

# KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

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## AGENDA

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Thursday, June 8, 2017, at 6:00 P.M.**, at the Kensington Community Center, 59 Arlington Avenue, Kensington, California. The Board will commence a Regular Open Session Meeting **Thursday, June 8, 2017, at 7:00 P.M.** If further Closed Session is required, the Board will return to Closed Session following the end of the Regular Meeting.

Note: All proceedings of the Open Session will be audiotaped and videotaped.

### **1. Call to Order/Roll Call 6:00 P.M.**

### **2. Closed Session – Public Comments**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: The Board will be briefed on matters involving significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (1 potential case).

PUBLIC EMPLOYEE EMPLOYMENT, DISCIPLINE OR DISMISSAL: The Board will be briefed on personnel matters pursuant to Government Code Section 54957(b)(1). Two items.

PUBLIC EMPLOYEE EMPLOYMENT: Title (General Manager or Interim General Manager). The Board will discuss matters with Bob Deis pursuant to Government Code Section 54957.

**Director Cordova will participate in Open Session, by phone, from Via Ghibellina 42, Florence, Italy.**

**Director Hajac will participate in Open Session, by phone, from 2A Skolkou 276, 273 41 Cvrcovice, Czech Republic**

### **3. Open Session – Call to Order/Roll Call 7:00 P.M.**

**4. Public Comments:** Members of the public may address the Board on any matter listed on the agenda at the time the Board is considering the agenda item. Each speaker is allowed a

maximum of five (5) minutes, pursuant to section 5030.41 of the District Policy and Procedures Manual.

## **5. Board / Staff Comments**

### **6. Consent Calendar**

- a. Minutes 4/27/17 Pg. 4
- b. Minutes 5/11/17 Pg. 12
- c. Minutes 5/25/17 Pg. 22
- d. Correspondence Pg. 24
- e. Transaction Detail for Bay View Franchise Fee Pg. 32
- f. KCC Report Pg. 33
- g. General Manager's Report May 2017 Pg. 34
- h. Watch Commander's Monthly Report May 2017 Pg. 35

### **Old Business**

- 7. The Board will be updated on matters concerning dispatch by iGM/COP Hull.

### **New Business**

- 8. The Board will review and consider the approval of the appointment of Anthony Constantourous to the position of KPPCSD General Manager under the terms and conditions outlined in the "General Manager Employment Agreement". This contract extends from June 12, 2017 - June 11, 2020. Action Item. Pg. 38

Fiscal Impact: The terms under discussion are for an at-will, part-time position paying at the rate of \$95/hour. No benefits are offered. Expected fiscal impact 2017-18: \$85,000 – \$100,000, depending on hours required, plus a one-time reimbursement of up to \$1,300.

- 9. The Board will review and consider the approval of the appointment of Rickey Hull to Interim Chief of Police for the Kensington Police Department under the terms and conditions outlined in the "Second Amendment to the Interim General Manager and Chief of Police Employment Agreement". Action Item. Pg. 57

Fiscal Impact: The contract is from July 1 - December 31, 2017. The terms provide for a yearly salary of \$129,031.05.

**20 minute break for discussion and refreshments.**

10. The Board will review Resolution 2017-14, policy covering "Employee Accrual and Use of Paid Sick Leave for Employees not covered by a Collective Bargaining Agreement". First reading. Pg. 65

11. The Board will be updated on the WiFi Policy by Vice President Nottoli. Pg. 69

**ADJOURNMENT**

**General Information - Accessible Public Meetings**

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

District Administrator, Kensington Police Protection & Community Services District, 217  
Arlington Ave, Kensington, CA 94707

POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at  
[www.kensingtoncalifornia.org](http://www.kensingtoncalifornia.org)

Complete agenda packets are available at the Public Safety Building and the Library.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Services 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, 217 Arlington Ave, Kensington, CA 94707 at the same time that those records are distributed or made available to a majority of the Board.

These are draft minutes. Once approved by the Board, the minutes will be posted on the District website, under the dropdown menu "Approved Minutes."

### Meeting Minutes for 4/27/17

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, April 27, 2017, at 6:00 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. A Regular Meeting (Open Session) followed.

#### ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Rachelle Sherris-Watt, President	Ann Danforth, District's Legal Counsel
Eileen Nottoli, Vice President	Bob Deis, PMG
Sylvia Hacaj, Director	Mabry Benson
Len Welsh, Director	David Bergen
	Peter Liddell
<u>Staff Members</u>	Jim Watt
Rickey Hull, IGM/COP	Gail Feldman
Lynn Wolter, District Administrator	Marilyn Stollon
	Paul Dorroh
<u>Press</u>	Frank Lossy
	Leonard Schwartzburd
	David Spath

President Sherris-Watt called the meeting to order at 6:04 P.M. President Sherris-Watt, Vice President Nottoli, Director Welsh, Director Hacaj, IGM/COP Hull, and District Administrator Wolter were present. President Sherris-Watt announced that Director Cordova would join the Closed Session, if her health permitted.

Director Cordova was to have participated, by phone from Via Ghibellina 42, Florence, Italy.

#### CLOSED SESSION PUBLIC COMMENTS

None.

The Board entered into Closed Session at 6:05 P.M.

#### CLOSED SESSION

- a. Conference with legal counsel – anticipated litigation: The Board was briefed on matters involving significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2).
- b. Public Employee, employment, discipline, or dismissal: The Board was briefed on personnel matters pursuant to Government Code Section 54957(b)(1).

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- c. Public Employee Employment: Title – General Manager or Interim General Manager. The Board met with Bob Deis to discuss matters pursuant to Government Code Section 54957(b)(1).

The Board returned to Open Session at 7:49 P.M.

President Sherris-Watt took roll call. President Sherris-Watt, Vice President Nottoli, Director Welsh and Director Hacaj were present. President Sherris-Watt reported that Director Cordova would not be joining the meeting because of health issues.

President Sherris-Watt announced there was nothing to report from the Closed Session.

#### **PUBLIC COMMENTS**

None.

#### **BOARD COMMENTS**

President Sherris-Watt reported that the Finance Committee had met the night before and had reviewed the preliminary FY 2017-18 Budget. She said the Committee had determined that it wanted to hold an extra meeting to examine the budget, given all the "moving parts" this year. Thus, she said there would be a Special Meeting of the Committee the following Thursday, May 4<sup>th</sup>, in addition to the Committee's Regular Meeting on May 24<sup>th</sup>.

#### **STAFF COMMENTS**

None.

#### **CONSENT CALENDAR**

Mabry Benson asked for Item g (Correspondence) to be pulled.

David Bergen asked to pull Item a (Minutes 4/15/18). He said he wanted to expand upon information contained in these minutes. He reported that the HughesNet monthly allowance was 60 GB per month but that the District could only use 50 GB per month between the hours of 8:00 A.M. and 6:00 P.M. and 10 GB per month between the hours of 6:00 P.M. and 8:00 A.M. He also reported that the download speed was approximately 3.5 Mbps and that the upload was approximately 2.3 Mbps. Mr. Bergen clarified that this was additional information related to the content in the 4/15/17 minutes but was not a correction.

Mabry Benson said there was one piece of correspondence that had not been signed: It was a newspaper article about El Cerrito, the Sheriff, and dispatch. She said she didn't think it was appropriate to include unsigned anonymous correspondence in Agenda Packets. President Sherris-Watt said she didn't know who had submitted it and asked for clarification on who had done so. IGM/COP Hull said that it had been suggested to him to add it into the Agenda Packet as correspondence and that it had been his own submission. He said he would put his name on such things in the future.

**MOTION: Director Welsh moved, and President Sherris-Watt seconded, to accept the Consent Calendar.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

### OLD BUSINESS

7. The Board reviewed and considered for approval the CAD/RMS/Records Services contract sent to the KPPCSD by Albany P.D. The Board was updated on matters concerning dispatch by IGM/COP Hull.

IGM/COP Hull reported that this was the contract he'd negotiated with Albany PD's Chief McQuiston and that it enumerated all the services Kensington would need to remain operational. He said the KPPCSD had a pretty good deal: There would be a discounted rate for the first year which would help offset some of the costs to be incurred to get online with the new vendor. He said it was comprehensive and complete. He reported that, during the process, he'd learned there were hidden costs he hadn't known to anticipate and that there was a section of the contract that would allow the District to go one year and then revisit part of it in order to get more money to help the District offset those costs.

IGM/COP Hull reported that there was an issue with the Kensington Police Department's data being housed under the current vendor, New World: Would the KPD be able to retrieve its data. He said there might be some difficulties with the process of moving data from the current vendor to the new vendor, Sunridge – the worst-case scenario was that the Kensington PD might lose all its data for the period prior to July 1, 2017. Vice President Nottoli asked if IGM/COP Hull had checked with the other cities leaving Richmond dispatch to see if Kensington could get its data from them. IGM/COP Hull responded that he'd not done so. Director Hacaj asked if Kensington PD would still have access to the data, if needed. IGM/COP Hull responded that he didn't know the answer but would check. President Sherris-Watt said that this was an unfortunate development but that, as the newspaper article showed, KPPCSD was doing very well with this contract and was in a lucky position to have negotiated it.

Peter Liddell asked what the nature of the data was. IGM/COP Hull responded that it was the data that had been housed on the RMS system of the vendor Kensington PD would be leaving – things such as names and addresses. Mr. Liddell asked if this would include previous traffic stops, history of interaction with law enforcement, names of people who'd had prior interaction with the police department, etc. IGM/COP Hull responded that, yes, it would be everything, such as traffic stops and arrests. But, he said the Kensington PD would still have paper files dating back seven years. Mr. Liddell asked if IGM/COP Hull had spoken with the new data vendor. IGM/COP Hull responded in the affirmative and said that Sunridge was in discussions with the current vendor, New World. Mr. Liddell asked if Sunridge had experience with such transitions. IGM/COP Hull responded in the affirmative. Director Welsh asked if this would create an inconvenience, worst-case scenario. IGM/COP Hull responded in the affirmative. President Sherris-Watt noted that this was a problem that would occur with a conversion to any new system: It wasn't specific with going with Albany. IGM/COP Hull replied that this was correct, and he clarified that this was a possibility but not a certainty.

Leonard Schwartzburd said he thought it would be possible to store the data on some system or hard drive. Director Hacaj responded that the issue was whether the data could be transported into the new system. She clarified that it wasn't an issue of losing the data; it was a matter of fitting it into the new software – a common problem with data migration.

Jim Watt said that this had been discussed at the prior night's Finance Committee meeting. He said he'd read the contract but hadn't seen anything about renegotiating items. He asked in which section of the contract there were some hidden costs. IGM/COP Hull responded that it was section g. Mr. Watt also cited the CPI increases, which were not to exceed 5%. IGM/COP Hull said Section g referred to the technology services for \$12,000. IGM/COP Hull clarified that this clause said that Kensington would get the connection established but that there were costs he had not anticipated. He added that Kensington could go back in and negotiate the technology fee to offset some of the other costs. Director Hacaj further clarified that this would happen if Kensington incurred costs of more than \$12,000: Hopefully, KPPCSD would be able to recoup some of that.

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Gail Feldman noted that the contract had a two-year term, with no termination unless for cause. She asked why the Board was locking the District in for two years. She said this would affect the Board's ability to move forward with changes with the organization of the police department that had been discussed by the Ad Hoc Committee. She cited the list of extra services that would be provided, per the terms of the contract, in particular, Item F, which referred to pro-rated costs of \$50,000. She asked if this would be in addition to the costs noted for Items A, B, C, and D. Vice President Nottoli responded in the negative: It would be in lieu of Item A – it would be a discount on the \$80,000. With respect to the timing, Vice President Nottoli said the term had been driven by the fact that it would take so long to set up the system. In addition, she said Albany would have to hire a dispatcher but noted that the discount had been provided because Albany wouldn't have a dispatcher right away. Vice President Nottoli added that there was a two-year term because it would take so much time to get everything set up and that the reason for the 120-day termination was because of the amount of time it would take to get everything transitioned. President Sherris-Watt said she agreed with Ms. Feldman; flexibility would have been ideal. She noted that the agencies had been looking for three to five year terms, so it was good to have achieved this term with Albany. There was clarification that the Board was looking at a three-year contract, and President Sherris-Watt said that the District could not end the contract before two years without cause.

**MOTION: President Sherris-Watt moved, and Vice President Nottoli seconded, that the Board approve the Police Dispatch and Records Services Agreement, with the caveat that it be reviewed and approved by counsel, and allow IGM/COP Hull to negotiate the signing of the agreement. Motion passed 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

#### NEW BUSINESS

8. Bob Deis, consultant from Public Management Group, made a presentation to the public concerning the development of criteria for hiring a General Manager, the creation of a job description, the posting of the position, and the presentation of candidates to the Board. Mr. Deis discussed the interview and selection process, in light of the needs of the District.

President Sherris-Watt introduced Bob Deis, from Public Management Group and said that Mr. Deis had been ably guiding the Board through the process of creating a General Manager position for Kensington, which the District had never had before.

By way of background, President Sherris-Watt reported that, in May 2015, the Board had placed an item on the agenda that it would form a committee to research and report back to the Board on possible alternatives to the current GM/COP position and other issues related to District structure and mission statement. She explained that this had led to the development of the Ad Hoc Committee, which had been formed in August 2015, and that this Committee had developed three possible changes to the Kensington governance structure. She reported that the Committee's findings had been submitted in October 2016, following a lengthy process and a great deal of work. She reported that, in January 2017, the Board had discussed splitting the GM/COP positions within the Policy and Procedures Manual and that, subsequently, the Board began its consultation with Mr. Deis.

Mr. Deis provided information about his background:

- A public servant for 34 years, working for cities and communities throughout California and Washington.
- County Administrator.
- City Manager for two cities.
- Retired in 2013, as a public servant.
- Began consulting six months after retiring.



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- His background was exclusively with public agencies – cities, counties, and special districts.
- Now working with the consulting division of Public Management Group.

He reported that he'd met with President Sherris-Watt at the company's Berkeley office about the prospect of separating the GM/COP positions and said there was concern about civilian oversight of the police department and about the work to be done on the Community Center. She also had let him know the District was responsible for solid waste services. He said that, because police service was so "core" to the District's function, oversight of a police agency would be a needed skill. He noted that police agencies were going through a paradigm shift in almost every community. Thus, he said candidates needed to be very comfortable and experienced in providing oversight for a police department. He also noted finances and the solid waste function as reasons for the District to consider a former city manager. He said that Kensington didn't have the finances for a full-time city manager, so a part-time GM was the "way to go" and that a retired city manager would be the perfect candidate. He reported that city managers in California had a very strong "encore group," referring to the next career after retiring, and said he thought this would be an excellent candidate pool. He said advertisements had also been placed in local papers and with the California Special Districts Association (CSDA). He reported that 16 individuals had applied and that he had interviewed six of them. Then, he said he wrote assessments of them and reported on these to the Board: The Board interviewed five candidates and asked two to return.

