

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

AGENDA

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District will be held *Thursday, April 14, 2016, at 6:30P.M.*, at the Community Center, 59 Arlington Avenue, Kensington, California. The Board will commence its monthly Regular Meeting in open session *Thursday, April 14, at 7:00 P.M.*, at the Community Center, 59 Arlington Avenue, Kensington, California. If further Closed Session is required, the Board will return to Closed Session following the end of the Regular Meeting.

1. Call to Order/Roll Call 6:30 P.M.

2. Closed Session-Public Comment

- a. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION, (Paragraph (1) of subdivision (d) of Section 54956.9), Name of case: Meyers v. Kensington Police Protection and Community Services District.

3. Regular Meeting: Open Session-Call to Order/Roll Call 7:00 P.M.

The Board will return to Open Session at approximately 7:00 PM and will report out on the Closed Session if reportable action is taken.

Note: All proceedings of the open session meeting will be videotaped.

- 4. Public Comments** Members of the public may address the Board on any issue on the Consent Calendar and items not listed on the agenda that are within the subject matter jurisdiction of the District. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of five (5) minutes per Board Policy 5030.41.

5. Board/staff comments

6. Consent Calendar

- a) Minutes of the Regular Meeting of March 10, 2016 P-4
- b) Unaudited Profit & Loss Budget Performance Report for March 2016 P-31
- c) Park Revenue & Expense Report for March 2016 P-34
- d) Board Member Reports-None this month
- e) KPD Monthly Statistics for March 2016 P-41
- f) Training/ Reimbursement Report- P-48
- g) Correspondence P-59
- h) Recreational Report P-94
- i) Monthly Calendar P-95
- j) General Manager's Report March 2016 P-97

7. Old Business

- a. Update from Ad Hoc Committee on Governance.
- b. The Board will receive a report regarding a proposed contract with the Kensington Police Officer's Association and the Kensington Police Protection and Community Services District. The Board will review the terms and conditions of the contract and possibly take action to approve the contract. Second reading. Board action item. P-98

General Manager Recommendation: Receive the report, take public comment, deliberate, and consider approval of the proposed contract.

8. New Business

- a. Introduction of new employee: The IGM/COP will introduce Theodore Foley to the community and swear him in as Kensington's newest Police Officer.

General Manager Recommendation: Receive the presentation, and take public comment. Informational item.

- b. The Board will receive a report from the IGM/COP regarding the possible implementation of body worn cameras for Kensington Police Officers, as well as the possible use of Automated License Plate Reading technology (ALPR). Informational item. P-122

General Manager Recommendation: Receive the presentation, and take public comment. Informational item.

- c. The Board will discuss possibly changing the order and manner in which it takes general public comment for items not on the agenda. P-137

General Manager Recommendation: Discuss the item, and take public comment. Informational item.

- d. The Board will receive a report from Director Cordova regarding the possible reappointment of Mr. Mike McGill to a regular Special District LAFCO seat April 18, 2016. Board action item

General Manager Recommendation: Receive the report, take public comment, deliberate, and consider the reappointment of Mike McGill to LAFCO.

9. ADJOURNMENT: Next meeting is scheduled for May 12, 2016 at 1930 hours, unless changed by the Board of Directors.

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:

Interim General Manager Kevin. E. Hart, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707. POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org.

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

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.

The deadline for agenda items to be included in the Board packet for the regular monthly meeting is the Wednesday before the regular scheduled Thursday meeting the following week.

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 3/10/16

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, March 10, 2016, at 6:00 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. The Regular meeting of the Board of Directors followed.

ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Len Welsh, President	Randy Riddle, Renne Sloan Holtzman Sakai LLP
Rachelle Sherris-Watt, Vice President	Adam Benson, Renne Sloan Holtzman Sakai LLP
Chuck Toombs, Director	John Holtzman, Renne Sloan Holtzman Sakai LLP
Patricia Gillette, Director	David Bergen
Vanessa Cordova, Director	Andrew Gutierrez
	Simon Brafman
	David Spath
<u>Staff Members</u>	Karl Kruger
Interim GM/COP Kevin Hart	Jim Watt
Sgt. Hui (on duty)	Ron Wizelman
Lynn Wolter, District Administrator	Linda Lipscomb
	Chris Deppe
<u>Press</u>	Leonard Schwartzburd
Linnea Due	Garen Corbett
	Gail Feldman
	Celia Concus
	A. Stevens Delk
	Marilyn Stollon
	Rich Karlssen
	Mabry Benson
	Rick Artis
	John Gaccione
	Trisha Mindel
	Vebika Elliott
	Lori Trevino
	Lisa Caronna
	Gloria Morrison
	Barbara Stienburg

President Welsh called the meeting to order at 6:02 P.M. President Welsh, Vice President Sherris-Watt, Director Toombs, Director Cordova, Director Gillette, Interim GM/COP Hart, and District Administrator Wolter were present.

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PUBLIC COMMENTS

Mabry Benson asked why the Board would be considering an MOU with the officers prior to the Ad Hoc Committee completing its work. She said:

- The proposed MOU was worse than the one the District had considered in November 2014.
- The Board should retain the right to dismiss officers.
- The Board should retain the right to disband the police department or contract out for services.
- It was good that employees make a modest contribution to their healthcare.
- Health coverage into retirement should not be continued.
- Dependents should not receive coverage.
- There should be an amount provided for the change in the way life insurance would be provided.
- Vacation accruals were generous.
- Salaries were bad, especially the one time payment of \$1,000 to make up for the absence of salary increases during prior years.
- The MOU was not a good deal for the District.

CLOSED SESSION

The Board entered into Closed Session at 6:11 P.M.

- a. Conference with Labor Negotiators (Government Code Section 54957.6) Agency designated representative: Jonathan Holtzman, Renne Sloan Holtzman Sakai LLP. Employee organization: Kensington Police Officers Association. The Board was to receive an update in contract negotiations.
- b. Public Employee Discipline/Dismissal/Release (Government Code section 54957(b)).
- c. Public Employee Discipline/Dismissal/Release (Government Code section 54957(b)).

The Board returned to Open Session at 7:28 P.M.

President Welsh took roll call. Vice President Sherris-Watt, Director Toombs, Director Gillette, Director Cordova, and President Welsh were present.

President Welsh reported that, with respect to all three items, there was nothing reportable.

Director Cordova said she had recused herself for items b and c.

President Welsh announced that he wanted to move some of the agenda items. In particular, he wanted to move the MOU to the beginning of the agenda because the attorneys were present and would need to leave, once that item had been completed. He said that he also wanted to change the order in which several other agenda items would be considered and explained that the final agenda item had been placed at the end of the agenda because it had been submitted late.

PUBLIC COMMENTS

Barbara Steinberg reported that a possible site had been identified for a Kensington post office. She said that Director Cordova had been negotiating with the Post Office and had said that she thought community letters could stand in the way of those negotiations. Director Cordova responded that she had not been negotiating on the District's behalf and said that the Post Office was trying to make it financially feasible for a merchant to have a village post office. Director Cordova said that the identified

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possible location might require the relocation of some of the community's fixed mailboxes and that the Post Office recognized that there is a need for a site in Kensington.

Mabry Benson said that it had recently come to her attention that some of the officers used their safety equipment allowance to purchase guns. She said that, although the allowance amount of \$250 didn't cover the entire cost of each gun, the District had a part interest of each gun. She said, with respect to her participation on the Ad Hoc Committee, she wanted to say something. She noted that this was recent information that had not yet been dealt with by the Committee and thus, she was making the comment on her own behalf. She said that El Cerrito and Albany had suggested the District ask POST Management Studies to do a study of the District's policing needs. She said that the three Committee members who were asked to study contracting out were not at all qualified to gather the needed information for that kind of study. She noted that because the Brown Taylor report was eight years old, current information was needed. She asked that the District authorize such a study.

Lori Trevino said she wanted to discuss something disturbing that she had learned. She said she believed that President Welsh and Director Gillette needed to recuse themselves from any discussion or action related to discipline of Sergeant Barrow because they had demonstrated an inability to objectively deliberate on any matter involving him. She said she had received copies of District phone bills for the period May 2014 that showed that, just after the Reno incident, the first person Sergeant Barrow called was former GM/COP Harman and that the first person former GM/COP Harman called was President Welsh and the second was Tony Lloyd. She noted that, on the following day, former GM/COP Harman had called Sergeant Barrow and another Reno phone number before calling Sergeant Barrow and President Welsh again. She added that subsequently, Director Gillette had called Sergeant Barrow and spoken with him for half an hour. Ms. Trevino said it appeared that both President Welsh and Director Gillette had been informed of the Reno incident immediately after it had occurred. She suggested that this was an effort to help Sergeant Barrow avoid discipline. She noted that Sergeant Barrow started using his personal cell phone for District business soon after IGM/COP Hart arrived. She noted that IGM/COP Hart receives as allowance for a cell phone but that he had indicated that he did not use this allowance because he didn't want to carry two phones. She said IGM/COP Hart actually did have two phones: There was one number on his business card and another, which appears on District phone bills, that he uses to call others. She said the IGM/COP Hart had told people at a recent community gathering that Sergeant Barrow had texted him following the traffic stop involving Director Cordova. She said the District had no record of those texts.

Gloria Morrison said she wanted to be sure that the report from IGM/COP Hart, involving claims of harassment, would be discussed. She said this report covered the crazy things people believe when they think they're being harassed. She said she thought the report was an excellent explanation of what had happened and she thanked IGM/COP Hart because public confidence in the police department and its chief was essential.

Marilyn Stollon read a letter from Cathie Kosel about IGM/COP Hart's report. Ms. Kosel's letter said:

- IGM/COP Hart's comments about claims of harassment, made by three women, had been dismissive and offensive.
- IGM/COP Hart's investigation into claims made by Director Cordova, Laura Chick, and Ms. Kosel was shoddy, incomplete, and unworthy of his position.
- IGM/COP Hart could have reported that he didn't have access to records involving Ms. Kosel.
- Former GM/COP Harman had delivered several boxes of documents to the Fire District for shredding during his final three months in office.
- IGM/COP Hart had not contacted Ms. Kosel for any information she could have provided. Instead, IGM/COP Hart had taken a public shot at undermining Ms. Kosel's credibility and this raised questions about his own credibility.
- She questioned whether IGM/COP Hart would find evidence of abuse in the District's annals, adding that bad guys didn't keep records of their misdeeds.
- She had kept perfect records, including boxes of documents, in case she decided to sue the District for harassment.

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- She had provided proof of the incident to Thomas Peele because he had demanded proof.
- Thomas Peele's reputation for good journalism was well known, as he did not report anything that had not been supported by evidentiary proof.
- Had IGM/COP Hart asked, she could have provided a copy of a June 2010 email from Kurt Franklin in which he stated that he referred to the allegations of one exposing oneself that had been made by officers.
- She had a copy of an invoice from attorney Lee Anne Wallace, who had been hired by former GM/COP Harman to investigate allegations that had been made against Ms. Kosel.
- There were additional documents associated with the incident, and her attorney and Mr. Peele had copies of them.
- Harassment had been used in Kensington to silence those who had questioned KPPCSD expenditures and police interactions with citizens.
- IGM/COP Hart's report was an attempt to cover-up inconvenient truths about rogue officers.
- The report coincided with the desperate attempt, by the majority Directors, to silence Director Cordova by proposing an unlawful policy restraint on her first amendment rights as well as the rights of all whistleblowers.

Ms. Stollon cited documents that had been attached to Ms. Kosel's letter.

Jim Watt suggested that, when the Board had such a long agenda, it should schedule two meetings in the month and asked that the Board consider adding another meeting two weeks hence.

Celia Concus said she wanted to address IGM/COP Hart's attempt to discredit Peele. She said that IGM/COP Hart reported that he had reached out to all those mentioned in Peele's article and had obtained records related to the claims of harassment. She questioned whether he had reached out to Laura Chick. President Welsh responded that he, himself, had reached out to Laura Chick and had asked her what had happened. Ms. Concus responded she had reached out to Ms. Chick, too. President Welsh said he had told Ms. Chick that it had been a 9-1-1 disconnect that had resulted in the police coming to her house: Mr. Peele had reported that the police had shown up for no good reason at all. President Welsh also said that he had asked Mr. Peele on which day the incident had occurred and that Mr. Peele had responded, sometime in 2012. President Welsh added that he had asked IGM/COP Hart to research this matter but that the article had been written without IGM/COP Hart's information. President Welsh concluded by saying that Ms. Chick had told him that Mr. Peele had misrepresented what she had said.

Ms. Concus responded that she, too, had spoken with Ms. Chick and that Ms. Chick had told her that police officers had arrived and asked her if she had made a 9-1-1 call and that Ms. Chick had said she hadn't. Ms. Concus said the officers then asked Ms. Chick if anyone else was in the house who had made the call and Ms. Chick had responded that there was a sleeping child. Ms. Concus said Ms. Chick was furious that the report indicated that she had misdialled because she had not misdialled and had not made the call. Ms. Concus said that Ms. Chick was emphatic that the officers had lied when they had filled out their report on the incident. She said the responding officers had been Sergeant Barrow and Officer Ramos and she questioned whether this had been a rehearsal for the Director Cordova traffic stop. Ms. Concus said she next wanted to address Cathie Kosel, but that this had already been addressed. Ms. Concus asked if IGM/COP Hart had contacted Director Cordova or Joanne Garvey, whose number had been used to dial the call. Ms. Concus said Ms. Garvey could not have made the call because she had died six months before the call had been made. Ms. Concus said the call had not been made from that house. President Welsh responded by asking Ms. Concus if she thought the District was making up that there had been a 9-1-1 disconnect and if she thought that the records IGM/COP Hart had obtained were false. He said that 9-1-1 disconnects happen frequently: A call goes through, Richmond Dispatch picks up the phone call, and then police respond to that with higher priority because it could mean that someone with bad intentions was pulling the phone out of the caller's hand in the midst of their emergency call for help. He said that, although it is unknown why the call had been made from Ms. Chick's residence, there was a record of it at Richmond Dispatch. He clarified that the police had come to Ms. Chick's home because of a 9-1-1 call and that, as such, they had gone there for a legitimate reason: It was in the records.

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Lisa Caronna said she that, when she read IGM/COP Hart's report, she was grateful that he had looked at the actual call record. She said that Richmond was where all the community's 9-1-1 calls went. She said that, were she to call 9-1-1 or her burglar alarm were to go off, she hoped that someone would come to her door. She said she was relieved that the logs had shown that these had been 9-1-1 calls because there had been so much controversy surrounding the allegations that officers had shown up without there having been calls. She said this was a relief and she appreciated the research that had gone into that side of the story.

Andrew Gutierrez said he was one of the people who had been included in Mr. Peele's article as someone who had been intimidated. He said IGM/COP Hart's summary was, basically, the same as former GM/COP Harman's had been. He said there had been a discrepancy between former GM/COP Harman's version and his own of the traffic stop written about by Mr. Peele. He described former GM/COP Harman's version and his own version. He said it was not dark and that Officer Turner had tailgated him. He said the incident did not happen on the Arlington, it had been on Norwood. He said that, prior to his being on Norwood, the officer had caught up with him on Arlington Ave. and had tailgated him all the way to the Fouda's home on Norwood, where Mr. Gutierrez said he had gone to pick up the Foudas to take them to an event. He said there had been one officer and former GM/COP Harman had said there had been two officers and that it had been dark. Mr. Gutierrez reiterated that neither had been the case. He said that former GM/COP Harman's letter said the officer did not give him a ticket because Mr. Gutierrez was a known critic of the police department. He said the officer parked behind him for quite some time but didn't get out of his car and that the officer let him go back out onto the street with a broken taillight. He said it spoke of low character that the police department didn't issue a ticket to him because he was a known critic. He said the police department had been problematic for the 25 years he had lived in Kensington. He said it was unprofessional not to have told him about the broken taillight because it could have put his, and others', safety in jeopardy. He said the officer pulled away when he saw the Foudas come out of their home. He said former GM/COP Harman had said he had interviewed everyone who had been involved but that neither his wife nor the Foudas had been interviewed. He said just about everything in former GM/COP Harman's report had been in error. Mr. Gutierrez said he had written to former GM Harman about his reporting and handling of the case. He cited this as a conflict of interest because he had been writing to the person who was his own boss. He said that the idea that a dysfunctional group, like the Kensington Police Department, and amalgamate it with a functioning group, like the Fire Department belied any common sense. He handed out copies for everyone and said he wondered how much of the information would be found in former GM/COP Harman's records. A copy of this handout is included in the April 2016 Board Packet, under correspondence.

Rich Karlssen said that he had served a lot of professional boards and that this was the first board he had known to take public comment before the meeting began. He said that the problem with this was that the business part of the meeting was starting forty minutes late. He said the purpose of the Brown Act was for the community to be informed of the order in which the Board would be considering agenda items. He said the Boards he had represented had taken public comment at the end. He said he came to District meetings to hear what action the Board would be taking and to participate in those discussions. He asked the Board to consider moving public comments to the end or the middle of its meetings. Director Cordova asked for clarification that Mr. Karlssen was referring to general public comment for items not on the agenda. Mr. Karlssen responded in the affirmative. President Welsh responded that this was an excellent suggestion and said he would put this on the agenda for the next meeting.

David Bergen asked how the agendas were generated; specifically who writes it, who decides what's to be included, and who decides the order. President Welsh responded that any Board member could request that an item be placed on the agenda and that he and IGM/COP Hart put together the agenda. He added that, if someone wanted to have something placed on the agenda, it needed to be submitted by the Thursday before the Board meeting. He said a member of the public could also make a request for the President to consider. He added that the attorneys are also consulted because there were things that could and could not be said.

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BOARD COMMENTS

Directors Toombs and Cordova said they had no comments.

Director Gillette said she didn't appreciate Lori Trevino having accused her of being a liar during public comments. She said that, during the time Ms. Trevino had cited in District phone records, she had been in the midst of negotiations with the police department, that both she and Sergeant Barrow had been on the negotiating team, and that she believed that had been the topic of the phone conversation. She said the innuendo that she had spoken to Sergeant Barrow about something, of which she knew nothing at the time, was inappropriate and she didn't appreciate it.

Director Gillette said had an update on community outreach and that she would place the item on the next month's agenda. She reported her ideas to date:

- A column in the Outlook, in which two Directors would issue a report related to the Board's work.
- Something related to new residents – perhaps a welcome letter containing information about what the District does.
- An annual meeting hosted by two Directors to welcome new residents to the Community.
- National Night Out – assign one or two Directors to attend separate events.
- Fall Barbeque – an informational table staffed by Directors, with other Directors assisting on the food line and in other ways.
- PTA Meetings – one or two Directors attending to talk to parents about the District and its current projects.
- Online chat opportunity.
- Coffees at people's homes for local input.

She asked people to email her if they had additional suggestions or had objections to what she had suggested.

Vice President Sherris-Watt reported that the Park Buildings Committee would be meeting on Monday at 7:00 PM. She reported that she, Jim Watt, and Tod Hodson, members of the Park Buildings Committee, had attended the KCC meeting the past Monday. She said the KCC had hired a new KASEP Coordinator, Kari Tindol, who was currently serving as PTA President of Kensington Hilltop School. She said current coordinator, Marty Westby, would be leaving in December and would be sorely missed.

Director Cordova said she wanted to acknowledge the services of Ms. Westby and said she was a phenomenal administrator. President Welsh also thanked Ms. Westby for her service, and she received a round of applause.

STAFF COMMENTS

IGM/COP Hart reported that Officer Wilkens' peers had selected her to be Officer of the Year and that 9-1-1 text service was now available. He said that officers would respond to this and that there would be written documentation in the computer system of such calls for help.

IGM/COP Hart said that he wanted to address some of the things that had been said about his report regarding things that had been written in Thomas Peele's recent article. He addressed Lori Trevino and said he had never said at the public meeting she had referenced that Sergeant Barrow had sent him a text message during the Director Cordova traffic stop. He stated: That did not happen. He said he was not a liar. He said he did not have two cell phones. He said that, to save the District money when he came on

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board the prior year, he had Google assign a second phone number to his personal cell phone such that his personal cell phone now has two numbers associated with it. He said it was not his intent, in his report, to discredit anyone, but it was his intent to put out accurate information based on the records he could find. He said members of the Board and the community had asked him to respond to Mr. Peele's article to ensure that the facts were provided.

IGM/COP Hart reported that Public Works would be in the community to keep drains clear during periods of heavy rainfall.

IGM/COP Hart responded to earlier comments about agenda items: He said that items that are to appear on the agenda need to be submitted by the Thursday before the Board meeting. He said items appearing at the end of the agenda have usually been submitted late, after the rest of the agenda has already been prepared.

District Administrator Wolter reported that IGM/COP Hart had introduced identity theft booklets and that copies of these were available on the table at side of the room. She reported that three Directors still needed to submit Forms 700, which would be due on April 1st, and that the Transmittal Form would need Director signatures the next day.

Director Cordova asked IGM/COP Hart to see if the Outlook could accommodate something about Text 9-1-1.

NEW BUSINESS

8a. The Board received a presentation from the Interim General Manager/Chief of Police about offering a \$15,000 reward for information leading to the arrest and conviction of the suspect(s) of an unsolved homicide that occurred in Kensington in March 2011.

IGM/COP Hart introduced the item, saying that homicide victim Eric Elliott had been killed in Kensington Park in the early hours of March 12, 2011. He said that he had been meeting with the victim's sister, Kensington resident Vebika Elliott, every month, he was trying to breath new life into the investigation, there were some potential suspects, he hoped a \$15,000 reward for information leading to the arrest and conviction of the suspect(s) would help solve the crime.

Vebika Elliott spoke about and provided photos of her brother, who had grown up in Kensington and who had been killed at 50 years of age. She said she had come to advocate for a reward leading to the arrest of the people who had killed her brother. She said that, ever since IGM/COP Hart had let her know that the District's legal counsel had said it would be legal to offer a reward, it had been a difficult time for her. She described Kensington as a rural community when she and her family had moved to Kensington in 1963, that, as children, she and her brother had roamed throughout the area and so knew it well, and that it was a different world then. She said that her brother had been camped out in the park, at the time he was killed, because the community had been his home. She said her experience with former GM/COP Harman had not been good but that she had kept in touch with Sergeant Barrow, who had been really good. She said her mother had been heartbroken by the murder of her son and had died soon thereafter. She said that, when she had heard that the District was going to hire a new General Manager/Chief of Police, she had emailed the Board to encourage them to hire a good detective. She said it wasn't the 1970's anymore: There was real crime occurring. She said that, in the Kensington Police Department there had always been good officers and unpleasant ones. She said you fix what's broken. You don't just throw it out. She said that, with a real Police Chief, the Board could fix what was broken and evolve. She said she had been pleasantly surprised when she had learned that the Board had hired someone who had been a homicide detective, had experience in forensics, and had been in charge of a homicide unit. She said people would never appreciate the Kensington Police, motley crew that they are, until one's brother has been killed in the Kensington Park. She said that former GM/COP Harman seemed to have been ruined by the administrative part of his job and that, because of this,

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maybe there was too much crime for the GM and COP positions to be combined. She said IGM/COP Hart had been promptly responsive to her phone calls, he had contacts with the press, and, with all he had done, he was her hero. She concluded by saying that her brother deserved the reward and that there was real crime and the community wasn't immune to it.

Vice President Sherris-Watt said she was concerned about just putting out a reward without getting information out to the community. She said the District had not done a good job of getting the story out: There had been just a small square devoted to it in the Outlook. She said she would like to know that there was a targeted plan to bring people to justice. President Welsh asked IGM/COP Hart how he would get out the word. IGM/COP Hart responded that there would be a press conference and press release letting it be known that police departments were looking for information leading to the arrest and conviction of the suspect(s) regarding a homicide. He said that, because the homicide had occurred five years earlier, it was considered a "cold case." He said that, based on the video he had seen, he believed there were people out there who may have information about the case. President Welsh said that he didn't see any harm in offering the reward because it could help solve the crime but that, if it didn't help solve the crime, the District wouldn't be out any money. IGM/COP Hart said he wanted to be very direct: He was looking for a murder, he needed to get out information, and people would pay attention to a \$15,000 reward. He said it could, potentially, be years before the District would have to pay the reward. He said, if one had ever seen a dead body, it had a dramatic impact.

Director Cordova asked if IGM/COP Hart could provide the Board with more detail about the case in a Closed Session. He responded in the negative. Director Toombs reiterated that there would be a press release that would coincide with the announcement of the reward.

Sandy Waters said she had heard that, at the time the body had been discovered, the crime had initially not been determined to be a homicide and that it hadn't been investigated well. IGM/COP Hart responded that there might be some semblance of truth to that: It initially had not been determined to have been a homicide; it had been determined to have been so only after an autopsy had been performed. Ms. Waters asked for clarification that the Kensington Police Department had been the one to determine that it had been a homicide five years earlier. IGM/COP Hart responded in the affirmative.

Mark Bell said he would welcome information about this, as he was the parent of two children who use the park all the time. He said many other families do as well and thus, there were a lot of eyes on the park. IGM/COP Hart said he welcomed information from anyone who had been in the park on March 12, 2011, between the hours of 1:00 A.M. and 6:00 A.M.

Director Cordova asked if the money would come from the general fund or elsewhere. IGM/COP Hart responded that, ultimately, the money would come from the general fund.

MOTION: Director Toombs moved, and Director Gillette seconded, that the Board offer the \$15,000 reward for information leading to the arrest and conviction of the suspects regarding the unsolved homicide and that, as part of that, a press release would explain the circumstances behind the death and the relationship of Mr. Elliott to Kensington, and that this reward is pending on the arrest and conviction of the perpetrator or perpetrators.
Motion passed: 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT:

8b. The Board Received a report regarding a proposed contract between the Kensington Police Officer's Association and the Kensington Police Protection and Community Services District. The Board reviewed the terms and conditions of the contract and decided whether to place the contract on the April 2016 agenda for possible approval.

John Holtzman and Adam Benson provided the background information for this item. Mr. Holtzman said he had been the lead negotiator for the tentative agreement with the POA and that Mr. Benson had

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been on the negotiating team with him. He said that Mr. Benson had done a lot of cost analysis that had led to the agreement. Mr. Holtzman said the negotiating team had been Mr. Benson, Director Toombs and himself. He said that negotiations with the POA had re-commenced in around July 2015 and that there had been numerous meetings. He said the Board had decided that the prior tentative agreement had contained a number of shortcomings – among them: The four-year term; the cost of a 17% wage increase with the officers giving back 12% for pension contributions (when one adds to wage, one has to pay pension on that amount – a 1% wage increase would actually cost 1 ½%, while the 1% give back was just 1%); and the absence of getting employees to pay a portion of their medical costs, which also affected the hidden costs associated the retirees.

Mr. Holtzman explained that the major elements of the new tentative agreement:

- An expiration date of December 31, 2017. He explained that this was about as short an MOU as one would want – because of the costs associated with negotiations – and that, given the short term, new negotiations would need to begin in about one year.
- There would be no wage increases between the time the current MOU expired and March 1, 2016.
- A 3% across the board increase on March 1, 2016 as well as a \$1,000 lump sum payment, upon the initiation of the agreement and a second 3% across the board increase on March 1, 2017. He noted that this was less than the 17% increase that had been proposed in the prior tentative agreement. He said the purpose of the \$1,000 payment was: a) that it enabled the District to avoid having to make retroactive payments, which, he explained, was difficult to calculate because it affected overtime and every other component of pay; b) it was not costly because it didn't add to base pay and; c) it would not be pensionable.
- Offsetting the wage increases would be: A 4% give-back on the part of the employees to begin paying for their pension, which he said was less than the 12% give-back that had existed in the prior tentative agreement; and an \$85 per month give-back by the employees for medical coverage, beginning January 1, 2017, with another increase to \$125 per month on June 30, 2017. Mr. Holtzman explained that this change would apply to retirees as well.
- The grievance procedure: He explained that the current MOU gave the impression that the Chief and the Board could initiate discipline against police officers. Mr. Holtzman explained that, under the Government Code, only the Chief could initiate discipline against officers. He said this also was a due process issue because the Board would need to serve as the appellate body to consider discipline. He said the tentative agreement clarified this language.

Mr. Benson spoke about cost aspects of the tentative agreement. He said that there were supplemental documents about this in the Board Packet. He described the documents:

- A compensation comparison that showed wage and benefits data, as of June 30, 2015, for a number of jurisdictions; Albany, Berkeley, El Cerrito, Moraga, Piedmont, Richmond, Broadmoor Police Protection District, Central Marin Police Authority, and East Bay Regional Park District. He said that, when he looked at just wages, Kensington's top step officers' salaries were 15% - 20% below the average. He said that, when benefits were factored in, Kensington's top step officer total compensation was about 6% below the average. When he compared Kensington only to other Special Districts, the data showed that Kensington was somewhat ahead.

He said he had also looked at the compensation for an El Cerrito firefighter, which the Board had asked him to do.

Mr. Benson said the tentative agreement would total a net increase of less than 1% per year. He said the tentative agreement was better than what had been negotiated in other nearby communities. He said the labor market was improving and that the current tentative agreement was consistent with what he and Mr. Holtzman had seen several years ago, when agencies were in much worse shape. He said that, as the economy was improving, they were starting to see wage increases consistent with CPI, in the 2% - 3% range. He said Kensington's tentative agreement was similar to that of Ross.

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- A cost analysis that included the tentative agreement, step increases, longevity pay, and a placeholder for a tenth officer. He said there would be less than a 1% increase in the overall budget for FY 2015/16; about a 4.32% increase in total compensation in the following fiscal year, which would be due, in large part, to the addition of the tenth officer for the full year; and another 2.91% for fiscal year 2017-18. He noted that this did not include possible changes in the ARC amount and said that this would be close to cost neutral. With respect to the District's overall revenue, Mr. Benson said that a 1% increase in property taxes would bring in about \$15,000, not including supplemental taxes under Measure G; a 2% increase would be likely, and a 3% increase would be possible.
- A comparison between the old tentative agreement and the new one to show the timing differences and the total impact.

Vice President Sherris-Watt asked about the comparison between the compensation for a Kensington police officer and an El Cerrito firefighter and whether it included retirees' benefits. Mr. Benson said it only captured the value current active members' salary and benefits information during one year of service; it did not capture future benefits.

Director Gillette asked what would happen if the District did nothing and kept the current MOU for the next 2 ½ years. Mr. Benson responded that PERS and healthcare would be key drivers, but that, if the District were to adopt the tentative agreement, it would net out to about the same if the District were to do nothing. He also noted that the officers had received only one 3% increase in the prior six years and that the agreement would begin to address pent-up labor demand. He said benefit costs would continue to increase, and the agreement would begin to address this. Director Gillette responded by thanking Mr. Holtzman and Mr. Benson and by saying she was pleased about the healthcare contribution and the minimal overall impact, while still giving the officers a wage increase.

Jim Watt said he disagreed with Mr. Holtzman and Mr. Benson. He said he had done his own compensation analysis, using Clayton, Moraga, Tiburon, Ross, and Belvedere. He said that he had concluded that Kensington officers' wages were similar. He said the real differences were in the benefits. He said that, with benefits, the difference between Kensington and the other five communities was about \$25,000 per officer, or \$250,000 per year based on 10 officers. He said he had hoped the proposed MOU would address the officers' generous benefits, but it did not. He said, if ratified, the MOU would increase officers' pay by 3%, effective March 1, 2016, and by another 3% a year from now for a total increase of 6%, or about \$50,000 total salary increase for nine officers. He noted that the net salary increase, after the giveback, would be about \$17,000. He said that the \$50,000 salary increase would be pensionable and the District's pension obligation was about 45% of total salary. He said this would result in an annual increase of \$23,000 in District cost; thus, the increase in salary and pension costs would be about \$40,000 per year. He said that the healthcare contribution, on the part of employees and retirees, would equal \$33,000. He said this would also lower the District's ARC contribution by about \$7,000. He said medical cost decreases would equal about \$40,000, while the salary increases to the officers would equal about \$40,000. He said the drawback to this was that the officers' contributions were fixed but medical and pension costs would continue to increase. He said there would likely be a \$25,000 increase in medical costs and a \$25,000 increase in PERS costs. He said that, based on this, the officers would have improved their position by about \$28,000 and the District's costs would have increased by \$50,000 by the end of the tentative agreement. He noted that, during the same period of time, the retired officers would be \$25,000 worse off. He said this was not a contract of which to be proud because the officers would be the winners, not the District. He advised the Board to go back to the bargaining table.

Gail Feldman read a statement on behalf of the Kensington Property Owners' Association (KPOA). She said that the KPOA appreciated the work that had been done but that the KPOA advised caution, with respect to the long-term costs of the tentative agreement. She said that Kensington was behind with respect to its employees' and retirees' contributions; Kensington taxpayers would still be picking up 90% of the benefits costs. She said that cost containment was needed now, a long-term strategy was needed, and she asked Mr. Benson for any cost analyses he had not included in the Board Packet.

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Linda Lipscomb said that she was in favor of the agreement, that it was wonderful, and that it had been a long time in coming. She said the officers had been very patient and that the Board's committees had worked very hard. She noted that the District had lost a couple of officers and that she was sure salaries had played a major part in this. She said she had small packet of salaries in neighboring jurisdictions: El Cerrito, Berkeley, Albany, and Richmond. She said that, contained in her packet was an article about the Sheriff's Department that cited that department was losing deputies because of salaries. He said people could talk all they wanted about benefits, but that, when a young man came into a community, he would be looking for how much pay he could get. Ms. Lipscomb thanked all involved for reaching a proposed agreement and said she and many other Kensington residents were happy and relieved that the officers, upon whom the resident rely in daily life, would finally have a contract. She said she had looked at the contract and had concluded it was a terrific deal for Kensington taxpayers and said it addressed the need for officers to earn a comparable wage. She said she had not included Clayton in her analysis because it was not comparable – it was located out in the valley and was not comparable to the kind of service Kensington's officers give. She noted that, in the first year of the contract, the officers' base salaries would be 26% lower than those of the surrounding communities of Albany, El Cerrito, Berkeley, and Richmond. She said that, in the second year, officers' salaries would be 24% less than the base salaries in the same surrounding communities. She said the same would be true of Sergeants' base salaries, which would be 23% lower than those of surrounding communities in the first year and over 20% less in the second year. She said that, to those who thought that contracting out to El Cerrito would be a viable idea, she noted that the proposed salaries for Kensington's officers would be 21% lower than those of El Cerrito's officers in the first year and 19% lower in the second year. She noted that, in her review of published information, raises for sworn employees ranged from 2% in Berkeley to 4½ % in Albany. She thanked the negotiating team for including employee participation in both medical and pension contributions.

Rick Artis said he had brought his computer to the podium so that he could refer to a graph. He said he was cautiously optimistic about the tentative agreement. He said that, in the end, the issue was revenue and expense. He said he had presented this data at the previous town hall meeting – he showed the Board and audience a graph on his computer, which he said was available on the District's website – and said that the historical revenue and expense lines were very close together. He said he would like to see how those lines would extend by incorporating the data of the tentative agreement into the graph, but that it looked as though the tentative agreement would contain the rise of the police side of costs to within the rising slope of revenue. He said the nasty increases for the District hadn't been from police costs; they had been from other areas. He said the proposed agreement sounded good, he was encouraged by the structural change, and the District seemed to be heading in the right direction. He concluded by saying that an entry-level police officer did not make a particularly high salary, based on what was in the proposed MOU: His gardener and his housekeeper, on an hourly basis, make about 75% of what the District would be paying an entry-level police officer in Kensington. He said this did not seem to be an outrageous salary but noted there were benefits that contributed a lot. He said that there had been discussions during the evening's meeting about the value of officers and about crime in the community and that people should ask themselves if a police officer was worth just a little bit more than a gardener. He concluded by saying he supported this proposal.

At 9:40 the Board stopped to make a motion to continue the meeting past 10:00 P.M.

MOTION: Director Gillette moved, and President Welsh seconded, that the Board continue the meeting past 10:00 P.M.

Motion passed 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT:

Garen Corbett said he was not speaking as a member of the Ad Hoc Committee or as a Kensington Property Owners' Association member. He said he was cautiously optimistic about the proposed MOU. He said he was a former benefits consultant, and he had spent a lot of time thinking about various

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aspects of benefits and their projected costs. He said this seemed like a very reasonable and good deal for the community. He said he thought the District should start thinking now about where it would be in a year and to begin thinking about those negotiations, in terms of: structure; the community's priorities; the optimal size of the police department; and the services we want to be providing. He said the long-term obligations were large and scary. He said the progress regarding health and pension contributions was the right one. He noted this had likely been difficult to negotiate, especially in light of the pent-up salary pressure. He concluded by saying he supported the agreement.

