



Agenda

Kensington Police Protection and Community Services District

Board of Directors
Regular Meeting (**Hybrid**)

Thursday, October 10, 2024
7:00 p.m. Regular Meeting
Kensington Community Center
59 Arlington Avenue, Kensington, CA

www.kppcsd.org/2024-10-10-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/85127713319?pwd=xDAisKvpDZag6mFLqYdTqvNBV10UxJ.1>

Webinar ID: 851 2771 3319 Passcode: 530698

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.

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., El Cerrito, CA 94530 or llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.*

Consent Calendar

5. Meeting Minutes for the regular meeting of September 12, 2024.

6. Ratify the transmittal and deposits for September 2024 Bills Paid and the September Financial Statements of 2024.

Comments & Reports

7. Police Chief's Monthly Report September 2024.
8. General Manager's Report
 - Monthly Report
 - Park Report
9. Director Comments.

Discussion and Action

10. Discussion and direction regarding a community survey as recommended by the ad hoc committee.
11. Approve the Amended MOU between The KPPCSD and the County of Contra Costa for meeting the requirements of the California Integrated Waste Management Act of 1989.

Adjournment

The next regular meeting is scheduled for Thursday, November 14, 2024.

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., 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., 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 12, 2024

Special & Regular Meeting

Special Meeting – 6:30 p.m. (Closed Session)

1. **Call to Order** [[TS 1:14](#)]

President Spath called the special meeting to order at 6:30 p.m.

2. **Roll Call** [[TS 1:31](#)]

Vice-President Aquino-Fike, Director Duggan, Director Gough, Director Hacaj, and President Spath were present at roll call.

3. **Special Meeting Agenda Item Public Comments** [[TS 1:54](#)]

None.

4. **Adjourn to Closed Session** [[TS 2:18](#)]

The Board adjourned to closed session to discuss one item.

5. **Report from Closed Session** [[TS 32:40](#)]

President Spath announced there was nothing to report.

Regular Meeting – 7:00 p.m.

1. **Call to Order** []

President Spath called the regular meeting to order at 7:02 p.m.

2. **Roll Call** [[TS 32:48](#)]

Vice-President Aquino-Fike, Director Duggan, Director Gough, Director Hacaj, and President Spath were present at roll call.

3. **President's Comments** [[TS 33:06](#)]

President Spath thanked Greg Chritie of Bay View Refuse, Interim General Manager (IGM) Aranda, and Vice-President Aquino-Fike for their help with producing the newsletter that went to Kensington residents.

4. **Public Comment** [\[TS 34:00\]](#)

None.

Consent Calendar [\[TS 34:19\]](#)

- Motion by Director Duggan, seconded by Vice-President Aquino-Fike, to approve the Meeting Minutes as presented, carried (5-0) by unanimous voice vote.
- Motion by Director Hacaj, seconded by Director Duggan, to approve receive the bills and financial statements, carried (5-0) by unanimous voice vote.

5. **Meeting Minutes for the regular meeting of August 8, 2024.**

Approved.

6. **Ratify the August 2024 Bills Paid and the July & August Financial Statements of 2024.**

Received and ratified.

Comments & Reports

7. **Police Chief's Monthly Report August 2024.** [\[TS 36:49\]](#)

Lieutenant Amit Nath presented highlights from the Police Chief's Monthly Report and responded to Director's questions.

8. **General Manager's Report.** [\[TS 44:08\]](#)

Interim General Manager Aranda reported on the Bay View Refuse and Recycling newsletter. He provided clarification about the language in his report regarding the new building noting that a location had not been determined. Mr. Aranda reported that the Kensington Cleanup event would take place September 10-16. Next, Greg Christie with Bay View Refuse and Recycling reported on inquiries regarding the cleanup. In concluding Mr. Aranda gave an update on the solid waste grant for recycling biosolids.

9. **Director Comments.** [\[TS 50:57\]](#)

- Director Gough encouraged the community to participate the following upcoming community events: Great Kensington Cleanup, Police in the Park on September 18th, and the KCC annual movie night on September 21st. She asked about the Community Center's pre and post renovation utilization statistics and asked how the District could earn more revenue from the facility.

- Director Hacaj said she noticed the cleaning of the Center which was highlighted in the Parks Report. She asked how the District could better encourage utilization of the Community Center for rentals and suggested getting photos to market the facility.
- President Spath asked about pickleball participation at the park.
- Vice-President Aquino-Fike suggested including questions about the Community Center utilization in the future community survey.
- Director Duggan offered additional suggestions for improving facility usage (i.e. reaching out to organizations for hosting training events, advertising on sites such as Air B&B, Craig's List, and Next Door).

Discussion and Action

10. **Discussion and direction regarding an issue with the owner at 79 Arlington encroaching upon District property at 59 Arlington.** [[TS 59:24](#)]

Interim General Manager Aranda presented background information and asked the Board to approve allowing him to negotiate with the property owner at 79 Arlington in resolving the encroachment issue by selling a small portion of the 59 Arlington property at the current fair market value. Following discussion, the Board gave direction for the IGM to provide them with a visual survey of the property in order to understand how much land is being offered.

11. **Discussion and direction regarding the solid waste contract and pursuing a consultant in regard to cost of services and franchise fees.** [[TS 1:12:37](#)]

Interim General Manager Aranda asked the Board to allow KPPCSD and Bay View Refuse & Recycling to move forward with bringing a contract renewal for approval to the Board of Directors within the next 60 days, and with approval from the Board and Bay View, to waive the need to perform a cost study and franchise fee study until an appropriate time. The Board concurred with the recommended actions and asked that comparable rates be provided before extending the contract.

12. **Discussion and direction regarding the possible building site at 59 Arlington.** [[TS 1:29:02](#)]

IGM Aranda provided an update on conversations regarding the feasibility of a new district building sited at 59 Arlington. He pointed out that while the District had not received the full report from Mr. Kropp, he received an e-mail explaining that the property is free from faults but to beware of the terrain when it comes to grading for any building to go on the property. One cost would involve grading, retaining walls and infrastructure and the other cost would be for a three thousand square foot building. There was discussion about the costs for a custom building versus placement of a modular building. The Board requested cost estimates for both proposals.

13. Discussion and direction regarding moving forward with a professional firm that performs surveys and polling studies. [\[TS 1:44:09\]](#)

IGM Aranda asked the Board to discuss the pros and cons of using a professional company for a community survey. The Board provided input about potential costs and scope of work. Following the discussion, the Board concurred to have President Spath work with a volunteer ad hoc group regarding the community survey.

14. Discussion and direction regarding contracting with an emergency services consultant to write an emergency preparedness plan for the KPPCSD. [\[TS 2:01:41\]](#)

IGM Aranda reported that he and Police Chief Gancasz met and discussed this project with Doug Pittman who provides emergency preparedness services to numerous agencies. While a formal proposal had not been submitted, Mr. Pittman would offer the services we are requesting for a retainer of \$3000 per month. Following discussion, there was consensus of the Board to hold off on a consultant and continue to work with KFPD on establishing a joint Emergency Preparedness Committee.

- Addressing the Board was Sylvia Elsbury who complimented Police Chief Gancasz and IGM Aranda for finding the consultant and commended the Board for keeping this topic alive.

15. Discussion and direction regarding the financial consulting services the District uses and possibly changing providers. [\[TS 2:12:27\]](#)

IGM Aranda presented the recommendation to approve authorizing the General Manager to move forward with an agreement with Melissa Klinect of Beyond Ledgers LLC for financial consulting services. Mr. Aranda pointed out his concerns regarding the accuracy of billable hours and also concerns for EideBailly's hourly rate in comparison with the level of financial help we need. The Board questioned the terms of the agreement, cost differential, scope of work, the dispute resolution process, and experience with government agencies. The Board concurred with the recommendation, but suggested that the KPPCSD General Counsel review the contract for the appropriate form.

Adjournment [\[TS 2:19:24\]](#)

President Spath adjourned the meeting at 8:48 p.m. The next regular meeting is scheduled for Thursday, October 10, 2024.

Special & Regular Meeting Minutes

September 12, 2024

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SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: October 10, 2024

David Aranda, Interim General Manager

David Spath, President of the Board

Deposit Summary

9/25/2024 11:40 AM

Kensington Police Protection & Community Services District

Summary of Deposits to 101 · Five Star Checking on 09/25/2024

Chk No.	PmtMethod	Rcd From	Memo	Amount
2551	Check	Bay View Refuse A/R	Franchise fee 3% for August 2024	5,960.01
195352	Check	Contra Costa County	Police fines	1,041.30
0000995409	Check	KFPD	50% of Ridgeline INV 23022-03	3,201.25
0000995409	Check	KFPD	KPPCSD Sublet for August & Septem...	4,877.10
2698958651	Check	Lexis Nexis	Police report	20.00
2785954651	Check	Lexis Nexis	Police report	20.00
027432	Check	SDRMA - Customer	2023-24 WC Audit 76389	8,595.20
67913080	Check	State of California	Peace Officer Standards & Trng	515.67
7107384	Check	US Bank CCard	US Bank Corp NASPO Contract Q2 2...	169.69
171308	Check	Subpoena Account	Subpoena Report 53041-01	15.00
171309	Check	Subpoena Account	Subpoena Report 53041-02	15.00

Less Cash Back:**Deposit Total:****24,430.22**

Kensington Police Protection & Community Services District
Transaction List by Date
September 25, 2024

