

## SECTION 2 - CORE COMPETENCIES

Core competencies are skills, capabilities and responsibilities that are essential for the success of the GM/COP. Many of the core competencies are outlined in the GM/COP job description. Core Competency dimensions are identified in nine (9) categories with seventy-two (72) sub-factor ratings to help define the primary nine (9) categories.

**REMEMBER:** This Position has two important and distinct roles.

- **Chief of Police:** Providing Executive Leadership for Police Services
  - **General Manager:** Providing Administration and Management for District Operations.
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### 2.1 Financial Management

Sound financial management is one of the most critical responsibilities of the GM/COP. The GM/COP must insure that solid budgeting and accounting systems and appropriate financial controls and risk management strategies are in place. Achieving budget targets is a very important factor in performance assessment. The Board is responsible for supporting the GM/COP with a Finance Committee and Appropriate Professional Financial Resource.

#	Core Competency	1	2	3	4	5
1	Plans, organizes, prepares, and presents the annual budget with adequate documentation and support information to enable Directors to make informed fiscal policy decisions.					
2	Performs competitive analysis of District's operating benchmarks versus industry standards					
3	Makes sound financial decisions and takes effective corrective action as required to control costs and achieve budget goals					
4	Monitors monthly budget and other financial statements, and makes accurate monthly financial reports and projections to the Board					
5	Develops and implements effective strategies for generating budgeted revenue					
6	Ensures that the budget addresses the Board's goals and objectives					
7	Ensures that Supervisors are aware of budget requirements and are effectively managing costs					
	<b>Overall Financial Management Rating</b>					

**Comments and Observations:**

## 2.2 Organization Management

The GM/COP has overall responsibility for the day-to-day operations of the Police Department and District. These responsibilities include developing, maintaining and using all systems and resources that facilitate the effective operation of police service delivery, District Park and Recreation and Solid Waste Handling and Disposal.

#	Core Competency	1	2	3	4	5
1	Develops, maintains and administers a sound organizational structure and plan, and initiates improvements as necessary					
2	Plans and organizes on-going service delivery systems to assure efficient and effective services to Kensington Community					
3	Maintains knowledge of current and innovative trends, technologies, and systems provided by local government and incorporates that knowledge into program research and recommendations.					
4	Plans and organizes responses to public requests and complaints or areas of concern that are brought to the attention of the GM/COP					
5	Anticipates and recognizes future needs and problems and plans accordingly					
6	Ensures that appropriate administrative systems, technology and procedures are in place to effectively manage the District					
7	Ensures that District Sergeants effectively schedule, supervise and direct the work of all District employees including handling all personnel-related matters including compensation, job changes, performance evaluation, discipline etc.					
<b>Overall Organization Management Rating</b>						

**Comments and Observations:**

### 2.3 Board Relations

The GM/COP has a responsibility to provide a high degree of leadership for the Board and its committees. Part of that leadership responsibility is to help the Board remain focused on governance and long-term planning. In order to do so, the Board must have confidence and trust that the GM/COP is effectively managing all aspects of the District's operations. Important is that the Board have displayed support for the GM/COP in pursuit of duties.

#	Core Competency	1	2	3	4	5
1	Plans, organizes, and follows through on work assigned by the District Board so that it is completed with timeliness and efficiency.					
2	Plans and organizes work involved in researching the Board's suggestions and reporting the results of the analyses.					
3	Helps the Board focus on highest priority topics that need Board attention and involvement rather than day-to-day management issues					
4	Orients new Board members and engages all Board members to ensure that everyone understands how the organization functions, and has information needed for informed decision making					
5	Keeps the Board apprised of the organizational climate and any issues that could affect the District's operations					
6	Serves as an articulate and effective spokesperson for the District with the membership and outside organizations that are of benefit to the District					
7	Administers the Board calendar to insure that the Board maintains compliance with critical milestone dates for Board action and personal Board Member mandated training.					
8	Carries out directives of the Board as a whole rather than those of any one Board Member					
9	Receptive to constructive criticism and advice					
10	Willing to try new ideas proposed by District Board Members or Staff.					
<b>Overall Board Relations Rating</b>						

**Comments and Observations:**

114

## 2.4 Planning and Coordination

Assisting with planning and coordination of Board and committee activities is a very important leadership responsibility of the GM/COP. The GM/COP is expected to be a partner with the Board, and to assist the Board in achieving both its short and long-term goals.

#	Core Competency	1	2	3	4	5
1	Works with the Board and its committees in developing a shared vision for the mission and vision of the District, and appropriate goals and strategies to advance the mission					
2	Helps the Board coordinate committee activities to ensure that they are in alignment with the Board's goals and committee charters					
3	Plans, develops and approves specific operational policies, programs, procedures, methods, rules and regulations in concert with general policies					
4	Provides necessary administrative support to ensure that committee activities are documented and communicated to the Board					
5	Creates and administers the annual Work Plan based on the District's (strategic / business) plan, input from committees, the GM's action items, and priorities established by the Board					
6	Keeps District Board members advised of new and pending legislation and development.					
7	Reports are generally produced through own initiative rather than when requested by the Board.					
8	Displayed outreach to community for experienced subject matter experts to help with District issues and affairs. (community volunteers with expertise)					
<b>Overall Planning and Coordinating Rating</b>						

**Comments and Observations:**

## 2.5 Services Management

The District exists for the delivery of services to its public constituents and partnerships. Quality of service is one of the major factors that determine whether the District is excellent or mediocre, and whether constituents are satisfied or dissatisfied. Accordingly, the concept of excellent service and its consistent delivery is a vital part of the GM/COP responsibilities. Areas involve, police services, park and recreation facilities, and solid waste.

#	Core Competency	1	2	3	4	5
1	Works with Department Managers / Sergeants to ensure the highest performance standards for District service delivery.					
2	Oversees the community education and/or public outreach programs to promote the District's services and facilities.					
3	Maintains high visibility and engages the employees so they feel confident that the GM/COP is committed to quality service delivery.					
4	Develops appropriate outreach and feedback mechanisms to properly assess that service delivery objectives are being met.					
	<b>Overall Service Management Rating</b>					

**Comments and Observations:**

## 2.6 Human Resources

The District is primarily a service-based operation. This entails hiring, training, developing and promoting qualified people to efficiently manage and operate the District. The GM/COP plays a key role in developing and sustaining Human Resource (HR) Policies that not only comply with Federal and State regulations yet meet the spirit of the District's HR philosophy. Due to the personnel resource involved, police operations are a significant element of this performance dimension. Functions include:

#	Core Competency	1	2	3	4	5
1	Maintains positive employee-employer relations and guides people so they work toward common objectives.					
2	Effectively selects, trains, and organizes employees.					
3	Addresses personnel problems and takes appropriate action when warranted					
4	Maintains an atmosphere in which employees enjoy working for the District Specifically the Police Department.					
5	Has developed a "friendly and informal relationship" with the work force, yet maintains the prestige and dignity of the Executive Manager.					
6	Ensures policies and procedures are uniformly enforced.					
7	Oversees employee salaries and benefits and where appropriate, contract negotiations and settlements as directed by the Board.					
8	Ensures that personnel policies are current and in compliance with Federal and State laws.					
9	Ensures the District complies with mandated personnel due process.					
<b>Overall Human Resources Rating</b>						

**Comments and Observations:**

## 2.7 Facility Management

The District's facilities, equipment and infrastructure are of prime importance and a major focus of the GM/COP responsibilities. The GM/COP is responsible for insuring that all of the District's physical assets are maintained in a manner that will maximize their useful life span and productivity.

#	Core Competency	1	2	3	4	5
1	Displayed work activity that ensure that appropriate standards for care and maintenance of physical assets are in place and being effectively implemented.					
2	Maintains asset records and replacement schedules; advises the Board and budgets for appropriate asset replacements and additions.					
3	Maintains inventory records and a thorough understanding of all of the District's real estate holdings and related issues, including regulatory, legal and related issues.					
<b>Overall Facility Management Rating</b>						

**Comments and Observations:**

## 2.8 Personal Leadership Qualities

Beyond the core functional responsibilities of the GM/COP, there are a number of additional leadership and interpersonal skills that are important to the success of the GM/COP.

#	Core Competency	1	2	3	4	5
1	Demonstrates a clear commitment to the District's mission, vision and values and engages others in advancing the mission of the District.					
2	Ensures that District employees who have public contact demonstrate a perception, attitude, and feeling of helpfulness, courtesy, and sensitivity.					
3	Motivates subordinates to create a team atmosphere and commitment to the organization.					
4	Composure, appearance, and attitude is fitting for an individual in this Executive position.					
5	Knowledgeable of current developments affecting the management field. Displayed through personal professional development.					
6	Demonstrates a sense of innovation and creativity.					
7	Anticipates problems and develops effective approaches for solving them.					
8	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their daily activities and collateral duties and programs					
9	Displayed Willingness to ask difficult questions and challenge organizational assumptions.					
10	Displayed dedication to the Kensington Community and its Citizens					
11	Skillful with the news media – avoiding political positions and partisanship					
12	Positively and effectively represents the District and its interests with other governmental jurisdictions or agencies.					
13	Maintains sufficient visibility, identity, and availability in the community.					
14	Seeks to continuously improve own skills and knowledge.					
	<b>Overall Personal Leadership Qualities Rating</b>					

**Comments and Observations:**



## 2.9 Interpersonal Skills

#	Core Competency	1	2	3	4	5
1	Does the Manager exhibit the proper skills to be easy to talk to: Listen to what is being said: Respond in a thoughtful, clear, and pointed manner.					
2	Are written communications clear, concise, formatted appropriately, and accurate.					
3	Effective problem solving skills.					
4	Good judgment in decision making.					
5	Ability to build trusting relationships.					
6	Ability to balance diverging and competing points of view. Being firm when convinced but not stubborn.					
7	Displayed ability to be decisive, to reach timely decisions and initiate action with out being compulsive.					
8	Demonstrates integrity and honesty in day-to-day relationships.					
9	Is practical and uses common sense.					
10	Demonstrates a positive attitude.					
<b>Overall Interpersonal Skills Rating</b>						

**Comments and Observations:**

**OVERALL PERFORMANCE RATING:**

#	CORE COMPETENCY OVERALL PERFORMANCE RATING	1	2	3	4	5
2.1	Overall Financial Management Rating					
2.2	Overall Organization Management Rating					
2.3	Overall Board Relations Rating					
2.4	Overall Planning and Coordinating Rating					
2.5	Overall Service Management Rating					
2.6	Overall Human Resources					
2.7	Overall Facility Management Rating					
2.8	Overall Personal Leadership Qualities Rating					
2.9	Overall Interpersonal Skills Rating					
<b>OVERALL CORE COMPETENCY PERFORMANCE RATING</b>						

**SUMMARY OF DIRECTOR COMMENTS**

**A. Positive Performance / Accomplishments of the GM/COP During this Rating Period. "Continue With and / or More Of"**

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**B. Opportunity for Improvement. "Less Of"**

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### SECTION 3 - NEW PERFORMANCE OBJECTIVES

Annual performance “objectives” are measurable goals and may include **organizational priorities** such as improving departmental performance, **leadership tasks** such as coordinating a strategic planning process, or **professional development goals** such as obtaining a professional certification or specific tasks that the GM/COP has been charged with accomplishing in a given year. They should be a “Critical Few Things”.

Focus should incorporate general direction of duties described in the GM/COP Job Description that include:

- General Administration
- District Affairs
- Police Department
- Solid Waste Handling and Disposal
- Park and Recreation Services

**TOTAL ANNUAL GOALS SHOULD BE NO MORE THAN “10”. ANY MORE, THEY ARE NO LONGER SIGNIFICANT**

#	Performance Goal Description
1	
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7	
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9	
10	MAXIMUM NUMBER OF GOALS

*122*

# ATTACHMENT

## D

### PERFORMANCE APPRAISAL BOARD FINAL DOCUMENT

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

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**Annual Goal Setting and Performance Appraisal Document**

**General Manager / Chief of Police**

**Board Final Document**

**July 1, 20\_\_ through June 30, 20\_\_**

## PERFORMANCE APPRAISAL SUMMARY

While the performance appraisal is meant to critique the GM/COP performance and what has been accomplished during the past review period, it is also a communications tool and a learning process whereby the District Board Members and the GM/COP can learn more about each other's expectations and where strengths and weaknesses exist in the relationship.

For this assessment it is important to "recognize and focus" on the GM/COP responsibilities of providing executive leadership as the Chief of Police, providing administrative direction and guidance for issues of public safety, and the role of General Manager for District operations.

This document is a tool to be used in two phases: it is a *planning* tool as well as an *assessment* tool. The GM/COP should be an integral part of both the planning and assessment phases. He/She must agree with the performance objectives, and make certain that the Board members understand what they must do to support the GM/COP in order to achieve the goals, to include an ongoing assessment and goal prioritization resulting from emerging issues facing the District. The GM/COP must also ensure that the Board has the information to fairly conduct an assessment, and provide the Board with his/her own evaluation and feedback on performance.

### **Phase 1 Annual Performance Goals: (Sections I and III)**

By the beginning of the "Fiscal Year", the Board and GM/COP must reach a clear understanding of expectations, goals and priorities for the GM/COP and/or Board. This is accomplished through review and update of this document. A list of specific and measurable tasks that the GM/COP has been charged with accomplishing for the previous fiscal year, (*section I*) and the establishment of goals for the next fiscal year, (*section III*). In general, these goals will change from year. They can be a combination of personal, professional, and District goals reflective of District priorities that are tied specifically to the budget planning process.

## **Phase II    Assessment / Core Competencies, (section II)**

Core Competencies Job Dimension Elements, “2.1” through “2.9”, are ongoing skills, capabilities, and responsibilities that are essential for the success of the GM/COP and are outlined in the GM/COP job description. In general, these elements should not change from year to year.

For this phase each question should receive a numerical score from 1 to 5”, with a “1” being weak and a “5” being strong as defined below. A comment section is included after each question and category.

- (1)    Unsatisfactory – Work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
- (2)    Improvement Needed – Work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.
- (3)    Meets Job Standard – Work performance consistently meets the standards of the position.
- (4)    Exceeds Job Standard – Work performance is frequently or consistently above the level of satisfactory, but has not achieved an overall level of outstanding performance.
- (5)    Outstanding – Work performance is consistently excellent when compared to the standards of the job.