Karl Kruger thanked the people who had negotiated the contract. He said he was happy there was a proposed contract because the community's police officers should not have gone without a contract for the time that they had. He said he endorsed what was in the contract. He said he liked the fact that the vacation accrual would be capped and said he hoped the IGM/COP Hart would not allow officers to build up vacation. He said he thought that fourteen holidays was excessive but that, in total, he supported the contract.

Mabry Benson said that the officers would be paying only a 2% contribution to PERS in the first year and that the 4% contribution wouldn't take effect until the second year. Adam Benson confirmed that was correct. She said that, in the earlier version of the MOU, the officers were going to end up contributing 9% and that the tentative agreement amount was not close to this and, thus, was not a good deal. Mr. Benson said the prior deal would have brought the officers up to 12%, but it would have given the officers a 16% salary increase at the same time, which really would have cost 1.5 times that amount. Ms. Benson said she thought the officers needed to start contributing to PERS and the pay raises, near the middle, were too high. She said she didn't think this job was anywhere near as hard as the job in Richmond and Berkeley, which were near the top. She said it was nice that everyone would be making a health contribution but asked if medical would continue for retirees. Mr. Benson responded that the current requirement, in the government code, was that whatever an agency paid for active employees, it must pay the same for retirees. He said the District could move away from that by adopting a cafeteria plan, but it could not get there as part of the current negotiations. Ms. Benson responded that paying for retirees' health costs had been a major part of budget discussions and that she was disappointed that these costs would continue. She asked how much the life insurance would cost annually. Director Toombs responded about \$200 per officer. Mr. Benson said the District would be changing the approach on this: Instead of reimbursing each officer the amount of the premium, the District would provide coverage through a group policy, which should be less expensive. She questioned the vacation accrual calculation. Mr. Benson responded that some of the officers had accrued vacation that exceeded the amount allowed under the current agreement: The new agreement would implement a cap of 200 hours prospectively. He said that, because of staffing needs, officers often couldn't take vacation, which created a problem from an accrual standpoint.

Lisa Caronna thanked everyone who had worked on the agreement. She said this was an improvement over the prior tentative agreement. She noted this would be the first time the officers would be contributing to their healthcare and this was a good step. She said that negotiations were a process. One didn't get everything the first time. She said things moved forward incrementally to make a community more sustainable for the long haul. She said this contract would end in December 2017, which meant that negotiations would need to start somewhere around June 2017. She reiterated that this was a process and that more issues would be addressed in future negotiations, which were right around the corner. She concluded by saying that she supported the MOU as proposed.

David Spath said he echoed Mr. Corbett's and Ms. Caronna's comments. He said this was an excellent first step in improving the District's position, as well as giving the officers a modest raise, particularly in comparison to those jurisdictions around Kensington. He said that the officers in the jurisdictions cited by Mr. Watt in his analysis, had been given larger raises. He said that, for El Cerrito, the officers were being granted raises of 16%, through 2018, with a give back of 12%; but, as Mr. Watt had noted, this 16% increase would be pensionable. He said that, with the proposed Kensington contract ending in 2017, he hoped that medical costs could be further reduced with a cafeteria plan. He said KPPCSD was in a strong position because, according to PERPRA, they would have considerable bargaining power to impose a significant increase in the officers' contributions, all the way up to 9%. He said he thought the

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negotiators had done a good job. He noted that new officers coming into the department who weren't already members of PERS would suffer considerably, in comparison to the existing employees. He said that was why the District had lost one of its new officers: That officer had to pay significant pension contributions, with very little salary paid to him. He said that officer went to another agency where, although he still had to make the same pension contributions, his salary was considerable higher. He said he applauded the negotiators for the efforts.

President Welsh asked Mr. Benson if he had more he wanted to say. Mr. Benson responded that benefit cost pressures were something that the District would need to monitor. He said the tentative agreement made an important first step in this regard. He added that, because the District was in a risk pool for agencies with fewer than 100 officers, the District's PERS rate would not actually grow anymore. He added that PERS rates of 45%, in which a 1% salary increase translated into a 1.45% cost increase, were based on the old way of doing things. He said that PERS had actually carved out the Unfunded Accrued Liability (UAL) in the side fund. He said those were hard dollars that made up most of the prior 45%. He added that the normal cost was the only piece applied to salary: Now 1% increase in salary would translate into a 1.19% increase in cost to the District. Mr. Benson said that he had looked at Mr. Watt's analysis, that he didn't agree with Mr. Watt's selection of comparable agencies, and that El Cerrito was a very relevant comparable. Mr. Benson added that in his own comparison, he had used a Step 4 to a Step 4 comparison because using a top step comparison was most commonly used. Vice President Sherris-Watt asked if Mr. Benson had used any other steps for comparison. Mr. Benson responded that he hadn't because there wouldn't be much variation in the conclusion.

President Welsh noted that comments had been completed and that the tentative agreement would appear on the April agenda. He thanked everyone for their hard work and for the presentation.

CONSENT CALENDAR

President Welsh asked if anyone wanted to pull something from the Consent Calendar. Director Toombs said that, given the hour and the number of items remaining on the agenda, he would not pull anything.

Gloria Morrison said she was interested in IGM/COP Hart's report, especially because the Outlook had given the community some information about the status of the review by the Richmond Police Department on the so-called harassment. President Welsh responded that this was an item on the agenda.

Chris Deppe said he wanted to comment on the February Police Department Statistics. He asked if there had been 15 stops but only two traffic citations issued in February. IGM/COP Hart responded in the affirmative. Mr. Deppe said this was the opposite of Zero Tolerance and indicated that the Police Department wasn't doing its job. IGM/COP Hart responded that citations were not a gauge of whether the department was doing its job. IGM/COP Hart said he would like to see more citations issued but only if people deserved citations. He added that he wanted to give officers the discretion to warn, as well as to cite. Mr. Deppe said he couldn't believe that there had been only two instances, in all of February, that had warranted citations. He said he paid his tax dollars to have the Police Department do its job. He said he didn't think the Police Department was doing its job, that he didn't think the Board was doing its job either, and that IGM/COP Hart wasn't hearing him. Director Toombs responded that he had planned to pull this report but hadn't, in the interest of time. Director Toombs said two citations in one month didn't seem like many, and he really wanted scofflaws to be cited. Vice President Sherris-Watt said that, technically, the Board hadn't rescinded Zero Tolerance. IGM/COP Hart responded that Zero Tolerance, as passed by the KPPCSD, had really been only for the signal light in Kensington: It had not been for across-the-board traffic enforcement. He said the negativity about Zero Tolerance was what he wanted to get rid of, but he did want to address pedestrian safety and speed. He said to Mr. Deppe that he did hear his comments.

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A. Stevens Delk said that she had spoken about Zero Tolerance months earlier and that IGM/COP Hart had made it clear that Zero Tolerance didn't work. She said that, just before IGM/COP Hart had come to Kensington about 50% of stops had resulted in a citation. She said that, once IGM/COP Hart had come, the number of citations relative to the number of stops had decreased to about 30% and, now, the rate had dropped further. She said she agreed that the study that had resulted in Zero Tolerance had been focused on just the traffic light intersection and that the study had been completed at no cost to the District. She said, possibly, people were driving better and that was the reason for fewer citations.

IGM/COP Hart noted that one of the traffic officers had just returned to duty after having been on medical leave for several months and he encouraged everyone to obey the speed limit. Director Cordova said IGM/COP Hart was always welcome to take over traffic, as former GM/COP Harman had often done this when the Department had been short on resources.

Leonard Schwartzburd said, with respect to traffic stops, he took a wider view. He said he wasn't soft on the way the Police Department was being run. He said that he had been driving from Berkeley into Kensington for 25 years, that there didn't used to be stop signs on the Colusa Circle, and that, after they had been installed, he had driven through them because he had had a lot on his mind and his head had been in the clouds. He said that, when he had done this, a Kensington officer, who he said was no longer with the department, had stopped him and spoken with him quite seriously about his having driven through the stop sign. He said the officer had used his discretion and had let him go. He said that, a month or two after that, his mind had been in the clouds and he drove through the stop sign again. He said that the same officer had stopped him and been really angry with him but did not issue a ticket. Dr. Schwartzburd said that this was the kind of law enforcement that was effective, that it was an example of how relationships with officers could change behavior, and that he had not driven through the stop sign since then. The purpose wasn't to issue more citations; it was to make people safer.

President Welsh asked IGM/COP Hart to provide an analysis of the drop in citations within the next couple of months.

Andrew Gutierrez said he lived just north of "dead man's curve" on the Arlington. He said he had invited IGM/COP Hart to observe the activities on that part of the Arlington. He said the County actually determined the signage on Kensington's roads. He said that, if tickets were issued, the officers would have to go to Martinez to defend them. He said that Arlington Avenue had become a thoroughfare because of the clogged freeways. He said things were likely going to get worse, and there already were 6,000 – 7,000 cars traveling the Arlington on a daily basis. He said he thought there needed to be a more aggressive attitude about giving tickets and let those receiving citations go to Martinez if they want to challenge them.

Barbara Steinberg said her assumption was that the officers were trying to educate people. She said this took a much better officer than one who only issued tickets.

President Welsh said both approaches – issuing citations and educating people – were needed. He added that there was a difference between compliance and enforcement and that some people needed to get a ticket to change their behavior. He reiterated his desire to see an analysis.

MOTION: Director Toombs moved, and President Welsh seconded, to adopt the Consent Calendar.

Motion passed 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT:

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OLD BUSINESS

7 a. David Spath provided an Ad Hoc Committee on Governance update.

David Spath reported that there were three subcommittees:

- Contacting of services – This subcommittee had contacted jurisdictions that had contracted with the Sheriff's Department, and it had contacted Albany, El Cerrito, and Richmond about the possibility of providing service. He said that the subcommittee also planned to talk to UC Berkeley and to EBRPD and that it had done a lot of work in just one month.
- Bifurcation of the General Manager/Chief of Police position – He said there had been discussions with the City of Berkeley and the Albany Police Chief to get a sense of how they operate and what they do, with respect to budgets, and what their disciplinary limits are, vis a vis the General Manager and the Chief of Police. He said the subcommittee would be looking at a variety of jurisdictions that have half-time general managers and some that have half-time police chiefs. He said they were also looking at jurisdictions that had had the combined position in the past and then split it as well as jurisdictions that currently have combined general manager/chief of police position. He said they were also going to look at a fire districts because, the law did not require fire districts to have a general manager and so fire chiefs often serve in the capacity of both general manager and fire chief. He said the sub-committee had made a lot of progress.
- Consolidation of the Fire District and the KPPCSD – He said this subcommittee was looking into what consolidation meant, how it would come about, and what it would look like. He said that the subcommittee intended to meet with the boards of both districts to discuss the boards' views of consolidation and to look at agencies with separate and with combined police and fire services governing boards.

Dr. Spath reported that the Committee intended to hold community forums on June 4th and June 11th and that he had spoken with the librarian about creating a file of Ad Hoc Committee documents for the library. He said the committee was planning to make a survey to get from the public a sense of what the public thinks of current services. He reported the committee would like to conduct the survey in April, that it would be a web-based survey but that, for those who did not want to do an online survey, he hoped there would be an opportunity for them to participate in some other way – perhaps at the library. He said the committee wanted to send postcards to all residents to notify the community in the Outlook about this survey. He said he would return to the Board to seek permission regarding the cost of such a mailing and asked that this appear on the April agenda. President Welsh asked if Dr. Spath had an estimate. He responded that he didn't and that he would speak with District staff to try to obtain this information. President Welsh said the Board would be willing to entertain such a request.

Director Gillette asked if the survey would include questions about what specific services people like and don't like. Dr. Spath responded that the committee had a list of different services that are provided and that the committee would be asking people to rank them. He added that the survey questions had been developed, based on input from members of the committee and members of the public who had been attending the meetings. He encouraged members of the public to attend the meetings. He announced that the next meeting would be on April 7th at 7:00 P.M. and said people could contact him by email. Director Cordova encouraged people to attend the committee's meetings and said Dr. Spath was an excellent moderator. Director Gillette asked when he thought the committee would have something to report. Dr. Spath responded he hoped sometime in July, depending on what the Board wants. Vice-President Sherris-Watt said she had received complimentary feedback from Albany about the committee.

Director Cordova asked how the Committee was doing on legal funds. Dr. Spath responded that they were doing fine. He said he had been providing a copy of the committee's agendas to Randy Riddle, and he assumed Mr. Riddle had been reviewing these gratis.

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Director Gillette, in response to Dr. Spath's earlier question, said she wanted to see a complete report, rather than receiving serial information, in order to see information in a way that would enable her to compare and contrast. Dr. Spath responded that one of the more challenging aspects of the committee's work was determining the services the community wants in terms of structure, such as whether the community wanted 24/7 patrolling. He said this really should be left to professionals to determine. President Welsh asked if the committee would want a consultant. Dr. Spath said this was something the committee would likely address at its April meeting.

President Welsh thanked Dr. Spath for his report and suggested taking a five-minute break. At 10:34 P.M. the Board took a break.

At 10:42 P.M. the meeting resumed. Vice President Sherris-Watt proposed changing the agenda to address some of the remaining items and then to address the remaining items at a subsequent meeting no later than two weeks hence.

Director Cordova said she supported Vice President Sherris-Watt's proposal and supported meeting every two weeks until the Board got ahead of the workload. She said many of the items were time-sensitive. IGM/COP Hart said that it would be fine if the Board wanted to have a Special Meeting in the future but that, if it wanted to set regular meetings every two weeks, it would have to be an agenda item. Following discussion, Board consensus was that it would work through the evening's agenda.

- 8c. The Board received a report from the Interim General Manager on the status of the investigation regarding a traffic stop conducted on October 7, 2015.

IGM/COP Hart read a statement. He reported that, in connection with a traffic stop of Director Cordova, serious allegations had been made against police officers. He said that, because of this, Richmond Police Department's Lieutenant Brian Dickerson had conducted a full, fair, and independent investigation of the incident. He said the report was currently under review. He reported on next steps, which, he said, would include a deliberative process and could include disciplinary measures. He said that the law required police departments to maintain strict confidentiality and that he expected to conclude his work in this endeavor within the following two weeks. He concluded by reporting that one of the two officers involved in the traffic stop had been placed on administrative leave with pay but that "administrative leave with pay was neither a disciplinary action nor an indication of wrongdoing."

President Welsh said he had a question for legal counsel: Could an actual change in status be revealed? Mr. Riddle responded in the affirmative. President Welsh added that, should that occur, no other information could be revealed.

Gloria Morrison asked that IGM/COP Hart's report be posted on the website. She asked if the names of the police officers would be revealed. IGM/COP Hart responded that Officer Ramos was on paid administrative leave. Ms. Morrison asked for confirmation that the other officer was still the head of the police officers' association. IGM/COP responded in the affirmative and added that he had no control over that. Ms. Morrison said she objected to individuals reading other people's letters during public comments. She said people should come and read their own letters, or if time doesn't permit, send it to the Board and the IGM/COP so it could be part of the packet. She noted that the reading of other people's letters was a little suspect.

Leonard Schwartzburd asked if Officer Ramos had been placed on administrative leave in connection with the traffic stop. IGM/COP Hart responded that he could not say.

Garen Corbett said he appreciated the need for sensitivity and due process with respect to this matter and asked that it be resolved expeditiously. President Welsh responded that, because the District needed an independent investigation performed by an outside agency, the District could not push for a speedier completion of the process.

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Trisha Mindel said that reading letters as part of public comments was strange but was, sometimes, unavoidable. President Welsh responded that a letter could just as well be delivered so that Board members could read them for themselves. Vice President Sherris-Watt said she disagreed: The agenda hadn't gone out until Monday, a person might be ill and, if sent, a letter wouldn't appear in the record until the following month. She added that, putting a damper on letters could pose a difficulty for the elderly or infirm.

Directors Toombs and Gillette asked to get back to the agenda.

Linnea Due asked if the community could find out the names of the twelve witnesses. IGM/COP Hart responded, "Not at this time."

Celia Concus said that, in the prior month's Outlook, there had been an interview with IGM/COP Hart. She said it had been reported that he would first be releasing the information from the internal affairs investigation to the complainant and that it appeared not to be happening. She asked why the information was being put forth at a public meeting. IGM/COP Hart responded that nothing was being put forward: This was the process. He noted that the complainant had not been officially notified. He added that he had reported only on process and that he had made no report on findings. He clarified that he was still reviewing findings and determining what course of action to take. Ms. Concus asked if IGM/COP Hart would notify the complainant once he had all the findings. IGM/COP Hart responded in the affirmative: He said that the law required this and that he had told this to the complainant.

John Gaccione said that before a rush to judgment, the facts should be determined. He said that the community was going to have to wait a lot longer and that the longer it took the more the community would be at a loss to figure out what was going on. He asked what people should believe, what was real, what had happened, and said there was great frustration.

Andrew Gutierrez asked how long the officer would be on administrative leave and how many officers were actively engaged. IGM/COP Hart responded that the officer on administrative leave would remain on leave until IGM/COP Hart could make a determination whether any policies or procedures had been violated. He added that the District was maintaining minimum staffing levels on the street and that the residents were protected. Mr. Gutierrez asked if this was on overtime. IGM/COP Hart responded that, in some cases, it was. Mr. Gutierrez asked for more detail. IGM/COP Hart responded that there was one vacancy, two officers were on medical leave, and one on administrative leave.

- 8e. The Board considered changing the starting time of the April 14, 2016 regular meeting of the Board from 7:30 P.M. to 6:00 P.M.

President Welsh reported that this had been a request made by Director Gillette. Director Gillette said she needed to leave the April meeting by 9:30 P.M.

**MOTION: Vice President Sherris-Watt moved, and President Welsh seconded, that the Board move the April 14, 2016 regular meeting of the KPPCSD Board from 7:30 P.M. to 6:30 P.M.
Motion passed 5 – 0.**

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT:

- 7b. The Board received a report from the Park Building Committee on a Measure WW Grant application for the Kensington Community Center facility improvements. The Board considered taking action to approve the application and subsequent submittal to the East Bay Regional Parks District for possible funding.

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IGM/COP Hart provided the background for this item and said the Board had seen this item once before. He said that WW funds were available from East Bay Regional Parks and that Vice President Sherris-Watt and Jim Watt had worked hard on preparing a preliminary grant application for submittal in the amount of \$158,358. He said there had been no decision yet on what the funds would be spent but the indication was that some ADA work would be done on the parking lot and possibly on the bathroom and kitchen. He said the details would be discussed later; under discussion for the evening was a review of the application.

Director Gillette asked for confirmation that the application would be for ADA upgrades to the property and asked if the District would be bound to that scope of work – could the Board change its mind and do something else. IGM/COP Hart responded that, if the District did any construction, it would, by law, have to do the ADA required work. He noted that the Park Building Committee had determined that it wanted to tackle first the work that had to be done. He said that other funds – from reserves and possibly from other Kensington groups – could be tapped for additional work, but the WW funds would be used for ADA issues.

Director Cordova said that, although a scope of work had to be identified at the time of the grant submission, the scope could be expanded at a later point in time.

Vice President Sherris-Watt said that the grant application had to show that the KPPCSD could afford to do the work proposed because the WW funds would be granted as a reimbursement only after the District had paid for the work. She noted that the District currently had \$207,000 set aside for improvements on the building and the grant proposal was for \$158,358. She added that the seismic work estimate exceeded the set-aside amount and so wasn't a good project for the grant proposal.

Director Toombs said he had gone on the WW website and seen that there was a lot of information that needed to be submitted along with the application. IGM/COP Hart responded that everything required had been included, except for a Board resolution, which EBRPD already had on file from 2009, when the park restroom had been done. Director Toombs asked, if the District received the money this year, would the District have to spend it before the end of the WW period. Vice President Sherris-Watt responded that the work would need to be completed before December 31, 2018 and that, if everything wasn't turned in by then, the District would not be reimbursed.

Vice President Sherris-Watt noted that, once the threshold of \$148,000 of construction cost was reached, ADA work must be done.

MOTION: Director Cordova moved, and President Welsh seconded, that the Board take action to approve the application and subsequent submittal to the East Bay Regional Park District for funding of Measure WW grant monies.

Motion passed: 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT:

- 7c. The Board considered approving a proposal from the Interim General Manager/Chief of Police to increase the FY 15/16 Budget – Capital Outlay Item 965 by \$18,000. This amount would be offset by new revenue, in the amount of \$18,526 of Asset Forfeiture Funds.

IGM/COP Hart provided the background on this item. He reported that this agenda item had been discussed at the prior Board meeting. He said Asset Forfeiture Funds, in the amount of \$18,526 had been received. He reported that the \$10,000 that had originally been budgeted for weapons and their associated add-ons (including holsters, lighting equipment, ammunition, and training) would not be enough money. He said that, by adding the \$18,000 of Asset Forfeiture Funds to the \$10,000 that had already been budgeted, there would be sufficient funds for the weapons and their associated add-ons plus bulletproof vests. He noted that a speaker at the prior month's meeting had said there was a \$300

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vest and added that, yes, there was such a vest, but it was very uncomfortable and could not be worn underneath clothing. He noted that a sample of the \$300 vest and of the vest he was recommending (it breathes, is custom-fit, and would be worn by officers at least 12 to 14 hours per day) were on display on the side table. He said it was not his recommendation to spend the least amount of money on a vest. IGM/COP Hart said the current process was that officers bring their own firearm to work and can elect whether or not to wear a vest. He said he saw these as flaws in current procedures.

IGM/COP Hart reported that Asset Forfeiture Funds could not go into an agency's general fund; they could be used only for specific things – among them, weapons and training. He said he was proposing that the budget be increased by \$18,525 to be placed into a specific line item. He said the money did not have to be spent all at one time; funds not spent could be carried over for use another year. He reported that he had provided quote detail, as requested by the Board, which showed the vests at \$698 apiece and showed two different weapons – he said he had not yet made a final decision on which weapon he would select. IGM/COP Hart said that, at the Board's prior meeting a speaker had recommended purchasing refurbished firearms but that he was recommending the purchase of new firearms, which would be warrantied for a number of years.

President Welsh said he wanted to make clear that the vests were to be worn under the uniform, as opposed to the over-the-uniform \$300 version that had been suggested by a speaker at the prior Board meeting. He said he supported everything IGM/COP Hart had recommended.

Director Cordova asked for confirmation that there was still a safety allowance in the proposed MOU. IGM/COP Hart responded in the affirmative and said that each officer would receive \$250. She wondered why the District wouldn't look a "Toyota" model of a vest and then allow the officers to upgrade, using their safety equipment allowance. She also said she didn't understand why the District needed to procure 15 of everything. IGM/COP Hart responded that he was recommending buying 15 weapons and ordering only as many vests as were needed. He explained that the department needed at least ten weapons for officers, two for reserves, and at least two more in case weapons were being repaired.

Director Cordova said these were not the only Asset Forfeiture Funds that had been received from the WESTNET operation. IGM/COP Hart responded that this \$18,525 was the first asset forfeiture disbursement and that it would take years to adjudicate the related cases. He noted that he had been the one to push for the disbursement and that it was the first of what he thought would be additional disbursements.

Vice President Sherris-Watt said she supported purchasing and standardizing weapons. She noted that only one of the quotes was still valid and said that pricing could have changed. IGM/COP Hart responded it could have, but only slightly, and said that he was asking for a not-to-exceed amount. She said she wanted to see fresh quotes. She said she would approve purchases for ten officers and three reserves but would not approve 15 of each item.

President Welsh said he didn't want to second-guess the Chief's judgment with respect to extra equipment he would need to have on hand to guaranty service. IGM/COP Hart clarified that he planned to purchase 15 weapons and only as many vests as there are officers.

Director Toombs said he thought the Board was expressing a desire that IGM/COP Hart get the best bargain possible on the needed equipment. IGM/COP Hart responded that he was recommending what he thought it was the best course of action.

Director Gillette asked, if the Board were to move the additional funds into the account with the restriction that IGM/COP Hart could buy a certain number of guns and vests and there were money left over, what the District could do with the remaining funds. IGM/COP Hart responded that the \$18,525 of Asset Forfeiture Funds were restricted and could be used only for law enforcement training and equipment but that the other \$10,000 were not restricted. He added that, ideally, he would spend the \$18,525 first because the \$10,000 had no such restrictions.

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Jim Watt said he was concerned with the cost. He noted that both the Sig Sauer and the Glock guns were equipped with special features, including night lighting. He said that the extra features were not common among most police agencies and that they added another \$3,500. He said he agreed with Director Cordova; the officers' safety equipment allowance should be used to offset the purchase of this equipment. He said \$3,000 remained in Account 553 Range/Ammunition Supplies and that this should be used for the ammunition part of the proposal. He said these changes would reduce the total being requested.

President Welsh asked IGM/COP Hart to respond to the issues raised by Mr. Watt. IGM/COP Hart responded that the lighting was attached to the firearm itself so that, when an officer went into a dark area – even during the day – and didn't have a flashlight, the officer would always have a flashlight. He said this was a safety issue. He said that, with respect to the reserve officers, he was trying to enhance the reserve program. He said he would like to add three to five more reserve officers, though it was becoming hard to do so, given the improving economy. He said that, once a firearm was assigned, it became officer specific, because things like the sights were set to each officer's preference and because each officer qualified with a specific weapon.

Director Cordova asked if the reserve officers carried weapons while on patrol. IGM/COP Hart responded in the affirmative.

President Welsh said that, in the State of California, when any employer decided a certain type of safety equipment was needed, that employer had a legal obligation to provide it without cost to the employee. He said that, under the law, the District couldn't provide less than adequate safety equipment and then ask the officers to upgrade using their safety allowance. Director Cordova said she disagreed with this perspective and cited a conversation she had had with the California Peace Officers' Association, which said the District's legal obligation was met with the \$250 safety equipment allowance per the MOU.

Mabry Benson asked if the District owned the weapons officers had purchased with safety allowances. President Welsh, IGM/COP Hart and Randy Riddle responded that guns purchased with safety allowances belong to the officers. It was clarified that the District would own the new guns. Ms. Benson asked if the new car had been ordered. She said IGM/COP Hart had been more interested in purchasing a new car than in purchasing safety equipment for the officers.

A. Stevens Delk said that, for a number of years the District had not been issuing service weapons, though the policy manual said it would; instead, the District had been providing a safety allowance, which the officers could use to help them buy a weapon. IGM/COP Hart responded that the District did not issue service weapons, nor was it required to do so per the policy manual.

Gail Feldman said there were two issues:

- The appropriation of \$18,000, which would give authority. Vice President Sherris-Watt responded that this had been done at the Board's prior meeting.
- The budget issue.

MOTION: Director Gillette moved, and President Welsh seconded, that the Board approve the proposal from the Interim General Manager/Chief of Police to increase the FY 15/16 Budget Capital Outlay Item 965 by \$18,000, with the explicit instruction that the IGM/COP not spend any more than he has to in order to outfit the current officers with vests and not to buy more than 15 guns.

Motion passed 3 – 2.

AYES: Welsh, Gillette, Toombs NOES: Sherris-Watt, Cordova ABSENT:

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Following the motion being made and seconded, Vice President Sherris-Watt and Director Cordova said they would not approve more than \$10,000. When Director Gillette asked why, Vice President Sherris-Watt said she had done the math on 13 vests and 15 weapons and that she was uncomfortable because she knew the quotes weren't valid. IGM/COP Hart responded that this total of \$20,000 wouldn't cover the \$24,500 cost of just the body armor and the weapons, as shown on his cost summary.

8g. The Board reviewed a report and discussed taking action regarding succession planning for the Interim General Manager/Chief of Police position.

IGM/COP Hart stepped away from the dais.

President Welsh introduced the item, noting that Director Cordova and Vice President Sherris-Watt had jointly submitted the item and the corresponding memo included in the Board Packet. Vice President Sherris-Watt said that she and Director Cordova wanted to begin the discussion about what would occur in the future: Was the District going to consider separating the positions or write a new contract for an interim GM/COP position, noting that the Board needed to negotiate a new contract with someone by June 2, 2016. She said the three-page summary outlined a number of approaches for planning.

President Welsh described possible options:

- Negotiate a new short-term contract with the incumbent.
- Initiate a new open recruitment for an Interim GM/COP.
- If not negotiating a contract with the incumbent, go back to finalists from last interview process to see if they're interested.
- Split the GM/COP position.

Randy Riddle noted there was nothing in the Government Code that would restrict how the Board could search for a new GM/COP. Mr. Riddle also noted that he had recommended that IGM/COP Hart not participate in the discussion and noted that IGM/COP Hart had left the dais.

Director Gillette said that Mr. Spath had indicated that the Ad Hoc Committee would likely be providing the Board with its findings by the end of summer. She said she had not made up her mind whether splitting the position was a good or bad idea. She asked why, at the end of June – if IGM/COP Hart weren't coming back, the Board would pre-empt the Ad Hoc Committee's study of whether splitting the position would be a viable solution. She said that the memo had identified this as a "proof of concept opportunity" and that she didn't think this was necessary. She said that she was opposed to putting the police department back into chaos and to getting rid of a general manager who understands the District. She added that she didn't understand the logic of doing so.

Director Cordova responded that this would just be a short-term option. She said there was a very short recruitment window before the Board needed to execute on June 1st. She said it was a unique position, combining two skillsets, for which there was not a huge market. She added that the Board might be forced to patch something together. She noted that Vice President Sherris-Watt had had a conversation with John Holtzman about what would happen, worst-case scenario, if the Board couldn't find someone. She said that Public Management Group, for which Adam Benson works, also has city managers that work on a contract basis and that John Holtzman had offered a variety of scenarios that included tapping into PLG's consulting division, with which the District already had a relationship.

Vice President Sherris-Watt said that a trial run of splitting the position might offer some real world experience. She said she wasn't trying to pre-empt the Ad Hoc Committee.

Director Cordova said that one option was to execute a contract with the incumbent. Another option would be to open up the recruitment. A third was to look back at the other qualified candidates who had been interviewed previously. And, another option was to break apart the position, because time was short, and work with PMG. She said she wasn't advocating any one option; she was advocating taking action so the Board wouldn't end up without any options. President Welsh responded that he agreed that

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the Board either needed to extend the contract with the current IGM/COP or find a new IGM/COP but that he wasn't prepared to go to a different model until the Board had some data from the Ad Hoc Committee; he didn't want to make guinea pigs out of the citizens of Kensington by experimenting with something that it had never done before. He said there might be a better way to do it, but he didn't want to move to it until there were data to support it. He said that he would support exploring a new contract with the current IGM/COP.

Director Gillette thanked Vice President Gillette and Director Cordova for putting thought into the issue. She said that, perhaps, the Board should give direction to its attorneys to enter into negotiations with the current IGM/COP to see if he was interested in continuing and that, if he were not to be interested, this would eliminate one of the options.

Vice President Sherris-Watt suggested putting the options in the following order:

- a) Negotiate with the current IGM/COP.
- b) Negotiate with the previous finalists.
- c) Ask Mr. Holtzman to advise on the availability of a per diem IGM/COP.

President Welsh asked about opening up recruitment. Director Gillette said she wouldn't favor going to PMG: Her preferences were options a and b. She said she didn't favor having Public Law Group put any effort into this effort; nor did she support option c, unless options a and b failed.

Director Cordova said that she would not support negotiating with the current IGM/COP but that the Board could explore it.

Director Toombs said he agreed with Director Gillette. He said he wanted to maintain the status quo, with respect to keeping the GM/COP position combined, because there might be a whole new model and he wanted to wait and see what facts the Ad Hoc Committee would bring to the table about the benefits and drawbacks of separating the position. He said he would favor entering into a short-term contract with the current IGM/COP and noted that the other finalists may have already taken other positions. He added that there was a short window for the number of hours those finalists could work because they were PERS retirees. Directors Cordova and Gillette responded that the term would be short.

Director Gillette said that, at the appropriate time, perhaps Dr. Spath could speak with the PLG to see what a split GM/COP position would look like, from a cost perspective.

Director Gillette suggested that the Board authorize PLG to explore a short-term contract with IGM/COP Hart to determine what that would look like and what it would cost, as well to determine what IGM/COP Hart's interest might be. And, she suggested that the Board simultaneously determine the availability of the prior finalists. She said that if neither proved viable then the Board should initiate recruitment for a new IGM/COP. She suggested that all those things should happen within the next month. Mr. Riddle suggested that the Board have a committee to address the suggestions.

Linda Lipscomb said that, as she understood, the Board was going to push forward and explore some form of contract extension with the current IGM/COP. She said that, without that, the Board would be crazy not to understand the stability that IGM/COP Hart had brought to the community in the wake of all the machinations that had followed the prior administration. She said it was important to understand the talent the District had with IGM/COP Hart's General Manager and Chief of Police skills. She added that this was a rare skillset and that the community would be grateful if IGM/COP Hart would accept an extension of his contract. She said that this was a difficult community to serve and that the City Manager of El Cerrito had a salary of \$200,000.

Mabry Benson said that IGM/COP Hart's contract expires on June 1st and that, because of the short timeframe, the Board should first ask IGM/COP Hart whether he's interested but that the Board should keep all options available, including how a part-time General Manager and a part-time Chief of Police would work. She said that the Board's advisors should work on option a first and that the response to

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that would likely be quick and that if that didn't work out then the other options should be pursued because the Board only had two months.

Gail Feldman asked that, with respect to the direction the Board would be giving Mr. Holtzman, it determine a contract term. She said that, whether the contract would be with the incumbent or with a new person, the Board needed to think about what would be occurring in the coming months. In particular she asked the Board to respect the process to which it had agreed with the Ad Hoc Committee. She said many of the Committee members were putting in a lot of time. She added that the group that was looking at splitting the position was doing a phenomenal job and that they would be done within the next couple of months. She reiterated that it was important to let the process play out, in accordance with what the Board had established. She said there would be an election coming up and that, whether or not there was a new Board in place, it might want to bring in its own person. She said the Board should get the report from the Ad Hoc and allow time to put into place whatever might come of that work. She said not doing so would be disrespectful of the community and was really unnecessary. She concluded by saying that it was good that the issue had been brought forward and that the Board needed to define what it really needed and to give direction to Mr. Holtzman.

Director Gillette thanked Ms. Feldman and said she agreed with her. Director Gillette said the Board needed to look at a contract that would probably go to the end of the year, if not beyond, because, by the time the Ad Hoc Committee came back, a decision was made, and a new Board was put in place in December, it would not be good for a new Board to be without a GM/COP. She said a contract would probably need to go through to January or February of the following year.

Vice President Sherris-Watt suggested that she and Director Gillette form a committee to meet with Mr. Holtzman. Director Cordova said she wanted to state her preference for term: that it be in three-month increment extensions. She said she would not support a six-month contract. Director Gillette responded that she thought the Board should vote on the matter because she did not support three-month extensions. She said doing so would be unfair to IGM/COP Hart or whomever would take the position. She added that the Board wouldn't be ready three months hence. President Welsh suggested another nine-month contract with a three-month extension. He added that he didn't want the IGM/COP to be expiring just as a new Board was coming in. He said that, if the Board were going to go to a new model, there would need to be time to figure out the transition. President Welsh clarified that nine months would take the contract through January.

Director Cordova responded that she would not support a nine-month contract with an option for a three-month extension.

Marilyn Stollon said that some creative and business-wise options had been presented. She said the District had access to a consulting firm that had experts in both areas who could step in. She said this could be very cost-effective because there would be fewer benefits. She said the Board was closed and stuck in looking at only one path. She said the Board had a real opportunity to look at something more viable. Director Gillette responded that the Board was not looking at just one option and that Ms. Feldman had put it best: The Board had authorized and empowered the Ad Hoc Committee to look at several different options, and the Committee members had invested time in that. She said Directors were saying the Ad Hoc Committee should do its work and not be preempted. Ms. Stollon said that the Ad Hoc Committee report wouldn't be ready until the end of summer and that, rather than waiting for all the options to be presented at one time, the GM/COP piece should be looked at ahead of the other options.

Dr. Spath confirmed that the Ad Hoc Committee's findings for all the options would likely be ready at the end of summer, even though the framework had indicated November. He said the Committee had been asked to work more quickly, which it has done. Dr. Spath added, stepping aside from his role with the Committee, that he thought Ms. Feldman had made some very good points. He said the upcoming forum would be a perfect vehicle for public comments about the different options, which could give the Board a sense about how the community feels about the available options.

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Director Cordova said that she wasn't preempting anything and that what had inspired the packet's document had been, what would happen on June 1st if the Board hadn't done anything.

Dr. Spath responded that this was prudent and that option a would be the first one the Board would want to examine. He said this would give the Committee the opportunity to present all the options to the community.

Rick Artis said the discussion had been a lot of "useless thrashing." He said the logical way to proceed was for the Board to maintain the status quo until – with reason, discipline, and facts – the community figured out what it wanted to do. He said the most respect that could be shown to the community, the Committee, and the current IGM/COP would be to nail this down in a logical way that would allow the community to proceed in order. He said President Welsh's suggestion had been a good one and noted that Director Cordova had said she wouldn't support that suggestion. He reiterated that maintaining the status quo, until the Ad Hoc Committee had determined its findings, was the logical way to proceed. Vice President Sherris-Watt responded that the Board could not leave itself beholden to one particular employee and that, by having fallback positions, the Board would have negotiating power. Mr. Artis responded that the Board did have negotiating power but had failed to use it and that that was the problem because not everyone wants to use that negotiating power for the simplest outcome.

David Bergen said that the idea of trying out a per diem COP and a per diem GM was a good idea and that this wouldn't preempt the Ad Hoc Committee's work because it wouldn't be permanent. He said that, when one didn't know what the outcome would be, one ran an experiment and that that's what this would be.

Director Toombs said that whenever there was a negotiation, getting the best outcome was most important. He noted that the term of a GM/COP contract needed to be of sufficient term so that, should a new model be adopted, someone would be running the ship during the time of transition.

MOTION: Director Gillette moved, and President Welsh seconded, that the Board authorize the Public Law Group to explore a new contract with IGM/COP Hart that would last from June 1st through February 28th and that, if IGM/Cop Hart is not interested in that, then she and Vice President Sherris-Watt, in conjunction with the Public Law Group, would simultaneously explore the availability of the candidates the Board interviewed previously and identified as good candidates for this particular District and explore open recruitment, and then bring that information back to the Board at its April meeting.

Motion passed 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT:

During the Board's discussion of the above motion, Ms. Stollon said it was a disservice to the community for the Board to make such an important decision at such a late hour. She said many others would have stayed to give feedback and that the Board should address unimportant agenda items late in the evening and address the important ones early. She said the decision was being rammed through. Director Toombs responded that, if one wanted to attend a long meeting, one should go to a Berkeley City Council meeting and that they still did good things. He said the Board was there to finish its job.

IGM/COP Hart returned to the dais.

- 8d. The Board discussed and considered approving a resolution to require a board member who becomes aware of possible misconduct by a District employee to report that conduct to the Board President or General Manager, and to encourage the Board member to inform the Board President and /or General Manager and General Counsel before speaking to reporters or other media sources.

Director Gillette, who had asked for this item to be placed on the agenda, said that this was not a first amendment right infringement and asked to continue the item. Director Toombs noted that this would

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be asking people to follow the law, with respect to employees' rights. Director Gillette said this was not a restraint, it was recognizing the responsibility the Directors had to themselves, to the Board, and to the community. She reiterated that she wanted to continue the item to the next meeting.

- 8f. The Board considered appointing Chuck Toombs as the Kensington Police Protection and Community Services District Liaison to LAFCO.

Director Cordova asked if the item could wait until the next meeting. Director Toombs responded that the Board needed to act on the item that night. Director Gillette asked for someone to explain to the community what this meant. President Welsh responded that LAFCO was the agency that regulated special districts like the KPPCSD and the Kensington Fire District. He said LAFCO had a Board of Directors for which there was currently an open seat. He added that it was critical that the appointment be made promptly because of the timing of the election. He said there was one candidate for that seat and that, if the Board designated Director Toombs as the liaison, he could vote "yes" or "no" for that person. He said Tony Lloyd had previously served as the District's liaison.

Vice President Sherris-Watt said that Director Cordova was the Board's Intergovernmental Coordinator and so didn't understand why she hadn't been considered for the position. Director Cordova added that she attended LAFCO meetings monthly anyway. President Welsh responded by asking why Director Cordova hadn't brought the election matter to the Board. He noted that the election had been percolating for several months and asked why she hadn't done anything with it. Director Cordova responded that she couldn't make appointments and asked why President Welsh hadn't made the appointment. President Welsh responded that Director Cordova was the Coordinator and hadn't said a thing about the matter and that he had found out about the election by accident. He added that, because of his experience, he thought Director Toombs would be better suited for the liaison position.

Director Cordova said that she and Vice President Sherris-Watt had been attending LAFCO meetings. She said that LAFCO'S Executive Director, Lou Ann Texeira, contacted two people: the General Manager and the President of the Board. Director Cordova added that she didn't feel comfortable having one Board member speaking on behalf of the entire body. Director Toombs responded that he agreed with her, saying that whoever held the position should not speak for him/herself. Rather, the appointee was to speak only with the Board's direction on the Board's position. He added that no one was to go the LAFCO meetings, or any other group's meetings, and speak unless the Board had authorized them to do so, with a specific agenda. He said he thought his role would be not to act unless the Board had provided him with direction. He reiterated that anyone appointed to any such position was to act only at the direction of the Board.

Vice President Sherris-Watt said she had respect for how hard Director Toombs worked, but she believed the position should go to Director Cordova because it was within her purview and that, therefore, she would oppose Director Toombs' appointment.

Director Cordova added that she sat on the statewide CSDA Formation group.

President Welsh asked to table the item for the next meeting. IGM/COP Hart reminded the Board that it would miss the election window.

David Bergen said that Director Cordova should be appointed to the position because of her position, her interest in LAFCO, and her connections.

Director Gillette asked if there was a reason why President Welsh didn't want to appoint Director Cordova. President Welsh responded that it wasn't a matter of not wanting to appoint Director Cordova; he thought Director Toombs would do a better job for this particular situation.

Director Cordova said she wanted to point out that only the President could make appointments and that she had no committee appointments, either in the current year or in the prior year. She said she had one

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role: Intergovernmental Coordinator, which she said she had done and built upon in a very limited capacity. She added that she considered this to be a marginalization. She said that former Board members held more committee positions than she did. She said she was the only one who had worked in local government, she had worked in LAFCO within the context of redevelopment during the heyday, she had worked for a park special district, and she wasn't "off the turnip truck."

Director Gillette asked Director Toombs why he thought he might be better for the position. Director Toombs responded that he didn't think he would be better or worse than anyone else would. He said that, apparently, LAFCO had to have somebody formally noticed, subject to subsequent Board approval; that his name had surfaced as the person who would go out to LAFCO; and now this was a matter of ratification of something that had occurred earlier in the week. Director Toombs added that he had worked with LAFCO, had been on the Board for seven years and had been to LAFCO meetings, had read LAFCO's reports, and had some understanding of what LAFCO managed. He said it was not a matter of ego for him and that the decision lay with the Board. He said he didn't have any reason why Director Cordova should hold the position, any more than he should. He said that circumstances had led to himself being the designee and that, now, it was a matter of ratifying that position. Director Cordova responded by thanking Director Toombs for clarifying that he had been noticed and that she hadn't been.

John Gaccione said there was some talk about the KPPCSD looking to consolidate with the Fire District and that, as he understood, LAFCO would be making those kinds of decisions. He asked whether Director Toombs had a position about consolidation and said that was a concern. Director Gillette responded by asking if Mr. Gaccione would have that question for both Director Toombs and Director Cordova. Mr. Gaccione responded, saying that Director Cordova hadn't been appointed, so it applied only to Director Toombs. Director Toombs responded that Mr. Gaccione had missed the point: Director Toombs would only take direction from the Board in situations where he represented the District.

Director Toombs said he wanted to read something that had been written about Measure G, which he said was always "shoved down his throat." He read two statements that had been written about the measure. The first: "The Services District voted against consolidation with the Fire District, which would have provided additional tax revenues to support all public safety services in Kensington, without new taxes." Director Toombs then read a second statement: "The Fire District cannot legally transfer any of its tax revenue or reserves to the Police District. Fire District funds must be expended for fire services or returned to taxpayers." He read further, "Combining the two Districts is a lengthy complicated legal process. Moreover, there is no assurance a single combined District would receive as large an allocation from the County of general property taxes as the two separate Special Districts now receive. The combined District could have less total revenue than the two existing Districts, a result that could compound the problem." He asked Mr. Gaccione who had written each statement. Mr. Gaccione responded that he had no idea. Director Toombs responded that Celia Concus and her group had written the first statement, saying that a merger was a good idea to save money and that he, Director Toombs, had written the second one. Celia Concus responded that the statement had been given to her by Gail Feldman to sign. Mr. Gaccione asked Director Toombs what had been the point of this. Director Toombs apologized for having put Ms. Concus on the spot and said that the point he was trying to make was that the statements had been written in 2009/10 and that people's opinions evolved. Director Toombs said he had been "tarred and feathered" over his statement many times. He said he wouldn't do anything now, unless the Board had told him what they wanted.

Director Cordova said this wasn't a commentary on Director Toombs; it was a commentary on the way it had been handled. She said the Board should have discussion about who was interested in the position and then come to a decision instead of presenting it in the way it had been – it hadn't been in the spirit of consensus.

Mabry Benson asked who had asked Director Toombs to take the position. President Welsh responded that he had. She said it was rude of President Welsh not to have asked Director Cordova. Director Cordova noted that neither Director Gillette nor Vice President Sherris-Watt had been asked either. President Welsh responded that he brought the matter to the Board to seek its approval.

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Director Gillette said that she had concerns and that she didn't understand the reasons articulated for not having Director Cordova hold the position. She said that, if the person who served in this role only did what the Board told that person to do, then it didn't really matter who held the position. She reiterated that the appointed person could only follow the direction of the Board. She added that the Board was creating an issue where one didn't need to exist. She said that not appointing Director Cordova would create problems over something that wasn't that significant. She said that if the only thing that person could do was be a mouthpiece for the Board and the rest of the Directors could go and ensure that was all that was happening, she didn't see why the Board was having a protracted discussion. Director Toombs responded that he agreed. He said that he and Director Cordova were competent to take on the position and that, if Director Cordova was selected, it was with the caveat that she was there as the Board's representative: Her personal opinions were not to go to the fore.

Director Gillette asked if Director Cordova could do that. Director Cordova responded in the affirmative and said it would be her honor to do so – she didn't get to do much else. Director Toombs said Director Cordova would be going to LAFCO as the Board's spokesperson; would need to keep the Board informed about what LAFCO was doing, regardless of her personal opinions; and would need to bring back issues for the Board to take into consideration.

President Welsh asked Director Cordova to make him one promise: The next time he goes to a Fire Board meeting that she would not send him text messages telling him "he was foaming at the mouth," "making a fool of himself," "he was embarrassing the District," and all the other things she had done when he had gone to the Fire Board meeting to ask for a joint finance meeting. Vice President Sherris-Watt said the Board should not devolve into this. President Welsh continued by saying he had never read anything less professional from a grown human being. He said he didn't think Director Cordova was fit to be a liaison to other agencies because of the way she sometimes communicated. He said that, if she wanted him to put those communications in a Board Packet, he would do so and that, if the Board wanted to appoint Director Cordova to the position, it could do so.

MOTION: Vice President Sherris-Watt moved, and Director Gillette seconded, that Director Cordova be the KPPCSD LAFCO representative.

Motion passed 4 – 1.

AYES: Gillette, Toombs, Sherris-Watt, Cordova NOES: Welsh ABSENT:

Vice President Sherris-Watt thanked Director Toombs, and Director Cordova thanked Director Gillette.

MOTION: Vice President Sherris-Watt moved, and President Welsh seconded, that the meeting be adjourned.

Motion passed: 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT:

The meeting was adjourned at 12:59 A.M.

Len Welsh
KPPCSD Board President

Lynn Wolter
District Administrator

KPPCSD
Unaudited Profit & Loss Budget Performance
March 2016

	Mar 16	Budget	Jul '15 - Mar 16	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
400 · Police Activities Revenue					
401 · Levy Tax	0.00	0.00	1,537,196.18	1,527,750.00	1,527,750.00
402 · Special Tax-Police	0.00		681,690.00	680,000.00	680,000.00
403 · Misc Tax-Police	0.00	0.00	0.00	0.00	0.00
404 · Measure G Supplemental Tax Rev	0.00		514,175.88	514,177.50	514,177.50
409 · Asset seizure forfeit/WEST NET	0.00		18,525.71		
410 · Police Fees/Service Charges	310.00	125.00	1,805.00	1,125.00	1,500.00
411 · Kensington Hilltop Svcs Reimb	0.00	0.00	18,900.00	14,175.00	18,900.00
412 · Special Assignment Revenue	0.00	0.00	11,912.79	0.00	0.00
413 · West County Crossing Guard Reim	0.00	0.00	3,505.00	7,220.00	10,830.00
414 · POST Reimbursement	141.53	0.00	2,327.05	0.00	0.00
415 · Grants-Police	11,339.66	0.00	68,455.81	0.00	0.00
416 · Interest-Police	0.00	0.00	997.65	800.00	1,600.00
418 · Misc Police Income	1,854.47	1,666.66	8,244.42	15,000.02	20,000.00
419 · Supplemental W/C Reimb (4850)	7.41	0.00	29,354.06	17,194.24	17,194.24
Total 400 · Police Activities Revenue	13,653.07	1,791.66	2,897,089.55	2,777,441.76	2,791,951.74
420 · Park/Rec Activities Revenue					
424 · Special Tax-L&L	0.00		35,190.86	33,000.00	33,000.00
427 · Community Center Revenue	2,015.00	1,200.00	24,673.00	24,300.00	33,000.00
435 · Grants-Park/Rec	0.00		0.00	5,000.00	5,000.00
438 · Misc Park/Rec Rev	40.00	50.00	160.00	400.00	500.00
Total 420 · Park/Rec Activities Revenue	2,055.00	1,250.00	60,023.86	62,700.00	71,500.00
440 · District Activities Revenue					
448 · Franchise Fees	4,327.65	0.00	65,578.24	32,533.34	48,800.00
456 · Interest-District	0.00	0.00	-32.44	0.00	0.00
458 · Misc District Revenue	0.00	0.00	1,976.00	0.00	0.00
Total 440 · District Activities Revenue	4,327.65	0.00	67,521.80	32,533.34	48,800.00
Total Income	20,035.72	3,041.66	3,024,635.21	2,872,675.10	2,912,251.74

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Total 400 – Police Activities Revenue
YTD Total Police Activities Revenue is \$134,300 greater than the YTD budgeted amount.

KPPCSD
Unaudited Profit & Loss Budget Performance
March 2016

Expense	Mar 16	Budget	Jul '15 - Mar 16	YTD Budget	Annual Budget
500 · Police Sal & Ben	77,010.71	81,702.84	686,720.02	735,325.48	980,434.00
502 · Salary - Officers	0.00	0.00	26,947.26	17,100.00	20,000.00
504 · Compensated Absences	6,319.39	5,000.00	63,499.20	45,000.00	60,000.00
506 · Overtime	9,368.25	6,825.00	75,828.11	61,425.00	81,900.00
508 · Salary - Non-Sworn	593.99	850.00	5,877.82	7,650.00	10,200.00
516 · Uniform Allowance	0.00	0.00	445.96	250.00	3,250.00
518 · Safety Equipment	14,150.80	12,496.34	131,040.45	112,466.98	149,956.00
521-A · Medical/Vision/Dental-Active	13,736.47	13,957.84	134,608.68	125,620.48	167,494.00
521-R · Medical/Vision/Dental-Retired	0.00	0.00	0.00	31,642.00	31,642.00
521-T · Medical/Vision/Dental-Trust	220.50	245.00	3,529.00	4,210.00	5,240.00
522 · Insurance - Police	1,361.37	1,389.00	11,811.84	12,501.00	16,668.00
523 · Social Security/Medicare	619.50	423.16	4,740.02	3,808.52	5,078.00
524 · Social Security - District	14,199.66	32,285.09	324,195.04	290,565.73	387,421.00
527 · PERS - District Portion	6,415.47	7,032.25	56,697.82	63,290.25	84,387.00
528 · PERS - Officers Portion	0.00	12,000.00	43,966.71	50,000.00	50,000.00
530 · Workers Comp	143,996.11	174,206.52	1,569,907.93	1,560,855.44	2,053,670.00
Total 500 · Police Sal & Ben					

Accounts 502 – Police Salaries, 504 – Compensated Absences, and 506 - Overtime

YTD, Accounts 502, 504 and 506, combined, are \$20,300 less than the total amount budgeted YTD for these three accounts.

Accounts 508 & 601 Non-Sworn and Park & Rec.

For March and for the past few months, non-sworn staff has been assigned more tasks, in part, because one officer was out and two officers have been on light duty. Thus, hourly wages, YTD, for these two accounts are approx. \$14,683 more than the amount budgeted YTD for these two accounts.

Account 521 A&R Medical/Vision/Dental

CalPERS medical premiums for the following month are due on the 10th of the month. Thus, the YTD amount is \$27,600 greater than the YTD budgeted amount.

Account 527 & 528 – PERS District Portion

The District prepaid the \$197,471 annual Unfunded Accrued Liability amount due to CalPERS, which saved the District \$7,300. This lump sum payment is reflected in the YTD amount, which is greater than the YTD budgeted amount for A/C 527. IGM/COP Hart and the PD's new PEPPRA employee contribute to their own pensions. Therefore, at the current monthly rate of approx. \$20,600, the total for the year should be approx. \$29,000 less than the amount budgeted for the year for these two accounts, combined.

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KPPCSD
Unaudited Profit & Loss Budget Performance
March 2016

	Mar 16	Budget	Jul '15 - Mar 16	YTD Budget	Annual Budget
550 · Other Police Expenses					
552 · Expendable Police Supplies	0.00	141.66	1,592.62	1,275.02	1,700.00
553 · Range/Ammunition Supplies	425.00	0.00	2,450.30	3,000.00	5,000.00
560 · Crossing Guard	1,504.13	300.00	7,460.49	6,900.00	10,830.00
562 · Vehicle Operation	1,399.54	1,700.00	12,007.69	43,400.00	50,000.00
564 · Communications (RPD)	7,774.47	0.00	80,383.70	117,052.50	156,070.00
566 · Radio Maintenance	181.69	180.00	1,453.55	21,260.00	21,750.00
568 · Prisoner/Case Exp./Booking	2,408.46	0.00	7,574.03	5,500.00	6,400.00
570 · Training	3,215.57	900.00	7,038.73	7,500.00	10,000.00
572 · Recruiting	0.00	541.66	4,290.53	4,875.02	6,500.00
574 · Reserve Officers	47.00	337.50	221.50	3,037.50	4,050.00
576 · Misc. Dues, Meals & Travel	0.00	0.00	1,935.00	3,100.00	3,140.00
580 · Utilities - Police	1,005.48	400.00	7,558.47	7,400.00	10,000.00
581 · Bldg Repairs/Maint.	73.65	416.66	4,676.24	3,750.02	5,000.00
582 · Expendable Office Supplies	-78.65	500.00	4,730.45	4,500.00	6,000.00
588 · Telephone(+Rich. Line)	477.98	500.00	4,679.13	6,200.00	8,904.00
590 · Housekeeping	376.09	333.34	3,572.88	2,999.98	4,000.00
592 · Publications	0.00	50.00	2,579.91	2,350.00	2,500.00
594 · Community Policing	39.45	550.00	5,173.94	3,150.00	4,000.00
596 · WEST-NET/CAL I.D.	0.00		5,508.00	5,925.00	5,925.00
599 · Police Taxes Administration	881.14	0.00	3,488.68	2,600.00	3,500.00
Total 550 · Other Police Expenses	19,731.00	6,850.82	168,375.84	255,775.04	325,269.00

Account 562 – Vehicle Operation

YTD expenses are almost \$31,000 less than the YTD budgeted amount. This is due, in part, to relatively low gas prices.

Account 566 Radio Maintenance

An annual payment of about \$20,000 for Motorola radio was budgeted. Since last month's report, staff reviewed the Motorola Agreement and ascertained that it was a lease/purchase agreement. The last payment was made in FY 14/15. No payment will be due this FY.

Account 594 Community Policing

The YTD amount is about \$2,000 greater than the amount budgeted for the year. This is due, in part, to additional work done on the website.

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KPPCSD
Unaudited Profit & Loss Budget Performance
March 2016

	Mar 16	Budget	Jul '15 - Mar 16	YTD Budget	Annual Budget
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	623.70	650.00	6,120.00	5,850.00	7,800.00
602 · Custodian	1,750.00	1,900.00	15,750.00	17,100.00	22,750.00
623 · Social Security/Medicare - Dist	0.00	49.75	420.47	447.75	597.00
Total 600 · Park/Rec Sal & Ben	2,373.70	2,599.75	22,290.47	23,397.75	31,147.00
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
642 · Utilities-Community Center	376.30	340.00	3,877.09	3,980.00	5,616.00
643 · Janitorial Supplies	416.02	0.00	1,241.17	800.00	800.00
646 · Community Center Repairs	178.11	250.00	1,970.54	2,250.00	3,000.00
Total 640 · Community Center Expenses	970.43	590.00	7,088.80	7,030.00	9,416.00
660 · Annex Expenses					
666 · Annex Repairs	0.00	83.34	0.00	749.98	1,000.00
668 · Misc Annex Expenses	0.00	83.34	0.00	749.98	1,000.00
Total 660 · Annex Expenses	0.00	166.68	0.00	1,499.96	2,000.00
670 · Gardening Supplies	0.00	83.34	0.00	749.98	1,000.00
672 · Kensington Park O&M	3,584.77	6,525.00	36,726.15	58,725.00	78,300.00
674 · Park Construction Exp	0.00	0.00	0.00	5,000.00	5,000.00
678 · Misc Park/Rec Expense	0.00	83.34	170.00	749.98	1,000.00
Total 635 · Park/Recreation Expenses	4,555.20	7,448.36	43,984.95	73,754.92	96,716.00

Account 672 Kensington Park O&M

The YTD amount is approx. \$20,000 less than the amount budgeted YTD.

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KPPCSD
Unaudited Profit & Loss Budget Performance
March 2016

	Mar 16	Budget	Jul '15 - Mar 16	YTD Budget	Annual Budget
800 · District Expenses					
810 · Computer Maintenance	0.00	2,300.00	18,005.77	18,288.00	24,288.00
820 · Cannon Copier Contract	387.38	200.00	3,530.87	4,300.00	5,700.00
830 · Legal (District/Personnel)	0.00	8,300.00	93,508.14	74,700.00	99,530.00
835 · Consulting	1,000.00	0.00	25,900.04	10,000.00	15,000.00
840 · Accounting	2,310.00	2,000.00	32,381.34	18,000.00	34,000.00
850 · Insurance	0.00	0.00	27,480.79	30,000.00	30,000.00
860 · Election	0.00	0.00	0.00	0.00	0.00
865 · Police Bldg. Lease	1.00	0.00	1.00	1.00	1.00
870 · County Expenditures	12,973.00	14,648.00	21,478.54	22,148.00	22,300.00
890 · Waste/Recycle	0.00	400.00	259.74	24,000.00	25,000.00
898 · Misc. Expenses	155.92	1,275.00	14,872.33	11,475.00	15,300.00
899 · Depreciation Expense	0.00	0.00	0.00	0.00	0.00
Total 800 · District Expenses	16,827.30	29,123.00	237,418.56	212,912.00	271,119.00

Account 830 – Legal

In February, the District paid Public Law Group's January invoice. This brought the YTD amount to \$93,500. This amount is approx. \$27,000 more than YTD budgeted amount. The amount budgeted for the year is \$99,530. The February invoices from PLG were received April and will, therefore, be reflected in next month's reports.

Account 835 Consulting

The YTD amount exceeds the amount budgeted YTD by \$17,000. Most of this is for Adam Benson's analyses.

Account 840 Accounting

The YTD amount exceeds the YTD budgeted amount by \$14,400. Review of the detail for this account revealed that approx. \$24,400 has been paid to CPA Deborah Russell YTD. This amount exceeds was budgeted for her work for the full fiscal year. This is due, in large part, to the additional financial analyses Ms. Russell has been asked to do for the Board and for the Finance Committee.

Account 898 Miscellaneous Expenses

The YTD amount exceeds the YTD budgeted amount by about \$3,400. This reflects the one-time CSDA dues amount of \$5,700 and three District members attending the CSDA conference in Monterey at a cost of approximately \$4,000.

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KPPCSD Unaudited Profit & Loss Budget Performance March 2016

	Mar 16	Budget	Jul '15 - Mar 16	YTD Budget	Annual Budget
950 · Capital Outlay					
962 · Patrol Cars	27,533.48	0.00	27,533.48	30,000.00	30,000.00
963 · Patrol Car Accessories	0.00	0.00	0.00	3,000.00	3,000.00
965 · Personal Police Equipment-Asset	0.00	0.00	0.00	10,000.00	10,000.00
967 · Station Equipment	0.00	8,017.29	8,017.29	7,000.00	7,000.00
968 · Office Furn/Equip	0.00	0.00	0.00	6,000.00	6,000.00
972 · Park Buildings Improvement	272.79	2,000.00	13,931.04	18,700.00	25,000.00
Total 950 · Capital Outlay	27,806.27	2,000.00	49,481.81	74,700.00	81,000.00
Total Expense	215,289.58	222,228.45	2,091,459.56	2,201,395.15	2,858,921.00
Net Ordinary Income	-195,253.86	-219,186.79	933,175.65	671,279.95	53,330.74
Other Income/Expense					
Other Expense					
700 · Bond Issue Expenses					
701 · Bond Proceeds	0.00		-177,746.56	0.00	0.00
710 · Bond Admin.	2,436.01	0.00	11,435.41	0.00	0.00
715 · Bond Interest Income	0.00	0.00	-161.73	0.00	0.00
720 · Bond Principal	0.00	0.00	125,718.06	0.00	0.00
730 · Bond Interest	0.00	0.00	33,313.29	0.00	0.00
Total 700 · Bond Issue Expenses	2,436.01	0.00	-7,441.53	0.00	0.00
995 · Loss/(Gain) - Asset Disposition	0.00	0.00	0.00	0.00	0.00
Total Other Expense	2,436.01	0.00	-7,441.53	0.00	0.00
Net Other Income	-2,436.01	0.00	7,441.53	0.00	0.00
Net Income	-197,689.87	-219,186.79	940,617.18	671,279.95	53,330.74

Accounts 962 & 963 Patrol Cars and Accessories

The Chief's car has been ordered, and the invoice for the car has been paid. The accessories are being installed and the invoice should be received within the next couple of weeks. These lines, combined, should come in under budget.

Account 965 Personal Police Equipment

At last month's meeting the Board approved increasing this line item from \$10,000 to \$28,000 (see Asset Forfeiture Funds A/C 409 for offsetting revenue) and approved the purchase of bullet proof vest. New vests have been ordered but the weapons have been budgeted at \$10,000 but they have not yet been ordered.

Account 967 – Station Equipment

A new phone system has been installed. A \$5,000 deposit has been made. The contract total is about \$8,000. Thus, the annual amount will exceed the budgeted amount by about \$1,000.

Account 968 – Office Furn/Equip

A new microphone system has been budgeted but not yet purchased. Thus, the YTD total is \$5,000 less than the YTD total.

Bottom line: YTD Net Income exceeds the YTD budgeted amount by about \$284,000.

KPPCSD
Transaction Detail By Account
 July 2015 through March 2016

Date	Num	Name	Memo	Split	Amount
420 · Park/Rec Activities Revenue					
424 · Special Tax-L&L					
10/01/2015	JV07...	CCC Taxes-LLD	SP ASSESS ...	146 · Advance...	35,190.86
Total 424 · Special Tax-L&L					
427 · Community Center Revenue					
07/16/2015	1189		CC Rental 6-...	112 · General ...	412.50
07/16/2015	4434		CC Rental 7-...	112 · General ...	300.00
07/16/2015	1350		CC Rental 7-...	112 · General ...	450.00
07/16/2015	1393		CC Rental 7-...	112 · General ...	300.00
07/16/2015	1036		CC Rental 7-...	112 · General ...	600.00
07/16/2015	006		Alanon Mtg J...	112 · General ...	90.00
08/04/2015	264		CC Rental P...	112 · General ...	700.00
08/04/2015	3751		CC Rental P...	112 · General ...	900.00
09/01/2015	208		CC Rental 8-...	112 · General ...	375.00
09/01/2015	224		CC Rental 8-...	112 · General ...	400.00
09/01/2015	3126		CC Rental 8-...	112 · General ...	375.00
09/01/2015	009		Wake Up to ...	112 · General ...	90.00
10/13/2015	1013		CC Rental 1...	112 · General ...	1,550.00
10/13/2015	1159		East Bay Coll...	112 · General ...	598.00
10/13/2015	10857		CC Rental Fe...	112 · General ...	375.00
10/13/2015	2889		CC Rental Fe...	112 · General ...	300.00
10/30/2015	16724	Micahel Collier	Reimburse...	112 · General ...	-75.00
11/16/2015	13		Wake Up to ...	112 · General ...	90.00
11/16/2015	2263		Michael Colli...	112 · General ...	1,000.00
11/16/2015	712		Kris Luna CC...	112 · General ...	400.00
11/16/2015	1979		Robin Green...	112 · General ...	412.50
11/16/2015	223		George Ferg...	112 · General ...	800.00
12/03/2015	1043		CC Rental P...	112 · General ...	300.00
12/03/2015	5927...		CC Rental P...	112 · General ...	800.00
12/03/2015	3014		CC Renal Py...	112 · General ...	800.00
01/07/2016	8250		KCC first half...	112 · General ...	7,500.00
01/07/2016	727		Rental Fee fo...	112 · General ...	450.00
01/12/2016	4468		CC Rental P...	112 · General ...	800.00

KPPCSD
Transaction Detail By Account
 July 2015 through March 2016

Date	Num	Name	Memo	Split	Amount
02/04/2016	1722		CC Rental 2-...	112 · General ...	550.00
02/04/2016	2139		CC Rental 2-...	112 · General ...	550.00
02/04/2016	2082		CC Rental 3-...	112 · General ...	375.00
02/04/2016	0014		Alanon Mtg R...	112 · General ...	90.00
03/15/2016	16991	Catherine Henderson	Community C...	112 · General ...	-375.00
03/21/2016	1085		CC Rental Fe...	112 · General ...	400.00
03/21/2016	3249		CC Rental Fe...	112 · General ...	300.00
03/21/2016	2008		CC Rental Fe...	112 · General ...	700.00
03/21/2016	2772		CC Rental Fe...	112 · General ...	200.00
03/21/2016	716		CC Rental Fe...	112 · General ...	700.00
03/21/2016	1201		Wake Up To ...	112 · General ...	90.00
Total 427 · Community Center Revenue					24,673.00
438 · Misc Park/Rec Rev					
08/04/2015	4445		Tennis Court ...	112 · General ...	40.00
11/16/2015	4645		Tennis Court ...	112 · General ...	40.00
01/07/2016	4691		Tennis Court ...	112 · General ...	40.00
03/21/2016	4776		Tennis Court ...	112 · General ...	40.00
Total 438 · Misc Park/Rec Rev					160.00
Total 420 · Park/Rec Activities Revenue					60,023.86
TOTAL					60,023.86

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KPPCSD
Transaction Detail By Account
 July 2015 through March 2016

Date	Num	Name	Memo	Split	Amount
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator					
07/15/2015		Di Napoli, Andrea		112 · General ...	395.10
07/30/2015		Di Napoli, Andrea		112 · General ...	388.20
08/14/2015		Di Napoli, Andrea		112 · General ...	314.10
08/28/2015		Di Napoli, Andrea		112 · General ...	385.80
09/15/2015		Di Napoli, Andrea		112 · General ...	330.90
09/30/2015		Di Napoli, Andrea		112 · General ...	402.60
10/15/2015		Di Napoli, Andrea		112 · General ...	211.50
10/30/2015		Di Napoli, Andrea		112 · General ...	344.70
11/13/2015		Di Napoli, Andrea		112 · General ...	354.30
11/30/2015		Di Napoli, Andrea		112 · General ...	357.60
12/15/2015		Di Napoli, Andrea		112 · General ...	424.50
12/29/2015		Di Napoli, Andrea		112 · General ...	236.70
01/14/2016		Di Napoli, Andrea		112 · General ...	330.00
01/28/2016		Di Napoli, Andrea		112 · General ...	336.90
02/11/2016		Di Napoli, Andrea		112 · General ...	347.10
02/28/2016		Di Napoli, Andrea		112 · General ...	336.30
03/14/2016		Di Napoli, Andrea		112 · General ...	227.40
03/29/2016		Di Napoli, Andrea		112 · General ...	396.30
Total 601 · Park & Rec Administrator					6,120.00
602 · Custodian					
07/15/2015	16466	William Driscoll	7/1 - 7/15/15 ...	112 · General ...	875.00
07/30/2015	16503	William Driscoll	7/16 - 7/31/1...	112 · General ...	875.00
08/14/2015	16539	William Driscoll	8/1 - 8/15/15 ...	112 · General ...	875.00
08/28/2015	16576	William Driscoll	8/16 - 8/31/1...	112 · General ...	875.00
09/15/2015	16601	William Driscoll	9/1 - 9/15/15 ...	112 · General ...	875.00
09/30/2015	16642	William Driscoll	9/15 - 9/30/1...	112 · General ...	875.00
10/15/2015	16665	William Driscoll	10/1 - 10/15/...	112 · General ...	875.00
10/30/2015	16697	William Driscoll	10/16 - 10/31...	112 · General ...	875.00
11/13/2015	16761	William Driscoll	11/1 - 11/15/...	112 · General ...	875.00
11/30/2015	16777	William Driscoll	11/16 - 11/30...	112 · General ...	875.00
12/15/2015	16806	William Driscoll	12/1 - 12/15/...	112 · General ...	875.00

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KPPCSD
Transaction Detail By Account
 July 2015 through March 2016

Date	Num	Name	Memo	Split	Amount
12/30/2015	16838	William Driscoll	12/16 - 12/31/...	112 · General ...	875.00
01/15/2016	16872	William Driscoll	1/01 - 1/15/1...	112 · General ...	875.00
01/29/2016	16907	William Driscoll	1/16 - 1/31/1...	112 · General ...	875.00
02/12/2016	16938	William Driscoll	2/1 - 2/15/16 ...	112 · General ...	875.00
02/29/2016	16965	William Driscoll	2/16 - 2/29/1...	112 · General ...	875.00
03/15/2016	16988	William Driscoll	3/01 - 3/15/1...	112 · General ...	875.00
03/30/2016	17026	William Driscoll	3/016 - 3/31/...	112 · General ...	875.00
Total 602 · Custodian					15,750.00
623 · Social Security/Medicare - Dist					
02/29/2016	SS A...			-SPLIT-	420.47
Total 623 · Social Security/Medicare - Dist					420.47
Total 600 · Park/Rec Sal & Ben					22,290.47
TOTAL					22,290.47

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March 2016 WATCH COMMANDER MONTHLY REPORT

Sergeant Barrow

TEAM #1 STATISTICS

Officer:	MARTINEZ (K31) (0600-1800)	BARROW (K) (1800-0600)	WILSON(K38)/FOLEY (K47) (1800-0600)	
Days Worked	22	17	4	7
Traffic Stops	11	2	3	
Moving Citations	2	0	2	
Parking Citations	4	0	1	
Vacation/Security Checks	25	2	2	
FI-Field Interview	0	0	0	
Traffic Accident Reports	1	0	0	
Cases	6	2	2	
Arrests	0	0	0	
Calls for Service	85	17	37	

Officer Foley spent his first three days with Officer Martinez while Officer Wilson was on vacation and now he is continuing his field training with Officer Wilson.

BRIEFING/TRAINING:

SERGEANT'S REVIEW:

SERGEANT'S SUMMARY:

I would like to welcome and congratulate Ted Foley on becoming Kensington's newest full time sworn police officer. Officer Foley has served as a reserve officer in Kensington for the past five years. Officer Foley has been and will continue to be a great asset to the department. I look forward to the positive impact he will have on the Kensington Police Department and the Community.

I am very pleased to say that we have given out several dozen of the free IDENTITY THEFT pocket size booklets or guides to assist you with information about all the different types of identity theft and scams that are being commonly used in our area. I do encourage everyone to stop by the station and pick one up.