Item #06b

Type	Date	Num	Adj	Name	Memo	Account	Class	Clr	Split	Debit	Credit
Bill Pmt -Check	09/25/2024	30807		Academy Security Group	14545208	101 · Five Star Checking			210 · Accounts Payable		480.00
Bill Pmt -Check	09/25/2024	30808		Advanced Systems Group LLC	C10169	101 · Five Star Checking			210 · Accounts Payable		1,350.00
Bill Pmt -Check	09/25/2024	30809		AFLAC	M1F02 INV# 149487 & 488617 (Aug	101 · Five Star Checking			210 · Accounts Payable		1,022.96
Bill Pmt -Check	09/25/2024	30810		Alan Kropp & Associates	INV# 29211	101 · Five Star Checking			210 · Accounts Payable		37,387.07
Bill Pmt -Check	09/25/2024	30811		Amazon	A1297SCF5R73DC (for August 2024	101 · Five Star Checking			210 · Accounts Payable		542.98
Bill Pmt -Check	09/25/2024	30812		AT&T CalNET 3	BAN 9391062077 Stmt 08/03/2024 -	101 · Five Star Checking			210 · Accounts Payable		930.03
Bill Pmt -Check	09/25/2024	30813		Best Best & Krieger LLP	Professional services rendered throu	101 · Five Star Checking			210 · Accounts Payable		1,264.20
Bill Pmt -Check	09/25/2024	30814		Brian Lande	Meal reimbursement for Training IAC	101 · Five Star Checking			210 · Accounts Payable		300.00
Bill Pmt -Check	09/25/2024	30815		C & J Cleaning Services	August 2024	101 · Five Star Checking			210 · Accounts Payable		1,150.00
Bill Pmt -Check	09/25/2024	30816		CC County Conservation & Developpr	July 2024	101 · Five Star Checking			210 · Accounts Payable		1,189.03
Bill Pmt -Check	09/25/2024	30817		CCC Law & Justice Systems	ACCJIN Shared Costs FY 2023/24	101 · Five Star Checking			210 · Accounts Payable		4,047.95
Bill Pmt -Check	09/25/2024	30818		CCC Tax Collector	2023-05817-0-000	101 · Five Star Checking			210 · Accounts Payable		1,865.47
Bill Pmt -Check	09/25/2024	30819		City of Albany	Customer# 6194	101 · Five Star Checking			210 · Accounts Payable		126,165.00
Bill Pmt -Check	09/25/2024	30820		City of El Cerrito	INV# 215362 License fees for July - €	101 · Five Star Checking			210 · Accounts Payable		4,714.00
Bill Pmt -Check	09/25/2024	30821		Data Ticket Inc.	Invoices from July 2024	101 · Five Star Checking			210 · Accounts Payable		69.93
Bill Pmt -Check	09/25/2024	30822		Delta Dental	05-0491200004	101 · Five Star Checking			210 · Accounts Payable		2,377.32
Bill Pmt -Check	09/25/2024	30823		Dunnigan Psychological	INV# 1737 Pre-Employment Psychok	101 · Five Star Checking			210 · Accounts Payable		625.00
Bill Pmt -Check	09/25/2024	30824		East Bay Regional Communications & S	INV# 20250036 Services from July 1,	101 · Five Star Checking			210 · Accounts Payable		10,488.00
Bill Pmt -Check	09/25/2024	30825		EBMUD		101 · Five Star Checking			210 · Accounts Payable		4,243.96
Bill Pmt -Check	09/25/2024	30826		Eide Bailly LLP	Client # 266131	101 · Five Star Checking			210 · Accounts Payable		23,129.27
Bill Pmt -Check	09/25/2024	30827		ERSIC, LLC	INV# 1006	101 · Five Star Checking			210 · Accounts Payable		4,457.25
Bill Pmt -Check	09/25/2024	30828		Fernando Herrera	Services rendered in September 202	101 · Five Star Checking			210 · Accounts Payable		2,775.00
Bill Pmt -Check	09/25/2024	30829		Ford Motor Credit Company LLC	Acct# 6110501 Ford vehicle 2023	101 · Five Star Checking			210 · Accounts Payable		904.82
Bill Pmt -Check	09/25/2024	30830		Galls Incorporated	3524376	101 · Five Star Checking			210 · Accounts Payable		5,258.67
Bill Pmt -Check	09/25/2024	30831		Great America Financial Services	015-1439943-000	101 · Five Star Checking			210 · Accounts Payable		221.57
Bill Pmt -Check	09/25/2024	30832		Greg Harman	Coverage Period September 2024	101 · Five Star Checking			210 · Accounts Payable		349.40
Bill Pmt -Check	09/25/2024	30833		Kanchana Borisuthiratana	Travel reimbursement from 08/14/24	101 · Five Star Checking			210 · Accounts Payable		1,215.88
Bill Pmt -Check	09/25/2024	30834		Major Alarm	150046003	101 · Five Star Checking			210 · Accounts Payable		69.00
Bill Pmt -Check	09/25/2024	30835		Mobile Modular	R1031374	101 · Five Star Checking			210 · Accounts Payable		5,651.20
Bill Pmt -Check	09/25/2024	30836		NBS Government Finance Group	202409-3131 & 3157 for services fro	101 · Five Star Checking			210 · Accounts Payable		2,762.50
Bill Pmt -Check	09/25/2024	30837		Nextiva, Inc.	AC# 3994083 Contract# 2751865	101 · Five Star Checking			210 · Accounts Payable		656.15
Bill Pmt -Check	09/25/2024	30838		Nigro & Nigro PC	Interim Audit Work - June 30, 2024	101 · Five Star Checking			210 · Accounts Payable		8,000.00
Bill Pmt -Check	09/25/2024	30839		Nippon Life Insurance Company of Ai	GJ9600	101 · Five Star Checking			210 · Accounts Payable		244.80
Bill Pmt -Check	09/25/2024	30840		Olivero Plumbing Co.	INV 49586 Backflow Testing at 2 Arln	101 · Five Star Checking			210 · Accounts Payable		200.00
Bill Pmt -Check	09/25/2024	30841		PG&E		101 · Five Star Checking			210 · Accounts Payable		1,983.18
Bill Pmt -Check	09/25/2024	30842		Principal Life Insurance	1129864-10001, for September & Oc	101 · Five Star Checking			210 · Accounts Payable		357.20
Bill Pmt -Check	09/25/2024	30843		Ridgeline Municipal Strategies, LLC	Fiscal analysis services from 08/01/2	101 · Five Star Checking			210 · Accounts Payable		4,003.75
Bill Pmt -Check	09/25/2024	30844		Rosa Ruiz	August 2024 reimbursement	101 · Five Star Checking			210 · Accounts Payable		67.16
Bill Pmt -Check	09/25/2024	30845		Rubiconn LLC	September 2024 Billing	101 · Five Star Checking			210 · Accounts Payable		4,677.25
Bill Pmt -Check	09/25/2024	30846		Smart Window Cleaning	Yearly commerical window cleaning	101 · Five Star Checking			210 · Accounts Payable		800.00
Bill Pmt -Check	09/25/2024	30847		Smile Business Products, Inc.	KP01 INV# 1219351	101 · Five Star Checking			210 · Accounts Payable		114.20
Bill Pmt -Check	09/25/2024	30848		Streamline	INV# 4E33FC18-0046	101 · Five Star Checking			210 · Accounts Payable		249.00
Bill Pmt -Check	09/25/2024	30849		The Ed Jones Co., Inc.	INV# 56342 & 56756	101 · Five Star Checking			210 · Accounts Payable		978.58
Bill Pmt -Check	09/25/2024	30850		TransUnion	813540	101 · Five Star Checking			210 · Accounts Payable		75.00
Bill Pmt -Check	09/25/2024	30851		UBS	INV# 528815	101 · Five Star Checking			210 · Accounts Payable		962.00
Bill Pmt -Check	09/25/2024	30852		US Bank CCard	4866 9145 5552 5747	101 · Five Star Checking			210 · Accounts Payable		5,466.64
Bill Pmt -Check	09/25/2024	30853		USbancorp	Cust# 1783852	101 · Five Star Checking			210 · Accounts Payable		7,919.13
Bill Pmt -Check	09/25/2024	30854		Verizon Wireless	772287401-00001	101 · Five Star Checking			210 · Accounts Payable		806.69
Bill Pmt -Check	09/25/2024	30855		Vision Service Plan	00102808	101 · Five Star Checking			210 · Accounts Payable		613.89
Bill Pmt -Check	09/25/2024	30856		Walnut Creek Ford	INV 139280 & 139040 & 140879	101 · Five Star Checking			210 · Accounts Payable		327.17
Bill Pmt -Check	09/25/2024	30857		Wex Bank - Chevron	0496-00-526644-0	101 · Five Star Checking			210 · Accounts Payable		675.29
Bill Pmt -Check	09/25/2024	30858		Wex Bank - Exxon	369-677-649-5	101 · Five Star Checking			210 · Accounts Payable		3,427.00
Bill Pmt -Check	09/25/2024	30859		Lynelle Lewis	Mileage reimbursement August & Sep	101 · Five Star Checking			210 · Accounts Payable		54.12
Bill Pmt -Check	09/25/2024	30860		CC County Conservation & Developpr	August 2024	101 · Five Star Checking			210 · Accounts Payable		2,554.29
Bill Pmt -Check	09/25/2024	30861		Best Equipment Co.	Annual inspection of fire extinguisher:	101 · Five Star Checking			210 · Accounts Payable		160.75
Bill Pmt -Check	09/25/2024	30862		C. L. E. A.	September & October 2024 Billing	101 · Five Star Checking			210 · Accounts Payable		608.00
Bill Pmt -Check	09/25/2024	30863		R3 Consulting Group	INV# 123648	101 · Five Star Checking			210 · Accounts Payable		3,465.00
Total Paid Amount:										296,453.70	

Sep 25, 24



KENSINGTON POLICE DEPARTMENT

10940 San Pablo Avenue ▪ El Cerrito ▪ CA ▪ 94530

(510) 526-4141

www.kppcsd.org

DATE: October 1st, 2024
TO: David Aranda: General Manager
FROM: M. Gancasz, Chief of Police
RE: Police Chief's Monthly Report, September 2024

Patrol Operations

In September, the Kensington Police Department demonstrated its ongoing commitment to public safety by managing a total of 1,018 incidents, a notable decrease from the 1,417 incidents reported in August. Our officers engaged in 798 proactive actions, including 100 traffic stops, which resulted in 24 citations aimed at enhancing roadway safety.

Throughout the month, officers responded to 220 dispatched calls for service, an increase from the 202 calls in August. The department produced 16 investigative reports, a decrease from 29 the previous month, reflecting our effective resolution of cases and the overall decline in reported crime. Significantly, reportable crimes fell by approximately 40% compared to August.

Our investigative efforts this month included handling several felony cases, such as assault with a deadly weapon, misdemeanor hit and run, commercial burglary, vehicle theft, and minor harassment. The department successfully made one felony warrant arrest and one arrest for a misdemeanor hit-and-run, underscoring our dedication to addressing criminal activity in our community.

Analysis of crime patterns revealed that the majority of NIBRS reportable crimes occurred between 9 PM and midnight on Mondays and Saturdays, prompting us to enhance patrols during these peak times.

Despite an increase in the average response time to 6.6 minutes—slightly above the 6.3 minutes recorded in August—we remain committed to improving our efficiency and service delivery.

Table 1. Date and Time Heatmap



Figure 1. NIBRS Offense Data

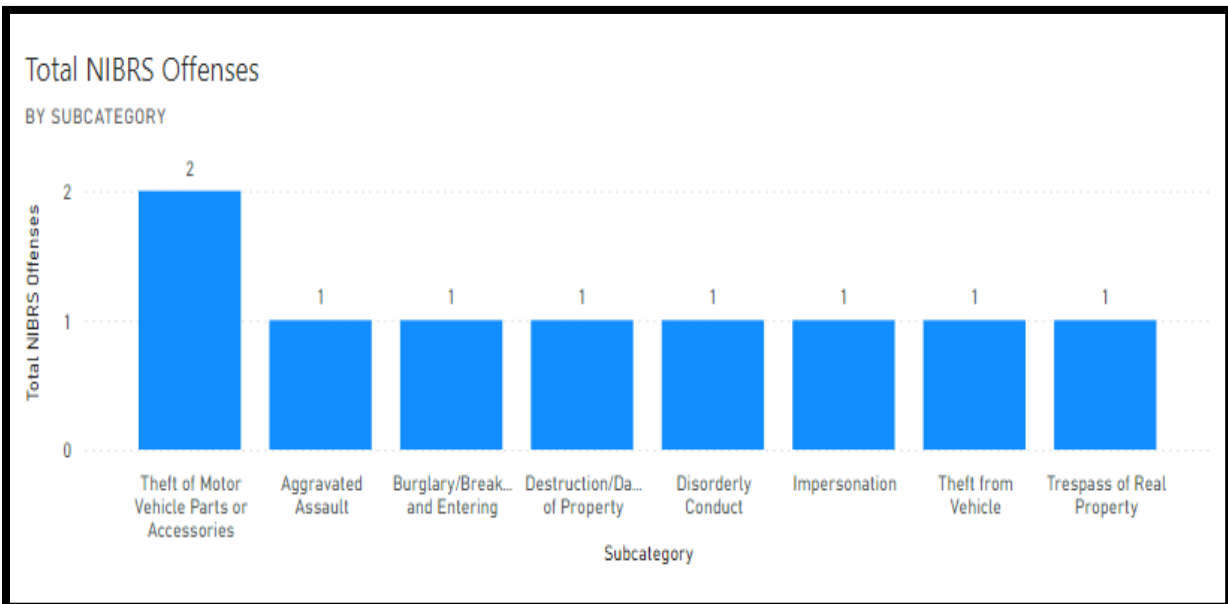


Figure 2. Month over Month

Case Count LM, MoM% - Cases, Month Case Count

BY CATEGORY

Category	Month Case Count	Case Count LM	MoM% - Cases
All Other Offenses			→ 0.00%
Animal Cruelty			→ 0.00%
Arson			→ 0.00%
Assault Offenses	1	1	→ 0.00%
Bad Checks			→ 0.00%
Bribery			→ 0.00%
Burglary/Breaking and Entering	1		↑ 100.00%
Counterfeit/Forgery		1	↓ -100.00%
Curfew/Loitering/Vagrancy Violations			→ 0.00%
Destruction/Damage/Vandalism of Property	1		↑ 100.00%
Disorderly Conduct	1		↑ 100.00%
Drug/Narcotic Offenses			→ 0.00%
Drunkenness			→ 0.00%
DUI			→ 0.00%
Embezzlement			→ 0.00%
Extortion/Blackmail			→ 0.00%
Family Offenses, Non-Violent			→ 0.00%
Fraud Offenses	1	2	↓ -50.00%
Gambling Offenses			→ 0.00%
Homicide Offenses			→ 0.00%
Human Trafficking Offenses			→ 0.00%
Kidnapping/Abduction			→ 0.00%
Larceny/Theft Offenses	3	3	→ 0.00%
Liquor Law Violations		2	↓ -100.00%
Motor Vehicle Theft		2	↓ -100.00%
Peeping Tom			→ 0.00%
Pornography/Obscene Material			→ 0.00%
Prostitution Offenses			→ 0.00%
Robbery			→ 0.00%
Runaway			→ 0.00%
Sex Offenses, Forcible			→ 0.00%
Sex Offenses, Nonforcible			→ 0.00%
Stolen Property Offenses			→ 0.00%
Trespass of Real Property	1		↑ 100.00%
Weapon Violations			→ 0.00%
Total	9	11	-18.18%