### **Inclusive Rating Process:**

All Board members and the GM/COP will complete this document and provide comments and suggestions to the Board Review Committee. The Committee will then facilitate an executive session of the Board and upon feedback from the Board will prepare a final assessment for review with the GM/COP. Following review with the GM/COP the Board will deliberate in “open session” potential adjustment in GM/COP compensation. In the event the entire Board and/or GM/COP wish to discuss the evaluation in closed session this should be acknowledged and take place in a timely fashion.

## SECTION 1

### PREVIOUS ANNUAL PERFORMANCE GOALS

The assessment here is to simply display the goals from the previous Performance Appraisal and answer the question, whether or not the task has been completed as identified. The GM/COP should complete this Summary Response.

The following goals were for the rating period of \_\_\_\_\_ to \_\_\_\_\_

#	Performance Goal	Met	Not Met	Comment Partially Met
1				
2				
3				
4				
5				
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10				

**Comments and Observations:**



## SECTION 2 - CORE COMPETENCIES

Core competencies are skills, capabilities and responsibilities that are essential for the success of the GM/COP. Many of the core competencies are outlined in the GM/COP job description. Core Competency dimensions are identified in nine (9) categories with seventy-two (72) sub-factor ratings to help define the primary nine (9) categories.

**REMEMBER:** This Position has two important and distinct roles.

- **Chief of Police:** Providing Executive Leadership for Police Services
  - **General Manager:** Providing Administration and Management for District Operations.
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### CORE COPENTENCY RATING PERIOD SUMMARY:

*Section II summary overview completed by the Board Performance Review (Executive) Committee.*

## OVERALL PERFORMANCE RATING

#	CORE COMPETENCY OVERALL PERFORMANCE RATING	1	2	3	4	5
2.1	Overall Financial Management Rating					
2.2	Overall Organization Management Rating					
2.3	Overall Board Relations Rating					
2.4	Overall Planning and Coordinating Rating					
2.5	Overall Service Management Rating					
2.6	Overall Human Resources					
2.7	Overall Facility Management Rating					
2.8	Overall Personal Leadership Qualities Rating					
2.9	Overall Interpersonal Skills Rating					
	<b>OVERALL SUB-FACTOR RATING.</b> (Composite of all Sub-factor Ratings from all Nine Dimensions)					
	<b>TOTAL NUMBER OF OVERALL RATINGS BY DIRECTORS</b> (Total votes by Directors for Each of the Nine (9) dimensions)					
	<b>OVERALL RATING BY DIRECTORS</b> (one overall vote per Director)					

### Matrix Overview

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## 2.1 Financial Management

Sound financial management is one of the most critical responsibilities of the GM/COP. The GM/COP must insure that solid budgeting and accounting systems and appropriate financial controls and risk management strategies are in place. Achieving budget targets is a very important factor in performance assessment. The Board is responsible for supporting the GM/COP with a Finance Committee and Appropriate Professional Financial Resource.

#	Financial Management	1	2	3	4	5
	Overall Rating					

### Comments and Observations:

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## 2.2 Organization Management

The GM/COP has overall responsibility for the day-to-day operations of the Police Department and District. These responsibilities include developing, maintaining and using all systems and resources that facilitate the effective operation of police service delivery, District Park and Recreation and Solid Waste Handling and Disposal.

#	Organization Management	1	2	3	4	5
	Overall Rating					

### Comments and Observations:

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**2.3 Board Relations**

The GM/COP has a responsibility to provide a high degree of leadership for the Board and its committees. Part of that leadership responsibility is to help the Board remain focused on governance and long-term planning. In order to do so, the Board must have confidence and trust that the GM/COP is effectively managing all aspects of the District's operations. Important is that the Board have displayed support for the GM/COP in pursuit of duties.

#	Board Relations	1	2	3	4	5
	Overall Rating					

**Comments and Observations:**

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**2.4 Planning and Coordination**

Assisting with planning and coordination of Board and committee activities is a very important leadership responsibility of the GM/COP. The GM/COP is expected to be a partner with the Board, and to assist the Board in achieving both its short and long-term goals.

#	Planning and Coordinating	1	2	3	4	5
	Overall Rating					

**Comments and Observations:**

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## 2.5 Services Management

The District exists for the delivery of services to its public constituents and partnerships. Quality of service is one of the major factors that determine whether the District is excellent or mediocre, and whether constituents are satisfied or dissatisfied. Accordingly, the concept of excellent service and its consistent delivery is a vital part of the GM/COP responsibilities. Areas involve, police services, park and recreation facilities, and solid waste.

#	Service Management	1	2	3	4	5
	Overall Rating					

### Comments and Observations:

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## 2.6 Human Resources

The District is primarily a service-based operation. This entails hiring, training, developing and promoting qualified people to efficiently manage and operate the District. The GM/COP plays a key role in developing and sustaining Human Resource (HR) Policies that not only comply with Federal and State regulations yet meet the spirit of the District's HR philosophy. Due to the personnel resource involved, police operations are a significant element of this performance dimension. Functions include:

#	Human Resources	1	2	3	4	5
	Overall Rating					

### Comments and Observations:

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## 2.7 Facility Management

The District's facilities, equipment and infrastructure are of prime importance and a major focus of the GM/COP responsibilities. The GM/COP is responsible for insuring that all of the District's physical assets are maintained in a manner that will maximize their useful life span and productivity.

#	Facility Management	1	2	3	4	5
	Overall Rating					

### Comments and Observations:

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## 2.8 Personal Leadership Qualities

Beyond the core functional responsibilities of the GM/COP, there are a number of additional leadership and interpersonal skills that are important to the success of the GM/COP.

#	Core Competency	1	2	3	4	5
	Overall Personal Leadership Qualities Rating					

### Comments and Observations:

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## 2.9 Interpersonal Skills

#	Interpersonal Skills	1	2	3	4	5
	Overall Rating					

### Comments and Observations:

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## SUMMARY OF DIRECTOR COMMENTS

**A. Positive Performance / Accomplishments of the GM/COP During this Rating Period. "More Of"**

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**B. Opportunity for Improvement. "Less Of"**

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## SECTION 3 - NEW PERFORMANCE OBJECTIVES

Annual performance “objectives” are measurable goals and may include **organizational priorities** such as improving departmental performance, **leadership tasks** such as coordinating a strategic planning process, or **professional development goals** such as obtaining a professional certification or specific tasks that the GM/COP has been charged with accomplishing in a given year. They should be a “Critical Few Things”.

Focus should incorporate general direction of duties described in the GM/COP Job Description that include:

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- Park and Recreation Services

#	Performance Goal Description
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**Comments by the General Manager / Chief of Police: (optional)**

**Signatures:**

KPPCSD General Manager / Chief of Police

\_\_\_\_\_

Date: \_\_\_\_\_

President of the KPPCSD Board of Directors

\_\_\_\_\_

Date: \_\_\_\_\_

Vice President of the KPPCSD Board of Directors

\_\_\_\_\_

Date: \_\_\_\_\_

## **DISTRICT – OLD BUSINESS**

5. Director Tony Lloyd will provide an update on the KPPCSD Path Ad-Hoc Committee and will request the Board appoint a replacement participant to serve on the committee. Board Action.

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**KENSINGTON POLICE PROTECTION COMMUNITY SERVICE DISTRICT**

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**TO:** KPPCSD BOARD OF DIRECTORS  
**FROM:** KENSINGTON PATH AD HOC COMMITTEE  
**SUBJECT:** STATUS OF COMMITTEE ACTIVITIES A/O MAY 1, 2011  
**DATE:** 5/4/2011  
**CC:** GREG HARMAN GENERAL MANAGER

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KPPCSD Ad hoc Committee May April 28<sup>th</sup> Status Report

Written by R. W. Lloyd - Committee Chairman 05/02/2011 (Members - Gloria Morrison, Chris Schnellig, Bryce Nesbitt, Nicki Kaiser, Ray Barraza)

The KPPCSD Ad-hoc Path Committee was formed in February of 2011 to assess the reasonability and feasibility of the Service District assuming ownership of 15 pathways in Kensington. These paths are currently not owned parcels of land recorded in the Contra Costa County Inventory. Using resolution 2011-04 as their chartering document the Ad hoc Committee is investigating the legal and financial considerations of ownership as part of the Kensington Parks & Recreation Department of the Service District. They will make a recommendation for action to the KPPCSD Board sometime in the near future.

To date the committee has met three times and begun familiarity surveys of each of the paths, acquired historical record information on ownership, governance, liabilities, and financial considerations. The committee has also established communications linkages with key County Personnel (including Supervisor Gioia and his staff). Finally the committee has been developing a list of potential legal issue questions from which they are drafting a letter to the service district counsel for interpretation and response. I anticipate the committee will be in a position to make a recommendation to the KPPCSD of their findings in July of 2011.

In a related issue, Director Kosel notified the committee on May 1, 2011, that she has withdrawn from the committee membership. The Committee was established as part of the adoption of Resolution 2011-04 by the CSD Board at the February 2011 meeting. At that time Director's Lloyd and Kosel volunteered to serve on the committee with five Kensington resident volunteers and were confirmed.

The committee therefore seeks the Board's approval to fill the vacancy created by Director Kosel's departure with either another Board Director or Kensington Resident at our earliest opportunity.

<p>Please post in accordance with provisions of the Brown Act as part of the meeting regular agenda on the May 2011 board calendar.</p>
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## **DISTRICT - NEW BUSINESS**

1. General Manager Greg Harman will present to the Board for adoption Resolution 2011-10 of the Kensington Police Protection & Community Services District confirming the assessment and ordering the levy for the Kensington Park Assessment District for Fiscal Year 2011/2012. Board Action.

# Memorandum

Kensington Police Department



**To:** KPPCSD Board of Directors

APPROVED      YES      NO

**From:** Gregory E. Harman, General Manager

\_\_\_\_\_

**Date:** Thursday, May 05, 2011

FORWARDED TO:

\_\_\_\_\_

**Subject:** New Business Items #1 Resolution 2011-010 Ordering Park Assessment

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Every year, the Board needs to approve the resolutions prepared by NBS that initiate the process of collecting the park tax assessment pursuant to the Landscaping and Lighting Act of 1972 that established the Kensington Park Assessment District.

The first step of that process was the approval of Resolution 2011-07; the approval of the Annual Report for the Kensington Park Assessment District for Fiscal Year 2011/2012.

The total assessment to each dwelling unit is \$14.09, with a total of 2,182 parcels to be assessed.

The second step in the process was the approval of Resolution 2011-06; the initiating of proceedings for the levy and collection of the assessments for the Kensington Park Assessment District for Fiscal Year 2010/2011.

The third step was the approval of Resolution 2011-08; the Board's declaring its intention to levy and collect assessments for the Kensington Park Assessment District for Fiscal Year 2010/2011 and setting the public hearing for Thursday, May 12<sup>th</sup>, at 7:00 PM. Resolution 2011-08 was passed at the April 14<sup>th</sup> KPPCSD Board meeting and was published in the May 1<sup>st</sup> issue of the Outlook. This met the requirement that the May 12<sup>th</sup> meeting be noticed at least 10 days prior the public meeting date.

The final step in the process is the holding of the public meeting on May 12<sup>th</sup> and the approval of Resolution 2011-010.

Greg Harman  
General Manager

RESOLUTION NO. **2011-010**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT,  
CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR  
THE KENSINGTON PARK ASSESSMENT DISTRICT  
FOR FISCAL YEAR 2011/12**

The Board of Directors of the Kensington Police Protection and Community Services District (hereafter referred to as the "Board of Directors") does resolve as follows:

**WHEREAS**, the Board of Directors previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Kensington Park Assessment District (the "Assessment District"); and

**WHEREAS**, the Board of Directors has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

**WHEREAS**, the Board of Directors has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

**WHEREAS**, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

**WHEREAS**, at the time and place specified in the Resolution of Intention the Board of Directors conducted such hearing and considered all objections to the assessment.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS, AS FOLLOWS:**

1. **Confirmation of Assessment and Diagram:** The Board of Directors hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the Secretary.
2. **Levy of Assessment:** Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2011 and ending June 30, 2012.
3. **Ordering of the Levy:** The Board of Directors hereby orders NBS to prepare and submit the levy of assessments to Contra Costa County for placement on the Fiscal Year 2011/12 secured property tax roll.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District on \_\_\_\_\_, the \_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote to wit:

AYES:

\_\_\_\_\_  
Chuck Toombs, President

NOES:

\_\_\_\_\_  
Linda Lipscomb, Vice President

ABSENT:

\_\_\_\_\_  
Tony Lloyd, Director

\_\_\_\_\_  
Mari Metcalf, Director

\_\_\_\_\_  
Cathie Kosel, Director

I HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the regular meeting of said Board held on \_\_\_\_\_, the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
District General Manager

## **DISTRICT - NEW BUSINESS**

2. General Manager Greg Harman will present to the Board for review, discussion, and possible adoption the Finance Committee's draft of the Kensington Police Protection & Community Services District Fiscal Year 2011/ 2012 Operational Budget. Board Action.



# Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager

\_\_\_\_\_

Date: Friday, May 06, 2011

FORWARDED TO:  
\_\_\_\_\_

Subject: New Business Item #2 KPPCSD 2011-2012 Operating Budget Draft

On April 5<sup>th</sup>, the Finance Committee met to discuss the first draft of the KPPCSD 2011-2012 Operating Budget. The initial draft of the budget had an estimated shortfall of \$161,000. Based on those initial discussions, cuts were made to expenses of \$61,000, the tenth officer position was only filled for ¾ of the fiscal year, and a recommendation was going to be made to the Board to increase the Measure G Tax from the current \$179 to \$200 a parcel.