SIGNIFICANT EVENTS:

- 2016-554 – On 3-6-2016, at 0751 hours, Officer Martinez responded to the 00 block of Richardson Road, for a reported theft from a purse.
- 2016-558 – On 3-6-2016, at 1349 hours, Officer Martinez responded to the 200 block of Amherst Avenue, for a reported suspicious event, teenagers threw lemons at a residence.
- 2016-562 – On 3-7-2016, at 1340 hours, Officer Martinez responded to the 00 block of Windsor Avenue for a reported identity theft.
- 2016-601 – On 3-13-2016, at 1106 hours, Officer Martinez responded to the 100 block of Lawson Drive for a reported vandalism, graffiti.
- 2016-604 – On 3-13-2016, at 1106 hours, Officer Martinez responded to the 100 block of Lawson Drive for a reported burglary.
- 2016-605– On 3-13-2016, at 1640 hours, Officer Martinez responded to the 500 block of Beloit Avenue for a reported theft of a package from the porch area.
- 2016-611 – On 3-14-2016, at 1745 hours, Sgt. Barrow responded to the 200 block of Cambridge Avenue for a reported theft from an unlocked vehicle.
- 2016-619 – On 3-16-2016, at 0123 hours, Sgt. Barrow responded to the 300 block of Berkeley Park Blvd. for a reported male stuck in a fence. The male was found half-dressed, placed on a medical hold for evaluation and transported to the hospital.
- 2016-639 – On 3-18-2016, at 1016 hours, Officer Martinez responded to the 400 block of Ocean View Avenue for a reported Hit & Run vehicle collision.
- 2016-656 – On 3-20-2016, at 1909 hours, Sgt. Barrow responded to the 200 block of Amherst Avenue, for a reported suspicious event, unknown person(s) threw eggs at a residence.
- 2016-702 – On 3-27-2016, at 2304 hours, Officers Wilson and Foley responded to the 00 block of Arlington Avenue for a reported vandalism, broken window.
- 2016-715 – On 3-28-2016, at 2025 hours, Officers Wilson and Foley responded to the 100 block of Arlington Avenue for a reported theft from an unlocked vehicle.
- 2016-706 – On 3-28-2016, at 1043 hours, Officer Martinez responded to the 100 block of Arlington Avenue for a reported vandalism, vehicle window smashed but nothing taken.

March 2016 WATCH COMMANDER MONTHLY REPORT

Sergeant Hull

TEAM #2 STATISTICS

Officer:	Hui (K42) (0600-1600)	(K) (1130-2130)	Hull (K17) (2000-0600)
Days Worked	15	0	17
Traffic Stops	00	0	01
Moving Citations	00	0	00
Parking Citations	00	0	00
Vacation/Security Checks	00	0	00
FI-Field Interview	00	0	00
Cases	04	0	00
Self Initiated Cases	00	0	00
Arrests	00	0	00
Calls for Service	34	0	39

BRIEFING/TRAINING:

- Case Law Graham V Connor
- Case Law Tennessee V Garner
- KPD Policy 300 – Use of Force
- KPD Policy 304 – Shooting Policy
- KPD Policy 432 – Patrol Rifles

SERGEANT'S REVIEW:

- Law Enforcement Safety Act of 2004

SERGEANT'S SUMMARY:

In recent months, the Kensington Police Department have lost two dedicated, motivated, and competent police officers to other Northern California Police Agencies. These officers will be sorely missed as they were young and vibrant, with a lot of productive working years ahead of them. They exemplified a work ethic and approach to law enforcement that was appropriate for this profession and the District of Kensington.

Some of the motivating factors that made other departments attractive to them was the ability to experience different and diverse policing opportunities and salary. In today's environment, some law enforcement agencies are offering incentives to attract and recruit new and lateral police officers. I hope this will not be a trend for the most capable employees and recruits that express interest in working for this District.

The District should start considering creative ways to retain talented employees because retention is less costly than recruitment and training.

SIGNIFICANT EVENTS:

2016-0576 – On 3-10-2016, at 1937 hours, Sgt. Hull responded to Arlington Ave. @ San Fernando St. to a traffic collision involving an AC Transit Bus.

2016-0577 – On 3-10-2016, at 2133 hours, Sgt. Hull responded to the 300 block of Yale Ave. to a reported suspicious male attempted to enter an occupied residence.

2016-0586 – On 3-11-2016, at 1752 hours, Sgt. Hull responded to the 200 block of Colusa Ave. to assist ECFD 65 with a downed power line.

2016-635 – On 3-17-2016, at 1910 hours, Sgt. Hull responded to the 600 block of Wellesley Ave. to a reported non-injury accident.

2016-0639 – On 3-18-2016, at 1016 hours, Officer Martinez responded to the 400 block of Ocean View Ave. to a reported hit & run collision.

2016-0643 – On 3-18-2016, at 1226 hours, Officer Martinez responded to the 200 block of Arlington Ave. to a reported landlord tenant dispute.

2016-0648 – On 3-18-2016, at 2017 hours, Sgt. Hull responded to the 1600 block of Ocean View Ave. to a report of a civil dispute between an employer and employee.

2016-0650 – On 3-19-2016, at 1122 hours, Officer Martinez responded to the 100 block of Highland Blvd. to a reported civil dispute between neighbors.

2016-0681 – On 3-25-2016, at 1532 hours, Sgt. Hui responded to the 300 block of Colusa Ave. to a reported mental patient due to a domestic dispute.

2016-0683 – On 3-26-2016, at 0758 hours, Sgt. Hui responded to the 100 block of Ardmore Rd. to a report of stalking.

2016-0684 – On 3-26-2016, at 0954 hours, Sgt. Hui responded to the 600 block of Wellesley Ave. to report of a resident burning garbage.

2016-0685 – On 3-26-2016, at 1345 hours, Sgt. Hui responded to the 00 block of Highgate Rd. to a report of identity theft.

2016-0687 – On 3-26-2016, at 1734 hours, Sgt. Hull responded to the 200 block of Colgate Ave. to a report of an infant in need of medical assistance.

2016-0689 – On 3-26-2016, at 2223 hours, Sgt. Hull responded to the 00 block of Arlington Ave. to reported window smash on a vehicle.

2016-0738 – On 3-31-2016, at 1128 hours, Sgt. Hui responded to the 200 block of Arlington Ave. to a report of identity theft.

KPD Monthly Crime Statistics

March 2016

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	0	0	0	0	0
Residential Burglary	1	1	0	0	0
Larceny Theft	4	4	0	0	0
Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Part 1 Totals	<u>5</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other Crimes					
Other misdemeanor	0	0	0	0	0
Identity Theft	0	0	0	0	0
Fraud	3	3	0	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	1	1	0	0	0
Sex Crimes (other)	0	0	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	4	4	0	0	0
Drugs	0	0	0	0	0
Warrant	0	0	0	0	0
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	1	0	1	0	0
Other Misdemeanor Traffic	0	0	0	0	0
Other Crime Totals	<u>9</u>	<u>8</u>	<u>1</u>	<u>0</u>	<u>0</u>
All Crime Totals	<u>14</u>	<u>13</u>	<u>1</u>	<u>0</u>	<u>0</u>

Traffic Accidents (Non Injury)	1
Traffic Accidents (Injury)	0

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KPD Crime Statistics

YTD 2016

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	4	0	0	4	2
Residential Burglary	5	5	0	0	0
Larceny Theft	11	8	2	1	1
Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Part 1 Totals	<u>20</u>	<u>13</u>	<u>2</u>	<u>5</u>	<u>3</u>

Other Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Other misdemeanor	1	0	0	1	1
Identity Theft	6	6	0	0	0
Fraud	3	3	0	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	3	2	0	1	0
Sex Crimes (other)	0	0	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	10	8	2	0	0
Drugs	0	0	0	0	0
Warrant	0	0	0	0	0
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	6	3	3	0	0
Other Misdemeanor Traffic	0	0	0	0	0
Other Crime Totals	<u>29</u>	<u>22</u>	<u>5</u>	<u>2</u>	<u>1</u>

All Crime Totals	<u>49</u>	<u>35</u>	<u>7</u>	<u>7</u>	<u>4</u>
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Traffic Accidents (Non Injury)	9
Traffic Accidents (Injury)	0

* 2011 case

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Investigation statistics-

SIGNIFICANT EVENTS:

Due to staffing levels I was assigned to patrol for most of the month of March.

During the month of March I have presented several cases to the Contra Costa County District Attorney's Office and am awaiting final review. I have obtained an arrest warrant for a person who has violated a restraining order on numerous occasions. I am still awaiting arrest warrants for several other cases.

2016-478 Assault and Battery

On 2-24-2016, Sgt. Barrow responded to the 200 block of Arlington Avenue and then 200 block of Yale Avenue, for a reported assault. One subject was taken to the hospital with nonlife threatening injuries. No charges will be filled in this case.

2016-505 Vehicle Burglary

On 2-28-2016, Officer Ramos responded to the 00 block of Lawson Drive for a reported vehicle burglary. A female was located inside of a resident's van. The female was later arrested for burglary, illegal drugs, possession of drug paraphernalia, destruction of evidence, and probation violation. The suspect was transported by ambulance to the hospital as they had ingested narcotics'. After being cleared she was transported to the county jail. This case was presented to the DA for review.

2016-562, 574, and 685 Identity Thefts

During the month of March, Officers responded to three identity thefts. At this time I'm still waiting the Contra Costa County District Attorney's Office to finish their review in hopes of obtaining an arrest warrant. These cases are under investigation.

2016-604 Residential burglary

On 3-13-2016, Officers responded to the 100 block of Lawson Road for a security check of a boarded up residence. Officers located several areas of the home that had been broken in to. The officers also discovered that the residence had several rooms with graffiti on the walls. These cases are under further investigation.

2016-601, 690, 702, and 706 Vandalism

During the month of March, Officers responded to four vandalisms consisting of broken windows and graffiti. These cases are under further investigation.

APPENDIX A - EXPENSE PREPAYMENT/REIMBURSEMENT FORM

Name: KEVIN HART

Event/Activity: 2016 ANNUAL TRAINING SYMPOSIUM

Location of Event/Activity: ONTARIO, CA

Approved by Board of Directors on: _____

	Prepay	Reimburse
1. Event/Activity Registration Fee	\$ <u>625</u>	\$ _____
2. Transportation		
• Airfare	\$ <u>455.46</u>	\$ _____
• Car Rental (\$ _____ per day for _____ days)	\$ _____	\$ _____
• Car Mileage (\$ _____ per mile for _____ miles)	\$ _____	\$ _____
• Taxi	\$ _____	\$ _____
• Parking	\$ _____	\$ _____
3. Lodging (<u>\$142</u> per night for <u>3</u> nights)	\$ _____	\$ <u>485.88</u>
4. Meals (Complete information requested on next page of form)		
a. Breakfast	\$ _____	\$ _____
b. Lunch	\$ _____	\$ _____
c. Dinner	\$ _____	\$ _____
5. Other (Explain details of request)	\$ _____	\$ _____
Total Requested	\$ _____	\$ <u>485.88</u>

Please attach all receipts documenting each expense above. This Expense Prepayment/Reimbursement Form must be submitted within 30 days after the event. All expenses reported on this form must comply with the District's Expense Policy for Board members, the General Manager/Chief of Police, and all non-sworn District employees.

Signed: [Signature: Kevin Hart]

Date: 3/28/16

Approved by: [Signature: Len Welsh]

Signed: [Signature: Len Welsh]

Print Name: Len Welsh

Date: 4/6/2016

This form and attached receipts are public records subject to disclosure under the California Public Records Act.

Meal Reimbursement Detail

Place: INCLUDED W/I CPCA FEE

Person(s) Attending and Relationship to District: KEVIN HART, GENERAL MANAGER / CHIEF OF POLICE

Agency Purpose and Issues Discussed: ANNUAL POLICE CHIEFS CONF. SEE APRIL 2016 GM REPORT FOR DETAILS

Place: _____

Person(s) Attending and Relationship to District: _____

Agency Purpose and Issues Discussed: _____

Place: _____

Person(s) Attending and Relationship to District: _____

Agency Purpose and Issues Discussed: _____

Kevin Hart

From: Andrea Di Napoli
Sent: Monday, November 23, 2015 4:20 PM
To: Kevin Hart
Subject: FW: 2016 Annual Training Symposium Registration Form Submitted Successfully

From: cpca@memberclicks-mail.net [mailto:cpca@memberclicks-mail.net]
Sent: Monday, November 23, 2015 4:08 PM
To: Andrea Di Napoli <adinapoli@Kensingtoncalifornia.org>
Subject: 2016 Annual Training Symposium Registration Form Submitted Successfully

Dear Kevin Hart,

Thank you for Registering for the 39th Annual CPCA Training Symposium.
Below is your confirmation information.

You registered 1 total registrants.

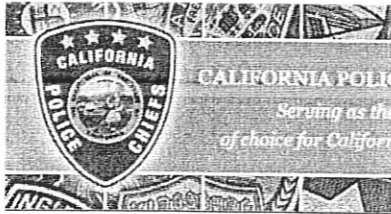
Date: 11/23/2015
Confirmation Number: 45601
Amount: \$625.00

If you have any questions please contact:

Shannon Mahoney
916/481-8000
smahoney@californiapolicechiefs.org
P.O. Box 255745
Sacramento, CA 95865-5745

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- Strategic Partner
- Contact
- Resources

California Police Chiefs Association

39th Annual Training Symposium

Sunday, March 13, 2016
to Thursday, March 17, 2016
Category: Events

Doubletree Hotel-Ontario
222 N Vineyard Ave
Ontario CA, 91764
(909) 937-0900

<http://doubletree3.hilton.com/en/hotels/california/hilton-hotel-ontario-airport-ONTO-DT/index.htm>



Strategic Partners



AT&T

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- [CPCA Legislative Day](#)
- [IACP Conference](#)
- [Job Opportunities/Classifieds](#)
- [CPCA Corporate Circle](#)
- [CPCA Strategic Partner](#)

Annual Training Symposium Registration Information

[Click Here to Register Online.](#)

Registration Fees:

	<i>Early Bird</i>	<i>Regular Rate</i>
	<i>(Prior to Jan. 15)</i>	<i>(After Jan. 15)</i>
Chief	\$625	\$675
Second in Command/Associate Member	\$625	\$675
Retired Chief/Associate	\$300	\$350
Spouse/Partner	\$300	\$350
Non-Associate Member	\$675	\$750

Registration Information:

You must be a CPCA member in good standing and/or employed by a municipal police department to attend.

Vendors may not register to attend the conference, only participate in the tradeshow. [Annual Training Symposium Info for Vendors & Exhibitors](#)

Spouse/Guest must complete a separate registration form here.

Member Benefits

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Symposium attendance qualifies for POST CPT credits. The Symposium is POST Certified Plan N/A and is non-reimbursable. POST CCN 1137-28000-15-001.

Registration includes all meal functions and social activities at the Symposium including:

- Host Chief/New Chief Recognition dinner
- President's luncheon
- Tradeshow Reception and Luncheon
- Networking and Business Luncheon
- Installation Banquet
- Inspirational Breakfast
- 50th Anniversary Celebration
- Monday (breakfast, lunch and dinner)
- Tuesday (breakfast and lunch)
- Wednesday (breakfast, lunch and dinner)
- Thursday (breakfast)

Cancellation/Refund Policy:

Symposium registration fees will be refunded in full if cancelled by February 15th. Cancellations made between February 15 and February 20 are subject to a 50% conference registration fee. Cancellations made after February 20 and no shows will not be refunded. All cancellations must be submitted in writing to Shannon Mahoney at smahoney@californiapolicechiefs.org.

Please contact [Shannon Mahoney](#) with any questions regarding registration.

Contact: Shannon Mahoney or Meagan Catafi

[Download as iCal file](#)

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 Reservations
 www.doubletree.com

Name & Address

HART, KEVIN
 217 ARLINGTON AVENUE
 KENSINGTON CA 94707
 UNITED STATES OF AMERICA

Room 1306/NQ2
 Arrival Date 3/13/2016 11:33:00 PM
 Departure Date 3/16/2016
 Adult/Child 2/0
 Room Rate 142.00
 Rate Plan: PLO
 HH #
 AL:
 Car:

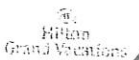
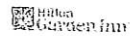
Folio

Confirmation Number: 88101122

3/16/2016



DATE	REFERENCE	DESCRIPTION	AMOUNT
3/13/2016	6857531	GUEST ROOM	\$142.00
3/13/2016	6857531	OCCUPANCY TAX	\$16.69
3/13/2016	6857531	ONTARIO TOURISM ASSESSMENT	\$2.84
3/13/2016	6857531	CA TOURISM ASSESSMENT	\$0.43
3/14/2016	6858373	GUEST ROOM	\$142.00
3/14/2016	6858373	OCCUPANCY TAX	\$16.69
3/14/2016	6858373	ONTARIO TOURISM ASSESSMENT	\$2.84
3/14/2016	6858373	CA TOURISM ASSESSMENT	\$0.43
3/15/2016	6859285	GUEST ROOM	\$142.00
3/15/2016	6859285	OCCUPANCY TAX	\$16.69
3/15/2016	6859285	ONTARIO TOURISM ASSESSMENT	\$2.84
3/15/2016	6859285	CA TOURISM ASSESSMENT	\$0.43
3/16/2016	6859867	VS *1397	(\$485.88)
		BALANCE	\$0.00



ACCOUNT NO.
VS *1397

CARD MEMBER NAME
HART, KEVIN

ESTABLISHMENT NO & LOCATION ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

CARD MEMBER'S SIGNATURE
X

DATE OF CHARGE 3/16/2016 FOLIO NO./CHECK NO. 1421340 A

AUTHORIZATION 07737C INITIAL

PURCHASES & SERVICES

TAXES


TIPS & MISC.

TOTAL AMOUNT -485.88


MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND

PAYMENT DUE UPON RECEIPT - 1.5% PER MONTH INTEREST CHARGE WILL BE APPLIED TO ALL PAST DUE INVOICES

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Español 



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Thank you for your purchase!



Oakland, CA - OAK to Ontario/LA, CA - ONT

Air

Confirmation #9NA45Q

Oakland, CA - OAK to Ontario/LA, CA - ONT
 Sunday, March 13, 2016 - Thursday, March 17, 2016

EarlyBird Check-In
 Automatic check in before our traditional 24-hr check-in. [Add it now](#)

Air Total: \$455.46

Amount Paid
\$455.46

Trip Total
\$455.46

Join Rapid Rewards®

Please take a moment to complete and confirm the information to the right.

You could earn
3,998
points for this trip

Username

KEVIN HART

Check Availability

Password (Case Sensitive)

I have read and accepted the Rules and Regulations

Re-enter Password (Case Sensitive)

[Create My Account](#)

MAR 13

SUN 03/13/16 - Ontario

AIR

Oakland, CA - OAK to Ontario/LA, CA - ONT
03/13/2016 - 03/17/2016

Confirmation #
9NA45Q

Adult Passenger(s)
KEVIN HART

Rapid Rewards #
Add Rapid Rewards Number

[Subscribe to Flight Status Messaging](#)

Travel Date	Flight Segments			Flight Summary
DEPART MAR 13 SUN	09:15 PM	Depart Oakland, CA (OAK) on Southwest Airlines	Flight #967	Sunday, March 13, 2016 Travel Time 1 hr 19 min (Nonstop)

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Travel Date	Flight Segments		Flight Summary	
	10:25 PM	Arrive in Ontario/LA, CA (ONT)	WiFi available	Anytime
RETURN MAR 17 THU	05:45 PM	Depart Ontario/LA, CA (ONT) on Southwest Airlines	Flight #4095	Thursday, March 17, 2016
	07:00 PM	Arrive in Oakland, CA (OAK)		Travel Time 1 h 15 m (Nonstop) Anytime

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	OAK-ONT	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1
Return	ONT-OAK	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1

Enroll in Rapid Rewards and earn at least 3998 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$455.46**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$455.46

Gov't taxes & fees now included

Purchaser Name Kevin Hart

Billing Address 217 Arlington Ave
Kensington, CA US 94707

Form of Payment

MasterCard - XXXXXXXXXXXX-3505

Amount Applied

\$455.46

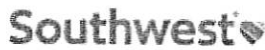
Amount Paid
\$455.46

Trip Total
\$455.46

55

Subject: UPDATED flight reservation (9NA45Q) | 16MAR16 | ONT-OAK | Hart/Kevin
Date: Monday, March 14, 2016 at 8:56:22 PM Pacific Daylight Time
From: Southwest Airlines
To: KHART815@SBCGLOBAL.NET

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- Special Offers
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Ready for takeoff!



Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 03/13/16 - Ontario-Chiefs Conf.

Air itinerary

AIR Confirmation: 9NA45Q

Confirmation Date: 03/14/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
HART/KEVIN	1020883452	5262192289702	Mar 7, 2017	1999

Date	Flight	Departure/Arrival
Wed Mar 16	4095	Depart ONTARIO/LA, CA (ONT) on Southwest Airlines at 5:45 PM Arrive in OAKLAND, CA (OAK) at 7:00 PM Travel Time 1 hrs 15 mins Anytime

Check in for your flight(s): 24 hours before your trip on [Southwest.com](#) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.

Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.

54

- L** **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- L** **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- i** **If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 226.48

Fare Rule(s): 5262192289702: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

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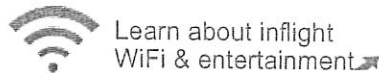
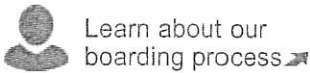
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Cost and Payment Summary

AIR - 9NA45Q

Base Fare	\$ 199.89
Excise Taxes	\$ 14.99
Segment Fee	\$ 4.00
Passenger Facility Charge	\$ 2.00
September 11th Security Fee	\$ 5.60
Total Air Cost	\$ 226.48

Payment Information

Payment Type: Ticket Exchange
Date: Mar 14, 2016
Payment Amount: \$226.48

REFUND ON Mar 14, 2016 TO Visa
XXXXXXXXXXXX1397 \$27.99

Exchange Detail

Mar 10, 2016 From ticket # 5262191151433 to ticket # 5262192289702

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- [Suggested Airport Arrival Times](#)
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² Security Fee is the government-imposed September 11th Security Fee.

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For: KPPCSD BOD Meeting, April 14, 2016

Re: Public Comment Time

By: A. Stevens Delk, Ph.D.

Date: April 1, 2016 (submitted for distribution and inclusion in April Packet)

Last month, Richard Karlson made a public comment that Public Comment was always at the end of board meetings he has represented or attended, and Director Welsh proposed an Agenda Item for this meeting to alter the order of items, placing Public Comment after Old and New Business.

I did an analysis of 10 local communities. **All** of their councils schedule "general public comment"¹ **before** discussions of "agenda items." Nearly all impose time limits on speakers (usually 3 minutes each). One allows only 10 minutes total for **non**-agenda items, but additional time after the business session, **and** it has a separate 10-minute period for public comment on Consent Calendar items. [See the following table.]

During last month's 5 1/2 hour open meeting, 11 members of the public spoke during Public Comment, addressing 9 issues, averaging ~3 minutes per speaker, with only 4 speakers exceeding 4 minutes, and taking up 37 minutes total (including 10-30 seconds between speakers and 3 clarifications by the President). **Most** comments had to do with the GM's Report and since the Brown Act requires that the public be allowed to comment before or during consideration of a matter^{1,2}, comments about minutes, budgets, reports, *etc.*, have to be allowed **before** the Consent Calendar, or items pulled for later "specific public comment."¹

Last month, only about 9 minutes of Public Comment time addressed matters **not** on the Agenda or Consent Calendar (including Karlson's 4-minute comment). Public Comment did not "produce" The Late Late Night Show; it was the large number (10) of old and new business items and the subject matter, complexity, and importance of most. Jim Watt forecasted this in his 1-minute comment.

The 2003 Attorney General's pamphlet on the Brown Act states that great leeway is allowed in scheduling public comment, but cautions "so long as the legislative body acts fairly with respect to the interest of the public and competing factions."³ Brown is **not** about a board/council's right to govern, but the public's right to participate in the process, and "the Legislature has established a presumption in favor of public access."⁴ Brown itself says "the people...do not yield their sovereignty to the agencies which serve them."⁵ You chose to serve Kensington residents (and I do appreciate your time and service, and **thank you!**).

The pamphlet also addresses the issue of legislative bodies limiting **critical** public comments with policies that "promoted discussion artificially geared toward praising (and maintaining) the status quo, thereby foreclosing meaningful public dialogue" — "a form of viewpoint discrimination."⁶

Director Toombs mentioned that Berkeley has really long meetings. Ironically, it has the most restrictive public comment policy and, actually, meetings begin at 7:00 and adjourn at 11:00, with unfinished business carried over to another time. Interestingly, El Cerrito's Agenda states: The City Council believes that late meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff.

Scheduling non-agenda Public Comment at the end of a meeting may not make much of a difference. But since long meetings usually happen when there is a lot of public **criticism**, moving Public Comment to the 'back of the bus' may be considered "viewpoint discrimination" — a term coined by the late Justice Scalia.⁷

[Suggestions: Leave agenda order as is; request public comments be limited to 3 minutes each, 5 minute maximum. Have speakers form queue, so number can be determined and time limited to 3 minutes if more than 10 or so, and to speed up process. If limit for total public comment time, separate general comment from consent calendar comment and allow additional comment after agenda items. Order agenda items beforehand (not during meeting) from most to least important/urgent, not first to last submitted. Adjourn meeting at 11:00, after 10:30 decision about remaining items to be discussed.]

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Brief Summary of Public Comment and Other Policies of City/Town Councils of Local Communities⁸

Albany City Council:	Limit of 3 min per speaker, but may be reduced if a large number, no limit on number of speakers; consent calendar before public comment, but public may request beforehand removal of item for discussion; no after-agenda comment time scheduled; 1 meeting/month, 7:30-10:30, unless extended for specific items
Berkeley City Council:	Speaker cards, selected by lottery, 5 or less: 2 min per speaker, 6-10: 1 min each, 10 min max, additional public comments heard at end with no time/speaker limit specifically stated; public comment on consent calendar scheduled separately, with similar limitations, <i>i.e.</i> , another 10-minute public comment period; 2/month, 7:00-11:00, unfinished business scheduled for later time
Clayton City Council:	Speaker cards, 3 min per speaker, no limit on number of speakers; consent calendar before public comment, but public can request removal of item for discussion through mayor; no after-agenda comment time scheduled; 2/month, 7:00 to not specified
El Cerrito City Council:	Speaker cards, 3 min per speaker, may be reduced if large number, no limit on number of speakers; public comment, with comments on consent calendar, scheduled before consent calendar; no after-agenda comment time scheduled; 2/month, 7:00-10:30, unless extended to specific time
Emeryville City Council:	Request for 3 min per speaker, no limit on number of speakers; public comment, with comments on consent calendar, scheduled before consent calendar; no after-agenda comment time scheduled; 2/month, 7:16 (not my typo) to not specified
Hercules City Council:	No limit stated; public comment scheduled before consent calendar; no after-agenda comment time scheduled; 2/month, 7:00 to not specified
Moraga Town Council:	No limit stated; public comment, with request to pull consent item, scheduled before consent calendar; no after-agenda comment time scheduled; 2/month, 7:00 to not specified
Pinole City Council:	Speaker cards, 3 min per speaker, no limit on number of speakers; public comment, with ability to pull consent item through prior discussion with council/staff, scheduled before consent calendar; no after-agenda comment time scheduled; 2/month, 7:00 to not specified
San Pablo City Council:	Speaker cards, 3 min per speaker, no limit on number of speakers; public comment, with ability to pull consent item, scheduled before consent calendar; no after-agenda comment time scheduled; 2/month, 6:00 to not specified
Tiburon Town Council:	Request for 3 min per speaker, no limit on number of speakers; public comment, with ability to pull consent item, scheduled before consent calendar; no after-agenda comment time scheduled; 2/month, 7:30 to not specified

Footnotes for text and table:

1. There are 2 types of public comments: "general" for non-agenda matters and "specific" for items on the agenda (including consent calendar items).
Summary of the Major Provisions and Requirements of the Ralph M. Brown Act, Jenkins & Hugin LLP, p. 8, @www.localgovlaw.com/civica/filebank/...
2. *The Brown Act: Open Meetings for Local Legislative Bodies*, California Attorney General's Office, 2003; p. 19, @www.ag.ca.gov.
3. *Ibid.*, p. 19 and p. 28.
4. *Ibid.*, p. 1.
5. *Ibid.*, p. 51 (The Ralph M. Brown Act, Declaration of Policy, §54950.)
6. *Ibid.*, p. 20 and p. 28.
7. Justice Antonin Scalia, *R.A.V. v. City of St. Paul*, 505 U.S. 377 (1992)
8. Cities/towns listed in the table "Crime Statistics 2014 – Kensington & Other Cities" handed out at a KPPCSD Meeting (by L. Lipscomb, I think).
Prepared by A. Stevens Delk, Ph.D., April 1, 2016, file: KPPCSD April 2016 Pub Com, p.3.

*Presented at
March
KPPCSD
meeting*

To: Board of Directors, Kensington Police Protection & Community Services District

From: Linda Lipscomb

Cc: General Manager and Chief of Police Kevin Hart

I wish to thank the members of the negotiating committee of the Board, and the representatives of the police union for reaching an accord in the proposed contract between the District and our sworn police force. This has been a long time in the making, and I, as well as many other Kensington residents, am both happy and relieved that finally our officers, upon whom we depend for so many aspects of our daily life, will have a contract.

I have reviewed the monetary items in the contract, and believe that this is a terrific deal for Kensington taxpayers, as you have achieved a balance between our limited budget based upon the tax structure as it currently configured, and the needs of officers to make a comparable wage. I especially wish to thank the officers for their patience in having this contract presented so long after I and many feel it should have been concluded.

In the first year, the average base costs of the new contract for officer's salaries are some 26% less than the average of our four surrounding cities of Albany, El Cerrito, Berkeley, and Richmond. In the second year of the contract, the average of officer's salaries is almost 24% less than the average base salaries in the same surrounding cities. The same is true for Sergeant's salaries. The new contract you have negotiated represents a savings of 23% less than surrounding cities in the first year, and over 20% less in the second year.

To those who think that contracting out to El Cerrito may be a good idea, I note that the proposed salaries in the Kensington contract are some 21.54% LOWER than El Cerrito's base salaries in first year, and 19.2% less under the second year of the proposed contract.

In addition, my review of published information of nearby cities indicated that raises for sworn employees ranging from 2% in Berkeley, to 4.5% in Albany are scheduled for those forces.

I also want to congratulate you for changing the structure of the MOU to include employee participation in both medical and pension contributions. This reflects a sea change in labor relations throughout our state, and you are to be congratulated for implementing it.

I urge your strongly to direct General Manager and Police Chief Hart to enter into the contract with our officers. You owe it to the community to stabilize our primary workforce by voting yes on this contract proposal. Thank you very much for your hard work.

Linda Lipscomb

*Proposed MOU
Kensington*

Spouse	Brother	Mother-in-law	Step Child
Child	Sister	Father-in-law	Step Sibling
Mother	Grandmother	Sister-in-law	Step Parent
Father	Grandfather	Brother-in-law	Step Grandparent

ARTICLE VII SALARIES

The Board of Directors provides that an employee must be paid a salary within the range established for his or her classification. The District and the Association agree the District will compensate all members of the Association as follows:

There shall be no wage increase from July 1, 2014 through February 29, 2016. Effective the first pay period after March 1, 2016, all employees on active payroll shall receive a one-time lump sum payment of one-thousand dollars (\$1,000). The parties agree that this one-time bonus is not intended to compensate employees for any time worked in the past and or in the future and further agree that this bonus does not meet the criteria under California Code of Regulations 571(b) as reportable compensation for retirement purposes.

Effective the first pay period after March 1, 2016, salaries will be increased by 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

<i>Annual 2016</i>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<i>96,932 - 99,840</i>	Master Sergeant	\$8,077.74	\$8,320.07	-----	-----	-----
<i>84,475 - 94,109</i>	Sergeant	\$7,039.61	\$7,321.19	\$7,540.83	\$7,842.47	-----
<i>83,726</i>	Corporal	\$6,977.23	-----	-----	-----	-----
<i>66,203 - 82,085</i>	Officer	\$5,516.98	\$5,820.42	\$6,140.54	\$6,478.27	\$6,840.42

Effective the first pay period after March 1, 2017, salaries will be increased 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

*Kensington
Proposed MOU*

<i>Annual 2017</i>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<i>99,940 - 102,836</i>	Master Sergeant	\$8,320.08	\$8,569.67	-----	-----	-----
<i>87,009 - 96,933</i>	Sergeant	\$7,250.80	\$7,540.82	\$7,767.05	\$8,077.75	-----
<i>86,238</i>	Corporal	\$7,186.55	-----	-----	-----	-----
<i>68,189 - 84,547</i>	Officer	\$5,682.49	\$5,995.03	\$6,324.76	\$6,672.62	\$7,045.63

A. Step Increases

1. Classification - Police Officers
 - a. Step One: Minimum hiring rate.
 - b. Step Two: Employees shall be eligible for advancement to Step Two upon completion of twelve, (12) months employment, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.
 - c. Additional Steps: Employees shall be eligible for advancement to additional steps upon completion of one year at the previous step, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.
2. Classification - Sergeants
 - a. Step One: Minimum hiring rate,
 - b. Steps Two: through Step four: Employees shall be eligible for advancement to the next higher Step upon completion of twelve (12) months employment in grade, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

B. Hourly Rate of Pay

The hourly rate shall be calculated by multiplying the monthly salary by twelve (12) and dividing by the total number of working hours per year, which by convention is 2080.

ARTICLE VIII OVERTIME

A. Overtime Policy - Definition

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal

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Albany

Appendix A

A. Effective September 1, 2014, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Lieutenant	9351	9819	10310	10826	11367	11708	12059
Sergeant	7415	7786	8175	8584	9013	9283	9561
Police Officer	6281	6595	6925	7271	7635	7864	8100
Communications Clerk	4673	4907	5152	5410	5681	5851	6027
Polices Services Technician II	4211	4422	4643	4875	5119	5273	5431
Polices Services Technician I	3794	3984	4183	4392	4612	4750	4893
Captain (*)							13114
Police Officer Clerk (*)							6741

B. Effective April 13, 2015 or upon the approval of the PERS contract amendment for increasing employee contribution to retirement, whichever comes later, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Lieutenant	9725	10211	10722	11258	11821	12176	12541
Sergeant	7712	8098	8503	8928	9374	9655	9945
Police Officer	6532	6859	7202	7562	7940	8178	8423
Communications Clerk	4860	5103	5358	5626	5907	6084	6267
Polices Services Technician II	4379	4598	4828	5069	5322	5482	5646
Polices Services Technician I	3946	4143	4350	4568	4796	4940	5088
Captain (*)							13639
Police Officer Clerk (*)							7011

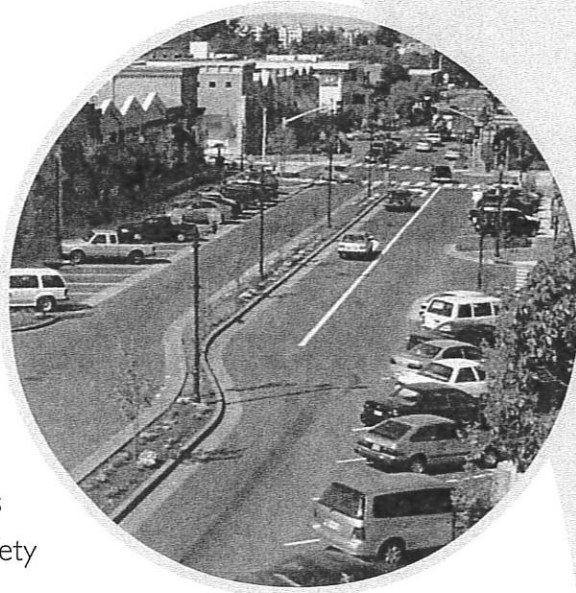
C. Effective November 9, 2015, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Lieutenant	10114	10620	11151	11709	12294	12663	13043
Sergeant	8020	8421	8842	9284	9748	10040	10341
Police Officer	6793	7133	7490	7865	8258	8506	8761
Communications Clerk	5054	5307	5572	5851	6144	6328	6518
Polices Services Technician II	4554	4782	5021	5272	5536	5702	5873
Polices Services Technician I	4104	4309	4524	4750	4988	5138	5292
Captain (*)							14185
Police Officer Clerk (*)							7291

b4



with the State of California for the California Identification System, which utilizes computer technology to evaluate fingerprint evidence for the identification of criminals. The City and the Department are also active members of the East Bay Public Safety Corridor Partnership.



*El Cerrito Ad
for a new
Police Chief*

The ideal candidate should have six years of broad and extensive experience in all major phases of municipal police work including three years of management and administrative responsibility. A team oriented, flexible individual with experience in budgeting will excel in this position. A Bachelor's degree in criminal justice, police science, public administration or a related field is required. A Master's is preferred.