Figure 3. Crime Trend Mapping

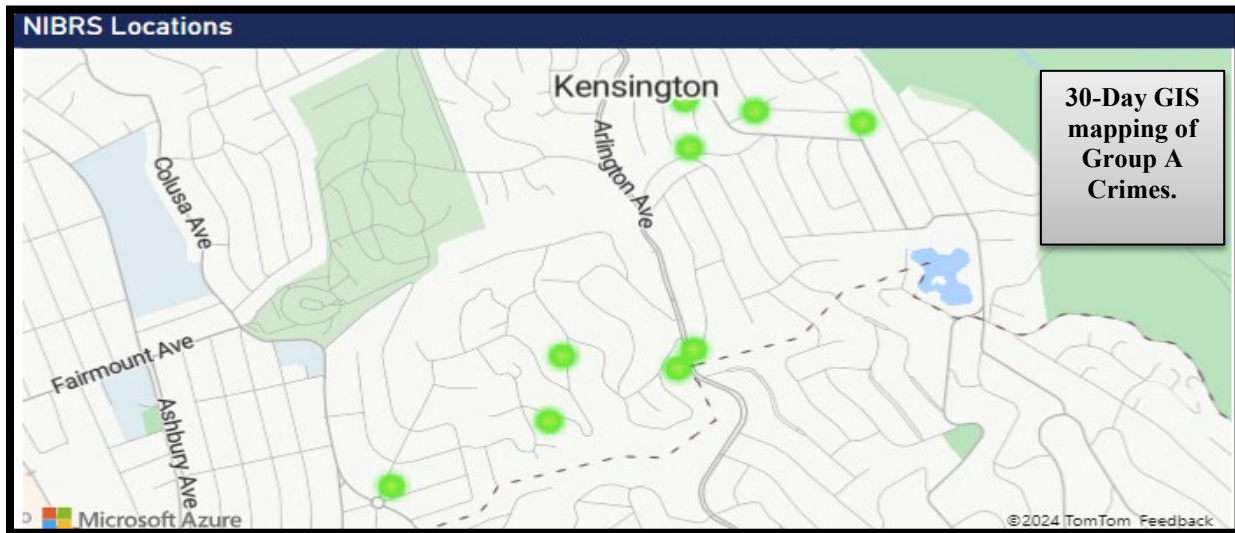
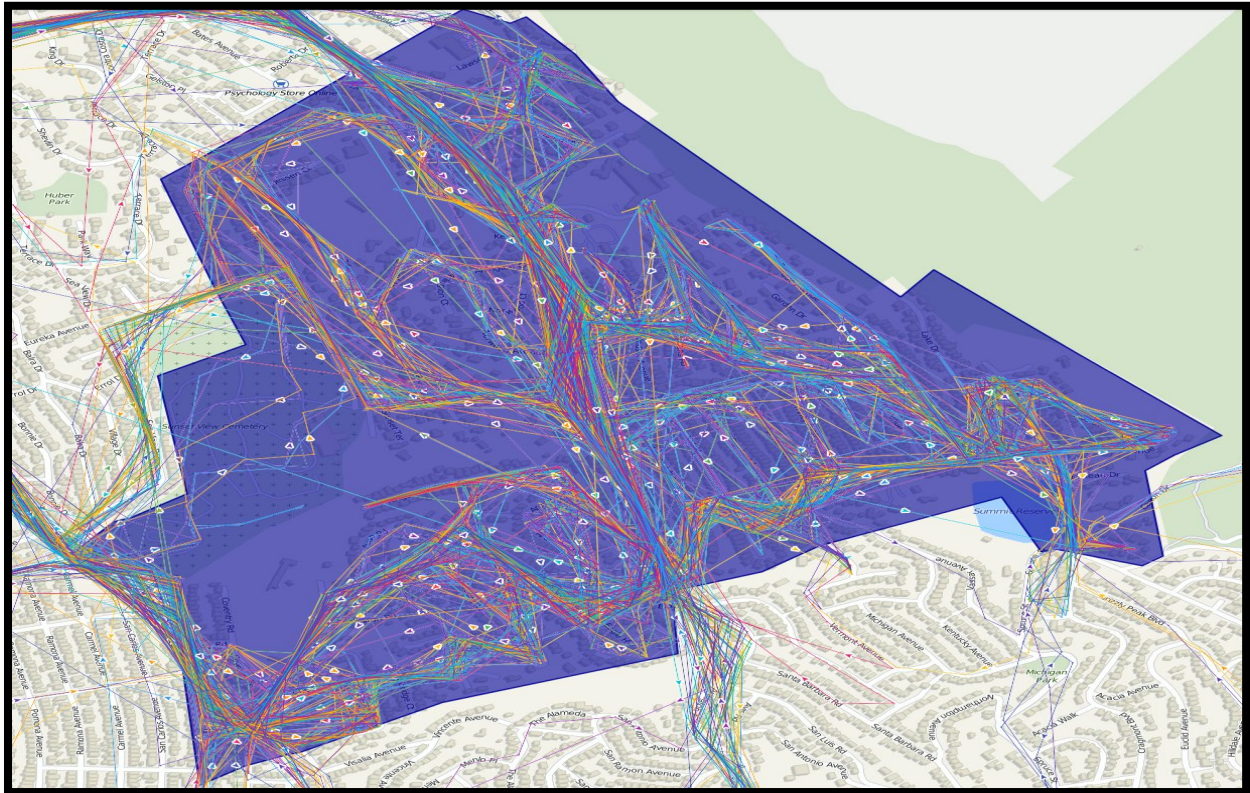


Figure 4. Patrol fleet mapping

Kensington's patrol fleet is tracked with GPS technology, allowing real-time mapping. Figure 4 depicts the Special District of Kensington boundary (dark blue), and the six colored lines represent black-and-white patrol car locations inside the district throughout the month.



Activity Log

Sept 1: Officers responded to a rollover collision with injuries on Arlington Avenue. A report was taken.

Sept 3: Officers responded to a report of license plate theft on Berkeley Park Blvd. A report was taken.

Sept 4: There was an auto burglary report on Coventry Road. The victim identified the suspect, and the investigation is ongoing.

Sept 5: Officers responded to the police department for a civil detail. A report was taken.

Sept 6: Officers responded to a hit-and-run collision on Arlington Avenue. The investigation is ongoing.

Sept 12: Officers contacted a person on Grizzly Peak Blvd who was a fugitive with an active warrant from Siskiyou County. The suspect was arrested and transported to the Martinez Detention Facility without incident.

Sept 15: Officers were dispatched to a suspicious circumstance detail on Arlington Avenue. A report was taken.

Sept 16: Officers responded to a parking complaint on Yale Avenue, and a vehicle with an expired registration for over nine months was impounded. A report was filed.

Sept 19: Police were dispatched to Coventry Road for a vehicle tampering detail. A report was taken.

Sept 21: Officers assisted El Cerrito PD with a photo line-up during an active investigation. A supplemental report was generated.

Sept 22: Officers responded to a commercial burglary on Arlington Avenue. Using Flock community safety cameras, officers identified the suspect vehicle and license plate. The investigation is ongoing.

Sept 23: Officers responded to a report of license plate theft on Berkeley Park Blvd. A report was taken.

Sept 24: Officers responded to Willamette Avenue/Highland Blvd for a suspicious person detail. The suspect was contacted and identified, and no further action was taken.

Sept 30: Officers responded to the area of Purdue Avenue for a report of a possible assault. A report was taken, and the investigation is ongoing.

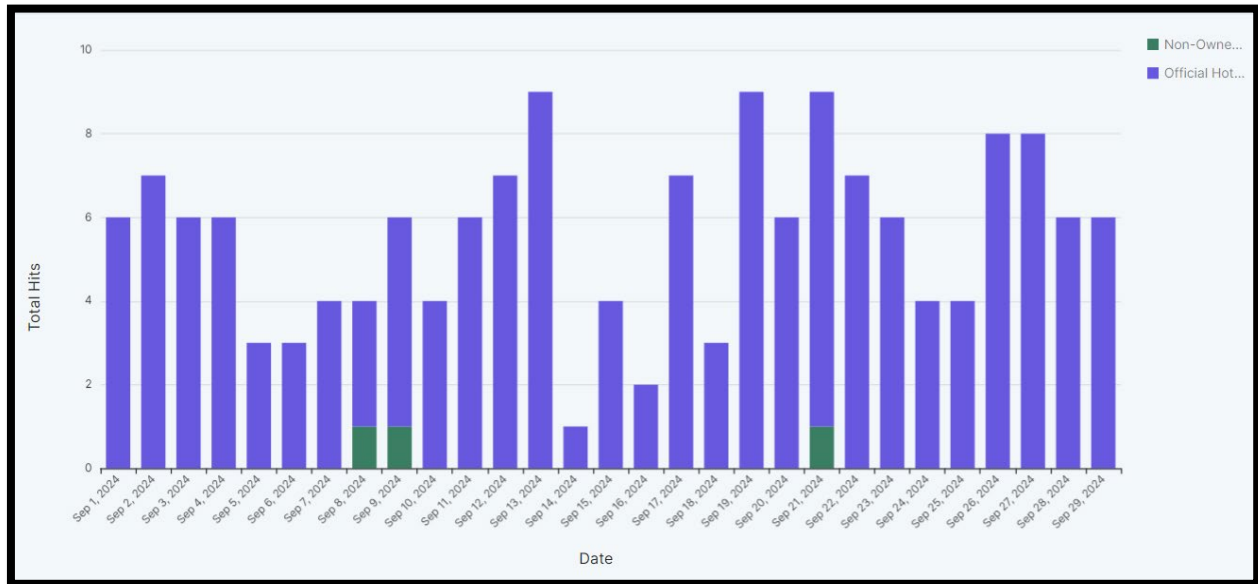
Sept 30: Officers responded to St. Albans Road for a report of an identity theft. A report was taken.

Community Safety Cameras

The number of stolen vehicles detected in Kensington decreased to 1 for September. Further, the Flock cameras helped identify a suspect in a stolen vehicle investigation.



August Data Captured – five (5) cameras			
Type	Stolen Plates	Stolen Vehicle	Felony Warrant
Count	158	1	0



Training

This month's training initiatives were strategically designed to enhance operational effectiveness while ensuring compliance with POST State training regulations and addressing the contemporary needs of our officers.

Sgt. Lande participated in the California Highway Patrol's Collision Report Review Course, aimed at refining our traffic collision investigation processes. This training underscores our commitment to improving traffic safety and investigative accuracy within our community.

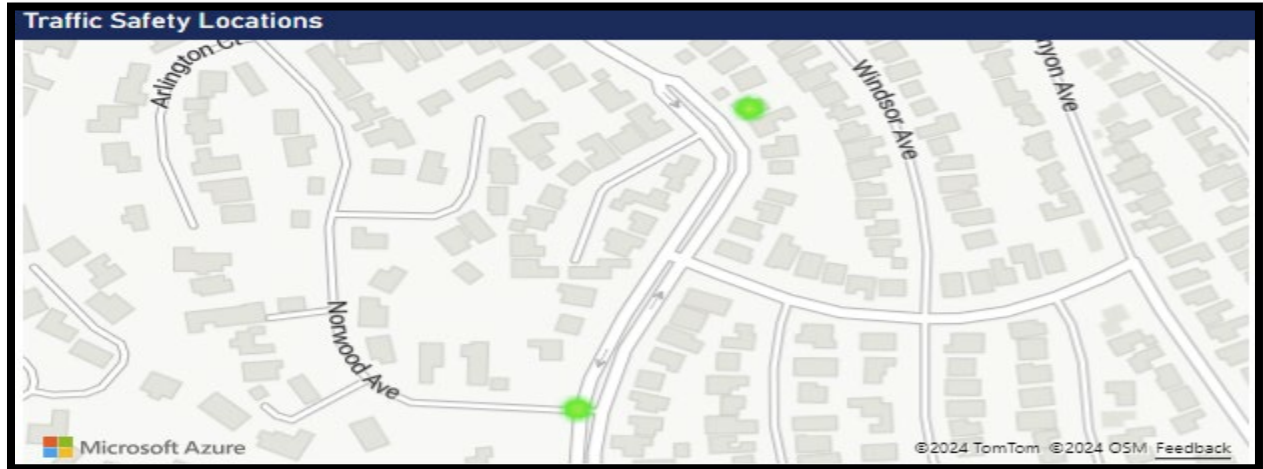
Sgt. Rivera successfully completed the FTO Update course from CA POST, fulfilling the recertification requirements and reinforcing our commitment to high standards in field training.

Officers Gill, Payne, and De Santiago attended Advanced Officer Training (AOT) alongside El Cerrito PD, engaging in force options scenario training in Antioch. These scenarios were tailored to reflect recent events in Contra Costa County, focusing on critical areas such as decision-making, use-of-force, and de-escalation techniques. Additionally, officers completed training for our new e-citation program, which promises to enhance safety and efficiency in our operations. This contemporary approach will significantly reduce the time officers spend processing paper tickets, allowing them to dedicate more time to community engagement and proactive policing.

The Kensington Police Department remains dedicated to the continuous professional development of our officers, ensuring both officer and public safety as we adapt to the evolving landscape of law enforcement.

Traffic Safety

Traffic collisions were down 50% compared to August. Officers investigated 1 misdemeanor hit-and-run collision and one non-injury collision.



Chief of Police

We would like to share a significant incident highlighting the effectiveness of the **Flock Community Safety Cameras**.

On September 30, officers responded to a report of a stolen trailer in the 700 block of Wellesley Avenue. The victim reported that an unknown male driving a Dodge truck stole his trailer in front of his home. A neighborhood canvas provided a detailed description of the vehicle, which was subsequently cross-referenced with the Flock cameras. Over the next two days, officers identified the suspect and vehicle through camera footage, noting the driving patterns in our jurisdiction and neighboring areas. With assistance from the El Cerrito Police Department, the suspect's vehicle was located following a KPD alert. On October 2, officers conducted a traffic stop, safely apprehending the driver, who was then transported to the Martinez Detention Facility on multiple charges related to the theft. During follow-up communication with the victim, additional stolen items were reported. Under Miranda advisement, the suspect confessed to the theft and provided information about the whereabouts of these items. KPD personnel then undertook further investigative steps, including obtaining and serving search warrants in the City of Richmond. As a result, additional stolen items were recovered and returned to the victims, leading to further charges against the suspect. Collaborating with El Cerrito and Richmond Police Departments, KPD confirmed connections to a series of local crimes during this operation.

This incident underscores the vital role that the Flock Community Safety Cameras played in the investigation. It exemplifies the district's significant investment in tools that enhance our capabilities and lead to positive outcomes for our community.

