

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

*ADDENDUM TO

AGENDA

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Thursday, May 12, 2016, at 6:00P.M.**, at the Community Center, 59 Arlington Avenue, Kensington, California. The Board will commence its monthly Regular Meeting in open session **Thursday, May 12, at 7:30 P.M.**, at the Community Center, 59 Arlington Avenue, Kensington, California. If further Closed Session is required, the Board will return to Closed Session following the end of the Regular Meeting.

*These items are in addition to the already posted Agenda for the Special and Regular meeting of the Board of Directors of the Kensington Police Protection and Community Services District.

1. Director Gillette may participate by telephone in the closed session while she drives from the San Francisco International Airport to Kensington.
2. A copy of the extension of employment contract for Kevin Hart is attached.



Memorandum

To: KPPCSD Board

From: Jon Holtzman

Date: May 9, 2016

Subject: Extension of Employment Contract for Kevin Hart

Background

The District and Interim General Manager/Chief of Police Kevin Hart entered into an employment contract that commenced on June 8, 2015 with an expiration date of March 1, 2016. On February 11, 2015, the Board extended that contract until June 1, 2016 with no change in the monthly compensation, benefits or other terms and conditions of Interim Chief Hart's employment.

As the June 1, 2016 expiration of Interim Chief Hart's employment contract draws near, the District and Interim Chief have discussed a possible further extension of the employment contract for a term to be determined by the Board.

The terms of the employment contract are unchanged except as noted:

<u>Term</u>	<u>Description</u>
Term	Adoption of Agreement and swearing in as Interim General Manager/Chief of Police until June 1, 2016 to be extended for the term determined by the Board.
Salary	\$145,000 (annual)
Employment Status	At-Will
Health Benefits	The District will contribute the monthly premium amount for Interim Chief Hart and his spouse ("employee plus one") at the Kaiser Bay Area plan rate. The District's contribution will be made up of the PEMHCA statutory minimum and contributions through a cafeteria plan. Any additional costs above the Kaiser Bay Area plan rate at the employee plus one level of coverage shall be the responsibility of Interim Chief Hart.

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Retirement	As a classic member, Interim Chief Hart is eligible for 3% at 50 based on single highest year of compensation with 1959 fourth level Survivor Benefits. The District will continue to pay 6% of the employee contribution. Hart's original contract provided that Hart's contribution to pension will be increased or decreased to match the amount paid by rank and file officers. Based on the KPOA MOU, this would have led to a reduction in Hart's payments for pension, however, Hart has agreed to continue contributing at the higher current rate for the duration of the extension.
Other Benefits	Life Insurance, Disability, Uniforms, Cell Phone Allowance

The FY 2015/16 cost of the contract was approximately \$16,700 per month (\$200,405 per year). Under the terms of the proposed extension, the cost will be approximately \$16,892 per month in FY 2016/17 (\$202,704 per year). This increase in costs is not caused by an increase in negotiated economic terms. Rather, this change is due solely to actual increases in PERS employer normal pension costs and assumed growth in health care premiums. (We have projected a 5% increase in health care premiums effective January 1, 2017.)

**Confirmation of Further Extension of Employment Agreement Between
the Kensington Police Protection and Community Services District and Kevin E. Hart**

WHEREAS, the Kensington Police Protection and Community Services District (hereinafter "KPPCSD" or "District") and Kevin E. Hart (hereinafter "Hart") contracted to employ Hart as Interim General Manager/Chief of Police for the District under the terms of Hart's Employment Agreement until March 1, 2016, which is attached hereto as Attachment 1.

WHEREAS, the District approved a three month extension of Hart's Employment Agreement until June 1, 2016.

NOW, THEREFORE, in consideration of the mutual covenants contained here, the parties agree as follows:

The parties have agreed to an additional _____ month extension of Hart's employment, until _____, 20___. All terms of Hart's Employment Agreement, as described in Attachment 1, apply and are fully incorporated herein, remain in full force and effect until _____, 20___, including no change in his monthly compensation, benefits or other terms and conditions of Hart's employment except that the provision of section 8 (Retirement) of the original agreement that links Hart's PERS contributions to rank and file contributions shall not apply during the term of this extension.