Mr. Deis said that, when selecting an executive for a public agency, it was important:

- To determine the desired skillsets and to communicate this to applicants.
- To find someone about whom the Board and community would be excited and someone who would want to come to Kensington and stay.
- For applicants to understand the public agency environment and to be adept at communicating with the Kensington community.

He noted that Kensington was a high-functioning citizenry, with active participation and opinions and that the selected individual would need to be able work with, but not be consumed by, the politics of the community. He said Kensington was a stable, older, and well-established community and that, because there was a low crime rate, the community had different needs from its police department than did other communities. He noted that there had not been a GM here before, that this would afford opportunity for change – especially with a professional who had done this for his/her entire career, but that the change would need to happen gradually. He said this individual would need to have a good analytical mind, good fiscal management skills, and to understand CalPERS and OPEB retiree healthcare costs. Mr. Deis said this person would need not to be afraid to hold the police department accountable. He also said that, because there was not a lot of staff, this person would need to be able to roll up his/her sleeves and do what another city manager would delegate. He said these were the criteria used in selecting people to interview and reiterated that small city managers seemed the most appropriate pool of candidates.

Mabry Benson asked if there was anyone who fit. President Sherris-Watt responded that it had been a challenge to find someone the Board liked as much as it did Mr. Deis. Mr. Deis added that, once people got used to having a general manager, they would be pleased.

Marilyn Stollon asked if the candidates considered were members of ICMA, the International City/County Management Association. Mr. Deis responded that this was the preeminent professional association for city managers and county administrators across the country and said that all the candidates had been in ICMA. He noted that the organization's annual dues were very expensive and that the employer usually paid for it and said that, for retirees, the dues were lower but permitted only limited access to ICMA services. Ms. Stollon encouraged participation in this because of the organization's high standards and ethics, which she said were really needed because it would indicate that the individual was at that high level. Mr. Deis responded that the organization did have a code of ethics and concluded by saying he would find out if the candidates were ICMA members.



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Gail Feldman said she had a question about process. She noted that city managers typically didn't have a public vetting process, prior to being hired. However, she said she had seen special districts employ a public process – noting that Kensington had used such a process when it had last hired an IGM/COP. She said people were interested in this and asked if there would be a process for the community to have some say about how the next interim or permanent GM would be selected. President Sherris-Watt responded that the Board had discussed that and had determined that the prior, public, process had been unusual. She said that she'd been part of the hiring process for every executive the Board had hired during her tenure and that the prior process had lost the KPPCSD several candidates because they had objected to the open process. She said the Board had selected this process because there had been a rift in the public trust after February 2015. She said that, for the current process, the Board didn't want to risk losing any candidates. She said the Board also wanted to move the process along quickly because of the competitive nature of the market. Mr. Deis noted that the Board didn't want to add another potential barrier to the process and that most hiring processes, for this type of executive, was done this way. He said that the one exception to this process was school districts, which always used a public process for its superintendents. President Sherris-Watt added that another restriction had to do with salary: The Board was worried about someone else "swooping down" and taking a candidate from the District – because the Board had identified such outstanding candidates.

Jim Watt asked how the salary and scheduling would be handled. He said the discussion had been that the person would be an hourly-wage part-time employee. He asked if this would be the individual's sole position or if he/she could be working elsewhere with the remainder of his/her time. He also asked if the individual would be restricted to CalPERS' 960 hours for retirees and what would happen if the Board were to hire someone who was used to whole staffs to whom he/she could delegate assignments. He said he was concerned that this individual might rely on consultants, instead. He said he hoped this person would take into consideration that there were a lot of very capable people in the community upon whom he could rely to get information to help solve problems. Mr. Deis responded said it had been made very clear to the candidates that there was not a lot of staff and that they would need to do a lot more than they might have done in the past. With respect to terms and conditions of employment, Mr. Deis said he wasn't comfortable getting into the details, but he said it had been made very clear that this was a part-time position. He said that he'd advised the Board that, for the long-term, it should assume a two-fifths position but that, in the near-term, it would be more time: It would be a issue of managing time, setting priorities, and setting goals appropriately. He noted that just meeting with people could consume all the person's time. President Sherris-Watt said there would not be a 960-hour restriction at this time.

Frank Lossy asked how far the Board had come in finding someone. Mr. Deis responded that the Board had narrowed the number of candidates down to two excellent ones. He said they still needed to perform due diligence and to go through the negotiation process. President Sherris-Watt added that the Board was very comfortable with these two choices.

Paul Dorroh asked how wide a geographical net had been cast to identify potential candidates and if there were any relocation issues involved with any of the candidates. He noted that he didn't think there would be too many small city managers, willing to roll up their sleeves, in the Bay Area. Mr. Deis responded that they had cast a statewide net – through CSDA, bay area newspapers, and an online service. Mr. Deis added that, because the position would be part-time, it limited the applicant pool to those who lived relatively close; thus, he said there would not be any relocation expenses.

President Sherris-Watt said that, in the Board's next agenda, there would be information about salaries for GM positions.

President Sherris-Watt thanked Mr. Deis, and he left the meeting at 8:45 P.M.

President Sherris-Watt asked to move to Item 10.

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10. The Board reviewed and considered for approval Resolutions 2017-09, 2017-10, and 2017-11, prepared by NBS that initiate the process of collecting the annual Park Assessment Tax.

President Sherris-Watt asked IGM/COP Hull to introduce the item and read Resolution 2017-09.

President Sherris-Watt explained that, every year, the Board needed to approve these resolutions in order to collect taxes for the park and that the tax would be increased by 3.44%, based on CPI. She noted that this would increase the per parcel tax amount from \$16.09 to \$16.65.

**MOTION: President Sherris-Watt moved, and Vice President Nottoli seconded, to approve Resolution 2017-09.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

Director Welsh suggested summarizing the remaining two resolutions, rather than reading them. Legal Counsel Ann Danforth said that the resolutions would be part of the record if President Sherris-Watt said they were.

President Sherris-Watt explained that Resolution 2017-10 authorized the Board to approve the annual report concerning the levy of assessment, as submitted by NBS, for the fiscal year commencing July 1, 2017 and ending June 30, 2018.

**MOTION: President Sherris-Watt moved, and Director Welsh seconded, that the Board adopt Resolution 2017-10.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

President Sherris-Watt explained that Resolution 2017-11 declared the Board's intention to levy and collect the assessments and said that the District would provide notice of public hearing, which would be held on Thursday June 8, 2017 and that the notice would appear in the public newspaper 10 days prior to that date.

**MOTION: President Sherris-Watt moved, and Director Hacaj seconded, to adopt Resolution 2017-11.**

**Motion passed 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

9. The Board reviewed the updated contract with Glass Associates, Inc.

President Sherris-Watt reported that the Board had received an updated contract from Glass Associates, Inc. She said that Director Hacaj would discuss changes made to the Glass Associates contract to provide architectural drawings for improvements to the Community Center.

Director Hacaj reported that the document that appeared on page 43 was a fairly standard consultancy/professional services agreement and that counsel had reviewed it. She reported that there were two exhibits attached: The first was the proposal from Glass Associates. She noted there had been some revisions to the proposal. She explained that the firm was usually hired to provide architectural drawings and construction management and that the agreement had contained a clause that said that if

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the firm was terminated any time during the process the District would assume liability for its drawings, which the Board had thought was inappropriate. She said the new language – noted in red and blue ink – addressed this issue so that the firm could not shift all liability away from itself.

President Sherris-Watt reported that Director Hacaj had worked with Judith Propp of the Public Law Group, who had been involved with the project since last fall, and with current legal counsel, Ann Danforth.

Director Hacaj explained that the other documents included were the insurance certificate and two other items that were incorporated by reference as exhibits C and D, which were on file at the District office.

President Sherris-Watt reported, as a reminder, that on January 26, 2017, the Board authorized he to execute the contract, on behalf of the District, which she said she would do. Thus, she said this was not an action item.

**MOTION: President Sherris-Watt moved, and Vice President Nottoli seconded, to adjourn the meeting.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

The meeting was adjourned at 8:55 P.M.

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Rachelle Sherris-Watt  
KPPCSD Board President

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Lynn Wolter  
District Administrator

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**Meeting Minutes for 5/11/17**

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, May 11, 2017, at 6:30 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. A Regular Meeting (Open Session) followed.

**ATTENDEES**

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Rachelle Sherris-Watt, President	Ann Danforth, District's Legal Counsel
Eileen Nottoli, Vice President	Deborah Russell, District's CPA
Sylvia Hacaj, Director	Jim Watt
Len Welsh, Director	Leonard Schwartzburd
	Karl Kruger
<u>Staff Members</u>	Gretchen Gillfillan
Rickey Hull, IGM/COP	A. Stevens Delk
Lynn Wolter, District Administrator	Pat Gillette
	Linda Lipscomb
<u>Press</u>	

President Sherris-Watt called the meeting to order at 6:33 P.M. President Sherris-Watt, Vice President Nottoli, Director Welsh, Director Hacaj, IGM/COP Hull, and District Administrator Wolter were present. President Sherris-Watt announced that Director Cordova would join not be joining the meeting because of health concerns.

**CLOSED SESSION PUBLIC COMMENTS**

None.

The Board entered into Closed Session at 6:34 P.M.

**CLOSED SESSION**

- a. Conference with legal counsel – anticipated litigation: The Board was briefed on matters involving significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2).
- b. Public Employee, employment, discipline, or dismissal: The Board was briefed on personnel matters pursuant to Government Code Section 54957(b)(1).

The Board returned to Open Session at 7:09 P.M.

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President Sherris-Watt took roll call. President Sherris-Watt, Vice President Nottoli, Director Welsh and Director Hacaj were present. President Sherris-Watt reported that Director Cordova was absent because of medical issues.

President Sherris-Watt announced there was nothing to report from the Closed Session.

### PUBLIC COMMENTS

Karl Kruger announced that the Kensington Fire Protection District's Finance Committee would be meeting on June 6<sup>th</sup> at 5:30 P.M. at the Community Center. He said that this was when the Fire District would decide what increase it would give to El Cerrito for fire service and that the Fire District Board would likely do what the Finance Committee recommended, which is what the Board had done in the past. He said that, if the community didn't want to pay any more for fire service than necessary, it should attend the meeting.

A. Stevens Delk thanked and commended IGM/COP Hull and Vice President Nottoli for their work on the dispatch and records services issues and for completing the project before the June 30<sup>th</sup> deadline. She said that going with Albany would be more costly than going with the Sheriff for dispatch and El Cerrito for records. She said that, perhaps, El Cerrito would also contract with Albany and then all three communities would be on the same wavelength.

Pat Gillette addressed the issue of transparency. She said that she continued to have concern over the lack of transparency that the Board had shown in the various decisions that impact the community and that this was unacceptable. She noted this was inconsistent with what the Directors had said at the time they'd run for office. Among the decisions she cited was who the new GM would be. She said that a hiring decision would come about soon but that the community had not had an opportunity to meet that person. Ms. Gillette said the explanation she'd received from President Sherris-Watt, when she'd asked – by email – why this was, had been that President Sherris-Watt didn't trust the community to behave in a way that wouldn't alienate those people applying for the position. Ms. Gillette said that President Sherris-Watt had cited the last round of interviews for the Chief of Police, when, in fact, she and President Sherris-Watt had been in charge of that interview process. She explained that questions for the interviewees had been taken on cards and that there had been no rancor or any inappropriate question asked during that process. She added that she knew of no one who'd been chased away by the notion of being interviewed by the public. Ms. Gillette said that, at the very least, the Board should have let the community know what the process was, who was being considered, and let the community meet that person before being hired. She noted that for four people – Director Cordova hadn't been present for about nine months – to make a decision that would impact the lives of 5,000 residents, without ever allowing the community to vet that person, was unacceptable and unprofessional.

Ms. Gillette asked what would happen, once the GM was hired:

- What the Board would do about filling the COP position?
- How the Board intended to pay the GM salary?

She said that none of this had been clarified with the community and that the community was entitled to know this.

Ms. Gillette said the community should know whether the COP position would be opened up for posting so the community could get the best possible candidate, or whether it was the intention, as had been previously expressed by the Board, to allow IGM/COP to continue without the community ever having had the opportunity to interview him, see his qualifications, or compare him to other candidates.

Ms. Gillette said that she hoped the Board members would honor their promises of transparency, as expressed during their campaigns, and that the community was entitled to openness and information about the Board's intentions.

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Ms. Gillette said that the Ad Hoc committee had spent a lot of time and energy and some community money studying various options for the reconfiguration of the District and that the Board had adopted the GM/COP split, which she said she supported. But, she said she didn't know what had happened to the other things: contracting out and consolidation. She noted there had been no discussion by the Board about whether it intended to pursue either of these options. Instead, she said the Board appeared to be positioning the community so that it ended up contracting out – even though there had been no indication from the public that it supported this. She urged the Board to have public discussion about these issues that affect its constituents. She said she continued to find it unbelievable that the Board had made no effort to disclose to the public what the timeframe was for the fifth Director to return to the Board: For the Board to continue to tell the public that there was a medical issue that prevented Director Cordova from being here and to have only four directors making decisions for 5,000 people was inappropriate and unprofessional.

Gretchen Gillfillan said that she was a 58-year resident and that, when she retired in 1995, she'd been appointed to the new park committee. She said that she'd been thrilled because she's an outdoor person and that she was very concerned that the Fire Board wanted to build a new fire station on the parkland. She said the Fire Board should consider enlarging its current building so it could get the bigger fire engines into it. She explained that the community had voted overwhelmingly to purchase the park and that it had not expected any part of it to be used for a fire station.

#### **BOARD COMMENTS**

Director Welsh thanked Pat Gillette for her comments, said the District really needed to hire a GM, and that the Board didn't have time for public vetting. He said that something needed to be said about why Ms. Cordova couldn't make it to the meetings, that it had been a very long time, and that the Board needed to get a more detailed explanation from her.

Ann Danforth said she'd been in the process of reviewing the Board's Policy and Procedures Manual and other governing documents of the District and there was one hole she proposed that she fill, sooner rather than later. She said the District had a number of code enforcement matters it needed to undertake. She added that, normally, a District would adopt an ordinance that would enable to Board to recover attorneys' fees and that there was a way to structure code enforcement to make this possible. She said this would provide a big cost savings for the District. She suggested that the Board authorize her to draft such an ordinance and bring it back to the Board. President Sherris-Watt responded that the Board would like her to do this.

President Sherris-Watt announced that the Kensington School Carnival would be held the coming weekend and that some of the District's officers would be attending. She also announced that the Friends of the Library's book sale would be held in the Community Center on the upcoming Saturday.

President Sherris-Watt announced that the next Finance Committee meeting would be held on May 24<sup>th</sup>.

#### **STAFF COMMENTS**

None.

#### **CONSENT CALENDAR**

Karl Kruger asked to pull item b, the Unaudited Profit and Loss Budget Performance Report.

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President Sherris-Watt said she had a comment about the Kensington Community Council (KCC) calendar. She said that the motion to approve the consent calendar, which included this calendar, did not indicate that the Board was approving the dates contained in the KCC calendar.

