



KENSINGTON FIRE PROTECTION DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
AGENDA

Friday, June 26, 2020 1:00 – 2:00pm
Via Zoom Teleconference

Due to COVID-19, and in accordance with California Executive Orders N-25-20 and N-29-20, the District Board meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by accessing <https://zoom.us/j/99141769446> (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 48 hours prior to the meeting. This will enable the Kensington Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1).

Oral communications will be taken on each agenda item. Each member of the public will be allotted the same maximum number of minutes to speak as set by the President before or during its consideration, except that public speakers using interpretation assistance will be allowed to testify for twice the amount of the public testimony time limit (California Government Code section 54954.3(a)).

Please click the link below to join the webinar:

<https://zoom.us/j/99141769446>

Or iPhone one-tap :

US: +16699009128,, 99141769446# or +13462487799,, 99141769446#

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: 991 4176 9446

International numbers available: <https://zoom.us/j/99141769446>

1. CALL TO ORDER/ROLL CALL

President Stein, Vice President Padian, Directors Dommer, Kosel, and Nagel

2. Approval of Supplemental Transmittal (APPROVE) (supporting material)

3. Regional Government Services Payment Dispute Letter (no action) (supporting material)

4. Adopt Resolution 20-08 Ordering the Even Year Board of Directors Election, Consolidation of Elections, and Specifications of the Election Order (APPROVE) (supporting material)

5. Authorize Interim General Manager to Pay Total Costs Associated with County Evaluation of Public Safety Building Renovation and Invoice KPPCSD for Fifty Percent (50%) if Needed to Continue Project (ACTION) (supporting material)

6. Adjournment

TRANSMITTAL - APPROVAL

Item 2

TO: Auditor Controller of Contra Costa County:

Forwarded herewith are the following invoices and claims for goods and services received which have been approved for payment:

KENSINGTON FPD										PY/CY:	
TRANSMITTAL - APPROVAL										BATCH #:	
Invoices										DATE :	
										LOCATION #:	
										FILENAME:	
VEND #	VENDOR NAME	INVOICE DATE	DESCRIPTION	FUND /ORG	SUB-ACCT	TASK	OPT.	ACTIVITY /WORK AUTH.	ENCUMB (P.O.) / Invoice #	P/C	PAYMENT AMOUNT
50146	Delta Dental	6/1/2020	June Retiree Dental	7840	1061				062020		\$948.79
50148	CalPERS	5/14/2020	7072901257 June Health (bal due)	7840	1061						\$6,354.69
50148	CalPERS	6/14/2020	7072901257 July Health (bal due)	7840	1061						\$6,595.69
50148	CalPERS	6/14/2020	7072901257 July Settlement	7840	1061						\$952.08
	AT&T	5/5/2020	Telephone 5/5-6/4/2020	7840	2490				052020		\$1,034.19
	PG&E	5/6/2020	Gas 4/4-5/5/20	7840	2490				G05062020		\$218.42
	EBMUD	5/21/2020	Wet Weather Facilities Charge	7840	2490				WWFC2020		\$397.20
	Comcast	5/22/2020	Internet Service 5/26/2020-6/25/2020	7840	2490				1315790620		\$154.87
	Terminix	6/15/2020	Pest Service	7840	2490				397131511		\$148.00
	Google	5/31/2020	G Suite Monthly	7840	2490				3748077640		\$8.70
	Office Depot	5/5/2020	Late/interest fees (seeking waiver)	7840	2490				20020620		\$32.80
	Stephen Wong	6/12/2020	Evacuation Research Proj Summary/Webinar	7840	2490				05062020		\$480.00
50293	Digital Deployment	6/22/2020	Streamline Monthly Member Fee	7840	2490				105634		\$200.00
	All-Ways Green Services	6/1/2020	Janitorial Services 2 x week	7840	2490				43595		\$105.00
	RossDrulisCusenbery	4/30/2020	PSB Conceptual Designs ESR006-KFPD only	7840	2490				2016029-19		\$6,285.41
	RossDrulisCusenbery	5/30/2020	PSB Conceptual Designs ESR006-KFPD only	7840	2490				2016029-20		\$6,248.55
50180	Mack5	4/30/2020	PSB Value Estimate, Schedule-KFPD only	7840	2490				4359		\$665.00
50291	Nerd Crossing	5/5/2020	Laptop, MS Ofc-admin support later GM	7840	2490				7519		\$1,410.47
TOTAL											\$32,239.86
Kensington FPD Approval											

Kensington FPD Approval

Date: ___/___/___

Date: ___/___/___



Board of Directors
Julie Stein (President)
Kevin Padian (Vice President)
Don Dommer
Janice Kosel
Larry Nagel

June 24, 2020

Mr. Richard H. Averett, Executive Director
Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Dear Mr. Averett:

As you will recall, the Kensington Fire Protection District ("District") contracted with Regional Government Services ("RGS") last fall pursuant to the Agreement for Management and Administrative Services dated October 23, 2019 ("Agreement"). For your convenience, I have included a copy of the Agreement. (Attachment 1). During RGS's performance under the Agreement, the District repeatedly raised concerns regarding the cost, quality, and service level provided.