On April 26<sup>th</sup>, the Finance Committee met again to discuss the revised budget. Notes from the second meeting were prepared by Vice Chair Linda Lipscomb and are as follows:

*"The KPPCSD Finance Committee met at the Public Safety Building on April 26, 2011. The meeting was called to order at 6:09 pm. Present were Committee members Pat McLaughlin, Paul Haxo, Elena Caruthers, Gloria Morrison, and Linda Lipscomb. Charles Toombs was absent, as he had notified previously. Staff present were General Manager and Chief of Police Greg Harman and accountant Debbie Russell. Public attending was Lynn Wolter. Linda Lipscomb chaired the meeting.*

*As there were no consent items, the Committee moved to New Business. With respect to item 1, the Committee reviewed and discussed the revision to the Kensington Police Protection and Community Services District Preliminary Operating Budget Fiscal Year 2011/2012 that had been prepared by GM - Chief Harman. As a result of the discussion, the Committee recommended the Preliminary Budget, with the proviso that the tenth police officer position be funded as a 3/4ths position, by delaying hiring for that position, and that the budget should reflect the number of sworn personnel as 9 and 3/4. The GM noted the difficulties in hiring for the position on a going forward basis, with the inherent uncertainty of funding after 9 months. The Committee noted that in the future, the tenth position may be funded from a variety of sources, including restoration of the COPS grant, increase in revenues from taxes, and changes in staffing levels due*

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*to attrition. The GM stated that the budget includes step increases in the ordinary course. It was further agreed that three levels of funding for the medical contribution on line 521 be footnoted to reflect separate figures for active employee funding, retiree funding and OPEB funding.*

*In connection with going forward on hiring a 10th officer (on a delayed basis as proposed), the Chief raised the issue of possibly having to lay off such person if funds could not be found after the initial 9 months of employment which is proposed under the draft budget for 2011-2012. The Chief and Debbie Russell informed the Committee that the District is "self insured" for unemployment benefits and has to pay such benefits in the event a District employee is laid off. This will be a significant consideration in going forward and hiring for the position.*

*After discussion, the GM withdrew item 2 indicating that he will present it directly to the KPPCSD Board, rather than the Finance Committee.*

*The meeting adjourned at 7:45pm. "*

The Finance Committee voted to move forward with the Preliminary Operating Budget Fiscal Year 2011-2012 for your consideration. This budget has an estimated shortfall of \$23,790.

It would be my recommendation to the Board not to hire (fund) the tenth officer position until future funding (COPS Grant) for the position is determined. As part of this recommendation, I would also recommend that the Board not move forward to increase Measure G this fiscal year. It is estimated that this recommendation would result in an overage of \$54,000 to the Preliminary 2011-2012 Operating Budget.

**KENSINGTON POLICE PROTECTION  
&  
COMMUNITY SERVICES DISTRICT**

**Preliminary  
OPERATING BUDGET  
FISCAL YEAR 2011/2012**

**Chuck Toombs, President/ Finance Committee  
Chair**

**Linda Lipscomb, Vice President/ Finance  
Committee Vice Chair**

**Tony Lloyd, Director**

**Mari Metcalf, Director**

**Cathie Kosel, Director**

**Greg Harman, General Manager/ Chief of Police**

**May 12, 2011**

## DRAFT BUDGET

CODE	CLASSIFICATION	2010/2011		2010/2011	PERCENT	2011/2012	BUDGET	DIFFERENCES
		BUDGET	EXPENDITURES Feb 28, 2011					
<b>POLICE SALARIES AND BENEFITS</b>								
502	Salary - Police	\$906,978	\$611,607	\$295,372	67.43%	\$877,087		(\$29,891)
504	Compensation Cash-Out	\$10,000	\$0	\$10,000	0.00%	\$10,000		\$0
506	Overtime	\$40,000	\$22,012	\$17,988	55.03%	\$40,000		\$0
508	Salary/Non-Sworn	\$52,000	\$24,260	\$27,740	46.65%	\$58,500		\$6,500
516	Uniform Allowance	\$8,000	\$5,441	\$2,559	68.01%	\$7,800		(\$200)
518	Safety Equipment	\$2,500	\$721	\$1,779	28.85%	\$2,500		\$0
521A	Medical Insurance - Active	\$148,760	\$104,124	\$44,636	69.99%	\$156,416		\$7,656
521R	Medical Insurance - Retired	\$146,029	\$98,162	\$47,867	67.22%	\$157,539		\$11,510
521T	Medical Insurance - Trust	\$97,344	\$243,373	(\$146,029)	250.01%	\$96,432		(\$912)
522	Disab. & Life Insurance	\$12,200	\$5,469	\$6,731	44.83%	\$12,500		\$300
523	Medicare 1.45% (District)	\$14,746	\$8,589	\$6,157	58.25%	\$14,404		(\$342)
524	Social Security(7.65%) /Non-Sworn	\$3,224	\$1,504	\$1,720	46.65%	\$1,229		(\$1,996)
527	P.E.R.S. - District	\$256,194	\$172,274	\$83,920	67.24%	\$300,862		\$44,668
528	P.E.R.S. - Officers Portion	\$82,348	\$55,524	\$26,824	67.43%	\$79,640		(\$2,708)
530	Workers Compensator	\$46,882	\$21,216	\$25,466	45.45%	\$68,757		\$22,075
SUB-TOTAL		\$1,827,005	\$1,374,277	\$452,728	75.22%	\$1,883,666		\$56,660
<b>POLICE EXPENSES</b>								
552	Expendable Police Supplies	\$2,000	\$246	\$1,754	12.31%	\$1,800		(\$200)
553	Range/Ammunition	\$4,000	\$2,955	\$1,045	73.87%	\$4,000		\$0
560	Crossing Guard	\$9,628	\$5,650	\$3,976	58.69%	\$9,628		\$0
562	Vehicle Operation	\$37,500	\$25,695	\$11,805	68.52%	\$55,000		\$17,500
564	Communications	\$136,640	\$62,955	\$73,685	46.07%	\$154,320		\$17,680
566	Radio Maintenance	\$4,400	\$0	\$4,400	0.00%	\$23,400		\$19,000
568	Prisoner/Case Expenses/Bookings	\$5,000	\$3,852	\$1,148	77.04%	\$5,000		\$0
570	Training	\$12,000	\$10,469	\$1,531	87.24%	\$10,000		(\$2,000)
572	Recruiting	\$7,650	\$7,138	\$512	93.31%	\$0		(\$7,650)
574	Reserve Officers	\$8,000	\$3,141	\$4,859	39.27%	\$2,000		(\$6,000)
576	Misc. Dues, Meals.Travel	\$3,300	\$2,404	\$896	72.85%	\$3,210		(\$90)
580	Utilities - Police	\$8,000	\$5,907	\$2,093	73.84%	\$8,000		\$0
581	Bldg. Repair/Maint	\$1,000	\$571	\$429	57.12%	\$1,000		\$0
582	Office Supplies	\$6,000	\$4,027	\$1,973	67.12%	\$6,000		\$0
588	Telephones	\$11,048	\$5,266	\$5,782	47.66%	\$7,980		(\$3,068)
590	Housekeeping	\$5,000	\$2,592	\$2,408	51.84%	\$4,000		(\$1,000)
592	Publications	\$3,000	\$2,122	\$878	70.73%	\$3,000		\$0
594	Comm. Policing	\$5,000	\$1,083	\$3,917	21.66%	\$2,500		(\$2,500)
596	CAL-ID/WEST-NET	\$12,472	\$12,656	(\$184)	101.48%	\$12,900		\$428
598	COPS Special Fund	\$0	\$0	\$0	0.00%	\$0		\$0
599	Measure G Administration	\$0	\$1,162	(\$1,162)	0.00%	\$3,200		\$3,200
SUB-TOTAL		\$281,636	\$159,891	\$121,745	56.77%	\$316,936		\$35,300
<b>RECREATION SALARIES AND BENEFITS</b>								
601	Park and Rec. Admin.	\$6,500	\$2,892	\$3,608	44.50%	\$6,500		\$0
602	Custodian	\$24,000	\$14,000	\$10,000	58.33%	\$26,000		\$2,000
623	Social Security (7.65%) /District	\$497	\$221	\$276	44.53%	\$497		\$0
SUB-TOTAL		\$30,997	\$17,114	\$13,883	55.21%	\$32,997		\$2,000
<b>RECREATION EXPENSES</b>								
640	<b>Community Center Expenses</b>							
642	Community Center Utilities	\$4,756	\$2,941	\$1,815	61.84%	\$4,756		\$0
643	Janitorial Supplies	\$1,500	\$52	\$1,448	3.47%	\$750		(\$750)
646	Community Center Repairs	\$1,000	\$8,818	(\$7,818)	881.82%	\$1,000		\$0
650	<b>Building E Expenses</b>							
656	Building E Repairs	\$0	\$0	\$0	0.00%	\$0		\$0
660	<b>Annex Expenses</b>							
662	Annex - Utilities	\$500	\$634	(\$134)	126.75%	\$1,000		\$500
666	Annex Repairs	\$0	\$0	\$0	0.00%	\$0		\$0
668	Annex - Misc. Exp	\$500	\$0	\$500	0.00%	\$0		(\$500)
670	Gardening Supplies	\$2,000	\$0	\$2,000	0.00%	\$2,000		\$0
672	Park O&M	\$61,600	\$27,915	\$33,685	45.32%	\$61,820		\$220
674	Park Construction Expense	\$0	\$0	\$0	0.00%	\$0		\$0
678	Misc. Park/Rec Expense	\$2,000	\$195	\$1,805	9.75%	\$1,000		(\$1,000)
SUB-TOTAL		\$73,856	\$40,555	\$33,301	54.91%	\$72,326		(\$1,530)

## DRAFT BUDGET

CODE	CLASSIFICATION	2010/2011		2010/2011	PERCENT	2011/2012	BUDGET	DIFFERENCES
		BUDGET	EXPENDITURES Feb 28, 2011					
<b>DISTRICT EXPENSES</b>								
810	Computer	\$30,034	\$25,742	\$4,292	85.71%	\$30,034		\$0
820	Canon Copier Contract	\$5,160	\$4,012	\$1,148	77.75%	\$6,160		\$1,000
830	Legal	\$50,000	\$22,009	\$27,991	44.02%	\$35,000		(\$15,000)
835	Consultant	\$4,000	\$4,380	\$0	0.00%	\$3,600		(\$400)
840	Accounting	\$25,800	\$18,275	\$7,525	70.83%	\$25,275		(\$525)
850	Insurance	\$30,000	\$28,956	\$1,044	96.52%	\$30,000		\$0
860	Election	\$12,000	\$6,942	\$5,059	57.85%	\$0		(\$12,000)
865	MCI Fund/KFD Maintenance	\$28,840	\$14,420	\$14,420	50.00%	\$29,705		\$865
870	County Expenditures	\$19,900	\$8,248	\$11,652	41.45%	\$19,900		\$0
890	Waste/Recycle Expenses	\$2,500	\$10,869	(\$8,369)	434.76%	\$17,500		\$15,000
898	Miscellaneous Expenses	\$9,450	\$6,634	\$2,816	70.21%	\$10,641		\$1,191
SUB-TOTAL		\$217,684	\$150,487	\$67,197	69.13%	\$207,815		(\$9,869)
Operating Expense TOTAL		\$2,431,178	\$1,742,323	\$688,855	71.67%	\$2,613,740		\$82,562
<b>CAPITAL OUTLAY</b>								
961	Police Bldg. Improvements	\$0	\$0	\$0	0.00%	\$0		\$0
962	Patrol Cars	\$30,000	\$0	\$30,000	0.00%	\$0		(\$30,000)
963	Patrol Car Accessories	\$0	\$3,382	(\$3,382)	0.00%	\$0		\$0
965	Weapons / Radios	\$0	\$0	\$0	0.00%	\$0		\$0
967	Station Equipment	\$0	\$0	\$0	0.00%	\$0		\$0
968	Office Furn. & Equip.	\$0	\$0	\$0	0.00%	\$0		\$0
969	Computer Equipment	\$0	\$0	\$0	0.00%	\$0		\$0
971	Park Land	\$0	\$0	\$0	0.00%	\$0		\$0
972	Park Bldgs. Improvements	\$150,000	\$7,078	\$142,922	4.72%	\$0		(\$150,000)
973	Park Construct. Fund	\$0	\$0	\$0	0.00%	\$0		\$0
974	Other Park Improvements	\$0	\$0	\$0	0.00%	\$0		\$0
978	Park/Rec. Furniture & Equipment	\$0	\$0	\$0	0.00%	\$0		\$0
Capital Outlay SUB-TOTAL		\$180,000	\$10,460	\$169,540	5.81%	\$0		(\$180,000)
BUDGET GRAND TOTAL		\$2,611,178	\$1,752,784	\$858,395	67.13%	\$2,513,740		(\$97,438)

KPPCSD Officers' Salaries - Fiscal 2011/2012

Officer Name	Grade	Date Hired	Date in Grade	Date in Step	Months in Step	Monthly Base	Holiday Pay	Incentive	Monthly Salary	Pay Period	Hourly Base	Hourly	Longevity Pay	Annual Total
Harman, G	Chief	9/4/2007	9/4/2007	09/04/09	12.000	\$ 11,212.50			11,212.50	\$5,606.25	\$ 64.69	\$ 64.69		\$ 134,550.00
Hull, R	Sgt/Step4	10/16/97	03/03/04	07/01/07	12.000	\$ 7,392.28	\$ 398.07	\$554.42	8,344.77	\$4,172.38	\$ 42.65	\$ 48.14	\$ 1,400.00	\$ 101,537.19
Sergeant	Sgt/Step1	10/01/11	07/01/11	10/01/11	9.000	\$ 6,635.50	\$ 357.28		6,992.78	\$3,496.39	\$ 38.28	\$ 40.34		\$ 62,935.02
Barrow, K.	Step 5	09/16/05	09/16/06	09/16/09	12.000	6,447.75	\$ 347.20	\$322.39	7,117.34	\$3,558.67	\$ 37.20	\$ 41.06		\$ 85,408.05
Martinez, R	Step 5	01/01/06	01/01/06	01/01/10	12.000	6,447.75	\$ 347.20	\$322.39	7,117.34	\$3,558.67	\$ 37.20	\$ 41.06		\$ 85,408.05
Stegman, E	Step 5	06/01/06	06/01/06	06/01/10	12.000	6,447.75	\$ 347.20		6,794.95	\$3,397.48	\$ 37.20	\$ 39.20		\$ 81,539.40
Medina, D	Step 5	07/01/06	07/01/06	07/01/08	12.000	\$ 6,447.75	\$ 347.20	\$322.39	7,117.34	\$3,558.67	\$ 37.20	\$ 41.06		\$ 85,408.05
Wilson, D	Step 5	05/19/08	05/19/08	05/19/10	12.000	6,447.75	\$ 347.20		6,794.95	\$3,397.48	\$ 37.20	\$ 39.20		\$ 81,539.40
Ramos, J	Step 4	09/16/09	09/16/09	09/16/10	2.500	6,106.39	\$ 328.81		6,435.20	\$3,217.60	\$ 35.23	\$ 37.13		\$ 16,088.00
	Step 5			09/16/11	9.500	6,447.75	\$ 347.20		6,794.95	\$3,397.48	\$ 37.20	\$ 39.20		\$ 64,552.03
Hui, K	Step 4	04/17/10	04/17/10	04/17/11	9.500	6,106.39	\$ 328.81		6,435.20	\$3,217.60	\$ 35.23	\$ 37.13		\$ 61,134.40
	Step 5			04/17/12	2.500	6,447.75	\$ 347.20		6,794.95	\$3,397.48	\$ 37.20	\$ 39.20		\$ 16,987.38
							\$ 3,843.37	\$ 1,521.58					\$ 1,400.00	\$ 877,086.97