Community

The "Police in the Park" event, hosted by the Police Department at Kensington Community Park, was a resounding success and a testament to the strong bond we share with our community. Seeing so many families, teachers, and community members come together, enjoying cookies, snacks, and refreshments while engaging with our officers was heartwarming. The smiles on the faces of the children and the enthusiastic conversations highlighted the positive relationship between the police department and the community we serve. We were honored to have Board President D. Spath in attendance, supporting our efforts and witnessing our commitment to transparency and connection. Thank you to everyone who joined us; your presence made the event truly special. Here are some photos capturing the joy and camaraderie of the day. We are incredibly proud of our community and look forward to hosting more events like this in the future!



The KCC hosted a Movie Night showing of Wonka at Kensington Community Park. Kensington officers were on hand to ensure the attendees' safety and security.



Kensington officers also participated in the West Contra Costa County Safety Day on September 21 in El Cerrito. This is a well-attended annual event in West Contra Costa County

Albany, El Cerrito and Kensington Present.

WEST COUNTY Safety Day

- ✓ FIRE AND LAW ENFORCEMENT FROM WITHIN WEST COUNTY
- ✓ POLICE CANINE DEMONSTRATION
- ✓ FLYING DRONE PRESENTATION
- ✓ GUEST APPEARANCE BY "SPARKY THE FIRE DOG" AND MUCH MORE!

SATURDAY, SEPTEMBER 21, 2024
11:00 AM - 3:00 PM

EL CERRITO PLAZA
EL CERRITO, CA 94530

MORE DETAILS ☎ (510) 215-4450 ✉ fire@ci.el-cerrito.ca.us 🌐 🇺🇸 🇨🇦 🇨🇦 🇨🇦 🇨🇦



Coming Soon

Saturday, October 26th, National Prescription Drug Take Back Day



Location – NORTH Parking Lot
Unitarian Universalist Church of Berkeley
1 Lawson Road
Kensington, CA 94707

Saturday, October 26, 2024
10 am – 2 pm



Date: October 12, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: General Manager's Report for September 7, 2024 through October 5, 2024

The following items were addressed by the IGM:

- A Zoom LAFCO discussion with the Executive Director to better understand the process of moving forward with reorganization, which included costs for such.
- A Zoom webinar with the County and their consultants regarding the hazard mitigation plan updates and requirements.
- A phone meeting with a local Scout who is interested in performing improvements to the park in conjunction with his Eagle Scout Project.
- A meeting with the Survey Ad Hoc Committee of President Spath and Director Gough to discuss a community survey project.
- A meeting at the 79 Arlington site with the owner, two directors, surveyor and landscaper in an attempt to resolve the encroachment issue.
- Various discussions and follow up regarding the current medical retirement costs to the district in conjunction with having a GASB 75 Actuarial Audit done to determine the District's liability over the next few years.
- A meeting was held with the Police Officers Association representative, the Chief and the board president to make sure all parties were on the same page regarding the existing M.O.U. and medical retirement.
- A Zoom meeting between the IGM and the Police Officers Representatives with the POA representatives presenting their list of items they would like to see incorporated in a new M.O.U.
- A phone discussion regarding The Paths in Kensington.
- Various discussions with the General Manager of the KFPD regarding our operations and preparing and presenting information to Ridgeline for the joint fiscal analysis.
- Worked with the Board President to submit a grant application to CALOES and FEMA.

General Manager's Report

October 12, 2024

Page 2 of 2

Exhibit(s)

- Parks Report
- Recreation Office Report October 2024
- KPPCSD OPEB Plan FYE June 30 2024
- Kensington 2024 Community Cleanup Statistics

** Geotechnical Studies and Fault Hazard Investigation Police Department Building Site Arlington Avenue, APN: 572-040-011Kensington, California is available on the website



Kensington Police Protection & Community Services District

Date: October 10, 2024

To: Board of Directors

From: Rosa Ruiz

Subject: Parks Report

The District office will be closed in observance of Columbus Day on Monday, October 14th, 2024.

Community Center:

1. Events at the center for October will be quite busy. Except for one weekend out of the whole month, which will be empty.
2. The Great Kensington Clean-Up Week was successful. Thirty-six broken tables, chairs, and other smaller items were disposed of on Wednesday, September 18. Thanks to Bay View.
3. We are in the process of scheduling maintenance for the Nana sliding doors.

Park:

1. Reservations for picnic tables are still going strong. Two to three tables are reserved every weekend. The maintenance team ensures that trash isn't overflowing.

Recreation Office Report prepared by Jenny Parks Kensington Community Council October 1, 2024

KASEP:

KASEP Fall session is in full swing, offering 75 classes to kids TK- 6th grade each week at the community center, park and recreation building.

Winter KASEP registration is scheduled for December 3rd and begins the week of January 6th.

Adult Classes - Fall Schedule

Tai Chi with Nobuo Nishi - Wednesdays & Fridays 9:30-11am -CC
Strength & Balance Yoga Tuesdays 8:30am & Thursday Gentle Yoga
11:30

Cardio Dance Class on Friday 11:30-12:30 Community Center

Cooking with April - Tuesdays 6-8pm CC Kitchen

Fall Stitch Art Class with Elaine Chu - October 26th 1-3pm -Recreation
Building

Good Guest Kensington Basket Weaving - October 14th

KCC & Other:

- Sneha Patel was voted in as new KCC Board member
- New KASEP Advisory Members Helen Liu and Charlee Martin
- Windows got cleaned and power washing of the front area of the recreation building in August.
- The field was raked and holes filled with dirt to avert tripping hazards
- Floors were cleaned and polished in the recreation building.
- KCC Fall Movie Night was a success with approx. 400 people in attendance on 9/21.
- Indigenous Peoples Day event for kids 8-12 will be on Monday, October 14th at the Recreation Building
- KCC Fall Picnic is scheduled for Sunday, October 20th, 2024
- Vitalant Blood Drive - Monday November 1st in the CC

**Kensington Police Protection and
Community Services District
OPEB Plan**

**Governmental Accounting Standards Board
(GASB) Statement 75
Actuarial Valuation Date: June 30, 2023
Measurement Date: June 30, 2023
Fiscal Year End: June 30, 2024**

Revised: October 4, 2024

October 4, 2024

OPEB CONSULTANTS AND ACTUARIES
231 SANSOME STREET, SUITE 300
SAN FRANCISCO, CALIFORNIA 94104
TEL: 415-512-5300
FAX: 415-512-5314

David Aranda
Interim General Manager
Kensington Police Protection and Community Services District
1000 East Victoria St.
Carson, CA 90747

**Re: Revised Kensington Police Protection and Community Services District GASB 75
Report for FYE June 30, 2024**

Dear Mr. Aranda,

Kensington Police Protection and Community Services District (the "District") has retained Nicolay Consulting Group to complete this valuation of the District's postemployment medical program (the "Plan") as of June 30, 2023 measurement date compliant under Governmental Accounting Standards Board (GASB) Statement 75.

The purpose of this valuation is to determine the value of the expected postretirement benefits for current and future retirees and the Net OPEB Liability and OPEB Benefit Cost for the fiscal year ending June 30, 2024. The amounts reported herein are not necessarily appropriate for use for a different fiscal year without adjustment.

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

The actuarial calculations were completed under the supervision of Tina Haugbro and Sue Simon. They are members of the American Academy of Actuaries who meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in the actuarial valuation is complete and accurate. In our opinion, assumptions as approved by the plan sponsor are reasonably related to the experience of and expectations for the Plan.

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

Respectfully submitted,
NICOLAY CONSULTING GROUP



Tina D. Haugbro EA, MAAA
Consulting Actuary



Sue Simon ASA, MAAA, EA, FCA
Vice President & Senior Actuary

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Section I Management Summary

A) Highlights

Summary of Key Valuation Results

Total Change in TOL	2023	2022
<u>Present Value of Future Benefits:</u>		
Active	\$683,045	\$383,475
Retiree	1,603,635	1,834,041
Total	\$2,286,680	\$2,217,516
<u>Actuarial Accrued Liability or Total OPEB Liability (TOL)</u>		
Active	\$100,301	\$42,707
Retiree	1,603,635	1,834,041
Total	\$1,703,936	\$1,876,748
Plan Fiduciary Net Position (i.e. Fair Value of Assets)	2,143,717	2,014,933
Net OPEB Liability (NOL)	(\$439,781)	(\$138,185)
Plan Fiduciary Net Position as a percentage of the TOL	126%	107%
Aggregate OPEB Expense / (Income) (Exhibit 4)	\$36,755	(\$115,437)
Covered Payroll	\$987,070	N/A
Schedule of contributions for measurement period ending June 30:		
Actuarially determined contributions (Exhibit 7)	\$29,771	\$0
Actual contributions	186,846	201,478
Contribution deficiency/(excess)	(\$157,075)	(\$201,478)
Employer's Share of Benefit Payments	\$186,846	\$201,478
Demographic data for measurement period ending June 30:		
Number of active members	5	6
Number of retired members and beneficiaries	12	15
Inactive Participants with deferred benefits	0	0
Total Participants	17	21
Key assumptions as of the Measurement Date:		
Discount rate	6.00%	6.00%
<u>Initial Trend Rate</u>		
Pre-65	7.64%	5.20%
Post-65	4.85%	4.00%
Ultimate Rate	4.50%	4.00%
Year Ultimate Rate is Reached	2052	2065

Section I Management Summary

B) GAP Analysis

The Total OPEB Liability has decreased \$172,812 from \$1,876,748 as of June 30, 2022 to \$1,703,936 as of June 30, 2023. See table below for details.

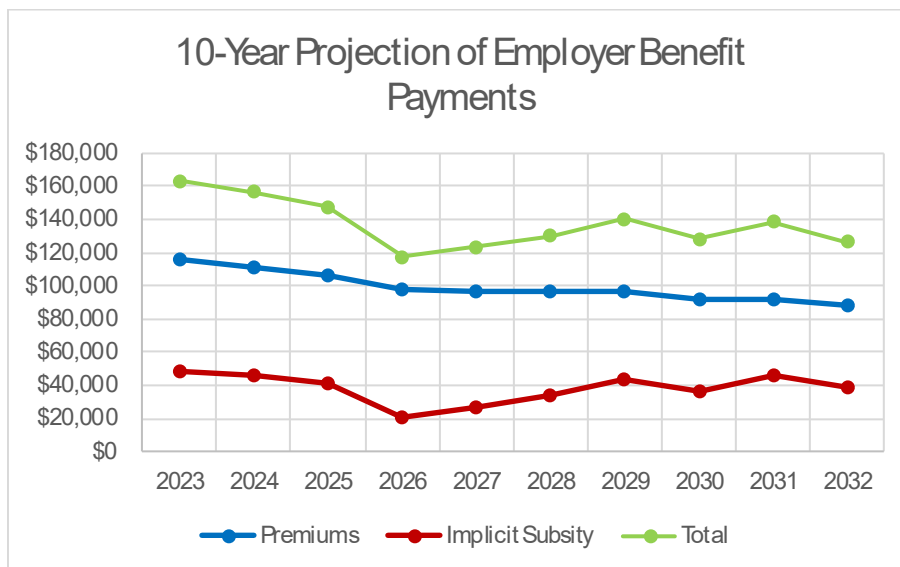
Change in TOL	Amount	Percentage
Expected Benefits Earned, Benefit Payments and Interest	\$11	1%
Liability Experience		
Actual Demographic and Other Experience	(\$370)	(20%)
New Premiums	\$129	7%
Total Liability Experience	(\$241)	(12%)
Changes in Assumptions		
Change in Trend	\$55	3%
Change in Decrements (CalPERS 2021 Exp Study)	\$2	0%
New Discount Rate	\$0	0%
Total Assumption Change	\$57	3%
Changes in Benefit Terms		
Benefit Change	\$0	0%
Total Benefit Change	\$0	0%
Total Change in TOL	Amount	Percentage
Expected Benefits Earned, Benefit Payments and Interest	\$11	1%
Liability Experience	(\$241)	(12%)
Changes in Assumptions	\$57	3%
Amendments	\$0	0%
Total	(\$173)	(9%)

Section I Management Summary

C) 10 – Year Projection of Employer’s Benefit Payments

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

Plan Year Beginning 7/1	Employer’s Share of Premiums	Implicit Subsidy	Total
2023	\$115,254	\$47,733	\$162,987
2024	\$111,062	\$45,438	\$156,500
2025	\$106,415	\$40,789	\$147,204
2026	\$97,260	\$20,144	\$117,404
2027	\$96,955	\$26,108	\$123,062
2028	\$96,814	\$33,373	\$130,187
2029	\$96,560	\$43,540	\$140,100
2030	\$91,902	\$36,113	\$128,015
2031	\$92,024	\$46,525	\$138,549
2032	\$87,863	\$38,314	\$126,177