With respect to Item b, the Unaudited Profit and Loss Statement, Karl Kruger asked about Account 518 Safety Equipment. He asked how the District ended up with a negative expenditure for this account for the month of April. President Sherris-Watt read the notation: "When CPA Deborah Russell ran a report in March for this account's YTD activity, she discovered that an officer had submitted two \$1,000 requests for reimbursement: Only a \$1,000 reimbursement was permitted under the terms of the MOU. This negative entry reflects the officer's \$1,000 reimbursement to the District." Deborah Russell clarified that each officer was allowed a reimbursement for safety equipment in the amount of \$250 per year. But, she said that, if an officer didn't use the amount in any year, it could go for the length of the contract. Thus, she said one of the officers had the ability to be reimbursed \$1,000 but submitted a request twice. She said that, when she was preparing the reconciliation for safety equipment, she realized there was an error. She then requested a refund and that this was what the credit reflected.

Director Welsh said the Board had gone through a process that said the District had a legal obligation to provide all the officers' safety equipment. Given this, he asked for what safety equipment the District could be reimbursing the officers. Ms. Russell responded that this was part of the MOU and was a negotiated benefit. She said she believed the District provided the officers with the equipment they needed on the street, but if the officers want an extra gun, or something else, they could use the allowance for that. IGM/COP Hull said the allowance also was spent on boots, back-up duty guns, belts, or a vest different from the one provided by the District. Director Welsh said he wanted to go on record as saying that this made him very nervous; it was the District's legal obligation to provide, without cost to the officers, all the safety equipment the officers needed. He said that when the Board negotiated the next contract, it needed to remove this provision: The District needed to provide every single thing the officers needed for safety, cost free. He said this was the law.

Director Hacaj said the District may be providing everything its required to provide, but the officers have the ability to purchase additional things. She asked if the District was failing to provide all that's needed. IGM/COP Hull responded that the District provided everything required by law.

**MOTION: President Sherris-Watt moved, and Vice President Nottoli seconded, to accept the Consent Calendar.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

#### OLD BUSINESS

None.

#### NEW BUSINESS

7. The Board appointed a Director to negotiate a lease with the Kensington Fire Protection Board for the office and parking space at 217 Arlington Avenue.

President Sherris-Watt reported that the KPPCSD lease for space in the Public Safety Building would expire on July 1<sup>st</sup> and that the Fire Board would like to begin discussing terms.

Director Welsh suggested that President Sherris-Watt take on this responsibility. He said he thought she'd already been having discussions with the Fire Board, so it would make sense for her to continue doing so. Vice President Nottoli said she, too, supported this suggestion.



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Linda Lipscomb said that, ideally, a GM would be the person negotiating this lease. She said the Board's job was to set policy and to ensure policy was implemented by staff. She noted that it was neglectful that proper staff had not been chosen yet to do this. With respect to the lease itself, she said she urged whoever negotiated it to keep in mind that the \$1.00 per year lease should be continued. She said the taxpayer was on both ends of the deal, with money flowing from the KPPCSD to the Fire District, which was looking to purchase a Taj Mahal fire station. She said that money would then flow over to become a subsidy of Kensington's neighboring community. She said that Kensington's 5,000 taxpayers were paying approximately 30% of El Cerrito's fire budget and that El Cerrito was about five times larger in size than Kensington. She said that, on top of that, Kensington was carrying the cost of the third fire station for El Cerrito's system and that about 40% of the calls out of the station in Kensington were for El Cerrito. She said there was a larger issue – Kensington has been going along as two districts, but Kensington was one group of people... one taxpayer base. She said the ultimate solution was the consolidation of the two districts into one public safety and welfare district, with a single revenue stream. She added that, for a number of years there had been an "internecine warfare," in which the Fire District had its funds and the KPPCSD had its funds, and "never the twain shall meet." She said that the taxpayer got lost in this and inequities arose. She said that, if the Board was going to renegotiate the lease for the police department, it should continue to favor the citizens of Kensington and the \$1.00 per year rate should continue because Kensington taxpayers were on both sides.

**MOTION: Director Welsh moved, and Vice President Nottoli seconded, to appoint President Sherris-Watt to negotiate the lease with the Kensington Fire Protection District for office and parking space at 217 Arlington Avenue.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

8. The Board reviewed a contract between the District and Interim GM/COP Rickey Hull for a contract appointment from May 18 – June 30, 2017.

President Sherris-Watt said a revised agreement had been posted. She extended apologies on behalf of herself and PLG. The changes that had been made were:

- Item 1 - The agreement had referred to IGM/COP Hull as Master Sergeant and now referred to him by his current title.
- Item 5 – KPPCSD had not recently hired a new GM: It was in the process of doing so.

Pat Gillette said she understood that this agreement would be extended until the end of June, and she asked what the plan would be at the end of June. She asked if someone would please answer the question instead of "staring into space." President Sherris-Watt responded that, at the last meeting, Bob Deis had come and spoken about the Board's process and GM candidates. She said the Board was in negotiations with its selected candidates, whom she said the Board would like to present at an upcoming meeting. She added that the Board hoped to bring the GM into the District on June 12<sup>th</sup>. Therefore, the Board was extending IGM/COP Hull's contract through the end of the fiscal year so the Board would have flexibility. Upon the hire of the GM, she said IGM/COP Hull would no longer serve in the GM capacity. She added that this negotiation had been conducted with the District's employment attorney, John Holtzman. She said the Board would then present a new contract for a COP or an ICOP. Director Welsh said he wanted to add that it was his understanding that, once the new GM was on board, the Board would work with that person to get the best advice about how to proceed on the COP issue – whether that meant extending IGM/COP Hull or conducting a search for a someone new, through a competitive application process.

Ms. Gillette asked if it was possible that there would not be an open process for the selection of the COP. She asked if this would be left to the GM to decide or if the Board would make the decision. She said this would leave only two weeks to make a decision about the COP position, and she asked, again,

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what the plan was. Director Welsh said his vision was that the current contract extension would run out about two weeks after the Board hired the GM. The Board would then have to do another interim contract to extend COP Hull while the Board works with the new GM to figure out what the process would be for a new COP. He said he wanted to hear comments from the community about what process should be followed.

Ms. Gillette asked if the Board had done any evaluation of IGM/COP Hull's performance during this period of time that he'd been in his current position. She asked if there would be any type of evaluation before the Board renewed his contract for any period of time. She said this would be the right thing to do for the police officers, the people who work in the police department, and for the community – especially given that IGM/COP Hull had never been properly vetted.

President Sherris-Watt said she disagreed with Ms. Gillette's "properly vetted" comment: She believed that 19 years on Kensington's force was proper vetting. She said the Board was always in the process of evaluating its employees. She said that what she believed was that the Board would be making decisions, in terms of staffing, for every role in conjunction with the GM. She said that the Board would consider what it needed to do and that, by law, the Board was not required to have a COP, but was required to have a GM. But, she said, for ease of operations the Board did need leadership and direction for the police department. She said she had been very impressed with IGM/COP Hull's performance during his tenure in this role: He stepped in when the District was in a lot of tumult, he had ably guided the District through the dispatch issue, which, based on what had happened to El Cerrito, could have been dire for KPPCSD. She said she looked forward to bringing more innovation. Vice President Nottoli added that, during the time she'd worked with IGM/COP Hull, she'd been impressed by his work attitude. She said he'd made himself available and had run a department that was short three officers: It was commendable that the department had been as successful as it had been, with a skeleton crew. She noted that IGM/COP Hull was well regarded by various Chiefs of Police in the area: They'd complimented him when she and he had gone to dispatch meetings. She also said that Fire Chief Lance Maples had commented that IGM/COP Hull had spent more time in the fire chief's office than IGM/COP Hull's two predecessors, combined. She said it was important to have good relationships with the community's nearby communities regarding policing because of the departments' interdependence. Vice President Nottoli concluded by saying that IGM/COP Hull had done an admirable job.

Director Hacaj said the KPPCSD's most important position was the GM, based on the duties and responsibilities. Thus, she said it would be a period of transition for the entire community to have a GM with a separate and distinct role, including direct operational oversight of the police department. She said this would require a recalibration of the Board's role – it should be in a policy-making role, rather than an operational one. She said she expected this transition to last several months, while the GM got up to speed. She concluded by saying that this was how the Board should proceed with respect to items related to the leadership of the police department.

Leonard Schwartzburd commented on the gentleman who'd been at the last meeting and assisted the Board – Bob Dies, and asked Ms. Gillette if she was assured by this man, as he, himself, had been impressed by Mr. Deis' professionalism and demeanor. Dr. Schwartzburd said he felt that the Board had brought in a good person to help recruit someone and that the community would get someone good out of the process. He said Mr. Deis was "quite a guy," and the Board had done a good thing by bringing him in. Ms. Gillette responded that Mr. Deis was not the candidate. Dr. Schwartzburd said he thought Mr. Deis would recruit good people.

**MOTION: Director Welsh moved, and Director Hacaj seconded, that the Board adopt the first amendment to the Interim General Manager/Chief of Police employment agreement, as posted in the Board agenda.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

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President Sherris-Watt thanked IGM/COP Hull for agreeing to fulfill this role a little longer.

9. The Board reviewed the "Financial Statements and Independent Auditor's Report for the Fiscal Year Ending June 30, 2016"

President Sherris-Watt introduced the item, saying the report had been prepared by Lamorena and Chang. She said that, at the April 26, 2017 Finance Committee meeting, the Finance Committee had approved the audit and recommended that the Board do so as well.

A. Stevens Delk noted that, on the auditor's report, Account 448 Franchise Fees the auditor had reported \$59,559, but on KPPCSD's Unaudited Profit and Loss Statement for the end of the year, the amount shown was \$92,717. She said the \$33,000 difference was because of the Franchise Fee that needed to be paid to Contra Costa County. She explained that this was something new, because the District had entered into a new contract with Bay View Refuse. She said that Bay View used to pay 2% of gross receipts to the District and 3% to the County. Now, she said all the franchise fees came to the District and the District then paid the 3% to the County. She said she wasn't an accountant but that the franchise fees being paid to the County should be set up in an expense account, rather than being reported as an expense made out of a revenue account, which had been reported as contra-revenue in the footnotes of the Unaudited Profit and Loss Statement. She said the community should know how much money had been received from Bay View and how much had been sent to the County. She said this would resolve the difference between what the District reported on its Profit and Loss Report and what the auditor reported in the audit.

Deborah Russell, the District's CPA, responded that she didn't prepare the Unaudited Profit and Loss Report: It came from staff. She said that contra-revenue was a real thing and that she would revise the District's accounts for the new fiscal year, showing subaccounts for gross franchise fee revenue and the fees being paid to the County. She explained that contra-revenue was a revenue expense and was meant to be in the revenue section. She said she believed she could make this clearer for everyone. She explained that the reason there had been such a big adjustment at the end of the fiscal year was that this revenue and expense process was new and that she had been having difficulty getting a revenue estimate from Bay View – she noted that this was still a problem, but the District needed to accrue both the receivable for the revenue and the amount to be paid. She said there was now an attempt to clear this out each month. Vice President Nottoli responded that this depended on when the revenue had been received – some checks had been received on the last day of the month. Ms. Russell noted that some of the revenue was lagging. Thus, she said that, at year-end, the District might not receive fiscal year 2016-17 revenue until September of 2017. She said she would accrue this to be in the proper fiscal year, but it wouldn't hit cash at that time. Director Welsh said that, bottom line, the District hadn't done anything wrong.

**MOTION: President Sherris-Watt moved, and Director Welsh seconded, that the Board accept the Independent Auditor's Report for the Fiscal Year Ending June 30, 2016, as prepared by Lamorena and Chang.**

**Motion passed: 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj    NOES:    ABSENT: Cordova**

President Sherris-Watt reported that Steven Chang had appeared at the Finance Committee meeting to discuss the independent auditor's report.

10. Review of the Budget of the Fiscal Year 2017-18. Board reviewed and discussed line items in the Budget.

President Sherris-Watt reported that this was the first reading of the budget for the fiscal year 2017-18.

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She asked IGM/COP Hull to review the document. IGM/COP Hull said he didn't have anything specific to say about this budget, he had requested that CPA Deborah Russell attend the meeting, in case there were any concerns.

Jim Watt said he was surprised the budget had come to the Board at this time because he thought the process was one of the Finance Committee approving the budget before it came to the Board. He said the Finance Committee had met to discuss this on two occasions, and the revisions from the last meeting were contained in the packet. He said that there were some important numbers that needed discussion and that these hadn't been discussed at the Finance Committee meeting. He directed everyone's attention to the cash carryover amount for the fiscal year 2016-17 and said that this amount was \$1,829,958. He said this number was supposed to represent the total amount of money the District should have in reserves at the end of fiscal year 2017. He said that, in the audit, this amount for the prior fiscal year had been \$1,801,000. Thus, he said, the cash carryover had increased by approximately \$28,000, based on the audited results. He said he thought this understated the amount that would actually be carried forward. At the Finance Committee meeting he'd passed around a spreadsheet that showed his estimate of how much money would remain at the end of the year and that it was \$171,000. He said that, if the District had increased its cash amount by \$171,000 then the year-end cash carryover would be \$1,972,000, instead of \$1,829,958. He said this was relevant because there were going to be a lot of expenditures coming up, and the District needed to know how deeply it could dig into that reserve account.

Ms. Russell said the cash carryover was not the same thing as fund balance, but it should be something close. She said that, although Mr. Watt thought there should be a bigger increase, she wanted to bring everyone's attention to the next line, which read "Add back large prepaid RIMS software." She noted that, when she set up the budget, she'd used February numbers, so she'd estimated, based on what the District normally spent in a month, and, in June she allowed for any additional known items. She noted that one of the big items was about \$140,000 that the District would be spending on RIMS software and that this would be a pre-paid expense and, therefore, would not be recorded as an expense until 2017-18. She noted this expense would decrease cash. And, not to be misleading, she'd added it back because it's shown among the expenses, though it will already have been paid for out of cash – so she didn't want to duplicate the loss of cash.

Vice President Nottoli noted that the franchise fees were restricted and so asked if this included that amount. Mr. Watt responded in the affirmative. She said it was important to understand what amount of the cash was really available. Ms. Russell said there had been a discussion at the Finance Committee meeting about this reserved money and that the restricted items were summarized below the cash carryover line and that these restricted items were annotated. Thus, she said, all the money in the cash carryover was not truly available. President Sherris-Watt said the Finance Committee had had a discussion about sources of revenue, such as COPS grant money and Measure G revenue that could be spent only on certain things. She said she and Rob Firmin agreed to meet to and develop a logical way to present information.

Mr. Watt said the next item he wanted to discuss was the capital account for automobiles in the amount of \$101,000 or \$128,000, depending on which report one looked at. He said that this account had been established quite some time ago and that he wanted it to be put back into the general fund. Ms. Russell responded that the \$128,000 was cash and investments, with the \$101,000 portion representing the investment portion. She said the District was not required to have a capital fund and that it had had almost no activity. She added that it had been set up so that a car could be purchased from it every year, but this hadn't happened for a long time. She said she believed that, by a vote of the Board, the Board could cancel this capital fund and just have on one fund: The general fund. Mr. Watt said he hoped the Board would take this change under advisement because it would make the general fund appear larger. Ms. Russell responded that this cash was included but was shown as committed.

