

Agenda

Board of Directors
Kensington Police Protection
and Community Service District
Special & Regular Meetings
Thursday, July 14, 2022
Via Teleconference

www.kppcsd.org/2022-07-14-kppcsd-board-meeting

The page at the URL above will have instructions on how to join the online meetings.

On September 16, 2021, the Governor signed into law AB 361. AB 361 added Section 54953(e) to the California Open Meetings Act, California Government Code 54950 et seq. (“The Brown Act”). Section 54953(e) allows District’s legislative body, the Board of Directors, to hold meetings by teleconferences during a proclaimed state of emergency subject to the Board making findings specified in Section 54953(e)(2). The Board may continue to hold teleconferenced meetings during the state of emergency so long as at least every 30 days, the Board reconsiders the state of emergency to determine if remote meetings are warranted under Section 54953(e)(3). When holding teleconferenced meetings, the Board must comply with the notice, access, public comment and other procedure requirements of Section 54953(e)(2).

Regular Meeting - 7:00 p.m.

Call to Order

Roll Call

Public & Consent Calendar Comments

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Board Member or General Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the Board of Directors concerning Consent Calendar items or on matters not already on the agenda are invited to make oral comments of up to three minutes. Please raise your hand via Zoom. When you are called on by the Board President you will be unmuted and can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors, and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 217 Arlington Ave., Kensington, CA 94707 or llewis@kppcsd.org.

Consent Calendar

1. **Meeting Minutes for the Special and Regular Meetings of June 9 and June 30, 2022.**
Recommended Action: Approve meeting minutes.
Contact: Lynelle Lewis, District Clerk, llewis@kppcsd.org
2. **May 2022 Financial Reports**
Recommended Action: Receive and accept financial reports.
Contact: Lisa Mundis, Finance Director, lmundis@kppcsd.org

Discussion and Action

3. **Architect's Report Regarding Potential Relocation Sites**
Recommended Action: Receive a report on District's Building E, the Annex Building and the parking lot along Arlington Avenue.
Contact: Tony Constantouros, Interim General Manager, tconstantouros@kppcsd.org
4. **Election to Establish Appropriation Limits**
Recommended Action: Approve the following actions: 1) Adopt Resolution No. 2022-18 A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Calling An Election For The Purpose Of Submitting To The Qualified Electors Of The District The Question Of Establishing The District's Appropriations Limit Under Article Xiiib Of The California Constitution, Fixing The Date Of Said Election And Requesting The Services Of The County Clerk; 2) Submit the suggested argument in favor in support of the proposed measure or delegate the finalization of the language to a two-person subcommittee; and 3) Select a two-member subcommittee to prepare any rebuttal and/or finalize the argument in favor.
Contact: Tony Constantouros, Interim General Manager, tconstantouros@kppcsd.org
5. **Annual Supplemental Special Tax for Police Protection (Measure G), FY 2022-23**
Recommended Action: Approve and adopt Resolution No. 2022-19 A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Establishing The Annual Supplemental Special Tax For Police Protection (Measure G) for FY 2022-23.
Contact: Lisa Mundis, Finance Director, lmundis@kppcsd.org
6. **Update on El Cerrito Agreement and Mobile Modular Quote**
The Interim General Manager will provide an oral update on these items.
Contact: Tony Constantouros, Interim General Manager, tconstantouros@kppcsd.org
7. **Approve Kensington Police Officers Association Memorandum of Agreement (MOU) Effective July 1, 2022**
Recommended Action: Approve a three-year MOU with the Kensington Police Officers Association effective July 1, 2022, and authorize the Board President to sign.
Contact: Tony Constantouros, Interim General Manager, tconstantouros@kppcsd.org

8. Employment Agreement with Michael Gancasz

Recommended Action: Approve an At-Will Employment Agreement with Michael Gancasz as Chief of Police and authorize the Interim General Manager to sign.

Contact: Tony Constantouros, Interim General Manager, tconstantouros@kppcsd.org

9. Administrative Staff Compensation Adjustments and Salary Schedule

Recommended Action: Approve a 7 ½% increase to the compensation of the non-represented staff and adopt a revised salary schedule reflecting changes to the KPOA MOU and the Chief of Police contract.

Contact: Tony Constantouros, Interim General Manager, tconstantouros@kppcsd.org

10. Teleconference Meetings During State of Emergency

Recommended Action: Adopt Resolution No. 2022-20 A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Making Findings And Determining A Need To Continue Holding Remote Meetings By Teleconference.

Contact: Tony Constantouros, Interim General Manager, tconstantouros@kppcsd.org

Comments & Reports

11. Director Comments

12. General Manager Comments

13. Board Correspondence

- KCC Recreation Report – July 1, 2022

Adjournment

The next regular meeting is scheduled for August 11, 2022.

General Information

- All proceedings of the Open Session will be audio and video recorded if possible.
- Upon request, the Kensington Police Protection and Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meeting. Please send written request, including your name, mailing address, phone number, and a brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two days before the meeting. Requests should be sent to Kensington Police Protection & Community Service District, 217 Arlington Ave, Kensington, CA 94707.
- To be added to the Board Agenda Mailing List, complete and submit the form at <https://www.kppcsd.org/agenda-mailing-list> or by notifying the Clerk of the Board at llewis@kppcsd.org.

Posted Agenda

Public Safety Building – Colusa Food – Arlington Kiosk and at www.kppcsd.org. Complete agenda packets are available at the Public Safety Building at 217 Arlington Avenue, Kensington, CA 94707.

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

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Thursday, June 9, 2022

Via Teleconference

Draft

Special Meeting (Closed Session) – 6:00 p.m.

Call to Order [TS 6:53]

President Sylvia Hacaj called the Special Meeting to order at 6:01 p.m.

Roll Call [TS 7:14]

Director Chris Deppe, Vice-President Mike Logan, Director Eileen Nottoli, Director Rachelle Sherris-Watt, and President Sylvia Hacaj were present at roll call.

Staff present included Interim General Manager Tony Constantouros, General Counsel Ann Danforth, and Clerk of the Board Lynelle M. Lewis.

Special Meeting Agenda Public Comments [TS 7:33]

1. Teleconference Meetings During State of Emergency. [TS 7:53]

- Motion by Director Deppe, seconded by Director Sherris-Watt, to adopt Resolution No. 2022-10 making findings and determining a need to continue holding remote meetings by teleconference, carried (4-1) by the following roll call vote: (AYES) Directors Deppe, Nottoli, Sherris-Watt, and Hacaj; (NOES) Director Logan; and (ABSENT) None.

Resolution No. 2022-10 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Making Findings And Determining A Need To Continue Holding Remote Meetings By Teleconference.

Adjournment to Closed Session [TS 9:18]

President Hacaj announced that the Board would go into Closed Session to discuss two items.

Regular Meeting - 7:00 p.m.

Announcement from Closed Session [TS 1:19:47]

President Hacaj announced that in Closed Session the Board gave direction to its labor negotiator.

Call to Order [TS 1:20:03]

President Sylvia Hacaj called the Regular Meeting to order at 7:13 p.m.

Roll Call [[TS 1:20:16](#)]

Director Chris Deppe, Vice-President Mike Logan, Director Eileen Nottoli, Director Rachelle Sherris-Watt, and President Sylvia Hacaj were present at roll call.

Staff present included Interim General Manager Tony Constantouros, General Counsel Ann Danforth, and Clerk of the Board Lynelle M. Lewis.

Public & Consent Calendar Comments [[TS 1:20:37](#)]

- The following persons addressed the Board: 1) Vida Dorroh asked for the number of meeting attendees; 2) A. Stevens Delk reviewed the parks and recreation history and the role of the Kensington Community Council (KCC); 3) Steve Simirin asked the Board's position on consolidating the police and fire boards and on the petition about relocation of the Police Department; 4) Sylvia Elsbury commented on the KCC's relationship with the Outlook; and 5) David Fike asked about the status of the joint meeting with the Kensington Fire Protection District (KFPD).

Consent Calendar [[TS 1:33:46](#)]

- Motion by President Hacaj, seconded by Director Sherris-Watt, to adopt the Consent Calendar Items 1-3, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

1. Meeting Minutes for the Special and Regular Meeting May 12, 2022 and the Special Meeting of May 27, 2022.

Approved meeting minutes.

2. April 2022 Financial Reports.

Received and accepted financial reports.

3. Police Department Annual Report to the Board.

Received and accepted the report.

Discussion and Action

4. Ordering, Consolidating and Specifying the Election Order for the November 8, 2022.
[[TS 1:34:47](#)]

Interim General Manager Anthony Constantouros introduced the recommended action to start the election process for three directors in November.

- Motion by President Hacaj, seconded by Director Sherris-Watt, to adopt Resolution No. 2022-11

ordering the election of three Directors at the November 8, 2022 Statewide General Election, consolidation of elections with Contra Costa County, and specifications of the election order, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

Resolution No. 2022-11 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Ordering The Election Of Three Directors At The November 8, 2022 Statewide General Election, Consolidation Of Elections With Contra Costa County, And Specifications Of The Election Order.

5. **Kensington Park Assessment District Levy.** [[TS 1:37:50](#)]

President Hacaj reviewed the recommended action.

- Motion by President Hacaj, seconded by Vice-President Logan, to adopt Resolution No. 2022-12 authorizing the assessment and ordering the levy for the Kensington Park Assessment District for Fiscal Year 2022-23 pursuant to the Landscaping and Lighting Act of 1972, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

Resolution No. 2022-12 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Authorizing The Assessment And Ordering The Levy For The Kensington Park Assessment District (The “District”) For Fiscal Year 2022-23 Pursuant To The Landscaping And Lighting Act Of 1972.

6. **Establishment of the Appropriations Limit Calculations for Fiscal Year 2022-23.** [[TS 1:40:37](#)]

Interim General Manager Anthony Constantouros reviewed the recommendation.

- Motion by Director Sherris-Watt, seconded by Vice-President Logan, to adopt Resolution No. 2022-13 affirming the establishment of the appropriations limit for Fiscal Year 2022-23, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

Resolution No. 2022-13 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Affirming The Establishment Of The Appropriations Limit For Fiscal Year 2022-23.

7. **Preliminary Budget Presentation.** [[TS 1:43:08](#)]

Interim General Manager Anthony Constantouros reported that District staff was unable to complete a draft budget in time for review and adoption and recommended scheduling a special meeting to consider and adopt the FY2022-23 budget.

- The following persons addressed the Board: 1) Steve Simirin commented on the wording of the proposed motion; 2) Paul Dorroh suggested coordinating the joint meeting with KFPD at the

special meeting; and 3) Gail Feldman asked about the spending authority if the budget is not adopted by July 1.

- Motion by President Hacaj, seconded by Vice-President Logan, to adopt Resolution No. 2022-14 authorizing consideration of the budget at a special meeting and that special meeting could be after June 30th and consideration could include potential adoption, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

Resolution No. 2022-14 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Authorizing The Adoption Of The 2022-2023 Budget At A Regular Or Special Meeting.

8. **Extend KCC Recreation Services Agreement.** [[TS 1:54:20](#)]

General Counsel Ann Danforth presented the recommended action.

- Motion by President Hacaj, seconded by Director Sherris-Watt, to approve the extension of the current KCC agreement until the end of August 2022 subject to any other potential minor changes, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

9. **Social Media Policy.** [[1:57:18](#)]

District General Counsel Ann Danforth presented the recommended action to adopt the draft resolution enacting a social media policy. Board members provided comments and asked about responsibility for managing dissemination of information.

- The following persons addressed the Board: 1) Paul Dorroh requested returning to in-person meetings; 2) Vida Dorroh commented on the dates on the KCC agreement; and 3) Danielle Madugo said she appreciates the Kensington Police Department’s Facebook postings.
- Motion by Director Deppe, seconded by President Hacaj, to adopt Resolution No. 2022-15 adopting Policy 3190.3, carried (4-1) by the following roll call vote: (AYES) Directors Deppe, Logan, Sherris-Watt, and Hacaj; (NOES) Director Nottoli; and (ABSENT) None.

Resolution No. 2022-15 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Adopting Policy 3190.3 (Social Media Policy).

Comments & Reports

10. Director Comments. [[TS 2:15:40](#)]

Director Sherris-Watt welcomed returning Interim General Manager Anthony Constantouros. She commended Police Chief Mike Gancasz on the excellent Police Department Annual Report.

11. General Manager Comments. [[TS 2:16:45](#)]

Interim General Manager Anthony Constantouros asked the Board to set a date for the Special Meeting on the budget, and the Board agreed on Thursday, June 30th at 6:00 p.m. Next, Mr. Constantouros provided updates on the Neilson Park project, the Strategic Plan, the Highland Blvd. drain survey report, the temporary El Cerrito location for the Police Department, and the upcoming ballot measure. Director Nottoli suggested that the Board consider, at a future meeting, donating the storm drain parcel on Highland Blvd. to the school.

12. Board Correspondence.

The KCC Recreation Office Report for June 2022 was filed with the Board.

Adjournment [[TS 2:32:07](#)]

President Hacaj adjourned the meeting at 8:27 p.m.

The next regular meeting is scheduled for Thursday, July 14, 2022.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: July 14, 2022

Tony Constantouros, Interim General Manager

Sylvia Hacaj, President of the Board

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Thursday, June 30, 2022

Via Teleconference

Draft

Regular Meeting - 7:00 p.m.

Call to Order [TS 4:01]

President Sylvia Hacaj called the Special Meeting to order at 6:01 p.m.

Roll Call [TS 4:20]

Director Chris Deppe, Vice-President Mike Logan, Director Eileen Nottoli, Director Rachelle Sherris-Watt, and President Sylvia Hacaj were present at roll call.

Staff present included Interim General Manager Tony Constantouros, General Counsel Ann Danforth, Chief of Police Mike Gancasz, Director of Finance Lisa Mundis, and Clerk of the Board Lynelle M. Lewis.

Discussion and Action

1. Fiscal Year (FY) 2022-23 Budget. [TS 6:52]

Interim General Manager Tony Constantouros and Director of Finance Lisa Mundis presented major highlights from the proposed Fiscal Year 2022-23 budget. The key items included: a balanced budget with a small projected surplus; police vehicle leases, operations and fuel items are combined in Fleet Expenses; a 5% Reserve for future projects; 5% Contingency for unanticipated costs during the Fiscal Year; a rough estimate of \$100,000 for the temporary office move; a General Fund Reserve projected at \$2,100,000, and reclassification of the temporary Administrative Assistant position to the new position of permanent full-time Administrative Services Assistant.

- Addressing the Board were the following persons: 1) Jim Watt commented on salaries, the status of the police memorandum of understanding, the reserve policy, and the Bayview refuse account; and 2) Vida Dorroh asked about revenue figures.

The Board asked questions and provided comments. Staff responded to the Board's questions along with those from the public commenters. The Board gave direction to staff on the budget including providing quarterly budget reports along with a mid-year budget revision.

- Motion by President Hacaj, seconded by Director Deppe, that the Board adopt Resolution No. 2022-16 adopting the budget for Fiscal Year 2022-23 and in particular this involves: 1) the Board adopts the budget as presented and amended at this meeting of the Board of Directors; 2) reclassifies the temporary administrative assistant to the full time administrative services assistant at \$35/hour; 3) that the sums of money therein set forth are hereby appropriated from revenues of the District to the departments, functions and activities therein set forth for expenditures during the Fiscal Year 2022-23; and 4) as more precise information

becomes available during the course of the fiscal year, staff is directed to keep the budget in balance, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

2. **Temporary District Location** [[TS 2:41:35](#)]

Interim General Manager Anthony Constantouros presented the recommended action regarding the Quote (\$66,532.06) from Mobile Modular Management Corporation, accepting the proposal to modify the mobile unit located at 10940 San Pablo Avenue, Building B, El Cerrito, CA subject to conditions listed in the Agenda Report and; (2) Allocate \$51,532.06 from Acct. 983 Building Temporary Relocation in the recommended budget.

The Board asked questions about the specifics of the modular modifications, the agreement with the City of El Cerrito, and de-modification costs.

- Addressing the Board were the following persons: 1) Mabry Benson supported moving forward; and 2) Mark Constantini asked why KPPCSD can not move back to 303 Arlington or explore other options.
- Motion by President Hacaj, seconded by Director Deppe, that the Board is authorizing staff to spend an additional \$52,000 to execute a contract with Mobile Modular subject to approval by our General Counsel as to form and details as to timing, breakdown of costs, and attachment of an exhibit that adequately describes the improvements in question, for signature by the General Manager, and in addition makes it contingent on execution of a contract with El Cerrito if that is not completed by the July 19th date that we anticipate, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

3. **Teleconference Meetings During State of Emergency.** [[TS 3:08:11](#)]

The Board directed staff to come back with information about hybrid meetings and air ventilation in the Community Center.

- Motion by Director Deppe, seconded by Director Sherris-Watt, to adopt Resolution No. 2022-17 making findings and determining a need to continue holding remote meetings by teleconference, carried (4-1) by the following roll call vote: (AYES) Directors Deppe, Nottoli, Sherris-Watt, and Hacaj; (NOES) Director Logan; and (ABSENT) None.

Resolution No. 2022-17 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Making Findings And Determining A Need To Continue Holding Remote Meetings By Teleconference.

Adjournment [[TS 3:11:59](#)]

President Hacaj adjourned the meeting at 9:10 p.m.

The next regular meeting is scheduled for Thursday, July 14, 2022.

SUBMITTED BY:

Lynelle M. Lewis, District Clerk of the Board

APPROVED: July 14, 2022

Tony Constantouros, Interim General Manager

Sylvia Hacaj, President of the Board



KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING

July 14, 2022

ITEM 2

FINANCIAL REPORTS FOR THE MONTH OF MAY 2022

SUMMARY OF RECOMMENDATION

Receive financial reports for the month ending May 2022.

ATTACHMENTS

1. Summary Balance Sheet as of May 31, 2022.
2. Budget vs. Actual Snapshot through May 31, 2022.
3. Revenue and Expense Report Detail through May 31, 2022.

SUBMITTED BY:

Lisa Mundis

Lisa Mundis

Finance Director

Kensington Police Protection & Community Services District

Summary Balance Sheet

As of May 31, 2022

	May 31, 22
ASSETS	
Current Assets	
Checking/Savings	2,835,419.80
Accounts Receivable	160,157.29
Other Current Assets	146,074.01
Total Current Assets	3,141,651.10
Fixed Assets	5,403,160.00
Other Assets	3,524,210.00
TOTAL ASSETS	12,069,021.10
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	(144.00)
Credit Cards	(23,751.76)
Other Current Liabilities	49,996.96
Total Current Liabilities	26,101.20
Long Term Liabilities	10,434,102.76
Total Liabilities	10,460,203.96
Equity	1,608,817.14
TOTAL LIABILITIES & EQUITY	12,069,021.10

Kensington Police Protection & Community Services District

Budget to Actual Snapshot

July 2021 through May 2022

	Actuals		\$ Over Budget		
	Jul '21 - May 22	YTD Budget	(Under Budget)	% of Budget	Annual Budget
Ordinary Revenue/Expense					
Revenue					
400 · Police Activities Revenue					
401 · Levy Tax	2,156,865	2,100,040	56,825	102.7%	2,100,040
402 · Special Tax-Police	685,470	685,710	(240)	100.0%	685,710
404 · Measure G Supplemental Tax Rev	620,988	621,207	(219)	100.0%	621,207
410 · Police Fees/Service Charges	640	1,375	(735)	46.5%	1,500
415 · Grants-Police	117,010	114,583	2,426	102.1%	125,000
416 · Interest-Police	0	750	(750)	0.0%	1,000
418 · Misc Police Revenue	2,702	4,583	(1,881)	59.0%	5,000
Total 400 · Police Activities Revenue	3,583,675	3,528,249	55,426	101.6%	3,539,457
420 · Park/Rec Activities Revenue					
405 · Restricted Lost/Found/Misc	158,358				
424 · Special Tax-L&L	0	42,184	(42,184)	0.0%	42,184
427 · Community Center Revenue	11,687	25,000	(13,313)	46.7%	30,000
438 · Tennis Court Revenue	649	1,833	(1,184)	35.4%	2,000
439 · Contributions for Community Ctr	0	0	0	0.0%	0
Total 420 · Park/Rec Activities Revenue	170,709	69,017	101,691	247.3%	74,184
440 · District Activities Revenue					
448a · Franchise Fees Gross	44,626	88,000	(43,374)	50.7%	110,000
448b · less Franchise Fees Paid Out	(17,222)	(37,300)	20,078	46.2%	(47,300)
456 · Interest-District	170	2,600	(2,430)	6.5%	2,600
458 · Misc District Revenue	5,025	307,956	(302,931)	1.6%	335,952
Total 440 · District Activities Revenue	32,600	361,256	(328,656)	9.0%	401,252
Total Revenue	3,786,984	3,958,522	(171,538)	95.7%	4,014,893

Kensington Police Protection & Community Services District

Budget to Actual Snapshot

July 2021 through May 2022

	Actuals		\$ Over Budget		Annual Budget
	Jul '21 - May 22	YTD Budget	(Under Budget)	% of Budget	
Expense					
500 · Police Sal & Ben					
502 · Salary - Officers	793,790	992,570	(198,780)	80.0%	1,082,804
506 · Overtime	156,467	110,000	46,467	142.2%	120,000
508 · Salary - Non-Sworn	27,128	0	27,128	100.0%	0
509 · Hiring Bonus	14,000	14,000	0	100.0%	14,000
516 · Uniform Allowance	7,073	8,250	(1,177)	85.7%	9,000
518 · Safety Equipment	0	2,063	(2,063)	0.0%	2,250
521-A · Medical/Vision/Dental-Active	95,848	158,569	(62,721)	60.4%	172,984
521-R · Medical/Vision/Dental-Retired	152,310	147,828	4,482	103.0%	161,267
521-T · Medical/Vision/Dental-Trust	0	(45,833)	45,833	0.0%	(50,000)
522 · Insurance - Police	4,809	5,465	(657)	88.0%	5,962
523 · SocialSecurity/Medicare-Police	14,230	15,988	(1,758)	89.0%	17,441
524 · Social Security - District	10,425	0	10,425	100.0%	0
527 · PERS - District Portion	152,713	171,229	(18,515)	89.2%	186,795
528 · PERS - Officers Portion	3,754	9,156	(5,401)	41.0%	9,988
529 · Pension Obln Bond Payment	214,200	298,399	(84,200)	71.8%	298,399
530 · Workers Comp	31,607	26,307	5,300	120.1%	26,307
Total 500 · Police Sal & Ben	1,678,353	1,913,989	(235,636)	87.7%	2,057,197
550 · Other Police Expenses					
552 · Expendable Police Supplies	8,818	7,792	1,027	113.2%	8,500
553 · Range/Ammunition Supplies	14,059	0	14,059	100.0%	0
554 · Traffic Safety	1,926	4,583	(2,657)	42.0%	5,000
560 · Crossing Guard	14,965	16,725	(1,760)	89.5%	18,245
561 · Vehicle Fuel	15,903	12,100	3,803	131.4%	13,200
562 · Vehicle Operation	19,036	13,182	5,855	144.4%	14,380
563 · Vehicle Lease	36,405	42,887	(6,482)	84.9%	46,786
564 · Communications	146,951	153,591	(6,639)	95.7%	157,104
566 · Radio Maintenance	9,720	18,077	(8,357)	53.8%	19,720
567 · Alarm	814	917	(103)	88.8%	1,000

