

SPECIAL/REGULAR MEETING A G E N D A JUNE 1, 2015

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Monday, June 1, 2015, at 6:00 P.M., at the Unitarian Church of Berkeley, 1 Lawson Road**, Kensington, California. Following the Closed Session, the Regular Meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held at 7:30 P.M.

Roll Call
Public Comments
Board Member/ Staff Comments

SPECIAL MEETING; CLOSED SESSION 6:00 P.M.

1. Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Designated Representatives: Jonathan Holtzman/Randy Riddle, Renne Sloan Holtzman Sakai LLP

Unrepresentative Employee: General Manager/ Chief of Police

The Board will consider any final issues related to the hiring the new General Manager/ Chief of Police.

2. Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Designated Representatives: Jonathan Holtzman, Renne Sloan Holtzman Sakai LLP

Employee Organization: Kensington Police Officers Association (KPOA)

The Board will continue discussions with counsel on the terms of the proposed KPPCSD/KPOA Memorandum of Understanding (MOU).

3. Report to Public of Final Decisions Made During Closed Session

REGULAR MEETING; OPEN SESSION

Roll Call
Public Comments
Board Member/ Staff Comments

APPROVAL OF THE CONSENT CALENDAR

- a. Correspondence for May 2015, Page 3
- b. Recreation Report May 2015, Page 5

DISTRICT OLD BUSINESS

1. Consider approval of a contract of hire with proposed Interim General Manager/Chief of Police Kevin Hart that will provide for a nine month term (subject to a three-month extension if agreed by the parties) starting on or about June 8, 2015, an initial base salary of \$12,500 per month, and other specified employment terms. Board Action.
2. The Board will receive an update on the formation of a committee to research and report back to the Board on possible alternatives to the current General Manager/ Chief of Police position and other issues related to District structure and mission statement. This item was continued over from the May 14th meeting. Board Action.

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 AUXILARY AID OR SERVICE AT LEAST 2 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

General Manager/ Chief of Police Kevin Hart, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707

POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org
Complete agenda packets are available at the Public Safety Building and the Library.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Services District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the **District offices, 217 Arlington Ave, Kensington, CA 94707** at the same time that those records are distributed or made available to a majority of the Board.

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED

YES

NO

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

FORWARDED TO:

Date: Friday, May 29, 2015

Subject: Consent Calendar Item A- May Correspondence

The District Correspondence received during the month of May by the KPPCSD Board of Directors and District Staff.

Item #1- E-Mail sent to Lynn Wolter and KPPCSD Board President Welsh by Haig Harris, submitted by Board President Welsh.

Item #2- E-Mail to the Board sent by Anna Shane, submitted by Director Toombs.

Greg Harman

From: Len Welsh <lenwelsh@gmail.com>
Sent: Friday, May 29, 2015 2:25 PM
To: Greg Harman
Subject: Fwd: Erroneously Reported Minutes-KPPCSD Board Meeting Minutes 3/12/15

----- Forwarded message -----

From: Haig Harris <HHarris@smhlaw.net>
Date: Wed, May 13, 2015 at 3:58 PM
Subject: Erroneously Reported Minutes-KPPCSD Board Meeting Minutes 3/12/15
To: "lwolter@kensingtoncalifornia.org" <lwolter@kensingtoncalifornia.org>
Cc: "lenwelsh@gmail.com" <lenwelsh@gmail.com>

Dear Ms. Wolter:

As you are aware, I represent Cathie Kosel; I have received and reviewed the Board's Revised Agenda packet for the upcoming meeting 14 May, 2015. As a part thereof, I also reviewed the proposed Board meeting minutes from 12 March, 2015, a meeting I personally attended and at which I spoke on the record. The meeting, normally recorded by audio, was as I understand it, not so recorded due to a technical failure.

I am however very clear as to my comments that evening when I addressed the Board in open session, during "public comment," and the minutes in the said Revised Agenda profoundly misstate my comment: The statement "**He said she had had her name removed initially because she had changed her mind...**" is patently untrue.

I said words to the effect that Cathie Kosel never authorized her name be included as a Petitioner; that when to her surprise she discovered that her name was listed as a Petitioner, she demanded/instructed that her name be removed. She was not and did not wish to be a Petitioner in the litigation.

And in fact her name was removed from the first Amended Petition before it was served and answered.

I ask that the minutes as proposed be so amended on the record in open session at the said upcoming Board meeting 14 May, 2015.

You have already received such information and request directly from Ms. Kosel by e-mail to you dated 11 May 2015 at 9:58 p.m.

