

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

A G E N D A

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Thursday, June 22, 2017, at 6:30 P.M.**, at the Kensington Community Center, 59 Arlington Avenue, Kensington, California. The Board will commence a Regular Open Session Meeting **Thursday, June 22, 2017, at 7:30 P.M.** If further Closed Session is required, the Board will return to Closed Session following the end of the Regular Meeting.

Note: All proceedings of the Open Session will be audiotaped and videotaped.

Note: The Kensington Community Center has devices for hearing assistance. Please contact Chief Hull or David Bergen for information and equipment.

Note: The Community Center is Wi-Fi accessible. Terms and conditions are on page 129 of the packet.

1. **Call to Order/Roll Call 6:30 P.M.**

2. **Closed Session – Public Comments**
 - a. **CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 potential case).

 - b. **PUBLIC EMPLOYEE EMPLOYMENT, DISCIPLINE OR DISMISSAL:** The Board will be briefed on personnel matters pursuant to Government Code Section 54957(b)(1). (3 items).

Director Cordova will participate in both the Closed and Open Sessions, by phone, from Via Ghibellina 42 Florence, Italy.

3. **Open Session – Call to Order/Roll Call 7:30 P.M.**

4. **Public Comments:** Members of the public may address the Board on any matter listed on the agenda at the time the Board is considering the agenda item. Each speaker is allowed a maximum of five (5) minutes, pursuant to section 5030.41 of the District Policy and Procedures Manual.

5. **Board / Staff Comments**

6. Consent Calendar

- a. Minutes 6/8/17 Pg. 4
- b. Correspondence Pg. 14

New Business

7. The Board will consider and possibly adopt Resolution 2017-16, prepared by NBS, to confirming the assessment and ordering the levy for the Kensington Park Assessment District for fiscal year 2017/18. Action Item. Pg. 18
Fiscal Impact: \$37,503.01 in revenue.
8. The Board will consider and possibly adopt Resolution 2017-15, authorizing General Manager Tony Constantouros to transfer monies from the Local Agency Investment Fund. Pg. 22
General Manager Recommendation: Receive the report, take public comment, and approve the Resolution.
9. The Board will discuss and possibly adopt Resolution 2017-12, the annually permitted CPI increase to the Measure G Special Supplemental Tax for its inclusion in the fiscal year 2017/18 budget. The Board may take one of three actions: to not increase the tax, to increase the tax below its CPI maximum, or to approve the maximum CPI addition. Action Item. Pg. 24
Fiscal Impact: The maximum yearly increase is 3.789%, as based on the April 2016 – April 2017 San Francisco-Oakland-San Jose area Consumer Price Index.
General Manager Recommendation: Receive the report, take public comment, deliberate and determine the amount of increase, if any, to the Supplemental Tax for fiscal year 2017/18.
10. The Board will review the adoption of a rental agreement between the KPPCSD and the Kensington Fire Protection District for the use of office and parking space at 217 Arlington Avenue. Action Item. Pg. 30
Fiscal Impact: The terms are for an 18-month lease at \$35,468.05 per annum, paid in monthly installments. This is a 3% increase over the 13/14 agreement.
11. The Board will review and possibly adopt the 2017/18 Preliminary Budget for the KPPCSD, as prepared by the Interim General Manager, Rickey Hull. Second Reading. Action Item. Pg. 45
12. The Board will receive information from Vice President Nottoli concerning car sharing in Kensington. On Thursday, June 29, 2017, at 7:00 PM, V.P. Nottoli will chair a meeting with residents at the Kensington Community Center to discuss possible locations and vendors for a car share program.

ADJOURNMENT

General Information - Accessible Public Meetings

NOTE: UPON REQUEST THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT WILL PROVIDE WRITTEN AGENDA MATERIALS IN APPROPRIATE ALTERNATIVE FORMATS, OR DISABILITY-RELATED MODIFICATION OR DISABILITIES TO PARTICIPATE IN PUBLIC MEETINGS. PLEASE SEND A WRITTEN REQUEST, INCLUDING YOUR NAME, MAILING ADDRESS, PHONE NUMBER AND A BRIEF DESCRIPTION OF THE REQUESTED MATERIALS AND PREFERRED ALTERNATIVE FORMAT OR AUXILIARY AID OR SERVICE AT LEAST 2 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

District Administrator, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707

POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org

Complete agenda packets are available at the Public Safety Building and the Library.

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

These are draft minutes. Once approved by the Board, the minutes will be posted on the District website, under the dropdown menu "Approved Minutes."

Meeting Minutes for 6/8/17

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, June 8, 2017, at 6:00 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. A Regular Meeting (Open Session) followed.

ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Rachelle Sherris-Watt, President	Ann Danforth, District's Legal Counsel
Eileen Nottoli, Vice President	Anthony Constantouros
Len Welsh, Director	Simon Brafman
	Paul Dorroh
<u>Staff Members</u>	Karl Kruger
Rickey Hull, IGM/COP	Jim Watt
Lynn Wolter, District Administrator	Linda Lipscomb
	David Spath
<u>Press</u>	
Linnea Due	

President Sherris-Watt called the meeting to order at 6:04 P.M. President Sherris-Watt, Vice President Nottoli, Director Welsh, IGM/COP Hull, and District Administrator Wolter were present. President Sherris-Watt announced that Director Cordova would be joining the Open Session, by phone, from Via Ghibellina 42, Florence, Italy and that Director Hacaj would be joining the Open Session, by phone, from 2A Skolkou 276, 273 41 Curcovice, Czech Republic.

CLOSED SESSION PUBLIC COMMENTS

None.

The Board entered into Closed Session at 6:05 P.M.

CLOSED SESSION

- a. Conference with legal counsel – anticipated litigation: The Board was briefed on matters involving significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of California Government Code Section 54956.9 (one potential case).
- b. Public Employee, employment, discipline, or dismissal: The Board was briefed on personnel matters pursuant to Government Code Section 54957(b)(1). Two items.
- c. Public Employee Employment: Title General Manager or Interim General Manager. The Board discussed matters with Bob Deis pursuant to Government Code Section 54957.

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The Board returned to Open Session at 7:22 P.M.

President Sherris-Watt took roll call. She, Vice President Nottoli, and Director Welsh were present. Director Hacaj participated by phone from 2A Skolkou 276, 273 41 Curcovice, Czech Republic and Director Cordova participated by phone from Via Ghibellina 42, Florence, Italy.

President Sherris-Watt announced there was nothing to report from the Closed Session.

PUBLIC COMMENTS

Simon Brafman said the architects, who were doing the drawings for the Community Center remodeling, had made a presentation at a KCC meeting. He said he wanted to make sure the architects realized that one of the key things had to be that the new building would need to be eco-friendly. He cited the HVAC systems, how the water would be heated, kitchen appliances, and the addition of solar panels. He noted that at least one of the fire stations in El Cerrito had solar panels.

Linda Lipscomb acknowledged that the Board was continuing in its efforts with regards to its Public Safety Building lease with the "allegedly separate" Fire District. She said she viewed Kensington as one community and that the KPPCSD should continue to ask for the \$1.00 per year rent. She said the same taxpayer was on both sides of the transaction.

A. Stevens Delk said she'd moved to Kensington in 1966 and soon thereafter had had her first encounters with the Kensington police. She proceeded to read a poem about vetting, in support for IGM/COP Hull. A copy of this can be found in the 6/22/17 Board Packet, under correspondence.

Jim Watt said the Board needed to address these issues:

- Budget – He was surprised the Budget had not been included in the evening's packet. He noted that the Policy and Procedures Manual stated that "the proposed annual budget, as reviewed and amended by the Finance Committee shall be reviewed by the Board at its Regular Meeting in May and thereafter adopt it at its Regular Meeting in June." He said this would call for two hearings on the budget by the Board, once the Finance Committee had approved it. Therefore, he assumed there needed to be two readings, in June, before the budget was approved.
- Failure of the Board to take a more active role in the plans by the Fire District to upgrade the existing Public Safety Building. He cited the article that had appeared in the June Outlook, which had announced that the Fire District had scheduled a community meeting to discuss its plan for the replacement of the building. The KPPCSD would be expected to contribute one-third of the cost of the upgrade. Thus, he thought the plan for the upgrade would be of concern. Many aspects of the proposed project required the input of the KPPCSD Board as part of the Fire District's planning. He encouraged the Board to discuss this at its June 22nd meeting in order to provide input to the Fire Board on June 24th.
- Obtain information about the relocation of the police department during the reconstruction of the Public Safety Building. He recommended that a committee of volunteer citizens undertake an analysis.
- Investigating the cost contracting out police services. Signs were sprouting up all over Kensington about keeping the police department independent. Since nobody knew the cost benefits of contracting out it, was premature to take a stand, one way or the other.

Karl Kruger said he was pleased to see three Directors present but was disappointed not to see the financial statements in the Board Packet.

Celia Concus said she was speaking on behalf of Mabry Benson, who was traveling abroad. Ms. Benson's comment: "It's June and there is no budget in the packet."

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Ms. Concus said that she'd attended the last Finance Committee meeting, at which a preliminary budget had been discussed that contained funding to hire an additional police officer. She recommended not hiring another officer and noted that, for many years, the District had been without at least two officers: One officer had been working with WestNet on a part-time or full-time basis and one officer had spent many months working at a state group to develop his computer skills. She noted that both these officers had been Sergeants but, while performing these tasks, had not been in Kensington serving as officers. She also noted that the crime statistics had not increased during that time. She said that funding was needed to improve the Community Center.

Linda Lipscomb said that, in his audit of the police department, Brown Taylor had studied matters of staffing and noted that this document was on the District's website. She said there would be input from IGM/COP Hull and from the new GM and suggested that citizen input regarding staffing was the wrong place to look for guidance.

In response, Ms. Concus said that Brown Taylor had reported that the officers had had a great deal of discretionary time – perhaps, 70% of their time.

David Spath said he, too, had attended the Finance Committee meeting. He urged the Board to engage the new GM and task him with a review of the police department, what its needs were, what kind of structure was required, take the Brown Taylor report into account – he noted that the 70% was probably a misreading of the report's conclusion, and then come back to the Board at a later date with his recommendation about whether to maintain the existing structure or whether to change it. He added that the Board could hold the position vacant for a period of time and noted that IGM/COP Hull had said he didn't intend to fill the position right away. He said it was imprudent to assume that, because officers had been out on disability, the District could get away with fewer officers. He said he also suggested looking at some other communities, such as Ross and Belvedere, two demographically similar communities that Jim Watt had used in an earlier report for similar purposes. He noted that these communities had over three officers per thousand in population. He also suggested looking at Hillsborough, where the new GM had served as GM: It had 2.5 officers per thousand in population. He said that Hillsboro's, Ross's, and Belvedere's crime rates were lower than Kensington's and that this could lead one to conclude that Kensington might need more officers. He noted that El Cerrito and Albany had higher crime rates and fewer officers per thousand in population; so one could conclude that these cities didn't have enough officers. He concluded by saying the GM should take a look at things and return with a recommendation.

BOARD COMMENTS

Vice President Nottoli reported that there would be a Solid Waste Committee meeting the following day and that the Committee would discuss whether to place additional receptacles in the Colusa Circle area and the new state mandate to increase diversion rates with organic material.

Director Welsh thanked Jim Watt and Linda Lipscomb for their comments. With respect Mr. Watt's comments, he agreed that the Board needed to participate more in the decisions to be made about the Public Safety Building's needed upgrade or replacement. He noted that the Fire Board's preferred plan would cost about \$10 million and added that the Fire Board's June 24th meeting would be critical in informing the KPPCSD. He said he would be resistant to anything other than an upgrade to the existing building, unless it could be justified, because the other options were too expensive. With respect to Ms. Lipscomb's comment, he agreed that the KPPCSD shouldn't be charged rent for the Public Safety Building because he believed the two Districts should get together, in the interest of the taxpayers they represent, and figure out how to pay to upgrade the Community Center and the Public Safety Building in a way that resulted in the least budgetary impact.

President Sherris-Watt reported that the Kensington Property Owners' Association's annual meeting would be held the upcoming Saturday morning and that Vice President Nottoli would attend. She also

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reported that the Parks Committee would meet on the third Wednesday of the month and that the Finance Committee would meet on the fourth Wednesday.

STAFF COMMENTS

None.

CONSENT CALENDAR

A. Stevens Delk asked to pull Item e, Transaction Detail for Bay View Franchise Fee. She thanked staff for including this information in the Board Packet. She asked about the first two lines that showed \$4,200 coming in from Bay View and went out to a KPPCSD fund account. She asked what this was. District Administrator Wolter responded that this was a year-end adjustment that had been made by the District's CPA Deborah Russell.

MOTION: President Sherris-Watt moved, and Director Welsh seconded, to adopt the Consent Calendar.

Motion passed: 5 -- 0.

AYES: Sherris-Watt, Nottoli, Welsh, Cordova, Hacaj NOES: ABSENT:

OLD BUSINESS

7. The Board was updated on matters concerning dispatch by IGM/COP Hull.

IGM/COP Hull reported that Albany had approved the agreement and that the KPPCSD was moving quickly to install the infrastructure needed to support dispatch and the records management system. He said he was hoping to have this completed by June 28th but, if not done by then, he expected it to be completed within a few weeks after that date. He added that, even if the fiber optic cable installation was not timely completed, the transition to Albany could still be done, as long as the radios and phones were connected. He said the software for the computer and dispatch-related things could be done via the mobile data terminals in the vehicles because these would be connected via cellular. The computers inside the police department would be connected once the fiber optic cable project was completed. Thus, he said the District likely would not have to pay extra money to the City of Richmond for service after July 1st, which was when that contract would end.

Vice President Nottoli said she wanted to commend IGM/COP Hull for his work on the dispatch project, which had involved many details. She said people had no idea how complex it was to enable people to call 9-1-1.

NEW BUSINESS

8. The Board reviewed and considered the approval of the appointment of Anthony Constantourous to the position of KPPCSD General Manager under the terms and conditions outlined in the "General Manger Employment Agreement." This contract extends from June 12, 2017 until June 11, 2020.

President Sherris-Watt said this was an important step in bringing the District closer to its professional and procedural potential. She noted that, by hiring a GM with the professional and educational expertise, would allow the COP to concentrate on all aspects of public safety. She said the Board had begun this discussion when she and Director Cordova had outlined, in May of 2015, a document that

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had discussed the potential of splitting the GM/COP position. She noted that the Ad Hoc Committee had been formed later that year, had explored this issue, and in January the current Board had begun consulting with a representative from the Public Law Group, Bob Deis, who had guided the Board through the procedure. She said Mr. Deis had helped the Board assess its needs, prepare an employment announcement, and recruit candidates. She added that Mr. Deis had provided the Board with a wonderful group of candidates and that the Board had been delighted to meet Mr. Constantouros, who had a unique skillset to guide Kensington forward.

Director Welsh said he was thrilled that the Board had hired Mr. Constantouros, that this was long overdue, and that Mr. Constantouros would hit the ground running on Monday morning. He welcomed Mr. Constantouros and added that he didn't think the Board could have found a more qualified candidate anywhere. He said there had been complete consensus among the Board members that Mr. Constantouros was the best choice and thanked him for being willing to work with the Board.