SIGNATURES:

Kensington Police Protection and Community
Services District Board of Directors

Interim General Manager/
Chief of Police

Kevin E. Hart

Date:

Date:

Interim General Manager/Chief of Police Employment Agreement

WHEREAS, the Kensington Police Protection and Community Services District (hereinafter "KPPCSD" or "District") desires to employ the services of Kevin E. Hart (hereinafter "Hart") as Interim General Manager/Chief of Police for the District.

WHEREAS, Hart is eligible for and desires to accept employment as the Interim General Manager/Chief of Police under the terms and conditions contained in this Agreement.

WHEREAS, Hart is aware of and understands that he serves at the pleasure of the Board of Directors of the District (hereinafter "Board"), and is subject exclusively to the Board's (or its designee's) supervision, control and direction. Hart understands that the Board (or its designee) has the sole and exclusive right to direct, supervise, manage, discipline, and control Hart's job performance.

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DUTIES

- A. The District hereby agrees to employ Hart as the Interim General Manager/Chief of Police of the District to perform the functions and duties specified in the job description, attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as required by law and as the District shall from time to time assign.
- B. Hart hereby agrees to perform all such functions and duties to the best of his ability and in a competent and efficient manner. Hart further agrees to focus his full professional time, ability and attention to District business during the term of this Agreement. Consequently, Hart hereby agrees not to engage in any other business pursuits whatsoever directly or indirectly, or render any services of a business, commercial, or professional nature to any other person or organization for compensation, without the prior written consent of the District. This shall not preclude Hart volunteering his services to other entities or individuals as long as volunteer services are not in conflict with the services to be provided by Hart under this Agreement. Hart agrees that he will notify the KPPCSD Board President of any such volunteer services including the name of the organization and the time commitment.

2. TERM & TERMINATION OF AGREEMENT

- A. Nothing in this Section shall prevent, limit or otherwise interfere with the rights of either the District or Hart to terminate this Agreement or resign for any reason, or no reason at all.
- B. Nothing in this Agreement shall preclude the termination of this Agreement by mutual consent of both parties hereto.
- C. Unless terminated earlier by either the District or Hart, this Agreement shall be in full force and effect June 8, 2015 or upon Hart passing the District's full hiring process, which includes a background check and all required testing, whichever is later, and March 1, 2016. The District

Interim General Manager/Chief of Police Employment Agreement

will use its best efforts to complete all required employment checks and complete the hiring process before June 8, 2015.

- D. By mutual agreement of the parties, the term of this Agreement may be extended until June 1, 2016.
- E. This Agreement shall terminate upon the voluntary termination of either party or resignation, service or disability retirement or death of Hart.
- F. In the event that the District terminates this Agreement prior to the expiration of the initial term, Hart shall be entitled to a lump sum severance payment equal to 30 days' pro-rated salary in exchange for a full and complete release of the District, and its agents, employees, attorneys, Directors, or representatives of any kind or nature, from any and all liability or claims of any type or nature relating to Hart's employment and/or termination of same.

3. SALARY AND COMPENSATION

The monthly base salary for the position of Interim General Manager/Chief of Police for the term of this contract is \$12,083.34 payable in semi-monthly installments on the 15th and the 30th of each month. This salary rate shall be effective retroactive to August 1, 2015.

4. AT-WILL UNREPRESENTED EMPLOYEE STATUS

Hart is an at-will employee, and serves at the pleasure of the Board. This means employment is at the mutual consent of Hart and the District and either may terminate the employment at any time, for any reason, or no reason at all. Hart and District agree that no representative of the District has made or can make any promises, statements, or representations which state or imply that Hart is hired, employed, or retained under any terms other than as an at-will employee. Hart's at-will status may only be changed, revoked, amended, or superseded by a written document, signed by Hart and approved and adopted by the Board.

The position of Interim General Manager/Chief of Police is unrepresented and is not included in any of the District's represented bargaining units. It is understood that position is confidential, and will be responsible for conducting labor negotiations, discipline and other matters, as to which employee associations may be an adverse party.

