

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

AGENDA

A Regular Meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held Thursday, November 8, 2012, at 7:00 P.M., at the Community Center, 59 Arlington Avenue, Kensington, California.

Note: All proceedings of the open session meeting will be tape recorded and video taped.

Roll Call
Public Comments
Board Member/ Staff Comments

APPROVAL OF CONSENT CALENDAR

- a) Minutes of the Regular Meeting July 12, 2012, Page 2
- b) Minutes of the Regular Meeting October 11, 2012, Page 16
- c) Profit & Loss Budget Performance for October 2012, Page 24
- d) Park Revenue & Expenses Report for October 2012, Page 28
- e) Board Member Reports-None
- f) Correspondence, Page 35
- g) Police Department Update, Page 37
- h) Monthly Calendar (Not available at printing)
- i) Recreation Report, Page 47
- j) General Manager Report, Page 48

DISTRICT - NEW BUSINESS

1. General Manager/ Chief of Police Greg Harman will present to the Board for consideration a new 60-month lease with Synectic/ Avaya for an upgraded phone equipment and software system for the police department. The new lease is \$292.34 per month for 60 months. Our current Avaya system is leased for \$111.00 per month. Board Action. Page 52
2. Vice President Tony Lloyd and Director Linda Lipscomb will provide a Policy Committee Status report regarding the draft revision of the Expense Reimbursement provisions of the KPPCSD Board Policy Manual. Page 81

ADJOURNMENT

General Information

Accessible Public Meetings

NOTE: UPON REQUEST THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT WILL PROVIDE WRITTEN AGENDA MATERIALS IN APPROPRIATE ALTERNATIVE FORMATS, OR DISABILITY-RELATED MODIFICATION OR DISABILITIES TO PARTICIPATE IN PUBLIC MEETINGS. PLEASE SEND A WRITTEN REQUEST, INCLUDING YOUR NAME, MAILING ADDRESS, PHONE NUMBER AND A BRIEF DESCRIPTION OF THE REQUESTED MATERIALS AND PREFERRED ALTERNATIVE FORMAT OR AUXILIARY AID OR SERVICE AT LEAST 2 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

General Manager/ Chief of Police Greg Harman, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707
POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org
Complete agenda packets are available at the Public Safety Building and the Library.

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 1
BOARD OF DIRECTORS

Meeting Action Minutes for 07/12/2012

AGENDA

A regular meeting of the Board of Directors (BOD) of the Kensington Police Protection and Community Services District (KPPCSD) was held Thursday, July 12, 2012, 7:00 PM, at the Community Center, 59 Arlington Avenue, Kensington, California.

ATTENDEES

<u>Elected Members</u>	<u>Guests/Presenters</u>	
Charles Toombs, President	Joel Koosed, Outlook	Joan Gallegos
Tony Lloyd, Vice President	John Stein	Lynn Wolter
Cathie Kosel, Director	Paul Dorroh	Gail Tapscott
Linda Lipscomb, Director	Celia Concus	Carolyn Flowers
Mari Metcalf, Director	Karl Kruger	Rick Artist
	Gloria Morrison	Anthony Knight
	Gretchen Gillfillan	Barbara Dilts
<u>Staff Members</u>	Allison Schutte, Hanson Bridgett	Leonard Schwartzburd
Gregory E. Harman, General Manager/Chief of Police	Chris Hefner	Mayberry Benson
Anita Darden Gardyne, District Administrator	Andrew Gutierrez	Jim Hauskens
Master Sergeant Rickey Hull	Vida Dorroh	Elena Caruthers
Sergeant Keith Barrow	Andrew Reed	
Sergeant Kevin Hui		
Detective Eric Stegman		

ANNOUNCEMENTS: Board President Charles Toombs called the meeting to order at approximately 7:00 PM and announced that the Board would enter into Closed Session pursuant to Government Code Section 54956.9(b) to conference with legal counsel to discuss significant exposure to litigation: Bay View Refuse & Recycling, Inc. demand for arbitration. President Toombs asked for Public Comment specific to the closed session and received none. He said that Board and Staff Comment would continue after the BOD's closed session was completed. He moved the Board to closed session at approximately 7:03 PM.

President Toombs reconvened the public session at approximately 7:43 PM and stated that no final decisions were made.

PUBLIC COMMENTS

An unnamed female resident said she recently became aware of the CA Society of Municipal Financial Officers and noticed that Kensington was not affiliated with the organization though some surrounding communities are. She suggested Kensington consider joining as a part of improving its accounting practices. She also inquired about the department's clearance rate and asked if it would be reviewed during the meeting. GM/COP Harman responded that Detective Stegman would review clearance rates during the Consent calendar portion of the meeting.

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 2 BOARD OF DIRECTORS

Karl Kruger said he is concerned that homeowners were asked to assess themselves \$300 per year to retain an independent police force. He said he thought it seemed like a good thing at the time and that he believed there were people keeping an eye on the money. He said what actually happened is that GM/COP Harman gave officers salary increases by advancing them. He said he thought this was wrong and done in an underhanded way. He said he is concerned about unfunded liabilities and the potential for overspending by government agencies. He cited Stockton, Vallejo, and San Bernardino as examples of financially distressed government agencies that spent more money than they had. He said he had sent an email to Chief several weeks ago regarding Kensington's finances and not received a response. He asked the BOD to direct GM/COP Harman to respond to those questions posed in his email unless proprietary information had been requested. President Toombs responded that GM/COP Harman and the Staff Assistant had been on vacation for the past few weeks so Mr. Kruger's request was not being ignored. Director Kosel asked Mr. Kruger to provide her with a copy of the email he sent to GM/COP Harman.

BOARD COMMENTS

Vice President Lloyd said the Path's Committee is evolving and moving forward with Path migration. He said the team is breaking through with the County on a process for path transfer. He said construction on the Kenyon pipe is on schedule and he and the team look forward to sharing a model for path transition at a future meeting. Vice President Lloyd asked Director Lipscomb to provide a status on the Policy Review and Upgrade Committee team they jointly chair.

Director Lipscomb thanked resident Barbara Dilts for all the word processing work she is doing on behalf of the Policy Review and Upgrade Committee team. Director Lipscomb said the team is continuing to work through the much needed policy manual revision with the input of attorneys. She said the Committee meets on the third Tuesday of each month, that the meeting is noticed, and encouraged the public to attend.

Director Lipscomb said she attended a KIC Board meeting that included a wonderful presentation regarding cell phone towers and the potential for improving cell phone communications in Kensington. She said the presenter at the meeting, Bryce Nesbitt, had a great idea for placing a cell tower in the cemetery. She said she thought that the KPPCSD BOD or the Public Safety Committee should consider this option.

President Toombs said that the Building Committee got a grant from the KCC to fund a financial advisor to assist with public financing options associated with the Park Building. He said a Request For Proposal (RFP) went out to about five terms. He said the financial advisor will be selected at the August 1st Building Committee meeting. He also said the Budget Committee had completed its budget work and the budget was approved at the last KPPCSD BOD meeting.

President Toombs said he did some research regarding the need for KPPCSD Directors to file a Form 700 in response to a question raised by Director Metcalf at the June 2012 KPPCSD BOD meeting. He said his research confirmed KPPCSD Directors need to file a Form 700 and noted that the KPPCSD Policy Manual Section 1020.20 requires Directors to file a Form 700 as well.

Director Metcalf said she had actually asked two questions at the last meeting and they were: 1) which part of the Government Code applies to KPPCSD Directors? and 2) with whom do these forms get filed? GM/COP Harman responded that the KPPCSD Form 700's are filed with the Contra Costa County Clerk. President Toombs said he reviewed the Fair Political Practice Commission (FPPC) Form 700 pamphlet and not the Government Code. He said the FEPC Form 700 Reference pamphlet says if your agency has

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 3
BOARD OF DIRECTORS

adopted a Conflict of Interest Code, which the District has, those bound to it must submit a Form 700. He said he would be happy to go back to the Governmental Code to do additional research if necessary.

Director Metcalf said she found the news reports about Stockton sobering and she finds it is scary to think a place like Stockton is sacrificing essential things we take for granted like police and fire services.

Director Kosel said she believes Form 700's may need to be filed with the State and not Contra Costa County. She recommended the appropriate filing place be confirmed. Next she asked GM/COP Harman on the status of his search for new external auditors. She noted that doing so had been approved unanimously by the KPPCSD BOD in its April, 2012 meeting. GM/COP Harman responded that the FY10/11 audit is being held and until is cleared, the District cannot bring on a new auditor.

STAFF COMMENTS

GM/COP Harman announced that the California Special District Association (CSDA) is hosting a webinar for Required Ethics Compliance Training (AB 1234) on August 7th and that Police Specialist DiNapoli can make arrangements to sign up Directors up who have not met this training requirement. In response to a question from President Toombs, GM/COP Harman directed Secretary Gardyne to email the KPPCSD Directors and let them know if they have completed this training within the past two years as required.

Master Sergeant Hull announced that a Traffic Enforcement form has been placed on the District's website (<http://kensingtoncalifornia.org/trafficrequest.php>) and is available for the public to fill out and submit their traffic concerns to the Kensington Police Department (KPD). He explained how to access and populate this form and said it will allow the department to use its resources more effectively. Next Master Sergeant Hull said KPD had received a complaint from a citizen regarding parking in a handicapped zone. He said he confirmed that the handicapped zone at Amherst and Arlington was constructed in 1995 and need not be in compliance with AB 5031 as it was not adopted until in 2008. He said this confirms the handicapped zone at Amherst and Arlington meets legal standards and citations issued at this location are valid.

Director Kosel asked Master Sergeant Hull if residents can paint their own curbs white or red, for example. Master Sergeant Hull said residents can use the Traffic Enforcement form to alert KPD of these types of markings. He said the County is responsible for the roads and the County's Public Work's Department makes the determination of curb designation, not residents.

Sergeant Hui said the District's website was upgraded so when a resident submits a Vacation Watch Form, an auto response confirming the form was successfully submitted is launched. Next he reminded all that August 7th is National Night Out (NNO). He encouraged the public to host or attend a NNO party on that night and asked residents to contact Officer Doug Wilson to follow up on NNO.

GM/COP Harman announced that the second Citizen's Academy is starting September 11, 2012 and he invited interested participants to sign up via the District website. He also said the public can contact Officer Doug Wilson to inquire about or sign up for this class.

CONSENT CALENDAR

Note all changes appear in bold

4

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS

Director Kosel requested to pull item g, the Police Department Update.

GM/COP Harman said that the Minutes for the Regular June 2012 KPPCSD BOD meeting were not prepared and he was responsible for preparing those Minutes. He also said the BOD needed to approve the Minutes for Closed BOD sessions held June 6, 2012 and June 26, 2012 respectively as minutes from those sessions were included in the July 2012 KPPCSD BOD package.

Director Kosel asked what category the carjacking on Sunset would fall under. Detective Stegman said it was a robbery. Director Kosel then asked how a case becomes suspended. Detective Stegman said a case is suspended when no more leads exist to follow. He said the amount of time before a case is declared suspended varies but he would wait a reasonable amount of time before declaring a case suspended. He said a case is made current, as in is removed from the suspended category, when new information is made available. Detective Stegman said a case being categorized as suspended does not make it a dead case.

Director Metcalf asked what a Cell Phone Forensics Class was. Detective Stegman responded that it was a class that taught how to download all information contained in a cell phone evaluated by a legal search.

MOTION: Director Kosel moved to approve the Consent Calendar. Director Lipscomb seconded this motion.

AYES: Toombs, Lloyd, Kosel, Lipscomb, Metcalf NOES: 0 ABSENT:

DISTRICT – OLD BUSINESS – None.

DISTRICT – NEW BUSINESS #1 - General Manager Greg Harman will present to the Board for adoption Resolution 2012-07 of the Kensington Police Protection & Community Services District, the Notice of Determination of the Appropriations Limit for Fiscal Year 2012-2013. Board Action. Page 33

STAFF COMMENTS

GM/COP Harman said every year the BOD needs to adjust its appropriation limit in a public, posted forum. He said this is commonly referred to as the Gann limit and was set in 1979. He said the District had to post raising its rates 15 days prior to tonight's posted meeting, which was done, and every 4 years the voters have to approve the new Gann number. He said this limit adjusts annually based on population and community personal income changes. He said the Gann limit for FY 12/13 has been established at \$3,464,995. He said setting this limit tells the community the District will not collect more than \$3,464,995 in taxes nor spend more than \$3,464,995. He said if there is too large a difference between what is collected and what is spent, then per the Gann limit, the community would need to be refunded that amount of money. He said the District would not collect \$3,464,995 in revenue and its expenses will not reach \$3,464,995.

BOARD COMMENTS

Director Kosel asked GM/COP Harman to explain where Resolution 2012-07 was posted for public inspection 15 days in advance of tonight's meeting. He responded that it was posted June 22, 2012 at the Public Safety Building, at the Pharmacy kiosk, and at Colusa Market. He said he could not confirm that Resolution 2012-007 was posted on the District's website though noted it was included in the July 12, 2012 KPPCSD BOD Agenda package. Allison Schutte of Hanson Bridgett confirmed the posting requirement was met through these actions. Director Kosel asked GM/COP Harman if he had considered

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 5
BOARD OF DIRECTORS

different communications vehicles that would enable more residents to review Resolutions in advance of their discussion at KPPCSD BOD meetings. Director Kosel said she acknowledges the legal posting requirement had been met with Resolution 2012-07 and she was merely seeking a communications plan that allowed more and easier community access to future Resolutions. President Toombs said he researched how other cities handled similar postings and most just include it with their BOD package. President Toombs suggested items such as this Resolution could be run in the Outlook or the Patch but would depend on the Outlook or Patch having space to run it for free or the District paying them to run it. He said it was the first time he heard concern about the public not having access to review this type of this information. GM/COP Harman said he was asking the BOD to approve Resolution 2012-007.

BOARD COMMENTS

Vice President Lloyd asked GM/COP Harman to confirm that if 95% of the income from Kensington comes from taxpayer derived sources and Kensington has an annual operating budget of \$2.3M a year, passage of Resolution 2012-007 is merely a sanity check to ensure that the District sets a budget of income and expenses that is significantly below \$3,464,995. GM/COP Harman responded that pre-Prop 13, communities were using a variety of means to tax its citizens. He said as a result of that, Prop 218 was passed to try and curb that. He said the Gann limit's purpose is to ensure cities only set rates for what its services cost. He said the purpose of this is to ensure that citizens are only assessed to cover costs for services provided. He said the purpose of the Gann limit is to keep the government in check for taxation and government expenditures.

Director Metcalf asked what the source for the change in Kensington per capita personal income was as she suspected an annual increase of 3.77% seemed high. GM/COP Harman responded this source was the Legal Department who prepares this information. He then said their source is the Department of Financial and Population data posted on the State Department of Finances website.

PUBLIC COMMENTS

None.

MOTION: Director Lipscomb moved to approve Resolution 2012-07 establishing the appropriations limit application to the District for the FY 2012/2013. Vice President Lloyd seconded this motion.

AYES: Toombs, Lloyd, Kosel, Lipscomb, Metcalf

NOES:

ABSENT:

DISTRICT – NEW BUSINESS #2 - KPPCSD Board Vice President Tony Lloyd will present for Board discussion and possible action the salary compensation package for General Manager/ Chief of Police Greg Harman for the July 1, 2012- June 30, 2014 contract period. Board Action.

BOARD COMMENTS

Vice President Lloyd said he was providing an oral report from the Sub-Committee and there were no copies to work from. He said the one document that will be discussed will be passed out later in the evening. He said the purpose of this part of the agenda is to conclude the session started in April regarding the performance evaluation of the GM/COP of Kensington. He said the evaluation process has gone through several iterations and the BOD adopted an upgraded evaluation process for the GM/COP. He said this is the first year this evaluation process is being applied to the GM/COP. He said the GM/COP was evaluated against his goals and objectives for 3 years: 2009, 2010, and 2011. He said from that process a BOD Resolution of how well the GM/COP performed was arrived at. Goals and objectives

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 6
BOARD OF DIRECTORS

were also set with the GM/COP's participation. He said the last part of the process is to look at the compensation for the GM/COP. He said in the June 2012 meeting, the BOD confirmed the GM/COP would have his contract extended for two years and his compensation would be decided at a later date. He said the compensation decision here is unique in that it a performance evaluation process is the only vehicle by which compensation can be arrived at and because GM/COP compensation is publicly discussed in an agenda'd meeting. He said he and Director Lipscomb will present their recommendation to their BOD colleagues having been appointed to the Performance Evaluation & Compensation Committee for the BOD. He said he and Director Lipscomb are prepared to present what they believe is a reasonable and meaningful recommendation for the GM/COP for Kensington. He said then the BOD will have an opportunity to discuss and give comment to the recommendation, staff will then be allowed to comment, and next the public will have an opportunity to comment. He said this is not an open hearing, not a debate but a meeting of the legislative body of the Community Services District. He said the comments need to be focused on the GM/COP process consistent with KPPCSD policies. He said the GM/COP's Performance review and evaluation is proprietary and confidential under the Police Officer's Bill of Rights and as a result, the GM/COP's performance evaluation and outcome cannot be discussed publicly. He said he could share that a majority of the BOD assigned the GM/COP a performance rating of Completely Satisfactory/Meets.

Vice President Lloyd said the current employment contract with the GM/COP is from 2008 and that the GM/COP has not received a raise since 2008. He said originally there were 4 or 5 candidates for the GM/COP position. He said that candidate #1 disqualified himself and the current GM, who had been candidate #2, was selected to assume the blended GM/COP position. He said when the job was filled; most of the emphasis appears to have been on the police side of the equation. However, in the past few years, the general manager function has received more emphasis. He said it appears the police management process is moving along at a greater pace and is pretty much satisfactory. He said the initial compensation analysis in 2007 was based 90- 95% on police management and 5% on general management issues. He said since being hired, the GM/COP's had one salary adjustment and it was in 2008 for a 3.5% increase. He said when the job was filled, there was discussion, though no commitment made, that the GM/COP salary would increase by about 3% per year and/or match CPI increases. He said this was part of the decision criteria considered when the incumbent accepted the position. The incumbent also expected a performance evaluation process that linked to salary increase such that if he performed better against his objectives, it was reasonable and feasible to expect his salary to increase to reflect his level of performance. He said tonight a meritorious process was being introduced.

Vice President Lloyd said there are some common elements with this GM/COP position and its compensation and there are some unique situations. Common attributes include being paid, the harder you work the more money you get, performance and compensation reviews being performed annually, compensation being tied to economic factors like CPI and how the economy is doing, and organization budget and profitability. He said Kensington is a cost center so there is no opportunity to measure profitability but an evaluation of performance against expense budget can be measured. He said these are common factors in figuring out the reward recognition relationship. He said the GM/COP has all the responsibility and authority in most cases and it is not tied to the reward relationship as occurs in other industries.

Vice President Lloyd said unique elements of the GM/COP position include no opportunity for promotion as a means to salary increase, no authority to approve or recommend his own wage package, an administrative body that may lack authority and expertise in administering compensation and a BOD body in which members may change every two years resulting in a reduced opportunity to build a relationship with his bosses as might occur in the private sector. He said the Sub-Committee was looking at a compensation that had not been addressed for three years by the KPPCSD and the BOD is

Kensington Police Protection and Community Services District – Board of Directors Meeting – 07/12/12

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 7
BOARD OF DIRECTORS

responsible for that. He said there is a three year latency issue that needs to be resolved right now. He said since he had summarized some of the factors considered in developing their salary recommendation, he would ask Director Lipscomb to review salary comparables.

Director Lipscomb said professionals hired to assist with the Kensington Police Officers Association (KPOA) contract negotiations had looked at 10 comparable cities to review their employee compensation packages. Criteria used to select these cities included similar demographics like income, were in the vicinity, some that shared similar geography, scope of services provided, communities served, etc. Some of those agencies paid high, some paid low but she believes the Kensington philosophy is to pay in the middle. The ten jurisdictions that were looked at were: Broadmoor, Albany, Belmont, Brisbane El Cerrito, Fairfax, Hercules, Piedmont, Benicia, San Anselmo, and Twin Cities. She said she spent many hours collecting data, some from 2010. She said some contracts were not readily available and in some cases a review of City Council meeting minutes was required to extract data. She said we are as low as it gets in paying our CEO. She said total compensation in these other jurisdictions ranged from \$291,000, which includes salary plus benefits plus CalPERS and that the basic salary ranged from \$134,000 in Fairfax to approximately \$180,000 in Belmont. She said there is a wide range of salaries. She said looking past Broadmoor, all other jurisdictions are also paying a General Manager and this cannot be overestimated as our Chief of Police is also our General Manager. The General Manager salary in these jurisdictions is in the neighborhood of \$250,000-\$300,000 and we are not paying that. She said Kensington is paying a salary of \$134,500 and all in with medical, CalPERS etc is at \$205,000 annually. She said that we are at the bottom of that list. She reminded all that the salary data reviewed is not well developed because she had to extrapolate and update data as best she could. She said her opinion is that our GM/COP is significantly underpaid and has performed outstandingly well. She said a few of his accomplishments during her tenure on the BOD include the: Park Restroom completion, drainage repair of the Kenton Path at County expense, enabling Kensington to receive grants and commitments of moneys related to Prop 1A securitization and Measure WW, attending the County's Disaster Mitigation Plan as a steering Committee member, launching the Citizen's Police Academy, attending LAFCO meetings as District representative, acting as CSDA legislative representative for our District, and providing a constant presence at many K group and other meetings like Emergency Preparedness, Policy Review Committee, Solid Waste as well as others. She is said we are well covered with this GM/COP and we should compensate him as well as we can. She said she is very pleased to have her affiliation with our current GM/COP and he has done well. She said our District is in good shape and she said Stockton and Hercules are in trouble because they are over extended by tens of millions of dollars and that Kensington is not in that situation. Then, she said Vice President Lloyd would continue the compensation discussion.