Kensington Police Protection & Community Services District

Budget to Actual Snapshot

July 2021 through May 2022

	Actuals		\$ Over Budget		
	Jul '21 - May 22	YTD Budget	(Under Budget)	% of Budget	Annual Budget
568 · Prisoner/Case Exp./Booking	555	0	555	100.0%	0
570 · Training	917	9,167	(8,250)	10.0%	10,000
571 · Records	4,976	12,737	(7,761)	39.1%	13,895
572 · Hiring	20,495	14,667	5,828	139.7%	16,000
574 · Reserve Officers	597	3,667	(3,070)	16.3%	4,000
576 · Misc. Dues, Meals & Travel	3,361	1,467	1,894	229.2%	1,600
578 · POST - Reimburse	3,640	0	3,640	100.0%	0
580 · Utilities - Police	8,555	9,167	(612)	93.3%	10,000
581 · Bldg Repairs/Maint.	1,870	1,833	37	102.0%	2,000
582 · Expendable Office Supplies	902	0	902	100.0%	0
587 · IT Contract	21,733	19,034	2,700	114.2%	20,764
588 · Telephone	31,667	27,720	3,947	114.2%	30,240
590 · Janitorial	5,291	5,867	(576)	90.2%	6,400
591 · General Liability Insurance	31,893	31,893	0	100.0%	31,893
592 · Publications	750	5,042	(4,292)	14.9%	5,500
593 · Volunteer Programs	0	2,292	(2,292)	0.0%	2,500
594 · Community Policing	200	2,750	(2,550)	7.3%	3,000
595 · Legal/Consulting - Police	9,031	22,917	(13,886)	39.4%	25,000
596 · CAL I.D.	6,901	0	6,901	100.0%	0
599 · Police Taxes Measure G Admin	4,159	3,686	473	112.8%	4,021
550 · Other Police Expenses - Other	0	0	0	0.0%	0
Total 550 · Other Police Expenses	426,090	443,755	(17,665)	96.0%	470,748
Total Police Expenses	2,104,443	2,357,744	(253,301)	183.7%	2,527,944

Kensington Police Protection & Community Services District

Budget to Actual Snapshot

July 2021 through May 2022

	Actuals		\$ Over Budget		Annual Budget
	Jul '21 - May 22	YTD Budget	(Under Budget)	% of Budget	
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	0	0	0	0.0%	0
602 · Custodian	2,550	0	2,550	100.0%	0
623 · Social Security/Medicare - Dist	0	0	0	0.0%	0
Total 600 · Park/Rec Sal & Ben	2,550	0	2,550	100.0%	0
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
641 · General Maintenance	2,500	5,555	(3,055)	45.0%	6,060
642 · Utilities-Community Center	16,400	7,756	8,644	211.5%	8,461
643 · Janitorial Supplies	350	399	(49)	87.8%	435
644 · Landscaping	11,575	7,343	4,233	157.6%	8,010
645 · General Liab./Workers Comp	8,253	7,973	280	103.5%	7,973
646 · Community Center Repairs	5,083	1,375	3,708	369.7%	1,500
647 · Rental	0	458	(458)	0.0%	500
648 · Community Center Equip Maint	0	917	(917)	0.0%	1,000
649 · Interest Expense	0	0	0	0.0%	0
640 · Community Center Expenses - Other	0	30,910	(30,910)	0.0%	33,720
Total 640 · Community Center Expenses	44,161	62,685	(18,524)	70.4%	67,659
650 · Park					
651 · General Maintenance	29,441	28,967	474	101.6%	31,600
652 · Repairs	10,718	12,591	(1,873)	85.1%	13,736
653 · Landscaping	50,400	17,133	33,268	294.2%	18,690
654 · Janitorial Supplies	0	458	(458)	0.0%	500
655 · Rental	0	0	0	0.0%	0
656 · Utilities	1,930	12,001	(10,071)	16.1%	13,092
657 · General Liab/Workers Comp	7,973	7,973	0	100.0%	7,973
658 · Levy Administration	7,846	5,133	2,713	152.8%	5,600
659 · Misc	3	86,169	(86,166)	0.0%	94,002
Total 650 · Park	108,311	170,425	(62,114)	63.6%	185,193

Kensington Police Protection & Community Services District

Budget to Actual Snapshot

July 2021 through May 2022

	Actuals		\$ Over Budget		
	Jul '21 - May 22	YTD Budget	(Under Budget)	% of Budget	Annual Budget
660 · Annex Expenses					
665 · Annex General Maintenance	160	0	160	100.0%	0
666 · Annex Repairs	0	0	0	0.0%	0
667 · Annex Landscaping	0	0	0	0.0%	0
668 · Misc Annex Expenses	0	0	0	0.0%	0
669 · Misc Projects	0	0	0	0.0%	0
Total 660 · Annex Expenses	160	0	160	100.0%	0
678 · Misc Park/Rec Expense	3,040	4,583	(1,543)	66.3%	5,000
Total 635 · Park/Recreation Expenses	155,672	237,693	(82,022)	65.5%	257,852

Kensington Police Protection & Community Services District

Budget to Actual Snapshot

July 2021 through May 2022

	Actuals		\$ Over Budget		Annual Budget
	Jul '21 - May 22	YTD Budget	(Under Budget)	% of Budget	
800 · District Expenses					
807 · Salaries	276,127	352,458	(76,331)	78.3%	384,500
808 · Payroll Taxes	22,278	26,963	(4,685)	82.6%	29,414
809 · Benefits	0	25,707	(25,707)	0.0%	28,044
810 · IT Contract	20,379	14,988	5,391	136.0%	16,350
815 · Admin Communications	3,140	4,871	(1,730)	64.5%	5,314
816 · Office Supplies	1,158	1,260	(103)	91.8%	1,375
817 · Postage	479	935	(456)	51.2%	1,020
818 · Mileage	226	733	(507)	30.8%	800
819 · Dues/Subscriptions	7,732	6,649	1,083	116.3%	7,253
820 · Copier Contract	4,806	4,372	434	109.9%	4,769
825 · Board Continuing Ed/Conferences	(2,799)	5,822	(8,620)	-48.1%	6,351
826 · Board Meetings	0	0	0	0.0%	0
830 · Legal (District/Personnel)	35,091	55,755	(20,665)	62.9%	60,824
835 · Consulting	26,294	19,250	7,044	136.6%	21,000
840 · Accounting	84,879	24,429	60,450	347.5%	26,650
850 · Insurance	31,893	31,893	0	100.0%	31,893
851 · Workers Comp	72	8,769	(8,697)	0.8%	8,769
861 · LAFCO	1,661	1,833	(173)	90.6%	2,000
865 · Police Bldg. Lease	36,603	33,553	3,050	109.1%	36,603
870 · County Expenditures	22,381	22,733	(352)	98.5%	24,800
891 · COVID	1,243	7,113	(5,871)	17.5%	7,760
898 · Misc. Expenses	12,144	4,583	7,561	265.0%	5,000
800 · District Expenses - Other	(144)	0	(144)	100.0%	0
Total 800 · District Expenses	585,642	654,670	(69,028)	89.5%	710,489
Total Expense	2,845,757	3,250,108	(404,351)	87.6%	3,496,286
Total Revenue	3,786,984	3,958,522	(171,538)	95.7%	4,014,893
Total Expense	2,845,757	3,250,108	(404,351)	87.6%	4,044,307
Net Difference	941,227	708,414	232,812	132.9%	(29,414)

Kensington Police Protection & Community Services District

Revenue & Expense Report - Detailed

July 2021 through May 2022

	<u>Jul '21 - May 22</u>
Ordinary Revenue/Expense	
Revenue	
400 · Police Activities Revenue	
401 · Levy Tax	2,156,865
402 · Special Tax-Police	685,470
404 · Measure G Supplemental Tax Rev	620,988
410 · Police Fees/Service Charges	640
415 · Grants-Police	117,010
418 · Misc Police Revenue	2,702
Total 400 · Police Activities Revenue	<u>3,583,675</u>
420 · Park/Rec Activities Revenue	
405 · Restricted Lost/Found/Misc	158,358
423 · Misc Tax-Park/Rec	15
427 · Community Center Revenue	11,687
438 · Tennis Court Revenue	649
Total 420 · Park/Rec Activities Revenue	<u>170,709</u>
440 · District Activities Revenue	
448a · Franchise Fees Gross	44,626
448b · less Franchise Fees Paid Out	(17,222)
449 · District Revenue	2
456 · Interest-District	170
458 · Misc District Revenue	5,025
Total 440 · District Activities Revenue	<u>32,600</u>
Total Revenue	<u><u>3,786,984</u></u>

Kensington Police Protection & Community Services District

Revenue & Expense Report - Detailed

July 2021 through May 2022

	<u>Jul '21 - May 22</u>
Expense	
500 · Police Sal & Ben	
502 · Salary - Officers	793,790
506 · Overtime	156,467
508 · Salary - Non-Sworn	27,128
509 · Hiring Bonus	14,000
516 · Uniform Allowance	7,073
521-A · Medical/Vision/Dental-Active	95,848
521-R · Medical/Vision/Dental-Retired	152,310
522 · Insurance - Police	4,809
523 · SocialSecurity/Medicare-Police	14,230
524 · Social Security - District	10,425
527 · PERS - District Portion	152,713
528 · PERS - Officers Portion	3,754
529 · Pension Obln Bond Payment	214,200
530 · Workers Comp	31,607
Total 500 · Police Sal & Ben	<u>1,678,353</u>
550 · Other Police Expenses	
552 · Expendable Police Supplies	8,818
553 · Range/Ammunition Supplies	14,059
554 · Traffic Safety	1,926
560 · Crossing Guard	14,965
561 · Vehicle Fuel	15,903
562 · Vehicle Operation	19,036
563 · Vehicle Lease	36,405
564 · Communications	146,951
566 · Radio Maintenance	9,720
567 · Alarm	814
568 · Prisoner/Case Exp./Booking	555
570 · Training	917
571 · Records	4,976
572 · Hiring	20,495

Kensington Police Protection & Community Services District

Revenue & Expense Report - Detailed

July 2021 through May 2022

	<u>Jul '21 - May 22</u>
574 · Reserve Officers	597
576 · Misc. Dues, Meals & Travel	3,361
578 · POST - Reimburse	3,640
580 · Utilities - Police	8,555
581 · Bldg Repairs/Maint.	1,870
582 · Expendable Office Supplies	902
587 · IT Contract	21,733
588 · Telephone	31,667
590 · Janitorial	5,291
591 · General Liability Insurance	31,893
592 · Publications	750
594 · Community Policing	200
595 · Legal/Consulting - Police	9,031
596 · CAL I.D.	6,901
599 · Police Taxes Measure G Admin	4,159
Total 550 · Other Police Expenses	<u>426,090</u>
600 · Park/Rec Sal & Ben	
602 · Custodian	2,550
Total 600 · Park/Rec Sal & Ben	<u>2,550</u>
635 · Park/Recreation Expenses	
640 · Community Center Expenses	
641 · General Maintenance	2,500
642 · Utilities-Community Center	16,400
643 · Janitorial Supplies	350
644 · Landscaping	11,575
645 · General Liab./Workers Comp	8,253
646 · Community Center Repairs	5,083
Total 640 · Community Center Expenses	<u>44,161</u>

Kensington Police Protection & Community Services District

Revenue & Expense Report - Detailed

July 2021 through May 2022

	<u>Jul '21 - May 22</u>
650 · Park	
651 · General Maintenance	29,441
652 · Repairs	10,718
653 · Landscaping	50,400
656 · Utilities	1,930
657 · General Liab/Workers Comp	7,973
658 · Levy Administration	7,846
659 · Misc	<u>3</u>
Total 650 · Park	108,311
660 · Annex Expenses	
665 · Annex General Maintenance	<u>160</u>
Total 660 · Annex Expenses	160
678 · Misc Park/Rec Expense	<u>3,040</u>
Total 635 · Park/Recreation Expenses	155,672

Kensington Police Protection & Community Services District

Revenue & Expense Report - Detailed

July 2021 through May 2022

	<u>Jul '21 - May 22</u>
800 · District Expenses	
807 · Salaries	276,127
808 · Payroll Taxes	22,278
810 · IT Contract	20,379
815 · Admin Communications	3,140
816 · Office Supplies	1,158
817 · Postage	479
818 · Mileage	226
819 · Dues/Subscriptions	7,732
820 · Copier Contract	4,806
825 · Board Continuing Ed/Conferences	(2,799)
830 · Legal (District/Personnel)	35,091
835 · Consulting	26,294
840 · Accounting	84,879
850 · Insurance	31,893
851 · Workers Comp	72
861 · LAFCO	1,661
865 · Police Bldg. Lease	36,603
870 · County Expenditures	22,381
891 · COVID	1,243
898 · Misc. Expenses	12,144
800 · District Expenses - Other	(144)
Total 800 · District Expenses	<u>585,642</u>
Total Expense	2,848,307
Total Revenue	<u>3,786,984</u>
	938,677



Date: July 14, 2022
To: Board of Directors
From: Anthony Constantouros, Interim General Manager
Subject: Architect's Report Regarding Potential Relocation Sites

Recommendation:

It is recommended that the Board of Directors receive and review the report from Swatt Miers Architects regarding the feasibility of relocating the District offices in or adjacent to Kensington Park.

Background:

Identifying a new location to house the District's police operations and administrative staff continues to be one of the most critical and challenging issues facing the District. Numerous sites have been reviewed but, as of yet, a suitable location has not been identified. At the Board's February meeting direction was given to explore the possibility utilizing the District's assets within the park and possibly relocating to Building E or utilizing the vacant Annex Building. In order to provide a professional evaluation the firm of Swatt Miers was contracted to review the two sites. This firm has expertise in designing public facilities with considerable experience with police facilities.

At subsequent meetings the Board expressed an interest in exploring the possibility of relocating to the parking lot along Arlington Avenue. That location was then added to the list of sites under review.

Discussion

An in-depth review of the three sites has been completed. Numerous aspects of relocation were considered to include utilizing existing buildings, new construction and placement of modular facilities. Each site was looked at and reviewed for space needs, suitable topography, parking, traffic flow and other aspects pertinent to the location of a police facility.

A report has been prepared for the Board's review and Mr. George Miers will explain the report, offer his recommendations and answer any questions.

Fiscal Impact:

As this is a report for the Board's consideration and no action will be taken at this time, there is no fiscal impact in receiving and reviewing this report.

Attachment: Swatt Miers Report

JULY 13, 2022

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS



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KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

TABLE OF CONTENTS

TABLE OF CONTENTS

- 1.0 Study Overview
- 2.0 Study Methodology and Building Design
- 3.0 Site Studies
 - 3.1 Site 1 - Building E
 - 3.2 Site 2- Existing Annex Building
 - 3.3 Site 3 - Parking Lot

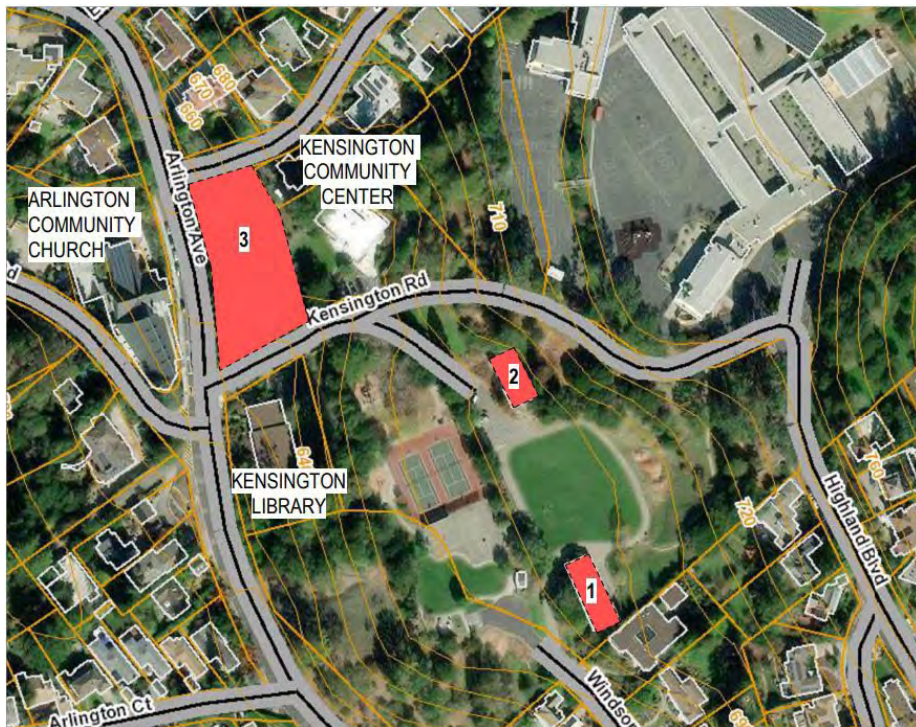
KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW

1.0 Study Overview

The purpose of this study has been to perform a preliminary review of 3 specific sites in Kensington to evaluate their physical ability to accommodate the District's Police Dept. and District Offices. As background to this study, Swatt/Miers Architects (SMA) previously prepared a report dated 8/25/21 for the leased commercial space at 303 Arlington. This study evaluated how the Police and District Offices could be located in three different leased suites with patrol parking in the existing parking lot. While the plan required numerous compromises due to the multiple tenant areas, a design was finally agreed upon. However, after extensive negotiations, an acceptable lease could not be agreed upon. Following this, we were requested by the Kensington General Manager in April 2022 to consider other possible sites for the new facility. Initially, the two sites were Building E and the Annex both of which are located within the Community Center park area. Upon commencing our studies, we were then requested to look at the parking lot site between Arlmont Drive and Kensington Road adjacent to the Arlington. All three of these sites are located within the Alquist- Priolo Seismic Hazard zone and, hence each is subject to the same seismic review.

It should be noted that while there are many different criteria by which the suitability of a site can be evaluated, the focus of this study has been the physical characteristics of the site relative to its ability to accommodate the building and parking requirements of the Police and District Offices. We have not tried to evaluate the sites relative to more subjective criteria such as their appropriateness relative to other adjacent land uses.



SITE 1: BUILDING E



SITE 2: ANNEX BUILDING

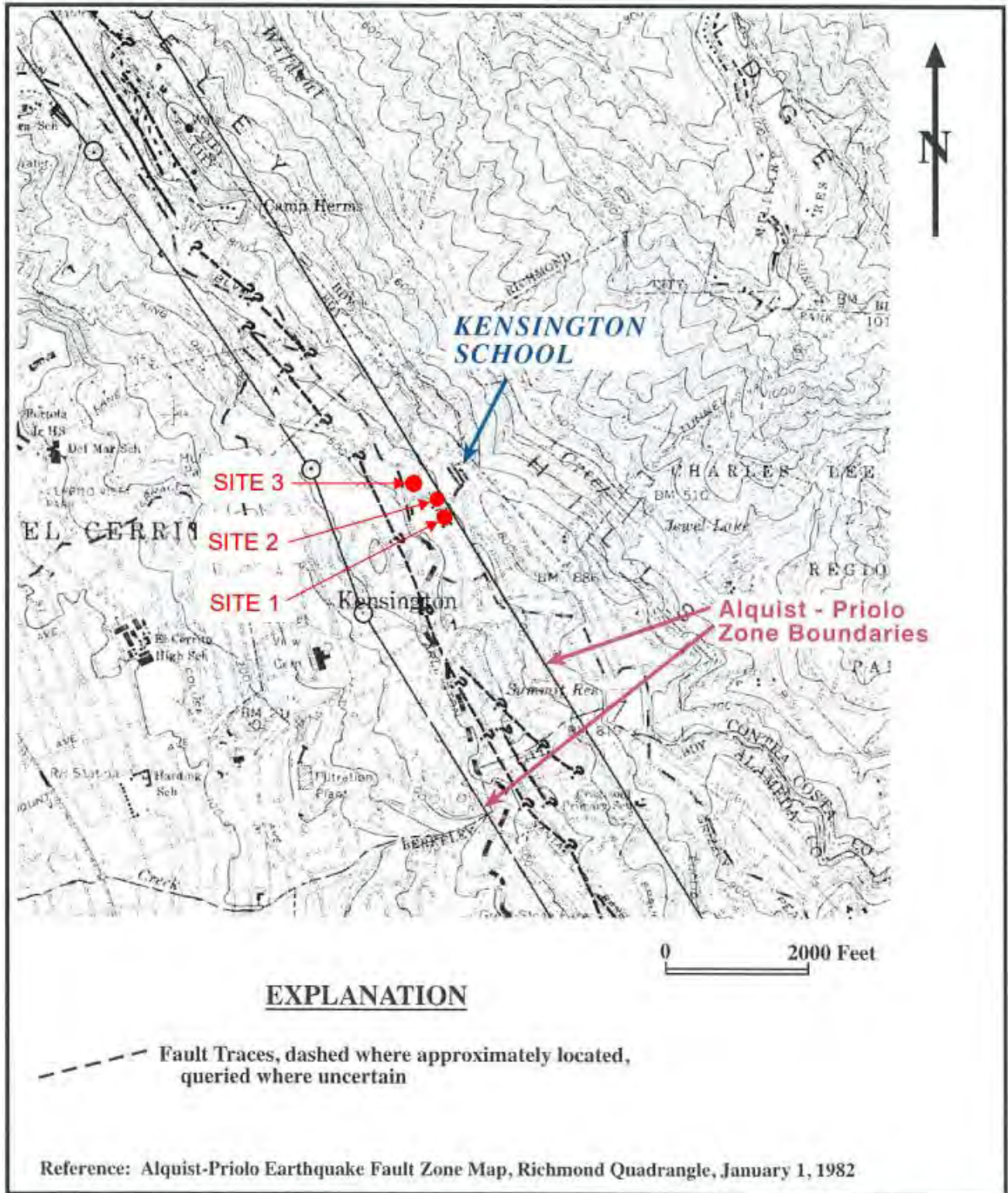


SITE 3: PARKING LOTS



KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW

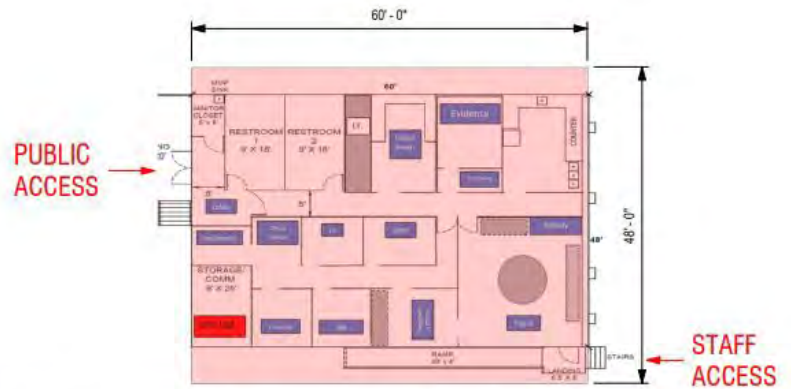


KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

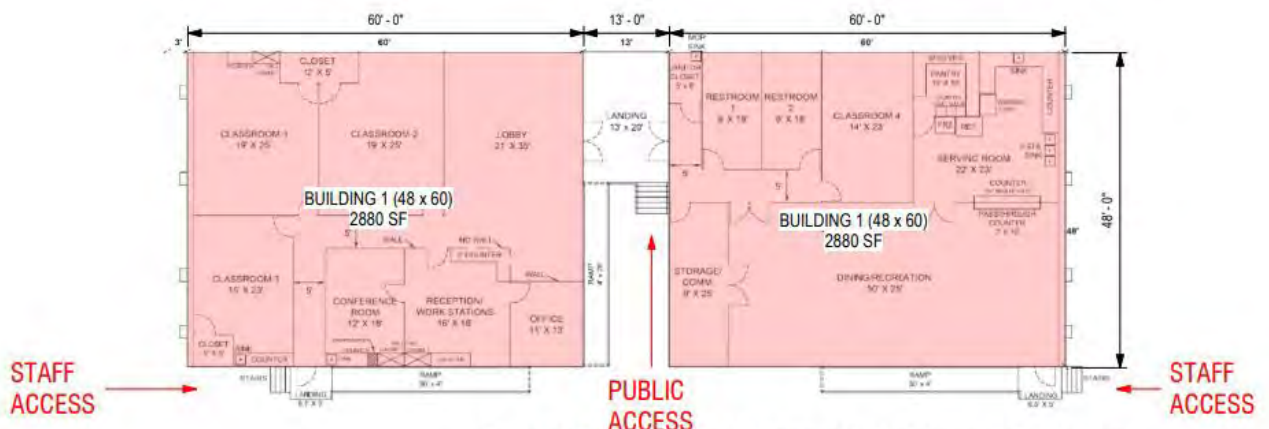
STUDY OVERVIEW

2.0 Study Methodology and Building Design

Given the limited nature of the study, our approach was to tour each site and in regards to the existing buildings on Site 1 Building E and Site 2 Annex, conduct a walkthrough of the building and review available drawings and reports. Since there was no existing topographical information available for sites 2 and 3 (Annex and Parking lot sites) and given the sloped nature of both sites, we requested that a new topographical survey for each be prepared. This work was performed by DMG Engineering and based upon these drawings, we prepared concept plan drawings for each site with a particular emphasis in making sure that parking and building siting was done in relation to existing grades. Due to the importance of the topography, we have placed key grade elevations on each the sketch plans to better highlight the elevation issues. Chief Gancasz provided SMA with a copy of the preliminary floor plan which will be constructed within the existing modular and this is the plan which we have used to test Sites 2 and 3. This modular plan is provided below. It should be noted that the modular is listed at 48'x60' and the plan which we were provided is somewhat smaller than that. We used the larger 48'x60' footprint which is why there appears to be some left over space within the plan.