5. HOURS OF WORK

Due to the nature of the employment of a person in the position of the District's Interim General Manager/Chief of Police, Hart is typically required to work at least a fully and complete work week of forth hours (40) per week, and devote whatever time is necessary to fulfill his employment responsibilities and duties as provided for in this Agreement.

6. PERFORMANCE EVALUATION

- A. The Board (or its designee) may review and evaluate Hart's performance at various points during the duration of this Agreement. The reviews and evaluations shall be conducted in a manner consistent with Board evaluation policies. At the District's sole discretion, it may add or delete criteria for evaluation the performance of Hart from time to time. The Board may provide Hart with a summary written statement of the findings and provide an adequate opportunity for Hart to discuss his evaluation with the Board.

Interim General Manager/Chief of Police Employment Agreement

- B. After the District determines its goals and objectives, the Board (or its designee) and Hart shall further define the goals and performance objectives necessary for the proper operation of KPPCSD. The Board (or its designee) and Hart shall further establish a relative priority among the various goals and objectives. The goals and objectives should be reduced to writing, and should be attainable within the time and budgetary resources provided.
- C. In effecting the provisions of this section, the District and Hart agree to abide by the provisions of applicable law.

7. HEALTH PLAN BENEFITS

Effective August 1, 2015, the District shall provide medical coverage for Hart and his spouse. The District will contribute the monthly premium cost of the PEMHCA plan of the Kaiser Bay Area rate at the "employee plus one" plan level. The District's contribution will be a combination the PEMHCA statutory minimum and a cafeteria plan benefit. Any costs above the Kaiser Bay Area rate at the employee plus one plan level shall be borne by Mr. Hart.

Hart represents that he will not activate retirement health benefits through the District.

8. RETIREMENT

CalPERS retirement benefit will include the following provisions:

- Section 21362.2: 3% @ 50 formula for local safety members. This formula provides to local safety members 3% of pay at age 50 for each year of service credited to that employer.
- Section 20042: Single Highest Year of Compensation; Safety Member, effective 1/6/93. Defines period for determining average monthly pay rate when calculating benefits as the 12 highest paid consecutive months.
- Section 21574: 1959 Survivor Benefit, fourth level.

The District will initially pay 6% of Hart's 9% employee contribution to PERS. Hart shall be responsible for a minimum contribution of 3%. If the amount contributed by rank and file officers is higher or lower, Hart's contribution shall be increased or decreased to match the amount paid by such officers.

References are to the Public Employees' Retirement Law ("PERL") in the California Government Code as administered by the Public Employees' Retirement System ("PERS"). In the event of any proposed changes in the CalPERS retirement plan this Agreement may be opened and the proposed change may be negotiated.

9. LIFE INSURANCE

The District agrees to pay the premium on a term life insurance policy for Hart, with the maximum actual cost to the District of \$500.

10. DISABILITY INSURANCE

Interim General Manager/Chief of Police Employment Agreement

The District agrees to provide PORAC Long Term Disability Plan (Option2-Multi level Benefit with a 60 day elimination period) and shall fund the entire premium. This provision of disability premiums is not a vested right.

11. DEFERRED COMPENSATION

The District established a Deferred Compensation Plan to be made available to all eligible District employees, pursuant to federal legislation permitting such plans. Hart can elect to make contributions from Hart's salary and invest portions of his income to meet his future financial requirements and supplement his District retirement, at no cost to the District.

12. CREDIT UNION

Membership in the Contra Costa County Employees Federal Credit Union is available with optional payroll deduction at no cost to the District.

13. SICK LEAVE

The District shall advance eighty (80) sick-leave hours upon hire, and thereafter Hart shall accrue sick leave at a rate of 10 hours per month, including any extension agreed to by the parties.

The District agrees to maintain a contract with PERS to provide credit for unused sick leave, in lieu of sick leave payment upon termination or retirement. Hart agrees to waive any claim to compensation for unused sick leave during the term that the PERS contract is in effect.

Hart may utilize up to forty (40) hours of sick leave per year for illness or injury to care for members of his family members pursuant to California's Kin Care Law. Additional family sick leave may be granted at the discretion of the Board.