Vice President Nottoli seconded President Sherris-Watt's and Director Welsh's comments and wondered how the District had managed without a GM with the attendant skillset and education. She said it had been impressive to look at the accomplishments of all the GM candidates the Board had interviewed and concluded by saying she was happy Mr. Constantouros was present at the meeting.

Director Cordova welcomed Mr. Constantouros. She said that, when she and President Sherris-Watt had first contemplated creating the position three years earlier, she could not have dreamed of a better candidate. She also acknowledged Mr. Deis's work and his having found an impressive coterie of candidates from which to choose. She said she appreciated Mr. Constantouros' candor, welcomed him, and thanked him for accepting the position.

Director Hacaj said that, during the fall, she'd spoken to several hundred Kensington residents when she'd campaigned and that one of the top priorities had been to separate the GM/COP position. She said that difficulties that had, at times, roiled the town over the prior eight to ten years had stemmed from the conflict of interest inherent in these positions having been held by one person, especially when the skillset for each position was different. She noted that the foundation of good governance was structure, policy and process and that this shouldn't rely on finding the "right person." She said she supported appointing Mr. Constantouros at the GM: As a former city manager, he had years of providing civilian oversight of police departments, financing and overseeing capital improvement projects, soliciting community input, communicating with residents, and improving the efficiency and quality of service. She noted he had high standards and was steadfast; qualities that would positively impact KPPCSD operations. She concluded by saying she was pleased to have fulfilled her campaign promise to separate the GM/COP position and to create the District's first independent GM.

Jim Watt welcomed Mr. Constantouros and said he was glad about the separation of the GM/COP position. He said he'd looked at Mr. Constantouros's past history by looking at Hillsborough's website. He noted that Hillsborough had 11,000 residents, who were very wealthy, and that, with twice Kensington's population, Hillsborough maintained a police force of about 26 sworn officers and 10 in support staff. He said that Hillsborough's total police payroll was about three times that of Kensington's, and that, according to CALPERS data, Hillsborough's average police officer payroll was \$137,000; whereas Kensington's average police officer payroll was \$103,000. He said that CALPERS data also showed that Hillsborough would have to contribute \$1,254,000 in fiscal year 2017-18 to meet its pension obligation and that Kensington would have to contribute \$467,000 for the same fiscal year. He said that Hillsborough had reported its rapidly rising CALPERS costs as one of its biggest challenges in the years ahead. He said the result of this "bloated police department" was that Hillsborough unfunded pension liability was \$10.1 million, whereas Kensington's was \$3.1 million. He said that Hillsborough had a low violent and property crime rate, as did Kensington, but that Kensington spent one-third less on its police protection. He said he hoped the new GM would adjust his thinking to the type of police department Kensington needed and could afford. With respect to the GM contract, he said that, by hiring a GM at a cost of \$100,000, the community should expect the GM to provide cost-saving measures to offset his salary but that there was no indication in the contract that this would be an expectation. Rather, he said the contract indicated the GM's duties were consistent with government

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codes and District policy. He cited that the GM would be responsible for implementing the Board's goals and objectives and said he wanted to know what those were and he pointed to the Board's policy 2025 that outlined the process for the Board to conduct a performance review and for the Board and GM, jointly, to set the District's goals and objectives for the following year. He said that the District had never followed this process and that he hoped the Board would have these goals and objectives in time for its June 22nd meeting. He said that the Policy and Procedure Manual also included a performance review document that should be completed. He said that he hoped the contract would include the job description the Board had previously developed for the GM position and that he would expand that description to include that the GM would be responsible for implementing the goals and objectives, as set by the Board and the GM. He handed out a document that showed his recommended changes.

Linda Lipscomb said Mr. Watt was wrong in having said the process hadn't been followed. She said that, during the time she'd been on the Board, the Board had timely met to discuss the performance of the GM/COP and that a subcommittee had gone through all the goals and objectives, gathered information from the other Directors, and met to discuss what actions should be taken and what increases ought to have been given, or not, based on the performance. She reiterated it was not true that the process had not been followed.

Celia Concus welcomed Mr. Constantouros and said she was happy he was present. She said that Mabry Benson had written also about the GM agreement:

- Section 6d – In the event the GM should become disabled. Would the District need to be covered by workers' compensation?
- Section 7b – She hoped the Board would evaluate at six months and at one year. She suggested that, in the first year, an evaluation or review be done at four, eight, and twelve months.
- Section that deals with the GM computer. She insisted that the computer be used for District business alone and that there be security requirements regarding the use of the documents it might contain.

Paul Dorroh welcomed Mr. Constantouros and said the community had high hopes for his tenure as GM. He praised the Board for having done a really good job in recruiting and securing the new GM. He said it had been a long time coming and hadn't always been easy.

President Sherris-Watt responded that the District would require workers' compensation, and legal counsel, Ms. Danforth interjected that Mr. Constantouros was an employee and so would be covered.

President Sherris-Watt said that, in terms of putting directions into the contract, it wasn't in the interest of the Board... the contract was a binding agreement for a relationship with Mr. Constantouros, from this date until 2020. Thus, she said putting specific duties into the contract could bind a future Board. She noted that, just as the community was willing to give advice to Mr. Constantouros, so too was the Board. She said the process had been a pleasure because the Board had had such wonderful working relationship, had enjoyed working with Mr. Deis, and had enjoyed interviewing Mr. Constantouros. She noted that Mr. Constantouros' outstanding quality was his composure and temperament in working with a variety of elected officials, community members and staff – prioritizing the needs of not one but of the community.

Vice President Nottoli noted a "typo" on page 48: The last line of Item B – the word "and" was missing between the clause "after the first six months" and "once a year thereafter."

Director Welsh addressed the amount of detail included in the contract: If this was going to be a successful relationship, most of what would happen would be through communication between the Board and Mr. Constantouros, as well as between Mr. Constantouros and the public. He added that the contract would serve as a basic blueprint. He said that, if everything had to be spelled out in the contract, there was something wrong with the relationship: Thus, he supported the contract, as written.

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MOTION: President Sherris-Watt moved, and Director Welsh seconded, to approve the contract for the Kensington Police Protection and Community Services District General Manager employment agreement, with the friendly amendment to add the word "and."

Motion passed: 5 – 0.

AYES: Sherris-Watt, Nottoli, Welsh, Cordova, Hacaj NOES: ABSENT:

President Sherris-Watt reported that, by a vote of five to zero, the Board had elected Kensington's first General Manager and invited Mr. Constantouros to comment.

Tony Constantouros said he'd had time to meet some members of the community before the meeting. He shared that he was a firm believer in local government because it's efficient and that he had nearly 40 years of experience with it, having worked in four Bay Area cities. He said that Hillsborough had been his favorite and that he hadn't expected to find another community that interested him until he'd come to Kensington. He said that Kensington shared the same high expectations and that he welcomed feedback, both positive and negative. He said he believed in continuous improvement – there were always ideas to make things better – and in community participation. He said that his role was to find the community's needs, guide them, and get them done and to ensure the budget was balanced. He said that the citizens in Hillsborough had approved taxing themselves to fund the police department they wanted and that this tax had passed by 80%. He said he would do what Kensington wanted. He said his family had wanted to attend the meeting but only his son had been able to do so, and he introduced him. He concluded by saying, "Thank you."

9. The Board reviewed and considered the approval of the appointment of Rickey Hull to Interim Chief of Police for the Kensington Police Department under the terms and conditions outlined in the "Second Amendment to the Interim General Manger and Chief of Police Employment Agreement."

President Sherris-Watt reported that the contract would run from July 1 through December 31, 2017. She reported that IGM/COP Hull had first been appointed by the Board in December 2016 and that, since that time, he'd guided the District through the research and implementation of the new dispatch contract, developed positive relationships with surrounding public safety agencies' leadership, and worked with the five directors. She reported that he'd also begun the process of updating the District's website and said his enthusiasm to tackle any task, willingness to listen, and make improvements made him a positive force in the community.

Vice President said she was happy to have worked with IGM/COP Hull no longer to have that title anymore. She said she was surprised to find out that IGM/COP Hull was an Air Force veteran: She thought he was a Marine because there was no job he couldn't do. She said she appreciated his service in the combined position because it had been a challenge with all the Board had "thrown" at him. She said he hadn't dropped a single ball and thanked him. She concluded by saying she looked forward to working with him as ICOP.

Director Hacaj seconded Vice President Nottoli's comments and added that she appreciated IGM/COP Hull's willingness to meet and discuss things quickly. She said she had developed a great working relationship with him.

Director Welsh said he, too, wanted to thank IGM/COP Hull for his wonderful service and said he was glad IGM/COP Hull would be staying on in this interim role. Director Welsh added that IGM/COP Hull, the police officers, and staff had been under a lot of pressure for the prior several months, for a lot of reasons. He noted that IGM/COP Hull had held up well and gotten important things past the goal line. He concluded by saying he appreciated IGM/COP Hull's flexibility and his ability to get things done.

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Linda Lipscomb asked why the COP position was still "interim." She noted that the Board had split the position and hired a GM. President Sherris-Watt responded that this had been a recommendation of Mr. Holtzman of Public Law Group and added that, because the appointment was of such short duration, the Board was keeping the "interim" title. Director Welsh said his take was that this was the kind of decision a GM would normally make; thus, he said the COP position should remain "interim." He said the GM should take stock of IGM/COP Hull's qualifications and of the needs of the community. He added that the GM might want to conduct a broader search, in which IGM/COP Hull could participate, or he might want to keep things the way they were.

Simon Brafman said there had been a change in the tone and tenor of the meetings and thanked the Board and IGM/COP Hull for this.

David Spath said that, although he hadn't supported IGM/COP Hull for the combined position, he'd been impressed by what he'd done, especially with the dispatch project, which had saved the District a considerable amount of money. He noted that he'd attended the Fire District's meeting the other night and had learned that their dispatch costs would be higher than KPPCSD's because it was going through El Cerrito Fire. Dr. Spath said that he looked forward to the GM looking at the overall police force and that he supported the Board's action.

Director Welsh said some work needed to be done in Exhibit A of the contract: It included both GM and COP duties. With the understanding this needed to be worked on, he said he was ready to vote on this item.

MOTION: Director Welsh moved, and Vice President Nottoli seconded, to adopt the Second Amendment to the Interim General Manager and Chief of Police Agreement.
Motion passed: 5 – 0.

AYES: Sherris-Watt, Nottoli, Welsh, Cordova, Hacaj NOES: ABSENT:

President Sherris-Watt welcomed ICOP Hull aboard for a longer term.

MOTION: President Sherris-Watt moved to adjourn for refreshments at 8:28 P.M.

At 8:59 P.M. the Board resumed its meeting.

10. The Board reviewed Resolution 2017-14, policy covering "Employee Accrual and Use of Paid Sick Leave for Employees not covered by a Collective Bargaining Agreement." First reading.

President Sherris-Watt reported that this was about codifying policies and procedures that had not been in place and that this process would begin with a sick leave policy for the District's non-sworn staff. She reported that this presentation had been reviewed and written by legal counsel, Ann Danforth, in accordance with the Healthy Workplace Healthy Families Act of 2014.

Director Welsh said this was the first reading; thus, by the time the Board got to the second reading, the District's new GM would have had a chance to look at it. Director Welsh asked that the Board get Mr. Constantouros' advice on how move on this item before making any decisions. He said that a phrase needed to be defined: "make-up" work, in section 2030.50 of the proposed policy, and that perhaps the District's new GM could assist with this.

Mr. Constantouros offered a suggestion: This had been reviewed by counsel and was a first reading; therefore, the Board could approve it and then amend it at a later time. Director Welsh asked if approval should occur only at the second reading. Mr. Constantouros responded that the Board could approve it at both the first and second reading. Director Welsh said that the policy might result in a net

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reduction of the benefit and that he wanted to get Mr. Constantouros' thoughts on this before the Board took action. Mr. Constantouros responded that he hadn't realized this.

President Sherris-Watt said that, to clarify, this policy would not go into effect until January 1, 2018. Director Welsh responded this meant the Board had time.

David Spath said the accrued sick leave would terminate after each year. He asked if there was any consideration of allowing a certain carryover, not to exceed a certain amount. He said three days seemed short. Director Welsh responded that there could be and that he didn't know what the current policy was. President Sherris-Watt said the current policy was the accrual one hour of sick leave for every 30 hours worked. She said the consideration of the 24-hours would apply only to the non-sworn staff, all of whom were part-time employees. Thus, she said that an employee working four hours per day would get six days of sick leave per year and an employee working six hours per day would get four days per year, under the 24 hours proposal. She also said that the Healthy Workplaces Healthy Families Act allowed either frontloading sick time on January 1st or accruing one hour for every 30 hours and then allowing for carryover. She said that, if one worked with the accrual method, it could take several months before an employee would have days.

Director Welsh said he wanted to understand what the practice had been and how the proposal would change this and reiterated that it would be good for the GM to look into the matter.

District Administrator Wolter asked if she understood correctly that any accrued sick time that the Police Services Aide or the District Administrator had accrued by the end of calendar year 2017 would disappear. President Sherris-Watt responded that this was her understanding and that, as of January 1, 2018, total sick leave would be 24 hours for that calendar year. District Administrator Wolter said this proposed change would be a reduction of the only benefit Police Services Aide, Andrea DiNapoli, and she received: They received no paid vacation, retirement benefit, or health benefit. She asked that the Board consider keeping the current policy. District Administrator Wolter also noted that, in the past, Ms. Di Napoli and she had been allowed to make up time lost due to illness because no one else came in did their work when they were out. District Administrator Wolter added that, recently, she had been out for 30 hours because of surgery and was surprised to find out afterward that she was no longer allowed to make up such time. She noted that this had been a sharp departure from past practice. Thus, she said she was behind in the work she was expected to perform. Ms. Danforth said that 24 hours discussed meant twenty-four hours, or three days, whichever was greater. Thus, she said that an employee who worked 6 hours per day would qualify only for 18 hours of sick leave, so it might end up being more. District Administrator Wolter responded that, for each pay period, Ms. DiNapoli and she earn two hours of sick time. Director Welsh suggested that this conversation should continue off-line. President Sherris-Watt added that, from the documentation, she knew paid holidays were afforded.

President Sherris-Watt concluded by saying that this was a first reading.

11. The Board received an update on the Wi-Fi Policy by Vice President Nottoli.

Vice President Nottoli said she wanted to thank David Bergen because he'd been the primary author of the document. She said the District didn't have the ability to limit anyone's use of the Internet once given the password. She noted that Mr. Bergen was able to monitor use and determine whether the District was approaching its limit and said that there was greater capacity during the daytime than during the evening hours, when the Board would be meeting. Regardless, she said it would be unlikely the lower evening capacity would prove to be a problem. Vice President Nottoli said one of the concerns was letting people know that, when they use the District's public Wi-Fi, others could hack into their information. She urged people to use caution. Director Welsh asked if, when people signed on, they had to agree to a disclaimer. Vice President Nottoli responded that the District didn't have the ability to do this.

These are draft minutes. Once approved by the Board, the minutes will be posted on the District website, under the dropdown menu "Approved Minutes."

