

**KENSINGTON FIRE PROTECTION DISTRICT
AGENDA OF A SPECIAL and ADJOURNED MEETING OF THE
BOARD OF DIRECTORS**

Date of Meeting: May 1, 2020
Time of Meeting: 3:00 p.m.
Place of Meeting: **Via Zoom teleconference**
<https://us02web.zoom.us/j/84823978407>

*** COVID-19 NOTICE ***

Consistent with Executive Orders No. -25-20 from the Executive Department of the State of California and the Contra Costa County March 16, 2020 Shelter in Place Order, the KFPD Board meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via Zoom Video Conferencing.

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by accessing <https://us02web.zoom.us/j/84823978407> (on the day and time of the meeting) and may provide public comment by sending comments to the Board President and Board Clerk via email at public.comment@kensingtonfire.org. Comments will then be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Chair's discretion.

Any member of the public who needs special accommodations should email public.comment@kensingtonfire.org 12 hours prior to the meeting. This will enable the Kensington Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1).

Telephone No. (510) 527-8395 Website: www.kensingtonfire.org

This meeting will be conducted via a virtual teleconference.

To participate go to: <https://us02web.zoom.us/j/84823978407>

Or iPhone one-tap:

US: +16699009128,84823978407# or +13462487799,84823978407#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626
6799 or +1 646 558 8656

Webinar ID: 848 2397 8407

International numbers available: <https://us02web.zoom.us/j/84823978407>

Please Note: Copies of the agenda bills and other written documentation relating to each item of business referred to on the agenda are on file in the office of the Kensington Fire Protection District Administration Office, 217 Arlington Avenue, Kensington, and are available for public inspection. A copy of the Board of Directors packet can be viewed on the internet at www.kensingtonfire.org/meetings.

3:00 p.m. SPECIAL MEETING CALL TO ORDER

Directors: Dom Dommer, Janice Kosel, Laurence Nagel, Kevin Padian, and Julie Stein

1. **ORAL COMMUNICATIONS.** This place on the agenda is reserved for comments and inquiries from citizens and Board members concerning matters that do not otherwise appear on the agenda. Speakers shall be requested to provide their names and addresses prior to giving public comments or making inquiries.
2. **ANNOUNCE CLOSED SESSION**

PUBLIC EMPLOYEE APPOINTMENT
(Pursuant to Government Code Section 54957)

Title: Interim General Manager

3. **RECESS TO CLOSED SESSION**
4. **RECONVENE SPECIAL MEETING**
5. **POSSIBLE REPORT OUT OF CLOSED SESSION**
6. Consideration of Approving a Consulting Service Contract for Financial and Budgetary Process and Procedure Development (ACTION) (Supporting document)
7. Consideration of Approving a Proposal for Migration of Email from Host Gator to Another Professional Email Platform (ACTION) (Supporting document)
8. Consideration of Approving the Supplemental Monthly Transmittal Report for April 2020 (APPROVE) (Supporting document)
9. **ADJOURN SPECIAL BOARD OF DIRECTORS MEETING**

ADJOURNMENT. The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on May 13, 2020 at 7:00 p.m. at Building E in Kensington Park, 59 Arlington Avenue, Kensington, CA 94707 (location subject to change).

The deadline for agenda items to be included in the Board packet for the next regular meeting of 5/13/20 is Wednesday, 4/29/20 by 1:00 p.m. The deadline for agenda related materials to be included in the Board packet is Wednesday, 5/6/20 by 1:00 p.m., Fire Protection District Administrative Office, 217 Arlington Avenue, Kensington.

IF YOU CHALLENGE A DECISION OF THE BOARD OF DIRECTORS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUE YOU OR SOMEONE ELSE RAISED AT THE BOARD MEETING OR IN WRITTEN CORRESPONDENCE DELIVERED AT, OR PRIOR TO, THE BOARD MEETING.

