



Agenda

Kensington Police Protection and Community Services District

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

Thursday, January 11, 2024
7:00 p.m. Regular Meeting
Kensington Community Center
59 Arlington Avenue, Kensington, CA

www.kppcsd.org/2024-01-11-kppcsd-board-meeting

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

Virtual Access:

<https://us02web.zoom.us/j/84819477828?pwd=VjFKTk43YmdWeXNIWmIJUGNtWWIzZz09>

Webinar ID: 848 19477828 Passcode: 765387

The Board may hold hybrid meetings, where most or all of the Directors attend in person but the District offers the public the option of attending by Zoom or other teleconferencing methods. Please be advised that those participating in such meetings remotely do so at their own risk. The Board meeting will not be cancelled if any technical problems occur during the meeting.

Regular Meeting - 7:00 p.m.

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

*Individuals wishing to address the Board of Directors concerning any items not on the agenda may make oral comments of up to three minutes. **For Zoom attendees:** Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 10940 San Pablo Ave., El Cerrito, CA 94530 or llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.*

Consent Calendar

5. Approve meeting minutes for the Special and Regular Meeting of December 14, 2023.
6. Receive the December 2023 bills paid. [Note: the December Financial statements will be presented at the February meeting due to the early date of the January board meeting.]

Discussion and Action

7. Discussion and approval of purchasing the FLOCK public safety camera software.
8. Discussion and approval of a plate reader policy.
9. Discussion and approval of the LT job description and salary schedule. [*NOTE: THIS ITEM HAS BEEN PULLED AND TABLED TO THE FEBRUARY MEETING*]
10. Presentation of a proclamation of former Police Chief Rickey Hull's passing.
11. Discussion and additional direction on the progress of a new police building.
12. Discussion and possible direction regarding the agreement to engage Ridgeline in a financial study regarding reorganization.
13. Discussion and input regarding the Hazard Mitigation Plan.

Comments & Reports

14. Police Chief Report.
 - Monthly Report
15. General Manager's Report.
 - Monthly Report
16. Director Comments.

Adjourn

The next regular meeting is scheduled for February 8, 2024.

General Information

- All proceedings of the Open Session will be audio and video recorded if possible.
- Upon request, the Kensington Police Protection and Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meeting. Please send written request, including your name, mailing address, phone number, and a brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two days before the

meeting. Requests should be sent to Kensington Police Protection & Community Service District at *10940 San Pablo Ave., El Cerrito, CA 94530*).

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Posted Agenda

Kensington Police Department – Colusa Food Market – Arlington Kiosk and at www.kppcsd.org
Complete agenda packets are available at the Public Safety Building at *10940 San Pablo Ave., El Cerrito, CA 94530*.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Service District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the District offices at *10940 San Pablo Ave., El Cerrito, CA 94530* at the same time that those records are distributed or made available to a majority of the Board.

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Thursday, December 14, 2023

Special & Regular Meetings (Hybrid)

Special Meeting (Closed Session) – 5:30 p.m.

Call to Order [inaudible]

President Alexandra Aquino-Fike called the special meeting to order at 5:34 p.m.

Roll Call [inaudible]

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

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

Special Meeting Agenda Item Public Comments

President Aquino-Fike commented on the closed session agenda language. General Counsel Ann Siprelle provided clarification on the descriptive language used for the closed session agenda.

[[TS 14:29](#)]

The following persons addressed the Board: 1) Mabry Benson commented that the contract for legal counsel with Best Best & Krieger (BBK) was not properly executed and voiced objection to listing the names of the parties to the anticipated litigation item; 2) Gail Feldman objected to having her name listed as a litigant and said any further discussion of the public records request should be described without the requestors' names; and 3) Andrew Gutierrez commented that the requestors had no intent to sue the District, but only wanted to obtain information.

There was Board discussion about the process for responding to public records requests.

Public Hearing – 6:00 p.m.

Open Public Hearing [[TS 35:11](#)]

President Alexandra Aquino-Fike opened the public hearing at 6:04 p.m.

- 1. Conduct A Public Hearing on Proposed Adoption of Automatic Inflation Adjustments Based Upon Increases in the Consumer Price Index (“CPI Passthrough Rates”) to the District’s Solid Waste Rates Charged by the District’s Solid Waste Franchisee, Bay View Refuse and Recycling Services, Inc. for the Collection of Solid Waste, Organics, and Recyclable Materials Within the District.**

Interim General Manager Aranda presented background information regarding the automatic inflation adjustments and proposed increases to the KPPCSD solid waste rates.

Public Comment

There was no public comment.

2. Accept and Approve A Proposed Consumer Price Index (CPI) Rate Increase to Residential and Commercial Customers from Bay View Refuse & Recycling of 3.4% Effective January 1, 2024.

- Motion by Director Hacaj, seconded by Director Spath, to approve the 3.4% CPI increase for Bay View Refuse to charge Kensington solid waste users effective January 1, 2024, carried (5-0) by roll call vote.

Close Public Hearing [[TS 44:53](#)]

President Alexandra Aquino-Fike closed the public hearing at 6:08 p.m.

Adjourn to Closed Session [[TS 45:03](#)]

The Board adjourned to closed session to discuss two items.

Announcements from Closed Session [[TS 1:33:04](#)]

President Aquino-Fike announced that the Board voted to [inaudible].

Adjourn Special Meeting

President Aquino-Fike adjourned the special meeting at 6:34 p.m.

Regular Meeting - 7:00 p.m.

1. Call to Order [[TS 1:33:20](#)]

President Aquino-Fike called the regular meeting to order at 7:02 p.m.

2. Roll Call [[TS 1:33:24](#)]

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

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

3. **President's Comments** [TS 1:33:41]

President Aquino-Fike thanked fellow directors, staff and the community for their hard work, support and dedicated engagement. She provided a recap of the Board's accomplishments over the past year. Next, she announced the passing of former Kensington Police Officer Rickey Hull who served the Police Department for 23 years and extended condolences to Officer Hull's family. In concluding, President Aquino-Fike said that she is looking forward to working with the residents to improve the Kensington community.

4. **Public Comment** [TS 1:38:07]

- Addressing the Board were the following persons: 1) Chris [last name not given] thanked the Board for an incredible year and for their involvement with the community; 2) Ann Forest, past President of KSEP, commended the Board on the many park improvements; 3) John Gaccione commented that the legal involvement and costs of responding to public records requests impacts citizens trying to get information; 4) Sylvia Rosales-Fike thanked Interim General Manager David Aranda and General Counsel Ann Siprelle for their guidance to the Board and the community; 5) Elaine Shelton urged the Board to consider placing license plate readers on the agenda and also suggested placing police cars around the Colusa Circle area; and 6) Lynn Wolter praised the Board members for their service and asked about the police response time for a medical emergency.

Consent Calendar [TS 1:49:00]

Isabel Safie, of BBK, reported that based on advice from CalPERS, the KPPCSD Salary Schedule effective September 8, 2023 should reflect the pay rate for the General Manager. She explained the methodology utilized for developing the new pay rate for the General Manager. She noted that the schedule in the agenda packet had a typo and that the correct hourly rate for the General Manager should be \$142.20/hr. rather than \$141.70/hr. as listed.

- Motion by Director Duggan, seconded by Director Spath, to approve the Consent Calendar as presented with a change of fifty cents added to the General Manager's hourly rate to \$142.20 on the salary schedule (Item 7), carried (5-0) by roll call vote.
5. Approved meeting minutes for the Special and Regular Meeting of November 12, 2023.
 6. Received and filed financial reports and ratified the November 2023 bills paid.
 7. Approved KPPCSD publicly available Salary Schedule for July 1, 2023 and September 8, 2023 as amended.

Discussion and Action

8. **Approve Resolution No. 2023-21, A Resolution of the Kensington Police Protection and Community Services District Board of Directors to Clarify the February 9, 2023 Action to Appoint David Aranda as Interim General Manager.** [[TS 1:55:37](#)]

Isabel Safie, of BBK, pointed out that Items 8 and 9 are the same item. She provided context for the recommendations, and noted that the resolution includes approval of the restated employment agreement. This action also conforms with CalPERS rules for annuitants.

- Motion by Director Hacaj, seconded by Director Duggan, to approve Resolution No. 2023-21 clarifying the action to appoint David Aranda as Interim General Manager and to approve his restated employment agreement, carried (5-0) by roll call vote.

Resolution No. 2023-21, A Resolution Of The Kensington Police Protection And Community Services District Board Of Directors To Clarify The February 9, 2023 Action To Appoint David Aranda As Interim General Manager.

9. **Approval of Interim General Manager David Aranda's Amended and Restated Employment Agreement.**

Approved with the motion in Item 8.

10. **Receive and File the SB-165 Annual Report for the Kensington Police Protection and Community Services District Supplemental Police Tax for Fiscal Year 2023.** [[TS 2:07:08](#)]

Interim General Manager Aranda reported that Senate Bill 165 requires that the Board acknowledge receipt of monies for a specific fiscal year and that the purpose of the special tax was properly applied for the supplemental police tax for the "purpose of obtaining, operating, maintaining and expanding police protection service, facilities and equipment, salaries and benefits to police personnel and for other necessary police protection service expenses of the district. The amount was \$635,710.02.

- Motion by Director Hacaj, seconded by Vice-President Gough, that we receive and file the SB-165 Annual Report for the Kensington Police Protection and Community Services District supplemental police tax which shows our compliance for Fiscal Year 2023, carried (5-0) by roll call vote.

11. **Approve Entering into a Consulting Agreement with R3 Consulting Group for a Solid Waste Study at a Cost of \$15,000.** [[TS 2:08:38](#)]

Interim General Manager Aranda presented background information on the proposal. He pointed out that after receiving feedback, it was his recommendation that that we ask R3 to come back with a revised proposal. There was discussion about the franchise fee justification study and the cost of service study.

- Motion by Director Hacaj, seconded by Vice-President Gough, to table this item and bring it back to the Board in January if possible, carried (5-0) by roll call vote.

12. **Discussion Regarding Contra Costa County Hazard Mitigation Plan process.**

[\[TS 2:20:40\]](#)

Interim General Manager Aranda presented information on the Hazard Mitigation Plan process and the requirements needed to meet FEMA guidelines and qualify for grants to mitigate the projects. He pointed out that one step will be to hold a town hall meeting to provide the action items to the community.

13. **Discussion and Request to Approve the Reorganization Proposal Submitted by Ridgeline Municipal Strategies for \$49,620 in Conjunction with KFPD also Accepting the Proposal.**

[\[TS 2:23:49\]](#)

Interim General Manager Aranda highlighted the recommendation to approve accepting the proposal from Ridgeline Municipal Strategies for \$49,620 subject to the Kensington Fire Protection District (KFPD) approving the proposal. The cost would be shared between the two agencies.

- Motion by Vice-President Gough, seconded by President Aquino-Fike, to approve accepting the reorganization proposal from Ridgeline Municipal Strategies for \$49,620 contingent on the KFPD also approving the proposal and sharing in the cost 50/50, carried (5-0) by roll call vote.

14. **Approve Resolution No. 2023-22, A Resolution of the Kensington Police Protection and Community Services District Board of Directors Authorizing Submittal of Individual Grant Applications for All Grant Programs for which the Kensington Police Protection and Community Services District is Eligible.** [\[TS 2:32:08\]](#)

Interim General Manager Aranda presented background information for the action to authorize submitting grant applications for projects that could help the community. Director Spath suggested that the resolution title should reflect all “*Cal Recycle*” grant programs.