PRELIMINARY POLICE MODULAR LAYOUT BY POLICE DEPARTMENT: 2880 SF



EL CERRITO MODULARS DUAL 48' x 60' BUILDING: 5760 SF

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW

3.0 Site Studies - The following sites were studied

3.1 Site 1 - Building E

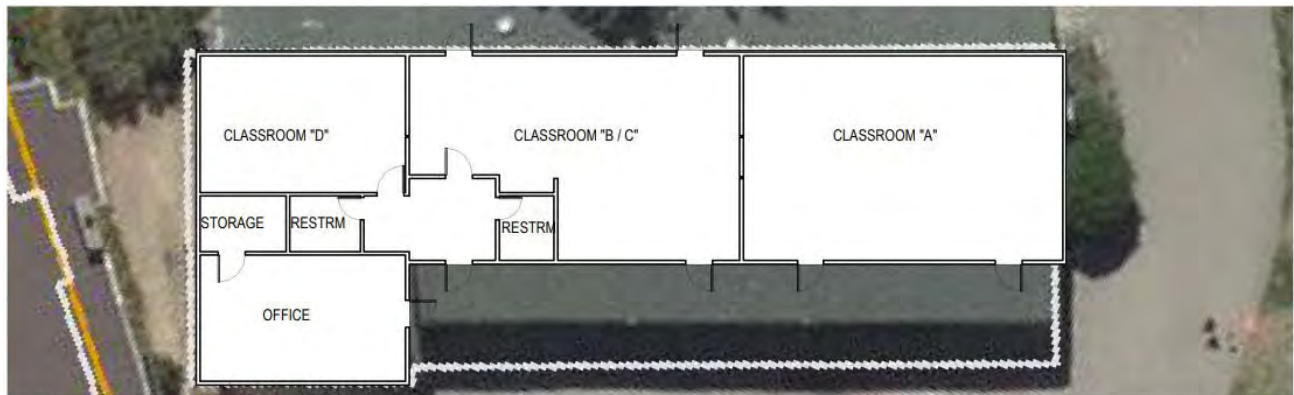
Background - This 2605 SF one story wood frame building was once part of a series of school buildings which have since been removed from the site. The history and design of this building are well described in the 3/8/2012 Mueller/Caulfield Community Center Study and we have used that report as our reference for this study. In summary, the building was constructed sometime between 1933-45 and was then upgraded in 1995 by Architect Deborah Lane assisted by Bart Jones. This upgrade was fairly substantial and importantly occurred after the Loma Prieta earthquake. This suggests that the structural upgrades should be close to meeting current codes. Following the upgrade, the Kensington Community Council (KCC) moved into the space from which they continue to operate providing a valuable service to the Kensington Community. Should this site be selected for the Police and District Offices, KCC would need to move out into a new location.



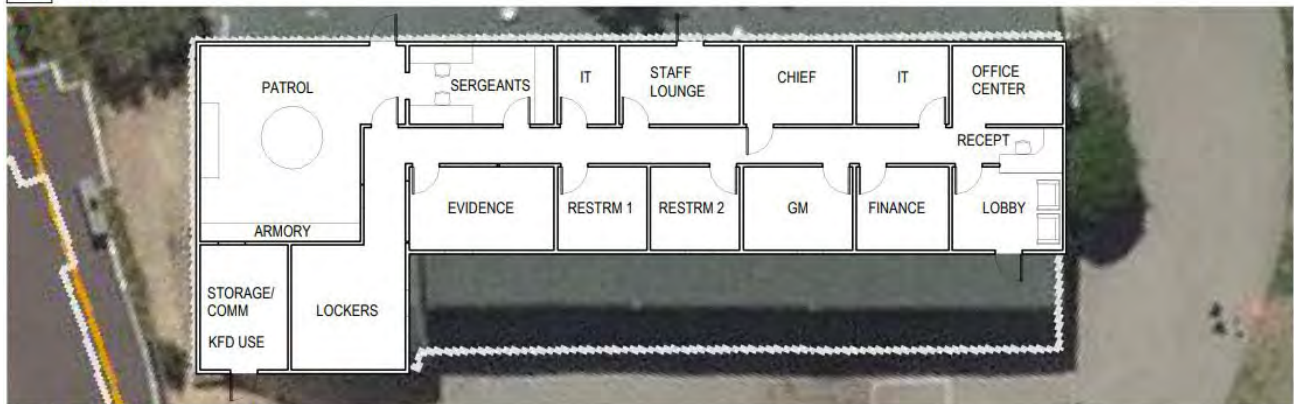
KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW

Building Suitability - The building layout is fairly open and its size is close to that of the required building program, thus, from a building reuse perspective, the conversion of the structure to Police and District Offices would be relatively straightforward. However, in order to test this, we prepared a preliminary plan layout which is illustrated below. While this is only a first pass, we feel it demonstrates that the existing building without additions should be able to house the required program areas relatively well.



1 BUILDING E EXISTING FLOOR PLAN
1" = 10'-0"

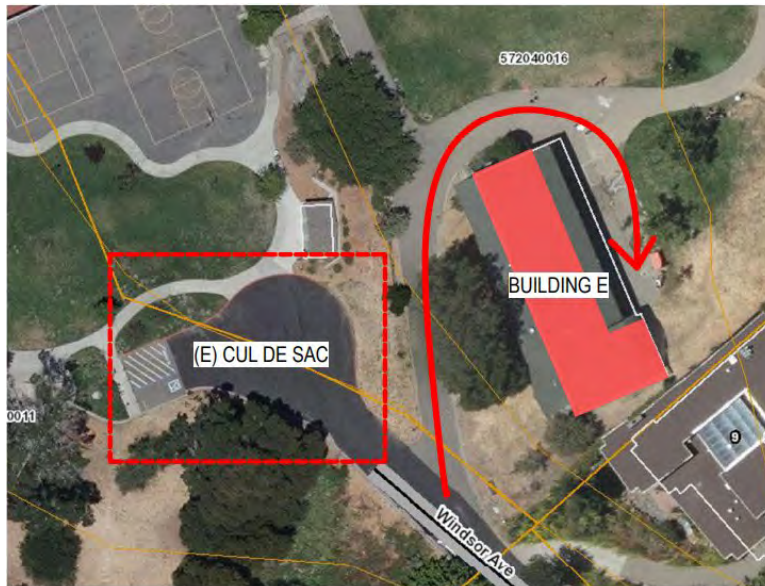


2 BUILDING E CONCEPT PLAN STUDY
1" = 10'-0"

Parking Suitability - Parking, however, especially for the required 7 Patrol cars is a problem. First there is no practical location for parking at grade around the building that would not significantly impact the current Community park uses and the only other police access and possible patrol parking area is a significant distance away (and below) the building at the Windsor Ave. cul-de-sac. This is illustrated in the attached aerial and photos. Additionally, our initial study of the cul-de-sac area clearly shows that there is not adequate room for 7 Patrol cars. Even if they could be made to fit by reworking the surrounding landscape, having all patrol cars at the end of a cul-de-sac means that all patrol car traffic would occur along Windsor - a residential street. This is not a recommended practice for police facilities and the combination of traffic plus sirens could prove to be a significant community concern.

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW



RAMP TO BUILDING E



Site Evaluation Pros

- Relatively easy reuse of the existing building

Site Evaluation Cons

- Inadequate Police and Public Parking
- Requires displacement and relocation of the Kensington Community Council

3.2 Site 2 - Existing Annex Building across from the Community Center parking and Tennis Courts

Background - The Annex Building is also well described in the above noted Mueller/Caulfield Community Center Study and we have used that report as our reference for this study. The Annex building is an approximate 1772 SF one story wood framed building with a slab on grade. It was constructed sometime between the late 40's and early 50's but there do not appear to be any existing drawings for it that would allow for a better understanding of its foundation design in particular. The building was originally constructed as 2 public school classrooms and later converted to Day Care Use. It is currently not in use. While an older building in need of upgrade, the structure itself appears to be in relatively good condition and as noted in the Mueller/Caulfield Report has not shown significant structural deterioration. Architecturally, the original mid-century commercial design is essentially intact and offers an open floor plan formed by clear span laminated wood arched structural design.



KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW

Building Suitability - The small size of the building is approximately 1000 SF less than what would be needed for the Police and District Offices and, thus, would need a significant addition and remodeling that we do not believe would be cost effective or practical. However, we do feel that it does have the potential to be remodeled and could be of benefit to the Community as an open plan, multi-purpose space. However, should this site be selected for the future Police/District Offices, we would recommend its demolition and installation of either a new structure or the previously discussed Modular building from the El Cerrito Police Facility as discussed above. Since the Modular building appears to be a realistic and cost effective alternative to constructing a new building from scratch which minimizes construction time as well as construction noise and traffic, we have used the existing modular overall design with the proposed interior layout as the basis of the new building footprint. We have attached below our initial concept plan study of the Annex site. As illustrated, we have located the new police modular exactly at the southern and western edges of the existing annex. In doing so, we left the existing walkway so that the building would be no closer to the public parking area than the existing Annex. We also have indicated the existing annex building in grey so one can get a sense of how the new modular compares. As indicated the new modular is shorter but extends quite a bit east further into the hill which will require about an 8' high retaining wall.



Parking Suitability - The key to making this site a viable candidate for the Police/District Offices is to provide the required 7 patrol cars with easy and secure access to the building. While there will be the need for 4 to 5 additional spaces for District Office staff, it has been assumed that those spaces would be designated elsewhere amongst the existing Community Center spaces. Due to the relatively steep terrain around the Annex and the need to be assured that at least 7 additional patrol cars could be parked at the site, we requested that the vacant hillside to the north and east of the Annex be surveyed accurately. Based upon the resultant topographical survey, we were able to develop a relatively efficient patrol parking area accessed from the "emergency access" road serving the school to the east. As noted by the elevations on the concept plan we were able to establish the main parking area at the approximate same grade as the annex which means patrol staff can access pretty much on grade from the parking lot into the building. We have also indicated additional approximate grades around the building and parking area to illustrate how such a plan can work and where retaining walls will be needed. While we feel the site can accommodate the 7 Patrol car spaces, it is clear from the study that this is about the maximum additional parking capacity that can be developed here.

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW



While these concept plans are preliminary in nature, we think the extent of grading and retaining walls are in the ballpark of what can be achieved. While the site costs will certainly be more than that afforded by a flat site, we feel that the additional 7 parking spaces and new building are feasible on this site and could be done so in a manner such that the design fits well into the landscape and topography and is visually integrated with the overall Community Center grounds.

Site Evaluation Pros

- No displacement of existing uses
- Ability to secure and isolate patrol parking
- Patrol vehicles would have two ways out of the site in case of emergencies and street closures
- Good public access

Site Evaluation Cons

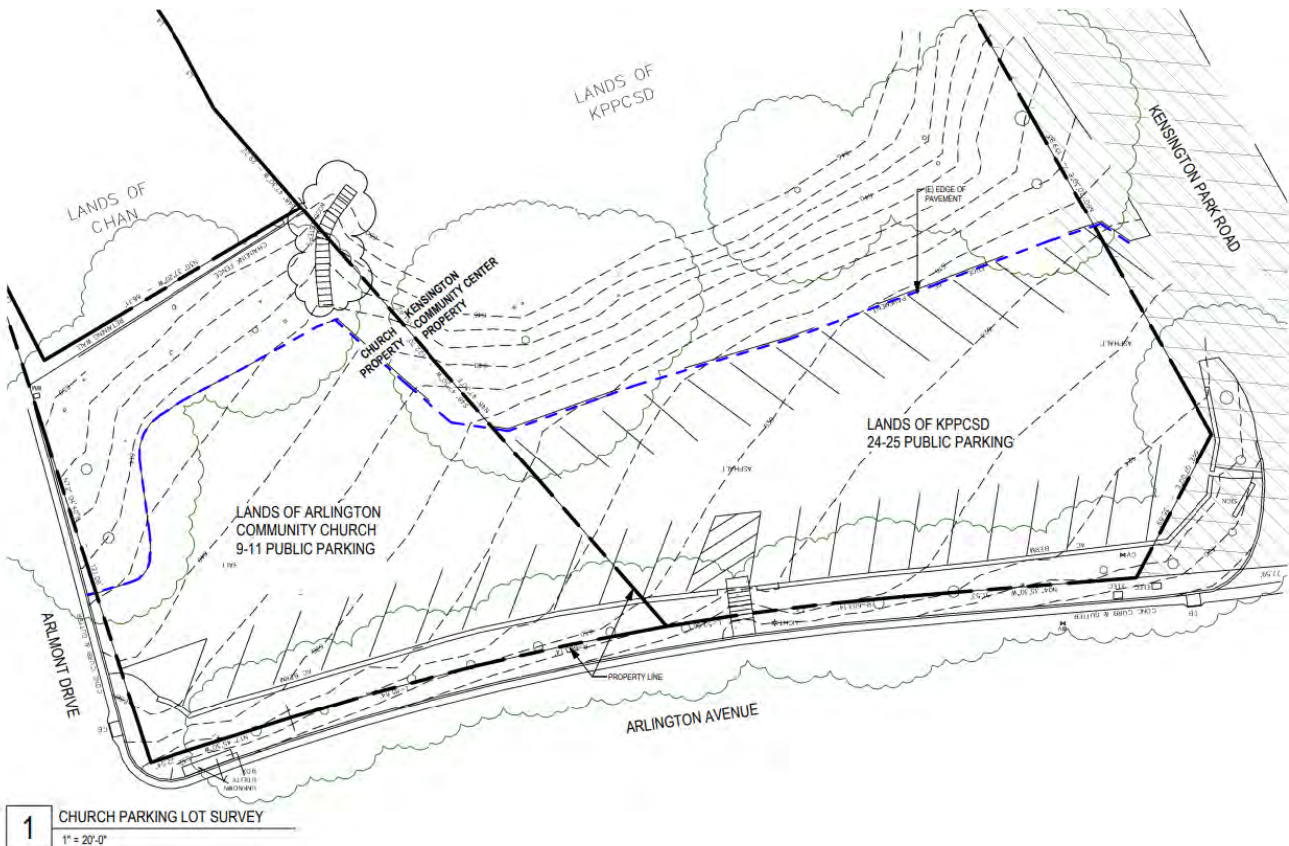
- Steep site requires additional cost for retaining walls
- Use of site requires demolition of an existing building that could possibly offer other Community Benefits

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW

3.3 Site 3 - Parking Lot along Arlington between Arlmont Drive and Kensington Road

Background - This site includes two contiguous unbuilt parcels which are currently used for a variety of public and church parking uses. The northern parcel accessed from Arlmont Drive is owned by the Arlington Community Church and appears to provide for about 9-11 angled parking spaces. The southern portion is owned by the District of Kensington and appears to provide for 24-25 angled spaces. From a strictly locational perspective, this site offers the benefit of being directly off the Arlington allowing quick and easy access for patrol cars to the surrounding area. It also offers the benefit of avoiding perceived conflicts with the Community Center Park uses.



Building Suitability - The combined parking lot's change of elevation of approximately 14' from one end Kensington Road to Arlmont Drive creates challenges when attempting to both site the buildings meet ADA accessibility criteria. However, we found that by placing the existing modular building (similar to the Annex site) between public and patrol parking areas, it actually assisted in providing ADA accessible access from both sides while also providing for a clear and secure separation of public parking from police parking. While this appears to be the best location for the building's placement, we did look at 3 different options for placing the building which are shown on the drawing below. Placing the building similar to either option 1 or 3 resulted in either less overall parking and the inability to separate police from public parking (option 1) or the

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW

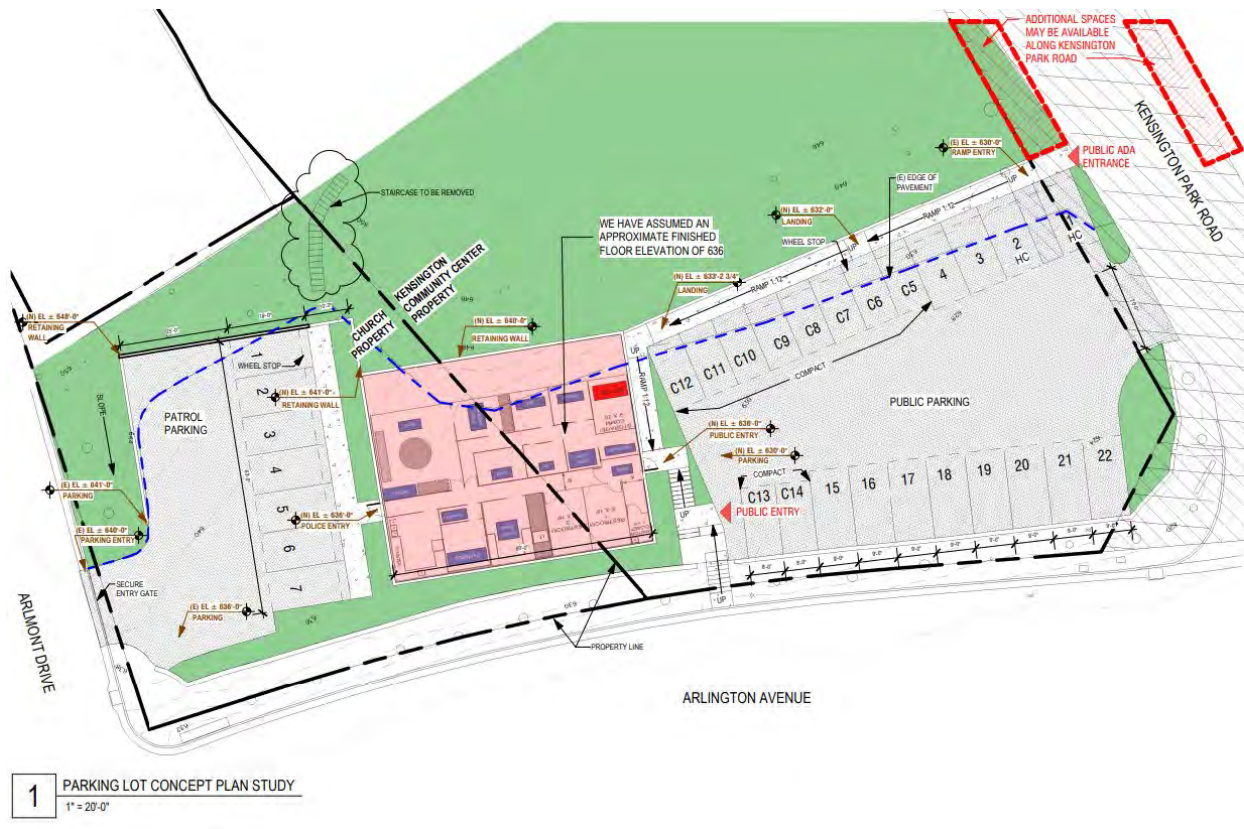
inability to orient the public parking adjacent to the most frequently used public uses such as the library and the Community Center (option 3). For these reasons, we felt that option 2 offered the most overall efficient and beneficial plan. Nevertheless, the building location is tight on the site and requires some cutting into the eastern slope which will require retaining walls at both the building and a lower one at portions of the parking. The building location also could possibly conflict with one of the larger trees. Both of these conditions should be studied further.



Parking Suitability - Locating the 60x48 prefab structure on this site as illustrated in plan does allow for a dedicated perpendicular public parking lot of about 22 spaces including 2 HC spaces and ADA access to the police lobby. Additionally, these spaces can easily enter and leave off of Kensington Road. Similarly, we are able to achieve an efficient secure police parking lot for 7 patrol cars off of Arlmont Drive. Relative to grades, and as noted above, there is a drop of about 14' from the existing parking entrances along Kensington Drive (EL. 626) to Arlmont Drive (EL. 640). The Public parking area slopes up to the building so as we approach the building, we gain 4-5' while the site slopes down to the building on the police side about 2'-3'. However, this still leaves a difference in elevation from one end of the building to the other of about 8' or so. To address this, we have initially placed the building at elevation 636 which with some minor grading should allow direct access on the police side. On the public side, we will need to provide ADA compliant ramping and stairs as noted. These are obviously preliminary and need further study but we feel that with adequate study, the grades and ADA access can be improved.

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATIONS

STUDY OVERVIEW



1 PARKING LOT CONCEPT PLAN STUDY
1" = 20'-0"

We understand that this site was studied as a possible Fire Department building site and not pursued because the site was felt to be too small. While we were not part of that evaluation, the Fire Department building is quite a bit larger than the proposed Police and District office with a greater parking requirement and hence it is not surprising that they reached that conclusion. We feel that the concept plan below illustrates that the proposed one story building and parking can work on this site but a larger building and additional parking would not be feasible without an added level.

