CA 94806

INVOICE# F19253

MARIA FERRO

MFERRO@STEDAUTO.COM

Phone: 510-222-4444 EXT.111

Fax: 510-222-2699

Bill To: Kensington Police Department
10940 San Pablo Ave
El Cerrito, CA 94530

Date: October 10, 2023

Customer ID:

Date	Description	Vin	Quantity	AMOUNT
10/10/2023	23 Ford Explorer	1FMSK7DH2PGB87802		\$40,045.00
	Doc Fee			\$ 85.00
	Tire Fee			\$ 8.75
	Electronic Filing Fee			\$ 33.00
	Tax			\$ 4,113.33
	16 Ford Taurus trade			\$ (4,000.00)
	Trade Assistance Rebate			\$ (500.00)
			Total	\$39,785.08

Reminder: Please include the customer ID number on your check.

REMITTANCE	
Customer Name:	Kensington Police Department
Customer ID:	
Date:	October 10, 2023
Amount Due:	\$39,785.08
Amount Enclosed:	



KENSINGTON PD
2023 FORD EXPLORER XLT
VIN: 1FMSK7DH2PGB87802
STOCK #: F19253
SALESPERSON: MARIA FERRO
10/10/2023 2:59 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Market Value: ~~40,045.00~~
Rebate: 500.00
Vehicle Price (Net after Rebate): 39,545.00

FINANCE ALTERNATIVES

Cash Down	36 Months	48 Months	60 Months
0	1,120.54	861.41	713.12
Rebate	500.00	500.00	500.00
Estimated APR *	0.90 %	1.90 %	2.90 %

* Your actual rate may vary based on a number of factors as determined by the Finance Provider.

On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: 10.25%Tax

\$ 4,000 Trade Allowance



Date: October 12, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Submitted by: Alexandra Aquino-Fike, President of the Board
Subject: Wellness Program for the Community of Kensington

Recommendation

Discussion and possible appointment regarding a wellness program for the community of Kensington.

Background

The Board President will give a presentation on the reasons for Director Duggan to establish a program as outlined in the attached memo written by President Acquino-Fike. As the General Manager, I support the recommendation of President Acquino-Fike and would state that initially the District can afford up to \$2,500 to assist in Director Duggan getting a survey off the ground for the benefit of the community.

As we pursue an Emergency Preparedness plan and as we continue to have police do welfare checks, a survey that brings information for future use to protect seniors and disabled individuals and live alone people would be beneficial.

I hope each of the Board Members see the value in instituting this program.

Exhibit(s)

- Memo from President Aquino-Fike regarding Special Assignment from KPPCSD President – Wellness Program



Date: October 12, 2023
To: Board of Directors
From: Alexandra Aquino-Fike, Board President
Subject: Special Assignment from KPPCSD President – Wellness Program

Kensington has a significant population of older adults and individuals with disabilities who are active in our community as leaders, volunteers, caregivers, and advocates. At the same time, these groups face greater health challenges, and many need support to live independently in their own homes in Kensington and be able to access various resources of our community.

As we experience a growing frequency of climate related impacts and we seek to ensure the safety and a high quality of life for all residents of Kensington, it is a good moment to invest time and some resources in assessing the needs and challenges of these two populations of our community.

As president, I'd like to ask for the board's input on structuring a survey to conduct this analysis and from this survey, developing a set of recommendations to begin to meet these needs. I propose that we assign Cass Duggan to lead the development and execution of this survey. Given Cass's background as a mental health professional, and her prior work with the aging population, she is well qualified to lead this project.

Obviously, she would need support in this, so I'd like to propose allocating some resources (not significant) to this project, if the GM can identify some resources in our budget. I trust that Cass would also make sure to seek the input of relevant safety and health professionals in this assessment.



Date: October 12, 2023
To: Board Of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and Recommendations Regarding the Contra Costa County Hazard Mitigation Plan Development

Recommendation

Discussion of the Contra Costa County Hazard Mitigation Plan development which incorporates KPPCSD and Kensington Fire Protections District (KFPD) individual Hazard Mitigation Plans and allowing the Interim General Manager to work with the General Manager from the KFPD in providing a date, time and place for a Town Hall Meeting.

Background

Director Spath and I have been reviewing FEMA, California Office of Emergency Services, and local county grants. In conjunction with that, it is imperative that KPPCSD have an updated Hazard Mitigation Plan in place for us to even qualify to apply for FEMA grants that become available each year. The hazards and subsequent mitigation factors many of which impact the KPPCSD service area involve wildfires, earthquakes, floods, drought, , severe weather and landslides.

In the past, the District has joined many other local governmental entities in Contra Costa County in utilizing the service that the County brings by contracting with a vendor that writes a Hazard Mitigation Plan not just for the county but for entities like KPPCSD. I have attached an excerpt of the last plan that was developed.

A webinar that Director Spath and I listened to outlined a very aggressive schedule in developing an updated Hazard Mitigation Plan. It is of utmost importance for both KPPCSD and KFPD to participate in this plan. Participation includes obtaining community feedback, attendance at some in person meetings put on by the vendor and the county in early November and finally having each respective board of directors approve their plans via resolution. The goal is to have all this accomplished by late spring and early summer of 2024 so that KPPCSD and KFPD would be eligible for FEMA grants that come up in the 2024 cycle.

I am recommending, in consultation with the General Manager of the KFPD that a Town Hall Meeting is held in which both General Managers preside over such a meeting to gain input from the community in identifying the various hazards that pose the greatest risk to the community and methods of mitigation in addressing those hazards. This will accomplish several things, first it will allow community input as to what individuals in the community see as hazards, and second it will satisfy a requirement of the plan development that involves community input.

Exhibits

- Hazardous Mitigation Plan Resources for KFPD & KPPCSD

28. KENSINGTON FIRE PROTECTION DISTRICT

28.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Michael Bond, Battalion Chief
10900 San Pablo Ave.
El Cerrito CA 94530
Telephone: 510-215-4450
e-mail Address: mbond@ci.el-cerrito.ca.us

Alternate Point of Contact

Lance Maples, Fire Chief
10900 San Pablo Ave.
El Cerrito CA 94530
Telephone: 510-215-4450
e-mail Address: lmaples@ci.el-cerrito.ca.us

28.2 JURISDICTION PROFILE

28.2.1 Overview

Kensington Fire Protection District is a relatively small fire district that serves the small unincorporated community of Kensington, which is located in Western Contra Costa County. The community is neighbored by the City of El Cerrito on the west and north, the City of Berkeley on the south, and East Bay Regional Parks open area on the east.

The Kensington Fire Protection District serves approximately 1.1 square miles with about 2,300 homes and businesses. The population of Kensington is approximately 5,250 people and has an assessed value of over \$1,650,000,000. The community of Kensington is almost entirely built out and has a very low growth rate. The community is largely an elder population with fixed incomes. However, lately resale or inheritance of existing home stocks have been trending towards a younger population. With this growth trend we expect the population to remain consistent with today's demographics.

The unincorporated town of Kensington began a volunteer fire department in 1928. Twenty-four years later, the Kensington Fire Protection District (formed in 1937) hired a staff of professional firefighters under the supervision of a fire chief. In 1995, the District entered into a contract with the City of El Cerrito whereby El Cerrito would provide all fire prevention, fire suppression and emergency services within Kensington for an annual fee. Currently, the Kensington Fire Protection District has one employee who serves as the District's Administrator.

The early fire department was housed in a small, quaint English country-style building next to the Chevron Oil gas station on the Arlington. The current public safety building, owned by the District, was constructed in 1970 and substantially renovated in 1998-1999. In addition to seismic upgrading of the Public Safety Building, the Board of Directors works to enhance public safety. As a result, the District owns two fire engines. These fire engines are specifically engineered for the steep, narrow streets of Kensington and the urban interface fire situation that the community faces. One of these fire engines is a Type I engine for structural firefighting and the other engine is a Type III or wildland fire engine for use during high fire season.

The district initiated paramedic service in 2001. It offers the first engine-based Advanced Life Support service in West Contra Costa County, bringing medications and equipment to a patient’s side in under five minutes on average. In addition to our paramedic service, we are able to provide a timely and appropriate level of response by active participation with other West Contra Costa County fire agencies in automatic response agreements that use the combined resources of all agencies to serve the area irrespective of jurisdictional lines.

To help ensure our community’s safety, the District developed and operates a Community Emergency Response Team (CERT) training program. This program has been offered to the community since 1995 and has trained several hundred community members to be prepared and self-sustaining for several days after a major disaster. The District is governed by a five-person Board of Directors elected by the voters of Kensington and is funded by property tax revenues as well as a special tax approved by the voters in 1980.

The Kensington Fire Protection District assumes responsibility for the adoption of this plan: the Kensington Fire Protection District will oversee its implementation.

The District participates in the Public Protection Class Rating System and currently has a rating of 3.

28.2.2 Assets

Table 28-1 summarizes the critical assets of the district and their value.

Asset	Value
Property	
.5 acres of land	\$500,00.00
Critical Infrastructure and Equipment	
Type 1 Fire Engine	\$650,000.00
Type 3 Fire Engine	\$450,000.00
Emergency Generator	\$200,000.00
Total:	\$1,000,000.00
Critical Facilities	
Fire Station	\$6,000,000.00
Total:	\$6,000,000.00

28.3 CAPABILITY ASSESSMENT

28.3.1 Planning and Regulatory Capabilities

Jurisdictions develop plans and programs and implement rules and regulations to protect and serve residents. When effectively prepared and administered, these plans, programs and regulations can support the implementation of mitigation actions. The following existing codes, ordinances, policies, programs or plans are applicable to this hazard mitigation plan:

- **California Department of Public Health**—The Community of Kensington Fire protection District (KFPD) is under the direction of the Contra Costa County Health Department and has function in that manner.
- **California and US Environmental Protection Agencies**—The KFPD follows all CEQA & NEQA guidelines.
- **California Code of Regulations**—KFPD subscribes to the 2017 CCR
- **Federal Endangered Species Act**

- **California Environmental Quality Act (CEQA)**—KFPD uses current and published CEQA guidelines
- **Contra Costa County, Community Wildfire Protection Plan (CWPP)**—The KFPD developed and adopted their own CWPP in 2017
- **California Building Codes**—The Kensington Fire Protection District currently is subject to the California Building Codes and falls within the Very High Fire Severity Zone and all new building is subject to the California Wildland Urban Interface Codes.
- **Vegetation Management Standards**—The District has adopted “Vegetation Management Standards” that all property owners must comply with.

28.3.2 Fiscal, Administrative and Technical Capabilities

Fiscal capability is an indicator of a jurisdiction’s ability to fulfill the financial needs associated with hazard mitigation projects. An assessment of fiscal capabilities is presented in Table 28-2. Administrative and technical capabilities represent a jurisdiction’s staffing resources for carrying out the mitigation strategy. An assessment of administrative and technical capabilities is presented in Table 28-3.

Table 28-2. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	No
Federal Grant Programs	Yes
Other	No

Table 28-3. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	By Contract
Engineers or professionals trained in building or infrastructure construction practices	Yes	By Contract
Planners or engineers with an understanding of natural hazards	Yes	By Contract
Staff with training in benefit/cost analysis	Yes	By Contract
Surveyors	Yes	By Contract
Personnel skilled or trained in GIS applications	Yes	By Contract
Scientist familiar with natural hazards in local area	Yes	By Contract
Emergency manager	Yes	Fire Chief
Grant writers	Yes	By Contract
Other	No	None

28.3.3 Education and Outreach Capabilities

Outreach and education capability identifies the connection between government and community members, which opens a dialogue needed for a more resilient community. An assessment of education and outreach capabilities is presented in Table 28-4.