- Motion by Director Duggan, seconded by Director Spath, to approve Resolution No. 2023-22, A Resolution of the Kensington Police Protection and Community Services District Board of Directors authorizing submittal of individual grant applications for all Cal Recycle grant programs for which the Kensington Police Protection and Community Services District is eligible, carried (5-0) by roll call vote.

Resolution No. 2023-22, A Resolution of the Kensington Police Protection and Community Services District Board of Directors Authorizing Submittal of Individual Grant Applications for All Cal Recycle Grant Programs for which the Kensington Police Protection and Community Services District is Eligible.

15. **Approval to Spend Up to \$8,000 to Perform an ADA Survey on Park Facilities and Four Paths.** [[TS 2:35:30](#)]

Interim General Manager Aranda reported that he was requesting \$5,000 to perform work for areas outside of the park and possibly some of the paths.

- Addressing the Board was John Gaccione who commented that ownership of the paths is a problematic and that Contra Costa County should take responsibility for the paths.
- Motion by Director Duggan, seconded by Vice-President Gough, to approve allowing the General Manager to spend up to \$5,000 for ADA inspections around park facilities and up to four paths in Kensington, carried (5-0) by roll call vote.

16. **Elect a President and Vice-President for the Kensington Police Protection and Community Services District Board of Directors to comments January 1, 2024.** [[TS 2:52:22](#)]

- Motion by Vice-President Gough, seconded by Director Hacaj, to elect Director David Spath as President of the Board for 2024, carried (5-0) by roll call vote.
- Motion by Director Duggan, seconded by Director Hacaj, to elect Director Aquino-Fike as Vice-President of the Board for 2024, carried (5-0) by roll call vote.

Comments & Reports

17. **Police Chief Report.** [[TS 2:57:14](#)]

Interim General Manager Aranda announced that the Police Chief's report had been submitted. He noted that Chief Gancasz would be presenting information on the FLOCK cameras at the January 2024 board meeting. He shared that some new head gear that would be worn by officers to keep them warm. In concluding, IGM Aranda said the DUI vehicle had arrived and reimbursement is forthcoming.

18. **General Manager's Report.** [[TS 3:01:02](#)]

The General Manager's Monthly Report, the KCC Recreation Office Report December 2023, and the Parks Report were submitted with the agenda packet.

19. **Verbal update from the Ad Hoc Consolidation Committee.** [[TS 3:01:21](#)]

No update.

20. **Update by the Police Department and District Office Permanent Location Ad Hoc Committee.** [[TS 3:06:36](#)]

Vice-President Gough presented a brief update. She reported that the District received positive results from the Kroff geotechnical and soil analysis for the south lot area option for a new police

building. Given this, the Committee will continue to perform due diligence and anticipate having additional information to share in January 2024. She reported that the committee members have not been able to meet with owner of 303 Arlington.

21. **Director Comments.** [[TS 3:05:39](#)]

Board members wished everyone happy holidays and Happy New Year.

Adjournment [[TS 3:06:26](#)]

President Aquino-Fike announced that the next regular meeting is scheduled for January 11, 2024. The meeting was adjourned at 8:42 p.m.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: January 11, 2024

David Aranda, Interim General Manager

Alexandra Aquino-Fike, President of the Board

Kensington Police Protection & Community Services District
Transaction List by Date
December 20, 2023

Type	Date	Num	Adj	Name	Memo	Account	Class	Clr	Split	Debit	Credit
Dec 20, 23	Bill Pmt -Check	12/20/2023	30366	AFLAC	M1F02 INV# 053280 November billin	101 · Five Star Checking			210 · Accounts Payable		625.26
	Bill Pmt -Check	12/20/2023	30367	Amazon	A1297SCF5R73DC	101 · Five Star Checking			210 · Accounts Payable		288.87
	Bill Pmt -Check	12/20/2023	30368	AT&T CalNET 3	BAN 9391062077 Stmt 11/03/2023-1	101 · Five Star Checking			210 · Accounts Payable		928.20
	Bill Pmt -Check	12/20/2023	30369	Best Best & Krieger LLP	Professional services rendered throu	101 · Five Star Checking			210 · Accounts Payable		13,193.87
	Bill Pmt -Check	12/20/2023	30370	C & J Cleaning Services	November 2023	101 · Five Star Checking			210 · Accounts Payable		1,150.00
	Bill Pmt -Check	12/20/2023	30371	C. L. E. A.	December 2023 Billing	101 · Five Star Checking			210 · Accounts Payable		216.00
	Bill Pmt -Check	12/20/2023	30372	Calibre Press	Invoice # 85131 & 85132	101 · Five Star Checking			210 · Accounts Payable		500.00
	Bill Pmt -Check	12/20/2023	30373	CC County Conservation & Developm	Franchise fee for September & Octob	101 · Five Star Checking			210 · Accounts Payable		13,317.89
	Bill Pmt -Check	12/20/2023	30374	CCC - Sheriff - Forensic Services	INV# KPD-2310-Supp	101 · Five Star Checking			210 · Accounts Payable		239.40
	Bill Pmt -Check	12/20/2023	30375	CCC Dept. of Information Technology	Acct# 9287	101 · Five Star Checking			210 · Accounts Payable		1,042.64
	Bill Pmt -Check	12/20/2023	30376	CCC Office of the Sheriff		101 · Five Star Checking			210 · Accounts Payable		9,121.18
	Bill Pmt -Check	12/20/2023	30377	Comcast	8155 40 044 0278610	101 · Five Star Checking			210 · Accounts Payable		412.86
	Bill Pmt -Check	12/20/2023	30378	Data Ticket Inc.	Invoices from October 2023	101 · Five Star Checking			210 · Accounts Payable		80.10
	Bill Pmt -Check	12/20/2023	30379	Delta Dental	05-0491200004	101 · Five Star Checking			210 · Accounts Payable		1,326.97
	Bill Pmt -Check	12/20/2023	30380	Diana Williams	INV# KPD 0002	101 · Five Star Checking			210 · Accounts Payable		340.00
	Bill Pmt -Check	12/20/2023	30381	Dooley Enterprise, Inc.	000535	101 · Five Star Checking			210 · Accounts Payable		742.10
	Bill Pmt -Check	12/20/2023	30382	Dunnigan Psychological	INV# 1327 Pre-Employment Psychok	101 · Five Star Checking			210 · Accounts Payable		625.00
	Bill Pmt -Check	12/20/2023	30383	DuraTech USA, Inc.	Invoice# 5987	101 · Five Star Checking			210 · Accounts Payable		5,409.22
	Bill Pmt -Check	12/20/2023	30384	EBMUD		101 · Five Star Checking			210 · Accounts Payable		1,198.25
	Bill Pmt -Check	12/20/2023	30385	Eide Bailly LLP	Client # 263645	101 · Five Star Checking			210 · Accounts Payable		9,562.87
	Bill Pmt -Check	12/20/2023	30386	Fernando Herrera	Services rendered in December	101 · Five Star Checking			210 · Accounts Payable		9,065.00
	Bill Pmt -Check	12/20/2023	30387	Galls Incorporated	3524376	101 · Five Star Checking			210 · Accounts Payable		1,055.02
	Bill Pmt -Check	12/20/2023	30388	GRAFIX SHOPPE	INV# 153881	101 · Five Star Checking			210 · Accounts Payable		83.16
	Bill Pmt -Check	12/20/2023	30389	Great America Financial Services	015-1439943-000	101 · Five Star Checking			210 · Accounts Payable		241.79
	Bill Pmt -Check	12/20/2023	30390	Greg Harman	Coverage Period January 2024	101 · Five Star Checking			210 · Accounts Payable		349.40
	Bill Pmt -Check	12/20/2023	30391	Kanchana Borisuthiratana	Travel reimbursement from 11/14/23-	101 · Five Star Checking			210 · Accounts Payable		815.66
	Bill Pmt -Check	12/20/2023	30392	LC Action Police Supply, LTD	INV# 458652 & 459766	101 · Five Star Checking			210 · Accounts Payable		4,916.58
	Bill Pmt -Check	12/20/2023	30393	LEHR	INV# S195796	101 · Five Star Checking			210 · Accounts Payable		507.15
	Bill Pmt -Check	12/20/2023	30394	Lexipol LLC	Annual Law Enforcement Policy Up	101 · Five Star Checking			210 · Accounts Payable		3,801.58
	Bill Pmt -Check	12/20/2023	30395	Major Alarm	150046003	101 · Five Star Checking			210 · Accounts Payable		69.00
	Bill Pmt -Check	12/20/2023	30396	Mobile Modular	R1031374	101 · Five Star Checking			210 · Accounts Payable		5,630.25
	Bill Pmt -Check	12/20/2023	30397	Nextiva, Inc.	AC# 3994083 Contract# 2751865	101 · Five Star Checking			210 · Accounts Payable		1,494.38
	Bill Pmt -Check	12/20/2023	30398	Nicolay Consulting Group, Inc	Acturial work for Financial Statement	101 · Five Star Checking			210 · Accounts Payable		5,000.00
	Bill Pmt -Check	12/20/2023	30399	Nigro & Nigro PC	Final Audit Work - June 30, 2023 & (101 · Five Star Checking			210 · Accounts Payable		10,000.00
	Bill Pmt -Check	12/20/2023	30400	Nippon Life Insurance Company of Ai	GJ9600	101 · Five Star Checking			210 · Accounts Payable		208.00
	Bill Pmt -Check	12/20/2023	30401	Occupational Health Centers of Calif	INV# 81490426 Medical screen for n	101 · Five Star Checking			210 · Accounts Payable		1,108.00
	Bill Pmt -Check	12/20/2023	30402	PG&E		101 · Five Star Checking			210 · Accounts Payable		1,210.72
	Bill Pmt -Check	12/20/2023	30403	Precision Arms Gunsmithing and Sup	INV # 222 Firearms	101 · Five Star Checking			210 · Accounts Payable		679.37
	Bill Pmt -Check	12/20/2023	30404	Principal Life Insurance	1129864-10001, for December	101 · Five Star Checking			210 · Accounts Payable		150.40
	Bill Pmt -Check	12/20/2023	30405	Renne Public Law Group	Legal services rendered through Oct	101 · Five Star Checking			210 · Accounts Payable		78.75
	Bill Pmt -Check	12/20/2023	30406	Ron DuPratt Ford	Service maintenance of Vehicle 1401	101 · Five Star Checking			210 · Accounts Payable		2,776.86
	Bill Pmt -Check	12/20/2023	30407	Rosa Ruiz	November reimbursement	101 · Five Star Checking			210 · Accounts Payable		39.66
	Bill Pmt -Check	12/20/2023	30408	Rubiconn LLC	December Billing	101 · Five Star Checking			210 · Accounts Payable		4,902.00
	Bill Pmt -Check	12/20/2023	30409	Smile Business Products, Inc.	KP01 INV# 1161458	101 · Five Star Checking			210 · Accounts Payable		229.12
	Bill Pmt -Check	12/20/2023	30410	Streamline	INV# 4E33FC18-0037	101 · Five Star Checking			210 · Accounts Payable		249.00
	Bill Pmt -Check	12/20/2023	30411	Sun Ridge Systems, Inc	INV# 7962	101 · Five Star Checking			210 · Accounts Payable		3,200.00
	Bill Pmt -Check	12/20/2023	30412	TransUnion	813540	101 · Five Star Checking			210 · Accounts Payable		75.00
	Bill Pmt -Check	12/20/2023	30413	UBS	27250	101 · Five Star Checking			210 · Accounts Payable		96.38
	Bill Pmt -Check	12/20/2023	30414	US Bank CCard	4866 9145 5552 5747	101 · Five Star Checking			210 · Accounts Payable		10,430.75
	Bill Pmt -Check	12/20/2023	30415	USbancorp	Cust# 1783852	101 · Five Star Checking			210 · Accounts Payable		4,609.59
	Bill Pmt -Check	12/20/2023	30416	Verizon Wireless	772287401-00001	101 · Five Star Checking			210 · Accounts Payable		761.81
	Bill Pmt -Check	12/20/2023	30417	Vision Service Plan	00102808	101 · Five Star Checking			210 · Accounts Payable		258.48
	Bill Pmt -Check	12/20/2023	30418	Wex Bank - Chevron	0496-00-526644-0	101 · Five Star Checking			210 · Accounts Payable		1,253.20
	Bill Pmt -Check	12/20/2023	30419	Wex Bank - Exxon	369-677-649-5	101 · Five Star Checking			210 · Accounts Payable		1,432.46
Dec 20, 23									Total Paid Amount:		137,099.20