Vice President Lloyd asked Administrator Gardyne to distribute the "Proposed KPPCSD GM/COP Recommendation a/o 07/12/12". A copy is attached to these Minutes as Attachment A. He said that the Sub-Committee is basing their compensation decision on two compensation periods: from 2008 to 2012 and 2012 extending out to 2013 and 2014. He said Attachment A shows that GM/COP Harman's base salary in 2008 was increased by 3.5% to \$134,500 and the position received approximately \$50,000 in benefits. He said the value of benefits is difficult to confirm so \$50,000 is an estimate. He said for 2009 through 2011 there was no salary increase yet had a 3% increase been given each year, the GM/COP's annual base salary would have been those values appearing in Column C of Attachment A. He reminded all that these increase were not given and he is simply showing what the GM/COP's salary would have been had the 3% increase been applied at each point in time. He said they were going to deal with the base salary and the benefits are going to be what they are going to be as what matters is what you take home in your pay check. He said that a 3% year over year increase would have resulted in a total compensation increase of \$12,472 from 2008 through 2011. He said there was a majority BOD approval that the GM/COP was completely satisfactory for each year and thus earned a 1% merit increase each year in addition to the 3% increase. The dollar value of this 1% merit increase is reflected in Column F of

Kensington Police Protection and Community Services District – Board of Directors Meeting – 07/12/12

8

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 8
BOARD OF DIRECTORS

Attachment A. He said that Column H summarizes the salary the Sub Committee recommends be paid to the GM/COP for years 2009 – 2011. He said the Sub-Committee also recommends that the GM/COP's base salary be increased to \$148,441 effective July 1, 2012. He reviewed salary recommendations for 2013 and 2014 as reflected on lines 9, 10 and 11 of Attachment A. He said by approving the recommendation (as reflected in Attachment A) inequities get addressed, a job that needs to be looked at is looked at, the performance evaluation process is fixed, and a reasonable modest compensation model for the GM/COP is in place. He then turned the discussion back to President Toombs.

President Toombs asked Vice President Lloyd to confirm his recommendation is for GM/COP Harman to receive a one time true up of \$16,754 to a new base of \$148,441 effective July 1, 2012. In response, Vice President confirmed they are recommending an increase in base salary from \$134,500 to \$148,441 effective July 1, 2012. Next, President Toombs asked questions related to GM/COP's proposed salary treatment for 2012, 2013 and 2014 as detailed on lines 9, 10, and 11 of Attachment A.

BOARD COMMENTS

Director Kosel asked what Vice President Lloyd what he meant when he said this is not a public hearing, this is not a debate. She asked if he meant there was no public comment and only Tony and Linda are allowed presenting their idea. VP Lloyd responded that there would be public comment and that other board members will be allowed to express their comments.

President Tombs said he had asked his questions.

Director Kosel said she questions the appropriateness of considering this issue at all this evening given the short and incomplete notice given to the public to consider this matter. She said open meeting laws require, and the public expects, full and complete information on agenda items before KPPCSD BOD meetings. She said the public is interested in in-depth information about agenda items. She said there were no supporting documents in the agenda package on this matter. She said tonight's BOD package was available 72 hours in advance of tonight's meeting which does meet the legal requirement but was not consistent with the tradition of providing the Board package the Friday before the KPPCSD meeting. She said the Attorney General's Office has defined what constitutes a brief, general description of an agenda item as, "... [it] should be sufficient to inform an interested member of the public about the subject matter under consideration so that he/she can determine whether to monitor or participate in a meeting of the body."

Director Kosel said in this case, there are no documents for the GM/COP's current compensation package available for the public to review in the agenda package and she could not find a public record of the GM/COP's current compensation package for the public to review such as on the District's website. She said the public was given no comparables to study, no global information about pay cuts being implemented across the state, or the impact to pension and other costs. She said it should be noted that GM/COP Harman's current contract calls for him to get 40 vacations days, 14 holidays, 10 sick days and that he has taken an Administrative leave which she has not found in his contract. She said this amounts to 10 weeks off per year plus personal sick leave, family sick leave and administrative leave. She noted that GM/COP Harman is paid to attend all those meetings previously discussed. Director Kosel said GM/COP Harman's contract calls for him to work a minimum of 40 hours per week and he always reports working just the minimum 40 hours per week. She said GM/COP Harman also gets a car with all fuel costs paid for by the District. President Toombs said Director Kosel could not speak about personnel matters outside the scope of this discussion and that he would ask her to leave the meeting if she continued to do so. Director Kosel suggested: 1) the BOD retain GM/COP Harman on a month to month

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 9
BOARD OF DIRECTORS

basis if the majority of the BOD wishes to continue to employ him and 2) if any changes to his compensation are considered, all the information items she mentioned earlier should be included in the agenda package so this BOD keeps faith with this community and provides full information and complete transparency. She said she believes the total lack of information with the agenda package violates the open meeting laws and she moved to table this item. Director Metcalf said she seconded this motion.

MOTION: Director Kosel moved to table this item. Director Metcalf seconded this motion.

AYES:

NOES:

ABSENT:

President Toombs asked Director Kosel if this was a motion or just a lecture. President Toombs said he did not hear this as a motion but as a board comment. Director Kosel said she made a motion and she hopes the Minutes would reflect that.

President Toombs said he wanted to speak to the notion of whether the BOD had sufficient meeting materials. He said tonight there was no Brown Act violation. Allison Schutte, the District's attorney, said her interpretation is that the agenda is sufficient.

Director Lipscomb said that nobody received copies of the document presented tonight in advance of the meeting. She said that anybody can go to the web to the Controller's website to find the comparable salary information she presented this evening. Director Kosel asked if GM/COP Harman's contract was on the web. Director Lipscomb said she did not know but that it was clear that tonight's discussion was about giving GM/COP Harman a raise. Director Kosel said tonight's agenda was not to give GM/COP Harman a raise but rather to determine compensation. Director Kosel said 5% decreases in compensation have happened all over the state.

Director Metcalf said she thinks it is insufficient to be given this information just now and with no preparatory materials. She said she is calculating that the recommendation on the table is to increase GM/COP Harman's salary to \$157,422 by 2014 which reflects a 17% increase plus an undefined benefits increase.

PUBLIC COMMENTS

Joan Gallegos said believes the BOD is not in compliance with the Brown Act and she does not think the BOD can make an informed decision having just received this information.

Leonard Schwartburd said that President Toombs' bullying set a tone that he really objects to.

Barbara Dilts thanked Vice President Lloyd and Director Lipscomb for lots of information. She said she would have liked to have had some of this information in advance. She listed a number of projects under consideration or underway within the District such as the Path's acquisition, the Community Center remodel, issuance of an RFP to retain a new auditor, etc. and asked the BOD to put together a long term, say 5 year, plan the community can review to understand future costs and the need for monies for all identified projects as well as salary increases.

Chris Hefner said the community deserves more information and she does not understand the thinking or methodology used to come up with this recommendation. She said she has never seen retroactive salary given absent a prior job change that had not been acknowledged at the appropriate time. She said the recommendation includes salary increases for the future though the performance has not occurred. She said she hoped the BOD consulted reasonable HR professionals. Director Lipscomb said that GM/COP's

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 10
BOARD OF DIRECTORS

contract specifies an annual review and this was not provided to him. Director Lipscomb said it is not uncommon for a contract to provide for salaries in year 1, year 2, etc. Director Lipscomb said she took issue with what Ms. Hefner said. Vice President Lloyd said he was offended by Ms. Heffner's comments directed at his professional self. Ms. Heffner said she thought she had a right to express herself. Director Metcalf said it was not appropriate to interrupt members of the public. Ms. Hefner said she hoped people could come forward with respect to express their opinions. She reiterated that she believed the methodology used was the wrong one. Director Kosel said she believed the evaluation went back 18 months not three years and that the evaluation was held up for reasons President Toombs will not allow her to discuss.

Paul Dorroh thanked the BOD for finally performing the performance evaluation and providing feedback back to 2008. He said he learned tonight that we are at the low end of the market and that GM/COP Harman has done a good job and he supports the BOD's recommendation.

President Toombs said he was sorry to have to interrupt but that it was 9:45 and that the meeting time needed to be extended to 10:15 in order to continue.

MOTION: Director Lipscomb moved to extend the meeting time so that the BOD could continue to meet 10:15. Vice President Lloyd seconded this motion.

AYES: Toombs, Lloyd, Lipscomb

NOES: Kosel, Metcalf

ABSENT:

PUBLIC COMMENTS

President Toombs said the meeting will continue to 10:15.

Gretchen Gillfillan praised Vice President Lloyd and Director Lipscomb and thanked them for their hard work. She was appalled to learn they were at the bottom of the list and thinks GM/COP Harman has done a good job and should be compensated.

Bruce Morrow said after 3 1/2 years anybody deserves an evaluation and salary treatment. He said Vice President Lloyd and Director Lipscomb did good work and supports their recommendation but he wants the public to see the comparatives and evaluation before a decision is made.

Mayberry Benson said she was offended when President Toombs' claimed he did not hear Director Kosel's earlier motion asking that this topic be tabled. She said she agrees this is bullying and that not enough information has been provided to the public to make an informed decision.

John Stein thanked Vice President Lloyd and Director Lipscomb for their thorough work. He also thanked GM/COP Harman for sitting through something like this. He strongly encouraged the BOD to approve the recommendation. He said if GM/COP Harman were to leave, it would cost the community an additional \$50,000 per year in base salary to replace him. He also recommended that whatever increase is ultimately approved for GM/COP Harman, it be retroactive to July 1, 2012.

Vice President Lloyd said he wanted to respond to Mr. Stein's comment about comparatives. Vice President Lloyd said when he reviewed the San Jose Mercury study of December 2011 of top Municipal executives, the combined salaries for the City Manager and Police Chief of the following jurisdictions

**KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 11
BOARD OF DIRECTORS**

are:

City Manager and Police Chief for the Jurisdiction of:	Received Combined Annual Base Salaries of
El Cerrito	\$358,000
Antioch	\$370,000
Clayton	\$298,000
Hercules	\$279,000

He said these were base salaries and did not reflect the total cost of employment for these positions.

At about 9:55p, President Toombs said there would be a five minute break.

President Toombs reconvened the meeting at about 10:00p. Director Kosel said there was a motion on the table. President Toombs said he knew but we have to get the meeting extended.

MOTION: Vice President Lloyd moved to extend the meeting and Director Lipscomb seconded this motion.

AYES: Toombs, Lloyd, Lipscomb, (Kosel, Metcalf) NOES: ABSENT:

Director Kosel said she made a motion to table and there had been a second. President Toombs said you are right and that they could respond to that motion now.

MOTION: Director Kosel moved to table this item. Director Metcalf seconded this motion.

AYES: Kosel, Metcalf NOES: Toombs, Lloyd, Lipscomb ABSENT:

PUBLIC COMMENTS

Karl Kruger said the GM role is as or even more important than the police function. He recommended salary increases based on CPI if goals are met. He also a CPI cap be but in place as we all remember a time when CPI was as high as 19.8%. He also recommended that goals for 2013 should be clearly defined and that they include a 5 year capital budget. He said he was concerned about unfunded liabilities for pensions, vacation accruals, comp time accruals, sick leave etc. President Toombs said the BOD has spent a lot of time looking at short and long term pensions and obligations. He said this issue has not been ignored at all and the BOD looked at it as a part of contract negotiations with the KPOA.

Director Kosel said in her opinion, the District could choose to hire a half time GM and a Lieutenant to run the police department. She said this would allow the Lieutenant to run to day to day police operations and the GM to oversee the police force. She said doing this would provide accountability, enable a system of checks and balance, that legal costs would go down and that she believed this could be achieved with no increase in costs.

Andrew Gutierrez said he lived on the Arlington freeway. He likened Kensington to Mayberry and said he was not impressed by the services KPD provides along North Arlington as speeding and disobeying traffic rules is rampant and nothing is done about it. He said he wanted to put the proposed increase for GM/COP Harman into perspective before it became fact. He said he worked at a local University and that it would take a professor potentially 35 years of service, teaching hundreds of students, supervising

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 12
BOARD OF DIRECTORS

PhD students, 50 plus hours per week, grant writing, publishing papers and publishing at least two books to achieve the salary proposed for the GM/COP position He said the current Governor and Lt. Governor earn \$165,000 and \$124,000 per year respectively and neither have job security but do have more job responsibility than the GM/COP. He asked if a financial forecast of revenue/ tax assessments over time to cover future salary and benefits costs had been performed as a part of salary compensation. He asked if Kensington was in a race to the top for giving out high salaries vis a vis the City of Bell and noted the average income in Kensington is \$101,000. He said he did not view the GM/COP's current salary of \$134,500 as hardship.

Jim Hauskins said the City of Bell was an interesting comparison and noted that its city government leaders said their salaries were in line with comparable positions. He said there had not been adequate consideration of the long term cost of salaries and benefits for public employees in general. He urged the BOD to take more time to evaluate and consider the proposed GM/COP salary increase.

Vida Dorroh said she appreciates: 1) seeing legal costs go down and 2) not putting the District in a position where legal costs go up. She thanked Directors Toombs, Lloyd, and Lipscomb for their work and effort on behalf of the community. She said she wanted to reminded al that a previous BOD chased a Chief out of this town and that cost Kensington over \$250,000 so she asked all to not be too hasty in their righteousness. She said she appreciates GM/COP Harman.

MOTION: Director Lipscomb moved to extend the session for 15 more minutes. Vice President Lloyd seconded this motion.

AYES: Toombs, Lloyd, Lipscomb

NOES: Kosel, Metcalf

ABSENT:

Elana Caruthers said she is on the Finance Committee and has watched the Chief in action as GM/COP. She said GM/COP Harman has a tough job and he works hard to manage the District's finances and budget. She says GM/COP Harman sets realistic budgets and then manages expenses carefully.

Gail Tapscott said UC employees had not paid into their pensions for 27 years but this changed last year. She said she wanted to clarify UC pension changes as this was discussed by a previous speaker.

Celia Concus said Kensington is not similar to a private sector organization as it is a public sector entity. She said in the public sector people are compensated differently. She said all have read that CA lawmakers have had 18% salary cuts over the past 3 years. She said in June the CA Citizens Compensation Committee ordered across the board salary cuts of close to 5% for the governor, all legislators and all statewide legislators. She said UC Regents approved a furlough plan in 2009 that resulted in an equivalent salary reduction of 4-9%. She said Kensington should look at comparables but recognize Kensington does not operate in a vacuum. She said salary reductions may warrant consideration at this time.

An unknown female said she did not think the 72 hour notice that this topic was to be discussed before the public was enough time for her to prepare for this discussion. She said she looked at the Contra Costa salary schedule posted on the County's website and it indicated the minimum and maximum pay for a police chief was \$127,875 per year with no step or merit increases. She said she was providing another comparable data point for consideration in response to question from President Toombs and the public. She said it is not uncommon for police chiefs, CFO's and other public executives to go without a salary increase. She said she did not think it was fair to the community for the BOD to vote on this tonight given limited data.

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 13
BOARD OF DIRECTORS

Andrew Reed said he has been a human resources manager and consultant for decades. He reminded all that counsel has said there is no Brown Act violation and that this BOD was elected to make this decision. He said looking around the room indicates there was some advanced notice that this topic was on the agenda. He said he agreed with some prior speakers in that what is competitive today needs to be understood. He said he understood the subcommittee's research using 2010 data indicated that the average, perhaps median, base compensation level for other COPs is very low with other jurisdictions and that at \$150,000 it is average. He said the replacement cost for the GM/COP position needs to be considered and that he would be shocked if a Chief of Police could be replaced for \$150,000 per year. He said there would be costs associated with the search. He said the BOD has already decided to extend GM/COP Harman's contract for two years and tonight's discussion is simply about his compensation. He recommended the BOD approve the recommendation of the sub-committee. He said it is irrational to compare the GM/COP's compensation with a college professor's salary as a college professor would not chase down a potentially armed person. He said the sub-committee has done the necessary research.

Leonard Schwartzburd said he came tonight's meeting without an agenda and to listen. He said after hearing tonight's discussion he still does not know what the right thing to do is with respect to GM/COP's compensation. He said he still does not know what is reasonable and that it is a problem.

BOARD COMMENTS

President Toombs asked if there was a motion on the floor. Allison Schutte recommended that the motion be proposed in such a way that it starts with the base salary and then just say a 5% increase per year.

MOTION: Director Lipscomb moved to extend the session for 15 more minutes. Vice President Lloyd seconded this motion.

AYES: Toombs, Lloyd, Lipscomb NOES: Kosel, Metcalf ABSENT:

President Toombs said 3 to 2 we will go to 10:45. Director Lipscomb engaged in a side bar with Allison Schutte, the District's legal counsel to discuss the appropriate language for the proposed motion.

Director Lipscomb motioned that the recommendation of the subcommittee be accepted and that Chief's base salary for the year 2012 be \$148,441 with a 5% increase and a 1% increase possible during that year and that the 2013 base salary, (Allison Schutte advises not to mention the 2013 base salary and Director Lipscomb agrees and states) conditioned upon satisfactory performance as may be determined by the board in its review and further moved that the chief be compensated in a lump sum of \$16,754 that sum to reflect amounts in consideration of the failure to provide evaluations for the period between 2009 and 2011. Vice President Lloyd seconded this motion. President Toombs said he did not see Director Kosel's hand and recognized her at that time.

Director Kosel said that Director Lipscomb had said twice that GM/COP Harman had not been evaluated from 2009 to 2011. GM/Cop Harman confirmed his last evaluation was received in December, 2009. Director Lipscomb said she had made her motion and it had been seconded.

MOTION: Director Lipscomb moved that the recommendation of the subcommittee be accepted and that Chief's base salary for the year 2012 be \$148,441 with a 5% increase and a 1% increase possible during that year conditioned upon satisfactory performance as may be determined by the board in its review and further moved that the chief be compensated in a lump sum of \$16,754 that sum to reflect

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 14
BOARD OF DIRECTORS

amounts in consideration of the failure to provide evaluations for the period between 2009 and 2011. Vice President Lloyd seconded this motion.

AYES: Toombs, Lloyd, Lipscomb NOES: Kosel, Metcalf ABSENT:

MOTION: Director Lipscomb moved to end the meeting at about 10:30 P.M. and Vice President seconded this motion. There was no vote taken.

AYES: NOES: ABSENT:

ADJOURNMENT

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 1

BOARD OF DIRECTORS

Meeting Action Minutes for 10/11/2012

AGENDA

A regular meeting of the Board of Directors (BOD) of the Kensington Police Protection and Community Services District (KPPCSD) was held Thursday, October 11, 2012, 7:00 PM, at the Community Center, 59 Arlington Avenue, Kensington, California.

ATTENDEES

<u>Elected Members</u>	<u>Guests/Presenters</u>	
Charles Toombs, President	Mark Bell	Barbara Steinburg
Tony Lloyd, Vice President	Jim Hausken	Leonard Schwartzburd
Cathie Kosel, Director	Celia Kallins	
Linda Lipscomb, Director		
Mari Metcalf, Director		
<u>Staff Members</u>		
Gregory E. Harman, General Manager/Chief of Police		
Master Sergeant Rickey Hull		
Sergeant Keith Barrow		
Sergeant Kevin Hui		
KPPCSD intern Kristen Noe		

Minutes prepared by KPPCSD intern Kristen Noe.

Board President Charles Toombs called the meeting to order at approximately 7:00p and took a roll call of the Board members. All members were present.

PUBLIC COMMENTS

Barbara Steinburg said she has held respect for the police department all 50 years of her residency. She suggested hearing the COP's thoughts on the conflict of interest issue would be helpful. GM/COP Harman responded that he did not see a conflict of interest. Ms. Steinburg gave an example of a staff member having a grievance and asked about the procedure to resolve it. GM/COP Harman explained that if a grievance was not resolved by the GM/COP, the next level in the procedure was to address the Board. Ms. Steinburg questioned if this had ever happened, and GM/COP Harman replied that it had. Ms. Steinburg asked if any more information could be provided. GM/COP Harman restated that the procedure starts with bringing the grievance to the GM/COP, then the Board, and added that the next step is the courts if the Board's decision is unsatisfactory. He again said he did not see the conflict of interest.

Mark Bell asked if he could address the Board. President Toombs stated this was a time for comments, not dialogue. Mr. Bell asked if there was a time for direct questions. President Toombs responded that if there was a specific agenda item, during its presentation would be the time, or an item to be added to the agenda could be submitted to the COP, but the function of public comments was not to start a debate and was a just a time to comment. Mr. Bell stated he was tired of the matters going on in the community. He said the COP had a great case against the community if those issues continued. Mr. Bell declared the matters of the COP were private and meant to be on record between himself and the Board, and the responsibility of managing and auditing the COP belonged to the Board. He said the duty of the public

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 2 BOARD OF DIRECTORS

was to vote in the Board members to do so. Mr. Bell stated that his understanding was that the Board took an oath to protect the COP's work. Mr. Bell declared the community was being put in jeopardy by becoming legally liable as the COP had a case against them. He reiterated his frustration and exasperation with the situation. He said he wanted the Board to dispute each other, as was their job, in closed sessions.

An unidentified man inquired about how to put an ad to the agenda. President Toombs responded that a submission for an agenda item must be given to the COP. The man asked if anything could be added. President Toombs replied that he and the COP review items and set the agenda, and will add anything not inappropriate. The man referenced page 64 of the agenda packet and asked about the KCC. President Toombs said the KCC is not part of the Board or under their jurisdiction. GM/COP Harman stated the KCC was under contract with the district to provide after school services and events. He said, in contrast, the man was an individual not under contract with the district. The man asked if the community center building belonged to the Board, and GM/COP Harman replied that it belonged to the community under Board authority. He said the KCC is a non-profit with its own Board with whom the district has a contract. The man inquired about submitting a competing business calendar for the agenda. Director Haxo asked if the man had a business or program similar to the KCC for which he wanted to submit a competing bid. The man replied that he did not, and only wanted to advertise in the agenda. Director Metcalf suggested the word "advertising" was causing confusion. GM/COP Harman stated the KCC was reporting its activities to the Board. The man asked if the contract was available to review. GM/COP Harman replied that it was. The man said he wanted public record of being impeded.

Celia Kallins referenced an editorial comment in the *Outlook* which stated a policy change had been made since the incident involving the credit card purchase of airline tickets, and she asked if that were true. GM/COP Harman replied that it was an item on the current agenda. Director Metcalf stated the *Outlook's* claim that a new policy had been put in place was inaccurate because a new policy was not yet in place, as it was an agenda item for that night. President Toombs confirmed it would be discussed later. Ms. Kallins commented on the *Outlook* editor having knowledge that was not yet public.