Table 28-4. Education and Outreach

Criterion	Response
Do you have a Public Information Officer or Communications Office?	Yes
Do you have personnel skilled or trained in website development?	No
Do you have hazard mitigation information available on your website? • If yes, please briefly describe	Yes CWPP, CERT, LHMP
Do you utilize social media for hazard mitigation education and outreach? • If yes, please briefly describe	Yes Nextdoor
Do you have any citizen boards or commissions that address issues related to hazard mitigation? • If yes, please briefly specify	Yes The Kensington Emergency Preparedness Group
Do you have any other programs already in place that could be used to communicate hazard-related information? • If yes, please briefly describe	Yes CWS, TENS, CERT, KARO/ECHO Amateur Radio Group and District website
Do you have any established warning systems for hazard events? • If yes, please briefly describe	Yes CWS, TENS

28.3.4 Adaptive Capacity for Climate Change

Given the uncertainties associated with how hazard risk may change with a changing climate, a jurisdiction’s ability to track such changes and adapt as needed is an important component of the mitigation strategy. Table 28-5 summarizes the District’s adaptive capacity for climate change.

28.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital facilities planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaboratively planning for hazard mitigation.

28.4.1 Existing Integration

In the performance period since adoption of the previous hazard mitigation plan, the Kensington Fire Protection District made progress on integrating hazard mitigation goals, objectives and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- **Community Wildfire Protection Plan (CWPP)**—The CWPP includes information on risk and potential mitigation strategies to the wildfire hazard. Information has been incorporated from this plan into the hazard mitigation plan as appropriate, and vice versa.

Resources listed in Section 28.10 were used to provide information on hazard events and local capabilities within the jurisdiction.

Table 28-5. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating ^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comments/Additional Information: Limited to non-scientific staff with an interest in Climate Change</i>	Medium
Jurisdiction-level monitoring of climate change impacts <i>Comments/Additional Information: Limited to non-scientific staff with an interest in Climate Change</i>	Low
Technical resources to assess proposed strategies for feasibility and externalities <i>Comments/Additional Information: Limited to non-scientific staff with an interest in Climate Change</i>	Low
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comments/Additional Information: Small district with no regulatory control over greenhouse gasses</i>	Low
Capital planning and land use decisions informed by potential climate impacts <i>Comments/Additional Information: Small district with no regulatory control over development</i>	Low
Participation in regional groups addressing climate risks <i>Comments/Additional Information: None provided</i>	Low
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comments/Additional Information: District has no authority to regulate influences in climate change</i>	Low
Identified strategies for greenhouse gas mitigation efforts <i>Comments/Additional Information: No regulatory jurisdiction of such influences</i>	Low
Identified strategies for adaptation to impacts <i>Comments/Additional Information: New equipment bought with concern with pollution</i>	Medium
Champions for climate action in local government departments <i>Comments/Additional Information: Board members prescribe to and support climate change initiatives</i>	Medium
Political support for implementing climate change adaptation strategies <i>Comments/Additional Information: Board members support climate change initiatives in local government</i>	Medium
Financial resources devoted to climate change adaptation <i>Comments/Additional Information: In new apparatus and facilities upgrades or purchases</i>	Low
Local authority over sectors likely to be negative impacted <i>Comments/Additional Information: None The district reduces negative impacts of wildfire by enforcing vegetation management standards</i>	Low
Public Capacity	
Local residents knowledge of and understanding of climate risk <i>Comments/Additional Information: The community is extremely environmentally aware and conscious of climate change</i>	High
Local residents support of adaptation efforts <i>Comments/Additional Information: The community strongly supports all climate change efforts</i>	High
Local residents' capacity to adapt to climate impacts <i>Comments/Additional Information: The community is an older population with many residents living on fixed incomes</i>	Medium
Local economy current capacity to adapt to climate impacts <i>Comments/Additional Information: The community is an older population with many residents living on fixed incomes</i>	Medium
Local ecosystems capacity to adapt to climate impacts <i>Comments/Additional Information: The local ecosystem is very adaptive in the short term</i>	Medium

- a. High = The capacity exists and is in use; Medium = The capacity may exist, but is not used or could use some improvement; Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

28.4.2 Opportunities for Future Integration

As this hazard mitigation plan is implemented, the Kensington Fire Protection District will use information from the plan as the best available science and data on natural hazards. The capability assessment presented in this annex identifies codes, plans and programs that provide opportunities for integration. The area-wide and local action plans developed for this hazard mitigation plan include actions related to plan integration, and progress on these actions will be reported through the progress reporting process described in Volume 1. New opportunities for integration also will be identified as part of the annual progress report. The capability assessment identified the following plans and programs that do not currently integrate goals or recommendations of the hazard mitigation plan but provide opportunities to do so in the future:

- **Emergency Operations Plan**—At the time of its next update, information from the hazard mitigation plan will be incorporated as appropriate.
- **Local amendments to the CFC**—Information from the risk assessment will be used to inform local amendments to the CFC, as appropriate.

28.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 28-6 lists past occurrences of natural hazards for which specific damage was recorded in the Kensington Fire Protection District. Other hazard events that broadly affected the entire planning area, including the Kensington Fire Protection District, are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 28-6. Natural Hazard Events

Type of Event	FEMA Disaster # (if applicable)	Date	Damage Assessment
Severe Weather, Winter Storm	FEMA-1203-DR	2/9/1998	No estimates available
Earthquake	FEMA-845	10/17/1989	No estimates available

28.6 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. Noted vulnerabilities within the district include the following:

- The district is bisected by the Hayward Fault and has been classified as a High Risk Seismic Zone (formerly Seismic Zone 4)
- 100 percent of the KFPD is within the Very High Fire Hazard Severity Zone.

28.7 HAZARD RISK RANKING

Table 28-7 presents a local ranking for the Kensington Fire Protection District of all hazards of concern for which Volume 1 of this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy.

28.8 STATUS OF PREVIOUS PLAN ACTIONS

Table 28-8 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 28-7. Hazard Risk Ranking

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Earthquake	54	High
1	Wildfire	54	High
1	Landslide	54	High
1	Severe weather	54	High
2	Dam and levee failure	0	None
2	Flood	0	None
2	Drought	0	None
2	Sea level rise	0	None
2	Tsunami	0	None

Table 28-8. Status of Previous Plan Actions

Action Item	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Enter Action #
KFPD 01—Continue to support the implementation, monitoring, maintenance, and updating of this Plan, as defined in the 2011 Hazard Mitigation Plan. <i>Comment: Continual and ongoing</i>	X		X	KFPD-2
KFPD 02—Integrate Local Hazard Mitigation Plan into the Safety Element of the General Plan <i>Comment: When the safety element of the General Plan is updated the HMP will be incorporated. The County is the lead agency for this action and it is not within the jurisdiction of KFD.</i>		X		
KFPD 03—Upgrade the Emergency Operations Center's (EOC) internal communication system and maintain it in a fully functional state <i>Comment: The Kensington Public Safety Building is the districts EOC</i>	X		X	KFPD-3
KFPD 04—Develop and conduct multi hazard seasonal public awareness program to include exercises <i>Comment: Need to be completed annually</i>	X		X	KFPD-4
KFPD 05—Conduct a mass care and shelter Drill which involve; district, city, county, CERTs and NGOs <i>Comment: Need to be completed annually</i>	X		X	KFPD-5
KFPD 06—Enhance/Improve District Code language and enforcement including: District Fire Codes to Increase Compliance with SB 1369 Defensible Space and Other Fire Safe Requirements within the City. <i>Comment: Revised during code cycles</i>	X		X	KFPD-6
KFPD 07—Improve, expand and develop new programs that increase awareness of and reduce risk to wildfires including: Support Diablo Fire Safe Council & Fire Dept. Chipper Program <i>Comment: Ongoing</i>	X		X	KFPD-7
KFPD 08—Ensure that government-owned facilities are subject to the same or more stringent regulations as imposed on privately-owned development <i>Comment: The Fire Station needs to be replaced</i>	X		X	KFPD-8
KFPD 09—Prior to acquisition of property to be used as a critical facility, conduct a study to ensure the absence of significant hazards <i>Comment: When property is bought or acquired it is done</i>	X		X	KFPD-9

Action Item	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Enter Action #
<p>KFPD 10—Establish a framework and process for pre-event planning for post-event recovery that specifies roles, priorities, and responsibilities for various departments within local government organization, and that outlines a structure and process for policy-making involving elected and appointed advisory committees</p> <p><i>Comment: In the Emergency Operations Plan (EOP)</i></p>	X		X	KFPD-10
<p>KFPD 11—Establish a goal for the resumption of local government services that may vary from function to function</p> <p><i>Comment: In the Emergency Operations Plan (EOP)</i></p>	X		X	KFPD-11
<p>KFPD 12—Maintain and update as necessary the local government's Standardized Emergency Management System Plan</p> <p><i>Comment: All new employees are trained</i></p>	X		X	KFPD-12
<p>KFPD 13—Purchase command vehicles for use as mobile command/EOC vehicles if current vehicles are unsuitable or inadequate</p> <p><i>Comment: Equipment must be replaced after it reaches the end of its service Life</i></p>	X		X	KFPD-13
<p>KFPD 14—Continue to participate not only in general mutual-aid agreements, but also in agreements with adjoining jurisdictions for cooperative response to all hazards and disasters</p> <p><i>Comment: Mutual aid has expanded to the City of Berkeley</i></p>	X		X	KFPD-14
<p>KFPD 15—Develop a business continuity plan that includes backup storage of vital records, such as essential medical records and financial information</p> <p><i>Comment: Ongoing as demand increase and equipment wears out</i></p>	X		X	KFPD-15
<p>KFPD 16—Increase efforts to reduce hazards in existing development in Very High Fire Hazard Fire Severity Zones (VHFHSZ) through improving engineering design and vegetation management standards for mitigation, appropriate code enforcement and public education on defensible space mitigation strategies.</p> <p><i>Comment: Annual inspections of all properties for fire hazards</i></p>	X		X	KFPD-16
<p>KFPD 17—Require new homes in Wildland-Urban-Interface and VHFHSZ threatened communities to be constructed of fire resistant building materials to increase structural survivability and reduce ignitability</p> <p><i>Comment: All new homes in the district are required to be built in accordance With the CBC chapter 7a</i></p>	X		X	KFPD-17
<p>KFPD 18—Ensure new development provides required improvements to the storm drainage system necessary to accommodate increased flows from the development</p> <p><i>Comment: This action is routinely conducted by CCC PW</i></p>	X			
<p>KFPD 19—Support County-wide initiatives identified in the 2011 Hazard Mitigation Plan.</p> <p><i>Comment: KFPD supported the County-wide initiatives identified in the 2011 plan and will continue to support those in the updated plan.</i></p>	X			
<p>KFPD 20- Retrofit or replace the existing fire station</p> <p><i>Comment: The existing fire police station is not built to current standards.</i></p>			X	KFPD-18

28.9 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 28-9 lists the actions that make up the Kensington Fire Protection District hazard mitigation action plan. Table 28-10 identifies the priority for each action. Table 28-11 summarizes the mitigation actions by hazard of concern and mitigation type.

28.10 REVIEW AND INCORPORATION OF RESOURCES FOR THIS ANNEX

The following technical reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

- **Community Wildfire Protection Plan**—The Community Wildfire Plan was used to evaluate wildfire risks and develop mitigation plans
- **Kensington Emergency Operations Plan**—The Emergency Operations Plan was used identify emergency response and recovery needs
- **Hazard Mitigation Plan Annex Development Tool-kit**—The tool-kit was used to support the development of this annex including past hazard events, noted vulnerabilities, risk ranking and action development.