The "preamble" to the Agreement states that "RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs." It further states that public agencies can expect RGS to "talk directly to prevent any misunderstandings" and have "[ongoing interaction throughout our relationship to ensure that [the public agency's] needs are being met." These sentiments are reflected in Section 5.2 of the Agreement, which states, "The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives." Unfortunately, there were many occasions over the course of the contractual relationship where this did not occur. Work performed for the District was often disorganized, duplicative, and inefficiently performed. A review of your invoices and time records indicates the majority of billings to the District are at the supervisor/director rather than staff level, and there are a number of instances where the time billed does not reflect the value of the services received.

The purpose of this letter is to formally notify you of a payment dispute regarding your invoice dated April 2020. At its June 10, 2020 Regular Meeting, the District Board of Directors voted to decline payment of the April 2020 invoice and directed staff to dispute the services billed based upon the following reasons: staffing level, errors, duplication of efforts, inefficiencies, and incomplete transmittal of District records. This matter is currently under review by legal counsel.

The following are specific examples of services billed to the District that resulted in excessive costs or inadequate quality of service:

- Throughout the engagement, RGS failed to provide on a consistent basis the immediate and most basic ongoing general administrative and finance services described in Sections 1.1 and 1.2 of Exhibit B, Scope of Services, of the Agreement, which were the fundamental services desired by the District when it contracted with RGS.
- RGS failed to meet District's explicit, published timelines for production of agenda materials, which frequently resulted in the late production of District agenda packages and late distribution to Directors; RGS also consistently failed to update the District website with the agenda materials that it produced and submitted late. Examples include the agenda packages and website updates for the Finance Committee meeting in March and Board meetings in January, February, March, and May.
- On March 2, 2020, RGS billed two hours for the attendance of Shaghayegh Amiri at a Finance Committee meeting, plus travel expenses, yet no minutes were produced. (See Attachment 2)
- On numerous occasions in March and April, RGS billed significant staff time (mainly that of Glenn Lazof) described as work on CalPERS payments, yet duplicate payments were made despite the considerable resources expended on the matter. (See Attachments 2 and 3)
- RGS directed the destruction of supporting documents concerning the transmittal of payments to the County in March, including the CalPERS payments in question, in violation of the District's records retention policy for invoices in support of monthly transmittals.
- In March, the Board President spent considerable time working with Sharzhad Pantera to enable access to online banking and online bill payments only to have the RGS Lead Advisor request to the Board President that online banking not be implemented by Ms. Pantera.
- Beginning in March, RGS billed \$105 per hour for John Mercurio to read and respond to District emails, which should have been assigned to lower cost staff.
- In April, RGS billed time for Glenn Lazof pertaining to the CERBT Trust; the District had requested RGS withdraw funds from the CERBT, yet RGS expended unauthorized time producing a Staff Report that provided significant detail on the merits of not withdrawing funds during times of low investment returns. (See Attachment 4)
- RGS billed time described as Form 700 and Ethics Training on many occasions, yet at least one Emergency Preparedness Committee member has not received the training and/or filed Form 700.

These are just a few examples to demonstrate common themes that occurred during the District's contractual relationship with RGS. These persistent issues required substantial District oversight at a level that should not have been expected based upon the level of charges.

For these reasons, the District does not believe RGS performed satisfactorily and in accordance with the Agreement, including Section 1.1, Standard of Performance, and invokes its right to dispute the April 2020 invoice.

I look forward to hearing your response and discussing these matters further.

Sincerely,

A handwritten signature in black ink that reads "Mary A. Morris-Mayorga". The signature is written in a cursive, flowing style.

Mary A. Morris-Mayorga, MBA
Interim General Manager

cc: Board of Directors

3546967.1



Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 23rd day of October 2019, by and between the **KENSINGTON FIRE PROTECTION DISTRICT** a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Lead Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a lead advisor to Agency. The lead advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically lead advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination. Services shall commence on or about October 23, 2019, and this Agreement is anticipated to remain in force to January 31, 2020, at which time services may continue on a month-to-month basis until one party terminates the Agreement, or if Exhibit A contains a “not to exceed” amount, until that amount of charges has been reached, at which point the Parties shall either amend or terminate this Agreement. This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.
- 5.4** RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Loss Occurrence Coverage. RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative ("MIC"), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. The MIC Memorandum of Coverage (MOC) is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the MIC to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all MOC at any time.