Section I Management Summary

D) Breakdown of Explicit and Implicit Liabilities

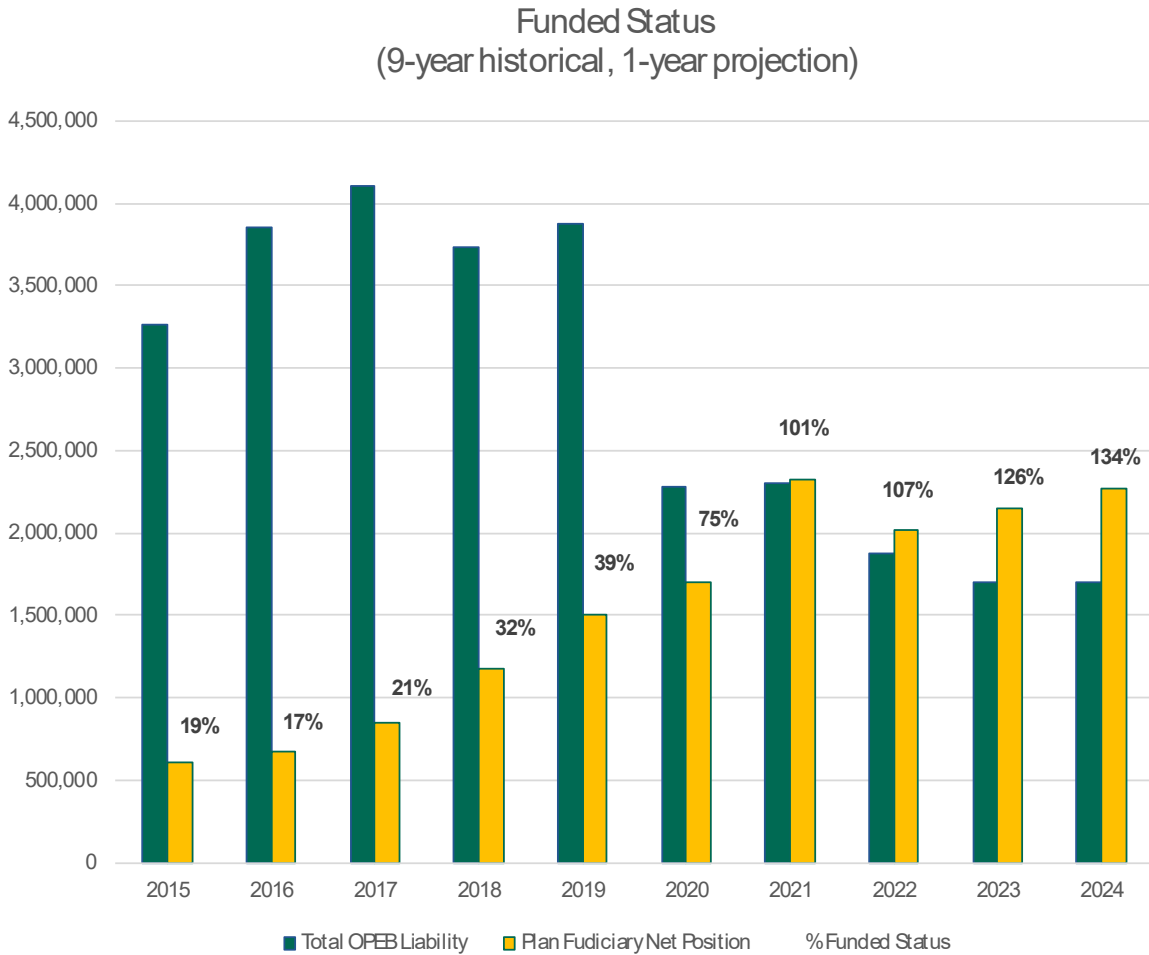
	Explicit	Implicit	Total
Present Value of Future Benefits			
Actives	\$230,668	\$452,377	\$683,045
Retirees	1,091,267	512,368	1,603,635
Total	\$1,321,935	\$964,745	\$2,286,680
Actuarial Accrued Liability			
Actives	\$35,403	\$64,898	\$100,301
Retirees	1,091,267	512,368	1,603,635
Total	\$1,126,670	\$577,266	\$1,703,936
Normal Cost 2023-2024	\$22,886	\$42,878	\$65,764



Section I Management Summary

E) Funding Progress

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



Section II GASB 75 Exhibits

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

	2023	2022
<u>Total OPEB Liability</u>		
Service cost	\$85,414	\$45,057
Interest	112,124	163,711
Change of benefit terms	0	(400,013)
Differences between expected and actual experience	(240,803)	(164,207)
Changes of assumptions	57,299	130,983
Benefit payments	(186,846)	(201,478)
Net change in Total OPEB Liability	(\$172,812)	(\$425,947)
Total OPEB Liability – beginning (a)	\$1,876,748	\$2,302,695
Total OPEB Liability – ending (b)	\$1,703,936	\$1,876,748
<u>Plan Fiduciary Net Position</u>		
Contributions – employer	\$186,846	\$201,478
Contributions – employee	0	0
Net investment income	129,369	(311,417)
Benefit payments	(186,846)	(201,478)
Administrative expense	(585)	(589)
Other	0	0
Net change in Plan Fiduciary Net Position	\$128,784	(\$312,006)
Plan Fiduciary Net Position – beginning (c)	\$2,014,933	\$2,326,939
Plan Fiduciary Net Position – ending (d)	\$2,143,717	\$2,014,933
Net OPEB Liability - beginning (a) – (c)	(\$138,185)	(\$24,244)
Net OPEB Liability – ending (b) – (d)	(\$439,781)	(\$138,185)
Plan Fiduciary Net Position as a percentage of the TOL	126%	107%
Covered employee payroll	\$987,070	N/A
NOL as percentage of covered employee payroll	-45%	N/A

Section II GASB 75 Exhibits

B) Summary of Change I Net OPEB Liability (Exhibit 2)

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
Measurement as of June 30, 2022:	\$1,876,748	\$2,014,933	(\$138,185)
Recognized Changes Resulting from:			
▪ Service cost	\$85,414	\$0	\$85,414
▪ Interest	112,124	0	112,124
▪ Diff. between exp and actual experience	(240,803)	0	(240,803)
▪ Changes of assumptions	57,299	0	57,299
▪ Net investment income	0	129,369	(129,369)
▪ Benefit payments	(186,846)	(186,846)	0
▪ Contributions – employer	0	186,846	(186,846)
▪ Contributions – employee	0	0	0
▪ Administrative expense	0	(585)	585
▪ Change of benefit terms	0	0	0
Net Changes	(\$172,812)	\$128,784	(\$301,596)
Measurement as of June 30, 2023:	\$1,703,936	\$2,143,717	(\$439,781)

Section II GASB 75 Exhibits

C) Derivation of Significant Actuarial Assumptions

Long-term Expected Rate of Return – As of June 30, 2023, the long-term expected rates of return for each major investment class in the Plan’s portfolio are as follows:

Investment Class	Target Allocation	Long-Term Expected Real Rate of Return ¹
Equity	60.00%	5.07%
Fixed Income	32.00%	1.56%
REITs/TIPS	8.00%	4.53%

¹JPMorgan arithmetic Long Term Capital Market assumptions and expected inflation of 2.50%.

The above table shows the target asset allocation in the CERBT Strategy 1 investment policy.

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

Above are the arithmetic long-term expected real rates of return by asset class for the next 10 years as provided in a report by JP Morgan. For years thereafter, returns were based on historical average index real returns over the last 30 years assuming a similar equity/fixed investment mix and a 2.50% inflation rate. Investment expenses were assumed to be 10 basis points per year. These returns were matched with cash flows for benefits covered by plan assets and the Fidelity 20yr General Obligation Bond index was matched with cash flows not covered by plan assets to measure the reasonableness of the choice in discount rate.

	June 30, 2023	June 30, 2022
Discount Rate	6.00%	6.00%
Long-term Rate of Return	6.00%	6.00%
Fidelity 20yr GO Bond Index	3.86%	3.69%

Section II GASB 75 Exhibits

D) Sensitivity Analysis (Exhibit 3)

Sensitivity of the Net OPEB Liability to changes in the discount rate – The following presents the District’s Net OPEB Liability if it were calculated using a discount rate that is 1% point lower (5.00%) or 1% point higher (7.00%) than the current rate:

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

Net OPEB Liability as of the June 30, 2023 measurement date: (\$439,781).

Sensitivity Analysis:

	Net OPEB Liability	\$ Change	%Change
Discount Rate			
1%	(\$587,938)	(\$148,157)	-34%
Base	(\$439,781)		
-1%	(\$262,862)	\$176,919	40%
Trend Rate			
1%	(\$337,960)	\$101,821	23%
Base	(\$439,781)		
-1%	(\$514,822)	(\$75,041)	-17%

Section II GASB 75 Exhibits

E) Schedule of OPEB Expense (Exhibit 4)

Measurement Period Ending:	June 30, 2023	June 30, 2022
Components of OPEB Expense:		
Service Cost	\$85,414	\$45,057
Interest on the Total OPEB Liability (Exhibit 5)	112,124	163,711
Projected Earnings on OPEB Plan Investments (Exhibit 6)	(120,878)	(169,990)
Employee Contributions	0	0
Administrative Expense	585	588
Changes on Benefit Terms	0	0
Recognition of Deferred Resources Due to:		
▪ Changes of Assumptions	48,948	(54,019)
▪ Differences between Expected and Actual Experience	(128,995)	(142,276)
▪ Differences Between Projected Actual Earnings on Assets	39,557	41,492
Aggregate OPEB Expense/(Income)	\$36,755	(\$115,437)

Section II GASB 75 Exhibits

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

	Amount for Period a	Portion of Period b	Interest Rate c	Interest on the Total OPEB Liability a*b*c
Beginning Total OPEB Liability	\$1,876,748	100%	6.00%	\$112,604
Service Cost	\$85,414	100%	6.00%	5,125
Benefit payments	(\$186,846)	50%	6.00%	(5,605)
Total Interest on the TOL				\$112,124

Section II GASB 75 Exhibits

G) Projected Earnings on OPEB Plan Investments (Exhibit 6)

Total Projected Earnings	Amount for Period a	Portion of Period b	Projected Rate of Return c	Projected Earnings a*b*c
Beginning Plan Fiduciary Net Position	\$2,014,933	100%	6.00%	\$120,896
Employer Contributions	\$186,846	50%	6.00%	5,605
Employee Contributions	\$0	50%	6.00%	0
Benefits payments	(\$186,846)	50%	6.00%	(5,605)
Administrative Expense and Other	(\$585)	50%	6.00%	(18)
Total Projected Earnings				\$120,878

Comparison of Projected and Actual Investment Earnings Investments

Total Projected Earnings	\$120,878
Actual Net Investment Income	129,369
Difference Between Projected and Actual Earnings on Assets	(\$8,491)

Section II GASB 75 Exhibits

H) Schedule of Contributions (Exhibit 7)

Measurement Period Ending:	June 30, 2023	June 30, 2022
Actuarially Determined Contribution	\$29,771	\$0
Contributions to the Trust	\$0	\$0
Pay-go Payments by Employer Unreimbursed by the Trust	149,153	165,490
Active Implicit Rate Subsidy Transferred to OPEB	37,693	35,988
Total OPEB Contributions	\$186,846	\$201,478
Covered-employee payroll	\$987,070	N/A
Contributions as a percentage of covered-employee payroll	19%	N/A

¹Employers setting a discount rate based on the assumption that assets will be sufficient to cover all future benefit payments under the plan are assumed to annually make contributions equal to the actuarially determined contribution. Annual contributions made that are substantially less than the ADC would require additional support for use of a discount rate equal to the long-term expected return on trust assets.

²Covered-Employee Payroll, as defined by GASB 75, is the total payroll of employees eligible for benefits under the OPEB plan.



Section II GASB 75 Exhibits

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

	Deferred Outflows of Resources	Deferred Inflows of Resources
Unrecognized Deferred Resources due to:		
▪ Differences between expected and actual experience	\$0	\$232,784
▪ Changes in assumptions	89,856	0
▪ Net difference between projected and actual earnings	153,700	0
Contribution to OPEB plan after measurement date ¹	177,368	0
Total	\$420,924	\$232,784

¹ Determined as of the fiscal year ending June 30, 2024

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

Fiscal Year Ended June 30	Recognized Deferred Outflows/(Inflows) of Resources
2025	(\$26,950)
2026	(30,764)
2027	70,187
2028	(1,701)
2029	(0)
Thereafter	0
Total Deferred Resources:	\$10,772

Section II GASB 75 Exhibits

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

Fiscal Year Established	Initial Amount	Initial Years	Years Left	Amount Recognized In FY 2024	Deferred Balances as of 06/30/24	
					Outflows	Inflows
Difference Between Expected and Actual Plan Experience						
2021	(277,547)	3.090	-	(8,084)	0	0
2022	0	3.090	0.090	0	0	0
2023	(164,207)	3.200	1.200	(51,315)	0	(61,577)
2024	(240,803)	3.460	2.460	(69,596)	0	(171,207)
Total	(\$682,557)			(\$128,995)	\$0	(\$232,784)
Change in Assumptions						
2021	(293,401)	3.090	-	(8,545)	0	0
2022	-	3.090	0.090	0	0	0
2023	130,983	3.200	1.200	40,933	49,117	0
2024	57,299	3.460	2.460	16,560	40,739	0
Total	(\$105,119)			\$48,948	\$89,856	\$0
Net Difference Between Projected and Actual Investment Earnings Investments						
2020	15,436	5.000	-	3,088	0	0
2021	60,594	5.000	1.000	12,119	12,118	0
2022	(351,170)	5.000	2.000	(70,234)	0	(140,468)
2023	481,407	5.000	3.000	96,282	288,843	0
2024	(8,491)	5.000	4.000	(1,698)	0	(6,793)
Total	\$197,776			\$39,557	\$300,961	(\$147,261)
Sub-Total					153,700	
Totals:				(\$40,490)	\$243,556	(\$232,784)
Net:					\$10,772	

Section II GASB 75 Exhibits

K) Reconciliation of the Net Position (Exhibit 10)