Mr. Watt said there had been a number of people in the community who had expressed concerns that the KPPCSD had not adequately planned for the renovation of the Community Center. He said a ballpark

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estimate of what it would cost and from where the funds would come needed to be identified so the reserves could be set aside for the work. He said it was hoped that Director Hacaj would provide an outline of this by the Finance Committee's next meeting, so that the needed committee funds could be set aside. He said that currently \$150,000 was committed and that, for the upcoming fiscal year \$250,000 had been budgeted – for a total of \$400,000 currently committed. But, he said the building renovation was going to cost more than this.

Mr. Watt concluded by saying that the amount of money that would remain in reserves, even after increasing the amount of money for the Community Center, would possibly remain above \$1,000,000, which he said was a comfortable amount.

Director Hacaj reminded everyone that there was also WW Grant money available, in the amount of \$158,000, that could be applied toward the building.

Linda Lipscomb said that, when she had been on the KPPCSD Board and doing work on the Bay View solid waste contract, there had been discussions about the limitations on the use of the franchise fees. She said she'd been a proponent of allocating the fees for staff time, attorney time, and other aspects of the use of District facilities that go toward solid waste disposal in order to put the fees to good use. She suggested that this might be a matter for counsel to dig into to determine what might be reasonable. Vice President Nottoli said she had sent an email to legal counsel, Ann Danforth, that afternoon. Vice President Nottoli that said David Spath had talked about this, too, and that, once the District determines how much it would need for an RFP and new attorney negotiations, the District might be able to reduce the franchise fee. She added that something toward which she'd like to put the money was the removal of debris from the Community Center during the renovation project. She noted that, under the Franchise Agreement, Bay View had the exclusive right to all debris. Director Hacaj said she'd looked into this, and debris removal would not be a significant amount of money – perhaps about \$10,000. Vice President Nottoli suggested that debris removal from the Public Safety Building might also be an option.

Jim Watt said that, because the Board had asked the attorney to take a look at this, he would forward to them an email he'd received from former GM/COP Harman about three years ago. Mr. Watt had posed this very question, and former GM/COP Harman had said that legal counsel had said the franchise fees could be used for the purpose for which it had been intended: Garbage collection. Vice President Nottoli responded that this had been a Hanson Bridgett memo, she had contacted Hanson Bridgett for a copy of this memo, and that Hanson Bridgett had said that, if they located the memo, they would forward it. She concluded by saying the Board had competent legal counsel and would take a look at this.

Karl Kruger said he had two problems with the budget, both of which he'd expressed at the Finance Committee meetings. He said there had been no vote by the Finance Committee but, if there had been, he would not have voted for it. He said he would not vote for a budget that authorized more than one dollar in rent to the fire department. The Public Safety Building belonged to the community and did not belong to the fire department. He noted that the Fire District did not pay rent when it came to the Community Center.

Mr. Kruger said the community had discussed hiring a part-time GM but had never talked about creating an eleventh position, not including the non-sworn employees. He said the community's population had not increased, nor had it added any buildings. He questioned how an eleventh position could be justified. He clarified that there were ten positions identified on the police officer spreadsheet and for Account 502 and an eleventh position in Account 808. However, he said that if the Board brought in a part-time GM, who would have operational responsibilities and could make the argument for an additional position, then he would be willing to listen. Director Welsh responded that this would be an appropriate task to assign the new GM, adding that this was the kind of analysis that was needed.

Ms. Russell noted there had been a change from the budget version that had been reviewed by the Finance Committee – Account 865 Building Lease had been changed to \$1.00. President Sherris-Watt

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confirmed that this was what the Finance Committee had agreed to but was not what had been negotiated.

President Sherris-Watt asked IGM/COP Hull to discuss the officer position. He reported there were 10 officer positions, so he didn't understand from where the assumption about the 11<sup>th</sup> officer position had come. Director Welsh responded that it was the GM.

President Sherris-Watt said that the Board should decide whether or not to vacate the capital account, and noted that the last vehicle purchased had not come from this fund: It had come from the General Fund. Director Welsh noted it would be good to know what the yearly car replacement cost would be. Ms. Russell said that, as long as she'd been with the District, the purchases had always been made out of the General Fund, never out of this capital fund. She suggested that, if the Board vacated this fund that it consider vacating the whole capital fund, including the \$28,000, to simplify the accounting. Board consensus was to vacate the whole capital fund, both the \$28,000 and the \$101,000. Director Welsh said he wanted to have a line item, or something, to indicate the average annual cost for replacing vehicles. President Sherris-Watt suggested doing what the Fire District does: Apportion money and set it aside in advance if purchasing a new vehicle.

**MOTION: President Sherris-Watt moved, and Director Hacaj seconded, to adjourn.  
Motion passed 4 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj      NOES:      ABSENT: Cordova**

The meeting was adjourned at 9:02 P.M.

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Rachelle Sherris-Watt  
KPPCSD Board President

Lynn Wolter  
District Administrator

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### Meeting Minutes for 5/25/17

A Closed Session of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, May 25, 2017, at 6:30 P.M., at the Community Center, 59 Arlington Ave., Kensington, California.

#### ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Rachelle Sherris-Watt, President	Ann Danforth, District's Legal Counsel
Sylvia Hacaj, Director	
Len Welsh, Director	
<u>Staff Members</u>	
Rickey Hull, IGM/COP	
<u>Press</u>	

President Sherris-Watt called the meeting to order. President Sherris-Watt, Director Welsh, Director Hacaj, and IGM/COP Hull were present. President Sherris-Watt announced that Vice President Nottoli was traveling and would not be joining the meeting and that Director Cordova might be joining the Closed Session from Italy.

#### CLOSED SESSION PUBLIC COMMENTS

None.

The Board entered into Closed Session.

#### CLOSED SESSION

- a. Conference with legal counsel – anticipated litigation: The Board was briefed on matters involving significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2).
- b. Public Employee, employment, discipline, or dismissal: The Board was briefed on personnel matters pursuant to Government Code Section 54957(b)(1).

The Board returned to Open Session.

President Sherris-Watt reported that Director Welsh had had to leave.



*These are draft minutes. Once approved by the Board, the minutes will be posted on the District website, under the dropdown menu "Approved Minutes."*

President Sherris-Watt and Director Hacaj were present.

President Sherris-Watt announced there was nothing to report from the Closed Session.

The meeting was adjourned at 8:25 P.M.

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Rachelle Sherris-Watt  
KPPCSD Board President

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Lynn Wolter  
District Administrator

## Lynn Wolter

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**From:** Charles Toombs <cet@mcinerney-dillon.com>  
**Sent:** Monday, June 05, 2017 10:00 AM  
**To:** Lynn Wolter  
**Subject:** District Finances-a public comment for the June 8, 2017 Board Meeting

Dear Lynn:

Following is an article that I published in the April 2017 Outlook regarding Kensington finances. I understand that the Board will entertain comments on a proposed budget for 2017-2018 and I wish to put this before the Board as a public correspondence. Can you please insure that this is put in with other public correspondences in the upcoming agenda packet for this Thursday's meeting. I apologize for this late delivery.

Separately I note one fact that has changed. When I prepared these remarks, I noted that the Board intended to hire a new GM for around \$10,000 to \$20,000 and that it would reduce IGM COP Hull's salary by this amount-this was based on its thinking that the GM portion of Mr. Hull's job only consumed upwards of 20% of his time and salary. However the Board now has decided to hire a new GM at a salary of around \$100,000, reflecting an almost five-fold increase in salary while we are still understaffed with street cops. How did it decide to go from the approximately \$20,000 salary all the way to \$100,000? And what will it do about the number of cops on patrol?

I think the Board needs to explain just what its thinking is here-I am baffled by the math and do not understand, as I am sure others in the community must also be. And I am seriously troubled by the fact that the number of street cops is way below our current recommended complement with no sign of increase. Can our Board afford to gamble with public safety like this without involving the citizens in a robust debate on these issues?

Thanks,

Chuck Toombs

### April 2017 Outlook Guest Column

The KPPCSD board has committed to spend upwards of \$1 million for vitally necessary improvements to our Community Center. The architect that the board has selected projects total construction costs of \$850,000 or more, and the district is currently negotiating a separate architectural services agreement for \$150,000 fee with that architect. However, the district has only about half the funds necessary for this work. Is it prudent to begin construction and to enter into a \$150,000 fee agreement with the architects without realistically thinking about how the district will fund the entire capital improvement?

Board President Rachelle Sherris-Watt said at the January 26, 2017 board meeting that the district has \$207,000 in cash set aside for the project plus \$158,000 from Measure WW funds. She suggested that the board would ask that funds from future budgets be used to pay the current building costs, and that the reserves might also be available.

The district actually has \$526,000 towards construction costs, with \$368,000 previously budgeted by last year's board, and access to an additional \$158,000 in Measure WW funds to reimburse the district for actual costs, provided the project is completed by December 2018. The district is short approximately \$500,000.

In 2014, the Kensington Community Council agreed to contribute \$250,000 towards construction costs if the Measure L park bond passed; likewise the Kensington Improvement Club agreed to fund \$10,000, the Kensington Fire

Protection District agreed to pledge \$10,000, and the Kensington Property Owners Association agreed to make an equally robust contribution.

Measure L did not pass, and KCC has not currently agreed to contribute \$250,000—instead it has committed \$32,000, consisting of \$16,000 in community donations and matching grants of \$16,000. KCC President Anne Forrest stated that while KCC is willing to work with the board to help fund any retrofit and remodel, KCC wants to examine the final design before committing any funds. And the other pledges, if still available, are not enough.

It appears that that Ms. Sherris-Watt and her board may borrow from current reserves to pay for Community Center reconstruction and then hopefully repay those loans, if at all, with funds from proposed future budget savings. Aren't we counting our chickens before they hatch? Are there enough savings we can wring out of our current and future budget to pay for this construction without damaging necessary services and projects? For example, current police ranks have declined from 9 officers and one IGM/COP to 5 officers and one IGM/COP. While this measure has generated savings, it has also broken a compact with the community on promised levels of service, all without public debate. Can we afford to gamble with public safety this way without the public's consent?

The board is also facing other critical expenses that strongly suggest district reserves should remain untouched. For example, the district may need to make increased contributions to CalPERS to fund mandatory pension obligations due to declining investment returns whether it contracts out or not. And the board will have to provide an unknown amount to house the police during the Public Safety Building's renovation or new construction as well as likely pay increased rental when the police return to a new Public Safety Building. Has the district considered these other costs as it eyes its reserves and future revenues for construction expenses?

Moreover, is the board truly looking for savings everywhere? Consider these actions: The current board gave former Master Sergeant Rickey Hull a promotion to IGM/COP with a raise to \$142,000, similar to the salary paid the prior IGM/COP. Finance committee member Jim Watt publicly stated that the district will spend at least \$250,000 in total CalPERS pension costs on this raise. Yet this board walked away from significant savings by not rehiring former IGM/COP Kevin Hart at a flat hourly rate, with NO health or pension benefit costs.

Without much public debate, the board also decided to hire a separate part-time GM at \$10,000 to \$20,000 a year to supervise district operations, working an average of 2 days a week—is this realistic?

I provided Sherris-Watt and her team with material from the CSDA Finance Corporation in early 2016 describing available public financing alternatives. Yet Sherris-Watt stated in the January 26, 2017 meeting that she would do everything in her power not to ask for a bond. Public financing may be the best way to pay for necessary repairs to the Community Center while still preserving vital programs and services.

Our board must think realistically about how it will fund major capital improvements and still provide acceptable levels of public service before it commits to these capital costs. Surely vital capital costs and police and public services are equally important and both deserve our full support. And perhaps we all need to ask what kind of community we want and how much we are willing to pay for it!

—  
Charles E. Toombs  
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## **Lynn Wolter**

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**From:** Jim Watt <jandiwatt@sbcglobal.net>  
**Sent:** Saturday, June 03, 2017 11:26 AM  
**To:** Rachelle Sherris-Watt; Eileen Nottoli; Len Welsh; Sylvia Hacaj; Vanessa Cordova  
**Cc:** Rickey L. Hull; Lynn Wolter  
**Subject:** 2017/18 budget  
**Attachments:** Balances.xlsx; KPPCSD May 2017 Jim Tbl.docx

Dear Directors,

Please include this e-mail and attachments in the Board packet for the meeting on June 8, 2017. I believe it is important that you and the public have as much information as possible to make the right decisions concerning the proposed 2017/18 budget. These are the three areas that should be the focus of your concern.

### **1. The District's Current Financial Health**

The attached Table 1 provides a snapshot look at the financial health of the District for the fiscal years ending 2014 to 2018 (years 2017 and 2018 are estimates from the budgets for those years). This data indicates the District had positive balances for years ending 2015, 16 & 17, but that this balance will turn negative in 2018 due to a variety of factors. The 2017/18 budget also includes setting aside an additional \$232,000 to upgrade the Community Center. This will bring the District's total committed funds to \$600,000 for this upgrade, and will drop the District's remaining unrestricted balance from about \$1.4 million to \$1.1 million in 2018. Since it would be prudent to maintain a minimum unrestricted balance of about \$800,000 for day-to-day operations and emergencies, this still leaves \$300,000 available for future contingencies.

### **2. Long-term Concerns**

The potential concerns beyond 2018 include: cost overruns for the Community Center, relocation and rental increases for the Public Safety building, escalating officer benefit costs and a possible reduction in property tax revenue. The degree of these impacts could vary significantly. Consider the following:

**Community Center** – A number of interested parties would like to see additional amenities added to this building over those required for seismic and ADA compliance. These modifications could add to the final cost, requiring more funds from the District.

**Public Safety building** – This could be a major cost to the District, and the District needs to take a more active role in assessing these costs, with particular emphasis on the size of the replacement facility, as this will greatly impact District costs.

**Personnel costs** – In the 5-year period from 2013 to proposed 2018 benefit costs plus workers compensation have increased by 55%, or about 10% per year, versus a 6% annual increase in tax revenues. If these trends continue, the possibility of a budget surplus in the future will be very unlikely.

**Revenue growth** – The District has enjoyed 5 years of very strong increases in property taxes, thanks to rising real estate values that have grown much faster than wage growth and/or inflation. History shows that this sort of increase is not sustainable over the longer term, and the District should budget accordingly.

### **3. Organizational Structure**

In 1994, the number of authorized sworn officers, including the chief, was reduced to 8 due to budget shortfalls, increasing to 10 officers two years later when more revenue became available. As shown in Table 2, the number of actual officers available for duty in the last 5 years has often been 9 or less, and in the last two years the District has operated without the services of 2 to 3 officers who were either on disability or administrative leave. Table 2 indicates that during this time frame, the District has experienced no negative consequences in terms of more serious crimes or automobile accidents. Table 3 shows that Kensington operates with a higher level of sworn officers per 1,000 population than other nearby communities and also has one of the lowest rates of violent and property crimes. This data suggest it is time to rethink staffing levels for the department.