Table 28-9. Hazard Mitigation Action Plan Matrix

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Responsible Agency ^a	Estimated Cost	Sources of Funding	Timeline
KFPD-1 —Where appropriate, support retrofitting or relocation of structures in high hazard areas, prioritizing structures that have experienced repetitive losses.						
Existing	All Hazards	1, 4, 7, 9, 12, 14, 15, 17	KFPD	High	HMGP, PDM, FMA	Short-term
KFPD-2 —Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.						
New and Existing	All Hazards	3, 8, 16	KFPD	Low	Staff Time, General Funds	Short-term
KFPD-3 —Upgrade the Emergency Operations Center's (EOC) internal communication system and maintain it in a fully functional state						
Existing	All Hazards	1, 2	KFPD	Medium	Staff time General Funds HMGP, PDM, EMPG	Long-term
KFPD-4 —Develop and conduct multi hazard seasonal public awareness program to include exercises						
N/A	All Hazards	3, 16	KFPD	Low	Staff Time General Funds	Ongoing
KFPD-5 —Conduct a mass care and shelter Drill which involve; district, city, county, CERTs and NGOs						
N/A	All Hazards	3, 16	KFPD	Low	Staff Time General Funds	Ongoing
KFPD-6 —Enhance/Improve District Code language and enforcement including: District Fire Codes to Increase Compliance with SB 1369 Defensible Space and Other Fire Safe Requirements within the District						
New and Existing	Wildfire	5, 6	KFPD	Low	Staff Time General Funds	Ongoing
KFPD-7 —Improve, expand and develop new programs that increase awareness of and reduce risk to wildfires including: Support Diablo Fire Safe Council & Fire Dept. Chipper Program						
N/A	Wildfire	2, 17	KFPD	Medium	Staff Time General Funds HMGP, PDM	Ongoing

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Responsible Agency ^a	Estimated Cost	Sources of Funding	Timeline
KFPD-8 —Ensure that government-owned facilities are subject to the same or more stringent regulations as imposed on privately-owned development						
New and Existing	All Hazards	1, 2, 6	KFPD	High	Staff Time General Funds	Ongoing
KFPD-9 —Prior to acquisition of property to be used as a critical facility, conduct a study to ensure the absence of significant hazards						
New	All Hazards	1, 2, 6	KFPD	High	Staff Time General Funds HMGP, PDM, FMA	Ongoing
KFPD-10 —Establish a framework and process for pre-event planning for post-event recovery that specifies roles, priorities, and responsibilities for various departments within local government organization, and that outlines a structure and process for policy-making involving elected and appointed advisory committees						
N/A	All hazards	2, 3	KFPD	Low	Staff Time General Fund	Ongoing
KFPD-11 —Establish a goal for the resumption of local government services that may vary from function to function						
Existing	All Hazards	2, 3	KFPD	Low	Staff Time General Fund	Ongoing
KFPD-12 —Maintain and update as necessary the local government's Standardized Emergency Management System Plan						
Existing	All Hazards	2, 3	KFPD	Low	Staff time General Funds	Ongoing
KFPD-13 —Purchase command vehicles for use as mobile command/EOC vehicles if current vehicles are unsuitable or inadequate						
New	All Hazards	1, 2	KFPD	High	Staff Time General Funds, EMPG	Ongoing
KFPD-14 —Continue to participate not only in general mutual-aid agreements, but also in agreements with adjoining jurisdictions for cooperative response to all hazards and disasters						
N/A	All Hazards	2, 16	KFPD	Low	Staff Time General Fund	Ongoing
KFPD-15 —Develop a business continuity plan that includes backup storage of vital records, such as essential medical records and financial information						
Existing	All Hazards	1, 2	KFPD	Medium	Staff Time General Fund HMGP	Ongoing
KFPD-16 —Increase efforts to reduce hazards in existing development in Very High Fire Hazard Fire Severity Zones (VHFHSZ) through improving engineering design and vegetation management standards for mitigation, appropriate code enforcement and public education on defensible space mitigation strategies.						
New and Existing	Wildfire	3, 5	KFPD	Medium	Staff Time General Fund	Ongoing
KFPD-17 —Require new homes in Wildland-Urban-Interface and VHFHSZ threatened communities to be constructed of fire resistant building materials to increase structural survivability and reduce ignitability						
New	Wildfire	3, 5	KFPD	Low	Staff Time General fund	Ongoing
KFPD-18 —Retrofit or replace the existing fire station						
Existing	All Hazards	1, 2, 15	KFPD	High	Staff Time General Fund HMGP, PDM, FMA	Short-term
KFPD-19 —Upgrade, replace or add new fire main into VHFHSZ						
New and Existing	Wildfire, Earthquake	1, 2, 15	KFPD	High	Staff Time General Fund HMPG, PDM	Ongoing

a. Where multiple responsible agencies are listed, an asterisk (*) identifies the lead agency.

Table 28-10. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
KFPD-1	8	High	High	Yes	Yes	No	Medium	High
KFPD-2	3	Low	Low	Yes	No	Yes	High	Low
KFPD-3	2	High	High	Yes	Yes	No	Medium	High
KFPD-4	2	High	Low	Yes	No	Yes	High	Low
KFPD-5	2	Low	Low	Yes	No	Yes	High	Low
KFPD-6	2	Medium	Low	Yes	No	Yes	High	Low
KFPD-7	2	Low	Low	Yes	Yes	No	Medium	Medium
KFPD-8	3	Medium	Low	Yes	No	No	Medium	Low
KFPD-9	3	Medium	High	No	Yes	No	Medium	High
KFPD-10	2	High	Low	Yes	No	Yes	High	Low
KFPD-11	2	High	Low	Yes	No	Yes	High	Low
KFPD-12	2	Low	Low	Yes	No	Yes	High	Low
KFPD-13	2	Low	High	No	Yes	No	Medium	Medium
KFPD-14	2	High	Low	Yes	No	Yes	High	Low
KFPD-15	2	Medium	Low	Yes	Yes	Yes	High	Medium
KFPD-16	2	High	Low	Yes	No	Yes	High	Low
KFPD-17	2	High	Low	Yes	No	Yes	High	Low
KFPD-18	3	High	High	Yes	Yes	No	Medium	High
KFPD-19	3	High	High	Yes	Yes	No	Medium	Medium

a. See the introduction to this volume for explanation of priorities.

Table 28-11. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
All hazards	1, 2, 7, 9, 11, 12, 13	13	1, 2, 4, 5, 11, 12, 13, 14, 15	13, 14	1, 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15	15	1, 15	2, 4, 5
Dam and Levee Failure								
Drought		1, 15		1, 2, 13				
Earthquake	4	1, 2, 4, 11, 12, 14, 15	5	1, 2, 3, 4, 13		2		
Flood	4	1, 2, 4, 12, 14, 15		1, 2, 3, 4, 12, 13		1, 2		
Landslide	4, 5	1, 2, 4, 5, 12, 14, 15	3	1, 2, 3, 12, 13	5	1, 2		
Severe weather		1, 2, 3, 4, 5, 12, 14	3	1, 2, 3, 4, 12	3	1, 2		
Tsunami								
Wildfire	3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 19	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19	5, 6, 7, 10, 16, 17,	1, 2, 5, 4, 6, 7, 10, 12, 16, 17, 18, 19	5, 6, 7, 16, 17, 18, 19	1, 2, 6, 7, 8, 9, 16, 17, 18, 19	16, 17, 18, 19	

a. See the introduction to this volume for explanation of mitigation types.

29. KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

29.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Tony Constantouros, District General Manager
217 Arlington Ave
Kensington, CA 94707
Telephone: 510-526-4141
e-mail Address:
tconstantouros@kensingtoncalifornia.org

Alternate Point of Contact

Ricky Hull, Chief of Police
217 Arlington Ave
Kensington, CA 94707
Telephone: 510-526-4141
e-mail Address:
rhull@kensingtoncalifornia.org

29.2 JURISDICTION PROFILE

29.2.1 Overview

The Kensington Police Protection and Community Services District (KPPCSD) provides police protection, waste collection, and park services to the unincorporated community of Kensington. KPPCSD was formed in 1946 as the Kensington Police District under the Health and Safety Code. The District expanded its services to include park and recreation services in 1955. In 1981, voters approved adding trash collection and disposal. In 1993, voters approved changing the name of the District to Kensington Police Protection and Community Services District.

The District currently serves a population of approximately 5,000, covering a land area of approximately one square mile in west Contra Costa County, bordered by the cities of Berkeley, Albany, El Cerrito, and Tilden Park. It employs three administrative and ten law enforcement personnel. District operations are funded primarily by property taxes with some additional funds from refuse collection, and fees for services. The population and thus District revenues and services are stable from year to year with periodic cost of living adjustments. The District will continue to provide law enforcement protection to the community as well as provide park and recreational services and solid waste collection. The District is governed by five unpaid board members elected into office by the community to serve staggered four year terms.

The KPPCSD assumes responsibility for the adoption of this plan and the District General Manager will oversee its implementation.

29.2.2 Assets

Table 29-1 summarizes the critical assets of the district and their value.

Table 29-1. Special Purpose District Assets

Asset	Value
Property	
10-acres (park)	\$2,808,347
Critical Infrastructure and Equipment	
Police cars	\$238,212
Equipment	\$88,599
DUI Trailer	\$10,000
Amateur Radio Equipment	\$2,500
Office Equipment	\$148,475
Total:	\$487,786
Critical Facilities	
The Community Center- This building is also designated as an evacuation shelter	\$550,000
Building E-Currently leased to the Kensington Community Council for recreational programs	\$450,000
Improvements	\$618,818
Total:	\$1,618,818

29.3 CAPABILITY ASSESSMENT

29.3.1 Planning and Regulatory Capabilities

Jurisdictions develop plans and programs and implement rules and regulations to protect and serve residents. When effectively prepared and administered, these plans, programs and regulations can support the implementation of mitigation actions. The following existing codes, ordinances, policies, programs or plans are applicable to this hazard mitigation plan:

- California Department of Public Health
- California and US Environmental Protection Agencies
- California Code of Regulations
- Federal Endangered Species Act
- California Environmental Quality Act (CEQA)
- Contra Costa County Operational Area Hazard Mitigation Plan
- City of El Cerrito Emergency Operations Plan—Kensington Annex dated February 2007
- Kensington Community Center Remodel Proposal by Glass Associates, Inc., dated August 2016

29.3.2 Fiscal, Administrative and Technical Capabilities

Fiscal capability is an indicator of a jurisdiction’s ability to fulfill the financial needs associated with hazard mitigation projects. An assessment of fiscal capabilities is presented in Table 29-2. Administrative and technical capabilities represent a jurisdiction’s staffing resources for carrying out the mitigation strategy. An assessment of administrative and technical capabilities is presented in Table 29-3.

29.3.3 Education and Outreach Capabilities

Outreach and education capability identifies the connection between government and community members, which opens a dialogue needed for a more resilient community. An assessment of education and outreach capabilities is presented in Table 29-4.