THE IDEAL CANDIDATE

The City seeks a dynamic, innovative, community oriented and visionary individual to serve as its next Police Chief. The incoming Chief should be open and accessible with a passion for the job. The ideal candidate will have a high level of communication both verbal and written and the ability to communicate with people at all levels. A Chief who can build on the strengths of the department and move them forward will be valued.

The new Police Chief should possess strong interpersonal skills. The ideal candidate will be a self confident and mature individual. Being a part of the City executive management team, the ideal candidate will work collaboratively with the City Manager and all City staff. The ideal candidate will have a positive track record with working with employee groups/associations.

The incoming Chief will be able to accomplish goals and prioritize the day to day operations of the Department. He/she will work collaboratively with the staff and keep an open door policy. An open, honest, and ethical individual is essential for this position. El Cerrito seeks an advocate for the Department as he/she will manage the development and implementation of departmental goals, objectives, policies and priorities assigned to the Field Operations, Administrative and Support, and Investigations Divisions.

The City seeks a dynamic, innovative, community oriented and visionary individual to serve as its next Police Chief.

COMPENSATION

The salary for the Police Chief is open, DOQ. The City also offers an attractive benefits package including:

Retirement – PERS
3% @50, with EPMC and City pays employee share.

Flexible Benefits Plan – City contributes to the family Kaiser premium.

Dental – City will pay full cost of employee plus dependent coverage under the Delta Dental Plan.

Life Insurance – Annual Salary (max of \$100,000).

Holidays – 11 ½ holidays plus birthday/and 3 floaters.

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Side Letter of Agreement Between The City of El Cerrito And
The El Cerrito Police Employees' Association Regarding
Six-Year Contract Extension to the Memorandum of Understanding and
Modifying Language on Salaries, Shift Differential and Holidays and
Adding Language on Service Credit

EL Cerrito Police

July 8, 2010

RECEIVED

SEP 07 2010

CITY OF EL CERRITO
EMPLOYEE SERVICES

Representatives for the City of El Cerrito (City) and the representatives for the El Cerrito Police Employees' Association (Association) have agreed to modify the Memorandum of Understanding between the City of El Cerrito and the El Cerrito Police Employees' Association, which expires on June 30, 2011 in the following manner:

Section 3.1 Duration Of This Memorandum - the MOU would be extended to June 30, 2017

Section 7.1 – 7.5 Health, Dental and Retirement

- Maintenance of current benefits for term of MOU

Section 8.1 Holidays

- Effective July 1, 2010, the City will increase the number of floating holidays from two (2) to three (3)

Section 13.1 Base Monthly Salaries

- Salary Increase for Police Officer/Corporal
 - Effective July 2010 – 3.5%
 - Effective January 2011 – 3.5%
 - Effective July 2011 – 3.5%
 - Effective January 2012 – 3.5%
 - Effective the first full pay period in July 2012, the base monthly salary for represented classifications shall be increased by the April 2011 to April 2012 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).
 - Effective July 2013 - Survey
 - Effective the first full pay period in July 2014, the base monthly salary for represented classifications shall be increased by the April 2013 to April 2014 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).
 - Effective July 2015 - Survey
 - Effective the first full pay period in July 2016, the base monthly salary for represented classifications shall be increased by the April 2015 to April 2016 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners.

66

El Cerrito
Police

The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).

- Salary Increase for Police Sergeant
 - Effective July 2010 – 3%
 - Effective January 2011 – 3%
 - Effective July 2011 – 3%
 - Effective January 2012 – 3%
 - Effective the first full pay period in July 2012, the base monthly salary for represented classifications shall be increased by the April 2011 to April 2012 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).
 - Effective July 2013 – Survey
 - Effective the first full pay period in July 2014, the base monthly salary for represented classifications shall be increased by the April 2013 to April 2014 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).
 - Effective July 2015 - Survey
 - Effective the first full pay period in July 2016, the base monthly salary for represented classifications shall be increased by the April 2015 to April 2016 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).

- Salary Increase for Non-Sworn Classifications
 - Effective July 2010 – 2%
 - Effective January 2011 – 2%
 - Effective July 2011 – Survey
 - Effective the first full pay period in July 2012, the base monthly salary for represented classifications shall be increased by the April 2011 to April 2012 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%)
 - Effective July 2013 – Survey
 - Effective the first full pay period in July 2014, the base monthly salary for represented classifications shall be increased by the April 2013 to April 2014 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%)
 - Effective July 2015 - Survey
 - Effective the first full pay period in July 2016, the base monthly salary for represented classifications shall be increased by the April 2015 to April 2016 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners.

The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).

Section 13.7 A. Shift Differential

- Effective with the first full pay period in July 2010, this language replaces 13.7 A. of the MOU which expires June 30, 2011
- Effective with the first full pay period in July 2010, sworn personnel assigned to night shift shall receive 2.0% of their base rate of pay as shift differential pay for all hours worked
- Effective with the first full pay period in January 2011, shift differential shall be eliminated

Section 13.8 (new) Criteria for Service Credit

- Age 50 no later than the last day of the first pay period in June 2012
- PERS retirement eligible no later than the last day of the first pay period in June 2012
- Employee must designate that they will retire during the term of this MOU
 - Service Credit for Sergeant Classification
 - For eligible employees effective July 2010 – 9.0%
 - For eligible employees effective January 2011 – 6.0%
 - For eligible employees effective July 2011 – 3.0%
 - Service Credit eliminated effective the last full pay period of June 2012
 - Service Credit for Police/Corporal Classifications
 - For eligible employees effective July 2010 – 10.5%
 - For eligible employees effective January 2011 – 7%
 - For eligible employees effective July 2011 – 3.5%
 - Service Credit eliminated effective the last full pay period of June 2012

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Approved and Accepted:

For the City of El Cerrito:

Glenn Berkheimer
[Signature]

For El Cerrito Police Employees Association:

[Signature]
Davis Hartung

60

CITY OF EL CERRITO
MONTHLY SALARY GRADES
EFFECTIVE DECEMBER 15, 2015

El Cerrito Police etc

CONFIDENTIAL - EFFECTIVE 11/17/15

JOB CODE	JOB CLASS	BOTTOM ₁	CONTROL PT ₂	TOP ₃
543	ACCOUNTANT II	5,368	6,710	8,388
716	FIRE SECRETARY	4,353	5,441	6,801
529	HUMAN RESOURCES TECHNICIAN	5,028	6,285	7,856

PUBLIC SAFETY MANAGEMENT

JOB CODE	JOB CLASS	BOTTOM ₁	CONTROL PT ₂	TOP ₃
952	FIRE CHIEF (9/10/15)	13,160	16,450	20,563
951	POLICE CHIEF (12/15/15)	12,409	15,511	19,389
933	POLICE CAPTAIN (9/10/15)	12,188	15,235	19,044
947	BATTALION CHIEF/TRAINING OFFICER (9/10/15)	11,160	13,950	17,438
931	POLICE LIEUTENANT (9/10/15)	11,222	14,028	17,535
930	BATTALION CHIEF (9/10/15)	10,146	12,682	15,853

¹ Bottom is the equivalent to Step 1

² Control Pt (Point) is the equivalent to Step 5

³ Top is exceptional performance (between the control point and top)

POLICE (SWORN) - 4.5% EFFECTIVE 7/05/15

JOB CODE	JOB CLASS	STEP 1	STEP 2	STEP 3	ST
861	POLICE SERGEANT/DET/MOTOR/ADMIN ASSIGN.	9,364	9,804	10,268	
860	POLICE SERGEANT	8,918	9,337	9,779	
842	POLICE CORPORAL/DETECTIVE ASSIGN.	8,178	8,559	8,961	
841	POLICE CORPORAL	7,789	8,152	8,534	
840	POLICE OFFICER - DETECTIVE / MOTOR ASSIGN	7,384	7,727	8,087	
830	POLICE OFFICER	7,032	7,359	7,702	

Wenax El Cerrito 2014

The information presented is posted as submitted by the reporting entity. The State Controller's Office is not responsible for the accuracy of this information.

El Cerrito 2014 actuals

Position	Department	Total Wages	Total Retirement & Health Cost
Fire Capt/Paramedic/FPO	2510 - Fire Administration	\$262,131	\$74,952
Fire Captain	2510 - Fire Administration	\$259,784	\$67,507
Fire Capt/Paramedic	2510 - Fire Administration	\$252,916	\$78,829
Fire Captain	2510 - Fire Administration	\$240,487	\$74,757
Fire Capt/Paramedic	2510 - Fire Administration	\$232,942	\$79,628
Fire Captain	2510 - Fire Administration	\$219,859	\$74,935
Bat Chief-Trng	2510 - Fire Administration	\$213,137	\$83,272
Fire Capt/Paramedic	2510 - Fire Administration	\$212,312	\$79,610
Fire Eng/Paramedic	2510 - Fire Administration	\$211,604	\$73,126
City Manager	1020 - City Manager	\$209,634	\$81,704
Police Chief	2011 - Police Administration	\$206,042	\$81,316
Fire Eng/Paramedic	2510 - Fire Administration	\$200,987	\$73,212
Fire Capt/Paramedic	2510 - Fire Administration	\$196,269	\$79,610
Fire Captain	2510 - Fire Administration	\$190,800	\$74,740
Fire Capt/Paramedic	2510 - Fire Administration	\$187,130	\$79,634
Police Sergeant/Det	2012 - Police Operations	\$187,063	\$77,391
Fire Engineer	2510 - Fire Administration	\$186,519	\$69,228
Fire Chief	2510 - Fire Administration	\$182,606	\$102,990
Fire Eng/Paramedic	2510 - Fire Administration	\$178,233	\$73,872
Police Corporal	2012 - Police Operations	\$175,823	\$49,775
Firefighter	2510 - Fire Administration	\$171,418	\$66,395
FF/Paramed	2510 - Fire Administration	\$170,500	\$70,011
Police Corporal	2012 - Police Operations	\$169,721	\$66,918
FF/Paramed	2510 - Fire Administration	\$168,078	\$45,399
Police Corporal	2012 - Police Operations	\$165,767	\$58,388

20

The information presented is posted as submitted by the reporting entity. The State Controller's Office is not responsible for the accuracy of this information.

Position	Department	Total Wages	Total Retirement & Health Cost
Police Sergeant/Det	2012 - Police Operations	\$187,063	\$77,391
Police Corporal	2012 - Police Operations	\$175,823	\$49,775
Police Corporal	2012 - Police Operations	\$169,721	\$66,918
Police Corporal	2012 - Police Operations	\$165,767	\$58,388
Police Sergeant	2012 - Police Operations	\$164,345	\$71,478
Police Officer	2012 - Police Operations	\$160,465	\$18,513
Police Officer	2012 - Police Operations	\$147,225	\$68,640
Police Lieutenant	2012 - Police Operations	\$144,896	\$85,152
Police Sergeant	2012 - Police Operations	\$142,046	\$72,520
Police Sergeant	2012 - Police Operations	\$140,072	\$77,342
Police Officer	2012 - Police Operations	\$139,640	\$66,696
Police Officer	2012 - Police Operations	\$135,756	\$40,093
Police Sergeant/Motor	2012 - Police Operations	\$132,158	\$79,692
Police Officer	2012 - Police Operations	\$131,283	\$56,178
Police Officer	2012 - Police Operations	\$128,818	\$65,550
Police Officer	2012 - Police Operations	\$128,639	\$45,675
Pol Officer/Det/Motor	2012 - Police Operations	\$128,124	\$69,282
Pol Officer/Det/Motor	2012 - Police Operations	\$123,812	\$67,234
Police Officer	2012 - Police Operations	\$118,787	\$66,789
Pol Officer/Det/Motor	2012 - Police Operations	\$118,171	\$70,085
Police Officer	2012 - Police Operations	\$114,540	\$16,937
Police Officer	2012 - Police Operations	\$113,657	\$24,148
Police Officer	2012 - Police Operations	\$103,012	\$24,365
Police Officer	2012 - Police Operations	\$96,415	\$48,031
Police Officer	2012 - Police Operations	\$91,404	\$62,945

El Errite
2014 Actuals

2

*Report on
Contra Costa
Sheriff's Office*

November 9, 2015, NBC News report:

The Contra Costa County Sheriff says too many of his deputies are leaving for other opportunities. Elyce Kirchner reports. (Published Monday, Nov. 9, 2015) The Contra Costa County Sheriff says too many of his deputies are leaving for other opportunities.

Sheriff David Livingston tells NBC Bay Area he's never seen it this bad. Due to staffing issues, the department might have to scale back on its investigative unit, which would mean only violent crimes would be investigated, not misdemeanors. Livingston says, in some cases, emergency response times have increased by almost two minutes.

"The reality is we need officers," he said. "We need deputies that can respond to those calls for service."

But fewer recruits are entering the department. Livingston says the number of applicants has decreased by 40 percent since 2013, and at the same time, a record number of sheriff's deputies have left.

"We've lost about 110 deputies in the last five years," Livingston said. "We've lost over 60 deputies this year alone...seven just in October as well." Livingston says those deputies are "going primarily to other agencies in the Bay Area that pay more."

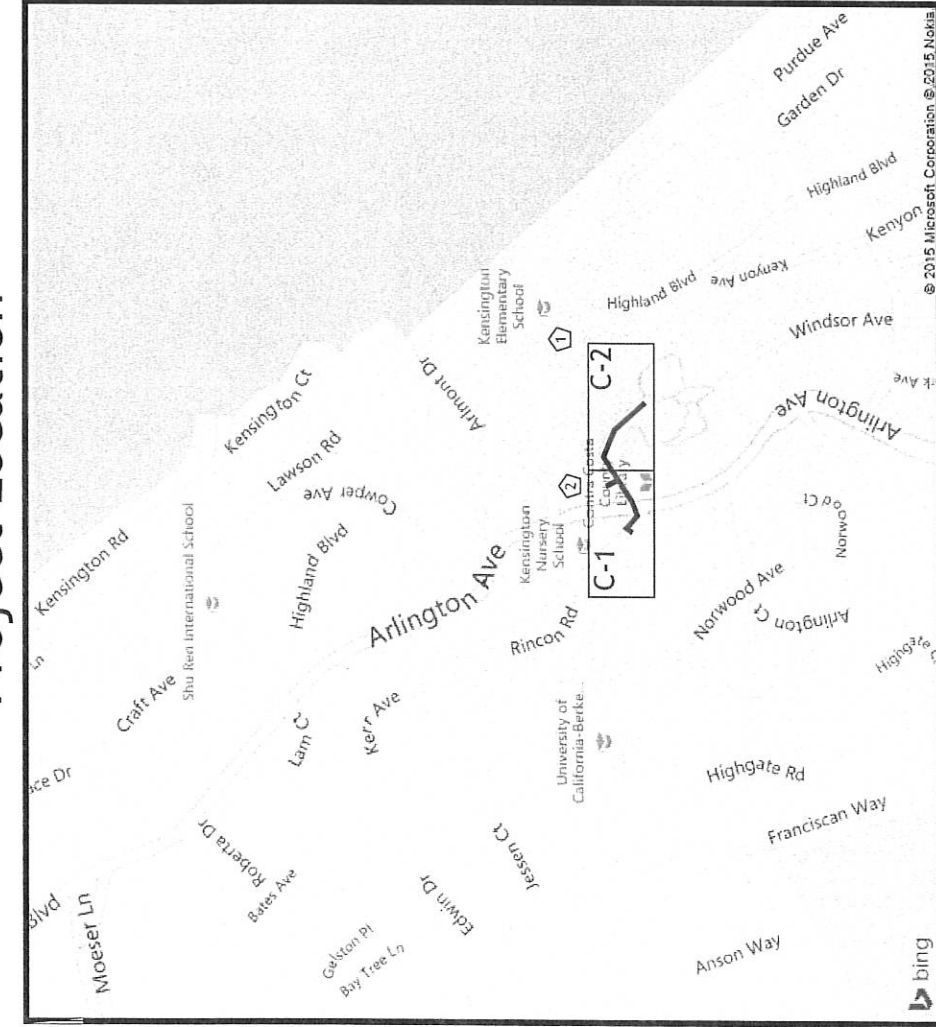
According to a new report produced by the department, deputy sheriffs are going to other agencies like BART, Richmond or Antioch, to name a few. In addition to slowed response times, the department has already had to cut marine patrols and scale back on regular patrols in areas like Walnut Creek and Concord. Livingston says he even has to consider scaling back on investigations.

"There are a lot of the lower level cases that our community expects and expects our office to deliver professional service, but when have so many people leaving...something has to give," he said.

The Sheriff plans to presents his findings to the board of supervisors on Tuesday to hopefully come up with a new contract that will allow his department to pay its deputy more. They currently receive 15 percent below other agencies.

Jurisdiction:
 Contra Costa County
 K.P.P.C.S.D.

Project Location



Contra Costa County

MATERIALS REQUIRED			
ITEM'S	UNITS	ESTIMATED QUANTITY	ACTUAL QUANTITY
CABLE 96CT (ARMORED FIBER)	FT.	203±	
SLACK CABLE 96CT	FT.	50±	
17"x18"x30" NH (QUARTZ)	EA	1	
(1) 2.00" HDPE CONDUIT	FT.	203±	
SCH80 U GUARD RISER	FT.	1	
TRENCH	EA	10±	
BONE	FT.	193±	

K.P.P.C.S.D.

MATERIALS REQUIRED			
ITEM'S	UNITS	ESTIMATED QUANTITY	ACTUAL QUANTITY
CABLE 96CT (ARMORED FIBER)	FT.	472±	
SLACK CABLE 96CT	FT.	100±	
17"x18"x30" NH (QUARTZ)	EA	2	
(1) 2.00" HDPE CONDUIT	FT.	472±	
SCH80 U GUARD RISER	FT.	1	
TRENCH	EA	0±	
BONE	FT.	472±	

School

MATERIALS REQUIRED			
ITEM'S	UNITS	ESTIMATED QUANTITY	ACTUAL QUANTITY
CABLE 96CT (ARMORED FIBER)	FT.	389±	
SLACK CABLE 96CT	FT.	0±	
17"x18"x30" NH (QUARTZ)	EA	0	
(1) 2.00" HDPE CONDUIT	FT.	389±	
SCH80 U GUARD RISER	FT.	0	
TRENCH	EA	0±	
BONE	FT.	389±	

INFORMATION ON THESE DOCUMENTS IS PROPRIETARY AND SHALL NOT BE USED, COPIED, RE-PRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT CONSENT.



CONTRERA
 WEST CONTRA COSTA SCHOOL DISTRICT
 SEGMENT 2A (CAMERON HUB SITE)
 CONTRA COSTA COUNTY

NEW CONDUIT BUILD

CONTACTS:
 CONTRERA
 BRAD BOWMAN
 2101 Rockwood Rd.
 Suite 100
 Fremont, CA 94538
 (925) 734-1431

SAGEBRUSH CABLE ENGINEERING
 AMIE CATRON
 415 BARKER CT.
 Brentwood, Ca. 94513
 (925) 222-7017

DRAWING INDEX

- T-1 TITLE SHEET
- G-1 GENERAL NOTES
- C-1 & C-2 GENERAL LAYOUT
- CD-1 CONSTRUCTION DETAILS
- CD-2 CONSTRUCTION DETAILS
- TC-1 SYMBOLS & LEGEND
- TC-2 TYPICAL SHOULDER CLOSURE
- TC-3 TYPICAL LANE CLOSURE
- TC-4 TYPICAL SIDEWALK CLOSURE
- TC-5 TYPICAL INTERSECTION CLOSURE
- TC-6 TYPICAL SIDEWALK CLOSURE

1 KENSINGTON ELEM.

2 K.P.P.C.S.D.

T-1

SHEET #:

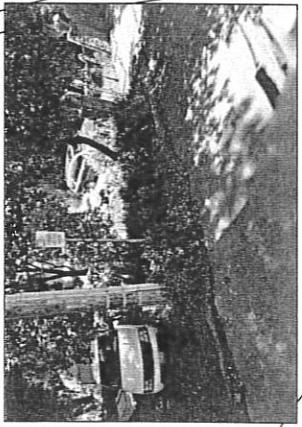
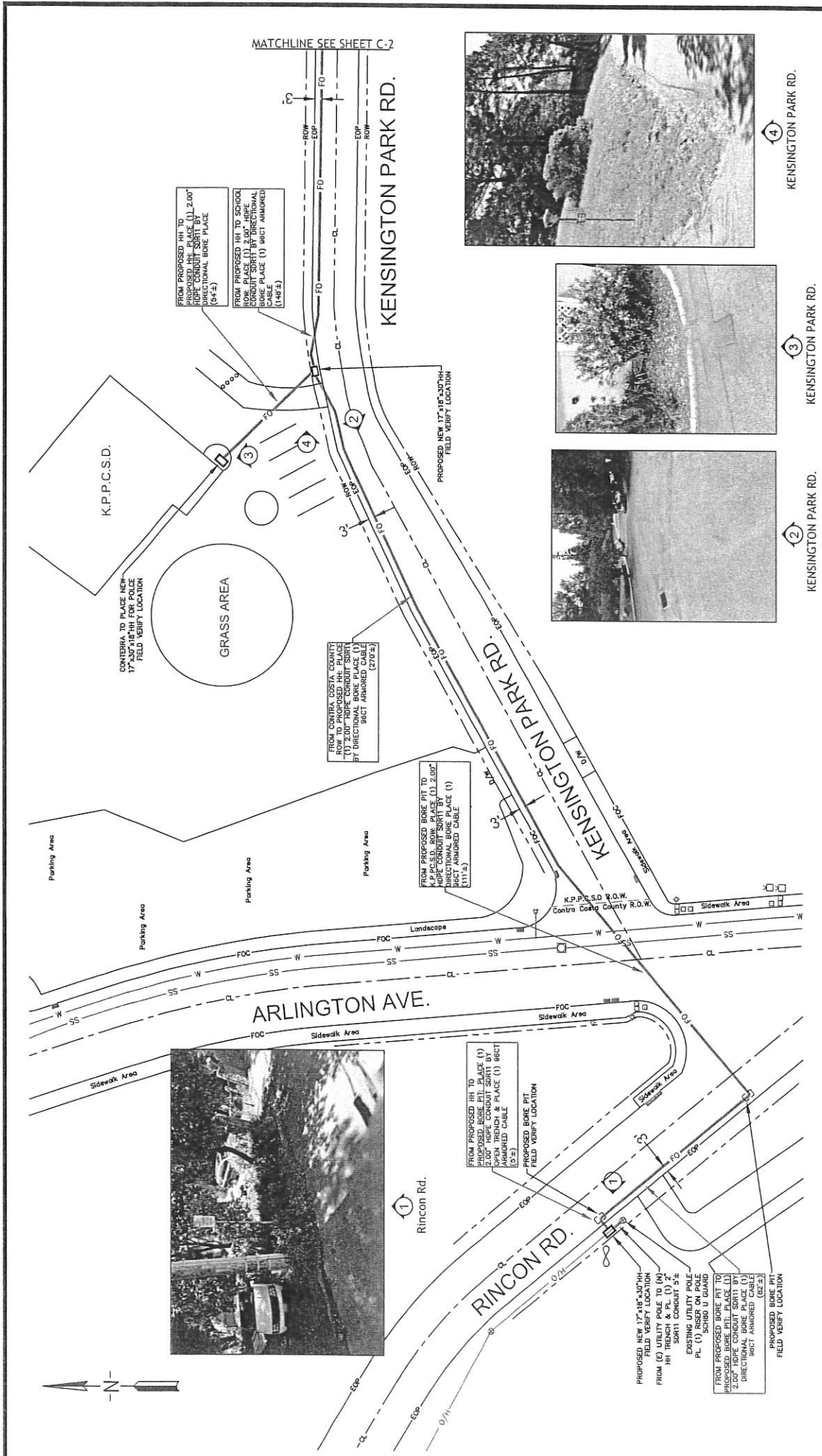
CONTRERA
 WEST CONTRA COSTA SCHOOL DISTRICT
 SEGMENT 2A (CAMERON SEGMENT)

SAGEBRUSH CABLE ENGINEERING
 1418 ROSEMEAD CT.
 MODESTO CA. 95350
 CALIF. LICENSE #738419

PROPOSED NEW CONDUIT BUILD

K.P.P.C.S.D.

23



SHEET #:

C-1

SCALE: 1" = 40'

CONTERRA
WEST CONTRA COSTA SCHOOL DISTRICT
SEGMENT 2A (CAMERON SEGMENT)

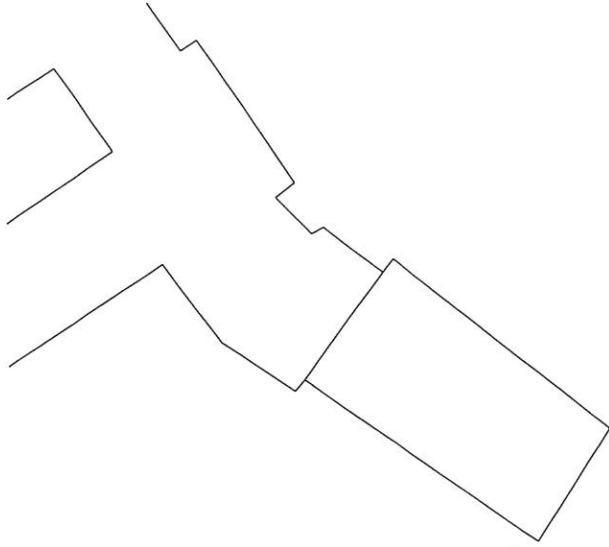
NO.	DATE	BY	DESCRIPTION
1	2/20/15	JMK	ISSUE FOR PERMITTING
2	2/20/15	JMK	REVISED PERMITTING LINE, ADDED MISSING LINE, NO POLICE STATION IN IRL
3	3/2/15	JMK	REVISED, ADDED 3' MATERIAL LIST, SEPARATED DIRECTIONS
4	2/18/15	JMK	REVISED, ADDED NOTE ON E-1

SAGEBRUSH CABLE ENGINEERING
1415 ROSEHEAD CT.
MODESTO, CA. 95350
CALIF. LICENSE #928419

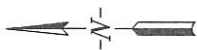
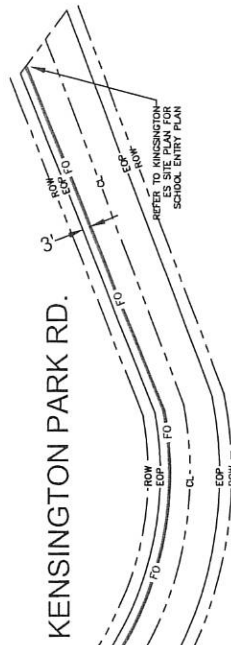


CONTERRA
UTILITY ROADBARR, LLC

25



KENSINGTON ELEM.
90 HIGHLAND BLVD
KENSINGTON, CA



FROM PROPOSED HIT TO SCHOOL
ROW PLACE (1) 200' JOICE
CABLE (1) 180' JOICE
CABLE (1) 180' JOICE
CABLE (1) 180' JOICE
(1+8'±)

WITHIN SCHOOL ROW PLACE (1)
ROW PLACE (1) 200' JOICE
CABLE (1) 180' JOICE
CABLE (1) 180' JOICE
(1+8'±)

MATCHLINE SEE SHEET C-1



SAGEBRUSH CABLE ENGINEERING
1416 ROSEHEAD CT.
MODESTO CA, 95350
CALIF. LICENSE #928419

NO.	DATE	BY	DESCRIPTION
1	7/20/15	SM	ISSUE FOR PERMITS
2	7/24/15	SM	REVISED PERMITS
3	7/24/15	SM	REVISED PERMITS
4	7/24/15	SM	REVISED PERMITS

CONTRERA
WEST CONTRA COSTA SCHOOL DISTRICT
SEGMENT 2A (CAMERON SEGMENT)

DATE: 7-20-15
SCALE: 1" = 40'

SHEET #:
C-2

26

To: Board of Directors, Kensington Police, Protection & Community Services District

Linda Lipscomb 3/9/10
From: Linda Lipscomb

Cc: General Manager and Chief of Police Kevin Hart

I wish to thank the members of the negotiating committee of the Board, and the representatives of the police union for reaching an accord in the proposed contract between the District and our sworn police force. This has been a long time in the making, and I, as well as many other Kensington residents, am both happy and relieved that finally our officers, upon whom we depend for so many aspects of our daily life, will have a contract.

I have reviewed the monetary items in the contract, and believe that this is a terrific deal for Kensington taxpayers, as you have achieved a balance between our limited budget based upon the tax structure as it currently configured, and the needs of officers to make a comparable wage. I especially wish to thank the officers for their patience in having this contract presented so long after I and many feel it should have been concluded.

In the first year, the average base costs of the new contract for officer's salaries are some 26% less than the average of our four surrounding cities of Albany, El Cerrito, Berkeley, and Richmond. In the second year of the contract, the average of officer's salaries is almost 24% less than the average base salaries in the same surrounding cities. The same is true for Sergeant's salaries. The new contract you have negotiated represents a savings of 23% less than surrounding cities in the first year, and over 20% less in the second year.

To those who think that contracting out to El Cerrito may be a good idea, I note that the proposed salaries in the Kensington contract are some 21.54% LOWER than El Cerrito's base salaries in first year, and 19.2% less under the second year of the proposed contract.

In addition, my review of published information of nearby cities indicated that raises for sworn employees ranging from 2% in Berkeley, to 4.5% in Albany are scheduled for those forces.

I also want to congratulate you for changing the structure of the MOU to include employee participation in both medical and pension contributions. This reflects a sea change in labor relations throughout our state, and you are to be congratulated for implementing it.

I urge your strongly to direct General Manager and Police Chief Hart to enter into the contract with our officers. You owe it to the community to stabilize our primary workforce by voting yes on this contract proposal. Thank you very much for your hard work.



RESOLUTION # 2016-8 EXHIBIT A

CITY OF ALBANY
SALARY SCHEDULE

Presented to the City Council For Confirmation January 19, 2016

Albany Ip.

UNIT	MEMO:	CLASSIFICATION	Pay Basis	Effective	STEPS WITHIN RANGE						
					1	2	3	4	5	6	7
AFFA	Kensing	President and Board Members	Monthly	01-04-2016	\$8,627	\$9,058	\$9,511	\$9,987	\$10,486	\$11,010	\$11,561
AFFA	March 5	Fire Chief	Monthly	01-04-2016	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511	\$9,987	\$10,486
AFFA		Fire Lieutenant	Monthly	01-04-2016	\$7,097	\$7,452	\$7,825	\$8,216	\$8,627	\$9,058	\$9,511
AFFA		Fire Engineer	Monthly	01-04-2016	\$6,437	\$6,759	\$7,097	\$7,452	\$7,825	\$8,216	\$8,627
AFFA		Fire Captain w/ Longevity Pay*	Monthly	01-04-2016	\$9,578	\$10,009	\$10,462	\$10,938	\$11,437	\$11,961	\$12,512
AFFA		Fire Lieutenant w/ Longevity Pay*	Monthly	01-04-2016	\$8,776	\$9,167	\$9,578	\$10,009	\$10,462	\$10,938	\$11,437
AFFA		Fire Engineer w/ Longevity Pay*	Monthly	01-04-2016	\$8,048	\$8,403	\$8,776	\$9,167	\$9,578	\$10,009	\$10,462
AFFA		Fire Fighter w/ Longevity Pay*	Monthly	01-04-2016	\$7,388	\$7,710	\$8,048	\$8,403	\$8,776	\$9,167	\$9,578

* Longevity Pay for 25th-33rd year of service

APOA	121,368	Police Lieutenant	Monthly	11-09-2015	\$10,114	\$10,620	\$11,151	\$11,709	\$12,294	\$12,663	\$13,043
APOA	124,246	Police Sergeant	Monthly	11-09-2015	\$8,020	\$8,421	\$8,842	\$9,284	\$9,748	\$10,040	\$10,341
APOA	81,516	Police Officer	Monthly	11-09-2015	\$6,793	\$7,133	\$7,490	\$7,865	\$8,258	\$8,506	\$8,761
APOA		Communications Clerk	Monthly	11-09-2015	\$5,054	\$5,307	\$5,572	\$5,851	\$6,144	\$6,328	\$6,518
APOA		Police Services Technician II	Monthly	11-09-2015	\$4,554	\$4,782	\$5,021	\$5,272	\$5,536	\$5,702	\$5,873
APOA		Police Services Technician I	Monthly	11-09-2015	\$4,104	\$4,309	\$4,524	\$4,750	\$4,988	\$5,138	\$5,292
APOA		Police Lieutenant w/ Longevity Pay*	Monthly	11-09-2015	\$11,042	\$11,548	\$12,079	\$12,637	\$13,222	\$13,591	\$13,971
APOA		Police Sergeant w/ Longevity Pay*	Monthly	11-09-2015	\$8,948	\$9,349	\$9,770	\$10,212	\$10,676	\$10,968	\$11,269
APOA		Police Officer w/ Longevity Pay*	Monthly	11-09-2015	\$7,721	\$8,061	\$8,418	\$8,793	\$9,186	\$9,434	\$9,689
APOA		Communications Clerk w/ Longevity Pay*	Monthly	11-09-2015	\$5,982	\$6,235	\$6,500	\$6,779	\$7,072	\$7,256	\$7,446
APOA		Police Services Technician II w/ Longevity Pay*	Monthly	11-09-2015	\$5,482	\$5,710	\$5,949	\$6,200	\$6,464	\$6,630	\$6,801
APOA		Police Services Technician I w/ Longevity Pay*	Monthly	11-09-2015	\$5,032	\$5,237	\$5,452	\$5,678	\$5,916	\$6,066	\$6,220

* Longevity Pay for 25th-33rd year of service

SEIU		Accounting Technician III	Monthly	06-08-2015	\$4,109	\$4,314	\$4,530	\$4,757	\$4,995		
SEIU		Accounting Technician II	Monthly	06-08-2015	\$3,727	\$3,913	\$4,109	\$4,314	\$4,530		
SEIU		Accounting Technician I	Monthly	06-08-2015	\$3,381	\$3,550	\$3,727	\$3,913	\$4,109		
SEIU		Administrative Secretary	Monthly	06-08-2015	\$4,109	\$4,314	\$4,530	\$4,757	\$4,995		
SEIU		Building Inspector II	Monthly	06-08-2015	\$5,220	\$5,481	\$5,755	\$6,043	\$6,345		
SEIU		Building Inspector I	Monthly	06-08-2015	\$4,734	\$4,971	\$5,220	\$5,481	\$5,755		
SEIU		Civilian Clerk Typist II	Monthly	06-08-2015	\$2,490	\$2,615	\$2,746	\$2,883	\$3,027		
SEIU		Civilian Clerk Typist I	Monthly	06-08-2015	\$2,258	\$2,371	\$2,490	\$2,615	\$2,746		
SEIU		Community Development Assistant	Monthly	06-08-2015	\$4,734	\$4,971	\$5,220	\$5,481	\$5,755		
SEIU		Community Development Technician	Monthly	06-08-2015	\$4,260	\$4,473	\$4,697	\$4,932	\$5,179		
SEIU		Lead Maintenance Worker	Monthly	06-08-2015	\$3,940	\$4,137	\$4,344	\$4,561	\$4,789		
SEIU		Maintenance Worker II	Monthly	06-08-2015	\$3,681	\$3,865	\$4,058	\$4,261	\$4,474		
SEIU		Maintenance Worker I	Monthly	06-08-2015	\$3,374	\$3,543	\$3,720	\$3,906	\$4,101		
SEIU		Office Assistant II	Monthly	06-08-2015	\$3,062	\$3,215	\$3,376	\$3,545	\$3,722		
SEIU		Office Assistant I	Monthly	06-08-2015	\$2,777	\$2,916	\$3,062	\$3,215	\$3,376		
SEIU		Recreation Coordinator II	Monthly	06-08-2015	\$3,480	\$3,654	\$3,837	\$4,029	\$4,230		
SEIU		Recreation Coordinator I	Monthly	06-08-2015	\$2,957	\$3,105	\$3,260	\$3,423	\$3,594		
Limited SEIU (Hourly)		Crossing Guard	Hourly	06-08-2015	\$12.34	\$12.96	\$13.61	\$14.29	\$15.00		

Unrep Public Safety Mgt	Police Chief	143,604	Monthly	07-06-2015	\$11,967	\$12,565	\$13,193	\$13,852	\$14,545	174,540 annual	
Unrep Public Safety Mgt	Fire Chief		Monthly	07-06-2015	\$11,967	\$12,565	\$13,193	\$13,852	\$14,545		
Unrep Public Safety Mgt	Police Chief w/ Longevity Pay*		Monthly	07-06-2015	\$12,895	\$13,493	\$14,121	\$14,780	\$15,473		
Unrep Public Safety Mgt	Fire Chief w/ Longevity Pay*		Monthly	07-06-2015	\$12,895	\$13,493	\$14,121	\$14,780	\$15,473		

* Longevity Pay for 25th-33rd year of service

Unrepresented Hourly	Program Leader III		Hourly	06-24-2013	\$14.36	\$15.08	\$15.83	\$16.62	\$17.45		
Unrepresented Hourly	Program Leader II		Hourly	06-24-2013	\$12.41	\$13.03	\$13.68	\$14.36	\$15.08		
Unrepresented Hourly	Program Leader I		Hourly	06-24-2013	\$10.72	\$11.26	\$11.82	\$12.41	\$13.03		
Unrepresented Hourly	Program Assistant		Hourly	01-01-2016	\$10.26	\$10.77	\$11.31	\$11.88	\$12.47		
Unrepresented Hourly	Program Aide		Hourly	01-01-2016	\$10.00	\$10.50	\$11.03	\$11.58	\$12.16		
Unrepresented Hourly	Crossing Guard - Substitute		Hourly	06-08-2015	\$12.34	\$12.96	\$13.61	\$14.29	\$15.00		
Unrepresented Hourly	Part-Time, On-Call Police Clerk Typist		Hourly	06-23-2014	\$12.65	\$13.28	\$13.94	\$14.64	\$15.37		
Unrepresented Hourly	Parking Enforcement & Traf Cont Technician		Hourly	11-18-2013	\$15.08	\$15.83	\$16.62	\$17.45	\$18.32		
Unrepresented Hourly	On-Call Communications Clerk		Hourly	08-21-2013	\$26.94	\$28.29	\$29.70	\$31.19	\$32.75		
Unrepresented Hourly	Police Administrative Specialist		Hourly	12-03-2012	\$31.76	\$33.35	\$35.02	\$36.77	\$38.61		
Unrepresented Hourly	Fire Inspector		Hourly	11-18-2013	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47		
Unrepresented Hourly	Library Board Liaison		Hourly	08-21-2013	\$37.03	\$38.88	\$40.82	\$42.86	\$45.00		
Unrepresented Hourly	Intern		Hourly	06-24-2013	\$12.41	\$13.03	\$13.68	\$14.36	\$15.08		

ELECTED	Council Member		Monthly	12-15-2010					\$300		
ELECTED	City Treasurer		Monthly	07-06-2015					\$3,170		

Longevity Pay is based on 10% of Step 7 Fire Engineer

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CITY OF EL CERRITO
 MONTHLY SALARY GRADES
 EFFECTIVE DECEMBER 15, 2015

CITY MANAGER - 3% EFFECTIVE 7/05/15

JOB CODE	JOB CLASS	FLAT RATE
980	CITY MANAGER	16,557

-198,684 annual city manager

MANAGEMENT - EFFECTIVE 11/17/15

JOB CODE	JOB CLASS	BOTTOM ₁	CONTROL PT ₂	TOP ₃
935	ASSISTANT CITY MANAGER	12,342	15,427	19,284
948	PUBLIC WORKS DIRECTOR/CITY ENGINEER	10,889	13,611	17,014
950	COMMUNITY DEVELOPMENT DIRECTOR	10,772	13,465	16,831
924	FINANCE DIRECTOR/CITY TREASURER	10,757	13,446	16,808
949	RECREATION DIRECTOR	10,676	13,345	16,661
551	CITY CLERK	10,218	12,772	15,965
910	INFORMATION SYSTEMS MANAGER	9,731	12,164	15,205
921	HUMAN RESOURCES MANAGER	9,731	12,164	15,205
928	SENIOR ENGINEER (with PE Reg)	9,115	11,394	14,243
926	BUILDING OFFICIAL	8,702	10,877	13,596
914	SENIOR ENGINEER	8,682	10,852	13,565
915	DEVELOPMENT SERVICES MANAGER	9,137	11,421	14,276
916	ENVIRONMENTAL SERVICES MANAGER	7,780	9,725	12,156
900	SENIOR PROGRAM MANAGER	7,115	8,894	11,118
905	SENIOR HUMAN RESOURCES ANALYST	7,115	8,894	11,118
912	ASSOCIATE ENGINEER	7,000	8,750	10,938
690	ACCOUNTING SUPERVISOR	6,898	8,623	10,779
545	ASSISTANT TO THE CITY MANAGER	6,844	8,555	10,694
905	SENIOR PLANNER	6,662	8,327	10,409
550	MAINTENANCE SERVICES SUPERINTENDENT	6,406	8,008	10,010
650	RECREATION SUPERVISOR	6,406	8,008	10,010
549	PROGRAM MANAGER	6,406	8,008	10,010
548	ADMINISTRATIVE ANALYST III	6,406	8,008	10,010
547	ADMINISTRATIVE ANALYST II	5,824	7,280	9,100
682	RECYCLING OPERATIONS SUPERVISOR	5,790	7,237	9,046
546	ADMINISTRATIVE ANALYST I	5,294	6,618	8,273

Richmond 1p.