Date: December 11, 2024
To: Board of Directors
Submitted by: David Aranda, IGM
Presented by: Mike Gancasz, Police Chief
Subject: Approval of purchasing FLOCK software

Recommendation

The General Manager recommends purchasing and entering into a two-year agreement with FLOCK at a price of \$ 18, 250 the first year. This dollar amount was not budgeted but will not impact the overall police budget.

Background

This item was presented at a Board of Directors meeting a few months ago and it was decided to bring it back to the board in conjunction with a policy that would cover license plate reading with cameras for the District. Agenda Item 08 will address the policy aspect of this new tool for Kensington Police Department.

The world is becoming more dangerous and the need to assist law enforcement in stopping crimes from happening and in locating those who commit violations is important. The idea of FLOCK being present in the community will hopefully deter crime and the software/cameras will assist Kensington Police in tracking those who break the law.

The Chief and Sergeant will be present to answer any questions.

Exhibits

- Flock Safety + CA + Kensington PD Agreement

Flock Safety + CA - Kensington PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jake Sherman
jake.sherman@flocksafety.com
8187467444

flock safety



EXHIBIT A
ORDER FORM

Customer: CA - Kensington PD
Legal Entity Name: CA - Kensington PD
Accounts Payable Email: mgonzalez@keystonepacific.com
Address: 217 Arlington Ave Berkeley, California 94707

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	5	\$3,250.00
Subtotal Year 1:			\$18,250.00
Annual Recurring Subtotal:			\$15,000.00
Estimated Tax:			\$0.00
Contract Total:			\$33,250.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$18,250.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$33,250.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Kensington PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 29 day of September 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



Date: January 11, 2024
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Approval of a Plate Reader Policy

Recommendation

Approve Kensington Police Department Policy 426, Automated License Plate Readers (ALPRs).

Background

It is imperative that a policy be in place to protect the Police Department, and the citizens that drive through Kensington when it comes to cameras. This policy will do such.

Please note and respect that the draft policy attached was taken from another agency but the policy itself was “legal proofed” by Lexipol when it was originally initiated by various agencies.

The Chief will be available to answer questions.

Exhibits

- Kensington Police Department Policy 426, Automated License Plate Readers (ALPRs)
[*subject to correction of policy number*]

Automated License Plate Readers (ALPRs)

426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

426.2 DEFINITIONS

- Automated License Plate Reader (ALPR) : A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- ALPR Operator : Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.
- ALPR Administrator : The Chief of Police or designee, serve as the ALPR Administrator for the Department.
- Hot List : A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, CA DMV, Local BOLO's, etc.
- Vehicles of Interest : Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.
- Detection : Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.
- Hit : Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

426.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates along with the vehicle make, model, color and unique identifiers through the Kensington Police Department's ALPR's system and the vendor's vehicle identification technology. The technology is used by the Kensington Police Department to convert data associated with vehicle license plates and vehicle descriptions for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Chief of Police or designee. The Chief of Police

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will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

426.3.1 ALPR ADMINISTRATOR

The Chief of Police or designee shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) Only properly trained sworn officers, crime analysts, communication operators, records clerks and police assistants are allowed access to the ALPR system or to collect ALPR information.
- (b) Ensuring that training requirements are completed for authorized users.
- (c) ALPR system monitoring to ensure the security of the information and compliance with applicable privacy laws.
- (d) Ensuring that procedures are followed for system operators and to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation is maintained. Continually working with the Custodian of Records on the retention and destruction of ALPR data. Working with the Custodian of Records on the retention and destruction of ALPR data.
- (f) Ensuring this policy and related procedures are conspicuously posted on the department's website.

426.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) Partial license plates and unique vehicle descriptions reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) The officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) or dispatch before taking enforcement action based solely on an ALPR alert. Because the ALPR alert may relate to a vehicle and may not relate to the person operating the vehicle, officers are reminded that they need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. (For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.

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- (e) Hot lists shall be obtained or compiled from sources consistent with the purposes of the ALPR system set forth in this policy. Hot lists utilized by the Department's ALPR system may be updated by agency sources more frequently than the Department may be uploading them and thus the Department's ALPR system will not have access to real time data. Occasionally, there may be errors in the ALPR system's read of a license plate, therefore an alert alone shall not be a basis for a police action (other than following the vehicle of interest).

Prior to initiation of a stop of a vehicle or other intervention based on an alert, Department members shall undertake the following:

- (a) Verification of status on a hot list; An officer must receive confirmation, from a Police Department Communications Dispatcher or other Department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).
- (b) Visual verification of license plate number; Officers shall visually verify that the license plate of interest matches the image of the license plate number captured (read) by the ALPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as a hot plate (hit) in a specific BOLO (be on the lookout) list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

Department members will clear all stops from hot list alerts by indicating the positive ALPR hit, i.e., with an arrest or other enforcement action. If it is not obvious in the text of the call as to the correlation of the ALPR hit and the arrest, then the Department member shall update with the Communications Dispatcher and original person and/or a crime analyst inputting the vehicle in the hot list (hit).

General hot lists (SVS, SFR, and SLR) will be automatically downloaded into the ALPR system a minimum of once a day with the most current data overwriting the old data.

- (a) All entries and updates of specific hot lists within the ALPR system will be documented by the requesting Department member within the appropriate general offense report. As such, specific hot lists shall be approved by the ALPR Administrator (Lieutenant or Chief of Police designee) before initial entry within the ALPR system. The updating of such a list within the ALPR system shall thereafter be accomplished pursuant to the approval of the Department member's immediate supervisor. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles that have been associated with criminal activity.

All hot plates and suspect information entered into the ALPR system will contain the following information as a minimum:

- (a) Entering Department member's name
- (b) Related case number.

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- (c) Short synopsis describing the nature of the originating call.

Login/Log-Out Procedure.

- (a) To ensure proper operation and facilitate oversight of the ALPR system, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited.

Permitted/Impermissible Uses.

- (a) The ALPR system, and all data collected, is the property of the Kensington Police Department. Department personnel may only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this policy. The following uses of the ALPR system are specifically prohibited:
 1. Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, it is a violation of this policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).
 2. Harassment or Intimidation: It is a violation of this policy to use the ALPR system to harass and/or intimidate any individual or group.
 3. Use Based on a Protected Characteristic: It is a violation of this policy to use the ALPR system or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
 4. Personal Use: It is a violation of this policy to use the ALPR system or associated scan files or hot lists for any personal purpose.
 5. First Amendment Rights: It is a violation of this policy to use the ALPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

Anyone who engages in an impermissible use of the ALPR system or associated scan files or hot lists may be subject to:

- (a) criminal prosecution,
- (b) civil liability, and/or
- (c) administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies

426.5 DATA COLLECTION AND RETENTION

The Chief of Police designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with Department procedures.

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All ALPR data downloaded to the server shall be stored for no longer than one year, and in accordance with the established records retention schedule. Thereafter, ALPR data shall be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

ALPR vendor, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of the 30 days of storage. However, this will not preclude KPD from maintaining any relevant vehicle data obtained from the system after that period pursuant to the established KPPCSD retention schedule mentioned above or outlined elsewhere. Relevant vehicle data are scans corresponding to the vehicle of interest on a hot list.

Restrictions on use of ALPR data:

- (a) Information gathered or collected, and records retained by Flock Safety cameras or any other Department ALPR system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

426.6 ACCOUNTABILITY AND SAFEGUARDS

All data will be closely safeguarded and protected by both procedural and technological means. The Kensington Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile workstation shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or Department related civil or administrative action.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.
- (e) Every ALPR detection browsing inquiry must be documented by either the associated Kensington Police case number or incident number, and/or a reason for the inquiry.

For security or data breaches, see the Records Release and Maintenance Policy.

426.7 POLICY

The policy of the Kensington Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

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All data and images gathered by the ALPR are for the official use of this Department. Because such data may contain confidential information, it is not open to public review.

The Kensington Police Department does not permit the sharing of ALPR data gathered by the KPPCSD or its contractors/subcontractors for purpose of federal immigration enforcement, pursuant to the California Values (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol.

426.8 ALPR DATA DETECTION BROWSING AUDITS

It is the responsibility of the Chief of Police designee to ensure that an audit is conducted of ALPR detection browsing inquiries at least once during each calendar year. The Department will audit a sampling of the ALPR system utilization from the prior 12-month period to verify proper use in accordance with the above authorized uses. The audit shall randomly select at least 10 detection browsing inquiries conducted by Department employees during the preceding six-month period and determine if each inquiry meets the requirements established in policy section 462.6(e).

The audit shall be documented in the form of an internal Department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be kept in accordance with policy and procedure.

426.9 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies when there is a need to know, a right to know or legal obligation to provide the information.

The agency request for the ALPR data must be in writing and include:

- (a) The name of the agency.
- (b) The name of the person requesting.
- (c) The intended purpose of obtaining the information.

The request is should be reviewed and approved by the Chief of Police or the authorized designee before the request is fulfilled.

The Chief of Police or authorized designee will consider the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data. The Kensington Police Department does not permit the sharing of ALPR data gathered by the KPPCSD or its contractors/subcontractors for purpose of federal immigration enforcement, these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

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The Chief of Police will also consider the California Reproductive Privacy Act (Health and Safety Code § 123460 - § 123469) before approving the sharing of ALPR data for the purpose of investigating any person seeking to exercise their reproductive health care rights within California. The Kensington Police Department does not permit the sharing of ALPR data gathered by the District or its contractors/subcontractors for the purpose of prosecuting, investigating or initiating any legal proceeding against any person for the exercise of reproductive health care rights as defined by California law.

The approved request is retained on file. Requests for ALPR data by non-law enforcement or nonprosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

Agencies outside of California that request to access ALPR data through Flock Safety Portal must agree to abide by all applicable Federal and California State Laws as well as Department policy.

- (a) The Department will send a data sharing request to the agency which must be completed and returned prior to the granting of access.
- (b) The Chief of Police or authorized designee will maintain these documents for the entirety of the shared data agreement.
- (c) Access to KPD ALPR data can be stopped at anytime by the Chief of Police or their authorized designee.