Table 29-2. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	No
Incur Debt through Private Activity Bonds	No
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	No
Federal Grant Programs	Yes
Other	No

Table 29-3. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	No	
Engineers or professionals trained in building or infrastructure construction practices	No	
Planners or engineers with an understanding of natural hazards	No	
Staff with training in benefit/cost analysis	No	
Surveyors	No	
Personnel skilled or trained in GIS applications	No	
Scientist familiar with natural hazards in local area	No	
Emergency manager	Yes	District General Manager
Grant writers	No	
Other	No	

Table 29-4. Education and Outreach

Criterion	Response
Do you have a Public Information Officer or Communications Office?	No
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website? • If yes, please briefly describe	No N/A
Do you utilize social media for hazard mitigation education and outreach? • If yes, please briefly describe	No N/A
Do you have any citizen boards or commissions that address issues related to hazard mitigation? • If yes, please briefly specify	Yes Kensington Public Safety Council
Do you have any other programs already in place that could be used to communicate hazard-related information? • If yes, please briefly describe	Yes District website & mailing list, PD mailing list, KARO/ECHO Amateur Radio Group
Do you have any established warning systems for hazard events? • If yes, please briefly describe	Yes County Community Warning System

29.3.4 Adaptive Capacity for Climate Change

Given the uncertainties associated with how hazard risk may change with a changing climate, a jurisdiction’s ability to track such changes and adapt as needed is an important component of the mitigation strategy. Table 29-5 summarizes the District’s adaptive capacity for climate change.

Table 29-5. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating ^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comments/Additional Information: None provided</i>	Medium
Jurisdiction-level monitoring of climate change impacts <i>Comments/Additional Information: None provided</i>	Low
Technical resources to assess proposed strategies for feasibility and externalities <i>Comments/Additional Information: None provided</i>	Low
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comments/Additional Information: None provided</i>	Low
Capital planning and land use decisions informed by potential climate impacts <i>Comments/Additional Information: None provided</i>	Low
Participation in regional groups addressing climate risks <i>Comments/Additional Information: None provided</i>	Low
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comments/Additional Information: None provided</i>	Medium
Identified strategies for greenhouse gas mitigation efforts <i>Comments/Additional Information: County Community Power participation in utilization of solar power available on grid</i>	Low
Identified strategies for adaptation to impacts <i>Comments/Additional Information: None provided</i>	Low
Champions for climate action in local government departments <i>Comments/Additional Information: None provided</i>	Medium
Political support for implementing climate change adaptation strategies <i>Comments/Additional Information: None provided</i>	Low
Financial resources devoted to climate change adaptation <i>Comments/Additional Information: None provided</i>	Low
Local authority over sectors likely to be negative impacted <i>Comments/Additional Information: None provided</i>	Low
Public Capacity	
Local residents knowledge of and understanding of climate risk <i>Comments/Additional Information: None provided</i>	Medium
Local residents support of adaptation efforts <i>Comments/Additional Information: The District and County are getting started on these efforts.</i>	Medium
Local residents’ capacity to adapt to climate impacts <i>Comments/Additional Information: None provided</i>	Medium
Local economy current capacity to adapt to climate impacts <i>Comments/Additional Information: None provided</i>	Low
Local ecosystems capacity to adapt to climate impacts <i>Comments/Additional Information: None provided</i>	Low

a. High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement; Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

29.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital facilities planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaboratively planning for hazard mitigation.

29.4.1 Existing Integration

In the performance period since adoption of the previous hazard mitigation plan, the Kensington Police Protection and Community Services District made progress on integrating hazard mitigation goals, objectives and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- **Park Grounds Fuel Reduction**—This ongoing effort has been working to reduce the wildfire fuel load in the District parkland. A combination of volunteer workers, grant funded professionals, and commercial resources contributors have worked over the last several years to remove flammable or otherwise unwanted vegetation, trimmed up trees to reduce “ladder effects”. The group has used grants from Diablo Fire Safe Council to remove dying and dangerous trees.
- **Kensington Public Safety Council**—The group presents talks on how to prepare for earthquakes and other hazards likely to occur in this area. These cover both human and pet preparedness. There is a Wildfire talk every spring prior to the fire season.

Resources listed in Section 29.11 were used to provide information on hazard events and local capabilities within the jurisdiction.

29.4.2 Opportunities for Future Integration

As this hazard mitigation plan is implemented, the Kensington Police Protection and Community Services District will use information from the plan as the best available science and data on natural hazards. The capability assessment presented in this annex identifies codes, plans and programs that provide opportunities for integration. The area-wide and local action plans developed for this hazard mitigation plan include actions related to plan integration, and progress on these actions will be reported through the progress reporting process described in Volume 1. New opportunities for integration also will be identified as part of the annual progress report.

- **District Emergency Operations Plan**—At this time a revision of the District Emergency Operations Plan is planned for March 2018. It will reference this LHMP and use Risk Information developed in this document.

29.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 29-6 lists past occurrences of natural hazards for which specific damage was recorded in the Kensington Police Protection and Community Services District. Other hazard events that broadly affected the entire planning area, including the Kensington Police Protection and Community Services District, are listed in the risk assessments in Volume 1 of this hazard mitigation plan. Kensington hasn’t had any hazard events since 2007. However, given its proximity to the Hayward Fault and the fire-fuel-loaded East Bay Regional Park, Kensington is at significant risk of natural hazard events: earthquakes and fires. Figure 25-1 approximates the boundaries of Kensington in green. It shows fire risk in pale red and the Hayward Fault area in gray.

Table 29-6. Natural Hazard Events

Type of Event	FEMA Disaster # (if applicable)	Date	Damage Assessment
Earthquake	NA	10/30/2007	No estimates available
Wildfire	NA	10/20/1991	No damage in Kensington/Fire stopped at Berkeley border
Earthquake	FEMA-845	10/17/1989	\$1,000,000

Source: myplan.caloes.ca.gov/

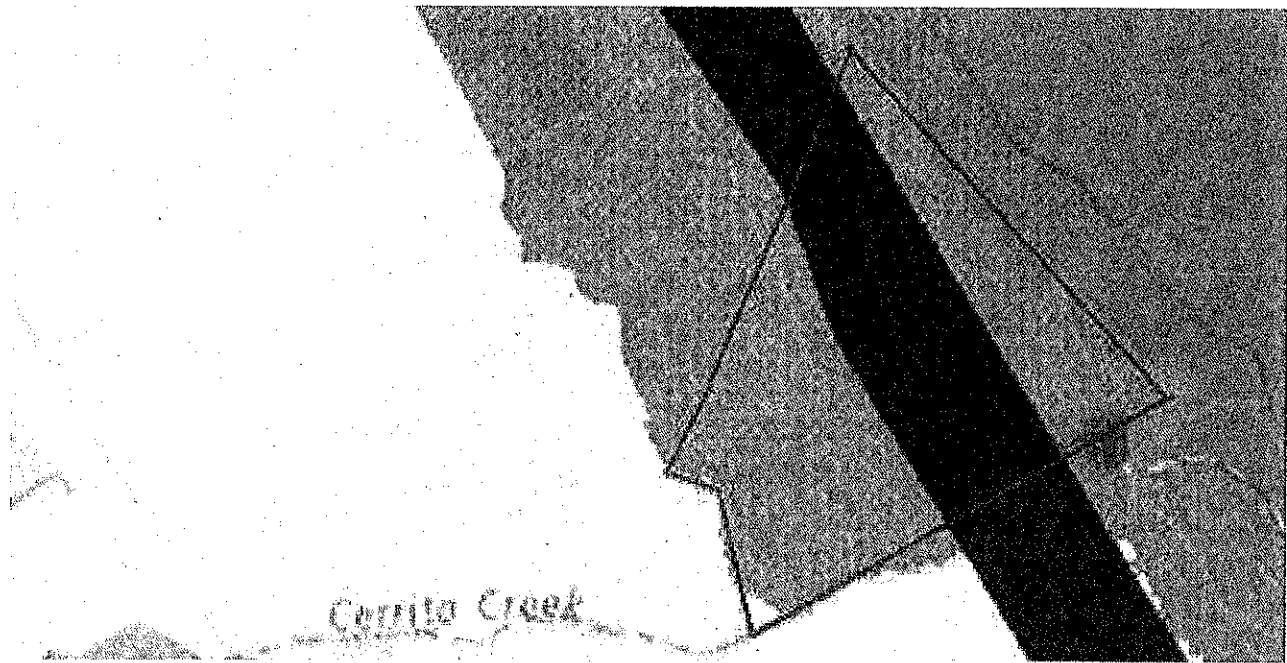


Figure 29-1. Approximate Boundaries of Kensington with Fire and Earthquake Risk Areas

29.6 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. Noted vulnerabilities within the district include the following:

- The KPPCSD administration office, police department, and fire department are on the Hayward Fault.
- 50 homes and an elementary school are located on the Wildland Urban Interface of Kensington and Tilden Park
- Most of Kensington is in a danger zone for Wildfire, Earthquake Shaking, Soil Liquefaction, or combinations of these events.
- Kensington has several neighborhoods on dead-end roads that have no alternative exit routes if the connecting end of the road is impassable.

29.7 HAZARD RISK RANKING

Table 29-7 presents a local ranking for the Kensington Police Protection and Community Services District of all hazards of concern for which Volume 1 of this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy.

Table 29-7. Hazard Risk Ranking

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Earthquake	54	High
1	Wildfire	54	High
1	Landslide	54	High
2	Flood	6	Medium
2	Severe weather	6	Medium
2	Drought	6	Medium
3	Water Storage Tank Failure	3	Low
3	Sea level rise	0	None
3	Tsunami	0	None

29.8 STATUS OF PREVIOUS PLAN ACTIONS

Table 29-8 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 29-8. Status of Previous Plan Actions

Action Item	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Enter Action #
1—Structural Engineers Analysis of Community Center <i>Comment: An Architect has been selected to provide improvements to the Community Center. A structural analysis is included in the contract.</i>			✓	KPPCSD-3
2—Structural Retrofit of Community Center <i>Comment: An Architect has been selected to provide improvements to the Community Center. Seismic upgrades are included in the contract to be signed.</i>			✓	KPPCSD-3
3—Structural Engineers Analysis of Annex Building <i>Comment: The Annex Building cannot be upgraded for a reasonable cost.</i>		✓		
4—Structural Retrofit of Annex Building <i>Comment: The Annex Building cannot be upgraded for a reasonable cost.</i>		✓		
5—Fuel Reduction along EBRPD border <i>Comment: Fuel reduction efforts continue along the southern portion of the EBRPD border. Grant applications are planned to support the creation of a firebreak on the northern portion of this Wildland Urban Interface.</i>			✓	KPPCSD-7
6—Utility undergrounding <i>Comment: The cost of undergrounding of power and communication lines exceeds the benefits gained.</i>		✓		
7—Support County-wide initiatives identified in the 2011 Hazard Mitigation Plan. <i>Comment: The 2011 Initiatives that are relevant to Kensington are still guiding current mitigation efforts as are those updates/revisions that were made as part of the plan update process.</i>	✓			
8—Continue to support the implementation, monitoring, maintenance, and updating of this Plan, as defined in the 2011 Hazard Mitigation Plan. <i>Comment: KPPCSD continues to support the plan maintenance protocol of the Hazard Mitigation Plan.</i>	✓		✓	KPPCSD-2
9—Integrate Local Hazard Mitigation Plan into the Safety Element of the General Plan <i>Comment: The Safety Element of the General Plan was amended in June 2011 to incorporate the LHMP by reference.</i>	✓			

29.9 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 29-9 lists the actions that make up the Kensington Police Protection and Community Services District hazard mitigation action plan. Table 29-10 identifies the priority for each action. Table 29-11 summarizes the mitigation actions by hazard of concern and mitigation type.