Measurement as of:	June 30, 2023	June 30, 2022
Total OPEB Liability (TOL)	\$1,703,936	\$1,876,748
Plan Fiduciary Net Position (PFNP)	2,143,717	2,014,933
Net OPEB Liability (NOL)	(\$439,781)	(\$138,185)
Deferred Inflows of resources (CR):		
▪ Differences between expected and actual experience	\$232,784	\$120,976
▪ Changes in assumptions	0	8,545
▪ Net difference between projected and actual earnings	0	0
Deferred Outflows of resources (DR):		
▪ Differences between expected and actual experience	0	0
▪ Changes in assumptions	89,856	90,050
▪ Net difference between projected and actual earnings	153,700	201,748
▪ Est. contributions post measurement date	177,368	186,846
Net Position	(\$627,921)	(\$487,308)

Reconciliation of Net Position	
Net Position at June 30, 2022	(\$487,308)
Aggregate OPEB Expense/(Income)	36,755
Total OPEB Contributions	(186,846)
Difference in Post-Measurement Contributions	9,478
Net Position at June 30, 2023	(\$627,921)

Post-Measurement Date Contributions Breakdown	7/1/23-6/30/24	7/1/22-6/30/23
Direct Contributions to the Trust	\$0	\$0
Employer Share of Retiree Premiums Unreimbursed by the Trust	129,635	149,153
Implied Subsidy Unreimbursed by the Trust	47,733	37,693
Total Post-Measurement Date Contributions	\$177,368	\$186,846

Section III Actuarially Determined Contributions

A) Actuarially Determined Contribution Projection

Reporting Year	2023 - 2024	2024 - 2025	2025 - 2026
		Projected¹	Projected¹
Actuarial Accrued Liability	\$1,703,936	\$1,700,477	\$1,692,399
Actuarial Value of Assets ²	2,143,717	2,272,340	2,408,680
Unfunded Actuarial Accrued Liability	(\$439,781)	(\$571,863)	(\$716,281)
Amortization Period ³	14	13	12
Normal Cost End of Year	\$69,052	\$72,505	\$76,130
Amortization of UAAL	(39,281)	(54,331)	(72,813)
Actuarially Determined Contribution	\$29,771	\$18,174	\$3,317
Discount Rate	6.00%	6.00%	6.00%
Expected Return on Assets	6.00%	6.00%	6.00%
Normal Cost Growth Rate	5.00%	5.00%	5.00%
Salary scale	3.25%		
Effective discount rate	2.66%		
Assets as % of AAL	126%		

¹ **Liability Projections:** We have assumed that i) the District funds according to their funding policy, ii) the Fund earns 6.00% per year, iii) the discount rate remains at 6.00%, iv) the Normal Cost component of the ADC increases by 5.00% per year, and v) salary grows at 3.25% per year throughout the projection period. We have assumed mid-year benefit cash flows in the Trust.

² **Asset Smoothing for Calculation of Unfunded:** Funding valuation calculates the unfunded liability using market value of assets. The District has not elected to use a smoothing methodology for the determination of the ADC, therefore the Actuarial Value of Assets is equal to the Market Value of Assets.

³ **Amortization Method of the Unfunded:** The District adopted a closed 30-year amortization period (with constant percentage of payroll), which is currently at 14 years as of June 30, 2023. If the unfunded becomes negative, the amortization payment offsets the Normal Cost.

Section III Actuarially Determined Contributions

B) Schedule of Funding Policy Contributions

Reporting Year	2023 - 24	2024 - 25	2025 - 26
Est. Pay-go	\$129,635	\$111,062	\$106,415
Est. Implicit Rate Subsidy	47,733	45,438	40,789
Est. Net Trust Contribution	0	0	0
Funding policy	\$177,368	\$156,500	\$147,204

The District’s funding policy is to contribute 100% of the ADC. Pay-Go payments are made outside of the trust.



Section IV Data

A) Summary of Demographic Information

The participant data used in the valuation was provided by the District as of June 30, 2023. It is assumed that this data is representative of the population as of June 30, 2024. While the participant data was checked for reasonableness, the data was not audited. The valuation results presented in this report are dependent upon the accuracy of the participant data provided. The table below presents a summary of the basic participant information for the active and retired participants covered under the terms of the Plan.

	2023	2022
Actives		
Counts	5	10
Average Age	42.0	38.0
Average Service	2.4	6.4
Retirees		
Under age 65	5	2
Age 65 and over	7	2
Total	<u>12</u>	<u>4</u>
Average Age	65.7	70.5
Average Age at Retirement	48.7	61.0
Inactive Participants with Deferred Benefits	<u>0</u>	<u>0</u>
Total Participants	17	14
Covered Dependents of Retirees		
Spouses/Domestic Partners	7	2
Children	0	0
Total	<u>7</u>	<u>2</u>
Total Participants and Covered Dependents	24	16

Section IV Data

B) Distributions of Participants by Age and Service

Age Group	Retired Participants*	Active Participant - Years of Service						Total
		0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25+	
<25	0	0	0	0	0	0	0	0
25 - 29	0	0	0	0	0	0	0	0
30 - 34	0	1	0	0	0	0	0	1
35 - 39	0	0	0	0	0	0	0	0
40 - 44	1	1	1	0	0	0	0	2
45 - 49	0	1	0	0	0	0	0	1
50 - 54	0	1	0	0	0	0	0	1
55 - 59	2	0	0	0	0	0	0	0
60 - 64	2	0	0	0	0	0	0	0
65 - 69	2	0	0	0	0	0	0	0
>70	5	0	0	0	0	0	0	0
Total	12	4	1	0	0	0	0	5

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

Section IV Plan Provisions Summary

A) Eligibility and Contribution Requirements

Plan Description

The District provides lifetime retiree medical coverage to eligible employees who retire at age 50 with 5 years of service, along with their dependents. The medical plan benefits are contracted with the California Public Employees’ Retirement System under the public Employees’ Medical and Hospital Care Act.

Benefits Provided

The District provides lifetime retiree medical coverage to eligible employees who retire at age 50 with 5 years of service, along with their dependents. The medical plan benefits are contracted with the California Public Employees’ Retirement System under the public Employees’ Medical and Hospital Care Act (PEMHCA).

Eligible retirees may enroll in any of the plans available through the PERS Program. For employees hired prior to January 6, 2020, the District contributes the entire cost of postemployment medical coverage up to a cap of 90% of the 2020 Kaiser Region 1 rate for the coverage level selected. The District contribution will not be less than the PEMCHA minimum.

Future employees whose date of hire is on or after January 6, 2020 will receive the PEMCHA minimum only.

	District Caps	
	Pre-Medicare	Post Medicare
EE	\$691.57	\$305.50
EE+Sp	1,383.14	611.00
Family	1,798.26	916.46



Section IV Plan Provisions Summary

A) Plan Description (continued)

Below are the 2023/24 health premiums for CalPERS Region 1, unless otherwise stated.

Pre-Medicare Premiums	2023 Plans	EE	EE+SP	EE+Fam
	Kaiser	\$913.74	\$1,827.48	\$2,375.72
	PERS Platinum	1,200.48	2,400.24	3,120.31
Post-Medicare Premiums	2023 Plans	EE	EE+SP	EE+Fam
	Kaiser	283.25	566.50	849.75
	PERS Platinum	420.02	840.04	1,260.06
PEMCHA Min				151.00
Pre-Medicare Premiums	2024 Plans	EE	EE+SP	EE+Fam
	Kaiser	\$1,021.41	\$2,042.82	\$2,655.67
	PERS Platinum	1,314.27	2,628.54	3,417.10
Post-Medicare Premiums	2024 Plans	EE	EE+SP	EE+Fam
	Kaiser	324.79	649.58	974.37
	PERS Platinum	448.15	996.30	1,344.45
PEMCHA Min				157.00

Plan Provision Changes

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

Section VI Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions

Discount Rate	6.00%, based on the District’s funding policy and CERBT Strategy 1 investment policy.
Net Investment Return	6.00%, based on the CERBT Strategy 1 investment policy.
Inflation	We assumed 2.50% annual inflation.
Payroll increases	3.25% annual increases.
Administrative Expenses	The administrative expense was \$589 for the measurement period ending June 30, 2023.

Health Care Trend	Year	Increase in Premium Rates	
	Beginning	Pre-65	Post-65
	2023	Actual	Actual
	2024	7.64%	4.85%
	2025	7.39%	5.00%
	2026	7.14%	5.00%
	2027	6.78%	5.00%
	2028	6.42%	5.00%
	2029	6.06%	5.00%
	2030	5.69%	5.00%
	2031	5.33%	5.00%
	2032-2033	5.00%	5.00%
	2034-2051	4.75%	4.75%
2052+	4.50%	4.50%	



Section VI Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (Continued)

Plan Distribution for Calculating Baseline Cost	Plan	Pre-Medicare	Post-Medicare
	Kaiser	75%	17%
	PERS Platinum	25%	83%
	Total	100%	100%
Average Per Capita Claims Cost (Baseline Cost)	\$1,038.98 Pre 65 Retiree & Spouse \$412.41 Post 65 Retiree & Spouse		
Medicare Coverage	We assumed that all future retirees will be eligible for Medicare when they reach age 65.		
Morbidity Factors	CalPERS 2021 Experience Study		
Population for Curving	CalPERS 2021 Experience Study		
Age-Weighted Monthly Claims Costs	Age	Retiree and Spouse	
	50	\$1,082	
	55	\$1,419	
	60	\$1,783	
	65	\$421	
	70	\$361	
	75	\$406	
	80	\$451	
	85	\$475	
Health Plan Participation	We assumed that 100% of eligible participants will participate in the medical.		

Section VI Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (Continued)

Mortality* The mortality rates used in this valuation are those used in the 2021 CalPERS valuations.

Pre-Retirement: CalPERS 2021 Mortality pre-retirement

Post-Retirement: CalPERS 2021 Mortality post-retirement

Age	Sample Mortality Rates			
	Pre-Retirement		Post-Retirement	
	Male	Female	Male	Female
55	0.20%	0.12%	0.39%	0.33%
60	0.29%	0.18%	0.58%	0.46%
65	0.40%	0.25%	0.86%	0.61%
70	0.59%	0.40%	1.33%	1.00%
75	0.93%	0.69%	2.39%	1.78%
80	1.52%	1.15%	4.37%	3.40%
85	0.00%	0.00%	8.27%	6.12%
90	0.00%	0.00%	14.54%	11.09%

Disability* None

Percent Married We assume 70% future retirees are married, and that male spouses are 3 years older than female spouses We assumed anyone covering a spouse would continue to cover in retirement.

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

Section VI Actuarial Assumption, Methods, & Considerations

A) Actuarial Assumptions (Continued)

Retirement*

We used the retirement rates that were used in the 2021 CalPERS Public Agency Safety 2.7% @ 57 for all actives hired on or after January 1, 2013.

	Years of Service					
	Age	5	10	15	20	25
3% @ 50 Police	50	12.4%	10.3%	11.3%	14.3%	24.4%
	55	7.0%	7.4%	8.1%	11.3%	20.9%
	60	15.0%	18.0%	15.9%	18.8%	24.7%
	65	100.0%	100.0%	100.0%	100.0%	100.0%
	Years of Service					
	Age	5	10	15	20	25
2.7% @ 57 Police	50	5.0%	5.0%	5.0%	5.0%	0.0%
	55	6.8%	6.8%	6.8%	9.1%	13.4%
	60	15.0%	15.0%	15.0%	15.0%	15.0%
	65	100.0%	100.0%	100.0%	100.0%	100.0%

Withdrawal*

Withdrawal rates based on a 2021 CalPERS demographic study for Safety Police.

Years of Service	Male	Female
5	12.98%	13.89%
10	2.69%	4.00%
15	1.45%	2.46%
20	0.83%	1.44%
25	0.60%	1.05%

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

Assumption Changes

The inflation rate has been updated from 2.26% as of June 30, 2022 to 2.50% as of June 30, 2023.

The average per capita claims cost was updated to reflect the actual 2023 and 2024 premiums. The health care cost trend rate was updated to reflect 2023 industry survey data.

