

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

AGENDA

A Special meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held Thursday, December 10, 2009, 6:00 P.M., at the Community Center, 59 Arlington Avenue, Kensington, California.

Note: All proceedings of this meeting will be tape recorded and times are estimates except for those proceedings conducted in closed session.

Roll Call
Public Comments
Board Member/Staff Comments

DISTRICT- CLOSED SESSION

1. The Board will enter into closed session for a follow up discussion Chief Harman's employment evaluation. pg 3

DISTRICT- OPEN SESSION

APPROVAL OF CONSENT CALENDAR

- a) Minutes of the Regular Meeting November 12, 2009. pg 4
- b) Profit & Loss Budget Performance Reports for November 2009. pg 5
- c) Board Member Reports.
- d) Correspondence
- e) Police Department Update. pg 10
- f) Monthly Calendar
- g) Recreation Report
- h) General Manager Update. pg 20

DISTRICT – OLD BUSINESS

1. Presentation by Brown Taylor, Special Employee to the District, of the final *Kensington Police Protection and Community Services District Staff Report on Feasibility Study for Outsourcing Police Services by Contract with the El Cerrito Police Department* for review, discussion, and action by the Board. pg 23
2. Board President Chuck Toombs will present the latest lease agreement proposed by the Kensington Fire Protection District for the lease of the Public Safety Building to the Board for discussion and possible action. pg 102
3. Director John Stein will request for discussion and possible action a review of the District's projected five year financial forecast and recommendations for next steps to be taken. Board Action. pg 113
4. General Manager Greg Harman will present the Board with a Kensington Park Restroom Project Timeline and provide an update to the progress on the project. Board discussion and action. pg 129

DISTRICT - NEW BUSINESS

1. Fiscal impact of a consolidation/ merger of the Kensington Fire Protection District (KFPD) and the Kensington Police Protection and Community Services District (KPPCSD). Possible Board action directing the General Manager to explore the LAFCO application process. pg 132
2. Nominations for and the election of Board Officers for Calendar Year 2010. Board Action. pg 144
3. The Board President will ask for Board Member requests for assignments for Calendar Year 2010. Board Action. pg 145

ADJOURNMENT
General Information
Accessible Public Meetings

NOTE: UPON REQUEST THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT WILL PROVIDE WRITTEN AGENDA

MATERIALS IN APPROPRIATE ALTERNATIVE FORMATS, OR DISABILITY-RELATED MODIFICATION OR DISABILITIES TO PARTICIPATE IN PUBLIC MEETINGS. PLEASE SEND A WRITTEN REQUEST, INCLUDING YOUR NAME, MAILING ADDRESS, PHONE NUMBER AND A BRIEF DESCRIPTION OF THE REQUESTED MATERIALS AND PREFERRED ALTERNATIVE FORMAT OR AUXILIARY AID OR SERVICE AT LEAST 10 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

DISTRICT SECRETARY STEPHANIE FRIES, 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.

CLOSED SESSION

#1 - The Board will enter into closed session for a follow up discussion Chief Harman's employment evaluation.

CONSENT CALENDAR

- **Minutes** - The minutes of the November 12, 2009 meeting will be included in the January Agenda Packet.
- **Profit & Loss Budget Performance**
- **Board Member Reports**
- **Correspondence**
- **Police Department Update**
- **Monthly Calendar**
- **Recreation Report**
- **General Manager Update**

KPPCSD
Profit & Loss Budget Performance
 November 2009

	Nov 09	Budget	% of Budget	Jul - Nov 09	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense							
Income							
401 · Levy Tax	0.00	0.00	0.0%	1,224,774.34	1,267,315.09	96.64%	1,279,315.09
402 · Special Tax-Police	0.00			0.00	680,340.00	0.0%	680,340.00
410 · Police Fees/Service Charges	0.00	250.00	0.0%	865.00	1,250.00	69.2%	3,000.00
415 · Grants-Police	0.00			39,575.20			
416 · Interest-Police	0.00			0.00	4,500.00	0.0%	18,000.00
418 · Misc Police Income	0.00	1,000.00	0.0%	4,587.86	5,000.00	91.76%	12,000.00
	0.00	1,250.00	0.0%	1,269,802.40	1,958,405.09	64.84%	1,992,655.09
424 · Special Tax-L&L	0.00			0.00	29,000.00	0.0%	29,000.00
426 · Park Donations	0.00			100.00			1,000.00
427 · Community Center Revenue	0.00	1,250.00	0.0%	6,839.00	6,250.00	109.42%	15,000.00
428 · Building E Revenue	0.00			6,000.00			
436 · Interest-Park/Rec	0.00			0.00	175.00	0.0%	700.00
438 · Misc Park/Rec Rev	0.00			395.00			
	0.00	1,250.00	0.0%	13,334.00	35,425.00	37.64%	45,700.00
448 · Franchise Fees	0.00			0.00	7,000.00	0.0%	21,000.00
456 · Interest-District	0.00			0.00	625.00	0.0%	2,500.00
458 · Misc District Revenue	0.00			1,567.00			
	0.00			1,567.00	7,625.00	20.55%	23,500.00
Total Income	0.00	2,500.00	0.0%	1,284,703.40	2,001,455.09	64.19%	2,061,855.09
Expense							
502 · Salary - Officers	68,440.94	77,078.33	88.79%	330,138.96	385,391.65	85.66%	924,940.00
504 · Compensated Absences	0.00			17,988.36	10,000.00	179.88%	10,000.00
506 · Overtime	7,046.56	2,500.00	281.86%	34,668.47	12,500.00	277.35%	30,000.00
508 · Salary - Non-Sworn	2,709.75	2,437.50	111.17%	14,466.50	12,187.50	118.7%	29,250.00
516 · Uniform Allowance	533.28	666.67	79.99%	2,766.39	3,333.35	82.99%	8,000.00
518 · Safety Equipment	750.00	208.33	360.01%	2,000.00	1,041.65	192.0%	2,500.00
521-A · Medical/Vision/Dental-Active	15,752.61	10,189.08	154.6%	45,782.30	50,945.40	89.87%	242,269.00
521-R · Medical/Vision/Dental-Retired	21,764.83	9,500.00	229.1%	50,509.95	47,500.00	106.34%	114,000.00
522 · Insurance - Police	1,654.74	1,016.67	162.76%	8,063.12	5,083.35	158.62%	12,200.00
523 · Social Security/Medicare	1,423.38	1,249.17	113.95%	6,493.15	6,245.85	103.96%	14,990.00
524 · Social Security - District	363.64	325.67	111.66%	1,955.57	1,628.31	120.1%	3,908.00
527 · PERS - District Portion	19,045.72	24,100.92	79.03%	100,740.04	120,504.56	83.6%	289,211.00
528 · PERS - Officers Portion	6,701.66	6,997.08	95.78%	32,688.60	34,985.40	93.44%	83,965.00
530 · Workers Comp	0.00			36,846.39	36,279.00	101.56%	46,279.00
	146,187.11	136,269.42	107.28%	685,107.80	727,626.02	94.16%	1,811,512.00
552 · Expendable Police Supplies	49.98	166.67	29.99%	958.47	833.31	115.02%	2,000.00
553 · Range/Ammunition Supplies	901.31			1,808.09	2,000.00	90.41%	2,000.00
562 · Vehicle Operation	2,879.99	3,000.00	96.0%	15,492.41	15,000.00	103.28%	36,000.00
564 · Communications (RPD)	0.00	9,380.00	0.0%	43,801.61	46,900.00	93.39%	112,560.00
566 · Radio Maintenance	0.00	366.67	0.0%	0.00	1,833.35	0.0%	4,400.00
568 · Prisoner/Case Exp./Booking	270.00	416.67	64.8%	899.17	2,083.31	43.16%	5,000.00

KPPCSD
Profit & Loss Budget Performance
 November 2009

	Nov 09	Budget	% of Budget	Jul - Nov 09	YTD Budget	% of Budget	Annual Budget
570 · Training	3,026.19	1,000.00	302.62%	6,245.56	5,000.00	124.91%	12,000.00
572 · Recruiting	43.68	637.50	6.85%	4,481.97	3,187.50	140.61%	7,650.00
574 · Reserve Officers	0.00	166.67	0.0%	2,194.01	833.35	263.28%	2,000.00
576 · Misc. Meals & Travel	0.00	250.00	0.0%	650.00	1,250.00	52.0%	3,000.00
580 · Utilities - Police	647.06	666.67	97.06%	3,714.20	3,333.31	111.43%	8,000.00
581 · Bldg Repairs/Maint.	0.00	166.67	0.0%	123.51	833.31	14.82%	2,000.00
582 · Expendable Office Supplies	348.75	500.00	69.75%	5,154.50	2,500.00	206.18%	6,000.00
588 · Telephone(+Rich. Line)	706.47	920.67	76.73%	4,098.28	4,603.35	89.03%	11,048.00
590 · Housekeeping	268.27	416.66	64.39%	2,476.55	2,083.34	118.87%	5,000.00
592 · Publications	0.00	250.00	0.0%	879.64	1,250.00	70.37%	3,000.00
594 · Community Policing	718.68	416.67	172.48%	2,238.90	2,083.35	107.47%	5,000.00
596 · WEST-NET/CAL I.D.	0.00			12,471.00	12,472.00	99.99%	12,472.00
598 · COPS Special Fund	3,749.69	2,622.50	142.98%	14,864.50	13,112.50	113.36%	31,470.00
	<u>13,610.07</u>	<u>21,344.02</u>	<u>63.77%</u>	<u>122,552.37</u>	<u>121,191.98</u>	<u>101.12%</u>	<u>270,600.00</u>
601 · Park & Rec Administrator	903.25	812.50	111.17%	4,823.00	4,062.50	118.72%	9,750.00
602 · Custodian	1,750.00	1,895.83	92.31%	8,750.00	9,479.15	92.31%	22,750.00
623 · Social Security/Medicare - Dist	0.00	62.17	0.0%	0.00	310.85	0.0%	746.00
	<u>2,653.25</u>	<u>2,770.50</u>	<u>95.77%</u>	<u>13,573.00</u>	<u>13,852.50</u>	<u>97.98%</u>	<u>33,246.00</u>
640 · Community Center Expenses							
642 · Utilities-Community Center	173.72	333.33	52.12%	173.72	1,666.65	10.42%	4,000.00
643 · Janitorial Supplies	118.30	1,500.00	7.89%	118.30	1,500.00	7.89%	1,500.00
646 · Community Center Repairs	0.00			0.00	400.00	0.0%	1,000.00
640 · Community Center Expenses - Other	81.38			81.38			
Total 640 · Community Center Expenses	<u>373.40</u>	<u>1,833.33</u>	<u>20.37%</u>	<u>373.40</u>	<u>3,566.65</u>	<u>10.47%</u>	<u>6,500.00</u>
650 · Building E Expenses							
658 · Bldg E Misc	0.00			-13.22			
Total 650 · Building E Expenses	<u>0.00</u>			<u>-13.22</u>			
660 · Annex Expenses							
662 · Utilities - Annex	139.34	41.67	334.39%	631.84	208.31	303.32%	500.00
Total 660 · Annex Expenses	<u>139.34</u>	<u>41.67</u>	<u>334.39%</u>	<u>631.84</u>	<u>208.31</u>	<u>303.32%</u>	<u>500.00</u>
672 · Kensington Park O&M	4,221.56	4,400.00	95.95%	20,697.95	22,000.00	94.08%	52,800.00
678 · Misc Park/Rec Expense	0.00	500.00	0.0%	2,581.25	1,000.00	258.13%	2,000.00
	<u>4,734.30</u>	<u>6,775.00</u>	<u>69.88%</u>	<u>24,271.22</u>	<u>26,774.96</u>	<u>90.65%</u>	<u>61,800.00</u>
810 · Computer Maintenance	403.55	1,266.67	31.86%	11,790.55	14,033.34	84.02%	22,900.00
820 · Cannon Copier Contract	0.00	458.33	0.0%	1,761.60	2,291.65	76.87%	5,500.00
830 · Legal (District/Personnel)	0.00	4,166.67	0.0%	24,831.65	20,833.35	119.19%	50,000.00
835 · Consultanting	16,888.50	833.33	2,026.63%	31,761.50	4,166.65	762.28%	10,000.00
840 · Accounting	1,620.00	1,144.45	141.55%	7,110.00	5,722.22	124.25%	21,800.00
850 · Insurance	0.00			0.00	30,000.00	0.0%	30,000.00
860 · Election	0.00			0.00			8,000.00
865 · Police Bldg. Lease	0.00	3,567.67	0.0%	1,535.68	17,838.35	8.61%	42,812.00
870 · County Expenditures	139.80			4,226.64	5,000.00	84.53%	18,600.00

KPPCSD
Profit & Loss Budget Performance
 November 2009

	Nov 09	Budget	% of Budget	Jul - Nov 09	YTD Budget	% of Budget	Annual Budget
890 · Waste/Recycle	1,123.65			33,300.58	27,500.00	121.09%	30,000.00
898 · Misc. Expenses/Lobbyist	0.00	779.17	0.0%	1,315.58	3,895.85	33.77%	9,350.00
	20,175.50	12,216.29	165.15%	117,633.78	131,281.41	89.6%	248,962.00
972 · Park Buildings Improvement	145.00			145.00			
	145.00			145.00			
	0.00			3.26			
Total Expense	187,505.23	179,375.23	104.53%	963,286.43	1,020,726.87	94.37%	2,426,120.00
Net Ordinary Income	-187,505.23	-176,875.23	106.01%	321,416.97	980,728.22	32.77%	-364,264.91
Other Income/Expense							
Other Expense							
710 · Bond Admin.	0.00			-53.22			
720 · Bond Principal	0.00			101,987.21			
730 · Bond Interest	0.00			32,331.87			
	0.00			134,265.86			
Total Other Expense	0.00			134,265.86			
Net Other Income	0.00	0.00	0.0%	-134,265.86	0.00	100.0%	0.00
Net Income	-187,505.23	-176,875.23	106.01%	187,151.11	980,728.22	19.08%	-364,264.91

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/Chief of Police

Date: Thursday, December 10, 2009

FORWARDED TO:

Subject: November 2009 Profit & Loss Variance Report

The following are the most significant budget variances for the month:

	Nov	Budgeted	Jul-Nov	YTD Budgeted
502 Salary-Officers	\$68,440	\$77,078	\$330,138	\$385,391

We continue to save on officer salaries as we maintain 9 sworn officers.

506 Overtime	\$7,046	\$2,500	\$34,668	\$10,000
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We continue to have an increase in overtime due to the 12 hour shifts and the need to pay overtime to cover for officers out sick, at training, or on vacation. However, the savings we have incurred as a result of not hiring to our authorized strength of 10 sworn officers has more than covered this increase in overtime.

Additionally, once Officer Ramos is on solo duty in January, we will be changing to a modified work schedule, with one patrol team going to a 4/10 plan and the other team remaining on a modified 3/12 plan. This new schedule will remove the 48 hours of built in overtime each month.

521A Medical	\$15,752	\$10,189	\$45,782	\$50,945
521R	\$21,764	\$9,500	\$50,509	\$47,500

Two months of premiums were paid this month.

527 PERS	\$19,045	\$24,100	\$100,740	\$120,504
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We continue to save on PERS expenses due to maintaining staff at 9 officers.

835 Consulting	\$16,888		\$31,761	\$10,000
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Brown Taylor's fees are \$21,761 over the \$10,000 amount budgeted for his services.

Note: For FY 2008-2009 and FY 2009-2010 combined Brown Taylor's fees to date total \$37,494.

865 Police Building			\$1,535	\$17,838
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We have not expensed this account for the lease because the contract has not been finalized at this time.

Greg Harman
General Manager

November 2009 Police Department Report

December 3, 2009

- Department Personnel

- Officer Ramos is in Phase IV of the Field Training Program with Officer Wilson and is expected to be on solo duty December 20th.

Our four reserve officers, who were recently sworn in, are participating in "In House Field Training" on Sundays. They are expected to be assigned to Field training Officers in January.

We are currently staffed at 9 sworn positions with the additional 6 reserve officers, and are continuing our recruitment of both officer and reserve officer candidates.

- Commendations and Correspondence

- Officer Wilson received a note of thanks from a resident for the return of a lost wallet.
- The police department received a note of thanks from a resident who also indicated that she would support an increase in the police special tax.

- Investigation of Alleged Misconduct

- Department Investigation #09-04 was initiated in April on an allegation that an officer was absent without leave for a period of seven days. This investigation has been completed and is under review.
- Department Investigation #09-05 was initiated on August 20th on an allegation that an officer displayed an inappropriate screen saver on a department computer. The investigation has been sustained and discipline administered.

- 9-1-1 / Richmond Communication Center Information.

- The Ring Time Report for October shows that of the 36 total "911" calls received, 3 had a ring time of over 20 seconds.

The longest of the three was for 32 seconds and occurred on 10-02-09 at 1:21 PM and was a misdial.

- Communication Center Service Complaints

- No complaints received this month however, ***this is a good time to remind everyone that for police non-emergencies, you need to contact the dispatch center at “236-0474” and not the KPPCSD business line of 526-4141.*** The KPPCSD business line is only monitored 6 hours a day during the week and should not be used to report police matters.

- Community Networking

- On 11-1-09, Chief Harman attended the KCC meeting.
- On 11-7-09, Chief Harman participated in the KIC Town Hall Meeting.

Later the night, Chief Harman and Yolla Harman attended the Garden Party.

- On 11-9-09, Chief Harman and Officer Wilson attended the Kensington Public Safety Council meeting, which was held at the Community Center at 6:30 PM.

The Kensington Public Safety Council has expanded upon the issues of police services to include those of emergency preparedness and other public safety issues affecting the community. It is hoped that by meeting in the evenings, we will be able to increase community participation and feedback on those issues concerning Kensington.

The next meeting is scheduled for Monday, December 9th, at 6:30 PM at the Community Center, Room 3.

- On 11-18-09, Chief Harman attended the LAFCO Meeting in Martinez, at which time the LAFCO Commission accepted the West County CSD Municipal Service Review.

- Community Criminal Activity

- This section of the report has been prepared by the Watch Commanders reporting on their areas of responsibility.

- Watch Commander Reports
- **Sergeant Khan Team 1**

SIGNIFICANT CASES/ EVENTS:

- 09-4995 On 11/1/09 at 1053 hrs. Officer Wilson took a graffiti case on Arlington Ave.
- 09-4997 On 11/1/09 at 1333 hrs. Officer Wilson took a petty theft report where a toy scooter was stolen on Richardson Rd.
- 09-5016 On 11/2/09 at 1517 hrs. Officer Wilson took a hit and run report on Colusa Ave.
- 09-5022 On 11/3/09 at 1424 hrs. Officer Wilson took a theft from an unlocked vehicle report on Windsor Ave.
- 09-5042 On 11/5/09 at 0015 hrs. Officer Ramos stopped a car on Arlington Ave. for a Vehicle Code violation. He ended up seizing a small amount of Marijuana.
- 09-5047 On 11/8/09 at 1044 hrs. Officers Ramos, Stegman, and Barrow conducted a probation search in El Sobrante. That search was a result of a traffic stop in Kensington. One suspect was arrested for possession of a deadly weapon.
- 09-5111 On 11/9/09 at 0703 hrs. Officer Wilson took graffiti report from a resident on Arlmont Rd.
- 09-5234 On 11/16/09 at 2110 hrs. Officer Stegman took a solo vehicle accident report on Coventry Rd. The driver had a suspended driver's license and had no insurance.
- 09-5251 On 11/17/09 at 2318 hrs. Officer Stegman made a DUI arrest on Beloit Ave.
- 09-5333 On 11/24/09 at 1011 hrs. Officer Ramos took a hit & run report on Kenyon Ave.
- 09-5338 On 11/24/09 at 2245hrs. Officer Stegman made a DUI arrest on Arlington Ave.
- 09-5420 On 11/30/09 at 2344 hrs. Officer Stegman took a domestic dispute call on Arlington Lane.

BRIEFING/ TRAINING:

Officers Stegman and Wilson conducted field training for Officer Ramos. Officer Stegman and I conducted use of force and impact weapon weapons training for the four new reserve officers and Officer Ramos.

SERGEANT'S SUMMARY:

Normally I write about crime prevention in this area. This month I want to take this opportunity to advise the community of a charity that gears up this time of year. The Richmond/ El Cerrito Firefighters Toy Program is that charity. In my life, I have always been blessed with a bountiful Christmas. Even the many years I have had to work on Christmas, I have considered myself lucky. Many

families in West Contra Costa County are not as lucky as I have been and most of you in this community have been. The Richmond and El Cerrito firefighters begin collecting new, unwrapped toys for distribution to needy children on Christmas. They take monetary donations, too, for special purchases they make each year. For more information, please go to their website: toyprogram.org. I hope you all had a joyous Thanksgiving, and I hope you all have a Merry Christmas.

TEAM STATISTICS:

Officer	<u>Wilson</u>	<u>Stegman</u>	<u>Ramos</u>
Days Worked	11	8	12
Traffic Stops (no cite)	4	11	4
Moving Citations	2	1	10
Parking Citations	9	1	11
Vacation/ Security Checks	26	22	34
Field Interviews (FI's)	1	4	8
Cases	4	2	4
Self Initiated Cases	1	2	4
Arrests	1	2	1
Calls for Service	37	17	19

.. Sergeant Hull Team 2

TEAM STATISTICS

Officer:	Martinez (K31) (0600-1800)	Medina (K35) (1800-0600)
Days Worked	13	14
Traffic Stops	18	22
Moving Citations	6	6
Parking Citations	7	17
Vacation/Security Checks	89	71
FI-Field Interview	1	0
Cases	4	0
Self Initiated Cases	0	0
Arrests	0	0
Calls for Service	18	16

SIGNIFICANT EVENTS:

2009-5162 – On 11-12-2009, at approximately 2041 hours, a resident was assaulted by another attendee, also a resident, at the District Board meeting. The victim did not want the suspect prosecuted.

2009-5179 – On 11-13-2009, at approximately 1110 hours, Officer Martinez responded to a report of theft of cash from a money box from the lunch room at the Hilltop Elementary School.

2009-5183 – On 11-13-2009, at approximately 1441 hours, Officer Martinez responded to the 100 block of Windsor Ave. to a report of vandalism. A resident, who is also a District elected official, left a board meeting to find her personal vehicle had been scratched with a key or similar sharp object. There are no known suspects at this time.

2009-5288 – On 11-20-2009, at approximately 1326 hours, Officer Martinez responded to the 400 block of Coventry Rd. to a report of a Hit & Run accident. An unknown vehicle collided into the fence of a residence and left the scene without notifying the owner or leaving a note identifying the responsible party. The residents declined prosecution if suspects were identified.

2009-5294 – On 11-21-2009, at approximately 1317 hours, Officer Martinez responded to the 200 block of Stanford Ave. to a report of a stolen vehicle (Honda). The victim, while walking home from Kensington Park, noticed his stolen vehicle parked on Westminster Avenue. The victim recovered his stolen vehicle and reported the vehicle as recovered to KPD.

BRIEFING/TRAINING:

- KPD Policy 342 – Department Computer Use.
- Jones & Mayer Client Memo for Investigation a “Recommendation for Medical Marijuana.”
- KPD Policy – Disciplinary Policy.
- Briefed about Child Safety Seat Violations.
- Briefed about Motorized Scooters.
- Briefed on Brady Obligations.
- Briefed on DOJ Gun Release Form
- Briefed Police Aide Di Napoli on releasing firearms from the Evidence Room and reviewed Penal Code Section 12021.3 – Eligibility requirements to have firearms returned.
- Trained graveyard personnel how to use global positioning system to obtain longitude and latitude coordinates for accident reports.

SERGEANT'S SUMMARY:

Sgt. Hull missed three shifts this month. Sgt. Hull took one comp shift and two vacation days.

Sgt. Hull attended training for the Public Records Act.

Sgt. Hull conducted an informal investigation into why a resident who requested a vacation watch on their house did not make the vacation watch list.

•• **Detective Keith Barrow**

SIGNIFICANT EVENTS:

On 11-05-09 Officers Stegman, Ramos and I conducted two probation searches in the city of El Sobrante of two probationers that had been stopped in Kensington. These two subjects were on probation for burglary. We arrested one of the subjects for possession of a prohibited weapon. The other subject was not found at his listed address and a warrant for probation violation has been issued for his arrest. I will be following up on this case in an attempt to arrest the second subject for the outstanding warrant.

KPD INVESTIGATIONS INFORMATION:

2009-3190 Residential Burglary.

On 07-16-09, the Oakland Police Department, "PAC Team" made up of California State Parole Agents, Oakland Police Officers, and Alameda County Sheriff's Deputy Parole Agents and, I conduct a parole search in the City of Oakland. The search yielded property belonging to multiple victims throughout the Bay Area. One suspect was taken into custody for several felonies including, theft, burglary, narcotic, and gun charges. To date we have been able to identify 7 victims from the cities of Kensington, Berkeley, Piedmont, and Oakland. **This case is being sent to the Richmond District Attorney for review.**

2009-3610 / 2009-3975 Vandalism, and Annoying phone calls.

This case is under investigation. We are still waiting for further information from the victim.

2009-3782 Possession of a controlled substance, possession of stolen property, Forgery, and numerous other offences. **This case was sent to the Richmond District Attorney for review and no charges were filed.**

2009-4008 Robbery, Firearm.

Unknown suspect(s) attempted to rob a woman walking south bound 320 Arlington Avenue with a firearm. The woman did not have any money and the

suspect(s) walked south bound Arlington Avenue. **If you have any information to aid in the apprehension of the suspect(s) please call Detective Barrow at 510-526-4141 ex. 26 Case open and under investigation.**

2009-4234 Residential Burglary.

One suspect was arrested at the scene and we were able to identify a second suspect in this case. We recovered one hand gun in this case and the victim, suffered no lose. **Charges were filed in this case by the Richmond District Attorney.**

KPD INVESTIGATIONS

- I attended the five day annual **CNOA, California Narcotic Officers' Association** conference and training in San Francisco.
- Made several court runs for filling cases, and citation drop off.
- Facilitated the repair of 11 patrol radios.
- Updated the KPD residential burglary log.
- Contra Costa County Mobile Field Force.

WEST-NET ASIGNMENT:

I am currently assigned to the West Contra Costa County Narcotic Enforcement Team (West-NET) one day per week.

While on this assignment I work with other West Contra Costa County law enforcement officers and agencies. I participate and aid in the service of search warrants, surveillance and on going narcotics investigations.

This month West-NET Agents and I have served several search warrants, and surveillance on narcotic investigations. West-NET made several arrests including a wanted murder suspect.

INVESTIGATORS SUMMARY:

In the month of November the District of Kensington saw a decline in over all crime and vehicle accidents. The District of Kensington sustained 1 non-injury vehicle accident down from 4, Hit and Run Vehicle Accidents 4, 1 Injury Accident, 0 Residential Burglaries, 1 Auto Burglary, 1 Stolen Vehicle, 2 Petty Thefts, and 1 Theft from an unlocked vehicle. We saw a rise in over all vehicle related accidents.

During the month of November, Kensington residents saw a decline in

overall crime. If you have any information that may aid in the apprehension or identification of the suspect(s) involved in any of these crimes, please contact Detective Keith Barrow at 510-526-4141, ext. 26.

Please be aware if you witness criminal activity to call 911 or contact KPD immediately.

•• Chief Harman

Entering the holiday season, I believe it is important to remember a few safety precautions to ensure you, your family, and your friends have a safe and happy holiday season.

It is the time of year for giving and also the time of year when we see an increase in property related crimes. Please be sure to lock your valuables in the trunk of your vehicle and out of sight of would be thieves. Also, lock all of your vehicle's doors, and keep the windows rolled up.