David Bergen said that the District was getting its Wi-Fi through HughesNet and that he'd checked to see if the District could add a "splash-screen," which was what was being discussed, but that HughesNet couldn't provide that option. He suggested having the policy posted in the main room of the Community Center. Director Welsh said he worried about liability because the password could be passed onto anyone and then someone could claim not to know. Mr. Bergen said the password worked and could get someone "in" while inside, and just outside of, the building.

Vice President Nottoli said she'd heard many public warnings about the use of Wi-Fi and that one's information might be compromised; thus, people should be careful not to access personal information while using a public Wi-Fi.

Ms. Danforth said that, in many places with public Wi-Fi, one had to click on an agreement and accept the terms and conditions. Mr. Bergen responded that this was what could not be done at the Community Center and added that, if someone's password were to be stolen, it would be difficult for that person to know where it had happened.

President Sherris-Watt concluded by saying the Board would look at the issue of liability and, in the meantime, would post this policy and noted that most people knew not to access personal information while on a public Wi-Fi. She said that, perhaps, the District would make a large-print copy so that people could see it and added that, if this went up on the District's website, the District could highlight that, by accessing the Community Center Wi-Fi, one would agree to accept personal responsibility to protect one's information. District Administrator Wolter asked if the Board would like her to post the policy on the District website. President Sherris-Watt responded in the negative and said the Board would be following up and was in the process of transitioning, which she said was an addendum that IGM/COP Hull could talk about. She noted this had been skipped over in IGM/COP Hull's General Manager's report.

IGM/COP Hull said the District was going to launch a website made specifically for state agencies; the information on the website would be in compliance with the Brown Act and would provide updates of any new statute that dealt with local districts or agencies. He said it also would be easier for District staff to download information onto the website. He added that, currently, the District was using the District Administrator and an outside web person to put information onto the website. He explained the new website was a "drag-and-drop" that would make it easy. He said he'd taken a seminar, had seen it done, and had been convinced it would be so. He said this new website would save District time and money.

President Sherris-Watt commended Director Cordova, who had begun championing this process two years earlier, after she'd seen the example. She also thanked IGM/COP Hull for implementing the process. She said the hope had been to launch earlier and said the company, Streamline, worked specifically with California Special Districts. She noted that the District would be ADA compliant, searchable, and that the website would have lots of exciting features.

David Bergen said he hoped that all the information on the current website would be on the new one, especially all the meeting videos, the audio recordings, etc. IGM/COP Hull said he would confirm this.

MOTION: President Sherris-Watt moved, and Vice President Nottoli seconded, to close the meeting.

Motion passed: 5 – 0.

AYES: Sherris-Watt, Nottoli, Welsh, Cordova, Hacaj NOES: ABSENT:

Rachelle Sherris-Watt
KPPCSD Board President

Lynn Wolter
District Administrator

**Appointment of Tony Constantouros as KPPCSD General Manager
Statement of KPPCSD Director Sylvia Hacaj
June 8, 2017**

Last fall I spoke to several hundred Kensingtonians as I campaigned to represent and serve residents as a KPPCSD director. For a vast majority, one of the top priorities was the separation of the role of the District's General Manager from the Chief of Police.

Residents recognize that the difficulties that have at times roiled our town over the last 8-10 years stem in part from the inherent conflict of interest in combining the roles and granting the responsibilities of the two positions to one individual. The priorities and skill set necessary for success are vastly different for each role. The foundation of good governance is structure, policy and process; it does not and should not rest on finding "the right person."

As a special service district, we are required by statute to have a general manager, and as such an empowered general manager is most directly responsible for the smooth functioning of the district as a whole.

As your elected representative on this Board, I fully support appointing Tony Constantouros as our new General Manager. As a former city manager, Mr. Constantouros has years of providing civilian oversight of police departments, financing and overseeing capital improvement projects, soliciting appropriate community input, communicating with residents and improving the efficiency and quality of services among many other relevant experiences that he will bring to bear on behalf of Kensington. He has high standards and a quiet steadfastness about him that will positively impact the operations of the KPPCSD.

I am confident that Tony has the right combination of skills and personal qualities that will make him successful in addressing the challenges facing, as well as the opportunities presented to, our district. He possesses the high level of experience and professionalism Kensington's residents expect and deserve.

I promised to separate these positions and I am pleased to be able to fulfill that promise this evening. It is with the utmost confidence that I will be pleased to vote yes for this contract making Tony Constantouros the Kensington Police Protection and Community Services District's first independent General Manager.

From: Jim Watt
6/8/17

**Kensington Police Protection and Community Services
District—General Manager Employment Agreement**

1. **Employment:**

This General Manager Employment Agreement (Agreement) is entered between the Kensington Police Protection and Community Services District (District) and Anthony Constantouros, (Manager). Under this Agreement, the District offers, and Manager accepts, at-will employment as General Manager of the District. Manager acknowledges that he serves at the pleasure of the Board of Directors, and may be dismissed at any time without cause, subject to the provisions of section 6 of this agreement.

2. **Duties:**

Manager shall perform those duties and have those responsibilities that are commonly assigned to a general manager of a special district in California, and as may be further set forth in California Government Code Sections 61050 and 61051 and District Policy No. 2000. Manager shall perform such other legally permissible and proper duties and functions consistent with the office of General Manager, as the Board of Directors shall from time to time assign, *to include those set forth in Exhibit A.*

3. **Devotion to District Business:**

Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his General Manager duties, except as may be specifically authorized by the Board of Directors.

4. **General Manager Commitments:**

A. Except for the purpose of inquiry, the Board of Directors and its members shall deal with all subordinate District employees, officers, contractors, and consultants solely through the Manager or the Manager's designee, and neither the Board of Directors nor any member thereof shall give direction to any subordinate of the Manager, either publicly or privately. For purposes of this section, legal counsel is not

Appoints, supervises, disciplines and dismisses the District's employees. This is to be consistent with directives established by the Board of Directors.

ADDED →

Responsible for implementing the goals and objectives established by mutual agreement between the Board and the GM.

Supervises the District's facilities and oversees maintenance of capital assets.

Prepares the yearly operating budget and supervises the District's finances.

Maintains all District agreements and contracts.

Supervises preparation and distribution of all agendas.

Obtains and prepares District election material. Represents the District (as needed) at state, county and local public meetings.

Supervises maintenance of a yearly operating calendar.

Furnishes Board Directors with appropriate information need to conduct District meetings and execute their role in the KPPCSD.

Maintains excellent relationships with KPPCSD Attorneys and the KFPD General Manager and KFPD Chief.

Maintains professionalism, diplomacy, sensitivity and tact to communicate with community members, the media, Board and staff.

Prepares and submits all documents required by law and the Public Records Act, or other information in the public interest, to the public and/or appropriate agencies in the time required.

Oversees Kensington Park, its development, maintenance and repair of recreation facilities.

Coordinates with Kensington Community Council, as needed, and negotiates lease or rental agreements for KPPCSD facilities and property.

Supervises the implementation of the Solid Waste Contract. Responsible for communicating changes in rates and ensuring that the District meets State and local mandates regarding waste reduction and recycling.

Works with the Board to improve professional relationships, build morale and increase productivity and retention with sworn and non-sworn staff.

KPPCSD June 8, 2017 Meeting Public Comment

Doctor Ann Stevens Delk

I moved to Kensington in 1966, and soon had my first encounter with The Kensington Police, after repeatedly coming home from the University, late-night or early-morning, in an old car with a busted muffler. I did not get busted, only told to get it fixed – or come home earlier.

Rickey Hull was not the officer, but he has been with KPD for twenty years, so I was surprised that in the last six months it was said repeatedly that the Master Sergeant has not been properly “vetted” – and should not serve as Interim General Manager Slash Chief of Police, although he had actually done so previously, several times.

Not being good at words, I thought I’d better look up the exact meaning of the verb “to vet.” I chuckled when I discovered it’s an old horse-racing term – to check out a horse before a race.

Kensington Downs has been under a different Board-owner/trainer every 2 or so years, with five Gem-Cop thoroughbreds during Rickey’s time. Whenever the chosen entry had to be scratched, he’s been quickly led out of the stable, saddled, mounted, and set off a-running. He has been Kensington’s Ol’ Stewball.

We bet on Kevin One

We bet on Kevin Two

If we’d just bet on Ol’ Rickey

We’d ‘a’ been betta off ‘tis true.

Thank you Chief for another fine race and I hope you’re not heading out to pasture any time soon.

RESOLUTION NO. 2017-16

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT,
CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR
THE KENSINGTON PARK ASSESSMENT DISTRICT
FOR FISCAL YEAR 2017/18**

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

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

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

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

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

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

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

- 1. Confirmation of Assessment and Diagram:** The Board of Directors hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the Secretary.
- 2. Levy of Assessment:** Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2017 and ending June 30, 2018.
- 3. Ordering of the Levy:** The Board of Directors hereby orders NBS to prepare and submit the levy of assessments to Contra Costa County for placement on the Fiscal Year 2017/18 secured property tax roll.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District on Thursday, the 22nd day of June, 2017, by the following vote to wit:

AYES:

Rachelle Sherris-Watt, President

NOES:

Eileen Nottoli, Vice President

ABSENT:

Len Welsh, Director

Sylvia Hacaj, Director

Vanessa Cordova, Director

I HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the regular meeting of said Board held on Thursday, the 22nd day of June, 2017.

Rickey Hull
Interim General Manager

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

DATE: June 22, 2017
TO: KPPCSD Board
FROM: Rickey Hull, Interim Chief of Police
Subject: Item 10 – Resolution 2017-16 confirming levy for park assessment

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

The first step of the process was the approval of Resolution 2017-09; the initiating of proceedings for the levy and collection of the assessment for the Kensington Park Assessment District for Fiscal Year 2017/2018. The Board approved this Resolution at its June 8, 2017 meeting. Once Resolution 2017-09 passed, it was published in the local paper at least 10 days prior to the June 22nd, 2017 public meeting. Proof of publication is included within this report.

The second step of the process was the approval of Resolution 2016-10; the approval of the Annual Report for the Kensington Park Assessment District for Fiscal Year 2017/2018. The Board approved this Resolution at its June 8, 2017 meeting

The third step in the process was the approval of Resolution 2017-11; the Board's declaring its intention to levy and collect assessments for the Kensington Park Assessment District for Fiscal Year 2017/2018.

The total assessment to each dwelling unit is \$16.65, which is an increase from \$16.09 last year, with a total of 2,252 equivalent dwelling units assessed. The total balance to levy will be \$37,503.01. This revenue can only be used for maintenance of the "New Park."

The final step in the process will be holding of the public meeting on June 22, 2017, and the approval of Resolution 2017-16.

General Manager Recommendation: Discuss the item, take public comment, and approve the Resolutions.

Rickey Hull
Interim Chief of Police



West County Times

1050 Marina Way S
Richmond, CA 94804
(510) 262-2740

2010129

KENSINGTON POLICE DEPT.
217 ARLINGTON AVE
KENSINGTON, CA 94707-1401

PROOF OF PUBLICATION FILE NO. Resolution 2017-09

In the matter of

West County Times

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter.

I am the Principal Legal Clerk of the West County Times, a newspaper of general circulation, printed and published at 2640 Shadelands Drive in the City of Walnut Creek, County of Contra Costa, 94598

And which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Contra Costa, State of California, under the date of August 29, 1978. Case Number 188884.

The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/01/2017

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 1st day of June, 2017.



Signature

Legal No.

0005965934

**RESOLUTION NO. 2017-09
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT, INITIATING
PROCEEDINGS FOR THE LEVY AND COLLECTION
OF ASSESSMENTS FOR THE KENSINGTON PARK
ASSESSMENT DISTRICT FOR
FISCAL YEAR 2017/18**

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

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

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

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

1. Annual Report: The Board of Directors hereby orders NBS to prepare and file with the Secretary of the Board of Directors the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2017 and ending June 30, 2018.

2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District on Thursday, the 27th day of April, 2017, by the following vote to wit:

AYES: Rachelle Sherris-Watt, President
NOES: Eileen Nottoli, Vice President
ABSENT: Len Welsh, Director
Sylvia Hacaj, Director
Vanessa Cordova, Director

I HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the regular meeting of said Board held on Thursday, the 27th day of April, 2017.

WCT 5965934 June 1, 2017

RESOLUTION NO. 2017-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the Kensington Police Protection and Community Services District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby authorize the deposit and withdrawal of Kensington Police Protection and Community Services District monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment, as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED that the following Kensington Police Protection and Community Services District officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

NAME: Anthony Constantouros
TITLE: Interim General Manager

NAME: Lynn Wolter
TITLE: District Administrator

NAME: Deborah Russell
TITLE: KPPCSD CPA

RESOLUTION NO. 2017-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND**

AYES:

Rachelle Sherris-Watt

NOES:

Eileen Nottoli

ABSENT:

Len Welsh

Vanessa Cordova

Sylvia Hacaj

RESOLUTION NO. 2017-12
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 2017/18, 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-San Jose area (the "Consumer Price Index"). The following table shows the maximum Supplemental Special Tax for Fiscal Year 2016/17 and Fiscal year 2017/18. The increase in the Consumer Price Index from Fiscal Year 2016/17 to Fiscal Year 2017/18 is 3.789%.

Class of Improvement or Use*	2016/17 Maximum Tax	2017/18 Maximum Tax
Single Family Residential	\$232.38 per parcel	\$241.18 per parcel
Multiple Unit Residential	348.57 per parcel	361.78 per parcel
Commercial and Institutional	348.57 per parcel	361.78 per parcel
Miscellaneous Improved Property	232.38 per parcel	241.18 per parcel
Unimproved Property	69.71 per parcel	72.35 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, 2017 through June 30, 2018 in the following amounts.

Class of Improvement or Use*	2017/18 Supplemental Tax
Single Family Residential	\$ per parcel
Multiple Unit Residential	\$ per parcel
Commercial and Institutional	\$ per parcel
Miscellaneous Improved Property	\$ per parcel
Unimproved Property	\$ 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 on Thursday, the 22nd day of June, 2017, by the following vote to wit:

AYES:

Rachelle Sherris-Watt, President

NOES:

Eileen Nottoli, Vice President

ABSENT:

Len Welsh, Director

Sylvia Hacaj, Director

Vanessa Cordova, Director

I HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the regular meeting of said Board held on Thursday, the 22nd day of June, 2017.

District General Manager

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

Date: June 22, 2017
TO: KPPCSD Board
FROM: Rickey Hull, Interim General Manager
Subject: Measure G Revenue and Expense Report

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. 2016-12, to provide a source of funding to be used exclusively for police protection services.

Section 4 of Measure G, adopted by District voters on June 8, 2010, requires the General Manager to file a report with the Board of Directors no later than June 30 of each year. The Report is to contain both of the following: the amount of funds collected and expended under Measure G, and the status of any project required or authorized to be funded to carry out the purposes set forth in the Ordinance.

Pursuant to this requirement, I present the following report.