426.10 TRAINING

The Training Sergeant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code §1798.90.53).

No member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.

Item 09 - Approval of Updated Job Description,
Salary Range, and Benefit Package for the
Lieutenant Position has been tabled to the February
meeting.



Date: January 11, 2024
To: Board of Directors
Submitted by: David Aranda, IGM
Drafted by: Chief Gancasz
Subject: Presentation of a Proclamation Regarding Former Police Chief Rickey Hull and His Passing.

Recommendation

Read the proclamation and have all board members sign it.

Background

The KPPCSD was represented at the funeral for Chief Rickey Hull and a proclamation was presented to the family from KPPCSD. This board action of reading the proclamation would be appropriate in accomplishing a finished record for a former police chief of Kensington and noting his passing.

Exhibit

- A Proclamation in Memoriam of Rickey Hull



A PROCLAMATION

Made By

The Kensington Police Protection & Community Services District Board of Directors

In Memoriam: Rickey Hull

WHEREAS it is with deep sorrow and heavy hearts that we, the Kensington Police Protection & Community Services District Board of Directors, acknowledge the passing of a beloved member of our law enforcement family, former police officer Rickey Hull;

WHEREAS Rickey Hull joined the Kensington Police Department in October 1997, and served with unwavering dedication until his retirement in December 2020, leaving an indelible mark on the community he served;

WHEREAS Rickey Hull's commitment to public service was exemplary, and he served the Kensington Police Department with distinction as an Officer, Master Sergeant, Captain, and Interim Chief of Police, leaving behind a legacy of leadership and professionalism;

WHEREAS Rickey Hull's contributions to the Kensington Police Department were significant, and he will be remembered for his tireless efforts in maintaining the safety and well-being of the citizens of Kensington;

NOW, THEREFORE, BE IT RESOLVED that the Kensington Police Protection & Community Services District Board of Directors expresses its profound gratitude for Rickey Hull's twenty-three years of dedicated service and his significant impact on the Kensington Police Department and the community at large;

BE IT FURTHER RESOLVED that we stand united in honoring Rickey Hull's memory and contributions to the law enforcement profession, recognizing the sacrifices he made in the name of public safety;

In witness whereof, we, the Kensington Police Protection & Community Services District Board of Directors, do hereby set our hands and cause the official seal to be affixed this January 11, 2024.

Alexandria Aquino-Fike _____ Cassandra Duggan _____

Sarah Gough _____ Sylvia Hacaj _____

David Spath _____



Date: January 11, 2024
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and Additional Direction on the Progress of a New Police Building

Recommendation

The purpose this agenda item is to allow the board and residents to provide their input as this important project moves forward. Please note the IGM recommendations.

Background

A new police building in Kensington will take some time (24-36 months). It has been noted that the property south of the Kensington Library is what the Board and staff will focus on in moving forward with a new police building.

The first phase of a geotechnical study on the property was noted as passing at the last board meeting. A question came up by a resident regarding the ability to build on the parcel south of the Kensington Library. The attached memo from legal counsel addresses that question.

The IGM is recommending the following actions to take place:

1. Meet with an architect and have a rendering developed of not just a building but an area that provides a police building and magnifies the park area.
2. Set up meetings with the community to discuss the rendering and the concept involved in what it will do for the community.
3. Parallel with 1 and 2, move forward with phase two of the geotechnical study to confirm the ability to build on the property is stable.
4. Parallel with 1, 2 and 3 move forward with applying for various grants that will hopefully become available in 2024.
5. As items 1-4 start to take off, it would be prudent for the District to start moving forward with all the legal permitting that would be required.

Exhibits

- Letter dated January 8, 2004 from Ann Siprelle regarding “Use of KPPCSD Park Property for Police Station”



Memorandum

To: Board of Directors of KPPCSD
From: Ann M. Siprelle
Date: January 8, 2024
Re: Use of KPPCSD Park Property for Police Station

At the request of Interim General Manager David Aranda, I have reviewed the Grant Deed dated January 31, 1996 by which the Richmond Unified School District granted the park property (“property”) to the Kensington Police Protection and Community Services District (“KPPCSD”); and the documents relating to the Limited Obligation Improvement Bonds issued in 1995 to finance the acquisition of the property and construction of certain improvements on the property. The purpose of my review was to determine whether these documents contain any limitation or restriction on KPPCSD’s future use of the property.

I have concluded based on my review that: (1) the grant deed did not contain any use restrictions; and (2) the bonds, which since have been closed out, likewise did not in any way limit the future uses of the park property. Accordingly, neither the grant deed nor the bond issuance restrict the KPPCSD’s ability to construct a police station on the property.

In addition, I have conferred with the District’s former legal counsel, and she concurs with my conclusions.



Date: January 11, 2024
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and Possible Direction Regarding the Agreement to Engage Ridgeline in a Financial Study Regarding Reorganization

Background

At the December Board of Directors meeting, the Board voted to approve the proposal from Ridgeline to carry out a financial study to determine the feasibility of the reorganization of both agencies. The approval by the KPPCSD Board of Directors was contingent upon the Kensington Fire Protection District (KFPD) approving the proposal as well. The attached email describes what took place at the KFPD board meeting in December.

The approval of the Ridgeline proposal will appear again on the January KFPD agenda. I would recommend that the KPPCSD reiterate the desire to jointly have Ridgeline perform the financial study as outlined in the proposal, and the KPPCSD Board wait to see what the results of the KFPD board meeting reveal.

Exhibits

- Copy of email dated December 22, 2023 from Dmitry Semenov, Ridgeline Municipal Strategies to David Aranda and Mary Morris-Mayorga re “A Few Thoughts”

From: Dmitry Semenov <dsemenov@ridgelineuni.com>
Sent: Friday, December 22, 2023 11:42 AM
To: David Aranda <DAranda@kppcsd.org>; Mary Morris-Mayorga <mmayorga@kensingtonfire.org>
Subject: A Few Thoughts

Mary and David,

Thank you to both of you for reaching out yesterday. I had great conversations with you and that sparked some thoughts that I wanted to share with you.

1. It appears to me that the current attitudes of two members of the fire district board make it problematic for the consolidation effort to move forward. Bringing two agencies together will be a monumental task even if everyone is rowing in the same direction. With strong internal opposition it will be frustrating and painful in the best case and pretty darn impossible (and one of the worst experiences of the lifelong careers for everyone involved) in the worst case scenario.
2. With that, the first step should be on the fire district side to work with its board and other key decisionmakers to make sure that the district can approach the process with an open mind and willingness to work together (both districts need to have that, but the police district so far seems to be ready to do that). Without that, anything we do would be just a pursuit of pain and wasted effort.
3. Once there is willingness to work together on both sides, the districts would need to come together and do the following:
 - a. Perform strategic assessment / planning on a stand-alone basis and honestly look at what strengths, weaknesses, threats and opportunities you face if you stay as separate agencies.
 - b. Once there is clarity of what your individual situations are, the districts can perform a joint assessment and planning session (or a series of sessions) to discuss what the consolidated agency looks like and lay out any concerns on the table. Similarly, an honest look at the consolidated strengths, weaknesses, threats, and opportunities will need to be done.

At the end of this strategic planning effort, you will have a much better idea of whether or not you want to continue exploring the consolidation.

4. Only after that would it make sense to do the fiscal analysis. Having clarity on the individual and joint visions will make the fiscal analysis so much easier and useful. And the fiscal study will help illuminate any financial things to work through.

So, how can Ridgeline help you make this process a success?

1. With the current attitude of the two fire district board members, I don't think we can. As long as these board members have the attitude that they displayed in the last meeting, trying to do a fiscal study will be a waste of your money and of your and our time. Somehow the attitude of the fire district board needs to change, whether it is through the addition of another member, retirement of these two members, or an attitude adjustment of these two members. Until that happens, we are not prepared to commence the work, as we cannot guarantee that we can provide a good service for you.
2. Once there is willingness to work together on both sides, if you would like (and we would absolutely love to do it), we can help you go through the strategic assessment and planning process. We can facilitate the planning sessions and make sure that all key issues are brought to

the surface and honestly discussed and evaluated. After the sessions, we can put together the roadmap for the next steps.

3. After that we will do the fiscal analysis and help you evaluate the financial realities of the individual and joint plans.
4. Finally, once the decisions are made on whether the districts will continue to exist as individual entities or move forward to consolidate, we can prepare the strategic plan (consolidated) or plans (individual) based on the prior work.

If this is something that is of interest, let's the three of us have a call after the holidays and discuss the logistics of the process. Mary mentioned that the new board member will be appointed on January 11 and maybe we can talk after at least that is known. Then Mary will need to get to work with her board.

That being said, I think it is safe to say that Mary can inform the board that we will not be presenting on January 17. Also, as I mentioned, I will be out of the country in February and the earliest that we can meet with the fire district board is in March (assuming that the process is moving forward per the discussion above).

Have a Merry Christmas and an amazing New Year!



Dmitry Semenov | Principal



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Pursuant to Municipal Securities Rulemaking Board Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, "Conflicts of Interest" and any "Legal or Disciplinary Events" of the Firm and its associated persons. Please refer to Ridgeline Municipal Strategies, LLC website for certain disclosures relating to "Conflicts of Interest" and "Legal or Disciplinary Events". See Regulatory Information: <https://ridgelinemuni.com/disclosures/>



Date: January 11, 2024
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: Discussion and Input Regarding the Hazard Mitigation Plan

Recommendation

The General Manager welcomes comments in what was submitted to the County for hazard mitigation projects. The General Manager is recommending February 8, 2024 at 6:00 p.m. for a town hall meeting for the residents of Kensington on this subject.

Background

The District's participation in the Countywide Hazard Mitigation plan is critical. It is the only way the District may participate in FEMA grants over the next five years. Attached are the hazard mitigation projects the District submitted to the County/Contractor. All agencies are working on a very short time frame in order to finish the plan, have it approved, and thus be able to submit grants to FEMA in 2024. With that said, input from board members would be appreciated regarding the plans submitted and questions regarding the process are welcome.

There is a plan to hold a general town hall meeting on February 8, 2024, at 6 p.m. to present the hazard mitigation projects to the public for input.

Exhibits

- Contra Costa County HMP New Mitigation Action Form #1
- Contra Costa County HMP New Mitigation Action Form #2
- Contra Costa County HMP New Mitigation Action Form #3
- Contra Costa County HMP New Mitigation Action Form #4
- Contra Costa County HMP New Mitigation Action Form #5



Contra Costa County HMP New Mitigation Action Form

Instructions: Please complete one (1) Mitigation Action Form for each proposed mitigation action or project with as much detail as possible.

Name:

Organization/Department: Kensington Police Protection & Community Services District (KPPCSD)

E-mail:

Phone:

New Mitigation Action (Please Describe)

Design and construct a police facility that meets applicable seismic code requirements for essential services buildings and meets standards for optimal fire resistance.