BOARD COMMENTS

Vice President Lloyd provided an update on the Policy Committee. He said they are continuing to meet, and should have a status report within 3-4 months. He said they are reviewing existing policies as well as legal comments on those policies and changes that have arisen. He stated Path work was continuing, along with the County's work. He commented on time given by the COP to negotiate additional work for the Paths. He also thanked those involved for their time and effort.

Director Lipscomb said she attended a webinar on the AB 340 Pension Reform Bill, the effects of which she believed would save a lot of money but probably would not be felt until the years 2018-2020. She said the bill would limit the money paid for pensions. She also said, in response to comments about planning for the future, that the Finance Committee meets regularly to confer on the budget. She stated its members included herself, President Toombs, citizen Caruthers, and former Board Directors McLaughlin and Katsol, and they work hard on matters such as the pension commission. She declared they perform regular, periodic actuary analyses which they follow and reinvestigate for any budget submitted to the Board. She also noted the rates for AB 340 are not flushed out yet. She mentioned that the COP and accountant Deborah Russell do a lot of work for the Committee, presenting figures and answering questions. She concluded they would continue to report significant changes. Director Lipscomb summarized the Vehicle Licensing Fees case *League of California Cities v. John Chiang*. She noted the money from the VLF largely funds community safety activities. She stated she speaks monthly to Deputy Attorney General Kathleen Lynch, who reported all the briefings were done. She said the judge had yet to make a decision, but if the VLF agreement was ruled unlawful, the community could be impacted. Regarding the lights, she said another meeting with PG&E and Public Works was scheduled for November 1. She also noted that in the September BOD Minutes she was reported as apologizing for not

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 3
BOARD OF DIRECTORS

communicating with the community about the lights, when she actually had reported that PG&E and Public Works had apologized for not communicating and she had been just as uninformed as everyone else.

Director Metcalf announced the Kensington Democratic Club would be hosting free coffee on October 20, 9:30 – 11:00am at the Arlington Café, and John Gioia would be attending.

Director Kosel declared she never advocated contracting out police services, and never made statements or took action to suggest so. She stated that President Toombs and Bill Wright had explored that possibility in the past with El Cerrito Police Chief Kirkland, but that she was not involved.

President Toombs said a report by Brown Taylor had revealed a shortfall in the budget and that their contracting of police services was not cost effective. He explained that he and Mr. Wright had looked at the cost of using different provider for police services only to discover the cost was too high. He said they then looked at raising taxes, and the result was the passing of Measure D. President Toombs stated the study given by Mr. Taylor could be found on the website <http://kensingtoncalifornia.org/>. He then announced that the Public Safety Committee, whose goal is to publicize safety, was looking for more members, and they meet the second Monday of every month at 6:00p.

STAFF COMMENTS

GM/COP Harman described the July 2011 charge against him by Director Kosel and Director Metcalf for misuse of public funds, the violation of his rights from the public accusation, and his subsequent filing of a complaint with the Board. He told of a forensic audit performed and presented to the Board which found no wrongdoing. He stated that Director Kosel then filed a criminal complaint against him with the District Attorney (DA), and an investigation was launched. GM/COP Harman declared the investigation had finished the previous week, and a letter had been sent to Director Kosel, the Board, and himself via Mike Rains, the attorney representing GM/COP Harman and Master Sergeant Hull. Mr. Rains had prepared a letter on behalf of GM/COP Harman and Master Sergeant Hull regarding the criminal investigations performed. GM/COP Harman proceeded to read this letter, which asserted the allegations had no basis for filing after GM/COP Harman had been cleared by the accounting firm Lamorena & Chang and the forensic accounting firm Hemming Morris. GM/COP Harman recited that the complaint was filed out of spite rather than a legitimate motive that arose from a personal vendetta against the COP, and the investigation had wasted the resources of the DA's office. Director Metcalf stated the letter was confidential, but Director Lipscomb argued COP Harman had the legal right to waive his own confidentiality. President Toombs declared COP Harman could read the letter if he wanted. GM/COP Harman continued to read about a previous incident where Director Kosel directed officers to walk off the job.

Master Sergeant Hull read his letter from District Attorney Mark Peterson's office, dated September 26, 2012, describing Senior Inspector Malcolm Vaughn's probe into the incident where Master Sergeant Hull allegedly raced at high speed toward Director Kosel with his vehicle, in order to catch up to and run an inquiry on a license plate suspected in a burglary. He recited that review of dispatch recordings, logs, and police records found other officers involved in other cases at or near that time. He read in conclusion that the probe found insufficient evidence of any allegation of criminal wrongdoing.

GM/COP Harman read his letter from the DA's office dated October 8, 2012 describing the investigation into inappropriate use of district credit accounts, which found insignificant evidence of criminal wrongdoing. He read that the DA's office noted they looked only for evidence of criminal wrongdoing, and would not comment on accounting practices, nor did they perform an Internal Affairs investigation. GM/COP Harman stated that Director Kosel had made previous accusations against him for Worker's

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 4
BOARD OF DIRECTORS

Comp fraud, misuse of funds during the Measure G campaign, and not reimbursing the district for his share of his life insurance premium. He stated all of those allegations had been proven to hold no merit. GM/COP Harman said he had filed a grievance with the Board both in July and again after the incident with Master Sergeant Hull. GM/COP Harman declared he had served the community well. He stressed he was tired of the treatment he had been receiving and the effects on his good name and family.

Director Kosel noted the letter read was written by GM/COP Harman's attorney. She then described the incident on Westminster Avenue, and her feelings of fright when Master Sergeant Hull's car sped toward her, made a U-turn and drove slowly back, and then two plain-clothes officers followed. She said she wrote an inquiring email about the occurrence to COP Harman and received a response 30 days later stating the matter was being investigated. She declared she then sent her inquiry to the DA. She claimed Mr. Rains' letter to contain ludicrous ideas. She said when four or five police officers were distressed by the current police leadership and tried to address the Board, they were told to talk to the GM. President Toombs reiterated the policy on grievances, which starts with reporting to the GM. Director Kosel continued to describe a phone call from a Sergeant about a walk-out and stated she told them not to. She also stated she was denied access to the accountant and at the time refused a forensic audit. She said the Police Officer Bill of Rights was then raised, which she respected. She declared that she asked questions, but didn't make allegations. She also noted that she was accused of indecent exposure by the police, and that her car was vandalized during a Board meeting.

CONSENT CALENDAR

Director Kosel requested to pull Items A and C, the July and September Board Meeting Minutes.

Director Metcalf also requested to pull Item A.

Item A – Director Kosel added to the record of her statement about dialog and communication regarding Resolutions. She stated she had said that the Board and community could do better than minimum posting and needed to increase dialogue and communication.

Director Metcalf suggested inserting exact verbatim regarding the motion that had been in question during past meetings. President Toombs said she should submit what she though should be included to the COP.

Director Kosel referenced page 12 of the agenda packet, and stated the chart of other City Manager and Police Chief salaries did not provide accurate comparisons. She listed the duties of City Managers and stated that in comparison the Kensington GM/COP managed a smaller number of officers, employees, and only one garbage contract.

Director Kosel also questioned the parentheses around "Kosel, Metcalf" in the motion on page 12. GM/COP Harman stated that District Secretary Gardyne had prepared those Minutes. President Toombs suggested that be reviewed.

Vice President Lloyd asked if any action needed to be taken. Director Kosel stated she was just commenting.

Item C – Director Kosel asked why her memos of the COP compensation package were not added to the Minutes. GM/COP Harman replied that because it wasn't discussed, it did not go into the Minutes. He said the memos were added under the Board Member Reports on page 37. President Toombs stated that because it wasn't talked about during the meeting, it was inappropriate to add to the Minutes.

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 5
BOARD OF DIRECTORS

MOTION: Director Lipscomb moved to approve the Consent Calendar without Item A, the July Minutes. Vice President Lloyd and President Toombs seconded this motion.

AYES: Toombs, Lloyd, Kosel, Lipscomb, Metcalf NOES: 0 ABSENT:

At about 8:15p, President Toombs said there would be a five minute break.

President Toombs reconvened the meeting at about 8:20p.

DISTRICT – OLD BUSINESS #1 – GM/COP Harman presented for a second reading the revision to KPPCSD Board Policy #1020 Conflict of Interest. GM/COP Harman reread and reviewed from the previous meeting the memo regarding the update to the Conflict of Interest Code. He stated the first reading was held at the September 13 meeting and the deadline would be met by passing it that night.

Director Lipscomb performed the second reading of a revision to KPPCSD Board Policy #1020 Conflict of Interest.

BOARD COMMENTS

None.

PUBLIC COMMENTS

An unidentified man expressed his concerns about the incorporation of the GM and COP roles because of their differences.

Director Lipscomb stated the Conflict of Interest Code under discussion was not regarding the merging of the GM and COP roles, but was regarding the conflict of interest present when contracting to and serving relatives. She said the structure of the GM/COP role had existed for a long time, but asked if she could return to the man's concern in more detail after moving forward to New Business. The man agreed.

MOTION: Director Lipscomb moved to accept the second reading of the revised KPPCSD Board Policy #1020 Conflict of Interest Code. President Toombs seconded this motion.

AYES: Toombs, Lloyd, Kosel, Lipscomb, Metcalf NOES: 0 ABSENT:

DISTRICT – NEW BUSINESS #1 – GM/COP Harman presented to the Board KPPCSD Resolution 2012-08, approving the revisions to the policy Board Policy #1020, Conflict of Interest. He requested the Board pass the Resolution.

Director Lipscomb read KPPCSD Resolution 2012-08.

GM/COP Harman explained that the Resolution directed the GM or District Secretary to present a copy to the Board for final approval.

BOARD COMMENTS

Director Lipscomb and President Toombs both commented that it needed to be done.

PUBLIC COMMENTS

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 6
BOARD OF DIRECTORS

None.

MOTION: Vice President Lloyd moved to approve KPPCSD Resolution 2012-08, approving the revisions to the policy Board Policy #1020, Conflict of Interest. President Toombs seconded this motion.

AYES: Toombs, Lloyd, Kosel, Lipscomb, Metcalf NOES: 0 ABSENT:

DISTRICT – NEW BUSINESS #2 – GM/COP Harman presented to the Board KPPCSD Resolution 2012-09, authorizing investment of monies in the Local Agency Investment Fund (LAIF). GM/COP Harman read a memo which stated he received notice from the County requesting an updated Resolution. He explained that the County requested to update who was designated to move money from the County account to the LAIF account to earn interest. He said the Resolution gave authority to Andrea Di Napoli, GM/COP Harman, and accountant Deborah Russell to move money between the two accounts.

BOARD COMMENTS

Director Kosel said that a Board Member must sign off, preferably the Board President, not employees. GM/COP Harman explained the process for paying bills, which requires approval from two Board Directors. He said the Resolution was only to authorize staff members to notify the County to make the transfer, as they always have.

Director Lipscomb inquired that the Resolution was not a change, just a renewal of the current policy. GM/COP Harman confirmed.

President Lloyd said the Board members' reviewing and signing off on the checks provided the necessary checks and balances.

PUBLIC COMMENTS

None.

MOTION: Director Lipscomb moved to approve KPPCSD Resolution 2012-09, authorizing investment of monies in the Local Agency Investment Fund (LAIF). Vice President Lloyd seconded this motion.

AYES: Toombs, Lloyd, Lipscomb NOES: Kosel, Metcalf ABSENT:

President Toombs declared the motion passed.

DISTRICT – NEW BUSINESS #3 – GM/COP Harman read a memo stating Director Kosel would present to the Board a proposal to the Board that KPPCSD adopt specific guidelines for reimbursement for meals and incidental expenses for employees. GM/COP Harman suggested leaving this to the Policy Committee.

Director Kosel declared the Board should establish responsible government policies regarding employee reimbursement consistent with other cities. She suggested adopting GSA guidelines, and she recited example details from the GSA website. She proposed forms be adapted to the KPPCSD and be completed by the employee, receipts included, to receive reimbursement. She said there would be no reimbursement for \$200 meals and rooms. She stated they needed to be reasonable and this policy was past due. GM/COP Harman noted that no \$200 meal had been reimbursed. He stated he had reimbursed the District for the meal referenced.

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 7
BOARD OF DIRECTORS

BOARD COMMENTS

President Toombs observed that a wide variety of reimbursement policies existed. He gave AC Transit and the University of California as examples, and stated the Board would not establish a policy that night. He noted they had an obligation to create a reasonable policy, but they currently had no framework for what they wanted. He commented that the Policy Committee was currently working on that policy. He agreed it needed to be done, but not in one night. He noted a first and second reading would need to be done as well.

Vice President Lloyd, who is on the Policy Committee, agreed that they needed to be on top spending habits. He stated the given proposal was broad, with a focus on expense reimbursement. He said there was a question of business operating expense, impact on the budget, good use of community resources, and affording what needed to be done. He said three principle requirements needed to be met: meeting ethical public accounting standards, equal protection of indemnity for the agency and employee, and falling within the budget. He referenced GSA (General Administration Association) and CSTA guidelines, as well as California Code Chapter 6 §3706, which determines responsibilities of employers and employees in terms of reimbursement rights. He also mentioned reviewing state incidental expense codes, and IRS Publication 463. He also remarked on examining Board member reimbursement, which is separate from employees, under AB 1234. He said the Policy Committee would also look at the guidelines of other cities and districts and establish a reasonable and feasible policy. He noted that the policy should allow for discussion about other items being covered, but still set a limit. He sincerely suggested letting the Policy Committee perform this task. He announced the next Policy Committee meeting would be Tuesday, October 22, and said it was open for all to attend. He suggested that before changes were made, they needed to determine what specifically was not working and not try to solve nonexistent problems.

Director Lipscomb, also on the Policy Committee, noted there were 30 separate categories within the state. She asked GM/COP Harman for confirmation that some expense reimbursement came from POST. GM/COP Harman verified that POST provided reimbursement to the district for most courses and associated meals and lodging. He restated his opinion to leave the matter to the Policy Committee. Vice President Lloyd noted that some of the POST reimbursement was under the COP contract, and there were a lot of elements to consider. Director Lipscomb said there were lots of coordinated pieces. She recommended leaving the task to the Policy Committee, but suggested they could increase its priority.

PUBLIC COMMENTS

Jim Hausken expressed concern at closed nature of decision-making and the urgency of this matter. He suggested a motion to expedite this issue and report at a future Board meeting.

Anthony Knight said he was convinced the Policy Committee should consider the matter thoughtfully and not rush. He noted the Policy Committee meeting was open to the public to attend and provide input.

President Toombs remarked that the Policy Committee meetings were public and Brown Act-sanctioned.

Director Metcalf declared the matter had been brought up 16 months ago, and should not take that long to resolve. She stated setting a per diem rate would be reasonable.

President Toombs said lots go into making a rate. He stated he was fine with preparing for quick action but that it was reasonable to leave the matter to the Policy Committee. He reiterated that the Policy Committee meetings are open to the public and the Board to attend and help.

Leonard Schwartzburd said that the University of California was too diverse to be an appropriate

KENSINGTON POLICE & COMMUNITY SERVICES DISTRICT 8
BOARD OF DIRECTORS

comparison. President Toombs replied that he didn't disagree, but there was still a range and therefore a policy would not be crafted in one night. Mr. Schwartzburd questioned the mention of 16 months. President Toombs noted that was the time the issue was first raised. Mr. Schwartzburd declared the matter was simple to resolve by looking at similar districts. Vice President Lloyd suggested attending the Policy Committee meeting Tuesday at 6pm to help.

Director Kosel stated there was an urgency to the issue. She suggested putting it on the committee agenda for the following month.

President Toombs suggested the committee make the matter a top priority.

Vice President Lloyd noted that the agenda item was specific to adopting GSA standard guidelines, and said more work was involved than just selecting one.

President Toombs requested the Policy Committee have a policy to present at the next Board meeting or report on the reason why one was not created yet.

Director Kosel declared she had given a month's notice to her proposal and provided information for it. She said she respected the need for more time, and so withdrew her proposal.

Director Lipscomb asked GM/COP Harman if he would have figures, such as past POST numbers, ready for the Policy Committee meeting. GM/COP Harman replied that he would have the POST numbers but other details would take more time.

President Toombs requested the Policy Committee meet and have a report by the next meeting.

An unidentified woman thanked the Board for all of their work. She said the community existed because of the work of the Board and GM.

MOTION: Director Metcalf moved to end the meeting at about 9:20 P.M. Vice President Lloyd seconded this motion.

AYES: Toombs, Lloyd, Kosel, Lipscomb, Metcalf NOES: 0 ABSENT:

ADJOURNMENT

KPPCSD
Unaudited Profit & Loss Budget Performance
 October 2012

	<u>Oct 12</u>	<u>Budget</u>	<u>Jul - Oct 12</u>	<u>YTD Budget</u>	<u>Annual Bu...</u>
Ordinary Income/Expense					
Income					
400 · Police Activities Reve...					
401 · Levy Tax	1,086,834.00		2,339,457.63	1,275,000.00	1,275,000.00
402 · Special Tax-Police	0.00		0.00	680,000.00	680,000.00
403 · Misc Tax-Police	0.00		0.00		50.00
404 · Measure G Supple...	0.00	405,614.00	0.00	405,614.00	405,614.00
410 · Police Fees/Service...	260.00		550.00	500.00	2,000.00
414 · POST Reimburse...	0.00		353.82		
416 · Interest-Police	0.00	750.00	0.00	750.00	3,000.00
418 · Misc Police Income	2,363.01	1,250.00	8,827.17	5,000.00	15,000.00
Total 400 · Police Activities...	1,089,457.01	407,614.00	2,349,188.62	2,366,864.00	2,380,664.00
420 · Park/Rec Activities R...					
424 · Special Tax-L&L	32,660.80	30,000.00	32,660.80	30,000.00	30,000.00
426 · Park Donations	0.00		0.00		500.00
427 · Community Center ...	1,793.00	2,000.00	5,898.00	8,000.00	24,000.00
428 · Building E Revenue	0.00		7,500.00		
436 · Interest-Park/Rec	0.00	50.00	0.00	50.00	200.00
438 · Misc Park/Rec Rev	132.50		252.50	125.00	500.00
Total 420 · Park/Rec Activit...	34,586.30	32,050.00	46,311.30	38,175.00	55,200.00
440 · District Activities Rev...					
448 · Franchise Fees	6,723.05		6,723.05	5,000.00	20,000.00
456 · Interest-District	0.00	125.00	0.00	125.00	500.00
Total 440 · District Activitie...	6,723.05	125.00	6,723.05	5,125.00	20,500.00
Total Income	1,130,766.36	439,789.00	2,402,222.97	2,410,164.00	2,456,364.00
Expense					
500 · Police Sal & Ben					
502 · Salary - Officers	75,732.37	74,175.58	304,604.55	296,702.36	890,107.00
504 · Compensated Abse...	0.00		2,395.14	5,000.00	10,000.00
506 · Overtime	4,407.66	3,333.33	29,126.34	13,333.32	40,000.00

27

KPPCSD
Unaudited Profit & Loss Budget Performance
 October 2012

	Oct 12	Budget	Jul - Oct 12	YTD Budget	Annual Bu...
508 · Salary - Non-Sworn	1,742.50	4,333.33	8,075.50	17,333.36	52,000.00
516 · Uniform Allowance	699.93	666.66	2,665.09	2,666.64	8,000.00
518 · Safety Equipment	0.00	1,000.00	250.00	2,000.00	6,000.00
521-A · Medical/Vision/D...	12,280.36	12,537.66	55,618.39	50,150.64	150,452.00
521-R · Medical/Vision/D...	11,783.22	14,888.50	58,115.67	59,554.00	178,662.00
521-T · Medical/Vision/De...	0.00		145,720.00		-32,942.00
522 · Insurance - Police	365.50	436.66	1,587.50	1,746.64	5,240.00
523 · Social Security/Med...	1,205.87	1,208.50	5,055.97	4,834.00	14,502.00
524 · Social Security - Di...	144.06	268.67	623.83	1,074.68	3,224.00
527 · PERS - District Port...	25,769.13	25,446.33	103,540.16	101,785.32	305,356.00
528 · PERS - Officers Por...	6,878.89	6,735.83	27,639.40	26,943.32	80,830.00
530 · Workers Comp	0.00		13,237.97	22,674.80	56,687.00
Total 500 · Police Sal & Ben	141,009.49	145,031.05	758,255.51	605,799.08	1,768,118.00
550 · Other Police Expenses					
552 · Expendable Police ...	167.94	150.00	213.92	600.00	1,800.00
553 · Range/Ammunition ...	0.00		0.00	2,000.00	4,000.00
560 · Crossing Guard	1,041.39	822.17	2,082.78	3,288.68	9,866.00
562 · Vehicle Operation	5,606.54	4,766.67	20,378.59	19,066.68	57,200.00
564 · Communications (R...	10,259.31	11,830.00	42,095.57	47,320.00	141,960.00
566 · Radio Maintenance	59.11	1,812.50	164.78	7,250.00	21,750.00
568 · Prisoner/Case Exp./...	247.00	533.33	11,316.77	2,133.32	6,400.00
570 · Training	0.00	1,083.34	3,452.58	4,333.36	13,000.00
572 · Recruiting	0.00	1,083.33	1,132.00	4,333.32	13,000.00
574 · Reserve Officers	20.00	675.00	106.00	2,700.00	8,100.00
576 · Misc. Dues, Meals ...	0.00	260.42	2,075.00	1,041.68	3,125.00
580 · Utilities - Police	956.15	1,333.33	2,994.29	2,666.68	8,000.00
581 · Bldg Repairs/Maint.	0.00	83.33	0.00	333.32	1,000.00
582 · Expendable Office ...	642.27	500.00	2,227.82	2,000.00	6,000.00
588 · Telephone(+Rich. L...	689.49	1,385.00	2,701.46	5,540.00	16,620.00
590 · Housekeeping	236.42	333.34	1,155.41	1,333.36	4,000.00
592 · Publications	0.00	250.00	62.40	1,000.00	3,000.00
594 · Community Policing	18.75	125.00	1,092.68	500.00	1,500.00
596 · WEST-NET/CAL I.D.	0.00		13,130.00	13,130.00	13,130.00