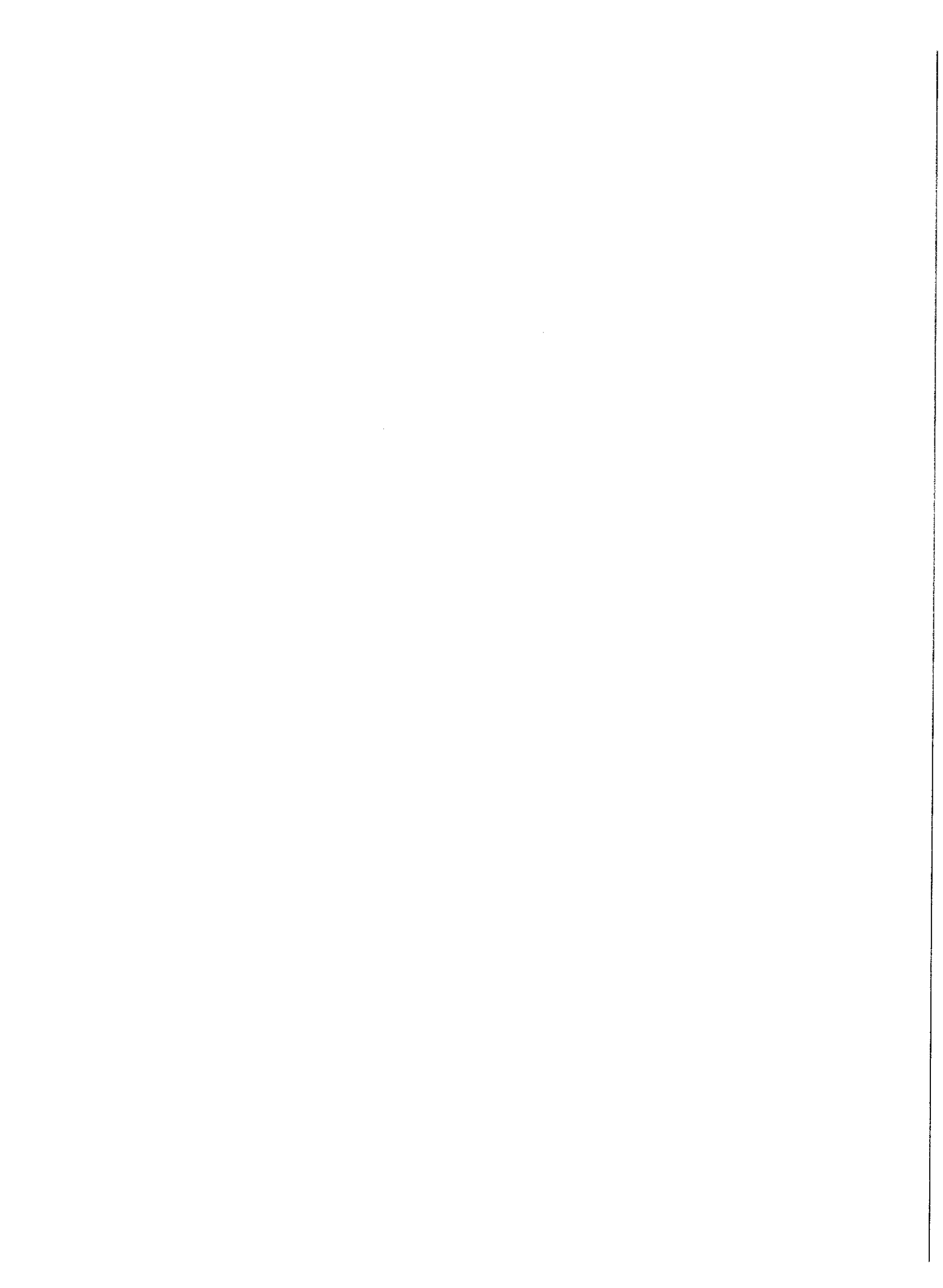
The total amount of funds collected and expended under Measure G for Fiscal Year 2016/17 is \$527,989.00

The funds collected and expended under Measure G were expended solely for police protection purposes. As required by Section 3 of Measure G, all of these funds – while not specifically earmarked for particular projects – were expended to pay for obtaining, providing, operating, maintaining and expanding police protection service, facilities and equipment, including paying the salaries and benefits to police personnel, and other necessary police protection services expenses of the District.

I will be prepared to discuss this matter further at the June 22nd meeting at which the Board will consider the annual permitted increase to the Measure G Supplemental Special Tax for Fiscal Year 2017-18.

Rickey Hull
Interim General Manager

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FY 2014/15 Supplemental Tax

Single Family Residential	\$220.09 per parcel
Multiple Family Residential	\$331.35 per parcel
Commercial and Institutional	\$331.35 per parcel
Miscellaneous Improved Property	\$220.90 per parcel
Unimproved Property	\$66.27 per parcel

FY 2015/16 Supplemental Tax

Single Family Residential	\$226.28 per parcel
Multiple Family Residential	\$339.42 per parcel
Commercial and Institutional	\$339.42 per parcel
Miscellaneous Improved Property	\$226.28 per parcel
Unimproved Property	\$67.88 per parcel

FY 2016/17 Supplemental Tax

Single Family Residential	\$232.38 per parcel
Multiple Family Residential	\$348.57 per parcel
Commercial and Institutional	\$348.58 per parcel
Miscellaneous Improved Property	\$232.38 per parcel
Unimproved Property	\$69.71 per parcel

The following table show the maximum Supplemental Special Tax for Fiscal Year 2016/17 and Fiscal Year 2017/18.

Class of Improvement or Use*	2016/17 Maximum Tax	2017/18 Maximum Tax
Single Family Residential	\$232.38 per parcel	\$241.18 per parcel
Multiple Unit Residential	348.57 per parcel	361.78 per parcel
Commercial and Institutional	348.57 per parcel	361.78 per parcel
Miscellaneous Improved Property	232.38 per parcel	241.18 per parcel
Unimproved Property	69.71 per parcel	72.35 per parcel

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

RECOMMENDATION:

The Interim General Manager recommends the Board of Directors take public comment, deliberate and adopt Resolution 2017-12 of the Board of Directors of the Kensington Police Protection and Community Services District, approving and increase in the Supplemental Special Tax (Measure G) for each single family residential parcel by a maximum of 3.78%.

Rickey Hull
Interim General Manager

Kensington Police Protection Community Services District

CODE	CLASSIFICATION	2012/2013		PERCENT SPENT	2013/2014 BUDGET	BUDGET DIFFERENCES	
		BUDGET	EXPENDITURES February 28, 2013				
DISTRICT EXPENSES							
810	Computer	\$30,869	\$20,224	\$10,645	65.52%	\$27,504	
820	Canon Copier Contract	\$6,700	\$3,469	\$3,231	51.78%	\$5,700	(\$3,365)
830	Legal	\$65,000	\$86,840	(\$21,840)	133.60%	\$70,000	(\$1,000)
835	Consultant	\$3,000	\$2,500	\$500	83.35%	\$3,000	\$5,000
840	Accounting	\$30,075	\$13,081	\$16,994	43.50%	\$48,750	\$0
850	Insurance	\$30,000	\$24,387	\$5,613	81.29%	\$30,000	\$18,675
860	Election	\$6,000	\$0	\$6,000	0.00%	\$0	\$0
* 865	Police Bldg Lease	\$30,596	\$30,596	\$0	100.00%	\$31,514	(\$6,000)
870	County Expenditures	\$19,900	\$7,586	\$12,314	38.12%	\$19,900	\$918
890	Waste/Recycle Expenses	\$36,500	\$64,613	(\$28,113)	177.02%	\$54,000	\$0
898	Miscellaneous Expenses	\$10,400	\$7,421	\$2,979	71.35%	\$10,300	\$17,500
SUB-TOTAL		\$269,040	\$260,718	\$8,322	96.91%	\$300,668	(\$100)
Operating Expense TOTAL		\$2,494,860	\$1,898,989	\$595,871	76.12%	\$2,623,353	\$31,628
CAPITAL OUTLAY							
961	Police Bldg. Improvements	\$0	\$0	\$0	0.00%	\$0	\$0
962	Patrol Cars	\$23,000	\$0	\$23,000	0.00%	\$25,000	\$2,000
963	Patrol Car Accessories	\$10,000	\$0	\$10,000	0.00%	\$10,000	\$0
965	Weapons / Radios	\$0	\$0	\$0	0.00%	\$0	\$0
967	Station Equipment	\$0	\$0	\$0	0.00%	\$0	\$0
968	Office Furn. & Equip.	\$0	\$0	\$0	0.00%	\$0	\$0
969	Computer Equipment	\$8,000	\$0	\$8,000	0.00%	\$0	\$0
971	Park Land	\$0	\$0	\$0	0.00%	\$16,250	\$8,250
972	Park Bldgs. Improvements	\$0	\$0	\$0	0.00%	\$0	\$0
973	Park Construct. Fund	\$0	\$0	\$0	0.00%	\$0	\$0
974	Other Park Improvements	\$0	\$0	\$0	0.00%	\$0	\$0
978	Park/Rec. Furniture & Equipment	\$0	\$2,166	(\$2,166)	0.00%	\$0	\$0
Capital Outlay SUB-TOTAL		\$41,000	\$2,166	\$38,834	5.28%	\$51,250	\$10,250
BUDGET GRAND TOTAL		\$2,535,860	\$1,901,155	\$634,505	74.98%	\$2,674,603	\$138,943

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Kensington Police Protection Community Services District

CODE	CLASSIFICATION	2014/2015 BUDGET	2014/2015 EXPENDITURES 05/31/15	2014/2015 BALANCE	PERCENT SPENT	2015/2016 BUDGET	BUDGET DIFFERENCES
DISTRICT EXPENSES:							
810	Computer	\$24,288	\$21,359	\$2,929	87.94%	\$24,288	
820	Canon Copier Contract	\$5,700	\$4,755	\$945	83.41%	\$5,700	\$0
830	Legal	\$150,000	\$193,037	(\$43,037)	128.69%	\$99,530	(\$50,470)
835	Consultant	\$7,500	\$9,723	(\$2,223)	129.64%	\$15,000	\$7,500
840	Accounting	\$35,750	\$18,983	\$16,767	53.10%	\$34,000	(\$1,750)
850	Insurance	\$30,000	\$29,917	\$83	99.72%	\$30,000	\$0
860	Election	\$10,000	\$8,608	\$1,392	86.08%	\$0	(\$10,000)
* 865	Police Bldg Lease	\$1	\$0	\$1	0.00%	\$1	\$0
870	County Expenditures	\$22,300	\$22,184	\$116	99.48%	\$22,300	\$0
890	Waste/Recycle Expenses	\$118,600	\$37,861	\$80,739	31.92%	\$25,000	(\$93,600)
898	Miscellaneous Expenses - Board	\$12,300	\$7,326	\$4,974	59.56%	\$15,300	\$3,000
	SUB-TOTAL	\$416,439	\$353,753	\$62,686	84.95%	\$271,119	(\$145,320)
	Operating Expense TOTAL	\$2,924,449	\$2,580,911	\$343,538	88.26%	\$2,777,920	(\$146,529)
CAPITAL OUTLAY:							
961	Police Bldg. Improvements	\$0	\$0	\$0	0.00%	\$0	\$0
962	Patrol Cars	\$30,000	\$29,308	\$692	97.69%	\$30,000	\$0
963	Patrol Car Accessories	\$16,000	\$17,036	(\$1,036)	106.48%	\$3,000	(\$13,000)
965	Weapons / Radios	\$0	\$0	\$0	0.00%	\$10,000	\$10,000
967	Station Equipment	\$0	\$0	\$0	0.00%	\$7,000	\$7,000
968	Office Furn. & Equip.	\$0	\$0	\$0	0.00%	\$6,000	\$6,000
969	Computer Equipment	\$0	\$0	\$0	0.00%	\$0	\$0
971	Park Land	\$0	\$0	\$0	0.00%	\$0	\$0
972	Park Bldgs. Improvements	\$0	\$0	\$0	0.00%	\$0	\$0
973	Park Construct. Fund	\$0	\$0	\$0	0.00%	\$25,000	\$25,000
974	Other Park Improvements	\$0	\$0	\$0	0.00%	\$0	\$0
978	Park/Rec. Furniture & Equipment	\$0	\$0	\$0	0.00%	\$0	\$0
	Capital Outlay SUB-TOTAL	\$46,000	\$46,344	(\$344)	100.75%	\$81,000	\$35,000
	BUDGET GRAND TOTAL	\$2,970,449	\$2,627,256	\$343,193	88.45%	\$2,858,920	(\$111,529)

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NEW BUSINESS CONT.:

Approval of Three-Year Lease with Kensington Police Protection and Community Services District: This is the District's first time discussing the matter in a public meeting. A majority of the Board agreed with KPPCSD's proposal to lease them space in the public safety building for \$1 a year for three years. Since the matter is just being taken up by KPPCSD's Board this month, the Fire District Board will vote tonight whether to have President Kosel sign the lease since it expires at the end of the month. The decision will not be unanimous and Kosel stated she intends to vote "no" on the matter. She believes each agency should be responsible for their own costs in the building. Kosel said she believes KPPCSD was getting a break at the \$30,000 rent rate considering the costs of maintaining the building. KPPCSD says they are having financial difficulties and the proposed lease will give them three years to straighten out their financial affairs. It is not KFPD's intention for the \$1 lease to continue after this three-year term. Director Nagel stated that KFPD checked with legal counsel and the CSDA on the legality of the proposed lease. Nagel said one district subsidizing another is not appropriate but this seems to be a special situation. He intends to vote "yes" but with serious reservations. Director Harmon made a motion to approve the three-year lease with KPPCSD for \$1 per year in the form that was included in the Board's packet and authorizing President Kosel to sign the lease assuming KPPCSD votes in favor at their meeting. Director de Ville seconded the motion.

AYES: Blaschzyk, deVille, Harmon, Nagel
NOES: Kosel
ABSTAIN: None

CONSENT CALENDAR

MOTION: Director Gillette moved, and Vice President Lipscomb seconded, to adopt the Consent Calendar.

Motion passed 5 to 0.

AYES: Welsh, Lipscomb, Toombs, Gillette, Lloyd NOES: 0 ABSENT:

DISTRICT NEW BUSINESS

1. KPPCSD Board President Len Welsh presented a lease agreement between the Kensington Fire Protection District and the Kensington Police Protection & Community Services District for a payment of \$1.00 per year for lease of the space utilized by the Kensington Police Protection and Community Services District at the Public Safety Building at 217 Arlington Avenue.

President Welsh thanked everyone who helped make this happen, especially Anthony Knight and John Stein. He reported that, at its prior night's meeting, the Kensington Fire Protection District Board voted to approve the \$1.00 per year lease and that community pressure had played an important role in this accomplishment.

Director Gillette wondered why the agreement was for three years only. She commented that it seemed odd that we would be indemnifying ourselves and questioned why there wouldn't be insurance for the whole building.

President Welsh wondered why there were two Districts doing so many duplicative things separately and how many dollars the community might be losing by having two separate districts.

Director Lloyd noted that the contract clauses would have the two Districts sharing maintenance costs and would have the Fire District responsible for the structure itself.

Paul Dorroh said that he and Anthony Knight had been at the June 11th, Fire Board meeting and that the vote had been 4 – 1. He said that two of the Fire Board members were of the opinion that a three-year lease would be the limit. Mr. Dorroh said it was illogical for one community to have two separate governments.

Anthony Knight said that he had been struck by the rather hostile comments of the Fire District Board President. He also noted that, at the Fire District's meeting of the prior night, the Fire Board had reviewed its finances and would be paying \$380,000 to upgrade the water system out of its operating budget – not as a capital expense. He questioned why EBMUD wouldn't be covering this cost.