Total BasePay Minus Holiday, Incentive, & Longevity: \$ 870,322.02

	Mo. Base	Holiday	Mo. Total	HrlyBase	HrlyTot		Mo. Base	Holiday	Mo. Total	HrlyBase	HrlyTot
Sergeants						Officers					
Step#1	6,635.50	357.28	6,992.78	38.28	40.34	Step#1	5,200.28	\$280.00	5,480.28	30.00	31.62
Step#2	6,900.92	371.56	7,272.48	39.81	41.96	Step#2	5,486.30	\$295.40	5,781.70	31.65	33.36
						Step#3	5,788.05	\$311.64	6,099.69	33.39	35.19
Step#3	7,107.95	382.76	7,490.71	41.01	43.22	Step#4	6,106.39	\$328.81	6,435.20	35.23	37.13
Step#4	7,392.28	398.07	7,790.35	42.65	44.94	Step#5	6,447.75	\$347.20	6,794.95	37.20	39.20

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**KPPCSD**  
**Revenue Projection**  
**2011/2012**

Ordinary Income/Expense	Estimated Actual 2010/2011	Projected 2011/2012
<b>Income</b>		
<b>400 · Police Activities Revenue</b>		
401 · Levy Tax	\$1,249,343.00	\$1,250,000.00
HomeOwners' Tax	13,000.00	13,000.00
402 · Special Tax-Police	679,980.00	680,000.00
403 · Misc Tax-Police	50.00	50.00
404 · Measure G Supplemental Tax Rev	405,721.00	453,200.00
410 · Police Fees/Service Charges	1,500.00	2,000.00
414 · POST Reimbursement	2,500.00	0.00
415 · Grants-Police	100,000.00	0.00
416 · Interest-Police	3,200.00	3,000.00
418 · Misc Police Income	13,500.00	12,000.00
419 · Supplemental W/C Reimb (4850)	<u>53,000.00</u>	<u>0.00</u>
<b>Total 400 · Police Activities Revenue</b>	<b>\$2,521,794.00</b>	<b>\$2,413,250.00</b>
<b>420 · Park/Rec Activities Revenue</b>		
424 · Taxes-L&L	\$31,128.00	\$30,000.00
426 · Park Donations	0.00	500.00
427 · Community Center Revenue	22,000.00	24,000.00
435 · Grants-Park/Rec	100,000.00	0.00
436 · Interest-Park/Rec	200.00	200.00
438 · Misc Park/Rec Rev	<u>500.00</u>	<u>500.00</u>
<b>Total 420 · Park/Rec Activities Revenue</b>	<b>\$153,828.00</b>	<b>\$55,200.00</b>
<b>440 · District Activities Revenue</b>		
448 · Franchise Fees	\$20,000.00	\$21,000.00
456 · Interest-District	600.00	500.00
458 · Misc District Revenue	<u>3,200.00</u>	<u>0.00</u>
<b>Total 440 · District Activities Revenue</b>	<b><u>\$23,800.00</u></b>	<b><u>\$21,500.00</u></b>
<b>Total Income</b>	<b>\$2,699,422.00</b>	<b>\$2,489,950.00</b>

## KPPCSD

## DRAFT BUDGET

Projected Revenue and Expense  
2011/2012**Budgeted Revenues 2011/2012**

Total 400 · Police Activities Revenue	\$2,413,250
Total 420 · Park/Rec Activities Revenue	55,200
Total 440 · District Activities Revenue	<u>21,500</u>

**Total Revenues** \$2,489,950

**Budgeted Expenditures 2011/2012**

500 · Police Sal & Ben	
Total 500 · Police Sal & Ben	\$1,883,666
Total 550 · Other Police Expenses	316,936
Total 600 · Park/Rec Sal & Ben	32,997
Total 635 · Park/Recreation Expenses	72,326
Total 800 · District Expenses	207,815
Total 950 · Capital Outlay	<u>0</u>

**Total Expenditures** \$2,513,740

**Excess of Revenue over Expense 2011/2012** -\$23,790

**Previously Allocated Funds**

Bay View	0
Park Restroom	0
COPS Grant	<u>0</u>

**Total Allocated Funds Used** 0

**Excess Funding over Expenses 2011/2012** -23,790

**Cash Carryovers 2010/2011** \$1,470,740

**Estimated Fund Carryovers into 2011/2012** \$1,446,950

**Future Allowances:**

Allowance for Mandated Contingencies (10% of Total Expenditures)	\$251,374
Allowance for Est'd Vacation/Comp Liab	80,000
Allowance for Notes Payable - District Portion of Bond	92,830
Allowance for Park Bldgs Replacement (Originally Stated)	300,000
Expenditure for Annex Renovation in Current Year	<u>0</u>

**Total Allowances** \$724,204

**Allocated Funds:**

Dedicated for Park Restroom	\$0
Use of Dedicated Funds for Park Restroom	\$0
Bay View Account Balance	175,000
Use of Dedicated Funds for Bay View	(\$17,500)
COPS Carry Forward 2010/2011	0
Use of COPS Funds for Officer's Salary	<u>\$0</u>

**Total Allocations** \$157,500

**Available Funds Net of Future Allowances and Allocations** \$565,246



DRAFT BUDGET

KPPCSD  
 Estimated Available Cash  
 06/30/11

	<u>02/28/11</u>	Incoming Tx Advance	March Exp	April Exp	May Exp	June Exp	Transfer between funds	06/30/11 Est
<b>ASSETS</b>								
<b>Current Assets</b>								
<b>Checking/Savings</b>								
100 · Petty Cash	130.00							130
110 · CCC Cash Accts								
112 · General Fund	62,798.24	916076.12	200000	200000	350000	200000	196258	225,132
113 · Capital Fund-Cash	26,788.27							26,788
114 · Land & Light-Park O&M	7,130.28	12916.24					-20047	0
excluded 116 · PB Admin-Cash	113,751.67	70307.48					-10500	173,559
excluded 117 · PB Resv-Cash	17,300.91							17,301
<b>Total 110 · CCC Cash Accts</b>	<u>227,769.37</u>							\$251,920
<b>134 · CCC LAIF Accounts</b>								
134a · General LAIF	892,854.90							892,855
134b · COPS LAIF	65,710.95	100000					-165711	0
134c · Park LAIF	51,425.67							51,426
134d · Garbage/Bay View LAIF	175,025.90						0	175,026
134e · Capital LAIF	99,383.55							99,384
<b>Total 134 · CCC LAIF Accounts</b>	<u>1,284,400.97</u>							<u>\$1,218,690</u>
<b>Total Checking/Savings</b>	\$1,512,300	\$1,099,300	\$200,000	\$200,000	\$350,000	\$200,000	\$0	\$1,470,740 KPPCSD 2,411,600 including Bond Funds

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DRAFT BUDGET

FISCAL YEAR 2011/2012		
CODE 504	CLASSIFICATION:	Compensation Time Cash-Out
	2010/2011 Budget	\$10,000
	Cumulative as of 2/28/2011	\$0.00
ITEM		AMOUNT
Compensation Time Cash-Out	Officers est - 02/28/11	
	averg \$41 x 200 hrs	\$10,000
	adjusted to probability	
\$0	Total	\$10,000



DRAFT BUDGET

FISCAL YEAR 2011/2012		
CODE 508	CLASSIFICATION: Salary/Non-Sworn	
	2010/2011 Budget	\$52,000
	Cumulative as of	\$24,259.83
	2/28/2011	
ITEM		AMOUNT
\$25.00 Per Hour	\$25.00	
30 hr/wk - new	1560 hours	\$39,000
15 hr/wk - Dinapoli	780 hours	\$19,500
\$6,500	TOTAL	\$58,500

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 516	CLASSIFICATION:	Uniform Allowance
	2010/2011 Budget	\$8,000
	Cumulative as of	\$5,440.79
	2/28/2011	
ITEM		AMOUNT
\$800.00 x 9.75 officers		\$7,800
Uniform Damage		\$0
(\$200)	TOTAL	\$7,800

DRAFT BUDGET

FISCAL YEAR 2011/2012		0
CODE 518	CLASSIFICATION: Safety Equipment	
	2010/2011 Budget	\$2,500
	Cumulative as of	\$721.20
	2/28/2011	
ITEM		AMOUNT
Safety Equipment/Reimbursementnt \$250 x 10		\$2,500
Carry Over Reimbursements - MOU ended 06/10		\$0
\$0	TOTAL	\$2,500

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 521A	CLASSIFICATION: Medical Insurance - Active	
	Vision, Dental	
	2010/2011 Budget	\$148,760
9.75 Officers		
1 Amin Staff	Cumulative as of	\$104,123.97
	2/28/2011	
ITEM		AMOUNT
Admin. Secretary Medical	\$600 x 12	\$7,200
Active P.E.R.S. Medical	Officers 4 @ \$1480 x 12	\$71,040
	Officers 2 @ \$1138 x 12	\$27,312
	Officers 4 @ \$569 x 12	\$27,312
	10% increase 01/12	\$6,283
Active P.E.R.S Admin. Cost	0.40% of \$131,947	\$528
Active Vision Care	\$24.56 x 10 employees x 12	\$2,947
	17% rate increase Oct 2011	\$386
Active Delta Dental	\$64.41 x 4 employees x 12	\$3,092
	\$124.48 x 2 employees x 12	\$2,988
	\$202.72 x 4 employees x 12	\$9,731
	0% increase Oct 2011	\$0
Total Active	\$158,818	\$158,818
	Delayed Hire for 3 mos.	(2401.71)
\$7,656		\$156,416



DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 521R	CLASSIFICATION:	Medical Insurance - Retired
		Vision, Dental
	2010/2011 Budget	\$148,760
11 Retirees		
1 Retiree not on VSP	Cumulative as of	\$98,161.89
2 Retiree not on Delta Dental	2/28/2011	
ITEM		AMOUNT
Retired P.E.R.S. Medical	Retirees 3 @ \$1480 x 12	\$53,280
	Retirees 3 @ \$1138 x 12	\$40,968
	Retirees 1 @ \$987 x 12	\$11,844
	Retiree 2 @ \$565 x 12	\$13,560
	Retiree 3 @ \$282 x 12	\$10,152
	10% increase 01/12	\$6,490
Retired P.E.R.S Admin. Cost	0.40% of \$136,294	\$545
Retired Vision Care	\$28.85 x 11 x 12 eff Oct 11	\$3,667
Retired Delta Dental	\$64.41 x 1 employees x 12	\$773
	\$124.48 x 6 employees x 12	\$8,963
	\$202.72 x 3 employees x 12	\$7,298
	0% increase Oct 2011	\$0
Total Retired	\$157,539	\$157,539
\$8,779		\$157,539

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 522	CLASSIFICATION: Disab. & Life Insurance		
	2010/2011 Budget	\$12,200	
	Cumulative as of	\$5,469.08	
	2/28/2011		
ITEM		AMOUNT	
LTD Insurance	\$85x10 employees x 12	\$10,200	
Life Insurance	\$200x9 employees	\$1,800	
	\$500x1	\$500	
\$300	TOTAL	\$12,500	



# DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 524	CLASSIFICATION:	Security(7.65%) /Non-Sworn
	2010/2011 Budget	\$3,224
	Cumulative as of	\$1,504.05
	2/28/2011	
ITEM		AMOUNT
Social Security/Medicare	Non-swrn salaries x 4.2%	\$1,229
(District Matching Portion)	Non-swrn salaries x 6.2%	\$1,814
(\$182)	TOTAL	\$3,042

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
		P.E.R.S.
CODE 527	CLASSIFICATION:	P.E.R.S. - District
	2010/2011 Budget	\$256,194
8.75 Officers		
1 Chief	Cumulative as of	\$172,274.49
	2/28/2011	
ITEM		AMOUNT
Salary:877087 x 34%		\$298,210
Uniform: \$8000 x 34%		\$2,652
PERS rate raised from 28% to 34%		
\$44,668	TOTAL	\$300,862

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 552	CLASSIFICATION:	Expendable Police Supplies	
	2010/2011 Budget	\$2,000	
	Cumulative as of	\$246.19	
	2/28/2011		
ITEM		AMOUNT	
SUPPLIES FOR I.D. FUNCTION		\$1,600	
INCLUDES: PENS, GLOVES,			
BAGS, FILM, BRUSHES, ETC.			
Miscellaneous		\$200	
(\$200)	TOTAL	\$1,800	

DRAFT BUDGET

FISCAL YEAR 2011/2012		0	
CODE 553			
	CLASSIFICATION:	Range/Ammunition	
		Supplies	
	2010/2011 Budget	\$4,000	
	Cumulative as of	\$2,954.95	
	2/28/2011		
ITEM		AMOUNT	
RANGE/AMMUNITION SUPPLIES:		\$4,000	
INCLUDES: AMMUNITION,			
TARGETS, WEAPONS, REPAIR,			
MAINTENANCE, CLEANING			
SUPPLIES			
	\$0	TOTAL	\$4,000