KPPCSD
Unaudited Profit & Loss Budget Performance
 October 2012

	<u>Oct 12</u>	<u>Budget</u>	<u>Jul - Oct 12</u>	<u>YTD Budget</u>	<u>Annual Bu...</u>
598 · COPS Special Fund	0.00		450.00		
599 · Police Taxes Admin...	0.00		804.61	1,600.00	3,200.00
Total 550 · Other Police Ex...	19,944.37	27,026.76	107,636.66	122,170.40	336,651.00
600 · Park/Rec Sal & Ben					
601 · Park & Rec Admini...	581.00	541.67	1,986.25	2,166.68	6,500.00
602 · Custodian	1,750.00	1,750.00	7,000.00	7,000.00	21,000.00
623 · Social Security/Med...	0.00	41.42	0.00	165.68	497.00
Total 600 · Park/Rec Sal & ...	2,331.00	2,333.09	8,986.25	9,332.36	27,997.00
635 · Park/Recreation Expe...					
640 · Community Center ...					
642 · Utilities-Commun...	504.78	391.33	1,778.36	1,565.32	4,696.00
643 · Janitorial Supplies	78.17		820.32	375.00	750.00
646 · Community Cent...	484.23	166.67	484.23	666.68	2,000.00
Total 640 · Community C...	1,067.18	558.00	3,082.91	2,607.00	7,446.00
660 · Annex Expenses					
662 · Utilities - Annex	0.00	125.00	2,028.00	500.00	1,500.00
Total 660 · Annex Expen...	0.00	125.00	2,028.00	500.00	1,500.00
670 · Gardening Supplies	0.00	83.33	0.00	333.32	1,000.00
672 · Kensington Park O...	-852.94	6,825.67	16,416.67	27,302.68	81,908.00
678 · Misc Park/Rec Expe...	170.00	83.34	-1,852.12	333.36	1,000.00
Total 635 · Park/Recreation...	384.24	7,675.34	19,675.46	31,076.36	92,854.00
800 · District Expenses					
810 · Computer Maintena...	1,346.23	2,572.42	6,597.72	10,289.68	30,869.00
820 · Cannon Copier Con...	396.09	558.33	1,493.28	2,233.32	6,700.00
830 · Legal (District/Pers...	29,506.00	5,416.67	49,940.61	21,666.68	65,000.00
835 · Consulting	0.00		200.43		
840 · Accounting	1,641.25	1,825.00	5,102.50	7,300.00	30,075.00
850 · Insurance	0.00		24,387.27	30,000.00	30,000.00
860 · Election	0.00	3,000.00	0.00	4,000.00	6,000.00

210

KPPCSD
Unaudited Profit & Loss Budget Performance
 October 2012

	<u>Oct 12</u>	<u>Budget</u>	<u>Jul - Oct 12</u>	<u>YTD Budget</u>	<u>Annual Bu...</u>
865 · Police Bldg. Lease	0.00		15,298.00	15,298.00	30,596.00
870 · County Expenditures	1,063.64	700.00	1,063.64	700.00	19,900.00
890 · Waste/Recycle	10,036.56	3,041.67	18,654.24	12,166.68	36,500.00
898 · Misc. Expenses	1,671.29	866.66	2,811.60	3,466.64	10,400.00
Total 800 · District Expenses	45,661.06	17,980.75	125,549.29	107,121.00	266,040.00
950 · Capital Outlay					
962 · Patrol Cars	0.00		0.00		23,000.00
963 · Patrol Car Accesso...	0.00		0.00		10,000.00
969 · Computer Equipment	0.00		541.53		8,000.00
972 · Park Buildings Impr...	2,147.04		2,147.04		
Total 950 · Capital Outlay	2,147.04		2,688.57		41,000.00
Total Expense	211,477.20	200,046.99	1,022,791.74	875,499.20	2,532,660.00
Net Ordinary Income	919,289.16	239,742.01	1,379,431.23	1,534,664.80	-76,296.00
Other Income/Expense					
Other Expense					
700 · Bond Issue Expenses					
701 · Bond Proceeds	-179,881.98		-179,881.98		
710 · Bond Admin.	2,267.53		4,524.17		
720 · Bond Principal	0.00		112,110.74		
730 · Bond Interest	0.00		25,543.91		
Total 700 · Bond Issue Exp...	-177,614.45		-37,703.16		
Total Other Expense	-177,614.45		-37,703.16		
Net Other Income	177,614.45	0.00	37,703.16	0.00	0.00
Net Income	<u>1,096,903.61</u>	<u>239,742.01</u>	<u>1,417,134.39</u>	<u>1,534,664.80</u>	<u>-76,296.00</u>

27

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

FORWARDED TO:

Date: Friday, November 02, 2012

Subject: Consent Calendar Item D- Park Revenue & Expenses

The KPPCSD Board and the Park Buildings Committee has requested a separate and detailed accounting of park revenues and expenses.

This information is obtained through our QuickBooks software. Revenue and expenses from July 1, 2012 through October 31, 2012 is attached to this memo.

KPPCSD
Account QuickReport
 July 1 through November 2, 2012

Type	Date	Num	Name	Memo	Split	Amount
420 · Park/Rec Activities Revenue						
424 · Special Tax-L&L						
General Journal	10/8/2012	JV07...	CCC Taxes-LLD	SP ASSESS ...	146 · Advance...	32,660.80
Total 424 · Special Tax-L&L						32,660.80
427 · Community Center Revenue						
Deposit	7/26/2012	316		CC Rental Ju...	112 · General ...	1,000.00
Deposit	7/26/2012	V913...		Rental of roo...	112 · General ...	60.00
Deposit	8/7/2012	1696		CC Rental on...	112 · General ...	700.00
Deposit	8/7/2012	1062		CC Rental on...	112 · General ...	650.00
Deposit	8/21/2012	395		GPF 50 hou...	112 · General ...	1,650.00
Deposit	8/21/2012	139		Wake up to A...	112 · General ...	45.00
Deposit	10/1/2012	1613		Aug 5 rental ...	112 · General ...	50.00
Deposit	10/1/2012	147		Wake Up to ...	112 · General ...	45.00
Deposit	10/1/2012	1097		East Bay Coll...	112 · General ...	598.00
Deposit	10/17/2012	160		CC Rental for...	112 · General ...	400.00
Deposit	10/17/2012	1559		CC Rental for...	112 · General ...	600.00
Deposit	10/17/2012			CC Rental for...	112 · General ...	100.00
Total 427 · Community Center Revenue						5,898.00
428 · Building E Revenue						
Deposit	7/26/2012	6266		KCC 2nd half...	112 · General ...	7,500.00
Total 428 · Building E Revenue						7,500.00
438 · Misc Park/Rec Rev						
Deposit	7/26/2012	3283		Tennis Court...	112 · General ...	80.00
Deposit	7/26/2012	3687		Tennis Court...	112 · General ...	40.00
Deposit	10/17/2012	430		Tennis Court ...	112 · General ...	12.50
Deposit	10/17/2012	3734		Tennis Court ...	112 · General ...	40.00
Deposit	10/17/2012	3291		Tennis Court ...	112 · General ...	80.00
Total 438 · Misc Park/Rec Rev						252.50
Total 420 · Park/Rec Activities Revenue						46,311.30

68

6:12 PM
11/02/12
Accrual Basis

KPPCSD
Account QuickReport
July 1 through November 2, 2012

Type	Date	Num	Name	Memo	Split	Amount
TOTAL						<u>46,311.30</u>

80

KPPCSD
Account QuickReport
 July 1 through November 2, 2012

Type	Date	Num	Name	Memo	Split	Amount
600 · Park/Rec Sal & Ben						
601 · Park & Rec Administrator						
Paycheck	7/13/2012		Di Napoli, Andrea		112 · General ...	101.75
Paycheck	7/30/2012		Di Napoli, Andrea		112 · General ...	275.25
Paycheck	8/15/2012		Di Napoli, Andrea		112 · General ...	312.75
Paycheck	8/30/2012		Di Napoli, Andrea		112 · General ...	290.50
Paycheck	9/14/2012		Di Napoli, Andrea		112 · General ...	199.75
Paycheck	9/28/2012		Di Napoli, Andrea		112 · General ...	225.25
Paycheck	10/15/2012		Di Napoli, Andrea		112 · General ...	275.50
Paycheck	10/29/2012		Di Napoli, Andrea		112 · General ...	305.50
Total 601 · Park & Rec Administrator						1,986.25
602 · Custodian						
Check	7/13/2012	14073	William Driscoll	Invoice #0079	112 · General ...	875.00
Check	7/30/2012	14103	William Driscoll	Invoice #0080	112 · General ...	875.00
Check	8/15/2012	14136	William Driscoll	August 1-15, ...	112 · General ...	875.00
Check	8/30/2012	14180	William Driscoll	August 16-31...	112 · General ...	875.00
Check	9/14/2012	14215	William Driscoll	Sept 1-15, 20...	112 · General ...	875.00
Check	9/28/2012	14252	William Driscoll	Sept 16-30, 2...	112 · General ...	875.00
Check	10/15/2012	14275	William Driscoll	Oct 1-15, 201...	112 · General ...	875.00
Check	10/30/2012	14314	William Driscoll	Oct 16-31, 20...	112 · General ...	875.00
Total 602 · Custodian						7,000.00
Total 600 · Park/Rec Sal & Ben						8,986.25
TOTAL						8,986.25

KPPCSD
Account QuickReport
 July 1 through November 2, 2012

Type	Date	Num	Name	Memo	Split	Amount
635 · Park/Recreation Expenses						
640 · Community Center Expenses						
642 · Utilities-Community Center						
Check	7/13/2012	14074	Pacific Telemanage...	monthly fee f...	112 · General ...	78.00
Check	7/13/2012	14095	PG&E	Community C...	112 · General ...	159.40
Check	7/30/2012	14109	EBMUD	service provi...	112 · General ...	25.24
Check	8/15/2012	14135	Pacific Telemanage...	monthly fee f...	112 · General ...	78.00
Check	8/15/2012	14143	PG&E	Community C...	112 · General ...	168.78
Check	8/15/2012	14154	EBMUD	2 Arlmont 06/...	112 · General ...	378.53
Check	8/30/2012	14177	Olivero Plumbing Co.	Backflow Tes...	112 · General ...	112.00
Check	8/30/2012	14184	Pacific Telemanage...	monthly fee f...	112 · General ...	78.00
Check	9/14/2012	14204	EBMUD	Acct # 11217...	112 · General ...	26.74
Check	9/14/2012	14205	PG&E	Community C...	112 · General ...	168.89
Check	10/15/2012	14262	PG&E	Community C...	112 · General ...	189.80
Check	10/15/2012	14263	EBMUD	Acct #30801...	112 · General ...	236.98
Check	10/15/2012	14270	Pacific Telemanage...	monthly fee f...	112 · General ...	78.00
Total 642 · Utilities-Community Center						1,778.36
643 · Janitorial Supplies						
Check	8/30/2012	14178	UBS	Janitorial Sup...	112 · General ...	559.39
Check	9/14/2012	14208	Kensington Home a...	Bill Communi...	112 · General ...	40.32
Check	9/14/2012	14208	Kensington Home a...	Bill Light	112 · General ...	142.44
Check	10/15/2012	14281	Kensington Home a...	Sep 2012 Inv...	112 · General ...	78.17
Total 643 · Janitorial Supplies						820.32
646 · Community Center Repairs						
Check	10/30/2012	14310	KEL-AIRE	service call, i...	112 · General ...	484.23
Total 646 · Community Center Repairs						484.23
Total 640 · Community Center Expenses						3,082.91
660 · Annex Expenses						
662 · Utilities - Annex						
Check	7/13/2012	14095	PG&E	Annex servic...	112 · General ...	23.82
Check	7/30/2012	14109	EBMUD	service provi...	112 · General ...	177.80

32

KPPCSD
Account QuickReport
 July 1 through November 2, 2012

Type	Date	Num	Name	Memo	Split	Amount
Check	9/14/2012	14204	EBMUD	Acct # 55377...	112 · General ...	1,614.96
Check	9/14/2012	14204	EBMUD	Acct # 55376...	112 · General ...	211.42
Total 662 · Utilities - Annex						2,028.00
Total 660 · Annex Expenses						2,028.00
672 · Kensington Park O&M						
General Journal	7/1/2012	REV ...		NBS	153 · Prepaid ...	1,108.86
Check	7/13/2012	14077	Summer Rain Land...	July's monthl...	112 · General ...	2,050.00
Check	7/13/2012	14077	Summer Rain Land...	branch remo...	112 · General ...	835.00
Check	7/13/2012	14078	UBS	park services...	112 · General ...	584.00
Check	7/30/2012	14109	EBMUD	service provi...	112 · General ...	1,363.40
Check	7/30/2012	14115	Fernando Herrera	2" water main...	112 · General ...	345.00
Check	7/30/2012	14115	Fernando Herrera	stump remov...	112 · General ...	125.00
Check	7/30/2012	14115	Fernando Herrera	7/14/12 grind...	112 · General ...	120.00
Check	7/30/2012	14115	Fernando Herrera	drinking fount...	112 · General ...	90.00
Check	7/30/2012	14115	Fernando Herrera	oak tree bran...	112 · General ...	180.00
Check	7/30/2012	14115	Fernando Herrera	bench repair	112 · General ...	135.00
Check	8/15/2012	14138	UBS	park services...	112 · General ...	447.81
Check	8/21/2012	14164	Summer Rain Land...	Monthly Main...	112 · General ...	2,050.00
Check	8/21/2012	14164	Summer Rain Land...	removed bro...	112 · General ...	320.00
Check	9/14/2012	14214	UBS	Park Restroo...	112 · General ...	584.00
Check	9/14/2012	14221	Fernando Herrera	Sept. monthl...	112 · General ...	2,031.54
Check	9/14/2012	14221	Fernando Herrera	removal & ha...	112 · General ...	420.00
Check	9/14/2012	14221	Fernando Herrera	removal, fabri...	112 · General ...	2,200.00
Check	9/14/2012	14221	Fernando Herrera	removal of ol...	112 · General ...	1,600.00
Check	9/14/2012	14221	Fernando Herrera	repair chain li...	112 · General ...	80.00
Check	9/28/2012	14251	Summer Rain Land...	Fix broken sp...	112 · General ...	320.00
Check	9/28/2012	14251	Summer Rain Land...	cut down dea...	112 · General ...	280.00
Check	10/15/2012	14261	Summer Rain Land...	Oct Monthly ...	112 · General ...	2,050.00
Check	10/15/2012	14273	NBS Government Fi...	Police Tax	112 · General ...	813.06
Check	10/15/2012	14274	UBS	Park Restroo...	112 · General ...	584.00
Deposit	10/17/2012	714L...		Insurance Re...	112 · General ...	-4,300.00
Total 672 · Kensington Park O&M						16,416.67

6:13 PM
11/02/12
Accrual Basis

KPPCSD
Account QuickReport
July 1 through November 2, 2012

Type	Date	Num	Name	Memo	Split	Amount
678 · Misc Park/Rec Expense						
General Journal	9/18/2012	CK 1...	Guitar Center	Reverse of G...	112 · General ...	-2,022.12
Check	10/30/2012	14286	California Park & R...	Membership t...	112 · General ...	170.00
Total 678 · Misc Park/Rec Expense						-1,852.12
Total 635 · Park/Recreation Expenses						19,675.46
TOTAL						19,675.46

34

October 17, 2012

Dear Community Partner,

The J.C. Robinson, M.D. Regional Cancer Center at Doctors Medical Center in San Pablo is proud to announce the availability of its annual **free Breast Cancer screening program for West Contra Costa residents. Patients should be over 40 years old or have a family history of Breast Cancer, and must have made an appointment.**

Community members should contact (510) 970-5236 to make an appointment or to call with questions. Space is limited and priority will be given to those with the highest risk factors.

Please consider posting the enclosed fliers about this opportunity on any community information boards that you maintain. Information and a downloadable version of our flier are also available on Doctors Medical Center's (DMC) website at <http://www.doctorsmedicalcenter.org/free-mammograms.html>. Including information about this service in your community newsletter would also be appreciated.

DMC's Regional Cancer Center is accredited by the American College of Surgeons (ACoS), and the Commission on Cancer (CoC). The most recent CoC accreditation included a three-year accreditation with six commendations. The Center is also a past recipient of the CoC National Outstanding Achievement Award.

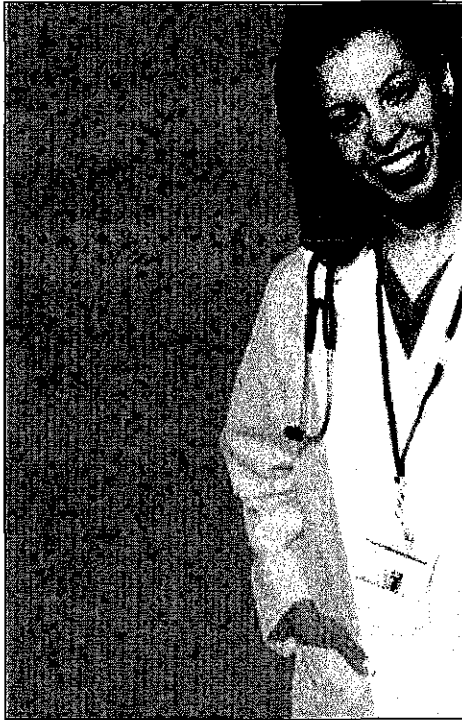
Thank you in advance for helping us to reach more community members with this important opportunity. I will also be following up later with information about our third and final free cancer screening of this year. If you have any questions about this announcement or other services offered by the Cancer Center and Doctors Medical Center, please do not hesitate to call me at (510) 970-5286.

Sincerely,



Eileen Scott, R.N., O.C.N.
Clinical Nurse Director
J.C. Robinson, M.D. Regional Cancer Center
Doctors Medical Center

Free Mammograms



Last year, more than 288,000 new cases of breast cancer were diagnosed in women but early detection through screenings will help ensure a safe outcome.

The J.C. Robinson, M.D. Regional Cancer Center at Doctors Medical Center is offering free mammograms. Patients should have a family history of breast cancer and/or be over 40 years old.

Mammograms are available by appointment only. Space is limited and priority will be given to those without insurance and/or patients who have the highest risk factors.

Priority will go to people who:

- ✓ **Are over 40 years old**
- ✓ **Have a family history of breast cancer**
- ✓ **Do not have insurance**

Screenings will be on Friday, October 30th, from 8 AM to 4:30 PM

**Call to make your appointment today:
(510) 970-5236**

Screenings will be provided at the Cancer Center at Doctors Medical Center, 2000 Vale Road, in San Pablo. Enter through the back of the hospital.

Screenings made possible in part by Dr. Hayden Evans, Affiliates in Imaging, and a gift from the estate of Ellen Delgado AcMoody.

2000 Vale Road • San Pablo, CA 94806 • Phone: (510) 970-5000 • Fax: (510) 970-5728
www.doctorsmedicalcenter.org

Owned and operated by the West Contra Costa Healthcare District

October 2012 Police Department Report

November 2, 2012

- Department Personnel
 - We are currently staffed at 9 sworn positions and we currently have two reserve officers. Stephanie Wilkens is currently attending the Napa Police Academy and is expected to graduate December 8th.
- Commendations and Correspondence
 - Officer Martinez received a thank you e-mail from resident Wendy Lane for her experience of a police ride along on October 21st.
 - Officer Wilson, Chief Harman, and the rest of the KPD staff received a thank you card from Grethan Gillfillan.
- Investigation of Alleged Misconduct
 - Citizen's Investigation 2012-001 was initiated on January 8th, 2012, on an allegation that an officer used racial profiling in issuing a traffic citation. This investigation is being conducted by Sergeant Hull.
 - Department Investigation 2012-002 was initiated on May 14th, 2012, on an allegation that an officer was insubordinate. This investigation is being conducted by Sergeant Hull.
 - Citizen's Investigation 2012-003 was initiated on June 28th, 2012, on an allegation that 3 officers were rude during a traffic stop. This investigation is being conducted by Sergeant Hui.
 - Citizen's Investigation 2012-004 was initiated on June 29th, 2012, on an allegation that an officer used racial profiling in making a traffic stop. This investigation is being conducted by Sergeant Hull.
- 9-1-1 / Richmond Communication Center Information.
 - The Ring Time Report for September has not been received as of this report date.

- Community Networking

- On 10-01-12, Chief Harman attended the KCC meeting.

- On 10-06-12, Officer Martinez attended the "Pet Adoptions & Blessing of the Animals" event at the Community Center.

Officer Martinez then stopped by the Congressman George Miller event on Lexington.

- On 10-18-12, Officer Martinez made a traffic safety presentation at the Arlington Church Nursery School.

Then at 10:18 AM, Chief Harman and Officer Martinez participated in the "Great California Shakeout" at the Kensington Hilltop School.

- On 10-21-12, Chief Harman, Yolla Harman, Sergeant Barrow, Officer Martinez, and Reserve Officer Armanino participated in the KCC Fall Parade and Picnic.

- Community Criminal Activity

- This section of the Watch Commander's Reports are prepared by Sergeant Hui for Team One, Sergeant Barrow for Team Two, and Detective Stegman.

- Watch Commander Reports

- **Sergeant Hui**
TEAM #2 STATISTICS

Sergeant Hui (K42)
(1600-0400)

Officer:	Martinez (K31) (0600-1800)	Turner (K46) (1800-0600)
Days Worked	14	14
Traffic Stops	17	40
Moving Citations	10	16
Parking Citations	--	--
Vacation/Security	38	52
Checks		
FI-Field Interview	0	0
Cases	2	0
Arrests	1	2
Calls for Service	58	32

Officer Turner took 12 hours of vacation time.