Year Initiated (i.e. 2024)	2024
Applicable Jurisdiction/Special District	KPPCSD
Lead Agency/Organization	KPPCSD
Supporting Agencies/Organizations (if applicable)	County
Potential Funding Source <small>Examples: Local Budgeted Funds, Local or State Special Taxes, Private/Non-Profit Funds, State Special Funds, Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) Program, Community Development Block Grant (CDBG), FEMA Public Assistance (PA)</small>	Federal, Private/Non-Profit Funds, Local Special Taxes
Estimated Cost (if estimated cost is unknown, indicate Low, Medium, or High)	High
Benefits (Indicate Low, Medium, or High)	High
Projected Duration (if estimated duration is unknown, indicate Short Term, Long Term, or Ongoing)	Short Term
PRIORITY (High, Medium, Low)	High

Please indicate if the mitigation goals below are applicable to the new mitigation action/project). Check All That Apply.

X	Place an "X" by the applicable goals, if applicable
X	Goal 1 Save (or protect) lives and reduce injury.
X	Goal 2 Increase resilience of infrastructure and critical facilities.
X	Goal 3 Avoid (minimize or reduce) damage to property.
	Goal 4 Encourage the development and implementation of long-term, cost-effective, and environmentally sound mitigation projects.
	Goal 5 Build and support capacity to enable local government and the public to prepare for, respond to and recover from the impact of natural hazards.



This mitigation action:

The mitigation strategies/actions will be prioritized and evaluated using the STAPLEE+E method, which uses eight (8) criteria for evaluating a mitigation action – Social, Technical, Administrative, Political, Legal, Economic, Environmental, and Equity. Additional considerations are within each of these criteria. Each criterion is evaluated on a scale from one (1) to five (5), with one (1) defined as strongly disagree and five (5) as strongly agree. The summation will result in the STAPLEE+E Prioritization Score.

Instructions: Circle the best option

	Strongly Disagree (1)	Disagree (2)	Neither Agree or Disagree (3)	Agree (4)	Strongly Agree (5)
Social: Do you agree or disagree that the mitigation action is more likely to: be acceptable to the community, does not adversely affect a particular segment of the population, does not cause relocation of lower-income people, and is compatible with the community's social and cultural values?	1	2	3	4	0
Technical: Do you agree or disagree that the mitigation action is technically effective in providing a long-term reduction of losses and has minimal secondary adverse impacts?	1	2	3	4	0
Administrative: Do you agree or disagree that your jurisdiction/organization has the necessary staffing and funding to carry-out this mitigation action?	1	0	3	4	5
Political: Do you agree or disagree that the mitigation action has the support of the public and stakeholders who have been offered an opportunity to participate in the planning process?	1	2	3	4	5
Legal: Do you agree or disagree that the jurisdiction or implementing agency has the legal authority to implement and enforce the mitigation action?	1	2	3	4	0
Economic: Budget constraints can significantly deter the implementation of mitigation actions. Do you agree or disagree that the mitigation action is cost-effective, as determined by a cost-benefit review, and is possible to fund?	1	2	3	0	5
Environmental: Do you agree or disagree that the mitigation action is sustainable and does not have an adverse effect on the environment, complies with federal, state, and local environmental regulations, and is consistent with the community's environmental goals?	1	2	3	4	0
Equity: Do you agree or disagree that the mitigation actions are consistent and systematically fair? (i.e., Does not create an opportunity for unequal distribution of resources; racism; affect a particular segment of the population, including communities of color, communities that face discrimination based on sex, sexual orientation or gender identity, persons with disabilities, persons who identify with a certain religion, persons with Limited English Proficiency, or rural communities, etc.).	1	2	3	4	5

Place an "X" by the hazard(s) this action/project will mitigate:

Mitigated Hazards	
X	Place an "X" by the applicable hazard
	All Hazards
	Atmospheric River
	Climate Change
	Dam and Levee Failure
	Drought
X	Earthquake
	Extreme Heat
	Flood (Riverine/Creek)
	Flood (Flash Flooding)
	Heavy Rain
	High Winds/Damaging Winds
	Landslide
	Sea Level Rise
	Thunderstorm
	Tornadoes
	Tsunami
	Wildfire
	Active Shooter/Active Assailant
	Cybersecurity
	Hazardous Materials Incidents
	Utility Interruptions
	Terrorism/ Weapons of Mass Destruction
	Other



Contra Costa County HMP New Mitigation Action Form

Instructions: Please complete one (1) Mitigation Action Form for each proposed mitigation action or project with as much detail as possible.

Name:

Organization/Department: Kensington Police Protection & Community Services District (KPPCSD)

E-mail:

Phone:

New Mitigation Action (Please Describe)

Upgrade park facilities including the Recreation Building to provide seismic protection, wildfire resistance and solar generation.

Year Initiated (i.e. 2024)	2024
Applicable Jurisdiction/Special District	KPPCSD
Lead Agency/Organization	KPPCSD
Supporting Agencies/Organizations (if applicable)	County
Potential Funding Source <small>Examples: Local Budgeted Funds, Local or State Special Taxes, Private/Non-Profit Funds, State Special Funds, Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) Program, Community Development Block Grant (CDBG), FEMA Public Assistance (PA)</small>	State Special Funds(CA Strategic Growth Council, Community Resilience Centers Program), BRIC
Estimated Cost (if estimated cost is unknown, indicate Low, Medium, or High)	High
Benefits (Indicate Low, Medium, or High)	High
Projected Duration (if estimated duration is unknown, indicate Short Term, Long Term, or Ongoing)	Short term
PRIORITY (High, Medium, Low)	High

Please indicate if the mitigation goals below are applicable to the new mitigation action/project). Check All That Apply.

X	Place an "X" by the applicable goals, if applicable
X	Goal 1 Save (or protect) lives and reduce injury.
X	Goal 2 Increase resilience of infrastructure and critical facilities.
X	Goal 3 Avoid (minimize or reduce) damage to property.
	Goal 4 Encourage the development and implementation of long-term, cost-effective, and environmentally sound mitigation projects.
	Goal 5 Build and support capacity to enable local government and the public to prepare for, respond to and recover from the impact of natural hazards.



This mitigation action:

The mitigation strategies/actions will be prioritized and evaluated using the STAPLEE+E method, which uses eight (8) criteria for evaluating a mitigation action – Social, Technical, Administrative, Political, Legal, Economic, Environmental, and Equity. Additional considerations are within each of these criteria. Each criterion is evaluated on a scale from one (1) to five (5), with one (1) defined as strongly disagree and five (5) as strongly agree. The summation will result in the STAPLEE+E Prioritization Score.

Instructions: Circle the best option

	Strongly Disagree (1)	Disagree (2)	Neither Agree or Disagree (3)	Agree (4)	Strongly Agree (5)
Social: Do you agree or disagree that the mitigation action is more likely to: be acceptable to the community, does not adversely affect a particular segment of the population, does not cause relocation of lower-income people, and is compatible with the community's social and cultural values?	1	2	3	4	<input type="radio"/>
Technical: Do you agree or disagree that the mitigation action is technically effective in providing a long-term reduction of losses and has minimal secondary adverse impacts?	1	2	3	4	<input type="radio"/>
Administrative: Do you agree or disagree that your jurisdiction/organization has the necessary staffing and funding to carry-out this mitigation action?	1	<input checked="" type="radio"/>	3	4	5
Political: Do you agree or disagree that the mitigation action has the support of the public and stakeholders who have been offered an opportunity to participate in the planning process?	1	2	3	4	<input type="radio"/>
Legal: Do you agree or disagree that the jurisdiction or implementing agency has the legal authority to implement and enforce the mitigation action?	1	2	3	4	<input type="radio"/>
Economic: Budget constraints can significantly deter the implementation of mitigation actions. Do you agree or disagree that the mitigation action is cost-effective, as determined by a cost-benefit review, and is possible to fund?	1	2	3	4	<input type="radio"/>
Environmental: Do you agree or disagree that the mitigation action is sustainable and does not have an adverse effect on the environment, complies with federal, state, and local environmental regulations, and is consistent with the community's environmental goals?	1	2	3	4	<input type="radio"/>
Equity: Do you agree or disagree that the mitigation actions are consistent and systematically fair? (i.e., Does not create an opportunity for unequal distribution of resources; racism; affect a particular segment of the population, including communities of color, communities that face discrimination based on sex, sexual orientation or gender identity, persons with disabilities, persons who identify with a certain religion, persons with Limited English Proficiency, or rural communities, etc.).	1	2	3	4	<input type="radio"/>

Place an "X" by the hazard(s) this action/project will mitigate:

Mitigated Hazards	
X	Place an "X" by the applicable hazard
	All Hazards
	Atmospheric River
X	Climate Change
	Dam and Levee Failure
	Drought
X	Earthquake
	Extreme Heat
	Flood (Riverine/Creek)
	Flood (Flash Flooding)
	Heavy Rain
	High Winds/Damaging Winds
	Landslide
	Sea Level Rise
	Thunderstorm
	Tornadoes
	Tsunami
X	Wildfire
	Active Shooter/Active Assailant
	Cybersecurity
	Hazardous Materials Incidents
	Utility Interruptions
	Terrorism/ Weapons of Mass Destruction
	Other



Contra Costa County HMP New Mitigation Action Form

Instructions: Please complete one (1) Mitigation Action Form for each proposed mitigation action or project with as much detail as possible.

Name:

Organization/Department: Kensington Police Protection & Community Services District (KPPCSD)

E-mail:

Phone:

New Mitigation Action (Please Describe)

Continue fuel reduction programs in the park. Coordinate with Kensington Fire Protection District (KFPD) and East Bay Regional Park District (EBRPD) in reducing fuel load along the Wildland-Urban Interface.

Year Initiated (i.e. 2024)	2024
Applicable Jurisdiction/Special District	KPPCSD
Lead Agency/Organization	KPPCSD
Supporting Agencies/Organizations (if applicable)	KFPD, EBRPD
Potential Funding Source <small>Examples: Local Budgeted Funds, Local or State Special Taxes, Private/Non-Profit Funds, State Special Funds, Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) Program, Community Development Block Grant (CDBG), FEMA Public Assistance (PA)</small>	Local Budgeted Funds, State Special Funds (CAL Fire), Local Special Funds (Measure X)
Estimated Cost (if estimated cost is unknown, indicate Low, Medium, or High)	High
Benefits (Indicate Low, Medium, or High)	High
Projected Duration (if estimated duration is unknown, indicate Short Term, Long Term, or Ongoing)	Ongoing
PRIORITY (High, Medium, Low)	High

Please indicate if the mitigation goals below are applicable to the new mitigation action/project). Check All That Apply.

X	Place an "X" by the applicable goals, if applicable
X	Goal 1 Save (or protect) lives and reduce injury.
	Goal 2 Increase resilience of infrastructure and critical facilities.
X	Goal 3 Avoid (minimize or reduce) damage to property.
X	Goal 4 Encourage the development and implementation of long-term, cost-effective, and environmentally sound mitigation projects.
	Goal 5 Build and support capacity to enable local government and the public to prepare for, respond to and recover from the impact of natural hazards.



This mitigation action:

The mitigation strategies/actions will be prioritized and evaluated using the STAPLEE+E method, which uses eight (8) criteria for evaluating a mitigation action – Social, Technical, Administrative, Political, Legal, Economic, Environmental, and Equity. Additional considerations are within each of these criteria. Each criterion is evaluated on a scale from one (1) to five (5), with one (1) defined as strongly disagree and five (5) as strongly agree. The summation will result in the STAPLEE+E Prioritization Score.