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# DRAFT BUDGET

FISCAL YEAR 2011/2012		0	
CODE 560		CLASSIFICATION:	Crossing Guard
		2010/2011 Budget	\$9,626
		Cumulative as of	\$5,649.78
		2/28/2011	
ITEM		AMOUNT	
Crossing Guard			\$9,626
\$0		TOTAL	\$9,626

# DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 562	CLASSIFICATION:	Vehicle Operation
	2010/2011 Budget	\$37,500
	Cumulative as of	\$25,694.76
	2/28/2011	
ITEM		AMOUNT
Gasoline - Patrol Cars	Est.6000 gallons @ \$5.00	\$30,000
Vehicle Maintenance:		\$25,000
Includes all servicing		
and equipment		
\$17,500	TOTAL	\$55,000

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 564	CLASSIFICATION:	Communications
		(Richmond Police)
	2010/2011 Budget	\$136,640
	Cumulative as of	\$62,955.39
	2/28/2011	
ITEM		AMOUNT
Communications	Dispatch Fees	\$105,000
New World Software		\$12,000
Records Management	New World (Richmond)	\$5,900
Records Management	City of Richmond	\$5,700
800 MHZ		\$16,000
EBRCS	\$45/mo 18 radios	\$9,720
\$17,680	TOTAL	\$154,320

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 566	CLASSIFICATION:	Radio Maintenance
	2010/2011 Budget	\$4,400
	Cumulative as of	\$0.00
	2/28/2011	
ITEM		AMOUNT
Cell phone connections to mobile units Toughbooks		\$2,400
Motorola Radio Lease		\$21,000
\$19,000	TOTAL	\$23,400

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 568	CLASSIFICATION:	Prisoner/Case Expenses/Bookings
	2010/2011 Budget	\$5,000
	Cumulative as of 2/28/2011	\$3,851.87
ITEM		AMOUNT
County Booking Fee	10 @ \$20	\$200
Crime Lab:		\$4,000
Drug Testing		
Alcohol Testing		
Fingerprint Comparisons		
Childrens Interview Center		
Evidence Room Monitored Alarm		\$800
\$0	TOTAL	\$5,000











DRAFT BUDGET

FISCAL YEAR 2011/2012		0
CODE 580	CLASSIFICATION:	Utilities - Police
Former 514		
	2010/2011 Budget	\$8,000
	Cumulative as of	\$5,907.02
	2/28/2011	
	ITEM	AMOUNT
Utilities	\$667 average x 12	\$8,000
\$0	Total	\$8,000

# DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 581	CLASSIFICATION: Bldg. Repair/Maint	
	2010/2011 Budget	\$1,000
	Cumulative as of	\$571.16
	2/28/2011	
ITEM		AMOUNT
Miscellaneous Repairs		\$1,000
\$0	Total	\$1,000

DRAFT BUDGET

FISCAL YEAR 2011/2012		0
CODE 582		CLASSIFICATION: Office Supplies
		2010/2011 Budget \$6,000
		Cumulative as of 2/28/2011 \$4,027.05
		AMOUNT
Paper (colored, letter, legal, fax)		
Stamps, envelopes, postage		
Printing		
Envelopes (manilla), folders, etc.		
Ink cartridges/correction tape		
Calendars, refills, etc.		
Miscellaneous (pens, pencils, clips, staples, etc.)		\$6,000
\$0	TOTAL	\$6,000







DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 592	CLASSIFICATION:	Publications
	2010/2011 Budget	\$3,000
	Cumulative as of	\$2,121.75
	2/28/2011	
ITEM		AMOUNT
INCLUDES: Deering updates, Penal Codes,		\$1,000
magazines, etc.		
Legal Source Book		
Department Policy - Lexipol	2010	\$2,000
\$0	TOTAL	\$3,000

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# DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 596	CLASSIFICATION:	CAL-ID/WEST-NET
	2010/2011 Budget	\$12,472
	Cumulative as of	\$12,656.00
	2/28/2011	
ITEM		AMOUNT
CAL-ID expenses		\$4,900
WEST-NET expenses		\$8,000
\$428	TOTAL	\$12,900

DRAFT BUDGET

FISCAL YEAR 2011/2012		0
CODE 598	CLASSIFICATION:	COPS Special Fund
	2010/2011 Budget	\$0
	Cumulative as of	\$0.00
	2/28/2011	
ITEM		AMOUNT
Officer Hui	Approx \$10,400/mo.	
Salary plus benefits including Retirement		
10/11 100,000 + interest received used for Hui's payroll and benefits		
\$0	TOTAL	\$0

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 599	CLASSIFICATION:	Measure G Administration	
	2010/2011 Budget		\$0
	Cumulative as of		\$1,161.85
	2/28/2011		
ITEM		AMOUNT	
NBS Admin Fees			\$1,600
NBS Administration	Original Police Tax		\$1,600
\$3,200	TOTAL		\$3,200

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 601	CLASSIFICATION:	Park and Rec. Admin.	
	2010/2011 Budget	\$6,500	
	Cumulative as of	\$2,892.32	
	2/28/2011		
ITEM		AMOUNT	
P. & R. Admin. Salary	\$25.00 x 260 hours	\$6,500	
\$0	TOTAL	\$6,500	

## DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 602	CLASSIFICATION:	Custodian
	2010/2011 Budget	\$24,000
	Cumulative as of	\$14,000.00
	2/28/2011	
ITEM		AMOUNT
600/Custodian	Community Center	\$21,000
Park Restroom Custodian		\$5,000
\$2,000	TOTAL	\$26,000

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 623	CLASSIFICATION:	Social Security (7.65%) /District
	2010/2011 Budget	\$497
	Cumulative as of	\$221.33
	2/28/2011	
ITEM		AMOUNT
P&R Admin. \$6500 x 7.65%		\$497
\$0	TOTAL	\$497

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## DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 643	CLASSIFICATION:	Janitorial Supplies
	2010/2011 Budget	\$1,500
	Cumulative as of	\$52.02
	2/28/2011	
ITEM		AMOUNT
Community Center		
Janitorial Supplies, paper towels, light bulbs, etc.		\$750
Annex		
Janitorial Supplies, paper towels, light bulbs, etc.		\$0
(\$750)	Total	\$750

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 656	CLASSIFICATION:	Building E Repairs
	2010/2011 Budget	\$0
	Cumulative as of	\$0.00
	2/28/2011	
ITEM		AMOUNT
Miscellaneous		\$0
\$0	Total	\$0

195

# DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 662	CLASSIFICATION:	Annex - Utilities
	2010/2011 Budget	\$500
	Cumulative as of	\$633.74
	2/28/2011	
ITEM		AMOUNT
Utilities		\$1,000
\$500	Total	\$1,000

*One*

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 666	CLASSIFICATION: Annex Repairs	
	2010/2011 Budget	\$0
	Cumulative as of	\$0.00
	2/28/2011	
ITEM		AMOUNT
\$0	Total	\$0

197

# DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 668	CLASSIFICATION:	Annex - Misc. Exp
	2010/2011 Budget	\$500
	Cumulative as of	\$0.00
	2/28/2011	
ITEM		AMOUNT
Miscellaneous Expenses		\$0
(\$500)	Total	\$0

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DRAFT BUDGET

FISCAL YEAR 2011/2012		0
CODE 672	CLASSIFICATION	Park O&M
	2010/2011 Budget	\$61,600
	Cumulative as of	\$30,269.62
	2/28/2011	
ITEM		
Operations/Maintenance Park Property		
Maintenance Contract	(O&M Funding)	\$27,060
Park Maintenance Repairs	(O&M Funding)	\$9,940
Tree Pruning/Removal		\$4,000
Utilities	Water	\$7,500
Drain Clearing		\$1,000
Incidental Expenses		\$2,000
	Shared Expense Total	\$51,500
Old Park Allocated Exp	40% of Shared Expenses	\$20,600
New Park Allocated Exp	60% of Shared Expenses	\$30,900
Levy Fees	(County)	\$4,320
Engineer's Annual Report/Admin Services		\$6,000
	New Park Total	\$41,220
\$220	Total	\$61,820

DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 674	CLASSIFICATION	Park Construction Expense	
	2010/2011 Budget	\$0	
	Cumulative as of	\$0.00	
	2/28/2011		
ITEM			
Misc. Expenses		\$0	
\$0	Total		\$0

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 810	CLASSIFICATION: Computer	
	2010/2011 Budget	\$30,034
	Cumulative as of	\$25,741.52
	2/28/2011	
ITEM		AMOUNT
Service Contract/Misc. Supp.		\$16,284
ARIES	CCC Office of Revenue	\$8,350
CLETS - Annual Fee		\$400
ACCJIN Shared Costs	CCC Office of Revenue	\$5,000
\$0	Total	\$30,034

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 820	CLASSIFICATION:	Canon Copier Contract
	2010/2011 Budget	\$5,160
	Cumulative as of	\$4,011.92
	2/28/2011	
ITEM		AMOUNT
IMAGER NR 330S NQJ45065	Lease \$370 x 12	\$4,440
Overage Charges	\$60 x 12 average	\$720
Outside Reproduction		\$1,000
\$1,000	TOTAL	\$6,160



DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 835	CLASSIFICATION: Consultant	
	2010/2011 Budget	\$4,000
	Cumulative as of 2/28/2011	\$4,380.00
ITEM		AMOUNT
Actuarial Report		\$3,600
	(\$400) Total	\$3,600

DRAFT BUDGET

FISCAL YEAR 2011/2012		0
CODE 840	CLASSIFICATION:	Accounting
	2010/2011 Budget	\$25,800
	Cumulative as of	\$18,275.00
	2/28/2011	
ITEM		AMOUNT
Deborah Russell Accountant	\$65 X 235 HOURS	\$15,275
Year End/Audit		\$10,000
	TOTAL	<b>\$25,275</b>
(\$525)		



DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 850	CLASSIFICATION:	Insurance
	2010/2011 Budget	\$30,000
	Cumulative as of	\$28,956.41
	2/28/2011	
ITEM		AMOUNT
Special District Risk Management/\$5,000,000 (District General Liability, Auto Liability Property, Floater, Employee Blanket Bond, Error & Omissions, Flood Protection, Personal liability Board Members)		
Kensington Park/Property Police Liability Included		\$30,000
\$0	TOTAL	\$30,000



DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 865	CLASSIFICATION:	MCI Fund/KFD Maintenance
	2010/2011 Budget	\$28,840
	Cumulative as of 2/28/2011	\$14,420.00
ITEM		AMOUNT
Lease		\$29,705
\$865	Total	\$29,705

DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
Code 870	CLASSIFICATION:	County Expenditures
	2010/2011 Budget	\$19,900
	Cumulative as of	\$8,248.29
	2/28/2011	
ITEM		AMOUNT
Property Tax Administration costs		
Senate Bill 2557 (Chapter 466 of 1990)		
\$1,300,000 x 1.3%		\$16,900
Miscellaneous		
Fees, Assessments, Interest, etc		\$3,000
\$0	Total	\$19,900



DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 898	CLASSIFICATION:	Miscellaneous Expenses
	2010/2011 Budget	\$9,450
	Cumulative as of 2/28/2011	\$6,634.46
ITEM		AMOUNT
Gore Lot Misc.		\$500
LAFCO		\$1,000
Service Pins/Charms		\$250
Seminars/Directors		\$2,000
CSDA/CCSDA Membership		\$4,141
Miscellaneous		\$250
Annual Conference		\$2,000
Governance Days		\$500
\$1,191	TOTAL	\$10,641

DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 961	CLASSIFICATION:	Police Bldg. Improvements	
	2010/2011 Budget	\$0	
	Cumulative as of	\$0.00	
	2/28/2011		
ITEM		AMOUNT	
Final Year of Renovation Fees was 08/09		\$0	
\$0	TOTAL	\$0	

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 968	CLASSIFICATION:	Office Furn. & Equip.	
Former 504			
	2010/2011 Budget	\$0	
	Cumulative as of	\$0.00	
	40602		
ITEM		AMOUNT	
\$0	TOTAL	\$0	

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DRAFT BUDGET

FISCAL YEAR 2011/2012	0	
CODE 971	CLASSIFICATION:	Park Land
	2010/2011 Budget	\$0
	Cumulative as of	\$0.00
	40602	
ITEM		AMOUNT
\$0	TOTAL	\$0



DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 973	CLASSIFICATION	Park Construct.	Fund
	2010/2011 Budget	\$0	
	Cumulative as of	\$0.00	
ITEM	2/28/2011		
\$0	Total	\$0	



# DRAFT BUDGET

FISCAL YEAR 2011/2012	0		
CODE 974	CLASSIFICATION	Other Park Improvements	
	2010/2011 Budget		\$0
	Cumulative as of		\$0.00
	2/28/2011		
ITEM			
\$0	Total		\$0

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## **DISTRICT - NEW BUSINESS**

3. General Manager Greg Harman will present to the Board for approval the renewal of the Consolidated Communications Agreement and the renewal of the Consortium Records Management Agreement between KPPCSD and the City of Richmond. Board Action.

# Memorandum

Kensington Police Department



**To:** KPPCSD Board of Directors

APPROVED YES NO

**From:** Gregory E. Harman, General Manager

\_\_\_\_\_

**Date:** Friday, May 06, 2011

FORWARDED TO:  
\_\_\_\_\_

**Subject:** New Business Item #3 Richmond Communications Contract

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In 1993, the District entered into a consortium agreement with the Cities of Richmond, San Pablo, and El Cerrito for communications and records management services. This agreement was renewed in 1996 and was due to expire in 1999. The agreement has not been renewed since 1999; however, all parties in the consortium have continued to participate under the terms of the latest agreement.

The new three year agreement, which would begin on July 1, 2011 and terminate on June 30, 2014, is attached to this memo for your review.

The only alternative to the District at this time would to contract for services with Pinole/Hercules or the Contra Costa Sheriff's Office, both options would be more expensive and have additional switch over costs associated with the change. However, more importantly, we would lose the officer safety benefit of sharing the same radio frequency and dispatchers with the El Cerrito Police Department.

The new agreements have been reviewed by our legal counsel, David Gehrig of Hanson/ Bridgett.

I would recommend the Board move to approve the agreements with the City of Richmond and continue in the consortium for communications and records management services.