Keep gifts **in** your home by remembering to lock all doors and windows of your residence. If you see suspicious people or activity in your neighborhood, call the police immediately.

Finally, it is the season of holiday parties, so if you drink, don't drive. The Kensington Police Department, as well as all other law enforcement agencies, will be increasing our DUI patrols during the holiday season.

Have a happy and safe holiday season.

110209

Dear Officer Wilson,

Thank you so much for returning my wallet to me. I was biking home from Berkeley, and it must have slipped out of my pocket. When I realized later that I must have lost it, I was really worried, because it had my ID, a check card, and \$22 in it. I came home today and my mom had it. I don't know if

you found it or someone gave it to you, but either way I wanted to say how grateful I am.

Thanks again,

Briana Timar

Dear Kensington Police Dept.

I just want to thank you all for being so wonderful. I have lived here for 35 years and have always found the people who work in your Department exceptionally attentive & helpful. Even in these hard economic times, I would be glad to pay more for local services when I see my tax dollars so well used. My best, Brenda Hillman
Beloit

General Manager November 2009 Report

Budget

Now that the bonds have been sold to fund the Proposition 1A Securitization Program, which will cover the 8% of property tax revenue the State will be borrowing next month, we can return our attention to eliminating our budget shortfall.

The KPPCSD Board is continuing discussions and looking at all options available to us in order to close the shortfall in the coming years. These options include the possibility of a Police Special Tax increase, reduction of police staff, consolidation with the Kensington Fire District, and the possibility of contracting out for police services. These options have been discussed at the Town Hall Meeting, the November meeting of the KPPCSD Board, and will be discussed further at the KPPCSD Board Meeting December 10th.

Kensington Park

We are continuing to move forward with the park restroom project. We had our eighth meeting on December 1st and will be presenting the KPPCSD Board with project timeline at the December 10th meeting.

Discussions are ongoing with the KCC regarding the remodeling of the Community Center.

I am also examining the repairs and improvements that will be necessary in order to bring the Annex Building up to code for use as a public meeting facility.

On November 25th, a single car accident occurred in the park where the driver of a vehicle pressed on the accelerator instead of the brake, driving into a tree in the Tot Lot area and in the process, destroying a picnic table. Luckily, no one was injured and there was no other damage. We will be contacting the driver's insurance company in order to get restitution for the replacement table.

Solid Waste

The Public Hearing to discuss the Bay View Refuse possible rate increase was held November 12th, 2009 during the KPPCSD Board Meeting. The Rate Review has been completed and a recommendation of a .6% rate increase was approved by the Board. This .6% rate increase will increase the monthly rate for a 32- gallon can 20 cents, from the current \$31.90 a month to \$32.10 a month.

Our next "Free Electronics Recycling Day" is scheduled for Saturday, January 16th, between 9:00AM and 3:00 PM at the Community Center/ Church parking lot.

The next meeting of the County Solid Waste Coordinating Committee is scheduled for February 16th, at 1:00 PM at the Public Safety Building.

Emergency Preparedness

The seventh meeting of the Kensington Public Safety Council was held Monday, November 9th, at 6:30 PM at the Community Center. The meeting agenda included committee reports, a Hazard Mitigation Committee update, and a KARO update. We are hoping for increased participation at the next meeting, December 14th, at 6:30 PM in the Community Center.

We now have the agenda and the minutes of the Public Safety Council posted on the KPPCSD web page for future review.

Between December 7th and December 10th, I will be attending a course presented by CALEMA and hosted by the Contra Costa Sheriff's Office entitled, "Earthquake: An Introduction to Emergency Management in California". Key topics to be covered during the course will be seismological and geological considerations, first responder issues, action planning, behavioral considerations, emergency public information, EOC organization and functions, damage assessment, and volunteer services.

Other District Items of Interest

I would like to take this opportunity to wish everyone a safe and happy holiday season!

FREE

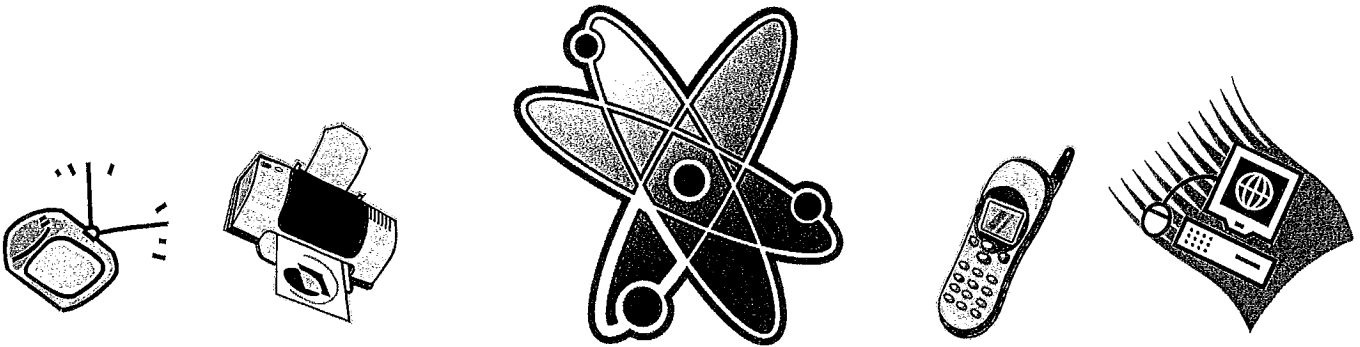
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(888) 832-9839

Another Free E-waste event brought to you by
The Kensington Police Department &
Community Services District

Where:

The Kensington Community Center:
59 Arlington Avenue, Kensington, CA 94707

When:

Saturday, January 16th, 2010 9:00AM – 3:00PM

DROP OFF IS FULLY ASSISTED FREE FOR ALL CALIFORNIA
RESIDENTS AND BUSINESSES!!

OLD BUSINESS

#1 - Presentation by Brown Taylor, Special Employee to the District, of the final Kensington Police Protection and Community Services District Staff Report on Feasibility Study for Outsourcing Police Services by Contract with the El Cerrito Police Department for review, discussion, and action by the Board.

Kensington Police Protection and Community Services District Staff Report

DATE: December 10, 2009

TO: Kensington District Board of Directors

FROM: Brown Taylor, Special Employee to the District Board

SUBJECT: **Feasibility Study for Outsourcing Police Services by Contract with the El Cerrito Police Department.**

Recommendation:

That the District Board Accept this Final Report for Review and Information, to Provide a Basis for the Evaluation of Outsourcing Police Services with the El Cerrito Police Department.

Introduction:

This Study was to determine the "Feasibility" of Contracting Police Services with the El Cerrito Police Department. Negotiations were not part of this process but rather an assessment of required resources and associated fees with the El Cerrito Executive Staff to meet the following assumptions.

- That the high level of service now provided to the Kensington Community be the minimum planning threshold.
- That Kensington retain identity as the "Kensington Police Department"
- That the assessment of fees be fair and equitable for each community.

The El Cerrito Staff displayed genuine interest in providing professional service that would meet Kensington's needs with the understanding that these discussions were preliminary and a precursor to any potential further focus on formal contract development.

Background and Analysis:

Draft Final Report Review:

At the November District Board Meeting a "Draft" Final Report was presented for "review", "comment", and "clarification of content" for possible report revision. Questions and comments with responses are included as "Attachment – I" to this staff report.

Appropriate Report amendments were made for an improved Final Report. Significant amendments were:

- Increase in transition costs by forty (\$40,000) to assure for patrol coverage during the transition period for officers leaving for other employment. This change modified the "Transition Cost Forecast" from \$459,000 to \$501,000.
- Reduction in estimates for legal costs for police issues, (from \$50,000 to \$40,000). This change lowered the estimated "Savings to Kensington for Contract Services to \$147,919 from \$158,000.

Background:

The primary issue that led to this study was concern over the current and projected escalating cost of maintaining the District Police Department. In fiscal year 2008/09, the final adopted District budget displayed a projected deficit (expense vs. revenue) of \$265,581 and for the 2009/10 budget another projected deficit of \$364,265. The primary District expense is for Police Services at approximately 84.7% of the operating budget.

In 1980, residents of Kensington approved resolutions 84-01 and 84-02, setting into motion a proposal for a special tax and special election for the special tax. In 1997, following several years of tax application, the voters established a "cap" on these special tax fees now in place today. An amendment to the 1997 action is now being developed for voter deliberation that would propose an increase to this special tax to maintain revenues sufficient to support existing Kensington Police service levels.

With the emergence of this proposed amendment members of the District Board wanted to explore, for a better comparative understanding of police service delivery alternatives, the feasibility of contracting for police services with the City of El Cerrito.

Two Board Members solicited preliminary interest and feasibility evaluation from the El Cerrito City Manager and Chief of Police to provide services for the District of Kensington. This information, developed in the first quarter of 2009, was used as a basis for this summary feasibility study

Analysis:

There are a number of positive aspects offered by the El Cerrito Police Department, (ECPD), to provide contract police service for Kensington. The ECPD with its proximity, (16 miles of common boarder), contemporary full service orientation, peripheral programs, (traffic, school resource officers, crime prevention) and depth of resource, certainly has capacity to provide desired contract services for Kensington.

Kensington, however does not have need for all services provided by ECPD but would require specific field patrol and support services to meet service level objectives.

The next table illustrates the services required.

Core Contract Resources

Position / Function	Description of Contract Service
Six Patrol Officer (Six New Officers)	Analysis of community "calls-for-service" identified that six (6) patrol officers are necessary to provide for existing levels of field patrol coverage, (50% proactive time, vacation house checks, senior, and residential key programs). Officers will work exclusively for Kensington from the existing Kensington Public Safety Facility, in Kensington uniform and operating marked Kensington vehicles, 24/7.
Field Supervision (No Additional Sergeants Required)	ECPD now deploys four (4) Field Patrol Teams, each supervised by a field sergeant responsible for team personnel and activity management. ECPD sergeants are scheduled to provide supervision 24/7. Kensington officers will be will receive the same supervision as other patrol team members in terms of on-site assistance with critical or unusual incidents, scheduling / staffing issues – planning, field report review, performance evaluations. • No additional staff will be required to support Kensington Officers.
Investigations	ECPD now employs a six member investigative unit. Predicated on the Kensington investigative workload analysis of felony and misdemeanor crimes, the resources of a part time detective, (20 hours per week) would be required to maintain existing service levels. Report information generated by Kensington field patrol officers will be processed and referred as appropriate for follow-up investigation by this detective. • No additional staff will be required to support Kensington Officers.

Support Services

ECPD now employs a 6 member support services unit that performs general records management functions that include incident report processing, subject indexing, and statistical reporting. This unit will process the Kensington workload (8% of the combined workload of each agency) generated by the Kensington officers and investigative detective. Monthly and annual statistical reports will be specific to Kensington, not a composite of both agencies.

- No additional staff will be required to support Kensington Officers.

Administrative Oversight

Administrative oversight is allocated by "chain of command" (line of authority) of the six (6) additional officers required for Kensington field patrol. This administrative oversight is built in for personnel administrative purposes that include among other duties, personnel processing (payroll, benefits) training, administration of personnel misconduct complaints, etc.

- No additional staff will be required to support Kensington Officers.

The staff and proposed duties, although developed through objective analysis and consensus is certainly subject to negotiation if discussions move to a future stage of contract development.

Kensington would retain the General Manager / Chief of Police position to provide contract oversight and continue with other District duties. The District Secretary and the Police Service Aide position would also remain with the District in their same capacities.

Transition:

A major component of outsourcing police services is the transition and associated costs moving from the independent police department to contract services. Significant with this transition is the projected time and associated costs.

The projected timeframe is eighteen (18) months. Although many of the elements of this transition are standard, two issues surface that should be acknowledged. First is the potential impact on existing personnel and the other is the recent ordinance adopted by the Board that requires voter approval to move from an independent police department to a contract for police services by another law enforcement agency.

Existing Personnel:

During this transition period, current police personnel will be searching for other employment if not granted some form of "direct appointment" with ECPD in the early phase of the contract negotiations. This is not the current policy of ECPD. It is therefore necessary to provide a plan for field (patrol) staffing to manage any attrition by existing staff to other employment.

Included in the Transition Plan are two alternatives are presented which would be administered by the GM/COP; (1) a "Bonus Incentive Plan for staff that agree to stay through the transition period and (2) a plan for "Interim Contract Officers" to serve until replaced by contract officers provided by El Cerrito. The potential liability for the two alternatives is \$40,000 over a twelve (12) month period.

District Ordinance:

The process of gaining voter approval to replace the independent Kensington Police Department with a contract for police service is projected to take four to six months. The process of public outreach could begin with the decision by the Board to move into preliminary negotiations to identify terms and conditions of a potential contract for police services. These negotiations would certainly be predicated on the District's inability to fund police services at the existing level and that contracting would offer an attractive alternative in terms of full or modified service.

Transition Plan costs are identified in the Fiscal Impact Section.

Fiscal Impact:

Projected costs with the ECPD using the 2009 / 10 financial plans for each of the two agencies would realize an estimated annual savings of **\$147,919**.

Summary Cost Comparison of Contract Service

Cost Factor Description	Cost
Cost to Kensington Today for Police Services – 2009 / 2010 Budget	\$2,185,012
Total Cost if Contracting with El Cerrito	\$2,037,093
Saving to Kensington by Contracting with El Cerrito	\$147,919
Cost Associated with the Transition to Contract Services – Over 18 Months	\$500,969

The following table illustrates a comparative summary of “projected contract costs” for Kensington with El Cerrito vs. current costs of providing police services.

Summary of Kensington Costs		
Cost Factor Description	Projected Contract Costs for Kensington	Kensington Annual Operating Costs
Police Salary and Benefits for Kensington		
• These costs are for the Kensington Staff. Projected Contract Costs are for the remaining Kensington staff funded in this police budget section and current / retiree medical expense.	\$513,339	\$1,811,512
Police Expense		
• Projected contract costs are primarily associated with the Communications / Records Management contract and vehicle fuel and maintenance expense retained by Kensington.	\$231,965	\$270,600
Police Related District Expense		
• These costs are for legal counsel and criminal justice network fees.	\$10,400	\$72,900
Police Related Capital Outlay Expenses		
• Vehicle replacement	\$30,000	\$30,000
Sub Total – Direct Costs that Kensington Would Continue to Pay With and Without Contractual Support from El Cerrito.	\$785,704	\$2,185,012
El Cerrito Contract Expense for Police Services		
• Fees charged by El Cerrito for six officers, support functions, and administrative overhead.	\$1,251,659	\$00.00
TOTAL COST TO KENSINGTON	\$2,037,093	2,15,012
Projected Cost Savings to Kensington by Contracting with El Cerrito	\$147,919	

Table Note:

* For Contract Costs Kensington would continue to pay \$785,704 for ongoing expenses specific to the law enforcement mission in addition to the \$1,251,659 for direct and indirect personnel and service support from El Cerrito.

Also associated with “contract services” are projected Kensington costs for transition to contract services. These one-time costs of approximately \$500,969 are primarily associated with the recruitment, background, training and orientation of the six new officers required to staff Kensington. Some of these costs could potentially be reduced through contract negotiations and / or change in policy regarding the transfer of Kensington police officers to ECPD following the required background process. This cost would span a period of the eighteen months projected to complete the transition.

The following table displays the “direct” and “indirect” personnel costs and fees for personnel services with ECPD and potential new revenues to El Cerrito resulting from the contract:

Position	Total Projected El Cerrito Costs for Contract Services		
	Annual Cost for Services	Additional Staff Yes / No	New Revenue to El Cerrito (by using existing staff)
Six Patrol Officers	\$895,985	Yes	Difference Between Actual Officer Expense and Top Step Offers Opportunity for Negotiation
Field Supervision	\$161,304	No	\$161,304
Support Service	\$44,404	No	\$44,404
Investigations	\$74,225	No	\$74,225
Admin. Overhead	\$75,741	No	\$75,741
TOTAL CHARGE TO KENSINGTON	\$1,251,659		\$355,674

Conclusion:

Initial preliminary evaluation of the potential of outsourcing police services to ECPD displayed promise in terms of reduced costs through economy of scale, proximity of the provider and depth of resource offered for specialized services. A more in-depth evaluation of Kensington on-going direct costs, refined ECPD fair and equitable fees for required services, the cumbersome and costly transition process and potential adverse impact on the existing Kensington staff, suggest sufficient economies and / or service enhancements are not present to focus immediately on contracting as a service alternative.

Alternatives:

1. Contract Services for Twelve (12) Hours Per Day: Estimated Savings \$543,781

The following is a summary analysis using the same assumptions and staffing criteria modified to provide coverage for the twelve (12) hour period between the hours of 8:00 a.m. and 8:00 p.m. Service demand for this period represents 73.3% of all calls-for-service, (2007 Police Services Study). 73.3% of average of annual calls-for-service

for the past three years, (2,410) is 1,716. Calls received during the evening hours at 23.7% are 643 annually or two (2) calls per day for this time period.

During the evening hours Kensington would become part of the ECPD deployment (Beat) structure for general patrol and response to the projected two calls per day during the hours of 8:00 p.m. to 8:00 a.m.

Personnel	Service Description	Cost
Three (3) Contract Officers	Three (3) officers required to assure Kensington field patrol coverage for 12 hours per day.	\$447,993
Night Field Support Supervision	General ECPD field patrol coverage for Kensington. First Line Supervision. Same 24/ 7 coverage	Est. \$100,000
Investigations	Detective ½ time (20 hours per week)	\$161,304
Support Services	Same Support Service support	\$74,225
Administrative	As the (new officer) contract staff is reduced by ½ (6 officers to 3 officers) Administrative oversight is reduced by ½ .	\$44,404
		\$37,871
Total Cost		\$865,797
Cost for Six Officers	Kensington coverage 24/7	1,251,659
Potential Saving	Kensington coverage 12 hours per day – 8 a.m. / 8 p.m.	\$385,862
Total Saving	Total saving when compared to existing annual expense for Kensington Police Services (\$2,185,012 – \$1,651,231)	\$533,781

Other economies not included would be transition costs, equipment, and vehicles.

2. Contract Services with the Contra Costa County Sheriff's Office was Not Considered Due to Personnel Expense Driven by High Retirement Costs.

Cities now in a contractual arrangement with the County Sheriff for police services are evaluating service alternatives. The present annual cost of a deputy for contract services is \$186,215 vs. the \$144,978 annual cost for an El Cerrito Officer at top step. The difference resides with retirement costs. The Sheriff pays approximately 91% and El Cerrito through the Cal PERS system pays 40%. County projections are that Deputy compensation will “double” in the next 5 to 6 years due to increasing cost for retirement.

ATTACHMENT I

Draft Final Report FEASIBILITY of Outsourcing Police Services

Follow-up Questions and Response

At the November District Board Meeting a "Draft Final Report of the "Feasibility of Outsourcing Police Services to the City of El Cerrito was presented to the District Board for information with a recommendation that an opportunity be made for "Comment", "Clarification of Content", and for evaluation of Revision to "Final Report Form", prior to Report presentation in a "Final Form" at the December District Board meeting.

The following questions and comments for clarification were received and responses as appropriate were made for Report amendment and improved Final Report.

1. The worksheet entitled " One Time Initial Costs" indicates estimated legal fees of \$15,000. This seems very low especially in light of the fact that, as your report states in the "Executive Summary", negotiations of the contract have not yet occurred.

Response

- The purpose of review by District Counsel is for contract 'content and form". Material sent to Counsel will have been through Staff Negotiation of contract terms, services, and performance criteria, some of which are set forth in the Transition Plan (pg. 57).
- Cost estimates at \$15,000 will provide approximately 40 hours of Counsel service at \$350.00 per hour.
- El Cerrito Counsel will also evaluate the contract for content and form. This is not part of the Kensington cost.
- Kensington and El Cerrito counsel will not be competing for advantage but merely to provide a clear understanding of the negotiated intent of both executive teams.
- It is not uncommon to use the language and structure of other similar contracts for outsourcing police service as a reference model.

Report Amendment: None

2. In the verbal portion, you discussed the fact that retention bonuses would probably need to be paid to Kensington's officers in order to retain them during the 18-month transition period. Please include this dollar amount in the "Summary of Kensington Costs" spreadsheets and in the "One Time Initial Costs" spreadsheet. On Thursday night, you said that an amount of between \$10,000 and \$25,000 per officer would be appropriate.

Response

- It is clear that a negotiated policy agreement early in the process for "direct appointment" of Kensington personnel would have a positive impact on the transition in terms of Kensington Personnel acceptance and associated costs. Should "direct appointment" not be possible then some mechanism for assuring police staff coverage is appropriate:
- Assuming that three of six (3 of 6) Kensington Officers would be absorbed by El Cerrito under their present testing criteria, a blend of the following two programs could be used by Kensington in transition to assure service. (It is likely that all six (6) Contract Officers will be hired from Kensington due to their training, experience with Kensington, and POST Certification).
 - Offer a "Bonus Incentive" for those not considered by El Cerrito at 10% of base wage to remain with Kensington until replaced by El Cerrito contract personnel. This would be at a rate of ten percent (10%) of base salary, (\$7,738 annually, \$645 monthly). Although this program would be administered as appropriate by the GM/COP, three officers for twelve months represent a liability of approximately \$23,213.
 - Initiate an "interim contract officer program" funded through salary savings of those that leave the Department. Officers retired from other agencies would be used to fill vacant positions and receive a "total compensation rate", (conversion of salary and benefits costs to cash) of existing District personnel. Officers retired from other Departments have been successful working for Kensington in the past. Compensation would be approximately \$10,754 monthly. This cost would not be an additional cost but rather paid through salary and benefit savings of those personnel that left the Department. An additional cost for this program, however, would be required for employment background and uniform costs of approximately \$3,500. (potentially four (4) officers @ \$3,500 ea = \$14,000 liability).
 - Total estimated program liability is \$37,213. Rounded liability to \$40,000
- The "draft report" was silent to the cost of the above two alternatives.

Report Amendment: \$40,000 added to transition cost liability. Transition Plan updated to reflect this added transition process.

3. On Thursday night you discussed that fact that, with contracting, the Chiefs position would eventually disappear, and you agreed that a retention bonus would likely be needed to keep him during the transition period. Please include an appropriate bonus amount in the "One Time Initial Cost" and other relevant spreadsheets.

Response

- The GM/COP position was not identified in the Feasibility Report as a position that would be eliminated. Retention of services would be between the District Board and GM/COP.
 - The District will continue to require the services of the General Manager. The Public Safety Managers perspective certainly complements professional contract development and initial oversight.
 - Modification of the current GM/COP salary and benefit structure was not modified in the Feasibility Study.
- If attrition does occur at the GM/COP level then the Board might want to evaluate the need for a General Manager without Peace Officer Status.
 - Salary and Retirement for Public Safety Managers is more expensive than General Managers that are not public safety. Key Staff Salary / Benefits Survey's by the California Special Districts Association (CSDA -2008) illustrate that the median annual salary for a General Manager, that would provide management services for a District with the size, complexity, and staff of Kensington would be in the \$100,000 range with CAL Pers retirement (2@55 or 2@60 = 56% of respondents) estimated to be in the 25% of wage vs. 40% of wage with the 3% @ 50 public safety retirement program.
 - The norm for police service contract agencies is to have the City Manager manage the contract for law enforcement services. Public Safety Certification is not required.

Report Amendment: None

4. At Saturday's Town Hall Meeting, a written question was submitted to Chuck Toombs which asked if the projected El Cerrito Police Salaries used in your analysis included the 10% increase that the officers are supposed to receive in [February and July] 2010. On Thursday night you said that you used the salaries that will be in effect in January 2010. Thus, the salaries shown in you spreadsheets do not reflect what the officers actually will be paid during the 2010 calendar year. These salary costs should be amended in the relevant spreadsheets.

Response

- Chief Kirkland confirms that no further compensation adjustments have been confirmed beyond those effective January 10, 2010 that were included as the base compensation for the Feasibility Study.
 - The last "formal" compensation increase is January 10, 2010. These salary increase projection were included in as base costs for the Feasibility Study.
 - Salary adjustments for July have not yet been confirmed.
 - July 2010 the Police Officers will give up 5% for shift differential. (5% for night shift)
 - The Kensington Police Officers Contract ends in July of 2010 and will also be evaluated for adjustment.
 - Typically compensation ratios remain the same.
- The following is the "compensation element" for the current El Cerrito police officer contract.

Compensation – El Cerrito / Police Officers Association MOU
13.1 Base Monthly Salaries

A salary schedule will be added by addendum when final computations are approved by the City Employee Services Manager.

- Effective the first day of the first full pay period in July 2007, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.
- Effective the first day of the first full pay period in January 2008, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.
- Effective the first day of the first full pay period in July 2008, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.
- Effective the first day of the first full pay period in January 2009, the base monthly salary ranges will be increased by the results of the survey conducted by the City in accordance with salary survey side letter for all represented sworn and non-sworn classifications.
- Effective the first day of the first full pay period in January 2010, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.
- Effective the first day of the first full pay period in July 2010, the base monthly salary ranges will be increased by the results of the survey conducted by the City in accordance with the salary survey side letter. When the City conducts the survey, the City's contribution to shift differential shall be eliminated. The City shall continue to survey shift differential for other agencies. Shift Differential for other agencies shall remain as part of the total compensation.

Report Amendment: None

5. On Thursday night, I inquired whether or not the deficits you cited in your report included one-time capital expenditures that were not police-related. You replied, "yes". That should be noted in the report.
6. Also, regarding the deficits: did the same one-time capital expenditure appear both years (was the same thing budgeted twice because the expenditure was not actually made during the preceding year)? If so, that should be noted.

Response

- The final version of the 2009-2010 budget, as it was distributed to and approved by the Board, showed a deficit of \$364,265. There were no capital expenses budgeted for 2009-2010 fiscal year.
- As no capital expense was part of the 2009 -2010 Budget the question of a "one-time capital expenditure appearing in both years (08/09 – 09/10) did not occur.
- The deficit budget for 2008-2009 was \$265,581 as posted in the Feasibility Study and does include \$84,000 of non-police related capital expenses as well as \$64,000 of police related capital expenses. As of the end of June the total 2008-2009 deficit was \$112,403. Savings were primarily from not expending the capital expense funds.

Report Amendment: Review for potential report clarity was made. Report amendment was not made as the deficits noted were to illustrate that the District has entered a period of deficit spending. The deficit figures used were not part of a Report forecast for future years.

7. In Chapter III, "Assumptions and Guiding Principles", in the section "Service Level Indicators" you stated that "current service level indicators... will be maintained, some of these are: Respond to calls for service as established and set forth in the in the 09/10 El Cerrito budget (pg 121 table 6-2 Response Times) for 2008... These times are better than established industry norms."

What are these response times in minutes and seconds and what are the industry norms in minutes and seconds? What is the source of the industry norm response times?

Would a contract with El Cerrito stipulate response time minimum requirements in minutes and seconds? How would those response time standards be maintained and enforced, once local control was handed over to El Cerrito?

Response

As identified in Chapter III, "Assumptions and Guiding Principles", in the section "Service Level Indicators", El Cerrito on page 121 of the 2009 / 2010 budget illustrates response times, among others, as an indicator of service. Response times for contract purposes are a good indicator for staffing, and deployment of that staffing.

- Response time would increase if staff were not available to respond to calls
- Response time would increase if staff were not deployed consistent with calls-for-service.