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

Section VI Actuarial Assumption, Methods, & Considerations

B) Actuarial Methods

Actuarial Cost Method	<p>Entry Age Normal</p> <p>An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s). The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost.</p>
Amortization Methodology	<p>We used straight-line amortization. For assumption changes and experience gains/losses, we assumed Average Future Working Lifetime, averages over all actives and retirees (retirees are assumed to have no future working years). For asset gains and losses, we assumed 5 years.</p>
Financial and Census Data	<p>The plan sponsor provided the participant data, financial information and plan descriptions used in this valuation. The actuary has checked the data for reasonableness, but has not independently audited the data. The actuary has no reason to believe the data is not complete and accurate, and knows of no further information that is essential to the preparation of the actuarial valuation.</p>
Plan Fiduciary Net Position	<p>Market value of assets as of the measurement date</p>
Measurement Date	<p>June 30, 2023</p>
Valuation Date	<p>June 30, 2023</p>
Funding Policy	<p>The District intends to contribute the full Actuarial Determined Contributions (ADC) to the Plan each year. Contributions would be made up of cash contributions made to the trust as well as any benefit payments (implicit and explicit) unreimbursed by the trust.</p>
Valuation Model	<p>Results in this report were calculated with the assistance of ProVal actuarial valuation software. ProVal model was developed in 1994 and maintained by Winklevoss Technologies (WinTech). WinTech provides valuation and projection software for both pension and other postemployment benefit plans. We utilize ProVal in accordance with its intended purpose and have not identified any material inconsistencies in ProVal's assumptions nor outputs that would affect this valuation.</p>

Section VII Glossary

A) Key Terms

Actuarially Determined Contribution (ADC)	The annual contribution amount required to fund the plan based on an actuarial funding method. The intent of a funding method is to ensure enough assets would be set aside during the working careers of participants in a plan in order to fully pay all future benefits after participants retire.
Present Value of Future Benefits (PVFB)	The value, as of the valuation date, of the projected benefits payable to all members for their accrued service and their expected future service, discounted to reflect the time value (present value) of money and adjusted for the probabilities of retirement, withdrawal, death and disability
Actuarial Accrued Liability (AAL)	The portion of the actuarial present value of projected benefit payments that is attributed to past period of member service in conformity with the actuarial funding method. The actuarial accrued liability is the liability of the plan sponsor and represents how much assets should be set aside as of the current valuation date.
Normal Cost or Service Cost	The portion of the Present Value of Future Benefits attributed to employee service during the current fiscal year by the actuarial cost method. These terms are used interchangeably.
Unfunded Actuarial Accrued Liability	The amount of the actuarial accrued liability that has not yet been funded
Covered Payroll	Annual compensation paid (or expected to be paid) to active employees covered by an OPEB plan, in aggregate.
Other Postemployment Benefits (OPEB)	Retiree health care benefits and post-employment benefits provided separately from a pension plan (excluding termination offers and benefits).
Actuarial Value of Assets	Usually set equal to the market value of assets as of the valuation date. Sometimes, however, asset smoothing methods are used to reduce the impact of short term market volatility. In these cases the actuarial value of assets can be more or less than the market value. Often a corridor of up to 20% is used to cap how much the actuarial value of assets is more or less than the market value.
Implicit Subsidy	This phenomenon arises when active claims are mixed with pre-Medicare retiree claims to develop a single flat premium that both groups pay for medical coverage. The flat premium does not recognize that retirees generally have higher costs than active employees, thus active employees are subsidizing the retirees.

	A	B	C
1	Kensington 2024 Community Clean-up	2024 Tonnage	2023 Tonnage
2			
3	Garbage	109.64 tons	109.84 tons
4	Scrap	22.85 tons	15 tons
5	Ewaste	1.60 tons	1.5 tons
6	Hazardous Waste	9.50 tons	11 tons
7			
8	26 loads of garbage		
9	11 loads of scrap		
10	3 trucks working route each day		
11	8 men each day		
12			
13			
14	Residents did a good job setting material out		
15			
16	We gave away 8 bikes, 3 refrigerators, few		
17	pieces of furniture and some tables		
18			
19	There were some individuals scavanging		
20	in advance and at times when we were there		
21	picking up material.		
22			
23	Gave assistance to residents who asked and in		
24	one case had to remove a front door to remove		
25	a couch.		
26			
27	Residents followed directions regarding		
28	placing out hazardous waste away from regular		
29	material. The stops weren't quite as large for		
30	hazardous material, less material overall.		
31	It is amazing how OLD the material is.		
32	This is definitely a good service.		
33			
34	We picked up 10 large refrigerators, a bunch of		
35	small refrigerators, freezers and a couple wine		
36	fridges.		
37			
38	Met a lot of customers and enjoyed meeting		
39	new people.		



Date: October 10, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Discussion with the Board of Directors Regarding the Survey Process as Recommended by the Survey Ad Hoc Committee

Recommendation

Discussion with the Board of Directors regarding the survey process as recommended by the Survey Ad Hoc Committee.

Background

At the September Board of Directors meeting, there was a good discussion about obtaining a basic survey from the residents in Kensington. It was determined that an ad hoc committee would be formed and work with the IGM on developing a full plan for such a survey.

President Spath subsequently formed the ad hoc committee, comprised of Director Gough and himself. The committee has since met with the IGM to review survey specifics including proposed survey questions which will be shared with the board tonight for review and approval.

Proposed Survey Details:

1. **Objectives:**

The objectives of this brief, simple survey are 2-fold:

- i. To obtain a very general sense of community satisfaction with KPPCSD governance and services.
- ii. To obtain resident email addresses for future communications on critical district issues. We only have around 80 resident emails today.

2. **Administration and Distribution:**

- a. The survey will be created and analyzed by the online app Survey Monkey using questions approved by the Board. KPPCSD staff will also record and summarize the results of the sole open question.
- b. Residents will have 6 weeks to complete the survey, from January 15th - February 28th. Results will then be shared in the March board meeting.

- c. The notification of the availability for the survey can be provided with the following options:
 - i. Via email to the District's distribution list and possibly in partnership with other K-groups (KIC, KPOA, KFPD, KCC), who could distribute the survey QR code and URL to membership emails.
 - ii. Via a brief note in The Outlook describing the survey QR code and URL.
 - iii. Via a flyer with the survey QR code and URL posted wherever meeting agendas are posted.
 - iv. Via the District's quarterly newsletter (with BV Refuse) to all residents, which will provide the survey QR code and URL.
 - v. Via postcard to all residents with the survey QR code and URL (sent 1-2 weeks after the newsletter).
 - vi. Via hardcopies located at the library for residents to pick up/drop off, should they choose.

3. Content:

The survey is designed to be completed in under 15 minutes and to be given annually, with minimal effort and cost. Obviously, questions can be modified over time. The proposed questions, which may be modified as to form but not substance, are:

1. On a scale of 1-5, how would you rate your understanding of your local government, including the roles, responsibilities, and finances of the KPPCSD?
2. On a scale of 1-5, how satisfied are you with the KPPCSD governance and oversight for police, parks, recreation and solid waste?
3. On a scale of 1-5, how satisfied are you with the Kensington Police Department?
4. On a scale of 1-5, how satisfied are you with the condition and offerings of Kensington Park and Nielson Park?
5. On a scale of 1-5, how satisfied are you with your waste collections services as provided by Bay View Refuse and Recycling?
6. Yes or No, are you aware that the Community Center and other facilities at Kensington Park are available to rent for private gatherings?
7. In 150 words or fewer, please share any additional thoughts you have about KPPCSD operations, services, or governance.
8. Please give us your email to receive limited district communications on critical issues and events.

Other Issues:

- a. Basic instructions provided before the first question (e.g. must be over 15 yrs. of age)
- b. Single survey-taker
- c. Assurance of respondent confidentiality
- d. Email opt-in for future district communications.

4. Costs:

- a. Printing and distributing the quarterly newsletter with Bay View Refuse - \$1500
- b. Printing and mailing post cards - est. \$2000
- c. Survey Monkey Subscription (Individual Advantage Plan) - \$468 annually.



Date: October 12, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Approve an Amended Memorandum of Understanding between the Kensington Police Protection and Community Services District and the County of Contra Costa for meeting the requirements of the California Integrated Waste Management Act of 1989

Recommendation

Approve the Amended Memorandum of Understanding (MOU).

Background

This request is an administrative function between the County and KPPCSD regarding the need to meet all the requirements involved in our solid waste program.

Please note the changes made and ask any questions. The Board of Supervisors is scheduled to approve this later this month.

Exhibit(s)

- Amended Memorandum of Understanding Between the Kensington Police Protection and Community Services District and the County of Contra Costa for Meeting the Requirements of the California Integrated Waste Management Act of 1989

**SECOND AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN
THE KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT
AND THE COUNTY OF CONTRA COSTA
FOR MEETING THE REQUIREMENTS OF THE
CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT OF 1989**

This Amended Memorandum of Understanding ("Amended MOU") is entered into by and between the Kensington Police Protection and Community Services District, a public agency formed pursuant to California Government Code section 61000, et seq. (hereinafter "District") and the County of Contra Costa, a political subdivision of the State of California, (hereinafter "County"). District and County may be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

A. The County Board of Supervisors and the District Board of Directors represent, within their respective boundaries, the residents in the unincorporated area of Contra Costa County.

B. District is a community services district providing solid waste management, resource recovery and disposal services to residents and businesses within the unincorporated area of Contra Costa County known as Kensington.

C. The California Legislature has enacted the California Integrated Solid Waste Management Act of 1989, Chapter 1095, Statutes of 1989 (hereinafter "the ACT"). Amendments to the ACT have been adopted and others may be adopted in the future. The ACT is codified in California Public Resources Code section 40000 et seq.

D. The ACT requires that the County prepare and adopt a Source Reduction and Recycling Element (hereinafter "SRRE") and a Household Hazardous Waste Element (hereinafter "HHWE") for the unincorporated areas of Contra Costa County. The County has adopted these elements, which were approved by the State and are included in the Countywide Integrated Waste Management Plan for Contra Costa County. The ACT requires the County to implement diversion programs identified in the SRRE and HHWE. The County may modify and eliminate these programs and add new diversion programs from time to time as circumstances warrant. The SRRE programs and HHWE programs then in effect during the term of this Amended MOU will be referred to, respectively and individually, as the "SRRE Programs" and "HHWE Programs" and collectively as the "SRRE and HHWE Programs."

E. The ACT, as amended, also requires County to implement a commercial solid waste recycling program and a commercial organic waste recycling program (collectively "Commercial Recycling Programs"), and to prepare and submit annual reports to the State on County's progress in implementing these programs.

F. The ACT further requires the diversion of 50 percent of all solid waste through source reduction, recycling and composting activities. County is designated within the ACT as the responsible agency for meeting this waste reduction mandate in the unincorporated areas of Contra Costa County.

G. County and District have statutory powers to contract and enter into agreements.

H. District is authorized and empowered by State of California Community Services District Law, California Government Code section 61000 et seq., to collect and dispose of waste and garbage. On or about September 1, 1997, District entered into a franchise agreement with Bay View Refuse and Recycling Services, Inc. ("Bay View"), to provide solid waste collection and disposal services within District's jurisdictional boundaries.

I. Concurrently with the approval of the above franchise agreement, County and District entered into a Memorandum of Understanding (the "1997 MOU") for the purpose of meeting the mandates of the ACT with regard to the unincorporated territory of Contra Costa County within District's jurisdictional boundaries, and further coordinate with each other to facilitate County's achievement of the countywide goals pursuant to the ACT.

J. ~~Following the~~ District's 1997 franchise agreement with Bay View, ~~expired on August 30, 2015.~~ ~~the~~ District ~~has~~ entered into a new franchise agreement with Bay View, effective ~~September 1, 2015~~ October 23, 2014. The District's 2014 franchise agreement with Bay View, as amended, has a term through August 31, 2026.

K. The 1997 MOU ~~is scheduled to expire~~ on September 1, 2016. County and District ~~wish to enter~~ ed into ~~this an~~ Amended MOU to replace the 1997 MOU.

~~L. The Amended MOU expired on August 31, 2024. County and District now wish to enter into this Second Amended MOU to replace the Amended MOU-extend the term to August 31, 2034.~~

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, County and District agree as follows:

ARTICLE 1: PURPOSE OF THE AMENDED MOU

1.1 GENERAL. The purpose and Intent of this Amended MOU is to provide a representative, economical and effective means by which the unincorporated areas of Contra Costa County may achieve the waste reduction goals set forth in the ACT and County may satisfy reporting obligations to the State.

ARTICLE 2: FRANCHISE, ACT AND OTHER SOLID WASTE REQUIREMENTS

2.1 FRANCHISE. The current franchise agreement between District and Bay View, the term of which commenced on September 1, 2015, and, as amended, will expire on August 31, ~~2026~~2023 ("Franchise Agreement"), is attached as Exhibit A to this Amended MOU. County acknowledges that the Franchise Agreement provides for the implementation of recycling and organic waste collection and diversion services that are consistent with the SRRE. County further acknowledges that the Franchise Agreement authorizes District to modify the scope of services to be provided by Bay View, including mandating additional collection services necessary to meet the goals and mandates of the ACT and other laws regarding solid waste management or recycling, as may be adopted from time to time.

2.2 COUNTY PROGRAMS.

2.2.1 County intends to continue to implement the SRRE and HHWE Programs and the Commercial Recycling Programs, as required by State law, in the unincorporated area, including the Kensington area. District and County shall cooperate in the implementation of such programs as appropriate.

2.2.2 When the County submits its annual report to the State as required under Public Resources Code section 41821, the County shall provide District with a copy of the report to serve as notification of any new, modified or discontinued SRRE or HHWE Programs.

2.3 COORDINATING COMMITTEE. County and District may mutually determine to convene a coordinating committee, ~~District shall provide staff support to a coordinating committee~~ which consists of five members: one member of the District Board of Directors or the member's alternate, one District staff person, one representative of Bay View, one member of the County Board of Supervisors or the member's alternate, and one County staff person. If convened, District shall provide support staff to the coordinating committee. The purposes of the coordinating committee are to facilitate communications among County, District and Bay View and to assist in developing diversion programs in a cost effective manner.

2.4 DATA COLLECTION.

2.4.1 Pursuant to the ACT, as amended, the County is responsible for reporting specified information to the state periodically regarding solid waste disposal and diversion within the unincorporated areas of Contra Costa County. District agrees to implement monitoring, reporting and data collection methodologies as established by County from time to time in response to State requirements. District shall provide information to County in the computerized or non-computerized form (including format) as requested by County, in a timely manner.