Instructions: Circle the best option

	Strongly Disagree (1)	Disagree (2)	Neither Agree or Disagree (3)	Agree (4)	Strongly Agree (5)
Social: Do you agree or disagree that the mitigation action is more likely to: be acceptable to the community, does not adversely affect a particular segment of the population, does not cause relocation of lower-income people, and is compatible with the community's social and cultural values?	1	2	3	4	<input type="radio"/>
Technical: Do you agree or disagree that the mitigation action is technically effective in providing a long-term reduction of losses and has minimal secondary adverse impacts?	1	2	3	4	<input type="radio"/>
Administrative: Do you agree or disagree that your jurisdiction/organization has the necessary staffing and funding to carry-out this mitigation action?	1	2	<input type="radio"/>	4	5
Political: Do you agree or disagree that the mitigation action has the support of the public and stakeholders who have been offered an opportunity to participate in the planning process?	1	2	3	4	<input type="radio"/>
Legal: Do you agree or disagree that the jurisdiction or implementing agency has the legal authority to implement and enforce the mitigation action?	1	2	3	4	<input type="radio"/>
Economic: Budget constraints can significantly deter the implementation of mitigation actions. Do you agree or disagree that the mitigation action is cost-effective, as determined by a cost-benefit review, and is possible to fund?	1	2	3	4	<input type="radio"/>
Environmental: Do you agree or disagree that the mitigation action is sustainable and does not have an adverse effect on the environment, complies with federal, state, and local environmental regulations, and is consistent with the community's environmental goals?	1	2	3	4	<input type="radio"/>
Equity: Do you agree or disagree that the mitigation actions are consistent and systematically fair? (i.e., Does not create an opportunity for unequal distribution of resources; racism; affect a particular segment of the population, including communities of color, communities that face discrimination based on sex, sexual orientation or gender identity, persons with disabilities, persons who identify with a certain religion, persons with Limited English Proficiency, or rural communities, etc.).	1	2	3	4	<input type="radio"/>

Place an "X" by the hazard(s) this action/project will mitigate:

Mitigated Hazards	
X	Place an "X" by the applicable hazard
	All Hazards
	Atmospheric River
X	Climate Change
	Dam and Levee Failure
X	Drought
	Earthquake
	Extreme Heat
	Flood (Riverine/Creek)
	Flood (Flash Flooding)
	Heavy Rain
	High Winds/Damaging Winds
	Landslide
	Sea Level Rise
	Thunderstorm
	Tornadoes
	Tsunami
X	Wildfire
	Active Shooter/Active Assailant
	Cybersecurity
	Hazardous Materials Incidents
	Utility Interruptions
	Terrorism/ Weapons of Mass Destruction
	Other



Contra Costa County HMP New Mitigation Action Form

Instructions: Please complete one (1) Mitigation Action Form for each proposed mitigation action or project with as much detail as possible.

Name:

Organization/Department: Kensington Police Protection & Community Services District (KPPCSD)

E-mail:

Phone:

New Mitigation Action (Please Describe)

Coordinate with the Kensington Fire Protection District (KFPD) to install an early warning system using Long Range Acoustical Devices.

Year Initiated (i.e. 2024)	2024
Applicable Jurisdiction/Special District	KPPCSD
Lead Agency/Organization	KPPCSD
Supporting Agencies/Organizations (if applicable)	KFPD
Potential Funding Source <small>Examples: Local Budgeted Funds, Local or State Special Taxes, Private/Non-Profit Funds, State Special Funds, Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) Program, Community Development Block Grant (CDBG), FEMA Public Assistance (PA)</small>	BRIC, Private/Non Profit Funds, Local Special Funds (Measure X)
Estimated Cost (if estimated cost is unknown, indicate Low, Medium, or High)	
Benefits (Indicate Low, Medium, or High)	
Projected Duration (if estimated duration is unknown, indicate Short Term, Long Term, or Ongoing)	
PRIORITY (High, Medium, Low)	

Please indicate if the mitigation goals below are applicable to the new mitigation action/project). Check All That Apply.

X	Place an "X" by the applicable goals, if applicable
X	Goal 1 Save (or protect) lives and reduce injury.
	Goal 2 Increase resilience of infrastructure and critical facilities.
	Goal 3 Avoid (minimize or reduce) damage to property.
	Goal 4 Encourage the development and implementation of long-term, cost-effective, and environmentally sound mitigation projects.
	Goal 5 Build and support capacity to enable local government and the public to prepare for, respond to and recover from the impact of natural hazards.



This mitigation action:

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Instructions: Circle the best option

	Strongly Disagree (1)	Disagree (2)	Neither Agree or Disagree (3)	Agree (4)	Strongly Agree (5)
Social: Do you agree or disagree that the mitigation action is more likely to: be acceptable to the community, does not adversely affect a particular segment of the population, does not cause relocation of lower-income people, and is compatible with the community's social and cultural values?	1	2	3	4	<input type="radio"/>
Technical: Do you agree or disagree that the mitigation action is technically effective in providing a long-term reduction of losses and has minimal secondary adverse impacts?	1	2	3	4	<input type="radio"/>
Administrative: Do you agree or disagree that your jurisdiction/organization has the necessary staffing and funding to carry-out this mitigation action?	1	<input type="radio"/>	3	4	5
Political: Do you agree or disagree that the mitigation action has the support of the public and stakeholders who have been offered an opportunity to participate in the planning process?	1	2	3	4	<input type="radio"/>
Legal: Do you agree or disagree that the jurisdiction or implementing agency has the legal authority to implement and enforce the mitigation action?	1	2	3	4	<input type="radio"/>
Economic: Budget constraints can significantly deter the implementation of mitigation actions. Do you agree or disagree that the mitigation action is cost-effective, as determined by a cost-benefit review, and is possible to fund?	1	2	3	4	<input type="radio"/>
Environmental: Do you agree or disagree that the mitigation action is sustainable and does not have an adverse effect on the environment, complies with federal, state, and local environmental regulations, and is consistent with the community's environmental goals?	1	2	3	4	<input type="radio"/>
Equity: Do you agree or disagree that the mitigation actions are consistent and systematically fair? (i.e., Does not create an opportunity for unequal distribution of resources; racism; affect a particular segment of the population, including communities of color, communities that face discrimination based on sex, sexual orientation or gender identity, persons with disabilities, persons who identify with a certain religion, persons with Limited English Proficiency, or rural communities, etc.).	1	2	3	4	<input type="radio"/>

Place an "X" by the hazard(s) this action/project will mitigate:

Mitigated Hazards	
<input checked="" type="checkbox"/>	Place an "X" by the applicable hazard
<input checked="" type="checkbox"/>	Landslide
<input type="checkbox"/>	All Hazards
<input type="checkbox"/>	Sea Level Rise
<input type="checkbox"/>	Atmospheric River
<input type="checkbox"/>	Thunderstorm
<input type="checkbox"/>	Climate Change
<input type="checkbox"/>	Tornadoes
<input type="checkbox"/>	Dam and Levee Failure
<input type="checkbox"/>	Tsunami
<input type="checkbox"/>	Drought
<input checked="" type="checkbox"/>	Wildfire
<input checked="" type="checkbox"/>	Earthquake
<input checked="" type="checkbox"/>	Active Shooter/Active Assailant
<input type="checkbox"/>	Extreme Heat
<input type="checkbox"/>	Cybersecurity
<input type="checkbox"/>	Flood (Riverine/Creek)
<input checked="" type="checkbox"/>	Hazardous Materials Incidents
<input checked="" type="checkbox"/>	Flood (Flash Flooding)
<input checked="" type="checkbox"/>	Utility Interruptions
<input type="checkbox"/>	Heavy Rain
<input type="checkbox"/>	Terrorism/ Weapons of Mass Destruction
<input type="checkbox"/>	High Winds/Damaging Winds
<input type="checkbox"/>	Other



Contra Costa County HMP New Mitigation Action Form

Instructions: Please complete one (1) Mitigation Action Form for each proposed mitigation action or project with as much detail as possible.

Name:

Organization/Department: Kensington Police Protection & Community Services District (KPPCSD)

E-mail:

Phone:

New Mitigation Action (Please Describe)

Undertake a program of vegetation management along Kensington streets including pruning and tree removal to prevent potential damage to power lines and street blockage during severe weather conditions involving high winds

Year Initiated (i.e. 2024)	2024
Applicable Jurisdiction/Special District	KPPCSD
Lead Agency/Organization	KPPCSD
Supporting Agencies/Organizations (if applicable)	County, PG&E
Potential Funding Source <small>Examples: Local Budgeted Funds, Local or State Special Taxes, Private/Non-Profit Funds, State Special Funds, Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) Program, Community Development Block Grant (CDBG), FEMA Public Assistance (PA)</small>	County Funds, Private Funds (PG&E)
Estimated Cost (if estimated cost is unknown, indicate Low, Medium, or High)	Low
Benefits (Indicate Low, Medium, or High)	High
Projected Duration (if estimated duration is unknown, indicate Short Term, Long Term, or Ongoing)	Ongoing
PRIORITY (High, Medium, Low)	High

Please indicate if the mitigation goals below are applicable to the new mitigation action/project). Check All That Apply.

X	Place an "X" by the applicable goals, if applicable
X	Goal 1 Save (or protect) lives and reduce injury.
	Goal 2 Increase resilience of infrastructure and critical facilities.
X	Goal 3 Avoid (minimize or reduce) damage to property.
	Goal 4 Encourage the development and implementation of long-term, cost-effective, and environmentally sound mitigation projects.
	Goal 5 Build and support capacity to enable local government and the public to prepare for, respond to and recover from the impact of natural hazards.



This mitigation action:

The mitigation strategies/actions will be prioritized and evaluated using the STAPLEE+E method, which uses eight (8) criteria for evaluating a mitigation action – Social, Technical, Administrative, Political, Legal, Economic, Environmental, and Equity. Additional considerations are within each of these criteria. Each criterion is evaluated on a scale from one (1) to five (5), with one (1) defined as strongly disagree and five (5) as strongly agree. The summation will result in the STAPLEE+E Prioritization Score.