14. VACATION LEAVE

The District shall advance forty (40) vacation hours to Hart upon hire. Thereafter, Hart shall accrue vacation leave at the rate of ten (10) hours per month for the term of this Agreement, including any extension agreed to by the parties. Nothing in this paragraph should be construed to alter Hart's at-will employment.

The maximum balance of unused vacation leave that Hart may accrue at any time is 150 hours. Once Hart has accrued 150 hours of vacation leave, no further vacation leave is earned until the balance accrued is reduced below 150 hours through use of vacation leave.

15. HOLIDAYS

Hart shall be entitled to fourteen (14) paid holidays consisting of one floating holiday and the thirteen (13) paid court holidays as follows:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day
- Columbus Day

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- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

The District encourages Hart to use his floating holiday each calendar year, as the maximum number of floating holidays that Hart can accrue is one day.

16. PROFESSIONAL DEVELOPMENT

- A. Hart is allowed up to thirty (30) hours of administrative leave per this Agreement. If this Agreement is extended per mutual agreement of the parties, Hart will be allowed an additional ten (10) hours of administrative leave. The District encourages Hart to use his administrative leave for professional development, as administrative leave is not subject to any cash-out provisions.
- B. The District agrees to budget for and to pay for reasonable travel and subsistence expenses of Hart for professional and official travel, meetings, and occasions adequate to continue the professional development of Hart in the position of Interim General Manager/Chief of Police, and to adequately pursue necessary official functions for the District, including but not limited to, California Special Districts Association events, and such other national, regional, state, and local governmental groups and committees thereof which Hart serves as a member subject to the District budget as approved by the District.
- C. The District also agrees to budget for and to pay for reasonable travel and subsistence expenses of Hart for short course, institutes, and seminars that are necessary for Hart's professional development and for the good of the District.

17. AUTOMOBILE

Because the Interim General Manager/Chief of Police's duties require travel in the course of District business, the District agrees to provide Hart with a District vehicle (of the District's choosing) and will provide maintenance of the vehicle for use for District business. The District also agrees to provide fuel for the District vehicle for business use. Hart shall not use the District vehicle for personal use unless it is to and from work, to stop in transit between authorized destinations, or in the event of a personal emergency.

18. CELL PHONE/PDA

Hart is required to carry a cell phone or PDA at all times, to be provided by the District for District business.

19. UNIFORM ALLOWANCE & SAFETY EQUIPMENT REIMBURSEMENT

The District shall pay for the reasonable costs of two complete uniforms and related gear and safety equipment.

The District will also pay for replacing or repairing damaged uniforms that are damaged in the line of duty.

20. PROFESSIONAL & CIVIC ORGANIZATION MEMBERSHIP

The District recognizes the desirability of representation in and before local professional, civic and other organizations, and Hart is authorized to become a member of such clubs or

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organizations. During the term of this Agreement, the District, at its sole discretion, may elect to pay some or all of Hart's reasonable civic club membership expenses.

21. GENERAL EXPENSES

The District recognizes that certain expenses of a non-personal job-affiliated nature are incurred by the Interim General Manager/Chief of Police and hereby agrees to reimburse Hart or to pay said reasonable expenses, up to an amount not to exceed the amount provided for such purposes in the District budget.

22. INTEGRATION

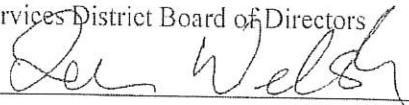
This Agreement and its attachments constitute the entire agreement between the parties.

23. SCOPE AND SEVERABILITY

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

SIGNATURES:

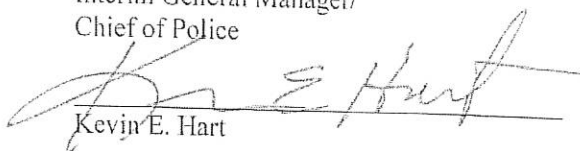
Kensington Police Protection and Community
Services District Board of Directors



Date:

8/14/2015

Interim General Manager/
Chief of Police



Kevin E. Hart

Date:

8/14/15