### **RECOMMENDED COURSE OF ACTION**

Since the District will be hiring a General Manager at an estimated annual cost of \$100,000, the District needs to consider ways to reduce personnel costs to offset this extra expense. Given that the COP will now be able to focus on police operations this should allow the COP more time for actual police work, to include patrol activities.

While the ad hoc committee recommended bifurcation, it was with the caveat that the costs of doing so be addressed, since the extra cost of having a separate GM position will be an important factor in budget considerations for 2018 and the years beyond. Offsetting these costs can be achieved if the Board modifies the 17/18 budget to eliminate the addition of a 10<sup>th</sup> sworn police officer. Eliminating this position will save the District about \$125,000 in officer related costs for 2018, and, over the next 5 years, potential savings of up to \$700,000.

**Now is the time for the Board to show it is serious about prudent financial management. I strongly urge you to approve this budget with the provision that the hiring of a 10<sup>th</sup> officer on 7/1/2017, as shown on the Officers' Salaries worksheet, be eliminated, and the budget numbers be rerun to reflect this change. If staffing levels need to increase at a later date due to unforeseen circumstances, the reasons for adding another officer can be addressed at that time.**

**Jim Watt  
June 3, 2017**

**TABLE 1**  
**TREND IN NET INCOME AND FUND BALANCES**

CATEGORY	Est. 17/18	Est. 16/17	Act. 15/16	Act. 14/15	Act. 13/14	Act. 12/13
Revenue (000)	\$3,420	\$3,244	\$3,134	\$3,016	\$2,749	\$2,555
Expenditures (000)	\$3,500	\$3,094	\$2,897	\$2,873	\$2,986	\$2,660
<b>Net inc/loss (000)</b>	<b>\$80</b>	<b>\$150</b>	<b>\$247</b>	<b>\$143</b>	<b>\$237</b>	<b>\$105</b>
<b>Fund Balances (000)</b>						
Non-spend-bond/other	173	163	132	67	106	89
Restricted - Bay View	149	88	74	-24	-17	23
Committed - CC bldg.	350	150	0	0	0	0
Assigned - CC bldg	0	118	218	242	242	300
Assigned- Station reloc.	50	50	0	0	0	0
committed - vehicles	20	0	0	0	0	0
Unassigned	<b>1,001</b>	<b>1,254</b>	<b>1,249</b>	<b>1,141</b>	<b>963</b>	<b>1,111</b>
Total Fund Balance	1,743	1,823	1,673	1,426	1,293	1,522
Add Back - Auto Capital	128	128	128	128	128	127
<b>Total New Unassigned</b>	<b>1,129</b>	<b>1,453</b>	<b>1,377</b>	<b>1,269</b>	<b>1,091</b>	<b>1,238</b>

**NOTE:** The following are the major line item changes to the proposed 17/18 budget.

**Revenue Changes:** 404 Measure G \$448k; 416 COPS grant \$100k; West Net revenue \$143k

**Expenditure changes;** None



**Fund Balance Changes: Community Center Upgrade \$350,000**

Table 2

**KENSINGTON CRIME STATISTICS — 2011-2016**

	2011	2012	2013	2014	2015	2016
Part 1 Crimes <sup>1</sup>						
Violent Crimes	3	4	5	2	1	4
Property Crimes	96	86	85	46	87	56
Traffic Accidents <sup>2</sup>	21	31	45	38	53	22
Available Sworn Officers <sup>3</sup>	9.0	9.1	10.0	10.0	8.3	7.5
Reserve Officers <sup>3</sup>	3	2	2	3	1	0

1. Part 1 crimes are serious offenses consisting of violent crimes (homicide, rape, robbery, aggravated assault) and property crimes (burglary, larceny theft, vehicle theft, arson). Part 2 crimes (not shown here) are less serious crimes. Data comes from the FBI Uniform Crimes Reporting data base as submitted by KPD.

2. Traffic accidents are from monthly reports by KPD.

3. Number of sworn officers (incl. Chief) are from KPD monthly reports adjusted for full year for officers not on regular duty because of light duty, workers comp, administrative leave, or periods where officers leaving the department were not replaced. For example, in 2015 Martinez was on WC the entire year, Wilkens went on light duty in Sept, Armanino outed 2 months after Turner left and Stegman went on light duty in November. Total officers unavailable 1 yr 8 mos. The number of reserve officers are as of Dec of each year.

Table 3

**KENSINGTON COMPARED TO ADJACENT CITIES – 2015**

	Population	Violent Crimes		Property Crimes		Sworn Officers	
		#	#/1000 pop.	#	#/1000 pop.	#	#/1000 pop.
Kensington	5,271	1	0.2	87	16.5	10	1.9
Albany	19,723	34	1.7	605	30.6	23	1.2
El Cerrito	24,842	97	3.9	1,231	49.6	40	1.6
Berkeley	120,387	530	4.4	5,906	40.8	172	1.4
Orinda	19,311	5	0.3	229	11.9	14	0.7

Sources: FBI Uniform Crime Reporting for 2015 and city web sites.

**KPPCSD**  
**Transaction Detail By Account**  
 July 2016 through May 2017

Date	Num	Name	Memo	Split	Amount
<b>440 · District Activities Revenue</b>					
<b>448 · Franchise Fees</b>					
07/20/2016	0271		Bay View Ref...	112 · General ...	4,200.05
07/20/2016	CAS...	KPPCSD	TO REVERS...	141 · Account...	-4,200.05
08/23/2016	0290		Bay View Ref...	112 · General ...	2,742.50
09/20/2016	0308		Bay View Ref...	112 · General ...	2,719.98
09/30/2016	17488	CCC Community D...	VOID:	112 · General ...	0.00
10/26/2016	0332		Bay View Ref...	112 · General ...	22,171.39
11/28/2016	0359		Bay View Ref...	112 · General ...	3,422.25
12/29/2016	0377		Bay View Ref...	112 · General ...	2,933.58
01/25/2017	0408		December 20...	112 · General ...	2,605.16
02/24/2017	0435		Bay View Ref...	112 · General ...	21,681.64
03/15/2017	0454		Bay View Ref...	112 · General ...	3,895.48
04/14/2017	17909	CCC Community D...	3% Franchis ...	112 · General ...	-1,374.23
04/24/2017	0479		Bay View Ref...	112 · General ...	3,206.54
04/28/2017	17938	CCC Community D...	3% Franchis...	112 · General ...	-10,961.62
05/16/2017	0496		Bay View Ref...	112 · General ...	47.00
05/16/2017	0497		Bay View Ref...	112 · General ...	2,133.99
05/30/2017	17977	CCC Community D...	3% Franchis...	112 · General ...	-914.56
05/30/2017	17983	CCC Community D...	3% Franchis...	112 · General ...	-9,502.02
05/30/2017	17983	CCC Community D...	3% Franchis...	112 · General ...	-1,466.68
05/30/2017	17983	CCC Community D...	3% Franchis...	112 · General ...	-1,257.25
05/30/2017	17983	CCC Community D...	3% Franchis...	112 · General ...	-1,116.49
Total 448 · Franchise Fees					40,966.66
Total 440 · District Activities Revenue					40,966.66
<b>TOTAL</b>					<b>40,966.66</b>

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Office Report prepared by Marty Westby, Administrator  
Kensington Community Council Board Meeting  
June 6, 2016

### **KCC Summer Day Camp**

KCC Summer Day Camp on-line registration continues. The online registration system is running smoothly, and families are enrolling as they firm up their summer plans. As of May 27<sup>th</sup>, 420 spaces are filled; camp is 65% filled. Enrollments are slightly lowered compared to June 2015 but summer is just coming alive with the end of the academic school year quickly approaching, June 8<sup>th</sup>. Already, this year's camp Week 1 and Week 10 are filled. KCC Camp runs for 10 weeks. Last day of summer camp is Friday August 19<sup>th</sup> with school starting on Monday, August 22<sup>nd</sup>.

Camp counselor candidates were interviewed and eleven selected to become the 2016 counselor team! A number of counselors are alumni from Kensington Elementary School and past KCC camp campers. Ethan Houser is returning as Camp Director and Heather Bates returning as Head Counselor. Camp staffing is complete.

Counselor Orientation is Sunday, June 12<sup>th</sup> and camp starts Monday, June 13<sup>th</sup>.

### **KASEP**

KASEP Spring session ended Friday, May 27<sup>th</sup>. Oversight Committee meeting was held May 18<sup>th</sup>; we discussed implications for full day Kindergarten, class evaluations and planning for FALL session.

FALL KASEP registration is scheduled for Tuesday, September 6<sup>th</sup> and the first day of KASEP classes will be Monday September 19<sup>th</sup>.

It is confirmed Hilltop Elementary School's Kindergarten, starting fall 2016, will be an all-day kinder, starting at 8:15am and ending at 1:30pm. This impacts current KASEP kinder classes. KCC will offer kinder classes in the fall; the timing is under review with a decision and a plan going forward no later than the end of June.

### **KCC Classes and Events:**

Jazzercise class taught by Kevin Knickerbocker, Monday through Friday mornings, 8:15am – 9:15 continues throughout the summer months. Body Sculpting, Tuesday and Thursdays from 9:15 – 10:15am, also taught by Kevin, is an ongoing class and will continue through the summer months. Both classes are taught at the community center.

### **KCC Administrative:**

KCC Summer Solstice Family Event is scheduled for Sunday, June 19h. KCC Circus Arts instructor, Kristen Parks, will perform her Glow Show with LED hula hoops, juggling all A-glow! Gina Ortiz will offer artful children's face painting. This is a free family event, community center, starts at 6:00pm.

## GENERAL MANAGER'S REPORT

May 2017

KPD non-sworn personnel will receive a COLA adjustment of 3.1% in the 2017/18 budget.

The District will start using Streamline to host our website in June 2017. Streamline is a website management system designed for local government. It will also simplify the process of uploading information on the website thus eliminating a third party for postings. Streamline has state and federal statues incorporated into its program to ensure the District is complying with both established and changing laws.

One individual has completed the background process and will be interviewed and considered by the Kensington Police Department as a reserve officer. The reserve officer is a non-paid position which requires a minimum number of hours worked per month. There are two other individuals with background checks in process for Kensington reserve positions.

The District received \$143,000 from the dissolution of the West-NET enforcement team as part of an equal share for all participating agencies in June 2017. In January 2016, the District received \$18,525 from West-NET as a reimbursement. West-NET consisted of law enforcement agencies from West Contra Costa County that was tasked with illegal narcotic activity. Traditionally, the District contributed money instead of manpower to this organization. Prior to WESTNET closing down, two officers from KPD participated in their operations on a part-time basis.

The District has several major projects that will impact the 2017/18 budget:

1. The transition from the Richmond Police Department Dispatch to the Albany Police Department Dispatch.
2. The Community Center will need upgrades for seismic and ADA compliance.
3. The Public Safety Building will need to be upgraded for seismic compliance. Temporary housing may need to be established for the police department while the building, at 217 Arlington Ave., is being renovated.

## MAY 2017 WATCH COMMANDER MONTHLY REPORT

### IGM/COP Hull

#### TEAM #1 & #2 STATISTICS

#### IGM/COP Hull (K17) – (1000-1800)

Officer:	Hui (K42) (0600-1600)	Hull (K17) (1000-1800)	Barrow(K26) (1800-0600)
Days Worked	00	00	21
Traffic Stops	00	00	05
Moving Citations	00	00	00
Parking Citations	00	00	01
Vacation/Security Checks	00	00	01
Cases	00	00	00
Arrests	00	00	00
Traffic Accident Reports	00	00	00
Calls for Service	00	00	45

Officer:	Wilson (K38) (1800-0600)	Foley (K48) (0600-1800)	Ramos (K41) (1800-0600)
Days Worked	11	15	16
Traffic Stops	00	47	11
Moving Citations	00	07	04
Parking Citations	00	01	03
Vacation/Security Checks	10	33	04
Cases	04	00	06
Arrests	00	00	00
Traffic Accident Reports	00	01	02
Total Service Calls	29	138	61

- The small variation in totals between the various monthly reports and are due to the different methodologies employed to gather data. Manual hand count will differ from computer generated data due to the computers limited ability to narrow data reports.

The increase in overtime payout is due to calls for service, officers being sick, or on vacation

Officer Wilson took 4 vacation days and 1 day off sick

Officer Foley took 1 day off sick

Officer Barrow took 1 day vacation

Officer Ramos took 1 day vacation

Officer Wilkens is off duty 4850 time effective August 19, 2016

Cpl. Stegman is off duty 4850 time effective September 8, 2016

Sgt. Hui off on admin leave effective July 29, 2016

#### BRIEFING/TRAINING:

- Immigration Enforcement Article by Lou Vallario
- Electronic Communication Search Warrant
- Custodial Interrogation of a Minor
- Surrendered Infants

#### SERGEANT'S SUMMARY:

The District experienced several residential burglaries and vehicle vandalisms this month. This represents an uptick in property crimes that compels me to remind everyone to keep homes locked and valuables in vehicles out of plain sight. I recommend removing them from the vehicle or locking them in the trunk. There were many window smashes that was used as the method of entry and on several occasions nothing was stolen. Please be mindful of the sound of windows breaking and contact the Kensington Police Department so it can be investigated.

#### SIGNIFICANT EVENTS:

- 2017-1314 – Officer Foley responded to the 300 block of Grizzly Peak Blvd. to a report of burglary.
- 2017-1324 – Officer Wilson responded to the 00 block of Edgcroft Rd. to a report of a missing person.
- 2017-1342 – Officer Ramos responded to the 200 block of Kenyon Ave. to a report of a non-injury collision.
- 2017-1347 – Officer Ramos responded to the 00 block of Kerr Ave. to a report of residential burglary.
- 2017-1356 – Officer Barrow responded to the 6800 block of Blake St. to assist ECPD with a residential burglary.
- 2017-1383 – Officer Foley responded to Arlington Ave. @ Westminster Ave where a resident fainted after exiting the AC Transit Bus.
- 2017-1400 – Officer Ramos responded to the 100 block of Lawson Dr. to a report of residential burglary.
- 2017-1402 – Officer Barrow responded to the 00 block of Edgcroft Dr. for a civil stand-by.
- 2017-1413 – Officer Ramos responded to the 200 block of Colusa Ave. to a report of a non-injury collision.
- 2017-1420 – Officer Ramos responded to the 00 block of Eureka Ave. to a report of auto burglary. Window smash was method of entry.
- 2017-1432 – Officer Barrow responded to the 200 block of Cambridge Dr. to a report of a raccoon entering a home.
- 2017-1445 – Officer Barrow responded to the 700 block of Coventry Rd. to a report of a mental patient.
- 2017-1453 – Officer Barrow responded to the 700 block of Coventry Rd. to a report of an attempted suicide.
- 2017- 1467 – Officer Ramos responded to the 500 block of Coventry Rd. to a report of vehicle tampering.



