

AGREEMENT BETWEEN KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES DISTRICT AND KENSINGTON COMMUNITY COUNCIL FOR RECREATION and EDUCATION PROGRAM SERVICES and FACILITIES MAINTENANCE

To enable the residents of Kensington to benefit from recreational and educational activities, the Kensington Community Council (KCC) and the Kensington Police Protection and Community Services District (KPPCSD) enter into the following agreement:

I. KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES DISTRICT

A. KPPCSD agrees to maintain in good condition and repair the Kensington Community Center (Youth Hut), Building "E", tennis courts and such other recreation property, in and about these facilities, over which it exercises ownership or control (the Park and Recreation Property). KPPCSD's maintenance obligations shall include providing general maintenance of the Recreational Improvements as well as providing janitorial and gardening KPPCSD services, building supplies, utilities and other items listed in Article I of the Objectives attached hereto as Exhibit A for the community Center, Tennis Courts and the Kensington Park grounds. For Building "E", KPPCSD will provide exterior maintenance service only.

B. KPPCSD agrees to provide property insurance coverage on the improvements on the Park and Recreational Property. At this time KPPCSD cannot provide liability insurance covering KCC's recreation and educational programs for the reasons described in the letter from the Special District Risk Management Authority dated April 20, 1998, which is attached. In the event of a casualty to the Park and Recreation Property which substantially interferes with the recreation program or continued operation of the Park and Recreation Property, either party may terminate this Agreement by giving written notice to the other party.

C. KPPCSD agrees to provide Park and Recreation Administrator's services for the administration of KCC's recreational and educational programs and activities, including the collection, accounting and remittance of fees and other income from such programs and activities to KCC. The selection of the Administrator shall be done jointly by KPPCSD and KCC. The reimbursement arrangement and the duties of the Park and Recreation Administrator are more particularly set forth in Articles II and III of the Objectives attached hereto as Exhibit A.

D. KPPCSD shall be entitled to set and retain all rental/use fees in connection with the Park and Recreation Property.

II. KENSINGTON COMMUNITY COUNCIL

A. KCC agrees to maintain a program of recreational and educational activities on the Park and Recreation Property. KCC shall be entitled to set and retain all of the fees and income from its recreation program.

B. KCC shall pay an annual fee of \$3,000 per year, payable in two equal installments due on June 15th and December 15th of each year, for the use of the Community Center, tennis courts, and park grounds and facilities. KCC shall pay \$1.00 per year, payable on June 15th of each year, for the use of Building "E" for educational programs only. In addition, KCC shall be responsible for all interior maintenance, janitorial services and supplies, and utilities for Building "E".

C. KCC agrees to reimburse KPPCSD for the services of the Park and Recreation Administrator, with the following provisions:

1. The initial rate of reimbursement shall be at the rate of \$15.00 per hour plus applicable FICA and Medicare taxes. The maximum hours for which KCC will pay reimbursement shall not exceed 40 hours in any calendar week, 120 hours in any calendar month, or 1,440 hours in any period of 12 consecutive calendar months, without KCC's prior agreement. For hours in excess of 40 in any calendar week which KCC has agreed to, KCC will pay reimbursement at one and one-half times the applicable hourly rate.

2. KPPCSD shall cause the Park and Recreation Administrator to maintain written records of hours worked in the administration of KCC's recreational and educational programs for the purposes of computing the reimbursement under this agreement. Such reimbursements shall be paid monthly by KCC within 15 (fifteen) days after the end of each calendar month, based on the hours worked in the prior month.

3. KCC agrees to reimburse KPPCSD for vacation time provided to the Park and Recreation Administrator at the rate of 25 hours per calendar year. Vacation time shall be included within, and not in addition to, the maximum hours per 12-month period stated in paragraph II.C.1 above. KPPCSD agrees that it will pay for any vacation benefits over and above the KCC reimbursement. KPPCSD agrees that it will pay for medical benefits, sick leave, and holiday pay.