Instructions: Circle the best option

	Strongly Disagree (1)	Disagree (2)	Neither Agree or Disagree (3)	Agree (4)	Strongly Agree (5)
Social: Do you agree or disagree that the mitigation action is more likely to: be acceptable to the community, does not adversely affect a particular segment of the population, does not cause relocation of lower-income people, and is compatible with the community's social and cultural values?	1	2	<input type="radio"/>	4	5
Technical: Do you agree or disagree that the mitigation action is technically effective in providing a long-term reduction of losses and has minimal secondary adverse impacts?	1	2	3	4	<input type="radio"/>
Administrative: Do you agree or disagree that your jurisdiction/organization has the necessary staffing and funding to carry-out this mitigation action?	1	2	<input type="radio"/>	4	5
Political: Do you agree or disagree that the mitigation action has the support of the public and stakeholders who have been offered an opportunity to participate in the planning process?	1	2	<input type="radio"/>	4	5
Legal: Do you agree or disagree that the jurisdiction or implementing agency has the legal authority to implement and enforce the mitigation action?	1	<input type="radio"/>	3	4	5
Economic: Budget constraints can significantly deter the implementation of mitigation actions. Do you agree or disagree that the mitigation action is cost-effective, as determined by a cost-benefit review, and is possible to fund?	1	2	3	4	<input type="radio"/>
Environmental: Do you agree or disagree that the mitigation action is sustainable and does not have an adverse effect on the environment, complies with federal, state, and local environmental regulations, and is consistent with the community's environmental goals?	1	2	3	4	<input type="radio"/>
Equity: Do you agree or disagree that the mitigation actions are consistent and systematically fair? (i.e., Does not create an opportunity for unequal distribution of resources; racism; affect a particular segment of the population, including communities of color, communities that face discrimination based on sex, sexual orientation or gender identity, persons with disabilities, persons who identify with a certain religion, persons with Limited English Proficiency, or rural communities, etc.).	1	2	<input type="radio"/>	4	5

Place an "X" by the hazard(s) this action/project will mitigate:

Mitigated Hazards	
X	Place an "X" by the applicable hazard
	All Hazards
	Atmospheric River
X	Climate Change
	Dam and Levee Failure
X	Drought
	Earthquake
	Extreme Heat
	Flood (Riverine/Creek)
	Flood (Flash Flooding)
X	Heavy Rain
X	High Winds/Damaging Winds
	Landslide
	Sea Level Rise
	Thunderstorm
	Tornadoes
	Tsunami
	Wildfire
	Active Shooter/Active Assailant
	Cybersecurity
	Hazardous Materials Incidents
	Utility Interruptions
	Terrorism/ Weapons of Mass Destruction
	Other



KENSINGTON POLICE DEPARTMENT

10940 San Pablo Avenue ▪ El Cerrito ▪ CA ▪ 94530

(510) 526-4141

www.kppcsd.org

DATE: December 31, 2023

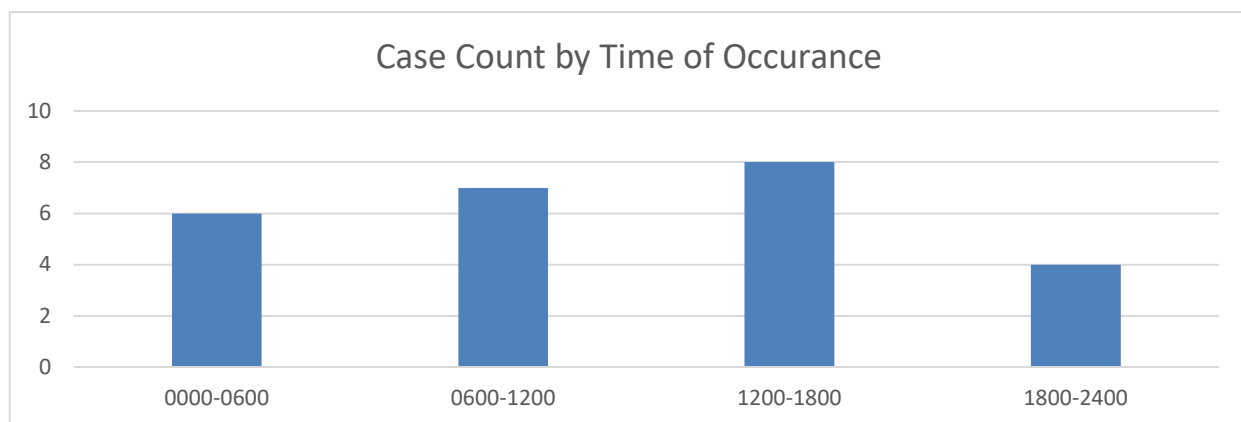
TO: David Aranda: General Manager

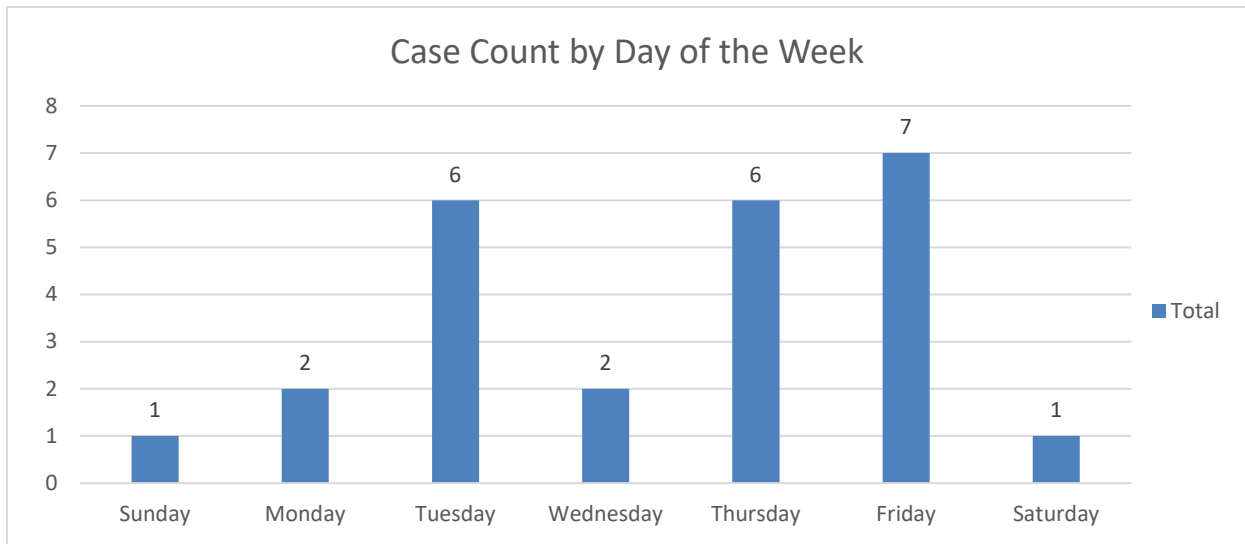
FROM: M. Gancasz, Chief of Police

RE: Police Chief's Monthly Report, December 2023

The Kensington Police Department handled 665 incidents during December (down from 684). 415 were officer-initiated events, including 53 traffic enforcement stops resulting in 23 citations (down from 30 in the prior month). Officers responded to 251 dispatched calls for service (up from 212) and took 26 reports (down from 29 in November). During December, one misdemeanor arrest was made. Officers investigated one catalytic converter theft, one stolen vehicle report, two vehicle burglaries, one sexual assault, three missing persons, one elder abuse case, and one carjacking, all of which are still being investigated. Thirty-eight percent of this month's investigations were felony crimes. Officers are pursuing leads and working with our partner agencies to investigate these incidents. Average response times for officers increased from 5.7 minutes to 5.9 minutes.

At approximately 10:30 a.m., Kensington officers responded to an armed carjacking. The investigation revealed that at approximately 10:25 a.m., an adult female victim was getting into her BMW when two masked suspects exited a white KIA Sol vehicle, approached the victim brandishing a shotgun, and ordered the victim to hand over her keys and her purse. The victim followed the suspects' demands. One of the suspects got in the BMW and left the scene while the other suspect ran back to the white Kia and drove away. The suspects were described as males of unknown age or race wearing all-black clothing. The victim was physically unharmed and immediately notified the police. Kensington Officers tracked the stolen vehicle using GPS and camera technology to the city of Oakland until the signals were lost. Later that day, the vehicle was found abandoned by Oakland police and recovered. El Cerrito Police Department Flock cameras were used to develop investigative leads. Officers from the Kensington Police Department are continuing to investigate the crime and have authored search warrants to identify the suspects in this case.

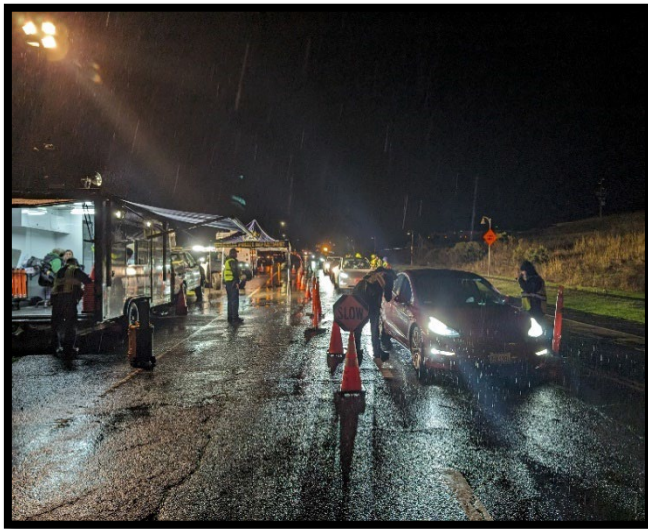




Traffic Safety

There were three traffic collisions reported in December. All collisions were non-injury, and one was hit-and-run. There was one online supplemental traffic report that was resolved by patrol officers.

On 12/29/23 Ofc. Fajardo and Ofc. Thota participated in an Office of Traffic Safety funded DUI Checkpoint in Hercules. The officers recently completed Standardized Field Sobriety Training and were asked by the Hercules Police Department to assist in their DUI Checkpoint Operation. Kensington PD is scheduling a DUI Checkpoint for 2024 and will be inviting our neighboring agencies to participate.



Traffic Safety Grant Patrol Operations

On Friday, December 15th, Kensington Officers were out and about looking for impaired drivers as they took part in grant-funded saturation patrols. Inclement weather kept motorists inside, resulting in lower vehicle traffic than usual. Fortunately, there were no traffic collisions reported. Nine traffic stops were completed, six citations were issued, and three warnings were given.

Administration

Four candidates for Police Officer were interviewed and their files reviewed. One of the three applicants is eligible to move forward in the process. After a lengthy background completed by Jason Haynes, we extended an offer of employment to a Reserve Police Officer. Applicant M. Tranate comes to us with more than a decade of reserve police officer experience with the City of San Francisco. After attending some mandatory training in the first week of January, Officer Tranate will be fully outfitted and equipped and hit the streets with our graveyard officers providing a welcome addition to the force.

Officers visited the Danville Police Department to study their Volunteers in Police Service Program. Sgt. Nath, Jason Haynes, and Volunteer Mike Logan spent the day exploring ways to emulate their systems and processes into Kensington's program. Additionally, an all-new Volunteers in Police Service Manual was produced for the Kensington VIPS program.

The PD renewed its Body Worn Camera contract for another five years. We've been very happy with the equipment and service provided by the vendor and anticipate instituting new technology to improve its automatic tagging feature, making for more accurate reporting and improving the user experience.

Training

Reserve Officer Tranate and Sgt. Lande completed KPDs tactical firearms training and qualifications at the Contra Costa County Marsh Creek Range.

October Patrol Log

- On Friday, December 1st, at 1156 hours, officers took a report of a stolen car on Arlington Ave. The investigation is ongoing.
- On Saturday, December 2nd, at 1254 hours, officers responded to the 300 Block of Arlington Ave for a report of a non-injury hit-and-run collision. The investigation revealed the hit-and-run did not occur and the responsible driver was cited and released.
- On Tuesday, December 5th, at 1148 hours, officers recovered an unoccupied stolen vehicle near the intersection of Arlington Ct/Norwood Ave. No suspects or evidence were located.
- On Thursday, December 7th, officers responded to an auto burglary in the 200 Block of Princeton Ave. No suspect or suspect vehicle information was found during the investigation.
- On Friday, December 8th, a theft of property from a vehicle was reported in the 400 Block of Beloit Ave. The crime was discovered when several items were reported as found property to KPD. Ofc. Payne identified the owner of the property who discovered the items were stolen from heir vehicle.
- On Friday, December 8th, officers responded to a stolen vehicle report on Estates Rd. The investigation is ongoing.
- On Friday, December 8th, officers responded to a theft of property taken from a vehicle on Kerr Ave.