6.4.4 Subcontractors. RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.5 Variation. During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

6.4.6 Deductibles and Self-Insured Retentions. RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

6.4.7 Maintenance of Coverages. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

6.4.8 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

7.4 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a defined benefit pension Plan, or Social Security) or ("Retirement Program"), it is possible that the Retirement Plan may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an

obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.

- b. In the event that the Retirement Program initiates an inquiry that includes examination of whether individuals providing services to Agency are Agency's employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. Agency and RGS shall cooperate to determine the manner of responding to the inquiry and what, if any, documents to provide.
- c. In the event that the Retirement Program makes a finding that one or more RGS employees are employees of Agency, Agency shall promptly inform RGS and share all communications and documents from the Retirement Program that it may legally share. RGS and Agency shall cooperate in determining how to respond to the Retirement Program, including but not limited to whether and how to make any corrections described by the Retirement Program.
- d. RGS and Agency each reserves the right to file an appeal of the Retirement Program's finding that an RGS employee is an employee of Agency and should be registered with the Retirement Program as an employee of Agency and to challenge such a decision in court. Agency assigns its right to file an appeal of such a finding, if Agency does not itself file an appeal. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in pursuit of the action.
- e. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an appeal or court challenge. In the event that (1) Retirement Program finds that an RGS employee is an employee of Agency and should be registered in the Retirement Program as an employee of the Agency; (2) Retirement Program finds that a payment is required to register the employee as an employee of Agency; and (3) neither RGS nor Agency challenges those findings or the payment is upheld in a final appeal or court decision, RGS' obligation for any payments to Agency for Retirement Program benefits shall be limited to 50% of the employer's share of those payments that Agency may be required to pay.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Kensington Fire Protection District
217 Arlington Avenue
Kensington, CA 94707

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: 11/4/2019, 2019 **Agency**

By: *Julie Stein*
Julie Stein, Board President

DATED: 11/4/2019, 2019 **Regional Government Services Authority**

By: *Richard H. Averett*
Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Address. All payments due RGS shall be paid to:
 Regional Government Services Authority
 PO Box 1350
 Carmel Valley, CA 93924

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Julie Stein, Board President	jstein@kensingtonfire.org

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
Julie Stein, Board President	jstein@kensingtonfire.org

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$125 to \$215
Deputy Chief Operating Officer	\$120 to \$195
Senior/Lead Advisor	\$115 to \$190
Advisor	\$105 to \$160
Project Advisor	\$95 to \$125
Project Coordinator	\$75 to \$120
Technical Specialist	\$65 to \$115

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed of \$36,000 for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as the Human Resources Advisor(s) to the Kensington Fire Protection District (Agency), which may require performing any or all of the functions described below:

1. Provide immediate ongoing general Administrative and Finance support services. This work may be done onsite or remotely. These support services include, but are not limited to, work on identified priority projects outlined below:
 - 1.1 Provide Board Clerk functions such as attending Board and committee meetings, producing meeting minutes, developing and finalizing meeting agendas with the Board President, handling all legal meeting notice and publishing requirements, produce agenda packets for Board members, and any other related duties such as State mandated training, manual review and updates, etc. that may occur during the contract period.
 - 1.2 Provide various administrative services such as ordering of supplies, filing, posts to the District website and NextDoor, producing a bi-annual newsletter, and special event planning.
 - 1.3 Provide some form of office coverage to ensure phone calls and emails are handled as well as some fixed number of hours present in the Kensington office.
 - 1.4 Provide finance support such as paying bills, reconciling monthly bank statements, processing payroll, producing financial reports for the Board, assisting the District Auditors and CPA with oversight functions, and monitoring District investments and implement investment policy.
 - 1.5 Provide contract oversight for district activities including the contract with the City of El Cerrito, and various consultants and contractors.
 - 1.6 Meet as often as necessary for the purpose of consulting about the Agency's human resources needs and issues, and the scope of work performed.
 - 1.7 Be reasonably available to perform services during the normal work week.
2. Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked.
3. The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.