Mr. Knight said the Fire District had a great deal of money, the KPPCSD didn't, and it would be beneficial to look at the two Districts in concert.

President Welsh reported that, at the prior night's meeting, KFPD President Kosel said that the El Cerrito Fire Department's expenses were exceeding revenues. President Welsh said the Fire District has immense reserves and wondered why the two Districts existed separately.

Vida Dorroh said that the buildings (the Community Center and the Public Safety Building) are the taxpayers' buildings. She asked if the Fire District contributed to the upkeep of the Community Center.

Gayle Tapscott suggested that the Fire District and the KPPCSD meet semi-annually or quarterly and that the two Districts look for common ground.

Vice President Lipscomb asked why we have two separate Districts. She said that the Fire District has a great deal of surplus money. She said that 38% - 40% of KFPD calls go to El Cerrito. She said that \$3 million goes to El Cerrito annually while Kensington simultaneously pays to maintain the Public Safety Building. She said that the KFPD manages a contract with El Cerrito, that there's an enormous amount of overlap, and that we should act as a consolidated District.

Vice President Lipscomb said that, by comparison, Albany is 1.7 square miles and has a \$28 million budget. Kensington is one square mile and has a \$2.9 million budget. She said she had been criticized for money spent on consultants but that the District didn't have the staff that other jurisdictions had and that Kensington residents didn't want to hire more staff, such as \$200,000 plus for a city attorney

MOTION: Director Toombs moved, and Director Gillette seconded, that the Board approve the lease, as drafted, and that President Welsh be authorized to sign it. Motion passed 5 to 0.

AYES: Welsh, Lipscomb, Toombs, Gillette, Lloyd NOES: 0 ABSENT:

Lease Agreement between Kensington Fire Protection District and Kensington Police Protection and Community Services District for Occupancy of Kensington Public Safety Building

This Lease ("Lease") is made and entered into, as of 17th June, 2014, by and between the Kensington Fire Protection District ("KFPD" or "Landlord") and the Kensington Police Protection and Community Services District ("KPPCSD" or "Tenant"), who agree as follows:

Lease Provisions

1. Landlord leases to Tenant and Tenant leases from Landlord the Premises, as defined below, within the public safety building located at 215/217 Arlington Avenue, Kensington, California ("the Building"). The "Premises" is defined as that area within the Building designated for the Tenant's use and described as "Police Department" or "Police Department Assigned" in the Schematic Design dated April 2, 1998, submitted by Marcy Li Wong, Architects, which is attached hereto as Exhibit A. Additional areas included in this lease for nonexclusive use are the exterior common areas of the parking lot, the driveway and the front entrance of the building and the interior common areas described in the Schematic Design. Landlord, however, has the sole discretion to determine the manner in which those public and common areas are maintained, operated and used. Tenant acknowledges that the Landlord has made no representation or warranty regarding the condition of the Real Property except as specifically stated in this Lease.

Dedicated Parking Spaces

2. There are currently ten (10) parking spaces in the rear parking lot. Six (6) spaces shall be dedicated for use by the Tenant and its employees, and four (4) shall be dedicated for use by the Landlord and its employees and agents. Use of the apparatus bay apron for parking is prohibited.

Term of Lease

3. The term of this Lease shall be three (3) years commencing on July 1, 2014 ("the Commencement Date") and expiring on June 30, 2017, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term").

Rent

4. Beginning with the Commencement Date, Tenant shall pay to Landlord annual rent of \$1.00 in one installment due in advance and payable on July 1st of each year for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction.

Permitted Use

5. Tenant shall use the Premises solely as administrative offices for the provision of the governmental services provided by Tenant, including those customarily associated with a police station. Tenant shall not use or permit the Premises to be used for any other purpose without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion.

The parties further agree that use of the Building, other than by police and fire personnel or for their respective business and operations, shall be subject to the approval of the Police Chief and the Fire Chief.

Repair and Maintenance Obligations

6. *Landlord's Obligations.* Landlord shall repair and maintain in good order and condition (reasonable wear and tear excepted) (a) the structural portions of the Premises; (b) the Building; (c) The Base Building Systems (as defined below) located outside the Premises; (d) the exterior portions of the Building and Real Property; and (e) All other common areas located in the Building, or in or on the Real Property, including the parking facilities serving the Building. "Base Building Systems" means all systems and equipment (including plumbing, HVAC, electrical, fire/life-safety, elevator, and security systems) that serve the entire Building or portions of the Building other than simply the Premises, excluding all Premises Systems. "Premises Systems" means all systems and equipment that serve only the Premises, regardless of whether such systems or equipment are located within or outside the Premises.

7. *Tenant's Obligations.* Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, Alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term. Under Landlord's supervision, subject to Landlord's prior approval, and within any reasonable period specified by Landlord, Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and other leasehold improvements. At Landlord's option or if Tenant fails to make such repairs, Landlord may, but need not, make the repairs and replacements. On receipt of an invoice from Landlord, Tenant shall pay Landlord Landlord's out-of-pocket costs incurred in connection with such repairs and replacements. Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1941-1942 or any similar law, statute, or ordinance now or hereafter in effect.

Alterations and Additions

8. Tenant may not make any improvements, alterations, additions, or changes to the Premises ("Alterations") without first obtaining Landlord's prior written consent.

Damage and Destruction

9. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises are damaged by a Casualty or any common areas of the Building providing access to the Premises are damaged to the extent that Tenant does not have reasonable access to the Premises, the Parties shall as soon as reasonably possible meet and confer to determine whether the Premises should be repaired or whether the Lease should be terminated. In the event of such a Casualty, either party shall have the right to terminate the Lease upon the giving of notice to the other party, which notice shall be given within 10 days of the meeting required by the preceding sentence. The determination of whether the Premises are repaired shall be within the Landlord's sole discretion, after conferring with Tenant, but among the factors that Landlord shall consider are whether the estimated repair cost exceeds the insurance proceeds, if any, available for such repair (not including the deductible, if any, on Landlord's property insurance), plus any amount that Tenant is obligated or elects to pay for such repair; whether the estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or whether the Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

Shared Cost of Utilities

10. The Tenant shall pay to the Landlord one half (1/2) the monthly cost of utilities such as gas, electricity, and water, except when such utilities are separately metered. In the case of separate meters for a particular utility, the party served by the meter will pay the entire bill. Tenant shall pay one half (1/2) the yearly sewer charge. Each party shall pay its own telephone bills. A copy of the applicable invoice shall be presented to the Tenant upon receipt, and payment by the Tenant shall be made on that invoice within thirty (30) calendar days.

Insurance

11. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the term of this lease, the following insurance naming the Landlord as additional insured and/or loss payee: Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the lease of the Premises with a policy limit of at least One Million Dollars (\$1,000,000) per occurrence.

The Tenant shall provide the Landlord with a certificate of insurance that indicates the insurance will not be canceled without 30 days written notice. Neither party shall be responsible to the other for any property damage or loss, unless such damage or loss results from the sole negligence of the other party.

12. Landlord and Tenant agree to cause the insurance companies issuing their respective property (first party) insurance to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

Indemnification

13. Tenant shall indemnify and hold harmless Landlord from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring in, on or about the Premises, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Tenant, its employees, officers, agents, volunteers, or its visitors. Landlord shall indemnify and hold harmless Tenant from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring outside the Premises either on the property or in the building, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Landlord, its employees, officers, agents, volunteers, or its visitors.

Assignment and Subleasing

14. Tenant shall obtain the Landlord's written consent before entered into or permitting any Transfer. A Transfer ("Transfer") consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise:

(a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;

(b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and

(c) Any of change of organization, under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 et seq.), that substantially changes the corporate nature of Tenant.

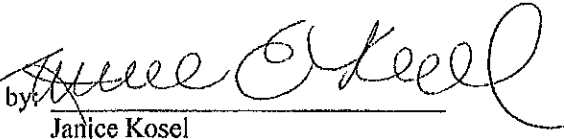
Dispute Resolution


15. Should any disagreement arise regarding any part of this agreement, both boards shall attempt to solve the dispute through negotiations. Should negotiations fail, the two parties agree to mediation, and to share the costs of the mediation. Each party further agrees to be responsible for its own legal costs associated with the mediation.

Should mediation fail, the two parties agree to binding arbitration by the American Arbitration Association. The losing party shall pay the costs incurred in such action, including the legal costs of the other party.

KENSINGTON FIRE PROTECTION DISTRICT, a California special district

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, a California special district

by: 
Janice Kosel
President of Board of Directors

by: 
Len Welsh
President of Board of Directors



[Click to Enlarge -](#)

FOR LEASE
HIGH PROFILE NEIGHBORHOOD RETAIL / OFFICE
+/-1,100 SQUARE FEET
VIBRANT COLUSA CIRCLE
KENSINGTON, CALIFORNIA

LOCATION: 396 Colusa Avenue, Kensington, California.

On Colusa Circle with five streets entering into the circle, each with stop signs. Steady flow of slow-speed traffic. Other businesses on the circle are Semifreddi's Bakery, Benchmark Pizza, Kensington Circus Pub, Colusa Market, Kensington Veterinary, Nan Phelps Photography, The Fuse Fitness, Circle Salon, 4 Cats Art Studio and a host of other small retailers and office users. On Sundays the area is also home to the Kensington Farmer's Market.

DESCRIPTION: +/-1,100 square feet of hard-to-find small retail or office space. Can deliver as open configuration retail or as striking plug-and-play office space with six (6) high-end fully equipped Herman Miller work stations, a private office and conference room.

Previously used as real estate offices. High ceilings, skylight, lots of retail-friendly glass. High-visibility signage

SIZE: Approximately +/-1,100 square feet.

LEASE RATE: \$1.75 PSF/Month, IG.

MAPPING LINKS:

GET PDF FLYER:

CONTACT: Erik Housh (CA BRE No: 00994206) 510.469.1110



Kensington CA Real Estate & Commercial for Sale

0 Properties Found

The median home value in Kensington, CA is \$1,145,393 This is higher than the county median home value of \$536,800. The national median home value is \$185,800. The average price of homes sold in , is \$. Approximately 82.65% of Kensington homes are owned, compared to 12.86% rented, while 4.49% are vacant. Kensington real estate listings include condos, townhomes, and single family homes for sale. Commercial properties are also available. If you see a property Kensington real estate agent to arrange a tour today!
[Learn more about Kensington \(CA/Kensington\).](#)

There are currently no properties in Kensington CA Please click the Refine Your Search button below to find other properties in the area.

Sort Results: Date Listed ▼

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**Lease Agreement between Kensington Fire Protection District and Kensington Police Protection and
Community Services District for Occupancy of Kensington Public Safety Building**

This Lease ("Lease") is made and entered into, as of _____ June, 2017, by and between the Kensington Fire Protection District ("KFPD" or "Landlord") and the Kensington Police Protection and Community Services District ("KPPCSD" or "Tenant"), who agree as follows:

Lease Provisions

1. Landlord leases to Tenant and Tenant leases from Landlord the Premises, as defined below, within the public safety building located at 215/217 Arlington Avenue, Kensington, California ("the Building"). The "Premises" is defined as that area within the Building designated for the Tenant's use and described as "Police Department" or "Police Department Assigned" in the Schematic Design dated April 2, 1998, submitted by Marcy Li Wong, Architects, which is attached hereto as Exhibit A. Additional areas included in this lease for nonexclusive use are the exterior common areas of the parking lot, the driveway and the front entrance of the building and the interior common areas described in the Schematic Design. Landlord, however, has the sole discretion to determine the manner in which those public and common areas are maintained, operated and used. Tenant acknowledges that the Landlord has made no representation or warranty regarding the condition of the Real Property except as specifically stated in this Lease.

Dedicated Parking Spaces

2. There are currently ten (10) parking spaces in the rear parking lot. Six (6) spaces shall be dedicated for use by the Tenant and its employees, and four (4) shall be dedicated for use by the Landlord and its employees and agents. Use of the apparatus bay apron for parking is prohibited.

Term of Lease

3. The term of this Lease shall be for eighteen months commencing on July 1, 2017 ("the Commencement Date") and expiring on December 31, 2018, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term"). The lease may be terminated by Landlord or Tenant with ninety (90) days written notice.

Rent

4. Beginning with the Commencement Date, Tenant shall pay to Landlord monthly rent of \$2,955.67 in monthly installments, payable on the 1st of each month for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction.

Permitted Use

5. Tenant shall use the Premises solely as administrative offices for the provision of the governmental services provided by Tenant, including those customarily associated with a police station. Tenant shall not use or permit the Premises to be used for any other purpose without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion.

The parties further agree that use of the Building, other than by police and fire personnel or for their respective business and operations, shall be subject to the approval of the Police Chief and the Fire Chief.

Repair and Maintenance Obligations

6. *Landlord's Obligations.* Landlord shall repair and maintain in good order and condition (reasonable wear and tear excepted) (a) the structural portions of the Premises; (b) the Building; (c) The Base Building Systems (as defined below) located outside the Premises; (d) the exterior portions of the Building and Real Property; and (e) All other common areas located in the Building, or in or on the Real Property, including the parking facilities serving the Building. "Base Building Systems" means all systems and equipment (including plumbing, HVAC, electrical, fire/life-safety, elevator, and security systems) that serve the entire Building or portions of the Building other than simply the Premises, excluding all Premises Systems. "Premises Systems" means all systems and equipment that serve only the Premises, regardless of whether such systems or equipment are located within or outside the Premises.

7. *Tenant's Obligations.* Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, Alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term. Under Landlord's supervision, subject to Landlord's prior approval, and within any reasonable period specified by Landlord, Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and other leasehold improvements. At Landlord's option or if Tenant fails to make such repairs, Landlord may, but need not, make the repairs and replacements. On receipt of an invoice from Landlord, Tenant shall pay Landlord Landlord's out-of-pocket costs incurred in connection with such repairs and replacements. Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1941-1942 or any similar law, statute, or ordinance now or hereafter in effect.

Alterations and Additions

8. Tenant may not make any improvements, alterations, additions, or changes to the Premises ("Alterations") without first obtaining Landlord's prior written consent.

Damage and Destruction

9. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises are damaged by a Casualty or any common areas of the Building providing access to the Premises are damaged to the extent that Tenant does not have reasonable access to the Premises, the Parties shall as soon as reasonably possible meet and confer to determine whether the Premises should be repaired or whether the Lease should be terminated. In the event of such a Casualty, either party shall have the right to terminate the Lease upon the giving of notice to the other party, which notice shall be given within 10 days of the meeting required by the preceding sentence. The determination of whether the Premises are repaired shall be within the Landlord's sole discretion, after conferring with Tenant, but among the factors that Landlord shall consider are whether the estimated repair cost exceeds the insurance proceeds, if any, available for such repair (not including the deductible, if any, on Landlord's property insurance), plus any amount that Tenant is obligated or elects to pay for such repair; whether the estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or whether the Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

Shared Cost of Utilities

10. The Tenant shall pay to the Landlord one half (1/2) the monthly cost of utilities such as gas, electricity, and water, except when such utilities are separately metered. In the case of separate meters for a particular utility, the party served by the meter will pay the entire bill. Tenant shall pay one half (1/2) the yearly sewer charge. Each party shall pay its own telephone bills. A copy of the applicable invoice shall be

presented to the Tenant upon receipt, and payment by the Tenant shall be made on that invoice within thirty (30) calendar days.