CONSULTANT AGREEMENT

DATE: _____

PARTIES:	KFPD:	Kensington Fire Protection District 217 Arlington Ave. Kensington, CA 94707
	CONSULTANT:	Mary A. Morris-Mayorga El Dorado Hills, CA 95762

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:

CONSULTANT agrees to provide Financial Internal Procedure Needs Analysis and Development services, per attached Scope of Services (“Work”).

3. Term of Agreement:

This Agreement shall commence on the date of execution by the KFPD Board President, and continue until May 30, 2020, unless this Agreement is terminated earlier as provided herein.

4. Compensation:

The compensation shall be ninety dollars (\$90.00) per hour for services performed pursuant to this Agreement. Compensation shall not exceed five thousand, four hundred dollars (\$5,400.00) for services rendered pursuant to this agreement. Payments shall be made within 15 days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:

KFPD shall reimbursement CONSULTANT for actual expenses incurred in the course of the Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks and other related items, as well as costs specifically incurred for the

performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying.

6. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

7. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by KFPD.

8. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: Kensington Fire Protection District, 217 Arlington Ave., Kensington, CA 94707. All invoices must reference this contract by the name of the parties and date executed, service performed.

9. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the KFPD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to KFPD. The CONSULTANT shall not have any claim under this Agreement or otherwise against KFPD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. KFPD will issue a form 1099 at year-end for fees earned.

10. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of KFPD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

11. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to KFPD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

12. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. Indemnification, Hold Harmless and Defense:

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

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

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

14. Discrimination:

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

15. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

16. Termination:

KFPD may cancel this Agreement at any time and without cause upon written notification to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to compensation for undisputed services performed to the effective date of termination.

17. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire KFPD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of KFPD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

18. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the KFPD whether executed by or for the CONSULTANT for KFPD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to KFPD forthwith upon termination or completion of the work under this Agreement.

22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

25. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

26. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of KFPD shall be personally liable to CONSULTANT in the event of any default or breach by KFPD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

27. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

[Signatures follow on next page]

IN WITNESS WHEREOF, KFPD and CONSULTANT have executed this Agreement on the day and year first written above.

Mary A. Morris-Mayorga

Kensington Fire Protection District,
a political subdivision of the State of California

By: _____
Consultant

By: _____
Julie Stein
President, Board of directors

Date: _____

Approved as to Form:

By: _____
John Bakker
General Counsel

SCOPE OF SERVICES

Financial Internal Procedure Needs Analysis and Development

1. Analyze District needs for payments of bills and claims. Draft proposed internal procedure for managing and making payments, recommended internal controls, and purchasing and credit card procedures.

2. Analyze District historic practices in developing annual budget. Draft proposed procedure for initiating annual budget development, including potential mechanisms for cost escalation. Provide budget guideline policy recommendations.

3. Analyze District participation and needs regarding the District's California Employers' Retiree Benefit Trust (CERBT) Fund. Draft a procedure for administration of legacy health benefits payments.

3517459.2



Address: 400 Appian Way, El Sobrante, CA 94803
1475 N. Broadway, Walnut Creek, CA 94596

Website: www.nerdcrossing.com

E-mail: info@nerdcrossing.com

Phone: 1-888-NERD-XING (1-888-637-3946)

Honest, High Quality Technology Services

Kensington Fire Protection District
Glenn Lazof
John Mercurio
217 Arlington Ave
Kensington, CA 94707

April 21, 2020

Dear Glenn & John:

Please review the attached proposal for the email migration. Please let us know if you have any questions. We look forward to working with you on this project.

Cheers,

Jim

Jim Hammack
Owner/Chief Nerd
415.309.6750





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Email Migration

Nerd Crossing highly recommends that KFPD migrate from its current Host Gator email service to either Microsoft Hosted Exchange or GSuite. There are no distinct advantages to either platform for KFPD. The decision on which email platform to choose should be made internally and be based on the organization's preference and comfort level with either platform. For example, if the organization is more familiar with Microsoft Outlook and does not want to introduce a new email platform, then you may want to choose Microsoft Hosted Exchange, or vice versa.