Kensington Fire Protection District Health Billing Reconciliation

Date	Type	Health	Settlement	Interest	Due	Payments	Balance	Comments
9/14/2019	Invoice 10/19		952.08		952.08		\$ 952.08	
10/10/2019	Mechanics Bank					952.08	0.00	Nov stlmnt
10/14/2019	Invoice 11/19	7,346.07	1,904.16	677.02	9,927.25		9,927.25	\$677 underpayment
11/8/2019	Warrant					9,927.25	0.00	Nov health
11/14/2019	Invoice 12/19	7,346.07	952.08		8,298.15		8,298.15	
11/20/2019	Mechanics Bank					952.08	7,346.07	Dec stlmnt
12/6/2019	Warrant					7,256.15	89.92	Dec health
12/11/2019	Warrant					952.08	(862.16)	Feb stlmnt
12/14/2019	Invoice 01/20	7,346.07	952.08	92.84	8,390.99		7,528.83	
1/6/2020	Mechanics Bank					952.08	6,576.75	Duplicate
1/28/2020	Mechanics Bank					952.08	5,624.67	Duplicate
1/28/2020	Mechanics Bank					92.84	5,531.83	Interest
1/14/2020	Invoice 02/20	7,346.07	952.08	92.84	8,390.99		13,922.82	
1/31/2020	Warrant					952.08	12,970.74	Duplicate
2/14/2020	Invoice 03/20	7,346.07	952.08	6.68	8,304.83		21,275.57	
2/25/2020	Mechanics Bank					952.08	20,323.49	Mar stlmnt
2/28/2020	Warrant					7,438.91	12,884.58	Jan health
3/13/2020	Mechanics Bank					952.08	11,932.50	Apr stlmnt
3/16/2020	Invoice 04/20	7,346.07	952.08	71.23	8,369.38		20,301.88	
3/31/2020	Warrant					16,695.82	3,606.06	Feb & Mar
4/14/2020	Invoice 05/20	7,346.07	952.08		8,298.15		11,904.21	
4/30/2020	Warrant					7,417.30	4,486.91	April (excl stlmnt)
5/14/2020	Invoice 06/20	7,346.07	952.08	73.49	8,371.64		12,858.55	
5/27/2020	Warrant					8,417.52	\$ 4,441.03	

myCalPERS

6/10/2020	\$ 7,274.84
4/10/2020	5,583.71
CalPERS balance due	\$ 12,858.55
Less: warrant not yet received	8,417.52
Remaining underpaid balance due 6/10/2020	<u>\$ 4,441.03</u>

Settlement:

Statement balance due 4/8/2020	32,370.88
Due 5/10/2020 (paid)	952.08
Due 6/10/2020 (paid)	952.08
Balance 6/15/2020 (equals myCalPERS)	<u>30,466.72</u>

Due 7/10/2020 952.08



PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
4/30/2020	10919

Bill To:
Kensington Fire Protection District 217 Arlington Avenue Kensington, CA 94707

P.O. No.	Due Date	Inv Sent
	5/30/2020	5/13/2020

Date	Description	Amount
4/30/2020	Contract Services for April - please see attached Balance billed to date is \$173,670 against an NTE of \$285,000	25,388.35

	Total	\$25,388.35
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Kensington Fire Protection District

Month: **April, 2020**

Advisor Name	Hours and Rates by Pay Period				
	1st -15th		16th - EOM		Monthly
	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
Shaghayegh S Amiri	19.50	\$ 95.00	15.50	\$ 95.00	\$ 3,325.00
Andrea M Ausberry	3.65	\$ 90.00	0.29	\$ 90.00	\$ 354.60
Mary J Brown	1.50	\$ 110.00	0.00	\$ -	\$ 165.00
Tiffany Buraglio	1.00	\$ 95.00	0.00	\$ -	\$ 95.00
Glenn Lazof	42.80	\$ 150.00	21.10	\$ 150.00	\$ 9,585.00
John Mercurio	26.00	\$ 105.00	23.75	\$ 105.00	\$ 5,223.75
Jolene R Miller	0.25	\$ 80.00	2.00	\$ 80.00	\$ 180.00
Shahrzad Pantera	36.50	\$ 95.00	31.50	\$ 95.00	\$ 6,460.00
Totals	131.20		94.14		\$ 25,388.35

Attendance - Time Card Detail

Company Name REGIONAL GOVERNMENT SERVICES
 User Name Shailvina Pannu
 Report Run Date 05/05/2020

Date Range 04/01/2020 to 04/30/2020
 Department Group 3750 - Kensington Fire PD

Highlight when a day's "Total Time" is Greater Than (Default 8). The highlight will be visible on printed versions. 8

Include Comments Yes

Include signature message on PDF export No

Signature message I have reviewed the time clock punches above and acknowledge that they are correct, complete, and accurately reflect any and all breaks for the dates listed.

AMIRI, SHAGHAYEGH S. (00843)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/01/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.500	0.000	0.000	2.500
Employee Comments: Working on agenda and responding to emails.									
04/02/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.000	0.000	0.000	2.000
Employee Comments: Working on the agenda									
04/03/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	6.000	0.000	0.000	6.000
Employee Comments: Agenda packet preparation, emails & posting									
04/06/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.500	0.000	0.000	1.500
Employee Comments: Zoom Test meeting									
04/08/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000
Employee Comments: Board Meeting & video recording set up/download									
04/14/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.500	0.000	0.000	3.500
Employee Comments: Special meeting agenda prep, posting & emails. Uploaded zoom meeting to website.									
04/16/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.000	0.000	0.000	1.000
Employee Comments: Emails									
04/17/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.000	0.000	0.000	1.000
Employee Comments: Emails									
04/18/2020	Saturday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.500	0.000	0.000	2.500
Employee Comments: Emails & Agenda Prep									
04/26/2020	Sunday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.000	0.000	0.000	2.000
Employee Comments: Emails & EPC Agenda prep and posting.									
04/27/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.000	0.000	0.000	1.000
Employee Comments: Meeting Minutes									
04/29/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.000	0.000	0.000	3.000
Employee Comments: Special meeting agenda prep & emails									
04/30/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	5.000	0.000	0.000	5.000
Employee Comments: Emails, special meeting & regular meeting agenda prep/posting. Zoom Test call w/Julie & Glenn									
						Regular Overtime		35.000	0.000