Insurance

11. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the term of this lease, the following insurance naming the Landlord as additional insured and/or loss payee: Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the lease of the Premises with a policy limit of at least One Million Dollars (\$1,000,000) per occurrence.

The Tenant shall provide the Landlord with a certificate of insurance that indicates the insurance will not be canceled without 30 days written notice. Neither party shall be responsible to the other for any property damage or loss, unless such damage or loss results from the sole negligence of the other party.

12. Landlord and Tenant agree to cause the insurance companies issuing their respective property (first party) insurance to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

Indemnification

13. Tenant shall indemnify and hold harmless Landlord from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring in, on or about the Premises, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Tenant, its employees, officers, agents, volunteers, or its visitors. Landlord shall indemnify and hold harmless Tenant from any and all claims or liability for any injury, or damage to any person or property whatsoever, including reasonable attorneys fees for defense thereof: (1) occurring outside the Premises either on the property or in the building, or (2) occurring in, or about any common area inside or outside the property or building, when such injury or damage is caused in whole or in part by the act, neglect, fault of or omission of any duty with respect to the same by the Landlord, its employees, officers, agents, volunteers, or its visitors.

Assignment and Subleasing

14. Tenant shall obtain the Landlord's written consent before entered into or permitting any Transfer. A Transfer ("Transfer") consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise:

(a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;

(b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and

(c) Any of change of organization, under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 et seq.), that substantially changes the corporate nature of Tenant.

Dispute Resolution

15. Should any disagreement arise regarding any part of this agreement, both boards shall attempt to solve the dispute through negotiations. Should negotiations fail, the two parties agree to mediation, and to share the

costs of the mediation. Each party further agrees to be responsible for its own legal costs associated with the mediation.

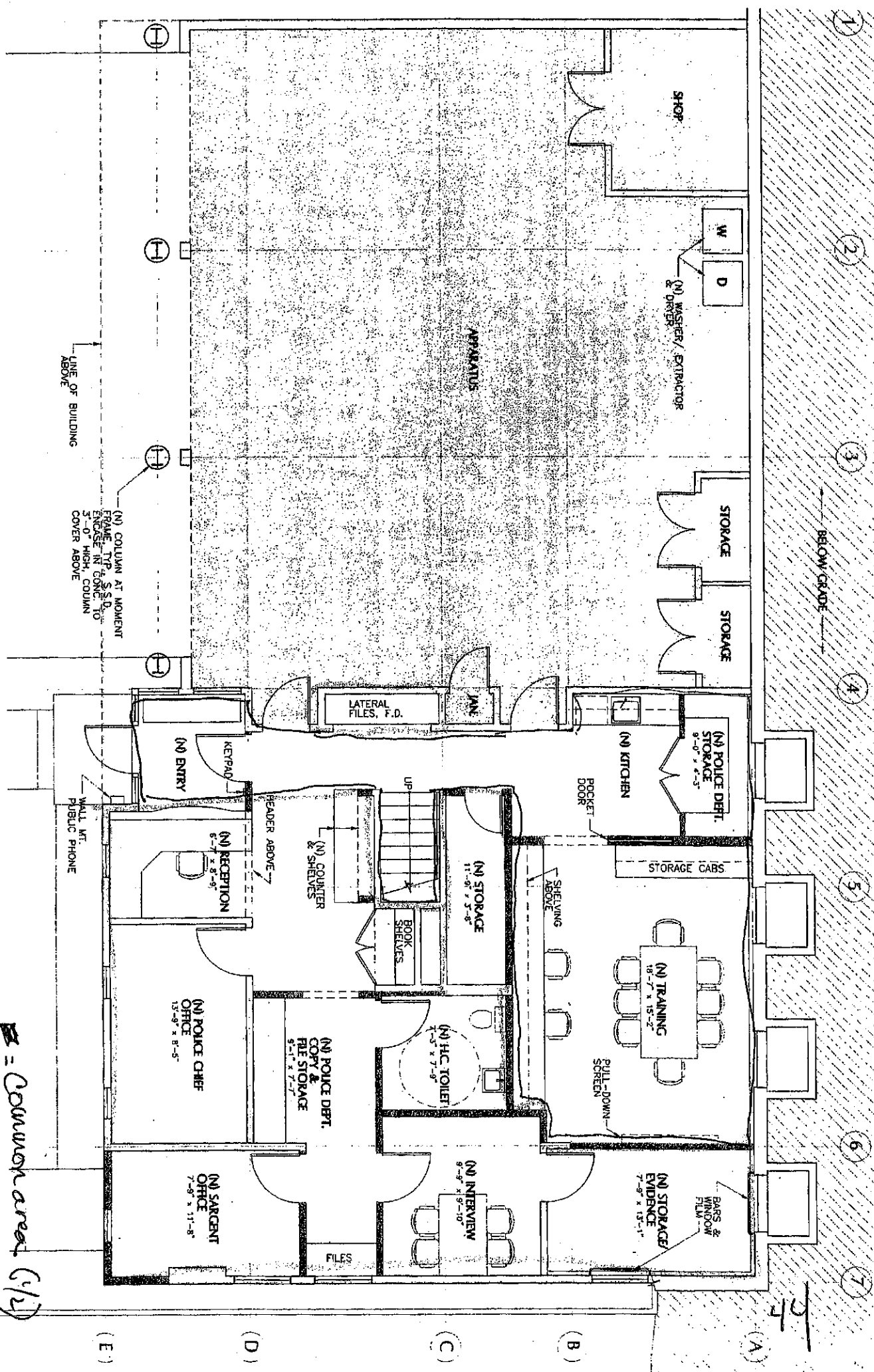
Should mediation fail, the two parties agree to binding arbitration by the American Arbitration Association. The losing party shall pay the costs incurred in such action, including the legal costs of the other party.

KENSINGTON FIRE PROTECTION DISTRICT, a California special district

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, a California special district

by: _____
Don Dommer
President of Board of Directors

by: _____
Rachelle Sherris-Watt
President of Board of Directors



- KEY**
- NEW PARTITION
 - EXISTING WALL
 - FIRE DEPARTMENT 14 SF
 - POLICE DEPARTMENT 566 SF
 - COMMON AREA 800 SF
 - UNTOUCHED AREA 1,474 SF

1 FIRST FLOOR PLAN

0 1" = 2'
APRIL 1, 1998

Common Area (1/2)

Police Dept

MARCO LI WONG
ARCHITECTS
2251 Fifth Street
Berkeley, CA 94710
TEL (510) 845-0295
FAX (510) 845-0549

KENSINGTON FIRE STATION / PUBLIC SAFETY BUILDING RENOVATION

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

DATE: June 22, 2017
TO: KPPCSD Board
FROM: Rickey Hull, Interim Chief of Police
SUBJECT: **Item 9 – Fiscal Year 17/18 Budget**

The Finance Committee met on May 4, 2017 and reviewed the proposed 17/18 budget. It moved to recommend to the KPPCSD Board to pass the budget with a discussion of the following items:

- Community Center Revenue (427) was decreased from \$31,000 in FY 16/17 to \$28,000 for 17/18 to reflect Community Center renovations.
- The Franchise Fees (448) was broken down to reflect the amount of money collected and the amount of money paid to Contra Costa County (448a & 448b). The franchise fee is 7% of Bay View's gross receipts. The District pay the County Department of Conservation 3% of this fee.
- There was some concern about officer salaries because the salary sheet reflects two vacancy positions. In the list of officers is "Supervisor." This is a non-existent position that will be filled with a name when and if a promotion is necessary. One vacant position reflects half a salary (\$37,907.22) in anticipation of Officer Wilson retiring whose amount total reflects half his salary (\$47,720.71). These two line items reflect on full time position. The second "Vacancy" line item reflects the 10th full-time sworn position the police department is authorized but has not filled.
- Measure G Supplemental Tax (404) was increased from \$527,989 to \$543,829. This represents a 3% increase.
- District Salaries (808) was increased by \$100,000 to show the salary for the part-time General Manager position.
- Park Building Improvements (972) was increased from \$100,000 in FY 16/17 to \$250,000 in FY 17/18 in anticipation of the Seismic renovation of the Community Center.

The total district expenses for 17/18 is \$3,479,358, an increase from the 16/17 FY budget by \$94,848.

Total revenues are projected for FY 17/18 to be \$3,145,367. There was an increase in the Levy Tax of \$58,000 which went from \$1,662,000 in FY16/17 to projected \$1,720,000 for FY 17/18. This represents a 4.7% increase

The District received \$143,000 of asset forfeiture money from the dissolution of WestNET.

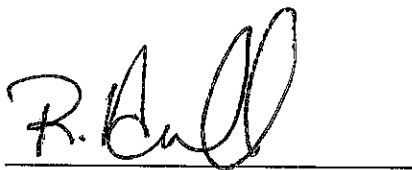
The District receives an annual COPS Grant of approximately \$100,000 that is not reflected in this budget because at the time of adopting the budget each year, the State of California has not yet determined whether it will be issuing those grants.

Projected expenses will exceed revenues by \$327,310. The major changes to the 17/18 budget are listed below:

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- This is due to the dispatch transition from the Richmond Police Dept. to the Albany Police Department. The main costs of this transition is in changing software vendors from New World Technologies to Sun Ridge Systems. This cost is projected to be (\$139,000)¹.
- There was a CalPERS OPEB payment increase of approximately \$198,000 from \$64,226 in FY16/17 to \$262,462 in FY17/18. This is an increase of approximately (\$200,000).
- The Park Building Improvement fund was increased by (\$150,000) from \$100,000 to \$250,000
- The Vehicle Fund will be reduced by \$100,000²

General Manager Recommendation: Receive the presentation, and take public comment, deliberate and approve the 2017/18 preliminary budget.



Rickey Hull
Interim Chief of Police

¹This is a onetime equipment cost. This will be fully funded in 4 to 5 years at which time the savings can go back into the general fund.

²This total was deleted from the FY 17/18 proposed budget and will be funded with half the price of a vehicle so the vehicle fund will be fully funded every two years.

CODE	CLASSIFICATION	2016/2017		2016/2017 BALANCE	PERCENT SPENT	2017/2018 BUDGET	BUDGET DIFFERENCES
		BUDGET	EXPENDITURES 02/28/17				
POLICE SALARIES AND BENEFITS							
502	Salary - Police	\$1,015,274	\$621,529	\$393,745	61.22%	\$959,907	(\$55,367)
504	Compensation Cash-Out	\$9,200	\$14,796	(\$5,596)	160.82%	\$9,200	\$0
506	Overtime	\$75,000	\$67,193	\$7,807	89.59%	\$75,000	\$0
508	Salary/Non-Sworn	\$100,677	\$73,605	\$27,072	73.11%	\$64,590	(\$36,087)
516	Uniform Allowance	\$9,000	\$4,844	\$4,156	53.82%	\$9,000	\$0
518	Safety Equipment	\$2,250	\$3,867	(\$1,617)	171.88%	\$2,500	\$250
521A	Medical Insurance - Active	\$182,094	\$135,091	\$47,003	74.19%	\$180,563	(\$1,531)
521R	Medical Insurance - Retired	\$160,278	\$117,349	\$42,929	73.22%	\$138,231	(\$22,047)
521T	Medical Insurance - Trust	\$64,226	\$95,868	(\$31,642)	149.27%	\$262,462	\$198,236
522	Disab. & Life Insurance	\$6,940	\$2,858	\$4,083	41.17%	\$6,940	\$0
523	Medicare 1.45% (District)	\$17,507	\$9,990	\$7,517	57.07%	\$16,192	(\$1,315)
524	Social Security(6.2%) /Non-Sworn	\$6,242	\$4,983	\$1,259	79.83%	\$4,005	(\$2,237)
527	P.E.R.S. - District	\$509,304	\$432,341	\$76,963	84.89%	\$447,870	(\$61,434)
528	P.E.R.S. - Officers Portion	\$59,836	\$39,076	\$20,760	65.30%	\$38,546	(\$21,290)
530	Workers Compensation	\$67,000	\$66,467	\$533	99.20%	\$92,000	\$25,000
540	Advanced Industrial	\$0	\$0	\$0	0.00%	\$0	\$0
SUB-TOTAL		\$2,284,828	\$1,689,857	\$594,971	73.96%	\$2,307,005	\$22,177
POLICE EXPENSES							
552	Expendable Police Supplies	\$1,700	\$3,320	(\$1,620)	195.29%	\$2,200	\$500
553	Range/Ammunition	\$5,000	\$375	\$4,625	7.50%	\$5,500	\$500
560	Crossing Guard	\$11,150	\$6,567	\$4,583	58.89%	\$11,623	\$473
562	Vehicle Operation	\$37,500	\$18,692	\$18,808	49.85%	\$36,250	(\$1,250)
564	Communications	\$156,420	\$72,663	\$83,757	46.45%	\$222,958	\$66,538
566	Radio Maintenance	\$2,281	\$1,090	\$1,191	47.79%	\$2,180	(\$101)
568	Prisoner/Case Expenses/Bookings	\$8,900	\$5,408	\$3,492	60.77%	\$8,900	\$0
570	Training	\$10,000	\$2,551	\$7,449	25.51%	\$10,000	\$0
572	Recruiting	\$15,500	\$3,285	\$12,215	21.20%	\$15,750	\$250
574	Reserve Officers	\$4,050	\$30	\$4,020	0.74%	\$9,675	\$5,625
576	Misc. Dues, Meals, Travel	\$3,035	\$1,481	\$1,554	48.80%	\$2,835	(\$200)
580	Utilities - Police	\$10,000	\$7,234	\$2,766	72.34%	\$11,040	\$1,040
581	Bldg. Repair/Maint	\$5,000	\$469	\$4,531	9.39%	\$3,000	(\$2,000)
582	Office Supplies	\$7,500	\$3,257	\$4,243	43.43%	\$6,500	(\$1,000)
588	Telephones	\$7,476	\$2,907	\$4,569	38.89%	\$5,100	(\$2,376)
590	Housekeeping	\$4,000	\$3,044	\$956	76.11%	\$4,000	\$0
592	Publications	\$3,000	\$2,923	\$77	97.44%	\$3,500	\$500
594	Comm. Policing	\$14,000	\$4,601	\$9,399	32.87%	\$8,000	(\$6,000)
596	CAL-ID	\$6,100	\$6,101	(\$1)	100.02%	\$6,100	\$0
599	Police Taxes Administration	\$3,500	\$2,591	\$909	74.04%	\$3,500	\$0
SUB-TOTAL		\$316,112	\$148,591	\$167,521	47.01%	\$378,611	\$62,499
RECREATION SALARIES AND BENEFITS							
601	Park and Rec. Admin.	\$8,042	\$5,747	\$2,295	71.47%	\$8,323	\$281
602	Custodian	\$22,750	\$14,000	\$8,750	61.54%	\$22,750	\$0
623	Social Security (7.65%) /Park	\$615	\$440	\$175	71.49%	\$637	\$22
SUB-TOTAL		\$31,407	\$20,187	\$11,220	64.28%	\$31,709	\$302
RECREATION EXPENSES							
640	Community Center Expenses						
642	Community Center	\$5,616	\$4,071	\$1,545	72.49%	\$6,636	\$1,020
643	Janitorial Supplies	\$1,500	\$676	\$824	45.10%	\$1,250	(\$250)
646	Community Center Repairs	\$5,500	\$4,241	\$1,259	77.10%	\$5,500	\$0
650	Building E Expenses						
656	Building E Repairs	\$0	\$0	\$0	0.00%	\$0	\$0
660	Annex Expenses						
662	Annex - Utilities	\$0	\$0	\$0	0.00%	\$0	\$0
666	Annex Repairs	\$1,000	\$0	\$1,000	0.00%	\$1,000	\$0
668	Annex - Misc. Exp	\$1,000	\$0	\$1,000	0.00%	\$1,000	\$0
670	Gardening Supplies	\$1,000	\$0	\$1,000	0.00%	\$1,000	\$0
672	Park O&M	\$69,300	\$57,158	\$12,142	82.48%	\$69,300	\$0
674	Park Construction Expense	\$5,000	\$0	\$5,000	0.00%	\$5,000	\$0
678	Misc. Park/Rec Expense	\$1,000	\$1,275	(\$275)	127.54%	\$1,200	\$200
SUB-TOTAL		\$90,916	\$67,422	\$23,494	74.16%	\$91,886	\$970