Site Evaluation Pros

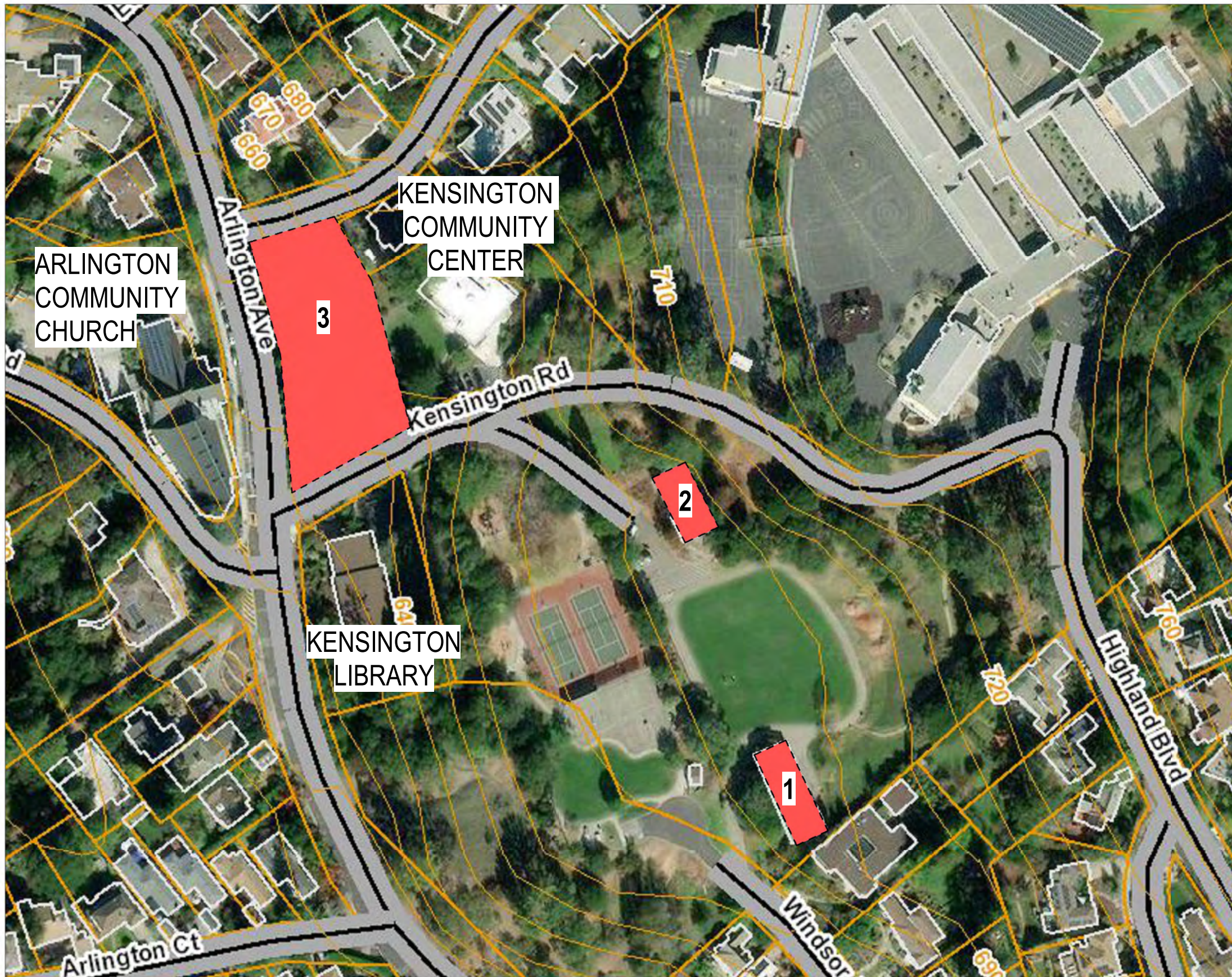
- Excellent patrol vehicular access to the City due to its adjacency to Arlington
- No displacement of existing building uses
- Ability to secure and isolate patrol parking from public parking
- Opportunity to upgrade the existing parking lot in terms of ADA access, lighting and overall safety
- Easy building access from the Community
- Minimizes perceived conflicts with the Community Center Park area.

Site Evaluation Cons

- Limited flat site area requires parking and building to extend into sloped areas resulting in some retaining walls
- Some reduction in surface parking. The current lot appears to have approximately 35 spaces. A new code compliant parking lot would provide approximately 22 to possibly 24 spaces in addition to the 7 Patrol vehicles.

KENSINGTON POLICE DEPARTMENT AND DISTRICT OFFICE SITE EVALUATION PRESENTATION

July 14, 2022



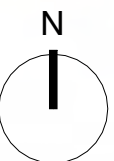
SITE 1: BUILDING E



SITE 2: ANNEX BUILDING



SITE 3: PARKING LOTS



KENSINGTON POLICE FACILITY STUDY

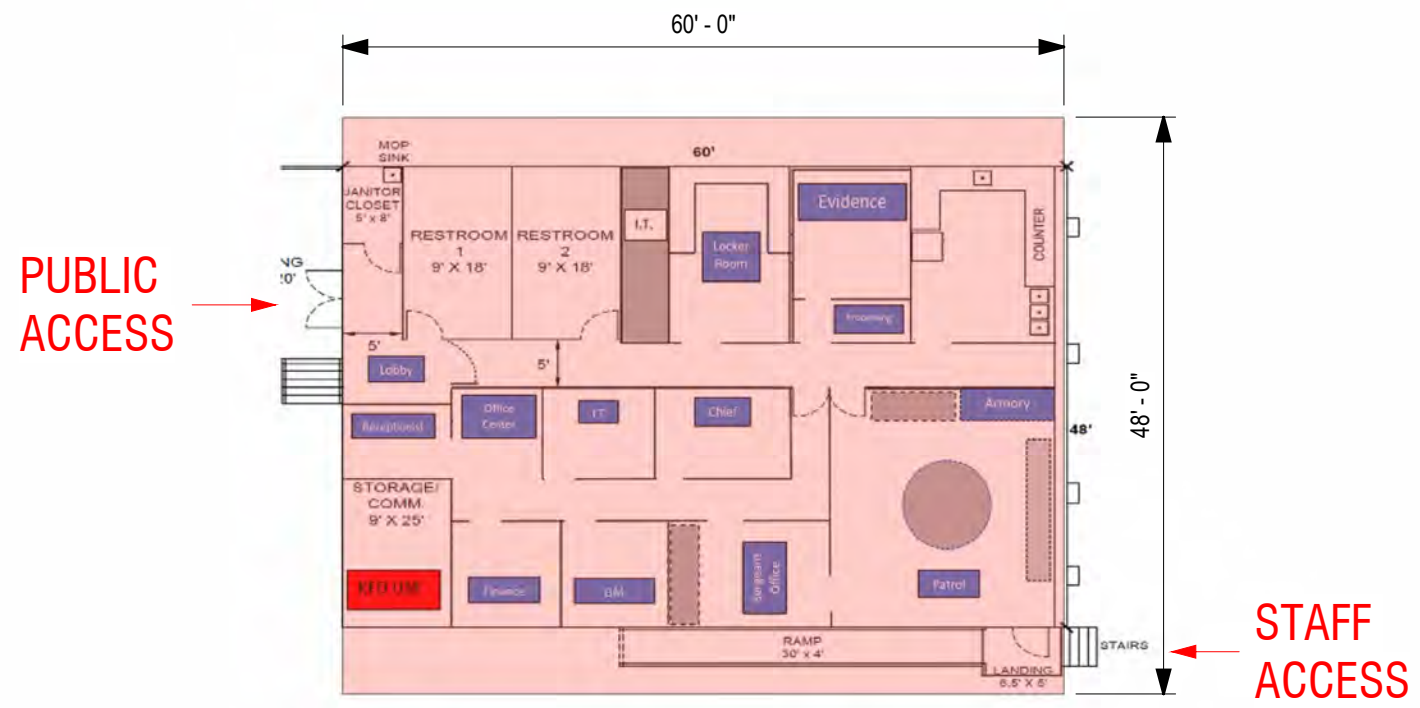
OVERALL SITES

07.12.22

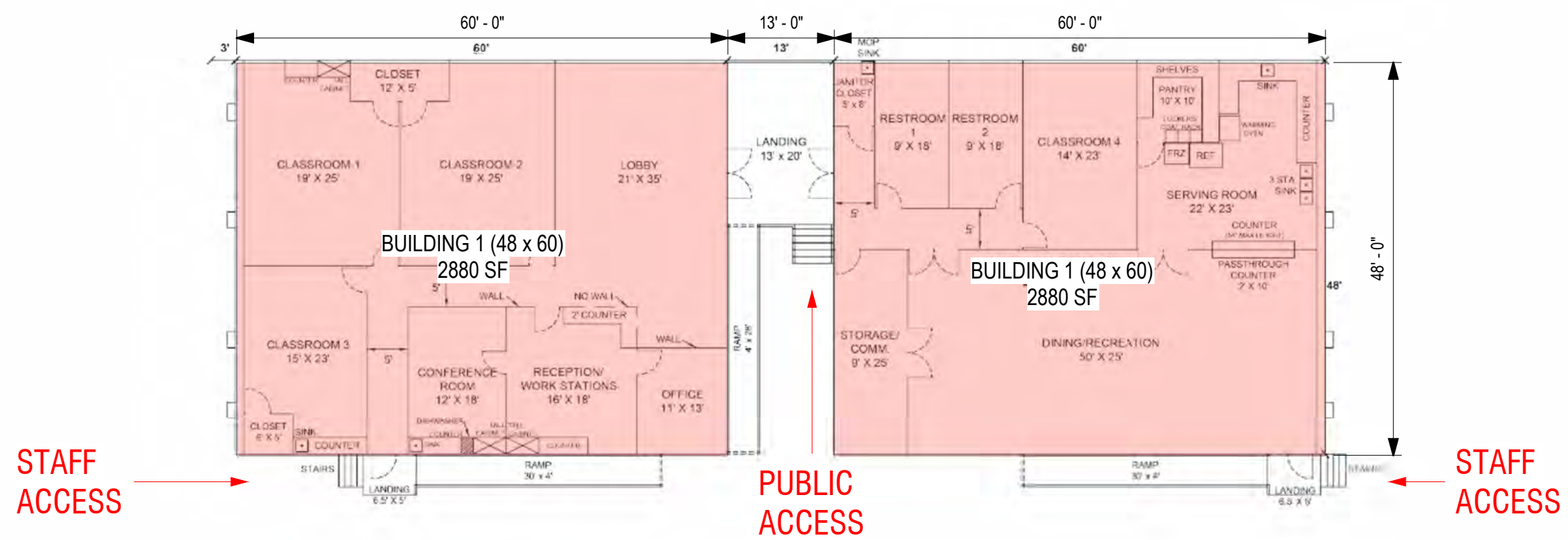
SWATT MIERS

ARCHITECTS

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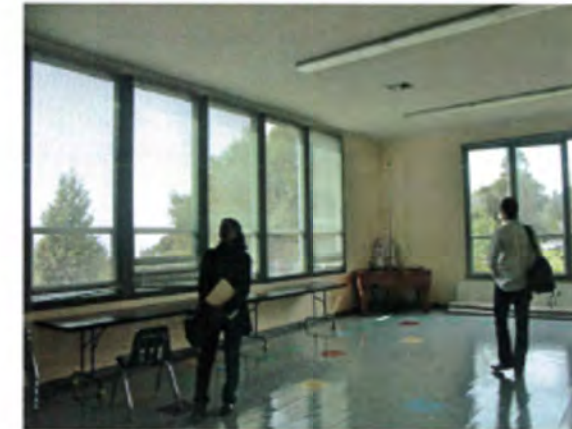
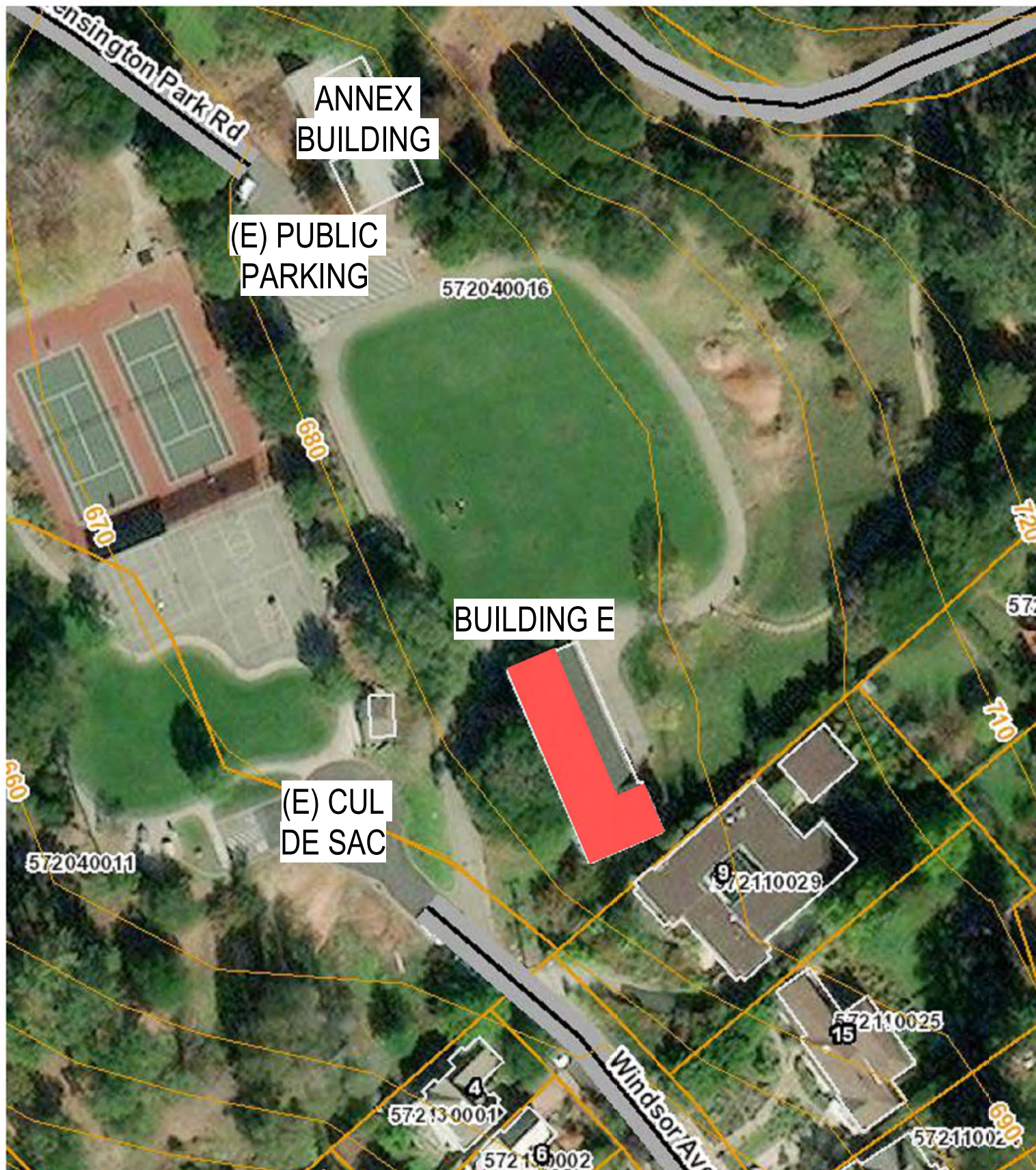


PRELIMINARY POLICE MODULAR LAYOUT BY POLICE DEPARTMENT: 2880 SF



EL CERRITO MODULARS DUAL 48' x 60' BUILDING: 5760 SF

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Building E

History and Current Conditions

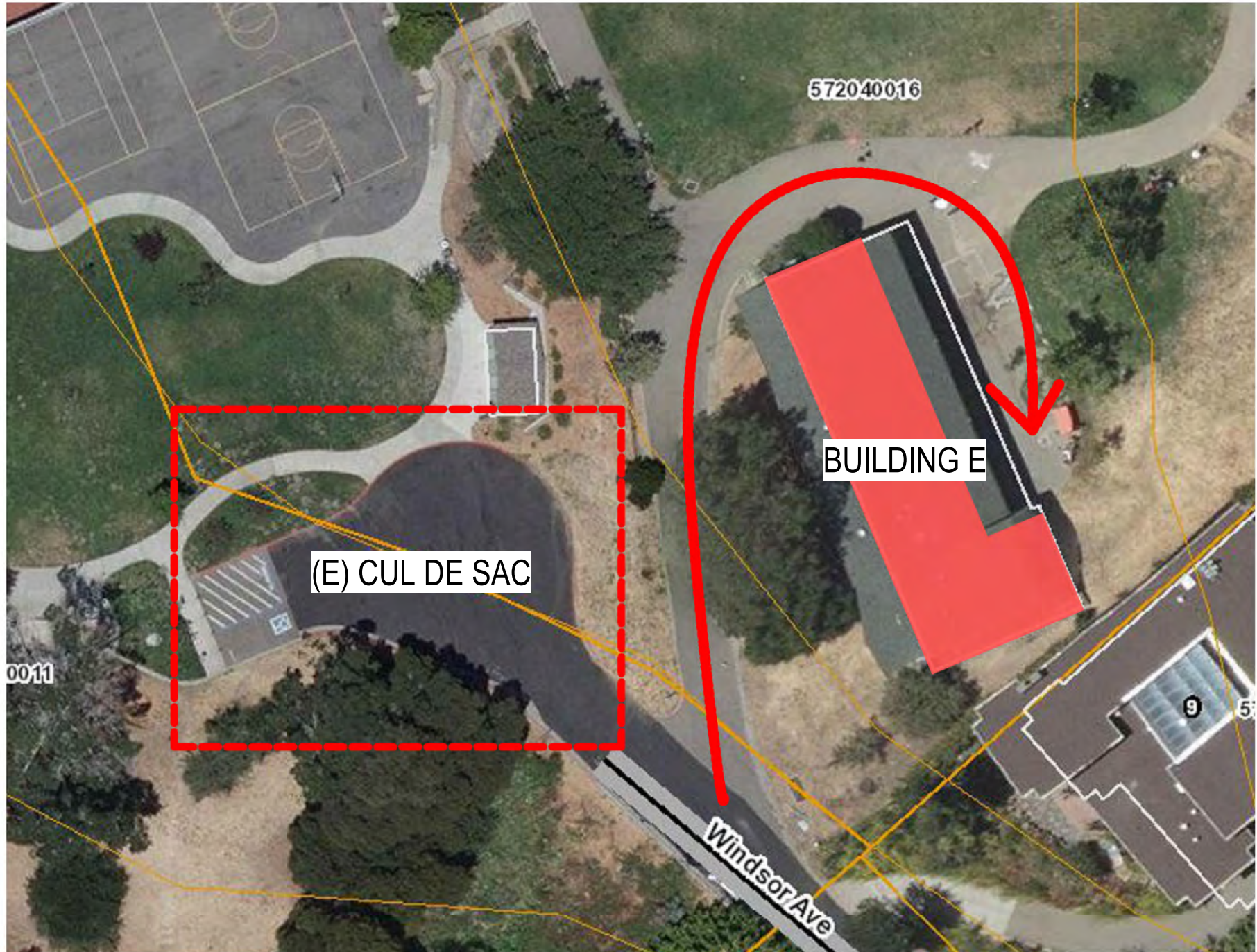
Building E is currently leased and used exclusively by the Kensington Community Council (KCC), a non-profit organization which publishes the **Outlook** and runs the Kensington After School Enrichment Program (KASEP) as well summer day camp and other classes for adults and children. The building contains the KCC office as well as three classroom spaces.

The date of original construction of Building E is unknown. An educated guess would put the construction between 1933 and 1945, based on the fact that diagonal wood boards were used instead of plywood. The 1999 plans label the former use of the rooms as a library and school offices.

The building was essentially rebuilt when it was remodeled in 1999-2000. KCC reports that the building is currently "very functional", with only some minor problems with the floor tiles.