Table 29-9. Hazard Mitigation Action Plan Matrix

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Responsible Agency ^a	Estimated Cost	Sources of Funding	Timeline
KPPCSD-1 — Where appropriate (feasible and cost-effective), support retrofitting or relocation of structures in high hazard areas, prioritizing structures that have experienced repetitive losses and/or are impacted by hazards ranked as "high" (earthquake, wildfire, landslide).						
Existing	Earthquake, Wildfire, Landslide, Flood and Severe Weather	11, 15	*KPPCSD & County	High	PDM, HMGP	Short-term
KPPCSD-2 — Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan. Conduct annual Town Hall meetings to involve the public. Publish the plan on the District website.						
New and Existing	All hazards assessed by this plan	16	KPPCSD	Low	Staff Time, General Funds	Ongoing
KPPCSD-3 —Conduct Community Center Earthquake Retrofit to preserve structure usability after an earthquake.						
Existing	Earthquake	1, 2, 6, 7, 15, 18	KPPCSD	Medium	KPPCSD, EBRPD Measure WW, KCC, PDM	Short-term
KPPCSD-4 — Add grey and rain water recovery system to Community Center and Building E.						
Existing	Drought	13, 17, 18	KPPCSD	Low	KPPCSD	Short-term
KPPCSD-5 — Provide public information classes and information on irrigation systems, low-water plantings, defensible space options and other alternatives appropriate for the mitigation of drought and wildfire hazards.						
Existing	Drought, Wildfire	3, 6, 17, 18	KPPCSD	Low	KPPCSD	Ongoing
KPPCSD-6 — Develop a post-disaster action plan, including grant funding and debris removal, that will address all hazards ranked as "high" or "medium," excluding drought (earthquake, wildfire, landslide, flood, severe weather).						
Existing	Earthquake, Wildfire, Landslide, Flood, and Severe Weather	1, 2, 13, 18	*KPPCSD, County	Medium	HMGP	Short-term
KPPCSD-7 — Implement fuel reduction programs in the park and along the EBRPD Wildland Urban Interface. Use completed and ongoing work to illustrate proper Defensible Space techniques and Fire-wise plantings.						
Existing	Wildfire	1, 3, 6, 13, 14, 16, 17, 18	KPPCSD	Low	DFSC, PDM, HMGP	Ongoing
KPPCSD-8 —Create and maintain a log of the impacts of unplanned events that disrupt normal activities.						
Existing	Natural Disasters, Infrastructure issues, Human caused issues	3, 6, 8, 12, 13	KPPCSD	Low	KPPCSD	Ongoing
KPPCSD-9 —Provide Amateur and FR—S radio training along with the purchase of an Amateur radio for each of the six CERT areas plus a spare.						
Existing	All Hazards	2, 4, 13, 18	KPPCSD	Low	PDM, HMGP	Short-term
KPPCSD-10 —Mitigate unplanned water release from EBMUD storage tank at Spruce St. & Grizzly Peak Blvd, also Berkeley Park.						
New	Flood	3, 6,	*EBMUD, KPPCSD	High	PDM, HMGP	Long-term
KPPCSD-11 —Support the Kensington Public Safety Council educational talks for the community on disaster awareness, preparedness, mitigation, response, and recovery.						
Existing	All Hazards	3, 6, 12, 17	KPPCSD	Low	Staff Time	Ongoing

a. Where multiple responsible agencies are listed, an asterisk (*) identifies the lead agency.

Table 29-10. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
KPPCSD-1	8	High	High	Yes	Yes	No	Medium	High
KPPCSD-2	3	Low	Low	Yes	No	Yes	High	Low
KPPCSD-3	6	High	High	Yes	Yes	No	Medium	High
KPPCSD-4	2	High	Low	Yes	Yes	No	Medium	High
KPPCSD-5	4	High	Low	Yes	No	No	Low	Low
KPPCSD-6	4	High	Medium	Yes	Yes	No	Medium	Medium
KPPCSD-7	8	High	High	Yes	Yes	No	Medium	High
KPPCSD-8	5	High	Low	Yes	No	Yes	Medium	Low
KPPCSD-9	4	High	Low	Yes	Yes	No	Medium	Low
KPPCSD-10	2	High	High	Yes	Yes	No	Medium	Medium
KPPCSD-11	4	High	Low	Yes	No	Yes	Low	Low

a. See the introduction to this volume for explanation of priorities.

Table 29-11. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education and Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
All hazards		1, 3	8, 11		9	3		2, 6, 8, 9
Dam and Levee failure		10	11			10		
Drought			5, 11	4, 7			4, 5	5
Earthquake	6	1, 3	11		6			
Flood	6							
Landslide	6		8, 11		6, 9			
Severe weather	6				8, 9			
Tsunami								
Wildfire	6, 7, 11	11	7, 11	7, 11	6, 9			

a. See the introduction to this volume for explanation of mitigation types.

29.10 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

The District needs to develop GIS capability to have access to, and develop an understanding of faults, topography, vegetation density, etc.

29.11 REVIEW AND INCORPORATION OF RESOURCES FOR THIS ANNEX

The following technical reports, plans, and regulatory mechanisms were reviewed for this annex.

- **Hazard Mitigation Plan Annex Development Tool-kit**—The tool-kit was used to support the development of this annex including past hazard events, noted vulnerabilities, risk ranking and action development.
- **District Assets Valuation**—The District Assets Valuation information was developed for insurance purposes. It is the most recent valuation available.
- **Kensington Community Center Upgrade**—The Kensington Community Center Upgrade proposal is in the final stage of development by the Architectural firm chosen for the project. The two principal topics are Seismic Retrofitting and Updates for ADA compliance.
- **KPPCSD Emergency Operations Plan**—The District EOP is an appendix of the El Cerrito plan. It was reviewed for pertinent information to be included in this annex.



Date: October 12, 2023
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approval to perform a Geotechnical Engineering Study in the area along the Arlington South of 61 Arlington Ave.

Recommendation

Consider proposals to perform a Geotechnical Engineering Study in the area along the Arlington South of 61 Arlington Avenue and approve a proposal to move forward with this work.

Background

As we all know, earthquake faults and slide areas are located throughout Kensington. As we look at various options for a police building, it is imperative that a determination be made regarding the stability of any area a building may be placed.

The District owns the property south of the library, and it is very important that a study be done on the stability of that property if any further discussion is going to take place on utilizing that property for future police building or any other development that may take place in that location.

Please find attached two proposals for accomplishing this work.

Exhibits

- California Engineering Company Proposal
- Alan Kropp Proposal



California Engineering Co.

CEICO

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 Http://California-Engineering.com Http://CalEngineering.com
 Email: info@CalEngineering.com Mobile (510)282-5510 / 717-1417, Office (510)525-1494
 Civil, Structural, Geotechnical Foundation and Mechanical Engineering, CE20859, GE464, ME31430

October 03, 2023

Mr. David Aranda
 Interim General Manager
 Kensington Police Protection & Community Services District
 Email: daranda@kppcsd.org

PROPOSAL

Re: Proposal for Soil Report / Geotechnical Engineering Services for
 Kensington Police Building Near 61 Arlington Ave., Kensington, CA

Dear David Aranda

This constitutes our proposal for geotechnical field investigation and Soil Report. Our firm will be able to perform site drilling, sampling, investigation, lab work and soil report delivered within two weeks from the date of signed and emailed proposal to us. The best drilling date is within one week and delivery of Soil Report within two weeks.

- (1) Field investigations including surface visual inspection and preliminary exploratory surface boring & sampling of 2 bore holes. Extraction of samples for soil classification and laboratory work.
- (2) Laboratory testing to access engineering properties of samples.
- (3) Review, compilation and interpretation of available seismic, hydrologic and geologic literature and maps pertinent to the site. Review records & investigation of the site at the City's Building Department.
- (4) Recommendation for drainage, water table and soil properties.
- (5) Recommendation for appropriate foundation types and depths, including supporting capacities for design. Compilation of seismic factors for earthquake design in conformance with CBC 2019/2021
- (6) An engineering analysis for the amount of settlements for the proposed structures.
- (7) Liquefaction Potential
- (8) Seismic analysis and Induced Settlement
- (9) Landslide research and analysis
- (10) Expansive and Corrosive soils
- (11) Development of recommendation for design and construction.
- (12) Preparation of a geotechnical engineering soil report

Our investigation will be conducted in conformance with ASTM (American Standards of Testing Materials) Standards, ASCE (American Society of Civil Engineers) Manuals, and the California Building Codes CBC 2019/2021

Background Data and Preliminary Conclusions

The soil report is for a new building 3000 Sq. Ft. in one or two stories for Kensington Police offices. This is a new development on undeveloped land.

Performance and Fees

Drilling and sampling is time dependent and varies due to unknown depth of hard soil strata at this time. The cost will be between in the ranges indicated and summarized below.

(\$6900 if hard soil is found at the depth of 5', and \$9700 for 10' depth. For depth between 5' and 10' it is calculated arithmetically, and beyond 10' price is fixed for 10' depth.(if we have to drill deeper to reach the hard soil strata / bedrock). (Our method of soil sampling is the SPT standard penetration test, that detects early, hard/dense soil strata per 6" controlled penetration increments, a continuous drilling advancement, making it more economical for the client by minimizing drilling time and earlier detection of hard/dense soil strata leading to lower sampling time cost-saving to Client as shown in the range of costs. This SPT is the most effective and wider used by State Registered Geotechnical Foundation Engineering Professionals. SPT was generated at the University of Illinois by Professors Terzaghi - Peck (fathers of Soil Mechanics) and further tuned up at UC Berkeley. We are proud for having attended both great Universities.)

A- Cost of Initial Geotechnical Engineering Soil Report

- Drilling of 2 bore holes, sampling and accessibility	\$3200- \$4400
- Lab work	\$600 - \$1000
- Soil Report and onsite drilling monitoring	\$3100- \$4300
Estimated Total cost	<u>\$6900- \$9700</u>

Most the sites in your area, the firm soil strata/ bedrock yield to an average total cost near \$7000, but for your site it can be less or more, it is not easy to predict in advance the depth of soil bedrock. We will do our best to optimize your cost at the lowest amount possible during the drilling operation. Additional boring cost between \$300 and \$600 depending on depth.

B- Cost of Geotechnical Engineering Consulting and Inspections Services

Office and Onsite field professional engineering services will be available providing it is expressly requested by Owner / Contractor, and agreed by our company to perform such additional work.

- All charges have to be pre approved before work incurs.

1) Design Phase: initial drawing review, initial coordination with Architect, Civil and Structural engineers for City's/County's permit submittal. Drawings and seismic calculation review rate is between \$600 - \$950 including wet stamped conformance letter to City/County.

2) Construction Phase: site earthwork excavation, drilling, compaction, drainage, concrete forming/casting, other inspections and coordination with City's/County's.

- Wet stamped certification / conformance letters are billed at the rate of \$350 each

- Site visits inspection rate is \$500 each for the Oakland/Berkeley/El Cerrito areas & \$600-\$700 beyond.

- "Special Inspections Final Report" per City's/County's requirement are billed at the rates stated above

Payments for section "B" will be based on the progress of work completed.

Optional lump sum rate of \$8000 is available for section "B" above, in lieu of the itemized progress billing.

This option can be selected following the completion of section "A" and billed in two equal parts at the start of "B1" & "B2".

We anticipate that the soil report can be completed in one week after drilling is performed. Payment for our investigation shall consist of an initial retainer check of \$3500 with the signed authorization and the balance upon submittal of the report in one original wet stamped signed copy and one PDF. The initial retainer payment of \$3500 shall be made to: Cal Engineering Co. A signed copy of this proposal must be sent to us in order to place your project on the driller priority list.

Attached is a preliminary geotechnical study performed for the site for your information. This proposal is valid for 10 business days and when signed, it become a binding Contract for the work stated above. Payment can also be made through PayPal, Zelle and Venmo.

Very Truly Yours,

Mike Khoury, P.E.