## CONSOLIDATED COMMUNICATIONS AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF RICHMOND, a municipal corporation, and the CITY OF SAN PABLO, a municipal corporation, the CITY OF EL CERRITO, a municipal corporation, the KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT, CITY of PINOLE, a municipal corporation, and CITY of HERCULES, a municipal corporation (hereinafter collectively referred to as "CONTRACT CITIES/SPECIAL DISTRICT").

For and in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereto mutually agree and promise as follows:

1. **SERVICES.** The CITY of RICHMOND and the CONTRACT CITIES/SPECIAL DISTRICT shall perform those services and carry out that work described in the SERVICE PLAN, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
2. **COMPENSATION.** The CONTRACT CITIES/SPECIAL DISTRICT shall pay to the CITY of RICHMOND those payments described in the PAYMENT PROVISIONS, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. During the term of this Agreement, shared costs are established through a combined consideration of identified operating expenses and measured service demands.

The CITY of RICHMOND Fire Department shall pay to the CITY of RICHMOND Police Department those payments described in the PAYMENT PROVISIONS, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. Said payments include the cost share for the CITY of EL CERRITO Fire Department. During the term of this Agreement, shared costs are established through a combined consideration of identified operating expenses and measured service demands.

The CONTRACT CITIES/SPECIAL DISTRICT recognize that in subsequent years of this Agreement, there will be increased charges associated with negotiated salary and benefit increases, as well, as inflationary adjustments incurred by the CITY of RICHMOND through vendors supporting the consolidated dispatch operations. In view of potential increased costs, it is agreed that the CITY of RICHMOND is hereby authorized to make adjustments to the parties' shared costs to reflect such increased charges.

3. **TERM.** This Agreement shall commence on **July 1, 2011** and shall terminate on **June 30, 2014**, unless terminated as hereinafter provided.

4. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by any party, at their sole discretion, upon six (6) months advance written notice thereof to the other parties during the first year of this Agreement and with ninety (90) days written notice in subsequent years. This Agreement may be terminated immediately by written mutual consent of the CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND.

Upon the default of any party in the performance of any of its obligations under this Agreement, where such failure continues for a period of ten (10) days after written notice of such default from the non-defaulting party to the defaulting party, then the non-defaulting party may immediately terminate this Agreement upon giving written notice to the defaulting party. However, if the nature of the default is such that more than ten (10) days are reasonably required for its cure, then the non-defaulting party may not terminate this Agreement if the defaulting party commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

5. **MODIFICATIONS AND AMENDMENTS.** This Agreement may be modified or amended by a written document executed by all of the parties hereto; provided that, the Service Plan may be amended by a written administrative amendment executed by the Chiefs of Police of each of the parties hereto so long as the amendments do not materially change the Service Plan.

6. **CONTACT PERSON.** The contact persons for this Agreement shall be:

CITY of EL CERRITO

---

Sylvia Moir, Chief of Police  
10900 San Pablo Avenue  
El Cerrito, CA 94530  
(510) 215-4426

CITY of SAN PABLO

---

Walter Schuld, Chief of Police  
13880 San Pablo Avenue  
San Pablo, CA 94806  
(510) 215-3105

CITY of PINOLE

---

Paul Clancy, Chief of Police  
880 Tennent Avenue  
Pinole, CA 94564  
(510) 724-8955

CITY of RICHMOND

---

Chris Magnus, Chief of Police  
1701 Regatta Boulevard  
Richmond, CA 94804  
(510) 620-6655

CITY of EL CERRITO

---

Lance Maples, Chief of Fire  
10900 San Pablo Avenue  
El Cerrito, CA 94530  
(510) 215-4450

Kensington Police Protection &  
Community Services District

---

Greg Harman, Chief of Police  
13880 San Pablo Avenue  
Kensington, CA 94707  
(510) 526-4141

CITY of HERCULES

---

Fred Deltorchio, Chief of Police  
111 Civic Drive  
Hercules, CA 94547  
(510) 799-8262

CITY of RICHMOND

---

Michael Banks, Chief of Fire  
440 Civic Center Plaza  
Richmond, CA 94804  
(510) 307-8041

7. **NOTICES.** All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices shall be addressed to the contact person designated herein. The effective date of notice to any party hereto shall be the date of deposit in the mail or of other delivery.
8. **INDEPENDENT CONTRACTOR STATUS.** This agreement is by and among independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
9. **INDEMNIFICATION.** RICHMOND shall defend, indemnify, and hold harmless EL CERRITO, SAN PABLO, KENSINGTON, PINOLE and HERCULES, their officers, agents, employees and volunteers from all claims, costs and liability arising out of or in connection with RICHMOND's performance of services under this agreement. The duty to defend shall include the duty to pay for defense counsel and, if used, arbitration services prior to any determination of fault or degree of fault. To the extent that any claim or liability is determined by the court or arbitrator to have been caused by the negligence or willful misconduct of any other party to this agreement, the responsible City shall reimburse its proportional share of reasonable attorney's fees incurred by Richmond to the extent caused by its negligence or willful misconduct.
10. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.



11. **SIGNATURES.** These signatures attest the parties' agreement hereto:

CITY of EL CERRITO (Police)

By \_\_\_\_\_  
Scott Hanin, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of SAN PABLO

By \_\_\_\_\_  
Matt Rodriguez, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of PINOLE

By \_\_\_\_\_  
Belinda Espinosa, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of RICHMOND (Police)

By \_\_\_\_\_  
Bill Lindsay, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of EL CERRITO (Fire)

By \_\_\_\_\_  
Scott Hanin, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

Kensington Police Protection &  
Community Services District

By \_\_\_\_\_  
Greg Harman, General Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of HERCULES

By \_\_\_\_\_  
Fred Deltorchio, Interim City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of RICHMOND (Fire)

By \_\_\_\_\_  
Bill Lindsay, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

## SERVICE PLAN

To the Contract between the Cities of  
El Cerrito, San Pablo, and the Kensington  
Police Protection and Community  
Services District and

The City of Richmond

### PURPOSE

This Agreement specifies the contractual terms and conditions by which the CITY of RICHMOND, through its Police Department, will provide communications dispatching services for CITY of RICHMOND Fire Department, CITY of EL CERRITO Fire Department and its CONTRACT CITIES/SPECIAL DISTRICT and their respective Police Departments.

The CITY of RICHMOND, through its Police Department will provide records services limited to California Department of Justice CLETS entries during non-business hours of the CONTRACT CITIES/SPECIAL DISTRICT and 24/7 support related to warrant duties associated with the Justice Automated Warrant System (JAWS), and California Department of Justice CLETS entries.

It is intended that this contract will mutually provide economical and operational benefits to the CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT through the consolidation of resources available for communications dispatching services and records services.

### SCOPE OF AGREEMENT

- A. Communications dispatch service levels provided to the CITY of RICHMOND Fire Department, and CONTRACT CITIES/SPECIAL DISTRICT will be no less than that provided to the CITY of RICHMOND and its Police Department. During the contract period, issues regarding the scope and content of what is included as part of dispatch services shall be referred to the “**Operations/Technical Advisory Group**” (see paragraph J) for resolution.
- B. The CITY of RICHMOND will utilize existing communications equipment owned by the CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND. It is agreed that all hardware equipment and software enhancements to the CITY OF RICHMOND’s central dispatch operations will become its sole property. In all cases, maintenance and replacement of site specific equipment will be the duty and responsibility of the CONTRACT CITY/SPECIAL DISTRICT agency and will be handled in a timely manner.

- C. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will, individually, be responsible for equipping and maintaining all first responder emergency units with remote data communications capabilities which will be accomplished with the use of "Mobile Data Computers" (MDC) devices. Remote data communication equipment, as in the case of all site specific equipment, will remain the property of the respective CONTRACT CITIES/SPECIAL DISTRICT. Remote data communications protocol will be established by the CITY of RICHMOND, through its computer aided dispatch (CAD) vendor, and be a standard set forth for participating CONTRACT CITIES/SPECIAL DISTRICT.
- D. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will, individually, be responsible for establishing and maintaining their own telephone line(s) services required of this dispatch consolidation effort.
- E. The CITY of RICHMOND will be responsible for establishing and coordinating the required number of telephone lines necessary to operate as the Public Safety Answering Point (PSAP) for its CONTRACT CITIES/SPECIAL DISTRICT. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will collectively agree upon any additional telephone lines and connections that go beyond the recommended usage set forth through the STATES E911 system.
- F. The CITY of RICHMOND agrees to provide "after hours" non-emergency telephone support for its CONTRACT CITIES/SPECIAL DISTRICT but only to the extent that calls is related to the providing of dispatch communications services. It is agreed that for the purpose of this agreement, "after hours" non-emergency support shall refer to the Richmond Police Department answering to its respective agencies' external wall telephone outside each agency. It is understood that this service will allow citizens making contact at the agency site to establish contact with their police personnel via a direct telephone connect to Richmond Police Dispatch. Additional, "after hours" non-emergency telephone support will be mutually agreed upon by the CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT.
- G. Non-Business hours are defined as 1700 hours through 0900 hours, Monday through Friday, and 24 hour service on Saturday and Sunday and all Holidays the Consortium Records are not working. In addition, Records Support may be required in emergency situations or if the assistance requires expertise beyond the ability of the on-duty Records Specialist.
- H. The CITY of RICHMOND will be responsible for coordinating the preparation, maintenance, and storage of records, forms and reports necessary for the providing of service to its CONTRACT CITIES/SPECIAL DISTRICT.

- I. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will be responsible for any usage fees, maintenance, and additions to/of their direct or indirect connection with the “*All County Criminal Justice Network System*” (ACCJIN). Connectivity with ACCJIN will be accomplished through the West County Data Communications Network/Wide Area Network (WAN). Usage fees and maintenance costs associated with the WAN will be the individual responsibility of the CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT.
- J. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will be responsible for any current T-1 data line usage fees, maintenance, and additions to/of their direct or indirect connection with the CITY of RICHMOND Network/Wide Area Network (WAN) for the purpose of connectivity to CAD/RMS and Mobile Servers or Services.
- K. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT, through their respective Chiefs of Police, shall establish an “*Operations/Technical Advisory Group*,” which shall meet on a quarterly basis to consider the needs and issues affecting the successful operation of this consolidated dispatching system. The “Operations/Technical Advisory Group Representative” shall be the Systems Administrator of the CITY of RICHMOND Police Department. The “*Operations/Technical Advisory Committee Representative*” shall be responsible for reporting to the respective Chiefs of Police on planning, equipment, personnel, cost sharing, and operations issues that are likely to impact this dispatch consolidation effort.
- L. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT, through their respective Chiefs of Police, shall establish a “*Users Advisory Group*,” currently known as “PHREKS” (Pinole, Hercules, Richmond, El Cerrito, Kensington and San Pablo) which shall meet on a monthly basis to consider the needs and issues affecting the successful operation of the consolidated dispatching system software. The “*Users Advisory Committee Representative*” shall be responsible for reporting to the “*Operations/Technical Advisory Committee*” any software issues that are likely to impact this dispatch consolidation effort.

M. Prior to adding any additional agencies as parties to this Agreement, CITY of RICHMOND shall seek an advisory opinion from the Operations Advisory Group concerning said addition. CITY of RICHMOND shall not add any additional agencies as parties unless CITY of RICHMOND determines that such an addition will not result in degradation of the services being provided hereunder to existing CONTRACT CITIES/SPECIAL DISTRICT. Any additional agencies entering into this Agreement shall be responsible for all costs imposed on the CONTRACT CITIES/SPECIAL DISTRICT, in addition to, purchasing of Computer Aided Dispatch software, and hardware, as well as a supplemental payment of \$10,000 into the Contingency/Enhancement Fund.

N. Prior to adding any additional software licenses, the CONTRACT CITIES/SPECIAL DISTRICT, shall notify the CITY of RICHMOND prior to the expenditure with the computer names, IP addresses, and the total amount of licenses purchased. In addition, the CONTRACT CITIES/SPECIAL DISTRICT shall notify the CITY of RICHMOND of the type of licenses purchased.

## SPECIAL CONDITIONS

To the Contract between the Cities of  
El Cerrito, San Pablo, and the Kensington  
Police Protection and Community  
Services District and

The City of Richmond

- A. The CITY of RICHMOND shall not provide any Dispatch Services to the CITY of PINOLE and CITY of HERCULES.
- B. The CITY of RICHMOND shall not provide any Records Services to the CITY of PINOLE and CITY of HERCULES.
- C. The CITY of RICHMOND shall provide the following services to the CITY of PINOLE and CITY of HERCULES:
  - a. Technical support for the New World Systems Software installed on the Mobile Data Computers (MDC).
  - b. The MDC switch software and hardware.
  - c. The hardware associated with the Computer Aided Dispatch (CAD) software.
  - d. The server software associated with the Computer Aided Dispatch (CAD), Records Management System (RMS), and NCIC.
  - e. Any communication interfaces directly related to the use of the Computer Aided Dispatch (CAD) software.
- D. CITY of PINOLE and CITY of HERCULES will share in the cost pertaining to the infrastructure of the Computer Aided Dispatch (CAD) server software and hardware, Records Management System (RMS), MDC server software and hardware, and the personnel costs associated with the two (2) Richmond Police Department Information Technology Team members.

## PAYMENT PROVISIONS

To the Contract between the Cities of  
El Cerrito, San Pablo, Special District of  
Kensington, Pinole, Hercules and

The City of Richmond

### PAYMENT

The annual payment set forth for each of the participating agencies to the CITY of RICHMOND was established through an estimated budget summary. Detailed information regarding these service demands and operating costs can be found in the "Budget Summary" table, **Attachment "A"**. In consideration of these operating costs and service demands, the following payments will be made to the CITY of RICHMOND by the respective CONTRACT CITIES/SPECIAL DISTRICT, which is estimated to total **\$15,267,686.27** over the three year period. The 10% yearly increase is only for budget purposes and billing each year of the contract will be actual costs of services. These actual costs will be submitted to each agency when billed.