Construction date	Unknown. Educated guess: 1933-1945.
Architect	Unknown original architect. Deborah Lane, 1999 remodel (assisted by volunteer architect Bart Jones).
Building size	2605 sq. ft. one-story
Meeting/ activity rooms	840 sq ft classroom "A" (23' x 36.5') 670 sq ft classroom "B/C" 345 sq. ft. classroom "D" 321 sq ft office.
Occupancy	E (education)
Floor structure	Wood frame over crawl space.
Floor finishes	Vinyl tile typical.
Walls	Stud construction.
Wall finishes	Exterior horizontal wood siding. Interior: Painted gypsum wall board.
Roof	Composition shingles.
Roof structure	Wood frame. Small attic space.
Ceiling	Flat gyp board, 12' high
Heating	2- forced air furnaces in attic space.
Insulation	Insulated. Plans specify R-11 walls, R-18 ceiling, R-19 floors.
Ventilation	Operable windows Furnaces provide ventilation.
Windows	Aluminum framed, double glazed.
Exterior doors	

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1 SITE 1_BUILDING E ENLARGED SITE PLAN
1" = 30'-0"

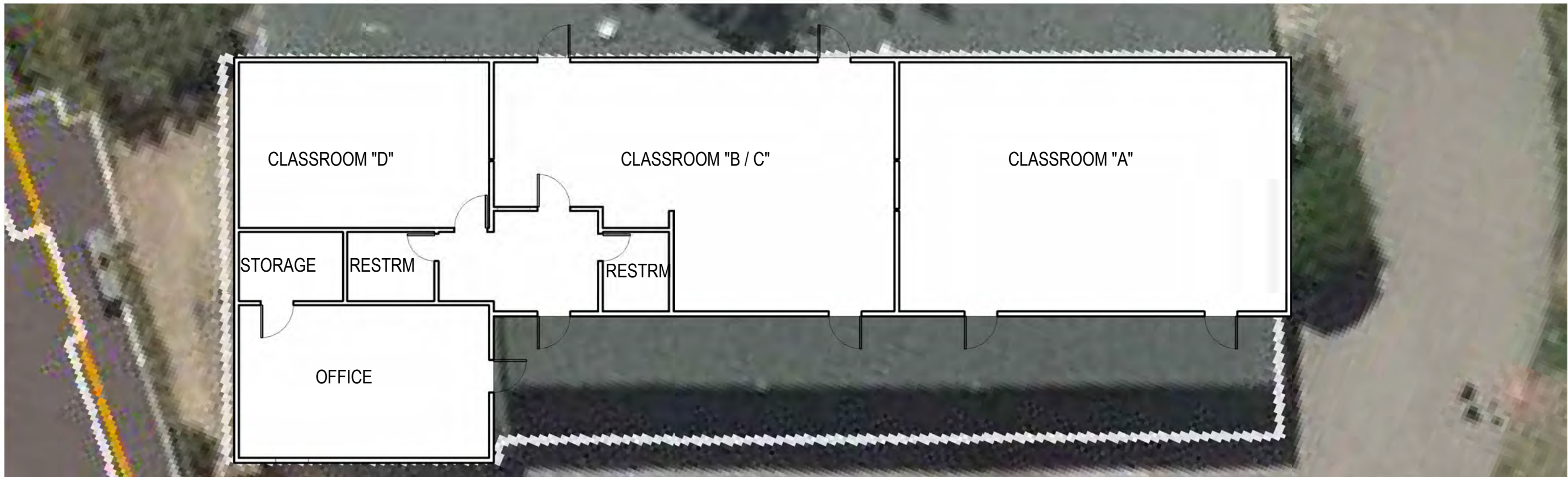


RAMP TO BULIDING E



RAMP TO BULIDING E

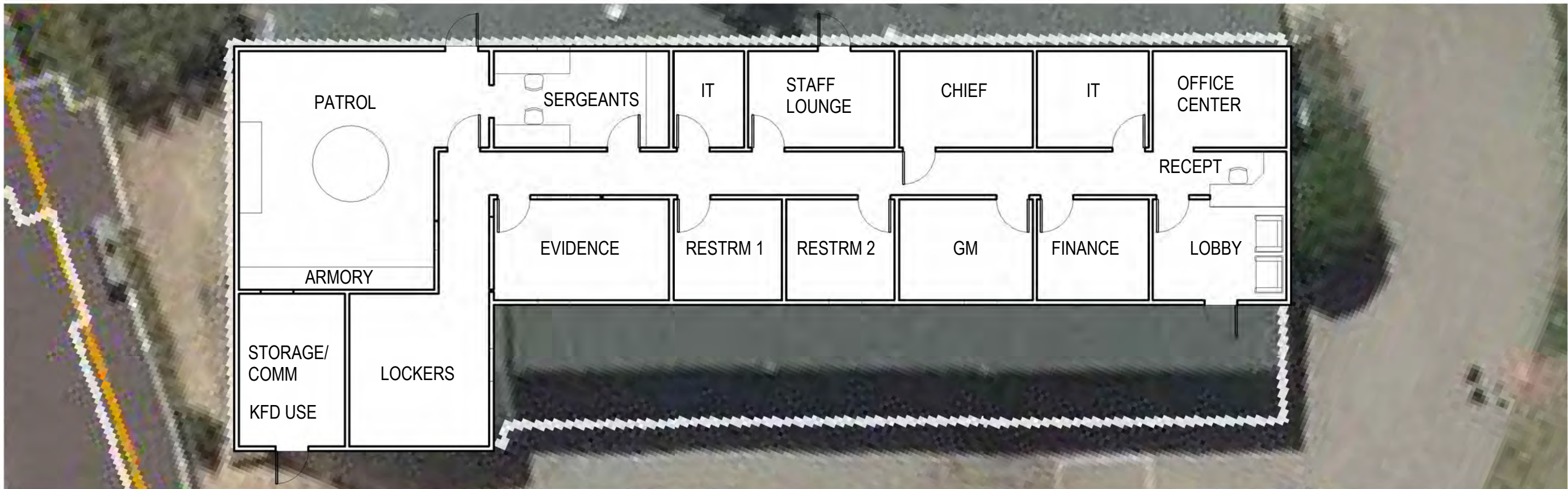
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1

BUILDING E EXISTING FLOOR PLAN

1" = 10'-0"



2

BUILDING E CONCEPT PLAN STUDY

1" = 10'-0"

Site 1 Evaluation Pros

- Relatively easy reuse of the existing building

Site 1 Evaluation Cons

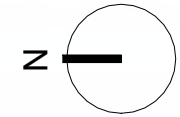
- Inadequate Police and Public Parking
- Requires displacement and relocation of the Kensington Community Council

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OF PROTECTION
ICES DISTRICT

1 ANNEX BUILDING TOPOGRAPHIC SURVEY
1" = 20'-0"



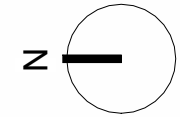
KENSINGTON POLICE FACILITY STUDY

SITE 2_ ANNEX BUILDING TOPOGRAPHIC SURVEY
05.26.22

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1 PARKING LOT CONCEPT PLAN STUDY
 1" = 20'-0"



KENSINGTON POLICE FACILITY STUDY

SITE 2_ ANNEX BUILDING CONCEPT PLAN STUDY

05.31.22

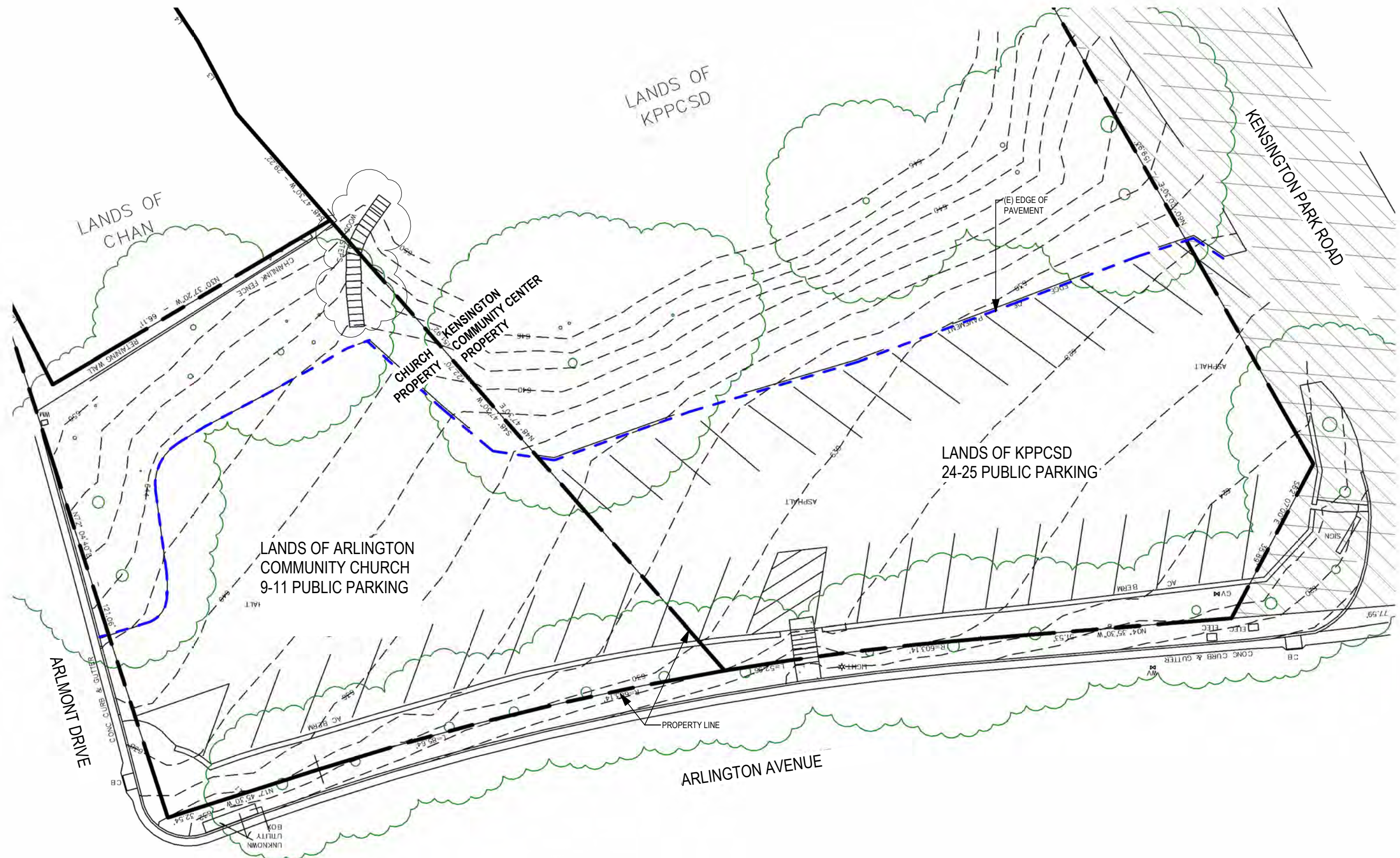
Site 2 Evaluation Pros

- No displacement of existing uses
- Ability to secure and isolate patrol parking
- Patrol vehicles would have two ways out of the site in case of emergencies and street closures
- Good public access

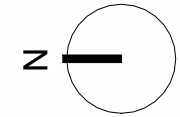
Site 2 Evaluation Cons

- Steep site requires additional cost for retaining walls
- Use of site requires demolition of an existing building that could possibly offer other Community Benefits

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1 PARKING LOT TOPOGRAPHIC SURVEY
 1" = 20'-0"



KENSINGTON POLICE FACILITY STUDY

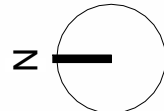
SITE 3_ PARKING LOT TOPOGRAPHIC SURVEY

05.26.22

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1 PARKING LOT CONCEPT PLAN STUDY
1" = 20'-0"



KENSINGTON POLICE FACILITY STUDY

SITE 3_ PARKING LOT CONCEPT PLAN STUDY

05.26.22

SWATT MIERS

ARCHITECTS

Site 3 Evaluation Pros

- Excellent patrol vehicular access to the City due to its adjacency to Arlington
- No displacement of existing building uses
- Ability to secure and isolate patrol parking from public parking
- Opportunity to upgrade the existing parking lot in terms of ADA access, lighting and overall safety
- Easy building access from the Community
- Minimizes perceived conflicts with the Community Center Park area.

Site 3 Evaluation Cons

- Limited flat site area requires parking and building to extend into sloped areas resulting in some retaining walls
- Some reduction in surface parking. The current lot appears to have approximately 35 spaces. A new code compliant parking lot would provide approximately 22 to possibly 24 spaces in addition to the 7 Patrol vehicles.

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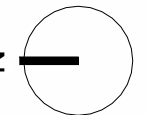
KENSINGTON POLICE FACILITY STUDY

SITE 3_ PARKING LOT OPTIONAL LOCATIONS

07.12.22

SWATT MIERS

ARCHITECTS





Date: July 14, 2022
To: Board of Directors
From: Anthony Constantouros, Interim General Manager
Subject: Election to Establish Appropriations Limit

Recommendations

1. Adopt Resolution No. 2022-18 – A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Calling An Election For The Purpose Of Submitting To The Qualified Electors Of The District The Question Of Establishing The District’s Appropriations Limit Under Article XiiiB Of The California Constitution, Fixing The Date Of Said Election And Requesting The Services Of The County Clerk.
2. Submit the suggested argument in favor in support of the proposed measure or delegate the finalization of the language to a two-person subcommittee (see #3 below); and
3. Select a two-member subcommittee to prepare any rebuttal and/or finalize the argument in favor.

Background

In 1979, Proposition 4 set the appropriation limits for California local governments (the “Gann Limit”). Article XIII B of the California Constitution authorizes a public entity to establish or change its appropriations limit for up to four years upon approval of a majority of voters voting on the measure. Changing the appropriations limit will not result in an increase in taxes and allows the District to fully use revenue that is already received.

Discussion

Since 1981 the District has successfully brought Gann Limit measures to the voters every four years, as required by Proposition 4. The District voters last approved the appropriations limit at the November 6, 2018 election. The results of that election were 82.73% of the voters in favor of the measure and 17.27% opposed. The last election established the limit through fiscal year 2022-2023; the limit for fiscal year 2022-2023 is \$5,399.362.00.

Election to Establish Appropriations Limit

July 14, 2022

Page 2 of 2

Proposition 4 now requires a new vote of the electorate to establish the limit for the fiscal years from 2023-2024 to 2026-2027. As in prior years, the appropriations limit will be subject to adjustments in the cost of living and population. The next general election is scheduled for November 8, 2022, and the filing deadlines for this election are summarized below.

2022 Filing Period

August 12	Last day to place a measure on the ballot
August 18	Local measure letter assigned
August 24	Deadline for Primary Arguments For/Against
August 29	Deadline for Rebuttal Arguments
September 8	Last day to file Writ of Mandate
September 20	Estimated Voter Information Guide mailing

SOURCE: Guide to Filing Measure Arguments, Contra Costa County Elections, 2022

Resolution 2018-18 is included in the Board's agenda packet. The resolution calls for a vote on November 8, 2022, and establishes the 2022-2023 limit of \$5,399.362.00 as the base year for calculating the limit for the next four fiscal years 2023-2024 through 2026-2027.

The Board may submit an argument in favor of the measure. A draft suggested argument in favor is included in the Board's agenda packet that is based on an argument used in a previous election. It is recommended that the Board select a two-member subcommittee to draft a rebuttal statement should an argument be filed opposing the measure. A number of procedural rules control the drafting of arguments and rebuttals for the proposed measure.

If the measure should pass, it will set the District's appropriations limit through fiscal year 2026-2027. If the measure should fail the District will not be able to fully fund its operations. The District will need to go to the voters again no later than June 2027 to allow the continuation of this past practice.

ATTACHMENTS:

Resolution No. 2022-13

Resolution No. 2022-18

Suggested argument in favor of measure

RESOLUTION NO. 2022-13

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
KENSINGTON POLICE PROTECTION AND COMMUNITY
SERVICES DISTRICT AFFIRMING THE ESTABLISHMENT OF
THE APPROPRIATIONS LIMIT FOR FY 2022-23**

The Board of Directors of the Kensington Police Protection and Community Services District “Board of Directors”) does find as follows:

WHEREAS, in November 1979, California voters approved a ballot proposition (Proposition 4), adding Article XIII B to the California Constitution, which limits the level of most appropriations from tax sources that the state and most local government entities are permitted to make in any given year; and

WHEREAS, and each year, a local government must adjust its Appropriations Limit for two factors: 1) the change in the cost of living; and 2) the change in population; and

WHEREAS, for the District; the prior year Appropriations Limit is adjusted by the percentage change in California per capita personal income and the change in population for Contra Costa County. The formula for adjusting the Limit is:

Prior year Appropriations Limit X Cost of Living Factor X Population Factor

A summary of the KPPCSD Appropriations Limit for FY 2022-23 is as follows:

FY 2021-22 Appropriations Limit	\$5,048,492
Annual Adjustments (prior year multipliers)	
Change in Population	.9945
Change in California Per Capita Personal Income	1.0755
Calculation: 1.0755 x .9945	1.0695
FY 2022-23 Appropriations Limit	\$5,399,362

NOW, THEREFORE, THE BOARD OF DIRECTORS DOES RESOLVE AS FOLLOWS: the Appropriations Limit for KPPCSD for FY 2022-23 is established as \$5,399,362.

DS
SH
DS
TC
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LML

Resolution No. 2022-13

June 9, 2022

Page 2 of 2

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by President Hacaj, seconded by Director Logan, on Thursday, the 9th day of June, 2022, by the following vote to wit:

AYES: Directors Deppe, Logan, Nottoli, Sherris-Watt and Hacaj.

NOES: None.

ABSENT: None.

ABSTAINED: None.

DocuSigned by:
Sylvia Hacaj
8C1CC334B1904A4...
Sylvia Hacaj
President, Board of Directors

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 special meeting of said Board held on Thursday, the 9th day of June, 2022.

DocuSigned by:
Lynelle M. Lewis
8483B78934AA4FC...
Lynelle M. Lewis
District Clerk of the Board

DocuSigned by:
Tony Constantouros
54E441D04AAB467...
Tony Constantouros
Interim General Manger

DS
SH

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RESOLUTION NO. 2022-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT CALLING AN ELECTION FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE DISTRICT THE QUESTION OF ESTABLISHING THE DISTRICT'S APPROPRIATIONS LIMIT UNDER ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION, FIXING THE DATE OF SAID ELECTION AND REQUESTING THE SERVICES OF THE COUNTY CLERK

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, Article XIII B of the California Constitution provides that the appropriations limit otherwise applicable to a government entity may be changed by majority vote of the electors of such entity, subject to and in conformity with constitutional and statutory voting requirements; and

WHEREAS, the Board of Directors believes that it would be in the best interests of the peace and safety of the residents of the Kensington Police Protection and Community Services District (the "District") for the appropriations limit for Fiscal Year 2023-2024 to be established by the voters of the District and for the appropriations limit for the ensuing three years to be determined accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kensington Police Protection and Community Services District as follows:

Section 1. An election (the "election") is hereby ordered and called and will be held in the District on Tuesday, November 8, 2022, at which election the following issue shall be submitted to all persons possessing all requirements of electors under the general election laws of the State of California and who are duly qualified electors residing within the District.

"Shall the appropriations limit of the Kensington Police Protection and Community Services District for Fiscal Year 2022-2023 be established at \$5,399,362.00 and the limit for Fiscal Year 2022-2023 (i.e., \$5,399,362.00) be used to determine the limits for Fiscal Years 2023-2024 through 2026-2027?"

Section 2. The election shall be and is hereby consolidated, pursuant to law, with the statewide election to be held on November 8, 2022, and the election precincts, polling places and officers of election within the area of the District for the election shall be the same as those selected and designated by the County Clerk of Contra Costa County for said statewide election. All proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the said statewide election.

Section 3. This resolution shall also constitute a request to the Board of Supervisors of Contra Costa County and to the County Clerk to consolidate the election called by the Board of Directors with the statewide election on November 6, 2018.

Section 4. The County Clerk is notified that the appropriations limit measure must be approved by a majority of the electors.

Section 5. The County Clerk is notified that the boundaries of the District have not changed since the District's previous election.

Section 6. The County Clerk is authorized and directed, at the District's proportionate expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District on _____, the ____ day of _____, 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

Sylvia Hacaj
President, Board of Directors

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 Thursday, the ____ day of ____, 2022.

Lynelle M. Lewis
Clerk of the Board

Anthony Constantouros
General Manager

Draft Argument in Favor of Measure

This measure is necessary in order to ensure that your Police Protection and Community Services District can continue the present levels of staffing for the next four years. It will not result on any increase in your taxes but will allow the District to make full use of the revenues it already receives.

An amendment to the State Constitution in 1979 imposed a limit on expenditures of most local government agencies, including the District. This “appropriations limit” was originally based on the level of the agencies expenditures during Fiscal Year 1978-79. That based year was one before the District voters approved a special tax to be used only for police protection services furnished by the district. As a result, the State-imposed expenditure limit would have prevented the District from making use of funds that an overwhelming majority of District voters has approved.

The State Constitution allows local agency voters to correct situations of this kind by approving temporary increases in the local appropriations limit. Kensington voters approved such an increase in 1981 and authorized its continuation at elections in 1984, 1986, 1990, 1994, 1989, 2002, 2006, 2010, 2014 and 2018. Your Board of Directors is asking that the increased limit be continued for an additional four years. This will ensure that we do not have to reduce our complement of public safety officers.

- Passage of this measure will not increase your taxes or other costs.
- It will allow the District to maintain the current level of police protection, using funds it already receives.

We want to provide you high quality police service and consider this measure necessary to do so. Please vote yes on this Measure.

Sylvia Hacaj, President

Mike Logan, vice-President

Eileen Nottoli, Director

Rachelle Sherris-Watt, Director

Christopher Deppe, Director



Date: July 14, 2022
To: Board of Directors
From: Lisa Mundis, Finance Director
Subject: Annual Supplemental Special Tax for Police Protection (Measure G), FY 2022-23

Recommendation:

Approve and adopt the Resolution No. 2022-19 of the Board of Directors of the Kensington Police Protection and Community Services District (KPPCSD) establishing the annual Supplemental Special Tax for police protection (Measure G) for FY 2022-23.

Rationale for Recommendation:

The terms of the voter approved Supplemental Special Tax (Measure G) requires that the KPPCSD adopt a resolution annually before it can increase the tax by the Consumer Price Index (CPI) as authorized by Contra Costa County. For this fiscal year, staff recommends increasing the tax by the CPI to account for increases in the cost of living and provided needed General Fund revenue to balance the budget.

Background:

On June 8, 2010, the voters of the Kensington Police Protection and Community Services District approved Measure G, a supplemental special tax in the amount of \$200 per residential parcel. It also included tax amounts for properties in other use categories as identified in Ordinance No. 2016-12. As authorized by the approved tax, these revenues are to be used to directly support Kensington's police protection services.

For fiscal year 202-23, the maximum annual amount of the Supplemental Special Tax for each category of property is determined by multiplying the preceding fiscal year's maximum special tax by an inflation factor in an amount not to exceed the increase in the Consumer Price Index as published by the U.S. Department of Labor for the April to April San Francisco-Oakland-Hayward area (the "Consumer Price Index" or "CPI"). The increase in the Consumer Price Index from Fiscal Year 2021/22 to Fiscal Year 2022/23 is 4.996%.

A five-year history of the Supplemental Tax is summarized in the chart below:

Class of Improvement or Use*	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Single Family Residential	\$241.18	\$248.94	\$258.93	\$261.81	\$271.78
Multiple Unit Residential	\$361.78	\$373.41	\$388.40	\$392.72	\$407.67
Commercial and Institutional	\$361.17	\$373.41	\$388.40	\$392.72	\$407.67
Miscellaneous Improved Property	\$241.18	\$248.94	\$258.93	\$261.81	\$271.78
Unimproved Property	\$72.35	\$74.68	\$77.68	\$78.54	\$81.53

*Class of Improvement or Use are determined annually based on data from the Contra Costa County Assessor's Office.

Based on the CPI, the maximum Supplemental Special Tax for fiscal years 2021-22 and 2022-23 is as follows:

Class of Improvement or Use*	2021/22 Maximum Tax	2022/23 Maximum Tax
Single Family Residential	\$271.78 per parcel	\$285.35 per parcel
Multiple Unit Residential	407.67 per parcel	428.03 per parcel
Commercial and Institutional	407.67 per parcel	428.03 per parcel
Miscellaneous Improved Property	271.78 per parcel	285.35 per parcel
Unimproved Property	81.53 per parcel	85.60 per parcel

Fiscal Impact:

The FY 2021-22 operating budget included \$685,470 in revenue from the Supplemental Special Tax for Police Protection. The increase in CPI will create an addition \$34,530 in revenue, which is reflected in the current fiscal year's budget. Approving this resolution will increase the overall General Fund by \$34,530 FY 2022-23.

Attachment:

1. Attachment 1: Resolution No. 2022-19 - A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Establishing The Annual Supplemental Special Tax For Police Protection

RESOLUTION NO. 2022-19
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT
ESTABLISHING THE ANNUAL SUPPLEMENTAL SPECIAL TAX FOR POLICE PROTECTION

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, in 2010, the voters of the Kensington Police Protection and Community Services District (the “District”) approved a supplemental special tax (the “Supplemental Special Tax”) in the amount of \$200 per year for single family residential parcels, with amounts for properties in other use categories identified in Ordinance No. 2010-01, to provide a source of funding for police protection services.

WHEREAS, for Fiscal Year 2022/23, the maximum annual amount of the Supplemental Special Tax for each category of property shall be determined by multiplying the preceding fiscal year’s maximum special tax by an inflation factor in an amount not to exceed the increase in the Consumer Price Index as published by the U.S. Department of Labor for the April to April San Francisco-Oakland-Hayward area (the “Consumer Price Index”). The following table shows the maximum Supplemental Special Tax for Fiscal Year 2021/22 and Fiscal Year 2022/23. The increase in the Consumer Price Index from Fiscal Year 2021/22 to Fiscal Year 2022/23 is 4.996%.

Class of Improvement or Use*	2021/22 Maximum Tax	2022/23 Maximum Tax
Single Family Residential	\$271.78 per parcel	\$285.35 per parcel
Multiple Unit Residential	407.67 per parcel	428.03 per parcel
Commercial and Institutional	407.67 per parcel	428.03 per parcel
Miscellaneous Improved Property	271.78 per parcel	285.35 per parcel
Unimproved Property	81.53 per parcel	85.60 per parcel

*Class of Improvement or Use will be determined annually based on data from the Contra Costa County Assessor.