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CODE	CLASSIFICATION	2016/2017		2016/2017 BALANCE	PERCENT SPENT	2017/2018 BUDGET	BUDGET DIFFERENCES
		BUDGET	EXPENDITURES 02/28/17				
DISTRICT EXPENSES							
808	District Salaries	\$0	\$0	\$0	0.00%	\$138,280	\$138,280
809	Social Security (7.65%) /District	\$0	\$0	\$0	0.00%	\$10,578	\$10,578
810	Computer Maintenance	\$25,118	\$19,428	\$5,690	77.35%	\$26,488	\$1,370
820	Canon Copier Contract	\$5,700	\$3,235	\$2,465	56.75%	\$5,045	(\$655)
830	Legal	\$99,530	\$114,018	(\$14,488)	114.56%	\$100,000	\$470
835	Consultant	\$46,500	\$24,287	\$22,213	52.23%	\$35,000	(\$11,500)
840	Accounting	\$45,500	\$31,983	\$13,517	70.29%	\$45,500	\$0
850	Insurance	\$30,000	\$27,607	\$2,393	92.02%	\$32,576	\$2,576
860	Election	\$4,500	\$3,562	\$938	79.15%	\$0	(\$4,500)
865	Police Bldg Lease	\$1	\$1	\$0	100.00%	\$1	\$0
870	County Expenditures	\$22,300	\$8,273	\$14,027	37.10%	\$21,800	(\$500)
890	Waste/Recycle Expenses	\$20,000	\$0	\$20,000	0.00%	\$0	(\$20,000)
898	Miscellaneous Expenses - Board	\$17,200	\$11,822	\$5,378	68.73%	\$18,750	\$1,550
SUB-TOTAL		\$316,349	\$244,214	\$72,135	77.20%	\$434,019	\$117,670
Operating Expense TOTAL		\$3,039,612	\$2,170,271	\$869,341	71.40%	\$3,243,231	\$203,619
CAPITAL OUTLAY							
961	Police Bldg. Improvements	\$0	\$0	\$0	0.00%	\$0	\$0
962	Patrol Cars	\$0	\$0	\$0	0.00%	\$0	\$0
963	Patrol Car Accessories	\$0	\$0	\$0	0.00%	\$1,000	\$1,000
965	Personal Police	\$0	\$13,547	(\$13,547)	0.00%	\$0	\$0
966	Police Traffic Equipment	\$6,600	\$8,550	(\$1,950)	129.55%	\$0	(\$6,600)
967	Station Equipment	\$6,100	\$6,005	\$95	98.44%	\$0	(\$6,100)
968	Office Furn. & Equip.	\$0	\$0	\$0	0.00%	\$0	\$0
969	Computer Equipment	\$3,650	\$2,170	\$1,480	59.47%	\$3,000	(\$650)
971	Park Land	\$0	\$0	\$0	0.00%	\$0	\$0
972	Park Bldgs. Improvements	\$100,000	\$0	\$100,000	0.00%	\$250,000	\$150,000
973	Park Construct Grant Exp	\$0	\$0	\$0	0.00%	\$0	\$0
974	Other Park Improvements	\$7,500	\$0	\$7,500	0.00%	\$4,500	(\$3,000)
978	Park/Rec. Furniture & Equipment	\$21,000	\$34,450	(\$13,450)	164.05%	\$1,000	(\$20,000)
Capital Outlay SUB-TOTAL		\$144,850	\$64,723	\$80,127	44.68%	\$259,500	\$114,650
BUDGET GRAND TOTAL		\$3,184,462	\$2,234,993	\$949,469	70.18%	\$3,502,731	\$318,269

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**KPPCSD
Revenue Projection
2017/2018**

Ordinary Income/Expense	Estimated Actual 2016/2017	Projected 2017/2018
Income		
400 · Police Activities Revenue		
401 · Levy Tax	\$1,662,000.00	\$1,740,000.00
HomeOwners' Tax	11,800.00	12,000.00
402 · Special Tax-Police	681,630.00	680,000.00
403 · Misc Tax-Police	0.00	0.00
404 · Measure G Supplemental Tax Rev	527,989.00	543,829.00
409 · Asset seizure forfeit/WEST NET	0.00	0.00
410 · Police Fees/Service Charges	3,000.00	1,500.00
411 · Kensington Hilltop Srvcs Reimb	19,467.00	20,051.00
412 · Special Assignment Revenue	0.00	0.00
413 · Crossing Guard Reimbursement	11,151.00	11,623.00
414 · POST Reimbursement	1,054.00	0.00
415 · Grants-Police	140,000.00	0.00
416 · Interest-Police	5,500.00	2,500.00
418 · Misc Police Income	11,500.00	11,500.00
419 · Supplemental W/C Reimb (4850)	<u>90,000.00</u>	<u>16,864.00</u>
Total 400 · Police Activities Revenue	\$3,165,091.00	\$3,039,867.00
420 · Park/Rec Activities Revenue		
424 · Taxes-L&L	\$36,220.00	\$37,000.00
426 · Park Donations	0.00	0.00
427 · Community Center Revenue	31,000.00	28,000.00
435 · Grants-Park/Rec	0.00	0.00
436 · Interest-Park/Rec	0.00	0.00
437 · Contributions for Sound System	11,000.00	0.00
438 · Misc Park/Rec Rev	200.00	200.00
439 · Contributions for Community Center	<u>500.00</u>	<u>3,500.00</u>
Total 420 · Park/Rec Activities Revenue	\$78,920.00	\$68,700.00
440 · District Activities Revenue		
448a · Franchise Fees Gross	\$96,000.00	\$112,000.00
448b - less Franchise Fees Paid Out	(41,000.00)	(48,000.00)
456 · Interest-District	250.00	200.00
458 · Misc District Revenue	<u>0.00</u>	<u>0.00</u>
Total 440 · District Activities Revenue	<u>\$55,250.00</u>	<u>\$64,200.00</u>
Total Income	\$3,299,261.00	\$3,172,767.00

KPPCSD
Projected Revenue and Expense
2017/2018

Budgeted Revenues 2017/2018

400 · Police Activities Revenue
Total 400 · Police Activities Revenue \$3,039,867

420 · Park/Rec Activities Revenue
Total 420 · Park/Rec Activities Revenue 68,700

440 · District Activities Revenue
 448 · Franchise Fees 112,000
 456 · Interest-District 200
Total 440 · District Activities Revenue 112,200

Total Revenues \$3,220,767

Budgeted Expenditures 2017/2018

500 · Police Sal & Ben
Total 500 · Police Sal & Ben \$2,307,005

550 · Other Police Expenses
Total 550 · Other Police Expenses 378,611

Total 600 · Park/Rec Sal & Ben 31,709

Total 635 · Park/Recreation Expenses 91,886

800 · District Expenses
Total 800 · District Expenses 434,019

950 · Capital Outlay

 961 · Police Bldg Improvements 0

 962 · Patrol Cars 0

 963 · Patrol Car Accessories 1,000

 965 · Personal Police Equipment-Asset 0

 966 · Police Traffic Equipment 0

 967 · Station Equipment 0

 968 · Office Furn. & Equip. 0

 969 · Computer Equipment 3,000

 971 · Park Land 0

 972 · Park Bldgs. Improvements 250,000

 973 · Park Construction Fund 0

 974 · Other Park Improvements 4,500

 978 · Pk/Rec Furn/Eq 1,000

Total 950 · Capital Outlay 259,500

Total Expenditures \$3,502,731

Excess of Revenue over Expense 2017/2018 -\$281,964

Cash Carryovers 2016/2017 \$1,829,958

Add back large prepaid RIMS software \$139,958

Estimated Fund Carryovers into 2017/2018 \$1,687,953

Fund Balances, in audit terms (see definitions included)

 Nonspendable - District Portion of Bond \$92,830

SO

Draft

**KPPCSD
Projected Revenue and Expense
2017/2018**

Restricted - Est'd Vacation/Comp Liab	80,000
Restricted - Bay View Net Balance	149,013
Committed - Capital Projects (Vehicle Fund) thru 06/30/17 only	101,576
Effective 07/01/17, Capital Fund dissolved	(101,576)
Committed - 1/2 Police Vehicle w/Accessories	20,000
Committed - Community Center Bldg Upgrade	150,000
Committed - Annex Renovation Expenditure in Current Year	0
Assigned - Park Bldgs Replacement less FY 17/18 expenditures	0
Assigned - Temporary Police Station Relocation	<u>50,000</u>
 Total Identified Fund Balances	 \$541,843
 Unassigned Fund Balance Available for Contingencies	 \$1,146,109
Percentage of Total Expenditures	32.72%

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**KPPCSD
Estimated Available Cash 6/30/17**

ASSETS	02/28/17	Incoming Tx Advance	Incoming Grant/Reimb	Mar Exp	Apr Exp	May Exp	June Exp	Transfer between funds 06/30/17 Est
Current Assets								
Checking/Savings								
100 - Petty Cash	100.00							100
110 - CCC Cash Accts								
112 - General Fund	67,203.10	1,334,098.82	21,918.00	-200,000.00	-200,000.00	-200,000.00	-390,000.00	52,110.20
113 - Capital Fund-Cash	26,788.27							26,788
114 - Land & Light-Park O&M	18,288.34	15,821.86						-34,110.20
116 - PB Admin-Cash	113,899.78	100,000.00		-40,000.00				233,900 excluded
117 - PB Resv-Cash	19,301.84							19,302 excluded
Total 110 - CCC Cash Accts	<u>245,481.33</u>							<u>\$512,118</u>
134 - CCC LAIF Accounts								
134a - General LAIF	1,139,148.14		-71,000.00	2,562.06	0.00	0.00	40,000.00	1,110,710
134b - COPS LAIF	2,842.27		40,000.00	-2,262.06				40,580
134c - Park LAIF	0.00							0
134d - Garbage/Bay View LAIF	73,969.97		31,000.00				-40,000.00	64,970
134e - Capital LAIF	101,479.56							101,480
Total 134 - CCC LAIF Accounts	<u>1,317,439.94</u>							<u>\$1,317,740</u>
Total Checking/Savings	\$1,563,021	\$1,449,921	\$21,918	-\$199,700	-\$240,000	-\$200,000	-\$390,000	-\$2,000
								\$1,829,958 KPPCSD
								2,003,160 including Bond \$

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KPPCSD Officers' Salaries - Fiscal 2017/2018

Officer Name	Grade	Date Hired	Date in Grade	Date in Step	Months in Step	Monthly Base	Holiday Pay	Incentive	Monthly Salary	Pay Period	Hourly Base	Hourly	Longevity Pay	Annual Total
Hull, R	Chief portion MS/Step 2	12/17/16	12/17/16	12/17/16	12.000	\$1,285.45		\$96.41	\$1,381.86	\$ 690.93	\$ 7.42	\$ 7.97	\$ 2,000.00	\$ 16,582.31
		10/16/97	03/16/13	03/16/13	12.000	\$8,569.67		\$642.73	\$9,212.40	\$4,606.20	\$ 49.44	\$ 53.15	\$ 2,000.00	\$ 112,548.74
Supervisor	Incremental	07/01/17	07/01/17	07/01/17	12.000	\$205.17	\$ 11.01	\$15.39	\$231.57	\$ 115.78	\$ 1.18	\$ 1.34		\$ 2,778.81
Hui, K	Sgt/Step 4	04/17/10	03/16/13	03/16/15	12.000	\$8,077.75	\$ 434.93	\$403.89	\$8,916.57	\$4,458.28	\$ 46.60	\$ 51.44		\$ 106,998.81
Stegman, E	Corp/Step 1	06/01/06	09/01/12	09/01/12	12.000	\$7,186.55	\$ 386.96	\$538.99	\$8,112.50	\$4,056.25	\$ 41.46	\$ 46.80	\$ 1,100.00	\$ 98,450.02
Barrow, K.	Step 5	09/16/05	06/01/16	06/01/16	12.000	\$7,045.63	\$ 379.40	\$528.42	\$7,953.45	\$3,976.73	\$ 40.65	\$ 45.89	\$ 1,200.00	\$ 96,641.43
Martinez, R	Step 5	01/01/06	01/01/06	01/01/10	12.000	\$7,045.63	\$ 379.40	\$528.42	\$7,953.45	\$3,976.73	\$ 40.65	\$ 45.89	\$ 1,100.00	\$ 96,541.43
Wilson, D	Step 5	05/19/08	05/19/08	05/19/10	6.000	\$7,045.63	\$ 379.40	\$528.42	\$7,953.45	\$3,976.73	\$ 40.65	\$ 45.89		\$ 47,720.71
Ramos, J	Step 5	09/16/09	09/16/09	09/16/11	12.000	\$7,045.63	\$ 379.40	\$352.28	\$7,777.31	\$3,888.66	\$ 40.65	\$ 44.87		\$ 93,327.74
Wilkins, S	Step 5	09/17/12	09/17/12	09/17/16	12.000	\$7,045.63	\$ 379.40	\$352.28	\$7,777.31	\$3,888.66	\$ 40.65	\$ 44.87		\$ 93,327.74
Foley, T	Step 3	03/20/16	03/20/16	03/20/17	8.500	\$6,324.76	\$ 340.57	\$0.00	\$6,665.33	\$3,332.67	\$ 36.49	\$ 38.45		\$ 56,655.31
	Step 4	03/20/16	03/20/16	03/20/18	3.500	\$6,672.62	\$ 359.33	\$0.00	\$7,031.95	\$3,515.98	\$ 38.50	\$ 40.57		\$ 24,611.83
Vacancy	Step 2	7/1/2017	7/1/2017	7/1/2017	12.000	\$5,995.03	\$ 322.84	\$0.00	\$6,317.87	\$3,158.94	\$ 34.59	\$ 36.45		\$ 75,814.44
Vacancy	Step 2	1/1/2018	1/1/2018	1/1/2018	6.000	\$5,995.03	\$ 322.84	\$0.00	\$6,317.87	\$3,158.94	\$ 34.59	\$ 36.45		\$ 37,907.22
						\$ 44,659.46	\$ 38,977.16						\$ 5,400.00	\$ 959,906.54