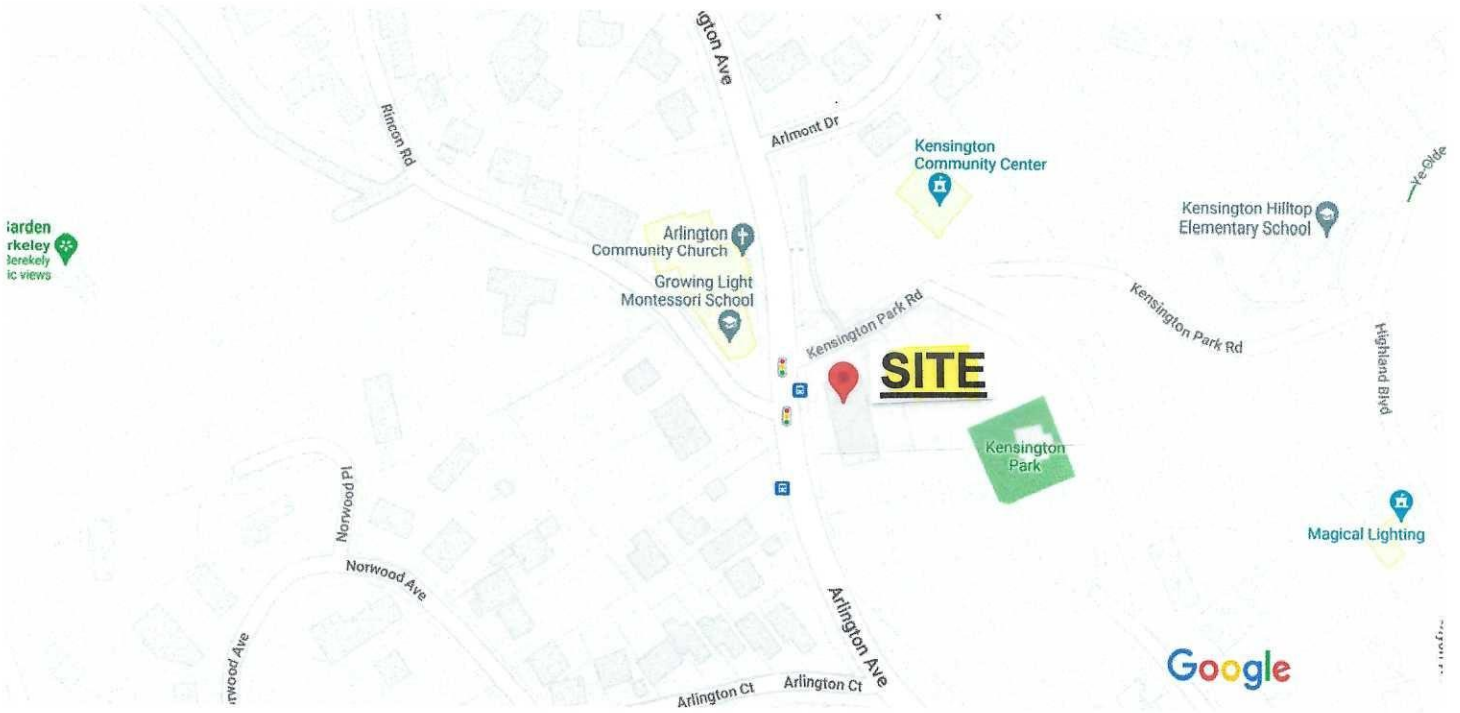
Senior Geotechnical Foundation Engineer, G.E. #464



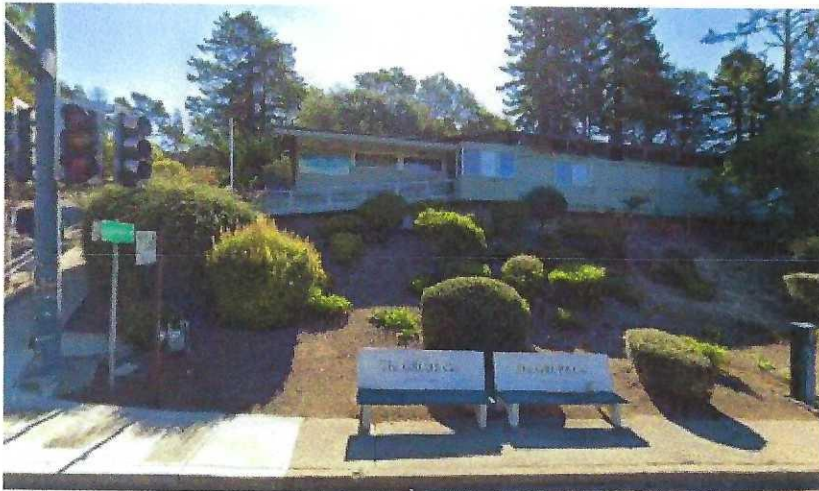
Authorized by: _____

Date: _____

Google Maps 61 Arlington Ave



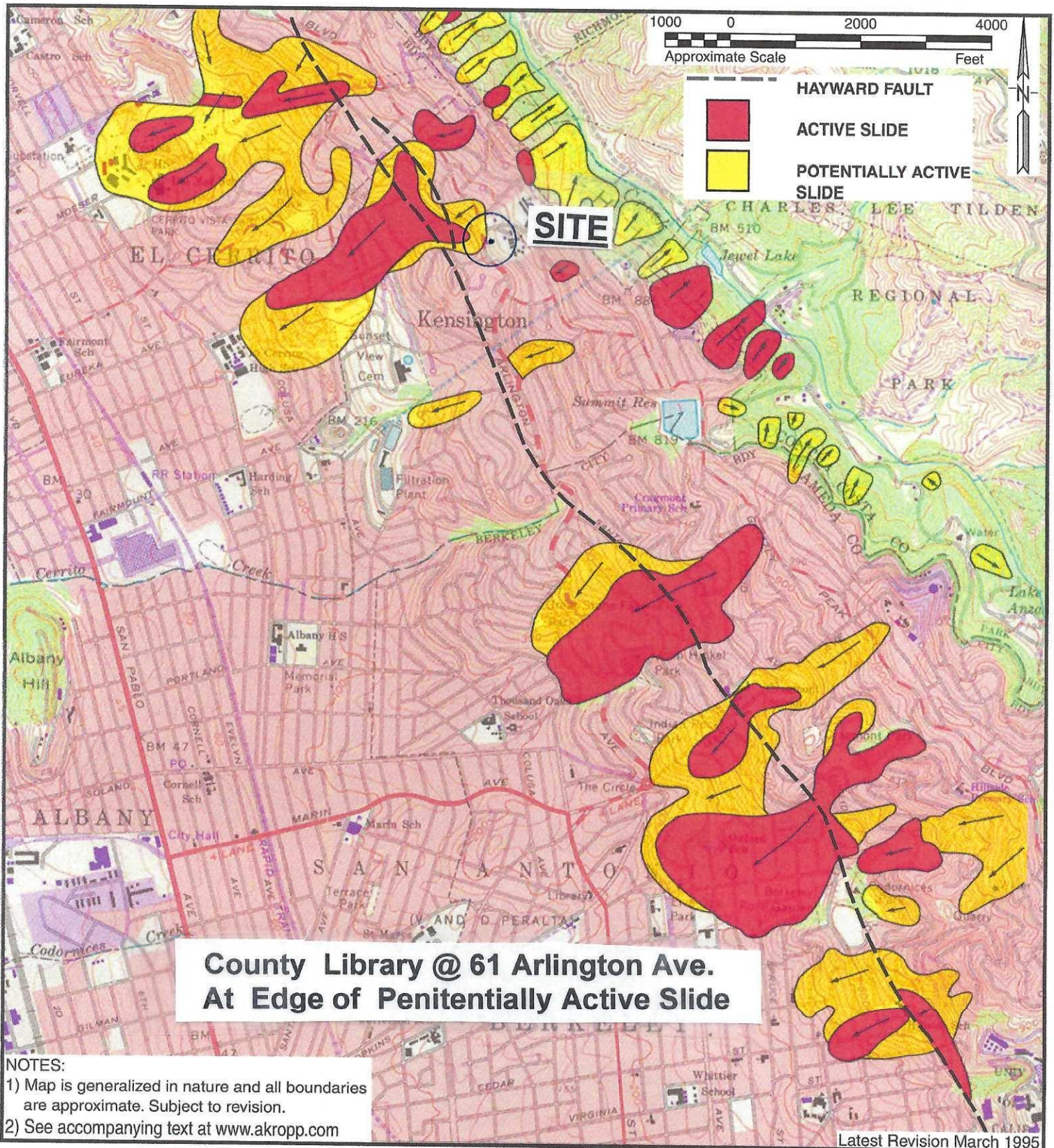
Map data ©2023 Google 100 ft



61 Arlington Ave
Building

County Library @ 61 Arlington Ave.

LANDSLIDES OF THE BERKELEY HILLS



ALAN KROPP & ASSOCIATES, INC.
Geotechnical Consultants

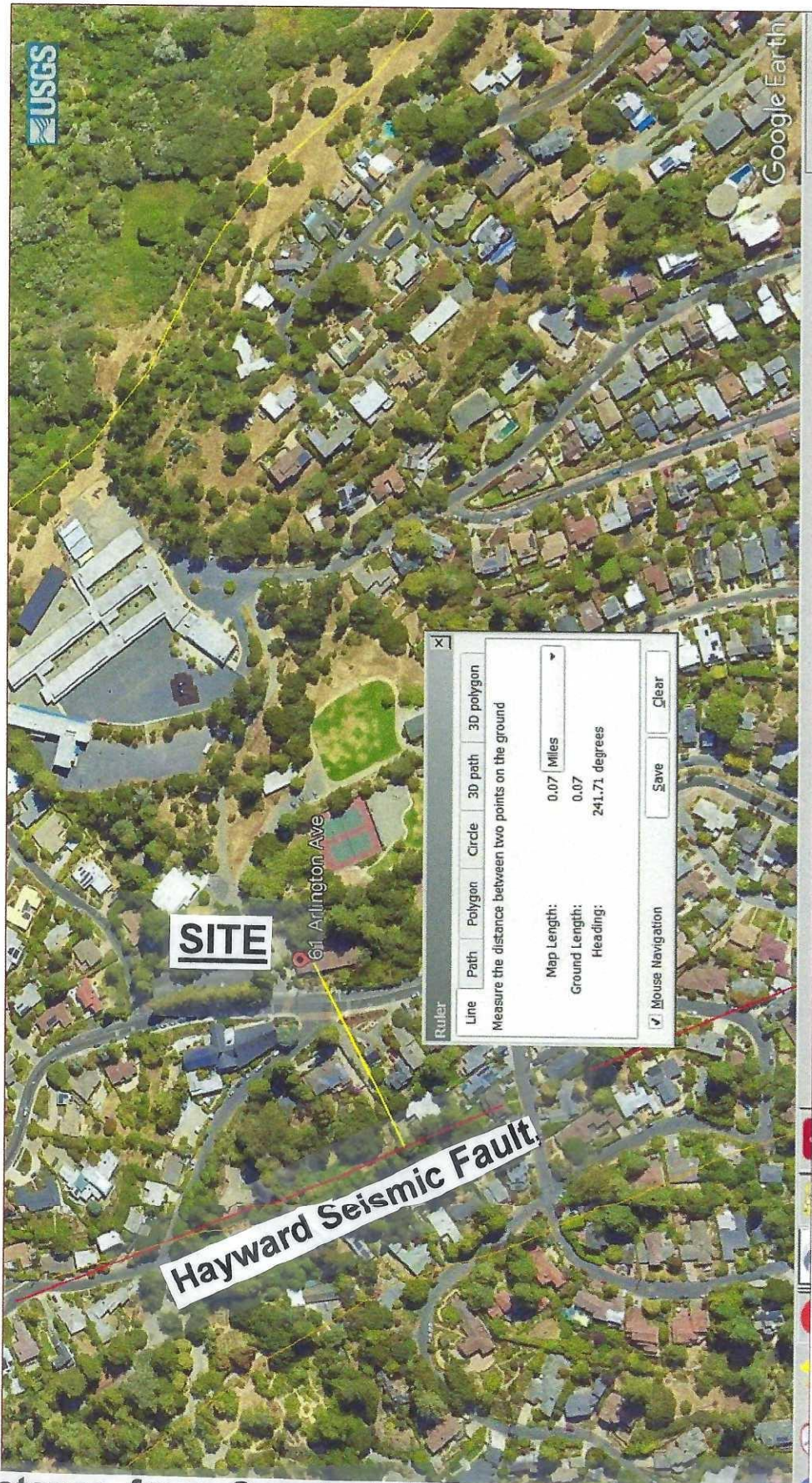
2140 Shattuck Avenue, Berkeley, CA 94704
(510) 841-5095