Officer
Annual

99,576 - 117,864

Sergeant
Annual

118,488 - 136,860

City of Richmond RPOA Effective Jul 1, 2015 3% Increase		Step 1	Step 2	Step 3	Step 4
Job Class Title	Range				
Police Officer Trainee	299 Base	4,000			
Police Officer	300 Base	8,298	8,677	9,131	9,572
5 Yrs	2% Longevity	8,464	8,851	9,314	9,763
10 Yrs	4% Longevity	8,630	9,025	9,496	9,955
15 Yrs	7% Longevity	8,879	9,285	9,770	10,242
25 Yrs	9% Longevity	9,045	9,458	9,953	10,433
Police Officer w/ 2.5% Inc	Base + 2.5%	8,506	8,894	9,359	9,811
5 Yrs	2% Longevity	8,676	9,072	9,546	10,007
10 Yrs	4% Longevity	8,846	9,250	9,734	10,204
15 Yrs	7% Longevity	9,101	9,517	10,014	10,498
25 Yrs	9% Longevity	9,271	9,695	10,202	10,694
Police Officer w/ 5% Inc	Base + 5%	8,713	9,111	9,588	10,050
5 Yrs	2% Longevity	8,887	9,294	9,779	10,251
10 Yrs	4% Longevity	9,062	9,476	9,971	10,452
15 Yrs	7% Longevity	9,323	9,749	10,259	10,754
25 Yrs	9% Longevity	9,497	9,931	10,450	10,955
Police Officer w/ 7.5% Inc	Base + 7.5%	8,920	9,328	9,816	10,290
5 Yrs	2% Longevity	9,099	9,515	10,012	10,496
10 Yrs	4% Longevity	9,277	9,701	10,208	10,701
15 Yrs	7% Longevity	9,545	9,981	10,503	11,010
25 Yrs	9% Longevity	9,723	10,168	10,699	11,216
Police Sergeant	304 Base	9,874	10,338	10,871	11,405
5 Yrs	2% Longevity	10,071	10,544	11,088	11,633
10 Yrs	4% Longevity	10,269	10,751	11,305	11,861
15 Yrs	7% Longevity	10,565	11,061	11,632	12,203
25 Yrs	9% Longevity	10,763	11,268	11,849	12,432
Police Sergeant w/ 2.5% Inc	Base 2.5%	10,121	10,596	11,142	11,690
5 Yrs	2% Longevity	10,323	10,808	11,365	11,924
10 Yrs	4% Longevity	10,526	11,020	11,588	12,158
15 Yrs	7% Longevity	10,829	11,338	11,922	12,509
25 Yrs	9% Longevity	11,032	11,550	12,145	12,742
Police Sergeant w/ 5% Inc	Base + 5%	10,368	10,855	11,414	11,975

Salary List
(sorted by JOB CODE)

Berkeley 1 p.

JOB CODE	REP UNIT	CLASSIFICATION TITLE	PAID PER?	SALARY STEP A	SALARY STEP B	SALARY STEP C	SALARY STEP D	SALARY STEP E	EFFECTIVE DATE	NOTES / % INCREASE
66170	D	Animal Services Assistant	Month	--	--	\$4,459	\$4,576	\$4,709	2015-Dec-20	1% + .5%
67010	D	Senior Landscape Gardener	Month	--	--	\$5,508	\$5,673	\$5,855	2015-Dec-20	1% + .5%
67020	D	Forestry Climber Trainee	Month	--	--	\$4,442	\$4,628	\$4,815	2015-Dec-20	1% + .5%
67030	D	Landscape Gardener	Month	--	--	\$5,165	\$5,309	\$5,482	2015-Dec-20	1% + .5%
67040	D	Landscape Gardener Trainee	Month	--	--	\$4,356	\$4,475	\$4,600	2015-Dec-20	1% + .5%
67050	D	Groundskeeper	Month	--	--	\$4,459	\$4,576	\$4,709	2015-Dec-20	1% + .5%
67080	D	Landscape Gardener Supervisor	Month	--	--	\$6,560	\$6,755	\$6,947	2015-Dec-20	1% + .5%
67100	D	Senior Groundskeeper	Month	--	--	\$4,869	\$5,010	\$5,174	2015-Dec-20	1% + .5%
71030	D	Parking Enforcement Supervisor	Month	--	\$5,372	\$5,642	\$5,924	\$6,220	2015-Dec-20	1% + .5%
71080	X1	Reserve Police Officer, Level I	Hour	\$11.39	--	--	--	\$30.09	2015-Dec-20	1% + .5%
71090	X1	Reserve Police Officer, Level II	Hour	\$11.39	--	--	--	\$22.90	2015-Dec-20	1% + .5%
71140	Z2	Police Officer Recruit	Month	--	--	--	--	\$6,143	2015-Dec-20	1% + .5%
71170	X1	Police Aide	Hour	\$16.00	\$17.00	\$19.00	\$22.00	\$25.00	2015-Dec-20	1% + .5%
71240	D	Parking Enforcement Officer	Month	--	--	\$4,921	\$5,062	\$5,207	2015-Dec-20	1% + .5%
71310	D	Marina Assistant	Month	--	--	\$4,829	\$4,965	\$5,120	2015-Dec-20	1% + .5%
71320	D	Senior Marina Assistant	Month	--	--	\$4,915	\$5,057	\$5,220	2015-Dec-20	1% + .5%
72020	J	Senior Crime Scene Technician	Month	--	--	\$6,395	\$6,644	\$6,902	2015-Dec-20	1% + .5%
72220	J	Supervising Public Safety Dispatcher	Month	--	--	\$7,504	\$7,816	\$8,142	2015-Dec-20	1% + .5%
72230	J	Public Safety Dispatcher II	Month	--	--	\$6,541	\$6,814	\$7,098	2015-Dec-20	1% + .5%
72240	J	Public Safety Dispatcher I	Month	--	--	\$4,715	\$4,946	\$5,154	2015-Dec-20	1% + .5%
72320	J	Community Service Officer Supervisor	Month	\$5,728	\$5,956	\$6,195	\$6,470	\$6,762	2015-Dec-20	1% + .5%
72330	J	Community Service Officer	Month	\$5,110	\$5,314	\$5,527	\$5,735	\$5,953	2015-Dec-20	1% + .5%
75070	L	Fire Prevention Inspector	Month	\$6,181	\$6,448	\$6,741	\$7,026	\$7,334	2011-Dec-25	2.00%
81110	B	Paramedic Supervisor I	Month	--	\$9,979	\$10,307	\$10,650	\$10,999	2015-Oct-11	2.00%
81400	F	Police Officer (Steps A-E)	Month	\$7,736	\$8,096	\$8,473	\$8,747	\$9,030	2011-Apr-03	2.00%
81400	F	Police Officer (Steps F-G)	Month	\$9,326	\$9,628	--	--	--	2011-Apr-03	2.00%
81420	F	Police Sergeant	Month	\$9,753	\$10,074	\$10,404	\$10,748	\$11,104	2011-Apr-03	2.00%
81470	F	Police Lieutenant	Month	\$11,697	\$12,083	\$12,485	\$12,895	\$13,328	2011-Apr-03	2.00%
81480	E	Police Captain	Month	\$13,401	\$13,849	\$14,307	\$14,787	\$15,279	2011-Apr-03	2.00%

*Annual 92,832 --
115,536
Annual 117,036 -- 133,248*

CCC Sheriff's Department Articles 11/11/15

Contra Costa County sheriff's officials sounded the alarm Tuesday at a Board of Supervisors meeting, warning that deputy recruits are ditching the county at a rapid pace. The county's supervisors heard from a working group organized to identify issues with recruitment and retention of sheriff's deputies.

The group presented findings from a study that began in May. Sheriff-Coroner David Livingston said the group uncovered a "very serious" situation, in which the Contra Costa County Sheriff's Office was losing deputies not long after they complete an expensive training process.

He said about a third of recruits hired since May 2010 have left for other agencies, most within a year or two. Even since beginning the study in May, another 29 deputies have left, Livingston said.

Livingston said the deputies are often pursuing higher paying work at agencies such as BART, or city police departments such as Richmond and Antioch. Livingston gave an anecdote about a former deputy whose father was a longtime Richmond police officer. He left the sheriff's office in less than a year to pursue a career in Richmond, Livingston said.

... He pointed to data showing that applications have decreased 40 percent since the peak in 2012. Only about half of applicants show up to take the written exam, he added. Supervisors also examined whether the obligation that deputies serve 18 months as a custody officer was proving to be a deterrent, but Livingston said exit interviews haven't suggested that's the case.

Ultimately, it was agreed upon that the problem of deputy retention is primarily a result of less pay and benefits compared to other agencies.

"In the end, we just need to figure out a way to offer a better compensation package," Mitchoff said.

In comparison to agencies that hire most of the deputies, the county offers nearly 25 percent less net pay, according to data presented at the meeting.

Supervisor Federal Glover said the county has to explore ways of increasing compensation for deputies in a way that's sustainable.

"If you look across the state, other county agencies are having this same problem," Glover said.

The supervisors noted that labor contract negotiations with the sheriff's office are approaching in July of next year.

Sgt. Shawn Welch, president of the Contra Costa County Deputy Sheriffs Association, said he's hoping to see some results come from those negotiations.

"I was sitting in our office, going through old negotiation documents -- they were all talking about how take-home pay was too low and that it's affecting recruitment and retention," Welch said. Those documents stretched back a decade, he said, so what the supervisors heard today "shouldn't be a surprise."

--Bay City News Service, photo courtesy of CCTV November 11, 2015

Gail Feldman

Kensington Property Owners Association President's Statement re: MOU

March 10, 2016

First, I would like to acknowledge and express appreciation to both the Board and the POA for listening to many members of the community, by going back to the table to try and structure an agreement that the District can afford. With that said, we advise caution with approving the MOU until it can be demonstrated that Kensington can afford these additional personnel costs into the future. Additionally, the Board and the community needs to understand the tradeoffs and long term liabilities. What are the other District expenses that cannot be supported in the budget if new costs for police are approved? The community needs to have an opportunity to review this in the context of supporting their values.

The MOU includes an initial step, albeit a symbolic one, to address the long overdue need for employee pick up of pension and health care expense, however it is not enough; property owners are still picking up over 90% of the cost. Public employees in other jurisdictions and agencies have long been contributing to their pensions and health care costs, and Kensington has been quite behind in addressing cost sharing with our officers and retired officers. As representatives of property owners with a deep stake in the financial health and viability of our District, we feel the District simply has to take this more seriously. We need a spotlight on our long term liabilities for personnel benefits, and a coherent long term strategy, rather than lurching from crisis to crisis or MOU to MOU with a reliance on optimistic short-term projections. We cannot assume ad valorem taxes will keep going up at current rates and we are already supporting two special tax assessments to support police services. We need cost containment and it needs to begin now.

Thank you for considering our comments.

03

Andrew Gutierrez

2. Intimidation for speaking critical of Police Department.

Facts: In connection with this claim, I reached out to everyone listed in the article, and reviewed computer records and past investigations. Based on this examination, I have found no evidence of any intimidation by members of the police force in connection with the situations addressed in the article. In fact, I have only found one complaint for intimidation that was lodged against officers and a formal investigation was completed. The article mentioned Andrew Gutierrez filed a formal complaint. That is correct. Two Kensington Police members were on routine patrol, one a Field Training Officer and one was a trainee. They observed a vehicle traveling with a taillight out on Arlington. They subsequently pulled behind the vehicle, and accessed the California Law Enforcement telecommunication System (CLETS) to check registration/ownership status before conducting a traffic stop. While they waited for the computer to return the data, the vehicle pulled to the shoulder and stopped. Corporal Stegman and Officer Wilkens passed by the vehicle and pulled to the shoulder as well. The vehicle and ownership came back to a Kensington resident and CPL Stegman recognized the name. Stegman decided to not conduct a traffic stop at this time and left the area. Based on my review of the facts, this matter was handled appropriately.

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Kensington Police Department

217 ARLINGTON AVENUE / KENSINGTON, CALIFORNIA 94707
TEL: 510-526-4141 FAX: 510-526-1028

Gregory E. Harnman
Chief of Police

CITIZEN'S COMPLAINT FORM

0113-002
(Complaint Number)

Person Filing Complaint:

Gutierrez Andrew Paul 1/25/40
(Last) (First) (MI) (Date of Birth)

37 Arlington Kensington CA 94707 524-1783
(Address) (State) (Zip) - 1035 (Telephone)

Kensington 7:15 - 7:25 PM 3/19/2013
(Location of Occurrence) (Date/ Time of Occurrence)

IMPORTANT! READ AND SIGN THE FOLLOWING INFORMATION

It is the intent of the Kensington Police Department to fully investigate allegations of misconduct by its members. Although complaints cannot always be resolved to a citizen's satisfaction, all investigations are conducted objectively, with a goal of maintaining public confidence and departmental integrity. After completion of the investigation, complaints are directed through the chain of command for an impartial review. After final approval, the citizen is provided with a closing written response.

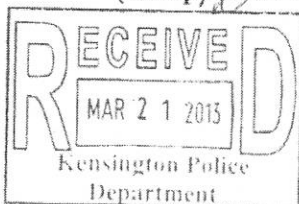
The citizen's complaint process is designed to investigate the allegations of citizens and to make a determination of fact as to any wrongdoing

You have the right to make a complaint against a police officer for any improper police conduct. California law requires this agency to have a procedure to investigate citizen's complaints. You have a right to a written description of this procedure. This agency may find after investigation that there is not enough evidence to warrant action on your complaint. Even if that is the case, you have the right to make the complaint and have it investigated if you believe an officer behaved improperly. Citizen complaints and any reports or findings relating to complaints must be retained by this agency for at least five years.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENT.

(Complainant's Signature)

3/21/2013
(Date)



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Complaint of perceived Kensington Police harassment on 3/19/2013 at 7:15PM (as an attachment to the complaint form)

At about 7:15PM March 19, 2013, I backed out of my driveway at 37 Arlington Ave, Kensington to go to an appointment at Boalt Hall at the University of California at Berkeley. I have roughly 3 seconds to make that decision to back onto the street from my driveway because the traffic coming around the curve often exceeds the posted speed limit (i.e., the time estimate was made by Sargent R. Hull approximately six – eight months ago in the presence of CCC traffic engineer Mr. M. Sen). To minimize exposure to traffic, I head north on the Arlington, and make a left hand turn on Rincon Rd and then head south when going to Berkeley reentering the Arlington near the Kensington library.

Last night, my wife (Marina) and I were driving south on Rincon Rd, while a KP patrol car that I observed near the gate to the Blake Estate was heading north on Rincon Rd. I paused briefly at the Y-intersection formed by Rincon Rd and Kerr, and then proceeded down Rincon Rd. My speed was roughly 20mph. (During days when children are at the nursery school, I slow even further, and come to a complete stop if children are nearby to let them pass. I am a very careful driver.)

After making a full stop, I entered the Arlington at the library flashing light. I saw in the rear view mirror, the KP patrol car speeding on the Arlington toward me, and then began following me as I turned right on Arlington Ct (I made a signal) to go to Norwood Ave. to pick up two associates (Dr. and Mrs. H. Fouda). The patrol car followed closely and parked behind me when I stopped in front of the Fouda residence. A short time later, the patrol car moved past my car, and parked about 50 ft. in front with lights turned off. When my associates came to the car, they asked what the police was doing. I explained what had happened, and we came to the conclusion that it appeared to be harassment, likely due to the fact that I am a known critic of the KP department for its poor enforcement of speeding on the Arlington. There was general agreement that I should report the incident. As I started my car, the patrol car moved away.

I suspect that the officer (I couldn't see who it was) had made a crude attempt at intimidation and was trying to find an excuse to ticket me. My car is a fire engine red 1996 Volvo 960 station wagon – a very distinctive car - that I have driven in the area since 1997.

At about 10:40 AM (3/20/2013), I went to the KP Building, where I was met outside the front door by Officer Ramos who called a detective who provided the complaint form. When asked, Ramos said he did not know who the officer was that could have followed me the previous night. Last, in Kensington, it is difficult to know with whom the complaint should be filed and how it is reviewed, as the General Manager and the Chief of Police are one and the same – a most unsatisfactory situation. I am reporting this incident to document it and because I do not want a repeat of this unprofessional police behavior. There are no acceptable excuses for this.

Andrew Paul Gutierrez
Professor Emeritus

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Kensington Police Department

217 ARLINGTON AVENUE / KENSINGTON, CALIFORNIA 94707
TEL: 510-526-4141 FAX: 510-526-1028

Gregory E. Harman
Chief of Police

October 29, 2013

Mr. Andrew Paul Gutierrez
37 Arlington Avenue
Kensington, CA, 94707

Mr. Gutierrez,

On March 21, 2013, the Kensington Police Department received your Citizen's Complaint Form and attached complaint letter, alleging that an officer driving in their patrol vehicle followed your vehicle closely on March 19th, 2013, at approximately 7:15 PM. in the area of Arlington and Rincon, in an attempt to intimidate you.

Your complaint was assigned to Master Sergeant Hull on March 21, 2013, Citizen's Complaint # 13-002, for investigation. The investigation was completed on October 25, 2013, with the following findings:

On the allegation of violation of:

KPD Policy 340.2.3(k) – Discourteous, disrespectful or discriminatory treatment of any member of the public or any member of this department. The findings of the investigation conclude the officers are **EXONERATED**.

The finding of "exonerated" was based upon the interviews of the subject officers, Corporal Stegman and Officer Wilkens, who provided similar accounts to the incident as was provided by you in your complaint letter. Both officers articulated probable cause existed to proceed with a traffic enforcement stop of your vehicle due to an inoperative rear stop light on the vehicle (CVC 24603(b)) and inoperative rear red light on the vehicle (CVC 24600 (e)).


Both of these violations of the vehicle code would have justified the officer's actions of following your vehicle, stopping behind your vehicle, and pulling in front of the vehicle and stopping again, momentarily waiting for the registered owner's information via their Mobile Data Terminal.

It should be noted that once Corporal Stegman learned that the vehicle was registered to you, and you were the likely driver of the vehicle, he chose not to make an enforcement stop on your vehicle to avoid any type of allegation of harassment being made by you against him and Officer Wilkens because of prior criticisms you have made against the Kensington Police Department.

If you have additional evidence you would like me to consider in this matter, please contact me at your earliest convenience.

I am attaching a copy of your complaint form as required by Penal Code Section 832.7.

Sincerely,



Gregory E. Harman
General Manager/ Chief of Police

Cc: Subject Officers, KPPCSD BOD

37 Arlington Ave. Berkeley, CA 94707-1035

Dear Mr. Greg Harman, GM of Kensington,

December 2013

The October 29, 2013 "verdict" in COP Greg Harman's letter regarding my complaint (#13-002) on 3/19/2013 was predictable – it was an internal review. However, it was not my intent to file criminal charges – I really wanted explanation for the officer's behavior, and to prevent such from happening in the future. It is the first written complaint I have submitted in 73 years of life, though over the past 25 years, I have expressed verbal concern at board meetings regarding speeding on the Arlington, and especially around the dangerous curve at Arlington and Cowper. It is only a matter of time before someone gets hurt or killed there. Be that as it may, at least the facts of my complaint need correcting. It wasn't dark when my path crossed that of the officer, there was no light malfunction on the car and, only one and not two officers were present – Marina and Dr. and Mrs. Fouda can verify this.

However, for the sake of argument, had there been a tail light malfunction, the officer should have for safety reasons informed me of such – he didn't. Not giving a ticket would have been the right thing to do as it was not a purposeful violation of codes CVC-24603(b) and CVC 24600 (e) as opposed to the willful speeding that is rampant on the Arlington whatever that civil code violation that might be. Furthermore, for the officer to catch up to me before I turned right on Arlington Court meant the officer was traveling at a high rate of speed – Why did he think it was such an emergency? Also, he observed that I was picking up passengers and, that we were going back on the streets in the same car. Hence if the tail light was out, the officer was derelict in his duty by not informing me, and as such put the safety of four people in jeopardy. To say that he didn't approach me because he wanted to avoid allegation of harassment is at best a silly and speaks ill of the professionalism of the KPD. What would have been wrong with him informing me that a tail light was not working – my worst response would have been – "thank you officer"! Think about this!

The zero tolerance the policy Kensington is so proud of should cater more to the excessive speeding on the Arlington and the other thoroughfare streets of our village. According to Sargent Hull, I have about three seconds to decide whether to back out of my driveway – but this is old news and nothing has been done about it because the County is in charge. Furthermore, one takes one's life in hand at the crosswalk to the library because of the speeding and the confusing nature of the light. We have had cars run the light on us at night when coming home from the book club, various talks at the library, and the dysfunctional meetings of the board. We signed a petition concerning this light, and I have talked to the County about it.

Marina and I are good citizens even in dissent, but Kensington has become a very bizarre place indeed. Kensington would probably be more functional if it were incorporated into a city like Berkeley or El Cerrito rather than continuing to be a bunch of houses along county roads where freeway style lights appear, cell telephone towers are foisted on us, and the county determines our traffic rules and signs - a strange place indeed!

Kind regards and merry whatever applies,

A.P. Gutierrez,
Professor in the Graduate School

Cc: H & M Fouda

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Lynn Wolter

From: Marilyn Stollon <mstollon@sonic.net>
Sent: Saturday, March 12, 2016 2:54 PM
To: Len Welsh; Rachelle Sherris-Watt; Vanessa Cordova; Chuck Toombs; Pat Gillette
Cc: David Spath; Simon Brafman; lisa caronna; Garen Corbett; Lynn Wolter; Kevin Hart
Subject: Town manger Comparisons , for the record, and to upload to adhoc page pls
Attachments: Town Manager Comparisons.docx

Marilyn Stollon

Memorandum: March 12, 2016

Please include in the record.

Dear Board Members and IGM COP:

I have prepared research on 31 town managers which I have posted on ND, and have reported my findings to you in emails at various times. I have also provided this information to David Spath who said that it will be uploaded to the adhoc page for the public to access, to date that has not occurred. I have provided this report to the chairman to be forwarded to all committee members and I am assuming that this was done in January. Nevertheless, I would like to see that it is uploaded to the adhoc page, as soon as possible.

**At this time I would like to ensure that my report is included in the record for next agenda packet and that it, along with other research gets included on the website as was promised at a board meeting several months ago, I believe in January.

My research shows town manager positions for those with police depts, and for those who contract out. It reviews standard education, experience and background for the position. Many are members of the professional organization ICMA. I have copied and pasted the section on Education and Experience for your review.

While the salary and benefits may be considered high for such a professional , the benefits of having such a skilled person outweigh, in my opinion, any reason not to find a way to fund such a position through any number of means. One less detective would do it, one less police officer would do it, as we have already been living with 1-2 fewer staff than before. Part time is also not as costly, but again the benefit of someone who can ultimately save money by not having PLG negotiate police contracts would save \$50k or more right there. I know that the adhoc will cover all of this in doing their job thoroughly and in an unbiased way I am sure.

Nevertheless, I would like to see this report which took quite a bit of time to compile included on the website.

Below is an excerpt :

V. Education & Experience

Approximately 22 (@70%) of the 31 town managers have a master's degree in primarily public administration, or policy planning, some with a focus in finance , few having a master's in business or planning. A few did not list education, one had a BA degree and a lot of experience. Common BA

degrees are in business, political science, or government, with the graduate degree in PP or PA.. One person has a law degree, however, that individual promoted up from city attorney and holds both positions.

Towns that need planning expertise tend to hire those with that experience or education, those who need business development, or have finance problems select those with a finance background who can make major changes to improve their situation.

Most of the town managers surveyed have experience as a town manager, or have been an assistant town manager and then move on to another town and accept a position as a TM, in a few cases they might promote up when someone leaves and they fill an interim position, but this is not necessarily always the case.

All managers surveyed have extensive experience in government as deputy managers, department managers on city, state, county level. I did not identify anyone who had MA level education without relevant government experience.

An individual without extensive hands on experience applying their MA in Public Administration skills , would be at a disadvantage in this position of responsibility and is perhaps why there were none without experience hired, and most have 10 yrs or more experience.

Sincerely,
Marilyn Stollon

Kevin Hart

From: Cathie Kosel <cathie@koselco.com>
Sent: Tuesday, March 08, 2016 8:46 AM
To: Kevin Hart
Cc: Thomas Peele; Cathie Kosel G; Rachelle Sherris-Watt; Vanessa Cordova; Pat Gillette; Chuck Toombs Contact; Len Welsh
Subject: Allegations of indecent exposure and your false allegations
Attachments: KPPCSDSexualHarassmentInvoiceWallace.pdf

Importance: High

Kevin,

Did you really think you would find a record of this abuse and harassment in the annals of KPPCSD??? You are a police officer after all. You should know that bad guys do not keep records of their misdeeds. And Mr. Toombs has no recollection either?

No matter. I have kept perfect records....boxes of documents in fact....in case I decide to sue KPPCSD for harassment. I provided proof of this particular incident to Thomas Peele because he demanded proof. His commitment to professional journalism standards is well known in the world of investigative reporting and beyond. He does not report anything that is not backed up with proof.

It does not speak well of your own commitment to truth that you would so easily dismiss my allegations. You made no request of me for proof. It increases my disappointment in your apparent unwillingness to root out the rotten apples in Kensington's police department.

I have attached for your information a copy of the invoice from attorney Lee Ann Wallace who was hired by Mr. Harman to investigate the allegations against me.

There are, of course, several other documents pertaining this particular incident. Both Mr. Peele and my personal attorney have copies of those.

I WOULD LIKE THIS EMAIL TO BE INCLUDED IN THE PUBLIC RECORD FOR THE APRIL, 2016, MEETING OF KPPCSD.

Your statement cannot stand uncontested.

Sincerely,
Cathie Kosel

101 Windsor Avenue
Kensington, CA 94708

Cathie@koselco.com
Mobile 510.918.7575
Home Office 510.526.3986
Fax 510.526.4150

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KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

March 10, 2016

To: Board of Directors
Kensington Police Protection Community Services District

From: Kevin Hart 

Re: Pending Investigation Into October 7 Traffic Stop

This memo presents a status report on the above matter and describes the process going forward.

The Investigation

The traffic stop of Vanessa Cordova made by Kensington Police Department officers on October 7, 2015 has generated significant public interest and comment. Surrounding that stop are public allegations that the two KPD officers who engaged in that stop abused their authority. Given these serious allegations, I directed that a full, fair and independent investigation be immediately initiated. To assure that the interests of all parties would be protected, I referred the matter to the Richmond Police Department, which assigned the matter to Internal Affairs Lieutenant Brian Dickerson. The investigator was given full discretion and independence in the conduct of the investigation. The Investigator applied U.S. Department of Justice Standards and Guidelines for Internal Affairs Investigations. Over a 10-week period of time, the Investigator interviewed 12 witnesses. After fully assessing witness statements and all available evidence, the Investigator completed his confidential report on February 16, 2016. The report is currently under review, with the next step being an assessment of whether or not the subjects of the investigation engaged in inappropriate conduct and of whether any department policies or procedures should be modified to assure that the Kensington Police Department provides the highest level of responsiveness, accountability and professionalism to our residents.

Next Steps

Investigations such as this one are required by law to be confidential, in order to protect the statutory and constitutional rights of individuals identified as the subjects of the investigation. At the conclusion of such investigations, police department management confidentially analyzes the results of the investigation and determines next steps, which may include initiating corrective or disciplinary action against subject of the investigation as well as determining whether department policies or practices need to be adjusted. At the conclusion of this deliberative process, if discipline is to be imposed, management is required to strictly abide by constitutional and statutory provisions that honor the privacy and Due Process rights of subject officer(s). For serious discipline, this process includes a full right of appeal after any administrative action is taken. When serious disciplinary action is sustained on appeal, information relating to a change in the employee's status is non-confidential. In the interim, the law requires police departments to maintain strict confidentiality.

I expect to conclude my responsibilities in this endeavor within the next few weeks. Meanwhile, one of the two subjects has been placed on administrative leave with pay. Administrative leave with pay is neither a disciplinary action nor an indication of wrongdoing.

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Office Report prepared by Marty Westby, Administrator
Kensington Community Council Board Meeting
April 4, 2016

KASEP:

KASEP Spring session started Monday, March 21st and ends Friday, May 27th. This session, KCC filled 46 KASEP/KCC children's classes, with 476 seats, an increase of approximately 91 seats filled from 2015. Spring session introduced a number of new classes that captured the attention of our students: computer video gaming, computer animation, Legos, Block Printing and Skyhawk Basketball.

The KCC office will be closed during Spring- Break, April 4-8, 2016.

KCC Classes and Events:

Jazzercise, daily class Monday – Friday is on-going with drop-ins welcome, 8:15am -9:15am. Body Sculpting, Tues-Thurs, 9:15 – 10:15am continues. Both classes are held in the community center.

The acrylic artists invite new artists to their group, Wednesday 9:45am- 1:00pm. This is a leaderless group, self-directed painters. Easels and are tables provided. Artists meet until June 1st and then take a break during the summer months, returning September 7th.

KCC Summer Day Camp

KCC Summer Day Camp registration officially kicked off March 1st. The first week is filled; there are spaces left in the remaining 9 weeks. Campers must be going into 1st grade up through 6th grade; camp is 9:00am - 5:00pm, Monday - Friday. Every Wednesday is a field trip-exploring local sites like Bladium / rock climbing in Alameda.

KCC interviewed 9 young adults as potential candidates for this year's summer camp counselor positions and happy to report, all 9 accepted our offer to work this summer. Ethan Houser is returning as Camp Director.

As of March 31st, 295 camper spaces are filled, an increase of 55 enrollments this same time last year. Camp enrollment is 45% filled. KCC Summer Camp registration is online, WWW.KensingtonCommunityCouncil.Org.

KCC Administrative:

KCC welcomes Kari Tindol to the KCC office team. Marty Westby, Administrator, is retiring in December 2016 and has begun training Kari as her replacement. Kari and Marty will be job-sharing summer camp weeks and then Marty will move into a part-time role come fall.