Response times when coupled with other performance standards becomes a "general indicator" of service for contract negotiations and general ongoing service evaluation. Community response time tolerance will vary between communities but Industry Best Practices have been developed based on experience, evaluating operations of other law enforcement agencies and other research organizations. Standards used for summary evaluation are:

- Priority Emergency: 3 to 5 minutes
- Priority One: 5 to 15 minutes
- Priority Routine: 15 to 30 minutes

El Cerrito, has displayed to be within these norms as follow for C/Y 2008:

- Priority 1 / Emergency: 4 min 24 sec (ave.)
- Priority 2: 7 min 30 sec (ave.)
- Priority 3: 5 min 13 sec (ave.)
- Priority 4 / Routine: 17 min 29 sec (ave.)

Response times are typically included as service level indicators for police service contracts. Response times are logged and reported by the Richmond Communications Center. As Kensington will continue to contract with Richmond for 9-1-1 and Dispatch services, "response time reports" would continue to be received directly from Richmond.

Report Amendment: None

8. On Thursday night Linda Lipscomb spoke about some of El Cerrito's financial liabilities that are cited in the LAFCO MSR. Among them is the unfunded need for a \$25 million public safety building. Will Kensington be asked to participate in this cost sometime in the future, once we've lost local control of cost?

Response

- The facility now houses the Police Department, a Fire Station, and Fire Administration and in need of repair. The issue of a new public safety facility to replace the existing facility was discussed with Chief Kirkland. No plans have been explored to (first) find a property to place such a facility and (second) to develop a funding source for a facility.
- The Feasibility Study explored the extent and nature of service required of El Cerrito to provide contract services. The service is specific to "Field Operations", and those support functions to manage the product generated by the Kensington Community. Cost for this service is predicated on personnel costs only, not costs associated with infrastructure or capital costs. Therefore the costs associated with a new facility would not be part of any form of shared expense for Kensington.
- A core objective for Kensington is the retention of Identify of police service delivery. In this regard Kensington police operations will continue to reside at the current Kensington Public Safety Facility.

Report Amendment: None

9. The El Cerrito chapter of the LAFCO MSR cites an unfunded \$7.5 million pension liability for its public safety employees. 60% of this, or \$4.5 million, is for its police officers. Will Kensington bear any additional burden for this and/or those costs associated with the El Cerrito Benefits and Retirement System Costs, which you cite in Chapter III? Are these costs one and the same? Are these costs reflected in your spreadsheets?

Response

- As indicated in the previous section contract services are not a "percentage" of all services and associated expense of the El Cerrito Police Department, but rather for very specific services, (Field Patrol, Investigations, Support Services, and Administrative Oversight).
- Costs for services are driven by the specific costs for personnel performing the function, (base wage, benefits, incentives, retirement costs specific to the individuals performing the service).
- Unfunded liability, facility costs, or capital outlay costs are not part of cost assessments for service.
- Note: This reference was apparently cited in a previous (draft) LAFCO report and not included in the final (November 2009) report.

Report Amendment: None

10. In the spreadsheet "District Costs Associated with El Cerrito Police Services Contracting", you included \$50,000 for legal costs "most related to police personnel actions and negotiations". How much of this has actually been for one-time occurrences? Are these problems expected to recur, or should this amount be reduced?

Response

- Fifty thousand (\$50,000) dollars was the amount budgeted for the 2009 /10 fiscal year. Police Personnel issues not covered by SDRMA Insurance in the past couple of years have been substantial. Investigation and disposition of these issues have been the primary cause for legal expense.
- Legal costs to date for this fiscal year are approximately \$24,800, with the majority for personnel related issues. Other costs have been for consultation regarding contract development and new Board member placement. Average annual legal expense for the previous three years is approximately \$70,400. Although personnel issues will continue it is the general speculation that many of the internal issues have been resolved which could have a favorable impact on legal expense.
- Re-evaluation of this "budget line item" would suggest that not all of the \$50,000 would be encumbered for police related expenses.

Report Amendment: Reduce the amount budgeted for police expense from \$50,000 to \$40,000

11. Also on this spreadsheet is a \$10,000 amount for "Consultant". Is this is for your services? Has the Board indicated that you will be providing services on an ongoing basis? If not, then shouldn't this one-time expense be deleted?

Response

- The Consulting fee was included for this fiscal year to cover expenses associated with police services. Fees of this nature are not uncommon and should reside as part of the proposed budget for ongoing service.

Report Amendment: None

12. Your report cites that El Cerrito has a large number of Part 1 offenses, especially when compared to Kensington. Will this disparity result in the officers who are supposed to be dedicated to Kensington actually needing to spend much of their time responding to 911 calls in El Cerrito? Will El Cerrito officers be contractually obligated to spend a certain number of hours within Kensington and on Kensington-only business. How will this be monitored and enforced?

Response

- El Cerrito now deploys sufficient field personnel to handle their "call-for-service" workload. Kensington Contract Officers would be an addition to each of the four El Cerrito Patrol Teams to cover Kensington calls. Positive response times logged by El Cerrito are a reflection of appropriate staffing.
- Contract negotiations will stipulate that "Contract Service Officers", in "marked Kensington patrol vehicles, and Kensington uniforms are to provide specific on-site service to Kensington. Exceptions, promoted by unusual / significant events, that dictate the use of Kensington Officers would be the function of "after action reporting" by the El Cerrito Contract Manager to the GM/COP. Important to note is that Kensington and El Cerrito Officers now provide field cover on request in each of the two jurisdictions.
- Officer call-for-service and self-initiated activity is monitored through the Richmond Computer Aided Dispatch System in the form of daily / monthly / annual officer activity sheets. These activity sheets display officer activity by time, location, and duration of the event.

• Report Amendment: None

Feasibility Study Contract Police Service Alternative

FINAL REPORT

December, 2009



Kensington Police Protection and Community Services District
Contra Costa County, California

Brown D. Taylor
Special Employee
KPPCSD District Board

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EXECUTIVE SUMMARY

Consulting on Police Services was retained as a “special employee” to the District Board to provide an assessment of matters of significance that relate to the management and general business operations of the District. Within this scope, driven by concern over the current and projected escalating cost of maintaining the District Police Department, the following evaluation of the “feasibility” of contracting for police services with the City of El Cerrito was conducted.

1. STUDY METHODOLOGY:

The Study was to determine the “Feasibility” of Contracting Police Services with the El Cerrito Police Department. Negotiations were not part of this process but rather an assessment of required resources and associated fees with the El Cerrito Executive Staff to meet the following assumptions.

- That the high level of service now provided to the Kensington Community be the minimum planning threshold.
- That Kensington retain identity as the “Kensington Police Department”
- That the assessment of fees be fair and equitable for each community.

The El Cerrito Staff displayed genuine interest in providing professional service that would meet Kensington’s needs with the understanding that these discussions were preliminary and a precursor to any potential further focus on formal contract development.

2. STUDY BACKGROUND:

The primary issue that led to this study was concern over the current and projected escalating cost of maintaining the District Police Department. In fiscal year 2008/09, the final adopted District budget displayed a projected deficit (expense vs. revenue) of \$265,581 and for the 2009/10 budget another projected deficit of \$364,265. The primary District expense is for Police Services at approximately 84.7% of the operating budget.

In addition to developing strategies to increase District revenues through a special tax to maintain revenues sufficient to support the increasing costs of police

service, members of the District Board wanted to explore, for a better comparative understanding of police service delivery alternatives, the feasibility of contracting for police services with the City of El Cerrito.

3. STRENGTHS OF THE EL CERRITO POLICE DEPARTMENT FOR CONTRACTING:

There are a number of positive aspects offered by the El Cerrito Police Department, (ECPD), to provide contract police service for Kensington. The ECPD with its proximity, (16 miles of common boarder), contemporary full service orientation, peripheral programs, (traffic, school resource officers, crime prevention, bicycle officers) and depth of resource, certainly has capacity to provide desired contract services for Kensington.

4. CORE CONTRACT SERVICES:

Kensington does not have need for all services provided by ECPD but would require specific field patrol and support services to meet service level objectives.

The following table illustrates the services required.

Core Contract Resources	
Position / Function	Description of Contract Service
Six Patrol Officer (Six New Officers)	Analysis of community "calls-for-service" identified that six (6) patrol officers are necessary to provide for existing levels of field patrol coverage, (50% proactive time, vacation house checks, senior, and residential key programs). Officers will work 'exclusively for Kensington from the existing Kensington Public Safety Facility, in Kensington uniform and operating marked Kensington vehicles, 24/7.
Field Supervision (No Additional Sergeants Required)	ECPD now deploys four (4) Field Patrol Teams, each supervised by a field sergeant responsible for team personnel and activity management. ECPD sergeants are scheduled to provide supervision 24/7. Kensington officers will be will receive the same supervision as other patrol team members in terms of on-site assistance with critical or unusual incidents, scheduling / staffing issues – planning, field report review, performance evaluations. • No additional staff will be required to support Kensington Officers.
Investigations	ECPD now employs a six member investigative unit. Predicated on the Kensington investigative workload analysis of felony and misdemeanor crimes, the resources of a part time detective, (20 hours per week) would be required to maintain existing service levels. Report information generated by Kensington field patrol officers will be processed and referred as appropriate for follow-up investigation by this detective. • No additional staff will be required to support Kensington Officers.

Support Services	<p>ECPD now employs a 6-member support services unit that performs general records management functions that include incident report processing, subject indexing, and statistical reporting. This unit will process the Kensington workload (8% of the combined workload of each agency) generated by the Kensington officers and investigative detective. Monthly and annual statistical reports will be specific to Kensington, not a composite of both agencies.</p> <ul style="list-style-type: none"> • No additional staff will be required to support Kensington Officers.
Administrative Oversight	<p>Administrative oversight is allocated by “chain of command” (line of authority) of the six (6) additional officers required for Kensington field patrol. This administrative oversight is built in for personnel administrative purposes that include among other duties, personnel processing (payroll, benefits) training, administration of personnel misconduct complaints, etc.</p> <ul style="list-style-type: none"> • No additional staff will be required to support Kensington Officers.

The staff and proposed duties, although developed through objective analysis and consensus is certainly subject to negotiation if discussions move to a future stage of contract development.

Kensington would retain the General Manager / Chief of Police position to provide contract oversight and continue with other District duties. The District Secretary and the Police Service Aide position would also remain with the District in their same capacities.

5. COST AND POTENTIAL SAVINGS FOR CONTRACT SERVICES

Projected costs with the ECPD using the 2009 / 10 financial plans for each of the two agencies would realize an estimated annual savings to Kensington of **\$147,919**.

Summary Cost Comparison of Contract Service

Cost Factor Description	Cost
Cost to Kensington Today for Police Services – 2009 / 2010 Budget	\$2,185,012
Total Cost if Contracting with El Cerrito	\$2,037,093
Saving to Kensington by Contracting with El Cerrito	\$147,919
Cost Associated with the Transition to Contract Services – Over 18 Months	\$500,969

The next table illustrates a comparative summary of “projected contract costs” for Kensington with El Cerrito vs. current costs of providing police services.

Summary of Kensington Costs

Cost Factor Description	Projected Contract Costs for Kensington	Kensington Annual Operating Costs
Police Salary and Benefits for Kensington <ul style="list-style-type: none"> • These costs are for the Kensington Staff. Projected Contract Costs are for the remaining Kensington staff funded in this police budget section and current / retiree medical expense. 	\$513,339	\$1,811,512
Police Expense <ul style="list-style-type: none"> • Projected contract costs are primarily associated with the Communications / Records Management contract and vehicle fuel and maintenance expense retained by Kensington. 	\$231,965	\$270,600
Police Related District Expense <ul style="list-style-type: none"> • These costs are for legal counsel and criminal justice network fees. 	\$10,400	\$72,900
Police Related Capital Outlay Expenses <ul style="list-style-type: none"> • Vehicle replacement 	\$30,000	\$30,000
Sub Total – Direct Costs that Kensington Would Continue to Pay With and Without Contractual Support from El Cerrito.	\$785,704	\$2,185,012
El Cerrito Contract Expense for Police Services <ul style="list-style-type: none"> • Fees charged by El Cerrito for six officers, support functions, and administrative overhead. 	\$1,251,659	\$00.00
TOTAL COST TO KENSINGTON	\$2,037,093	2,185,012
Projected Cost Savings to Kensington by Contracting with El Cerrito	\$147,919	

Table Note:

* For Contract Costs Kensington would continue to pay \$785,704 for ongoing expenses specific to the law enforcement mission in addition to the \$1,251,659 for direct and indirect personnel and service support from El Cerrito.

The following table displays the “direct” and “indirect” personnel costs and fees for personnel services with ECPD and potential new revenues to El Cerrito resulting from the contract:

Total Projected El Cerrito Costs for Contract Services

Position	Annual Cost for Services	Additional Staff Yes / No	New Revenue to El Cerrito (by using existing staff)
Six Patrol Officers	\$895,985	Yes	Difference Between Actual Officer Expense and Top Step Offers Opportunity for Negotiation
Field Supervision	\$161,304	No	\$161,304
Support Service	\$44,404	No	\$44,404
Investigations	\$74,225	No	\$74,225
Admin. Overhead	\$75,741	No	\$75,741
TOTAL CHARGE TO KENSINGTON	\$1,251,659		\$355,674

6. STUDY TRANSITION PLAN AND ASSOCIATED COST

A major component of outsourcing police services is the transition and associated costs moving from the independent police department to contract services. Significant with this transition is the projected time and associated costs.

The projected timeframe is eighteen (18) months. Although many of the elements of this transition are standard, two issues surface that should be acknowledged. First is the potential impact on existing personnel and the other is the recent ordinance adopted by the Board that requires voter approval to move from an independent police department to a the provision of contract services by another law enforcement agency.

Existing Personnel:

During this transition period, current police personnel will be searching for other employment if not granted some form of "direct appointment" with ECPD in the early phase of the contract negotiations. This is not the current policy of ECPD. It is therefore necessary to provide a plan for field (patrol) staffing to manage any attrition by existing staff to other employment.

Included in the Transition Plan are two alternatives are presented which would be administered by the GM/COP; (1) a "Bonus Incentive Plan for staff that agree to stay through the transition period and (2) a plan for "Interim Contract Officers" to serve until replaced by contract officers provided by El Cerrito. The potential liability for the two alternatives is \$40,000 over a twelve (12) month period.

District Ordinance:

The process of gaining voter approval to replace the independent Kensington Police Department with a contract for police service is projected to take four to six months. The process of public outreach could begin with the decision by the Board to move into preliminary negotiations to identify terms and conditions of a potential contract for police services. These negotiations would certainly be predicated on the District's inability to fund police services at the existing level and that contracting would offer an attractive alternative in terms of full or modified service.

Also associated with "contract services" are projected Kensington costs for transition to contract services. These one-time costs of approximately \$459,000 are primarily associated with the recruitment, background, training and orientation of the six new officers required to staff Kensington. Some of these costs could potentially be reduced through contract negotiations and / or change in policy regarding the transfer of Kensington police officers to ECPD following the required background process. This cost would span a period of the eighteen months projected to complete the transition.

7. ADVANTAGES AND DISADVANTAGES OF CONTRACT SERVICES:

The following points, developed during the study process, summarize the "advantages" and "disadvantages" for the District of Kensington by contracting with the City of El Cerrito for law enforcement services.

Factor	Description / Key Issues
ADVANTAGES	
Reduced Cost	Reduced costs for providing police services to Kensington. Pay for only those line service delivery resources required to maintain existing or desired levels of service.
Recruitment / Training	Recruitment and personnel processing, orientation and training becomes the function of El Cerrito.
More Time for GM/COP	Will provide the General Manager with more time for other District related duties
Reduced Personnel Administration	District staff reduced to General Manager, District Secretary, and Community Services Officer. Payroll, Benefits, Employee Orientation
Access to Special Resources	Contracting with another law enforcement agency allows Kensington to leverage the resources of the "full service" El Cerrito Police Department.
Common Boarder	El Cerrito is contiguous to Kensington, (approximately 16 miles)
El Cerrito and Kensington are on the Same Radio Frequency	El Cerrito and Kensington are on the same radio frequency. No modifications of radio / emergency communications infrastructure will have to be modified as a result of a contract. Kensington 9-1-1 service and dispatch will remain that same with specific call management for Kensington Residents.

Administrative Oversight	Time and expense associated with the planning and administration of mandated and perishable skills training, personnel administration and personnel misconduct complaint management will reside with El Cerrito.
Kensington Retains Identify	Contract Officers to be in Kensington police uniforms and in Kensington Marked police vehicles. Contract Officers are selected from a pool of El Cerrito Officers through a community panel Chaired by the District General Manager. General Manager to disqualify "contract staff" that are not a good Kensington "fit". The Public Safety Facility will continue to be the point of community contact for Police Service Business.
Established Good Working Relationship.	Displayed past history of good line level (field officer) working relationship.
Field Supervision – 24/7	First line field supervision and patrol team management immediately available 24/7.
Enhanced Coordination of Resource for Critical Incident Response	Coordination and Resource (personnel) Management of response to critical of unusual Kensington incidents will be facilitated due to the affiliation that the Contract Kensington Officers will have as a component of the El Cerrito Field Patrol Team.
Kensington Officers No Longer Work Alone	Kensington Field Officers are no longer required to work alone as is the current practice with no formal El Cerrito affiliation.
Kensington Receives Immediate Back-up Support	Kensington will have immediate field response coverage when the Kensington Contract Officer is out of service on a call or arrest when formerly another officer was called in early or from "off-duty" to provide field coverage.
DISADVANTAGES	
Defining and Accounting for Contract Terms and Goals	Maintaining specific contract terms, goals and objectives and evaluation of service by the General Manager requires detailed and timely accounting.
Contract Staff Attrition	Contract Personnel Staff attrition in less than the established term of four years impacting ability to develop long-term District relationships.
Limited Depth of Resource at the Police Officer Level for Kensington Appointment	Limited depth of resource for the selection of six (6) Kensington Officers from an available pool of 36 classified as police officers. Limited interest to work Kensington could require unsolicited unilateral administrative assignment to Kensington to fulfill contract terms.
Kensington "Loss of Control"	Perception of "loss of control" for police services. Personnel costs associated with wage and benefits. Enforcement philosophies. Executive Team (Chief) transition – change in philosophy. Assurance of specific Kensington Officer coverage 24/7

<p>Current Kensington Officers Not Guaranteed Positions with El Cerrito</p>	<p>Kensington Officers are not eligible for "Direct Appointment" to El Cerrito. Existing El Cerrito policy is that all lateral applicants pass initial testing for employment consideration.</p> <ul style="list-style-type: none"> • Adverse personal impact on Kensington personnel • Kensington Officers will look for other employment during Transition • Expense associated with "retention bonus" / hiring incentives • Attrition impact on those officers that stay.
<p>Start-up Costs to Restore Independent Police Department Would be Costly</p>	<p>Start-up costs to restore police services in terms of recruitment, training, transition planning, would be costly.</p>
<p>Transition to Contract Services is Projected to Take 18 Months and Expensive at a Project \$501,000</p>	<p>Transition Plan that is projected to take eighteen (18) months. Transition elements are:</p> <ul style="list-style-type: none"> • Political / Community endorsement • For Kensington, voter approval to move forward, (Ordinance passed 10/20/09. • Hiring of six Kensington Contract Officers. • Existing Kensington personnel attrition if existing El Cerrito hiring policies are not modified.

8. STUDY CONCLUSION

Initial preliminary evaluation of the potential of outsourcing police services to ECPD displayed promise in terms of reduced costs through economy of scale, proximity of the provider and depth of resource offered for specialized services. A more in-depth evaluation of Kensington on-going direct costs, refined ECPD fair and equitable fees for required services, the cumbersome and costly transition process and potential adverse impact on the existing Kensington staff, suggest sufficient economies and / or service enhancements are not present to focus immediately on contracting as a service alternative.

CHAPTER 1

INTRODUCTION TO THE STUDY

Consulting on Police Services was retained as a “special employee” to the District Board to provide an assessment of matters of significance that relate to the management and general business operations of the District.

Within the scope of this authority, this report serves as a “summary feasibility study” for outsourcing police services by contract with the El Cerrito Police Department as an alternative for maintaining the present District Police Department.

The primary issue that led to this study was concern over the current and projected escalating cost of maintaining the District Police Department, and subordinately, internal issues of personnel conflict and associated issues of alleged misconduct, that have resulted in increased organizational mitigation costs (legal / consulting) that have existed over the term of the past three Police Administrations, (five to eight years). Aside from the aforementioned issues the Kensington Community continues to express satisfaction with the “high level” of general and specific services provided by the Police Department.

In fiscal year 2008/09, the final adopted District budget displayed a projected deficit (expense vs. revenue) of \$265,581 and for 2009 / 10 another projected deficit of \$364,265. The primary District expense is “Police Salaries and Benefits”, approximately 73.7%, and “Other Police Expense” at 11% for approximately 84.7% of the 09 / 10 adopted operating budget. With police personnel and Cal PERS retirement costs (now at 40%), an increase in District deficit spending promoted by police service expense is projected to continue.

In 1980, the residents of Kensington approved resolutions 84-01 and 84-02, setting into motion a proposal for a special tax and special election for the special tax. The voters approved additional increase or separate taxes in 1984,1993,1994, and 1997. In 1997 the voters established a “cap” on special tax fees now in place today, which are:

- \$300.00 per single family residential / miscellaneous improved properties
- \$450 for multiple unit and commercial / industrial properties.
- \$90.00 for unimproved property

An amendment to the Special Assessment Resolutions is now being developed for voter deliberation that proposes an increase to the special tax to maintain revenues to support existing Kensington Police service levels.

Additionally, with the emergence of this proposed amendment members of the District Board wanted to explore, for a better comparative understanding of police service delivery alternatives, the feasibility of contracting for police services with the City of El Cerrito. Two Board Members solicited preliminary interest and feasibility evaluation from the El Cerrito City Manager and Chief of Police to provide services for the District of Kensington. This information, developed in the first quarter of 2009, was used as a basis for this summary feasibility study.

Study methodologies were, through a series of meetings and information exchange with the El Cerrito Chief of Police, to bring to the District Board and Kensington Community a feasibility evaluation of potential costs and associated issues of contracting for police services with the City of El Cerrito. "Negotiations" were not part of this process. This Feasibility Study then would be a precursor to a more in depth evaluation should sufficient economies be present and interest by the Board in moving to the next phase. These meetings were supported with 2009/10 financial plans, current and forecasted wage and benefits schedules, past and present agency workload comparisons, agency staffing and associated deployment plans, bargaining unit contracts, and descriptive analysis of current service levels and associated costs. Again, the focus of these meetings and information exchange was to develop a common understanding of services, resources, and issues and feasibility of a potential contractual relationship for a contract for police services. Negotiation of Terms for a potential contract was not part of the process. General topics of focus were:

- El Cerrito Political Environment and Feasibility to Move Forward.
- Basic Contract Structure and Fee Assessment.
- Service Requirement to Maintain Kensington Existing Service Levels.
- El Cerrito Personnel and Resource Capacity
- Peripheral, Support Services / Administrative Services Support



- Transition of Service / Potential Issues.
- Existing "Third Party" Contracts / Retention of Certain Operations
- Contract Elements
- Term of Contract

Draft and final information and analysis as developed was reviewed by a project Steering Committee, comprised of two District Board Members, a Community Member and the General Manager / Chief of Police. Additionally, this same information was sent to the El Cerrito Chief of Police for review and potential comment.

CHAPTER II

DEMOGRAPHIC, RESOURCE, WORKLOAD PROFILE

This Chapter provides profile descriptive information pertaining to each of the two organizations in an effort to describe demographic relationships, services, staffing, organization, operations and workload information.

The profile is used as a tool to identify capacity, depth of resource, economies of scale, positive and negative aspects, issues of potential conflict or concern, and certainly issues for discussion during potential contract negotiations. When appropriate reference will be made to preliminary contract terms and conditions that will appear later in this study.

The profile was developed through interviews, review of annual budgets, statistical reports, collection of field workload data from the Richmond Communications Center, demographic information from LAFCO reports (Dudek Consulting, October 2009), City-Data.com, and work with the El Cerrito staff.

The sections that follow provide:

- Summary Demographic Description for Kensington and El Cerrito
- Summary Description and comparison for Each of the Two Police Department, in terms of Resource, Workload, Structure and Service.
- Positive and Negative Aspects Associated with El Cerrito Providing Contract Services for Kensington.

1. GENERAL DEMOGRAPHIC INFORMATION FOR KENSINGTON AND EL CERRITO

The City of El Cerrito encompasses an area of approximately 3.7 square miles and is bounded on the southeast by the District of Kensington community. El Cerrito's Sphere of Influence is approximately 4.8 square miles and includes Kensington. The City is considered a "built-out bedroom community" with a population of approximately 22,514.

Kensington is approximately one (1.15) square miles with 5,327 residents. The District resides along the El Cerrito Southern boarder.

The contiguous boarder between the two is approximately sixteen, (16) miles.

Demographic Information for Kensington and El Cerrito

City / Town	Population	Sq. Miles	Median Income	09/10 Police Budget	Cost Per Resident
Kensington	5,327	1.15	\$111,943	2,132,642	\$400.00
El Cerrito	22,514	3.65	\$68,727	9,028,923	\$401.00
TOTAL	27,841	4.8			
Percent	19% / 81%	24% / 76%			

Table Note:

- Police Service Cost per capita for Kensington is \$400.00 per resident.
- Police Service Cost per capita for El Cerrito is \$401.00 per resident.
- Population Density for Kensington @ 4,600 people per square mile is average
- Population Density for El Cerrito @ 6,096 people per square mile is high

2. KENSINGTON / EL CERRITO POLICE DEPARTMENT BACKGROUND INFORMATION

Each of the two agencies are full service police departments that differ only in scope of service provided. El Cerrito operates various programs through each of three divisions, Field Operations, Administrative and Support Services, and Investigations. The Department is authorized to have 45 sworn officers with 10.5 civilian employees.

Kensington, with ten (10) authorized sworn positions and two (2) part time non-sworn positions provides general law enforcement police service 24/7. These services include high service level programs such as vacation house checks, senior monitoring program, and residential key / house check / alarm program, all of which are not typically offered by law enforcement as standard on-going programs. These programs will certainly be a significant negotiation component for inclusion with contract services. Additionally, the Department provides investigative support, (one investigator) and administrative and support services support. As reflected inn the following two tables, ratios in all categories range between eight (8%) and ten (10%) percent.

Police Staff and Activity Information

City / Town	Sworn	Officers per 1,000 Residents	Non-Sworn	Calls for Service C/Y 2008	2007 Part I Offenses
Kensington	10	1.9	2.	3,332	130
El Cerrito	45	2.0	10.5	16,763	1,318
TOTAL	55	2.0	12.5	20,095	1,448
Percent	18% / 82%			17% / 83%	9% / 91%

Data Source

- Calls for Service Numbers from Richmond Billing for 2008

El Cerrito / Kensington Part I Offense Comparison

Year	Part 1 Offenses El Cerrito	Part I Offenses Kensington	Total Part I Offenses	El Cerrito Percent	Kensington Percent
2006	1,644	132	1,776	93%	7%
2007	1,318	129	1,447	91%	9%
2008	1,208	120	1,328	91%	9%
TOTAL	4,170	381	4,551	92%	8%
Average	1,390	127	1,517	92%	8%

Data Source:

- Kensington – In-house Statistical Information
- El Cerrito - Crime Statistics Posted on Department Web-Site for 06,07. FBI Statistics for 2008.

Both Departments contract with the State and other local agencies for certain support services. Police dispatching and radio communications are contracted with the Richmond Police Department. The County provides forensic services and animal control. Both are in a consortium with other West County police agencies for a joint Records Management System, and West County Narcotics Task Force. Each Department will retain these separate third part contracts for these support services under the preliminary discussed feasibility of contract terms. Kensington in this regard continues to pay for services directly associated with police activity generated by the Kensington community.