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

- The Board of Directors hereby declares its intention to levy the Supplemental Special Tax for the Fiscal Year, July 1, 2022 through June 30, 2023 in the following amounts.

Class of Improvement or Use*	2022/23 Supplemental Tax
Single Family Residential	\$285.35 per parcel
Multiple Unit Residential	428.03 per parcel
Commercial and Institutional	428.03 per parcel
Miscellaneous Improved Property	285.35 per parcel
Unimproved Property	85.60 per parcel

*Class of Improvement or Use will be determined annually based on data from the Contra Costa County Assessor.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the ___ day of ____, 2022, by the following vote to wit:

AYES: Directors _____, _____, _____, _____, and _____

NOES: None

ABSENT: None

ABSTAINED: None

 Sylvia Hacaj
 President, Board of Directors

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 Thursday, the ___ day of ____, 2022.

 Lynelle M. Lewis
 District Clerk of the Board

 Tony Constantouros
 Interim General Manager



Date: July 10, 2022

To: Board of Directors

From: Anthony Constantouros, Interim General Manager

Subject: Approve KPOA MOU Effective July 1, 2022

Recommendations:

Approve a three-year Memorandum of Understanding (MOU) with the Kensington Police Officers Association (KPOA) effective July 1, 2022, and authorize the Board President to sign.

Rationale for Recommendation:

For the last twelve months the Kensington police officers have been working without a contract. The most recent Memorandum of Understanding expired June 30, 2021.

Discussion:

The Kensington police force has undergone significant changes over the past few years. Several new officers have been recruited with experience in other agencies. It has been noted that the most recent MOU adopted by the KPPCSD lacked many of the provisions commonly found in other agreements.

As authorized by the Board of Directors, negotiations between the KPOA and the former Interim General Manager have been ongoing since March 2022.

Highlights:

The proposed MOU addresses several issues. It has a three-year term commencing July 1, 2022 through June 30, 2025. It promotes a well-educated department and, consistent with other competing departments, provides for additional compensation when officers accept additional responsibilities.

Noting that the officers last received a pay adjustment in 2020, the agreement provides for a 7 ½% pay increase effective July 1, 2022 with a 5% increase in each of the next two years. The agreement also calls for the District to implement an employee assistance program, a standard benefit in most departments.

Financial Impact

Compensation cost increase of approximately \$115,000 during fiscal year 2022-23 which has been included in the approved 2022/23 budget..

MEMORANDUM OF UNDERSTANDING

Between

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

July 1, 2022 until June 30, 2025

This Memorandum of Understanding is made and entered into on _____, between the Kensington Police Protection and Community Services District, Contra Costa County, Kensington, California, hereinafter referred to as "The District", and the Kensington Police Officers' Association, hereinafter referred to as "The Association". It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto. Unless otherwise provided herein, the terms of this Memorandum of Understanding are retroactive to July 1, 2022(the "Effective Date"). To the extent that this MOU refers to benefits effective upon ratification of the Tentative Agreement, the parties agree that such benefits were effective July 1, 2022.

ARTICLE I RECOGNITION

The District agrees to recognize the Association as the majority representative of all police personnel excluding the Chief of Police, and agrees to meet and confer with the Association in all matters relating to wages, hours and other terms and conditions of employment.

ARTICLE II RIGHTS

A. **District Rights Include:**

Except as otherwise provided in this Agreement, the rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work, lack of sufficient financial resources, or for other business related reasons as determined in the sole discretion of the District; maintain the efficiency of government operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its

organization and the technology of performing its work, including contracting of specified services.

Nothing contained within this article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under state and federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

B. Association Rights Include:

1. The Association's right to represent their members before the Board of Directors or advisory boards with regard to wages, hours and working conditions or other matters within the scope of representation.
2. The right to be given reasonable written notice of any proposed ordinance, rule, resolution, regulation or amendment thereto relating to matters within the scope of representation.
3. Employees represented by the Association shall be free to participate in Association activities without interference, intimidation or discrimination, in accordance with State Law and the Department's Rules & Regulations.

ARTICLE III SCOPE OF AGREEMENT

A. Conditions

The terms of this Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered, or otherwise presented by the Association or the District for the duration of this agreement, provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

B. Procedure for Meet and Confer

The District, through its representatives, and representatives of the Association shall meet and confer in good faith regarding matters within the scope of this agreement.

ARTICLE IV HEALTH PLAN BENEFITS/PENSION

A. Health Plan Benefits Current Employees

The District shall provide health benefits through the Public Employees' Retirement System Health Benefit Program.

Effective the first full pay period beginning after January 1, 2020, the employee requirement to pay \$125 per month towards the cost of coverage, regardless of the coverage level selected, shall cease. Effective the first full pay period after January 1, 2020, the employer will pay through a cafeteria plan 90% of the Kaiser Northern California premium at each level of coverage. The cafeteria plan option shall be integrated with the PEMHCA medical plan benefit. The premium shall be adjusted annually on or about January 1 of each year of this contract based on changes in Kaiser rates for that year.

Coverage Level	2020 Kaiser Bay Area Monthly Premiums	KPOA Member Contribution Effective 1/1/2020	Maximum District Contribution Effective 1/1/2020
Employee Only	\$768.49	\$76.85	\$691.64
Employee + 1	\$1,536.98	\$153.70	\$1,383.28
Employee + 2	\$1,998.07	\$199.81	\$1,798.26

Eligible Retirees

The District will pay the health care premiums for eligible retirees and their eligible dependents pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA) and in the amounts required by California Government Code §22892(b).

The District obligation for existing retirees and retirement medical benefit of existing employees who later retire and are entitled to retirement health benefits under PEMHCA rules shall be set at a fixed dollar amount equal to 90% of the 2020 Kaiser Northern California rate or \$125 per retiree per month, whichever is greater. Upon achieving Medicare eligibility, the District shall pay 90% of the applicable 2020 Medicare rate at each level of coverage or the employee shall pay \$125 per month, whichever leads to a greater retiree contribution. Current employees and existing retirees as of the date of ratification by both parties, shall have a vested right to a retiree benefit of their choosing at the fixed dollar amount applicable (e.g. Medicare/non-Medicare) to their personal situation, based upon the flat dollar amount (90% of the Kaiser rate) established in 2020. This vesting agreement shall be subject to California law and any applicable PEMHCA rules.

New Employees

New employees, as of the date the Tentative Agreement was ratified, shall receive only the PEMHCA minimum for a retiree health benefit.

B. In Lieu or Dual Medical Coverage

Employees who elect not to receive the District’s medical insurance shall be provided an alternative benefit in the form of a monthly five-hundred-dollar (\$500) cash payment in lieu of benefits listed in Article IV, A., ‘Health Plan Benefits Current Employees,’ of this Memorandum of Understanding.

Eligibility for receipt of alternative benefits is restricted to those employees in regular or probationary status who, in accordance with PEMHCA regulations: (1) elect to opt-out of the District’s medical insurance and (2) provide proof of medical insurance coverage from an alternative plan.

C. Dental and Vision Benefits

The District shall provide for a vision plan through VSP, and a dental plan through Delta Dental, maintaining the same benefit package as is currently provided under the District's VSP Group Vision Care Plan, effective October 1, 2013, and the District's Contract with Delta Dental, effective October 1, 2007, as amended. Except as provided in subsection (B) above, the District will pay the premiums for the eligible employee and his or her eligible dependents.

D. Pension/ Retirement Plan

Classic Member (Definition): “Classic Member” means an employee who first became a member of CalPERS, or another public retirement system that has reciprocity with CalPERS, before January 1, 2013, and who did not have a break in service of more than six months before returning to membership in CalPERS with a new employer.

No Change to Classic Members: Three Percent (3%) at Age 50 CalPERS plan. To Include: One Year Final Compensation 01/06/93

1959 Survivor Benefit	09/01/79 Inc. 59 Survivor
Benefit	07/04/80

Pension Cost Sharing under AB 340 (PEPRA), as amended: Per this Memorandum of Understanding;

Effective the first full pay period following ratification of the Tentative Agreement by both parties, Employees shall contribute 6% of pensionable compensation to the employee’s share of pension contributions, and the District shall contribute 3% of the employee’s share.

Effective the first full pay period after July 1, 2020, Employees shall contribute 8% of pensionable compensation to the employee’s share of

pension contributions, and the District shall contribute 1% of the employee's share.

Effective the first full pay period after July 1, 2021, Employees shall contribute the full 9% of pensionable compensation to the employee's share of pension contributions, and the District shall not contribute to the employee's share.

The District shall adopt and file with CalPERS a resolution providing that employee pension contributions will be picked up by the District under section 414(h)(2) of the Internal Revenue Code.

New Member: "New Member" means an employee who first becomes a member of CalPERS on or after January 1, 2013, and who was not a member of another public retirement system that has reciprocity with CalPERS before that date, or, if he or she was a member of CalPERS, or another public retirement system that has reciprocity with CalPERS, before that date, returned to CalPERS membership with a new employer after a break in service of more than a six months.

Pension Plan: CalPERS Option Plan Two; 2.7% at Age 57.

Final compensation for New Members shall be the average of the pensionable compensation earned during the 36-consecutive month period of employment that produces the highest average.

Pension Cost Sharing under AB 340: New Members must contribute 50% of the normal cost of pension benefits, as defined by CalPERS, with no cap in place as for Classic Members. AB 340 (PEPRA), as amended, prohibits the employer from paying this contribution on the employee's behalf (Govt. Code Sect. 7522.30(c)).

E. Life Insurance

The District shall provide an one hundred thousand dollar (\$100,000) term life insurance policy for all sworn personnel. The District shall purchase and pay for the base premium and provide documentation of the purchase to the employee. The employee shall pay any additional costs over the standard base premium.

F. Disability Insurance

The District agrees to provide disability benefits through California Law Enforcement Association (CLEA) "Plan A" or Police Officers Research Association of California (PORAC) "Premier Plus" plan. The District shall increase each members' base pay by the cost of the plan premium.

The employee shall pay the premium for the plan through payroll deduction.

G. Deferred Compensation

The District has established a Deferred Compensation Plan to be made available to all eligible district employees pursuant to Federal legislation permitting such plans. Employees can invest portions of their current income to meet their future financial requirements and supplement their District retirement, at no cost to the District.

H. Contra Costa County Employees' Federal Credit Union

Optional participation by payroll deduction at no cost to the District.

ARTICLE V SICK LEAVE

A. Accrual

All employees shall accrue sick leave at the rate of ten (10) hours for each calendar month that the employee has worked. Employees may accumulate an unlimited amount of sick leave. At the discretion of the Chief of Police, a medical professional's note may be required for any period of sick leave that exceeds three (3) consecutive days. Requests for medical notes shall not be subject to the grievance procedure.

B. Termination of Sick Leave

If an employee has accumulated and unused sick leave at the time of termination, resignation, or retirement, he or she shall not be eligible for a cash payout for that sick leave time. However, retirement credit for any such accumulated and unused sick leave may be allowed per CalPERS agreement in effect at the time of the employee's retirement or resignation.

C. Family Sick Leave

Employees may utilize up to 60 hours of accrued sick leave per year for illness or injury to members of their immediate family as defined by the California Family Rights Act (CFRA).

233. Additional family sick leave may be granted at the discretion of the Chief of Police.

D. Family Care

The District will adhere to the provisions of the Family Medical Leave Act of 1993

(FMLA), the California Family Rights Act (CFRA), and California Pregnancy Disability Leave (PDL).

E. Sick Leave Sharing Plan for Catastrophic Illness or Injury

The District agrees to establish a ‘Sick Leave Sharing Plan’ to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Sick Leave Sharing Plan (SLSP) will allow each bargaining unit employee to donate up to 10 days of sick leave to affected employees in the unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition. This donated time will be placed in the SLSP and drawn down from the SLSP by the eligible employee.

Eligibility: To be eligible for this benefit, the receiving employee must: (1) be a regular full time employee, (2) have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, (3) have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; (5) conform to the requirements of the Family Medical Leave Act , and (6) not be eligible for workers compensation (4850) benefits.

ARTICLE VI VACATION AND LEAVES OF ABSENCE

A. Eligibility

All personnel shall be eligible to take paid vacation leave at the end of twelve (12) months of continuous service. An employee may request to be allowed to take 52 hours of vacation upon completion of continuous service for six (6) months. Such a request must be made in writing and submitted to the Chief of Police, and may be granted at the Chief’s discretion.

B. Vacation Accrual

Accrued vacation time shall be posted monthly. Employees shall receive a total of 104 hours (13 days) of accrued vacation time upon completion of the first year. Except as modified by Paragraph C, accrued vacation time shall be determined according to the Vacation Accrual Schedule below.

<u>Year(s) of Service</u>	<u>Total Yearly Hourly Accrual</u>	<u>Accrued Hours Per Month</u>
1	104	8.67

2	112	9.33
3	120	10.00
4	128	10.67
5	136	11.33
6	144	12.00
7	152	12.67
8	160	13.33
9	160	13.33
10	168	14.00
11	168	14.00
12	176	14.67
13	176	14.67
14	184	15.33
15	184	15.33
16	192	16.00
17	192	16.00
18	200	16.67
19	200	16.67
20	208	17.33

A. Use of Vacation:

1. Workweek Vacation Sign Up - Employees are to sign up for their yearly-allotted vacation time by January 31 in the order of their seniority. (Signup sheet to be posted on or around December 15.) Not to include single day vacation requests, employees must sign up for a minimum of one (1) workweek per vacation selection. Employees shall have the option to pass on one or both selections. Vacation period runs from February 1 through January 31.
2. Single Day Vacations - Employees are allowed one single day vacation per shift page. Request must be turned in a minimum of 72 hours prior to the vacation day and are not to be used during the following holidays: Christmas, New Year's Day and Thanksgiving Day. Note: If two (2) or more employees are away, either on vacation, sick or school, single vacation days shall be allowed only if it does not incur overtime or present an undue hardship to the department.
3. Remaining Vacations Days - Upon completion of the initial posting of vacations, employees may sign up for additional vacation time on a first come first serve basis. Additional vacation day requests shall be allowed at the discretion of the Chief of Police. It shall be the policy of the department not to cancel days off during the above-mentioned holidays to allow additional vacation day requests.

4. Vacation Accrual Limit - An employee's maximum for vacation accrual shall be two times their annual accrual but shall not exceed 320 hours. Employees are allowed to cash out up to 100 accrued vacation hours, no more than twice annually, once on December 1st and once on June 1st.
5. Lateral Seniority – Seniority for the purpose of vacation accrual for lateral employees shall be determined based upon overall years of service as a peace officer as described in California Penal Code sections 830.1 and 832.6, or the equivalent legal authority in another state, whether or not with the District. The burden of proof regarding verification of prior employment status shall fall upon the lateral employee.
6. Number of Employees on Vacation - One officer or sergeant allowed off per team, when at full strength, a maximum of two (2) officers or two (2) sergeants may be off on vacation per workday. Department will make every effort to allow assigned vacations when not at full strength. The Chief of Police has the authority to change the number of employees allowed if circumstances warrant it.
7. Vacation at Termination - Employees leaving the district with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued Vacation shall be at the employee's current rate of pay.
8. Effect of Extended Military Leave - An employee who interrupts his or her service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.
9. Sick Leave During Vacation - Vacation leave may be converted to sick leave, subject to the review and approval of the Chief of Police, if an employee is injured or sick during his or her vacation for a period in excess of twenty-four (24) hours.
10. Transfer of Vacation Time to Bereavement Leave - Vacation leave may be converted to bereavement leave, subject to the review and approval of the Chief of Police, if a death or anticipated death in the immediate family of an employee occurs during that employee's vacation period.
11. Leaves of Absence - The Board of Directors has the power to grant leaves of absence with or without pay. The decision is normally

based upon the recommendation of the Chief of Police. The Chief of Police has the authority to grant leaves of absence not to exceed three (3) days.

12. Bereavement/Emergency Leave of Absence

- a. Time off, consisting of 40 hours with pay, may be granted to any employee in the event of the death of a member of the employees' immediate family. One day of death leave for deaths occurring to persons not in the immediate family may also be granted at the discretion of Chief of Police.
- b. In addition to the 40 hours, additional hours may be granted at the discretion of the Chief of Police,
- c. Bereavement leave shall not be charged against either vacation or sick leave accumulation.
- d. The Chief of Police shall be notified as soon as possible of any event requiring an emergency leave of absence.
- e. Definition of Family

For the purpose of bereavement or emergency leaves of absence, family as, used herein shall be construed as being the following relatives of the employee:

Spouse	Brother	Mother-in-law	Step Child
Child	Sister	Father-in-law	Step Sibling
Mother	Grandmother	Sister-in-law	Step Parent
Father	Grandfather	Brother-in-law	Step Grandparent

ARTICLE VII SALARIES

The Board of Directors provides that an employee must be paid a salary within the range established for his or her classification. The District and the Association agree the District will compensate all members of the Association as follows:

Effective the first full pay period after July 1, 2022, Sworn Employee salaries shall increase by 7.5% . Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Sergeant and Officer shall be:

7/1/2022 7.5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	\$9,288.08	\$9,659.58	\$9,949.37	\$10,347.38	
Police Officer	\$7,279.12	\$7,679.47	\$8,101.85	\$8,547.44	\$9,025.26

Effective the first full pay period after July 1, 2023, Sworn Employees shall receive a salary increase of 5%. Specifically, the monthly base wage rate salary schedule and compensation

7/1/2023 5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	\$9,752.48	\$10,142.56	\$10,446.84	\$10,864.75	
Police Officer	\$7,643.08	\$8,063.44	\$8,506.94	\$8,974.82	\$9,476.52

Effective the first full pay period after July 1, 2024, Sworn Employees shall receive a salary increase of 5%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Sergeant and Officer shall be:

7/1/2024 5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	\$10,240.11	\$10,649.69	\$10,969.18	\$11,407.99	
Police Officer	\$8,025.23	\$8,466.61	\$8,932.28	\$9,423.56	\$9,950.35

A. Step Increases

1. Classification - Police Officers
 - a. Step One: Minimum hiring rate.

- b. Step Two: Employees shall be eligible for advancement to Step Two upon completion of twelve, (12) months employment, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.
- c. Additional Steps: Employees shall be eligible for advancement to additional steps upon completion of one year at the previous step, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

2. Classification - Sergeants

- a. Step One: Minimum hiring rate,
- b. Steps Two: through Step four: Employees shall be eligible for advancement to the next higher Step upon completion of twelve (12) months employment in grade, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

B. Hourly Rate of Pay

The hourly rate shall be calculated by multiplying the monthly salary by twelve (12) and dividing by the total number of working hours per year, which by convention is 2080.

C. Working Out of Class

Prior approval must be obtained from the Chief of Police in the event an employee covered by this MOU is temporarily assigned the duties of a higher classification. Effective on the first day of temporary assigned duties in the higher classification, the employee shall be paid one percent (1%) above their current salary step, if the employee works at least one (1) full day. If the temporary assignment to a higher classification lasts more than thirty (30) days and includes the full range and scope of duties of a higher classification, the employee shall be paid five percent (5%) above their current salary step following the first thirty (30) days. The District shall report temporary upgrade pay which lasts more than thirty (30) days to CalPERS in accordance with California Public Employees' Retirement Law.

D. Shift Differential

Shift differential shall be paid at the rate of three percent (3%) above the base rate for employees who work the 'graveyard shift'. The graveyard shift shall be defined as

hours actually worked between the hours of 9 p.m. and 7 a.m.

E. Field Officer Training Pay

Members who serve as Field Training Officers shall be compensated an additional five percent (5%) of base salary for all hours worked as compensation for this assignment.

ARTICLE VIII OVERTIME

A. Overtime Policy - Definition

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal working week. Time worked in excess of the basic workweek because of changes in days off or shifts shall not be considered overtime. Except as otherwise provided herein, overtime shall commence at the time an employee reaches the place where he or she is directed to report and shall continue until he or she is released or the work is completed, whichever is the earlier. Compensation for overtime shall be at one and a half the current rate of pay.

B. Compensatory Time Policy - Defined

Compensation for overtime hours worked shall be paid at one and one-half times the employee's basic hourly salary every pay period. Compensatory time off at the rate of one and one-half times the number of hours worked may be accrued at the employees' written request in lieu of time and one-half pay.

Compensatory time off may be requested and taken, as long as it does not cause overtime.

Employees shall be allowed to cash in compensation time four specific times per year, and may cash out any amount up to the accrual limit of eighty (80) hours. Employees will be allowed to hold a maximum of one hundred eighty (180) hours on the books. The specific dates are:

July 1, November 1, and March 1, and a fourth date to be mutually agreed upon.

C. Reimbursement for Meals

District agrees to reimburse members of the Association for up to two (2) meals per month at a cost not to exceed ten (10) dollars per meal when they work over twelve

(12) hours during a single shift.

D. Minimum Call-Out Compensation

Employees who are called out to perform unscheduled work shall be compensated for a minimum of four (4) hours work at the time and one-half rate.

E. Non Call-Out Overtime

Non Call-Out overtime, or that overtime which represents a simple extension of, the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour, to be rounded off; except that overtime worked during the first one-half hour following a normal shift shall be compensated by a minimum of one-half hour overtime.

F. Appearances in Court

Officers directed to appear in court outside of normal shift hours shall receive a minimum of four (4) hours overtime. Court time exceeding the minimum four (4) hours shall be granted on an hour 'by hour basis unless part of normal shift.

G. Call-Out Standby

When any employee is placed on standby by the Police Department or any related department in regards to official police duties, the employee shall receive the minimum of two (2) hours overtime (time and a half).

H. On-Call Pay

Employees assigned to on-call duty shall receive 1% of base salary incentive per on-duty day while on such standby duty. Employees are on standby when they are assigned by the Chief of Police to be available for calls for service while in a non-working status during off-duty hours. Employees assigned to standby duty shall be required to:

- Be ready to respond in a reasonable time to calls for service
Reasonable response time shall be the time required to get ready and then drive at normal speeds to the designated duty location (including the need to first stop at the station if necessary). Employees subject to this provision must be able to arrive at the designated duty location within one (1) hour of notification.
- Be readily available at all hours by telephone, or other communications devices
- Refrain from activities, which employees should reasonably know, might impair the performance of their assigned duties upon call.

ARTICLE IX EDUCATION / LONGEVITY BENEFITS

A. Education Incentive Program

A monthly incentive payment of five percent (5%) of their base salary shall be paid to qualified personnel, who have obtained an Intermediate Post Certificate,

An additional monthly incentive payment of five percent (5%) of base salary shall be paid to qualified personnel who obtain an Advanced POST Certificate, for a total of ten percent (10%) of base salary, effective beginning October 31, 2019.