- A. It is agreed that CITY of RICHMOND Fire Department and the CONTRACT CITIES/SPECIAL DISTRICT shall pay to the CITY of RICHMOND, on a monthly basis for each year of this Agreement for all services rendered under this Agreement, based upon the total yearly cost for each CONTRACT CITIES/SPECIAL DISTRICT. The following amounts represent monthly payments for the 3-years of this contract. It is recognized that in year two and three of this Agreement that there is an increase of 10% per year for increased charges associated with negotiated salary, benefit increases, training of personnel, increases (through mutual agreement) in personnel, inflationary adjustments incurred through vendors, and other charges as identified and agreed upon.
- B. It is agreed that CONTRACT CITIES/SPECIAL DISTRICT shall provide the CITY OF RICHMOND on a yearly basis their population and authorized personnel for which this data will be used for the entire year in compiling the monthly billings.

- C. It is agreed that the CITY of RICHMOND, for the term of this Agreement, will annually apply \$100,000 of the payment amount toward those costs associated with the “*consolidation*” effort of the CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND POLICE DEPARTMENT. These costs shall include, but *are not limited to*, all phases of “consolidation”, the West County Data Communications Network/Wide Area Network (WAN), and any consolidation related project approved by the “*Operations/Technical Advisory Group.*”
- D. It is agreed that the payment amount of \$100,000 only applies to the Police Departments, and the CITY Of RICHMOND Fire Department and CITY of EL CERRITO Fire Department is not subject to a cost share for this fund. It is agreed that in the event these funds are not fully expended against enhancement needs, they will be applied towards future annual amortization and enhancements.
- E. The monies received by the CITY of RICHMOND for dispatch enhancements shall be placed in a separate enterprise account maintained by the CITY of RICHMOND. The monies in this account may not be used for any purpose other than those described above in Section B of the Payment Provisions. Each month the CITY of RICHMOND shall provide a report to the “*Operations/Technical Advisory Group*” and their respective Chief of Police, outlining expenditures from this enterprise fund for enhancements.
- F. All expenditures of \$10,000.00 or less for dispatch enhancements from the separate enterprise account maintained by the CITY of RICHMOND requires approval from the “*Operations/Technical Advisory Group.*”
- G. All expenditures over \$10,000.00 for dispatch enhancements from the separate enterprise account maintained by the CITY of RICHMOND require approval from the *Operations/Technical Advisory Group and the Chiefs of Police*. The Representative from the *Operations/Technical Advisory Group* shall present the request for expenditures to the Chiefs of Police for written approval prior to expending the funds.
- H. The total contract amount does not provide for the purchase of remote data communications equipment as described in Section D of the Service Plan and additional telephone lines and connections described in Section F of the Service Plan. The CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND shall agree upon the compensation for providing these additional services. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will be responsible for purchase, installation, and maintenance of its own remote data communication devices.



ATTACHMENT A

To the Contract between the Cities of  
El Cerrito, San Pablo, and the Kensington  
Police Protection and Community  
Services District and

The City of Richmond

**Consolidated Communication 3 Year Estimated Budget**

\*Cost Factors are based on 2010-2011 FY Budget \$4,353,951.00

\*\*Cost Share Percentage based on January - December 2010 data

\*\*\*10% FY Increase Based on Previous FY

FY 2011/2012 Estimated CAD Budget	\$4,612,594.04
FY 2012/2013 Estimated CAD Budget	\$5,073,853.44
FY 2013/2014 Estimated CAD Budget	\$5,581,238.79

Cost Share	Communications	Quarterly	Monthly	Fiscal
Percentage	Operations	Billings	Billings	Year

**Richmond/El Cerrito Fire Department**

18.00%	\$803,811.18	\$200,952.80	\$66,984.27	FY 2011/2012
	\$913,293.62	\$228,323.40	\$76,107.80	FY 2012/2013
	\$1,004,622.98	\$251,155.75	\$83,718.58	FY 2013/2014

**Richmond Police Department**

63.3425%	\$2,417,328.97	\$604,332.24	\$201,444.08	FY 2011/2012
	\$2,635,402.60	\$658,850.65	\$219,616.88	FY 2012/2013
	\$2,898,942.87	\$724,735.72	\$241,578.57	FY 2013/2014

**El Cerrito Police Department**

14.12%	\$538,859.14	\$134,714.79	\$44,904.93	FY 2011/2012
	\$587,471.05	\$146,867.76	\$48,955.92	FY 2012/2013
	\$646,218.15	\$161,554.54	\$53,851.51	FY 2013/2014

**Kensington Police Protection and Community Service District**

2.74%	\$104,566.15	\$26,141.54	\$8,713.85	FY 2011/2012
	\$113,999.34	\$28,499.83	\$9,499.94	FY 2012/2013
	\$125,399.27	\$31,349.82	\$10,449.94	FY 2013/2014

**San Pablo Police Department**

19.7975%	\$755,528.60	\$188,882.15	\$62,960.72	FY 2011/2012
	\$823,686.83	\$205,921.71	\$68,640.57	FY 2012/2013
	\$906,055.51	\$226,513.88	\$75,504.63	FY 2013/2014

## CONSORTIUM RECORDS MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF RICHMOND, a municipal corporation, and the CITY OF SAN PABLO, a municipal corporation, the CITY OF EL CERRITO, a municipal corporation, the KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT, CITY of PINOLE, a municipal corporation, and CITY of HERCULES, a municipal corporation (hereinafter collectively referred to as "CONTRACT CITIES/SPECIAL DISTRICT").

For and in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereto mutually agree and promise as follows:

1. **SERVICES.** The CITY of RICHMOND and the CONTRACT CITIES/SPECIAL DISTRICT shall perform those services and carry out that work described in the SERVICE PLAN, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
2. **COMPENSATION.** The CONTRACT CITIES/SPECIAL DISTRICT shall pay to the CITY of RICHMOND those payments described in the PAYMENT PROVISIONS, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. During the term of this Agreement, shared costs are established through a combined consideration of identified operating expenses and measured service demands.

The CONTRACT CITIES/SPECIAL DISTRICT recognize that in subsequent years of this Agreement, there will be increased charges associated with negotiated salary and benefit increases, as well, as inflationary adjustments incurred by the CITY of RICHMOND through vendors supporting the consolidated dispatch operations. In view of potential increased costs, it is agreed that the CITY of RICHMOND is hereby authorized to make adjustments to the parties' shared costs to reflect such increased charges.

3. **TERM.** This Agreement shall commence on **July 1, 2011** and shall terminate on **June 30, 2014**, unless terminated as hereinafter provided.
4. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by any party, at their sole discretion, upon six (6) months advance written notice thereof to the other parties during the first year of this Agreement and with ninety (90) days written notice in subsequent years. This Agreement may be terminated immediately by written mutual consent of the CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND.

Upon the default of any party in the performance of any of its obligations under this Agreement, where such failure continues for a period of ten (10) days after written notice of such default from the non-defaulting party to the defaulting party, then the non-defaulting party may immediately terminate this Agreement upon giving written notice to the defaulting party. However, if the nature of the default is such that more than ten (10) days are reasonably required for its cure, then the non-defaulting party may not terminate this Agreement if the defaulting party commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

5. **MODIFICATIONS AND AMENDMENTS.** This Agreement may be modified or amended by a written document executed by all of the parties hereto; provided that, the Service Plan may be amended by a written administrative amendment executed by the Chiefs of Police of each of the parties hereto so long as the amendments do not materially change the Service Plan.

6. **CONTACT PERSON.** The contact persons for this Agreement shall be:

CITY of EL CERRITO

CITY of SAN PABLO

---

Sylvia Moir, Chief of Police  
10900 San Pablo Avenue  
El Cerrito, CA 94530  
(510) 215-4426

---

Walter Schuld, Chief of Police  
13880 San Pablo Avenue  
San Pablo, CA 94806  
(510) 215-3105

Kensington Police Protection & Community Services District

---

Greg Harman, Chief of Police  
13880 San Pablo Avenue  
Kensington, CA 94707  
(510) 526-4141

CITY of PINOLE

CITY of HERCULES

---

Paul Clancy, Chief of Police  
880 Tennent Avenue  
Pinole, CA 94564  
(510) 724-8955

---

Fred Deltorchio, Chief of Police  
111 Civic Drive  
Hercules, CA 94547  
(510) 799-8262

CITY of RICHMOND

---

Chris Magnus, Chief of Police  
1701 Regatta Boulevard  
Richmond, CA 94804  
(510) 620-6655

7. **NOTICES.** All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices shall be addressed to the contact person designated herein. The effective date of notice to any party hereto shall be the date of deposit in the mail or of other delivery.
8. **INDEPENDENT CONTRACTOR STATUS.** This agreement is by and among independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
9. **INDEMNIFICATION.** RICHMOND shall defend, indemnify, and hold harmless EL CERRITO, SAN PABLO, KENSINGTON, PINOLE and HERCULES, their officers, agents, employees and volunteers from all claims, costs and liability arising out of or in connection with RICHMOND's performance of services under this agreement. The duty to defend shall include the duty to pay for defense counsel and, if used, arbitration services prior to any determination of fault or degree of fault. To the extent that any claim or liability is determined by the court or arbitrator to have been caused by the negligence or willful misconduct of any other party to this agreement, the responsible City shall reimburse its proportional share of reasonable attorneys fees incurred by Richmond to the extent caused by its negligence or willful misconduct.
10. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

11. **SIGNATURES**. These signatures attest the parties' agreement hereto:

CITY of EL CERRITO (Police)

By \_\_\_\_\_  
Scott Hanin, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of SAN PABLO

By \_\_\_\_\_  
Matt Rodriguez, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

Kensington Police Protection & Community Services District

By \_\_\_\_\_  
Greg Harman, General Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of PINOLE

By \_\_\_\_\_  
Belinda Espinosa, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of HERCULES

By \_\_\_\_\_  
Fred Deltorchio, Interim City Manager

Attest:

By \_\_\_\_\_  
City Clerk

CITY of RICHMOND

By \_\_\_\_\_  
Bill Lindsay, City Manager

Attest:

By \_\_\_\_\_  
City Clerk

## SERVICE PLAN

To the Contract between the Cities of  
El Cerrito, San Pablo, Pinole, Hercules and  
the Kensington Police Protection and  
Community Services District and

The City of Richmond

### PURPOSE

This Agreement specifies the contractual terms and conditions by which the CITY of RICHMOND, through its Police Department, will provide automated records management system for its CONTRACT CITIES/SPECIAL DISTRICT and their respective Police Departments.

It is intended that this contract will mutually provide economical and operational benefits to the CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT through the consolidation of resources available for automated records management system.

### SCOPE OF AGREEMENT

1. The scope of services provided hereunder shall include the following:
  - A. The CITY of RICHMOND, shall provide access to the State Department of Justice California Telecommunication System (DOJ/CLETS) during the term of this Agreement to each CONTRACT CITIES/SPECIAL DISTRICT provided, however, that each CONTRACT CITIES/SPECIAL DISTRICT shall be responsible for jointly coordinating with the CITY of RICHMOND the use of authorized DOJ/CLETS mnemonics for mutual benefit of ARMS users and each CONTRACT CITIES/SPECIAL DISTRICT, at its sole costs and expense.
  - B. The CONTRACT CITIES/SPECIAL DISTRICT, at its sole costs and expense, shall maintain responsibility for providing their own Agency CLETS Coordinator (ACC) formerly known as ATC per DOJ/CLETS Policy, Practices and Procedures as set forth in the DOJ/CLETS Operating Manual and in accordance with California Government Code Chapter 2.5, Section 15150 through 15167.

- C. The CITY of RICHMOND through its Police Department will provide some records services limited to California Department of Justice CLETS entries during non-business hours of the CONTRACT CITIES/SPECIAL DISTRICT except for CITY of PINOLE and CITY of HERCULES and 24/7 support related to warrant duties associated with the Justice Automated Warrant System (JAWS), and California Department of Justice CLETS entries.
- D. Non-Business hours are defined as 1700 hours through 0900 hours, Monday through Friday, and 24 hour service on Saturday and Sunday and all Holidays the Consortium Records are not working. In addition, Records Support may be required in emergency situations or if the assistance requires expertise beyond the ability of the on-duty Records Specialist.
- E. The CITY of RICHMOND shall not be required to provide clerical and data support for or assume responsibility for any data entries in connection with the performance of this Agreement except as it relates to DOJ/CLETS data entries which are required after normal business hours for KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, CITY of San Pablo, and CITY of EL CERRITO. Each CONTRACT CITIES/SPECIAL DISTRICT shall otherwise be responsible to provide clerical support for tasks normally associated with records data entries to ARMS.
- F. The CITY of RICHMOND shall be responsible for maintaining and entering into DOJ/CLETS and JAWS (Justice Automated Warrant System) Warrants for KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, CITY of San Pablo, and CITY of EL CERRITO.
- G. The CITY of RICHMOND shall provide access to the All County Criminal Justice Network System (ACCJIN) during the term of this Agreement to each Contract Agency; provided, however, that each Contract Agency will be responsible for any usage fees, maintenance, and additions to/of their direct or indirect connection with ACCJIN. Connectivity with ACCJIN will be accomplished through the West County Data Communications Wide Area Network (WAN). Usage fees and maintenance costs associated with the WAN will be the individual responsibility of the CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT.



- H. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will be responsible for any current T-1 data line usage fees, maintenance, and additions to/of their direct or indirect connection with the CITY of RICHMOND Network/Wide Area Network (WAN) for the purpose of connectivity to CAD/RMS and Mobile Servers or Services.
- I. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT, through their respective Chiefs of Police, shall establish an ***“Operations/Technical Advisory Group,”*** which shall meet on a quarterly basis to consider the needs and issues affecting the successful operation of this consolidated dispatching system. The ***“Operations/Technical Advisory Group Representative”*** shall be the Systems Administrator of the CITY of RICHMOND Police Department. The ***“Operations/Technical Advisory Committee Representative”*** shall be responsible for reporting to the respective Chiefs of Police on planning, equipment, personnel, cost sharing, and operations issues that are likely to impact this dispatch consolidation effort.
- J. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT, through their respective Chiefs of Police, shall establish a ***“Users Advisory Group,”*** currently known as “PHREKS” (Pinole, Hercules, Richmond, El Cerrito, Kensington and San Pablo) which shall meet on a monthly basis to consider the needs and issues affecting the successful operation of the consolidated dispatching system software. The ***“Users Advisory Committee Representative”*** shall be responsible for reporting to the ***“Operations/Technical Advisory Committee”*** any software issues that are likely to impact this dispatch consolidation effort.
- K. Prior to adding any additional agencies as parties to this Agreement, CITY of RICHMOND shall seek an advisory opinion from the Operations Advisory Group concerning said addition. CITY of RICHMOND shall not add any additional agencies as parties unless CITY of RICHMOND determines that such an addition will not result in degradation of the services being provided hereunder to existing CONTRACT CITIES/SPECIAL DISTRICT. Any additional agencies entering into this Agreement shall be responsible for all costs imposed on the CONTRACT CITIES/SPECIAL DISTRICT, in addition to, purchasing of Computer Aided Dispatch software, and hardware, as will a supplemental payment of \$10,000 into the Contingency/Enhancement Fund.