Both Departments now operate and would continue to operate from their respective "Public Safety Facilities". The El Cerrito Police Department is housed in the El Cerrito Public Safety Building located in the City Hall Complex with Fire Station 71 (Fire Administration). This facility needs to be replaced due to seismic issues, lack of space, and outdated features. Funding sources or a specific location for this estimated \$25 million dollar project have not yet been identified. Kensington Police use a Public Safety Facility that is housed with and leased from the Kensington Fire Protection District. Contract personnel would conduct all Kensington business from this facility as services are now provided bearing Kensington uniforms and driving Kensington marked patrol vehicles.

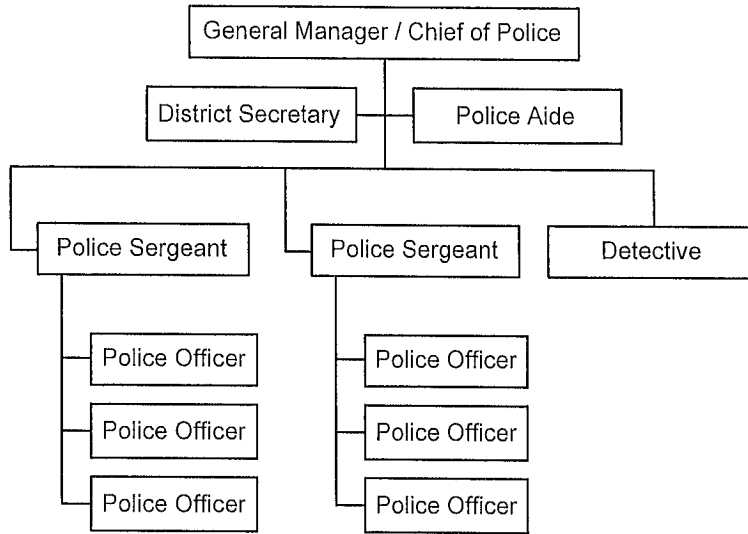
(1) Kensington Police Department

As stated previously, there are currently 12 paid positions in the District, which include the General Manager / Chief of Police, two Police Sergeants, one detective, six patrol officers, one Police Services Aide (part time), and the District Secretary / Park Administrator (part time). The GM/COP is the top administrator for the District and is responsible for the law enforcement function. The Police Sergeants provide first line supervision and are generally on call for critical incidents when off duty. They are provided with clerical support from the Police Aide and District Secretary for general personnel administration, statistical (crime and incident) reporting, and scheduling oversight.

The District Secretary and Police Aide would be retained as District employees if El Cerrito were engaged for contract services. They would continue to provide community related disaster preparedness / crime prevention services and provide general contract administration, equipment maintenance coordination, and accounts payable for District Police Services.

The following Chart of Organization displays the alignment of personnel when at full authorized staffing.

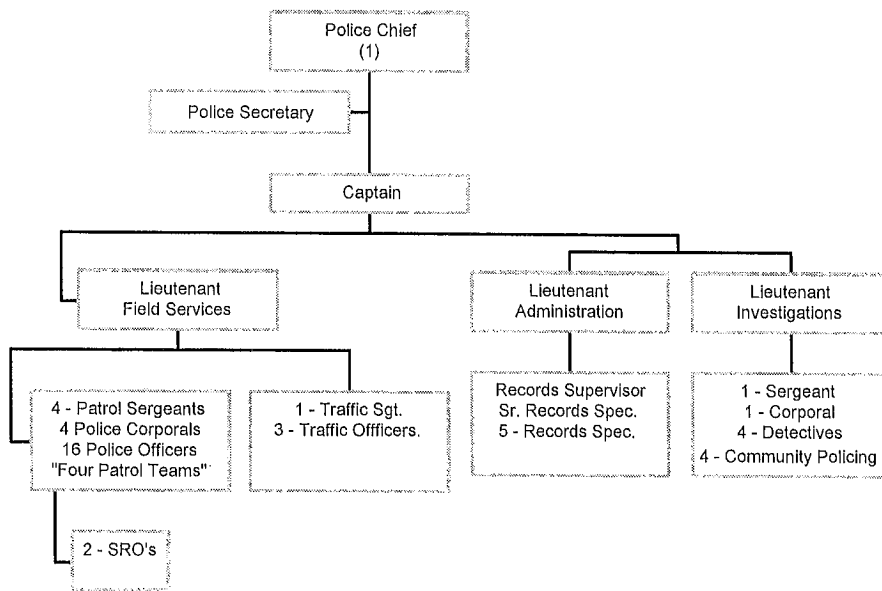
Kensington Chart of Organization



(2) The El Cerrito Police Department

The following displays a summary overview of the basic Chart of Organization for the City of El Cerrito Police Department, followed by a table that provides a list of staff positions and a summary of job tasks.

City of El Cerrito Police Department - Summary Chart of Organization



The table of organization presented above is a proposed structure that will be in place in January of the 09 /10 fiscal year. The Police Chief will have direct supervision of one Captain. The Captain will manage the daily operations of the three main segments of the Department, Field Services, Administration, and Investigations, each headed by a Lieutenant. This structure will allow the Chief to focus on general administration of the Department, leadership development, future needs and goals of the organization, and monitor closely the potential contract services provided to Kensington.

The current patrol work schedule provides for "Four Patrol Teams" each working a 12 hour shift, (0600 to 1800 & 1800 to 0600). Each of the four Patrol Teams are staffed with a field supervisor, (sergeant) an immediate subordinate, (corporal), and four patrol officers for a total of a six member patrol team. The teams are each deployed to cover three established "patrol beats". With one officer available as a general support officer, not assigned beat responsibilities.

Six potential "Kensington Contract Officers" (discussed later in this study) would become part of this field deployment structure and assigned specifically to Kensington with field supervision and personnel resource support of other patrol team members.

The following table provides a list of "major program" staff positions for the El Cerrito Police Department and a summary of their job tasks. Incorporated in "italicized font" are support services that would be provided with a potential contract.

El Cerrito Police Department Summary Job Description Profile

Service Area	# of Personnel	Staffing Approach / General Functions
Sworn Management Staffing	1 Chief 1 Captain	<p>The Chief provides overall leadership, direction and management of the Department and has a significant role in daily operations; the Captain provides general support to the Chief and has direct oversight of daily operations and functioning of the Department.</p> <p>Kensington: (Chief 10%, Captain 10.1%)</p> <ul style="list-style-type: none"> • <i>Personnel Administration, Contract administration, Kensington Liaison, Board Presentations, Kensington Office Hours.</i>
Field Operations Division	1 Lieutenant	<p>Subordinate to the Captain, provides administration, management and direction for the Field Operations Division, Patrol, School Resource Officer Program, and the Traffic Program.</p> <p>Kensington:</p> <ul style="list-style-type: none"> • <i>Patrol Commanders, (Lieutenant) provides personnel administration for additional Kensington personnel, (14.1%)</i>
Field Services Patrol Staffing	4 Sergeants 4 Corporals 16 Officers	<p>Four, six (6) member Patrol teams work 12 hour shifts, deployed evenly over the 24/7 work week. Based on current staffing deployed to handle community generated calls for service workload as well as the time requirements necessary for proactive duties (i.e., directive patrol, traffic enforcement, etc.) and an 73% (2080 – 566 = 1518) availability rate for Officers.</p> <p>Kensington:</p> <ul style="list-style-type: none"> • <i>6 contract officers added to this division to provided specific field services for Kensington.</i> • <i>Field supervision provided to Kensington Officers by patrol team supervisors 24/7.</i> • <i>Kensington staff (6) would become 23.1% of patrol team resource.</i>
School Services	2 School Resources Officer (one additional SRO recently added)	<p>Two Officers, assigned to the Field Services Division provide School Resource Officer Support to El Cerrito Middle and High Schools.</p> <p>Kensington:</p> <ul style="list-style-type: none"> • <i>SRO supplemental resource available by hourly compensation for short-term specific programs.</i>

Service Area	# of Personnel	Staffing Approach / General Functions
Traffic Enforcement	1 Sergeant 3 Officers	<p>Traffic Team members work a 4/10 plan, M/Sat. Two Team members are assigned to motorcycles and the other two are in marked vehicles.</p> <p>The Sergeant provides Team supervision and Traffic Program Management which requires 40% administrative time.</p> <p>Primary responsibility is to enforce traffic laws. Other tasks include accident investigations when on duty, including responding to major accidents on an on call basis; support of patrol functions as required.</p> <p>Kensington:</p> <ul style="list-style-type: none"> • <i>Traffic Team is a supplemental resource available by hourly compensation for short-term specific programs.</i>
Investigative Services Division	1 Lieutenant	Provides overall direction, administration, and management for the Investigative and Crime Prevention Units.
Investigations Crime Prevention	1 Sergeant 1 Corporal 4 Detectives 4 Police Officers	<p>The Sergeant provides supervision of work unit and follow-up investigation of crimes that occur in El Cerrito. Unit staff work a 4/10 plan with weekends off.</p> <p>1,318 Part I Crimes 330 per four "core investigators. Industry norm is 400 per core investigator.</p> <p>Tasks include investigation of all felony crimes and any other investigations assigned by the Chief, Capt. or Lt., follow-up investigations of persons and property crimes; investigate all of the cases that are related to juvenile offenders (both person and property crimes) child abuse, sexual assault crimes; participate in monthly task force operations (vehicle theft, sex/drug registrant audits); conduct crime trend analysis to provide information for pro-active approach to preventing and reducing crime; education of the public on crime prevention methods.</p> <p>Kensington:</p> <ul style="list-style-type: none"> • <i>Contract for ½ time Detective, (20 hours per week) for Kensington follow-up investigative resource.</i> • <i>Crime Prevention is a supplemental resource available by hourly compensation for short-term specific programs.</i>

Service Area	# of Personnel	Staffing Approach / General Functions
Administration and Support Division	1 Lieutenant	Subordinate to the Captain this position provides administration, management and directions for budget construction and management, Department records management, training and personnel management, and policies and procedures.
Records / Information	1 Records Supervisor 1 Sr. Records Specialist 4 Record Specialists	Front counter staffing 5 days per week, 52 weeks per year. Provide supervision for all records related staff and functions. Tasks include: provide front counter services to the public M-F 8-5, data entry of reports, citations, other information into RMS and other records and information systems, process Department warrants, liaison with District Attorney on criminal cases, process/distribute subpoenas to Officers, provide fingerprinting services to the public, respond to requests for information/reports and other miscellaneous clerical/records related tasks. Kensington: <ul style="list-style-type: none"> • <i>Processing of Kensington generated incident reports, statistical reporting specific to Kensington, business transactions available at Kensington Public Safety Facility.</i> • <i>8% of Kensington additional workload incorporated into existing duties.</i>
TOTAL AUTHORIZED STAFFING	55 Full Time	45 sworn and 10.5 civilian staff positions

Table Notes:

- Only major Department Programs that might have an impact on Kensington Contract Services were listed.
- With the addition of six (6) Kensington contract officers the authorized strength for the El Cerrito Police Department becomes "61 sworn and 10.5 civilian staff positions".

3. Positive and Negative Aspects of Contracting with the City of El Cerrito.

The following points summarize the positive and negative aspects of the District of Kensington contracting with the City of El Cerrito for law enforcement services:

Positives:

- Reduced costs for providing police services to Kensington. Pay for only those line service delivery resources required to maintain existing or desired levels of service.

- Recruitment and personnel processing, orientation and training becomes the function of El Cerrito.
- Will provide the General Manager with more time for other District related duties and / or potential of modifying the work week schedule to part or partial time.
- District staff reduced to General Manager, District Secretary, and Community Services Officer.
- Reduced Personnel Administration time for General Manager and District Secretary.
 - Payroll and Benefic administration
 - New employee orientation
- Contracting with another law enforcement agency allows Kensington to leverage the resources of the “full service” El Cerrito Police Department.
 - Hourly supplement for Traffic Enforcement, School Resource Officer, Crime Prevention, Bicycle Officers, Unmarked Patrol Coverage, and / or additional Investigative duties.
- El Cerrito is contiguous to Kensington, (approximately 16 miles)
- Kensington and El Cerrito Police, and the Kensington Fire District contract with the Richmond Communications Center for Emergency Communications service enhancing a coordinated response to local and regional emergencies.
- El Cerrito and Kensington are on the same radio frequency. No modifications of radio / emergency communications infrastructure will have to be modified as a result of a contract. Kensington 9-1-1 service and dispatch will remain that same with specific call management for Kensington Residents.
- Time and expense associated with the planning and administration of mandated and perishable skills training, personnel administration and personnel misconduct complaint management will reside with El Cerrito.
- Contract Officers to be in Kensington police uniforms and in Kensington Marked police vehicles.
- Contract provision that allows the General Manager to disqualify “contract staff” that are not a good Kensington “fit”. (following consultation with the El Cerrito Chief of Police) within one week after notification.
- Contract Officers are selected from a pool of El Cerrito Officers through a community panel Chaired by the District General Manager who in turn make (non-binding) recommendations to the El Cerrito Chief of Police for Kensington assignment

- The Public Safety Facility will continue to be the point of community contact for Police Service Business promoting “transparency” for the move to contract services.
- Displayed past history of good line level (field officer) working relationship
- First line field supervision and patrol team management immediately available 24/7.
- Coordination and Resource (personnel) Management of response to critical of unusual Kensington incidents will be facilitated due to the affiliation that the Contract Kensington Officers will have as a component of the El Cerrito Field Patrol Team.
- Kensington Field Officers are no longer required to work alone as is the current practice with no formal El Cerrito affiliation.
- Kensington will have immediate field response coverage when the Kensington Contract Officer is out of service on a call or arrest when formerly another officer was called in early or from “off-duty” to provide field coverage.

Negatives:

- Defining and maintaining specific contract terms, goals and objectives and evaluation of service by the General Manager requires detailed and timely accounting.
- Contract Personnel Staff attrition in less than the established term of four years impacting ability to develop long-term District relationships.
 - This would result from opportunities for advancement / specialty assignment within the El Cerrito organization.
- Limited depth of resource for the selection of six (6) Kensington Officers from an available pool of 36 classified as police officers. The available pool would be as follows: (data source 09/10 El Cerrito budget)
 - 29 field patrol officers (23 existing + 6 additional for Kensington)
 - 4 police officers assigned as detective
 - 3 police officers assigned as traffic officers
 - Limited interest could require unsolicited unilateral administrative assignment to Kensington.
 - Consideration of “Specialty Assignment Compensation”, (5%) to promote interest.
 - Potential issue “working conditions” with the police bargaining unit.

- Perception of “loss of control” for police services.
 - Personnel costs associated with wage and benefits.
 - Enforcement philosophies, (“letter vs. the spirit” of the code)
 - Executive Team policing philosophies and / or new Chief of Police
 - Assurance of specific Kensington Officer coverage 24/7.
- Kensington officers are not guaranteed positions with the El Cerrito Police Department as a result of contract services. Existing El Cerrito policy is that all lateral applicants pass initial testing for employment consideration. The passing criteria is above norms accepted by POST.
 - Personal impact on existing Kensington personnel
 - The period of transition to a contract with El Cerrito is approximately 18 months. During this period, (with no guarantee for employment) they will begin to look for other employment opportunities.
 - Consideration of “Retention Bonuses” and / or Interim Contract Officers would have to be considered.
 - The above two programs are projected to have a potential liability of approximately \$40,000.
- Start-up costs to restore police services in terms of recruitment, training, transition planning, would be costly.
- Transition Plan that is projected to take eighteen (18) months. Transition elements are:
 - Political / Community endorsement
 - For Kensington, voter approval to move forward. (Ord. passed 10/20/09)
 - Hiring of six Kensington contract officers.
 - Existing Kensington personnel migration if existing El Cerrito hiring policies are not modified

CHAPTER III

ASSUMPTIONS AND GUIDING PRINCIPLES

This Chapter provides a summary overview of assumptions and guiding principles developed in discussion in review of potential issues to be used as overarching strategies to help identify service levels, resource requirements, and equity in cost assessments for this preliminary contract feasibility phase of contract evaluation.

The following matrix provides these assumptions regarding the various organizational and operational aspects of contracting with the City of El Cerrito for police services. These assumptions serve as an outline for future contract negotiations and overall basis to evaluate and analyze the operational structure and costs of service.

Service Area or Item	Assumption
Contract Structure Service Assessment	<ul style="list-style-type: none"> • That contract services will be the same high level, professional service that is now provided to the citizens of El Cerrito at a fair cost that is the result of objective analysis. • That the City of El Cerrito will not subsidize Police Services provided to the District of Kensington through this Service Alternative Contract. • District revenues generated through police activity will be distributed to the District
Overall Assumption	<p>The level of service provided to the District of Kensington will “minimally” remain the same as the current level of services provided by the Kensington Police Department as authorized staffing and selected indicators for evaluation will be by mutual agreement in final contract negotiations.</p>

Service Area or Item	Assumption
Service Level Indicators	<p>The current service level indicators as reported in the El Cerrito 2009 - 2010 Budget will be maintained and used as a base from which to begin contact negotiations. Some of these are:</p> <ul style="list-style-type: none"> • Respond to calls for service as established and set forth in the 09/10 El Cerrito budget (pg. 121 table 6-2 Response Times) for 2008 (P-1, 4:24; P-2, 7:30; P-3, 5:13; P-4, 17:29). These times are better than established industry norms. • Provide thorough investigations of felony crimes against persons and property and selected misdemeanors industry standard clearance rates as target objectives. • Provide Established administrative support functions now in place for District police operations. These functions will include but will not be limited to personnel administration (staffing, training, recruitment) administration of personnel complaints, records management – monthly and annual reporting, property and evidence. • Assigned officer participation in District Community events as established by past practice, (National Night Out, Annual Community Parade, Administrative Presence at Board Meetings, and Administrative Office Hours at the Kensington Facility.
Sworn Management Staffing	<p>El Cerrito Police Executive Team liaison to the General Manager for general day to day operations and for Board presentation as deemed appropriate by the General Manager but not less that 1 annual presentation of the "State of District Police Service to the District Board and General Kensington Community.</p>
Selection, Assignment Term, and Removal of Contract Officers	<p>A Kensington Contract Officer Selection Committee will be convened by the General Manager to interview and make recommendations to the El Cerrito Police Executive Team for those interested in the Kensington assignment.</p> <p>A flexible (proposed) four (4) year term of assignment will be at the discretion of the El Cerrito Police Executive Team.</p> <p>The District General Manager may cause the reassignment of a Contract Officer following consultation with the El Cerrito Chief of Police.</p>
Kensington Contract Officers will Be Identified as District of Kensington Staff.	<p>Officers will wear Kensington Uniforms and drive Kensington Vehicle bearing the Kensington Logo.</p>
Patrol Staffing	<p>There will be sufficient patrol units for the District based on its respective call for service workload and the ability to meet adequate proactive and response time goals. Proactive /uncommitted time for crime prevention will reside at not less that 50% (high industry norm).</p>

Service Area or Item	Assumption
Patrol Field Supervision	At least one field supervisor, ("first line" as defined in El Cerrito protocols) will be scheduled for general El Cerrito field operations that will include contract staff assigned to the District. Supervision will include response and assistance for critical / unusual incidents, problem oriented policing (POP) projects administration, report review, general assistance and overall Patrol Team management with District personnel recognized as a component.
Traffic Enforcement	Maintain the current level of traffic safety services through general field staffing. Specific Traffic Enforcement will be made available through mutual agreement by the hour.
Investigations	Maintain the current level of investigative services to provide follow-up investigations for felony "persons and property crimes", youth services and high profile and other misdemeanor crimes identified in existing protocols. This staffing will be predicated on the application of contemporary investigative case management policies / practices. Service will be provided by the El Cerrito Investigations Unit initially set at 20 hours per week.
School Services	Maintain the current level of school services maintaining a working relationship with the local Kensington School. Additional school services will be made available through mutual agreement by the hour.
Crime Prevention and Community Services	Maintain the same Crime Prevention focus (proactive vs. reactive) as a duty of current non-sworn District staff. Participation in community events such as National Night Out and annual Kensington Parade are expectations of District contract staff assigned .
Emergency Preparedness	District non-sworn existing staff to continue to work with the Kensington Fire District and their efforts with the development and coordination of regional Disaster Preparedness. District contract staff to provide support as appropriate.
Police Department Administrative Support	Maintain the current Police Department administrative support staff (One District General Manager, One District Secretary, One non-sworn program coordinator.) .

Service Area or Item	Assumption
Records / Information	<p>There will be a sufficient number of records clerks maintained by El Cerrito for District Records maintenance, data entry, and mandated reporting.</p> <p>El Cerrito will act as liaison for the Richmond / Kensington Records Management System</p> <p>Kensington will retain it "ORI Number" to assure for specific Kensington reporting.</p> <p>Kensington Community Incident Reports will be made available to Kensington community members at the Kensington Public Safety Facility.</p>
City Administrative / Technical Support	<p>There will be a sufficient number of El Cerrito administrative personnel (human resources, finance / payroll, information systems, analysts, legal) based on the number of sworn personnel and necessary administrative work tasks.</p>
Other Programs and Services	<p>General enforcement of parking, animal leash law, existing and/or future Park Ordinance violations (complaints) will reside with Contract Field Officers.</p> <p>Participation in special / regional programs (i.e., task forces, etc.) will be through specific request of the District General Manager and follow-on contract amendment.</p> <p>Incidents requiring SWAT / Hostage Negotiation and Air support will continue to be coordinated by El Cerrito through CCC Sheriff's Department.</p>
Communications / Dispatch	<p>The District will continue to Contract (pay for service) with the Richmond Communications Center for police emergency and non-emergency communications service.</p> <ul style="list-style-type: none"> • 9-1-1 service • Direct call to the Richmond Center. • Continued "base station and vehicle" Radio and MDC support" • Continued monthly and annual statistical (9-1-1 / Response time) reporting. • Associated Records Management Support included as an element of the District contract with Richmond.
Crime Lab / Evidence Processing	<p>The District will continue to pay fees associated with the processing and evaluation of evidence for criminal prosecution through CC County or State / Federal resources as appropriate.</p>
Jail / Booking	<p>Continue to use the Contra Costa County Jail to book prisoners. Booking Fees paid by the District.</p>
Salary Costs	<p>Salary costs will be at the El Cerrito top compensation step for officer. When assigned as a 'specialty unit", (detective, traffic officer) the specialty compensation incentive will be included as part of the hourly rate.</p> <p>Salary costs will include all El Cerrito negotiated benefits, workers compensation, and other insurances, etc.</p>

Service Area or Item	Assumption
Employee Benefits and Retirement System Costs	Costs associated with the Contract Staff retirement system, (3% @ 50 for sworn and 2.7% @ 55 for non-sworn) will be born by the District as a component of "employee benefits which will also be charged to the District
Facility Operational Costs	<p>Existing facility maintenance and debt service / rental costs will remain with the District. District employees, (General Manager, District Secretary, and other non-sworn personnel will work at the 241 Arlington facility.</p> <p>Sworn Contract staff will use the Kensington Public Safety facility as a sub-station to El Cerrito just as the facility is used for the present Kensington Police Department. Field Patrol Team briefings / training <u>may</u> include Kensington Officers at the El Cerrito police facility.</p> <p>Community members will continue to use the Public Safety Facility as the initial point of contact to conduct police business.</p>
Vehicle, Information Systems and New Equipment Costs	<p>Existing costs associated with vehicle operation (fuel), maintenance and established replacement protocols will be used as well as those same costs associated with information systems equipment.. These costs will continue to reside with the District. Kensington Vehicle will bear Kensington Logo</p> <p>Costs for appropriate, (individual and collective) equipment for police service delivery will continue to reside with the District.</p>
Workers Compensation and Liability Costs	El Cerrito currently uses the Municipal Pooling Authority for workers compensation and liability insurance. Workers compensation rates (\$4.05 with an "x-mod" factor of .90 for sworn will be incorporated in costs for contract officer service. For Liability the current pooling rate (\$3.19 with an "x-mod" factor of .93) per officer assigned to Kensington will be paid by the District as part of the contract officer cost .
Process for Current Sworn Kensington Staff Acquisition by El Cerrito.	<ul style="list-style-type: none"> • Existing Kensington Officers will have the opportunity to join the El Cerrito Department following the established "lateral officer testing and background" process now in place with El Cerrito. • Sergeants and the Chief will have the opportunity to join the El Cerrito Department as officers following the same lateral testing process described above.
General Support Services	El Cerrito will provide the general support services, personnel administration including Internal affairs, mandated training, personnel records maintenance, payroll and other city employee services and operational supplies such as penal and vehicle codes.
Costs for Additional Officers.	<ul style="list-style-type: none"> • Costs associated with a request by the District to increase the number of officers will be a one time "Hiring Cost" and "Equipment Cost". Of \$5,434. <ul style="list-style-type: none"> - Hiring cost \$3,225, (Medical, Polygraph, Psychological, Background Administrative expense. - Equipment cost \$3,709. (safety equipment, uniforms, badge, utility equipment)

The terms and conditions of assumptions identified in the preceding matrix serve as a guide for this feasibility study and provide points of further negotiation for service, resource, and cost / fee assessment.

CHAPTER IV

CONTRACT RESOURCE AND COST TO MAINTAIN EXISTING SERVICE LEVELS

This Chapter provides an assessment of personnel resources and service requirements to meet service objectives identified as assumptions in the previous Chapter.

The first section will provide assessment of field patrol needs to provide the required resources to assure maintenance of the current (high) level of community service now in place. The second section of the Chapter will identify costs and associated duties for direct and indirect personnel resources.

1. PERSONNEL RESOURCE TO MAINTAIN KENSINGTON COMMUNITY SERVICE OBJECTIVES:

This first section of the analysis is based on the number of community requests for service, the time required to handle these calls and the remaining time available to conduct field proactive activities. The analysis focus then is to determine the number of "scheduled" patrol officers required to meet service level objectives.

As reflected in the following analysis, six (6) filed officers are required to provide scheduled staffing of thirty-six (36) hours per day to assure that one (1) officer is on duty 24/7.

(1.1) This analytical approach is characterized by several key factors, which include the following:

- Staffing should be examined both in terms of the ability of current staff to provide for effective law enforcement services (*i.e., proactive time available to do things to prevent crime and increase public perceptions of safety*) as well as the time to handle the workload generated by the public (*i.e., reactive time generated by calls for service*).
- Public policy is made by selecting a level of proactive time that is deemed to be "appropriate" for the community. In the case of the Kensington evaluation, the above average industry norm target time that would be reflective of the "community interaction and neighborhood attention" is 50% proactive time as defined later in this section.

Calculation of proactive time includes “Calls for Service” and accounts for “Administrative Time”, “Use of Leave”, and other factors. This “Proactive Time” has been calculated by using a mixture of known data combined with a series of assumptions predicated on the previous police services study completed for Kensington in 2007. The table below, provides a brief description of a *typical* basis for this calculation:

Factor	Basis
Calls for Service	Current Data
Call Handling Time	2007 Study
Back-Up Frequency / Number of Units per Call	Estimated 07
Duration of Time on Scene by Back-Up	Estimated 07
Number of Reports	2007 Study
Time to Complete a Report	Estimated 07
Number of Arrests	2007 Study
Time to Complete an Arrest	Estimated 07
Available Time of Officers / Officers on Duty	El Cerrito 73%

Using these data and estimates a calculation can be made to determine the staff resource necessary for the amount of proactive time required to meet field service staffing objectives. The calculation that is performed to determine proactive time, then, is as follows:

$$\text{Proactive Time \%} = \frac{(\text{Total Available Time} - \text{Reactive Workload Time})}{(\text{Total Available Time})}$$

Where “Total Available Time” is defined as the number of officers actually available in a given hour times 60 minutes and the “Reactive Workload Time” is defined as the average Total Committed Time per Call for Service multiplied times the number of calls for service.