4. KCC agrees to participate with KPPCSD in an annual employee review, to be held in January or February of each year, for the purposes of evaluating the Administrator's performance, salary changes, standard working hours and vacation benefits, and negotiating the appropriate reimbursement rate changes.

D. KCC agrees to maintain a general liability insurance policy covering KCC's activities occurring at the Park and Recreation Property. This policy shall cover KCC, its employees, directors and such other persons as KCC shall determine and shall have minimum bodily injury liability limits of \$1,000,000 per occurrence with a \$2,000,000

aggregate limit and a property damage liability limit of \$50,000. KPPCSD shall be named as an additional insured on the policy and current certificates evidencing such insurance shall be delivered to KPPCSD.

E. KCC agrees to work with KPPCSD under its status as a 501 (c3) entity for the purposes of fund raising and grant application for Park and Recreational facilities enhancements.

This agreement shall commence as of March 1, 2002 and continue thereafter for each twelve-month period unless either KPPCSD or KCC give written notice of intent to terminate or alter the agreement. Any such notice must be given in writing and at least forty five (45) days prior to commencement of the next fiscal year.

It is the intent of both KPPCSD and KCC that this Agreement be reviewed a minimum of every three years.

Patricia M. McLaughlin
For KENSINGTON COMMUNITY SERVICES DISTRICT

Feb 28, 2002
DATE

Donna Suster
For KENSINGTON COMMUNITY COUNCIL

March 7, 2002
DATE

EXHIBIT A

OBJECTIVES OF KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES

DISTRICT AND KENSINGTON COMMUNITY COUNCIL

The objectives of the Kensington Community Services District (KPPCSD) and the Kensington Community Council (KCC) are to furnish the citizens of Kensington with park facilities, recreation and educational programs to meet their needs. In this connection, the general responsibilities shall be as follows:

I. KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES DISTRICT

- A. To make available to KCC and Kensington residents the Kensington Park, Community Center (Youth Hut), tennis courts, Building "E", and such other park and recreation property as determined by the KPPCSD Board.
- B. To maintain these facilities in safe, usable condition.
- C. To be responsible for inventory of property owned by KPPCSD on its grounds and in its facilities.
- D. To provide the services of a Park and Recreation Administrator for administration of KCC recreational and educational programs.
- E. To maintain its existing policy and financial commitment to recreation and education.

NOTE: All facilities and ground maintenance by KPPCSD is based on budget and grant funds which vary with the amount of funds available.

II. KENSINGTON COMMUNITY COUNCIL

- A. To recommend, develop and implement recreational and educational programs that promote the general welfare of the community of Kensington.
- B. To supervise programs, with the aid of the Park and Recreation Administrator.
- C. To furnish volunteers to work with the Park and Recreation Administrator.
- D. To work with KPPCSD in meeting the needs of programs for the citizens of Kensington.
- E. To maintain the interior of the facility known currently as Building "E" in a good, safe and usable condition.

F. To maintain recreation supplies.

NOTE: KPPCSD is not responsible for KCC's program fees.

III. KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES DISTRICT RECREATION ADMINISTRATOR:

The Park and Recreation Administrator shall:

A. Be responsible for setting up the programs and hiring personnel for all programs. The office hours for the Administrator shall be set by jointly by KCC and KPPCSD. The Park and Recreation Administrator shall meet regularly with the KCC to report on the status of the programs.

B. Maintain written records of hours worked in the administration of KCC's recreational and educational programs.

C. Report any damage, repairs or problems with the recreation facilities described in section I, item A to the General Manager of the District and oversee and facilitate any necessary repair and maintenance.

D. Schedule events, explain procedures and issue keys to facility users. KPPCSD shall be responsible for seeing that the facility users obtain the required insurance coverage, liquor licenses, etc.

E. Be responsible for inventory of KCC property and equipment on KPPCSD grounds and in KPPCSD facilities.

F. Work with KPPCSD and KCC Boards of Directors in publicizing the available programs and facilities.

G. Work with the KPPCSD General Manager and KCC in budget preparation, and operate within the budgeted guidelines.