Prerequisites

1. Domain Registrar Login
2. Web Hosting Login
3. Email Usernames/Passwords
4. Outlook installed on user workstations for migration use

Scope of Work

1. Prep DNS change 24 hours prior to migration
2. Create new Microsoft Hosted Exchange or GSuite accounts for 8 emails
3. Switch DNS
4. Backup old email data
5. Import backups into new email platform
6. Set up email forwarders

Estimated Labor: \$2,970-\$4,290 includes 18-26 hours, billable at \$165/hour

Estimated Materials

1. Microsoft Hosted Exchange subscription for 8 emails
 1. \$4/user/mo = \$32/month
 2. <https://products.office.com/en-us/exchange/exchange-online>
2. GSuite subscription for 8 emails
 1. \$6/user/mo = \$48/month
 2. <https://gsuite.google.com/pricing.html>

Terms & Agreement

All material costs are due prior to procurement and 50% of labor is due prior to project commencement. Final payment is due upon project completion. A 3% convenience fee will be charged for any credit card payments. Outstanding balances are subject to an interest rate of 1.5% per month. Work cannot begin until an Authorized Signature has been received.





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Honest, High Quality Technology Services

Total Estimated Labor: \$2,970-\$4,290 includes 18-26 hours

Total Materials Costs: \$32/month (Microsoft) or \$48/month (GSuite)

Net Due upon Commencement: \$1,732.50 (50% of estimated averaged labor)

Net Due upon Project Completion: Remaining billable hours outlined above

This quote is valid until 5/15/20.

I, _____, have reviewed the proposal from Nerd Crossing and agree to the outlined scope of work.

Signed _____ Title _____ Date _____



ITEM 8

KENSINGTON FPD
Supplemental TRANSMITTAL - APPROVAL
Invoices

PY/CY:
BATCH #:
DATE : 5/1/2020
LOCATION #: 13
FILENAME: KENSINGTON

VEND #	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND /ORG	SUB-ACCT	TASK	OPT.	ACTIVITY /WORK AUTH.	ENCUMB (P.O.) # Inv#	P/C	PAYMENT AMOUNT
	Julie Stein	4/8/2020	Reimbursement for board material copy	7840	2490						\$ 24.99
	Terminix	4/15/2020	Work order 316920064161	7840	2490				395317515		\$ 141.00
	Digital Deployment	4/22/2020	Streamline membership fee	7840	2490				104695		\$ 200.00
50061	Deborah Russell	4/23/2020	Review of audit draft, training of RGS staff	7840	2490				66169		\$ 580.00
50180	Mack5	03/31/20	Kensington Fire Station Renovation	7840	2490				4323		\$ 855.00
50146	Delta Dental	4/1/2020	BE003863500 April dental	7840	1061						\$ 948.79
50131	Meyers Nave	3/20/2020	2020020265 legal counsel	7840	2490						\$ 2,891.16
50131	Meyers Nave	4/22/2020	2020030513 legal counsel	7840	2490						\$ 6,988.68
	RGS	3/31/2020	RGS Contact Services for March	7840	2490				10808		\$ 38,015.75
50151	City of El Cerrito	5/1/2020	May fire protection	7840	2328						\$ 263,084.54
50148	CalPERS	5/1/2020	Retired fees and premium ID #7072901257	7840	1061				10000016016541		\$ 7,346.07
50148	CalPERS	5/1/2020	Assessed Interest #7072901257	7840	1061				10000015986632		\$ 7.67
50148	CalPERS	5/1/2020	Assessed Interest #7072901257	7840	1061				10000015926950		\$ 55.39
50148	CalPERS	5/1/2020	Assessed Interest #7072901257	7840	1061				10000015926982		\$ 56.31
50148	CalPERS	5/1/2020	Assessed Interest #7072901257	7840	1061				10000015095638		\$ 952.08
	TOTAL										322,147.43

Kensington FPD Approval

- Date: / /
 - Date: / /