This approach provides managers and policy makers with an easily understood (and easy to calculate) measure of the capability of the patrol force for providing directed and proactive law enforcement (it is the time left over once calls-for-service have been handled).

The following table shows the various target percentages for patrol units engaging in proactive time, and provides brief description of each.

Target	Description
40%	<ul style="list-style-type: none"> • Minimal level that should be targeted. • Below this level, response time performance could be impacted, lower priority calls may have to be held or interrupted for higher priority calls. • Does not facilitate high levels of "community policing" activities beyond basic proactive efforts by field patrol units (this is not to exclude proactive units such as PSU and COP being involved in these activities and programs).
45%	<ul style="list-style-type: none"> • Allows for higher service levels that enable the patrol personnel to focus on proactive efforts. • At this level, patrol personnel can be frequently involved in targeted and directed "community policing" activities.
50%	<ul style="list-style-type: none"> • Extraordinarily high service level. • Patrol staff can be involved in a wide variety of "community policing" functions. • Need for specialized / dedicated "community policing" units is diminished as patrol personnel should have time for these efforts themselves. • Employment of high service level programs such as "vacation house checks", the "residential key program" and "senior monitoring program".

The methodology is focused on evaluating patrol staffing and workload in this context and within the ranges noted in the previous table. The approach involves the following:

- Community Demand for Law Enforcement Services. This consists of citizen requests for a police response and is the basic measure of patrol workload.
- Time Required to Handle Calls for Service. This involves officer time associated with responding to the call; handling the call at the scene; making arrests and transporting arrestees to the jail (when required); and accomplishing other call related requirements such as immediate follow-up investigation by patrol and report writing.
- Officer Availability. Patrol services require that officers be deployed to the field 24 hours per day, seven days per week. The availability of each patrol officer position needs to be considered from two perspectives.
 - The impact of time off (for vacation, sick leave, training, and other authorized leaves) on the amount of time each authorized patrol officer actually has available to work; And the
 - Time lost during a typical work shift and not available for field law enforcement activities resulting from authorized meals and breaks, in-service training, and on-shift administrative duties.

- Composition of Patrol Officer Time While In the Field. Patrol staffing needs to reflect the balance of workload and time available that consists of the following two components.
 - Time required to handle calls for service, as described above.
 - Time available for pro-active activities including self-initiated enforcement activities by individual patrol officers (e.g. traffic stops, field interviews of suspicious persons); preventive patrol and community contacts / engagement.

This workload analysis provides the basis for staffing decisions. Staffing ratios such as “officers per thousand” are inappropriate as a basis for staffing decisions.

The table on the following page displays these criteria in a matrix that identifies the staff resource required to meet a defined “field proactive time percentage” as defined above.

**Kensington Summary Analysis of Patrol Staffing
12 Hour Staffing Plan**

Description	Workload	Hours
Community Generated Calls For Service – (Ave of 06,07,08)	2,410	
Associated Time For Each Call For Service (2007 Study)	62.1 Minutes	2,494 Hours
•• 27.8 minutes (average) for each call		
•• 10.6 minutes per call for back-up officer(s)		
•• 21.0 minutes per call for report writing		
•• 2.69 minutes per call for arrest and booking		
Time for "Proactive" (Preventative) Patrol & "Officer Self Initiated Activity" @ 50%		2,494 Hours
Total Projected Annual Hours		4,988 Hours
Officer Availability (El Cerrito Study – 2000 / 2004)	Annual Hours	
•• Compensatory Time Off	El Cerrito Study	
•• Vacation	El Cerrito Study	
•• Sick Leave	El Cerrito Study	
•• Disability / Workers Compensation	El Cerrito Study	
•• Other – Unpaid Leave	El Cerrito Study	
•• Training (External Training – Time Away from Department	El Cerrito Study	
Total Hours Per Year	1,514	
Net Available Work Time is 1,514 hours of Individual Officer Gross Work Hours of 2080	73%.	
Officer Shift Availability – 12 Hour Shift = 720 minutes		
•• Briefing and Travel to Beat	(30)	
•• Meal	(30)	
•• Breaks (2 @ 20 minutes)	(30)	
•• End & Beginning of Shift Vehicle Maintenance	(30)	
•• Internal Training	(30)	
•• Collateral Administrative Duties Required While on Duty	(30)	
Total Minutes Per Shift	(180)	
Net Available "On-Shift" Time is 540 minutes of 720 minutes available in the 12 hour shift.	75%	
Annual "Gross" Availability Percent	73%	
Time "On-Shift" Availability Percent	75%	
Net Officer Availability Factor of 2,080 Annual Hours	54.8%	1,140 Hours
Total Projected Annual Hours Required		4,988 Hours
Annual Individual Officer Hours Available		1,140 Hours
Sub Total Number of Patrol Officers Required		4.38 Officers
Total Number of Officer Required to Meet the Service Level Objective of 50% Proactive Time Available		5 Officers

(1.2) This portion of the staffing matrix then provides analysis of deploying patrol officers in a schedule that meets the previously stated service level objective of 50% proactive patrol time.

As discussed previously, with calls-for-service demand at 2,410 annually, (average of the past three years), “five (5) officers” are required to meet the “50% Proactive Time” service level objective.

To develop a staffing plan we again refer to “net availability to work” after time lost for vacation, sick leave, etc. is considered. The following table reflects the components used to determine this factor. Analysis conducted by the El Cerrito Police Department for the calendar years 2000 through 2004 sworn officers, using the criteria displayed in the following table were not available for 566.20 hours of the 2080 hours available in a field officer work year which leaves a “working availability rate of 1,514 hours per year.

Net Availability to Deploy
(Percentage of Time that an Officer Will be Available for a Shift)

Factor	Amount (Annual Hours)
Gross Work Hours	2,080
Time Lost For	
Compensatory Time	El Cerrito Study
Vacation	El Cerrito Study
Sick Leave	El Cerrito Study
Disability	El Cerrito Study
“Other” Admin. / Unpaid Leave	El Cerrito Study
Training	El Cerrito Study
Net Available Work Time	1,514
Availability Percent	73%

Using the “Net Availability Factor” displayed above, the following table displays the number of officers required to provide field patrol staffing for Kensington.

Patrol Staffing Required to Maintain Current Patrol Services
Staffed 24 Hours Per Day

Factor	Hours / Staff Required
Annual Hours Required to Provide One Patrol Officer for 24 Hours per Day	8,760 hours
Net Work Hours Available per Officer (73% of 2080 gross hours)	1,514 hours
Staff Required to Fill All Shifts	5.8 Officers
Total Staff Required	6.0 Officers Required

The schedule presented on the following page reflects the deployment plan for these six (6) officers.

12 Hour Work Day

PROPOSED KENSINGTON PATROL SCHEDULE

Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
PATROL TEAMS 1 & 2														
Officer 0600-1800	W	W	W	W	O	O	O	W	W	W	W	O	O	O
Officer 1200-2400	W	W	W	W	O	O	O	W	W	W	W	O	O	O
Officer 1800-0600	W	W	W	W	O	O	O	W	W	W	W	O	O	O
PATROL TEAMS 3 & 4														
Officer 0600-1800	O	O	O	O	W	W	W	O	O	O	W	W	W	W
Officer 1200-2400	O	O	O	O	W	W	W	O	O	O	W	W	W	W
Officer 1800-0600	O	O	O	O	W	W	W	O	O	O	W	W	W	W

Deployment Notes:

- Each of the El Cerrito Patrol Teams will have 1.5 Kensington Officers
- The "overlap officer" will "flex" to cover the day or night shift due to availability
- Kensington personnel will be supervised by the on-duty patrol team sergeant.
- This deployment plan is the same plan now used by Kensington with a Sergeant assigned to the overlap position.



2. CONTRACT COSTS ARE PREDICATED ON RATIOS OF WORKLOAD AND STAFF REQUIRED TO ACCOMPLISH TASKS ASSOCIATED WITH DESIRED SERVICE LEVELS.

The following tables and associated analysis for each, provide cost basis for personnel and associated service to provide contract police services for Kensington. Again, although the El Cerrito Police Department provides a full range of police services, Kensington will be contracting for very specific “field patrol services” and associated support services that will maintain existing service levels, not the full range of services offered by El Cerrito.

Identification of “Personnel Cost Centers” and “Cost Assessments” were developed through meetings that included the El Cerrito Police Chief, Police Commander, and Kensington representative. The purpose of these meeting were not to negotiate “terms of a contract”, but rather to develop a conceptual understanding of a fair and equitable structure of fee assessment for this “feasibility” stage of contract service development.

The information that follows will provide rational for the following Personnel fees and associated services.

Personnel Contract Cost Centers

Contract Service	Description of Service	Projected Cost
Field Patrol Service	Six (6) Field Patrol Officers Scheduled Commissioned at “Top Step” with Benefits + Five (5%) for Overtime.	\$895,985
Field Supervision	Projected Time and Associated Cost for providing First Line Supervision and Patrol Team Management for the Additional Kensington Contract Personnel	\$161,304
Support Services	Costs associated with Records Management, Report Processing and Statistical Reporting of Incidents Generated by Kensington	\$44,404
Investigations	One Detective, Top Step with Benefits, at twenty (20) hours per week to review, process and provided investigative follow-up through prosecution for felony and certain misdemeanor crimes	\$74,225
Administrative Overhead	Costs Projected for Providing Administrative Oversight for the Additional Kensington Personnel at the Middle Management and Executive Level of the Organization.	\$75,741
TOTAL		\$1,251,659

Personnel salary, benefits and other workload information was developed from the following sources:

- Police Department Salary Schedule displaying compensation levels “1 through 5” for Sworn and Non-Sworn Personnel pursuant to the current contract with the Police Association which will be in place until June 30, 2011. (Provided by the Police Chief)
- City of El Cerrito Employment Benefit Schedule (Provided by the Police Chief / Human Resources Department)
- Municipal Pooling Authority for Workers Compensation and Liability Insurance Rates.
- Statistical / Workload Information
 - 2009 / 10 Financial Plans (budget) for both Departments
 - Richmond Communications Center Response Time / Calls- for-Service Reports.

(2.1) Field Officer, Detective and Sergeant Personnel Costs:

The following table displays the salary and benefits costs associated with “Top Step” Police Sergeant and Officer assigned to Field Patrol and Detective. The top compensation level is selected as it would not be possible to identify a compensation level of all officers that might be selected, however assumptions, (noted in parenthesis), were included when compensation options were available. Also salary and benefit levels effective January 10, 2010, (date of contract compensation increase), were used.

A staffing analysis, presented in a previous section of this Chapter, identifies that six (6) police officers are required for field patrol staffing (24/7) to maintain existing service levels.

Overtime, (five (5%) percent), of salary is included to provide for Kensington special events, court and assignments that require shift extensions.

Table 1 – Projected Cost for Police Officer, Detective and Sergeant

Cost Factor (effective 1/10/10)	Officer	Detective	Sergeant
Top Step Wages	\$78,927	\$82,869	\$97,993
Education Incentive: <ul style="list-style-type: none"> • \$210 per month for AA (\$2,520 Annual) • \$290 per month for BA (\$3480 Annual) •• (Average of the two - \$3,000 Annually) 	\$3,000	\$3,000	\$3,000
Annual Safety Longevity Incentive: <ul style="list-style-type: none"> • 3% 7 to 15 years • 5% 15 to 19 years • 7% @ 20 years •• (Average of 3% & 5% used) 	\$3,157	\$3,157	\$3,920
Assignment or Shift Differential <ul style="list-style-type: none"> • 5% for night shift (2.5% for Sgt. / Ofcr) (½ of Kensington Staff to Work Nights) • 5% for det/motor/admin assignment (included as part of wages) 	\$1,973	\$00.00	\$2,287
Salary Sub-Total	\$87,057	\$89,026	\$107,200
Benefits			
Life Insurance <ul style="list-style-type: none"> • Annual Salary (wage) • wage / 1000*0.215 	\$16.97	\$17.81	\$21.07
FICA (Medicare) <ul style="list-style-type: none"> • Medicare 1.45% of "Salary" 	\$1,262	\$1,291	\$1,560
Retirement PERS "3@50" (09/10 rate) <ul style="list-style-type: none"> • Employer - 24.328% • Employee - 9% • City Pays - 33.33% 	\$29,016	\$29,672	\$35,767
Worker Compensation <ul style="list-style-type: none"> • Municipal Pooling Authority • Wage + 5% OT / 100 X \$4.05 X .90 	\$3,021	\$3,186	\$3,747
Liability Insurance <ul style="list-style-type: none"> • Municipal Pooling Authority • Wage + 5% OT / 100 X \$3.19 X .93 	\$2,459	\$2,593	\$3,050
STD / LTD Insurance <ul style="list-style-type: none"> • Wage / 100 X .862 	\$680	\$714	\$845
Health Insurance <ul style="list-style-type: none"> • Flex. Family Medical (\$1,241 Max) 	\$14,892	\$14,892	\$14,892
Dental Insurance <ul style="list-style-type: none"> • \$148.76 Max per Family 	\$1,785	\$1,785	\$1,785
Benefits Sub-Total	\$53,132	\$54,151	\$61,667

Other Compensation			
Holiday Pay: (pay for 10 holidays in lieu of day off = 4.8%) • Birthday + 2 Floating Days Available	\$3,789	\$4,273	\$4,704
Annual Uniform Allowance	\$1,000	\$1,000	\$1,000
Total Compensation	\$144,978		\$174,571
Cost of One Position	\$144,978	\$148,450	\$174,571
2 positions	\$289,956		
3 positions	\$434,934		
4 positions	\$579,912		
5 positions	\$724,890		
6 positions	\$869,868		
Overtime @ 5% of Total Salary (\$87,057 X 6 = \$522,342 X 5% = \$26,117)	\$26,117		
Total Projected Cost for Six Officers	\$895,985		

(2.2) Personnel Cost for Field Supervision: (No Additional Staff Required)

El Cerrito deploys four patrol teams, each working a twelve (12) hour shift, providing 24/7 field coverage for three designated beats. Each patrol team is comprised of six (6) personnel as follows:

- Police Sergeant – Team First Line Supervisor and Patrol Team Manager
- Police Corporal – Team Supervisor in Absence of Sergeant, Field Training Officer, Provides Assistance for Complex Incidents.
- Four Police Officers – Coverage for three (3) beats and one (1) for roving / beat assignments

With the addition of six (6) Kensington Officers to the Patrol Division Complement of 26 corporals and officers each, patrol team will increase from one (1) sergeant and five (5) subordinates to one (1) sergeant and 6.5 subordinates. The Kensington addition, as reflected in the next table represents twenty-three (23.1%) of the team complement and associated patrol team management.

El Cerrito Field Patrol Teams "1" through "4"

Factor	Sgt's.	Corp.	Beat Officers	Roving Officers	Kensington Officers (Proposed)	Total Officers Supervised	Kensington Supervision Percent Ratio
Total Field Patrol	4	4	12	4	6	26 (Corporals & Officers)	23.1% Patrol Team Personnel Management
One Patrol Team	1	1	3	1	1.5	6.5	23.1% Per Patrol Team for Kensington

Patrol Team Management:

The proposed Kensington Contract Officers, now part of each of the four field patrol teams will receive the same level of attention and direction of other patrol team members 24/7. With a "span of control" of 6.5, which is within industry standard norms, some of the duties of the patrol team sergeant will be, but not limited to:

- Response to critical or unusual incidents for counsel and / or support of additional resource.
- Report review.
- Performance review.
- Problem Oriented Police project oversight
- Staffing management for short and long term vacancies for the Kensington Contract Beat.
- Availability to meet with Kensington residents.

Cost for Kensington Field Patrol Management:

Description	Cost
Patrol Sergeant Annual Cost as Displayed Section "Table 1" Projected Costs	\$174,571
Cost for Four Patrol Sergeants	\$698,284
Kensington Cost at 23.1% of Total (23.1% X 698,284)	\$161,304
Total Cost for Field Supervision / Management	\$161,304

(2.3) Support Services Workload Description and Personnel Costs: (No Additional Staff Required)

Records Management is a component of Kensington and El Cerrito contract services that supports Field and Investigative Services through incident report processing and Administration in statistical reporting.

As a “core assumption” Kensington will retain identity as a separate law enforcement agency, (ORI # 0713), in terms of statistical and criminal reporting, and continue to offer existing service and support to Kensington community members.

El Cerrito and Kensington both contract with the City of Richmond for Communications (9-1-1 Computer Aided Dispatch) and Records Management. Kensington will continue to pay it’s workload share of the cost for Kensington Community generated Records Management activity, (\$17,560 annually). The processing of incident reports generated by Kensington Contract Officers and reviewed by field supervisors will be facilitated if processed “centrally” by existing El Cerrito Support Service Staff. General activity report summaries (Part 1 Offenses and Miscellaneous Incidents) will be reported separately for Kensington and El Cerrito as required by statute and existing protocols, yet receive the same processing for investigative case follow-up and subject / witness indexing.

The following table displays the Kensington / El Cerrito workload predicated on the Part 1 Offense ratios. Part 1 Offense reporting is very consistent between agencies as offenses listed are defined and monitored for consistency by a third party. As displayed Part 1 Offenses are consistent from year to year for each of the agencies.

El Cerrito / Kensington Part I Offense Comparison

Year	Part 1 Offenses El Cerrito	Part I Offenses Kensington	Total Part I Offenses	El Cerrito Percent	Kensington Percent
2006	1,644	132	1,776	93%	7%
2007	1,318	129	1,447	91%	9%
2008	1,208	120	1,328	91%	9%
TOTAL	4,170	381	4,551	92%	8%
Average	1,390	127	1,517	92%	8%

Data Source:

- Kensington – In-house Statistical Information
- El Cerrito - Crime Statistics Posted on Department Web-Site for 06,07. FBI Statistics for 2008.

As illustrated in the previous table, the Part 1 Offense ratio is consistent at eight (8%) percent. The next table illustrates this same eight (8%) percent ratio for costs, considering the salary and benefit compensation for the six (6) member Support Services Unit

El Cerrito Police Support Services Unit

Position	Wage	Benefits	Total Compensation	Eight Percent (8%) of Compensation
Records Supervisor	\$64,183	\$45,612	\$109,795	\$8,783
Senior Records Specialist	\$52,325	\$41,248	\$93,573	\$7,486
Records Spec. (4) @ \$87,921 each			\$351,684	\$28,135
Total Kensington Cost @ Eight (8%) of Unit Compensation				\$44,404

Data Source:

- Wage & Benefits information provided by the Chief's Office
- Wage scale effective 1/1/10

Typical Services Provided:

The following are examples of typical duties to be provided by the Support Services Unit:

- Richmond Communications (CAD) Liaison / Coordination (w / Kensington GM/COP)
- Richmond Records Management Liaison / Coordination (AEGIS)
- Federal and State Statistical Reporting
- Kensington / El Cerrito (monthly / annual) statistical reporting
- Report Indexing
- District Attorney Coordination
- Kensington Report indexing / processing.
- Inclusion of appropriate information processing technology.
- Report copies (transmission process) to Kensington Facility for residents.
- Other support services duties.

(2.4) Investigative Services Workload Description and Personnel Cost: (No Additional Staff Required)

El Cerrito now employs an Investigative Unit comprised as follows:

- One Supervising Sergeant
- One Corporal
- Four (Core Investigative) Detectives

As with the Support Services, Investigative Services support will be predicated on potential workload generated by Kensington in terms of Part 1 Offenses. As part of the staffing assumption, this investigative resource will also be providing specific investigative services now provided by Kensington. , The following table displays Part 1 Offenses for El Cerrito and Kensington for the past three calendar years.

Year	Part 1 Offenses EI Cerrito	Part I Offenses Kensington	Total Part I Offenses
2006	1,644	132	1,776
2007	1,318	129	1,447
2008	1,208	120	1,328
TOTAL	4,170	381	4,551
Average	1,390	127	1,517

As reflected above, an average of 1,517 Part 1 Offenses were reported for Kensington and El Cerrito for the past three years. Industry standards (Best Practices) for investigative unit staffing is "One Core Investigative Detective for every 400 Part 1 Offenses. With Four Core Detectives the annual projected workload is 379 Part 1 Offenses per investigator for the combined work load of Kensington and El Cerrito, therefore, no additional personnel are required to support the additional average workload of 127 offenses by Kensington.

To specifically acknowledge the Kensington workload "One ½ Time Detective (20 hours per week) will be specifically assigned for Kensington investigative follow-up. The cost of this position is as follows:

- Top Step Annual Compensation for One Detective \$148,450 (table 1)
- ½ Time Annual Compensation (20 hours per week) **\$ 74,225**

Typical Investigative Unit Services Provided:

- Investigative Follow-up for Part I Offenses
- Investigative Follow-up for Other Offenses (Documented Incidents) as set forth in the El Cerrito Department Policies and Procedures Manual.
- Report Review, Solvability Management, Assignment, Case Follow-up Management.
- Coordination of Criminal Complaint Requests through the District Attorney's Office.
- Preparation and Coordination of Court Presentations for Criminal Prosecution.

(2.5) Administrative Support and Overhead Costs: (No Additional Staff Required)

Administrative "overhead costs" are predicated on the percent ratio of additional personnel added to the Department by line of authority compared to existing staff. It is clear that additional personnel will drive workload and associated costs. The next table provides the structure and follow-on costs for Administrative Overhead Costs.

Administrative Overhead Cost Matrix for Six Additional Contract Officers

Position	Current Positions In Command	Positions with Six Kensington Contract Positions	Percent of Kensington Impact	Incumbent Annual Salary and Benefits	Annual Overhead Cost
Lieutenant Field Services	36	42	14.3 %	\$181,745	\$25,990
Captain	53.55	59.55	10.1%	\$221,289	\$22,350
Chief of Police	54.55	60.55	10%	\$274,066	\$27,401
TOTAL					\$75,714

Typical Administrative Overhead Functions:

- General Personnel Administration, (personnel records ,payroll, benefit administration, etc.)
- Issues of Personnel Misconduct
- Personnel Training
- Kensington Liaison, (General Manager, Board)
- Kensington Contract Administration
- Annual Budget Preparation, (projections) for Kensington.
- Coordination and Management of Critical Incidents (W/ Involvement of GM/COP)
- Monthly Kensington Board Meeting Attendance
- Established "Officer Hours" at the Kensington Public Safety Building

The following table displays the personnel costs for contract services and potential new revenues to El Cerrito resulting from a potential contract as discussed in this feasibility study.

Total Projected El Cerrito Costs for Contract Services		
Position	Projected Annual Contract Cost Discussion	New Revenue to El Cerrito (use of existing staff)
Six Patrol Officers	\$895,985 Figure is for top step officer and includes \$25,116 for overtime	Difference Between Actual Officer Expense and Top Step
Field Supervision	\$161,304	\$161,304
Support Service (no additional personnel required)	\$44,404	\$44,404
Investigations	\$74,225	\$74,225
Administrative Overhead	\$75,741	\$75,741
TOTAL	\$1,251,659	\$355,674

As illustrated in the preceding table, total assessments for personnel and service to Kensington by El Cerrito is projected at an estimated \$1,251,659. Of this amount \$895,985 are costs for Kensington Contract Officers at top step. This then leaves a remaining amount of \$355,674 as new revenue for El Cerrito.

Services and associated fees identified during this study are appropriate and equitable.

CHAPTER V

CONTRACT COST PROJECTIONS

This Chapter provides a comparative cost analysis for Kensington between projected contract costs and the established annual operating costs using the 2009 / 10 Kensington budget with the projected “personnel and services” costs from El Cerrito for six (6) contract officers and the supplemental support necessary to maintain existing police service levels.

Preliminary Contract Cost Projections Reflect a Potential Cost Savings of Approximately One Hundred, Fifty Eight Thousand Dollars, (\$148,000) Compared to Current Expenses for Police Operations.

The following table illustrates a “comparative cost analysis” by budget line item between the established annual Kensington operative budget and contractual services if provided by El Cerrito. Important to note is that with the “El Cerrito Contract Services Model” Kensington would continue to pay approximately \$785,704 as direct cost specific to the Kensington law enforcement mission.

Cost projections were based on “Contract and Service Level Assumptions” previously identified in “Chapter III” of this study under the premise that Kensington would retain, at a minimum, existing service levels “ and “police identity” as the “Kensington Police Department”.

Some of these assumptions are:

- The Public Safety Facility will continue to be used as the base of police service and general business operations.
 - Costs for facility lease and proportion of maintenance will continue to reside with Kensington.
- Contract Kensington Officers (6) will wear the Kensington Police Uniform.
 - Initial and ongoing costs for uniforms and maintenance will continue to reside with Kensington.
- Contract Officers will operate marked patrol vehicles with Kensington Logo.

- Kensington will maintain its current fleet with established replacement protocols. Vehicle fuel and maintenance costs will continue to reside with Kensington.
- 9-1-1 Emergency and non-emergency service will remain the same through Richmond Communications.
 - Richmond Communications will continue to dispatch Kensington calls to Kensington contract officers for emergency and non-emergency calls for service. Existing service and protocols will not change.
- Statistical reporting, local, State and Federal, will remain as reports specific to Kensington with existing Department identification numbers.
 - Regional Records Management consortium, managed by the Richmond Police Department will continue to be funded by Kensington on a proportional basis. Although El Cerrito will be processing incident reports and statistical information from this system Kensington will continue to be specifically responsible for the Kensington share of the consortium.

The above would be a direct expense for Kensington under each scenario.

Direct assessment to Kensington mitigates any potential for the assessment of administrative overhead for these cost centers.

Contract cost projections were developed through detailed review of the 2009 / 10 budget for both departments and specific assistance from the El Cerrito Police Chief. Projections are not offered as a final assessment of costs but rather "feasible costs" as a precursor to move, (if feasible) to a next phase of potential contract development. Contract negotiations were not part of the process. Contract feasibility discussions have been at the "staff" level only, including the El Cerrito City Manager and Chief of Police. The El Cerrito City Council has not been asked for deliberation due to the preliminary nature of this study.

"Kensington Annual Operating Costs for Police Services" information was developed through detailed review of each line item and supporting documentation to fully identify all costs associated with police service delivery. An example of costs that have not been specifically allocated to police service delivery yet included in this evaluation reside with "District Expenses" – "Computer / Legal" line items.