Double Time 0.000
Total Hours 35.000

AUSBERRY, ANDREA M. (00781)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/01/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.080	0.000	0.000	1.080
04/02/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.570	0.000	0.000	2.570
04/28/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.290	0.000	0.000	0.290

Employee Comments: Transition document coordination communication.

Regular 3.940
Overtime 0.000
Double Time 0.000
Total Hours 3.940

BROWN, MARY J. (00845)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/06/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.500	0.000	0.000	0.500
Employee Comments: Talk w Amiri re Agenda									
04/10/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.500	0.000	0.000	0.500
Employee Comments: Email Amiri re special meeting protocol									
04/13/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.500	0.000	0.000	0.500

Employee Comments: Special Meeting protocol

Regular 1.500
Overtime 0.000
Double Time 0.000
Total Hours 1.500

BURAGLIO, TIFFANY (00011)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/02/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.000	0.000	0.000	1.000

Regular 1.000
Overtime 0.000
Double Time 0.000
Total Hours 1.000

LAZOF, GLENN (00033)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/01/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	8.900	0.000	0.000	8.900

Employee Comments: Agenda and Packet, Financials, Other reports include RGS agenda items. Payments check printing, lack of county response, inter-fund transfers, Assist Dir with e-mail, PERS Circular Review, Check printing solutions

04/02/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-	RGS	Regular	6.500	0.000	0.000	6.500
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					Finance		(Manual Entry)			
Employee Comments: April 8 meeting, Call with Pres. CPA support, Financials in Packet. Agenda setting meeting										
04/03/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	3.700	0.000	0.000	3.700
Employee Comments: CPA, Virtual meeting, VM and E-mail, Packet Materials.										
04/06/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	2.800	0.000	0.000	2.800
Employee Comments: Mail Chimp, Safety Precautions per Chief Pigoni, AP review, Electronic Transmittal, Confirm deposit to Mech Bank, IT issues										
04/07/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	5.100	0.000	0.000	5.100
Employee Comments: IT issues. Meeting issues, engage CPA ph conf with Bd Pres, Dir Padian, Water Bill										
04/08/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	6.300	0.000	0.000	6.300
Employee Comments: Unpaid Transmittal, fireplug update, Financials Review, Meeting prep, Remittance payment issues, banking, Board Meeting										
04/13/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	3.800	0.000	0.000	3.800
Employee Comments: PRA Procedure Review, Infofor with BHI, PERS not receiving payments, response for public inquiries, Review Mechanics Bank Reconciliation										
04/14/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	2.400	0.000	0.000	2.400
Employee Comments: PERS payments, Lease with KPPCSD GM, IT, Special MTG, OPEB report, IT, Zoom Purchase, Invoice approval process.										
04/15/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	3.300	0.000	0.000	3.300
Employee Comments: Engage CPA, Special MTG, IT and AP, zoom account, Special Meeting										
04/16/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	2.400	0.000	0.000	2.400
Employee Comments: Conf with Pres., Change of e-mail host, supplemental transmittal, establishment of District Zoom account										
04/17/2020	Friday	3750 - Kensington Fire PD	3750-001 - Kensington-COVID19 Finance	RGS		Regular (Manual Entry)	3.300	0.000	0.000	3.300
Employee Comments: IT, AP, Transmittal, Maze CPA, Reconciling payment made to PERS, April Account, Building Renovation, Wildland Management										
04/20/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	1.700	0.000	0.000	1.700
Employee Comments: PERS payments, IT, EPC Agenda, BHI Contr Execution										
04/21/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	1.000	0.000	0.000	1.000
Employee Comments: CPA, BHI and Interim arrangements, CoCo county revenue Journal, CBERT (PERS Trust)										
04/22/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	2.700	0.000	0.000	2.700
Employee Comments: E-mail retention, Actuarial, CAL PERS, CBERT Trust, Transmittal										
04/23/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	2.200	0.000	0.000	2.200
Employee Comments: Prep and Meeting with Pres. PERS pmts, CBERT and Report thereon										
04/24/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	1.700	0.000	0.000	1.700
Employee Comments: IT, Desk Guide, file CBERT Trust, Obtain info needed by Actuary. Spec mtg, and reg mtg planning, AP Guidance										
04/27/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	1.700	0.000	0.000	1.700
Employee Comments: PERS, Building MTC Sink, Special MTG, Staff Report, Dental Bennies, Match to Diablo Fire Safe, Transmittal, Lease Motion										
04/28/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS		Regular (Manual Entry)	4.400	0.000	0.000	4.400
Employee Comments: CPA, PERS payment, Transmittals and County Payments, RGS Report, File Trans from RGS VPN to District Computer has docs from RGS era, Desk manual. Staff Report										