Total BasePay Minus Holiday, Incentive, & Longevity:

Sergeants	Mo. Base	Holiday	Mo. Total	HrlyBase	HrlyTot	Mo. Base	Holiday	Mo. Total	HrlyBase	HrlyTot
Step#1	7,250.80	390.41	7,641.21	41.83	44.08	5,682.49	\$305.95	5,988.44	32.78	34.55
Step#2	7,540.82	406.00	7,946.82	43.50	45.85	5,995.03	\$322.84	6,317.87	34.59	36.45
Step#3	7,767.05	418.23	8,185.28	44.81	47.22	6,324.76	\$340.57	6,665.33	36.49	38.45
Step#4	8,077.75	434.93	8,512.68	46.60	49.11	6,672.62	\$359.33	7,031.95	38.50	40.57
Step#5				46.60	49.11	7,045.63	\$379.40	7,425.03	40.65	42.84
Master Sgts										
Step#1	8320.08	448.00	8,768.08	48.00	50.59	7186.55	\$386.96	7,573.51	41.46	43.69
Step #2	8569.67	461.44	9,031.11	49.44	52.10					

FISCAL YEAR 2017/2018		
CODE 504	CLASSIFICATION:	Compensated Absences Cash-Out
	2016/2017 Budget	\$9,200
	Cumulative as of 2/28/2017	\$14,796
ITEM		AMOUNT
Compensation Time Cash-Out	Officers est	
	averg \$46 x 200 hrs	\$9,200
	adjusted to probability	
\$0	Total	\$9,200

SS

FISCAL YEAR 2017/2018		
CODE 506	CLASSIFICATION:	Overtime
	2016/2017 Budget	\$75,000
	Cumulative as of 2/28/2017	\$67,193
ITEM		AMOUNT
Overtime For:	Cover Training	\$75,000
	Court Time	
	Sick/Vacation Coverage	
	Case Coverage	
	NOTE: Long term injury replacement to minimum staffing	
	\$0 Total	\$75,000

FISCAL YEAR 2017/2018		
CODE 516	CLASSIFICATION:	Uniform Allowance
	2016/2017 Budget	\$9,000
	Cumulative as of	\$4,844
	2/28/2017	
ITEM		AMOUNT
\$800.00 x 10 officers		\$8,000
Uniform Damage		\$1,000
\$0	TOTAL	\$9,000

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FISCAL YEAR 2017/2018		
CODE 518	CLASSIFICATION: Safety Equipment	
	2016/2017 Budget	\$2,250
	Cumulative as of 2/28/2017	\$3,867
	ITEM	AMOUNT
Safety Equipment/Reimbursement	nt \$250 x 10	\$2,500
Carry Over Reimbursements -		\$0
\$250	TOTAL	\$2,500

FISCAL YEAR 2017/2018			
CODE 521A	CLASSIFICATION: Medical Insurance - Active		
	Vision, Dental		
	2016/2017 Budget	\$182,094	
10 Officers	Cumulative as of	\$135,091	
	2/28/2017		
ITEM		AMOUNT	
Active P.E.R.S. Medical	Officers 4 @ \$1907 x 12	\$91,536	
	Officers 1 @ \$1876 x 12	\$22,512	
	Officers 2 @ \$1467 x 12	\$35,208	
	Officers 3 @ \$733 x 12	\$26,388	
	1% increase 01/18	\$878	
Active P.E.R.S Admin. Cost	0.34% of \$153,024	\$600	
Active Vision Care	\$31.52 x 9 employees x 12	\$3,404	
	0% rate increase Oct 2017	\$0	
Active Delta Dental	\$64.41 x 3 employees x 12	\$2,319	
	\$124.48 x 2 employees x 12	\$2,988	
	\$202.72 x 4 employees x 12	\$9,731	
	0% increase Oct 2017	\$0	
Total Active Premiums	\$195,563		\$195,563
	NOTE: Effective 07/01/17, each employee will contribute \$125/month		
Less Employee Contributions	10 x \$125 x 12 months = \$13,500	(\$15,000)	(\$15,000)
	Net Expense to District for Active Health		\$180,563
(\$1,531)		\$180,563	

FISCAL YEAR 2017/2018			
CODE 521R	CLASSIFICATION:	Medical Insurance - Retired	
		Vision, Dental	
	2016/2017 Budget	\$160,278	
9 Retirees/3 Widows			
2 Retirees not on VSP	Cumulative as of	\$117,349	
1 Retiree not on Delta Dental	2/28/2017		
ITEM		AMOUNT	
Retired P.E.R.S. Medical	Retirees 2 @ \$1907 x 12	\$45,768	
	Retiree 1 @ \$1474 x 12	\$17,688	
	Retiree 1 @ \$1467 x 12	\$17,604	
	Retirees 1 @ \$1034 x 12	\$12,408	
	Retiree 1 @ \$733 x 12	\$8,796	
	Retirees 2 @ \$601 x 12	\$14,424	
	Retirees 4 @ \$300 x 12	-\$14,400	
	1% increase 01/18	\$3,277	
Retired P.E.R.S Admin. Cost	0.34% of \$134,365	\$457	
Retired Vision Care	\$31.52 x 10 x 12	\$3,602	
Retired Delta Dental	\$64.41 x 2 employees x 12	\$1,546	
	\$124.48 x 6 employees x 12	\$8,963	
	\$202.72 x 3 employees x 12	\$7,298	
	0% increase Oct 2017	\$0	
Total Retiree Premiums	\$156,231	\$156,231	
	NOTE: Effective 07/01/17, each employee will contribute \$125/month		
Less Employee Contributions	12 x \$125 x 12 months = \$18,000	(\$18,000) (\$18,000)	
	Net Expense to District for Active Health	\$138,231	
	(\$22,047)	\$138,231	

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FISCAL YEAR 2017/2018			
CODE 521T	CLASSIFICATION: Medical Insurance - Trust		
	Vision, Dental		
	2016/2017 Budget		\$64,226
10 Officers			
9 Retirees/3 Widows	Cumulative as of		\$95,868
	2/28/2017		
ITEM			AMOUNT
CALPERS OPEB Funding	17/18 ADC \$418,693-\$138,231		\$262,462
Nicolay Consulting	\$418,693	17/18 ADC	
NOTE: Per Projection by Nicolay Consulting using the upcoming GASB 75			
	Actuarially Determined Contribution (ADC)		
Normal Cost	193,387		
Amortization of Initial UAAL	225,306		
Amort of Residual UAAL			
Current ARC	\$418,693		
\$198,236			\$262,462

FISCAL YEAR 2017/2018			
CODE 522			CLASSIFICATION: Disab. & Life Insurance
		2016/2017 Budget	\$6,940
		Cumulative as of 2/28/2017	\$2,858
ITEM			AMOUNT
LTD Insurance	\$24.50x10 employees x 12		\$2,940
Life Insurance	\$100,000 term insurance for 10 employees		\$4,000
\$0		TOTAL	\$6,940

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FISCAL YEAR 2017/2018			
CODE 530	CLASSIFICATION:	Workers Compensation	
		(P.D./Secretary)	
10 Officers	2016/2017 Budget	\$67,000	
	Cumulative as of	\$66,467	
	2/28/2017		
ITEM			
SDRMA Estimated Annual Contribution based on			
	\$1,185,800 Total Payroll	\$92,000	
	(excluding 1/3 O/T)		
	NOTE: Increase due to repayment of continued		
	Supplemental W/C (Section 4850 time)		
\$25,000	TOTAL	\$92,000	

FISCAL YEAR 2017/2018		
CODE 540	CLASSIFICATION:	Advanced Industrial Disability
	2016/2017 Budget	\$0
	Cumulative as of 2/28/2017	\$0
ITEM		AMOUNT
Advanced Industrial Disability		\$0
\$0	TOTAL	\$0

FISCAL YEAR 2017/2018			
CODE 552	CLASSIFICATION:	Expendable Police Supplies	
	2016/2017 Budget	\$1,700	
	Cumulative as of 2/28/2017	\$3,320	
ITEM		AMOUNT	
SUPPLIES FOR I.D. FUNCTION		\$1,500	
INCLUDES: PENS, GLOVES, BAGS, FILM, BRUSHES, ETC.			
Pepper Spray for Officers		\$500	
Miscellaneous		\$200	
\$500	TOTAL	\$2,200	

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FISCAL YEAR 2017/2018			
CODE 553	CLASSIFICATION:	Range/Ammunition Supplies	
	2016/2017 Budget	\$5,000	
	Cumulative as of 2/28/2017	\$375	
ITEM			AMOUNT
RANGE/AMMUNITION SUPPLIES:			\$5,500
INCLUDES: AMMUNITION, TARGETS, WEAPON REPAIR, MAINTENANCE, CLEANING SUPPLIES			
\$500	TOTAL	\$5,500	

FISCAL YEAR 2017/2018			
CODE 560		CLASSIFICATION: Crossing Guard	
	2016/2017 Budget	\$11,150	
	Cumulative as of	\$6,567	
	2/28/2017		
ITEM		AMOUNT	
Crossing Guard - per contract		\$11,623	
\$473	TOTAL	\$11,623	

FISCAL YEAR 2017/2018		
CODE 564	CLASSIFICATION:	Communications (Richmond Police)
	2016/2017 Budget	\$156,420
	Cumulative as of	\$72,663
	2/28/2017	
ITEM		AMOUNT
Albany Contract - Dispatch	Includes \$33,000 1st yr discount	\$47,000
Albany Contract - Records Management		\$5,000
Albany Contract - Tech Fee		\$12,000
RIMS Software	Most likely prepaid in FY 16/17	\$139,958
New World	Buy Out Prior Contract	\$9,000
EBRCS	\$40/mo x 19 radios x 12 months	\$9,120
Radio Reprogramming		\$880
\$66,538	TOTAL	\$222,958

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FISCAL YEAR 2017/2018		
CODE 568	CLASSIFICATION:	Prisoner/Case Expenses/Bookings
	2016/2017 Budget	\$8,900
	Cumulative as of 2/28/2017	\$5,408
ITEM		AMOUNT
County Booking Fee	10 @ \$0	\$0
Currently State of CA reimburses Booking Fees		
Crime Lab:		\$7,500
Drug Testing		
Alcohol Testing		
Fingerprint Comparisons		
Childrens Interview Center		\$500
Evidence Room Monitored Alarm		\$900
\$0	TOTAL	\$8,900

FISCAL YEAR 2017/2018		
		Law Enforcement
CODE 570	CLASSIFICATION:	Training
	2016/2017 Budget	\$10,000
	Cumulative as of	\$2,551
	2/28/2017	
ITEM		AMOUNT
INCLUDES:		
ALL ASPECTS OF OFFICER		
TRAINING		\$5,000
SCHOOL, TUITION, BOOKS, ETC	\$500 PER OFFICER	\$5,000
\$0	TOTAL	\$10,000

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FISCAL YEAR 2017/2018		
CODE 574	CLASSIFICATION: Reserve Officers	
	2016/2017 Budget	\$4,050
	Cumulative as of	\$30
	2/28/2017	
ITEM		AMOUNT
Reserve Officers:	Training	
	Uniforms	
	Insurance Coverage	
	Safety Equipment	
	Total 5 x \$1875	\$9,375
Misc. Reserve Costs		\$300
\$5,625	TOTAL	\$9,675

FISCAL YEAR 2017/2018		
CODE 830	CLASSIFICATION:	Legal
		(Dist./Personnel)
	2016/2017 Budget	\$99,530
	Cumulative as of	\$114,018
	2/28/2017	
ITEM		AMOUNT
Ann Danforth-General Counsel	2017 Monthly Retainer for 14 hours of service at \$2520/mo. 2018 \$2660/mo.	\$31,080
Ann Danforth-Monthly Meeting Attendance		
2017 1st 4 hrs \$ \$135/hr	2018 1st 4 hrs \$ \$143/hr	\$6,672
2017 Add'l mtgs \$180/hr x 6	2018 Add'l mtgs \$190/hr x 2	\$8,760
Ann Danforth-Additional Work	2017=\$180/hr 2018=\$190/hr	
2017 Add'l Hrs @ 6 per mo.	2018 Add'l Hrs @ 0 per mo.	\$6,480
	Ann Danforth Total	\$52,992
Public Management Group-Adam Benson 2 x \$205/hr per mo.		\$4,920
Public Mgmt Grp-Bob Deis 6 x \$250/hr GM/Brd workshop		\$1,500
	Public Management Grp Total	\$6,420
Public Law Group-Propp-Contract mgmt 24 x \$305		\$7,320
Public Law Group-Sloan-Disciplinary matters 16 x \$325		\$5,200
Public Law Group-Holtzman-Contract negotiation 40 x \$325		\$13,000
	Public Law Group Total	\$25,520
	Additional work expected	\$15,068
\$470	Total	\$100,000

FISCAL YEAR 2017/2018		
CODE 898	CLASSIFICATION:	Miscellaneous Expenses - Board
	2016/2017 Budget	\$17,200
	Cumulative as of 2/28/2017	\$11,822
ITEM		AMOUNT
LAFCO		\$1,550
Service Pins		\$500
Seminars/Directors		\$4,000
CSDA/CCSDA Membership		\$6,200
Miscellaneous		\$1,000
Annual Conference		\$5,000
Governance Days		\$500
\$1,550	TOTAL	\$18,750

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Kensington Community Center WiFi Network Internet Policy

(Password: KensingtonCC)

The Kensington Police Protection and Community Services District (KPPCSD) provides access to the Internet at the Community Center through its WiFi network.

By using this free **wireless service**, you agree to abide by the **Community Center's Internet Policy** that prohibits abusive or illegal activity while using the **Community Center's Internet service and the Limitations and Disclaimers stated below.**

This service is free of charge and subject to the terms and conditions of use as follows:

Limitations & Disclaimers

- Wireless access is provided as a public service free of charge on an as-is basis with no guarantee and no warranty. The Community Center's Wireless network is subject to periodic maintenance and unforeseen downtime.
- Information passing through the Community Center's wireless access is not secured and could be monitored, captured, or altered by others. There are risks involved with connecting to a public wireless connection, such as possible viruses, malware, loss of data, possible hacking/snooping by others connected, possible hardware/software failure. It is your sole responsibility to protect your information from all risks associated with using the Internet, including any damage, loss, or theft that may occur as a result of your use of the Community Center's wireless access.
- Up-to-date antivirus software is recommended on wireless devices.
- The Community Center assumes no responsibility for the safety of equipment; users must keep their equipment with them at all times.
- You agree and hereby release, indemnify, and hold harmless, the KPPCSD, its officers and employees, from any damage that may result from your use of this wireless access.
- You acknowledge that you are subject to, and agree to abide by all laws, and all applicable rules and regulations of the KPPCSD, Contra Costa County, the State of California, and the federal government.
- At its sole discretion, the KPPCSD may terminate this public service at anytime without prior notice.
- Any attempt to circumvent Community Center procedures or any unauthorized attempt to access or manipulate Community Center equipment may result in permanent disconnection from the Community Center's Wi-Fi network.

If you do not agree to the above terms, please disable your wireless connection or turn off your wireless device.