- 2017-1481 – Officer Ramos responded to the 200 block of Lexington Ave. to conduct a welfare check. The resident was transported to the hospital for evaluation.
- 2017-1484 – Officer Foley responded to Lake Dr. @ Beloit Ave. to a report of a non-injury accident.
- 2017-1529 – Officer Wilson responded to the 200 block of Los Altos Dr. to a report vandalism. Rear door of a staged home kicked in.
- 2017-1509 – Officer Wilson responded to the 00 block of Anson Wy. to a report of auto burglary. Window smash was method of entry,
- 2017-1516 – Officer Wilson responded to the 00 block of Anson Wy. to a report of vandalism. The vehicle's window was smashed.
- 2017-1536 – Detective Martinez responded to the 00 block of Highland Blvd. to a report of a coroner's case.
- 2017-1551 – Officer Ramos responded to the 00 block of Stratford Ave. to a report of items stolen from an unlocked vehicle.
- 2017-1586 – Officer Wilson responded to the 00 block of Highgate Rd. to the self-committal of a mental patient.
- 2017-1591 – Officer Ramos responded to the 700 block of Wellesley Ave. to a report of auto burglary. Window smash was the method of entry.

**Meeting:** June 8, 2017

**To:** KPPCSD Board of Directors

**From:** Rachelle Sherris-Watt, Board President

**Subject:** Appointment of District General Manager & Approval of Employment Agreement

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**Background:**

Reasons for Creating New General Manager Position

The District Board has discussed on numerous occasions the pros and cons of creating a stand-alone General Manager (GM) position for the District. We saw multiple benefits of having a civilian General Manager, including: experienced professional oversight of our Police Department; additional capacity to collaborate with other public agencies that serve Kensington residents; additional capacity to communicate with our 5,000 residents; and, bringing in an experienced professional that is well versed in best management practices in all the District service areas and priorities.

An additional impetus for this change is the recent CalPERS directive that our current GM/Police Chief must segregate his GM duties and time from his sworn officer role and reduce his reportable wages to CalPERS commensurately. This action would reduce the CalPERS benefit for the current and any future Chief of Police when assuming GM duties. The creation of a separate GM position would address this issue and eliminate a potential barrier for retaining and/or recruiting for Chief of Police.

The primary con of this action is the additional costs associated with this new position. Given this is an entirely new position and a very visible one for the District, it is difficult to estimate the workload of the GM. Our cost estimate reflects a range of \$80,000 to \$100,000. This equates roughly to 3 percent of the operating budget. The underlying assumptions for this cost estimate assumes a part-time GM (2/5 to 50% of a full time position without benefits). However, we fully expect that a highly experienced professional will ameliorate these costs with suggested cost savings or revenue increases, once the GM comes on board and has time to evaluate our programs and processes.

Ultimately, the Board of Directors formerly voted on March 9, 2017, to create the GM position and begin recruiting for the position.

## **Recruiting and Selecting a New General Manager**

In consideration of our potential for recruiting and finding an ideal candidate for the District, we consulted with the Public Management Group division of our employment/labor law firm, Renne Sloan Holtzman Sakai, LLP. Specifically, Bob Deis, Senior Consultant of PMG recommended that we consider retired City Managers from small cities as the target applicant pool. Preferably it would be a former City Manager who managed their own police department. Besides the obvious experience required, the rationale for seeking retired City Managers is the fact that we cannot afford to pay a full benefit package along with a market wage, not to mention the position will be part-time. Since this was our first GM recruitment and the unique mission of our District having a law enforcement role similar to cities, we used Bob to assist in our effort. He comes highly regarded as a former city/county manager and now consultant to public agencies.

Bob interviewed each Board member and developed a recruitment brochure and the ideal profile for our first civilian GM (please see attached Exhibits A and B). He personally reached out to the large California retired city manager group and attended their annual conference to market our District and answer any questions about this opportunity. The District also advertised in the California Special District Association employment listings and with Bay Area News Group (liner ads and community and regional paper publishers) and Monster.com an online employment recruitment tool. The recruitment and selection process that we followed relied on Bob's input as an experienced (34 years) public agency executive and consultant who is most familiar with this particular labor pool.

The District received 16 applications. Bob reviewed all written submittals, interviewed seven applicants and conducted preliminary internet searches on these seven. He presented his findings to the Board in closed session. The Board decided to interview five of them. After conferring at length, they invited two for another round of interviews and included a separate interview with our interim GM/Chief of Police to solicit his input.

The Board chose their preferred candidate, Anthony Constantouros. Bob was directed to negotiate a tentative employment agreement within Board approved parameters and to complete a reference and criminal/financial

background check. The negotiated employment agreement is attached as Exhibit C.

### **Anthony (Tony) Constantouros—An Introduction**

Mr. Constantouros is a retired city manager. He was city manager of Hillsborough, CA for 18 years and retired in 2012. Hillsborough is a small built-out city with 11,000 residents. Prior to that he was assistant city manager of Milpitas, CA for 8 years. He was also the Personnel Officer/Sr. Admin. Assistant for Mountain View, CA for 6 years.

At Hillsborough, he was their first full-time professional city manager and addressed a myriad of issues that were not being attended to before his arrival. He improved their financial position, implemented a robust capital improvement program, repaired an antiquated water/sewer system, brought enhanced automation to the city, improved relations between the Council and the Police Department, he negotiated access to school facilities for the recreation program and merged his Fire department with another city. Given the typical tenure of a city manager is 5 years, his 18 year tenure was a testament to his ability to work with a highly engaged citizenry with high expectations. He had great rapport with a Council that constantly changed during his employment there. He worked well with other public agencies and produced many partnerships all with the goal of serving a common constituency. We think his performance and experience is transferrable to Kensington.

### **Proposed Employment Agreement (Exhibit C)**

The attached Employment Agreement is similar to most that are used for city/county managers or chief executives of public agencies. Some key points include: 1) the starting date is June 12<sup>th</sup> with a starting salary of \$95/hour; 2) there are no employment benefits; 3) the term is for 3 years but can be terminated at any time with a majority vote of the Board; and, 4) the Board can terminate the agreement "for cause" or "without cause".

In order to provide context for his starting salary, we have attached a brief salary survey of the labor market (see Exhibit D) for the GM position. While

the list of surveyed cities is not exhaustive, it does reflect the labor market trend for city managers in smaller cities. Notwithstanding the fact that we are avoiding the payment of benefits, the \$95/hour starting wage is defensible within the labor market.

The Board retains the right to terminate the agreement at any time with a majority vote of the members (see Section 6). It does not have to be related to performance or a specific reason for termination. This is referenced in the agreement as a termination "without cause". Some agencies call this a "termination for convenience". What is common in the labor market for a termination "without cause" is a severance payment equal to 6 to 12 months of total compensation (pay and benefits). We include 1 month for the first year and 2 months for the second year (base pay only) and thereafter in this agreement. However, we are assuming 2/5th of a full-time position so this converts to 64 and 128 hours respectively.

If the Board wishes to terminate "for cause", there is no severance but the criteria has to be met as outlined in Section 6B.

Finally, you will note Section 7 E. addresses the potential CalPERS treatment of this new position at the District. The District's CalPERS contract covers Police employees only and specifically excludes non-safety employees. As a result, our employment/labor law attorneys believe the GM should be exempt from CalPERS employment limitations for working retirees. In the abundance of caution, we submitted a formal request for clarification from CalPERS.

**Discussion:**

After accepting my introduction of this matter and soliciting any public input, I recommend that you deliberate and approve the attached Employment Agreement with Tony Constantouros.

**Fiscal Impact:**

As mentioned above our ongoing cost estimate of this new position is around \$80,000 to \$100,000 plus a one-time expense of \$1,300 for the purchase of a notebook computer. This is based on an hourly wage of \$95/hr. without benefits or any retirement liability.

**Recommendation:**

I recommend that you approve the attached Employment Agreement between Tony Constantouros and the District, appointing our first dedicated General Manager of the Kensington Police Protection and Community Services District.

## EXHIBIT B

### Kensington Police Protection and Community Services District General Manager—Desired Skill Sets March 2017

#### Understands Public Agency Environment

Public Records Act  
Public Sector Tenets of Equal Treatment, Transparency, Accountability, etc.  
Respectful of Public, Stakeholders and Elected Official's Roles  
Must Gain Collaboration and Cooperation with Other Public Agencies  
Labor Relations is Different Than Private Sector—Especially Public Safety  
High Level of Communication with Governing Board and Community

#### Adept at interacting With Kensington Community

High Functioning Citizenry—Active Participation with Opinions!  
Recognize, Respect, Work-With but Not Get Consumed by Political History  
Needs are Different in a Stable, Older and Relatively Crime Free Community

#### Have Good Analytical Mind and Can't Be Afraid to Recommend and Make Changes

By Not Having a General Manager, There Likely Are a Myriad of Opportunities for Improvement  
Needs to Have a Good "Nose" For Managing Change—Not too Fast and Not too Slow  
If Majority Supports, Able to Analyze and Communicate the Pros and Cons of Current Police Model vs. Other Options  
Provide Adequate Support to Board on Remodel of Community Center  
Good Fiscal Management Skills—Understand Cost Components—Especially CalPERS, OPEB, etc.

#### Not Afraid of Holding Police Department to High Levels of Professional Service and Accountability

Must Be Knowledgeable and Expect "Good Service"

Must Have Work Style Where They Are Comfortable Doing The "Menial" and the "Big Picture Duties" i.e. It's a Big Change from Being a City Manager of a Full-Service City!





# KPPCSD Invites Applicants for General Manager

## **The Kensington Community**

Kensington, CA is a small beautiful community (5,000 pop.) in the unincorporated area of Contra Costa County just north of Berkeley and east of El Cerrito in the Berkeley hills. Many residents enjoy views of the San Francisco Bay and the surrounds. The area is one square mile. Kensington is largely residential with two small shopping districts. The community enjoys low crime rates, an involved and highly-educated citizenry and a per household income that is roughly twice the statewide average.

## **The Kensington Police Protection & Community Services District (KPPCSD)**

The District is an independent public agency with 5 elected governing board members. The services provided by the District include: Police, Solid Waste (through contract) and Parks & Recreation (largely through collaboration with a non-profit agency). Essentially Police represents the only service provided directly by District employees. The FY 2016-17 Operating and Capital Budget totals \$3.2 million. The District expects to end this year with a \$2 million fund balance, \$1.3 million of it is available for contingencies and other matters.

The District owns older Park and Recreation facilities including a community center. These facilities need rehabilitation which will likely trigger ADA and other compliance issues.

## **The General Manager (GM) Position**

Formerly the GM functions rested with a combined GM-Police Chief position. The District Board is now desiring a separation of duties to benefit from the general management skill sets inherent in a separate GM position. The GM will provide the Board with civilian oversight and accountability of the Police Department along with the other District services. The Board is anticipating the GM position will be part-time expecting an average of two days of work per week. This may fluctuate up or down based on weekly demands. The new GM will create a reporting mechanism to see if this is reasonable or needs adjustment. Due to its part-time nature, the Board is offering an hourly compensation rate with no benefits. This rate is negotiable and dependent on qualifications of the preferred candidate. This position will not be covered by CalPERS.







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## The Expected Opportunities, Challenges and Desired Candidate

Given the District has been without a focused GM, there will likely be plenty of opportunities to make your mark and improve: systems, cost effectiveness of services, professional standards, accountability and confidence/rapport with the Board. The Board has recently added new members in November which would best be characterized as a reform minded highly-educated group that is open to a business-like review of District practices.

Besides the typical emphasis on long-term fiscal planning, other issues the GM will likely face include a thorough review of: 1) the District facilities given they are nearing the end of their useful lives and require investment; 2) the solid waste contract to ensure it comports with modern terms and practices; 3) Police practices, accountability and professional standards and ensuring the best service delivery model for the District; 4) staff development and capacity; 5) intergovernmental relationships and practices given the myriad of partner agencies responsible for servicing the same constituency; and 6) grant opportunities to stretch limited District funding.

The ideal candidate will be comfortable “rolling up their sleeves” and doing the detailed analysis and sometime mundane work given the limited staffing of the District. The ideal candidate should be comfortable interacting with an engaged citizenry and developing rapport with staff and mutual supporting relationships with other public agencies. The ideal candidate should be familiar with Police best practices and be comfortable evaluating the best mode for delivering services to the 5,000 Kensington residents. Finally, the best candidate will recognize the newness of the GM position and patiently work with the District’s Board to develop short and long-term goals, new communication channels and protocols and mutually supportive relations.

The likely best candidate will be a retired City Manager of a smaller city with experience overseeing a Police Department. This is truly a unique opportunity where the skill sets of a City Manager will be embraced by the District’s Board.

### ***Have More Questions?***

For further information about this unique opportunity, please call Bob Deis, Senior Consultant, Public Management Group, RSHS LLP at 707-478-2230.



**Please visit the District Website:**

[kensingtoncalifornia.org](http://kensingtoncalifornia.org)

**Please Submit Resumes To:**

[bdeis@publicmanagementgroup.com](mailto:bdeis@publicmanagementgroup.com)

**Deadline for Submission:**

**March 3, 2017**



Compensation Survey April 2017

	Population	Base Hourly Rate	Hourly Rate With Benefits
El Cerrito	24K	\$111	\$167
Lafayette	25K	\$115	\$172
Albany	19K	\$86	\$129
Moraga	18K	\$94	\$141
Pinole	19K	\$96	\$144
Hercules	25K	\$106	\$159
Clayton	11K	\$96	\$144
Mill Valley	14K	\$109	\$163
Sausalito	7K	\$104	\$156
Corte Madera	9K	\$105	\$157
Belvedere	2K	\$89	\$134
Tiburon	9K	\$110	\$165
Ross	2.5K	\$94	\$142
Kensington		\$95	

Note: Benefits for other cities include: medical, life insurance, vision, dental, retirement, deferred compensation, car allowance, vacation, sick leave, etc.

**Kensington Police Protection and Community Services  
District—General Manager Employment Agreement**

**1. Employment:**

This General Manager Employment Agreement (Agreement) is entered between the Kensington Police Protection and Community Services District (District) and Anthony Constantouros, (Manager). Under this Agreement, the District offers, and Manager accepts, at-will employment as General Manager of the District. Manager acknowledges that he serves at the pleasure of the Board of Directors, and may be dismissed at any time without cause, subject to the provisions of section 6 of this agreement.

**2. Duties:**

Manager shall perform those duties and have those responsibilities that are commonly assigned to a general manager of a special district in California, and as may be further set forth in California Government Code Sections 61050 and 61051 and District Policy No. 2000. Manager shall perform such other legally permissible and proper duties and functions consistent with the office of General Manager, as the Board of Directors shall from time to time assign.

**3. Devotion to District Business:**

Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his General Manager duties, except as may be specifically authorized by the Board of Directors.

**4. General Manager Commitments:**

**A.** Except for the purpose of inquiry, the Board of Directors and its members shall deal with all subordinate District employees, officers, contractors, and consultants solely through the Manager or the Manager's designee, and neither the Board of Directors nor any member thereof shall give direction to any subordinate of the Manager, either publicly or privately. For purposes of this section, legal counsel is not

subordinate to the Manager.

