

## KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

### **BOARD OF DIRECTORS MEETING**

**October 15, 2019**

### **ITEM 5.e**

### **KPPCSD: CONTRACT FOR INTERIM CHIEF OF POLICE SERVICES; CONTRA COSTA COUNTY SHERIFF'S OFFICE**

#### **BACKGROUND**

The District Board approved a contract for a new interim Chief of Police (ICOP) at its last meeting. Unfortunately, the new ICOP withdrew after accepting the position, shortly before he was expected to start work. To date, finding a retired Police Chief or retired Police Captain to accept a temporary position in Kensington has been a difficult process. Potential candidates have mentioned a number of reasons for withdrawing from consideration including below-market compensation and the reputation of the Kensington Police Department. These efforts to locate an acceptable candidate have resulted a wide recruitment effort. In discussions with the Contra Costa County Sheriff, we have considered alternative approaches to address the Kensington recruitment difficulties, including the possibility of compensating at the market level for a Police Chief.

Fortunately, another solution has come forward. The Sheriff has offered the services of a highly regarded individual, Captain Steve Simpkins, in an interim capacity to Kensington. Captain Simpkins has had a lengthy and distinguished career with the Sheriff's Office. This has included seven years as the Police Chief (contract) with the Town of Danville and varied assignments at an executive level. His references are exemplary, and he has achieved outstanding community relations. Mr. Simpkins holds both a bachelor's and master's degrees in addition to training in specialty and leadership programs.

To recruit a high-quality individual also brings some constraints and limitations. Captain Simpkins would be available for a limited tenure, likely no longer than three to six months. It is likely that he will serve for the entire six months, but it is possible that this tenure could be shorter if his professional availability changes. In addition, Kensington would have to cover the full costs of the position, including all benefit costs, to be able to temporarily hire this quality of individual. The total cost for a six-month period is projected at \$213,000. Sufficient funds have been budgeted this year for an Interim Chief of Police and additional Police Sergeant position, which likely will not be filled this fiscal year.

The key terms of the contract are the following:

- Captain Simpkins will supervise the Kensington Police Department and its personnel, assuming the duties of Chief of Police.
- The District will pay Captain Simpkins' salary and benefits, within 30 days of receiving monthly invoices.

- Either party may terminate the contract upon 30 days' notice to the other (or sooner by mutual consent).

It is likely that additional interim Police Chiefs will be needed in the future. Appointing a quality individual in this position at this time should also aid in possibly attracting other quality candidates who may not be in the job market.

### **RECOMMENDATION**

Take public comment and decide by roll call vote if the Board wishes to approve the draft contract as presented or with modifications. One recommended change: a clarification that the ICOP shall be subject to the supervision of the General Manager.

If the Board approves the contract, the motion should authorize the General Manager to negotiate and execute the contract subject to approval as to form by the General Counsel.

### **ATTACHMENTS:**

Draft Contract

**SUBMITTED BY:** Anthony Constantouros, General Manager