2.4.2 District shall require Bay View to provide complete recycling reports in the form attached as Exhibit B to County on a quarterly and annual basis. The first quarterly report shall be submitted by November 15, ~~2024~~2016, for the prior July/August/September quarter, followed by quarterly reports on the following schedule:

February 15 for October/November/ December; May 15 for January/February/March; and August 15 for April/May/June. An annual report is due February 15, ~~2025~~~~2017~~, for calendar year ~~2024~~~~2016~~ and then each year thereafter on the same schedule. The scheduling and required content of these reports may be modified by County as needed from time to time.

2.4.3 District shall require Bay View to provide the following information for each calendar year to the County in writing no later than February 15 of each year for inclusion in County's annual report to the State:

- a) Evidence of outreach efforts by District and Bay View during the calendar year that pertained to commercial solid waste recycling or commercial organic waste recycling, including a copy of any District web page that contains information pertaining to either of these recycling programs.
- b) Samples of written notices, outreach materials and noncompliance letters sent by District or Bay View during the calendar year that pertained to commercial solid waste recycling or commercial organic waste recycling.
- c) The number of businesses that District deemed to be out of compliance with requirements of the commercial solid waste recycling or commercial organic waste recycling programs during the calendar year.
- d) Descriptions of any other related activities conducted or technical assistance provided by District or Bay View during the calendar year that pertained to commercial solid waste recycling or commercial organic waste recycling.

2.4.4 District shall provide to County the following information in a timely manner or by the applicable deadlines specified below:

- a) notification of any rate application received from contractor (copy of rate application to be made available upon request);
- b) notification of District's notice to contractor of rate decrease;
- c) notification of contractor's written notice of CPI rate change;
- d) notification of any rate change approved by District, including CPI change or rate reduction;
- e) copy of draft customer satisfaction survey, for County review and approval;

- f) copy of final customer satisfaction survey and recycling survey (at the time the surveys are provided to Kensington residents) and results;
- g) copy of draft annual customer information, for County review and approval;
- h) final copy of annual customer information;
- i) copy of draft waste reduction, recycling and HHWE promotional information, for County review and approval;
- j) final copy of waste reduction, recycling and HHWE promotional information, at the time the information is provided to Kensington residents;
- k) notification of the number of Bay View's customers and types of services provided as of December 31 of each year;
- l) notification regarding any requested or planned changes in collection services provided under the Franchise Agreement (including but not limited to types of materials collected for recycling or composting and methods and frequency of collection);
- m) copy of notice from contractor of intent to change disposal site for solid waste and/or intent to change delivery site for recyclables (including green waste) or reusables;
- n) copy of request by contractor for authority not to collect materials for which there is no adequate market, for County review and approval;
- o) copy of any written notice of breach sent by District to the contractor; and
- p) copy of any proposed or approved amendment, modification, notice of termination, request to assign, assignment and consent to assignment of the Franchise Agreement.

County shall have 30 days to review drafts submitted under e), g), and i), and respond to District with any reasonable modifications. If District does not receive a response to within 30 days, it may assume that County has approved a draft as submitted. County shall have 30 days to review and respond to requests submitted under subparagraph n). If District does not receive a response to such a request within 30 days, it may assume that County has approved the request.

2.5 PUBLIC INFORMATION. District shall provide a means for County to disseminate information to individual customers relating to the SRRE and/or HHWE. If dissemination of information will be through customer billings, District shall inform

County of applicable deadlines for including information with customer billings. In addition, District will arrange for distribution to individual customers of other materials provided by County related to environmental programs at no cost to County other than direct costs such as incremental postage.

2.6 DISTRICT PROGRAMS.

2.6.1 District will implement the SRRE and HHWE Programs in good faith and in a manner that is reasonably calculated to achieve the County's diversion mandate under the ACT.

2.6.2 District shall design and modify programs and/or rate structures as needed to meet the overall goals and requirements of the ACT, as amended. Specifically, District will implement each of the selected SRRE and HHWE Programs that require implementation by franchisor agencies and/or haulers. District will provide local publicity and generate local interest in solid waste and diversion programs, provide locations for activities such as compost workshops, determine any special needs that the community may have in regards to solid waste pickup services, including recycling and green waste and work with County staff to develop "reduce, reuse and recycle" programs that will be effective in the Kensington community. District shall notify County of the implementation of any "reduce, reuse, recycle" programs required for the implementation of the SRRE or HHWE or overall compliance with the ACT. The SRRE and HHWE Programs and other programs that must be implemented to comply with the ACT shall not be reduced or eliminated by Bay View or District unless agreed upon in advance in writing by County's Conservation and Development Director.

2.6.3 If County considers District's implementation of one or more such programs to be inadequate (as measured against the description of the program and its anticipated impact on waste diversion), County may bring the matter to the attention of the Coordinating Committee. If, thereafter, County continues to consider District's implementation to be inadequate, County may notify District in writing specifying the deficiency and proposing specific changes. If District does not implement the changes in a reasonable time, County may independently arrange for the implementation of such program changes and may require District to pay the costs thereof.

2.7 HOUSEHOLD HAZARDOUS WASTE PROGRAM. District shall be responsible for its pro rata share of costs incurred by County in implementing the HHWE. In order to accomplish this, District will include in Bay View's rates, as a pass through expense, the amount of County's actual or projected HHWE costs for each year. County will bill Bay View directly for the amount invoiced by the operator of the West County Household Hazardous Waste Facility based on the actual number of Kensington users. District shall require Bay View to mail the payment requested on behalf of the operator to the County directly within 30 days of receiving County's billing.

2.8 FRANCHISE FEES. District shall include in the rates charged by Bay View, a Franchise Fee in an amount determined by County, to pay for County expenses and costs incurred in implementing the SRRE and HHWE, the Commercial Recycling

Programs and other costs incurred in connection with solid waste management and diversion, including, but not limited to, costs associated with this MOU. Unless otherwise directed by County, the Franchise Fee to be paid to County shall be 3% of Bay View's gross receipts. County shall not increase the Franchise Fee above 3% unless County's costs of administering solid waste and diversion programs, including but not limited to costs of implementing the SRRE, HHWE, and the Commercial Recycling Programs, exceed the then applicable Franchise Fee. Any increase shall be proportional to District's share of the costs. If County's costs of administering solid waste and diversion programs, including costs of implementing the SRRE, HHWE and the Commercial Recycling Programs, decreases, District may request a decrease in the Franchise Fee. District shall have no duty to defend County in any suit challenging County's Franchise Fee. County shall have no duty to defend District in any suit challenging the rates charged by Bay View.

2.9 FREE SERVICE FOR COUNTY. District shall provide solid waste collection and disposal services at those County buildings within the District's jurisdictional boundaries (currently, the Library) designated by the Director of Conservation and Development from time to time, at no charge to County.

2.10 COUNTY AUTHORITY DISCRETION.

2.10.1 The ACT, other California statutes, and the California Constitution, authorize, and/or require County to undertake a number of activities involving solid waste handling and disposal. The ACT specifically empowers County to undertake certain planning functions including the development of SRRE's, HHWE's and the Countywide Integrated Waste Management Plan.

2.10.2 The Franchise Agreement provides for District control over the location at which solid waste is disposed. District agrees to direct Bay View to transport (or not transport) solid waste to specified landfills or solid waste handling facilities as directed by County in the following circumstances:

- a) County determines that the landfill currently being used is unpermitted, is in violation of its permits, or is otherwise out of compliance with federal or state environmental laws, regulations or standards such that the disposal of solid waste from Kensington creates a potential liability for County, and so advises District, and other agencies in the unincorporated area of Contra Costa County using such landfill, in writing;
- b) County requires the ability to commit the solid waste from several jurisdictions, including Kensington, to a particular landfill in order to secure volume reductions on tipping fees charged at such landfill, and the tipping fees for the aggregated waste stream are lower than those then paid by the District at the landfill it is using;
- c) County determines that the solid waste diversion goal required by

the ACT will not be met in the unincorporated area of Contra Costa County, has made a diligent effort to implement the SRRE and HHWE Programs and Commercial Recycling Programs which are the responsibility of County, and has determined that it is necessary for an overall Countywide effort which includes the use by its franchisees and franchisor agencies in the unincorporated areas of materials recovery facilities to secure the additional recycling needed to comply with the ACT.

2.10.3 If County determines that it is necessary for proper implementation of the SRRE Program or HHWE Program, County may direct District to direct specified recyclable materials, including green waste, collected within the District's boundaries to be delivered to a particular purchaser of such material. County will not exercise its discretion, as described in this paragraph, unless it has or will also direct similarly situated recyclable materials collected in other County franchised areas.

ARTICLE 3: TERM AND TERMINATION

3.1 TERM. The term of this Second Amended MOU will commence on September 1, ~~2024~~~~2016~~, and expire on August 31, ~~2034~~~~2032~~~~4~~, unless terminated sooner in accordance with section 3.3.

3.2. INCORPORATION, ANNEXATION. If any of the territory covered by this Amended MOU is annexed to a municipal corporation or becomes incorporated, this Amended MOU shall be terminated as to said territory upon the effective date of the municipal corporation's determination to franchise or otherwise regulate solid waste and recycling in said territory. District shall promptly notify County of all completed annexations and incorporation.

3.3 TERMINATION OF FRANCHISE AGREEMENT. This Amended MOU shall automatically terminate one year after the termination of the Franchise Agreement unless District enters a new Franchise Agreement that provides for the effective implementation of the SRRE and HHWE no less effectively than as provided in Exhibit A.

ARTICLE 4: INSURANCE INDEMNITY, FINES AND ALLOCATION OF LIABILITY

4.1 INSURANCE AND INDEMNITY. Neither County nor District, as a condition of the execution of this Amended MOU, shall be required to provide direct insurance coverage or protection to the other. Except as provided in section 4.2 (ACT Requirements), neither County nor District is required to contractually indemnify the other against damages to any person or property not a party to this Amended MOU.

4.2 ACT REQUIREMENTS. To the greatest authorized by law, District shall indemnify County for any fines or penalties imposed on County by the State for failure to properly implement County's SRRE or HHWE, or the Commercial Recycling Programs, where the failure is partly or wholly attributable to action or inaction by District. District's share of any fines or penalties imposed on County for failure to properly implement

County's SRRE or HHWE shall be proportionate to the District's share of responsibility for failure to implement the SRRE and HHWE, as determined by the County in accordance with Public Resources Code section 41821.2, subdivision (d). District's indemnity obligation under this section 4.2 shall survive the expiration or termination of this Amended MOU.

ARTICLE 5: GENERAL PROVISIONS

5.1 SEVERABILITY. The invalidation of any term, condition, or provision of this Amended MOU as a result of a legal action brought by a person or entity not a party to this Amended MOU shall not affect the validity or enforceability of the remaining provisions. However, if one or more material provisions is affected, the Parties agree to negotiate in good faith to reach agreement on revisions which preserve the substance hereof.

5.2 ENTIRE AGREEMENT; MODIFICATION. This Amended MOU constitutes the entire agreement between the Parties regarding the matters discussed herein and supersedes the 1997 MOU and any other agreements, representations and understandings of the Parties regarding the matters discussed herein. This Amended MOU may be amended or modified only in a writing executed by the Parties.

5.3 ASSIGNMENT AND DELEGATION. Except as provided herein, neither County nor District shall assign any rights nor delegate any obligations as provided under this Amended MOU without written notice to and consent of the other Party to this Amended MOU.

5.4 CALIFORNIA LAW. This Amended MOU, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

5.5 NOTICES.

5.5.1 All notices and communications deemed by either Party to be necessary or desirable to be given to the other Party shall be in writing and may be given by personal delivery to a representative of the Parties or by mailing the same postage prepaid, addressed as follows:

If to District: Kensington Police Protection and Community
Services District
217 Arlington Avenue
Kensington, California 94707-1401
Attention: General Manager

If to County: Contra Costa County
Conservation and Development Department
30 Muir Road
Martinez, California 94553
Attention: Solid Waste Program Manager

Notices may also be transmitted electronically to the e-mail addresses designated by the representatives of the Parties identified above. A notice provided by e-mail will be deemed received by a Party upon delivery of a written acknowledgment of receipt by that Party to the Party sending the notice.

5.5.2 The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

5.6 WAIVER. The waiver by either Party of any breach or violation of any of the provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

5.7 ATTORNEY'S FEES. In the event of litigation between the Parties arising hereunder, each Party shall be responsible for and shall pay its own litigation expenses, including attorney's fees.

5.8 NO THIRD PARTY RIGHTS. This Amended MOU is not intended to and does not benefit any third party. No third party shall have the right to bring suit to enforce any of the provisions hereof.

**Kensington Police Protection and
Community Services District**

County of Contra Costa

By: _____
President, Board of Directors

By: _____
Chair, Board of Supervisors

Date: _____

Date: _____

Attest:

Attest: ~~Monica Nino~~ ~~David Twa~~, Clerk of
the Board of Supervisors and County
Administrator

By: _____
Secretary

By: _____
Deputy

Approved as to Form:

Approved as to Form:

~~Thomas L. Geiger~~ ~~Sharon L. Anderson~~
County Counsel

By: _____
Legal Counsel

By: _____
Deputy

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Comments\KPPCSDAmendedMOU9-6-24_REV (CC9.24.24).docx