**B.** No member of the Board of Directors will order the appointment or removal of any person to any office or employment under the supervision and control of the Manager, provided that, nothing herein shall limit the Board's appellate responsibilities.

**C.** Neither the Board of Directors nor any of its members shall interfere with the execution of the powers and duties of the Manager, as specified in the District Policy No. 2000 and this Agreement, or any other lawfully adopted and authorized document.

**5. Term:**

Manager's employment will commence June 12, 2017, and shall continue until June 11, 2020, or the date of earlier termination in accordance with provisions in this Agreement. This Agreement can be amended at any time consistent with Section 17 of this Agreement.

**6. Termination of Employment and this Agreement; General Release; Severance:**

**A.** Without Cause – The District may terminate this Agreement (thereby terminating Manager's employment) without cause, by the affirmative votes of a majority of the members of the Board of Directors at a Regular Meeting of the Board. If Manager signs, delivers to the Board of Directors, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as Exhibit A, District shall pay Manager a lump sum benefit equal to sixty-four (64) hours of his then Base Salary, ("Severance") during the first year and one hundred and twenty-eight (128) hours during the second year and thereafter of this contract.

**B.** With Cause – The District may terminate this Agreement (thereby terminating Manager's employment) with cause, by the affirmative votes of a majority of the members of the Board of Directors at a Regular Meeting of the Board. Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary. As used in this Agreement, Cause shall only mean any of the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the District or on the Manager's reputation;
2. Proven failure of the Manager to observe or perform any of his duties and obligations, if that failure continues for a period of fourteen (14) business days from the date of his receipt of notice from the Board of Directors specifying the acts or omissions deemed to amount to that failure;
3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
4. Repeated failure to carry out a directive or directives of the Board of Directors made by the Board as a body at a Brown Act - compliant meeting; and
5. Any intentional or grossly negligent action or inaction by Manager that materially and adversely: (a) impedes or disrupts the operations of District or its organizational units; (b) is detrimental to employees or public safety; or (c) violates District's properly-established rules or procedure

C. If, during the Term or any extended Term, Manager dies, Manager's estate shall receive Accrued Salary, but shall not be entitled to any additional compensation or payment, including Severance.

D. In the event Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of three consecutive months, the District may terminate Manager's employment and this Agreement consistent with state law.

E. Manager may resign from his employment at any time, upon giving thirty (30) days written notice to the Board of Directors.

7. **Compensation, Place of Work and Annual Evaluation:**

A. Manager's initial annual Base Salary shall be Ninety-Five Dollars per hour (\$95/hour). Said amount shall be payable in the same manner as other employees of the District are paid. Increases in Manager's Base Salary may be effective at any time at the sole discretion of the Board of Directors. The Manager will telecommute to the extent it does not interfere with his performance in the organization and community. He will provide regular reporting on hours worked to ensure compliance with budget parameters.

B. District, by the Board of Directors, and Manager may set mutually-agreed-upon objectives for each year under this Agreement. The Board of Directors shall evaluate Manager's performance after the first six months at least once a year thereafter ("Annual Evaluation").

C. Manager's Base Salary increases approved by the Board of Directors from time to time pursuant to this Agreement shall be approved in open session of the Board, but shall not require an amendment to this Agreement to be effective. Such increases may be set forth in an annual salary resolution or minute action approved by the Board of Directors by resolution.

D. If the District reduces the Base Salary or any other financial benefit of the Manager in a percentage that is greater than the average reduction of all District employees, such action shall, at the Manager's option, constitute a termination of this Agreement without Cause under Section 6.A. of this Agreement, and Manager shall be entitled to Severance.

E. The District's employment and labor law counsel believes that Manager is not subject to the retiree annuitant employment limitations under the Public Employees' Pension Reform Act (PEPRA) and the Public Employees' Retirement Law (PERL). However, out of an abundance of caution, the District has formally asked that CalPERS provide a written response on this issue.

**8. Other Benefits:**

Other than the hourly salary set forth in this agreement, recognizing the part-time status of the new General Manager position, the District will not be responsible for any additional employee benefits.

**9. Reimbursement for Laptop Computer:**

Manager's duties require him to be available and respond to the demands of District business at all times and outside of regular business hours, including weekends. To assist in this expectation, District shall reimburse Manager for the purchase of a new laptop computer up to a maximum of Thirteen Hundred Dollars (\$1,300.00). If the Manager terminates his employment with the District before his first anniversary, he must reimburse the District 100 percent of the costs. If he terminates his employment before his second anniversary, he must reimburse the District 50 percent of the costs. After his second anniversary, any obligation to reimburse the District under this section is terminated.

**10. Business and Professional Expenses:**

**A.** District recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to District. District agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to District's normal expense reimbursement procedures or such other procedure as may be designated by the Board of Directors. To be eligible for reimbursement, all expenses must be supported by documentation meeting District's normal requirements and must be submitted within time limits established by District.

**B.** District agrees to pay Manager's travel and subsistence expenses for official travel, meetings, and occasions for Manager's reasonable participation in necessary official and other functions for the District; including, but not limited to, regional, state, and local conferences, and governmental groups and committees on which Manager serves as a member. It is understood that travel to/from his residence and the District is not business related or reimbursable. Notwithstanding the above, the number and allowable cost of conferences or meetings District will pay for each year, shall be at the discretion of the Board of Directors as set forth in the District's budget.

**11. Abuse of Office or Position:**

If Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse District such administrative leave amounts paid; (b) if District pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse District such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance related to the termination that Manager may receive from District shall be fully reimbursed to District or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

**12. Communications Upon Manager's Separation:**

In the event the District terminates the Manager for any reason or no reason, the District and the Manager agree that, other than dates of hire, notice and separation, no member of the Board of Directors, the District Management staff, nor the Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any District employee concerning the Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the District and the Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

**13. Indemnification:**

Consistent with the California Government Code, District shall defend, hold harmless, and indemnify Manager using legal counsel of District's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement. Legal representation, provided by District for Manager, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals,

and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event, there is a conflict of interest between District and Manager such that independent counsel is required for Manager, Manager may engage his own legal counsel, in which event District shall indemnify Manager, including direct payment of all such reasonable costs related thereto.

**14. Notices:**

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

DISTRICT: Kensington Police Protection and Community Services District  
Attention: President

\_\_\_\_\_  
\_\_\_\_\_, CA 9\_

MANAGER: Tony Constantouros,  
General Manager

\_\_\_\_\_  
\_\_\_\_\_, CA 9\_

**15. Conflict District Policies and Practices:**

The District's personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the District policies and procedures, this Agreement shall prevail over District policies and



procedures.

**16. Entire Agreement:**

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by District, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

**17. Modifications:**

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

**18. Effect of Waiver:**

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**19. Partial Invalidity:**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**20. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017.

Kensington Police Protection and Community Services District

By: \_\_\_\_\_

Chair

General  
Manager

Attest:

\_\_\_\_\_

\_\_\_\_\_, Clerk of the Board

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_, Attorney

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between \_\_\_\_\_ ("Manager") and Kensington Police Protection and Community Services District ("District"), in light of the following facts:

- A. Manager's employment with District concluded on \_\_\_\_\_.
- B. Certain disputes have arisen between District and Manager.
- C. District and Manager each deny any liability whatsoever to the other.
- D. District and Manager wish to fully and finally resolve any and all disputes they may have with each other.
- E. Manager is hereby informed that he has twenty-one (21) days from receipt of this Agreement to consider it. District hereby advises Manager to consult with his legal counsel before signing this Agreement.
- F. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
- G. Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, and reimbursed expenses, due and payable to him through the date of employment termination. Manager also acknowledges that District has made this Salary Payment without regard to whether he signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.
  - 1. Receipt of Salary Payment. Manager hereby acknowledges receipt of a check or checks for all compensation owing to him, including salary, and reimbursed expenses ("Salary Payment") from District.
  - 2. Severance. Within seven (7) days following Manager's signing, delivering to the District, and not revoking this Agreement, District shall pay Manager the gross amount provided for in Section 6A. of the attached Employment Agreement, less applicable deductions. Manager acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by District.

3. General Release. In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager hereby releases and discharges District and its past and present Board of Director Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment by District which he now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of District and its past and present Board of Director Members, employees, representatives and agents, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his/her favor.

Manager's Initials: \_\_\_\_\_

Manager further acknowledges that he has read this General Release and that he/she understands that this is a general release, and that he intends to be legally bound by the same.

4. Fees and Costs. Manager and District agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/it's reasonable attorneys' fees and costs.

Dated \_\_\_\_\_, 20\_\_

Kensington Police Protection and Community Services District

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
GENERAL MANAGER

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Clerk of the Board

Date: \_\_\_\_\_

**SECOND AMENDMENT TO THE INTERIM GENERAL MANAGER AND CHIEF OF POLICE EMPLOYMENT AGREEMENT ("Agreement")**

1. **WHEREAS**, Rickey L. Hull ("Hull") currently serves as the Interim General Manager/Chief of Police for the Kensington Police Protection and Community Services District (hereinafter "KPPCSD" or "District");
2. **WHEREAS**, Under the terms of the Interim General Manager and Chief of Police Employment Agreement ("Agreement") attached hereto as Attachment A and the First Amendment to the Agreement attached hereto as Attachment B, Hull's term as Interim General Manager/Chief of Police expires on June 30, 2017;
3. **WHEREAS**, The terms and conditions of Hull's employment as the Interim General Manager and Chief of Police are set forth in the Agreement;
4. **WHEREAS**, Prior to serving as the Interim General Manager/Chief of Police, Hull served as a Master Sergeant with the Kensington Police Protection District represented by the Kensington Police Officers' Association ("KPOA") and subject to a Memorandum of Understanding ("MOU") between the District and KPOA;
5. **WHEREAS**, KPPCSD is in the process of hiring a new General Manager, who is expected to begin service with the District on or about June 12, 2017;
6. **WHEREAS**, Upon the appointment of a new General Manager, Hull shall cease performance of General Manager duties, but shall continue to serve as Interim Chief of Police pursuant to Section 2.D of Attachment A and shall receive the compensation set forth in Section 3.A of Attachment A;
7. **WHEREAS**, The District wishes to extend Hull's appointment as Interim Chief of Police from July 1, 2017 until December 31, 2017.

**THEREFORE, THE PARTIES AGREE:**

1. To extend Hull's appointment as Interim Chief of Police until December 31, 2017, subject to the terms set forth in Attachment A.
2. Effective on the appointment date of the new General Manager, Hull shall cease performance of General Manager duties.
3. Other than extending Hull's interim appointment as Chief of Police to December 31, 2017, all of the terms and conditions of Hull's appointment as the Interim Chief of Police will continue as set forth in Attachment A.

**Signatures**

Kensington Police Protection and Community  
Services District Board of Directors

Interim General Manager/Chief of Police

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

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**INTERIM GENERAL MANAGER AND CHIEF OF POLICE  
EMPLOYMENT AGREEMENT ("Agreement")**

The Kensington Police Protection and Community Services District (hereinafter "KPPCSD" or "District") desires to employ the services of **Rickey L. Hull** (hereinafter "Employee") as Interim General Manager/ Chief of Police. Employee is currently a Master Sergeant with the Kensington Police Protection District represented by the Kensington Police Officers' Association ("KPOA") and subject to a Memorandum of Understanding ("MOU") between the District and KPOA.

Employee desires to accept employment as Interim General Manager/ Chief of Police under the terms and conditions contained in this Agreement.

Employee is aware of and understands that as Interim General Manager/ Chief of Police for the District he serves at the pleasure of the Board of Directors of the District (hereinafter "Board"), and is subject exclusively to the Board's (or its designee's) supervision, control and direction. Employee understands that the Board (or its designee) has the sole and exclusive right to direct, supervise, manage, discipline, and control Employee's job performance.

The parties understand nothing in this Agreement shall be interpreted to amend, modify or supersede any ordinance of the District, or county or state or federal law, pertaining to the operation of the District.

In consideration of the mutual covenants contained herein, the parties agree as follows:

**1. DUTIES**

A. The District hereby agrees to employ Employee as Interim General Manager/ Chief of Police of the District to perform the functions and duties specified in the job description, attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as required by law and as the District shall from time to time assign.

B. Employee hereby agrees to perform all such functions and duties to the best of his abilities and in a competent and efficient manner. Employee further agrees to focus his full professional time, ability and attention to District business during the term of this Agreement. Consequently, Employee hereby agrees not to engage in any other business pursuits whatsoever directly or indirectly, or render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the District. This shall not preclude Employee from volunteering his services to other entities or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

**2. TERM**

A. Unless terminated earlier by either the District or the Employee, this Agreement shall be in full force and effect starting **December 17, 2016**, and ending **May 17, 2017** (the "Term"). The Parties shall have the authority to mutually agree to extend the Term of this Agreement in writing.

B. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the District to terminate this Agreement for any reason, or no reason at all.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from this position with the District.

D. Employee understands and acknowledges District may, during the Term, amend the job description attached as Exhibit "A" to create two separate positions, one for General Manager and the other for the Chief of Police. If the District approves the creation of two separate positions, Employee may be assigned solely to the position of Chief of Police at the discretion of the Board. In that event, this Agreement shall continue without modification, except as provided in Section 3.B., and all references herein to "Interim General Manager/ Chief of Police" shall thereafter mean "Interim Chief of Police."

E. Nothing in this Agreement shall preclude the termination of this Agreement by mutual consent of both parties.

### **3. SALARY AND COMPENSATION**

A. Employee shall receive a base pay of \$129,031.05, which is 15.0% over Employee's wage provided for under the terms of the KPOA MOU as of March 1, 2017, inclusive of the premium pays Employee currently receives under Article IX of the KPOA MOU.

B. For performance of Interim General Manager duties in addition to Interim Chief of Police duties, Employee's base pay shall be \$140,857.20, which is 10% over the wage provided above not including the premium pays the Employee currently receives pursuant to the Article IX of the KPOA MOU. The \$11,826.14 difference in base pay for the performance of General Manager duties shall not be reported to CalPERS as pensionable compensation. If the District approves the creation of two separate positions, per Section 2.D above, Employee may no longer be required to perform Interim General Manager duties and will, therefore, be compensated at a base pay of \$129,031.05.

C. Employee's salary is payable in semi-monthly installments on the 15th and the 30th of each month.

### **4. AT-WILL EMPLOYMENT STATUS**

A. Employee is a confidential, at-will employee and serves as Interim General Manager/ Chief of Police at the pleasure of the Board. Employee understands, acknowledges and accepts that this position is not within the represented police bargaining unit, and that such position is a confidential position that is unrepresented. At-will employment means that employment is at the mutual consent of Employee and the District and either may terminate the employment at any time, for any reason, or no reason at all. Employee and District agree that no representative of the District has made or can make any promises, statements, or representations which state or imply that Employee is hired, employed, or retained under any terms other than as an at-will employee. Employee's at-will status may only be changed, revoked, amended, or superseded by a written document, signed by the Employee and approved and adopted by the Board.

B. Due to the interim nature of the position, District and Employee understand and agree that Employee will be permitted to return to his status as Master Sergeant, upon termination of this Agreement, provided Employee has not engaged in any form of misconduct as defined in Section 4.C below and that all rights and benefits conferred under this Agreement shall terminate.