Project District Costs Associated with El Cerrito Police Services Contracting

Kensington Line Item	Description of Cost	Projected Contract Cost for Kensington 2009/10	Kensington Annual Operating Cost 2009/10
	Police Salary and Benefits		
502	District salary for the GM/COP will remain in this category due to police contract oversight and public safety nature of the incumbents contract. "Projected Estimate"	\$140,000 (est.)	\$924,940
504	Compensation "Cash Out" for accrued vacation / compensatory time. Funds associated with this line item will be included in the "Cost for Transition" to El Cerrito	\$00.00	\$10,000
506	Overtime has been included as 5% of El Cerrito Salary \$25,116 for Field Service Staffing. Allocated for special District Events and Specialized District Training	\$00.00	\$30,000
508	Salary- non Sworn. This is compensation for the District Secretary (75% of 30 hours per week = 1170 annual hours) This position will be retained by the District. Any adjustments will be made in the future.	\$29,250	\$29,250
516	Uniform Allowance: Uniform Allowance is included as part of "personnel cost " assessment @ \$1,000 for El Cerrito Police Association Members. The GM/COP uniform allowance will remain in effect pending a contract amendment, (\$850)	\$850	\$8,000
518	Safety Equipment: Safety Equipment will be provided initially by the District. This expense has been include in the Transition Plan Cost projections. An allocation of \$250 for each of the six contract employees and the GM/COP are included in this line item for safety equipment refurbishment.	\$1,750	\$2,500
521	Medical Insurance: This cost as follows: <ul style="list-style-type: none"> • GM/COP medical = \$15,000 (est) • Retiree medical – 10 positions = \$114,600 • Retiree dental = \$11,020 • Retiree vision = \$2,850 • District Secretary = \$7,248 • GASB Implementation of Trust Fund = \$120,000 	\$270,718	\$356,269
522	Disability and Life Insurance: GM/COP "LTD / Life Ins.	\$1,220	\$12,200
523	Medicare: This cost includes the GM/COP and District non-sworn (2)	\$2,300	\$14,990
524	Social Security (7.65%) District Secretary	\$3,908	\$3,908
527	PERS Retirement: GM/COP (31% of \$140,000)	\$43,400	\$289,211
528	PERS Retirement, Individual GM/COP (9% of \$140,000)	\$12,600	\$83,965
530	Workers Compensation: GM/COP + Non Sworn (2)	\$7,343	\$46,279
541	Consultant / Operational Audit	\$00.00	\$00.00
Sub Total		\$513,339	\$1,811,512
	Police Expense		
		Kensington Contract Cost	Kensington Annual Cost
552	Expendable Police Supplies (Station Office Supplies)	\$1,000	\$2,000
553	Range / Ammunition	\$00.00	\$2,000
560	Crossing Guard	\$00.00	\$00.00

562	Vehicle Operation (fuel - \$21,000 / Service \$15,000)	\$36,000	\$36,000
564	Communications (\$95,000 Comm. / \$17560 RMS)	\$112,560	\$112,560
566	Radio Maintenance	\$4,400	\$4,400
568	Prisoner / Crime Lab - Case Expense / Bookings	\$5,000	\$5,000
570	Training	\$00.00	\$12,000
572	Recruiting	\$00.00	\$7,650
574	Reserve Officers	\$00.00	\$2,000
576	Misc. Dues, Meals, Travel (CCC, CAL,IACP, Chief Assoc.)	\$1,500	\$3,000
580	Utilities – Police Facility	\$8,000	\$8,000
581	Building Repair / Maintenance	\$2,000	\$2,000
582	Office Supplies (Facility + District + Police operations)	\$6,000	\$6,000
586	Machine Maintenance	\$00.00	\$00.00
588	Telephones • Richmond KPD / ECFD \$180 • 526-4141 \$3,900 • Long Distance \$1,800 • Maintenance \$1,380 • 3 Cell Phones \$1,033	\$8,293	\$11,048
590	Housekeeping	\$5,000	\$5,000
592	Publications (Deering Legal Codes Updates Only)	\$1,000	\$3,000
594	Community Policing (Sr. Program, Sand Bags, Website)	\$5,000	\$5,000
596	CAL-ID , West-Net (Cal I.D. only - \$4,472)	\$4,472	\$12,472
598	COPS Special Fund (PSA – 20 hrs / wk = \$21,840 +Xing Grd @ \$9,630	\$31,470	\$31,470
Sub Total		\$231,695	\$270,600
	Police Related District Expenses	Kensington Contract Cost	Kensington Annual Cost
810	Computer: • California Law Enforcement Teletype System (CLETS) \$400 annual fee. • ARIES (Office of Revenue CCC) \$5,000 shared costs • ACCJIN (Office of Revenue CCC) \$2,500 shared costs • Two Computers \$500 ea.	\$8,400	\$22,900
830	Legal Expenses - \$50,000 most related to police personnel actions and negotiations. (\$40 K police / 10K District)	\$2,000	\$40,000
835	Consultant	\$00.00	\$10,000
Sub Total		\$10,400	\$72,900
	Police Related Capital Outlay Expenses	Kensington Contract Cost	Kensington Annual Cost
962	Police Vehicles	\$30,000	\$30,000
Sub Total		\$30,000	\$30,000
	EI Cerrito Contract Expenses for Police Services	Kensington Contract Cost	Kensington Annual Cost
N/A	Field Services – Six Officers at Top Step with Benefits + 5% Overtime	\$895,985	\$00.00
N/A	Field Supervision – at 23.1% (6 Contract officers are 23.1% of Patrol Field Staffing)	\$161,304	\$00.00

N/A	Support Services (Records Management – 8% of Total)	\$44,404	\$00.00
N/A	Investigations (One Detective 20 Hours per week)	\$74,225	\$00.00
N/A	Administrative Overhead • Lieutenant \$25,990 • Captain \$22,350 • Chief \$27,401	\$75,741	\$00.00
Sub Total		\$1,251,659	\$00.00
	TOTAL COSTS	Kensington Contract Total Cost	Kensington Annual Total Cost
Sub Total	Police Salary and Benefits	\$513,339	\$1,811,512
Sub Total	Police Expense	\$231,695	\$270,600
Sub Total	Police Related District Expenses	\$10,400	\$72,900
Sub Total	Police Related Capital Outlay Expenses	\$30,000	\$30,000
Sub Total – Direct Costs that Kensington Would Continue to Pay With and Without Contractual Support from El Cerrito.		\$785,704	\$2,185,012
Sub Total	El Cerrito Contract Expenses for Police Services	\$1,251,659	\$00.00
TOTAL COST		\$2,037,093	\$2,185,012
Cost Difference	Projected Cost Savings by Contracting With El Cerrito	\$147,919	

CHAPTER VI

TRANSITION PLAN AND ASSOCIATED COSTS

This Chapter describes the projected transition process and associated costs for Kensington and El Cerrito to begin contract police services.

Significant in the process is the projected term of eighteen (18) months to complete the transition and the associated estimated transition costs of approximately \$501,000.

The major components of time for the Transition Plan are:

- Time estimated to bring and receive endorsement from the Kensington Board and El Cerrito Council to engage discussions for contract development; And
- Time required to comply with a recently adopted District Ordinance requiring voter approval to proceed with the elimination of the Kensington stand-alone Police Department for a proposed contract for police service.

The major Transition Cost Factors are:

- Costs associated with the recruitment and training process to bring six (6) new officers into the El Cerrito organization to support contract services.

Although these terms could be negotiated, these types of contracts typically call for the agency receiving the service to pay for the "initial" staffing of the additional officers required. After initial placement, it then becomes the responsibility of the "contractor" to maintain staffing just as a component of filling a vacancy due to personnel attrition.

Additionally, although the FTO could be very flexible in terms of time especially if Kensington officers were afforded "direct appointment" as El Cerrito Officers, the full burden of this expense, (\$292,842) is included as a liability.

- Costs associated with the potential for existing personnel looking for and accepting employment with other agencies if "Direct Appointment" is not negotiated with El Cerrito. Funding for two programs, (existing employee bonus program and interim contract personnel) at a projected liability of \$40,000 is included as part of the transition plan cost.
- All other costs are within Transition norms.

Displayed in the following table are the estimated costs associated with the transition from the Kensington Police Department to a Contract for Police Service with the City of El Cerrito Police Department.

Following the table of estimated costs for the Transition is a “matrix” that identifies the major planning processes for transition that are tied to the “table of costs”.

One Time Initial Cost

Estimated Transition Cost Projections for Contract Services with El Cerrito

#	Factor	Summary Description of Service / Activity	Estimated Cost
1	Voter Approval Required Engage an External Contract to Provide Police Services	Funding for a Special or General Election to determine voter approval, required by District Ordinance adopted by the District Board at its regularly scheduled meeting on October 8, 2009, to proceed with a proposed contract for police services. 3,723 Registered voters at \$6.50 ea.	\$25,000
2	Attorney Fees	Fees associated with Contract review for “Content and Form”.	\$15,000
3	Accrued Vacation / Compensatory Time Pay-out existing Kensington Sworn Officers	Current levels reside at 407 hours with a liability of \$22,828 for officers and 474 hours with a liability of \$31,257 for sergeants for a total liability of \$57,085. Considering focus on using this time prior to transition projections are ½ of current time	\$27,042
4	Initial Uniform and Safety Equipment for New Contract Sworn.	Six Contract Officers at approximately \$3,709 each. (Summary Description of Expenses follows). Some expense might be off-set by using existing District owned equipment and / or the employment of existing Kensington staff. Cost assumption is 75% of the liability of \$22,254 (6 X \$3,709 = \$22,254 X 75% = \$16,691)	\$16,691
5	Background Processing for 6 Officers	This one time POST mandated expense is for the initial recruitment and background, medical, psychological processing for six additional officers for the Kensington Contract at \$3,225 each. NOTE: Ongoing attrition is the responsibility of the contractor, except , requests for additional Kensington staff would again be subject to this expense.	\$19,350

6	Employee Retention Programs Field Staffing Programs During Transition Period	<p>Assumption: Three of six (3 of 6) Kensington Officers would be absorbed by El Cerrito under their present testing criteria. (All six, predicated on professional credential could be hired by El Cerrito)</p> <ul style="list-style-type: none"> • Two Programs Administered by the GM/COP: <ul style="list-style-type: none"> - "Bonus Incentive" for those not considered by El Cerrito at 10% of base wage to remain with Kensington until replaced by El Cerrito contract personnel. At a rate of ten percent (10%) of base salary, (\$7,738 annually, \$645 monthly). Three officers for twelve months represent a liability of approximately <u>\$23,213</u>. - "interim contract officer program" funded through salary savings of those that leave the Department. Officers retired from other agencies would be used to fill vacant positions and receive a "total compensation rate", (conversion of salary and benefits costs to cash) of existing District personnel. Compensation would be approximately \$10,754 monthly. An additional cost for this program, would be required for employment background and uniform costs of approximately \$3,500. (potentially four (4) officers @ \$3,500 ea = <u>\$14,000 liability</u>). 	\$40,000
7	New Officer Mandated Field Training – 4.5 Months	<p>Assumptions:</p> <ul style="list-style-type: none"> • New officers will be "lateral transfers from Kensington or other agencies. • New officer compensation will be at the step three (3) compensation level range (\$71,589 annually) + 45% Benefits (\$58,569) for total annual compensation of \$130,153. (\$10,846 monthly). • Although Officers might be released early the full assessment of potential liability will be used. (6 X 4.5 months = 27 X \$10,846 = \$292,842). • Officers have to be hired 4.5 months in advance of the start date. Should they be released from field training early they then would continue working in an "over hire" status to the start date. This further amplifies consideration for Kensington Officer "Direct Appointment. 	\$292,842
8	Kensington Officer Orientation	<p>Two week Officer Orientation to become familiar with Kensington Police Service in terms of geography, call response, facility, special programs.</p> <p>Officer annual cost (\$144978) X 6 officers (\$869,868 o.t. not included) / 12 months = \$72,489 per month / ½ = \$36,245</p>	\$36,245

9	Support Services Transition	Two weeks to set protocols for data collection and transfer, report processing, and (any) coordination with Richmond records management. Annual cost = \$44,404.	\$1,850
10	Investigative Support Transition	Two weeks to set follow-up protocols, transfer of investigations in progress, and coordination with the District Attorney's Officer. Annual cost = \$74,225	\$3,093
	Sub Total		\$477,113
	Overhead Costs @ 5%	Unanticipated costs associated with public hearing meetings, forms and supplies, limited use of consultant.	\$23,856
	TOTAL COST for TRANSITION		\$500,969

The tables that follow illustrate the costs associated with officer related start up costs, "uniform and safety equipment", number 4, and officer background and processing, number 5.

Officer Related Start-Up Costs to be Paid by Kensington

Equipment	Cost
Uniforms	\$800
Pistol	600
Rain Gear	209
Leather with Radio Holder	450
Handcuffs	35
OC Spray	20
Badge	60
Utility Bag	125
Cite Holder	25
Finger Print Kit	25
Baton	110
Name Plate	5
Pocket Mask (CPR)	10
Safety Vest	467
Taiser (Optional @ Officers Request)	750
TOTAL	\$3,709

Hiring Cost to be paid by Kensington for each new / Additional Contract Officer. This would be an “increase in the number of Contract Officers, not Replacement Officers.

Costs Associated with Hiring “Initial and Additional Sworn Contract Officers

Hiring Process Element	Cost
Polygraph	\$175
Medical (Kaiser)	\$750
Psychological Profile	\$350
Background Investigation	1,500
Administrative Expense	500
TOTAL PROJECTED EXPENSE FOR HIRING A NEW OFFICER	\$3,225
TOTAL COST FOR NEW KENSINGTON CONTRACT OFFICER	\$6,394

The Transition Plan, which identifies the major planning processes required to move to contract police service are illustrated in the matrix on the following pages. This Plan is supported by associated transition costs displayed in the first table in this Chapter.

Start-up and Transition Plan

Transition Task	Staff Responsible	Schedule
<p>Kensington Board and El Cerrito Council Approval to engage in contract discussions to provide contract Police Services</p> <p>Develop Contract Terms for Contract Police Service with El Cerrito using the "Feasibility Study" as a guide for contract elements discussion. Element considerations are:</p> <ul style="list-style-type: none"> • Contract term • Scope of Services (specific definition of existing proactive service i.e. Key Program, Senior Program, Vacation House Checks, etc.). • Contract Evaluation Criterion. • Coordination of Administrative and Reporting responsibilities • Number of personnel required • Assignment of Personnel • Cost assessment methodology for personnel and services. • Service cost areas retained by Kensington, (communications, RMS, Facility, Vehicles) • Contract Field Officers in Kensington Uniforms and Marked Patrol Vehicles. • Direct Appointment for Employment of Existing Kensington Sworn Staff. • Kensington Officer Selection Process • Other Assumptions Identified in the Feasibility Study Report. <p>Participate in Public Hearings:</p> <p>El Cerrito: Public Outreach / Information</p> <p>Kensington: Public Outreach / Information / Education for Police Protection and Law Enforcement Services Ordinance that requires public approval to engage in Contract Services for General Police Service</p>	<p>El Cerrito: City Staff Department Head Team. City Manager Chief of Police and Police Executive Team.</p> <p>Kensington: General Manager / Chief of Police Board Sub-Committee with three (3) members of the community.</p>	<p>Eighteen (18) months prior to start date.</p> <p>Coordinated with a Special or General Election for required approval by a majority of voters to move forward with a proposed contract Police Services services.</p>

<p>Contract Review by Kensington and El Cerrito Counsel for "Form and Content"</p> <p>Board / Council Presentations Requesting Authorization to proceed with the proposed El Cerrito contract for Police Services.</p>	<p>El Cerrito: City Manager, Chief of Police Kensington: General Manager / Chief of Police District Board Committee</p>	<p>Fourteen Months (14) prior to start date</p>
<p>Prepare and Bring a Ballot Measure to the Kensington Registered Voters for approval to proceed with the proposed contract for police service.</p> <p><u>Findings and Purpose:</u> (Adopted by the Kensington Board on 01/08/09) The maintenance of an independent police department staffed by peace officers, including a Chief of Police, employed directly by the District is in the best interests of the District and its residents. This ordinance is intended to ensure that no action can be taken to disband or eliminate the District's independent police department, or to subcontract, assign or delegate the District's police protection and law enforcement responsibilities, without prior voter approval.</p>	<p>General Manager / Chief of Police Kensington District Board</p>	<p>Eighteen Months (18) prior to start date.</p>
<p>Driven by Kensington Voter Approval to proceed:</p> <p>Begin Recruitment Process for the six (6) Additional Personnel Required to Provide Contract Services.</p> <ul style="list-style-type: none"> • Six officers are required. • Recruitment, Processing and selection will be three (3) months • Field Training will be 4.5 months • Placement of Kensington Sworn Staff would have a positive impact: <ul style="list-style-type: none"> - assure that police service is not disrupted during the transition - existing Kensington staff would bring exceptional community insight for policing practices. - Available to provide immediate support, (past knowledge) for unexpected attrition of contract officers from the Kensington assignment. - Using Kensington staff would have a positive impact on costs associated with "transition" in terms of "uniform and safety equipment", officer orientation, initial field training, (FTO). - Kensington Officers are POST Certified. 	<p>El Cerrito Police Executive Team with support from the City Human Resources Department</p>	<p>Twelve (12) months prior to start date.</p>

<ul style="list-style-type: none"> - Standard El Cerrito Probationary protocols (typically 18 months) will continue to be employed for deficient performance. • GM/COP to employ as appropriate a blend of two programs (existing staff bonus program and interim officer contract for field services program to assure maintenance of field staffing at existing levels. 		
<p>Identification and Selection of Sworn Kensington Contract Staff.</p> <p>Solicit applications of interest from El Cerrito Sworn staff for commitment to work for the Kensington community for a projected term of four (4) years.</p> <p>Selection and coordination of a Kensington Interview Panel of for those El Cerrito Officers that have expressed interest in the assignment.</p> <p>The Interview panel of Kensington residents, Chaired by the GM/COP will make non-binding recommendations to the El Cerrito Chief of Police for candidate selection.</p>	<p>El Cerrito Police Executive Team Kensington General Manager / Chief of Police</p>	<p>Three (3) months prior to start date.</p>
<p>New Kensington Officer Orientation / Transfer of Duties and Responsibilities of Existing Staff.</p> <ul style="list-style-type: none"> • General Manager / Board President Orientation • Geography and facility orientation • Uniforms and Equipment • Internal process familiarization 	<p>El Cerrito Administrative and Supervisor Team. Kensington GM/COP</p>	<p>Two (2) weeks prior to start date.</p>
<p>Support Services Transition Planning.</p> <p>Development of protocols and processes for incident report processing, data collection and distribution of reports and associated information.</p>	<p>El Cerrito Police Support Services Supervisor. Kensington Police Aide responsible for the police records function.</p>	<p>Two (2) weeks prior to state date.</p>
<p>Investigative Support Transition Planning</p> <p>Coordinate the transfer of investigative files, specific on-going follow-up, Case investigative status, prioritization of active cases, District Attorney liaison, pending cases for criminal prosecution.</p>	<p>Investigative Unit Supervisors and Assigned El Cerrito Detective. Kensington Officer assigned to investigations.</p>	<p>Two (2) weeks prior to start date.</p>

*

OLD BUSINESS

#2 - Board President Chuck Toombs will present the latest lease agreement proposed by the Kensington Fire Protection District for the lease of the Public Safety Building to the Board for discussion and possible action.

November 24, 2009

Chuck Toombs
Board President
Kensington Police Protection and Community Services District
c/o McInerney & Dillon, P.C.
1999 Harrison Street, Suite 1700
Oakland, CA, 94612-4700

Re: Lease Between Kensington Fire Protection District and Kensington Police Protection and
Community Services District

Dear Chuck,

Please be advised that at its closed session meeting of November 18, 2009, the Board of Directors of the KFPD reviewed the status of the negotiations between KFPD and KPPCSD for the lease of space within the public safety building. In particular, the Board considered the KPPCSD's position as to certain lease provisions as stated in your email correspondence of November 17. The KFPD Board has decided upon the following:

1. Delete Section 7 of the draft lease;
2. Add a waiver of subrogation language; and
3. Make no changes to the five-year term of the lease.

The final version of the Lease Agreement with the above stated amendments, is attached. Please present these amendments to your Board of Directors. Once we receive two signed copies and a check for the full amount of rent from July 1, 2009 to December 31, 2009, a fully executed original will be returned to you.

Thank you for your cooperation in this matter.

Sincerely,

KENSINGTON FIRE PROTECTION DISTRICT

Brenda J. Navellier
Administrator

**Lease Agreement between Kensington Fire Protection District and Kensington Police Protection and
Community Services District for Occupancy of Kensington Public Safety Building**

This Lease ("Lease") is made and entered into, as of _____, 2009, by and between the Kensington Fire Protection District ("KFPD" or "Landlord") and the Kensington Police Protection and Community Services District ("KPPCSD" or "Tenant"), who agree as follows:

Lease Provisions

1. Landlord leases to Tenant and Tenant leases from Landlord the Premises, as defined below, within the public safety building located at 215/217 Arlington Avenue, Kensington, California ("the Building"). The "Premises" is defined as that area within the Building designated for the Tenant's use and described as "Police Department" or "Police Department Assigned" in the Schematic Design dated April 2, 1998, submitted by Marcy Li Wong, Architects, which is attached hereto as Exhibit A. Additional areas included in this lease for nonexclusive use are the exterior common areas of the parking lot, the driveway and the front entrance of the building and the interior common areas described in the Schematic Design. Landlord, however, has the sole discretion to determine the manner in which those public and common areas are maintained, operated and used. Tenant acknowledges that the Landlord has made no representation or warranty regarding the condition of the Real Property except as specifically stated in this Lease.

Dedicated Parking Spaces

2. There are currently ten (10) parking spaces in the rear parking lot. Six (6) spaces shall be dedicated for use by the Tenant and its employees, and four (4) shall be dedicated for use by the Landlord and its employees and agents. Use of the apparatus bay apron for parking is prohibited.

Term of Lease

3. The term of this Lease shall be five (5) years commencing on July 1, 2009 ("the Commencement Date") and expiring on June 30, 2014, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term").

Rent

4. Beginning with the Commencement Date, Tenant shall pay to Landlord annual rent of \$28,000 in semiannual installments due in advance and payable on January 1st and July 1st of each year for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction. Concurrently with its execution of this Lease, Tenant has made the semiannual installment payment of \$14,000 that would have been payable on July 1, 2009 had the Lease then been effective.

5. Beginning on the first anniversary of the Lease Commencement Date and on each successive anniversary thereafter during the Lease Term, the annual rent shall be adjusted by the percentage change, if any, in the Consumer Price Index for All Urban Consumers, All Items (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose CMSA, published by the United States Department of Labor, for the month of March as compared with the month of March in the immediately preceding calendar year. Notwithstanding the foregoing, each annual adjustment shall result in an increase of not less than three percent (3%) and not greater than six percent (6%).

Permitted Use

6. Tenant shall use the Premises solely as administrative offices for the provision of the governmental

services provided by Tenant, including those customarily associated with a police station. Tenant shall not use or permit the Premises to be used for any other purpose without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion.

The parties further agree that use of the Building, other than by police and fire personnel or for their respective business and operations, shall be subject to the approval of the Police Chief and the Fire Chief.

Repair and Maintenance Obligations

7. *Landlord's Obligations.* Landlord shall repair and maintain in good order and condition (reasonable wear and tear excepted) (a) the structural portions of the Premises; (b) the Building; (c) The Base Building Systems (as defined below) located outside the Premises; (d) the exterior portions of the Building and Real Property; and (e) All other common areas located in the Building, or in or on the Real Property, including the parking facilities serving the Building. "Base Building Systems" means all systems and equipment (including plumbing, HVAC, electrical, fire/life-safety, elevator, and security systems) that serve the entire Building or portions of the Building other than simply the Premises, excluding all Premises Systems. "Premises Systems" means all systems and equipment that serve only the Premises, regardless of whether such systems or equipment are located within or outside the Premises.

8. *Tenant's Obligations.* Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, Alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term. Under Landlord's supervision, subject to Landlord's prior approval, and within any reasonable period specified by Landlord, Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and other leasehold improvements. At Landlord's option or if Tenant fails to make such repairs, Landlord may, but need not, make the repairs and replacements. On receipt of an invoice from Landlord, Tenant shall pay Landlord Landlord's out-of-pocket costs incurred in connection with such repairs and replacements. Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1941-1942 or any similar law, statute, or ordinance now or hereafter in effect.

Alterations and Additions

9. Tenant may not make any improvements, alterations, additions, or changes to the Premises ("Alterations") without first obtaining Landlord's prior written consent.

Damage and Destruction

10. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises are damaged by a Casualty or any common areas of the Building providing access to the Premises are damaged to the extent that Tenant does not have reasonable access to the Premises, the Parties shall as soon as reasonably possible meet and confer to determine whether the Premises should be repaired or whether the Lease should be terminated. In the event of such a Casualty, either party shall have the right to terminate the Lease upon the giving of notice to the other party, which notice shall be given within 10 days of the meeting required by the preceding sentence. The determination of whether the Premises are repaired shall be within the Landlord's sole discretion, after conferring with Tenant, but among the factors that Landlord shall consider are whether the estimated repair cost exceeds the insurance proceeds, if any, available for such repair (not including the deductible, if any, on Landlord's property insurance), plus any amount that Tenant is obligated or elects to pay for such repair; whether the estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or whether the Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

Shared Cost of Utilities

11. The Tenant shall pay to the Landlord one half (1/2) the monthly cost of utilities such as gas, electricity, and water, except when such utilities are separately metered. In the case of separate meters for a particular utility, the party served by the meter will pay the entire bill. Tenant shall pay one half (1/2) the yearly sewer charge. Each party shall pay its own telephone bills. A copy of the applicable invoice shall be presented to the Tenant upon receipt, and payment by the Tenant shall be made on that invoice within thirty (30) calendar days.

Insurance

12. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the term of this lease, the following insurance naming the Landlord as additional insured and/or loss payee: Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the lease of the Premises with a policy limit of at least One Million Dollars (\$1,000,000) per occurrence.

The Tenant shall provide the Landlord with a certificate of insurance that indicates the insurance will not be canceled without 30 days written notice. Neither party shall be responsible to the other for any property damage or loss, unless such damage or loss results from the sole negligence of the other party.

13. Landlord and Tenant agree to cause the insurance companies issuing their respective property (first party) insurance to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

Indemnification

14. Tenant shall indemnify and hold harmless Landlord from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring in, on or about the Premises, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Tenant, its employees, officers, agents, volunteers, or its visitors. Landlord shall indemnify and hold harmless Tenant from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring outside the Premises either on the property or in the building, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Landlord, its employees, officers, agents, volunteers, or its visitors.

Assignment and Subleasing

15. Tenant shall obtain the Landlord's written consent before entered into or permitting any Transfer. A Transfer ("Transfer") consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise:

(a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;

(b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and

(c) Any of change of organization, under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 et seq.), that substantially changes the corporate nature of Tenant.

Dispute Resolution

16. Should any disagreement arise regarding any part of this agreement, both boards shall attempt to solve the dispute through negotiations. Should negotiations fail, the two parties agree to mediation, and to share the costs of the mediation. Each party further agrees to be responsible for its own legal costs associated with the mediation.

Should mediation fail, the two parties agree to binding arbitration by the American Arbitration Association. The losing party shall pay the costs incurred in such action, including the legal costs of the other party.

KENSINGTON FIRE PROTECTION DISTRICT, a California special district

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, a California special district

by: _____
Nina Ramsey
President of Board of Directors

by: _____
Charles Toombs
President of Board of Directors

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Permitted Use

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services provided by Tenant, including those customarily associated with a police station. Tenant shall not use or permit the Premises to be used for any other purpose without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion.

The parties further agree that use of the Building, other than by police and fire personnel or for their respective business and operations, shall be subject to the approval of the Police Chief and the Fire Chief.

Repair and Maintenance Obligations

7. *Landlord's Obligations.* Landlord shall repair and maintain in good order and condition (reasonable wear and tear excepted) (a) the structural portions of the Premises; (b) the Building; (c) The Base Building Systems (as defined below) located outside the Premises; (d) the exterior portions of the Building and Real Property; and (e) All other common areas located in the Building, or in or on the Real Property, including the parking facilities serving the Building. "Base Building Systems" means all systems and equipment (including plumbing, HVAC, electrical, fire/life-safety, elevator, and security systems) that serve the entire Building or portions of the Building other than simply the Premises, excluding all Premises Systems. "Premises Systems" means all systems and equipment that serve only the Premises, regardless of whether such systems or equipment are located within or outside the Premises.

Deleted: Termination of Lease Agreement ¶
7. This agreement may be terminated by either Landlord or Tenant, in writing, with twelve (12) months advance notice of intent. ¶

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8. *Tenant's Obligations.* Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, Alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term. Under Landlord's supervision, subject to Landlord's prior approval, and within any reasonable period specified by Landlord, Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and other leasehold improvements. At Landlord's option or if Tenant fails to make such repairs, Landlord may, but need not, make the repairs and replacements. On receipt of an invoice from Landlord, Tenant shall pay Landlord Landlord's out-of-pocket costs incurred in connection with such repairs and replacements. Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1941-1942 or any similar law, statute, or ordinance now or hereafter in effect.