Regular 63.900
 Overtime 0.000
 Double Time 0.000
 Total Hours 63.900

MERCURIO, JOHN (00851)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/01/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.250	0.000	0.000	0.250
Employee Comments: Read and respond to emails									
04/02/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.250	0.000	0.000	1.250
Employee Comments: Video conference, read and respond to emails									
04/03/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000
Employee Comments: Phone calls with Shahrzad Pantera and Glenn Lazof, site visit to fire district office to print and prep checks to vendors.									
04/06/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000
Employee Comments: Read and respond to emails, investigate log-in problem, sorting and forwarding fire emails, voicemail check and response, board meeting webinar practice session									
04/07/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.500	0.000	0.000	4.500
Employee Comments: Read and respond to emails, phone call with Glenn Lazof, attempt at securing missing Delta Dental invoices									
04/08/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.250	0.000	0.000	1.250
Employee Comments: Read and respond to emails, check voice mail, participate in set up of board webinar meeting									
04/09/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.000	0.000	0.000	1.000
Employee Comments: Research Delta Dental and EBMUD bills, read and forward emails and check voicemail of fire district									
04/13/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.250	0.000	0.000	2.250
Employee Comments: Check fire district email and voicemail, Read and respond to team emails, phone call with Glenn Lazof, initiate Nerd Crossing support request for assistance with email issue									
04/14/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	5.000	0.000	0.000	5.000
Employee Comments: Read and respond to fire district and RGS team emails, BLS monthly reporting, Team video conference.									
04/15/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.500	0.000	0.000	2.500
Employee Comments: Create Nerd Crossing support ticket, read and respond to emails, process fire district emails and voicemail, phone call with Glenn Lazof, coordinate creation of new VPN for fire district computer access									
04/16/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.750	0.000	0.000	0.750
Employee Comments: Read and respond to RGS and fire district emails, check fire Voicemail									
04/20/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.500	0.000	0.000	1.500
Employee Comments: Read and respond to KFPD and RGS emails, check and respond to fire voicemail									
04/21/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.250	0.000	0.000	3.250
Employee Comments: Read and respond to KFPD and RGS emails, video conference with Glenn Lazof, phone call to Jim Hammack, email migration issue coordination, check and respond to fire voicemail									
04/22/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.750	0.000	0.000	2.750
Employee Comments: Read and respond to KFPD and RGS emails, Glenn Lazof phone call, Phone calls to Nicolay consulting and Delta Dental, check and respond to fire voicemail									
04/23/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.750	0.000	0.000	1.750
Employee Comments: Read and respond to KFPD and RGS emails, GASB 75 project, check and respond to fire voicemail									
04/24/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.500	0.000	0.000	2.500
Employee Comments: Read and respond to KFPD and RGS emails, check and respond to fire voicemail, verify KFPD desk manual word doc, video conference on email migration, phone calls with Glenn Lazof and Delta Dental									
04/27/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.500	0.000	0.000	2.500

Entry)

65 Employee Comments: Read and respond to KFPD and RGS emails, check and respond to fire voicemail, phone call with Glenn Lazof, coordinate sink repair at Station

04/28/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4,500	0.000	0.000	4,500
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Employee Comments: Read and respond to KFPD and RGS emails, check and respond to fire voicemail, review fire district AOL emails, email report to Glenn Lazof reporting on composition of AOL emails, review draft of district's Fire Plug newsletter, teleconference with KFPD finance team

04/29/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.750	0.000	0.000	0.750
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Employee Comments: Read and respond to RGS emails, check and respond to fire voicemail, phone call with Glenn Lazof, submit request for VPN setup for new employee, emails related to district's GASB 75 project

04/30/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3,500	0.000	0.000	3,500
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Employee Comments: Read and respond to RGS emails, check and respond to fire voicemail, submit support ticket for fire email failure, phone calls and emails regarding electrical problem at Station 65, team teleconference regarding KFPD board meeting agenda

Regular	49.750
Overtime	0.000
Double Time	0.000
Total Hours	49.750

MILLER, JOLENE R. (00698)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/07/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	0.250	0.000	0.000	0.250

Employee Comments: Fireplug newsletter checkin with John

04/30/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.000	0.000	0.000	2.000
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Employee Comments: Fire Plug Newsletter Draft

Regular	2.250
Overtime	0.000
Double Time	0.000
Total Hours	2.250

PANTERA, SHAHRZAD (00693)