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April 2016

April 2016							May 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28
							29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 27	28	29	30	31	Apr 1	2
	4	5	6	7	8	9
3	4	5	6	7	8	9
	7:00pm **Cub Scouts** (CCM) 7:00pm KGC Mtg (CC3)	7:30pm *Boy Scouts (CCM)	7:00am AA (CCM)	7:00pm Ad Hoc Mtg (CCM) 7:15pm EBC (CC1)		10:30am CC Rental (CCM)
10	11	12	13	14	15	16
8:00am CC Rental (CCM)	6:00pm KPSC (CC3) 7:00pm **Cub Scouts** (CCM) 7:30pm KARO Mtg (CC3)	7:30pm *Boy Scouts (CCM)	7:00am AA (CCM) 6:00pm *GPF (CCM) 7:00pm *KFD Mtg (CC3)	6:00pm KPSCD Mtg (CCM)		10:00am Shredding Event (lower parking lot) 5:00pm CC Rental (CCM)
17	18	19	20	21	22	23
8:00am CC Rental (CCM)	7:00pm **Cub Scouts** (CCM)	7:30pm *Boy Scouts (CCM)	7:00am AA (CCM) 6:30pm KIC/KPOA MTG (CCM)	Stegman @ Dorner Incident (Castro Valley) - Andrea Di Napoli 7:15pm EBC (CC1)		
24	25	26	27	28	29	30
	7:00pm **Cub Scouts** (CCM) 7:30pm *KIC (CC3)	7:30pm *Boy Scouts (CCM) 7:30pm *KMAC (CC3)	Hui @ Driving Force Option (Alameda) - Andrea Di Napoli 7:00am AA (CCM)	Wilson & Ramos @ 11550 - Andrea Di Napoli		5:00pm CC Rental (CCM)

Andrea Di Napoli

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May 2016

May 2016

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2016

Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 1	2 7:00pm **Cub Scouts** (CCM) 7:00pm KCC Mtg (CC3)	3 7:30pm *Boy Scouts (CCM)	4 7:00am AA (CCM)	5 7:00pm Ad Hoc Mtg (CCM) 7:15pm EBC (CC1)	6 4:00pm FKL Book Sale (CCM)	7
8 FKL Book Sale (CCM)	9 6:00pm KPSC (CC3) 7:00pm **Cub Scouts** (CCM) 7:30pm KARO Mtg (cc3)	10 7:30pm *Boy Scouts (CCM)	11 7:00am AA (CCM) 6:00pm *GPFE (CCM) 7:00pm *KED Mtg (CC3)	12 6:00pm KPSCSD Mtg (CCM)	13	14 9:00am KPOA (CCM) 5:00pm CC Rental (CCM)
15	16 7:00pm **Cub Scouts** (CCM)	17 Driving Force Option - Barrow, Wilson, Ramos, Martinez & 7:30pm *Boy Scouts (CCM)	18 7:00am AA (CCM)	19 Stegman @ NIC Testing (CCC Lab) - Andrea Di Napoli 7:15pm EBC (CC1)	20	21
22	23 7:00pm **Cub Scouts** (CCM) 7:30pm *KIC (CC3)	24 7:30pm *Boy Scouts (CCM)	25 7:00am AA (CCM)	26	27	28
29	30 7:00pm **Cub Scouts** (CCM)	31 7:30pm *Boy Scouts (CCM) 7:30pm *KMAC (CC3)	Jun 1	2	3	4

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KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

**General Manager
April 2016 Report**

General

During the month of March 2016, the Kensington Police Department welcomed Police Officer Theodore Foley to replace Officer Chris Armanino. Officer Foley is not new to Kensington, as he has been a Reserve Officer for Kensington for the past five years. Officer Foley comes to Kensington with significant experience as a POST firearms and impact weapons instructor, range master and basic SWAT operations. Officer Foley most recently worked as a detention and fugitive officer, with G4S Homeland Security ICE. Officer Foley is married and can speak, read and write Spanish fluently. Officer Foley will be officially sworn in at the April 14th Board of Directors meeting.

Sergeant Kevin Hui has been accepted to the widely sought after Supervisory Leadership Institute program sponsored by POST. The course is an extensive 3 days per month for eight months training. All aspects of supervision and leadership are examined. Discussions of critical decision making are a key component of the course, and a visit to the Museum of Tolerance is mandatory. Sergeant Hui is expected to graduate from the course in October 2016.

The Community Center's floors were recently professionally stripped and re-waxed, and thirty 60" round tables were ordered for use during events at the building.

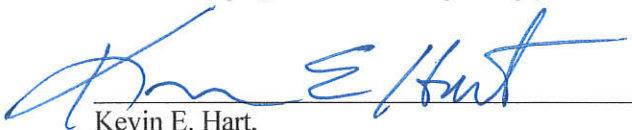
Remember, text to 911 is in full operation for Kensington residents. See Press Release on January 27, 2016 for more details.

Conterra, a company hired by the West Contra Costa School District, plans to start construction this month to provide fiber optics to the Kensington Hilltop School. The plan calls for limited disruption on Kensington Park Road during construction.

I will provide an update on the Richmond Police investigation during my report if there is any new information since last month.

During the month of March, I attended the annual California Chief of Police Training Symposium held in Ontario, California from March 13-17. Multiple workshops are held during the four days of training. The event begins Opening Ceremony & Fallen Officer Tribute, where we honor those officers that were killed in the line of duty for 2015. Other workshops/training topics that I attended were; Force encounter Analysis, Standing in the Eye of the Storm, Policing after Body Worn Cameras, Shaping your Department and Community, Social Media, Hot & Emerging Technology, and bulletproof spirit. One of the highlights of the event, was the presentation from now retired Captain Mark Cedrun, who was the Commanding Officer of the US Navy ship that rescued Captain Philips who was attacked by pirates off the coast of Somali in 2009.

Have you ever been a victim of Identity Theft? Make sure it does NOT happen again! Don't become a victim! Stop by the office and pick up your free Identity Theft Booklet.



Kevin E. Hart,
Interim General Manager

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

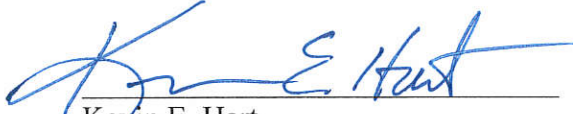
Date: March 10, 2016
TO: KPPCSD Board
FROM: Kevin E. Hart, Interim General Manager
Subject: **Item 7b-Memorandum of understanding with KPOA and the KPPCSD**

The Board will receive a report regarding a proposed contract with the Kensington Police Officer's Association and the Kensington Police Protection and Community Services District. The Board will review the terms and conditions of the contract and possibly take action to approve the contract. Second reading. Board action item.

The Finance Committee reviewed the proposed contract at its meeting held on April 6, 2016. After extensive review and public comment, the Committee voted 8-5 to recommend the Board of Directors approved the proposed contract with the Kensington Police Officer's Association as presented.

General Manager Recommendation: Receive the report, take public comment, deliberate, and consider approval of the proposed contract.

Fiscal Impact: Included within annual budget. See attached spreadsheets.



Kevin E. Hart
Interim General Manager

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MEMORANDUM OF UNDERSTANDING

Between

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

July 1, 2014 until December 31, 2017

This Memorandum of Understanding is made and entered into on _____, 2016, between the Kensington Police Protection and Community Services District, Contra Costa County, Kensington, California, hereinafter referred to as "The District", and the Kensington Police Officers' Association, hereinafter referred to as "The Association". It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto. This Memorandum of Understanding will become effective retroactive to July 1, 2014 (the "Effective Date").

ARTICLE I RECOGNITION

The District agrees to recognize the Association as the majority representative of all police personnel excluding the Chief of Police, and agrees to meet and confer with the Association in all matters relating to wages, hours and other terms and conditions of employment.

ARTICLE II RIGHTS

A. District Rights Include:

Except as otherwise provided in this Agreement, the rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work, lack of sufficient financial resources, or for other business related reasons as determined in the sole discretion of the District; maintain the efficiency of government operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, including contracting of specified services.

Nothing contained within this article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under state and federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

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B. Association Rights Include:

1. The Association's right to represent their members before the Board of Directors or advisory boards with regard to wages, hours and working conditions or other matters within the scope of representation.
2. The right to be given reasonable written notice of any proposed ordinance, rule, resolution, regulation or amendment thereto relating to matters within the scope of representation.
3. Employees represented by the Association shall be free to participate in Association activities without interference, intimidation or discrimination, in accordance with State Law and the Department's Rules & Regulations.

ARTICLE III SCOPE OF AGREEMENT

A. Conditions

The terms of this Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered, or otherwise presented by the Association or the District for the duration of this agreement, provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

B. Procedure for Meet and Confer

The District, through its representatives, and representatives of the Association shall meet and confer in good faith regarding matters within the scope of this agreement.

ARTICLE IV HEALTH PLAN BENEFITS/PENSION

A. Health Plan Benefits

Current Employees

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

Effective July 1, 2014, the District will pay up to 100% of the premium for the non-Medicare and Medicare-eligible Kaiser Bay Area HMO plan for the eligible employee and his or her eligible dependents. If the employee chooses a plan other than the Kaiser Bay Area HMO, the employee shall be solely responsible for all costs over the premium for the Kaiser Bay Area HMO plan.

Effective January 1, 2017, all eligible employees will be required to contribute at least \$85 per month toward the cost of healthcare regardless of the coverage level

selected. The District will contribute a maximum of the Kaiser Bay Area HMO plan for Employee only, Employee + 1, or Employee + 2 coverage, less the \$85 monthly employee contribution. If an employee elects a plan that costs more than the Kaiser Bay Area HMO, the employee will be responsible for the \$85 monthly contribution plus any amounts above the District's maximum contribution.

Effective June 30, 2017, all eligible employees will be required to contribute at least \$125 per month toward the cost of coverage regardless of the coverage level selected. The District will contribute a maximum of the Kaiser Bay Area HMO plan for Employee only, Employee + 1, or Employee + 2 coverage, less the \$125 monthly employee contribution. If an employee elects a plan that costs more than the Kaiser Bay Area HMO, the employee will be responsible for the \$125 monthly contribution plus any amounts above the District's maximum contribution.

The following example is provided for illustrative purposes only as 2017 PEMHCA premiums are not yet published:

Coverage Level	Hypothetical 2017 Kaiser Bay Area Monthly Premiums	KPOA Member Contribution Effective 6/30/2017	Maximum District Contribution Effective 6/30/2017
Employee Only	\$746.47	\$125.00	\$621.47
Employee + 1	\$1,492.94	\$125.00	\$1,367.94
Employee + 2	\$1,940.82	\$125.00	\$1,815.82

Eligible Retirees

The District will pay the health care premiums for eligible retirees and their eligible dependents pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA) and in the amounts required by California Government Code §22892(b).

B. Dental and Vision Benefits

The District shall provide for a vision plan through VSP, and a dental plan through Delta Dental, maintaining the same benefit package as is currently provided under the District's VSP Group Vision Care Plan, effective October 1, 2013, and the District's Contract with Delta Dental, effective October 1, 2007, as amended. The District will pay the premiums for the eligible employee and his or her eligible dependents.

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C. Pension/ Retirement Plan

Classic Member (Definition): "Classic Member" means an employee who first became a member of CalPERS, or another public retirement system that has reciprocity with CalPERS, before January 1, 2013, and who did not have a break in service of more than six months before returning to membership in CalPERS with a new employer.

No Change to Classic Members: Three Percent (3%) at Age 50 CalPERS plan.

To Include:	One Year Final Compensation	01/06/93
	1959 Survivor Benefit	09/01/79
	Inc. 59 Survivor Benefit	07/04/80

Pension Cost Sharing under AB 340 (PEPRA), as amended: Per this Memorandum of Understanding;

For Classic Members the District currently pays 9.0% of the employee contribution as an Employer-Paid Member Contribution ("EPMC"). Effective March 1, 2016, the District will pay 7.0% of each Classic Member's employee contribution and the employee will pay 2.0%.

Effective March 1, 2017, the District will pay 5.0% of each Classic Member's employee contribution and the employee will pay 4.0%.

The District shall adopt and file with CalPERS a resolution providing that employee pension contributions will be picked up by the District under section 414(h)(2) of the Internal Revenue Code.

New Member: "New Member" means an employee who first becomes a member of CalPERS on or after January 1, 2013, and who was not a member of another public retirement system that has reciprocity with CalPERS before that date, or, if he or she was a member of CalPERS, or another public retirement system that has reciprocity with CalPERS, before that date, returned to CalPERS membership with a new employer after a break in service of more than a six months.

Pension Plan: CalPERS Option Plan Two; 2.7% at Age 57.

Final compensation for New Members shall be the average of the pensionable compensation earned during the 36-consecutive month period of employment that produces the highest average.

Pension Cost Sharing under AB 340: New Members must contribute 50% of the normal cost of pension benefits, as defined by CalPERS, with no cap in place as for Classic Members. AB 340 (PEPRA), as amended, prohibits the employer from paying this contribution on the employee's behalf (Govt. Code Sect. 7522.30(c)).

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The District shall adopt and file with CalPERS a resolution providing that employee pension contributions will be picked up by the District under section 414(h)(2) of the Internal Revenue Code.

D. Life Insurance

The District shall provide an one hundred thousand dollar (\$100,000) term life insurance policy for represented employees. The District shall pay the base premium. The employee shall pay any additional costs over the standard base premium.

E. Disability Insurance

The District agrees to provide disability benefits through California Law Enforcement Association (CLEA) "Plan A" or Police Officers Research Association of California (PORAC) "Premier Plus" plan. The District shall increase each members' base pay by the cost of the plan premium. The employee shall pay the premium for the plan through payroll deduction.

F. Deferred Compensation

The District has established a Deferred Compensation Plan to be made available to all eligible district employees pursuant to Federal legislation permitting such plans. Employees can invest portions of their current income to meet their future financial requirements and supplement their District retirement, at no cost to the District.

G. Contra Costa County Employees' Federal Credit Union

Optional participation by payroll deduction at no cost to the District.

ARTICLE V SICK LEAVE

A. Accrual

All employees shall accrue sick leave at the rate of ten (10) hours for each calendar month that the employee has worked. Employees may accumulate an unlimited amount of sick leave. At the discretion of the Chief of Police, a medical professional's note may be required for any period of sick leave that exceeds three (3) consecutive days. Requests for medical notes shall not be subject to the grievance procedure.

B. Termination of Sick Leave

If an employee has accumulated and unused sick leave at the time of termination, resignation, or retirement, he or she shall not be eligible for a cash payout for that sick leave time. However, retirement credit for any such accumulated and unused sick leave may be allowed per CalPERS agreement in effect at the time of the employee's retirement or resignation.

C. Family Sick Leave

Employees may utilize up to 60 hours of accrued sick leave per year for illness or injury to members of their immediate family as defined by California Labor Code 233. Additional family sick leave may be granted at the discretion of the Chief of Police.

ARTICLE VI VACATION AND LEAVES OF ABSENCE

A. Eligibility

All personnel shall be eligible to take paid vacation leave at the end of twelve (12) months of continuous service. An employee may request to be allowed to take 52 hours of vacation upon completion of continuous service for six (6) months. Such a request must be made in writing and submitted to the Chief of Police, and may be granted at the Chief's discretion.

B. Vacation Accrual

Accrued vacation time shall be posted monthly. Employees shall receive a total of 104 hours (13 days) of accrued vacation time upon completion of the first year. Except as modified by Paragraph C, accrued vacation time shall be determined according to the Vacation Accrual Schedule below.

<u>Year(s) of Service</u>	<u>Total Yearly Hourly Accrual</u>	<u>Accrued Hours Per Month</u>
1	104	8.67
2	112	9.33
3	120	10.00
4	128	10.67
5	136	11.33
6	144	12.00
7	152	12.67
8	160	13.33
9	160	13.33
10	168	14.00
11	168	14.00
12	176	14.67
13	176	14.67
14	184	15.33
15	184	15.33
16	192	16.00
17	192	16.00
18	200	16.67
19	200	16.67
20	208	17.33

C. Use of Vacation:

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1. Workweek Vacation Sign Up - Employees are to sign up for their yearly-allotted vacation time by January 31 in the order of their seniority. (Signup sheet to be posted on or around December 15.) Not to include single day vacation requests, employees must sign up for a minimum of one (1) workweek per vacation selection. Employees shall have the option to pass on one or both selections. Vacation period runs from February 1 through January 31.
2. Single Day Vacations - Employees are allowed one single day vacation per shift page. Request must be turned in a minimum of 72 hours prior to the vacation day and are not to be used during the following holidays: Christmas, New Year's Day and Thanksgiving Day. Note: If two (2) or more employees are away, either on vacation, sick or school, single vacation days shall be allowed only if it does not incur overtime or present an undue hardship to the department.
3. Remaining Vacations Days - Upon completion of the initial posting of vacations, employees may sign up for additional vacation time on a first come first serve basis. Additional vacation day requests shall be allowed at the discretion of the Chief of Police. It shall be the policy of the department not to cancel days off during the above mentioned holidays to allow additional vacation day requests.
4. Vacation Accrual Limit - Employees shall be allowed up accrue up to 200 hours of vacation. Once that amount of vacation has accrued, however, no further vacation shall accrue until the employee's balance is reduced below 200 hours through the use of vacation leave. Current employees may retain any vacation accrued as of the date of ratification of this contract by the Association and the District without having such accrual counted as part of the 200 hour accrual limit. The Chief of Police may approve vacation carryovers in excess of the 200 hour accrual limit due to staffing shortages and other operational needs of the District. Such excess carryovers shall only be permitted for a one year period.
5. Number of Employees on Vacation - One officer, corporal or sergeant allowed off per team, when at full strength, a maximum of two (2) officers or two (2) corporals or two (2) sergeants may be off on vacation per workday. Department will make every effort to allow assigned vacations when not at full strength. The Chief of Police has the authority to change the number of employees allowed if circumstances warrant it.
6. Vacation at Termination - Employees leaving the district with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued Vacation shall be at the employee's current rate of pay.

7. Effect of Extended Military Leave - An employee who interrupts his or her service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.
8. Sick Leave During Vacation - Vacation leave may be converted to sick leave, subject to the review and approval of the Chief of Police, if an employee is injured or sick during his or her vacation for a period in excess of twenty-four (24) hours.
9. Transfer of Vacation Time to Bereavement Leave - Vacation leave may be converted to bereavement leave, subject to the review and approval of the Chief of Police, if a death or anticipated death in the immediate family of an employee occurs during that employee's vacation period.
10. Leaves of Absence - The Board of Directors has the power to grant leaves of absence with or without pay. The decision is normally based upon the recommendation of the Chief of Police. The Chief of Police has the authority to grant leaves of absence not to exceed three (3) days.
11. Bereavement/Emergency Leave of Absence
 - a. Time off, consisting of 40 hours with pay, may be granted to any employee in the event of the death of a member of the employees' immediate family. One day of death leave for deaths occurring to persons not in the immediate family may also be granted at the discretion of Chief of Police.
 - b. In addition to the 40 hours, additional hours may be granted at the discretion of the Chief of Police,
 - c. Bereavement leave shall not be charged against either vacation or sick leave accumulation.
 - d. The Chief of Police shall be notified as soon as possible of any event requiring an emergency leave of absence.
 - e. Definition of Family

For the purpose of bereavement or emergency leaves of absence, family as, used herein shall be construed as being the following relatives of the employee:

Spouse	Brother	Mother-in-law	Step Child
Child	Sister	Father-in-law	Step Sibling
Mother	Grandmother	Sister-in-law	Step Parent
Father	Grandfather	Brother-in-law	Step Grandparent

ARTICLE VII SALARIES

The Board of Directors provides that an employee must be paid a salary within the range established for his or her classification. The District and the Association agree the District will compensate all members of the Association as follows:

There shall be no wage increase from July 1, 2014 through February 29, 2016. Effective the first pay period after March 1, 2016, all employees on active payroll shall receive a one-time lump sum payment of one-thousand dollars (\$1,000). The parties agree that this one-time bonus is not intended to compensate employees for any time worked in the past and or in the future and further agree that this bonus does not meet the criteria under California Code of Regulations 571(b) as reportable compensation for retirement purposes.

Effective the first pay period after March 1, 2016, salaries will be increased by 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,077.74	\$8,320.07	-----	-----	-----
Sergeant	\$7,039.61	\$7,321.19	\$7,540.83	\$7,842.47	-----
Corporal	\$6,977.23	-----	-----	-----	-----
Officer	\$5,516.98	\$5,820.42	\$6,140.54	\$6,478.27	\$6,840.42

Effective the first pay period after March 1, 2017, salaries will be increased 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

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	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,320.08	\$8,569.67	-----	-----	-----
Sergeant	\$7,250.80	\$7,540.82	\$7,767.05	\$8,077.75	-----
Corporal	\$7,186.55	-----	-----	-----	-----
Officer	\$5,682.49	\$5,995.03	\$6,324.76	\$6,672.62	\$7,045.63

A. Step Increases

1. Classification - Police Officers

- a. Step One: Minimum hiring rate.
- b. Step Two: Employees shall be eligible for advancement to Step Two upon completion of twelve, (12) months employment, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.
- c. Additional Steps: Employees shall be eligible for advancement to additional steps upon completion of one year at the previous step, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

2. Classification - Sergeants

- a. Step One: Minimum hiring rate,
- b. Steps Two: through Step four: Employees shall be eligible for advancement to the next higher Step upon completion of twelve (12) months employment in grade, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

B. Hourly Rate of Pay

The hourly rate shall be calculated by multiplying the monthly salary by twelve (12) and dividing by the total number of working hours per year, which by convention is 2080.

ARTICLE VIII OVERTIME

A. Overtime Policy - Definition

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal

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working week. Time worked in excess of the basic workweek because of changes in days off or shifts shall not be considered overtime. Except as otherwise provided herein, overtime shall commence at the time an employee reaches the place where he or she is directed to report and shall continue until he or she is released or the work is completed, whichever is the earlier. Compensation for overtime shall be at one and a half the current rate of pay.

B. Compensatory Time Policy - Defined

Compensation for overtime hours worked shall be paid at one and one-half times the employee's basic hourly salary every pay period. Compensatory time off at the rate of one and one-half times the number of hours worked may be accrued at the employees' written request in lieu of time and one-half pay.

Compensatory time off may be requested and taken, as long as it does not cause overtime.

Employees shall be allowed to cash in compensation time three (3) specific times per year, with a maximum cash-in for forty (40) hours each date. Employees will be allowed to hold a maximum of one hundred (100) hours on the books. The specific dates are:

July 1, November 1, and March 1

C. Reimbursement for Meals

District agrees to reimburse members of the Association for up to two (2) meals per month at a cost not to exceed ten (10) dollars per meal when they work over twelve (12) hours during a single shift.

D. Minimum Call-Out Compensation

Employees who are called out to perform unscheduled work shall be compensated for a minimum of three (3) hours work at the time and one-half rate.

E. Non Call-Out Overtime

Non Call-Out overtime, or that overtime which represents a simple extension of, the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour, to be rounded off; except that overtime worked during the first one-half hour following a normal shift shall be compensated by a minimum of one-half hour overtime.

F. Appearances in Court

Officers directed to appear in court outside of normal shift hours shall receive a minimum of four (4) hours overtime. Court time exceeding the minimum four (4) hours shall be granted on an hour 'by hour basis, unless part of normal shift.

G. Call-Out Standby

When any employee is placed on standby by the Police Department or any related department in regards to official police duties, the employee shall receive the minimum of two (2) hours overtime (time and a half).

ARTICLE IX EDUCATION / LONGEVITY BENEFITS

A. Education Incentive Program

A monthly incentive payment of five percent (5%) of their base salary shall be paid to qualified personnel, who have obtained an Intermediate Post Certificate,

An additional monthly incentive payment of two and one-half percent (2.5%) of their base salary shall be paid to qualified personnel who obtain an Advanced POST Certificate.

B. Tuition Refund Plan

The District establishes an education pool each Fiscal Year; individual employees shall have the opportunity to draw from this pool to a maximum of five hundred dollars (\$500.00) per year. The money shall, be used for tuition, books, materials and supplies. Employees shall be working towards a degree, POST Certificate or taking a class that benefits the District and must complete the course with a passing grade. Employees are not eligible for the benefits set forth in this Section B until they have completed two years of service with the District as full time officers and only if they are working full time at the time they seek to utilize these benefits. The Chief, in his sole discretion, will be allowed to grant an exception from this policy.

Employees failing to complete the course or failing to receive a passing grade shall reimburse the District the amount paid in full.

C. Training

Training shall be provided as mandated by the State of California, at a minimum.

D. Longevity Incentive Benefit

The District agrees to provide Longevity Incentive to each member of the Association. There will be an annual bonus of one hundred dollars (\$100.00) for each year of service with the District, beginning with the 10th year of service, to be paid every year at the end of the first pay period in December.

ARTICLE X CLOTHING ALLOWANCE./SAFETY EQUIPMENT

A. Installments - Amount

The District shall provide a clothing allowance in the amount of eight hundred dollars (\$800.00) per year, to be paid in twenty-four (24) installments of \$33.33.

B. Damaged Uniforms

It is the policy of the District to pay for the cost of repairing and/or replacing uniforms that are damaged in the line of duty.

C. Safety Equipment

As soon as practical, the District shall purchase body armor vests for all officers pursuant to Kensington Police Department Policy #1024.3. Once issued, body armor vests are to be worn pursuant to Kensington Police Department Policy #1024.1 through 1024.3.3.

The District also agrees to reimburse members of the Association for safety equipment up to two hundred and fifty dollars (\$250.00) per year each year the officer is employed under this contract. Unused reimbursement funds may be rolled over by individual officers to the following year for the life of the contract, not to exceed seven hundred fifty dollars (\$750.00). The Chief of Police shall review and approve all purchases of safety equipment for which the officer seeks reimbursement before such items are purchased.

ARTICLE XI HOLIDAY PAY

A. Holidays

Employees are paid for the following fourteen (14) Holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas. Employees are not entitled to any extra compensation if they are required to work on these days.

ARTICLE XII PERSONNEL ACTIONS

A. Authority

The information contained in the Kensington Police Department Policy Manual is furnished to acquaint officers with some of the more important personnel policies and practices pertaining to employment with the Kensington Police Department. Although not presented in the form of regulations, each of the subjects covered in subsequent paragraphs has substantive authority in the powers granted to the Board of Directors or the Chief of Police by special laws of the State of California.

B. Definition of Just Cause

Just cause for employment actions, up to and including termination, shall include, but not be limited to the following: Failure of an employee either willfully, or through negligence or incompetence, to perform the duties of his or her rank or assignment, or violation by an employee of any police policies or order, or instruction having the effect of a policy or order.

C. Definition of Discipline

Consistent with Kensington Police Department Policy Manual #340.8, discipline shall include suspension, punitive transfer, demotion, and termination.

D. Discharge

The Chief of Police may discharge an employee for just cause. Any employee who has been discharged is entitled to receive a written statement of reasons for such action and shall have ten (10) days in which to respond.

E. Suspension

An employee may be suspended from his or her position by the Chief of Police at any time for a disciplinary purpose, or for other just cause. Suspension without pay cannot exceed thirty (30) days per occurrence.

A Master Sergeant or Sergeant, may for the good of the service, detach an employee from active duty, require that the employee relinquish his or her badge and other official police credentials, and assign the employee to remain at his or her home pending action by the Chief of Police at the earliest practical moment.

F. Demotion

The Chief of Police can demote an employee whose ability to perform required duties falls below standard or for disciplinary purposes. Notice of the demotion must be given the employee no later than two (2) weeks prior to the effective date of demotion.

G. Reduction in Departmental Seniority

The Chief of Police can reduce an employee in departmental seniority with attendant loss of privileges normally determined by such seniority and by such seniority and as outlined elsewhere in this Memorandum.

H. Right of Appeal to Matters Not Involving Discipline

An employee has the right to appeal to the Board of Directors relative to any situation affecting his or her employment status or conditions of employment, except in those cases involving a general plan affecting the department as a whole, pursuant to Kensington Police Department Policy Manual #1006. The decision of

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the Kensington Police Protection and Community Services District Board is considered final.

I. Right of Appeal to Matters Involving Suspension, Punitive Transfer, Demotion, and Termination

The probationary period for the original appointment of employees shall be for a period of eighteen (18) months. Individual probationary periods may be extended upon decision of the Chief of Police. Consistent with Kensington Police Department Policy Manual #340.9, during the probationary period, an employee may be terminated or otherwise rejected with or without cause, at any time, without right of appeal.

After the probationary period, any employee challenging discipline shall have the option of choosing between the dispute-resolution provisions of Kensington Police Department Policy Manual #1006, or in addition to the grievance procedure and after it is exhausted, requesting an evidentiary hearing to the Board of Directors. Any employee who wishes to preserve the right of appeal and request an evidentiary hearing must within twenty (20) days of the date of a Notice of Discipline, submit in writing to the Chief of Police a separate written statement indicating that he or she wishes a hearing before the Board of Directors consistent with due process rights and the Public Safety Officers Procedural Bill of Rights Act. Each party shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. The decision of the Kensington Police Protection and Community Services District Board is considered final.

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. The time lines contained in this Article XII Personnel Actions and Policy 1006 may be waived for a specific time period at any step with the mutual agreement of the parties.

ARTICLE XIII NO UNLAWFUL DISCRIMINATION

No employee shall be demoted or dismissed, or in any way unlawfully discriminated against because of race, color, religion, creed, sex, pregnancy, childbirth or related medical condition, ancestry, citizenship, national origin, age, marital status, sexual orientation, physical or mental disability, medical condition or any other characteristic protected by federal, state, or local law.

Neither the District nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercised of their rights to engage or not to engage in any activities pursuant to Section 3500, *et seq.*, of the Government Code.

ARTICLE XIV SCOPE AND SEVERABILITY

It is mutually agreed that ratification and approval of this Memorandum of Understanding relieves the Association and the District of any and all further obligation to meet and confer pursuant to Section 3500, *et seq.*, of the California Government Code for the period covered by the Memorandum of Understanding. Meet and confer sessions may, however, be reopened during the life of the Memorandum of Understanding by mutual consent of the Association and the District.

In case of material conflict between this Agreement and the approved District policies and procedures, the provisions of the Agreement shall govern.

If any portion of this Memorandum of Understanding is declared null and void by superseding Federal or State Law, the balance of the Memorandum of Understanding 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.

ARTICLE XV DURATION

This agreement shall be in full force and effect from the July 1, 2014 through December 31, 2017.

Kensington Police Protection &
Community Services District
Board of Directors

Kensington Police Officers
Association Representatives

Len Welsh, Board President

Keith Barrow, KPOA President

By Kevin Hart
Interim General Manager / Chief of Police

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The following pages were prepared by Adam Benson for use during the presentation. They are not part of the contract.

KPPCSD
 Title: Police Officer
 Analysis Date: 6/30/2015

Survey Agency	Comparable Classification	Top Step Base	POST Pay/Educ. Incent.	Uniform Allowance	Longevity (20 YOS)	EPMC		Insurance				Wages + EPMC	Total Insurance	Total Comp	Rank
						(%)	(\$)	Health	Dental	Vision	OPEB				
Albany	Police Officer	\$6,423	\$505	\$83	\$0	-1.0%	-\$90	\$1,858	\$139	\$0	\$122	\$8,922	\$2,119	\$11,040	5
Berkeley	Police Officer	\$9,628	\$385	\$117	\$481	0.0%	\$0	\$1,534	\$172	\$0	\$1,744	\$10,611	\$3,450	\$14,062	1
Broadmoor Police Protection District	Police Officer	\$7,466	\$560	\$0	\$0	9.0%	\$722	\$1,700	\$0	\$0	\$0	\$8,748	\$1,700	\$10,448	7
Central Marin Police Authority	Police Officer	\$6,929	\$346	\$0	\$0	0.0%	\$0	\$1,858	\$167	\$0	\$156	\$7,275	\$2,181	\$9,456	10
East Bay Regional Park District	Police Officer	\$7,093	\$532	\$92	\$0	6.0%	\$463	\$1,750	\$196	\$0	\$71	\$8,180	\$2,016	\$10,196	8
El Cerrito	Police Officer	\$8,075	\$290	\$83	\$727	0.0%	\$0	\$1,989	\$177	\$0	\$0	\$9,175	\$2,166	\$11,341	4
Moraga	Patrol Officer	\$7,387	\$222	\$88	\$0	0.0%	\$0	\$2,102	\$0	\$0	\$0	\$7,696	\$2,102	\$9,798	9
Piedmont	Police Officer	\$7,902	\$553	\$125	\$0	0.0%	\$0	\$1,798	\$202	\$33	\$1,027	\$8,580	\$3,060	\$11,640	3
Richmond	Police Officer	\$9,293	\$746	\$67	\$651	-2.0%	-\$215	\$1,858	\$122	\$18	\$623	\$10,541	\$2,621	\$13,162	2
KPPCSD	Police Officer	\$6,641	\$498	\$67	\$167	9.0%	\$664	\$1,858	\$203	\$30	\$449	\$8,036	\$2,539	\$10,575	6
	Median (Excluding KPPCSD) Variance from Median	\$7,902 -15.96%						\$8,748 -8.14%						\$11,040 -4.21%	
	Average (Excluding KPPCSD) Variance From Average	\$8,022 -17.21%						\$8,859 -9.29%						\$11,238 -5.90%	

Notes:
 Albany: City contributes \$928/month to Retiree Health Savings Plan for employees with 24 to 34 completed YOS; OPEB calculated from PEMHCA minimum
 Berkeley: Contract expired July 5, 2014.
 Broadmoor Police Protection District: District contributes \$1,700/month per employee to Union run Health & Welfare Trust (includes health, dental, vision, retiree health, and life insurance).
 Central Marin Police Authority: Authority contributes 2.0% (1-15 YOS) or 2.25% (16+ YOS) of base pay into Retiree Health Savings Account for employees hired after 1/1/13 (defined contribution plan).
 East Bay Regional Park District: POA only eligible for PEMHCA minimum retiree health benefit (\$122/month in 2015) which has a normal cost of 1.0% in most recent GASB 45 actuarial valuation report.
 El Cerrito: Employees may continue health coverage in retirement at their own expense (potential implied subsidy, but no direct City contribution).

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KPPCSD
 Title: Police Officer
 Analysis Date: 6/30/2015

Survey Agency	Comparable Classification	EPMC				Insurance				Total Insurance	Total Comp	Rank		
		Top Step Base	POST Pay/Educ. Incent.	Uniform Allowance	Longevity (20 YOS)	(%)	(\$)	Health	Dental				Vision	OPEB
Broadmoor Police Protection District	Police Officer	\$7,466	\$560	\$0	\$0	9.0%	\$722	\$1,700	\$0	\$0	\$0	\$1,700	\$10,448	2
Central Marin Police Authority	Police Officer	\$6,929	\$346	\$0	\$0	0.0%	\$0	\$1,858	\$167	\$0	\$156	\$2,181	\$9,456	4
East Bay Regional Park District	Police Officer	\$7,093	\$532	\$92	\$0	6.0%	\$463	\$1,750	\$196	\$0	\$71	\$2,016	\$10,196	3
KPPCSD	Police Officer	\$8,641	\$498	\$67	\$167	9.0%	\$664	\$1,858	\$203	\$30	\$449	\$2,539	\$10,575	1
	Median (Excluding KPPCSD) Variance from Median	\$7,093 -6.37%						\$8,180 -1.76%					\$10,196 3.71%	
	Average (Excluding KPPCSD) Variance From Average	\$7,163 -7.28%						\$8,068 -0.39%					\$10,033 5.40%	

Notes:

Broadmoor Police Protection District: District contributes \$1,700/month per employee to Union run Health & Welfare Trust (includes health, dental, vision, retiree health, and life insurance).
 Central Marin Police Authority: Authority contributes 2.0% (1-15 YOS) or 2.25% (16+ YOS) of base pay into Retiree Health Savings Account for employees hired after 1/1/13 (defined contribution plan).
 East Bay Regional Park District: POA only eligible for PEMHCA minimum retiree health benefit (\$122/month in 2015) which has a normal cost of 1.0% in most recent GASB 45 actuarial valuation report.