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Damage and Destruction

10. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises are damaged by a Casualty or any common areas of the Building providing access to the Premises are damaged to the extent that Tenant does not have reasonable access to the Premises, the Parties shall as soon as reasonably possible meet and confer to determine whether the Premises should be repaired or whether the Lease should be terminated. In the event of such a Casualty, either party shall have the right to terminate the Lease upon the giving of notice to the other party, which notice shall be given within 10 days of the meeting required by the preceding sentence. The determination of whether the Premises are repaired shall be within the Landlord's sole discretion, after conferring with Tenant, but among the factors that Landlord shall consider are whether the estimated repair cost exceeds the insurance proceeds, if any, available for such repair (not including the deductible, if any, on Landlord's property insurance), plus any amount that Tenant is obligated or elects to pay for such repair; whether the estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or whether the Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

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Shared Cost of Utilities

11. The Tenant shall pay to the Landlord one half (1/2) the monthly cost of utilities such as gas, electricity, and water, except when such utilities are separately metered. In the case of separate meters for a particular utility, the party served by the meter will pay the entire bill. Tenant shall pay one half (1/2) the yearly sewer charge. Each party shall pay its own telephone bills. A copy of the applicable invoice shall be presented to the Tenant upon receipt, and payment by the Tenant shall be made on that invoice within thirty (30) calendar days.

Deleted: 2

Insurance

12. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the term of this lease, the following insurance naming the Landlord as additional insured and/or loss payee: Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the lease of the Premises with a policy limit of at least One Million Dollars (\$1,000,000) per occurrence.

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The Tenant shall provide the Landlord with a certificate of insurance that indicates the insurance will not be canceled without 30 days written notice. Neither party shall be responsible to the other for any property damage or loss, unless such damage or loss results from the sole negligence of the other party.

13. Landlord and Tenant agree to cause the insurance companies issuing their respective property (first party) insurance to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

Deleted: 4

Indemnification

14. Tenant shall indemnify and hold harmless Landlord from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring in, on or about the Premises, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Tenant, its employees, officers, agents, volunteers, or its visitors. Landlord shall indemnify and hold harmless Tenant from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring outside the Premises either on the property or in the building, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Landlord, its employees, officers, agents, volunteers, or its visitors.

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Assignment and Subleasing

15. Tenant shall obtain the Landlord's written consent before entered into or permitting any Transfer. A Transfer ("Transfer") consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise:

Deleted: 15-16

(a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;

(b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and

(c) Any of change of organization, under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 et seq.), that substantially changes the corporate nature of Tenant.

Dispute Resolution

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16. Should any disagreement arise regarding any part of this agreement, both boards shall attempt to solve the dispute through negotiations. Should negotiations fail, the two parties agree to mediation, and to share the costs of the mediation. Each party further agrees to be responsible for its own legal costs associated with the mediation.

Deleted: 16.17

Should mediation fail, the two parties agree to binding arbitration by the American Arbitration Association. The losing party shall pay the costs incurred in such action, including the legal costs of the other party.

KENSINGTON FIRE PROTECTION DISTRICT, a California special district

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, a California special district

by: _____
Nina Ramsey
President of Board of Directors

by: _____
Charles Toombs
President of Board of Directors

Deleted: Bill Wright

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OLD BUSINESS

#3 - Director John Stein will request for discussion and possible action a review of the District's projected five year financial forecast and recommendations for next steps to be taken. Board Action

Memorandum

Kensington Police Department



To: Board of Directors

APPROVED YES NO

From: Gregory E. Harman, Chief of Police

FORWARDED TO:

Date: Thursday, December 10, 2009

Subject: Old Business Agenda Item 3- Hiring of NBS

At the November 12, 2009 KPPCSD Board Meeting, the Board directed me to consult with the Finance Committee to determine a specific dollar amount needed for the increase to the Special Police Tax and to consult with NBS to develop a plan to identify the tasks that must be completed to get the Special Tax increase on the next ballot.

I have contacted Sara Mares at NBS and inquired into the cost of having NBS coordinate the tasks for a police tax increase ballot measure. Sara Mares indicated that the cost of NBS to provide the District with special tax increase services would be the same as the proposal sent to us in May of this year, that being \$15,000. I have attached the December 2, 2009 NBS proposal for review.

At the June 11, 2009 Board meeting, the Board decided not to hire NBS at that time to conduct the survey portion of the proposal, instead deciding to wait for the volunteer group from the community to provide the survey. The results of this citizen gathered survey was reported to the Board and the public at the last meeting by Director Stein.

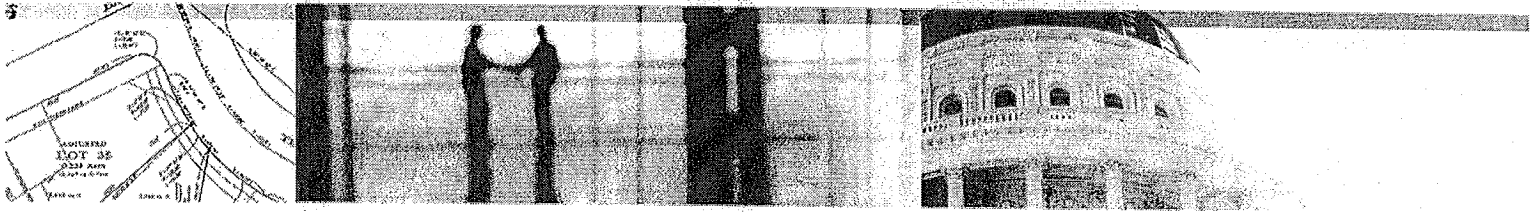
I have also contacted Director McLaughlin, the Chair of the Finance Committee, who has indicated that the Finance Committee has previously discussed a \$175.00 increase needed to the \$300.00 Special Police Tax to maintain the current levels of service and operations of the Police Department. This increase of \$175.00 per household would generate an additional \$385,000.00 in revenue to be used for police services only.

The County's suggested deadline to the District to get the resolution calling for the ballot measure for the Special Police Tax increase on the June 8, 2010 ballot is February 22, 2010. Part of the service provided to the District by NBS is the preparation of the required resolutions.

I have contacted the County and have asked if the District is successful in passing a Special Police Tax increase at the June 8, 2010 election, how long would be before the District would start to see revenue generated by the increase? I was informed that if the District completed all of the required documents properly and on time, the first revenue generated by the tax increase would appear on December 20, 2010, followed by revenue drops on April 20, 2011, and June 20, 2011.

I would recommend that the Board direct me to enter into a contract with NBS to provide services to have a Special Police Tax increase measure placed on the June 8, 2010 ballot.

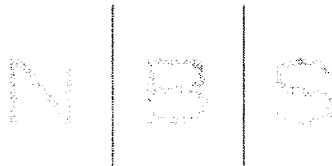
Gregory E. Harman
General Manager/ Chief of Police



Proposal to the
**Kensington Police Protection
Community Services District**
for
Special Tax Increase Services

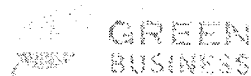
December 2, 2009

Submitted by



Main Office
32605 Temecula Parkway, Suit 100
Temecula, CA 92592
800.676.7516

Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102
800.434.8349





December 2, 2009

Mr. Gregory E. Harman
General Manager/Chief of Police
Kensington Police Protection and Community Services District
217 Arlington Avenue
Kensington, CA 94707

Subject: Proposal to Provide Special Tax Increase Services for the Kensington Police Protection and Community Services District

Dear Mr. Harman:

Thank you for the opportunity to submit this proposal to the Kensington Police Protection and Community Services District ("KPPCSD") to provide Special Tax Increase Services. Our objective is to provide coordinated, comprehensive, and cost effective services that will enhance the efforts of the KPPCSD to serve your constituents. NBS is committed to providing you with accurate and timely services, and has the knowledge, experience, desire, and ability to assist you with this assessment increase.

We have worked with over 200 local governments, representing hundreds of districts, performing many types of administration, formation and other consulting projects. NBS has the strongest team in the industry. All senior consultants have been doing administration as a team for over ten years. To demonstrate this, please note:

- * NBS works with public agencies across California reflecting over one million parcels
- * NBS has developed the leading administration software solution, called D-FAST[®], which provides data access options to the KPPCSD
- * NBS' goal is to provide the required services in a coordinated and seamless manner ("one stop shop")

Enclosed please find one (1) original and one (1) copy of our proposal. *NBS is committed and able to complete this work in a timely manner.*

On behalf of the NBS team, we thank you again for the opportunity to submit this proposal. If you have any questions please do not hesitate to contact me at 800.676.7516.

Sincerely,

A handwritten signature in cursive script that reads 'Sara Mares'.

Sara Mares
Consultant

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NBS Profile	Section 2
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Project Team.....	Section 5
Cost Schedule	Section 6

EXECUTIVE SUMMARY

Please read this one page summary for the relevant highlights of the proposal.

NBS is pleased to present this proposal to provide expert services to the Kensington Police Protection Community Services District ("KPPCSD"). A primary focus at NBS is to support agencies like KPPCSD with tools and services to maximize your special tax revenues at minimal cost. By relying on NBS, you and your colleagues can focus on your day to day core tasks and rest easily knowing that the special taxes are being professionally managed by an experienced and reputable firm.

By way of introduction, please note that NBS has calculated and administered over \$2 billion worth of similar special tax levies over the past decade in California for public agency clients. We have worked in 41 California Counties and provide similar services for over 150 public agencies across California.

Further, NBS has provided administration and consulting services to KPPCSD for over nine years and is knowledgeable about the special tax, the property owners and the community.

“

We have been pleased with the professional quality of service we've received from NBS. The product is delivered accurately, and in a timely manner. NBS staff is readily available for assistance or inquiries. We would recommend NBS to any of our colleagues in city government.

”

Margaret Souza
Finance Director
City of Patterson

[NBS PROFILE]

NBS is a stable and independent firm that provides expertise and consulting to local governmental agencies, including:

- Cities and Towns
- Counties
- Special Districts
- School Districts

NBS assists these agencies with public finance and engineering projects, primarily in the area of Special Financing Districts ("SFD's"). SFD's include special assessment and special tax districts. This is the primary focus at NBS, and we are committed to providing assessment engineering, special tax consulting and other related services that are in the best interests of a local agency and its constituents.

The firm was founded in 1996 by experienced finance and engineering professionals, and has worked with more than 200 public agencies to date. NBS now comprises 40 professionals, managed by a President with four Directors. The company was founded in Temecula, and has been based there for a decade.

From a public agency's perspective, we believe the following five points are the most important qualities of NBS:

1. **Experience** – NBS staff have worked with every type of SFD in almost every County in the State. Our long history of providing ongoing administrative services gives us the advantage of being able to develop solutions that make long term sense.
2. **Differentiation** – The unique qualities of NBS include:
 - Working solely for local public agencies, without the inherent conflict of interest associated with working with private interests
 - Development of D-FAST software, which incorporates the latest in technology
 - Primary focus on the needs of local agencies who use SFD's
3. **Benefits** - By using NBS, a public agency gets:
 - Quality of work and attention to detail
 - High level of service
 - Real stewardship, offering solutions that make sense for the public
 - Value and reasonable fees
 - Projects delivered on time and on budget
4. **Base Infrastructure and Systems** – The backbone of NBS includes:
 - Robust information and data technology systems
 - Quality control systems to ensure accuracy
 - An emergency preparedness and business back-up plan
 - Options for enhanced data availability via D-FAST proprietary software
5. **Strong Track Record**: Most importantly, NBS has a proven track record of delivering projects on time, as demonstrated by:
 - Continuous growth of client base
 - High client retention rate
 - Strong client references

The ultimate goal of NBS is to provide support, expertise and solutions that allow local agencies to focus on their community needs and core services.



Quality is paramount in the services you provide, and we have faith in your professional abilities, accuracy, timelines, and overall integrity.



John M. Donoghue
Financial Analyst
City of Folsom

[NBS HEADLINES]

- OVER 150 years combined experience of senior staff alone
- FIRST Proposition 218 ballot process
- FASTEST full formation of an assessment district
- LONGEST legacy of best-of-breed software
- UNIQUE as exclusive provider to local governments

[NBS CLIENTS]

NBS has a client base of over **200** local government agencies, which includes everything from small special districts to the largest of cities as represented below.

Larger

- City of Chula Vista
- City of Long Beach
- City of Los Angeles
- City of Oakland
- City of San Diego
- City of Temecula
- Contra Costa County
- Olivenhain Municipal WD

Mid Size

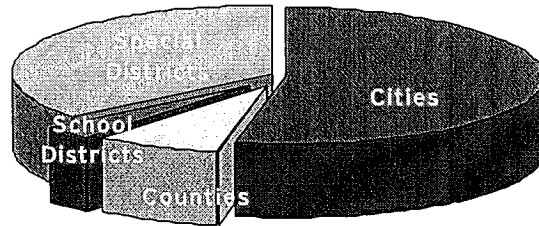
- City of Alameda
- City of Folsom
- City of Santa Clarita
- City of San Leandro
- City of Scottsdale
- Calaveras County
- Empire Union School District
- Trabuco Canyon Water District

Smaller

- Bel Marin Keys CSD
- City of Emeryville
- City of Placerville
- City of Garden Grove

City of Newman

- Piedmont Unified School District
- Coastside County Water District
- Riverbank Union School District



[CLIENT SATISFACTION]

In a recent Client Care Survey conducted by NBS, we were pleased to receive the following feedback from our clients:

Sample Results

Overall Satisfaction	Overall Value
4.4 out of 5	4.3 out of 5

[REFERENCES]

The Kensington Police Protection Community Services District is encouraged to contact the public agency and professional references listed below regarding the quality of work and capabilities of NBS.

PROFESSIONAL REFERENCES

Public Agency	Contact	Phone #
City of Vacaville 650 Merchant Street Vacaville, CA 95688	Ken Campo Finance Manager	(707) 449-5118
Olivenhain Municipal Water District 1966 Olivenhain Road Encinitas, CA 92024	Rainy Selamat Finance Officer	(760) 753-6466
Nevada Irrigation District 1036 West Main Street Grass Valley, CA 95945	Timothy Crough Assistant General Manager	(530) 273-6185

“
NBS has done an exemplary job in handling much of our City's complex district work, allowing our staff to concentrate on their own essential tasks. Their analysts are extremely knowledgeable, quick to respond, and are a pleasure to work with.”

Betsy St. John
Director of Finance and
Administration Services
City of Palmdale

[SCOPE OF WORK]

[Special Tax Increase Services]

Expert Resource. First and foremost, NBS will act as KPPCSD's "expert resource," and is available to answer questions and advise KPPCSD regarding the special tax increase process.

Kick-Off Meeting, Project Schedule. NBS will meet with KPPCSD staff and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals and criteria that will meet the KPPCSD's preference.
- Identify and resolve any special circumstances regarding the special tax increase.
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties.
- Establish meeting dates consistent with schedule to achieve project milestones.

Data Collection. NBS will gather and review data relevant to the special tax increase. Data will be obtained from various sources, including KPPCSD records, Assessor's parcel maps, County Assessor information and County Registrar of Voter records.

Cost Estimate. NBS will work with KPPCSD to develop an estimate of projected revenues to calculate an adequate special tax rate.

Special Tax Formula. NBS will work with KPPCSD to develop a special tax formula that meets the needs of the community, voters and KPPCSD.

Resolutions. NBS will prepare the required resolutions to be considered by the Board for the special tax increase proceedings.

Report. NBS will prepare a detailed written report documenting the budget estimates for police service, the special tax formula and showing the projected revenue of the special tax increase. The Report will be presented to KPPCSD staff, Board of Directors and others as appropriate.

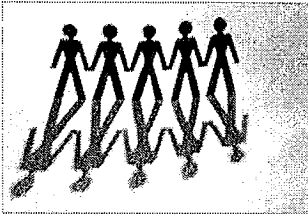
Election Coordination. NBS will work with the County to coordinate the election schedule and materials for the election including the statement of the measure and applicable arguments.

Board Meeting. NBS will present all necessary testimony and respond to public comments regarding the special tax increase proceedings and will attend one Board Meeting.

Toll-Free Phone Number. NBS will provide a toll-free phone number for use by KPPCSD, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of special taxes for KPPCSD. Bilingual staff is available for Spanish-speaking property owners.

[PROJECT TEAM]

NBS is proud to present the following Project Team. In addition to the staff presented, NBS has a depth of key resources as well as the flexibility to allow for the introduction of additional specialists, if needed. Key personnel resumes are presented below. They are available and stand fully committed to Kensington Police Protection Community Services District to begin work immediately upon award of contract. Additional engineering and financial staff are available as needed.



“

NBS has provided high quality service to our District for nearly a decade with respect to services involving our standby assessment districts. From planning and documentation preparation to labels and mailings, as liaison between financial advisors, legal counsel and the County of Riverside Tax Assessor office, etc..., your staff is always available to answer questions and deliver.

”

Karen Hornbarger
District Secretary
Lake Hemet Municipal
Water District

**KENSINGTON POLICE
PROTECTION AND CSD**

GREG DAVIDSON

gdavidson@nbsgov.com
Client Services Director
Leads Client Relations
Over 10 years of experience

DENNIS KLINGELHOFER, P.E.

dklingelhofer@nbsgov.com
Project Manager
Leads technical approach
Over 20 years experience

SARA MARES

smares@nbsgov.com
Senior Consultant
Performs day-to-day activities
related to the project
Main contact for the KPPCSD
Over 9 years of experience

Greg Davidson
Director
gdavidson@nbsgov.com

|HIGHLIGHTS|

Expert in District Administration

Project Manager on numerous projects with over eleven years of experience with Special Financing Districts

Experienced Special Tax Consultant

Over 11 years experience

|EDUCATION|

Certified Downtown Professional, California State University – San Bernardino

Bachelor of Science, Business Finance with minor in Psychology, San Diego State University

|PROFESSIONAL AFFILIATIONS|

California Downtown Association (CDA)

California Special Districts Association (CSDA)

California Society of Municipal Finance Officers (CSMFO)

|RESUME|

Greg Davidson is a Director with NBS where he and his staff form and administer special financing districts, including Property-Based Business Improvement Districts, Landscape Maintenance Districts, 1913 and 1915 Act Assessment Districts, and Community Facilities Districts. Greg is actively involved in managing the day-to-day district administration operations, the preparation of the annual special assessment levies, and related special projects. He has worked directly with more than 100 Agencies administering 300 Districts.

- * **District Formation:** Greg has formed Special Financing Districts consisting of:
 - o Community Facilities Districts (CFD, or Mello-Roos)
 - o Business Improvement Districts
 - o Landscape Maintenance Districts
- * **Speaking Engagements:** Greg participated in speaking panels for the USDA, CMTA, CSMFO, and will be presenting at the 2009 annual CDA conference.
- * **District Administration:** Greg has more than 11 years of experience in actively managing ongoing administration and annual levy calculations for Landscape Maintenance Districts, 1913/1915 Act Assessment Districts, and Mello-Roos Community Facilities Districts. He has trained numerous staff, and has directly prepared levies for hundreds of Assessment and Special Tax Districts. He has also provided consulting services related to curing troubled districts which have involved judicial foreclosure, refinancing and property owner bond tender programs.
- * **Financial Projects:** Greg has experience performing revenue audits, parcel audits, tax roll billing services and the formation of Community Facilities Districts.
- * **Continuing Disclosure:** Greg has prepared and disseminated Municipal Disclosure Reports for numerous California Agencies over the past several years. He currently is involved with the preparation and approval of more than 160 disclosure reports for 1915 Act, Community Facilities District, Tax Allocation and General Obligation Bonds.
- * **1915 Reassessment and Refunding:** Greg has prepared several Reassessment Reports as required by the California Streets and Highways Code §9523 saving parcel owners a significant amount of money.
- * **Proposition 218:** Greg also provides Proposition 218 consulting services related to the establishment or increase of fees, charges and assessments.

Dennis Klingelhofer, P.E.
Acquisition Engineer
dklingelhofer@nbsgov.com

[HIGHLIGHTS]

Over 20 years experience

Engineering in the primary field of assessment and special tax district formation

Successfully developed funding strategies including Standby Charges

Served as assessment engineer for the formation/renewal of over 300 assessment and special tax districts

[EDUCATION]

M.S. Engineering Administration
George Washington University,

B.S. Civil Engineering
University of Massachusetts,

[REGISTRATIONS]

Registered Civil Engineer
California, #50255

Registered Civil Engineer
Arizona, #30610

Registered Civil Engineer
Virginia, #010798

[AFFILIATIONS]

American Public Works Association (APWA)

California Society of Municipal Finance Officers (CSMFO)

[RESUME]

Dennis Klingelhofer will serve as NBS's Project Manager and Acquisition Engineer, and brings over 20 years of assessment engineering experience, to this project. Dennis is well known throughout California, and established many of the methods and procedures used to analyze special benefit that have become standard in the industry over the course of his career.

- **Special Tax Consultant and Assessment Engineering:** Mr. Klingelhofer has in-depth knowledge of California's public finance and special assessment procedures. He has served as Special Tax Consultant and Assessment Engineer for the formation of Public Finance Districts including Mello-Roos Community Facilities Districts, 1913 Improvement Act districts, 1972 Landscaping and Lighting Act districts, 1982 Benefit Assessment Act districts, Fire Suppression Assessment Districts, and Special Tax Districts for police and fire services. He has worked with agencies to identify financing alternatives, evaluate the feasibility of forming special districts, and to prepare the necessary documents/reports required for district formation.
- **Asset Management:** Dennis has over 22 years of experience dealing with infrastructure valuation, implementation of asset management systems and the fiscal impact of development on communities. He is a **recognized leader on GASB 34 Compliance issues**, speaking on this subject to various associations and agencies. Moreover, he has been responsible for the development and implementation of Pavement Evaluation and Management Systems totaling for over 10,000 miles of roads for approximately 40 public agencies.
- **Acquisition Audit:** As a registered professional engineer, Mr. Klingelhofer has been responsible for the review of developer reimbursement request for the acquisition of more than \$300 million of public improvements. He has developed acquisition audit procedures for the Cities of Lake Elsinore and Davis, as well as for Clark County Nevada.

Sara Mares
Senior Consultant
smares@nbsgov.com

[HIGHLIGHTS]

Over 9 years experience

Expert in the Field

Project Manager on numerous projects

Expert in formation and administration

Experienced Special Tax Consultant

[EDUCATION]

Bachelor of Arts, with honors, Economics, Mills College

[RESUME]

Sara Mares is a Senior Consultant with NBS. She forms special financing districts, including 1913 Act Assessment Districts, Community Facilities Districts, Landscape and Lighting Districts, Benefit Assessment Districts, Property and Business Improvement Districts and Fire Assessments. Sara has experience working with all aspects of the formation process, including planning, project management, budget analysis, development of Rate and Method of Apportionment and Engineer's Reports and presentations. She also has significant experience with ongoing special district administration including levy submittal, delinquency management and continuing disclosure.

- * **District Formation:** Sara has formed many Special Financing Districts for many communities across California, including Community Facilities Districts, Landscape Maintenance Districts, Benefit Assessment Districts, Property and Business Improvement Districts and Fire Assessments. She has prepared the Special Assessment and Special Benefit Methodologies and Rate and Method of Special Tax Apportionment Models.
- * **Reassessment Consulting:** Sara has prepared several Reassessment Reports as required by the California Streets and Highways Code §9523 saving parcel owners a significant amount of money. Sara has been involved with many challenging issues, including pooled bonds, workouts and distressed districts including a project which was nominated for the Bond Buyer Deal of the Year Award.
- * **Proposition 218:** Sara provides Proposition 218 Consulting Services related to the establishment of and increases to fees, charges and assessments.
- * **District Administration:** Sara has extensive experience in ongoing administration and annual levy calculations for 1913/1915 Act Assessment Districts, Mello-Roos Community Facilities Districts, Landscape & Lighting, and Benefit Assessment Districts.
- * **Continuing Disclosure:** Sara has prepared and disseminated Municipal Disclosure Reports for several California Agencies. She prepared and disseminated ongoing disclosure reports for special districts including 1915 Act, Community Facilities Districts in compliance with Securities Exchange Commission regulation 15c2-12.
- * **Delinquency Management:** Sara also works extensively on delinquency management. This includes the gathering of county data, sending letters, setting up payment plans and dealing with foreclosure attorneys and property owners. Sara has managed delinquencies for over 21 public agencies and approximately 60,000 parcels.

Sara received her Bachelor of Arts in Economics from Mills College, where she graduated with honors.

[COST PROPOSAL]

[Special Tax Increase Services]

Special Tax Increase Services.....\$15,000

[Expenses]

Customary out-of-pocket expenses will be billed to KPPCSD at actual cost to NBS. These expenses may include, but not be limited to travel, postage, telephone, reproduction, meals and various charges for tapes, maps, and recording fees. County fees for the Election to be paid to the County directly by KPPCSD.

[Hourly Schedule]

The following table shows our current hourly rates. Additional services authorized by KPPCSD will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$ 190
Senior Consultant/Programmer	150
Engineer	140
Consultant	130
Analyst	100
Clerical/Support	55
Expert Witness	TBD; with minimum fee

[Terms]

Special Tax Increase Service fees will be invoiced upon project milestones with the final invoice prepared upon delivery of the Resolution Calling the Election. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

OLD BUSINESS

#4 - General Manager Greg Harman will present the Board with a Kensington Park Restroom Project Timeline and provide an update to the progress on the project. Board discussion and action.

Memorandum

Kensington Police Department



To: Board of Directors

APPROVED YES NO

From: Gregory E. Harman, Chief of Police

Date: Thursday, December 10, 2009

FORWARDED TO:

Subject: Old Business Agenda Item 4- Park Restroom Timeline

At the October 8, 2009 KPPCSD Board meeting, the Board directed me to continue moving forward with the Kensington Park Restroom Project.

During the 8th Meeting of the Park Restroom Committee held on 12-01-09, the Committee requested that I provide the Board with a Park Restroom Project Timeline for review. This timeline is included in the Agenda packet.