Date	Start Day	Department Group	Department	Location	Shift	Reg	Ovt	Other	Total
04/01/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000

Employee Comments: AP Prep, bookkeeping and financial filling

04/02/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000
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Employee Comments: Kensington AP, Transmittal prep= financial prep

04/03/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.000	0.000	0.000	2.000
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Employee Comments: AP- bookkeeping

04/06/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.500	0.000	0.000	4.500
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Employee Comments: AR-Invoice generation and sending of invoices, e-mail correspondence, Account reconciliation- AP prep

04/07/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.500	0.000	0.000	2.500
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Employee Comments: Task list, team meeting, e-mail correspondence

04/08/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.000	0.000	0.000	3.000
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Employee Comments: team meeting, task list, e-mail correspondence

04/09/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular	4.000	0.000	0.000	4.000
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Finance						(Manual Entry)				
Employee Comments: Financial board meeting report review, prep, transmittal prep, QB update- GL review										
04/10/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.000	0.000	0.000	3.000	
Employee Comments: Follow up on 4-8 board meeting, prep of transmittal submission report, email correspondance										
04/13/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000	
Employee Comments: processing of 4-8-20 scan of invoices and statements- e-mail correspondance, following up on transmittal and CalPERS										
04/14/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000	
Employee Comments: e-mail correspondance, submitting of March transmittal, AP prep										
04/15/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	1.500	0.000	0.000	1.500	
Employee Comments: E-mail correspondance, meeting , filling										
04/16/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.000	0.000	0.000	3.000	
Employee Comments: Financial tasks, bookkeeping, e-mails, invoice approvals										
04/17/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.500	0.000	0.000	3.500	
Employee Comments: transmittal, invoice prep, bookkeeping										
04/20/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.000	0.000	0.000	3.000	
Employee Comments: e-mails, coordination and organizations of files and invoices- follow up on the transmittal										
04/21/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.000	0.000	0.000	2.000	
Employee Comments: e-mail, task list, invoice approvals										
04/22/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	2.000	0.000	0.000	2.000	
Employee Comments: task list update, transmittal ,										
04/24/2020	Friday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000	
Employee Comments: Task list, invoice approvals, emails, transmittal										
04/27/2020	Monday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.000	0.000	0.000	3.000	
Employee Comments: prep of transmittal and e-mail and phone correspondance										
04/28/2020	Tuesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000	
Employee Comments: Setup VPN, bookkeeping, transmittal for special meeting, team meeting										
04/29/2020	Wednesday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	3.000	0.000	0.000	3.000	
Employee Comments: Meeting with CPA, gathering of transmittals, e-mail correspondance										
04/30/2020	Thursday	3750 - Kensington Fire PD	3750-000 - Kensington Fire PD-Finance	RGS	Regular (Manual Entry)	4.000	0.000	0.000	4.000	
Employee Comments: e-mails, invoice organizations, working with CPA on data, transmittal prep and review, invoice authorization										

Regular	68.000
Overtime	0.000
Double Time	0.000
Total Hours	68.000

Regular	225.340
Overtime	0.000
Double Time	0.000
Total Hours	225.340



TO: Board of Directors
Kensington Fire Protection District

DATE: June 26, 2020

RE: **ADOPT RESOLUTION 20-08 ORDERING THE EVEN-NUMBERED YEAR BOARD OF DIRECTORS ELECTION, CONSOLIDATION OF ELECTIONS, AND SPECIFICATIONS OF THE ELECTION ORDER**

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends that the Board of Directors adopt Resolution 20-08 ordering the even-numbered year board of directors election, consolidation of elections with Contra Costa County, and specifications of the election order.

Background

The terms of Kensington Fire Protection District Directors Don Dommer and Laurence Nagel expire on December 4, 2020. The District is required to order a General Election for these which will be consolidated with the Statewide General Election in Contra Costa County. The directors will be elected for a four-year term commencing on January 1, 2021. The official filing period begins July 13, 2020 and ends August 7, 2020; if no incumbent files nomination papers by August 7, the filing period is extended for non-incumbents.

Pursuant to Section 13307 the District has established that each candidate will pay an estimated cost of \$219.40 for the Candidate’s Statement, to be paid at the time of filing. If the actual cost exceeds the estimate, each candidate will pay their respective share of the additional cost and if the actual cost is less than the estimate, the candidate will receive a refund of the overpayment. The District will reimburse the county for the actual cost incurred by the county elections official in conducting the general election upon receipt of a bill stating the amount due as determined by the elections official.

Fiscal Impact

The Fiscal Year 2020-2021 Budget includes \$4,000 for the District’s estimated cost of elections.