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KPPCSD
 Title: Police Officer
 Analysis Date: 6/30/2015

Survey Agency	Comparable Classification	Top Step Base	POST Pay	Uniform Allowance	Longevity (20 YOS)	EPMC		Insurance				Wages + EPMC	Total Insurance	Total Comp
						(%)	(\$)	Health	Dental	Vision	OPEB Normal Cost			
El Cerrito	Firefighter	\$8,213	N/A	\$60	N/A	0.0%	\$0	\$1,989	\$177	\$0	\$300	\$8,273	\$2,466	\$10,739
KPPCSD	Police Officer	\$6,641	\$498	\$67	\$167	9.0%	\$664	\$1,858	\$203	\$30	\$449	\$8,036	\$2,539	\$10,575
	Variance (\$)	-\$1,572										-\$237		-\$164
	Variance (%)	-19.14%										-2.87%		-1.53%

Notes:

Kensington Police Officers' Association
 3-10-2016 Board Session
 Wage & EP/EC Contribution Comparison

Term	Kensington		Moraga		Tiburon		Belvedere		Clayton		Ross	
	7/1/14 - 6/30/17	7/1/15 - 6/30/17	7/1/15 - 6/30/16	7/1/15 - 6/30/16	7/1/15 - 6/30/18	7/1/15 - 6/30/18	7/1/15 - 6/30/18	7/1/15 - 6/30/18	7/1/15 - 6/30/18	7/1/15 - 6/30/19	7/1/15 - 6/30/19	7/1/15 - 6/30/19
FY2015	0%											
FY2016	3.0% (3/1/16) + \$1,000 lump sum -2.0% EP/EC (3/1/16)	3.25% + 1.0% (7/1/15) -1.0% ER cost share (7/1/15)	6.0% (7/1/15) -3.0% ER cost share (7/1/15)	1.0% (7/1/15)	4.0% (7/6/15) -3.0% EP/EC (7/6/15)	3.5% (1/1/16) + \$850 lump sum -1.5% EP/EC (1/1/16) \$50/mo EE contribution (1/1/16)						
FY2017	3.0% (3/1/17) -2.0% EP/EC (3/1/17) \$85/mo EE contribution (1/1/17) \$125/mo EE contribution (6/30/17)	3.25% + 1.0% (7/1/16) -1.0% ER cost share (7/1/16)	3.0% (7/1/16)		4.0% (7/4/16) -3.0% EP/EC (7/4/16)	3.5% (7/1/16) -1.5% EP/EC (7/1/16) \$75/mo EE contribution (7/1/16)						
FY2018			CPI up to 3.0% (7/1/17)		4.0% (7/3/17) -3.0% EP/EC (7/3/17)	3.5% (7/1/17) -1.5% (7/1/17) \$90/mo EE contribution (7/1/17)						
FY2019						3.5% (7/1/18) -1.5% (7/1/18) \$105/mo EE contribution (7/1/18)						
Contract Term Average Annual Net Gain, Excluding Health	+0.66% (1.0% over 2-years)	+3.25%	3.00%	+1.0%	+1.0%	+2.0%						

Kensington Police Officers' Association (Excludes General Manager/Chief of Police)
 MOU Costing
 3-10-2016 Analysis

	FY2015-16 Budget	FY2015-16 Forecast ¹	FY2016-17 Forecast ²	FY2017-18 Forecast ³	FY2018-19 Forecast ³
Wages					
Wages Non-PEPRA (Base, Educ Inc, Long, Holiday)	\$761,949	\$768,282	\$790,564	\$812,795	\$814,195
Wages PEPRA (Base, Educ Inc, Long, Holiday)	\$50,619	\$51,334	\$77,250	\$83,100	\$87,725
Uniform Allowance (9 @ \$800)	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Non-Recurring, One-Time Payment (9 @ \$1,000)	\$0	\$9,000	\$0	\$0	\$0
Total Wages	\$819,768	\$835,816	\$875,014	\$903,095	\$909,120
Benefits					
Medical Insurance - Active (Health Only) ⁴	\$133,119	\$133,119	\$139,775	\$146,764	\$154,102
Medical Insurance - Retired (Health Only) ⁴	\$148,854	\$148,854	\$156,297	\$164,112	\$172,317
Medical Insurance - Trust (Health Only) ⁴	\$31,642	\$31,642	\$33,224	\$34,885	\$36,630
CalPERS Benefits					
Employer Normal Rate	\$151,854	\$153,159	\$170,943	\$176,104	\$177,278
Employer UAAL + Side Fund	\$204,742	\$204,742	\$229,208	\$262,557	\$189,857
Employer Paid Member Contribution	\$69,223	\$69,793	\$71,799	\$73,800	\$73,926
Medicare (1.45%)	\$11,887	\$12,119	\$12,688	\$13,095	\$13,182
Total Benefits	\$751,321	\$753,429	\$813,933	\$871,316	\$817,292
Total Wages + Benefits	\$1,571,089	\$1,589,245	\$1,688,947	\$1,774,411	\$1,726,411
Employee Concessions					
EPMC	--	(\$5,165)	(\$21,252)	(\$32,768)	(\$32,824)
Active Health Savings	--	\$0	(\$4,590)	(\$13,500)	(\$13,500)
Retiree Health Savings - Pay-Go	--	\$0	(\$6,630)	(\$19,500)	(\$19,500)
Retiree Health Savings - ARC (Estimate)	--	\$0	(\$4,000)	(\$8,000)	(\$8,000)
Total Wages + Benefits with Concessions	\$1,571,089	\$1,584,080	\$1,652,475	\$1,700,643	\$1,652,588
Year-over-Year Increase (\$)		\$12,991	\$68,394	\$48,169	(\$48,056)
Year-over-Year Increase (%)		0.83%	4.32%	2.91%	-2.83%

¹ Reflects 3.0% wage increase, 2.0% reduction in EPMC effective 3/1/2016, and \$1,000 non-recurring lump sum.
² Reflects 3.0% wage increase, additional 2.0% reduction in EPMC effective 3/1/2017, and 6 months of healthcare contributions at \$85/month.
³ MOU expires halfway through FY2017-18. As such, analysis reflects no wage increase or EPMC reduction. Reflects ongoing savings of \$125/month health contribution.
⁴ Includes 5.0% year-over-year growth in active and retiree health premiums.

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Kensington Police Officers' Association
 Old TA v. New Package Proposal
 3/10/2016 Board Session

	7/1/2014		1/1/2015		7/1/2015		3/1/2016		7/1/2016		1/1/2017		3/1/2017		6/30/2017		7/1/2017		Cumulative Change	MOU Start Date	MOU End Date	Term (Years)	
Old Tentative Agreement																							
Wages	-		3.75%	3.75%	3.75%	-	-	4.25%	4.25%	-	-	-	-	-	-	-	-	4.25%	16.98%	1/1/2015	6/30/2018	3.5	
EPMC	-		-3.00%	-3.00%	-3.00%	-	-	-3.00%	-3.00%	-	-	-	-	-	-	-	-	-3.00%	-12.00%				
Health	-																		0.00%				
No Change																							
Net => 5.0%																							

	7/1/2014		1/1/2015		7/1/2015		3/1/2016		7/1/2016		1/1/2017		3/1/2017		6/30/2017		7/1/2017		Cumulative Change	MOU Start Date	MOU End Date	Term (Years)	
New Package Proposal																							
Wages	-		-	-	-	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	6.09%	7/1/2014	12/31/2017	3.5	
EPMC	-		-	-	-	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-4.00%				
Health	-		-	-	-														-1.77% ¹				
Net => 0.32%																							

¹ Converted to percentage of base wage for top step Police Officer to facilitate comparison (\$125 / \$7,045.63 = 1.77%).

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KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

Date: April 14, 2016
TO: KPPCSD Board
FROM: Kevin E. Hart, Interim General Manager
Subject: **Item 8b-Body Worn Cameras & Automated License Plater Readers**

This staff report will discuss two separate items of potential interest to the residents of Kensington. The discussion is for informational purposes only at this time. However, based on comments from the Board of Directors and/or the public, there may be interest to conduct further research, hold public forums, and provide the Board with potential options for possible implementation.

Kensington Police Body Cameras:

The recent emergence of body camera footage in the media, combined with the advancement of technology, improved ease of use, reliability, and overall quality of these systems, has prompted agencies of all sizes, to consider implementing such technology. As a result, it is not hard to envision this technology may well be ubiquitous in the near future.

There is certainly a feeling from the public and many law enforcement officers that body cameras can only be a positive step to providing greater transparency, more accountability, and better behavior by all parties, during contact between law enforcement and the public it serves. Many believe body cameras will reduce citizen complaints, identify training issues, better document crime scenes, and shed more transparency on use of force incidents.

There are challenges to implementing a body camera system such as officer and victim privacy. Furthermore, data storage needs are immense especially for a small agency such as KPD, and records cataloging could be challenging.

A collaboration must be struck between KPD and many groups in order to maintain healthy professional relationships. Some of these groups may include the District Attorney's Office, the Public Defender's Office, community leaders, and the Kensington Police Officer's Association. These collaborations are vital to policy development. Finally, there is a significant cost associated with the purchase, deployment, operation, and maintenance of the body camera equipment.

Included in this report is an example of one product from a potential provider of body cameras. There are many manufacturers of similar equipment and even multiple options are available from and given company, which will be thoroughly researched if directed to go forward.

Our primary focus in presenting this information is to evaluate the level of interest among all affected parties in an effort to explore the feasibility of body worn cameras for Kensington Police Officers.

If the KPPCSD and the community determine this to be a worthwhile endeavor our next steps will be to research and test various body camera equipment, determine more specific costs, and to begin formulating adequate policies and procedures, which best serve the public interest and the District.

The costs vary depending on whether the equipment is purchased or leased. The first year operating cost range from \$14,000 to \$20,000. There will be ongoing costs on a year basis.

Next steps;

1. Identify level of interest from the Board of Directors and the community
2. Hold public informational forums to explain and answer questions
3. Meet with community interest groups
4. Meet with Kensington POA
5. Develop policy & procedures
6. Identify possible funding sources

This list is not all inclusive.

Automated License Plate Readers

In an effort to address safety concerns in Kensington, the Kensington Police Department would like to explore the possibility of adding fixed automated license plate readers to several ingress points throughout the district. An Automatic License Plate Reader (ALPR) is an image-processing technology used to identify vehicles by their license plates. If a license plate that was read using this technology matches a stolen or wanted entry on a database, the license plate reader system will alert dispatch. This will significantly decrease the time it takes to search for suspect vehicles and can give us live updates on wanted and stolen vehicles.

Although these devices will read every license plate that passes by, the KPD policy will assure that officers would only be using this device for criminal investigation purposes. ALPR will usually be used after the fact, looking for license plates that may be connected to a crime. For example, if there were a burglary, officers would be able to search with system to determine which cars passed through Kensington during the same timeframe as the burglary. This would significantly increase the rate at which KPD officers would solve cases and seek justice for victims.

The Piedmont Police Department has added license plate readers to their multiple ingress points as well as multiple digital radar signs. Due to the addition of these devices, Piedmont Police Department has experienced a dramatic decline in motor vehicle thefts, burglaries, traffic collisions, and an overall reduction in crime. Most importantly, it has resulted in an increase in safety for their residents.

Many other local cities have video and/or LPR systems including San Pablo, Vallejo, Richmond, Fremont, and San Francisco. These communities have used LPR systems as an effective tool for promoting safety, and the KPD hopes to reap the same benefits.

ALPR's can be fixed mounted or installed onto police vehicles, with the similar capabilities. However, a vehicle mounted device allows for more flexibility in its location data recovery. Please see the attached for the costs associated with fixed or mobile ALPR devices.

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Reasons for LPR image processing technology:

- Patrol awareness multiplier: Allows officers to be in many places at once.
- Locating stolen vehicles.
- Locating vehicles involved in crime: Child Abductions, hit and run collisions, assault with deadly weapon, burglary.
- Deterring Burglars: Kensington has seen a recent rise property crimes.
- Other departments have solved homicides and numerous residential burglaries using this technology.


The costs vary depending on the number of actual cameras purchased, as well as if the cameras are fixed or mobile. The costs for two fixed cameras and one mobile is approximately \$54,000.00.

IGM/COP Hart would like to thank Corporal Stegman and Officer Wilkens for their research and development of this staff report.



Kevin E. Hart
Interim General Manager

AXON BODY 2



AXON BODY 2
A powerful platform
behind a simple camera

AXON BODY 2 SPECIFICATIONS

- WEATHER RESISTANCE** IP67 (IEC 60529)
- CORROSION RESISTANCE** MIL-STD-810G
- FIELD OF VIEW** 142 degrees
- OPERATING TEMPERATURE** -4 °F to 122 °F / -20 °C to 50 °C
- DROP TEST** 6 Feet
- HUMIDITY** 95% non-condensing
- WARRANTY** 1 year from date of receipt
- RECORDING CAPACITY** Up to 70 hours depending on resolution

AXON BODY 2 FEATURES AND BENEFITS

RETINA HD VIDEO: The industry's best low-light video now records in HD.

FULL-SHIFT BATTERY: 12+ hours

PRE-EVENT BUFFER: Capture up to 2 minutes before an event.

WIRELESS ACTIVATION: Axon Signal turns the camera on with lightbar and other sensor activation.

WI-FI VIDEO OFFLOAD: Axon Body 2 is capable of wireless offload to the cloud.

OPTIONAL MUTE: Ability to disable audio in the field to support dual party consent.

IN-FIELD TAGGING: Add a marker to important points in your video.

UNMATCHED DURABILITY: Built to withstand extreme weather and brutal conditions.

ADVANCED SECURITY: Evidence is encrypted at rest on the camera to protect data at all times.

RAPIDLOCK MOUNTS: Versatile mounts keep the camera steady during tough situations.

MOBILE APP: Stream, tag, and replay videos right on your phone with Axon View.



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AXON/Evidence.com Options

Hardware/Software/Services

Axon Body 2	\$ 399.00
Axon Body 2 2-Year Extended Warranty	\$ 199.95
Axon Body 2 TAP (Per Camera/Year)	\$ 204.00
Evidence.com Dock 6-Bay	\$ 1,495.00
Unlimited License (1 Year)	\$ 948.00
Professional License (1 Year)	\$ 468.00
Basic License (1 Year)	\$ 180.00
RMS Integration License (User/Year)	\$ 180.00
Body Cam Storage per GB (1 Year)	\$ 0.75
Professional Services (Day 1)	\$ 2,500.00

Docking Stations at no cost (Unlimited)

Option 1

Unlimited

Quantity	Amount
15	\$ 5,985.00
-	Included
-	Included
2	\$ 2,990.00
15	\$ 14,220.00
-	N/A
-	N/A
0	\$ -
Unl't Storage	Included
0	\$ -
Aggregate Total	\$ (2,990.00)

Due in Year 1	\$ 20,205.00
Due in Year 2	\$ 14,220.00
Due in Year 3	\$ 14,220.00
Due in Year 4	\$ 14,220.00
Due in Year 5	\$ 14,220.00
Aggregate Total	\$ 77,085.00

Included

Camera Hardware**
All Pro licenses (full system access)
Unlimited HD Axon Device Storage
Optional: Docking Station & Warranties
Camera Warranty for length of contract
Camera Upgrade at 2.5 & 5 yrs (TAP)
Optional: Dock Upgrade at 2.5 & 5 years (TAP)
20 GB/License Non-Axon storage

Option 2

Tiered Licences

Quantity	Amount
15	\$ 5,985.00
-	N/A
-	N/A
2	\$ 2,990.00
-	N/A
1	\$ 468.00
15	\$ 2,700.00
0	\$ -
2500	\$ 1,875.00
0	\$ -
Aggregate Total	\$ 34,190.00

Due in Year 1	\$ 14,018.00
Due in Year 2	\$ 5,043.00
Due in Year 3	\$ 5,043.00
Due in Year 4	\$ 5,043.00
Due in Year 5	\$ 5,043.00
Aggregate Total	\$ 34,190.00

Camera Hardware**

Tiered Licences
Storage Added A La Carte
Optional: Docking Stations
Camera Warranty : 1 year included

**All quotes are based on the agency making the purchase of the actual cameras and associated licenses. The mock quotations built with this tool are not legally binding.

3M Traffic Safety and Security Division



Ingenious Solutions for a Secure World

Automatic License Plate Recognition Technology
for the safety of our communities



GLOBAL INDUSTRY LEADING TECHNOLOGY

Designed and manufactured in house for over 20 years, 3M Traffic Safety and Security Division boasts an expansive automatic license plate recognition product line filled with industry leading technology. Our hardware reliability and software accuracy coupled with dependable service has led to the deployment of 3M™ ALPR systems in over 50 countries.



FULL SPECTRUM OF SOLUTIONS Trusted Technology from 3M

Our complete line of ALPR hardware and software has been deployed in many applications around the world, helping customers increase productivity, stop criminal activity, and even collect data for traffic analysis. Whatever your goal, 3M has the solution you've been looking for:

- **CAMERAS**—Available for fixed or mobile deployments, 3M cameras feature unique technologies to enhance read accuracy by suppressing ambient light such as headlights and bright sunlight.
- **HARDWARE**—Engineered and tested specifically for use with 3M ALPR systems, our rugged processors and accessory components provide unmatched durability.
- **SOFTWARE**—An array of software packages add analytical functionality and reporting capability to a wide variety of applications including law enforcement, tolling, congestion charging, access control, and parking.
- **SERVICES**—Offering on-site installation, training, consultation, and much more, 3M is committed to the success of your deployment.



The Long Beach Police Department's ALPR system has been a huge asset to the department and has been one of the primary systems utilized by both patrol officers and detectives to solve crime.

On the patrol side, our ALPR system has read over 50M plates, led to over 500 arrests, assisted in the recovery of over 2500 stolen vehicles and led to the impoundment of over 7000 parking scofflaws' vehicles. Over \$3.4M in outstanding parking revenue is attached to those vehicles!

On the investigation side, the 3M ALPR system has been and continues to be, an invaluable technology for our detectives. From identifying and locating hit and run vehicles to placing homicide suspects at the scene of the crime, it can all be done with ALPR. Our department is using the investigative side of the technology as much, or even more than the patrol side.

— Lieutenant Christopher Morgan, Long Beach Police Department





ALPR APPLICATIONS

Solve Your Road Dilemmas

- **AVERAGE SPEED ENFORCEMENT**—Paired or grouped cameras calculate speeds to aid in the decongestion of high traffic roads or increase safety in construction or school zones.
- **INTELLIGENT TRANSPORTATION SYSTEMS**—Specialized ALPR software helps solve a variety of road dilemmas including tolling enforcement and congestion charging, as well as unique applications like bus lane enforcement and traffic data collection.
- **LAW ENFORCEMENT AND SECURITY**—ALPR is the force multiplier assisting agencies around the world with stolen vehicle recovery and drug enforcement, while providing a plethora of investigative tools.
- **PARKING**—Provides automated parking facility management and security for airports, hospitals, universities, arenas, and stadiums.

ALPR WITH 3M LICENSE PLATE TECHNOLOGY

In 1947, 3M introduced the first reflective materials for license plates. Since that time, the 3M reputation for quality products has expanded globally and today, 3M reflective license plate materials are utilized on vehicles around the globe. Our historical market knowledge and government relationships provide 3M ALPR customers with a unique advantage. As license plate reissues occur, our team of 3M scientists and optical character recognition (OCR) engineers are positioned to be at the forefront of those decisions, helping to ensure new license plate designs are chosen with ALPR capabilities in mind. This provides 3M OCR engineers the ability to quickly incorporate these new design components at the state, regional, or even national level.



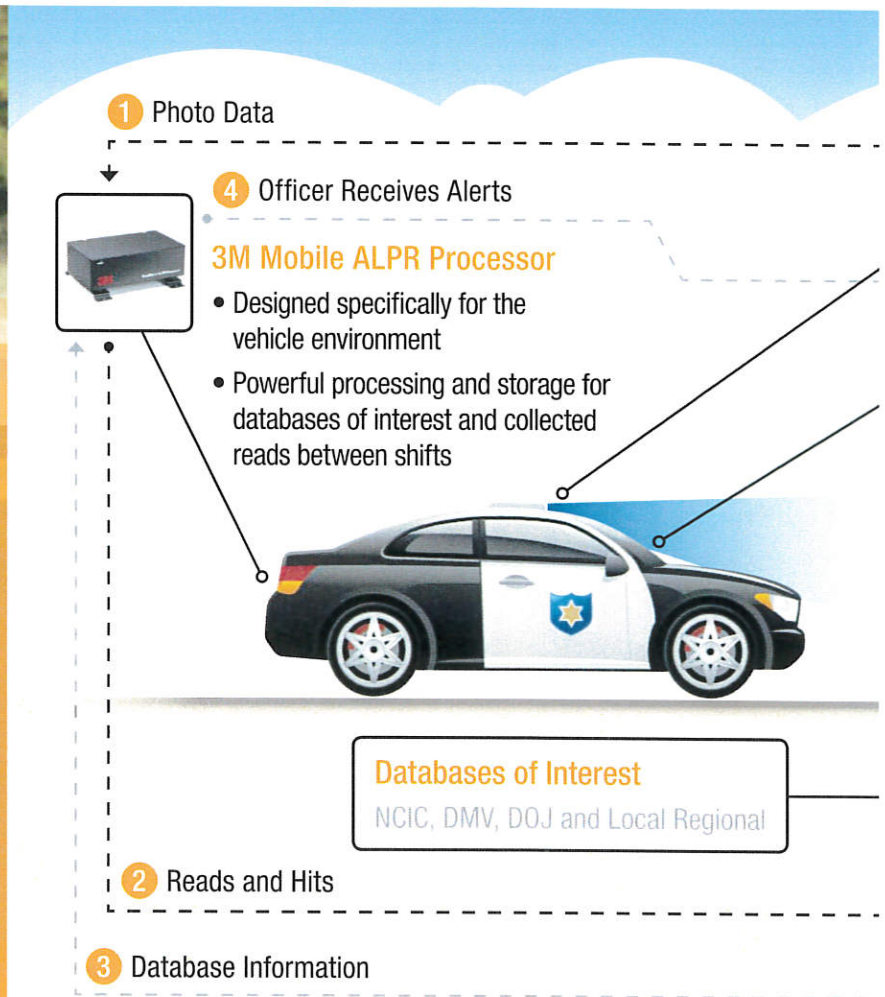
An
Invaluable Technology
for Our Detectives

— Lieutenant Christopher Morgan, Long Beach Police Department



3M ALPR

THE FORCE MULTIPLIER
INCREASING OFFICER
PRODUCTIVITY AND
SAFETY WITH EVERY
DEPLOYMENT



3M™ MOBILE ALPR SYSTEMS

Proactive, Preventative Enforcement

3M Mobile ALPR Systems assist on-street patrol officers checking for criminal activity by capturing and analyzing license plates against known databases. This compact, rugged system has been IP67 certified and mounts securely below the lightbar for limited visual interference.

Features and Benefits

- Offers high resolution coverage for a full lane of traffic with up to two concurrent vehicles in the field of view.
- Instantly checks captured plates against one or more databases of interest to immediately alert officers of hits.
- Increases spatial awareness for improved officer safety.
- Enhances proactive, preventative enforcement by enabling more intelligent investigations and data sharing across jurisdictions.
- 3M™ Back Office System Software stores all collected data in a central location to support data analysis, data queries and reporting for law enforcement investigations (in accordance with each jurisdiction's data retention policy).



Applications

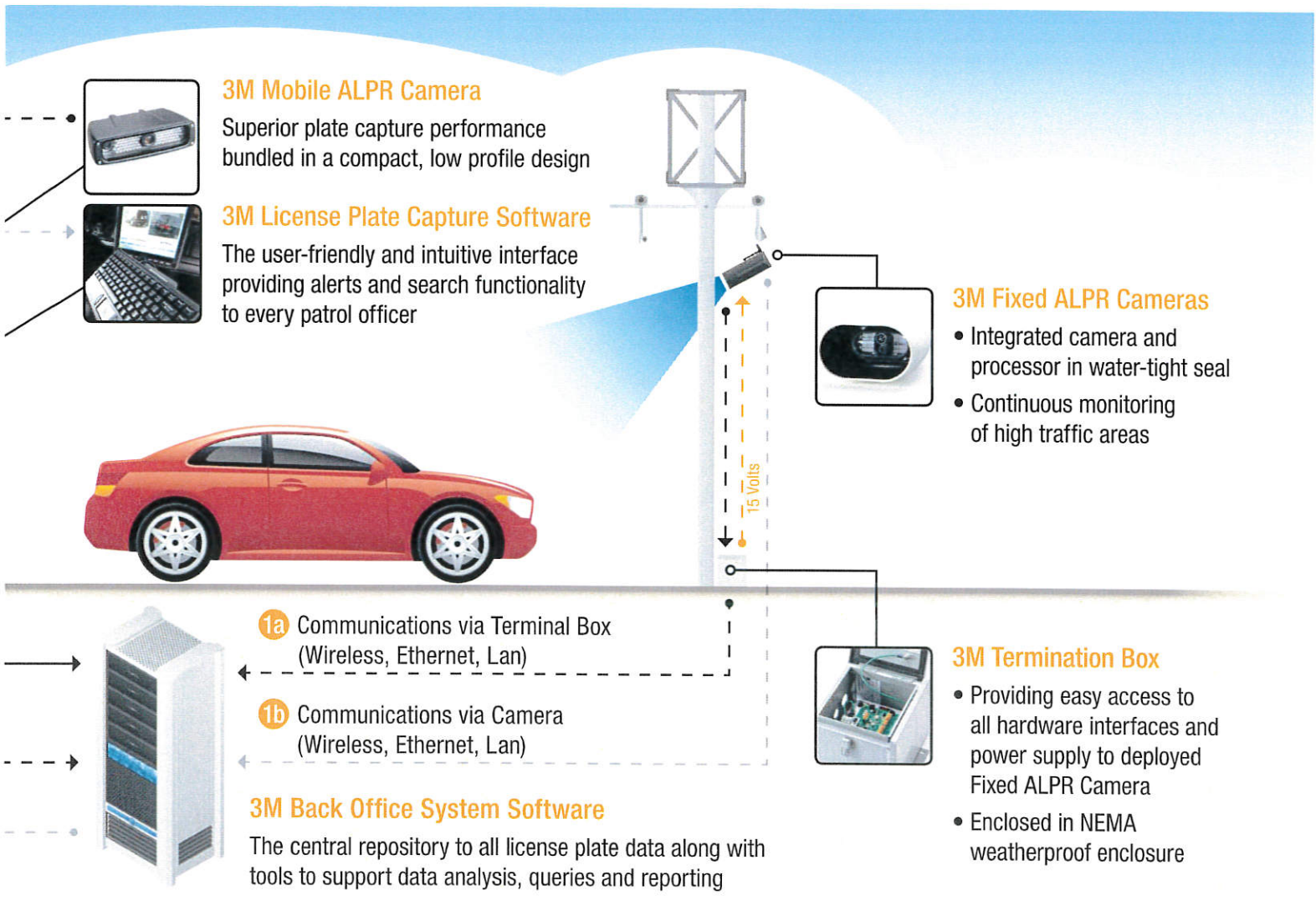
Public safety for high crime areas with large volumes of local traffic

On-street enforcement of:

- Stolen Vehicles
- Amber Alerts
- Unregistered Vehicles
- Wanted Criminals
- Parking Violations
- Bolos



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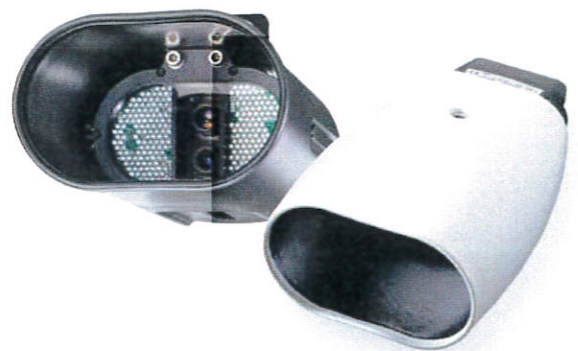
3M™ FIXED ALPR SYSTEMS

A Fully Integrated Solution

3M Fixed ALPR Systems provide an array of cameras designed to fit the needs of many applications. Each system is highly configurable providing more than one average U.S. road lane coverage.

Features and Benefits

- Continuous surveillance of high-traffic areas.
- Monitoring areas of high criminal activity at a safe distance.
- Enables rapid, efficient, and appropriate deployment of resources.
- Fully integrated cameras are rugged and compact, incorporating the fixed ALPR camera, illuminator and processor within a single sealed enclosure.
- Identification and real-time enforcement of frequent toll violators.



Applications

High Occupancy Toll (HOT) lanes	Access control
Congestion charging	Infrastructure monitoring
Traffic data collection for analysis of road usage	Travel time management
Parking management	Continuous surveillance of high speed or high-crime areas
Speed enforcement	



INTELLIGENCE THROUGH INNOVATIVE TECHNOLOGY

3M captures the spark of new ideas and transforms them into thousands of ingenious products. Our culture of creative collaboration inspires a never-ending stream of powerful technologies that make life better. 3M is the innovation company that never stops inventing. With \$30 billion in sales, 3M employs 88,000 people worldwide and has operations in more than 70 countries.

Our presence in the Automatic License Plate Recognition (ALPR) industry is no different. Offering superior technology, creative designs, quality manufacturing, and reliable support, 3M offers unmatched ALPR solutions for the success of our customers. This effective tool provides accurate and timely information and allows users to make quick and well informed decisions. Today, 3M™ ALPR Systems are providing positive results for numerous applications across a wide range of industries including:



For more information, visit www.3M.com/mvss or contact the 3M Customer Contact Center at 1-877-777-3571

Warranty, Limited Remedy, and Disclaimer: Many factors beyond 3M's control and uniquely within user's knowledge and control can affect the use and performance of a 3M product in a particular application. User is solely responsible for evaluating the 3M product and determining whether it is fit for a particular purpose and suitable for user's method of application. Unless a different warranty is specifically stated on the applicable 3M product packaging, product literature, terms of sale or software license agreement, 3M warrants that (i) the 3M product will be free from substantial defects in material and workmanship under normal use and service, wear and tear excepted, for one (1) year from the original date of purchase, and (ii) for software products, for ninety (90) days from the original date of purchase, the software will materially perform the functions described in the accompanying documentation. 3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. If the 3M product does not conform to this warranty, then the sole and exclusive remedy is, at 3M's option, repair or replacement of the 3M product or refund of the purchase price.

Limitation of Liability: Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability.



Traffic Safety and Security Division
3M Center, Building 235-3A-09
P.O. Box 33225
St. Paul, MN 55133-3225
www.3M.com/mvss

3M United Kingdom plc
3M Centre
Cain Road
Bracknell
Berkshire I RG12 8HT
United Kingdom

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October, 2013

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Traffic Safety and Security Division

3M™ Fixed Wide Lane ALPR Camera (P492)

Features:

- Supports 3.5G, GPRS, and EDGE wireless connectivity (optional)
- 44 high power LEDs with various beam width options
- Single cable used for power, Ethernet, serial, trigger, and streamed color video
- High definition sensor and increased processing power

Benefits:

- High quality image resolution and accurate performance
- Metal housing for longevity in a variety of operating environments
- Coverage for 14 ft (4.3m) of US traffic lanes

Overview:

The newest member of the 3M fixed camera family, the 3M™ Fixed Wide Lane ALPR Camera sets itself apart with its unique performance capabilities. This fully-integrated ALPR unit captures multiple license plates in the same field of view across 14 feet of US freeway traffic lanes. It is designed to utilize smaller, high power LEDs and provides the best color overview image resolution offered by 3M ALPR cameras.

The 3M Fixed Wide Lane ALPR Camera incorporates camera(s), illuminator, and image processing within a single water tight, sealed enclosure and uses a multi-exposure technique, commonly referred to as “Triple-flash” technology, to effectively suppress ambient light such as headlights and bright sunlight. This helps to reduce the image exposure differences caused by plate-to-plate quality variations. It is fully web-enabled and can be configured and monitored from a standard web-browser while the flexible interface allows external devices such as radar, weigh-in-motion or ticketing systems to trigger the camera.



Specifications	
Dimensions (LxWxH)	15.7" x 7.9" x 4.7" (39.9 cm x 20 cm x 11.9 cm) (including hood) 8.7" or 9.8" x 6.5" x 3.6" (22 cm or 16.5 cm or 9.1 cm) (length dependent upon focal length of lens) (excluding hood)
Weight	5.62 lbs (2.5 kg) (including hood) 3.64 lbs (1.7 kg) (excluding hood)
Resolution	2048 x 720 pixels (IR and color channels)
Field of view	14 feet/4.3 meters
Frame rate	50 frames/second
Power consumption	40 Watts (typically) 35V-60V (48V nominal)
Operating system	Embedded Linux
Operating temperature*	-15°C to 60°C
Enclosure	IP67
Illumination	Effective range: up to 60ft (18.2 m) Wavelength: 850 nm, 940 nm, 810 nm, 750 nm
Video output	Hardware MJPEG streaming of the video

*IEC/EN 60950-22 compliant to -15°C. 3M verified to continuously read license plates at -40°C.

PRODUCT USE STATEMENT

Product Use: Many factors beyond 3M's control and uniquely within user's knowledge and control can affect the use and performance of a 3M product in a particular application. Given the variety of factors that can affect the use and performance of a 3M product, user is solely responsible for evaluating the 3M product and determining whether it is fit for a particular purpose and suitable for user's method of application.

Warranty, Limited Remedy, and Disclaimer: Many factors beyond 3M's control and uniquely within user's knowledge and control can affect the use and performance of a 3M product in a particular application. User is solely responsible for evaluating the 3M product and determining whether it is fit for a particular purpose and suitable for user's method of application. Unless a different warranty is specifically stated on the applicable 3M product packaging, product literature, terms of sale or software license agreement, 3M warrants that (i) the 3M product will be free from substantial defects in material and workmanship under normal use and service, wear and tear excepted, for twelve (12) months from the date of shipment, and (ii) for software products, for twelve (12) months from the date of shipment, the software will materially perform the functions described in the accompanying documentation. **3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE.** If the 3M product does not conform to this warranty, then the sole and exclusive remedy is, at 3M's option, repair or replacement of the 3M product or refund of the purchase price.

Limitation of Liability: Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability.

Disclaimer: Use of system components (cables, power supplies, connectors, fasteners, or support brackets) other than those recommended by 3M, may compromise product performance, will invalidate 3M EMC (Electromagnetic Compatibility) and safety certifications and voids 3M warranty.



Traffic Safety and Security Division
3M Center, Building 0225-04-N-14
St. Paul, MN 55144-1000 USA

Web 3M.com/mvss

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August 2015

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ESTIMATE

ODIN SYSTEMS INC. CA

3047 UNIVERSITY AVE. STE. 302
SAN DIEGO, CA 92104

DATE	ESTIMATE #
4/8/16	1447



BILL TO:			
Kensington Police Department Officer Stephanie Wilkens 217 Arlington Avenue Kensington, CA 94707		TERMS	PROJECT
		Due on receipt	Fixed 3M/ Mobile

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Arlington Ave/ Amherst see below			
3M-75-0302-5323-3	P492 810NM 50/25 8GB W/HOOD (P492) 3M Fixed Wide Lane ALPR Camera provides IR and color overview image capture capabilities.	2	11,000.00	22,000.00
3M-75-0302-3739-2	DIGI Cellular Router for 3M™ Mobile ALPR Systems or 3M™ Fixed Cameras. Customer must denote a cellular provider (Verizon, AT&T, etc). Cellular service is NOT included and the monthly cost is the responsibility of the customer.	2	2,000.00	4,000.00
3M-75-0302-2045-5	TBOX DL 16x10x6 0-15V 1-48V 1 P492	2	1,300.00	2,600.00
3M-75-0302-2230-3	Mounting Bracket needed for Fixed Cameras (P392+, P492, and P382)	2	850.00	1,700.00
Misc. Hardware	Includes all cabling, miscellaneous hardware, and connectors	1	200.00	200.00
Pre Config	Manufacturing, Assembly, and testing hardware	2	150.00	300.00
Installation	Installation of hardware	10	170.00	1,700.00
Programming	Software and hardware programming	4	190.00	760.00
Note	All material is to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders. Exclusions: Permit Fees or Inspections		0.00	0.00
3M-75-0302-2007-5	2 Camera Mobile car system Mobile ALPR System with (2) P634 cameras, (1) processor, in-Car software (LPCS), GPS, and cables	1	13,400.00	13,400.00
3M-75-0302-3688-1	2 CAM MOUNTING KIT - TBD	1	1,550.00	1,550.00
Misc. Hardware	Includes all cabling, miscellaneous hardware, and connectors	1	200.00	200.00
Installation	Installation of hardware	8	170.00	1,360.00

PHONE #	FAX #	WEB SITE	SALES TAX (8.5%)
619-955-5500	562-684-0701	www.odinsystems.com	TOTAL

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ODIN SYSTEMS INC. CA

3047 UNIVERSITY AVE. STE. 302
 SAN DIEGO, CA 92104

ESTIMATE

DATE	ESTIMATE #
4/8/16	1447



BILL TO:
Kensington Police Department Officer Stephanie Wilkens 217 Arlington Avenue Kensington, CA 94707

TERMS	PROJECT
Due on receipt	Fixed 3M/ Mobile

ITEM	DESCRIPTION	QTY	COST	TOTAL
Note	All material is to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders. Exclusions: Permit Fees or Inspections		0.00	0.00

PHONE #	FAX #	WEB SITE	SALES TAX (8.5%)	\$3,880.25
619-955-5500	562-684-0701	www.odinsystems.com	TOTAL	\$53,650.25

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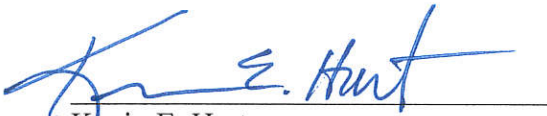
KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

Date: March 10, 2016
TO: KPPCSD Board
FROM: Kevin E. Hart, Interim General Manager
Subject: **Item 8c-Possible change in agenda structure**

The Board will discuss possibly changing the order in which it takes public comment for items not on the agenda.

General Manager Recommendation: Discuss the item, and take public comment. Informational item.

Fiscal Impact: None



Kevin E. Hart
Interim General Manager

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