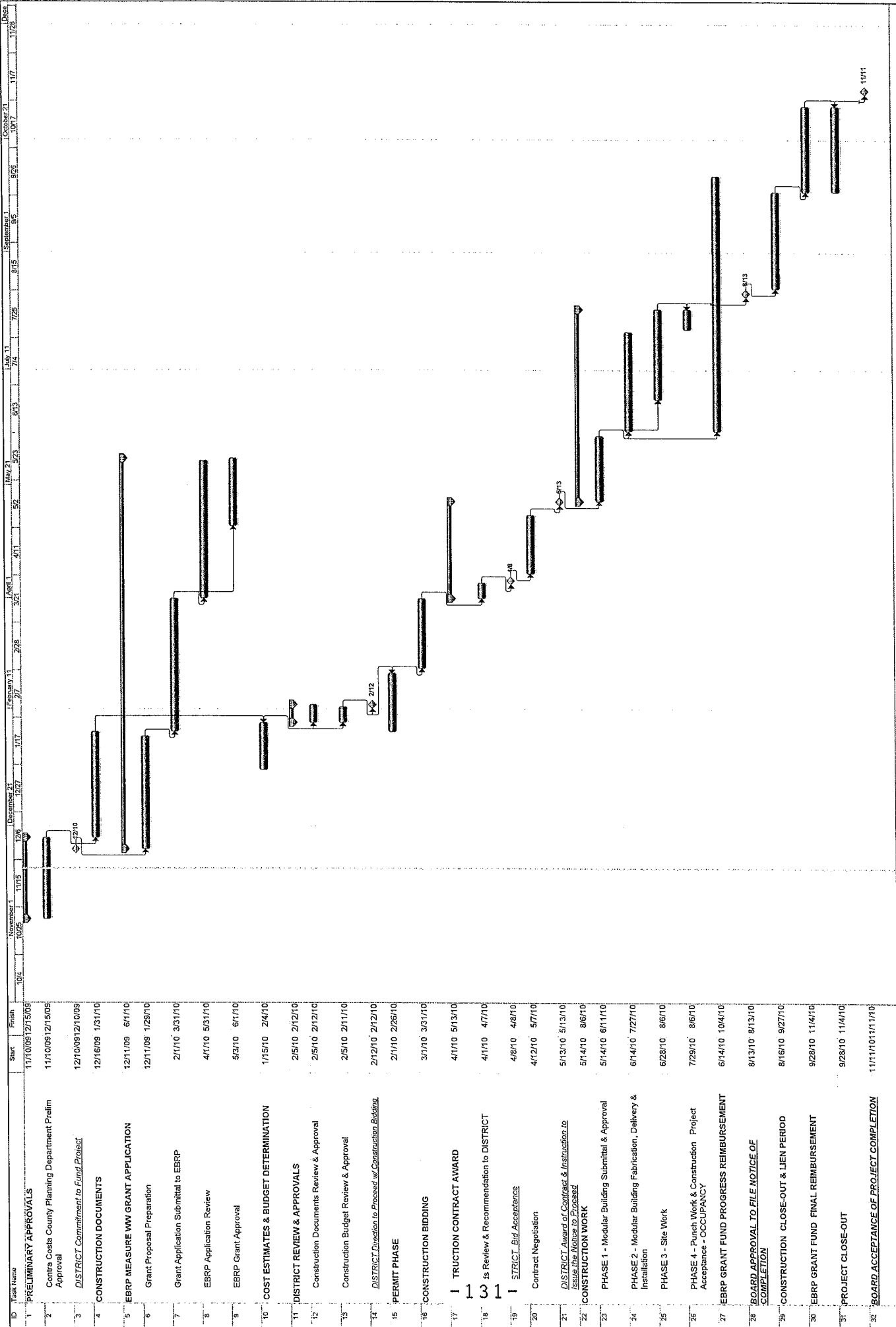
We are in the process of re-contacting the manufacturers of pre-fab restrooms confirming their interest in our project, filing the CEQA Exemption and investigating the Harvestman spider issue, preparing the construction and bidding documents, and continuing to work with the County and East Bay Regional Parks.

The Committee also requested that I inform the Board of the need to fund the restroom project as we begin the project, and that I remind the Board that the Measure WW Grant funding will be a pay as you go reimbursement by East Bay Regional Parks, concluding in September of 2010.

Preliminary costs estimates for the project are still \$130,000. \$48,000 of allocated reserves (community donations), has been designated for this project. The remaining \$82,000 that will be needed until the Measure WW repayment funds are received, will need to be allocated at the February 2010 Board meeting, at which time final approval of construction documents and costs of the project will be submitted to the Board.

Gregory E. Harman
General Manager/ Chief of Police

KCP RESTROOM PROJECT BASELINE SCHEDULE



NEW BUSINESS

#1 - Fiscal impact of a consolidation/ merger of the Kensington Fire Protection District (KFPD) and the Kensington Police Protection and Community Services District (KPPCSD). Possible Board action directing the General Manager to explore the LAFCO application process.

Board Agenda Item:

Fiscal impact of a consolidation/merger of the Kensington Fire Protection District (KFPD) and the Kensington Police Protection and Community Services District (KPPCSD). Possible Board Action directing the General Manager to explore the LAFCO application process.

Description:

Earlier this year, the Contra Costa Local Area Formation Commission (LAFCO) commissioned and adopted a Municipal Service Review (MSR) of Fire and Emergency Medical Services Contra Costa County to include the KFPD. Subsequently, LAFCO commissioned and adopted a West County Sub-Regional MSR to include a review of the KPPCSD. Items 9, 15 and 16 in the KPPCSD section of the MSR is as follows:

9. *In the future, KPPCSD may have to reduce service delivery to stay within revenues. Other options that the District may be exploring include a parcel tax increase, contracting out for services, or a possible merger with the KFPD.*
15. *Consolidation of KFPD with the KPPCSD is an option identified in the Fire and Emergency Medical Services MSR. KPPCSD's boundary area includes all of the KFPD boundary area, as well as the EBMUD reservoir, which is outside the KFPD boundary, but inside the KPPCSD boundary. KPPCSD could exercise its latent power to provide fire protection services.*
16. *Consolidation of KFPD with KPPCSD could streamline local government, and offer cost saving opportunities to the community by providing more options on allocating public safety funds.*

LAFCO's Sphere of Influence Update further states the following:

Recommendation: Based on the MSR report, the MSR consultant and LAFCO staff recommend that the Commission retain the existing coterminous SOI (see Attachment 2g). In addition, it is recommended that KPPCSD continue to explore cost efficiencies and governance options including contracting for police services and consolidation.

The KPPCSD board now has an opportunity to take a position with regard to a potential consolidation of the two districts.

To facilitate this discussion, attached is an analysis of the 2010/2011 fiscal plan for each of the two districts and the resultant fiscal combination. This plan shows that the KFPD's operating surplus is almost equal to the KPPCSD's operating deficit. A consolidation of the two districts would eliminate the necessity of increasing the special tax currently being contemplated by the KPPCSD board.

Any new KPPCSD tax measure passed by the voters would give the Board the *option*, but not the *obligation* to impose the tax. In other words, even if a tax increase were available, the Board could elect to tax only if needed. Given the surplus taxes collected by the KFPD, consolidating the KFPD with the KPPCSD could give the Board the fiscal opportunity to avoid triggering the tax increase option. Note that the KFPD Board opposes a consolidation.

If the KPPCSD Board is to consider a consolidation, the next step would be to direct the General Manager to pull together a plan for application to LAFCO. This plan would delineate the costs and mechanisms associated with the application process. Upon receipt of the General Manager's plan at the January KPPCSD meeting, the Board could then direct the General Manager to execute the application to LAFCO.

If LAFCO were to approve the application and the KFPD Board elected to endorse such action (or took no position) then LAFCO would initiate the consolidation process. This could involve having a Board of up to 11 members which, through attrition, would ultimately wind down to a 5 person board. This could also involve earmarking a portion of KFPD tax collection to ensure sufficient funding for fire protection services and then allowing use of the surplus for other Kensington matters including police services.

Alternatively, if LAFCO were to approve the application but the KFPD Board were then to formally file a rejection (or 25% of property owners filed a rejection), then the matter would be submitted for voter approval.

The California Association of LAFCOs has made available a 2008 white paper specifically addressing consolidation of special districts along with various application related materials. These have been provided to the General Manager for review.

At this time, our Board may elect to direct the General Manager to present a proposal to us for how the district would apply to LAFCO for consolidation. This proposal would be reviewed and possibly approved by our Board at our January meeting before the General Manager submits the actual application to LAFCO.

I have attached the fiscal analysis of a possible consolidation of the two districts along with the relevant LAFCO MSR and MSR updates.

Bill Wright
Board Director
Kensington Police Protection and Community Services District

REVENUES

KFPD 2010/2011 Plan *	+	KPPCSD 2010/2011 Projection **	=	Consolidated Operating Budget
Property Taxes	2,843,265	Property Taxes	1,330,008	Property Taxes
Special Taxes	200,362	Special Taxes	680,340	Special Taxes
Other tax income	29,000	Other tax income	29,870	Other tax income
Interest income	50,000	Interest income	19,200	Interest income
Salary reimb agreement	47,106	Fee Income	51,000	Salary reimb and fee income
Total Revenue	3,169,733	Total Revenue	2,110,418	Total Combined Revenue
				5,280,151

OPERATING EXPENSES

Contract with EC Fire Department	2,311,050	Police Dept.	2,139,463	Police Dept.
Retiree Medical	167,990	Park	56,959	Park
Other Internal Fire District Costs	334,531	Waste/Recycle	6,000	Waste/Recycle
Total Operating Costs	2,813,571	Other KPPCSD District Costs	270,238	Other KPPCSD District Costs
Operating Surplus	356,162	Total Operating Costs	2,472,660	Contract with EC Fire Department
Capital Outlay (building)	51,500	Operating Deficit	(362,242)	Fire Retiree Medical
		Capital Outlay (patrol car & bathroom)	103,000	Other Internal Fire District Costs
				Total Operating Costs
				5,273,531
				6,620
				Capital Outlay (car, building & bathroom)
				154,500

CASH RESERVES

KFD Reserves	+	KPPCSD Reserves	=	Consolidated Reserves
Ending Cash Balance (June 2011)	4,186,776	Ending Cash Balance (June 2011)	1,052,550	Ending Cash Balance (June 2011)
Designated funds		Designated funds		Designated funds
engine replacement fund	(93,455)			engine replacement fund
building fund	(51,627)			building fund
pre-payment to Calpers	(500,000)	Bay View Account	(165,440)	pre-payment to Calpers
Available funds (not "designated")	3,541,694	Available funds (not "designated")	887,110	Bay View Account
				4,428,804
				Available funds (not "designated")

Board Set-aside "allowances"
12 month set-aside for El Cerrito Contrac

2,311,050

Board Set-aside "allowances"
Mandated contingency
Accrued Vacation/Comp
Notes Payable (Bond)

257,666
104,000
92,630

Board Set-aside "allowances"

???

* source: KFPD planning budget

** source: KPPCSD Board five year projections

14. CCSD regularly evaluates its facility and service delivery needs and financial capacity for providing service, including maintenance and capital improvements.

Local Accountability and Governance

15. The Directors of CCSD are elected at large by voters within the District.
16. Meeting notices and agendas are posted at least 72 hours in advance at the Crockett Community Center, the Crockett Post Office, and Port Costa. CCSD meetings are open and accessible to the public.
17. CCSD provides some public information through the Town website. The District routinely makes agendas, meeting minutes, and other service information available on the website.
18. CCSD should consider posting financial information on its website in the future.

FROM THE LAFCO PREPARED MSR - SECTION PERTAINING TO KENSINGTON

KENSINGTON POLICE PROTECTION & CSD (KPPCSD)

Infrastructure Needs and Deficiencies

1. KPPCSD's existing infrastructure is expected to be sufficient for the next 5 to 20 years. For portions of the District's assets with a shorter useful life, there is a replacement plan in place.

Growth and Population Projections for the Affected Area

2. The District boundaries are nearly built out, with an anticipated growth rate of 2% by 2030.
3. The small size of KPPCSD's boundaries, existing approved subdivision of lands, and environmental constraints leave little undeveloped open space territory within the District's boundaries for future development.
4. Residential population growth in the KPPCSD boundary is projected to be minimal. Future growth is expected to consist of limited infill opportunities. There are no planned or proposed developments in the community. In the long-term, growth is expected to increase the population to about 5,123 in 2030.
5. KPPCSD does not conduct growth planning due to the built-out nature of the community.

Financing Constraints and Opportunities

6. KPPCSD has passed a deficit budget for the past three years, although actual revenues to expenses in two of the past three budget years were positive.
7. The District does not have access to new revenue streams to help offset increasing costs without asking the electorate to vote for special assessment rate increases. The rate cap for the property/parcel taxes for police protection does not allow KPPCSD to increase fees as it realizes increases in costs for service.
8. Cost for service provision is increasing and is projected to exceed revenues generated annually. Shortfalls are being made up using long-term budgetary reserves.
9. In the future, KPPCSD may have to reduce service delivery to stay within revenues. Other options that the District may be exploring include a parcel tax increase, contracting out for services, or a possible merger with the KFPD.

Cost Avoidance Opportunities

10. KPPCSD leases space from the KFPD.
11. Elected board members receive no stipend for serving on the board.

Opportunities for Rate Restructuring

12. The District charges fees for park and facility rental activities, and assesses franchise fees for solid waste services, which can be adjusted to a limited extent. KPPCSD has not had a police tax increase since 1997, when the tax was increased to \$300 per household. The District is currently examining the feasibility of increasing the police tax and/or increasing the park maintenance assessment, and is also looking at the possibility of raising fees for park facility rentals.

Opportunities for Shared Facilities

13. KPPCSD leases space from the KFPD and allows the Kensington Community Council to run recreation programs from its facilities.

Government Structure Options

14. KPPCSD does not have many options to increase its revenues, other than special assessment increases or new assessments. Annexation to the City of El Cerrito could provide further options for maintaining future levels of service in light of the District's revenue constraints. There are no services provided to the District by the City of El Cerrito other than those services contracted for by the KFPD. The Kensington community is within the City of El Cerrito's SOI.
15. Consolidation of KFPD with the KPPCSD is an option identified in the Fire and Emergency Medical Services MSR. KPPCSD's boundary area includes all of the KFPD boundary area, as well as the EBMUD reservoir, which is outside of the KFPD boundary, but inside the KPPCSD boundary. KPPCSD could exercise its latent power to provide fire protection services.
16. Consolidation of KFPD with KPPCSD could streamline local government, and offer cost saving opportunities to the community by providing more options on allocating public safety funds.

Evaluation of Management Efficiencies

17. KPPCSD utilizes its small staff efficiently by combining job titles and job functions. Recreation services are supplemented by volunteer services.
18. The District is considering service alternatives, including contracting for law enforcement services to the City of El Cerrito, which could provide greater efficiencies in delivery of law enforcement services to the community.

Local Accountability and Governance

19. KPPCSD provides opportunities for citizens to attend meetings and access to information via the District's website.

WEST COUNTY SUB-REGIONAL SPHERE OF INFLUENCE (SOI) AND GOVERNANCE STRUCTURE (GS) OPTIONS AND RECOMMENDATIONS

Agency	SOI Options	GS Options	Consultant Recommendations	L.AFCO Staff Recommendations
<p>City of El Cerrito</p>	<ul style="list-style-type: none"> • Retain existing SOI (non-coterminous). • Reduce SOI to remove areas the City has no intent to annex within the next 10-20 years • Expand SOI to include the northern portion of East Richmond Heights 	<ul style="list-style-type: none"> • El Cerrito's SOI includes the southern portion of East Richmond Heights and all of Kensington. The City is not anticipating any annexations in these areas and will consider future annexations upon property owner request. • The Vista Heights Road area, within El Cerrito's SOI, is located between the northeastern boundary of El Cerrito and Wildcat Canyon Regional Park. The area is within the boundaries of the City of Richmond (but not in Richmond's SOI), contains approximately 97 homes and is only accessible through El Cerrito. El Cerrito provides police, fire and other services to this area. In the past, the area has suffered damage due to landslides which have resulted in service challenges. Detaching this area from Richmond and annexing it to El Cerrito would establish boundaries that are consistent with efficient service provision. However, such a boundary change would require a corresponding change in sewer service provision. Further evaluation of this boundary matter is needed. • The cities of El Cerrito and Richmond have significant boundary problems along San Pablo Avenue. There are numerous split parcels that bisect retail and other commercial businesses and result in service confusion and inefficiencies. • None identified 	<ul style="list-style-type: none"> • Retain existing SOI. • Further study is needed with regard to the Vista Heights Road area. • The cities of El Cerrito and Richmond should evaluate their boundaries along San Pablo Avenue to determine appropriate boundaries. 	<ul style="list-style-type: none"> • Retain existing SOI. • The cities of El Cerrito and Richmond should study the Vista Height Road area, as well as the boundary irregularities along San Pablo Avenue and report back to L.AFCO within 12 months regarding these matters.
<p>City of Hercules</p>	<ul style="list-style-type: none"> • Retain existing SOI (non-coterminous) • Reduce SOI to coincide with the City limits • Expand the SOI to include Rodeo 		<ul style="list-style-type: none"> • Retain existing SOI 	<ul style="list-style-type: none"> • Retain existing SOI

Agency	SOI Options	GS Options	Consultant Recommendations	LAFCO Staff Recommendations
City of Pinole	<ul style="list-style-type: none"> Retain existing SOI (non-coterminous). Reduce SOI 	<ul style="list-style-type: none"> Pinole SOI includes Tara Hills, Bay View, Montalvin Manor and the northern portion of El Sobrante. It is recommended that the City and other affected local agencies consider the most appropriate service provider for these areas given fiscal constraints. 	Retain existing SOI	<ul style="list-style-type: none"> Retain existing SOI Encourage the City and other affected local agencies to consider appropriate service providers and boundary configuration for the Tara Hills, Bay View, Montalvin Manor and El Sobrante (north) area.
City of Richmond	<ul style="list-style-type: none"> Retain existing SOI (non-coterminous) Reduce SOI 	<ul style="list-style-type: none"> Richmond's SOI includes the communities of North Richmond, El Sobrante and East Richmond Heights. The City will consider future annexations upon property owner request. Vista Heights Road area – see discussion above under El Cerrito GS Options El Sobrante is partially within Richmond's SOI and partially within Pinole's SOI (generally divided along Manor Road). Both cities should review potential service delivery and future SOI and boundary adjustments to enhance service efficiency to the area. The cities of Richmond and El Cerrito have major boundary problems along San Pablo Avenue – see discussion above under El Cerrito GS Options. 	<ul style="list-style-type: none"> Reduce Richmond's SOI by removing the areas east of Bonita Road and at North Arlington. 	<ul style="list-style-type: none"> Reduce Richmond's SOI by removing areas east of Bonita Road and at North Arlington. The cities of Richmond and El Cerrito should study the Vista Height Road area, as well as the boundary irregularities along San Pablo Avenue and report back to LAFCO within 12 months regarding these matters. Encourage the City and other affected local agencies to consider the most appropriate service provider and boundary configuration for the El Sobrante area.
City of San Pablo	<ul style="list-style-type: none"> Retain existing SOI (non-coterminous). Reduce SOI Expand SOI 	<ul style="list-style-type: none"> San Pablo's SOI includes the communities of Rollingwood and North Arlington. IF North Arlington is to remain within the City's SOI, it should be included as a planning area for the 2030 General Plan. 	<ul style="list-style-type: none"> Expand the SOI to include the remaining portion of North Arlington, and remove from the SOI those areas which are outside the ULL. 	<ul style="list-style-type: none"> Expand SOI to include the remaining portion of North Arlington, and remove from the SOI those areas outside the ULL.
Crockett CSD	<ul style="list-style-type: none"> Retain existing coterminous SOI Expand the SOI Adopt a zero SOI 	<ul style="list-style-type: none"> There is one residential property served by the district (out of agency service) in Port Costa that should annex to the District. 	<ul style="list-style-type: none"> Retain existing SOI 	<ul style="list-style-type: none"> Retain existing SOI. Encourage CCSD to annex the parcel receiving out of agency service.
Kensington PPCSD	<ul style="list-style-type: none"> Retain existing coterminous SOI Expand the SOI Adopt a zero SOI 	<ul style="list-style-type: none"> Annex Kensington to the City of El Cerrito Consolidate KCSD with the Kensington Fire Protection District 	<ul style="list-style-type: none"> Retain existing SOI 	<ul style="list-style-type: none"> Retain existing SOI Encourage KPPCSD to explore cost efficiencies and governance options including contracting for police services and consolidation.

For North Arlington, San Pablo would be the logical service provider for any future annexations within this SOI area. With the exception of the small portion of area within the boundaries of Richmond, the North Arlington area is surrounded by San Pablo to the east and north, and open space to the west and south. The area outside the ULL is expected to remain undeveloped and City services would not be needed. The eastern portion of this community abuts open space and is removed from other developed areas within the corporate boundaries of the City of Richmond. The neighborhood is not directly accessible through the City of Richmond. Services such as police and fire protection would be more efficiently provided by the agencies serving the community west of Bonita Road.

Further, if North Arlington is to remain within the City's SOI, it should be included as a planning area for the 2030 General Plan.

Crockett Community Services District (CCSD) - CCSD is an independent district formed in 2006 through a reorganization of three agencies: Crockett Valona Sanitary District, County Sanitation District No. 5 (Port Costa), and County Service Area P-1.

CCSD serves two separate and distinct communities—Crockett and Port Costa—and is authorized to provide the following services: wastewater collection, treatment, and disposal; public recreation; street lighting; landscape maintenance; graffiti abatement; and construction and maintenance of library buildings and cooperation with other governmental agencies for library services.

The District service area and SOI are coterminous and encompasses 1.07± square miles, portions of which is outside the countywide ULL. The current estimated population within CCSD's boundaries is 3,422 residents (Association of Bay Area Governments).

The MSR identifies the following SOI options for CCSD:

- Retain existing coterminous SOI
- Expand the SOI
- Adopt a zero SOI

In addition, the MSR report notes that there is currently one residential property served by CCSD that should be annexed to the District in the future. The property is located southwest of the Port Costa area and is not contiguous to the existing District service boundary/SOI.

Recommendation: Based on the MSR report, the MSR consultant and LAFCO staff recommend that the Commission retain the existing coterminous SOI (see Attachment 2f). Further, that the property currently receiving District services be annexed to CCSD in the future.

Kensington Police Protection & Community Services District (KPPCSD) - KPPCSD is an independent district. In 1946, a Police Protection District was formed which was reorganized in 1953 under Government Code Section 61600 as the Kensington Community Service District. In 1955, the District, by vote of the electorate, expanded its services to include park and recreation services. In 1979, voters approved adding trash collection and disposal. In 1993, voters approved changing the name of the District to Kensington Police Protection & Community Services District.

The KPPCSD consists of approximately one square mile. The District service area and SOI are coterminous and are contained within the countywide ULL. The District serves an unincorporated community of approximately 5,000 residents. The Kensington community is fully within the SOI of the City of El Cerrito. Past attempts to annex Kensington to the City of El Cerrito have failed, as well as a past attempt to incorporate Kensington.

The Kensington community is also governed by an appointed Municipal Advisory Council (MAC) and the Kensington Community Council (KCC), a non-profit volunteer corporation.

The MSR identifies the following SOI options for KPPCSD:

- Retain existing coterminous SOI
- Expand the SOI
- Adopt a zero SOI

In addition, the MSR identifies two governance options including annexation to the City of El Cerrito, and consolidation with the Kensington Fire Protection District (KFPD). The KFPD is opposed to consolidation.

Recommendation: Based on the MSR report, the MSR consultant and LAFCO staff recommend that the Commission retain the existing coterminous SOI (see Attachment 2g). In addition, it is recommended that KPPCSD continue to explore cost efficiencies and governance options including contracting for police services and consolidation.

Environmental Analysis

The MSR is a study and determinations are Categorically Exempt under §15306, Class 6 of the California Environmental Quality Act (CEQA) Guidelines. However, SOI changes may be subject to CEQA. The recommended SOI updates are minor, and are generally intended to align SOIs with actual service areas and provide for logical and efficient boundaries. Therefore, there is no potential for causing significant effect on the environment, and the proposed SOI actions qualify for the General Rule exemption under §15061(b)(3) of the CEQA Guidelines. However, should the Commission decide to adopt certain SOI changes that would significantly amend an SOI, then such action may require LAFCO to serve as Lead Agency for the purposes of compliance with CEQA and for completing an Initial Study and resulting CEQA document.

OPTIONS AND RECOMMENDATION

The recommended SOI amendments are consistent with the CKH Act, which provides that an SOI is an area designated for probable service; and with LAFCOs' statutory responsibilities for planning and shaping logical and orderly development, coordination of local government agencies, extension of municipal services into appropriate areas and preservation of agricultural and open space lands (Gov. Code §§56001, 56076, 56301, 56377, 56425). The recommended SOI amendments are also consistent with local LAFCO policies (Commissioner Handbook Section 2.1), and with the Commission's practice of adjusting SOIs (i.e., expansions, reductions) to reflect the probable need for municipal service within the foreseeable future (5-20 years) and to coincide with voter approved ULLs.

October 20, 2009

VIA E-MAIL

Lou Ann Texeira, Executive Officer
Contra Costa Local Agency Formation Commission
651 Pine Street, Sixth Floor
Martinez, CA 94553-1229

**Re: Kensington Fire Protection District Comments on
Public Review Draft of West County Sub-Regional Municipal Services Review**

Dear Ms. Texeira:

As you know, Meyers Nave represents the Kensington Fire Protection District ("KFPD"). The following are KFPD's comments on the Public Review Draft of the West County Sub-Regional Municipal Services Review, dated October 2009 ("Report"). KFPD's comments are confined to the Report's discussion of the Kensington Police Protection and Community Services District ("KPPCSD").

1. The Report identifies consolidation of KFPD with KPPCSD as an option for LAFCO to consider. KFPD remains strongly opposed to consolidation. Both KFPD and the KPPCSD held public meetings to discuss the Public Review Draft of the Municipal Services Review in the spring. At both meetings, the overwhelming majority of those Kensington residents speaking were opposed to the concept of consolidating KFPD with the KPPCSD. Subsequently, LAFCO's Fire and Emergency Medical Services Ad Hoc Committee recommended against the consolidation proposal and this was affirmed by a vote of the Commission at its October 14, 2009 meeting. Local 1230, which represents KFPD's firefighters, is opposed to consolidation. Despite the opposition of stakeholders, the community, and LAFCO, the Report resurfaces the concept of the consolidation of KFPD and KPPCSD.

Although the Report stops short of recommending consolidation, it offers various justifications for consolidation. For instance, it indicates that consolidation "would offer opportunities to the community in exercising greater control over the share of local property tax dollars spent on fire, emergency medical services law enforcement, and other services." The Report also indicates that consolidation would "streamline local government, and offer more options on allocating public safety funds within the community." As KFPD previously explained in its comments on Public Review Draft of the Fire MSR, these rationales ignore the fact that the community's electorate already has complete control over both KFPD and the KPPCSD. This is a Kensington issue. Kensington not LAFCO should decide the community's public safety and service priorities.

2. The Report alludes to the discussion of whether KFPD's property tax allocation would remain "in Kensington" if it were consolidated with KPPCSD. The District remains deeply concerned about the possibility of the County exchanging a portion of KFPD's property tax allocation to itself. This concern was expressed in my April 13, 2009 letter to the commission (attached). LAFCO's legal counsel, Silvano

Marchesi preliminarily offered the "view that probably the property tax collected by the Kensington Fire Protection District would be transferred to the Kensington Community Services District, should those districts be combined." He went on to indicate, however, that were LAFCO to initiate a consolidation proposal the provisions of Revenue and Taxation Code section 99 that I had cited may not apply. Mr. Marchesi's opinion also acknowledges that some uncertainty when it states that "no clear answer was forthcoming" and that "further research would be needed." It then notes that in similar situations in the past the property tax of the dissolved district (in this case KFPD) has been transferred to the successor district (in this case KPPCSD).

Mr. Marchesi's preliminary opinion offers little comfort to KFPD and the Kensington community. Since it addresses only a situation where LAFCO initiates the proposal, the opinion suggests that if the proposal were initiated by petition or by another local agency (such as the County) the Board of Supervisors could exchange a portion of the KFPD property tax allocation to the County. KFPD and the residents of Kensington would continue to welcome a final opinion from the Commission's Legal Counsel acknowledging that the County lacks the power to exchange property tax to itself in the event of a consolidation of KFPD with KPPCSD.

The District appreciates the opportunity to comment on the Report. KFPD respectfully requests that the Report, in its final form and LAFCO's written statement adopted pursuant to section 56430, not recommend consolidation of KFPD with the KPPCSD.

If you have any questions, please feel free to contact me or the District's Administrator, Brenda Navellier.

Very truly yours,



John D. Bakker

Attachment

JB

c: Commissioners and Alternate Commissioners
Kensington Fire Protection District Board of Directors

1309370.1

NEW BUSINESS

#2 - Nominations for and the election of Board Officers for Calendar Year 2010. Board Action.

NEW BUSINESS

#3 - The Board President will ask for Board Member requests for assignments for Calendar Year 2010. Board Action.