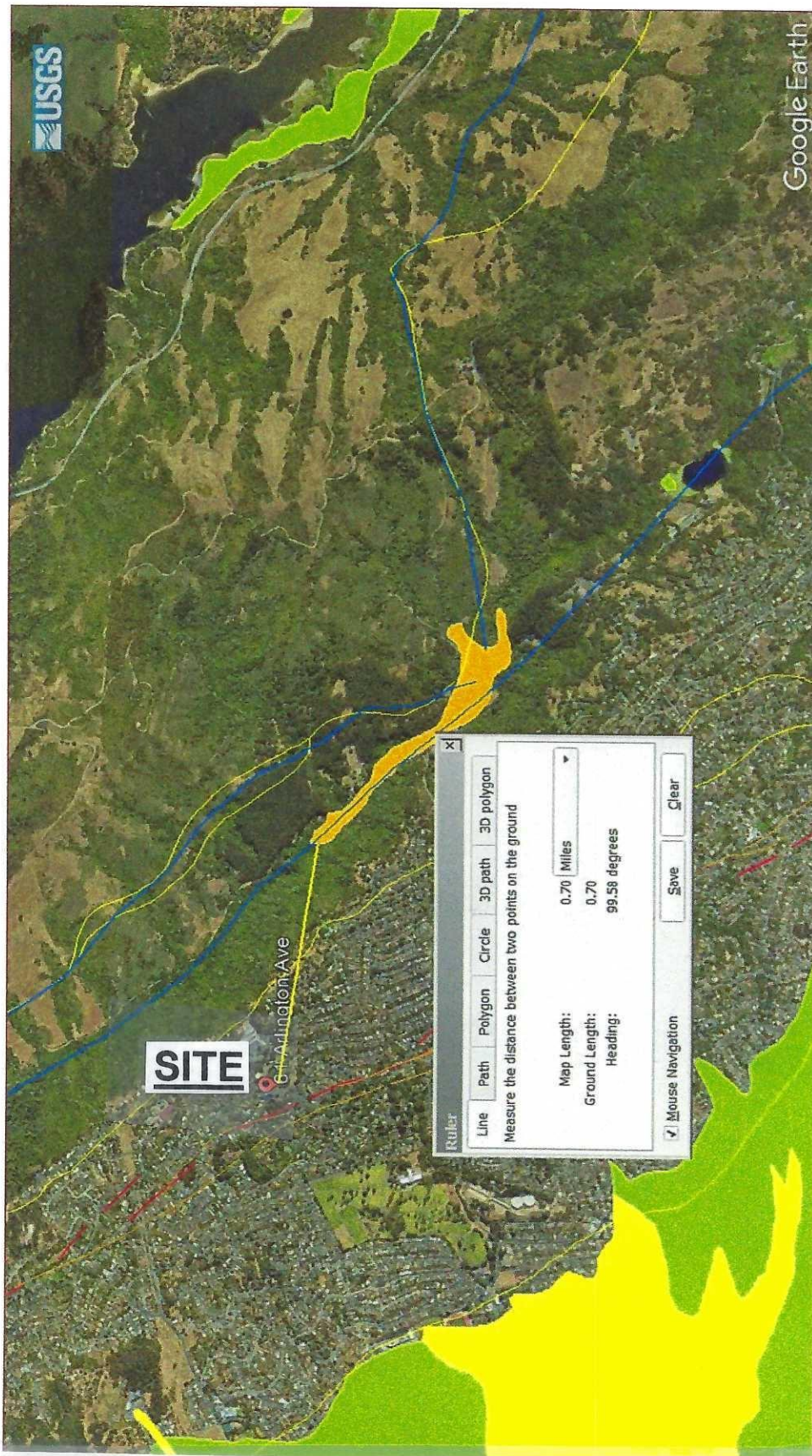


**Distance from County Library @ 61 Arlington Ave.
To Start of Active Slide @ 100 Rincon Rd., 0.06 Miles**





**Distance from County Library @ 61 Arlington Ave.
To Hayward Seismic Fault, 0.07 Miles**



**Distance from County Library @ 61 Arlington Ave.
To High Penitentially Liquefaction Area, 0.70 Miles**



ALAN KROPP
& ASSOCIATES, INC.

GEOTECHNICAL
CONSULTANTS

ALAN KROPP, CE, GE
JAMES R. LOTT, CE, GE
JERDEN VAN DEN BERG, CE
THOMAS M. BRENCIC, CE

October 10, 2023
P-9279, L-33184

David Aranda
Kensington Police Protection & Community Services District
217 Arlington Avenue
Kensington, CA 94707

RE: Initial Geotechnical/Geological Studies
Police Department Building Site
Kensington, California

Dear Mr. Aranda:

This letter presents our proposal to perform initial geotechnical/geologic studies for a possible new Kensington Police Protection & Community Services District (KPPCSD) facility. The property under consideration for this project is a large, vacant parcel along the east side of Arlington Avenue, immediately south of the Kensington Library. The property slopes downhill to the west, toward Arlington Avenue. No conceptual plans for the site have been developed, but the facility will likely include a main building (with perhaps 3,000 square feet of floor space), parking for 10 to 12 vehicles, and an access driveway from Arlington Avenue.

The site is located within the Alquist-Priolo Earthquake Fault Zone (APEFZ) established by the State of California around the Hayward fault. In addition, landslides have been mapped in areas northwest and southwest of the site. To provide an initial indication of the viability of the site from a geotechnical/geologic hazards standpoint, we propose to perform an assessment based on data which currently exists. Subsurface exploration would be performed during a future phase of investigation if the proceed proceeds beyond the initial studies, and is not included in the cost of initial work.

PURPOSE AND SCOPE OF WORK

The purpose of our services in this initial study would be to assess whether the site looks viable for the proposed development from a geotechnical/geologic hazards standpoint.

Our scope of work would include:

- Reviewing key relevant published geologic maps and reports;
- Reviewing available consultant reports for the immediate area;
- Performing a reconnaissance of the site and vicinity to observe current site conditions and possible evidence of obvious geologic concerns;

- Compiling and reviewing the collected data; and
- Preparation of an initial geotechnical/geologic study report presenting our analyses and including our conclusions regarding the viability of the site for the proposed development from a geotechnical/geologic hazards standpoint. In order to reduce paper waste, our report will be submitted to you in an electronic PDF format only, unless we receive a specific request from you for print copies.

PROJECT COST

We would perform this initial study in accordance with the attached schedule of charges. Our cost for this job would be a lump sum of \$5,900.

SCHEDULE

We estimate that the study can be completed within about four weeks of authorization.

FUTURE CHARGES

Please note that our scope does not include any meetings during or following our initial study. Although we would be pleased to attend meetings, time spent at the meetings would be billed in addition to our lump sum cost.

Also, as noted above, detailed subsurface exploration and other elements of study would be needed if the project proceeds beyond this initial phase. The cost for that work can be provided after conceptual development plans have been prepared.

LIMITATIONS

This firm's services would be performed in accordance with generally accepted geological and geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

AUTHORIZATION TO PROCEED

If the scope and cost of this proposal are acceptable to you, please indicate your authorization to proceed by returning one signed copy of this letter to our office.

Thank you for considering our firm. If you have any questions, please call us.

Very truly yours,



Alan Kropp, G.E.
Principal Engineer

AK/jc

Copies: Addressee (PDF) – daranda@kppcsd.org

Attachment: Schedule of Charges and Terms

Any modifications or additions to this proposal must be countersigned by a representative from Alan Kropp & Associates, Inc., to be considered valid.

I have read and agree to the provisions contained in both the proposal and the attached Schedule of Charges and Terms:

Approved by _____ Title _____ Date _____

P-9279 Kensington Police - Vacant Lot Initial Study

ALAN KROPP & ASSOCIATES, INC.
STANDARD SCHEDULE OF CHARGES AND TERMS
FOR 2023 (Effective January 1, 2023)

CHARGES

Lump Sum Agreement: If Alan Kropp and Associates, Inc. (hereafter designated AKA) services are performed for a lump sum fee, the Client agrees to pay the lump sum fee stated in the proposal letter.

Time and Materials Agreement: If AKA services are performed on a time-and-materials basis, the Client agrees to pay AKA in accordance with the following schedule of charges:

<u>Personnel</u>		<u>Equipment*</u>	
Principal Engineer	\$325/hour	All Vehicles	\$0.70/mile
Principal Geologist	\$255/hour	Nuclear Gauge Testing	\$15.00/test
Associate Engineer	\$260/hour	Slope Inclinometer Probe	\$150/½-day
Senior Engineer	\$235/hour		\$200/full day
Senior Geologist	\$230/hour	Electronic Manometer	\$100/day
Project Engineer II	\$190/hour		
Project Engineer I	\$175/hour	<u>Laboratory Testing**</u>	
Project Geologist	\$165/hour	Moisture Content (ASTM D 2216)	\$45.00
Staff Engineer II	\$155/hour	Moisture and Density (ASTM D 2937)	\$60.00
Staff Engineer I	\$145/hour	Sieve w/Percent Passing #200 (ASTM D 422)	\$155.00
Staff Geologist	\$145/hour	Sieve w/Hydrometer (ASTM D 422)	\$260.00
Junior Engineer	\$125/hour	Percent Passing #200 Wash (ASTM D 1140)	\$110.00
Senior Engineer Tech	\$155/hour	Plastic and Liquid (Atterberg) Limits	
Engineering Technician	\$135/hour	(ASTM D 4318, Method B)	\$240.00
Engineering Assistant	\$115/hour	Unconfined Compression (ASTM D 2166)	\$125.00
CAD/GIS Specialist	\$145/hour	Modified Proctor Compaction – 4” Mold	
Technical Illustration	\$120/hour	(ASTM D 1557)	\$335.00
Word/Data Processing	\$100/hour	Modified Proctor Compaction – 6” Mold	
		(ASTM D 1557)	\$415.00
		Modified Proctor Compaction Check Point	
		(ASTM D 1557)	\$150.00
<u>Depositions, Arbitrations, Mediations, and Court Appearances</u>			
Principal Engineer	\$625/hour		
Associate Engineer	\$505/hour		

AKA Library Charges

Aerial Photographs	\$75/pair
Historical Consultant Data	\$150/report

*Charges for other equipment can be quoted at time of usage.

**Additional testing may be provided by independent laboratory and will be billed at cost plus 15 percent.

These rates will be charged for work performed during this current year. Work continuing into the following year or years will be charged at the new year's rate or rates. Work required over eight hours on a weekday or on a Saturday will be billed at 1.5 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 50%. Work required on Sundays or holidays will be billed at 2.0 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 100%. Services will be charged in ¼-hour increments, with time rounded upward to the nearest ¼ hour. There will be a minimum charge of ½-hour engineering assistant time, as well as a minimum charge of ½-hour engineering time, to set up each job. Project related charges incurred prior to contract authorization are customarily incorporated into total project charges upon contract authorization. Any time spent out of the office is charged on a portal-to-portal basis, including mileage.