C. Misconduct includes, but is not limited to, dishonesty, fraud, self-dealing, insubordination or other malfeasance or misfeasance committed in the performance of the Interim General Manager and Chief of Police's duties and responsibilities under this Agreement;



or Employee's violation of any law which can be punished as a felony committed at any time. The determination of whether Employee is terminated due to misconduct is in the District's sole discretion; provided, however, the Employee has the right to provide a written or verbal explanation in response to any misconduct alleged pursuant to Sections 4.B and 4.C.

**5. HOURS OF WORK**

Due to the nature of the employment of a person in the position of the District's Interim General Manager/ Chief of Police, Employee will typically be required to work at least a full- and- complete work week of forty hours (40) per week, and devote whatever time is necessary to fulfill his employment responsibilities and duties as provided for in this Agreement. The Interim General Manager/ Chief of Police position is exempt from overtime laws including but not limited to the Fair Labor Standards Act. As such, Employee is not entitled to receive payment for hours worked in excess of a regular work week, including, but not limited to, overtime, call-out, court appearances, standby, holidays and regular days off.

**6. HOLIDAYS**

Employee shall receive fourteen (14) holidays, specified in the KPOA MOU, as paid days off. Payment for these holidays is included in base salary specified in Sections 3.A and 3.B of this agreement: No additional compensation shall be paid to the Employee for holidays regardless of whether or not they are worked; provided, however, the Employee shall be permitted to take compensatory time off in exchange for time worked on holidays. Such time off shall not exceed twenty (20) hours for the term of this Agreement. Any accrued compensatory time under this provision shall have no cash value, and will expire if Employee reverts to Master Sergeant position pursuant to Section 4.B.

**7. HEALTH PLAN BENEFITS**

A. The District shall provide health benefits through the Public Employees' Retirement System Health Benefit Program.

B. The District's direct contribution towards Employee's health plan premium shall be the minimum as determined by CalPERS under the Public Employment Medical and Hospital Care Act ("PEMHCA"). For 2017, the minimum established under PEMHCA is \$128 per month.

C. The District shall make additional contributions to a Cafeteria Plan up to a maximum of the Kaiser Bay Area HMO plan based on the Employee's coverage level elected (Employee only, Employee + 1, or Employee + 2 coverage), less an \$85 monthly employee contribution, and less the PEMHCA minimum contributed under 7.B. If Employee elects a plan that costs more than the Kaiser Bay Area HMO, Employee will be responsible for the \$85 monthly contribution plus any amounts above the District's maximum contribution.

D. Effective June 30, 2017, the District will make additional contributions to a Cafeteria Plan up to a maximum of the Kaiser Bay Area HMO plan based on the Employee's coverage level elected (Employee only, Employee + 1, or Employee + 2 coverage), less an \$125 monthly employee contribution, and less the PEMHCA minimum contributed under 7.B. If Employee elects a plan that costs more than the Kaiser Bay Area HMO, Employee will be responsible for the \$125 monthly contribution plus any amounts above the District's maximum contribution.

E. If Employee retires as the Interim Chief of Police or Interim General Manager/ Chief of Police., Employee has access to retiree health care benefits under CalPERS per the Public Employment Medical and Hospital Care Act ("PEMHCA"). As a retiree, the District's contribution towards Employee's health plan premium shall be the PEMHCA minimum as determined by CalPERS on an annual basis. This paragraph shall not preclude Employee from exercising his return rights under Section 4.B.

F. The District's provision of health care premiums in retirement is not a vested right. At its sole discretion, in accordance with state and federal law, the District may change the provider of its health plan benefits, or change the amount of payments required by the District or the Employee at any time, or eliminate such coverage or plan altogether.

**8. RETIREMENT**

Employee shall continue to be covered under the CalPERS Three Percent (3.0%) at Age 50 plan, including single year final compensation and the 1959 Survivor benefit. The District will pay five percent (5.0%) of Employee's nine percent (9.0%) mandatory CalPERS contribution, and Employee will pay four percent (4.0%) of the mandatory contribution.

**9. ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Unless modified herein, Employee will continue to receive life insurance, disability insurance, dental and vision coverage, deferred compensation, sick leave, bereavement leave, vacation, educational incentives, clothing allowance and safety equipment as provided in the KPOA MOU. To the extent they are inconsistent, this Agreement shall control over the KPOA MOU.

Article XII of the KPOA MOU shall not apply to the Interim General Manager/ Chief of Police.

**10. INTEGRATION**

This Agreement and its attachments constitute the entire agreement between the parties.

**11. SCOPE AND SEVERABILITY**

In the event any portion of this Agreement is declared null and void by superseding federal or state law, the balance of the Agreement shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as possible to the original intent.

**SIGNATURES:**

Kensington Police Protection and Community  
Services District Board of Directors

\_\_\_\_\_  
Rachelle Sherris-Watt, President

Date: \_\_\_\_\_  
Interim General Manager/Chief of Police Employee

\_\_\_\_\_  
Rickey L. Hull

Date: \_\_\_\_\_

## EXHIBIT A

# General Manager / Chief of Police



The GM/COP is appointed by and serves under the direction of the KPPCSD Board of Directors. The District is currently examining alternative staffing options that may result in the position being split into two, namely a GM and COP. This is an at-will position.

### Examples of Duties

- Is on call, 24 hours per day and 7 days per week to respond to police emergencies.
- Appoints, supervises, disciplines and dismisses the District's employees. This is to be consistent with directives established by the Board of Directors.
- Supervises the District's facilities and oversees maintenance of capital assets.
- Prepares the yearly operating budget and supervises the District's finances.
- Maintains all District agreements and contracts.
- Supervises preparation and distribution of all agendas.
- Obtains and prepares District election material. Represents the District (as needed) at state, county and local public meetings.
- Supervises maintenance of a yearly operating calendar.
- Furnishes Board Directors with information needed to conduct District meetings and execute their role in the KPPCSD.
- Maintains excellent relationships with KPPCSD Attorneys and the KFPD General Manager and KFPD Chief.
- Maintains professionalism, diplomacy, sensitivity and tact to communicate with community members, the media, Board and staff.
- Prepares and submits all documents required by law and the Public Records Act, or other information in the public interest, to the public and/or appropriate agencies in the time required.
- Oversees Kensington Park, its development, maintenance and repair of recreation facilities.
- Coordinates with Kensington Community Council, as needed, and negotiates lease or rental agreements for KPPCSD facilities and property.
- Supervises the implementation of the Solid Waste Contract. Responsible for communicating changes in rates and ensuring that the District meets State and local mandates regarding waste reduction and recycling.
- Works with the Board to improve professional relationships, build morale and increase productivity of sworn and non-sworn staff.
- Serves as chief executive officer of the department and final authority in matters of policy, operations and discipline. The COP exercises all lawful powers of the office and issues lawful orders, as are necessary, to assure the effective performance of the office.
- Enforces laws and ordinances that come with the legal jurisdiction of the Kensington Police Department (KPD).
- Plans, directs, controls, coordinates and staffs all activities of the department for its continued and efficient operation.
- Enforces the rules and regulations within the department, setting a standard of excellence.
- Ensures the completion, maintenance and forwarding of reports and records as may be required by competent authority, local, state, and federal law.
- Sets objectives for the KPD, developing and administering procedures, rules and regulations for the successful function of the department.
- Directs departmental training activities.
- Controls personnel files, overseeing that they are secured and updated as mandated.
- Investigates and responds to citizen complaints regarding the actions of officers in a timely manner.

- Manages and resolves complex employee relations issues conducting in-depth, thorough, and objective inquiries into complaints.
- Performs annual performance evaluations of Sergeants.
- Investigates crimes, testifies in court, and prepares reports.
- Patrols the service area of the KPD, as needed.
- Maintains cordial and mutually beneficial relationships with other law enforcement agencies.
- Manages staff resources within the confines of the extant collective bargaining agreement and budget.
- Oversees the execution of grant proposals that provide funds to law enforcement or special districts.
- Keeps abreast of state of the art police standards and maintains them as appropriate throughout the department.

## Minimum Qualifications

- Be a sworn police officer under section 832 of the Penal Code. A Bachelor's degree from an accredited college or university or a combination of education and years of service equivalent to a Bachelor's degree, is preferred. A Master's Degree is desirable.
- Have 5-7 years of progressive supervisory command experience in a law enforcement agency and a California POST Supervisory Certificate or higher.
- Have demonstrated managerial and community involvement experience.
- Meet background standards for the assignment.
- Possess or obtain a valid California driver's license and have an acceptable driving record.

**RESOLUTION 2017-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES  
DISTRICT TO ADOPT A POLICY GOVERNING ACCRUAL AND USE  
OF PAID SICK LEAVE BY DISTRICT EMPLOYEES**

WHEREAS, the Healthy Workplaces, Healthy Families Act of 2014 (“the Act”), governing all California employees, took effect on January 1, 2015.

WHEREAS, the Act provides that a employee who is not covered by a valid collective bargaining agreement and who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick leave as set forth in the Act;

WHEREAS, the Act authorizes employers to either grant sick leave at the rate of one hour per 30 hours worked (“the Accrual Method”) or 24 hours every 12 months (“the Annual Grant Method”);

WHEREAS, since July 1, 2015, the District has employed the Accrual Method, which has proved to create an unnecessary administrative burden given the small number of affected employees;

WHEREAS, the Board finds that the Annual Grant Method will better serve both the District and its affected employees; and

WHEREAS, the Board further finds that a formal policy governing paid sick leave will provide helpful clarity to management and affected employees.

NOW, THEREFORE, BE IT RESOLVED by the governing Board of the Kensington Police Protection and Community Services District to adopt the Sick Leave Policy attached hereto as Exhibit A and incorporated herein by this reference.

BY

\_\_\_\_\_  
Rachelle Sherris-Watt, President  
Kensington Police Protection and  
Community Services District

\_\_\_\_\_  
Date adopted and approved

GS

**POLICY TITLE:** Employee Accrual and Use of Paid Sick Leave for Employees not covered by a Collective Bargaining Agreement

**POLICY NUMBER:**

- 2030.10 Definitions: As used in this Policy:
- 2030.11 "The Act" means the Healthy Workplaces, Healthy Families Act of 2014 (beginning with Section 245 of the California Labor Code).
  - 2030.12 "Employee" means all employees who work for the District for 30 within a year from the commencement of employment, except for those employees that are excluded from the definition of that term by Section 245.5(a)(1) of the Act. Employees not covered by the Act include, without limitation, those covered by a valid collective bargaining agreement.
  - 2030.13 "Family Member" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse, a registered domestic partner, a grandparent, a grandchild or a sibling.
  - 2030.14 "Paid Sick Leave" or "PSL" means time that is compensated at the same wage as the employee normally earns during regular work hours and is provided by an employer to an employee for the purposes described in Section .20 of this Policy.
- 2030.20 Beginning on January 1, 2018, and continuing annually thereafter, the District will grant every Employee three days or 24 hours of Paid Sick Time, whichever is greater. No unused Paid Sick Time will carry over from the prior calendar year.
- 2030.30 No Employee may use PSL until their 90<sup>th</sup> day of employment by the District unless the General Manager finds, in their sole discretion, that earlier use is in the best interests of the District. The General Manager shall also have the sole discretion to lend up to 8 hours of PSL to an Employee after receipt of documentation establishing the need therefore. Any hours so loaned shall be deducted from the following year's allotment of PSL.

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- 2030.40 When the District retains a new Employee effective on a date other than January 1, the District will grant every Employee three days or 24 hours of Paid Sick Time, whichever is greater. Notwithstanding the foregoing, if the Employee began their employment less than 90 days before January 1, they may not begin using PSL until their 120<sup>th</sup> day of employment.
- 2030.50 Upon written request, the General Manager shall have discretion to allow an Employee to work additional hours to "make up" work time missed to absence because of illness or other personal reasons. No Employee may be required to work make up time in lieu of using Paid Sick Leave. No Employee may work make-up time for any missed hours of work for which that Employee has been compensated with PSL or other compensated leave.
- 2030.60 The District will not compensate any Employee for unused PSL upon termination, resignation, retirement or other separation from employment. Notwithstanding the foregoing, if an Employee separates from District employment and the District re-hires that Employee during the same calendar year, the Employee shall be entitled to use any accrued PSL that was unused prior to termination.
- 2030.70 Administration.
- 2030.71 The District will provide each Employee with written notice of the amount of PSL available for use on the Employee's itemized wage statement or in a writing provided on the date designated for the Employee's payment of wages.
- 2030.72 An Employee may use PSL in increments of two hours or more.
- 2030.73 If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable.
- 2030.74 The District shall provide payment for sick leave taken by an Employee no later than the payday for the next regular payroll period after the sick leave was taken.
- 2030.75 The District will keep a minimum of three years records documenting the hours worked and PSL accrued and used by each Employee.
- 2030.76 The California Department of Labor has published a poster to advise employees of their rights to PSL. The District will display said poster, as it may be amended



from time to time, in a conspicuous location in the workplace.

2030.80

The District Board has adopted this Policy to facilitate compliance with the Act. In the event that the State amends the Act, this Policy shall be deemed amended to comply with the then-current Act.

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# Kensington Community Center WiFi Network Internet Policy

(Password: KensingtonCC)

The Kensington Police Protection and Community Services District (KPPCSD) provides access to the Internet at the Community Center through its WiFi network.

By using this free **wireless service**, you agree to abide by the **Community Center's Internet Policy** that prohibits abusive or illegal activity while using the **Community Center's Internet service and the Limitations and Disclaimers stated below.**

This service is free of charge and subject to the terms and conditions of use as follows:

## Limitations & Disclaimers

- Wireless access is provided as a public service free of charge on an as-is basis with no guarantee and no warranty. The Community Center's Wireless network is subject to periodic maintenance and unforeseen downtime.
- Information passing through the Community Center's wireless access is not secured and could be monitored, captured, or altered by others. There are risks involved with connecting to a public wireless connection, such as possible viruses, malware, loss of data, possible hacking/snooping by others connected, possible hardware/software failure. It is your sole responsibility to protect your information from all risks associated with using the Internet, including any damage, loss, or theft that may occur as a result of your use of the Community Center's wireless access.
- Up-to-date antivirus software is recommended on wireless devices.
- The Community Center assumes no responsibility for the safety of equipment; users must keep their equipment with them at all times.
- You agree and hereby release, indemnify, and hold harmless, the KPPCSD, its officers and employees, from any damage that may result from your use of this wireless access.
- You acknowledge that you are subject to, and agree to abide by all laws, and all applicable rules and regulations of the KPPCSD, Contra Costa County, the State of California, and the federal government.
- At its sole discretion, the KPPCSD may terminate this public service at anytime without prior notice.
- Any attempt to circumvent Community Center procedures or any unauthorized attempt to access or manipulate Community Center equipment may result in permanent disconnection from the Community Center's Wi-Fi network.

If you do not agree to the above terms, please disable your wireless connection or turn off your wireless device.