- On Sunday, December 10th, officers responded to the 200 Block of Cambridge Ave for a report of a theft of a catalytic converter from a vehicle.
- On Monday December 11th, at 1030 hours, officers responded to a carjacking near Colusa Circle. The suspects arrived in a getaway car, brandished a shogun, and threatened the owner. The suspects left in the getaway vehicle and the victim's vehicle. ECPD's Flock Camera's were used to obtain leads on the suspects. KPD's investigation is ongoing and search warrants have been authored by investigating officers.
- On Tuesday, December 12th, officers responded to a report of a suspected sexual assault. The investigation is ongoing.
- On Wednesday, December 13th, a non-injury hit-and-run collision occurred in the 100 Block of Arlington Ave. The suspect fled the scene, and the investigation is ongoing.
- On Thursday, December 14th, a vehicle burglary was reported in the 200 Block of Amherst Ave. The suspects broke the vehicle's windows and took \$1,100 worth of tools from the vehicle.
- On Friday, December 15th, officers responded to the 400 Block of Coventry for a coroner's case. No foul play is suspected, and the case is closed.
- On Monday, December 18th, officers investigated a missing juvenile who returned home later in the day.
- On Tuesday, December 19th, officers responded to a non-injury collision on Arlington Ave.
- On Thursday, December 21st, officers responded to a non-injury collision in the 300 Block of Arlington Ave.
- On Thursday, December 21st, officers took a report of a runaway juvenile.
- On Friday, December 22nd, officers responded to the 200 Block of Purdue for a report of fraud. The crime was interrupted by an employee of the bank. The case has been referred to the appropriate agency for further investigation.
- On Friday, December 30th, officers participated in a DUI checkpoint with the Hercules Police Department. One arrest was made for driving under the influence.

Community

There were no community events this month.

KPD to Host California Highway Patrol Training at the Kensington Community Center

Kensington PD is set to host a two-day law enforcement training course presented by the California Highway Patrol on identifying impaired drivers. The class, Advanced Roadside Impaired Driving Enforcement (ARIDE), is part of the education section of the CHP Grant, and will be held at the Kensington Community Center on January 20 & 21. We anticipate more than 25 law enforcement officers from across the Bay Area, including three Kensington Officers in attendance.

Passing of former Kensington Police Officer R. Hull

It is with deep regret and sadness that I inform you of the passing of former Kensington Police Officer Ricky Hull who passed away at his home in Fairfield. The courtesy notification was made to us by the Fairfield Police Department on Tuesday, December 12, at 2:30 pm.

Ricky Hull, a Fairfield native, joined the Kensington Police Force in October 1997 and served with dedication until his retirement in December 2020. Throughout his career, Ricky rose through the ranks, from Officer to Master Sergeant to Interim Chief. His contributions to the Kensington Police Department were significant, and he will be remembered for his commitment to public service.

Ricky grew up in Fairfield and had an extended family in Richmond and West Oakland. His journey in law enforcement began in the city of Concord, where he initially worked as a civilian jailer. He attended the police academy in Pittsburg and eventually found a home in Kensington.

This news comes as a shock to all of us, and we extend our deepest condolences to Ricky's family and loved ones during this difficult time. Funeral Services are scheduled for January 3, 2023, at 10:00 in the morning in Fairfield CA. The information has been posted on the KPD Social Media pages.

Please join us in remembering Ricky Hull and the positive impact he had on our community.



Date: January 11, 2024
To: Board of Directors
From: David Aranda, Interim General Manager
Subject: General Manager's Review For 2023 And Thoughts For 2024

Time goes by very quickly and so it seems it was just yesterday that I arrived at the District on February 13, 2023. Upon arrival, I found four board members eager to do their best for the community (Director Spath joined us a few months later and was just as eager). I found a Police Chief that cares about a top-quality range of police officers and focuses on policing Kensington in a community-oriented manner that protects and serves the community.

I was initially tasked with working for the Board as we tackled two large projects. One of the projects involved determining the ability for the Police Department to move back into the Public Safety Building with the Fire Department. The second task involved moving toward reorganization by performing studies that would determine the advantage or disadvantage of KPPCSD and KFPD becoming one entity.

Through the efforts of everyone involved with KPPCSD, a well-presented explanation of why the KPPCSD should find its own residency in Kensington was presented. The Board, General Manager, Police Chief, staff, and many in the community found the facts and figures to be overwhelmingly supportive of finding a suitable location for the Police Department in Kensington.

FOR 2024 THE RESPONSIBILITY OF CONTINUING TO WORK TOWARDS THAT GOAL IS ONGOING. I along with staff and the Board will continue to look at the property south of the Kensington Library on Arlington and search diligently for grant money that would allow a police building to be constructed with minimal impact to the community. This will take time, a great amount of effort and communication so it is hoped that the community will be patient with this process.

The task of a financial study for both organizations regarding reorganization seemed like it was going to come to fruition this past month, only to see the Fire Board not approve the proposal with Ridgeline. It is now questionable if the financial study will happen in the next few months. I know the Board will continue to pursue obtaining information that will assist in determining if reorganization makes sense and I hope to be very much a part of that. Let's hope that the Fire District will join us.

A third project that I encountered without advance notice was the financial situation of the District. Upon arriving, I found little or no information on the financial position of the District, an absent

General Manager's Report

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Finance Director, two very expensive consulting firms handling finance and yet no information was available. With a great amount of effort from financial contacts, a plan was developed to terminate the two consulting firms along with the Finance Director and use the District's accounting clerk in conjunction with a company called EideBailly.

Thankfully, because of the diligent work of the part time accounting clerk in the office and EideBailly along with a great amount of work on the part of the Chief and I, a clear financial position for the District came about. There was a great amount of work that needed to be done. There were financial records that needed to be addressed, audits that needed to be done (I want to emphasize that no malfeasance was noted), failure on meeting CalPERS retirement regulations needed correcting, and the entire Human Resources program at KPPCSD needed to be properly addressed. I am happy to report that as we end 2023 all these issues have been resolved.

FOR 2024 it is my goal to continue to have our in-house finance person do the great job she is doing and continue to work with Eide Bailly with the needed financial information that the Board and the community deserve. I believe we can continue to reduce the consulting costs now that CalPERS is in order and soon our payroll should result in more efficient processing each pay period.

Upon my arrival I heard a great deal from various individuals that requests from the community to the then General Manager were not being addressed. I have attempted to be responsive to all inquiries. It should be noted that inquiries come in many forms. FOR 2024 I would encourage residents to reach out to me with questions so that they can be addressed in a timely and cost-effective manner.

For 2023 the District received 12 Public Records Requests. Of those requests the Chief and/or I handled them, but we needed assistance with two requests from legal. One of those requests ended up costing the District over \$10,000 in legal fees.

Kensington has beautiful park facilities that are very well used by the community. Included in this operation is the important work of KCC. The hard work of one director on KPPCSD in particular along with much in the way of communicating, negotiating and moving forward produced a renewal agreement between KPPCSD and KCC.

I have had the pleasure of collaborating with Jenny Parks, KCC Recreation Director. And we have open communications and a cooperative relationship that has benefited the park operations and the community. The other important aspect of park administration involves Rosa Ruiz, who oversees much of the day-to-day park operations that fall on the District and her diligence has allowed residents and non-residents to utilize the various facilities of KPPCSD for their personal enjoyment.

I have found that the maintenance and janitorial requirements for the park are significant. I am planning on a more detailed report on maintenance and janitorial needs and costs as we come to the end of our fiscal year in June of 2024. Our contractor Fernando is outstanding in caring for the park. He is responsive no matter the time and day. The hiring of an in-house janitor has reduced costs and added to the daily cleanliness of the Community Center.

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Prior to my arrival a contract was signed to remove a number of dying or dangerous trees in the upper portion of the park. This project was completed. In conjunction with that a park improvement committee was formed with two directors doing research and gaining input for some improvements in the area where the trees were removed. With their hard work the project was approved by the Board. The General Manager has attempted to follow through on seeing the overall project being completed. About 90% of the project is done. New trees were planted, a view deck was constructed and benches are in the process of being moved and refurbished.

FOR 2024 it is hoped that by April the \$180,000 of park grant money will be received and therefore additional projects can be addressed. These projects would include continuing to address safety concerns, attempting to obtain additional grants for park and park building improvements and developing a master plan for the front entrance of the park (i.e., signage and beautification).

During 2023 I have been involved in the Annex building to determine if the building can be inhabited. The initial review is that the building can be saved. There is some more research to be done to determine the best use for the building. FOR 2024 I am hopeful that not only will we be able to determine the best use for the Annex building, but we will also apply for and receive grant money to make structural improvements to both the Annex building and the Recreation Building.

Solid waste responsibilities presented an interesting scenario for me. On the surface there seemed to be very little work for the administrative handling of solid waste. However, there is a great deal of work to be done. For 2023 a legal opinion was developed that provided directions to the Board and staff regarding meeting Proposition 218 requirements and assisting in moving forward with additional studies that determine justification for franchise fees.

FOR 2024 it is hoped that proper studies can be done for both the franchise fees justification and the costing of services provided by Bay View Refuse. There is a need to bring all parties to the table and work out a new contract that is adhered to, this involved the county, Bay View and of course the District. I have found the managers of Bay View to be very responsive to my questions and concerns, and I think we all agree that the clean-up week in September was a big success. FOR 2024 we will continue to work together for another successful clean up week.

The community of Kensington has a unique group of "walking paths" that add to the beauty and enjoyment of the community. Upon my arrival it was brought to my attention that essentially no one owns the paths and thus the repair and upkeep have fallen on volunteers. Through 2023 I have met with and worked with the Path Keepers and the county supervisor as we study the best way for the paths to remain an integral part of community by someone taking actual ownership of the paths. I have also collaborated with legal counsel and our risk management agency in looking at the liability of the paths should the district wish to take ownership of them. FOR 2024 it is hoped that some kind of resolution, with a funding plan and operation plan can be determined so that the paths will be properly cared for.

General Manager's Report

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Another area that is of concern to the community and the Board of Directors is that of the emergency needs for the community as well as what mitigation plans can be addressed to make the community a safe place, considering the high risk of earthquakes and wildfires. The District is working with the County in developing a mitigation plan, and with that plan there will hopefully be grants available that assist in making the District's facilities safe by retrofitting them for earthquakes. In addition, it is hoped that an evacuation plan can be developed and presented to the community. FOR 2024 I will attempt to keep pursuing this.

During 2023 I have had various meetings with the County Supervisor's Office, the City Manager of El Cerrito, and other individuals from various agencies. FOR 2024 it is important that I, along with board members, develop relationships with individuals from other agencies including the State of California.

It has been a privilege to work with the KPPCSD Board of Directors, the staff, and the many residents that make up various organizations that serve the community and the County and our vendors and contractors. I hope that all will agree that it has been beneficial to have an engaged General Manager in the office a few days each week to oversee the operations. As all of you know, it takes a team of dedicated people to see a community function in a positive manner. So, let us continue that road for 2024.

My General Manager's report for the February 2024 Board meeting will include a detailed comparison of the Fiscal Year Budget as compared to the actual income and expenses for the first six months of the fiscal year.

Please contact me at daranda@kppcsd.org should you have any questions or comments regarding this 2023 report. Thank you.