Members shall receive the following monthly incentive payment as a percentage of their base salary for possession of a college degree from a college or university that has been accredited by an organization that is recognized by the U.S. Department of Education as an accrediting agency (e.g. WASC or Northwest Commission on Colleges and Universities):

- (a) A.A. 1%
- (b) B.A. 2%
- (c) Masters 3%

B. Educational Reimbursement

The District establishes an education pool each Fiscal Year; individual employees shall have the opportunity to draw from this pool to a maximum of two-thousand dollars (\$2,000.00) per individual per year. The money shall, be used for tuition, books, materials and supplies. Employees shall be working towards a degree, POST Certificate or taking a class that benefits the District, as approved by the General Manager prior to enrollment. The course must be completed with a passing grade and must be conducted on the employee's personal time. Employees are not eligible for the benefits set forth in this Section B until they have completed two years of service with the District as full-time officers and only if they are working full time at the time they seek to utilize these benefits. The Chief, in his sole discretion, will be allowed to grant an exception from this policy.

Employees failing to complete the course or failing to receive a passing grade shall reimburse the District the amount paid in full. Additionally, in the event than an employee voluntarily severs employment within 12 months of receiving educational reimbursement, any educational reimbursement received shall be returned to the District.

C. Training

Training shall be provided as mandated by the State of California, at a minimum.

D. Longevity Pay

Represented employees will receive Longevity Pay of 2.5% of base pay beginning with the 8th year of service with the District and an additional 2.5% (5% total) of base pay beginning with the 12th year of service with the District.

ARTICLE X EMPLOYEE ASSISTANCE PROGRAM

The District shall provide an Employee Assistance Program (EAP) available to all employees in the bargaining unit. Final selection of the plan provider to provide this service shall be made by the District with the input of KPOA.

ARTICLE XI CLOTHING ALLOWANCE /SAFETY EQUIPMENT

A. Installments- Amount

The District shall provide a clothing allowance in the amount of one-thousand two hundred dollars (\$1200.00) per year, to be paid in twenty-four (24) installments of \$50.00.

The district will provide new hires with their initial uniform and equipment.

If and when an Employee leaves the department the Employee shall return their uniform(s) and equipment to the District.

B. Damaged Uniforms

It is the policy of the District to pay for the cost of repairing and/or replacing uniforms that are damaged in the line of duty.

C. Safety Equipment

As soon as practical, the District shall purchase body armor vests for all officers pursuant to Kensington Police Department Policy #1024.3. Once issued, body armor vests are to be worn pursuant to Kensington Police Department Policy #1024.1 through 1024.3.3.

The District also agrees to reimburse members of the Association for safety equipment up to two hundred and fifty dollars (\$250.00) per year each year the officer is employed under this contract. Unused reimbursement funds may be

rolled over by individual officers to the following year for the life of the contract, not to exceed seven hundred fifty dollars (\$750.00). The Chief of Police shall review and approve all purchases of safety equipment for which the officer seeks reimbursement before such items are purchased.

ARTICLE XII HOLIDAY PAY

A. Holidays

Employees are paid for the following fourteen (14) Holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas. Employees are not entitled to any extra compensation if they are required to work on these days.

ARTICLE XIII PERSONNEL ACTIONS

A. Authority

The information contained in the Kensington Police Department Policy Manual is furnished to acquaint officers with some of the more important personnel policies and practices pertaining to employment with the Kensington Police Department. Although not presented in the form of regulations, each of the subjects covered in subsequent paragraphs has substantive authority in the powers granted to the Board of Directors or the Chief of Police by special laws of the State of California.

B. Definition of Just Cause

Just cause for employment actions, up to and including termination, shall include, but not be limited to the following: Failure of an employee either willfully, or through negligence or incompetence, to perform the duties of his or her rank or assignment, or violation by an employee of any police policies or order, or instruction having the effect of a policy or order.

C. Definition of Discipline

Consistent with Kensington Police Department Policy Manual #340.8, discipline shall include suspension, punitive transfer, demotion, and termination.

D. Discharge

The Chief of Police may discharge an employee for just cause. Any employee who has been discharged is entitled to receive a written

statement of reasons for such action and shall have ten (10) days in which to respond.

E. Suspension

An employee may be suspended from his or her position by the Chief of Police at any time for a disciplinary purpose, or for other just cause. Suspension without pay cannot exceed thirty (30) days per occurrence.

A Master Sergeant or Sergeant, may for the good of the service, detach an employee from active duty, require that the employee relinquish his or her badge and other official police credentials, and assign the employee to remain at his or her home pending action by the Chief of Police at the earliest practical moment.

F. Demotion

The Chief of Police can demote an employee whose ability to perform required duties falls below standard or for disciplinary purposes. Notice of the demotion must be given the employee no later than two (2) weeks prior to the effective date of demotion.

G. Reduction in Departmental Seniority

The Chief of Police can reduce an employee in departmental seniority with attendant loss of privileges normally determined by such seniority and by such seniority and as outlined elsewhere in this Memorandum.

H. Right of Appeal to Matters Not Involving Discipline

An employee has the right to appeal to the Board of Directors relative to any situation affecting his or her employment status or conditions of employment, except in those cases involving a general plan affecting the department as a whole, pursuant to Kensington Police Department Policy Manual #1006. The decision of the Kensington Police Protection and Community Services District Board is considered final.

I. Right of Appeal to Matters Involving Suspension, Punitive Transfer, Demotion, and Termination

The probationary period for the original appointment of employees shall be for a period of eighteen (18) months. Individual probationary periods may be extended upon decision of the Chief of Police. Consistent with Kensington Police Department

Policy Manual #340.9, during the probationary period, an employee may be terminated or otherwise rejected with or without cause, at any time, without right of appeal.

After the probationary period, any employee challenging discipline shall have the option of choosing between the dispute-resolution provisions of Kensington Police Department Policy Manual #1006, or in addition to the grievance procedure and after it is exhausted, requesting an evidentiary hearing to the Board of Directors. Any employee who wishes to preserve the right of appeal and request an evidentiary hearing must within twenty (20) days of the date of a Notice of Discipline, submit in writing to the Chief of Police a separate written statement indicating that he or she wishes a hearing before the Board of Directors consistent with due process rights and the Public Safety Officers Procedural Bill of Rights Act. Each party shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. The decision of the Kensington Police Protection and Community Services District Board is considered final.

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. The time lines contained in this Article XII Personnel Actions and Policy 1006 may be waived for a specific time period at any step with the mutual agreement of the parties.

J. Probationary Periods

The probationary period for newly hired sworn employees with no previous sworn law enforcement experience shall begin on the date of employment and shall continue for a period of eighteen (18) months. The probationary period for new hires with previous law enforcement experience and who possess a valid P.O.S.T Basic Certificate shall begin on the date of employment and shall continue for a period of twelve (12) months. However, the twelve-month probationary period may be extended up to an additional six months at the discretion of the Police Chief.

ARTICLE XIII ANNUITANTS

The District may utilize annuitants to fill shifts when necessary. Annuitants shall not supplant full- time positions. Prior to service, such annuitants shall: (1) submit a fully executed employment application; and (2) have completed a California POST background check. Full-Time Police Officers shall be given preference over all annuitants for scheduling days off, holidays, leaves, and vacations. All annuitants shall abide by all applicable Department policies and comply with California POST training standards throughout their tenure. Annuitants will be hired at an “at- will” basis and in no event will their employment extend beyond 960 hours in any fiscal year.

ARTICLE XIV NO UNLAWFUL DISCRIMINATION

No employee shall be demoted or dismissed, or in any way unlawfully discriminated against because of race, color, religion, creed, sex, pregnancy, childbirth or related medical condition, ancestry, citizenship, national origin, age, marital status, sexual orientation, physical or mental disability, medical condition or any other characteristic protected by federal, state, or local law.

Neither the District nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercised of their rights to engage or not to engage in any activities pursuant to Section 3500, *et seq.*, of the Government Code.

ARTICLE XVI ACCESS TO FILES

The District and all covered Employees shall exercise good faith efforts to secure all confidential material at Public Safety Building. Only authorized individuals may have access to confidential files and records.

ARTICLE XVII SCOPE AND SEVERABILITY

It is mutually agreed that ratification and approval of this Memorandum of Understanding relieves the Association and the District of any and all further obligation to meet and confer pursuant to Section 3500, *et seq.*, of the California Government Code for the period covered by the Memorandum of Understanding. Meet and confer sessions may, however, be reopened during the life of the Memorandum of Understanding by mutual consent of the Association and the District.

The District shall meet and confer to the extent required by law on contracting out, should the District decide to contract out any or all services currently performed by sworn officers.

Nothing in this agreement shall foreclose proposals by either party, and, to the extent within the mandatory scope of bargaining, requests to meet and confer on the following subjects: Reserve Officers/Probationary Period; internal affairs investigations; non-sworn background checks; uniform regulations; vacation/training requests; firearms policy.

In case of material conflict between this Agreement and the approved District policies and procedures, the provisions of the Agreement shall govern.

If any portion of this Memorandum of Understanding is declared null and void by superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as possible to the original intent.

ARTICLE XVIII DURATION

This agreement shall be in full force and effect from July 1, 2022, through June 30, 2025:

Kensington Police Protection & Community
Association
Services District Board of Directors

Kensington Police Officers

Sylvia Hacaj
President

Amit Nath
President

Date

Date



Date: July 14, 2022

To: Board of Directors

From: Anthony Constantouros, Interim General Manager

Subject: Employment Agreement with Michael Gancasz

Recommendations:

Approve an At-Will Employment Agreement with Chief Michael Gancasz and authorize the Interim General Manager to sign.

Rationale for Recommendation:

After coming to the department in January 2021, Chief Gancasz received his appointment as Chief of Police in May 2021. No formal contract was entered into at the time of his appointment, rather the Chief is been working under the terms of a letter of engagement.

It is in the best interest of both the District and the Chief to formalize the terms of his employment. Consequently, the former Interim Manager and the Chief have been in discussions regarding the potential agreement since April. The attached proposed agreement is the result of those discussions.

Discussion:

For some time, the Kensington police force struggled to become a high caliber department. Your Board and the former chief took dramatic steps and made significant improvements to the department. Upon his appointment in May 2021 Chief Gancasz took the reins and continued the progress. Continuing the trend set by his predecessor, under Chief Gancasz' leadership a different era of policing now exist in Kensington. The department maintains a record of service and claims against the District have virtually disappeared.

Having a BS degree in Criminal Justice Management and also possessing the highest level POST certifications available, Chief Gancasz is not only well qualified for this position but has the necessary background and experience desired by much larger departments.

This proposed agreement contains several provisions which are the industry standards. It includes protections for the District regarding the terms of the Chiefs employment and those grounds for possible dismissal. The agreement also contains provisions to protect the Chief as he serves in his professional capacity.

Employment Agreement with Michael Gancasz

July 14, 2022

Page 2 of 2

The agreement offers the salary of \$16,300 per month which is in line with similarly sized departments in the Bay Area with increases in compensation scheduled for 2023 and 2024.

Financial Impact

The increase cost to the District in fiscal year 2022-23 is approximately \$25,000 which is included in the District's budget.

AGREEMENT EMPLOYING MICHAEL GANCASZ AS CHIEF
OF POLICE FOR THE KENSINGTON POLICE PROTECTION
& COMMUNITY SERVICES DISTRICT

This Agreement is by and between the Kensington Police Protection & Community Services District, a California special district (“District”) and Michael Gancasz (“Gancasz”).

WHEREAS District desires to continue to employ Mike Gancasz as its Police Chief, and

WHEREAS Gancasz desires to continue in that position on the terms and conditions contained herein; and

WHEREAS both parties wish to enter a written contract clearly stating their respective rights and responsibilities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) Employment: District hereby offers, and Gancasz accepts, employment as Police Chief of the District on the terms and conditions set forth herein.
- 2) Effective Date: This Agreement’s effective date is July 1, 2022.
- 3) Duties: Gancasz shall perform those duties and have those responsibilities that are commonly assigned to a Police Chief of a City in California as described in Government Code Section 38630, 41601 through 41611 and any successor legislation. Gancasz shall, additionally, perform such other legally permissible and proper duties and functions consistent with the office of Police Chief, as the General Manager shall from time-to-time assign.
- 4) Devotion to District Business: During the term of this Agreement, Gancasz shall not accept any other employment and shall be exclusively employed by District, unless prior written authorization is received from the General Manager, which the General Manager may withhold in that person’s sole discretion. Gancasz shall not engage in any activity which is or may become a conflict of interest, or which may create an incompatibility of office as defined under California law, or which interferes with Gancasz's ability to effectively perform his duties under this Agreement. Gancasz must annually complete financial disclosure forms as required by law.

5) Termination of Employment and this Agreement; General Release; Severance:

A. At-Will Employee. Gancasz serves at the pleasure of the General Manager, and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Gancasz with or without cause. There is no express or implied promise made to Gancasz for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Gancasz and the District.

B. Termination Not-For-Cause If General Manager terminates this Agreement (thereby terminating Gancasz's employment) without Cause, and if Gancasz signs, delivers to the District, and does not revoke, a General Release Agreement ("Release Agreement"), District shall pay Gancasz a lump sum payment equal to three (3) months of Chief's then Base Salary, less any applicable tax withholdings ("Severance").

C. Termination for Cause If General Manager terminates this Agreement (thereby terminating Gancasz's employment) for Cause, as defined in this section, Gancasz shall not be entitled to Severance or any additional compensation or payment but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). Termination of Gancasz under this Section shall be conducted in compliance with California Government Code Section 3304(c), which reads as follows:

3304 (c) "No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefor and an opportunity for administrative appeal.

For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or because of a change in administration, shall be sufficient to constitute "reason or reasons."

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police."

As used in this Agreement, Cause shall mean any of the following:

i. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the District or on Gancasz's reputation.

ii. Conviction of any crime involving an "abuse of office or position," as that term defined in Government Code Section 53243.4 (see Section 5. D., (below).

iii. Willful insubordination or failure to carry out a lawful directive or directives of the General Manager, and

iv. Any grossly negligent action or inaction by Gancasz that materially and adversely: (a) impedes or disrupts the operations of District or its organizational units; (b) is detrimental to employees or public safety; or (c) violates District's established rules or procedures.

D. Abuse of Office Notwithstanding any of the provisions in Sections 5. A. and 5. B. (above), in any circumstance in which Gancasz is convicted of a crime involving abuse of his or her office or position with the District as defined in California Government Code Section 53243.4, any paid administrative leave provided by the District pending an outcome of the investigation into such crime, any District funds expended for the legal criminal defense to such criminal allegation, and any cash settlement or severance provided to Gancasz upon termination shall be fully reimbursed by Gancasz to the District.

E. Termination of Agreement in the Event of Gancasz's Death This Agreement shall terminate upon the death of Gancasz. In the event of such termination, Gancasz's estate shall receive Accrued Salary and Benefits but shall not be entitled to any additional compensation or payment, including Severance.

F. Automatic Termination in Event Gancasz fails to meet Certification Requirements A failure to meet all certification requirements for a Chief of Police as required by the Commission on Peace Officer Standards and Training (POST) and other California laws and/or regulations shall result in an automatic termination of this Agreement. In the event of such termination, Gancasz shall not be entitled to additional compensation or payment, including Severance.

G. Disability Termination If Gancasz shall, for whatever reason, become incapable of performing any of the essential functions of Gancasz's position, even with reasonable accommodation by Employer, either (1) permanently, or (2) for a period exceeding the period of leave available to Gancasz under the Family Medical Leave Act or the California Family Rights Act, accrued sick leave or 180 days, whichever is longer, then Gancasz shall be deemed to have suffered a disability. As Gancasz's position requires Gancasz to devote a great deal of time both during and outside of normal office hours to the business of Employer, Gancasz recognizes that granting a leave longer than the time stated in this section may constitute an undue hardship on Employer. In accordance with applicable law, any request for leave that does constitute an undue hardship may be grounds for not-for-cause termination of this Contract under, and in accordance with, Paragraph 5.B of this Agreement.

Nothing in this Paragraph 5.G shall impact the right of the Employee in connection

with receipt of 4850 pay in the event of a qualifying occupational injury.

H. Resignation/Retirement of Gancasz Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Gancasz to resign at any time from their position with the District. Gancasz may terminate the Agreement by submitting written notice of their resignation to the General Manager and shall provide not less than thirty (30) days written notice of their intention to resign or retire. If Gancasz resigns or retires from employment with the District, they shall not be entitled to any Severance. Gancasz shall be paid for all accrued vacation to the effective date of the termination.

6) Salary and Annual Performance Reviews:

A. Gancasz's initial annual salary, effective July 1, 2022, shall be One Hundred Ninety-Five Thousand Six Hundred Dollars (\$195,600.00) ("Base Salary") payable in equal installments at the same time and in the same manner as other employees of the District are paid.

i. Effective July 1, 2023, the Base Salary shall be Two Hundred Eleven Thousand Two Hundred Fifty Dollars (\$211,250.00)

ii. Effective July 1, 2024, the Base Salary shall be adjusted by the amount that reflects the increase in the cost of living for all urban consumers in the San Francisco-Oakland-Hayward, CA region as reported by the U.S Bureau of Labor Statistics, up to a maximum of five percent (5%).

B. Annual Performance Reviews At least annually, the General Manager and Gancasz shall set mutually agreed upon objectives for each year. These objectives shall coincide with the General Manager's completion of a public employee performance evaluation of Gancasz on or before the anniversary date of this Agreement ("Annual Evaluation"). Nothing in this section precludes the General Manager from completing an additional interim public employee performance evaluation of Gancasz at any other time.

7) Non-Cash Compensation and Benefits:

A. CalPERS Retirement District will continue to enroll Gancasz as a member of the California Public Employees Retirement System (CalPERS) in the CalPERS "Public Safety" plan of 3% @ 50, consistent with the provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA). Pursuant to California Government Code Section 53244, a local public officer who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of or in the performance of, his or her official duties shall forfeit any

contract right or other common law, constitutional or statutory claim against a public agency employer to retirement or pension rights or benefits.

B. Deferred Compensation Retirement Plan (IRS 457(b) or 401a) The District will continue to offer participation in a District-approved Deferred Compensation Plan.

C. Health Benefits District shall provide health benefits through the Public Employees' Retirement System Health Benefit Program. District will pay 90% of the Kaiser Northern California premium at each level of coverage. The premium shall be adjusted annually on or about January 1 of each year based on changes in Kaiser rates for that year.

D. Dental and Vision Benefit The District shall provide for a vision plan through VSP, and a dental plan through Delta Dental, maintaining the same benefit package as is provided through the then-current Memorandum of Understanding with the Kensington Police Officers Association ("MOU"). The current plans are VSP Group Vision Care Plan, effective October 1, 2013, and the District's Contract with Delta Dental, effective October 1, 2007, as amended. The District will pay the premiums for the employee and his eligible dependents

E. Employee Assistance Program Gancasz shall be enrolled in the Employee Assistance Program outlined in the Memorandum of Understanding with the Kensington Police Officers Association ("MOU").

F. Retirement Medical The District shall provide a retirement medical benefit in the amount equal to 90% of the then current Kaiser Northern California rate or \$125 per month, whichever is greater. Upon achieving Medicare eligibility, the District shall pay 90% of the then current Kaiser Northern California applicable Medicare rate at each level of coverage and Gancasz shall pay the remaining 10% or \$125 per month, whichever leads to a greater retiree contribution. This will continue for the life of the employee. This vesting agreement shall be subject to California law and any applicable PEMHCA rules.

G. Uniform and Equipment Reimbursement Gancasz is expected to regularly wear a police uniform. Gancasz shall be reimbursed up to a total of One Thousand Two Hundred Dollars (\$1,200.00) per year for the purchase, care, and cleaning of uniform and non-uniform business attire.

H. Life Insurance District will provide a \$100,000 life insurance policy. Gancasz shall be responsible for any income tax liability arising out of receipt of benefits provided under this Agreement that exceed the allowable tax-exempt amounts including, but not limited to excess life insurance, and agrees to hold District harmless and indemnify it for any liabilities, costs and expenses caused by

any tax authority relating to these benefits.

I. Hours of Work, Administrative Leave, Vacation Accrual Gancasz is an Exempt employee pursuant to the provisions of the Fair Labor Standards Act (FLSA), and that Gancasz is expected to work all hours/days necessary to perform the functions competently and fully as Police Chief. Gancasz will work a minimum of forty (40) hours per week. The work week may consist of 4 ten-hour days, 5 eight-hour days, or any combination of the two needed to perform the functions of the job.

J. Gancasz will be provided with ninety-six (96) hours of paid administrative leave each calendar year of employment. This administrative leave shall not accrue or carry over from one year to the next. Any unused balance of Administrative Leave available as of 12:00 midnight, June 30th, shall be forfeited. Accrued, unused administrative Leave shall have no cash value and shall not be subject to cash out during or upon separation from employment.

K. Vacation Accrual for Gancasz shall be twenty (22) calendar days per calendar year. This is based on a 10-hour per day, forty (40) hour work week schedule.

L. The times during the calendar year at which an employee may take vacation leave shall be determined by the General Manager, with due regard for the wishes of the employee and particular regard for the needs of the service.

- i.** Executive Management Employees, due to the needs of the service may be unable to utilize said accrued vacation; therefore, said employee shall be permitted to carry over any unused vacation. Vacation account accrual cannot exceed three hundred and twenty (320) hours. Vacation hours that exceed the designated limit will be forfeited.
- ii.** In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation shall be extended accordingly. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination. An employee who becomes ill or injured during his/her vacation may request that the time be deducted from his/her earned sick leave and the vacation period be re-scheduled later or be extended.

8) Use of District-Owned Vehicle The District agrees to provide a District vehicle for job-related and personal use, including travel to and from home, work, training, meetings, and incidental use.

9) Business and Professional Expenses

A. Dues and Subscriptions District agrees to budget and pay for the

professional membership dues and subscriptions for Gancasz's continued full participation in:

- Contra Costa County Police Chiefs Association (CCCPCA)
- California Police Chiefs Association (CPCA)
- International Association of Chiefs of Police (IACP)

B. Conferences The District will pay for Gancasz's necessary travel, lodging and meal costs when representing the District at conferences or meetings of national or state committees or commissions upon which Gancasz of Police serves as a member, subject to the approval of the General Manager; and for such other official meetings or travel as are reasonably necessary for the professional development and advancement of Gancasz as approved by the General Manager.

C. Professional Development and Training District also agrees to budget and pay for the travel, lodging and meals expenses of Gancasz incurred during his attendance at short educational courses, institutes and/or seminars that are necessary for his professional development or training and for the good of the District as approved by the General Manager.

10) Enforcement of this Agreement The prevailing party in any actions brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs.

11) Indemnification Subject to any contrary provisions of the California Government Code or Section 5 (D) of this Agreement (above), District shall defend, hold harmless, and indemnify Gancasz using legal counsel of District's choosing, against expense or legal liability for acts or omissions by Gancasz occurring within the course and scope of Gancasz's employment under this Agreement, provided that such indemnity shall not extend to any judgment or damages arising out of any willful wrongdoing.

Legal representation, provided by District for Gancasz, shall extend until a final determination of the issues including all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Gancasz in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened.

In the event there is a conflict of interest between District and Gancasz such that independent counsel is required for Gancasz, Gancasz may engage their own legal counsel, in which event District shall indemnify Gancasz, including direct payment

of all such reasonable costs related thereto. The parties agree that this section shall survive termination of this Agreement and Gancasz's employment with the District. This section shall apply at the time any such claim, demand, action, loss, or change is made or occurs provided that the act or omission giving rise to the claim occurred during the time that Gancasz was employed by the District.