Thank you,

Haig A. Harris, Jr.
Scampini, Mortara & Harris
220 Montgomery Street, Suite 800
San Francisco, CA 94104

Ph: 1 (415) 421-8556

Fax: 1 (415) 296-9322

E-mail: hharris@smhlaw.net

Notice to Recipient: This e-mail is meant for only the intended recipient of the transmission, and may be a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of this e-mail is strictly prohibited. Please notify us immediately of the error by return e-mail and please delete this message and any and all duplicates of this message from your system. Thank you in advance for your cooperation.

Greg Harman

From: Charles Toombs <cet@mcinerney-dillon.com>
Sent: Saturday, May 23, 2015 2:47 PM
To: Greg Harman; Len Welsh GMail
Subject: Fwd: Please include in the notes

Please pass my thanks along to him as well. Great community policing...

Sent from my iPhone

Begin forwarded message:

From: "ashane@jps.net" <ashane@jps.net>
Date: May 23, 2015 at 2:43:18 PM PDT
To: Len Welsh <lwelsh@kensingtoncalifornia.org>, Pat Gillette <pkgillette@gmail.com>, Chuck Toombs Contact <cet@mcinerney-dillon.com>, "vanessacordova@yahoo.com" <vanessacordova@yahoo.com>, Rachelle Sherris Watt <rsherriswatt@kensingtoncalifornia.org>
Subject: Please include in the notes

Dear Board,

I want to express my appreciation to Officer Ramos, who answered a call that my front door was open and my dogs out. He got Jack and Bridgett back inside, and he checked to make sure I wasn't dead anywhere, and then he called me to make sure he'd rounded up all my dogs, that I didn't have more than two, and then he locked it up for me. It was sweet and I really appreciate it. Thank you Manny Ramos!

annie shane

Prepared by Marty Westby, Administrator

KCC Summer Day Camp:

KCC Summer Camp on-line registration is in full gear. Week 1 and Week 2 are full, with 65 campers enrolled per week. As families finalize their summer plans, enrollment continues. As of date, there are 467 campers enrolled, up 50 campers from last year; camp enrollment is at 65% full. Camp ends Friday, August 21st. A full list of weekly camp activities and registration can be found on the website, www.kensingtoncommunitycouncil.org.

KCC Classes and Events:

Acrylic Artist takes a break for the summer months and return to paint on Wednesday, September 2nd. This is self-directed group of artists, easels and tables are provided. Artist interested in joining this group can contact KCC.

Jazzercise and Body Sculpting continue through the summer months. Drop-ins are welcome. Time and date information is listed in the monthly *Outlook*.

KASEP:

Spring KASEP classes ended Friday, May 29th. **FALL KASEP registration is scheduled for Tuesday, Sept. 8th at 7:30pm.** FALL KASEP classes start Monday September 21st and end Friday December 18th. Brochures go home in children's backpacks the week of August 31st.

Online viewing of classes, class description, cost and schedule will be available for viewing on August 24th on the KCC website, kensingtoncommunitycouncil.org.

KCC

KCC Family Movie Night is scheduled for Saturday, September 12th. This is an outdoor event where people bring their blankets, picnic and kids to enjoy a community free event.

Discussion: K-group members - who are its members?

DISTRICT OLD BUSINESS

Consider approval of a contract of hire with proposed Interim General Manager/Chief of Police Kevin Hart that will provide for a nine (9) month term starting June 8th, 2015, an initial base salary of \$12,500 per month, and other specified employment terms.

Board Action.

Interim General Manager/Chief of Police Employment Agreement
(Draft as of May 29, 2015)
DRAFT

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

**Interim General Manager/Chief of Police Employment Agreement
(Draft as of May 29, 2015)**

background check and all required testing, whichever is later, and March 1, 2016. The District 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 \$12,500 payable in semi-monthly installments on the 15th and the 30th of each month.

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 forty 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

**Interim General Manager/Chief of Police Employment Agreement
(Draft as of May 29, 2015)**

with a summary written statement of the findings and provide an adequate opportunity for Hart to discuss his evaluation with the Board.

- 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

Hart has health insurance and therefore voluntarily waives access to and eligibility for active and retiree health care benefits provided by 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
(Draft as of May 29, 2015)**

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

**Interim General Manager/Chief of Police Employment Agreement
(Draft as of May 29, 2015)**

- 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

**Interim General Manager/Chief of Police Employment Agreement
(Draft as of May 29, 2015)**

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 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

Interim General Manager/
Chief of Police

Kevin E. Hart

Date:

Date:

