

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

AGENDA

A Regular Meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held Thursday, January 13, 2011, at 7:00 P.M., at the Community Center, 59 Arlington Avenue, Kensington, California.

Note: All proceedings of this meeting will be tape recorded.

Roll Call
Public Comments
Board Member/ Staff Comments

APPROVAL OF CONSENT CALENDAR

- a) Minutes of the Regular Meeting December 9, 2010, Page 3
- b) Profit & Loss Budget Performance for December 2010, Page 16
- c) Variance Report December 2010, Page 21
- d) Board Member Reports-None
- e) Correspondence- None
- f) Police Department Update, Page 22
- g) Monthly Calendar- Not available at this time: Copies available at the meeting
- h) Recreation Report – Not available at this time: Copies available at the meeting
- i) General Manager Update, Page 32

DISTRICT – OLD BUSINESS

1. Board President Chuck Toombs will ask for Board Member requests for assignments for Calendar Year 2011. Board Action.

DISTRICT - NEW BUSINESS

1. Police Chief Greg Harman will update the Board on the steps that have been taken to date in addressing concerns of traffic issues raised by residents on Franciscan Way. Possible Board Action. Page 35
2. Kensington resident Bryce Nesbitt will give a presentation the board on the Kensington pathway system and history, leading into:
 - a. Request to the board support the ongoing KIC based effort to maintain the existing paths in Kensington using volunteer labor.
 - b. Request to the board support the current KIC based effort to place street signs marking the pathways, and to nominate new permanent names for the paths in the County GIS and emergency systems.
 - c. Discuss if the board can reasonably ask the County to formally accept responsibility for the pathways, under the liability protection offered by California Government Code Section 831.4.
 - d. Request to the board endorse the reopening of the path segment from Arlington Ave to Amherst Avenue, subject to an appropriate and safe design, to be reviewed by KPPCSD, KMAC and perhaps Diablo Fire Safe Council. Possible Board Action. Page 38
3. President Chuck Toombs will request the Board vote on their selection for election of one of three candidates that have provided their qualifications to the fill vacant seat on the LAFCO Board of Directors. Board Action. Page 61
4. President Chuck Toombs will present KPPCSD Resolution 2011-01, supporting the West Contra Costa Unified School District's application to the State Board of Education for a waiver of the statutory bonding capacity limit. Board Action. Page 81
5. General Manager Greg Harman will request that the Board formally open negotiations with the Kensington Community Council (KCC) for recreational and educational program services as per the agreement dated 05-29-07 and per the agreement dated 09-30-98. Board Action. Page 83
6. General Manager Greg Harman will request that the Board accept the Request For Proposals (RFP) document drafted by members of the Building Committee and our attorney's at Hanson/ Bridgett, and begin the process of submitting the RFP to firms that have been identified by the Park Buildings Committee. Board Action, Page 93

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 Steven Y. Smith, 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.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Meeting Minutes for 12/09/2010

AGENDA

DRAFT

A Regular meeting of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday December 9, 2010, at the Community Center, 59 Arlington Avenue, Kensington, California.

The board entered into Open Session at 7:00 PM.

ATTENDEES

Elected Members	Guests/Presenters:	
Charles Toombs, President	John Stein	Steven Chang - CPA
Linda Lipscomb, Director	Bill Wright	Kathryn Dee
Tony Lloyd, Director	Patricia M. McLaughlin	Maria Adriaans
Mari Metcalf, Director	Joan Gallegos	Nicki Kaiser
Cathie Kosel, Director	Joel Koosed	Patrick McGuire
	Eileen Caruthers	Georg Krammer
	Bruce Nesbitt	
	Dave Hampton	
	Paul Dorroh	
Staff Members	Vida Dorroh	
Gregory E. Harman, General Manager/ Chief of Police	Gretchen Gillfillan	
Sergeant Rickey Hull	Nancy Toombs	
Detective Keith Barrows	Anthony Knight	
Officer Eric Stegman	Dan Malachi	
Officer Juan Ramos	Mary Olivella	
Officer Kevin Hui	Lillian Fujimoto	
Steven Smith, District Secretary		

ANNOUNCEMENTS:

President Toombs gave thanks to the three members stepping down from office John Stein (Vice President), Patricia McLaughlin (Director) and Bill Wright (Director).

Chief Harman swore-in the three new members of the Board Linda Lipscomb, Tony Lloyd, and Mari Metcalf.

President Toombs congratulated the three new board members.

At 7:10 P.M. roll call was taken with all five board members present.

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PUBLIC COMMENTS:

Kathryn Dee:

- 1) Asked that a copy of the Board bylaws and founding documents for Kensington be placed in the Kensington Library.
- 2) Commented on accusations of misleading information on a resume from a newly elected Board member.

Maria Adriaans:

- 1) Thanked the departing directors of the board for their efforts and fine work.
- 2) Commented on the continued issue of speeding and the District's efforts to manage the ongoing traffic problem. She further stated that traffic enforcement should be the District's number 1 priority and asked if the District had considered speed barriers and increased enforcement.
- 3) Commented that she was disturbed by the biased editorial opinions of the "Outlook" and felt that they were biased.

BOARD COMMENTS:

Board President Toombs responded that public comments towards the paper have gone from one extreme to another and reminded the audience that the paper is not run or published by the District and is free to publish what they want. Questions or comments about editorial content should be directed to the editor, Joel Koosed.

Director Kosel thanked Mr. Koosed as he will provide her the opportunity to address the "Outlooks" editorial position in the January issue.

PUBLIC COMMENTS (continued):

Chief Harman spoke on behalf of George H. Smith, who requested that his email be read at the Board meeting. The request was discussed by the Board as to the appropriateness of reading his statement as he is a candidate for the CCSDA. It was felt that reading a public comment was appropriate. It was recommended that Chief Harman scan the email and forward same to Board members.

Joan Gallegos:

- 1) Discussed what would be in the packets for the January Contra Costa Special District Agency election.

Vida Dorroh:

- 1) Offered her thanks to Officer Wilson for the email information he had sent her and apologized for the manner in which some citizens had previously addressed him.

BOARD COMMENTS:

Director Kosel commented that Franciscan Way is the primary speeding location in the District and was concerned about methods to curb the speeding. She thanked Chief Harman on his work towards slowing traffic on the Arlington curve.

Mari Metcalf had no comments.

President Toombs thanked the concerned citizens that brought their comments forward to the Board meeting.

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Director Lloyd complimented the District on their continued efforts in traffic control and traffic management. He also thanked Vida Dorroh for her positive comments. He continued with his observation that the District's primary concern is public safety.

Director Lipscomb thanked all the Kensington citizens for their efforts in taking part in the recent election and is looking forward to working with the members of the Board. She thanked Maria Adriaans for her comments on traffic. She stated that the change in speed limits from 15 MPH to 25 MPH and back to 15 MPH is hard to comply with while driving.

STAFF COMMENTS:

General Manager / Chief of Police Gregory Harman introduced the District's new secretary, Steve Smith and reviewed the 3-month process of finding a replacement, which included over 24 interviews, several job postings in local media and the assistance of two employment/search firms.

At the request of Chief Harman, Steve Smith introduced himself and gave a short description of his education and work history.

BOARD COMMENTS:

President Toombs commented about a previous request for information on the cost of complying with the Public Records Act. He stated that the cost was \$1,431 as it required a review by District's legal counsel, which charged the District a reduced rate of \$270/hour for 5.3 hours. The District had an obligation to insure that it was in compliance with the Act; consequently it had to be reviewed.

STAFF COMMENTS (continued):

Chief Harman further commented on a previous Board request concerning how revenues from parking tickets and moving violations are split between the County and the District. Chief Harman first reported that if a violator receives a \$460 moving violation that \$100 goes to the local jurisdiction and \$360 to the State. The \$100 portion is split with the County and the District only receives \$14 (14%).

On parking tickets, of the 28 tickets written in November, only 16 have been paid to date. The \$360 received by the County is split with the District only receiving \$69.68 or 19.4% of the total. If an officer is required to attend a court session for a moving violation, the District has to provide the officer with 4 hours of pay at an overtime rate of 1.5X normal pay. Writing tickets is not meant as a way to increase District revenues, but solely as a means to provide safer traffic conditions and increased public safety.

Chief Harman ended his comments with a request for the Board members to be available for Board training on "How to be an Effective Board," on either January 6, 2011 (Sacramento) or February 3, 2011 (Monterey). He also requested that the Board review their personal calendars and give him 2 or 3 dates where they could work on reviewing the budget process and Board procedures. This meeting would be open to the public under the requirements of the Brown Act.

CONSENT CALENDAR:

Director Kosel moved for acceptance of the Consent Calendar, seconded by Director Lloyd.

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MOTION: The Board moves to adopt the Consent Calendar as presented

AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf

NOES: 0

ABSENT: 0

OLD BUSINESS:

Steven Chang of Lamorena & Chang presented the Fiscal Year 2008/2009 Kensington Police Protection & Community Services District Financial Audit. Financial highlights were that total net assets for the year ending June 30, 2009 decreased by 2.23% to \$5,881,196. Unrestricted net assets were \$1,895,241 with the District's liabilities at year end only \$97,501. The District's balance sheet is "clean" and the profit and loss statement indicates that total revenues of \$2,146,512 were received versus total expenses of \$2,209,528, which represented a net loss of (\$63,016).

Under expenditures salaries, pension and other benefits represent over 50% of budgeted expenses, which is not uncommon for any public agency and is a key issue for every public entity.

The only area of concern was the finding that in the fiscal year 2008/2009 that there were several incidences of paper records (for overtime) not reconciling with actual payments made. One reason the financial statement was delayed was the necessity to go through all of the payroll records and to insure that they could be reconciled to overtime paid.

BOARD COMMENT:

Director Kosel asked if the District had corrected the payroll process. Chief Harman stated that he now reviews all time sheets and payroll records prior to submission for payment. Of the \$39,000 paid in overtime during the year 2008 - 2009, only \$3,341 (89.83 hours) constituted an "over payment." Officers impacted by the over payment have either paid the money back or worked additional hours to cover the discrepancy. At this time only 20 minutes of "un-reimbursed" overtime remains unpaid.

MOTION: The Board moves to accept the audit of the fiscal year-end statement for 2008/2009 as presented

AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf

NOES: 0

ABSENT: 0

DISTRICT - NEW BUSINESS:

President Toombs announced that nominations for Board positions were now open for the year 2011.

Director Kosel nominated Director Toombs for President, seconded by Director Lipscomb.

MOTION: Director Kosel moved to close the nominations

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AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf NOES: 0 ABSENT: 0

Director Lloyd nominated Director Lipscomb for Vice President.
Director Metcalf nominated Director Kosel for Vice President.

MOTION: Director Kosel moved to close the nominations

AYES: Toombs, Kosel, Lipscomb, Lloyd, Metcalf NOES: 0 ABSENT: 0

By a Board vote of 3 to 2 Director Lipscomb was elected Vice President.

President Toombs recommended that Directors be named to the following committees:

Emergency Preparedness: President Toombs and Director Lipscomb
Finance: Director Kosel and Director Metcalf
Solid Waste: Director Kosel and Director Lloyd

At 7:50 P.M. a break was called.

At 8:00 P.M. President Toombs called the meeting back to order.

NEW BUSINESS (CONTINUED):

Georg Krammer of Koff & Associates presented to the Board and the public the Kensington Police Officers' Salary Survey Report.

Mr. Krammer stated that Koff & Associates was given the task to prepare a "Total Compensation Study" for the District and Kensington POA to determine the relationship of the District's salary and benefit structure to peer group districts in the immediate Bay Area counties. The report's major components consisted of 3 elements: 1) the similarity of population served, district staffing needs, and operational budgets; 2) the local labor market and geographical location; and, 3) the services provided by the district and local authorities.

A primary concern was to insure that the committee of 2 members of the Kensington POA and 2 Board members had the opportunity to identify and compare similar communities.

Thirteen agencies were surveyed: Kensington (KPSCD), Broadmoor Police and Protection District, City of Albany, City of Belmont, City of Benicia, City of Brisbane, City of El Cerrito, City of Hercules, City of Milbrae, City of Piedmont, Town of Fairfax, Town of San Anselmo, Twin Cities Police Authority. The following information was collected from each agency: monthly base salary, employee retirement (PERS and Social Security), Insurance, leave (vacation, holidays, administrative or personal leave), and deferred compensation.

The data collected covered 2 positions: sergeant and officer. For the officer position it was determined that Kensington police officers are paid -5.7% below the average salary of the other 12 agencies' officers, with total compensation being -1.3% below average. Kensington ranks 10 of 13 in salary compared to the total number of agencies and 9 of 13 when compared to the total average compensation package of all districts studied.

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230 automobile collisions in Kensington. Of these accidents, 60% were caused by drivers making improper turns and 13% due to speeding. The survey also pointed out that 45% of the accidents happened on Arlington Avenue with an additional 18% taking place on Arlington and a secondary street.

The District averages 46 automobile accidents a year. In 2009 there were 49 collisions and during the current calendar year, there have only been 34 collisions to date, which represents a 41% decrease.

While there are citizen concerns and complaints over the receipt of traffic tickets, they are the primary tool in helping the District reduce speeding on our streets. As the District continues to move towards a zero tolerance for speeding, there will be a continued reduction in the number and severity of automobile collisions. With the board's previous approval, the District has increased its staffing with Officer Ramos now taking on the primary responsibility as Traffic Officer.

There are 4 main areas of traffic concerns in the District:

Forty-six Arlington has had 3 recent collisions on the real property.

Colusa Circle has issues concerning the pedestrian crosswalk. In addition, the entire circle median was painted yellow and consequently, traffic conditions were not visible in both directions. A portion of the median (at the District's request) has been re-painted red, which keeps delivery trucks from blocking sight lines.

The North gate entrance to the Kensington School at Arlmont Road is a problem and Chief Harman recently attended a meeting with Jerry Fahy (Public Works Department CCC) and the school's principal. Red "No Parking" zones have been established and the traffic flow has been restricted during school commute times.

On Franciscan Way, the District asked the County to change signage to assist in the reduction of speeding. There are now speed limits of 15 MPH that used to be 25 MPH. But only speed signs with white/black lettering have the actual speed limits and yellow signs are only of an advisory nature. Even with the signs stating 15 MPH, 25 MPH is the actual speed limit.

Chief Harman will also be meeting with the neighbors where Norwood intersects Arlington Court. Currently there is only 1 stop sign.

The KPPCSD is responsible for police services, parks and recreation, and solid waste management and recycling. The County and the Public Works Department control all roadways and traffic measures as it falls under County jurisdiction. The County does surveys to see if changing conditions are sufficient enough to make changes. The Public works Department creates a traffic warrant that outlines the County's position on a particular traffic issue. The District can only recommend that a change be made. If the County does a traffic warrant and it recommends that no controls be in place or that no changes be made, if the District requests a change and the County complies, the liability at that location for any future accidents transfers from the County to the District.

As previously stated, traffic enforcement is the District's main priority and the only way to improve traffic safety. Moving forward we need to continue to educate the community that there is a zero tolerance towards traffic violations. We have to continue to ask for the support of the judicial community, the traffic commissioner, and the KPOA to support our efforts.

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The sergeant position is paid -10.7% below the average salary of the other agencies, with total compensation being -5.6% below average. Kensington ranks 12 of 13 in salary when compared to the total number of agencies and 9 of 13 when compared to the total average compensation package of all agencies studied.

BOARD COMMENTS:

Director Kosel asked what the "normal" retirement determination for a CALPERS covered employee was (3.0% a year until age 50 or 3.0% a year until age 55). Mr. Krammer stated that of the agencies surveyed 3 now have a 3.0% at age 55 retirement structure. In the long-term, the current retirement structure is not sustainable and that every major State agency is searching for ways to pay retirement costs and stay in business. The market has "fundamentally changed" and is different from the past and is a very important political issue.

President Toombs reminded the meeting that in this public forum, that these issues could not be addressed at this time and that there was a time and place to discuss it and put it into perspective.

Director Lloyd replied that as he is involved in collective bargaining that the public should have the opportunity to view the study to insure that the public's interest was maintained and that the methodology of the report was excellent.

Director Lipscomb asked if there was any way to calculate what the district's obligation would look like in 20 years if the number of officers in the system increased to 15 or 20 officers and live beyond a normal age of 85.

Mr. Krammer responded that there is probably a way to look at this situation and that an actuarial would be in the best position to respond to the question.

PUBLIC COMMENTS: NONE

NEW BUSINESS (continued):

The Board reached the point to discuss item 4 in the agenda. Prior to the discussion, President Toombs asked Chief Harman about the planned use of a motor unit to insure that it was not the ultimate solution and that the District would continue to look at all potential means of enforcement including physical barriers and rumble strips.

Director Kosel asked if the particular item on the agenda was a "Brown Act" item and if the act required that the information be included 3 days in advance of the meeting.

President Toombs stated that he would like to have seen more information with additional detail in the Board package.

General Manager / Chief of Police Gregory Harman gave a summary of the many reasons for the Board to support the approval of using a motor unit (motorcycle) to increase the effectiveness of the District's traffic enforcement.

He stated that the primary goal of the District is to insure traffic and public safety on our streets. A survey completed by the University of California for the District (at no cost) showed that from 2004 - 2008 there were

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When Officer Ramos is on patrol, his police vehicle is quite visible and it makes it difficult to use the vehicle for traffic control. The City of Lafayette recently moved 2 officers from marked police vehicles to motor units. Lafayette has similar traffic condition as our District with narrow streets, curving traffic lanes, greenery and foliage. In addition, private landscaping makes proactive traffic enforcement difficult as either the vehicle is visible or officers' safety is compromised.

Lafayette has 15 areas of concern. Kensington has 4 areas of concern. Sixteen of the twenty districts in CCC use motor units. The City of Oakley reported that in 2008, traffic accidents were down 24% from the previous year due to the use of motor units. Danville reported that in 2001, the accident rate was down 25% to 30% from the prior year due to the use of motor units.

In our District from 2009 to 2010, the collision rate has dropped 31%, which can be attributed to the increased enforcement of traffic safety laws. Unfortunately, the citizens have a different perspective versus reality. When an officer stops a traffic violator, they often hear: "Why'd you stop me?", "Go catch a thief." "I'm not a criminal," or "Go solve a crime."

The public needs to be aware that specially trained officers (detectives, school resource officers and traffic officers) are used to specifically address the needs of the community. As public safety is of the highest importance, our traffic officer and motor unit would be used to proactively promote traffic safety.

From the County survey information, Chief Harman commented that other police districts find that motor units are seen as community friendly. Families feel that police in large vehicles are unapproachable and that officers in a patrol car are not accessible. Officers on a motor unit are approached more often and even have their pictures taken with families.

In support of the Board approving the use of the motor unit, Chief Harman discussed the increased efficiency of the motor unit. A Crown Victoria squad car holds 19 gallons of gas with an average (in city) mileage of 8 MPG. The vehicle at an estimated cost of \$3/gallon of gas requires 1 tank of gas a week (\$57), which equates to a cost of \$228 per month. A motor unit has a 7 gallon gas tank, gets 45 to 50 MPG and would have a fuel cost of \$21 a week or \$84 a month. Not only is the motor unit more gas efficient, it also is more environmentally friendly causing less pollutants to enter the air.

As traffic officers using motor units undergo substantial training, several CC cities have reported far fewer accidents involving police vehicles. Officer Ramos will undergo an 80-hour certification course and will also be required to have quarterly training classes. The unit will not be used in inclement weather or during evening hours.

The principal expense when purchasing a new unit is the cost of the motor unit itself and the cost of the equipment necessary to support traffic enforcement. The Lafayette Police uses Honda motorcycles, with a vehicle cost of \$13,261. Equipment for the motor unit adds an additional \$7,500 and equipment for the traffic officer adds \$2,500. The completed traffic unit has a cost of \$23,261, with a yearly operational cost of \$2,900.

A comparably equipped Harley Davidson Electric Glide (new) would cost approximately \$30,000. The Pleasant Hill Police Department has donated a 2001 Harley Davidson to the District (at no cost). I ask that the Board consider the use of the motor unit as one of our tools in providing a higher level of traffic enforcement and safety.

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BOARD COMMENTS:

Director Kosel "intuitively" doesn't like the idea of a motor unit. I want to insure that the District uses all other available resources: barriers, roundabouts, rumble strips, and traffic unit visibility as a deterrent. I am also concerned about the noise issue and the District's liability if an officer is injured. A request to Chief Harman followed to answer the question of, "Why did Pleasant Hill Police Department make this a gift?"

Chief Harman stated that during a meeting of County Police Chiefs that he had mentioned that the District was interested in considering the purchase of a motor unit. Through County connections he found that Pleasant Hill had a unit for sale. Officer Ramos was asked to contact the Pleasant Hill Police Department as to the cost and their Chief gave it to the district.

Further comments about safety issues were that the unit would never be used at night or during inclement weather. The unit would only be activated when there was an additional officer and vehicle on the streets. The motor unit would allow the District to expand police services into areas and on to streets that are issues where full-sized vehicles cannot patrol.

President Toombs concurred with Director Kosel's comments. He felt that a problem for the District was that the original developers of "Kensington" made the streets 20 feet wide instead of the normal 25 feet as they wanted to develop as many lots as possible. President Toombs wanted to insure that Chief Harman would continue to look into speed bumps, physical changes to streets and make a continued effort in other areas of enforcement to develop a comprehensive strategy.

Chief Harman answered that the motor unit was only one of the tools to be used and the use of other roadway changes, traffic signage, and other tools such as barriers are all determined by the County. Any improvements undertaken by the District are done with the key that traffic enforcement is the number 1 priority. The KPPCSD will continue to work the development of a zero tolerance for traffic offenders.

President Toombs asked if the use of the motor unit would facilitate the elimination of one of the older patrol cars that does not meet current specifications and that he would also like to see the use of additional solar powered speed signs.

Director Lloyd stated that he appreciated the efforts on the Chief's part and recognized the District is making incremental changes to manage the traffic issues. He agreed that the parking at Hilltop School is a problem that needs continued enforcement.

Director Lloyd asked if there was a way to document the dollar savings between the use of a full-sized squad car and a motor unit. He asked that from an operational standpoint was there a way to determine the hourly savings from using the motor unit as opposed to the squad car. He wants to insure that there is a way to measure the improvements in traffic safety with the use of the motor unit and wants to insure that there is an established operational objective for using the motor unit. He is not opposed to a trial run.

Chief Harman stated that this was a unique opportunity to have a trial with only the cost being Officer Ramos' 2- week training (which will be reimbursed) and the loss of his time on patrol while in training.

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Director Lipscomb voiced her concern over the noise level of the motor unit. She spoke of a recent personal conversation with a wife of a Piedmont Motorcycle Officer. The comments included that the Piedmont officer was always the first to arrive at the scene of any accident and he was able to traverse the narrow streets without any problems. The Piedmont motorcycle officer also wrote the most traffic tickets in Piedmont.

Director Lipscomb agreed that this was a unique opportunity and that if the District finds that Kensington is, "not a motorcycle town," we can decide to eliminate the unit. She stated that Berkeley has a perception problem with motorcycle officers and she does not want to see that develop in Kensington.

PUBLIC COMMENTS:

John (LAST NAME?) asked if the motor unit was a "boy toy." He stated that excess noise would be a problem and was not convinced that the motor unit would not be a better choice based on the width of Kensington streets and the motor unit's ability to turn in the streets.

He asked if the unit does not work out, "Do we have to give it back or sell it."

Chief Harman stated that his agreement with the Pleasant Hill Police Chief was that both parties were aware that the motor unit was a donation to start our program. If the Board does not move forward on the purchase, he will sell the unit and return the proceeds back to Pleasant Hill, less the amount of money invested. He has spent \$200 for maintenance to insure that the unit is safe as he would not put Officer Ramos on a unit that had not been checked out.

If 6 months down the road it is decided to not continue the program, he would have to check with Pleasant Hill to see, but he anticipated that they would ask Kensington to sell the unit and turn over any proceeds back to them.

Maria Adriaans asked about the "four areas of traffic concern" and whether or not Franciscan Way was 1 of those areas.

Chief Harman responded that the four areas of concern are Colusa Circle, Franciscan Way, 46 Arlington, and the North gate of Kensington School. The Chief is working with Jerry Fahy (Public Works) on parking and traffic enforcement concerns on Kensington's 82 streets. He stated that there is probably a resident on each street that may have a concern with a traffic problem.

Maria Adriaans stated that she had a complaint about the way in which e-mail correspondence was not answered.

Chief Harman replied that he could not control or force Jerry Fahy to answer emails or communicate with her. He stated that the best way to contact him was via e-mail and that he kept a file of every e-mail she sent with a copy of his response.

In regards to traffic enforcement problems on Franciscan Way, one issue is that the District's radar sign is broken and he does not want to fix it. The sign has to be plugged in to a running (motor) police vehicle, locked-up and left unattended. It is too tempting and his concern is that a kid will break a window and drive off with the police vehicle.

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President Toombs commented that Ms. Adriaans only wanted assurance that the District will continue to make traffic safety on her street a priority. It is the District's intent to make all neighborhood's safe.

Ms. Adriaans stated that she was not opposed to a motor unit.

Nicki Kaiser commented that the use of a motor unit would be an upgrade. She further stated that the idea of having a zero tolerance for traffic enforcement is "pie in the sky" as 13% of all accidents are speed related and that no one can control an individual's acts including speeding, being distracted, checking on kids in the back seat of a car, or talking on a cell phone.

She has no problems with the use of a Harley Davidson and that the noise levels can be reduced if necessary.

Patrick McGuire stated that "a picture is worth a 1000 words," and proceeded to show pictures of 4 recent car accidents that have taken place at the location of his residence.

The first picture showed a non-Kensington resident whose car had flipped over and crashed in the front of the house due to excessive speed.

The second picture showed a picture of a car that had gone down a hill, through his backyard, and through his front wall. The driver, an 18-year old Starbuck's employee, ran off. The accident was also the result of excess speed.

The third picture showed his son, Jack, looking at a wrecked Subaru station wagon that was stopped by a pallet of papers after ramming through a structure on the premises. Mr. McGuire stated that the accident occurred at 3:00 PM and that his wife brought the children through this structure and hour earlier.

The fourth picture was an accident caused by a hit and run on the previous Friday morning at 5:00 AM. His neighbors responded to the accident and had a description of the vehicle (a taxi). They went to the North Berkeley BART station where the taxi company, vehicle and driver were identified.

Mr. McGuire complimented Chief Harman on the work he was doing with his neighborhood group. Everyone appreciated the effort and support of the District. He felt that it might make sense to put an advertisement in the "Outlook" that the use of the motorcycle is to save lives to avoid having a new plaque placed in the Kensington Park. His wife's Uncle is memorialized at the Park.

He also commented that today while he was walking down the hill from the Kensington School that there was a very obvious skid mark through the crosswalk. According to the crossing guard at least 4 vehicles a day run the red light. It is not a matter of if, but when a student is killed. Since the last 4 traffic incidents, the District's efforts have been very helpful.

Working with Jerry Fahy, they have found that fewer cars are wandering off the street as much, but many still go over the road bumps and speeding is down overall. But the top 15% of speeders are still going too fast. The Board needs to let Kensington residents know that increased enforcement is not a revenue approach, but a safety approach.

President Toombs asked if there had been any consideration of installing a barrier to keep vehicles from landing on his parking strip. Mr. McGuire responded that Jerry Fahy had an engineer to consider the installation of a

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barrier, but that person left the County and they are back to square one. The problem is that if anyone crashes into the barrier, there is the issue of liability and another lawsuit.

President Toombs stated that he understood that you don't want someone crashing into the barrier and being injured, but at the same time the District needs to protect the block.

Nicki Kaiser stated that she had seen a particular way in which yellow traffic signs were placed on poles vertically to identify dangerous conditions. She commented that between 79 Arlington and Windsor, cars are always leaving the road and running up onto the median in both directions.

She acknowledged the efforts of Mr. McGuire's neighborhood group and stated that the Board also appreciates her support.

Vice President Lipscomb asked if the El Cerrito police were enforcing the speed limit on their section of Arlington at Moser Lane.

STAFF COMMENTS:

At the request of Chief Harman, Officer Ramos spoke about the use of radar and the limitations of being in a squad car. He first responded to Vice President Lipscomb's concerns that he had not seen the El Cerrito Police patrolling Moser Lane at Arlington.

He went on to discuss the problems of using radar in a squad car. Because of his size, operating the radar gun requires substantial twisting of his body to be in a position to shoot. On Rincon Road, he is not able to shoot at a decent angle. If he moves into traffic to apprehend a speeding motorist, he has to make a U turn and often the squad car loses traction and causes skidding. If a motorist stops on a curve, he often is getting out of the vehicle on a blind curve. He felt that the use of a motor unit would provide an extra cushion of 4 to 5 feet from oncoming traffic.

In regards to Franciscan Way, speeders can see the normal police vehicle and it requires a 3-point turn to stop a motorist going the opposite direction.

Chief Harman noted that using a motor unit would create a higher level of traffic enforcement. He also asked Officer Ramos what he currently does at Kensington School.

Officer Ramos stated that he has to be on foot to cite cars in a red zone or parking in areas that state "no unattended vehicles."

BOARD COMMENTS:

President Toombs stated that he was in favor of a trial run and that there was no harm in trying, especially with a donated vehicle and he felt that this was a sensible approach.

Director Kosel asked Chief Harman to please review the situation of traffic warrants and the transfer of liability to the District.

KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Chief Harman stated that even if Kensington wants to make a traffic improvement, it is the County that has the final say in what will be done. After a traffic survey, if the County's warrant does not recommend the change (i.e. signage change) it will not be done. If Kensington goes back to the County and requests that the change be made, "even if the traffic warrant does not support the change, if anyone is injured due to the change then all future liability falls on the District and not the County. Kensington bears the liability for requesting that the change be made.

PUBLIC COMMENTS: NONE

Director Kosel moved to implement the use of the newly acquired motorcycle (motor unit), seconded by Vice President Lipscomb.

MOTION: The Board moves to adopt the use of the motor unit to enhance traffic safety.

Ayes: Toombs, Kosel, Lipscomb, Lloyd NOES: 0 ABSENT: Metcalf

Director Kosel moved to close the meeting, seconded by Director Lloyd.

MOTION: The Board moves to close the meeting.

Ayes: Toombs, Kosel, Lipscomb, Lloyd NOES: 0 ABSENT: Metcalf

Unaudited Profit & Loss Budget Performance

December 2010

	Dec 10	Budget	Jul - Dec 10	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
400 · Police Activities Revenue					
401 · Levy Tax	0.00		1,226,715.16	1,234,000.00	1,234,000.00
402 · Special Tax-Police	0.00		1,085,701.40	680,130.00	680,130.00
404 · Measure G Supplemental Tax Rev	0.00		0.00	405,720.00	405,720.00
410 · Police Fees/Service Charges	0.00	166.67	2,597.15	999.98	2,000.00
416 · Interest-Police	0.00		1,579.47	1,500.00	6,000.00
418 · Misc Police Income	0.00	1,000.00	5,485.37	6,000.00	12,000.00
419 · Supplemental W/C Reimb (4850)	0.00		23,680.56		
Total 400 · Police Activities Revenue	0.00	1,166.67	2,345,759.11	2,328,349.98	2,339,850.00
420 · Park/Rec Activities Revenue					
421 · Levy Tax-Park/Rec	0.00		31,127.64		
424 · Special Tax-L&L	0.00		0.00	30,000.00	30,000.00
426 · Park Donations	0.00	41.67	0.00	250.02	500.00
427 · Community Center Revenue	0.00	1,666.67	3,646.00	9,999.98	20,000.00
428 · Building E Revenue	0.00		6,109.00		
435 · Grants-Park/Rec	0.00	8,500.00	0.00	51,000.00	102,000.00
436 · Interest-Park/Rec	0.00		0.00	75.00	300.00
438 · Misc Park/Rec Rev	0.00	83.33	330.00	500.02	1,000.00
Total 420 · Park/Rec Activities Revenue	0.00	10,291.67	41,212.64	91,825.02	153,800.00
440 · District Activities Revenue					
448 · Franchise Fees	0.00		6,576.73	7,000.00	21,000.00
456 · Interest-District	0.00		0.00	200.00	800.00
Total 440 · District Activities Revenue	0.00		6,576.73	7,200.00	21,800.00
Total Income	0.00	11,458.34	2,393,548.48	2,427,375.00	2,515,450.00

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KPPCSD

Unaudited Profit & Loss Budget Performance

December 2010

Expense	Dec 10	Budget	Jul - Dec 10	YTD Budget	Annual Budget
500 · Police Sal & Ben	78,983.40	75,581.50	458,839.90	453,489.00	906,978.00
502 · Salary - Officers	0.00	0.00	0.00	0.00	10,000.00
504 · Compensated Absences	5,068.50	3,333.33	14,048.21	19,999.98	40,000.00
506 · Overtime	4,233.08	4,333.33	16,066.63	25,999.98	52,000.00
508 · Salary - Non-Sworn	666.60	666.67	3,999.60	4,000.02	8,000.00
516 · Uniform Allowance	0.00	208.33	0.00	1,249.98	2,500.00
518 · Safety Equipment	11,693.50	32,677.75	84,521.74	196,066.50	392,133.00
521-A · Medical/Vision/Dental-Active	10,485.50	0.00	294,693.08	0.00	0.00
521-R · Medical/Vision/Dental-Retired	657.31	1,016.67	3,233.26	6,100.02	12,200.00
522 · Insurance - Police	1,156.43	1,228.83	6,379.29	7,372.98	14,746.00
523 · Social Security/Medicare	290.10	268.67	1,068.52	1,612.02	3,224.00
524 · Social Security - District	22,241.50	21,349.50	129,243.53	128,097.00	256,194.00
527 · PERS - District Portion	7,168.48	6,862.33	41,655.46	41,173.98	82,348.00
528 · PERS - Officers Portion	10,441.41	11,670.50	21,216.41	23,341.00	46,682.00
530 · Workers Comp	153,085.81	159,197.41	1,074,965.63	908,502.46	1,827,005.00
Total 500 · Police Sal & Ben					
550 · Other Police Expenses	0.00	166.67	429.87	1,000.02	2,000.00
552 · Expendable Police Supplies	945.02	333.33	2,992.57	1,999.98	4,000.00
553 · Range/Ammunition Supplies	1,337.00	802.17	4,117.96	4,813.02	9,626.00
560 · Crossing Guard	2,961.02	3,125.00	19,339.22	18,750.00	37,500.00
562 · Vehicle Operation	0.00	11,386.67	37,110.83	68,320.02	136,640.00
564 · Communications (RPD)	0.00	366.67	0.00	2,200.02	4,400.00
566 · Radio Maintenance	630.00	416.67	2,859.96	2,500.02	5,000.00
568 · Prisoner/Case Exp./Booking	773.20	1,000.00	7,476.27	6,000.00	12,000.00
570 · Training	546.99	637.50	6,616.99	3,825.00	7,650.00
572 · Recruiting					

KPPCSD

Unaudited Profit & Loss Budget Performance

December 2010

	Dec 10	Budget	Jul - Dec 10	YTD Budget	Annual Budget
574 · Reserve Officers	460.21	666.67	701.35	4,000.02	8,000.00
576 · Misc. Meals & Travel	50.00	275.00	1,850.00	1,650.00	3,300.00
580 · Utilities - Police	744.88	666.67	4,609.77	3,999.98	8,000.00
581 · Bldg Repairs/Maint.	161.16	83.33	386.16	500.02	1,000.00
582 · Expendable Office Supplies	1,103.99	500.00	2,025.76	3,000.00	6,000.00
588 · Telephone(+Rich. Line)	657.82	920.67	4,534.11	5,523.98	11,048.00
590 · Housekeeping	292.88	416.67	2,159.26	2,499.98	5,000.00
592 · Publications	1,950.00	250.00	2,034.89	1,500.00	3,000.00
594 · Community Policing	45.00	416.67	1,206.53	2,500.02	5,000.00
596 · WEST-NET/CAL I.D.	0.00		12,656.00	12,472.00	12,472.00
598 · COPS Special Fund	0.00		0.00		
550 · Other Police Expenses - Other	-902.56		5,596.61		
Total 550 · Other Police Expenses	11,756.61	22,430.36	118,704.11	147,054.08	281,636.00
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	446.04	541.67	2,019.56	3,250.02	6,500.00
602 · Custodian	1,750.00	2,000.00	10,500.00	12,000.00	24,000.00
623 · Social Security/Medicare - Dist	0.00	41.42	65.17	248.52	497.00
Total 600 · Park/Rec Sal & Ben	2,196.04	2,583.09	12,584.73	15,498.54	30,997.00
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
642 · Utilities-Community Center	370.67	396.33	1,435.83	2,377.98	4,756.00
643 · Janitorial Supplies	0.00		0.00	1,500.00	1,500.00
646 · Community Center Repairs	26.15	83.33	4,068.19	499.98	1,000.00
Total 640 · Community Center Expenses	396.82	479.66	5,504.02	4,377.96	7,256.00
660 · Annex Expenses					
662 · Utilities - Annex	0.00	41.67	235.98	249.98	500.00

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KPPCSD
Unaudited Profit & Loss Budget Performance
December 2010

	Dec 10	Budget	Jul - Dec 10	YTD Budget	Annual Budget
668 · Misc Annex Expenses	0.00	41.67	0.00	250.02	500.00
Total 660 · Annex Expenses	0.00	83.34	235.98	500.00	1,000.00
670 · Gardening Supplies	0.00	166.67	0.00	999.98	2,000.00
672 · Kensington Park O&M	4,291.12	5,133.33	24,956.72	30,800.02	61,600.00
678 · Misc Park/Rec Expense	0.00	166.67	242.64	999.98	2,000.00
Total 635 · Park/Recreation Expenses	4,687.94	6,029.67	30,939.36	37,677.94	73,856.00
800 · District Expenses					
810 · Computer Maintenance	1,672.63	2,502.83	24,302.63	15,017.02	30,034.00
820 · Cannon Copier Contract	785.92	430.00	2,978.67	2,580.00	5,160.00
830 · Legal (District/Personnel)	0.00	4,166.67	26,368.04	24,999.98	50,000.00
835 · Consulting	0.00	400.00	4,380.00	1,800.00	4,000.00
840 · Accounting	0.00	2,150.00	19,535.00	12,900.00	25,800.00
850 · Insurance	0.00	1,000.00	26,838.51	30,000.00	30,000.00
860 · Election	0.00	14,420.00	6,941.50	6,000.00	12,000.00
865 · Police Bldg. Lease	0.00	14,420.00	0.00	14,420.00	28,840.00
870 · County Expenditures	0.00	1,658.33	1,486.30	9,950.02	19,900.00
890 · Waste/Recycle	0.00	208.33	3,232.00	1,250.02	2,500.00
898 · Misc. Expenses/Lobbyist	4,536.45	787.50	5,206.78	4,725.00	9,450.00
Total 800 · District Expenses	6,995.00	27,723.66	121,269.43	123,642.04	217,684.00
950 · Capital Outlay					
962 · Patrol Cars	0.00		0.00	30,000.00	30,000.00
967 · Station Equipment	435.24		435.24		
972 · Park Buildings Improvement	5.00	17,500.00	3,527.35	45,000.00	150,000.00
Total 950 · Capital Outlay	440.24	17,500.00	3,962.59	75,000.00	180,000.00
Total Expense	179,161.64	235,464.19	1,362,425.85	1,307,375.06	2,611,178.00

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Unaudited Profit & Loss Budget Performance

December 2010

	<u>Dec 10</u>	<u>Budget</u>	<u>Jul - Dec 10</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Net Ordinary Income	-179,161.64	-224,005.85	1,031,122.63	1,119,999.94	-95,728.00
Other Income/Expense					
Other Expense					
700 · Bond Issue Expenses					
701 · Bond Proceeds	0.00		-177,900.66		
710 · Bond Admin.	0.00		2,183.21		
715 · Bond Interest Income	0.00		-120.69		
720 · Bond Principal	0.00		105,422.05		
730 · Bond Interest	0.00		30,111.42		
Total 700 · Bond Issue Expenses	<u>0.00</u>		<u>-40,304.67</u>		
Total Other Expense	<u>0.00</u>		<u>-40,304.67</u>		
Net Other Income	<u>0.00</u>	<u>0.00</u>	<u>40,304.67</u>	<u>0.00</u>	<u>0.00</u>
Net Income	<u>-179,161.64</u>	<u>-224,005.85</u>	<u>1,071,427.30</u>	<u>1,119,999.94</u>	<u>-95,728.00</u>

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

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

Date: Friday, January 07, 2011

FORWARDED TO:

Subject: Decemember 2010 Unaudited Profit & Loss Variance Report

-
- | | |
|----------------------|---|
| 402 Special Tax | The July-December column has an incorrect entry of \$1,085,701.40. It appears that advances for both the Special Tax and the Measure G Tax for July to December (Accounts 402 & 404) have been added. This will be addressed by the accountant. |
| 502 Salary- Officers | The officers' salary costs are higher than budgeted for this month due to the one time longevity pay paid out during the month. |
| 506 Overtime | Overtime costs are high this month due to mandated POST training that had to be completed by the end of the year and coverage needed for officer's needing to take bereavement leave. |

Greg Harman
General Manager

December 2010 Police Department Report

January 7, 2010

- Department Personnel

Sergeant Khan is currently on Workman's Comp medical leave.

On 12-21-10, Reserve Police Officer Suzanne Tyler resigned her position with us to take a full time sworn position with the Alameda County Sheriff's Office as a Deputy Sheriff.

We now have six reserve officers in our program however; we are in the background process with two new reserve officer applicants.

- Commendations and Correspondence

On 12-12-10, Former KPPCSD Board Member Pat McLaughlin sent the department a thank you letter.

On 12-11-10, Detective Barrow received a Watch Commander's Award from San Pablo Police Chief Walter Schuld, for his actions while working with WestNet and the arrest of three suspects for kidnapping, rape, and use of a firearm incident that occurred on 02-14-10.

- Investigation of Alleged Misconduct

- Department Investigation #09-06 was initiated on December 24th 2009, on an allegation that an officer was rude during a disturbance call for service. The investigation was completed by Sergeant Hull on 11-30-10, and is under review.
- Department Investigation #10-001 was initiated on September 20th on an allegation that an officer posted an inappropriate screen saver on a District computer. The investigation is being conducted by Sergeant Hull.
- Department Investigation #10-002 was initiated on November 2nd on an allegation that an officer was rude during a traffic stop. This investigation is being conducted by Sergeant Hull.
- Department Investigation #10-003 was initiated on November 11th, at the KPPCSD Board meeting, when Catherine de Neergaard

made a formal complaint indicating, "That there is no fair, impartial, and reasonable police review procedure", after voicing her complaints regarding Chief Harman's policies and directions to the department were not being heard. This complaint was followed by an e-mail complaint received by Chief Harman on November 15th.

This complaint will be investigated by Chief Harman and will be presented to the Board at a future KPPCSD Board meeting.

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

- The Ring Time Report for November indicated that there were 59 total 911 calls for the month with two having ring times over 20 seconds. The first occurred on 11-15-10, at 6:34 PM, with a ring time of 39 seconds. After the dispatcher spoke with the caller for 4 minutes, there was no call for service generated.

The second occurred on 11-16-10, at 3:40 PM, with a ring time of 23 seconds and was a misdial.

Average ring time for the month of November was 5.9 seconds.

- The Ring Time Report for December indicated that there were 60 total 911 calls for the month with two having ring times over 20 seconds. The first occurred on 12-02-10 at 3:31 PM with a ring time of 36 seconds. After the dispatcher spoke to the caller for 48 seconds, there was no call for service generated.

The second occurred on 12-11-10 at 11:09 PM, with a ring time of 42 seconds. The call was for an intoxicated juvenile.

Average ring time for the month of December was 5.7 seconds.

- 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. Doing so, only delays the police response time, so please dial Dispatch direct.

- Community Networking
 - On 12-01-10, Chief Harman attended the West County Police Chief's meeting in Hercules.
 - On 12-07-10, Chief Harman and Yolla Harman attended the Contra Costa County Police Chief's Holiday Dinner in Walnut Creek.
 - On 12-08-10, Chief Harman and Sergeant Hull attended the Mechanics Bank Holiday Toy Drive & Mixer.
 - On 12-13-10, Chief Harman attended the Kensington Public Safety Council meeting.
 - On 12-15-10, Chief Harman attended the Alameda & Contra Costa Counties Police Chief's meeting in Walnut Creek.
 - On 12-16-10, Officer Martinez attended the Senior Center Christmas party.

- Community Criminal Activity

- This section of the Watch Commanders Report has been prepared by Sergeant Hull who has now been assigned as the supervisor for both Team 1 & 2.

- Watch Commander Reports

- **Sergeant Hull**

TEAM #1 STATISTICS

Officer:	Martinez (K31) (0600-1800)	Medina (K35) (1800-0600)	Ramos (K41) (0730-1730)
Days Worked	16	15	16
Traffic Stops	23	28	19
Moving Citations	8	9	3
Parking Citations	5	4	1
Vacation/Security Checks	5	6	18
FI-Field Interview Cases	0	0	0
Self Initiated Cases	7	1	6
Arrests	0	0	0
Calls for Service	88	75	57

TEAM #2 STATISTICS

Officer:	Stegman (K32) (0600-1600)	Hui (K42) (1130-2130)	Wilson (K38) (2000-0600)
Days Worked	17	17	13
Traffic Stops	11	6	10
Moving Citations	2	6	0
Parking Citations	5	0	1
Vacation/Security Checks	14	7	21
FI-Field Interview	2	4	6
Cases	10	3	4
Self Initiated Cases	1	2	
Arrests	1	2	1
Calls for Service	33	14	65

Detective Barrow and Officer Hui made an arrest for an outside DUI warrant.
Officer Stegman and Reserve Colon made an outside warrant arrest.
Four tennis rackets were turned into KPD as found property.
Reserve Lafitte wrote two traffic citations
Reserve Turner wrote one traffic citation.
Officer Medina took one vacation day.
Officer Wilson took four vacation days.

SIGNIFICANT EVENTS:

2010-6459 – On 12-4-2010 at 0150 hours, Officer Wilson arrested a drunk driver in the 200 block of Willamette Avenue.
2010-6460 – On 12-4-2010 at 0150 hours, Officer Wilson took a multi-vehicle collision in the 200 block of Willamette Avenue.
2010-6530 – On 12-7-2010 at 1105 hours, Officer Ramos responded to the unit block of Edgecroft Road to a report of a Hit & Run collision.
2010-6561 – On 12-9-2010 at 1040 hours, Officer Ramos responded to the 200 block of Amherst Ave. to a non-injury vehicle collision.
2010-6588 – On 12-10-2010 at 1540 hours, Officer Martinez responded to the 400 block of Berkeley Park Blvd. to a report of a civil dispute.
2010-6625 – On 12-11-2010 at 2314 hours, Officer Medina responded to the unit block of Arlington Ave. and contacted several intoxicated juveniles.
2010-6770 – On 12-17-2010 at 1315 hours, Officer Martinez responded to the 200 block of Lake Dr. to a report of theft from a vehicle.
2010-6678 – On 12-14-2010 at 0925 hours, Officer Stegman responded to the 200 block of Colgate Ave. to a reported auto burglary.
2010-6679 – On 12-14-2010 Officer Stegman responded to the unit block of Ardmore Rd. to a report of vandalism.

2010-6691 – On 12-15-2010 at 0430 hours, Officer Wilson responded to the 200 block of Lake Dr. to a report of tampering with a vehicle.

2010-6692 – On 12-15-2010 at 0705 hours, Officer Stegman responded to the 200 block of Los Altos Dr. to a report of a stolen vehicle.

2010-6696 – On 12-15-2010 at 1014 hours, Officer Stegman responded to the 500 block of Beloit Ave. to a report of theft from a vehicle.

2010-6701 – On 12-15-2010 at 1155 hours, Officer Stegman responded to the 200 block of Los Altos Dr. to a report of theft from a vehicle.

2010-6705 – On 12-15-2010 at 1349 hours Officer Ramos responded to the 200 block of Lake Dr. to a report of theft from a vehicle.

2010-6706 – On 12-15-2010 at 1350 hours, Officer Stegman took a phone report from a resident in the 600 block of Coventry Rd who reported that her cat had been shot.

2010-6734 – On 12-16-2010 at 0449 hours, Officer Wilson responded to the 100 block of Lawson Rd. to a report of a missing person.

2010-6737 – On 12-17-2010 at 0926 hours, Officer Martinez responded to the 200 block of Arlington Ave. to a reported non-injury accident.

2010-6786 – On 12-18-2010 at 0716 hours, Officer Martinez and Reserve Colon responded to the 400 block of Yale Ave. to a reported vehicle theft.

2010-6788 – On 12-18-2010 at 0815 hours, Officer Martinez and Reserve Colon responded to the unit block of Highland Blvd. to a report of auto burglary.

2010-6789 – On 12-18-2010 at 0827 hours, Officer Martinez and Reserve Colon located, in the 200 block of Cambridge Ave., a vehicle that had been tampered with.

2010-6790 – On 12-18-2010 at 0827 hours, Officer Martinez and Reserve Colon located, in the 200 block of Cambridge Ave. a vehicle that had been tampered with.

2010-6792 – On 12-18-2010 at 0925 hours, Officer Martinez responded to the 400 block of Ocean View Ave. to a reported Hit & Run collision.

2010-6795 – On 12-18-2010 at 1149 hours, Officer Martinez responded to Seidell's Tow in Richmond to fingerprint a vehicle that had been towed and located stolen property from prior Kensington cases.

2010-6797 – On 12-18-2010 at 1800 hours, Officer Ramos was dispatched to the 200 block of Trinity Ave. to a report of theft from an auto.

2010-6831 – On 12-19-2010 at 1813 hours, Officer Hui responded to the 100 block of Highland Blvd. to a report of terrorist threats.

2010-6844 – On 12-20-2010 at 1120 hours, Officer Stegman and Reserve Armanino responded to the 200 block of Columbia Ave. to a reported residential burglary.

2010-6846 – On 12-20-2010 at 1130 hours, Officer Stegman and Reserve Armanino responded to the unit block of Yale Cr. To a report of tampering with a vehicle.

2010-6852 – On 12-20-2010 at 1902 hours, Detective Barrow and Officer Hui responded to the 200 block of Purdue Ave. and arrested a resident for a DUI warrant from Livermore.

2010-6867 – On 12-21-2010 at 0640 hours, Officer Stegman responded to a

vehicle accident in 300 block of Rugby Ave. and discovered the vehicle responsible for the accident was a previously reported stolen vehicle out of Kensington. One suspect was located with the assistance of ECPD.
2010-6868 – On 12-22-2010 at 0940 hours, Officer Stegman responded to the unit block of Norwood Ave. to a report of theft from a vehicle.
2010-6890 – On 12-22-2010 at 1031 hours, Officer Martinez responded to the 100 block of Windsor Ave. to a report of residential burglary.
2010-6930 – On 12-23-2010 at 1049 hours, Officer Martinez responded to the 500 block of Kenyon Ave. to a report of theft from a vehicle.
2010-7018 – On 12-26-2010 at 1230 hours, Officer Stegman and Reserve Colon responded to the 300 block of Rugby Ave. to a report of auto burglary.
2010-7047 – On 12-27-2010 at 2012 hours, Officer Hui arrested a subject for possession of methamphetamine and possession of prescription medication.
2010-7073 – On 12-29-2010 at 2300 hours, Officer Ramos responded to the unit block of Beverly Rd. to a reported Hit & Run auto collision.

BRIEFING/TRAINING:

KPD Policy 452 - Medical Marijuana.
KPD Policy 500 – Traffic Function.
KPD Vehicle Towing Policy.
Reviewed death scene checklist cheat sheet.
Reviewed domestic violence cheat sheet.
Reviewed element of criminal threats.
Conducted in-house sexual harassment training.
Reviewed ITS Berkeley University zero tolerance traffic policy in the KPPCSD Traffic Safety Evaluation.

SERGEANT'S SUMMARY:

During the month of December the District has suffered an increase in property crimes. The most notable increase is thefts from both locked and unlocked vehicles. Again, I urge residents to remove the incentive for crime by not leaving valuables in plain sight inside your vehicles and to secure your vehicles by rolling up windows and locking doors. If any suspicious activity is seen or heard please contact KPD so contact and can be made to ascertain if criminal activity is in fact afoot.

Police contact with citizens has increased on graveyard shifts as one method of many to prevent the current crime trend. Of the many residents who walk or exercise at night, I ask that you attempt to be aware of the environment and if you see any suspicious activity to contact KPD. If you are contacted by an officer, whom we expect to be courteous and professional, we hope to establish a positive relationship so we can work together in the prevention of crime in Kensington.

•• **Detective Keith Barrow**

SIGNIFICANT EVENTS:

2010-6538 Petty Theft

On 12-07-10, a resident reported the theft of a garden fixture. This case is under investigation.

2010-6678, 6788 and 7018 Auto Burglary

During the month of December KPD took three reported auto burglaries with the point of entry made by window smash. These cases are under investigation.

2010-6696, 6705, 6770, 6790, 6797, 6868 and 6930. Thefts from unlocked vehicles.

During the month of December KPD took seven reports of thefts from unlocked vehicles. These cases are under investigation.

2010-6697, 6701, 6703, 6789, 6846 and 6848 Vehicle Tampering

During the month of December KPD took six reports of vehicles that had been rummaged through. These cases are under investigation.

2010-6692, 6786 and 6867 Stolen Vehicle

On 12-15-10, 12-18-10 and 12-21-10 three vehicles were stolen. All three of the vehicles have been recovered by KPD. Two suspects have been identified and we will be filing charges with the Contra Costa DA.

2010-6101 2010-6844 and 6890 Residential Burglary

Two thefts from open garages. These cases are under investigation.

2010-6852 Warrant Arrest

Officer Hui and I arrested a suspect on a \$5,000.00 DUI arrest warrant out of the City of Livermore. The suspect was arrested without incident.

KPD INVESTIGATIONS INFORMATION:

2010-6054 Elder Abuse

On 11-16-10, a resident reported their mother had been the victim of numerous thefts by caretakers over the previous two years. This case is under investigation.

2010-6102 Residential Burglary.

On 11-17-10, a resident reported they had been the victim of a residential burglary. Officers found that the front glass door was smashed and items were taken from the residence. This case is under investigation.

2010-5319 and 5351 Arson

On 10-16-10 and 10-17-10, Kensington Police Officers responded to fires at 59 Arlington Avenue, the Kensington Park building E. The fires were determined to be arsons. These cases are under investigation.

2010-4231 Residential Burglary.

On 09-01-10, a resident reported they had been the victim of a residential burglary. Officers found no sign of forced entry as the residence was unlocked. A checkbook was the only thing taken.

2010-3491 Identity Theft.

Officer Martinez took a report of an identity theft and was able to identify a person of interest that lives in North Richmond. We conducted a search for the individual and were unable to make contact. I will be conducting a follow up investigation in this case.

2010-2872 Residential Burglary.

Items taken from an unlocked downstairs room with a door leading to the rear yard. This case will be investigated.

2010-2701 Arrest of forgery suspect.

This case has been filed with the Alameda District Attorneys Office.

2010-2695 Residential Burglary.

This case is under investigation.

2010-2199 Arrest of forgery suspect.

The suspect in this case has also just been charged for similar crimes in Oakland and the US Postal Service. This case has been filed with the Alameda District Attorneys Office.

2010-2050 Hit and Run Vehicle Accident.

The suspect vehicle hit two Kensington Police Officer's personal vehicles. The Contra Costa County District Attorneys Office filed charges in this case. The suspect in this case pled guilty. He was sentenced to 15 days county jail and two years probation.

2010-1560 Residential Burglary and two vehicles were also stolen.

The Contra Costa County District Attorneys Office filed 5 criminal charges, two counts of felony burglary, two counts of felony auto theft and one count of felony possession of stolen property. The suspect is in custody and awaiting trial.

2010-1457 Hit and Run Vehicle Accident.

A vehicle left the roadway and struck an AT&T phone box and two parked vehicles. **Charges have been filed in this case.** The suspect in this case has

been arrested in another county for drug related offences. He will have to wait until the other county adjudicates its case before the suspect can be held to answer for the crimes committed in Kensington.

KPD INVESTIGATIONS

- Made several court runs for filling cases, and citation drop off's.
- Updated the KPD residential burglary log.
- Updated the KPD stolen vehicle log.

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.

INVESTIGATORS SUMMARY:

In the month of December the District of Kensington sustained 0 identity theft, 3 non-injury vehicle accidents and 3 Hit and Run Vehicle Accidents, 0 Injury Hit and Run Accident, 0 Injury Accident, 2 Residential Burglaries, 0 Attempted Residential Burglaries, 0 Commercial Burglary, 3 Auto Burglaries, 7 Theft from an unlocked vehicle, 3 Stolen Vehicles, 1 Petty Theft, 1 Vandalisms, 0 Embezzlement, 0 Elder Abuse, 0 Fraud, 0 Forgery, 0 Attempted Grand Thefts and 0 Grand Thefts.

•• Chief Harman

As noted in the above reports, there were several thefts from vehicles during the month of December. Most of these thefts occurred from vehicles that were left unlocked by the owners. We can't stress enough the importance of securing your vehicles and residences as the number one way to deter criminal activity.

Sergeant Hull indicated in his memo that our officers have increased their contacts with citizens in an effort to learn more about possible suspicious persons or activity in the community. This is also an excellent time for the officers to get to know community members and more importantly, it gives the community an opportunity to meet and speak with the officers. Unfortunately, this type of police contact may be rare in some communities and some people have been taken back by it.

The most important aspect of community policing is the communication between police department personnel and the community. We are doing all we can to engage the community, through publishing our activities in this report, through our website, our attendance at local meetings, and yes, through the personnel contacts we make during the course of our shifts.

So if an officer stops to say Hi, greet them as you would a friend or co-worker.

We are all trying to make Kensington a better place to live and work.

General Manager December 2010 Report

Kensington Park

Park Restroom

The volunteer restroom group reviewed the District's legal counsel's bid documents and returned the documents on November 1st. The group made corrections which it believes need to be made to the document. These documents now have been amended by counsel and returned for completion prior to them being forwarded for approval by the KPPCSD Board at the February meeting.

Community Center & Annex

The second grouping of the Park Building Committee has completed a "Request For Proposal" document that has been approved by legal counsel and will be presented to the KPPCSD Board for approval January 13th.

Emergency Preparedness

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

The next meeting of the Kensington Public Safety Council will take place Monday, January 10th, at 6:30 PM at the Community Center Room #3.

Other District Items of Interest

Solid Waste

Bay View Refuse has made a request for a 6% increase in rates to begin in 2011. I have been meeting with our legal counsel to discuss the request and plan on formally meeting with Bay View representatives to discuss their request further.

Street Sweeping

Street sweeping began in Kensington in January 2010 and will be provided at no cost to Kensington by the Contra Costa County Public Works Department. On the first Friday of every month, the County will sweep the streets of Arlington, Coventry, Ardmore, Edgcroft, Lenox, Kingston, Stratford, Beverly, Berkeley Park, Ocean View, Oak View, and Colusa.

Residents are being asked to help by moving their vehicles, garbage and recycling cans from the street, clearing large debris and obstructions from the gutters, trimming back vegetation along the curb and sidewalk, and not piling leaves or green waste in the roadway.

If we all do our part we can keep Kensington streets clean and help keep pollutants out of our waterways.

District Secretary

On December 1st, Steve Smith was hired as the District's new secretary. Steve has extensive experience in the banking industry however, many of you may have known him while he worked at Arlington Wine & Spirits. Please stop by the station and say Hi to Steve.

Website

The Board packets, monthly reports, and minutes and recordings of the KPPCSD Board Meetings are available for review on our website at:

www.kensingtoncalifornia.org.

Traffic

Traffic and parking issues are still the number one issue in the community. This was brought to the attention of the KPPCSD Board at the last board meeting held on November 11th, when a complaint was received regarding my enforcement of the 72- hour parking issue on Highland, in addition to requests made by the neighbors of Norwood & Arlington Court and Franciscan Way, to address their concerns regarding speeding vehicles.

Update on the current traffic issues:

46 Arlington- The County has made several street and signage changes along the Arlington, including restricting parking in the area, new street markings, new pedestrian signage, as well as changing the light cycle at the traffic signal. We are still waiting for the County to install the solar powered traffic speed radar sign the District purchased with last years COPS grant funding. Jerry Fahy reported to me that the problem has been the County has not been able to successfully secure a contractor to complete the work. However, the County has now installed the pole, but we are now working with neighbors in the area who are concerned that the pole and the radar sign may diminish the view from their residence.

Colusa Circle- The County has recently improved the pedestrian crosswalks in the area and installed additional pedestrian warning signs in the Circle area. The County also painted the Colusa Circle curb red in an attempt to stop trucks from using the curb as a loading zone.

North Gate of Kensington School- After our meeting of November 4th, the County has restricted traffic flow on Arlmont Road and during school commute, restricted parking on Highland during school commute, and painted new red zones.

Norwood and Arlington Court- I have meet with the neighbors in the area as well as Jerry Fahy to discuss possible solutions. I am currently trying to set up

another neighborhood meeting to follow up on the earlier discussions before moving forward.

Franciscan Way- The issue of speeding vehicles here is an old one. In 2009, the County agreed to change the street and traffic signage to try and address the problem.

At the November 11th Board meeting, a request was made to have the police department place their portable radar sign in the area. This sign is currently not working and is being sent back to the manufacturer for an estimate on the repair. This portable radar sign is not the preferred way of trying to reduce speed because it needs to be attached to a running (and unoccupied) patrol car. So depending on the cost of repairing the portable unit, I may be requesting the Board purchase a radar trailer in the coming months.

In the mean time, the Kensington Police Department has increased traffic enforcement in the community by all personnel, not just our Traffic Officer. As people have commented they appreciate the increase in enforcement, but have mentioned that due to the narrow streets and street design of the community, drivers can easily spot officers in black and white patrol vehicles conducting traffic enforcement, especially along Franciscan Way and 46 Arlington.

I have been able to secure a donation of a Harley Davidson police motorcycle to be used by our Traffic Officer from the Pleasant Hill Police Department. At the December 9th Board meeting, the KPPCSD Board accepted this generous donation to begin the process of starting a motor unit for our community in an effort to increase traffic and pedestrian safety. Our Traffic Officer Juan "Manny" Ramos is scheduled to begin his training soon and will attend motor officer school in April. Once Officer Ramos has received his certification, he will begin to conduct some of his traffic enforcement duties on his motor unit.

A formal agenda item request has been made by the neighbors on Franciscan Way and the issue of traffic will be on the agenda for the January 13th, KPPCSD Board meeting.

Kensington Paths

Also on the January 13th KPPCSD Board agenda, will be a presentation on the paths and a request for support by KPPCSD of the paths will be made by Bryce Nesbitt.

From: Maria Adriaans [madriaan@tseint.com]

Sent: Wednesday, January 05, 2011 5:07 PM

To: Jerry Fahy

Cc: Barbara & Ray Pedersen; Bob & Andrea Kaplan; Barbara & Ray Pedersen; Jake P Keenan Keenan; Pamela Keenan; Peter Liddell; Bob & Maggie Drake; Bob & Maggie Drake; paul.adamson@att.net; Chris Deppe; Tony Lloyd; Linda Lipscomb; Greg Harman; Chuck Toombs; Charles Toombs; Cathie Kosel; Mari Metcalf

Subject: traffic situation Franciscan Way Kensington

Dear Jerry,

I am contacting you again since I haven't had a response from you to my email of 12/7/10, and would like to follow up on the request for the radar trailer. There is no problem stalling the trailing in our driveway overnight if there is a concern of theft.

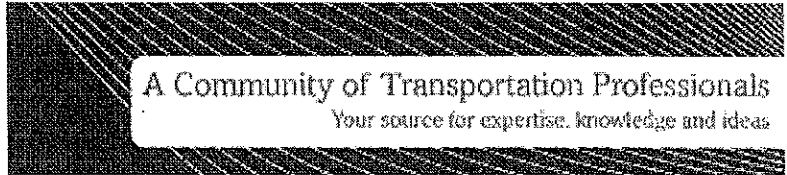
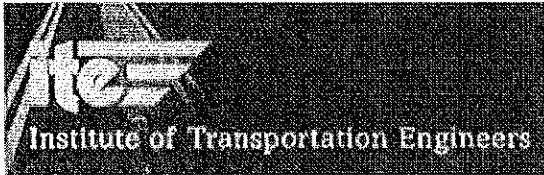
My husband and I purchased a radar gun since the one from the County seemed to be not forthcoming. We are collecting data but of course we can only do this a little bit at a time and never when it is dark. We hope to get some help from you collecting data, by having the data collecting plates once more installed on the road. Residents feel that the volume of cars and speed are steadily increasing and are concerned about this.

May I remind you that we are having neighborhood meetings per NTMP guidelines and would like to discuss with you or other County official where we are at and how to proceed from where we left of in 2009.

Our issue is on the KPPCSD agenda this month (Thursday January 13th) and we hope to get a commitment from Chief Harman about some regular traffic enforcement at crucial hours on our street.

Thank you very much,

Sincerely,
Maria Adriaans for The Franciscan Wayers
madriaan@tseint.com
510 559 9013
510 3879344



BOOKSTORE EMPLOYMENT CENTER TECHNICAL INFORMATION PROFESSIONAL DEVELOPMENT DIRECTORIES MEETINGS SEARCH ITE

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Traffic Calming Measures - Speed Table

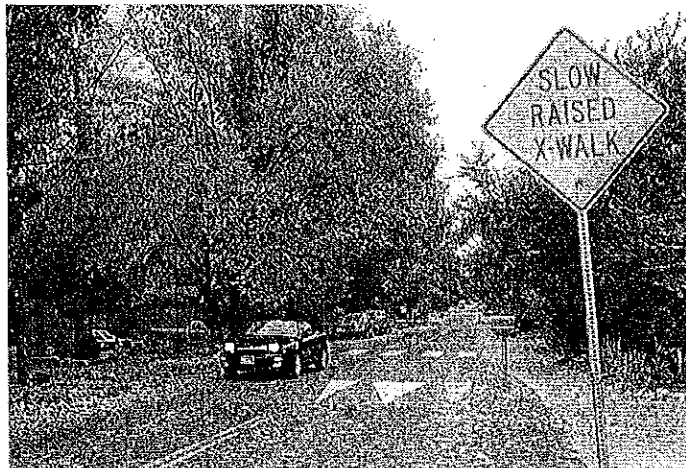
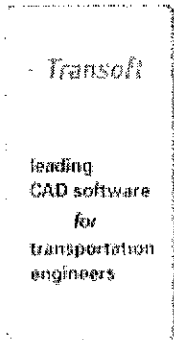
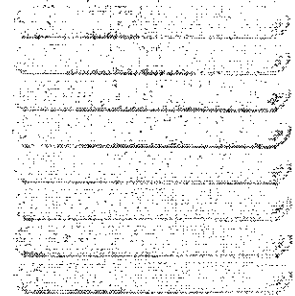
Description:

- long raised speed humps with a flat section in the middle and ramps on the ends; sometimes constructed with brick or other textured materials on the flat section
- sometimes called flat top speed humps, trapezoidal humps, speed platforms, raised crosswalks, or raised crossings

Applications:

- local and collector streets
- main roads through small communities
- typically long enough for the entire wheelbase of a passenger car to rest on top
- work well in combination with textured crosswalks, curb extensions, and curb radius reductions
- can include a crosswalk

Calming Measures



U.S. Department of Transportation
Federal Highway Administration

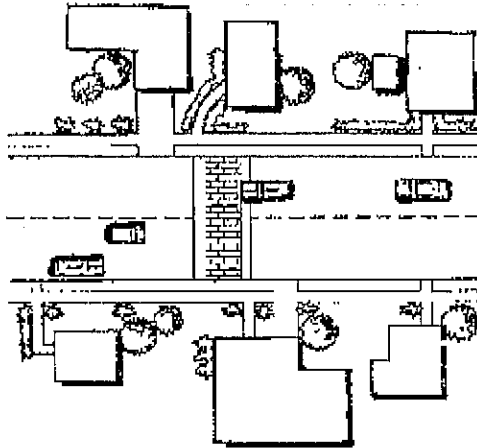


1627 I ("Eye") Street, NW, Suite 600
Washington, DC 20005-3538 USA
Phone: 202-785-0060
Fax: 202-785-0609
Send comments to: website@ite.org

Design/Installation Issues:

- typically 22 feet in the direction of travel with 6 foot ramps on each end and a 10 foot flat section in the middle; other lengths (32 and 48 feet) reported in

SPEED HUMP | SPEED TABLE | RAISED INTERSECTION | CLOSURE | NEIGHBORHOOD TRAFFIC CIRCLE | CHICANE | CHOKER | CENTER ISLAND NARROWING



- U.S. practice
- most common height is between 3 and 4 inches (and reported as high as 6 inches)
 - ramps are typically 6 feet long (reported up to 10 feet long) and are either parabolic or linear
 - careful design is needed for drainage

Potential Impacts:

- no effect on access
- speeds are reduced, but usually to a higher crossing speed than at speed humps (typically between 25 and 27 miles per hour)
- traffic volumes have been reduced on average by 12 percent depending on alternative routes available
- collisions have been reduced on average by 45 percent on treated streets (not adjusted for traffic diversion)
- reported to increase pedestrian visibility and likelihood that driver yields to pedestrian

Emergency Response Issues:

- typically preferred by fire departments over 12 to 14-foot speed humps
- generally less than 3 seconds of delay per hump for fire trucks

Typical Cost:

- approximately \$2,500 (in 1997 dollars) for asphalt tables; higher for brickwork, stamped asphalt, concrete ramps and other enhancements sometimes used at pedestrian crossings

Institute of Transportation Engineers
 1627 Eye Street, NW, Suite 600 | Washington, DC 20006 USA
 Telephone: +1 202-785-0060 | Fax: +1 202-785-0609
 ite_staff@ite.org

ITE Canon of Ethics
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Greg Harman

From: Bryce Nesbitt [bryce2@obviously.com]
Sent: Wednesday, December 15, 2010 1:57 AM
To: Charles E. Toombs
Cc: Greg Harman
Subject: Re: Future KPPCSD agenda - Paths

Follow Up Flag: Follow up

Flag Status: Flagged

Attachments: Kensington Pathway Flyer 20101120_small.pdf; Drainage_Kenyon_CCLetter_2006.pdf; Design Manual KIC Paths.pdf; Supplies - Hawkins - Quote 12-14-10.pdf; 570P06X0.pdf; Support SSD Stege Resolution 1974.pdf; Support_KFD_Resolution 10-08.pdf

Dear Mr. Toombs and Chief Harman:

I am presenting the following item for consideration for the January agenda of KPPCSD.

A presentation on the Kensington pathway system and history, leading into:

1. Request to the board support the ongoing KIC based effort to maintain the existing paths in Kensington using volunteer labor.
2. Request to the board support the current KIC based effort to place street signs marking the pathways, and to nominate new permanent names for the paths in the County GIS and emergency systems.
3. Discuss if the board can reasonably ask the County to formally accept responsibility for the pathways, under the liability protection offered by California Government Code Section 831.4.
4. Request to the board endorse the reopening of the path segment from Arlington Ave to Amherst Avenue, subject to an appropriate and safe design, to be reviewed by KPPCSD, KMAC and perhaps Diablo Fire Safe Council.

The County's position on the paths is very clearly outlined in the attached letter from the year 2009. The basic position is consistent with that of Supervisor's Gioia's office: the paths are something the County could accept, but will not accept, due to concerns over liability. The County's last path maintenance was an expenditure of \$1500 in FY1 1991-1992 for weeding and cleaning.

The path names shown on the enclosed document are preliminary.

Bryce Nesbitt
 99 1/2 Ardmore Road
 Kensington, CA 94707
 510-558-8770

California Government Code Section 831.4

A public entity, public employee, or a grantor of a public easement to a public entity for any of the following purposes, is not liable for an injury caused by a condition of:

(a) Any unpaved road which provides access to fishing, hunting, camping, hiking, riding, including animal and all types of vehicular riding, water sports, recreational or scenic areas and which is not a (1) city street or highway or (2) county, state or federal highway or (3) public street or highway of a joint highway district, boulevard district, bridge and highway district or similar district formed for the improvement or building of public streets or highways.

(b) Any trail used for the above purposes.

(c) Any paved trail, walkway, path, or sidewalk on an easement of way which has been granted to a public entity, which easement provides access to any unimproved property, so long as such public entity shall reasonably attempt to provide adequate warnings of the existence of any condition of the paved trail, walkway, path, or sidewalk which constitutes a hazard to health or safety. Warnings required by this subdivision shall only be required where pathways are paved, and such requirement shall not be construed to be a standard of care for any unpaved pathways or roads.

<http://www.americantrails.org/resources/safety/LiabilityCA.html>

Prokop v. City of Los Angeles, 150 Cal. App. 4th 1332 (Cal. App. 2d Dist. 2007)

David Prokop sued the City of Los Angeles, seeking damages for injuries he suffered while bicycling along a bikeway, designed by the city, which runs along the south side of the Los Angeles River between Riverside Drive and Los Feliz Boulevard. He alleged that, while bicycling along the bike path, east of Victory Boulevard in Griffith Park, he sought to exit the path at its end through an opening provided for bicyclists. When he attempted to cycle through the opening, ignoring the message painted on the pavement that stated "WALK BIKE," he

collided with a chain link fence, causing a severe laceration to his forehead, loss of consciousness and neck pain. He claimed bicyclists have to curve sharply several times in order to exit the path and avoid the fence, which he asserted is placed too close to the bike path. Prokop alleged that his injuries were the result of a dangerous condition created by the city, about which the city knew or should have known, and that the city was negligent in failing to protect him against the injuries.

As we have seen, the courts of appeal have been unanimous in holding, since the Armenio case in 1994, that the nature of a trail's surface is irrelevant to questions of immunity. Farnham presented in some detail the policy considerations, both pro and con, underlying the propriety vel non of absolute immunity for paved trails in urban areas. The Supreme Court denied review of Carroll and Farnham, which concluded a class I bikeway was a trail within the meaning of the trail immunity statute. Nonetheless, litigants continue to challenge the applicability of absolute immunity to class I bikeways. Because of the legislative blending of paved bike paths (which are used principally for recreation) into the bicycle transportation system (which the Legislature established to achieve functional commuting needs), it may be appropriate for the Legislature to reexamine the trail immunity statute and its application to class I bikeways in urban areas. Unless and until the Legislature decides otherwise, however, we conclude no basis exists to depart from established precedent.

The judgment is affirmed. The City of Los Angeles is entitled to recover its costs on appeal. Cooper, P. J., and Rubin, J., concurred. Appellant's petition for review by the Supreme Court was denied August 15, 2007, S153943.

On 12/13/2010 5:41 PM, Charles E. Toombs wrote:

Bryce:

The easiest way is to put together a description of how the agenda item will read, along with supporting documentation which explains it, and the since this agenda item regards our paths and presumably who is responsible for their ownership, upkeep and further use, you should probably add a Thereafter, we will introduce the agenda item and have you step forward to discuss it and advise the Board what you wish to see done. This may b I hope this helps.

Chuck Toombs

-----Original Message-----

From: Bryce Nesbitt [mailto:bryce2@obviouslv.com]
Sent: Monday, December 13, 2010 5:18 PM
To: ctoombs@kensingtoncalifornia.org
Subject: Future KPPCSD agenda - Paths

Dear Chuck,

I'm inquiring about the process to propose an agenda item for the KPPCSD? I have been working on a project with KIC, related to refurbishing the pathways in Kensington to increase open space enjoyment. I would like to present, and present some issues the work has brought up (including vandalism and the ever present liability issues).

Bryce Nesbitt



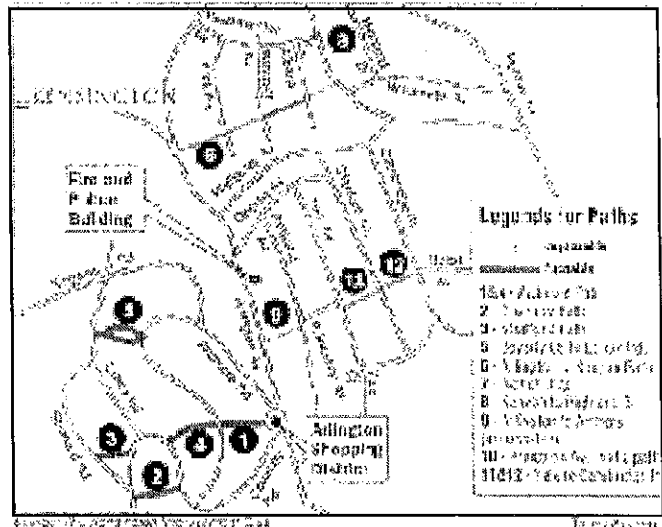
The Kensington Improvement Club is working to repair and extend public pathways in Kensington.

Dear Neighbor,

As of fall 2010 the KIC is constructing well over 100 stair steps on the public path rising from just right of #245 Yale Ave. We're working closely with the immediate neighbors and all Kensington boards and commissions.

This corridor is one of a dozen pathways laid out at the time Kensington was developed, for access to the #7 Streetcar. Today the open paths are popular for strolling, jogging, bay views, and potentially for fire or earthquake emergency access.

We'll be spending about \$20/step. This corridor is unnamed, but you can help with that...



We Want 'Em:

Your Ideas • Your Money • The Sweat of Your Brow

(We'd even settle for just your e-mail address!)

- Please keep me posted on this project. Email: _____
- I'd like to volunteer.
- To donate to local improvement, check your mailbox for KIC's annual membership drive mailer! Extra donations to paths are welcome, just include this form. Sponsor _____ steps at \$20 plus _____ for snacks.

My suggestion for the name of the path is _____

Please return to: Kensington Improvement Club, P. O. Box 8165 Berkeley, CA 94707-0165
 Concerns or questions? Please call 510-527-3062 (Nov 2010)



Contra
Costa
County

Public Works Department

255 Glacier Drive
Martinez, CA 94553-4825
Telephone: (925) 313-2000
FAX: (925) 313-2333
Web site: www.co.contra-costa.ca.us/department/pw

Maurice M. Shiu
Public Works Director

F. Mitch Asalea
Deputy Director

Heather I. Ballenger
Deputy Director

Julia R. Bensen
Deputy Director

November 21, 2006

Patricia K. McNairne
Deputy Director

Shoshana Wechsler
59 Kenyon Avenue
Kensington, California 94708

Dear Ms. Wechsler:

Thank you for meeting with us on November 13, 2006 in Supervisor Gioia's office to discuss the issues rose in your July 14, 2006 letter. Your issues revolved around the maintenance of the drainage system in the area, the path that adjoins your property and surface/sub-surface water flows year round in your backyard.

The ownership and maintenance of the paths in Kensington is an ongoing point of discussion for the Kensington community associations. The County does not own nor maintain the paths. The chain of title for the paths would start with the original developer of the subdivision, however, resolving the path issue really needs to occur at the community level. I understand that renovating and maintaining the path system has been discussed by community organizations such as the Kensington Municipal Advisory Council, and the Kensington Community Services District. There seems to be some community interest in preserving the paths as a community amenity, but the sticking issues appear to be liability and funding.

The other recurring point of discussion in Kensington is the drainage infrastructure. In 1971, the Public Works Department proposed an Assessment District to install new drainage improvements in the Kensington area. Unfortunately at that time the Assessment District was not approved. Interest has resurfaced over the years but there has not been sufficient support to approve the Assessment District. The last serious discussions was in 1992 when the Public Works Department improved the road surfacing in Kensington and the drainage was proposed to be included with that project. However, the community decided to improve the roads only and leave the drainage out.

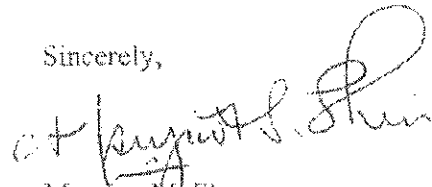
The County owns and is responsible for maintaining the stormdrain pipe within the road right of way. The County does not own or maintain the pipe that runs down the path. When a county pipe crosses a road there is often an expectation that the County should be responsible for stormwaters draining from that pipe. In reality, the County is a property owner like any other property owner in the neighborhood. The County has the same rights as any other property owner to transmit the stormwaters draining across our property from the upstream property owner to the downstream property owner, from one side of the road to the other side of the road. The County also has the same responsibility as any other property owner in the neighborhood to accept the stormwaters that drains onto our property from the upstream property and to protect our property from the stormwater. We have protected our property by maintaining the culvert across the road.

Ms. Wechsler
November 21, 2006
Page 2

~~You have noticed an increased level of flow to your backyard throughout the year. You also indicated there was water flowing from your neighbor's yard behind you. This water could be groundwater flow, such as a spring or seep, or from a utility leak, or from the drainage pipe under the path, or a combination. Groundwater flow can sometimes be a dynamic situation. The flow of ground water, often channeled through cracks in sub-surface rock formations, may be closed off after a mild earthquake and directed elsewhere in the landscape. To determine the exact condition of the drainage pipe under the path we offered to share in the cost to have the pipe video taped. We are willing to share the cost as an adjoining property owner interested in establishing the condition of our pipe on county property and the neighboring pipe we drain to. You indicated at the meeting that you would be interested in pursuing the video taping of the pipe and we will move forward to contract with a company to provide that information.~~

If you have any other questions with regards to the drainage or the issues we discussed at the meeting, please contact Mitch Avalon at (925) 313-2203.

Sincerely,



Maurice M. Shiu
Public Works Director

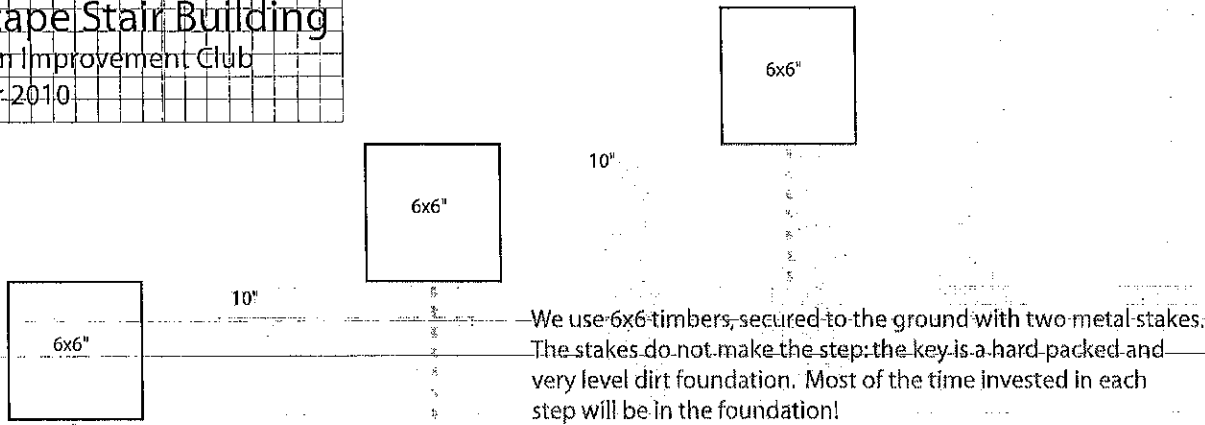
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J. Gioia, Supervisor District 1
J. Cullen, CAO
T. Chung, Supervisor Gioia's office
M. Avalon, Deputy Director
G. Cunningham, Flood Control
R. Tavener, Maintenance
M. Wata, Administration

Landscape Stair Building

Kensington Improvement Club

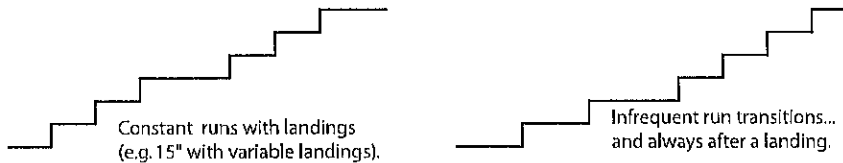
November 2010



As a final check after you build each step's foundation, rough up the ground, and place your tread. Whack the timber with a sledge and jump on it, to settle it into the ground. Now remove it. Any high spots will be shiny, low spots remain rough. Expect many iterations of this, verifying your progress often. A round bubble level nailed to a board works well here.

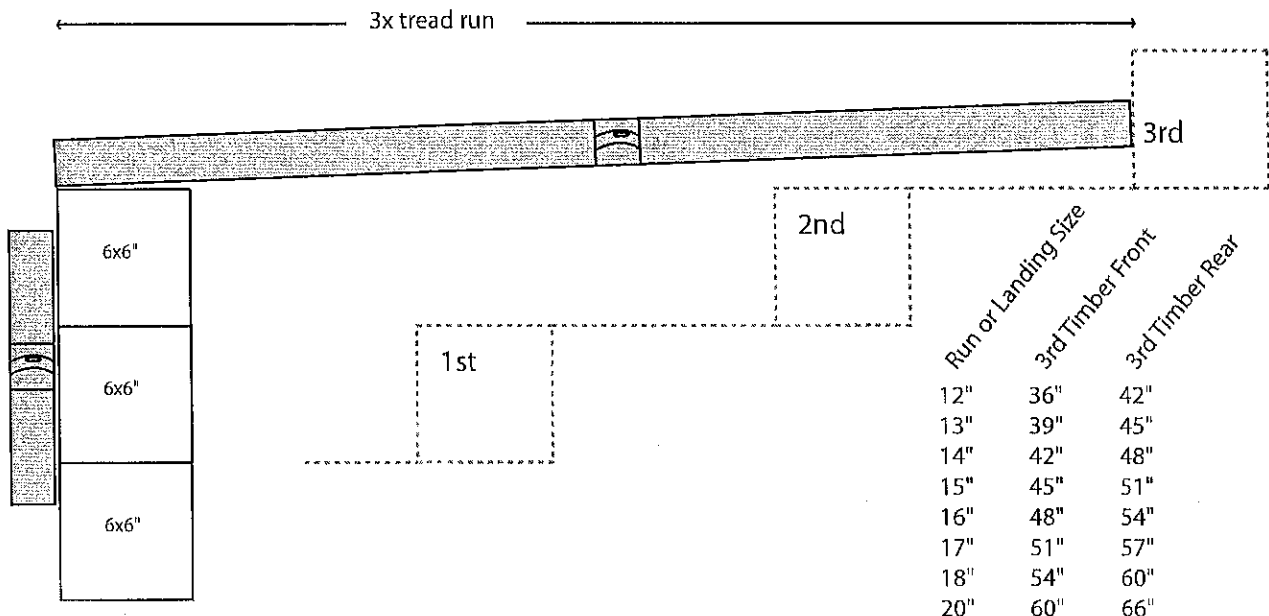
Before driving stakes, the platform should be level side to side and front to back. If your platform is at all squishy, the tread will later lean down the hill. A common mistake is to dig too little out of the back corners. The back is firm, but the front is squishy – the moment you pack dirt the step will tilt. Nature will ensure perfection is not achieved: but why give her a head start?"

The rise of each step is always 6". The run is calculated based on the overall slope. There are two main strategies to follow:



12" treads feel very steep. 14" treads feel like average stairs. 16" treads make for a fast walking path and feel very nice. Much more than that and the treads are too large.

Working one tread at a time limits your work party size. To make space "skip ahead" in groups of 3. To start, stack two timbers on your base tread. Using a long level, measure, dig, and pack the third tread.





1255 EASTSHORE HWY. BERKELEY, CA 94710-1095
 SALES- 510-525-8500 FAX-510-525-2861 800-772-3995

QUOTATION

DATE: 12/14/10

To: Kensington Improvement club
 Attn: Bryce Nesbitt

Thank You . . . We are pleased to submit the following quotation.

QUANTITY	SPECIFICATIONS	NET COST
20 EA.	Custom Street Name Signs - 2 EA. MARCHANT DAIRY PATH (\$68.00 EACH) 1 EA. ARDMORE PATH (\$68.00 EACH) 2 EA. COVENTRY PATH (\$68.00 EACH) 2 EA. STRATFORD PATH (\$68.00 EACH) 1 EA. BARNWELL STEPS (\$68.00 EACH) 3 EA. THE WAY UP STEPS (\$68.00 EACH) 2 EA. LOWLAND PATH (\$68.00 EACH) 5 EA. HIGHLAND TERRACES PATH (\$62.00 EACH) 2 EA. #7 STREETCAR PATH (\$68.00 EACH)	\$136.00 \$68.00 \$136.00 \$136.00 \$68.00 \$204.00 \$136.00 \$310.00 \$136.00
20 EA.	2" Galvanized Pole (\$58.95 Each)	\$1,179.00
20 EA.	2" Vandal Proof Pipe Cap (\$8.90 Each)	\$178.00
20 EA.	Vandal Proof Crosspiece (\$8.90 Each)	\$178.00
20 EA.	Custom Signs 6" x 4" - "CAUTION: UNEVEN WALKING SURFACE" Black on Yellow on .080 Aluminum (\$12.50 Each)	\$250.00
	Total	\$3,115.00
	<i>Price does not include Tax or Shipping</i>	

ACCEPTED _____

DATE _____

RESPECTFULLY, German Paniagua
 Graphic Designer

TAX CODE AREA

A- BERKELEY HIGHLANDS, BLOCK D M.B. 6-150
B- POR. LOT 2, RANCHO SAN PABLO



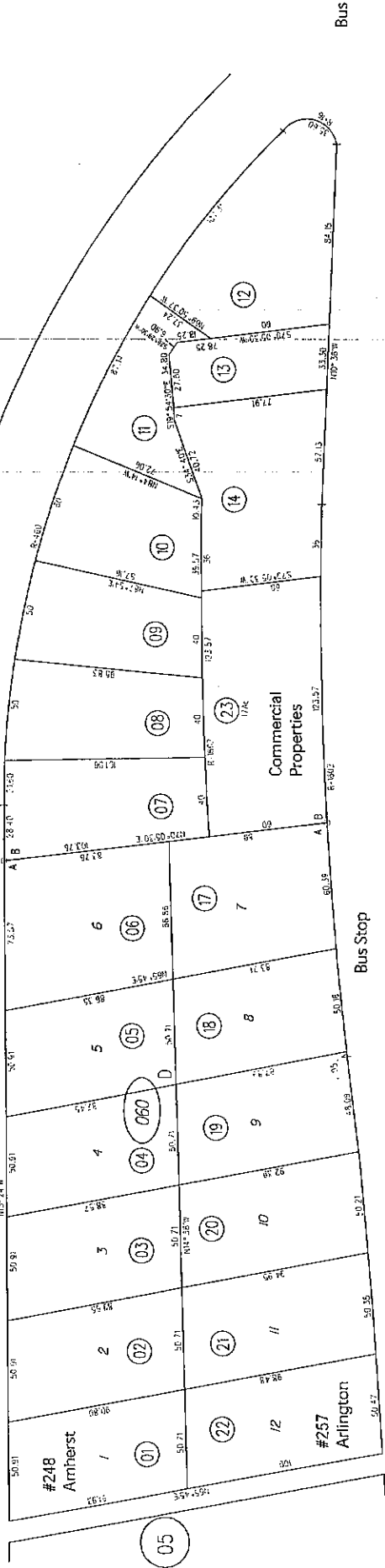
07

10

AMHERST AVE.

AVE.

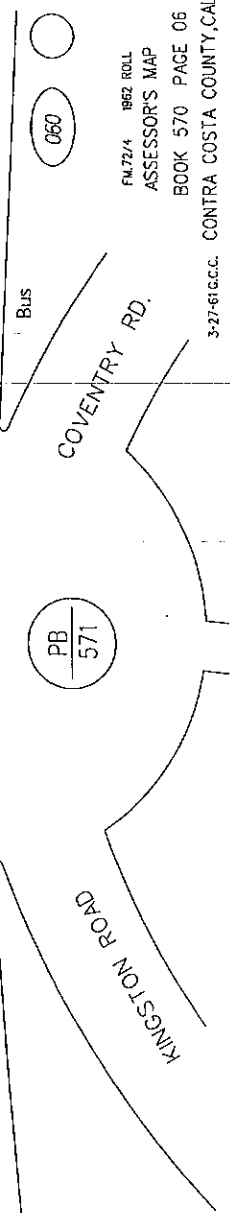
Bus



ROAD

Bus Stop

ARLINGTON



Bus

PB 571

060

FM 72/4 1962 ROLL
ASSESSOR'S MAP
BOOK 570 PAGE 06
3-27-61 c.c. CONTRA COSTA COUNTY, CALIF.

55

RESOLUTION NO. 1974-1110

RESOLUTION SUPPORTING KENSINGTON IMPROVEMENT CLUB EFFORTS TO
MAINTAIN AND REHABILITATE WALKING PATHS IN KENSINGTON

The Board of Directors of the Stege Sanitary District finds and determines as follows:

- A. The Kensington Improvement Club (KIC) has undertaken an effort to maintain and improve several pedestrian paths on public rights-of-way in the community of Kensington, and
- B. Walking paths in Kensington provide pedestrian access to stores, bus lines, libraries, schools and churches, and
- C. Walking paths may provide escape routes during fire events which have several times devastated areas of the east bay hills, and
- D. Walking paths provide a healthy alternative to driving, reducing our national dependence on imported oil, and
- E. The Stege Sanitary District has sewer lines underneath several public rights-of-way used for walking paths, and improved maintenance of these rights-of-way will improve Stege's access to these lines, and
- F. The volunteer efforts of the KIC cost the taxpayers nothing, but will reduce potential liability and improve Kensington and raise property values.

In consideration of the foregoing findings and determinations,

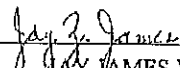
IT IS RESOLVED as follows:

- 1. The District Board of Directors of the Stege Sanitary District supports the concept of volunteer efforts to maintain and improve pedestrian paths on public rights-of-way in the Community of Kensington, and
- 2. Directs staff to work with KIC to ensure that any improvements do not harm District facilities or access thereto, and
- 3. Urges other governmental bodies such as the County of Contra Costa and the Kensington Police Protection and Community Services District to cooperate with KIC in its meritorious efforts to improve and maintain community walking paths.

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

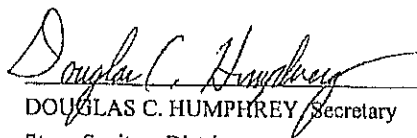
I HEREBY CERTIFY that the forgoing Resolution was duly and regularly adopted by the Board of Directors of the Stege Sanitary District, at a regular meeting thereof, held on the 4th of November 2010 by the following vote:

AYES:	BOARD MEMBERS:	Merrill, Miller, O'Keefe, James
NOES:	BOARD MEMBERS:	None
ABSENT:	BOARD MEMBERS:	Graham
ABSTAIN:	BOARD MEMBERS:	None



JAY JAMES, Vice President
Stege Sanitary District
Contra Costa County, California

ATTEST:



DOUGLAS C. HUMPHREY Secretary
Stege Sanitary District

RESOLUTION 10-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON FIRE PROTECTION DISTRICT SUPPORTING THE KENSINGTON IMPROVEMENT CLUB'S EFFORTS TO MAINTAIN AND REHABILITATE WALKING PATHS IN KENSINGTON

WHEREAS the Kensington Improvement Club (KIC) has undertaken an effort to maintain and improve several pedestrian paths on public rights-of-way in the community of Kensington; and

WHEREAS walking paths in Kensington provide pedestrian access to stores, bus lines, libraries, school and churches; and

WHEREAS walking paths may provide escape routes during fire events which have several times devastated areas of the east bay hills; and

WHEREAS walking paths provide a healthy alternative to driving, reducing our national dependence on imported oil; and

WHEREAS the pedestrian path volunteer efforts of the KIC cost the tax payers nothing and can improve Kensington and its property values.


NOW THEREFORE, BE IT RESOLVED, the Board of the Directors of the Kensington Fire Protection District hereby supports KIC's volunteer efforts to maintain and improve pedestrian paths on the public rights-of-way in the community of Kensington and directs staff to work with KIC to ensure that any improvements do not adversely affect firefighting capabilities or ingress/egress along the public pathways; and

BE IT FURTHER RESOLVED that the Board of Directors of the Kensington Fire Protection District urges the County of Contra Costa to cooperate with KIC in its meritorious efforts to improve and maintain community walking paths.


* * * * *

The foregoing resolution was duly adopted at a Regular Meeting of the Kensington Fire Protection District Board of Directors on the 8th day of December 2010 by the following vote of the Board:

AYES: BOARD MEMBERS: Blaszczyk, Dommer, Kosel, Michael, Ramsey
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:


Nina Ramsey, President

ATTEST:


Leslie Michael, Secretary

The Board of Directors (the "Board") of the Kensington Police Protection and Community Services District (the "District"), hereby finds based on evidence presented that:

1. Kensington's mid-block walking pathways provide valuable recreational opportunities for local residents, access to fresh air and bay views, and useful shortcuts to stores and bus lines.
2. Kensington's walking pathways have presented a minimal trouble over the years, with no reported serious incidents according to Police and Fire Department records.
3. Kensington's walking pathways may provide escape or access routes during an emergency, as similar paths did during the 1991 Oakland Firestorm.
4. Kensington's walking pathways are valuable utility corridors, and protection of utility lines therein is in the best interest of the entire community.
5. Kensington's mid-block walking pathways were dedicated to the public benefit at the time of original subdivision, in the same manner as the roadways in town.
6. California Government Code Section 831.4 is potentially protective of public agencies that operate both paved and unpaved pathways. But that regardless of that protection, the liability exposure experienced by neighboring communities on their pathways has been minimal, according to public records searches presented to the Board.
7. And that since FY1991-1992 the County of Contra Costa has provided no maintenance activities on the pathways.

Now therefore, the Board does hereby resolve:

1. To support the ongoing community efforts to weed and maintain Kensington's well known public pathways into perpetuity.
2. To direct the Police Department, and encourage the Fire Department, to ensure paths are correctly named, mapped, and identifiable to emergency dispatchers and in police records.
3. To support and assist in the community effort to place signs at path intersections, as supported by Supervisor Gioia's office.
4. To examine the potential for the KPPCSD to become the lead agency on paths, designated by the County, similar to the way it operates Kensington Park.
5. To support community efforts to clear and refurbish and the pathway from Arlington Avenue to Amherst Avenue.

Additionally the board encourages the Public Works Division of the County of Contra Costa to cooperate with the community in crafting a Joint Use or Maintenance Agreement where the paths clearly come under local community control. Additionally the board asks the Real Property Division of the County of Contra Costa to notify and involve the KPPCSD and the community, should any private party file papers to vacate County rights to any real property in Kensington, including the property designated as pathways.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District (KPPCSD) this January 13th 2011 by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Chuck Toombs, President _____

Attest, Stephanie Fries, District Secretary _____

830. As used in this chapter:

(a) "Dangerous condition" means a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used.

(b) "Protect against" includes repairing, remedying or correcting a dangerous condition, providing safeguards against a dangerous condition, or warning of a dangerous condition.

(c) "Property of a public entity" and "public property" mean real or personal property owned or controlled by the public entity, but do not include easements, encroachments and other property that are located on the property of the public entity but are not owned or controlled by the public entity.

830.5. (a) Except where the doctrine of res ipsa loquitur is applicable, the happening of the accident which results in the injury is not in and of itself evidence that public property was in a dangerous condition.

(b) The fact that action was taken after an injury occurred to protect against a condition of public property is not evidence that the public property was in a dangerous condition at the time of the injury.

831.4. A public entity, public employee, or a grantor of a public easement to a public entity for any of the following purposes, **is not liable for an injury caused by a condition of:**

(a) Any unpaved road which provides access to fishing, hunting, camping, hiking, riding, including animal and all types of vehicular riding, water sports, recreational or scenic areas and which is not a (1) city street or highway or (2) county, state or federal highway or (3) public street or highway of a joint highway district, boulevard district, bridge and highway district or similar district formed for the improvement or building of public streets or highways.

(b) **Any trail used for the above purposes.**

(c) **Any paved trail, walkway, path, or sidewalk on an easement of way which has been granted to a public entity, which easement provides access to any unimproved property, so long as such public entity shall reasonably attempt to provide adequate warnings of the existence of any condition of the paved trail, walkway, path, or sidewalk which constitutes a hazard to health or safety. Warnings required by this subdivision shall only be required where pathways are paved, and such requirement shall not be construed to be a standard of care for any unpaved pathways or roads.**

Court of Appeal, Second District, Division 8. PROKOP v. CITY OF LOS ANGELES David PROKOP, Plaintiff and Appellant, v. CITY OF LOS ANGELES, Defendant and Respondent. No. B184025. May 21, 2007

SUMMARY: The City of Los Angeles has absolute immunity under Government Code section 831.4 from liability for injuries suffered by a bicyclist who collided with a chain link fence immediately after exiting a class I bikeway located along the Los Angeles River.

Abridged History of BPWA (Berkeley Path Wanderers Association)

Berkeley's population grew rapidly in the early part of the century. The Hillside Club, formed in 1898, urged developers and City planners to lay out streets to follow the contours of Berkeley's hills, with "footpaths above and below [with] connecting steps for pedestrians." Some paths originally provided the only access to streets for adjoining homeowners.

In the 1991 Oakland-Berkeley fire, some paths could not be used as conduits for fire equipment because they were completely obstructed by vegetation, fences or other structures. Nor could those paths be used for pedestrian evacuation from hillside residences. The Fire Department's request to clear blocked pathways resulted an engineering survey of pathway conditions, specifically "unimproved and partially improved paths" in the hills to evaluate their potential as "part of an emergency evacuation network."

The City contracted with Luk-Milani Associates to survey all pathways and determine the priority for improvement. They used data found in City's Pathway Inventory published in the 1977 Master Plan. The Luk-Milani final report, dated October 1993, selected eleven paths as the most critical and recommended that they be immediately improved based on their utility as evacuation corridors. Unfortunately, the City lacked sufficient funds to implement the recommendations.

Four Founding Women Make a Start.

Ruth posted a notice at the North Berkeley branch library, soliciting interest in the City's pathways. Jacquie Ensign responded to the notice and met one November afternoon in 1997. It appeared that mutual friends Pat DeVito and Eleanor Gibson were also interested. The four founders met together for the first time on Tuesday, December 9, 1997. Thus began a true collaborative effort among these avid path walkers to raise community awareness of Berkeley's pathways to encourage action, after many years of neglect, to restore and preserve them.

Many of the paths that appeared on street maps and had been easily walked in the 1970s were completely obscured by 1997. Several dirt paths, lacking signs, had been merged into adjoining landscapes and were no longer visible or passable.

At meeting in December of 1997 meeting the four founders adopted the name, the Berkeley Path Wanderers Association (BPWA). They also set the annual membership at \$5, so that membership would be affordable to nearly everyone. It was decided that Berkeley Partners for Parks should serve as fiscal sponsor, allowing BPWA to collect, deposit and disburse moneys.

The BPWA Map is Published

...March 2005, 5000 copies of the third edition were ordered and the new maps were available in September by mail, at bookstores and other locales, and at the BPWA booth at local events.

Apart from the map, the most important addition to the BPWA program of activities has been its work on developing paths that were planned but never built. The Unimproved Paths Committee was formed in October 2001. On January 17, 2002, the Board approved the Committee's mission: "to update the impassable path list, develop priorities for improvement, and take appropriate action". Approximately 50 impassable paths were selected from the BPWA pathway database that Charlie compiled into a smaller database for the Committee's use.

The Berkeley General Plan and its Impact on the Path System.

The General Plan was adopted by the City Council in April 2002 and recognized the pathways in northeast and southeast Berkeley as "unique networks" that "provide pedestrian access in the hill areas between streets, quiet resting places, panoramic viewpoints, and a critical evacuation alternative to the often narrow and winding streets". The Disaster Preparedness and Safety Element notes that since Berkeley "faces an ongoing threat from urban and wildland fire" with hillside residences being among those most vulnerable to fire hazards, all streets and public pathways in the hill areas "are considered to be evacuation routes". To ensure preservation and restoration of pathways, the General Plan calls for allocation of resources to continue the repair, maintenance and improvement of public pathways.

We, Berkeley Investment Company, a corporation, as owners and proprietors, The Oakland Bank of Savings, a corporation, as Trustees, and William Heres, cestui que trust, of the tract of land as shown on the above map, do hereby consent to the making and recording of said map, and do hereby certify that there is no other person whose consent is necessary to pass a clear title to such land, and that all Avenues, Boulevards, Roads, Streets and Paths, shown on said map, are hereby offered for dedication for Public use.

WITNESSE the signatures and seals of the undersigned, this 24th day of November, 1912.

BERKELEY INVESTMENT COMPANY.

By 
PRESIDENT.

THE OAKLAND BANK OF SAVINGS, TRUSTEE.

By 
PRESIDENT.

By 
ASSISTANT SECRETARY.

STATE OF CALIFORNIA } 55.
COUNTY OF ALAMEDA

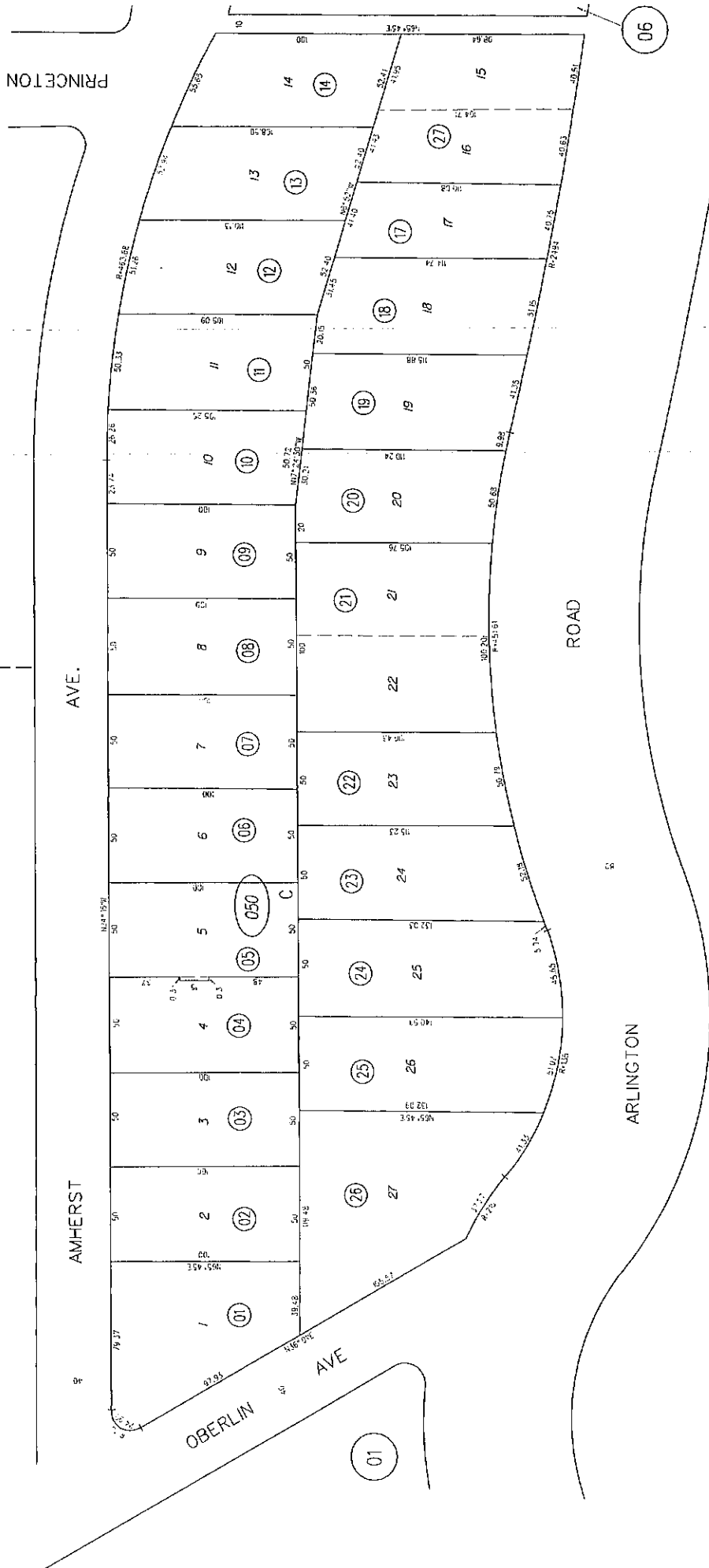
TAX CODE AREA

BERKELEY HIGHLANDS, BLOCK C M.B. 6-50



07

04



PB
571

050

050

050

FM. 72/3 1982 ROLL
ASSESSOR'S MAP
BOOK 570 PAGE 05
3-27-61 C.C.C. CONTRA COSTA COUNTY, CALIF.

57

Greg Harman

From: Cheryl Morse [cmorse@ci.el-cerrito.ca.us]
Sent: Monday, January 03, 2011 3:22 PM
To: Bryce Nesbitt; Woodruff, Sky
Cc: Karen Pinkos; Jerry Bradshaw
Subject: RE: Public Records Request - Claims or Settlements

Dear Mr. Nesbit:

The city is continuing to search for documents responsive to your request and will contact you by January 18, 2011 to let you know whether there are any disclosable records. Neither the Public Works Director or our internal claims administrator can recall a specific claim related to the paths and we are checking with our Risk Manager and reviewing our records indices. If any disclosable records are located, please know that the inspection of these records is free, however, any copies of standard sized records may be obtained for 10 cents per page which must be paid prior to their release.

Sincerely,

Cheryl Morse, City Clerk
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
510-215-4305

P Reduce-Reuse-Recycle ♻

-----Original Message-----

From: Bryce Nesbitt [mailto:bryce2@obviously.com]
Sent: Thursday, December 23, 2010 2:06 PM
To: Woodruff, Sky
Cc: Cheryl Morse; Karen Pinkos; Jerry Bradshaw
Subject: Re: Public Records Request - Claims or Settlements

Mr. Woodruff,

Yes, you've got the essence of the request: claims, payments or judgments. I'm interested only in the mid-parcel pathways. And the time period is flexible: for example if computer records go back only 7 years, then 7 years is a good time period.

Let me know if the request has to be resubmitted in a particular format or to a particular department.

For background: I am part of a pro-path community group in Kensington.

In Kensington we have 14 similar pathways, but no City Attorney's office. If a resident blocks public access, there is nobody to say "no". Thus the community has depended on 99 years of good will to keep the paths open. Recently, some residents have expressed concern that greater future use of the pathways will bring claims of injury and liability, and two residents have deliberately excluded the public.

My goal is to research the incidence of claims in adjoining cities, to help all parties understand the extent (or non-extent) of the exposure. I have received data from Berkeley and Oakland in this regard. Oakland's paid claims average out to 25 cents per year per path, over the last 10 years.

Enclosed is a map of one single El Cerrito pathway, as shown on the County GIS system,

<http://ccmap.us/gis/> See also <http://www.el-cerrito.org/esd/pdf/el-cerrito-trail-list.pdf>

You have a similar pro-path community group, just formed in El Cerrito.

Woodruff, Sky wrote:

> Hi, Bryce.

>

> To clarify your request, you'd like to obtain copies of any documents related to any claim made for an injury that occurred on one of the paths that you've described, or any judgments in favor of plaintiffs related to such claims?

>

> I'm copying Cheryl Morse, the City Clerk, and Karen Pinkos, the Assistant City Manager, who is Acting City Clerk when Cheryl is away--I'm not sure whether Cheryl is in this week. Requests for public records should be made to the City Clerk.

>

> In light of the timing of your request and the closure of city hall next week, I won't be surprised if the 10-day period to respond will need to be extended. But I'll Cheryl, Karwn, or the person to whom they delegate your request will let you know.

>

> Happy Holidays.

>

>

> On Dec 22, 2010, at 2:12 PM, "Bryce Nesbitt"<bryce2@obviously.com> wrote:

>

>

>> Dear Sky,

>>

>> I would like to make a public information request, but have not been able to locate precise instructions on the City website.

>>

>> The City has a series of mid-parcel hillside pathways. I am seeking summaries of any claims on those parcels or judgments paid (for example, liability after a slip and fall incident... or liability due to a claim a burglary suspect used the path).

>>

>> The paths show on assessors maps, and the county gis maps, as 10 foot gaps between parcels. The city website has a list of most of the paths.

>>

>> Bryce Nesbitt
>> 510-383-6663

>>

Oakland City Attorney's Office
Claim
Madrone Path

File #	Title
C25907	Scheberies, Gerald
Short Desc	Alleges city crew broke window
File Opened	05/21/2007
Incident	05/10/2007
Cause	Dangerous Cond.: Operations- Location
Disposition	07/19/2007
Status	Closed
Jurisdiction	
Category	No Report to Excess Carrier Re: Board
Dept	30000: Public Works Agency - Admin.
Location	Madrone Path
Paid	
Paid Amt.	\$365.00
Heard, G.	Denise

5

Oakland City Attorney's Office
Claim
Cleveland Crescent Staircase

File #	Title			
C23353	Hackbarth, Cathleen			
Short Desc	Alleges trip and fall on public stairs			
		Jurisdiction	File Date 04/22/2003	
File Opened	04/28/2003	Category	No Report to Excess Carrier Re:	Board
Incident	01/16/2003	Dept	30000; Public Works Agency - Admin.	
Cause	Dangerous Cond.: Sidewalks:	Location	Cleveland Crescent Staircase	
Disposition	05/05/2003	Denied & Closed	Paid Amt. \$0.00	
Status	Closed	Dolese, Ellen N.		

JSP

**Oakland City Attorney's Office
Claim
Euclayptus Path**

File #	Title			File Date
C990594	Baldwin, Justin			08/09/1999
	Short Desc Alleges sewer problems	Jurisdiction [#]		
	File Opened 08/09/1999	Category	Board	
	Incident 06/18/1999	Dept 30000: Public Works Agency - Admin.		
	Cause Dangerous Condition: Sewers	Location 27 Euclayptus Path		
	Disposition 03/09/2000	Paid	Paid Amt. \$10,111.75	
	Status Closed	Burchard, James A.		

**Oakland City Attorney's Office
Claim
Euclayptus Path**

File # Title

C980516 Selz, Carole

Short Desc Trip and fall due to mud slide

File Opened	06/29/1998	Jurisdiction [#]		File Date	06/29/1998
Incident	02/02/1998	Category		Board	
Cause	Dangerous Cond.: Operations-	Dept	30000: Public Works Agency - Admin.		
Disposition	12/22/1998	Location	27 Eucalyptus Path		
Status	Closed	Paid		Paid Amt.	\$600.00
			Heard, G. Denise		

Greg Harman

From: Lou Ann Texeira [LTexe@lafco.cccounty.us]
Sent: Friday, January 07, 2011 9:31 AM
To: ahoslett@sbcglobal.net; angelia_bradford@sbcglobal.net; rd799_angeliahope@yahoo.com; barkee1@att.net; greenvalleypool@hotmail.com; BPalmer@lmchd.org; kensingtonfirepd@aol.com; carol.arnold@ca.nacdn.net; hanley@rhfd.org; charrude@sbcglobal.net; cpokorny@mofd.org; cdowns@ccmvcd.net; manager@town.crockett.ca.us; dantejr@pacbell.net; ngmplcs@pacbell.net; dforkel@deltawetlands.com; nunnisd@sbcglobal.net; doug@stegesd.dst.ca.us; eshalaby@wcwd.org; eboehme@centralsan.dst.ca.us; Gellis616@sbcglobal.net; gsantos@mofd.org; gharman@kensingtoncalifornia.org; hgcorum@yahoo.com; jconway@rd800.org; jbrown@ccwater.com; jstewart@dmc-sp.org; LindaWeekes@comcast.net; msena@wcwd.org; mwhite604@yahoo.com; MRoe@mvsd.org; Mikegm1@aol.com; patcorey@cwo.com; alcdist@pacbell.net; rbradley@mofd.org; breitlew@aol.com; rprice@srvfire.ca.gov; rhoward@todb.ca.gov; r.gilmore@bbid.org; bberggren@pleasanthillrec.com; saltshuler@dmc-sp.org; sburris@ccwater.com; SRiddle@mvsd.org; bealls@rodeosan.org; bimid@sbcglobal.net; sbrooks@srvfire.ca.gov; walde@isd.us.com; tsmith@ambroserec.org; BTMP4@aol.com; Williams@isd.us.com
Cc: Kate Sibley
Subject: Independent Special District Committee Meeting (Election) - Monday, January 24, 2011
Attachments: 2011 election final reminder.doc; Agenda for 1-24-11 Meeting and Election.doc; Nomination Resolutions.pdf; Special Districts Presiding Officer List Jan 2011.xls

Greetings and happy New Year!

This is to remind all independent special districts of the upcoming Independent Special District Selection Committee (ISDSC) meeting, scheduled for **Monday, January 24, 2011 at 10:00 a.m.** in conjunction with the quarterly meeting of the Contra Costa Special Districts Association. The purpose of the ISDSC meeting is to select one special district LAFCO member (regular seat) to fill the unexpired term of David Piepho ending May 7, 2012.

Attached please find the meeting announcement and agenda, candidate information, and a list of voting delegates. To date, we have received voting delegate confirmation from 16 of the 44 independent districts. For those who have not yet responded, please provide us with the name of your District's voting delegate (i.e., presiding officer or designee - must be a board/trustee member) as soon as possible. ***Without a quorum, we will be unable to conduct the election.***

We will mail a hard copy of the attached on Monday and we ask that you share the information with your Board members.

If you have questions or if we can be of assistance, please contact the LAFCO office.

Thank you.
Lou Ann

Lou Ann Texeira, Executive Officer
 Contra Costa LAFCO
 651 Pine Street, Sixth Floor
 Martinez, CA 94553
 925-335-1004 phone
 925-946-1226 fax

1/7/2011

61



January 7, 2011

TO: Presiding Officer of Each Independent Special District in Contra Costa County

FROM: Lou Ann Texeira, LAFCO Executive Officer

SUBJECT: FINAL REMINDER AND MEETING AGENDA - Independent Special District Selection Committee (ISDSC) Meeting Monday, January 24, 2011

This is a final reminder and transmittal of the meeting agenda (attached) and candidate information (attached) for the upcoming ISDSC meeting, scheduled for **Monday, January 24, 2011** in conjunction with the quarterly meeting of the Contra Costa Special Districts Association (CCSDA).

The election will be held at 10:00 am; the CCSDA meeting will begin immediately following the election. The meeting will be held at the Pleasant Hill Community Center located at 320 Civic Drive in Pleasant Hill. The purpose of the ISDSC meeting is to select one special district LAFCO member (regular seat) to fill the unexpired term of David Piepho ending May 7, 2012.

This memo is a follow-up to the previous correspondence sent on December 6, announcing the vacancy, requesting the name of each district's voting delegate, and calling for nominations.

Voting Delegates – To date, we have received confirmation from 16 of the 44 districts regarding their voting delegates (attached). If your district has not already done so, **please provide the LAFCO office with the name of your district's voting delegate as soon as possible.** Please note that only the presiding officer, or another member of your governing board appointed by the board, can vote at this meeting. General Managers and legal counsel are not able to vote on behalf of the district. (Government Code §56332) *Without a quorum, we will be unable to conduct the election.*

Nominations - We have received the following seven nominations – **Thomas E. Baldocchi, Jr.** - Reclamation District 2065 (Veale Tract), **Leonard Battaglia**, West County Wastewater District, **Sandra Bonato**, Pleasant Hill Recreation & Park District, **Danny Hamby** – Byron Sanitary District, **Michael R. McGill** – Central Contra Costa Sanitary District, **Richard Olsen** - Moraga-Orinda Fire District, **Elmer "Al" J. Schaal** - Mt. View Sanitary District. See attached for candidate information.

Please contact the LAFCO office if you have any questions or need additional information.

c: Each Member of the Commission
General Manager of Each Independent Special District

**INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE
CONTRA COSTA COUNTY**

AGENDA

*Monday, January 24, 2011
Pleasant Hill Community Center
320 Civic Drive, Pleasant Hill, CA*

10:00 A.M.

1. Call to Order – Chair, Special District Selection Committee
2. Roll Call – LAFCO Executive Officer
3. Public Comment (on any item not on agenda)
4. Approve minutes of the April 19, 2010 meeting
5. Select one Special District *Regular* Member to fill a term of office on LAFCO to May 2012
 - Announce nominations received to date
 - Statements by Candidates (written and/or verbal - maximum of 3 minutes each)
 - Public Comment
 - Distribute, collect and tally written ballots
 - Announce election results
6. Announcements by Committee members or others
7. Adjourn

C O S T A
D E C 1 7 2 0 1 0
C O S T A

RESOLUTION NO. 10-15

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MORAGA-ORINDA FIRE DISTRICT NOMINATING
DIRECTOR RICHARD OLSEN AS A REPRESENTATIVE OF
SPECIAL DISTRICTS ON THE COUNTY OF CONTRA
COSTA LOCAL AGENCY FORMATION COMMISSION**


BE IT RESOLVED, that the District Board of Directors hereby nominates District Director Richard Olsen as a special district representative on LAFCO; and,

BE IT FURTHER RESOLVED, that on the approval of this resolution the District Chief is directed to forward a certified copy of this resolution to LAFCO to request the consideration of District Director Olsen as the Special District's representative on LAFCO.

PASSED AND ADOPTED this 15th day of December, 2010 at the Special Board Meeting of the District Board of Directors held on December 15, 2010, at 1280 Moraga Way, Moraga, California 94556, on motion made by Director Weil, seconded by Director Sperling and duly carried with the following roll call vote.

- AYES: President Spexing, Directors Olsen, Weil & Wyro
- NOES: None
- ABSENT: Director Mancinelli
- ABSTAIN: None

Dated: December 15, 2010



Frank Sperling, President
Board of Directors

ATTEST:



Grace Santos, Clerk to the Board

RESOLUTION 2010-14
NOMINATION OF DIRECTOR DANNY HAMBY
AS A SPECIAL DISTRICT REGULAR OR ALTERNATE MEMBER
OF THE
CONTRA COSTA COUNTY LOCAL AGENCY FORMATION COMMISSION

WHEREAS, the Executive Officer of the Contra Costa Local Agency Formation Commission (LAFCO) has announced an upcoming special district vacancy on LAFCO; and,

WHEREAS, board members of governing boards of independent special districts may be nominated to serve as a regular or alternate special district member of LAFCO.

THEREFORE, BE IT RESOLVED, the Board of Directors of the Byron Sanitary District, an independent special district, hereby nominates Director Danny Hamby as a regular special district member of LAFCO.

BE IT FURTHER RESOLVED, in the event the current special district alternate member is elected to fill the vacant special district regular seat, the Board of Directors hereby nominates Director Danny Hamby as special district alternate member of LAFCO.

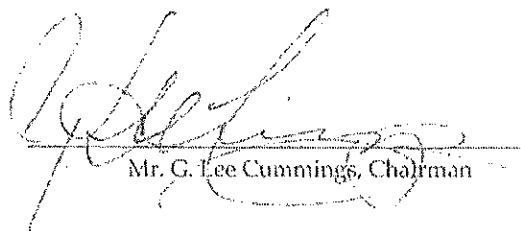
PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of Byron Bethany Irrigation District this 14th day of December 2010 by the following vote:

Ayes: CUMMINGS, HAMBY, KNAUS, LEIGHTON

Noes:

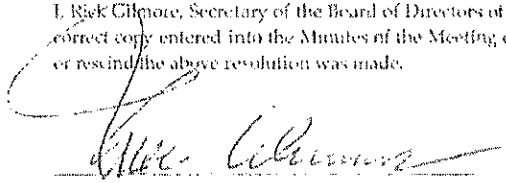
Abstained:

Absent: NISEN


Mr. G. Lee Cummings, Chairman

Secretary's Certification

I, Rick Gilmore, Secretary of the Board of Directors of Byron Sanitary District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Meeting of December 14, 2010 at which time a quorum was present, and no motion to amend or rescind the above resolution was made.


Rick Gilmore, Secretary

RESOLUTION NO. 1269-2010

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MT. VIEW SANITARY DISTRICT
IN SUPPORT OF THE NOMINATION OF
ELMER J. SCHAAL
AS A CANDIDATE FOR THE POSITION OF CONTRA COSTA LAFCO REGULAR SEAT

WHEREAS, Contra Costa LAFCO has announced that there is a vacancy for Special Districts member LAFCO Regular Seat and is developing a slate of candidates for the LAFCO Regular Seat; and

WHEREAS, this the individual who fills this seat will need to have a working knowledge of LAFCO issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of this office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve this capacity; and

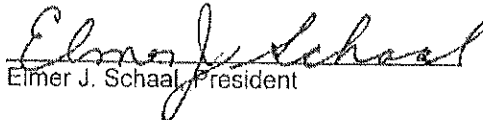
WHEREAS, it is the opinion of the Mt. View Sanitary District that Elmer J. Schaal possesses all the qualities needed to fulfill the duties of Special Districts member of LAFCO.

WHEREAS, Elmer J. Schaal's background and work experience makes him an ideal candidate for this position as the Independent Special District regular member on LAFCO.


NOW THEREFORE, BE IT RESOLVED, that the Mt. View Sanitary District wholeheartedly supports Elmer J. Schaal for nomination as a candidate for the office of Special Districts LAFCO Regular Seat.

THE FOREGOING RESOLUTION was regularly moved, seconded and adopted at the regular meeting of the District Board held on the 9th day of December, 2010 by the following vote:

AYES:	Directors Caldwell, Maggi, and Pyka, Vice President Williams and President Schaal
NOES:	None
ABSENT:	None
ABSTENTION:	None


Elmer J. Schaal, President

ATTEST:


Secretary, Sheri Riddle



**Pleasant Hill
Recreation & Park District**
People, Parks & Programs Since 1951
147 Gregory Lane, Pleasant Hill, CA 94523
www.pleasanthillrec.com

Board of Directors Resolution

**PLEASANT HILL RECREATION & PARK DISTRICT
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
BOARD OF DIRECTORS**

IN THE MATTER OF RESOLUTION 2010-12-22
NOMINATING SANDRA BONATO OF THE THE PLEASANT HILL RECREATION AND
PARK DISTRICT TO CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION
(LAFCO)

THE PLEASANT HILL RECREATION & PARK DISTRICT BOARD OF DIRECTORS DOES
FIND:

WHEREAS, the Pleasant Hill Recreation & Park District is a member of Contra Costa Special District
Association (CCSDA); and

WHEREAS, the Contra Costa Special District Association Representative is hereby nominated to serve
on the Commission which adopts policy and governs the affairs of the Contra Costa Local Agency
Formation Commission (LAFCO); and

WHEREAS, it is the advantage and best interest of the Pleasant Hill Recreation & Park District that it
has a representative on the Commission of Contra Costa Local Agency Formation Commission
(LAFCO); and

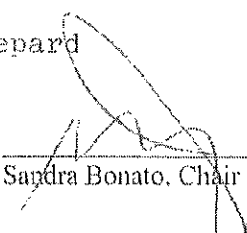
THEREFORE, BE IT RESOLVED THAT Sandra Bonato, elected Board of Director for the Pleasant
Hill Recreation & Park District, is hereby being nominated to serve for special district regular seat on
LAFCO.

PASSED AND ADOPTED ON December 22, 2010, by the following vote:

AYES: Bonato, Donaghu, Glover, Shepard

NOES:

ABSENT: Sterrett



Sandra Bonato, Chair

I hereby certify that the foregoing resolution was approved by the vote indicated herein above at the
regular meeting of the Board of Directors on December 22, 2010.



Robert B. Berggren, Clerk of the Board

RESOLUTION OF THE BOARD OF DIRECTORS OF WEST COUNTY
WASTEWATER DISTRICT, COUNTY OF CONTRA COSTA, CALIFORNIA

RESOLUTION NO. 12-21-10C

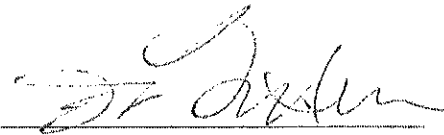
NOMINATING LEONARD L. BATTAGLIA AS A CANDIDATE
FOR THE VACANT SPECIAL DISTRICT REGULAR SEAT ON
THE CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION

BE IT RESOLVED that the Board of Directors of the West County Wastewater District, Contra Costa County, California, does hereby nominate Leonard L. Battaglia as a candidate for the vacant Special District Regular Seat on the Contra Costa Local Agency Formation Commission.

* * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Board of Directors of the West County Wastewater District, Contra Costa County, California, at a regular meeting thereof held on the 21st day of December, 2010, by the following vote:

AYES: Granzella, Soltow, Battaglia
NOES: Caine, Schmidt
ABSENT: None



Secretary of the Board of Directors
West County Wastewater District
Contra Costa County, California

**RESOLUTION OF THE BOARD OF TRUSTEES OF
RECLAMATION DISTRICT NO. 2065 (VEALE TRACT)**

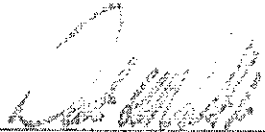
**NOMINATION OF THOMAS E. BALDOCCHI, JR. TO FILL
VACANT SPECIAL DISTRICT REGULAR SEAT ON LAFCO**

RESOLVED that the Board of Trustees of Reclamation District No. 2065 (District) hereby nominates Thomas E. Baldocchi, Jr., who is one of the three (3) trustees on the District's Board of Trustees, to fill the vacant special district regular seat on the Contra Costa Local Agency Formation Commission created by the departure of David Piepho.

CERTIFICATION

I, Dante John Nomellini, Jr., Secretary of Reclamation District No. 2065, do hereby certify that the above is a true and correct copy of the resolution duly adopted by the Board of Trustees of Reclamation District No. 2065 on December 27, 2010.

Executed on December 30, 2010, in Stockton, California.



Dante John Nomellini, Jr.

RESOLUTION NO. 2010-106

A RESOLUTION NOMINATING BOARD PRESIDENT MICHAEL R. MCGILL
AS THE SPECIAL DISTRICT REPRESENTATIVE ON THE
CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION (LAFCO)

WHEREAS, the Contra Costa County Local Agency Formation Commission (LAFCO) is a regulatory agency charged by the State legislature with "discouraging urban sprawl and encouraging the orderly formation and development of local agencies" based on "local circumstances and conditions;" and

WHEREAS, the role of LAFCO is to review and approve or deny proposals to annex land to cities or special districts; detach land from cities or special districts; consolidate two or more cities or two or more special districts; form new special districts and incorporate new cities; dissolve special districts and disincorporate cities; merge cities and special districts; and allow cities or special districts to provide services outside of their boundaries; and

WHEREAS, LAFCO is made up of two City members, two County members, two Special District members and one public member, and an alternate in each category, all of whom serve four-year terms; and

WHEREAS, on December 6, 2010 the Contra Costa Local Agency Formation Commission (LAFCO) announced a vacancy created by the departure of David Piepho for a Special District representative to fill his unexpired term ending May 7, 2010; and

WHEREAS, LAFCO has called for Special Districts to submit nominations by resolution to be voted on at its January 24, 2011 election.

NOW, THEREFORE, the Board of Directors of the Central Contra Costa Sanitary District does resolve as follows:

Section 1. Central Contra Costa Board President Michael R. McGill is hereby nominated to fill the Special District vacancy on LAFCO for the unexpired term ending May 7, 2012.

Section 2. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16th day of December 2010, by the Board of Directors of the Central Contra Costa Sanitary District by the following votes:

AYES: Members: Hockett, Menesini, Nejedly, Williams, McGill
NOES: Members: None
ABSTAIN: Members: None



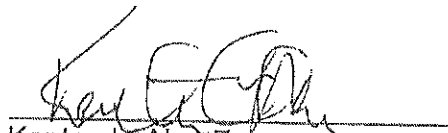
Michael R. McGill, P.E.
President of the Board of Directors
Central Contra Costa Sanitary District
County of Contra Costa, State of California

COUNTERSIGNED:




Elaine R. Boehme, CMC
Secretary of the Central Contra Costa Sanitary District
County of Contra Costa, State of California

Approved as to form:


Kenton L. Alm, Esq.
Counsel for the District

I, Elaine R. Boehme, Secretary of the Central Contra Costa Sanitary District, of the County of Contra Costa, State of California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2010-106 passed and adopted by said District Board on December 16, 2010.

Dated: Dec. 17, 2010


Elaine R. Boehme
Secretary of the District

RESOLUTION NO. 2011 - 2

A RESOLUTION OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT NOMINATING
MICHAEL R. MCGILL
AS A CANDIDATE FOR THE POSITION OF THE CONTRA COSTA LOCAL
AGENCY FORMATION COMMISSION SPECIAL DISTRICT REGULAR SEAT

WHEREAS, the Contra Costa Local Agency Formation Commission (LAFCo) has announced that there is a vacancy for the Special District member LAFCo Regular Seat and is developing a slate of candidates for the LAFCo Special District Regular Seat.

NOW THEREFORE, BE IT RESOLVED, that the Diablo Water District nominates Michael R. McGill of the Central Contra Costa Sanitary District as a candidate for the office of Special District LAFCo Regular Seat.

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of Diablo Water District at a special meeting thereof held on January 3, 2011 by the following vote:

AYES: Hobbs, Cinquini, Crockett, and Head

NOL'S: None

ABSENT: Garcia

ABSTAIN: None

DATE: January 4, 2011


Mike Yeraka, Secretary

DISTRICT	NAME	TITLE		ALTERNATE
ALAMO-LAFAYETTE CEMETERY DIST	Primo Facchini	BOARD PRESIDENT		Primo Facchini
AMBROSE REC & PARK DIST	Judy Dawson	BOARD CHAIR		
B-B-K-U CEMETERY DIST	Barbara Guise	BOARD DIRECTOR	✓	Vickey Rinehart
BETHEL ISLAND MID	Marguerite Lawry (prob.)	BOARD PRESIDENT	✓	
BYRON SANITARY DISTRICT	Lee Cummings	BOARD DIRECTOR	✓	Mike Nisen, Danny Hamby, Randy Kraus
CENTRAL CONTRA COSTA SANITARY DIST	Michael R. McGill	BOARD PRESIDENT		Jerry Lucey
CONTRA COSTA MOSQUITO & VECTOR CONTROL	Jim Fitzsimmons	BOARD PRESIDENT		
CONTRA COSTA RESOURCE CON DIST	Igor Skaredoff	BOARD PRESIDENT		
CONTRA COSTA WATER DISTRICT	John Burgh	BOARD DIRECTOR		
CROCKETT COMMUNITY SERVICES DISTRICT	Patrick Glover	BOARD DIRECTOR		
DIABLO CSD				
DIABLO WATER DISTRICT	Howard Hobbs	BOARD PRESIDENT	✓	1) Enrico Cinquini / 2) Richard Head
TOWN OF DISCOVERY BAY CSD	Kevin Graves	BOARD PRESIDENT	✓	
EAST CONTRA COSTA IRRIGATION DIST	Glenn Stonebarger	BOARD PRESIDENT		Mark Dwelly
GREEN VALLEY REC & PARK DIST	Blythe Soria	BOARD DIRECTOR		
IRONHOUSE SANITARY DIST	Doug Hardcastle	BOARD DIRECTOR	✓	Michael Painter
KENSINGTON FIRE PROTECTION DISTRICT	Nina Harmon Ramsey	BOARD OFFICER	✓	Helmut Blaschczyk
KENSINGTON POLICE PROT & CSD	Chuck Toombs	BOARD PRESIDENT		
TOWN OF KNIGHTSEN CSD	Linda Weekes	BOARD DIRECTOR		
LOS MEDANOS HEALTHCARE DIST	Darnell Turner	BOARD PRESIDENT		
MORAGA-ORINDA FIRE PROTECTION DIST	John Wyro	BOARD DIRECTOR	✓	Dick Olsen
MT. DIABLO HEALTHCARE DIST				
MT. VIEW SANITARY DIST	Stan Caldwell	BOARD DIRECTOR	✓	Elmer "Al" Schaal
PLEASANT HILL REC & PARK DIST	Sandra Bonato	BOARD PRESIDENT	✓	Dennis Donaghu
RECLAMATION DIST (RD) 799				
RD 800				
RD 830	Tom Williams	BOARD PRESIDENT		
RD 2024	Don Wagenet	BOARD PRESIDENT	✓	Robert Cecchini
RD 2025	David Forkel	Chairman		
RD 2026	David Forkel	Chairman		
RD 2059				
RD 2065	Coleman Foley	BOARD PRESIDENT	✓	Baldocchi Jr. or Sr.
RD 2090				
RD 2117	Herbert Speckman	BOARD PRESIDENT	✓	
RD 2121				
RD 2122	Robert Calone	BOARD PRESIDENT	✓	Scott O'Hara
RD 2137				
RODEO-HERCULES FIRE PROTECTION DIST	Bill Prather	DIRECTOR		
RODEO SANITARY DISTRICT	Barbara Russey	DIRECTOR		
ROLLINGWOOD-WILART REC & PARK DIST				
SAN RAMON VALLEY FIRE PROTECTION DIST	Jennifer Price	BOARD PRESIDENT	✓	Tom Linari
STEGE SANITARY DISTRICT	Al Miller	BOARD DIRECTOR		
WEST CONTRA COSTA HEALTHCARE	Eric Zell	BOARD TREASURER		
WEST COUNTY WASTEWATER DIST	Michael Caine	BOARD PRESIDENT	✓	Alfred Granzella

✓ denotes confirmation received from district

Thomas E Baldocchi JR
P.O. Box 236
3989 Delta Rd
Knightsen, California 94548
(925) 625-7361
tbaldocchijr@gmail.com

Trustee

Reclamation District 2065, Veale Tract
Candidate for the Special District Seat
Contra Costa County LAFCO



Fourth Generation Contra Costa County
Resident, pictured with the 5th Generation.

Career Firefighter

City Of Tracy, South County Fire Authority

4th Generation Farmer/ Rancher

As Trustee on one of the smaller Districts in the County, I will bring to the Commission what LAFCO is organized to accomplish. I will bring a fresh and independent point of view. It is my thought that all independent

districts should be involved at the county level such as the MSR process for example. It is irresponsible to require a budget conscious district to pay for counsel to send correspondence or ask a volunteer board member to attend meetings. It is important to have a Commissioner on LAFCO that understands the dedication of such board members and work with them as needed.

As a lifelong resident of Contra Costa County:

- I have the experience to understand local circumstances and conditions that affect the annexation or detachments of land.
- I understand Spheres of Influences and how they affect open spaces, land uses, and the economic conditions that affect those agencies involved. I strongly respect owners' property rights.
- I have 19 years experience in Public Safety with this background I will be able to make decisions on the adequacy of public services that Districts and Cities provide.
- I am a father of 2 boys. I realize the importance of recreational activities and public open spaces that are provided by Independent Districts and Cities throughout the County.

I am a Trustee on a Reclamation District (2005- present) A Reclamation district is organized to provide the reclamation of lands within its boundaries, including levee maintenance, pump stations and internal drainage facilities. Originally only agriculture lands were within a Reclamation District. But with the growth of the county, more residential and subdivided ranches have services provided by Reclamation Districts.

It is important to have safe clean water for domestic and agricultural use, in our County. The need for proper drainage of surface water and collection and discharge of waste water is of the utmost importance to the future of the Delta, Bay and our Children.

I believe in logical well planned mitigated growth. As a commissioner on LAFCO I will make educated decisions for our county today and for our county of tomorrow.

I will be a commissioner that understands the importance of the services we provide through our Independent Districts. It is vital to good government that assessments, taxes or fees are used accordingly and provide the best service possible.

I will base decisions on facts presented and being able to identify the impact on the services our districts provide. This includes Fire Department services, Law Enforcement, Recreation and Water delivery.

Impacts from natural disasters such as floods, earthquakes and wildland fires should always be addressed. I have extensive education, training and experience in mitigating and control of such incidents. It is proven that prevention and good planning make such disasters less of an impact, to the service providers and the Public.

Professional and Personal Background:

Born In Concord: 38 years old

Married: 8 years wife Devon, 2 boys Antonello (Nello) and Angelo

Residence: Knightsen on Veale Tract in a home that I built on family property: 2002-2005.

Employment: Tracy Fire Department, Engineer, Acting Captain. Baldocchi Farms, we are hay growers at this time.

Education:

San Joaquin Delta College, Stockton, CA Certificate, Fire Science Technology, 1995

San Joaquin Delta College, Stockton, CA Associate of Arts, Public Safety and Services, 1994

Liberty Union High School, Brentwood, CA Diploma, 1990

Professional Qualifications and Leadership Experience:

Knightsen 4-H V.P. 1987 President 1988

Contra Costa County 4-H All Star 1989

Brentwood FFA President 1989

Knightsen Firefighters Association President 1994

Tracy Firefighters Association IAFF Local 3355 Vice president 1999-2005

Tracy Firefighters Association IAFF Local 3355 interim President 2005

Reclamation District 2065 (Veale Tract) Trustee

Committees and Organizations:

Contra Costa Farm Bureau

Committee member of the Knightsen Community flood group. 1998- 1999 lead to forming the Knightsen CSD.

If you have any questions or would like to meet me or for an interview Please feel free to contact me at anytime.

tbaldocchijr@gmail.com

Home (925) 625-7361

Cell (925) 783-2966

Please contact LAFCO prior to January 5th to submit your voting delegate for the Special District Selection Committee meeting.

LAFCO email LTexe@lafco.cccounty.us

Fax (925) 626-1228

The Special District Selection Committee is scheduled for Monday, January 24, 2011 at 10:00 am. The meeting is held at the Pleasant Hill Community Center, 320 Civic Center Drive in Pleasant Hill.

Thank you,



Tom Baldocchi Jr.

Reclamation District 2065 Veale Tract

Knightsen, California



Leonard Battaglia

6480 Hillside Dr.
El Sobrante, CA 94803
(510) 237-5002 home (510) 758-5185 business

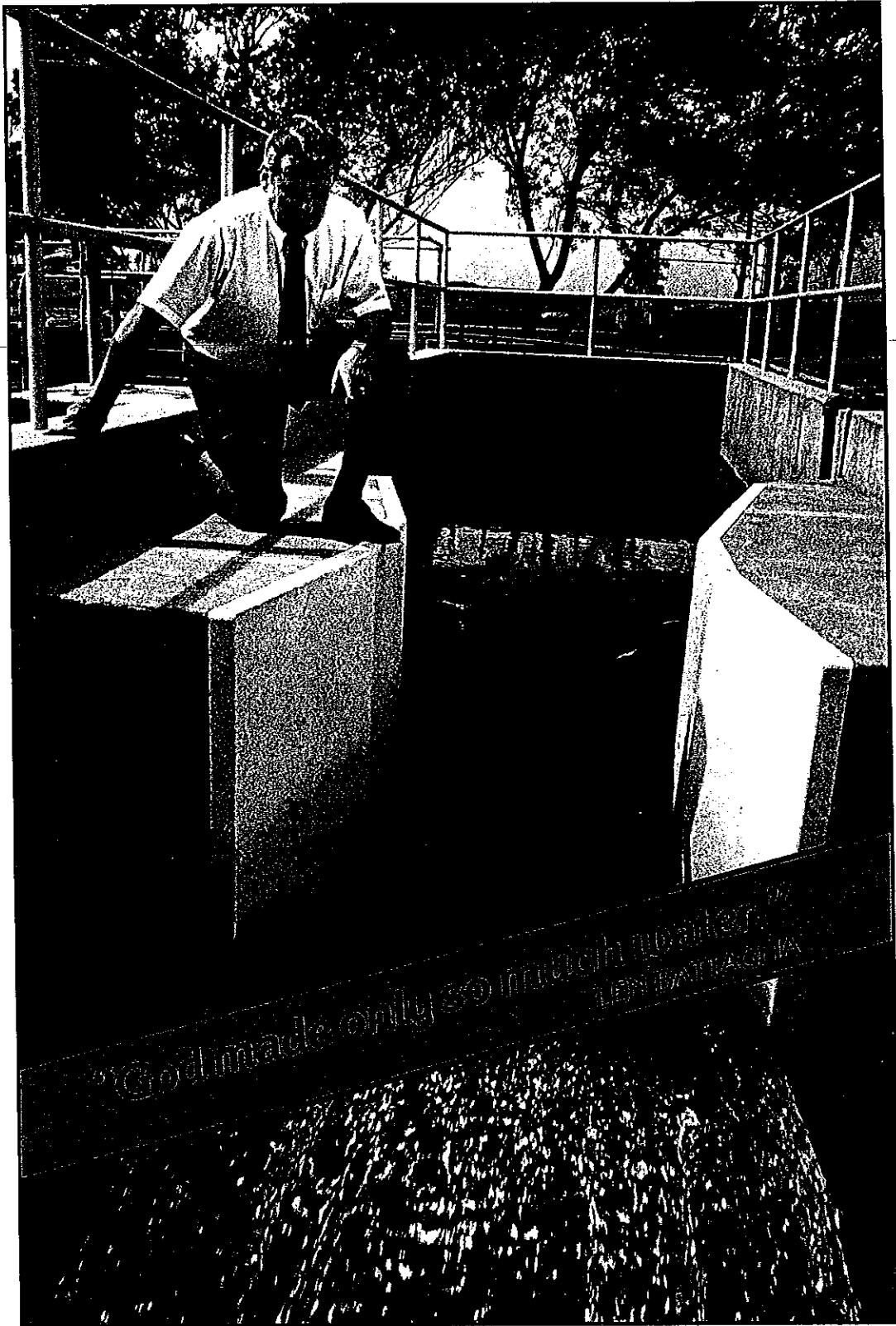
Statement of Qualifications

1. Served on the Contra Costa County Solid Waste Commission for three years, dealing with landfill and garbage issues.
2. First national award given by AMSA (the Association of Municipal Sewerage Agencies) to a director of a wastewater district serving 250,000 people or fewer. The award was presented to me at their headquarters in Washington, D.C.. Considering the number of small districts in the United States (thousands and thousands), this award was very special. I received many letters from Congress, senators and heads of state complementing me. My entire board joined in this event because in working as a team, our efforts made it happen. The West County Wastewater District, in turn, presented to them our "Big Picture" Award for going beyond the big municipalities (Los Angeles, Chicago, New York, etc.) and recognizing small districts. Our award was the first to land on the walls of their new office in Washington, D.C.
3. Served as a Contra Costa Planning Commissioner for eleven years, which deals with issues similar to LAFCO's role, such as cemeteries, urban limit lines, fire and police issues, traffic, housing development, wastewater, recreation and parks, etc. This commissioner's job allowed me to become totally familiar with all of Contra Costa County.
4. Elected for thirty-five years as a director of the West County Wastewater District. Reelected in November of 2010 for four more years.

This district is one of the top districts in the state. We take pride in the following accomplishments:

- A) One of the lowest sewer-use charges in the state.
- B) We have been bond debt-free since 1998.
- C) We have not had a discharge violation in over 100 months.
- D) We supply our discharge water to East Bay MUD and then on to Chevron for their cooling towers, which saves about five million gallon a day of drinking water.
- E) Recently completed installation of over one thousand solar panels, on a four-position base, which process electricity for over 35% of our use. This technology is the biggest of its kind in the world and was installed at no cost to our taxpayers.

With my years of service and experience, I know I can contribute a great deal to the LAFCO Commission. I would welcome your vote.



Working with East Bay MUD, The West County Waste Water District, sends about 4 million gallons of recycled water a day to Chevron for their cooling towers. This saves that much drinking water.



From Jet Fighter Pilot during The Korean and Vietnam era, to a Business man in El Sobrante has been an extension of my life's dream.

This journey has also allowed me to become a Director of the West County Waste Water District for over 35 years.

Here I worked with a Board of Directors to help develop processes to eliminate untreated pollution from going into the Bay.

GEORGE H SCHMIDT

3701 Painted Pony Rd., Richmond, CA 94803

BigGeorge8@aol.com ph (510) 222-1320

December 2010

TO: Independent Special Districts of Contra Costa County

My name is **GEORGE H. SCHMIDT**. I have been serving as the Independent Special District alternate on the Contra Costa LAFCO since I was first elected in December 1998. I have regularly attended annual CALAFCO conferences since then. I am asking for your District's vote to elect me as the Contra Costa Special Districts Association regular member on LAFCO to fill the regular seat vacated by David Piepho

Since being elected a WCWD Board member in November 1992 I have regularly attended California Association of Sanitation Agency (CASA) Conferences, Contra Costa Special District Association (CCSDA) quarterly meetings, Sanitation and Water Agency quarterly meetings and the California Special Districts Association Annual meeting in order to keep up with Special District concerns. As you know Independent Special Districts are often a target for take over or consolidation to become dependent as a means to gain access to their reserve funds. Maintaining experienced Special District representatives on the Contra Costa LAFCO is essential to deal with this ongoing problem.

As a 42 year resident of Richmond and Contra Costa County I have spent countless hours, working on Committees for the betterment of my community. I have had a lifelong interest in City and area planning. I am interested in and believe in reasonable growth and development. I am most familiar with West County issues. However, having served as one of your representatives on the Contra Costa LAFCO for the past 12 years I have learned much about the issues facing Central and East County.

As your regular representative on LAFCO I will continue to spend the time necessary to learn the issues, including discussions with those affected by LAFCO decisions, I will strive to be objective in reaching decisions on annexations and other matters that come before LAFCO.

I believe my background and work experience makes me an ideal candidate for this position as an Independent Special District regular member on LAFCO. As an *elected board member of an Enterprise District*, I have no ties with City or County officials that will unduly influence my vote.

GEORGE H. SCHMIDT
Director, West County Wastewater District

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

RESOLUTION 2011-01

RESOLUTION OF THE KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT EXPRESSING ITS SUPPORT OF THE WCCUSD GENERAL WAIVER REQUEST OF THE STATUTORY BONDING CAPACITY

WHEREAS, the West Contra Costa Unified School District serves to educate the children of the Kensington; and,

WHEREAS, Kensington requires quality schools capable of serving its children and their families; and,

WHEREAS, the residents of Kensington are beneficiaries of the District's \$1.3 billion facility improvement program that began in November 2000 because the purpose the program is to bring all District facilities to a common standard with regard to seismic/structural safety, upgrades to building systems, new classrooms, technology upgrades, and safety/security; and,

WHEREAS, the West Contra Costa Unified School District's bond program has renovated and/or rebuilt schools that serve the children of Kensington including Kensington Hilltop School and El Cerrito High School with plans for a new Portola Middle School underway; and,

WHEREAS, the West Contra Costa Unified School District's bond program has broad community support as evidenced by the four successful bond elections that the District has held since November 2000, including 2010 Measure D – a \$380 million bond authorization approved by 63% of voters in June 2010 and 73% of Kensington voters; and,

WHEREAS, California Education Code limits the amount of bonds that a unified school district can have outstanding to 2.5% of its then-current assessed valuation, but that the State Board of Education has the authority to waive this limitation and has done so many times in the past; and

WHEREAS, residents of Kensington will benefit from the planned rebuilding of the Portola Middle School which will be significantly delayed if the waiver limit is not approved by the State Board of Education; and,

WHEREAS, because the bonding capacity limitation is based on assessed value, school districts that are the same size as West Contra Costa Unified in more affluent areas have much larger bonding capacities and that in some cases the disparity produces bonding capacities that are as much as two to five times the bonding capacity of West Contra Costa Unified; and,

WHEREAS, by providing for voter input and by limiting tax rate impact, Proposition 39 provides significant taxpayer protection and that the West Contra Costa Unified School Board has acted in good faith regarding its political and legal commitment to taxpayers even in the face of difficult economic circumstances; and,

WHEREAS, there have been thirty-five separate tax rates that have been established on behalf of the West Contra Costa Unified School District bond program over the past twelve years in connection with four separate bond authorizations and that each of those thirty-five tax rates have been below targeted maximums.

WHEREAS, the District's financing plan indicates that, assuming that a waiver is granted and that the District can move forward under its proposed plan, the District will be able to issue all \$380 million of 2010 Measure D bonds without causing tax rates to exceed the targeted maximums and that the District Board of Education will consider adjusting the pace and structure of the bond issues in order to meet these tax rate targets.

NOW, THEREFORE, BE IT RESOLVED that Kensington Police Protection & Community Services District does hereby support the West Contra Costa Unified School District's application to the State Board of Education for a waiver of the Statutory Bonding Capacity.

Passed and Adopted by the Board of Directors of the Kensington Police Protection & Community Services District on Thursday, January 13, 2010 by the following vote:

Ayes: Noes: Absent:

Charles Toombs

Board President _____

Attest: Secretary _____

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

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

I. KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES DISTRICT

A. KPPCSD agrees to maintain in good condition and repair the Kensington Community Center (Youth Hut), tennis courts and such other recreation property, in and about these facilities, over which it exercises ownership or control (the Park and Recreation Property). KPPCSD's maintenance obligations shall include providing general maintenance of the Recreational Improvements as well as providing janitorial and gardening KPPCSD services, building supplies, utilities and other items listed in Article I of the Objectives attached hereto as Exhibit A for the Community Center, Tennis Courts and the Kensington Park grounds. KPPCSD agrees to provide property insurance coverage on the improvements on the Park and Recreational Property. At this time KPPCSD cannot provide liability insurance covering KCC's recreation and educational programs for the reasons described in the letter from the Special District Risk Management Authority dated April 20, 1998. In the event of a casualty to the Park and Recreation Property which substantially interferes with the recreation program or continued operation of the Park and Recreation Property, either party may terminate this Agreement by giving written notice to the other party.

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

II. KENSINGTON COMMUNITY COUNCIL

A. KCC agrees to maintain a program of recreational and educational activities on the Park and Recreation Property. KCC shall be entitled to set and retain all of the fees and income from its recreation program. KPPCSD will provide water, garbage service and roof maintenance only.

B. KCC shall pay an annual fee of \$12,000 per year, payable in two equal installments due on June 15th and December 15th of each year, for the use of the Community Center, tennis courts, and park grounds and facilities. KCC shall pay \$1.00 per year, payable on June 15th of each year, for the use of Building "E" for educational programs only. In addition, KCC shall be responsible for all interior and exterior maintenance, janitorial services and supplies, and utilities for Building "E".

C. KCC agrees to maintain a general liability insurance policy covering KCC's activities

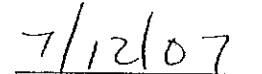
occurring at the Park and Recreation Property. This policy shall cover KCC, its employees, directors and such other persons as KCC shall determine and shall have minimum bodily injury liability limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit and a property damage liability limit of \$50,000. KPPCSD shall be named as an additional insured on the policy and current certificates evidencing such insurance shall be delivered to KPPCSD.

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

This agreement shall commence as of July 1, 2007 and continue thereafter for each twelve-month period unless either KPPCSD or KCC give written notice of intent to terminate or alter the agreement. Any such notice must be given in writing and at least forty five (45) days prior to commencement of the next fiscal year.

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


For KENSINGTON COMMUNITY SERVICES DISTRICT


DATE


For KENSINGTON COMMUNITY COUNCIL



DATE

EXHIBIT A

OBJECTIVES OF KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES

DISTRICT AND KENSINGTON COMMUNITY COUNCIL

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

I. KENSINGTON POLICE PROTECTION and COMMUNITY SERVICES DISTRICT

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

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

II. KENSINGTON COMMUNITY COUNCIL

- A. To recommend, develop and implement recreational and educational programs that promote the general welfare of the community of Kensington.
- B. To supervise programs, with the aid of the Recreation Administrator.
- C. To furnish volunteers to work with the Recreation Administrator.
- D. To work with KPPCSD in meeting the needs of programs for the citizens of Kensington.
- E. To maintain the interior and exterior of the facility known currently as Building "E" in a good, safe and usable condition with the exception of the roof.
- F. To maintain recreation supplies.
- G. Be responsible for setting up the programs and hiring personnel for all programs. The

office hours for the Administrator shall be set by the KCC. The Recreation Administrator shall meet regularly with the KPPCSD to report on the status of the programs.

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

I. Coordinate with the Park and Facilities Administrator in scheduling events. The KPPCSD Park and Facilities Administrator shall be responsible for seeing that the facility users obtain the required insurance coverage, liquor licenses, etc. explain procedures and issue keys to facility users

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

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

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

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

4/10

AGREEMENT BETWEEN KENSINGTON COMMUNITY SERVICES DISTRICT AND
KENSINGTON COMMUNITY COUNCIL FOR RECREATION PROGRAM SERVICES &
COMMUNITY CENTER MAINTENANCE

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

I. KENSINGTON COMMUNITY SERVICES DISTRICT

1. KCSD agrees to maintain in good condition and repair the Kensington Community Center (Youth Hut), Annex, tennis courts and such other recreation property, in and about these facilities, over which it exercises ownership or control (the Recreation Property). The Recreation Property does not include the improvements known as "Building E", which will be covered by a separate agreement between the parties. KCSD's maintenance obligations shall include providing general maintenance of the Recreational Improvements as well as providing janitorial and gardening services, building supplies, utilities and other items listed in Article I of the Objectives attached hereto as Exhibit A.

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

3. Any payments received by KCSD from KCC under paragraph II.6, below, that are in excess of actual expenditures by KCSD on account of its maintenance obligations under paragraph I.1, above, for that fiscal year (defined as July 1 to June 30 of each year) shall be placed by KCSD in a restricted fund and used solely for the benefit of the Recreation Property. Such funds may be used to cover expense shortfalls in future years or for repairs and improvements to the Recreation Property.

4. KCSD will pay to KCC \$6,000 of the rental revenue received from the rental agreement with the Neighborhood Pre-School. Such payment shall be in installments payable at such times and in such amounts consistent with past practices.

II. KENSINGTON COMMUNITY COUNCIL

1. KCC agrees to maintain a program of recreational and educational activities on the Recreational Property and to hire a Recreation Administrator to oversee the programs. The

duties of the KCC and Recreation Administrator in connection with the recreation program are more particularly set forth in Articles II and III of the Objectives attached hereto as Exhibit A. KCC shall be entitled to set and retain all of the fees and income from its recreation program.

2. KCC agrees to work with KCSD in regular inspections of the KCSD buildings and facilities and advise KCSD of needed repairs and improvements.

3. KCSD shall be entitled to set and retain all rental/use fees in connection with the Recreation Property. However, KCC shall not be charged a rental/use fee for conducting its recreation program. KCC agrees to collect, deliver to KCSD and otherwise account for all rental/use fees it collects on behalf of KCSD for use of the Recreation Property. The KCC Recreation Administrator shall schedule events, explain procedures and issue keys. KCSD shall be responsible for seeing the facilities users obtain the required insurance coverage, liquor licenses, etc. Rental/use income shall be delivered to the District Secretary upon the completion of the rental/use.

4. KCC agrees to maintain a general liability insurance policy covering KCC's activities occurring at the Recreation Property. This policy shall cover KCC, its employees, directors and such other persons as KCC shall determine and shall have minimum bodily injury liability limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit and a property damage liability limit of \$50,000. KCSD shall be named as an additional insured on the policy and current certificates evidencing such insurance shall be delivered to KCSD.

5. When grant funds are available, KCSD and KCC will work together to discuss how the funds can best be used to benefit the recreation programs, buildings and grounds.

6. In consideration of KCSD providing the Recreation Property and maintaining the same, KCC agrees to pay KCSD 5% of its gross annual Recreation Expenses for the prior fiscal year. As used herein, Recreation Expenses means KCC's actual expenses under the categories "Administrative" (less \$3,500 of administrative expenses attributable to the *Outlook*), "Fundraising Events", "KCC Classes", "KASEP Classes" and "Day Camp". For the fiscal year ended June 30, 1998, the Recreational Expenses totaled \$158,942; therefore, the 5% payment for fiscal year 1998-99 will be \$7,947. Payments will be made in equal installments on December 15 (commencing on December 15, 1998) and June 15 of each fiscal year. If this Agreement is terminated for any reason during a fiscal year, such payment shall be prorated to the date of termination.

This agreement shall commence as of July 1, 1998 and continue thereafter for each twelve-month period unless either KCSD or KCC give written notice of intent to terminate or alter the agreement. Any such notice must be given in writing and at least forty five (45) days prior to commencement of the next fiscal year.

It is the intent of both KCSD and KCC that this Agreement be reviewed following one year of operation of Building E. Furthermore, it is the intent of both KCC and KCSD that the

SP

use of Building E and the other Recreation Property will be consolidated into a single agreement in the following fiscal year.

for KENSINGTON COMMUNITY SERVICES DISTRICT

DATE

for KENSINGTON COMMUNITY COUNCIL

DATE



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

2400 Venture Oaks Way, Suite 460
Sacramento, CA 95833-3291

Board of Directors

(President)

Ken Sonksen
Sanger-Del Rey CD
568 S. Rainbow
Sanger, CA 93657
(209) 787-2267

(Vice-President)

Earl F. Sayre
Trinity County WD #1
P.O. Box 1152
Hayfork, CA 96041
(916) 628-5512

(Secretary)

Joseph C. Martin
Rossmoor/Los Alamitos
Area Sewer District
P.O. Box 542
Los Alamitos, CA 90720
(562) 596-6064

Carol E. Bartels
Riverside-Corona RCD
P.O. Box 1213
Riverside, CA 92502
(909) 683-7500

Dewey L. Ausmus
North County CD
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Escondido, CA 92027
(760) 745-1781

David Aranda
Stallion Springs CSD
28500 Stallion Springs Drive
Tehachapi, CA 93561
(805) 822-3268

Kit Carter
Heritage Ranch CSD
4870 Heritage Ranch Road
Paso Robles, CA 93446
(805) 227-6230

Executive Director/
Risk Manager
James W. Towns, ARM

April 20, 1998

James M. Bray, General Manager
Kensington Community Services District
217 Arlington Avenue
Kensington, CA 94707

Dear Jim:

This is in response to your inquiry on coverage of recreational activities. You stated that the KCCSD Board provides approval of activities to be held in district-owned facilities as proposed by the KCC, a separate community entity. The KCC actually has full control of both the activities and staffing. While the district (KCCSD) is insured under SDRMA policies, the KCC is not.

The question in this arrangement is who is responsible should there be a loss? Should the district take responsibility for activities over which it exercises no control, other than approving the use of district facilities, or should the KCC provide indemnification and coverage to the district for such use? Prudent risk management dictates the latter.

You also asked as to the coverage status of class instructors engaged by the KCC. Inasmuch as the instructors are in the "employment" (volunteer or otherwise) of KCC and not the district, SDRMA coverage would not respond to a loss unless the District was also named, and then only to the extent of the District's liability. The District's coverage would respond to losses resulting from claims of improper maintenance, unsafe property conditions, errors or omissions by district personnel, etc. However, referring back to paragraph two, KCC should provide the district with indemnification for its use of the facilities.

Jim, as long as KCC operates as a separate entity, SDRMA and the District cannot be expected to cover liability created by its activities.

I hope this answers your questions. It may not be a popular answer, however this is the likely scenario should a claim arise as a result of KCC's activities in District facilities.

Sincerely,

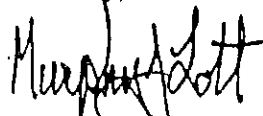

Murphy J. Dott
Los Control Officer

EXHIBIT A

OBJECTIVES OF KENSINGTON COMMUNITY SERVICES DISTRICT

AND KENSINGTON COMMUNITY COUNCIL

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

I. KENSINGTON COMMUNITY SERVICES DISTRICT

1. To make available to KCC and Kensington residents the Community Center (Youth Hut), Annex, tennis courts, and such other recreation property as determined by the KCS D Board.
2. To maintain these recreation facilities in safe, usable condition.
3. To be responsible for inventory of property owned by KCS D on its grounds and its facilities.
4. To maintain janitorial supplies and gardening supplies.
5. To advise KCC of potential grant funds and cooperate with KCC in writing grant proposals.
6. To maintain its existing policy and financial commitment to recreation and education.

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

II. KENSINGTON COMMUNITY COUNCIL RECREATION ADMINISTRATOR:

1. To set up facilities and schedules for KCC programs.
2. To maintain a phone on scheduled days and hours for KCC.
3. To advise KCS D and KCC of the need to maintain the facilities.
4. To advise KCC of the need and maintenance of equipment on KCS D grounds and in KCS D facilities.
5. To be responsible for inventory of KCC property and equipment on KCS D grounds and in KCS D facilities.

III. KENSINGTON COMMUNITY COUNCIL

1. To recommend programs and put on the recreation programs.
2. To supervise programs.
3. To furnish volunteers to work with the Recreation Administrator.
4. To work with KCSD in meeting the needs of programs for the citizens of Kensington.
5. To maintain recreation supplies
6. KCC, through its Recreation Administrator, shall be responsible for setting up the programs and hiring personnel for all programs. The office hours for the recreation programs shall be set by KCC.
7. The Recreation Administrator shall report any damage, repairs or problems with the recreation facilities described in section I, item 1 to the General Manager of the District for repairs.
8. The Recreation Administrator shall schedule events, explain procedures and issue keys to facility users. KCSD shall be responsible for seeing the facilities users obtain the required insurance coverage, liquor licenses, etc. Rental income shall be given to the District Secretary upon the completion of the rental.

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

DRAFT Scope of Work
Dec 1, 2010 – Parks Building Committee Mtg

REQUEST FOR PROPOSALS (RFP)

Specification No. XXXX
FOR
KENSINGTON PARK BUILDINGS
INTEGRATED BUILDINGS REMODELING PLAN

Dear Proposer:

The Kensington Police Protection and Community Services District (KPPCSD) is soliciting Proposals from qualified firms or individuals to provide professional services to evaluate potential repairs and future uses of three buildings located in Kensington Park, Kensington, California.

The project scope, Proposal contents, and the consultant selection process are summarized below. **Proposals must be received no later than *add date and time*.** Proposals must be in a sealed envelope and have “**KENSINGTON PARK BUILDINGS**” clearly marked on the envelope. Please submit one original and four (4) copies of your Proposal, by mail or hand delivery, to: Request for Proposals.

Add address here

Proposals will not be accepted after the date and time stated above. KPPCSD is not responsible for delayed deliveries due to mailing. Submission of a proposal shall constitute a firm offer to the District for ninety (90) days from the submission deadline for Proposals.

For questions concerning the anticipated work, or scope of the project, please **contact Greg Harman, General Manager**, via email at *xxxxx* no later than *date and time*. A pre-proposal meeting has been scheduled for *date and time*, at the *select location* to discuss details of the project and answer any questions. Answers to all questions from proposers, and any addenda, will be circulated to all recipients of this RFP by email.

We look forward to receiving and reviewing your Proposals.

Sincerely,

Greg Harman,
General Manager

BACKGROUND and INTRODUCTION

The Kensington Police Protection and Community Services District (KPPCSD) is seeking Proposals from qualified firms or individuals to assess the best uses for three buildings located in the Kensington Community Park known as the Community Center, Building E, and the Annex (not currently in use). Services to be provided include a professional assessment of the current physical state of the three buildings, recommended repairs, estimates for the cost of the repairs, financial evaluation of the current uses of the buildings, and recommendations for alternate uses of the buildings. KPPCSD seeks recommendations that address the physical needs of the structures, the desired community programs, and financial realities to balance expenses with revenue.

II. SCOPE OF SERVICES

The selected firm will be responsible for providing the following:

1. Evaluation of the physical condition of the three buildings based on existing information, and identification of repairs required to achieve regulatory compliance (seismic/ADA, etc.).
2. Assessment of uses the buildings could serve, taking in to consideration community input, local demographics, and size and location of buildings.
3. Proposed renovations and/or new construction that could be conducted to improve the buildings to meet community needs (including provision of conceptual diagrams).
4. Comparison of costs associated with proposed renovations or new construction, including annual capital replacement cost projections.
5. Comparison of projected revenue generation for each potential use for the buildings.

III. PROPOSAL CONTENTS

All Proposals shall include the following information:

1. Consultant Identification:

Provide the name of the individual or firm submitting the Proposal, the principal place of business, and the name and telephone number of the contact person.

2. Project Team:

Please list individuals that you will assign to this project. Provide the professional

background of each individual and the role they will play on the project. Please highlight experience with any of the following: a) planning, designing or construction of similar recreational or community facilities; b) conducting meetings with the public; and c) conducting community outreach.

3. Client References:

Provide a minimum of three (3) client references. References should be California cities or other public sector entities. Provide the designated person's name, title, organization, address, telephone number, and a brief description of the work provided.

4. Project Understanding and Approach:

Briefly discuss your proposed approach and methodology, work plan and timeline to complete the project.

5. Fee Structure.

Please submit a total all-inclusive sum, including expenses, for the work outlined in this RFP. Please provide hourly rates for key personnel, which shall remain in place for the duration of the contract.

IV. CONSULTANT SELECTION PROCESS:

The Proposals will be evaluated based on the following factors:

A.	Qualifications and experience of personnel assigned to the project:	30%.
B.	References and ability to meet project deadline:	20%
C.	Project understanding, approach, methodology and work plan:	20%
D.	Fee for services:	30%

KPPCSD reserves the right to request additional information to clarify the Proposals and to conduct interviews. KPPCSD may negotiate the terms and conditions of the contract with the highest ranked firm. If negotiations are unsuccessful, KPPCSD will terminate the negotiations with that firm and may open negotiations with the next highest ranked firm. If negotiations with this firm are also not successful, KPPCSD may repeat the negotiation process with the next highest ranked firm or, at its sole discretion, KPPCSD may reject all remaining Proposals.

This Request for Proposals does not commit KPPCSD to awarding a contract, to paying any costs incurred in the preparation of the Proposal for this request, or to procuring or contracting for services. KPPCSD reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable to KPPCSD's interest in its sole discretion, and to waive irregularities in the procedures. KPPCSD further reserves the

right to reject all Proposals and seek new Proposals when such procedure is considered by it to be in the best interest of KPPCSD.

V. PROFESSIONAL SERVICES AGREEMENT

The firm selected by KPPCSD to perform the services outlined in this RFP will be required to execute an Agreement for Professional Services with KPPCSD. The general form of which is attached as Exhibit 1 so that potential Proposers have an opportunity to review the terms and conditions that will be included in the Agreement. If a Proposer desires any modifications to the form of Agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

Your attention is directed to Section 12 "Insurance," of the Professional Services Agreement for types and amounts of insurance that the Consultant will be required to maintain under the Agreement with KPPCSD.)

VI. SCHEDULE (dates are subject to change)

RFP Issued	XXX, 2010
Proposals due	XXX, 2011
Proposal Evaluation/Negotiation	XXX, 2011 through XXX, 2011
Award of Contract	XXX, 2011
Complete Project	XXX, 2011

Thank you for your interest in working with KPPCSD for this service. We look forward to receiving your submission.

Attachments:

1. Agreement for Professional Services

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. ???,
KENSINGTON PARK BUILDINGS INTEGRATED REMODELING PLAN

THIS AGREEMENT is made as of the _____ day of _____, 2011, by and between the KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with an integrated building remodeling plan for three buildings in the Kensington Community Park, relative to Request for Proposals (RFP) No. ???, Integrated Buildings Remodeling Plan; and

WHEREAS, the District has issued an RFP dated _____, 2011, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated _____, 2011, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. SCHEDULE AND TIME OF COMPLETION

The Consultant shall commence work upon the District's issuance of a written notice to proceed and, unless the Agreement is terminated sooner pursuant to Section 19, shall complete all work BY _____.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who may possess similar qualifications and experience for this position.

5. COMPENSATION

The Consultant agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant. The hourly rate by personnel category shall be as set forth in Exhibit B. The District will pay the Consultant in accordance with Section 13.

6. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the District's _____ and the Consultant's _____.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District: Kensington Police Protection and Community Services
District
???
???
Attention: Greg Harman, General Manager

If to the Consultant: _____

Attention: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. **OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. **CONFIDENTIALITY**

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

9. **USE OF SUBCONTRACTORS**

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Consultant shall be

solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. **CHANGES**

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. **RESPONSIBILITY; INDEMNIFICATION**

The Consultant shall indemnify, keep and save harmless the District and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the District or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

12. **INSURANCE**

A. **Types of Insurance**

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to

the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its subconsultants to procure and maintain, at the Consultant's (or its subconsultant(s)) sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

1) Commercial General Liability Insurance

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all

motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

B. General Insurance Requirements

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2) Procure and Maintain Insurance

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Consultant or subcontractor is not a named defendant in the lawsuit.

C. Evidence of Insurance and Endorsements

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

13. MANNER OF PAYMENT

The Consultant shall submit progress billings, at the end of each month. Charges will be based upon services performed during the billing period. The billing statement will describe the charges related to the component work performed, as specified in Exhibit B. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONSULTANT'S STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent

Consultant, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

15. **ASSIGNMENT**

The Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

16. **DISTRICT WARRANTIES**

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. **DISTRICT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

18. **DISPUTE RESOLUTION**

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

19. **TERMINATION**

The District shall have the right to terminate this Agreement at any time by cause or by convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

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20. CONFLICT OF INTEREST

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a Consultant of the District is subject to the same conflict of interest prohibitions that govern District employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, Consultant and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Consultant may be required to publicly disclose financial interests under the District's Conflict of Interest Code. Upon receipt, the Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by the District.

No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Consultant by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The Consultant shall not engage the services of any subcontractor or independent Consultant on any work related to this Agreement if the subcontractor or independent Consultant, or any employee of the subcontractor or independent Consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Consultant becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the

Consultant immediately shall provide the District with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, the District becomes aware of an organizational conflict of interest in connection with the Consultant's performance of the work hereunder, the District shall similarly notify the Consultant. In the event a conflict is presented, whether disclosed by the Consultant or discovered by the District, the District will consider the conflict presented and any alternatives proposed and meet with the Consultant to determine an appropriate course of action. The District's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the Consultant must maintain lists of its employees, and the subcontractors and independent Consultant used and their employees. The Consultant must provide this information to the District upon request. However, submittal of such lists does not relieve the Consultant of its obligation to assure that no organizational conflicts of interest exist. The Consultant shall retain this record for five (5) years after the District makes final payment under this Agreement. Such lists may be published as part of future District solicitations.

The Consultant shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The Consultant shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the Consultant to damages incurred by the District in addressing organizational conflicts that arise out of work performed by the Consultant, or to termination of this Agreement for breach.

21. **ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

22. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

23. **NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

24. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

25. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

26. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**FOR KENSINGTON POLICE
PROTECTION AND COMMUNITY
SERVICES DISTRICT:**

FOR CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Attorney for the District

** If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*