BRIEFING/TRAINING:

- Reviewed Supplemental Traffic Enforcement Hot Sheet
- Reviewed KPD Policy #362 – Identity Theft
- Reviewed KPD Policy #364– Private Persons Arrest
- Reviewed KPD Policy #372 – Mandatory School Employee Reporting
- Reviewed KPD Policy #410 – Ride Along Policy
- Reviewed KPD Policy #412 – Hazardous Material Response
- Reviewed KPD Policy #426 – Reporting Police Activity Outside of Jurisdiction
- Reviewed KPD Policy #428 – Immigration Violations
- Reviewed KPD Policy #432 – Patrol Rifles
- Reviewed KPD Policy #436 – Field Training Officer Program
- Reviewed KPD Policy #432 – Obtaining Air Support
- Reviewed KPD Policy #440 – Field Interview & Photographing of Field Detainees
- Reviewed KPD Policy #442 – Criminal Street Gangs
- Reviewed KPD Policy #410 – Ride Along Policy
- Reviewed KPD Policy #1058 – Employee Speech, Expression, and Social Networking
- Reviewed topic of Consensual Encounters
- Reviewed Denied Qualified Immunity
- Reviewed Abandonment under the 4th Amendment

SERGEANT'S REVIEW:

- Reviewed issues regarding Law Enforcement Involved Fatalities

SERGEANT'S SUMMARY:

During this past month, Officer Turner made two arrests for driving under the influence of alcohol. As we enter the holiday season, many of us will end up at holiday parties where alcohol is present. Driving under the influence of alcohol is a persistent problem and many cities see an increase of drunk drivers during the holiday season. For this reason, many cities increase DUI enforcement efforts during this period. Last year, the 17 day anti-DUI mobilization for Contra Costa County ran from December 17th to January 2nd and resulted in a total of 293 DUI arrests (http://www.californiaavoid.org/releases_d.php?ID=3005). If you or someone you know plans on consuming any alcohol during this holiday season, please consider having a designated sober driver or an alternate form of transportation. Public transportation or a taxi service are suitable alternatives to driving.

SIGNIFICANT EVENTS:

- 2012-6506 – On 10/11/2012, Officer Martinez responded to the unit blk of Edwin Dr on a report of a motor vehicle theft.
- 2012-6507– On 10/11/2012, Officer Martinez responded to the unit blk of Edwin Dr on a report of a motor vehicle theft.
- 2012-6531– On 10/12/2012, Officer Martinez responded to the unit blk of Arlington Ave and arrested a subject for motor vehicle theft.
- 2012-6649 – On 10/19/2012, Officer Turner arrested a subject for DUI on the 100 blk of Colusa Ave.
- 2012-6762 – On 10/25/2012, Officer Turner arrested a subject for DUI on the 900 blk of Arlington Ave.

Reserve Officer:	Armanino (K47)
Days Worked	5
Traffic Stops	21
Moving Citations	11
Parking Citations	0
Vacation/Security Checks	10
FI-Field Interview	0
Cases	0
Arrests	0
Calls for Service	7

**•• Sergeant Barrow
TEAM #1 STATISTICS**

Officer:	Ramos (K41) (0600-1800)	Wilson (K38) (1800-0600)
Days Worked	16	18
Traffic Stops	14	28
Moving Citations	8	21
Parking Citations	3	11
Vacation/Security Checks	63	56
FI-Field Interview	0	0
Cases	3	1
Arrests	0	0
Calls for Service	70	47

BRIEFING/TRAINING:

- Reviewed Supplemental Traffic Enforcement Hot Sheet
- Reviewed KPD Policy #362 – Identity Theft
- Reviewed KPD Policy #364– Private Persons Arrest

- Reviewed KPD Policy #372 – Mandatory School Employee Reporting
- Reviewed KPD Policy #410 – Ride Along Policy
- Reviewed KPD Policy #412 – Hazardous Material Response
- Reviewed KPD Policy #426 – Reporting Police Activity Outside of Jurisdiction
- Reviewed KPD Policy #428 – Immigration Violations
- Reviewed KPD Policy #432 – Patrol Rifles
- Reviewed KPD Policy #436 – Field Training Officer Program
- Reviewed KPD Policy #432 – Obtaining Air Support
- Reviewed KPD Policy #440 – Field Interview & Photographing of Field Detainees
- Reviewed KPD Policy #442 – Criminal Street Gangs
- Reviewed KPD Policy #410 – Ride Along Policy
- Reviewed KPD Policy #1058 – Employee Speech, Expression, and Social Networking
- Reviewed topic of Consensual Encounters
- Reviewed Denied Qualified Immunity
- Reviewed Abandonment under the 4th Amendment

SERGEANTS REVIEW:

- Sgt. Barrow attended urban shield training on 10-29-12, in Oakland.
- Reviewed issues regarding Law Enforcement Involved Fatalities

SERGEANT'S SUMMARY:

Halloween was a success as there were no reported crimes, vehicle accidents or disturbances. Despite the bad weather, parents were out with their kids and everyone seemed to enjoy the trick or treating. I noticed a few Halloween parties and I was glad to see that people were being responsible and safe.

Kensington has seen a large number of reported vehicle collisions including an injury accident this month (8). A large number of these incidents are the result of driver inattention and high vehicle speeds. The Department continues to enforce traffic laws and issue citations for traffic violations, but please remember that public safety starts with you. Please spread the word to slow down and pay attention to the road while you obey all the traffic laws. This means staying off your mobile devices while you drive. It means obeying the 25 MPH speed limit in Kensington. It means watching for pedestrians and being cognizant of road conditions. It means slowing down on the Arlington and not tailgating drivers who are driving the speed limit (you should be at least 3 car lengths behind the car in front of you). It means making a full stop at the stop signs at Colusa Circle. These are but a few examples. Remember that the weather will get worse throughout the holiday season. Let's make it a safe season without incident.

SIGNIFICANT EVENTS:

- 2012-6295 – On 10-01-2012, Officer Ramos took a reported vehicle theft in the 00 block of Franciscan way. A set of keys that were left in the unlocked vehicle and it was stolen from the driveway and is still outstanding.
- 2012-6301 – On 10-01-2012, Officer Ramos took a reported theft in the 00 block of Anson Way. The theft was from an unlocked vehicle. Some of the items were recovered nearby in a neighbor's driveway.
- 2012-6350 – On 10-03-2012, Sgt. Barrow responded to the corner of Colgate and Beloit Avenue for a reported hit and run vehicle collision. I arrived and contacted owner of the victim vehicle. The vehicle was sideswiped by a vehicle that left the scene toward Berkeley. This case is under investigation.
- 2012-6351 – On 10-03-2012, Sgt. Barrow responded to the corner of Colusa and Santa Fe Avenue for a reported vehicle versus pedestrian collision. I arrived and contacted a ten year old girl who had been crossing the street in a marked crosswalk and was subsequently struck by a vehicle. The girl was later taken by ambulance to Children's Hospital Oakland for her injuries. The vehicle sustained a smashed windshield and stayed at the scene until my arrival. The girl was released from the hospital the next day.
- 2012-6429 – On 10-08-2012, Sgt. Barrow responded to the 100 block of Arlington Avenue for a reported vehicle collision. I arrived and contacted both parties who were still on scene. They advised one of the subject's had been parked at the west curb and had opened their driver's door into traffic. The other subject was driving south bound and struck the open door causing damage to both vehicles.
- 2012-6578 – On 10-15-2012, Officer Wilson responded to the 200 block of Cambridge Avenue for a reported vehicle tampering. Officer Wilson determined a subject attempted to steal a vehicle but was unable to.
- 2012-6580 – On 10-15-2012, Officer Wilson and Sgt. Barrow responded to the 00 block of Avon Drive for a reported marijuana grow. We contacted the resident and found nothing illegal.
- 2012-6700 – On 10-21-2012, Officer Wilson and Sgt. Barrow responded to the 200 block of Grizzly Peak Blvd for a reported fire. We arrived and contacted the home owner who only found out about the fire due to their neighbor. The fire started as a result of a bad outdoor light. The neighbor and resident were able to contain the fire prior to the Kensington Fire Departments arrival. No injuries were sustained during the incident.
- 2012-6708 – On 10-22-2012, Officer Ramos responded to the corner of Stratford and Beverly Road for a reported vehicle collision. A vehicle drove into an open manhole that caused damage to the underside of the vehicle. The manhole cover had been lifted off during a rain storm.

- 2012-6709 – On 10-22-2012, Officer Ramos responded to the 00 block of Arlington Avenue for a reported non-injury vehicle collision with a parked car.
- 2012-6710 – On 10-22-2012, Officer Ramos responded to the 00 block of Arlington Avenue for a reported non-injury vehicle collision that had occurred weeks prior. The resident wished to make a lat report for as involved parties were unable to settle the incident on their own.
- 2012-6818 – On 10-01-2012, Officer Ramos took a reported vandalism on the 600 block of Wellesley Avenue. A resident reported several branches being cut from their front yard trees. The resident had not given anyone permission to do so.

TRAFFIC STATISTICS:

33 moving citations were issued on Arlington Ave.
 18 moving citations were issued on Colusa Ave.
 6 moving citations were issued on Franciscan Way.
 1 moving citation was issued on Berkeley Park Blvd.
 3 moving citation was issued on Sunset Road.
 2 moving citations were issued on Oak view Ave.
 1 moving citation was issued on Kenyon Ave.
 2 moving citations were issued on Ocean view Ave

•• **Detective Eric Stegman**

SIGNIFICANT EVENTS:

12-5720 Burglary

This was a burglary that occurred on 9/2/12. A lead has just developed that I am confident will allow me to identify the suspects involved. I have good reason to believe the suspects responsible for this burglary may be responsible for others in town. This case is pending further investigation.

12-5997 Burglary

On 9/16/12, a residential burglary occurred at an open house. The suspects pretended to be looking to purchase the house. One suspect distracted the realtor while another slipped away into another part of the house. The unattended suspect used this time to take valuables and conceal them. Due to the resident being alert, enough information was provided for me to track down the suspects. When Sgt. Barrow and I interviewed the suspects, they confessed to the crime and they returned the stolen property they still had in their possession. This case has been submitted to the DA for prosecution. **The suspect was taken into custody on 10/22/12 on his \$605,000 arrest warrant.**

KPD INVESTIGATIONS INFORMATION:

12-5354 Murder

On 8/13/12 at approximately 1145 hours, Officer Ramos responded to a welfare check for a potential fall victim (James Durkin). Shortly after his arrival Officer Ramos requested I respond to the scene. Due to the initial circumstances I began investigating the case as a homicide. During the investigation it was revealed the victim had been stabbed in the chest with a serrated kitchen knife. Later in the investigation, the suspect (Diane Sydenham), was identified. Early on 8/14/12, Sydenham was arrested for the Murder of James Durkin. On 8/16/12 the Contra Costa County District Attorney's Office formally charged Sydenham with Murder and she was arraigned.

On 8/30/12 a judge granted an increase in Sydenham's Bail from \$1,000,000 to \$2,000,000. On 9/20/12 Sydenham entered a not guilty plea. The date of the preliminary hearing is TBD.

2011-1618 Homicide.

On 03-12-11, KPD Officers were dispatched to a possible dead body in the 00 block of Arlington Avenue. The individual was pronounced dead at the scene. This case is being investigated as a homicide.

KPD INVESTIGATIONS

- Made court runs for filling cases, and retrieve court notifications.
- Updated the KPD Case Review Log
- Updated the stolen property log.
- Reviewed the "Trak Flyer" messages and maintained the flyer board.
- I'm currently assigned one day per week as a Field Training Officer.
- I assisted WESTNET on 10/2/12 with a narcotics investigation.
- Andrea Di Napoli and I conducted a physical count of all 2011 cases. I recorded the status of all cases and their current disposition.
- I attended Urban Shield training on 10/29/12

KPD Monthly Crime Statistics

October 2012

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	0	0	0	0	0
Residential Burglary	0	0	0	0	0
Larceny Theft	1	0	1	0	0
Vehicle Theft	4	2	2	0	0
Arson	0	0	0	0	0
Part 1 Totals	5	2	3	0	0

Other Crimes					
Auto Burglary	0	0	0	0	0
Identity Theft	0	0	0	0	0
Fraud	0	0	0	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	0	0	0	0	0
Sex Crimes (other)	0	0	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	1	0	1	0	0
Drugs	0	0	0	0	0
Warrant	0	0	0	0	0
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	2	1	0	1	0
Other Misdemeanor Traffic	2	0	0	2	2
Other Crime Totals	5	1	1	3	2

All Crime Totals	10	3	4	3	2
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Traffic Accidents (Non Injury)	7
Traffic Accidents (Injury)	1

45

KPD Crime Statistics

Year to Date 2012

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	1	1	0	1	1
Rape	0	0	0	0	0
Robbery	3	0	1	2	0
Assault	3	0	0	3	2
Residential Burglary	27	8	13	6	4
Larceny Theft	29	4	21	4	0
Vehicle Theft	8	2	5	1	0
Arson	3	0	3	0	0
Part 1 Totals	74	15	43	17	7
Other Crimes					
Auto Burglary	0	0	0	0	0
Identity Theft	16	9	6	1	0
Fraud	1	1	0	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	7	0	0	7	3
Sex Crimes (other)	0	0	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	19	1	17	1	0
Drugs	5	0	0	5	7
Warrant	12	0	0	12	11
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	7	2	3	2	0
Other Misdemeanor Traffic	7	1	0	6	5
Other Crime Totals	74	14	26	34	26
All Crime Totals	148	29	69	51	33

**** Chief Harman**

For those of you that wonder what is the busiest day of the year in Kensington, it would have to be Halloween. Although there was no Haunted House on Ardmore this year, and there was a light rain, we still had hundreds of kids out Trick or Treating on the Arlington, Ardmore, and Coventry loop. Sergeant Barrow, Officer Wilson, Officer Turner, and I were out on patrol insuring that everyone had a safe and fun night.

flp

KASEP:

Winter KASEP brochures will be delivered to Kensington Elementary on November 13th followed by registration on November 28th at 6:45 pm for kindergarten students and 7:15 pm for grades 1-6. Lottery slips are due Tuesday, November 27th. The KASEP 2013 Winter Brochure will be available on-line at www.aboutkensington.com by November 15th.

As in past years, KCC donated first place sign-up and a free class to the Garden Party auction.

The KASEP winter holiday performance takes place on Thursday, December 13th at 5:00pm at the community center. Different KASEP classes are preparing short performance pieces for families.

Shelly Ouyang joined KASEP October 14th as the new Mandarin teacher, replacing Xinrong Searcy. Xinrong, who started the Mandarin program 4 years ago, accepted a full time position with an international firm.

KCC Classes and Events:

Paul Grunland and Bob Shaner co-lead Saturday's, Nov. 3rd, Maybeck Historical Estate Walk. Wearing sturdy shoes, we will explore the Berkeley Hills ridge top (Purdue area) and listen to stories shared about legendary architect Bernard Maybeck.

Adult Acrylics Painting Class, Jazzercise and Ceramics for Adults will continue through 2012. Peter Margolis, instructor, will teach a week-long (9:00am – 12:00 noon) Lego Robotics Workshop for students grades 3- 8th over winter break. (Monday, December 17 – Friday, Dec. 21).

KCC Administrative:

The office will be closed on November 12th, Veterans Day, and November 22-23, Thanksgiving, while the West Contra Costa Unified School District is on break.

Still in the beginning stages, KCC staff, board members, and members of the KASEP Oversight Committee continue their efforts to evaluate computer programs and companies providing on-line registration and credit card payments for classes and summer camp.

As part of the Heartsafe Community designation in Kensington that largely centers on the defibrillators placed at the Kensington library, Arlington Community Church, Kensington Hilltop School and soon to be at the Community Center, KFPD would like to request permission to have a Heartsafe Community sign placed on the wooden signboard across from the library. Discussion and approval requested with the KCC Board.

General Manager October 2012 Report

Budget

The biggest variance in the budget this month would be the increase in legal fees for the month of September. This increase was a direct result representatives of the District being called as witnesses in a lawsuit file against the University of California at Davis by a subject regarding a personnel matter. Although the District was not named in the lawsuit, it was in the best interest of the District to have legal representation as this lawsuit makes its way through litigation.

Kensington Park

Community Center & Annex

The Park Buildings Committee has sent out and received four requests for proposals for financial consultant services to determine the best funding option for the remodel of the Community Center. The Committee has identified NHA Advisors to provide the District financial consulting services for the Community Center remodeling project. The hiring of the financial consultant was made possible by the generous donation of up to \$5,000 from the Kensington Community Council (KCC).

Park Repairs

Our Intern, Kristen Noe, has reviewed bids from 5 tree removal services and has identified Professional Tree Care Company to contract with to remove the dying pine tree leaning towards 92 Highland. The low quote was for \$3,150.00 and our original estimated budget was for \$5,000.00. We had received four other quotes of \$4,480.00, 4,650.00, \$4,680.00, and \$5,152.00. We expect the work to begin on December 17th during the school break.

Great job Kristen!

Emergency Preparedness

We now have the agenda and the minutes of the Public Safety Council posted on the KPPCSD web page for review.

The next meeting of the Kensington Public Safety Council will take place Monday, November 12th, at its new time of 6:00 PM at the Community Center Room #3. Although this is Veterans Day, being a holiday everyone should be off work and available to attend the meeting. It is very important for those interested in Kensington's emergency preparedness to come to the meetings. The declining community interest in this group is placing this group's continued existence in

jeopardy.

“Great California Shakeout”

On Thursday, October 18, 2012, at 1018 hours, the “Great California Shakeout” drill was held throughout the state.

After hearing the drill announced on a local radio station, I proceeded to the Community Center where I met with Marian Gade, of the Kensington Amateur Radio Operators (KARO) Club. Marian proceeded to get the Community Center HAM radio operational and made radio contact with Jerry Michaels, who was stationed at the Public Safety Building and had the HAM radio located there operational.

Marian informed me that they had a third operator at the Kensington Hilltop School, however, that Ham unit was not up or operational because the operator could not gain access to it.

At approximately 1045 hours, Jerry contacted Marian and informed her that he had received a message from the “Arlington Quakers” that they had a CERT Team in place and a runner available between the CERT Team on Arlington Avenue and the Public Safety Building.

At 1100 hours, Officer Martinez and I responded to the Kensington Hilltop School, where Principle Judy Sanders initiated the school's earthquake drill. Following duck and cover drills, the students evacuated to the yard blacktop in a very orderly manner, and all teachers confirmed that all students were accounted for and emergency supplies were at the ready.

On my return to the station, I received a copy of Message # 0110182012 from the “Arlington Quakers” delivered to Jerry at the Public Safety Building, who indicated on the message that “No reply was sent to all stations”.

A great job by the Bob Lindquist and the “Arlington Quakers”, in not only participating in the drill, but in their ability to organize their CERT Team and by making proper communications with our Public Safety HAM Station. Ideally, the goal for our community would be to get more CERT Teams organized and available to drill.

An excellent job by Judy Sanders, the staff at Kensington Hilltop, and most of all the students of Kensington Hilltop, who were outstanding in their participation in the emergency drills at the school.

Other District Items of Interest

Solid Waste

The arbitrator agreed on by the District and Bay View has been retained and we are moving forward in the arbitration process requesting by Bay View over their demand for an increase in rates. The District has just approved Bay View's 2012 increase of 2.8% in rates per the CPI increase that will take effect January 1, 2013.

Public Works Issues

Street Lights

In March, I sent the County a listing of all the street lights that were out along the Arlington. In April, you may have noticed that the street light pole in front of the Chevron station had been tied off with ropes to the Kensington Improvement Club sign board and the lights removed. The investigation into why and by who took some time but in June I was informed by the County that the streetlights are being replaced by PG&E as part of a centerbore wood pole replacement project going on throughout Contra Costa County. On Monday, July 23rd, I was advised that Pacheco Utility would be starting the PG&E pole replacement project on the Arlington on Tuesday, July 24th. And start it they did.

I have also received at least a half dozen complaints so far about the look of the new lights and I have been in touch with Kate Rauch at John Gioia's office. Kate investigated the project for us and received this reply from the Assistant Contra Costa County Public Works Director;

"Kate,

It is my understanding that the Kensington Community has concerns over PG&E's centerbore wood pole streetlight replacement project. In the current project area, streetlight service is provided by County Service Area L-100 (CSA L-100). This means that CSA L-100 pays PG&E for the streetlight service and maintenance. The rate schedule for this is LS 1, where PG&E owns and maintains the streetlights and CSA L-100 pays a flat rate for each light.

County staff met with PG&E representatives earlier this year regarding phase 1 of the centerbore wood pole replacement project. All wood poles have a life expectancy and PG&E made a determination to take a proactive approach to replace them. The purpose of the replacement project would be to provide more reliable lighting to communities, reduce pole failures and overall maintenance costs. At that meeting, it was our understanding that streetlight pole replacements would be done with similar decorative poles if appropriate. Similar streetlight replacement projects in other unincorporated areas were done this way (aging decorative wood poles were replaced with new decorative light poles). We are currently contacting our PG&E representative to determine why a

standard galvanized pole is currently being installed, not a decorative alternative.”

On Monday, August 27th, I met with County Supervisor John Gioia, KPPCSD Director Linda Lipscomb, KIC President Mellissa Holms-Synder, County Public Works representatives, and representatives from PG&E to discuss the project and Kensington’s concerns.

As of this date the replacement project has been halted and Supervisor Gioia has arranged for a public meeting between the County, PG&E, and all concerned Kensington residents on Thursday, November 1, at 6:30PM, at the Community Center.

Paths

The County recently completed the drainage project on the Highland/ Kenyon path which will now begin the process of the District acquiring title of the path as directed by the KPPCSD Board. I have contacted a group of volunteers to assist me in working with the County in acquiring title and identifying the steps and possible actions needed once title is completed.

Kate Rauch of John Gioia’s office is also setting up a meeting between the County, the District, and our legal representatives as we move this project along.

Street Resurfacing

The first phase of the long awaited street resurfacing project has been completed. Although a bit painful at times to all dealing with traffic issues as construction was underway, I believe we are all grateful that Phase 1 is completed. Phase 2 will be scheduled for next year, with Phase 3 scheduled for 2014.

Website

The Board packets, monthly reports, minutes, recordings of the KPPCSD Board Meetings, and our Bay View – County Solid Waste contracts are available for review on our website at: www.kensingtoncalifornia.org

New Business #1

General Manager/ Chief of Police Greg Harman will present to the Board for consideration a new 60-month lease with Synectic/ Avaya for an upgraded phone equipment and software system for the police department. The new lease is \$292.34 per month for 60 months. Our current Avaya system is leased for \$111.00 per month. Board Action.



Overview and Recommendation for

Kensington Police Department

Rod Howard
510-526-6702 Direct

August 2012

KPD: Benefits you get right away



Real Tools for your staff to work & support your community interaction

- ▶ Voicemail for all staff! And easy intercom between phones/offices (Hands Free Intercom, too, and even all-page through the phones) *UNLIMITED*
- ▶ Menu Greeting, with Easy Dial-by-Name directory, so community doesn't need to wait for long message of extensions. Also, Set up separate Boxes for Vacation Watch, or community Rental, etc, for easy listening (and *4 for repeat)
- *▶ Call Forward to Dispatch! If a call comes into KPD, you can transfer to dispatch, or the Menu Greeting call also forward to dispatch! *BOTH HAVE TWO DIFFER HANDS!*
- ▶ Call Record, when you are on a call! You can then easily retrieve them from your voicemail box, and then archive them as wav files, for future reference.
- ▶ New Phone Sets, in the indicated places – upstairs, Sergeant's office, etc. *3 new phone*
- ▶ Improve users voicemail boxes. The Visual Voice Display tool make checking messages easy; also, the 'trusted source' feature gets you into your voicemail remotely (ie, without 'punching in' passwords and ext #)
- ▶ Call Follow me feature for staff to their cell for any staff that is more mobile (*or in the field*) when they work out of the office.
- ▶ Unified Messaging (*Voicemail can forward to your email client*)
- ▶ An attentive vendor partnership; we can install your equipment and support you after – one call to make, service team, help desk, etc. – REAL support!
- ▶ OPTION: Caller ID (name & number) applications to increase work effectiveness

SYNECTIC



- ▶ **Local, service-focused business partner**
- ▶ Technical Certifications (w/ 40 staff)
- ▶ Serving N. California Market since 1995
- ▶ Serving Regional and National Customers
- ▶ Approximately 9,000 Satisfied Customers
- ▶ Number 1 in IP500 Implementations in CA
- ▶ Skilled Staff of Outside Technical Engineers that can come on site when needed
- ▶ *Live* Skilled **Help Desk** Staff for Inbound client questions and Technical Assistance
- ▶ California Contractor C-7, Low Voltage Communications
- ▶ 2006 Customer Excellence Award – 98% Excellent Rating!

Our Approach: Full deployment and attentive relationship

- ▶ Design Process
- ▶ Full Installation and Programming and Training
- ▶ On-going service & Helpdesk
- ▶ **Trust, Competency & Relationship**

Example – For KPD set-up:

- *Our IP Office Implementation Teams can design, program, deploy & train your staff on your new platform*
- *Our Technical Service Center (Help Desk) can train, coach, change or dispatch for you*
- *Our Cabling Division can set up all wiring work as needed.*
- *Our Project Services Group can interface your carrier partners with your line/internet services*

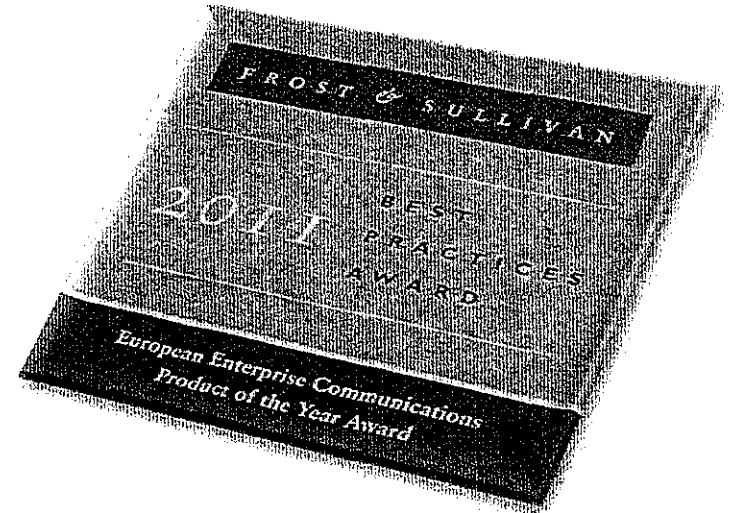
IP Office recognition

Frost & Sullivan Product of the Year Award - 2011



IP Office was evaluated on 4 criteria:

1. Value for money
2. Product features & benefits
3. Go-to-market strategy
4. Market potential & customer adoption



"In recent years, the small and medium business segment has grown in importance, becoming the target for a wave of enterprise communications products catering to their specific needs. As a result, capabilities that were once reserved for large enterprises have now made their way into the small business segment. With over 200 thousand platforms installed and over 6 million users worldwide IP Office from Avaya successfully presents SMBs with easy IP and unified communications migration path."

-- Dorota Oviedo, Industry Analyst, Frost & Sullivan

9600/9500 Series (9508 recommended)

Features for efficient communications



LCD based soft keys

LCD Display

Full Duplex Speakerphone

Headset Amplifiers

Call History with redial

Hot Desking

Visual Voicemail

Call Forwarding to Cell

Simplified programming

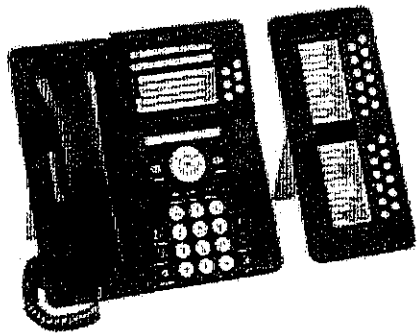
Easy to use



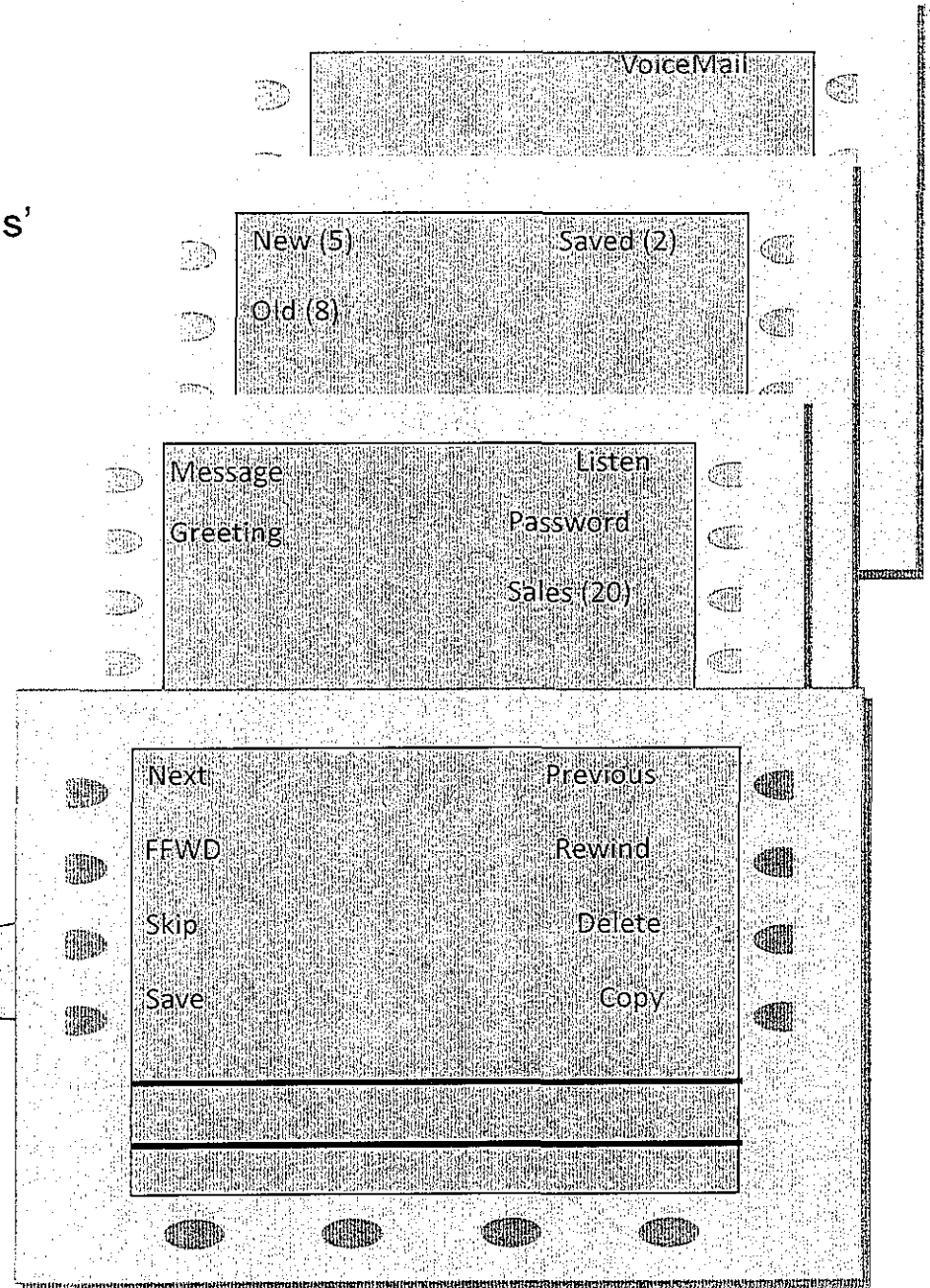
Trouble Free Messaging: *Visual Voice*

Context sensitive keys

- Guiding the user through the voice 'menus'
 - Minimizes training & Errors
- Available on Voicemail Pro & Embedded Voicemail
- View/modify email alert options
 - Off/Copy/Alert/Forward
- Available on all large display sets:
 - 1400 Series
 - 1600 Series
 - 9500 Series
 - 9600 Series




synectic



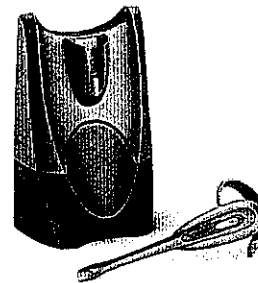
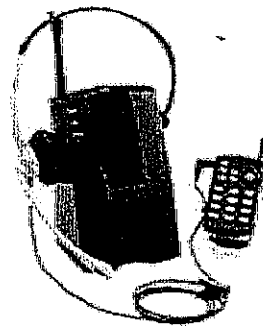
OPTION: Mobile Solutions Inside the office

Endpoints for those on the move

- ▶ Wireless Headsets
- ▶ Cordless Handsets
- ▶ Wi-Fi & IP DECT
- ▶ Hot Desking & Follow Me



Many Headset Options



Avaya one-X[®] Mobile Preferred for IP Office

Features users can now access on the go

- ▶ **Bring the one-X[®] Portal for IP Office experience to the mobile workforce**
 - Call control (click-to-call, click-to-conference, etc.)
 - Visual voicemail
 - IM and presence (both call and calendar)
 - Corporate directory access
 - Call screening
 - Additional features specific to mobile users
- ▶ **Supported on Android 2.x smartphones and/or tablets, and iPhone**



Kensington Police Dept: New Set Up



- ▶ **IP 500 equipped to handle**
- ▶ 4 Analog Line Ports (business phone lines)
- ▶ 2 Analog Extension Ports (ie, conference set)
- ▶ 6 Digital Extension Ports
- ▶ **Includes:**
- ▶ VoiceMail Preferred (AA, voicemail-email, 4 ports Call Record, Call Transfer, ie to dispatch, etc)
- ▶ 11 IP500 9508 Digital Sets (and one 12DDS adjunct)
- ▶ 750VA UPS Devise
- ▶ Installation, Project Mgt, Programming, Labor, Training
- ▶ Installation, Project Mgt, Programming, Labor, Training
- ▶ *1-Year Warranty & Service including our remote programming assistance via our TSC*
- ▶ *(Assumes your have wiring and proper labeling)*

***Total Cost Estimate: Analysis**

***\$303.50/month* FMV 60 month lease
includes equipment,
install, & 5 year service***

LESS current costs:

\$ 111.00/month (current service plan)

Net new cost:

\$ 192.50/month

***does not include sales tax
(Fair Market Value Lease: Includes equipment,
install and 5 year Warranty & Service Plan,
HelpDesk, and Phone Trade-in, and Discounts)**

12

Client Service Protection Plan:



➤ **Gold Coverage - Gold Coverage includes unlimited site visits due to equipment failure per year. This coverage also includes complete equipment coverage and unlimited calls for remote programming assistance for minor changes.**



Implementation Process – Example KPD



With ongoing project conference calls and emails throughout project

Green Light: ie,
AUGUST

Preparation Phase:

- Step 1** Review & execute contract for Equipment; Verify phone lines
- Step 2** Pre-Implementation Mtg: Review Design and timeline—discuss and schedule.
- Step 3** Project Manager Works on Specific System programming and user set-up w/ **Andrea** and/or assigned staff
- Step 4** Order voice equipment; begin the programming process off-site in our lab.

Implementation Phase (Part I):

- Step 1** Confirm Existing Lines. Add if necessary/desired.

Implementation Phase (Part II):

- Step 3** Testing Complete, Reviewed—make any adjustments
- Step 4** Do Pre-Training on System
- Step 5** Install and Bring Voice Equipment Online - by a pre-decided schedule with **staff** based on your priorities
- Step 6** Coaching and Training

Post-Implementation Phase:

- Original implementation team involved
- 4 weeks of Unlimited Remote Programming Support
- Quality Control and Coaching

Warranty Phase:

Ongoing Support continues through our Service Group and Operations team

....We deliver new features & program the best set-up for you...



A Synectic Deployment Team:

Our approach is a specific plan for Pre-Implementation & Implementation.

- ▶ Custom Design Guide (*prepared with our clients*)
- ▶ Technical Project Manager
- ▶ Operations administrator - coordinating schedules, staff and equipment
- ▶ Engineer & Technician

Synectic Technologies

4640 Duckhorn Drive
Sacramento, CA 95834

Purchase Agreement



CUSTOMER NAME Kensington Police Protection District	Synectic Technologies Contact Rod Howard	CONTRACT NUMBER TCI- 209401
PRODUCT ADDRESS 217 Arlington Avenue	Synectic Technologies Contact Number 510-526-6702	APPROXIMATE INSTALL/DELIVER. DATE December 18th 2012
CITY, STATE, ZIP CODE Kensington, CA 94707	CUSTOMER WILL PAY \$ 292.34 PRIOR TO SYSTEM DELIVERY AS ADVANCE PAYMENT	
AREA CODE, PHONE NUMBER 510-526-4141	LEASE FINANCING NOTICE: Third-Party lease/financing of products acquired under this agreement may require you to transfer your ownership of products to the lessor and you (the lessee) may only have the right to repurchase the products at the end of the lease term, e.g., for the product's fair market value	

QUANTITY	
1	IP 500 Base 8.0 Chassis Base Unit:
1	IP 500 Combo Card Analog 4 Line, 6 digital ports, 1 IP 500 Digital 8 Card
1	IP 500 Feature SD card 1 - IP 500 Adm.CD's
11	IP 500 9508 Digital Set; 1 9500 DSS 12 (reception)
1	IP 500 Preferred VoiceMail & Messaging (4 Ports)
	Installation, Project Management, Programming & Training and 5 Year equipment & labor Warranty included

NOTE: This equipment & installation & 5 year service plan will go on Fair Market Value lease with AVAYA Financial Services: \$292.34/month NOTE: Does not include wire runs of 3 new phones - survey during pre-implementation	Subtotal	\$292.34/month
	Estimated shipping Charges*	included
	Credit	included
	Grand Total Taxes not Included	\$292.34/month

YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ AND UNDERSTAND EACH OF THE TERMS AND CONDITIONS ON THE FRONT AND REVERSE OF THIS AGREEMENT, INCLUDING THE LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY. THESE TERMS AND CONDITIONS WILL ALSO APPLY TO ANY SUBSEQUENT ORDERS, ORAL OR WRITTEN, ACCEPTED BY SYNECTIC ACCEPTANCE BY SYNECTIC IS SUBJECT TO CREDIT APPROVAL.

CUSTOMER By: _____ (Authorized Customer Representative's Signature) (Date) _____ (Typed or Printed Name) _____ (Title)	SYNECTIC TECHNOLOGIES Accepted By: _____ (Authorized Signature) (Date) _____ (Typed or Printed Name) _____ (Title)
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*****Additional Provisions For Synectic Use Only*****

664

**TERMS AND CONDITIONS**

TOWNE COMMUNICATIONS, INC., DBA SYNECTIC TECHNOLOGIES (SYNECTIC TECHNOLOGIES and or Synectic Technologies), and you, the ("Customer"), agree that the following terms and conditions will govern Customer's order for equipment, wire, software, and warranty (Products,) produced by the entity described on the face page or on an addendum to this agreement and manufactured by the entity identified opposite such description ("Manufacturer"), and the installation and related services ("Services") provided by SYNECTIC TECHNOLOGIES. This Agreement may contain additional pages and covers Services for use only in the United States.

1. **CONTRACT PERIOD** -- This Agreement will be effective from the date of SYNECTIC TECHNOLOGIES written acceptance of Customer's order until terminated as set forth in this agreement.

2. ORDERS

A. SYNECTIC TECHNOLOGIES reserves the right to reject any order for any reason. SYNECTIC TECHNOLOGIES'S acceptance of this agreement is subject to credit approval, to the remittance of an advance payment or progress payments, or to other forms of security that may be specified by SYNECTIC TECHNOLOGIES.

B. Orders for additions or modifications to the Products and Services ordered hereunder placed will be governed by the terms and conditions of this Agreement if the order is accepted by SYNECTIC TECHNOLOGIES.

3. **DELIVERY OF PRODUCTS** -- The "Delivery Date" is the date SYNECTIC TECHNOLOGIES delivers the product to customer.

A. SYNECTIC TECHNOLOGIES will use its best efforts to deliver the Products on the delivery date scheduled by SYNECTIC TECHNOLOGIES and you. Product price changes and Service charges may apply if you delay delivery. In such a case, customer will be billed the SYNECTIC TECHNOLOGIES prices or charges in effect on the actual date of delivery.

4. INSTALLATION AND SERVICES

A. For installed Products, the "In Service Date" is the date SYNECTIC TECHNOLOGIES notifies you that the Products are installed and in good working order in accordance with Manufacturer's standard specifications or documentation.

B. SYNECTIC TECHNOLOGIES will use its best efforts to begin installation on the date scheduled by SYNECTIC TECHNOLOGIES and you. If customer is unable or unwilling to have the Products installed on the originally scheduled installation date, SYNECTIC TECHNOLOGIES may initiate billing for Products delivered or Services rendered hereunder, as of the date installation was scheduled.

C. Customer accepts sole expense, to provide the proper environment and electrical and telecommunications connections for the Products. Customer is responsible for the removal of any hazardous material (e.g. asbestos) or correction of any hazardous condition that affects Synectic Technologies performance of Services. Services will be delayed until customer removes or corrects the hazardous condition. SYNECTIC TECHNOLOGIES shall not be liable to customer as a result of such delays.

D. Installation and shipping charges may be adjusted if customer changes the installation location.

E. "Wire" or "Wiring" excludes black cable, riser cable and all other network wiring or facilities such as poles, conduit, local access lines and trunks.

5. PRICE AND PAYMENT

A. SYNECTIC TECHNOLOGIES will invoice non-recurring charges no sooner than the Delivery Date, unless SYNECTIC TECHNOLOGIES renders and invoices sooner, pursuant to this agreement. Except for payments due under Section 2.A., payment of invoices is due upon receipt of invoice. Payment not received within ten (10) days after the Due Date is subject to a late payment charge of the lower of (i) one and one half percent (1.5%) per month or portion thereof, or (ii) the maximum amount allowed by law. Restrictive endorsements or other statements on checks will not apply. Customer agrees to reimburse SYNECTIC TECHNOLOGIES for reasonable attorney's fees and any other costs associated with collecting delinquent payments. 3.A Any account in default greater than 90 days of the date of billing, is subject to repossession of all equipment listed on the business contract without notice and/or recourse. In the event of repossession of equipment for non-payment, SYNECTIC TECHNOLOGIES will sell said equipment at used product market prices and apply all monies toward the outstanding balance of said account. Expenses paid as a direct result of having to repossess the phone equipment, hold it for sale, and sell it, are, as permitted by law, allowed expenses. Lawyer's fees and legal costs incurred by this repossession will be billed to customer and are permitted by law. Customer will pay any money still owing after the sale of said equipment. If customer does not pay the amounts still owing when billed, SYNECTIC TECHNOLOGIES may charge customer service fees at the highest lawful rate until payment is received. In addition to, but not limited to, a delinquency will be reported to our collection agency.

B. Prices are F.O.B. SYNECTIC Technologies shipping point. If, after SYNECTIC TECHNOLOGIES accepts this agreement, SYNECTIC TECHNOLOGIES discovers that prices or charges are misstated or omitted, SYNECTIC TECHNOLOGIES will notify customer of the error and the correct prices or charges. Customer will then have the option of canceling this Agreement without incurring a cancellation charge, or ratifying the Agreement.

C. Customer shall pay all applicable taxes levied upon sale, transfer of ownership, installation, license, or use of Products or Services, unless customer provide SYNECTIC TECHNOLOGIES with a valid tax exemption certificate.

D. Customer shall pay all shipping, rigging and other destination charges. Any shipping and/or installation charges may be adjusted if customer changes the location of delivery or installation.

E. Any payments made to any other address shall not reduce, discharge or otherwise affect purchaser's obligation to remit payment directly to SYNECTIC TECHNOLOGIES.

6. **SECURITY INTEREST** --- SYNECTIC TECHNOLOGIES shall have a purchase money security interest in the Products to secure payment of the purchase price and any installation charges until they are paid in full. Customer agrees to execute and deliver all documents requested by SYNECTIC TECHNOLOGIES to protect and maintain Synectic Technologies security interest.

7. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY

A. THE ENTIRE LIABILITY OF SYNECTIC TECHNOLOGIES AND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, OR ANY WORK OR SERVICE PERFORMED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE: (1) FOR FAILURE OF PURCHASED PRODUCT DURING THE WARRANTY PERIOD, IN WHICH CASE CUSTOMER'S REMEDY SHALL BE LIMITED TO THOSE STATED IN SECTION 10; (2) FOR DELAYS IN THE DELIVERY OR IN-SERVICE DATE, WHICHEVER IS APPLICABLE, SYNECTIC TECHNOLOGIES SHALL HAVE NO LIABILITY UNLESS THE DELIVERY OR IN-SERVICE DATE IS DELAYED BY MORE THAN THIRTY (30) DAYS BY CAUSES NOT ATTRIBUTABLE TO EITHER CUSTOMER OR FORCE MAJEURE CONDITIONS, IN WHICH CASE YOUR SOLE REMEDY SHALL BE TO CANCEL THE ORDER WITHOUT INCURRING CANCELLATION CHARGES; (3) SYNECTIC TECHNOLOGIES'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, CUSTOMER'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES, IF SYNECTIC TECHNOLOGIES FAILS TO CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS OF RECEIPT OF CUSTOMER'S WRITTEN NOTICE; AND (4) FOR ALL OTHER CLAIMS OTHER THAN AS SET FORTH ABOVE, CUSTOMER'S SOLE REMEDY SHALL BE THE LESSOR OF: (A) THE DIRECT DAMAGES PROVEN, OR (B) THE REPAIR, REPLACEMENT COSTS OR PURCHASE PRICE OF THE PRODUCTS OR SERVICE THAT DIRECTLY GIVES RISE TO THE CLAIM.

B. IN NO EVENT SHALL SYNECTIC TECHNOLOGIES OR ITS AFFILIATES BE LIABLE TO YOU OR TO ANY OTHER COMPANY OR ENTITY FOR ANY INCIDENTAL, RELIANCE, CONSEQUENTIAL, OR OTHER INDIRECT LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, OR CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD"), AND SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES NUMERATED ABOVE WHETHER OR NOT SYNECTIC TECHNOLOGIES HAS BEEN ADVISED OF SUCH DAMAGES. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES.

8. **DISPUTES** --- Any Dispute you have against SYNECTIC TECHNOLOGIES raising from or in connection with this Agreement must be brought within twelve (12) months after the cause of the action arises.

9. **THIRD PARTY PRODUCTS** --- The decision to acquire hardware, software (in any form), supplies or services from parties other than SYNECTIC TECHNOLOGIES ("Third Party Products") is Customers, even if SYNECTIC TECHNOLOGIES helps you identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, SYNECTIC TECHNOLOGIES IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT CUSTOMER'S OBLIGATIONS TO SYNECTIC TECHNOLOGIES. Any claim that you have in connection with a Third Party Product, and any remedies for such claims will be against the supplier of such Third Party Products.

10. SOFTWARE LICENSE

A. Manufacturer grants you, the customer, a personal non-transferable and non-exclusive right to use, in object code form, all software and related documentation furnished under this Agreement, pursuant to the Agreement between Manufacturer Communication and SYNECTIC TECHNOLOGIES. This grant shall be limited to use with the equipment for which the software was obtained, or on a temporary basis, on back up equipment when the original equipment is inoperable. Use of software on multiple processors is prohibited unless otherwise agreed to in writing by Manufacturer. Customer agrees to use Customer's best efforts to see that its employees and users of all software licensed under this Agreement comply with these terms and conditions and customer will refrain from taking any steps, such as reverse assembly or reverse compilation. To derive a source code equivalent of the software

B. Customer may make a single archive copy of the software. Any such copy must contain the same copyright notice and proprietary markings that the original software contains. Use of the software on any equipment other than that for which it was obtained, removal of the software from the United States, or any other material breach of the software license shall automatically terminate this lease.

C. If the equipment purchased hereunder is sold or assigned to another party, Manufacturer requires that the new owner or assignee execute a new software license, pay the then current software license fee, if any, and agree to Manufacturer's terms and conditions. If the new owner or assignee of the equipment refuses to execute a new software license agreement or to pay the applicable software license fee, or if the equipment is no longer to be used by you, you shall either (1) return the software with any copies, or (2) destroy the software and all copies, and provide Manufacturer with prompt written notice of such destruction.

D. If the terms of this agreement differ from the terms of any license packaged with the software, the terms of the license accompanying the software shall govern.

E. **LIMITED WARRANTY AND LIMITED LIABILITY**---Manufacturer warrants that if the Software does not substantially conform to its specifications, the end-user customer ("You") may return it to the place of purchase within 90 days after the date of purchase, *provided* that You have deployed and used the Software solely in accordance with this License Agreement and the applicable Manufacturer installation instructions. Upon determining that the returned Software is eligible for warranty coverage, Manufacturer will either replace the Software or, at Manufacturer option, will offer to refund the License Fee to you upon receipt from you of all copies of the Software and Documentation. In the event of a refund, the License shall terminate.

F. **COMPATABILITY**-- THE SOFTWARE IS NOT WARRANTED FOR NONCOMPATIBLE SYSTEMS.

G. **DISCLAIMER OF WARRANTIES**-- MANUFACTURER MAKES NO WARRANTY, REPRESENTATION, OR PROMISE TO YOU NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. MANUFACTURER DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. ALSO, MANUFACTURER DOES NOT WARRANT THAT THE SOFTWARE WILL PREVENT, AND MANUFACTURER WILL NOT BE RESPONSIBLE FOR, UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE SOFTWARE (TOLL FRAUD). Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, which vary from state to state.

H. **EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY**-- EXCEPT FOR BODILY INJURY PROXIMATELY CAUSED BY MANUFACTURER'S NEGLIGENCE, CUSTOMER'S EXCLUSIVE REMEDY AND MANUFACTURER'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR TO THE SOFTWARE OR DOCUMENTATION SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$10,000. MANUFACTURER SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE OR SAVINGS, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE SOFTWARE (TOLL FRAUD), OR CLAIMS BY ANY PERSON OTHER THAN YOU. THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN EXCLUSIVE REMEDY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

11. **WARRANTY** -- During the warranty period the Products will operate in accordance with Manufacturer's standard specifications or documentation accompanying the Product ("Documentation"). If a Product does not operate in accordance with Manufacturer's standard specifications or Documentation during the warranty period, you must promptly notify Synectic. Synectic, at its option, will either repair or replace that Product without charge. Purchased or replacement parts and products may be new, remanufactured or refurbished. Any removed parts and/or Products will become the property of Manufacturer. You have the right as customer's exclusive remedy, to return that Product for a refund of the purchase price or license fee if Manufacturer is unable to repair or replace the Product. The warranty period shall be one year from the acceptance date of the Product for hardware, 90 days for software and refurbished or reconditioned products.

A. EXCEPT AS STATED ABOVE, MANUFACTURER, ITS SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS, SUPPLIERS AND AGENTS MAKE NO INDEPENDENT WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. The warranty provided does not cover repair for damages, malfunctions, or performance characteristics caused by: (1) use of non-Manufacturer furnished equipment, software, or facilities with the Product; (2) customer's failure to follow Manufacturer's installation, operation or maintenance instructions, including customer's failure to permit Manufacturer timely remote access to the Products; (3) failure or malfunction of Products serviced by unauthorized personnel; (4) actions of non-Manufacturer personnel; (5) abuse, misuse, negligence or other actions of customers or persons under customer's control; or (6) force majeure conditions. Manufacturer does not warrant uninterrupted or error free operation of the Product. In addition, Manufacturer is not obligated to provide warranty or post-warranty service if you modify the Product. If you request, Manufacturer will perform repair or other services not covered by this Agreement to customer's Manufacturer Products at Manufacturer's standard rates for such purpose.

C. If you have ordered post-warranty service, during Manufacturer's warranty and post-warranty service periods, Manufacturer is responsible for damage (excluding loss or corruption of data records) to customer's voice Products from power surges as long as you have installed the Products electrical protection which complies with the national Electrical Code, any applicable local standards, and any Manufacturer-specified site requirements. A pending or active Manufacturer post-warranty service agreement is a prerequisite for this power surge coverage.

D. You agree to notify Manufacturer prior to moving a Product. Additional charges may apply if Manufacturer incurs additional costs in providing warranty or post warranty services as a result of a move of a Product.

E. Products are design to be reasonably secured. However, Manufacturer makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, such as Password reset, Conference Mailbox, Skip Password and Monitor Mailbox, when enabled, could be improperly used in violation of privacy laws. By ordering Products with these features or separately ordering such features, you assume all responsibility for assuring their proper and lawful use.

F. If the Product supports Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, you may experience certain compromises in performance, reliability, and security, even when the Product performs as warranted. These compromises may become more acute if you fail to follow Manufacturer's recommendations for configuration, operation and use of the Product. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THESE RISKS AND THAT YOU HAVE DETERMINED THEY ARE ACCEPTABLE FOR CUSTOMER'S APPLICATION OF THE PRODUCT. YOU ALSO ACKNOWLEDGE THAT, UNLESS EXPRESSLY PROVIDED

IN ANOTHER AGREEMENT, YOU ARE SOLELY RESPONSIBLE FOR (1) ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION, AND (2) BACKING UP CUSTOMER'S DATA AND FILES.

12. TITLE AND RISK OF LOSS; ACCEPTANCE -- Title and risk of loss shall pass on Delivery Date.

13. CANCELLATION/TERMINATION

A. If you cancel the whole or a portion of an order after this Agreement is signed but prior to the Delivery Date for Customer-Installed Products or the scheduled installation date for SYNECTIC TECHNOLOGIES installed Products, you will pay a fee equal to twenty-five percent (25%) of the purchase price/license fee for the canceled Products, plus any applicable shipping charges. If you cancel after the Delivery Date for Customer installed Products or after installation has begun for SYNECTIC TECHNOLOGIES installed Products, you will pay the full purchase price and/or license fee, shipping charges and installation charges, to the cancellation date. Returns are subject to Synectic Technologies standard return policy.

B. If you fail to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) and such failure continues for thirty (30) days after receipt of written notice, you shall be in default and SYNECTIC TECHNOLOGIES may terminate this Agreement and exercise any available rights. Upon termination by SYNECTIC TECHNOLOGIES, you shall be liable for cancellation and/or termination charges and any other applicable charges.

14. FORCE MAJEURE -- SYNECTIC TECHNOLOGIES shall have no liability for delays, failure in performance or damages due to: fire, explosion, pest damage, power failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communication carriers, Customer's actions or unauthorized uses of the Products or other causes beyond Synectic Technologies control whether or not similar to the foregoing.

15. ASSIGNMENT -- Neither party may assign this agreement without prior written consent of the other party, which consent cannot be unreasonably withheld. However, SYNECTIC TECHNOLOGIES may assign this agreement without Customer's consent to a present or future affiliate, subsidiary, successor or distributor, or may assign its right to receive payment.

16. PATENTS AND COPYRIGHT INDEMNITY

A. Pursuant to the Distribution Agreement between SYNECTIC TECHNOLOGIES and Manufacturer, Manufacturer will defend or settle, at its own expense, any claim or suit against you alleging that any Product furnished under this Agreement infringes any United States patent or copyright. Manufacturer will also pay all damages and costs that by final judgment may be assessed against you due to such infringement. Manufacturer's obligation is expressly conditioned upon the following: (1) you shall promptly notify Manufacturer in writing of such claim or suit; (2) Manufacturer shall have sole control of the defense or settlement of such claim or suit; (3) you shall cooperate with Manufacturer in a reasonable way to facilitate the settlement or defense of such claim or suit; and (4) the claim or suit does not arise from Customer's modifications or from use or combinations of Products provided by SYNECTIC TECHNOLOGIES with products provided by you or others.

B. If ANY products become, or in Manufacturer's opinion are likely to become, the subject of an infringement suit, Manufacturer will, at its option: (1) procure for you the right to continue using the applicable Products; (2) replace or modify the Products to provide with a non-infringing product that is functionally equivalent in all material respects; or (3) refund the purchase price or software license fee, if any, less a reasonable allowance for use.

17. GENERAL

A. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of all parties.

B. If any party fails to enforce any right or remedy available under this agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other parties.

C. You certify that the Products acquired hereunder are intended for Customer's use in the ordinary course of Customer's business and not for the purposes of resale. You also certify that the Products provided hereunder are for commercial use and are not primarily for personnel, family or household use.

D. This Agreement shall be governed by the local laws (as opposed to the conflict of law provisions) of the State of California. This Agreement is intended to be severable, and the invalidity or unenforceability of any provision, sentence or clause hereof shall not affect the validity or enforceability of the remaining provisions, sentences or clauses hereof.

E. This document may be construed as an offer, or a confirmation of a contract. If construed as an offer it expressly limits acceptance to the terms of the offer contained herein and constitutes notice of objection to any additional or different terms in the acceptance so as to preclude the inclusion of any different or additional terms in any resulting contract. If this document is constructed as an acceptance, this acceptance expressly conditions such acceptance on Customer's assent to any additional or different terms contained herein. If these terms and conditions are not acceptable, you must notify SYNECTIC TECHNOLOGIES immediately. If you do not so notify SYNECTIC TECHNOLOGIES immediately, Customer's acceptance of delivery will constitute conclusive evidence of Customer's assent to the additional or different terms and conditions contained herein. If for whatever reason, you shall be deemed not to have assented to the additional or different terms and conditions contained herein, this conditional acceptance shall constitute a counter offer, acceptance of whose terms shall be conclusively presumed by acceptance of delivery. If this document is constructed as a confirmation of an existing contract, such confirmation is expressly conditional on Customer's assent to any additional or different terms contained herein.

F. Synectic Technologies will have no liability for technical issues or delays resulting from the actions of outside vendors, including other contractors or telecommunications service providers.

18. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BETWEEN THE PARTIES AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

The undersigned agree to the terms and conditions of these Terms and conditions document. Signed the _____ Day of _____, 2012

NAME AND TITLE



EQUIPMENT POST WARRANTY AGREEMENT

CUSTOMER NAME Kensington Police Protection District	CONTRACT NO. TCI- 209401	SYNECTIC TECHNOLOGIES HELPLINE 1 877-869-6300
BILLING ADDRESS 217 Arlington Avenue	INSTALLATION DATE TBD	SERVICE COMMENCEMENT DATE
CITY, STATE, ZIP CODE Kensington, CA 94707	ACCOUNT EXECUTIVE Rod Howard	PAYMENT OPTIONS (QUARTERLY OR PREPAID) Prepaid
CUSTOMER TELEPHONE NUMBER 510-526-4141	TYPE OF COVERAGE Gold	BUSINESS DAY COVERAGE 8 AM - 5 PM MONDAY - FRIDAY

Customer request enhanced warranty and/or post warranty maintenance service for the following products subject to the terms and conditions on the reverse hereof.

Qty	Material Code	Product Description	Post Warranty Term	Post Warranty Charge Per Unit	Post Warranty Charge Total
1	700476005	IPO 500v2 System Unit	60		included
1	700476013	IPO 500 Extension Combination Card Phone	60		included
1	700417330	IPO 500 Extension 8 Digital Station Card	60		included
1	700417439	IPO 500 Feature SD Card (Smart Card)	60		included
1	vm pro server	VM Pro Server - Rack Mountable	60		included
1	1771191	Preferred (VM Pro)	60		included
11	700500207	IPO 9508 Telset Black (R7 or later)	60		included

Total Monthly Charge **Included in the lease**

Gold Coverage - Gold Coverage includes unlimited site visits due to equipment failure per year. This coverage also includes complete equipment coverage and unlimited calls for remote programming assistance for minor changes.

Customer signature below indicates customer has read and agrees to the terms and conditions set forth on the reverse hereof.

Customer Name
Kensington Police Protection District
By: (Authorized Signature)

Typed Name

Date

Product Address
217 Arlington Avenue
City State Zip
Kensington, CA 94707

Synectic Technologies
Accepted By: (Authorized Signature)

Printed Name

Date

Address
4640 Duckhorn Drive
City State Zip
Sacramento, CA 95738

Equipment Post Warranty Agreement Terms and Conditions

Towne Communications, Inc. dba Synectic Technologies (TCI) and you, agree that the following terms and conditions will apply to enhanced warranty, post warranty services and related services ("Services") listed on the front of this Agreement. This Agreement may contain additional pages and covers Products and Services for use only in the United States.

1. **CONTRACT PERIOD** - This Agreement shall be effective when signed by you and accepted in writing by TCI, until terminated as set forth in Section 8 of this Agreement. Enhanced warranty services will be coterminal with the applicable product warranty period. Post-warranty services will be for an initial term as specified on the reverse hereof, (one (1) year minimum). Post-warranty services shall be automatically renewed for successive one (1) year terms at the charges and under the terms and conditions applicable to TCI standard one (1) year services agreement at the time of renewal, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. TCI can also notify you ninety (90) days in advance of the time or renewal that Service for specific Products covered under this Agreement will not be renewed.

2. **CUSTOMER RESPONSIBILITIES**- You agree to (i) provide the proper environment, electrical and telecommunications connections, (ii) to provide access and work space, and (iii) maintain a procedure external to the software program(s) and host computer for reconstruction of loss or altered files, data or programs. You are responsible for notifying TCI of the presence of any hazardous material (e.g., asbestos) on your premises prior to the commencement of any Services. You are also responsible for removal of any such hazardous material or correction of any hazardous condition that affects TCI's performance of Services. Services will be delayed until you remove or correct the hazardous condition; TCI shall not be liable to you as a result of such delays.

3. **WARRANTY**- A. When a post-warranty service agreement exists, TCI warrants that during the warranty period the Products will operate in accordance with the Documentation. If a Product does not operate in accordance with the Documentation during the warranty period, you must promptly notify TCI. TCI, at its option, will either repair or replace that Product without charge. You have the right, as your exclusive remedy, to return that Product for a refund of the purchase price or license fee if TCI is unable to repair or replace the Product. A pending or active TCI post-warranty service agreement is a prerequisite for this warranty coverage.

B. The warranty period shall begin on the Delivery Date for Customer-installed Products. TCI standard warranty period will apply if none is specified. The warranty period shall begin on the Date specified on the reverse hereof if the product is installed or certified by TCI.

4. **ENHANCED WARRANTY & POST-WARRANTY SERVICE**- A. TCI will provide Services during the Contract Period in accordance with TCI standard specifications subject to the exclusions set forth in this Section 4. TCI provides various maintenance Services dependent upon the product and option selected by the Customer and indicated on the reverse hereof. TCI current Services options are described in TCI's SOIP ("Service Options Information Page"), copies of which are available upon request.

B. Post-warranty service includes preventive maintenance as deemed appropriate by TCI and remedial maintenance, including replacement parts required for Products used under normal operating conditions.

C. If you subsequently purchase Products ("Added Products") from TCI or third party and co-locate those products with existing ones, those Added Products purchased from a party other than TCI are subject to certification by TCI at TCI's then current rates for such certification; post-warranty service coverage will be effective immediately after TCI certifies the Added Products. Charges for Added Products will be at the then current rate and coverage will be coterminal with the coverage for the existing Products.

D. **PURCHASED OR REPLACEMENT PARTS AND PRODUCTS MAY BE NEW, REMANUFACTURED OR REFURBISHED.** Any removed parts and/or Products will become the property of TCI.

E. Enhanced Warranty and post-warranty service coverage will be in accordance with the front of this Agreement.

F. **POWER SURGES**- If you have ordered post-warranty service, during TCI's warranty and post-warranty service periods, TCI is responsible for damage (excluding loss or corruption of data records) to your voice Products (e.g. Partner ACS® and Partner Messaging® systems but not any data or video products) from power surges as long as you have installed to the Products' electrical protection which complies with National Electrical Code, any applicable local standards, and TCI-specified site requirements. TCI specified site requirements are included in the described in TCI's SOIP ("Service Options Information Page"), copies of which are available upon request. A pending or active TCI post-warranty service agreement is a prerequisite for this power surge coverage.

G. TCI may, at its discretion, electronically monitor your system for the sole purpose of collecting and recording the configuration of and the number and kinds of products in your system. Such monitoring will serve two (2) principal purposes: (1) the information will permit more accurate remote diagnostics and corrective actions; and (2) the information will be used once a year, before the renewal date of any Service Agreement, or the annual anniversary date of a multi-year Agreement, to determine applicable charges. Products identified in the data collection will be treated as Added Products under Section 4.C. You will cooperate with TCI in such data collection, including making remote access available to TCI for this purpose.

5. **WARRANTY/POST-WARRANTY SERVICE EXCLUSIONS**- A. EXCEPT AS STATED IN SECTION 5, TCI, ITS SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS, AND SUPPLIERS, MAKE NO WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. The warranty provided in Section 3 and post-warranty service do not cover repair for damages, or malfunctions, or performance characteristics caused by: (1) use of non-TCI furnished equipment, software, or facilities with the Product(s); (2) your failure to follow TCI's installation, operation or maintenance instructions, including your failure to permit TCI timely remote access to your Product(s); (3) failure or malfunction of equipment, software, or facilities not serviced by TCI; (4) actions of non-TCI personnel; or (5) force majeure conditions as stated in Section 10. TCI does not warrant uninterrupted or error free operation of the Product(s). In addition, TCI is not obligated to provide warranty or post-warranty service if you modify the Product(s). If you request, TCI will perform repair or other services not covered by this Agreement to your TCI Product(s) at TCI's standard rates for such service.

C. Although Products are designed to be reasonably secure, TCI makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, such as Password Reset, Conference Mailbox, Skip Password and Monitor Mailbox, when enabled, could be improperly used in violation of privacy laws. By ordering Products with these features or separately ordering such features, you assume all responsibility for assuring their proper and lawful use.

D. You agree to notify TCI prior to moving a Product. Additional charges may apply if TCI incurs additional costs in providing warranty or post-warranty services as a result of a move of a Product.

E. If the Product supports Telephony or Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, you may experience certain compromises in performance, reliability and security even when the Product performs as warranted. These compromises may become more acute if you fail to follow TCI's recommendations for configuration, operation and use of the Product. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THESE RISKS AND THAT YOU HAVE DETERMINED THEY ARE ACCEPTABLE FOR YOUR APPLICATION OF THE PRODUCT. YOU ALSO ACKNOWLEDGE THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER AGREEMENT, YOU ARE SOLELY RESPONSIBLE FOR (1) ENSURING THAT YOUR NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSIONS, AND (2) BACKING UP YOUR DATA AND FILES.

CUSTOMER

By: _____
(Authorized Customer Representative's Signature)

6. **PRICE AND PAYMENT**- A. Payment of invoices is due within thirty (30) days from the invoice date. Delinquent payments on any undisputed balance are subject to a late payment charge of the lower of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. Restrictive endorsements or other statements on checks will not apply. You agree to reimburse TCI for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

B. You shall pay taxes levied upon the sale, transfer or ownership, installation, license or use of Products or Services unless you provide TCI with a tax exemption certificate. Excluded are taxes on TCI's net income.

7. **EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY**- A. THE ENTIRE LIABILITY OF TCI AND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, AND SUPPLIERS OF ALL OF THEM) AND YOUR EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE: (1) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN SECTION 3; (2) FOR TCI'S FAILURE TO PERFORM ANY MATERIAL TERM OF THIS AGREEMENT (E.G., TCI'S POST-WARRANTY SERVICE OBLIGATIONS), YOUR SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF TCI FAILS TO CORRECT SUCH FAILURES WITHIN THIRTY (30) DAYS OF RECEIPT OF YOUR WRITTEN NOTICE; (3) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH TCI'S SOLE NEGLIGENCE WAS THE PROXIMATE CAUSE, YOUR RIGHT TO PROPERTY OR PERSON; AND (4) FOR CLAIMS OTHER THAN SET FORTH ABOVE, TCI'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE PRICE OF SERVICE GIVING RISE TO THE LIABILITY OR \$100,000, WHICHEVER IS LESS.

B. EXCEPT TO THE EXTENT PROVIDED IN SUBSECTION 7.A (3), TCI SHALL NOT BE LIABLE FOR THE FOLLOWING TYPES OF DAMAGES: (1) INDIRECT OR INCIDENTAL DAMAGES, AND (2) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, LOST, CORRUPTED, MISDIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECT TO PRODUCTS ("TOLL FRAUD"). TCI SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE WHETHER OR NOT TCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

8. **CANCELLATION/TERMINATION**- A. Prior to the commencement of post-warranty service, you may cancel coverage and receive a full refund of any prepaid amount. After commencement of any initial or renewal term of post warranty service, you may terminate service coverage upon thirty (30) days written notice. If you provide notice of your intent to terminate during the first thirty (30) days of coverage, you will only be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage, you may provide notice to terminate the Agreement subject to a termination charge equal to the monthly charges for twelve (12) months or the period remaining, whichever is less. For prepaid agreements, TCI will refund or credit the pro rata price of the remaining term less the applicable charge.

B. If you fail to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) such failure continues for thirty (30) days after receipt of written notice, you shall be in default and TCI may terminate this Agreement and exercise any available rights. Upon termination by TCI, you shall be liable for cancellation and/or termination charges and any other applicable charges.

9. **DISPUTES**- A. Any controversy or claim whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 9.

B. If a Dispute arises, the parties will endeavor to resolve the dispute through good faith negotiation within forty-five (45) days of notification of the Dispute. If the Dispute cannot be settled through good faith negotiation, TCI and you will submit the Dispute to non-binding mediation conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate dispute resolution organization. Each party shall bear its own expenses but those related to the compensations of the mediator shall be borne equally. The parties, their representatives, other participants and the mediator (and arbitrator, if any) shall hold the existence, content and result of mediation in confidence. If the Dispute is not resolved through mediation, claims may be brought in a state or federal court of competent jurisdiction or resolved through binding arbitration.

C. Any Dispute you have against TCI with respect to this Agreement must be brought in accordance with this Section 9 within two (2) years after the cause of action arises.

10. **FORCE MAJEURE**- TCI shall have no liability for delays, failure in performance or damages due to: fire, explosion, liquid damage, power failures, pest damages, lightning or power surges (except as provided in Section 4.F), strikes or labor disputes, floods, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, unauthorized use of the Products, or other causes beyond TCI's control whether or not similar to the foregoing.

11. **ASSIGNMENT**- Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, TCI may assign this Agreement to a present or future affiliate, subsidiary, successor or distributor or may assign its right to receive payment without your consent.

12. **SUBCONTRACTING**- TCI may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

13. **GENERAL**- A. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

D. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.

C. You certify that the Services acquired hereunder are intended for your use in the ordinary course of your business and not for the purpose of resale.

D. This Agreement shall be governed by the local laws (as opposed to the conflict of law provisions) of the State of California.

E. THIS AGREEMENT AND THE SOIP ARE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BETWEEN THE PARTIES AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

Date _____



Avaya Trade-In Trade Up Rebate Form:

(Please complete all fields)

CONTACT NAME (Avaya partner or Avaya Direct):	Lihn Burnsed	CONTACT PHONE #	916-993-2127
COMPANY NAME (Avaya partner)	SYNECTIC	PROMO CODE or SAP CODE (Avaya Direct)	
CUSTOMER CONTACT NAME	Chief Harmon	CUSTOMER CONTACT PHONE #	510-526-4141
CUSTOMER COMPANY NAME	Kensington Police	DATE	

REQUIRED:

- Avaya partner: Copy of Distributor Invoice (noting new Avaya equipment purchased)
- Avaya Direct: Must note SAP code (above)

UNDER THE TERMS OF THE TRADE-IN TRADE-UP ENDPOINT PROGRAM, THE UNDERSIGNED PROVIDES AVAYA THE TRANSFERRED EQUIPMENT WHICH BOTH THE UNDERSIGNED AND AVAYA AGREE ARE SUFFICIENT CONSIDERATION TO CONCLUDE THE EQUIPMENT TRADE-IN. THE UNDERSIGNED SHALL CONVEY AND TRANSFER FULL TITLE AND OWNERSHIP OF THE EQUIPMENT TO AVAYA OR AN AVAYA DESIGNATED AGENT. THE UNDERSIGNED WARRANTS THAT IT IS THE OWNER OF ANY EQUIPMENT TO BE TRANSFERED, AND THAT THE UNDERSIGNED HAS THE UNENCUMBERED RIGHT TO CONVEY SAME. THE UNDERSIGNED SHALL INDEMNIFY AVAYA, AVAYA PARTNER, AND/OR ITS AGENT FOR ANY DAMAGES, PENALTIES OR COSTS RESULTING FROM THE UNDERSIGNED'S BREACH OF THE COMMITMENTS IN THIS DOCUMENT.

TRADE-IN VALUE CREDITS AND RESULTING REBATE CHECK ARE SUBJECT TO THE OUTCOME OF THE EQUIPMENT INVENTORY BY AUTHENTIC AVAYA. REBATE CHECKS WILL BE ISSUED 60 DAYS FOLLOWING INVENTORY RECONCILIATION. ALL TRADE-IN TRANSACTIONS ARE FINAL. OTHER THAN AS OUTLINED HEREIN, NEITHER PARTY SHALL HAVE ANY CONTINUING OBLIGATIONS OR LIABILITIES TO EACH OTHER AS IT RELATES TO THIS TRADE-IN TRANSACTION

ALL INVENTORY RECONCILIATION, DISBUTES, REBATE AND OTHER PROGRAM ASPECTS ARE NEGOTIATED SOLELY BETWEEN THE UNDERSIGNED AND AUTHENTIC AVAYA.

AVAYA RESERVES THE RIGHT TO RESCIND OR MAKE CHANGES TO THIS PROGRAM AT ANY TIME WITHOUT PRIOR NOTICE.

Rightful owner of the equipment:

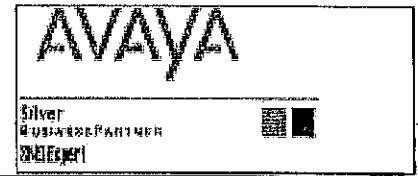
SIGNATURE: _____

DATE:

78



IP OFFICE IMPLEMENTATION GUIDELINES



Project Manager:	Alisha Stienheimer	Phone: 916-993-2122
Account Executive:	Rod Howard	Phone: 510-526-6702

In order to ensure an efficient and effective implementation of your communication system, please read the following Implementation Guidelines. This outline details processes involved in installing your telephone equipment, data equipment, wiring for voice/data lines, training and programming. A Project Manager will be assigned to your implementation. If you have any questions regarding your installation and implementation process, please discuss them with your Project Manager.

1. Depending on the size of the job, installation may take hours or days. There may be a disruption of the normal process of your business during installation. (Plan - cutover during the Noon hour - verified & discuss during pre-implementation with your project manager)
2. The implementation process requires that you work with our team on a pre-implementation configuration plan that will be completed prior to installation. This plan will specify the extension numbers, names of employees, voice mail greetings (if any), call routing, line ringing information, floor plan, and other information necessary to complete your installation. Failure to comply may extend normal disruption of service the day of installation.
3. Certain software applications, such as the Voice Mail, require the customer must provide IP addresses for the processor and the voicemail. Specifications and Requirements will be described in the pre-implementation meeting. Remote Access, via any of Synectic's supported methods, must be provided
4. Training: You have 3 hours of training. This may be used as Administrative Training for 1 - 3 Administrators, or Training for your end-users, or any combination of the two. Additional training, such as extensive administrative training or additional end-user training, can be provided at the additional cost of \$135 per hour.

End User Training: As a rule of thumb, end-user training classes take between 1 hour and 1.5 hours for groups of 15 people. End User training is typically delivered immediately prior to the day of implementation.

Administration Training: A minimum of 3 hours of administration training is required with any implementation. Depending on the complexity of the system and the number of applications, you may want a longer administration training. Administration training typically occurs sometime in the first week after your implementation.

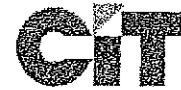
5. Installation and Implementation services do not include the following:
 - a. Integrating any user supplied software.
 - b. **Additional costs** due to Network Services failures (i.e. Lines not delivered on time or correctly provisioned). _____ (please initial)
 - c. Installation services requested outside normal business hours of 8 am to 5 pm (Monday - Friday).
6. After the complete implementation, you must sign a delivery and acceptance, acknowledging delivery of your system.
7. Your voice equipment is warranted for one year. Your data equipment (i.e. routers) is warranted for 90 days. Please note that self-installed upgrades will void your warranty with Synectic. To report equipment problems please call the repair hotline @ 877-869-6300.
8. Programming modification to the original design will be supported for 30 days after installation. After 30 days, assistance will be available at a cost of \$135.00 per hour. _____ (please initial)
9. Synectic Technologies will pay for shipping cost to return defective equipment and shipping charges for replacement product. Equipment that is not defective will incur a minimum 20% restocking fee as well as shipping charges to return equipment.
10. You must properly prepare the control unit site by providing the following: a 3 prong grounded AC outlet (not powered by light switch) and an isolated #6 AWG building ground within 20-30ft of the equipment. We recommend the temperature where the IP Office is installed be between 50 and 80 degrees Fahrenheit. It is recommended that you provide either a 19-inch rack or table for safe storage.

Company Name: Kensington Police

Authorized Representative:

Phone:

Signature: _____



Dear Sir/Madam:

Pursuant to your financing from CIT Finance LLC, enclosed is your lease document package for your review and signature. Before you execute your lease contracts, please read the following important messages:

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR
OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

Accordingly, we ask that you please review your documents carefully to ensure that your legal name, address and tax identification number as we have it displayed, is complete and accurate.

If there are errors, please make the necessary changes to the legal name, address or tax identification number, and initial and date the changes along with executing and dating the bottom of the documents prior to returning it to us.

Thank you for choosing CIT Finance LLC as your financing source.

Sincerely Yours,

CIT Finance LLC
10201 Centurion Parkway N. #100
Jacksonville, FL 32256



FINANCIAL SERVICES

SLG LEASE AGREEMENT



CND

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English." When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean the Lessor, CIT FINANCE LLC, Our address is 10201 Centurion Parkway N. #100, Jacksonville, FL 32256, Phone 1-800-527-9876 Form AFS-SLGL-LA-DS 01/04 Page 1 of 2

Table with 3 columns: CUSTOMER INFORMATION, Lessee Name, Billing Street Address/City/County/State/Zip, Phone No., Equipment Location Street Address/City/County/State/Zip, Phone No., Tax ID #, Tax Exempt #, Lease #, Schedule #.

SUPPLIER INFORMATION: Supplier Name ("Supplier") TOWNE COMMUNICATIONS, INC., Phone No. (916) 993 - 2100

EQUIPMENT DESCRIPTION: Quantity, Make/Model, Serial Number

TERM AND LEASE PAYMENT SCHEDULE: Lease Term (Months) 60, Lease Payment \$292.34, Documentation Fee \$0.00, Additional Provisions:

INSURANCE AND TAXES: You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Lease or the Equipment. (See Sections 6 and 8 on Page 2 of this Lease).

TERMS AND CONDITIONS: 1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment, maintenance and services described above and in any purchase, maintenance, services or supply contract (collectively, "Supply Contract") associated with this lease agreement ("Lease") (collectively, "Equipment") on the terms and conditions shown on both pages of this Lease.

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-SLGL-LA-DS 01/04, (ii) YOU AGREE THAT IF A COPY OF THIS LEASE IS SIGNED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF OUR FORM AFS-SLGL-LA-DS 01/04 IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE LEASE, (iii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR GOVERNMENTAL PURPOSES, (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE LOWER TOTAL CASH PRICE, AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICE DISTRICT (Lessee) vs CIT FINANCE LLC (Lessor) with signature lines and dates.

CERTIFICATION: I, _____, a resident of _____, in the State of _____, DO HEREBY CERTIFY that I am the duly elected or appointed and acting _____ of the Lessee identified above, which is a State or political subdivision or agency, duly organized and existing under the laws of the State of _____; and that I have custody of the records of Lessee; and, as of the date set forth below the individual named and executing above on behalf of the Lessee, _____ is the _____ of Lessee and is duly authorized to execute and deliver the Lease (including any addendum) and all related documents, in the name and on behalf of Lessee; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of Lessee this _____ day of _____, _____

---SEAL--- Certifier's Signature [Handwritten mark]

1. (Continued) You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment if the Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade and buyout amounts) differs from the estimated Total Cash Price specified by you (or on your behalf by the Supplier) in the credit application submitted to us. However, if the Total Cash Price exceeds the amount approved by us, we will not be obligated to purchase or lease the Equipment. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).
2. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or monies.
3. **NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (a) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur and (b) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.
4. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.
5. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on Page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.
6. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.
7. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 11(b) below.
8. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.
9. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that this transaction is a true lease and you hereby authorize us or our agent to file a financing statement to give public notice of our ownership of the Equipment and other property (including without limitation, our interests in all software). However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, receivables and proceeds) and authorize us or our agent to file a financing statement or any other documents we deem necessary to perfect or protect our interest in the Equipment and other property.
10. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you hereunder or in any instrument provided to us by you proves to be incorrect in any material respect when made.
11. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 6% per year, compounded monthly, plus (ii) all other amounts due or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 5; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may obtain a refund from the Supplier for any prepaid maintenance or services and apply it to any amounts that you owe us; and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.
12. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.
13. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.
14. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment, at the fair market value, plus applicable taxes. You must give us at least 90 days written notice before the end of the original or any renewal term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three-month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days' prior to such renewal term. We will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the fair market value, we will transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.
15. **INDEMNIFICATION.** With respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.
16. **AUTHORIZATION AND EQUIPMENT USE.** You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other monies available from unexhausted and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such appropriations and/or funds have been designated for the payment of the Lease Payments that may come due under this Lease for your current fiscal period; (e) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, an essential use letter as to clause (e) above, and any other documents that we request, with all such documents being in a form satisfactory to us.
17. **CHOICE OF LAW.** Regardless of any conflicting provisions in this Lease, THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.
18. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. Except as provided for in Section 3, you will not terminate, cancel, or request a refund from the Supplier for any prepaid maintenance or services included in this Lease and if you do receive a refund from the Supplier, you will hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you will remit the refund to us upon our request. If you are a tax-exempt entity as defined in Section 168(h)(2) of the Internal Revenue Code, the term of this Lease, including any renewals or extensions, will not exceed a total of 60 months. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.

SLG Lease Agreement
 Delivery and Acceptance Certificate



LESSEE: KENSINGTON POLICE PROTECTION & COMMUNITY SERVICE DISTRICT	LESSOR: CIT Finance LLC
Address 217 Arlington Ave	Address 10201 Centurion Parkway N, #100
City/State/Zip Kensington CA 94707	City/State/Zip Jacksonville, FL 32256
Lease No. W330143	Schedule No. 00020

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the SLG Lease Agreement between the parties hereto (the Lease), identified by the Lease Number specified above.

In compliance with the terms and provisions of the Lease, the Lessee hereby certifies and states that all Equipment listed in the Schedule specified above, as amended through the date hereof (Subject Equipment), has been delivered and fully installed; Lessee has inspected the Subject Equipment, and all such testing as it deems necessary has been performed by Lessee, the manufacturer or Supplier; Lessee accepts the Subject Equipment for all purposes of the Lease, the Purchase Documents and all attendant documents; and on the date hereof the Subject Equipment has become for the first time operational and available to be placed in service for its specifically assigned function.

The insurance policies required by § 8 of the Lease have been obtained and are in full force and effect, and the Subject Equipment is located at the Equipment Location identified in the Schedule specified above.

**KENSINGTON POLICE PROTECT
 COMMUNITY SERVICE DISTRICT**

Lessee

X

Lessee Authorized Signature

Print Name and Title

Date

CERTIFICATE OF APPROPRIATIONS
(SLG Lease Agreement)

I, _____ do hereby certify that I am the
(Name)
duly elected or appointed and acting _____ of
(Title)
_____ ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain SLG Lease Agreement, Lease Number W330143, Schedule Number(s) 00020, between Lessee and CIT Finance LLC or one of its affiliates or subsidiaries as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this ____
_____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title





FINANCIAL SERVICES

In order for Avaya Financial Services, a unit of CIT Finance LLC, to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Thank you,
AVAYA FINANCIAL SERVICES

BILLING INFORMATION REQUEST

Lease Number: W330143 Schedule Number: 00020

Customer Legal Name: KENSINGTON POLICE PROTECTION & COMMUNITY SERVICE DISTRICT

Billing Address: _____
Street Address

City, State, ZIP

Attention: _____
Individual who will process payments First Name MI Last Name

Telephone Number: _____
Individual who will process payments (Area Code)

Equipment Location(s):
If different from Billing Address 1. _____
Street Address

City, State, ZIP

2. _____
Street Address

City, State, ZIP

3. _____
Street Address

City, State, ZIP

Are you sales/rental tax exempt? Yes — Tax exemption certificate attached.
 No

Special Instructions:

Customer Signature _____ Date _____ Type/Print Name & Title _____



PO

New Business #2

Vice President Tony Lloyd and Director Linda Lipscomb will provide a Policy Committee Status report regarding the draft revision of the Expense Reimbursement provisions of the KPPCSD Board Policy Manual.

DRAFT

Draft

KPPCSD Policy Review Committee – Status Report- Section 4030 District Policy Manual

Summary: The committee met on October 25th at the community center to continue its ongoing review of the District Policy and Procedures Manual. At the request of the board made in its October meeting, the committee expedited its review of Section 4030 of the policy manual, Reimbursement of Expense. The noticed meeting was attended by committee members as follows: Directors Tony Lloyd and Linda Lipscomb, and citizens John Stein, Joan Gallegos and Barbara Dilts. General Manager-Chief of Police Gregory Harman, also attended. The meeting began at 6 PM and was adjourned at 8 PM.

The agenda for the meeting was to review the District's expense policy to consider adopting a GSA expense reimbursement policy to replace or to override the existing District expense policy. After review and discussion, the committee makes the following observations and recommendations:

1. The District has an expense policy, #4030, that already provides limitations and guidelines at Policy #4030.5, Cost Control Guidelines. Section 4030.5 specifically refers to guidelines from the IRS for automobile mileage reimbursement, airfare travel by coach and advanced purchase to obtain discounts, car rental rates and lodging equivalent to the California Department of General Services Statewide Travel Program, and meal reimbursement according to GSA guidelines, among other limitations. The policy manual applies to Board Directors.
2. The contract between the District and the General Manager-Chief of Police provides for the payment or reimbursement of expenses for membership in and travel to various professional associations and events in the course and scope of the GM-COP's employment. In the contract, the District agrees to reimburse the Chief for expenses, or to pay those expenses, pursuant to allowances developed in the District Budget. (Expense line items are provided as backup in the Budget process.) In Policy #2000.30 it is stated that the employment contract provisions prevail over the policy manual, should there be a conflict between the two.
3. The Memorandum of Understanding (MOU) with the Kensington Police Officers Association states that the District shall provide training to covered officers as mandated by the State of California. This can entail travel, meals and lodging. The GM-COP informed the committee that POST reimburses the District for training according to a schedule of reimbursement. This schedule of reimbursement may have rates different from those in the policy manual, but it does not appear that there is a conflict with the policy manual, since training allowances are included in the budget process. On its face, Policy #4030 does not appear to apply to, nor does it appear to affect the KPOA reimbursement process.
4. Policy #4030.4 states that certain types of expenses are excluded, including personal expenses, family expenses, and the like.
5. Policy #4030.6 states that expense reimbursement requests must be submitted to the GM-COP on a form, Appendix A.

5. The committee observes that after several examinations, audits and investigations, the District has suffered no losses. The Budget process, coupled with reviews by Directors of payment transmittals, as well as monthly budget reports have been the control factors for expense management. Transmittal of District funds and payments with backup invoices and receipts are currently reviewed by two Directors. The committee agrees that the Board should continue to look for ways to improve quality and to implement best practices. Although the policy committee is undertaking an overall review of the entire Policy Manual, it is possible to adopt amendments to the expense policy sections ahead of the comprehensive overhaul. (Separately, the committee recommends that the Board direct the General Manager-Chief of Police to begin the process of developing an Operations or Standard Procedures Manual for the District. Some Operations Sections are already in place in Section 3000 of the Board Manual.)

The committee has put forward below several draft amendments for review by counsel and for consideration by the Board. The committee recommends:

1. That policy #4030 be renamed: Expense Policy;
2. That Policy #4030.1 be amended to include the statement: This Expense Policy applies to all members of the Board of Directors, to all non-sworn District employees, and to the General Manager-Chief of Police.
3. That Policy #4030.4 be amended to include as a first statement: The District will not pay for, nor will it reimburse any personal expenses for any employee, Director, or for the GM-COP.
3. That Policy #4030.6 be amended to include the statement: Expense requests of the General Manager-Chief of Police must be submitted to a Director for approval. Such requests shall be on a form substantially the same as Appendix A. [Note: Appendix A already exists, and the title should be changed to delete the word "Directors", so that the form may be used by anyone to whom it applies.]

Conclusion: The committee has concluded that there are several levels of complexity that need to be addressed and some administrative documents that require developing to fully address the improvement the components discussed. Adopting the correct expense process should include review by counsel and implementation of counsel's suggestions, if any.

DRAFT

Tony Lloyd

Linda Lipscomb