Attachment(s): Resolution 20-08

RESOLUTION 20-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT ORDERING EVEN YEAR BOARD OF DIRECTORS ELECTION, CONSOLIDATION OF ELECTIONS; AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, California Elections Code requires a general district election be held in each district to choose a successor for each elective officer whose term will expire on the first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year; and

WHEREAS, other elections may be held in whole or in part of the territory of the Kensington Fire Protection District and it is to the advantage of the District to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10520 requires each district involved in a general election to reimburse the County for the actual costs incurred by the county elections official in conducting the election for that district; and

WHEREAS, Elections Code Section 13307 requires that before the nominating period opens, the Board of Directors of the Kensington Fire Protection District must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; may establish the cost; and determine whether the costs be paid in advance; and

WHEREAS, Election Code Section 12112 requires the elections official of Contra Costa County to publish a notice of the election once in a newspaper of general circulation within the Kensington Fire Protection District

NOW, THEREFORE, IT IS ORDERED that an election be held within the territory included in the Kensington Fire Protection District on the **3rd day of November 2020**, for the purpose of electing members to the board of directors of said district in accordance with the following specifications:

1. The Election shall be held on **Tuesday, the 3rd day of November 2020**. The purpose of the election is to choose members of the Board of Directors for the following seats:

Director Don Dommer	Elected 12/2/2016 to 12/4/2020
Director Laurence Nagel	Elected 12/2/2016 to 12/4/2020

2. The District has determined that the Candidate will pay for the Candidate's Statement. As a condition of having the Candidate's Statement published, the candidate shall pay the costs at the time of filing. The Candidate Statement is limited to 250 words. The District hereby establishes the cost for a candidate statement as the following: \$219.40.
3. The District directs that the County Registrar of Voters of Contra Costa County publish the Notice of Election in a newspaper of general circulation that is regularly circulated in the territory.
4. This Board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the District, as provided in Elections Code 10400.
5. The District will reimburse Contra Costa County for the actual cost incurred by the county elections official in conducting the general district election upon receipt of a bill stating the amount due as determined by the elections official.

Item 4

6. The General Manager of this District is ordered to deliver copies of this Resolution to the Registrar of Voters, and if applicable, to the Registrar of Voters of any other county in which the election is to be held, and to the Board of Supervisors.

THE FOREGOING RESOLUTION WAS ADOPTED by the Kensington Fire Protection District upon motion of Director _____, seconded by Director _____, on Friday, the 26th day of Jun 2020, by the following vote:

AYES:
NOES:
ABSENT:
ASTAIN:

Julie Stein, President

Laurence Nagel, Secretary



TO: Board of Directors
Kensington Fire Protection District

DATE: June 26, 2020

RE: **AUTHORIZE INTERIM GENERAL MANAGER TO PAY TOTAL COSTS ASSOCIATED WITH COUNTY EVALUATION OF PUBLIC SAFETY BUILDING RENOVATION AND INVOICE KPPCSD FOR FIFTY PERCENT (50%) IF NEEDED TO CONTINUE PROJECT**

SUBMITTED BY: Mary A. Morris-Mayorga, Interim General Manager

Recommended Action

Staff recommends that the Board of Directors authorize the Interim General Manager to pay the total costs associated with the County evaluation of the Public Safety Renovation Option B and invoice KPPCSD for fifty percent (50%) if needed to continue the project.

Background

At the Special Meeting of the Board of Directors held on June 3, 2020, the Board authorized the Interim General Manager to seek County evaluation of the Public Safety Building Renovation Option B. KFPD is working with RossDrulisCusenbery Architecture on this effort in coordination with KPPCSD.

At the June 10, 2020 Regular Meeting of the Board of Directors, the Board authorized the Interim General Manager to devise cost-sharing arrangements with KPPCSD for the potential renovation and report back to the Board. KFPD has established an agreement with RDC via Extra Service Request (ESR007) approved by the Board of Directors on May 27, 2020 and understands KPPCSD may establish a similar agreement which is anticipated for approval at their July Board of Directors Meeting.

RDC stated that the timing of that approval will not hinder continuation of this effort and will not prevent RDC from providing a fifty percent (50%) cost-share billing to each District. However, recognizing that time is of the essence it would be beneficial to authorize the KFPD Interim General Manager to pay the total costs of this effort and invoice KPPCSD for fifty percent (50%) of those costs. Although not expected, any unforeseen delay in the KPPCSD agreement with RDC could present a project schedule shift. This authorization would not be utilized if the KPPCSD agreement with RDC is in place as anticipated.

Fiscal Impact

RDC is in the process of developing an operating agreement containing the total estimated cost of the County evaluation which could range from \$20,000 to \$30,000 for all preparation of documents/plans, performing code review, preparation and attendance at County meetings, and additional follow-up as required. The operational agreement will work in conjunction with ESR007 and serve in essence as the not-to-exceed; in the event those costs are anticipated to exceed that limit, RDC would immediately contact KFPD. The Fiscal Year 2019-2020 and 2020-2021 Budgets include professional consulting services as well as capital project funds.