Miscellaneous Charges: Drilling and backhoe services, special and consultant fees, permits, bridge tolls, insurance, fares, telegrams, shipping, special equipment rental, printing, reproduction, and other similar project-related costs are billed at cost plus 15 percent.

COOPERATION AND PROJECT UNDERSTANDING

Client will make available to AKA all information regarding past, existing, and proposed conditions of the site. The information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data including borings, field or laboratory tests, and written reports.

Client will immediately transmit to AKA any new information that becomes available or any change in plans.

AKA shall not be liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants, and Client will indemnify AKA against claims, demands, or liability arising out of or contributed to by such information.

No warranty of any kind whatsoever, expressed or implied, is made or intended in connection with the work to be performed by AKA or by the proposal for consulting or other services or by the furnishing of oral or written reports or findings made by AKA. No guarantee is given that reviewing bodies will grant project approval based on the work performed by AKA. If additional studies are required by such reviewers, Client will have the option of requesting the additional work be performed by AKA at additional cost or that no further work be performed by AKA and all outstanding invoices be paid.

PROJECT SITE

Client shall grant free access to the site for all necessary equipment and personnel. The Client shall notify any and all possessors of the project site, that Client has granted AKA free access to the project site. The acquisition of, and the payment for, any necessary permits, easements or other site approvals shall be the responsibility of the Client.

Client shall take reasonable steps to see that the property is protected, on and off site. AKA will not be responsible for damage to lawns, shrubs, landscapes, walks, or sprinkler systems, caused by movement of earth or equipment unless a specific agreement is made to the contrary.

Client shall locate for AKA and shall assume responsibility for the accuracy of his representations as to the locations of all known underground utilities and installations. AKA will not be responsible for damage to any such utilities or underground facilities, the locations of which were not known or accurately disclosed by Client. Client agrees to defend, indemnify and hold AKA harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. Any such damage may, at AKA's option, be repaired by AKA and billed at cost to Client.

AKA shall backfill all borings or excavations on completion of their work unless monitoring of groundwater depth is appropriate. Settlement of the backfill may occur and the Client shall fill holes as required.

SAMPLES

AKA will retain all soil and rock samples for 30 days after the issuance of the report or notification to terminate work. If Client desires extended storage, the Client shall notify AKA prior to the expiration of this period. Extended storage or transfer will be at Client's expense.

SAFETY

AKA will not be responsible for the general safety on the site or the work of contractors and third parties.

INVOICES

AKA will submit invoices to client monthly, at other intervals appropriate to the project, or upon completion of services at the option of AKA. Our fees will be billed using an invoice format produced by a standardized accounting software package. Invoices will show hours, rate, and total charges broken down by personnel for services rendered during the billing period. A more detailed separation of charges and backup data will be provided upon Client's requests, but at additional costs.

Requests for a basic description of services performed will be provided at a minimum charge of \$25.00 per invoice. A basic description will categorize the work performed on each day, i.e. site visit, phone call, meeting. Requests for more specific descriptions of services performed will be provided at our normal hourly rate shown on this Schedule of Charges and Terms.

BILLING AND PAYMENT

Invoices will be submitted to Client by AKA, and will be due and payable upon presentation. If Client objects to all or any portion of any invoice, Client will so notify AKA in writing within fourteen calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty days from date of invoice. Client will pay an additional charge of one and one-half percent per month on any delinquent amount, except any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to AKA per AKA's current fee schedules. In the event Client fails to pay AKA within sixty days after invoices are rendered, Client agrees that AKA will have the right to consider the failure to pay AKA's invoice as a breach of this AGREEMENT.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by AKA, as instruments of service, shall remain the property of AKA. AKA will retain all pertinent records relating to the services performed for a period of 5 years following submission of the report. Client shall notify AKA promptly if a longer retention time is required (as for FEMA or Federal Government reimbursements).

DISPUTES

In the event that Client makes a claim, at law or otherwise, against AKA for any alleged error, omission, or other acts arising out of performance of the professional services of AKA, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by AKA in defending themselves against the claim, including, but not limited to, personnel-related costs, attorney's fees, court costs, and all other claim-related expenses. All disputes, claims, and other matters in controversy between Client and AKA arising out of or in any way related to this AGREEMENT will be submitted to alternative dispute resolution such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and are binding on AKA and Client.

STANDARD OF CARE

Services performed by AKA under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locality. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by AKA and that the data, interpretations and recommendations of AKA are based solely on the information available. AKA will be responsible for the reasonable development of those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

LIMITATION OF LIABILITY

In order for client to obtain a lower fee from AKA, among other benefits, and in order for AKA to reduce its residual risk created by providing services to client, client and AKA agree that, to the fullest extent permitted by law, AKA's total aggregate liability to client is limited to \$50,000 or the fee, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, AKA's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. Client understands that dollar limits higher than \$50,000 are available, and that AKA might be willing to waive the limitation of liability altogether. (If client wishes to discuss other limits or the possibility of waiving this provision, and the resulting impact on AKA's retained risk and fee, client shall so notify AKA in writing. If client fails to issue such notification prior to accepting this AGREEMENT, through signature or, without signature, by orally or in writing authorizing AKA to commence services, client shall be deemed to have accepted the limit of \$50,000 or the fee, whichever is higher.) This provision takes precedence over any conflicting provisions of this AGREEMENT.

INSURANCE

AKA represents and warrants that it maintains workers' compensation, commercial general liability, automobile liability, and professional liability insurance policies. Certificates for all such policies of insurance shall be provided to client upon request in writing. Listings as additional insured on any of our policies will be charged to the client at a fee of \$125 for each occurrence. AKA shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. AKA shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its contractors, agents, staff, and other consultants employed by it.

INDIVIDUAL RESPONSIBILITY

The individual or individuals who sign this Contract on behalf of Client guarantee that Client will perform its duties under the Contract. The individual or individuals so signing this Contract warrant that they are duly authorized agents of the Client.

TERMINATION OF AGREEMENT

In the event that either party desires to terminate this Contract prior to completion of AKA's work on the project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies AKA of such intention to terminate AKA's services prior to completion, AKA reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and (where considered necessary to protect AKA's professional reputation) to complete a report on the work performed to date. In the event that AKA incurs cost in Client's termination of this AGREEMENT, a termination charge to cover such cost shall be paid by Client. In the absence of a notification of termination, this AGREEMENT shall continue in full force and effect until such time as AKA has completed its services.

BANKRUPTCY

If Client or AKA should become bankrupt or make an assignment for the benefit of creditors, AKA, or its trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligations of all parties under this Contract shall thereupon terminate. In determining reasonable value under this paragraph, the Contract price shall be deemed reasonable.

DELAY

AKA will be excused for any delay in completion of the Contract caused by acts of God, acts of Client or Client's agent, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies, unforeseen by AKA and beyond the reasonable control of AKA. Additional costs incurred by AKA as a result of a delay caused by factors beyond the control of AKA shall be paid by Client, even if they exceed previously agreed-upon charges.

ASSIGNMENTS

Neither the Client nor AKA may delegate, assign, sublet, or transfer his duties or interest in this AGREEMENT without the written consent of the other party.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort to inform AKA of known or suspected hazardous materials on or near the project site has been made.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. AKA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AKA and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AKA to take immediate measures to protect health and safety. Client agrees to compensate AKA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

AKA agrees to notify Client when unanticipated hazardous materials or suspected materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold AKA harmless for any and all consequences of disclosures made by AKA, which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, Client waives any claim against AKA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save AKA harmless from any claim, liability, and/or defense costs for injury or loss arising from AKA's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.

Client will be responsible for ultimate disposal of any samples secured by AKA, which are found to be contaminated.

David Aranda

From: Cal Engineering Co <ceico@sbcglobal.net>
Sent: Wednesday, October 11, 2023 7:03 PM
To: David Aranda
Subject: Re: Proposal for soil report for Kensington Police future office
Attachments: image001.png; image003.png

David

1) The Soil Report is not for the Library property, but south of the library Kensington Police Office. Available Geotechnical Engineering documentation on Google Earth, CGS and USGS can only be found for known address, which is good enough for the south part of the Library, and it shows the south part is geotechnically a better location than the Library.

2) Confirming that all information in items 1-12 will be covered as stated

3) Referrals:

Rod Heisler Construction

Mr. Bruce Cowles, Senior Superintendent

Piedmont 316 St James project

Tel 415 290 9060

Saint Mary's College High School of Berkeley

Mr Calvin Deng, CFO

Tel 510 559-6258

Best Regards

mike khoury PE GE

Cal Engineering Co

Mobile 510 282 5510

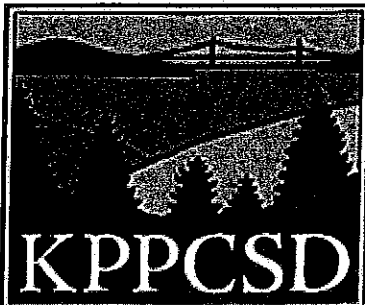
On Wednesday, October 11, 2023 at 05:38:38 PM PDT, David Aranda <daranda@kppcsd.org> wrote:

Hi Mike: A couple of questions from a board member in preparation for tomorrow's meeting: 1. The proposal you presented is for the lot South of the Library, not the library property, correct? 2. Confirming that for the quote you will do items 1-12 which include the analysis of existing report and maps and the actual drilling/soil testing? 3. Do you have a couple of referrals to give me? Thanks David.

David Aranda

Interim General Manager

Kensington Police Protection & Community Services District



510-526-4141 | Main

David Aranda

From: Alan Kropp <akropp@akropp.com>
Sent: Thursday, October 12, 2023 8:37 AM
To: David Aranda
Subject: RE: QUESTIONS

See my answers below in red

Alan Kropp, G.E.
President, Principal Engineer
Alan Kropp & Associates
2140 Shattuck Avenue, Suite 910
Berkeley, CA 94704
(510) 841-5095 (office)
(510) 841-8357 (fax)
www.akropp.com

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From: David Aranda <DAranda@kppcsd.org>
Sent: Wednesday, October 11, 2023 5:35 PM
To: Alan Kropp <akropp@akropp.com>
Subject: QUESTIONS

Hi Alan: A few questions in regard to your proposal that will be discussed tomorrow: 1. Will a visual inspection tell us if the property is buildable in regard to earthquake and slide issues? Our proposed initial assessment is a preliminary study that includes both visual observations and the review of published and consultant data; it should give a general likelihood of buildability. The detailed phase of study that would follow would include significant subsurface exploration, and there is a low possibility that something would be discovered in that phase impacting buildability. 2. Please explain why there is not active work done on the property to determine active faults or slides? In our phone call, I suggested the two phase approach, so you would not be committed to the much more costly detailed phase of subsurface exploration if the initial phase concluded the site was not buildable from a geotechnical/geologic perspective. We could do all of the investigation work at once, rather than in phases, if you would prefer. 3. I want to make sure that I am correct in stating that when Mack 5 did a proposal for a joint fire/police building on the property we are looking at they did not consult you for geotechnical information? I do not believe I have information regarding the Mack 5 proposal. Thank you. David.

David Aranda
Interim General Manager

Kensington Police Protection & Community Services District

510-526-4141 | Main
510-960-0716 | Cell
510-440-5410 | Fax
Email: DAranda@kppcsd.org
10940 San Pablo Avenue | El Cerrito, CA. 94530