L. Prior to adding any additional software licenses, the CONTRACT CITIES/SPECIAL DISTRICT, shall notify the CITY of RICHMOND prior to the expenditure with the computer names, IP addresses, and the total amount of licenses purchased. In addition, the CONTRACT CITIES/SPECIAL DISTRICT shall notify the CITY of RICHMOND the type of licenses purchased.

## PAYMENT PROVISIONS

To the Contract between the Cities of  
El Cerrito, San Pablo, Pinole, Hercules, and  
the Kensington Police Protection and  
Community Services District and

The City of Richmond

### PAYMENT

The annual payment set forth for each of the participating agencies to the CITY of RICHMOND was established through an estimated budget summary. Detailed information regarding these service demands and operating costs can be found in the "Budget Summary" table, **Attachment "A"**. In consideration of these operating costs and service demands, the following payments will be made to the CITY of RICHMOND by the respective CONTRACT CITIES/SPECIAL DISTRICT, which is estimated to total **\$864,142.72** over the three year period. The 10% yearly increase is only for budget purposes and billing each year of the contract will be actual costs of services. These actual costs will be submitted to each agency when billed.

- A. It is agreed that the CONTRACT CITIES/SPECIAL DISTRICT shall pay to the CITY of RICHMOND, on a monthly basis for each year of this Agreement for all services rendered under this Agreement, based upon the total yearly cost for each CONTRACT CITIES/SPECIAL DISTRICT. The following amounts represent monthly payments for the 3-years of this contract. It is recognized that in year two and three of this Agreement that there is an increase of 10% per year for increased charges associated with negotiated salary, benefit increases, training of personnel, increases (through mutual agreement) in personnel, inflationary adjustments incurred through vendors, and other charges as identified and agreed upon.
- B. It is agreed that CONTRACT CITIES/SPECIAL DISTRICT shall provide the CITY OF RICHMOND on a yearly basis their population and authorized personnel for which this data will be used for the entire year in compiling the monthly billings.

- C. It is agreed that the CITY of RICHMOND, for the term of this Agreement, will annually apply \$25,000 of the payment amount toward those costs associated with the “*consolidation*” effort of the CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND POLICE DEPARTMENT. These costs shall include, but *are not limited to*, all phases of “consolidation”, the West County Data Communications Network/Wide Area Network (WAN), and any consolidation related project approved by the “*Operations/Technical Advisory Group*.”
- D. The monies received by the CITY of RICHMOND for dispatch enhancements shall be placed in a separate enterprise account maintained by the CITY of RICHMOND. The monies in this account may not be used for any purpose other than those described above in Section B of the Payment Provisions. Each month the CITY of RICHMOND shall provide a report to the “*Operations/Technical Advisory Group*” and their respective Chief of Police, outlining expenditures from this enterprise fund for enhancements.
- E. All expenditures of \$10,000.00 or less for dispatch enhancements from the separate enterprise account maintained by the CITY of RICHMOND requires approval from the “*Operations/Technical Advisory Group*.”
- F. All expenditures over \$10,000.00 for dispatch enhancements from the separate enterprise account maintained by the CITY of RICHMOND require approval from the *Operations/Technical Advisory Group and the Chiefs of Police*. The Representative from the *Operations/Technical Advisory Group* shall present the request for expenditures to the Chiefs of Police for written approval prior to expending the funds.

## ATTACHMENT A

To the Contract between the Cities of  
El Cerrito, San Pablo, Pinole, Hercules, and  
the Kensington Police Protection and  
Community Services District and

The City of Richmond

Cost Share Percentage	Records Operations	Quarterly Billings	Monthly Billings	Fiscal Year
<b>Richmond Police Department</b>				
51.4475%	\$134,314.15	\$33,578.54	\$11,192.85	FY 2011/2012
	\$147,745.56	\$36,936.39	\$12,312.13	FY 2012/2013
	\$162,520.12	\$40,630.03	\$13,543.34	FY 2013/2014
<b>El Cerrito Police Department</b>				
11.465%	\$29,931.71	\$7,482.93	\$2,494.31	FY 2011/2012
	\$32,924.88	\$8,231.22	\$2,743.74	FY 2012/2013
	\$36,217.37	\$9,054.34	\$3,018.11	FY 2013/2014
<b>Kensington Police Protection and Community Services District</b>				
2.1650%	\$5,652.17	\$1,413.04	\$471.01	FY 2011/2012
	\$6,217.39	\$1,554.35	\$518.12	FY 2012/2013
	\$6,839.13	\$1,709.78	\$569.93	FY 2013/2014
<b>San Pablo Police Department</b>				
16.1675%	\$42,208.54	\$10,552.14	\$3,517.38	FY 2011/2012
	\$46,429.40	\$11,607.35	\$3,869.12	FY 2012/2013
	\$51,072.34	\$12,768.08	\$4,256.03	FY 2013/2014
<b>Pinole Police Department</b>				
10.8175%	\$28,241.28	\$7,060.32	\$2,353.44	FY 2011/2012
	\$31,065.41	\$7,766.35	\$2,588.78	FY 2012/2013
	\$34,171.95	\$8,542.99	\$2,847.66	FY 2013/2014
<b>Hercules Police Department</b>				
7.9375%	\$20,722.46	\$5,180.62	\$1,726.87	FY 2011/2012
	\$22,794.70	\$5,698.68	\$1,899.56	FY 2012/2013
	\$25,074.17	\$6,268.54	\$2,089.51	FY 2013/2014

## **DISTRICT - NEW BUSINESS**

4. General Manager Greg Harman will provide the opportunity to the Board to make a possible nomination of a KPPCSD director to seek election on the CSDA Board of Directors Seat C.  
Possible Board Action.



# California Special Districts Association

*Districts Stronger Together*

**DATE:** March 2, 2011

**TO:** CSDA Voting Member Presidents and General Managers

**FROM:** CSDA Elections and Bylaws Committee

**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT C**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2011-2014 term.

The leadership of CSDA is elected from its six geographical regions. Each of the six regions has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA regular member located within the geographic region that they seek to represent. (See attached Region Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration.

**Commitment:** Serving on the Board requires one's interest in the issues confronting special districts statewide. A board member is expected to attend all board meetings held every other month, usually on the second Friday of the month, at CSDA's office in Sacramento. Besides serving on the Board, each Board Member is expected to participate on at least one committee, which usually meets 3-4 times a year in Sacramento. CSDA reimburses directors for their related expenses for Board and Committee meetings as outlined in Board Policy. In addition, all Board Members are expected to attend CSDA's two annual events: Special Districts Legislative Days (held in the spring) and the Annual Conference (held in the fall) as part of their obligation to the CSDA membership; expenses for these two events are not reimbursed by CSDA, even if a board meeting or committee meeting is held in conjunction with the event.

**Nomination Procedures:** Any regular member Independent Special District is eligible to nominate one person, a board member or managerial employee (as

defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action must accompany the nomination. The deadline for receiving nominations is May 27, 2011.** Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 10<sup>th</sup>. The ballots must be received by CSDA no later than 5:00 p.m. August 5, 2011 and must be the original ballot (no faxes or e-mails). The successful candidates will be notified no later than August 9<sup>th</sup>. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in October.

### **Expiring Terms**

(See enclosed map for regional breakdown)

<b>Region 1</b>	Seat C	Phil Schoefer, Western Shasta Resource Conservation District **
<b>Region 2</b>	Seat C	Pete Kampa, Tuolumne Utilities District **
<b>Region 3</b>	Seat C	Stanley Caldwell, Mt. View Sanitary District *
<b>Region 4</b>	Seat C	Tim Unruh, Kern County Cemetery District #1 **
<b>Region 5</b>	Seat C	Jim Acosta, Saticoy Sanitary District *
<b>Region 6</b>	Seat C	Dewey Ausmus, North County Cemetery District *

\* = Incumbent is running for re-election

\*\* = Incumbent may run again

If you have any questions, please contact Charlotte Lowe at 877-924-CSDA or [charlottel@csda.net](mailto:charlottel@csda.net).



**CALIFORNIA SPECIAL DISTRICTS ASSOCIATION  
BOARD OF DIRECTORS**

**NOMINATION FORM**

PLEASE BE SURE THE CANDIDATE'S PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE

Name of Candidate: \_\_\_\_\_

District: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_

Region: \_\_\_\_\_ (see attached map)

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

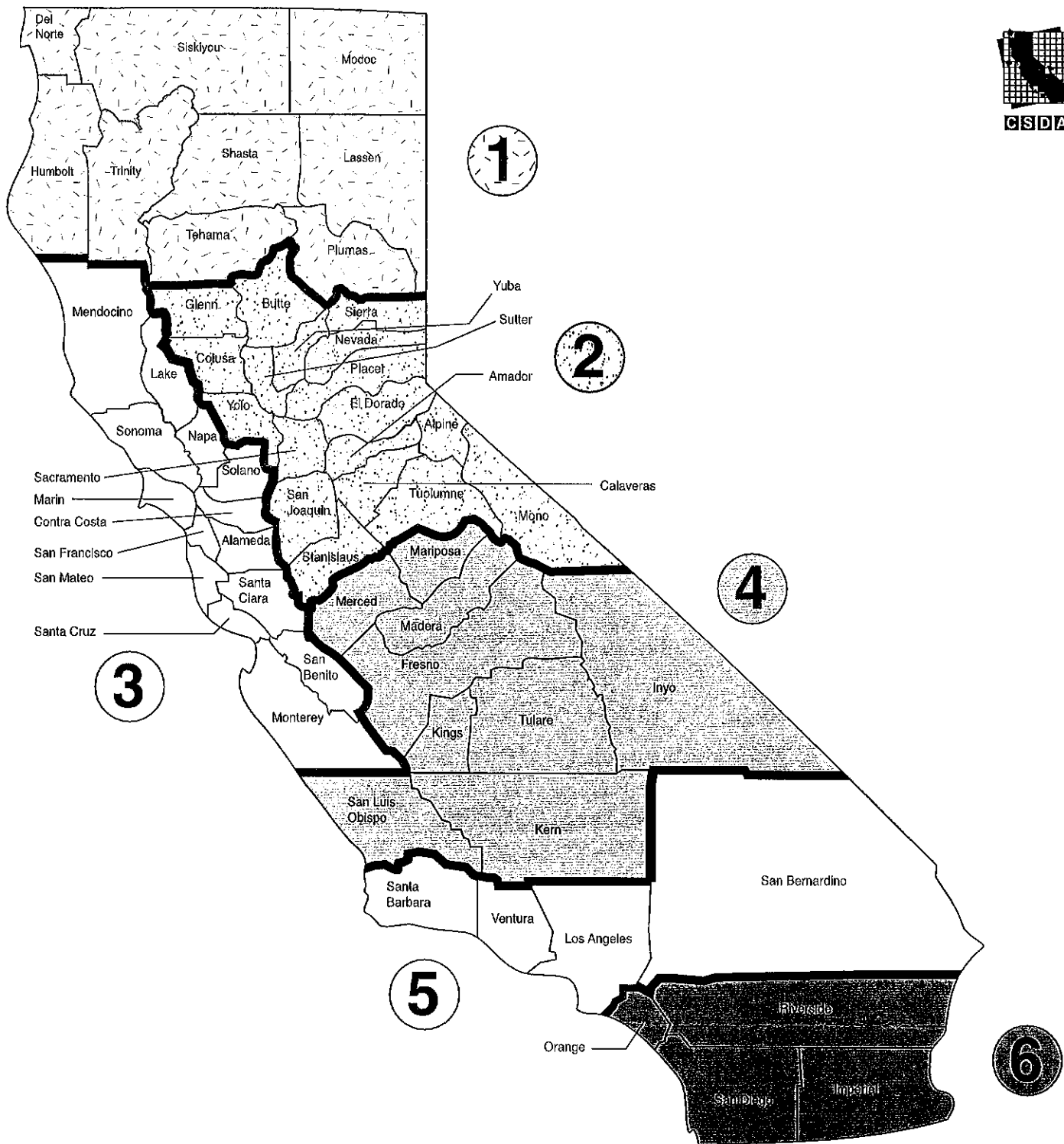
Nominated by (optional): \_\_\_\_\_

Return this **form and a Board resolution/minute action** supporting  
the candidate by fax or mail to:

CSDA  
Attn: Charlotte Lowe  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(916) 442-7887      (916) 442-7889 fax

***DEADLINE FOR RECEIVING NOMINATIONS – May 27, 2011***

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## 2011 CSDA Board of Directors by Region

### Region 1

Mark Bryant, *Garberville Sanitary District*  
 Norman Shopay, *McKinleyville CSD*  
 Phil Schoefer, *Western Shasta RCD*

### Region 3

James Kohnen, *Alameda County Mosquito AD*  
 Sherry Sterrett, *Pleasant Hill RPD*  
 Stanley Caldwell, *Mt. View Sanitary District*

### Region 5

Jack Curtis, *Ojai Valley Sanitary District*  
 Kathy Tiegs, *Cucamonga Valley Water*  
 Jim Acosta, *Saticoy Sanitary District*

### Region 2

Noelle Mattock, *El Dorado Hills CSD*  
 Ginger Root, *Tuxedo Country Club FPD*  
 Pete Kampa, *Tuolumne Utilities District*

### Region 4

Adrienne (Ann) Mathews, *Kern County Water Agency*  
 Tim Ruiz, *East Niles CSD*  
 Tim Unruh, *Kern County Cemetery District No. 1*

### Region 6

Jo MacKenzie, *Vista Irrigation District*  
 William Nelson, *Orange County Cemetery District*  
 Dewey Ausmus, *North County Cemetery District*