12) Notices Any notices to be given hereunder by either party to the other in writing may be affected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

To District: General Manager
Kensington Police Protection and
Community Services District
217 Arlington Avenue
Kensington, CA 94707

To Gancasz: Michel Gancasz
Kensington Police Protection and
Community Services District
217 Arlington Avenue
Kensington, CA 94707

13) Conflict with District Municipal Code District personnel ordinances, resolutions, rules, and policies ("Personnel Rules") shall apply to Gancasz in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Personnel Rules, this Agreement shall prevail.

14) Entire Agreement This Agreement represents the entire agreement between the parties and supersedes all other agreements, either oral or in writing, between the parties with respect to District's employment of Gancasz and contains all the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

15) Modifications Any modifications to this Agreement shall be effective only if in writing and signed by both parties hereto.

16) Effect of Waiver The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

17) Partial Invalidity If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

18) Governing Law; venue The laws of the State of California shall govern this Agreement. In the event that a dispute arises from the performance of this Agreement, the Contra Costa County Civil Court shall be the venue for resolving said dispute.

Kensington Police Protection and Community Services District

By: _____

Anthony Constantouros, Interim General Manager

Michael Gancasz

Approved as to Form:

Ann Danforth, District General Counsel



Date: July 14, 2022
To: Board of Directors
From: Anthony Constantouros, Interim General Manager
Subject: Administrative Staff Compensation & Salary Schedule

Recommendation:

Approve a 7 ½% increase to the compensation of the non-represented staff and adopt a revised salary schedule reflecting changes to the KPOA MOU and the Chief of Police contract.

Background:

Salaries of the District's administrative positions were last reviewed in July 2020. Since that time there have been substantial changes in economic conditions.

Discussion

Every organization relies upon securing and retaining a competent workforce. Given the nature of the current job market it is imperative that the District make every effort to maintain a competitive compensation package while recognizing its financial limitations. Because the staff is extremely small, everyone who works for this organization is called upon to perform numerous tasks which may be outside the normal duties of those who work for a larger organization. This is true of all of our sworn officers, as well as, those who work in support roles. Given the increases in the cost-of-living over the past two years and changes in the workforce nationwide, the proposed salary adjustments are warranted.

When changes to compensation are approved the District's salary schedule is required to be updated per CalPERS regulations.

It should be noted that this increase does not affect the Interim General Manager.

Fiscal Impact:

If approved, the estimated increase in cost to the district is approximately \$24,600. This was anticipated and is included in the adopted budget.

Attachment: Salary Schedule

KPPCSD

**KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT
COMPREHENSIVE SALARY SCHEDULE AS OF JULY 1, 2022**

Bargaining Unit	Step-1	Step-1	Step-1	Step-2	Step-2	Step-2	Step-3	Step-3	Step-3	Step-4	Step-4	Step-4	Step-5	Step-5	Step-5
	Hourly	Monthly	Annually	Hourly	Monthly	Annually	Hourly	Monthly	Annually	Hourly	Monthly	Annually	Hourly	Monthly	Annually
Unrepresented Salaried Management															
General Manager	N/A	\$ 13,276.25	\$ 159,315.00	N/A	\$ 13,674.54	\$ 164,094.45	N/A	\$ 14,084.77	\$ 169,017.28	N/A	\$ 14,507.32	\$ 174,087.80	N/A	\$ 14,942.54	\$ 179,310.44
Police Chief	N/A	\$ 16,300.00	\$ 195,600.00												
Police Lieutenant	N/A	\$ 11,951.42	\$ 143,417.04												
Unrepresented Hourly Management															
Finance and Business Manager	\$ 66.65	\$ 11,552.67	\$ 138,632.00	\$ 68.65	\$ 11,899.25	\$ 142,790.96	\$ 70.71	\$ 12,256.22	\$ 147,074.68	\$ 72.83	\$ 12,623.91	\$ 151,486.93	\$ 75.02	\$ 13,002.63	\$ 156,031.54
Unrepresented Staff															
Clerk of the Board	\$ 43.00	\$ 7,453.33	\$ 89,440.00	\$ 44.29	\$ 6,933.33	\$ 83,200.00	\$ 45.62	\$ 3,953.62	\$ 47,443.45	\$ 46.99	\$ 4,072.23	\$ 48,866.75	\$ 48.40	\$ 4,194.40	\$ 50,332.75
Police Services Specialist	\$ 35.58	\$ 6,167.63	\$ 74,011.60	\$ 36.65	\$ 3,176.33	\$ 38,115.97	\$ 37.75	\$ 3,271.62	\$ 39,259.45	\$ 38.88	\$ 3,369.77	\$ 40,437.24	\$ 40.05	\$ 3,470.86	\$ 41,650.35
Administrative Services Assistant	\$ 35.00	\$ 6,066.67	\$ 72,800.00	\$ 36.05	\$ 6,248.67	\$ 74,984.00	\$ 37.13	\$ 6,436.13	\$ 77,233.52	\$ 38.25	\$ 6,629.21	\$ 79,550.53	\$ 39.39	\$ 6,828.09	\$ 81,937.04
Account Clerk	\$ 30.00	\$ 2,600.00	\$ 31,200.00	\$ 30.90	\$ 2,678.00	\$ 32,136.00	\$ 31.83	\$ 2,758.34	\$ 33,100.08	\$ 32.78	\$ 2,841.09	\$ 34,093.08	\$ 33.77	\$ 2,926.32	\$ 35,115.87
KPOA @ 7/1/2022 7.5% Increase															
Sergeant	\$ 53.59	\$ 9,288.08	\$ 111,456.90	\$ 55.73	\$ 9,659.58	\$ 115,915.01	\$ 57.40	\$ 9,949.37	\$ 119,392.49	\$ 59.70	\$ 10,347.38	\$ 124,168.56			
Police Officer	\$ 41.99	\$ 7,279.10	\$ 87,349.25	\$ 44.30	\$ 7,679.47	\$ 92,153.60	\$ 46.74	\$ 8,101.85	\$ 97,222.14	\$ 49.31	\$ 8,547.44	\$ 102,569.32	\$ 52.07	\$ 9,025.26	\$ 108,303.11

*** The unrepresented management and unrepresented groups of employees have a 3% increase in between pay grade steps.

***As of July 1, 2022 Finance and Business Manager and unrepresented positions are paid hourly and are part time, except for Administrative Assistant, which is a full time hourly. All other positions, including KPOA, are based on annual salary.

7/10/2022

COMPREHENSIVE SALARY SCHEDULE

Bargaining Unit	Step-1	Step-1	Step-1	Step-2	Step-2	Step-2	Step-3
	Hourly	Monthly	Annually	Hourly	Monthly	Annually	Hourly
Unrepresented Management							
General Manager	\$ 95.00	\$ 16,466.67	\$ 197,600.00	\$ 97.85	\$ 16,960.67	\$ 203,528.00	\$ 100.79
Police Chief	\$ 71.13	\$ 12,329.20	\$ 147,950.40	\$ 73.26	\$ 12,699.08	\$ 152,388.91	\$ 75.46
Finance and Business Manager	\$ 62.00	\$ 10,746.67	\$ 128,960.00	\$ 63.86	\$ 11,069.07	\$ 132,828.80	\$ 65.78
Clerk of the Board	\$ 40.00	\$ 6,933.33	\$ 83,200.00	\$ 41.20	\$ 7,141.33	\$ 85,696.00	\$ 42.44
Unrepresented							
Police Services Specialist	\$ 33.10	\$ 5,737.33	\$ 68,848.00	\$ 34.09	\$ 5,909.45	\$ 70,913.44	\$ 35.12
Parks and Recreation Administrator	\$ 26.00	\$ 4,506.67	\$ 54,080.00	\$ 26.78	\$ 4,641.87	\$ 55,702.40	\$ 27.58
Administrative Assistant	\$ 26.00	\$ 4,506.67	\$ 54,080.00	\$ 26.78	\$ 4,641.87	\$ 55,702.40	\$ 27.58
Accountant	\$ 40.00	\$ 6,933.33	\$ 83,200.00	\$ 41.20	\$ 7,141.33	\$ 85,696.00	\$ 42.44
Custodian	\$ 20.00	\$ 3,466.67	\$ 41,600.00	\$ 20.60	\$ 3,570.67	\$ 42,848.00	\$ 21.22
Landscaper	\$ 25.00	\$ 4,333.33	\$ 52,000.00	\$ 25.75	\$ 4,463.33	\$ 53,560.00	\$ 26.52
KPOA @ 11/1/2019 8% Increase							
Captain	\$ 64.52	\$ 11,182.70	\$ 134,192.40	\$ -	\$ -	\$ -	\$ -
Master Sergeant	\$ 53.40	\$ 9,255.25	\$ 111,063.00	\$ 55.00	\$ 9,532.92	\$ 114,395.04	\$ -
Sergeant	\$ 46.53	\$ 8,065.79	\$ 96,789.48	\$ 48.39	\$ 8,388.40	\$ 100,660.80	\$ 49.85
Corporal	\$ 46.12	\$ 7,994.32	\$ 95,931.84	\$ -	\$ -	\$ -	\$ -
Police Officer	\$ 36.47	\$ 6,321.20	\$ 75,854.40	\$ 38.47	\$ 6,668.87	\$ 80,026.44	\$ 40.59
KPOA @ 7/1/2020 4% Increase							
Captain	\$ 67.10	\$ 11,630.01	\$ 139,560.10	\$ -	\$ -	\$ -	\$ -
Master Sergeant	\$ 55.53	\$ 9,625.46	\$ 115,505.52	\$ 57.20	\$ 9,914.22	\$ 118,970.64	\$ -
Sergeant	\$ 48.39	\$ 8,388.42	\$ 100,661.04	\$ 50.33	\$ 8,723.94	\$ 104,687.28	\$ 51.84
Corporal	\$ 47.97	\$ 8,314.09	\$ 99,769.08	\$ -	\$ -	\$ -	\$ -
Police Officer	\$ 37.93	\$ 6,574.04	\$ 78,888.48	\$ 40.01	\$ 6,935.62	\$ 83,227.44	\$ 42.21
KPOA @ 7/1/2021 3% Increase							
Captain	\$ 69.11	\$ 11,978.91	\$ 143,746.90	\$ -	\$ -	\$ -	\$ -
Master Sergeant	\$ 57.20	\$ 9,914.22	\$ 118,970.64	\$ 58.91	\$ 10,211.65	\$ 122,539.80	\$ -
Sergeant	\$ 49.85	\$ 8,640.07	\$ 103,680.84	\$ 51.84	\$ 8,985.66	\$ 107,827.92	\$ 53.40
Corporal	\$ 49.40	\$ 8,563.51	\$ 102,762.12	\$ -	\$ -	\$ -	\$ -
Police Officer	\$ 39.06	\$ 6,771.26	\$ 81,255.12	\$ 41.21	\$ 7,143.69	\$ 85,724.28	\$ 43.48

*** The unrepresented management and unrepresented groups of employees have a 3% increase in between pay grade steps. There is no guarantee for raises.

***As of July 1, 2020 all management and unrepresented positions are paid hourly and are part time without benefits.

***The annual salary listed here is for information purposes only and the hourly rate of pay is used for all employees except for the sworn police employees represented by the KPOA U

E AS OF JULY 1, 2020

Step-3	Step-3	Step-4	Step-4	Step-4	Step-5	Step-5	Step-5
Monthly	Annually	Hourly	Monthly	Annually	Hourly	Monthly	Annually
\$ 17,469.49	\$ 209,633.84	\$ 103.81	\$ 17,993.57	\$ 215,922.86	\$ 106.92	\$ 18,533.38	\$ 222,400.54
\$ 13,080.05	\$ 156,960.58	\$ 77.73	\$ 13,472.45	\$ 161,669.40	\$ 80.06	\$ 13,876.62	\$ 166,519.48
\$ 11,401.14	\$ 136,813.66	\$ 67.75	\$ 11,743.17	\$ 140,918.07	\$ 69.78	\$ 12,095.47	\$ 145,145.62
\$ 7,355.57	\$ 88,266.88	\$ 43.71	\$ 7,576.24	\$ 90,914.89	\$ 45.02	\$ 7,803.53	\$ 93,642.33
\$ 6,086.74	\$ 73,040.84	\$ 36.17	\$ 6,269.34	\$ 75,232.07	\$ 37.25	\$ 6,457.42	\$ 77,489.03
\$ 4,781.12	\$ 57,373.47	\$ 28.41	\$ 4,924.56	\$ 59,094.68	\$ 29.26	\$ 5,072.29	\$ 60,867.52
\$ 4,781.12	\$ 57,373.47	\$ 28.41	\$ 4,924.56	\$ 59,094.68	\$ 29.26	\$ 5,072.29	\$ 60,867.52
\$ 7,355.57	\$ 88,266.88	\$ 43.71	\$ 7,576.24	\$ 90,914.89	\$ 45.02	\$ 7,803.53	\$ 93,642.33
\$ 3,677.79	\$ 44,133.44	\$ 21.85	\$ 3,788.12	\$ 45,457.44	\$ 22.51	\$ 3,901.76	\$ 46,821.17
\$ 4,597.23	\$ 55,166.80	\$ 27.32	\$ 4,735.15	\$ 56,821.80	\$ 28.14	\$ 4,877.20	\$ 58,526.46
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 8,640.06	\$ 103,680.72	\$ 51.84	\$ 8,985.69	\$ 107,828.28	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7,035.66	\$ 84,427.92	\$ 42.82	\$ 7,422.62	\$ 89,071.44	\$ 45.22	\$ 7,837.56	\$ 94,050.72
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 8,985.66	\$ 107,827.92	\$ 53.91	\$ 9,345.12	\$ 112,141.44	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7,317.09	\$ 87,805.08	\$ 44.54	\$ 7,719.52	\$ 92,634.24	\$ 47.03	\$ 8,151.06	\$ 97,812.72
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
\$ 9,255.23	\$ 111,062.76	\$ 55.53	\$ 9,625.47	\$ 115,505.64	\$ -	\$ -	\$ -
	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
\$ 7,536.60	\$ 90,439.20	\$ 45.87	\$ 7,951.11	\$ 95,413.32	\$ 48.44	\$ 8,395.59	\$ 100,747.08

96720

Union.



Date: July 14, 2022
To: Board of Directors
From: Ann Danforth, General Counsel
Subject: Resolution for the Board to Continue Holding Remote Meetings

Recommendation:

Review, discuss, amend (as necessary) and adopt the attached Resolution.

Rationale for Recommendation:

On September 16, 2021, the State of California adopted Assembly Bill 361, which amends the Brown Act (also known as the California Open Meetings Law) with respect to conducting remote meetings by teleconferencing. Staff believes that the present circumstances meet the criteria for continuing teleconferencing meetings. Adoption of the resolution will authorize the Board of Directors to continue that practice.

Background, Discussion and Analysis:

AB 361, codified as Government Code Section 54953(e)(1), authorizes teleconferenced meetings during a proclaimed state of emergency under the circumstances and criteria discussed at the Board's special meeting on September 28, 2021.¹ At that meeting, the Board determined that the then-current circumstances met those requirements, adopting Resolution 2021-19.

Section 54953(e)(3) limits the duration of each such determination to 30 days. If the state of emergency remains active or state or local officials have imposed or recommended measures to promote social distancing, the Board must reconsider the circumstances of the state of emergency within 30 days and determine either that the state of emergency continues to directly impact the ability of the members to meeting safely in person or that state or local officials have imposed or recommended measures to promote social distancing. Accordingly, on October 14, 2021, the Board re-considered the circumstances of the state of emergency and adopted Resolution No. 2021-20, deciding to continue to hold meetings remotely. The Board came to a similar decision on November 11, 2021, December 9, 2021, January 13, 2022, February 10, 2022, March 10, 2022, April 14, 2022, May 12, 2022 and June 9 and June 30 adopting Resolutions 2021-21, 2021-22, 2022-01, 2022-02, 2022-03, 2022-04 2022-08, 2022-10, and 2022-17 respectively.

¹ As also discussed at that meeting, the Brown Act also allows teleconferencing under Section 54954(b), but the restrictions are significantly more burdensome.

To continue holding teleconferenced meetings during the Covid 19 threat without calling special meetings when the interval between regular meetings exceeds once a month, the Board must regularly reconsider its decision to meet remotely. The attached draft Resolution 2022-20 will authorize continued teleconferenced meetings.

After a period of low covid levels, Contra Costa returned to a medium level in June, where it remains. <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>. As of the date of this report, the CDC recommends that persons who are medically vulnerable or at increased risk of severe illness wear and wear masks and practice social distancing when in public indoor places. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>. The CDC has published a list of medical conditions that <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>. Merely being over 65 significantly increases the likelihood of severe disease. <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>.

Contra Costa County Health Services Department updated its Covid prevention website on June 27, 2022, recommending masks and social distancing and discouraging indoor gatherings between people of different households. The website notes that the danger of catching Covid is higher indoors when people are close to each other. <https://www.coronavirus.cchealth.org/prevention>.

The Bay Area generally enjoys a strong vaccination rate. However, as of June 3, 2022, only 55.1% of Contra Costa County residents over 5 have received the recommended additional dose. <https://www.coronavirus.cchealth.org/>. In addition, the District cannot assume that all meeting attendees are vaccinated. We do know that many Board meeting attendees are over 65 and therefore considered more vulnerable to Covid. Given all of these factors, and the fact that Governor Newsom's 2020 declaration of a state of emergency remains in effect, staff recommends that the Board continue to meet remotely.

Fiscal Impact:

There is no fiscal impact from approving the Resolution.

Exhibits

- Resolution No. 2022-20, Making Findings and Electing to Continue to Meet Remotely

RESOLUTION NO. 2022-20

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
KENSINGTON POLICE PROTECTION AND COMMUNITY
SERVICES DISTRICT MAKING FINDINGS AND DETERMINING A
NEED TO CONTINUE HOLDING REMOTE MEETINGS BY
TELECONFERENCE**

WHEREAS, the Board of Directors of the Kensington Police Protection and Community Services District (“District”) is committed to preserving public access and participation in Board of Directors’ meetings; and

WHEREAS, all meetings of the District’s Board are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963), so that any member of the public may attend, participate, and watch the Board conduct its business; and

WHEREAS, Government Code section 54953(e)(1) of the Brown Act, allows a legislative body to hold a teleconference meeting, without compliance with the requirements of Government Code section 54953(b)(3), under any of the following conditions:

- A. State or local officials have imposed or recommended measures to promote social distancing.
- B. The meeting is for the purpose of determining, by majority vote, whether because of the emergency, meeting in person would present imminent risks to the health or safety of attendees
- C. The legislative body has determined, by majority vote, that, because of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, to meet by teleconference under Government Code section 54953(e), the Governor must have proclaimed a state of emergency under the California Emergency Services Act (Govt. Code § 8625 *et. seq.*); the legislative body must reconsider the circumstances of the state of emergency every thirty days; and the legislative body must find that the state of emergency continues to directly impact the ability of the members to meet safely in person and/or state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, if the legislative body does not make the above findings every thirty days, it must again determine whether the conditions specified in Government Code section 54953(e)(1) still pertain before holding further teleconferenced meetings under that subsection; and

WHEREAS, on September 28, 2021, October 14, November 11, 2021, December 9, 2021, January 13, 2022, February 10, 2022, March 10, 2022, April 14, 2022, May 12, June 9, 2022, June 30, 2022 and July 14, 2022 the Board held a special/regular meeting in which it found that then-current circumstances met the criteria of Government Code Section 54953(e)(1)(A) and (C); and

WHEREAS, on July 14, 2022, the Board reviewed the evidence in the records and determined the following by majority vote:

- A. The state of emergency proclaimed by Governor Newsom on March 4, 2020, continues to exist;
- B. State or local officials continue to impose or recommend measures to promote social distancing.

- C. Because of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- D. The state of emergency continues to directly impact the ability of the members to meet safely in person

WHEREAS, many persons who regularly attend Board meetings are over the age of 65 and therefore considered particularly vulnerable to COVID-19; and

WHEREAS, the District provides in the public notices and agendas for all public meetings the online and telephone options for participation in public meetings, protecting the right of the public to address their local officials and to participate in public meetings, and posts this information on the District’s website, including instructions on how to access the public meeting remotely.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors has reconsidered the circumstances of the state of emergency; and be it

FURTHER RESOLVED, that the Board finds that State or local officials continue to impose or recommend measures to promote social distancing and that State of Emergency declared by Governor Newsom on March 4, 2020, continues to directly impact the ability of Board members, staff, and the public to meet safely in person; and, be it

FURTHER RESOLVED, that the Board finds that because of the aforesaid declared State of Emergency, meeting in person would present an imminent risk to the health or safety of meeting attendees; and be it

FURTHER RESOLVED, that the Board authorizes and directs the General Manager to place on the Board’s agenda, at least once monthly, reconsideration of the State of Emergency to determine whether circumstances warrant continuing to meet by teleconference under Government Code section 54953(e)(3); and be it

FURTHER RESOLVED, that the Board authorizes and directs the General Manager to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the 14th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Sylvia Hacaj
President, Board of Directors

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 Special Meeting of said Board held on Thursday, the 14th day of July, 2022.

Lynelle M. Lewis
District Clerk of the Board

Anthony Constantouros
Interim General Manger

Office Report prepared by Jenny Parks Kensington Community Council July 1st, 2022

KCC SUMMER CAMP:

Summer camp is happening each weekday in the park. We have 60 campers registered each week for camp and have been arranging many activities throughout the week including tennis, crafts, cooking and sports and games. We had a petting zoo here for week 3.

Summer Camp runs for 9 weeks, starting June 13th and ending August 12th. Camp day is 9-5 with the option of morning and after care. The cost of the camp is \$375 per week. Campers must be entering first through 6 grades in the fall 2022.

KASEP:

We have added an academic year round Spanish class each morning in the recreation building before school with Viva El Espanol. We continue to look for new classes for students to enjoy throughout the year. Our end of year surveys requested more sports classes and language classes. We have confirmation that Coding, Yoga, Dance Fitness, Gymnastics and Carpentry will return in the fall.

Fall KASEP registration is set to open August 30th, 2022 at 7pm for kindergarten and 7:30 for grades 1-6..

KCC:

We filed a police report with Officer Farley regarding the graffiti that has been showing up around the park and tennis courts.

The Blood Drive on Tuesday June 7th at the Community Center was a success and started with 39 appointment slots, 27 attended the drive and 25 donors gave 32 lifesaving units of blood. When whole blood is broken down into its components, it has the potential to positively affect the lives of three patients. This means that Kensington Community has contributed to helping save the lives of 96 people at this blood drive.

ADULT/OTHER CLASSES:

Tai Chi with Nobuo Nishi added a Wednesday class and still has class on Fridays 9:30-11am. Drop in fee of \$15.

Parent/Toddler class happening Tuesday mornings in July at 10:00am at the Community Center.

Adult Yoga 8:30am Tuesdays beginning July 12th

Dog/Puppy 6 week training class will begin on July 25th at the recreation building.

TENNIS COURTS:

Tennis Court reservations are required for weekends by calling the KCC office at 525-0292. \$7 residents and \$10 non-resident for 1 hour of court time; checks can be made out to KPPCSD and left in the KCC office mail box. Weekdays are on a first come first serve basis except during KASEP Tennis classes.