



# Agenda

Board of Directors  
Kensington Police Protection  
and Community Service District  
**Special & Regular Meeting**  
**Thursday, October 13, 2022**  
**6:00 p.m.**  
Via Teleconference

[www.kppcsd.org/2022-10-13-kppcsd-board-meeting](http://www.kppcsd.org/2022-10-13-kppcsd-board-meeting)

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

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

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

## **Call to Order**

## **Roll Call**

## **Special Meeting Agenda Item Public Comments**

*Individuals wishing to address the Board of Directors concerning any Special Meeting agenda items on the agenda are invited to make oral comments of up to three minutes. Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 917 Arlington Ave., Kensington, CA 94707 or [llewis@kppcsd.org](mailto:llewis@kppcsd.org).*

## **1. Teleconference Meetings During State of Emergency**

Recommended Action: Adopt Resolution No. 2022-26 A Resolution Of The Board Of Directors Of The Kensington Police Protection And Community Services District Making Findings And Determining A Need To Continue Holding Remote Meetings By Teleconference.  
Contact: Ann Danforth, General Counsel, [adanforth8@outlook.com](mailto:adanforth8@outlook.com)

### **Adjourn to Closed Session**

1. **Conference with Labor Negotiator**

District designated representative: Interim General Manager Anthony Constantouros

Employee organization: Kensington Police Officers Association

Unrepresented: Chief of Police

Contact: Anthony Constantouros, Interim General Manager, [tconstantouros@kppcsd.org](mailto:tconstantouros@kppcsd.org)

**Regular Meeting - 7:00 p.m.**

### **Call to Order**

### **Announcement from Closed Session**

### **Roll Call**

### **Public & Consent Calendar Comments**

*All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Board Member or General Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the Board of Directors concerning Consent Calendar items or on matters not already on the agenda are invited to make oral comments of up to three minutes. Please raise your hand via Zoom. When you are called on by the Board President you will be unmuted and can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors, and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 217 Arlington Ave., Kensington, CA 94707 (after October 12 to 10940 San Pablo Ave., Building B, El Cerrito, CA 94530), or [llewis@kppcsd.org](mailto:llewis@kppcsd.org).*

### **Consent Calendar**

1. **Meeting Minutes for September 8, 2022**

Recommended Action: Approve meeting minutes.

Contact: Lynelle Lewis, District Clerk, [llewis@kppcsd.org](mailto:llewis@kppcsd.org)

2. **Financial Reports**

Recommended Action: Receive and accept financial reports.

Contact: Lisa Mundis, Finance Director, [lmundis@kppcsd.org](mailto:lmundis@kppcsd.org)

### **Discussion and Action**

3. **Strategic Plan**

Recommended Action: Review and comment; permanent General Manager to add responsibilities and timeframes; hold updated strategic planning session in 2023.

Contact: Tony Constantouros, Interim General Manager, [tconstantouros@kppcsd.org](mailto:tconstantouros@kppcsd.org)

**4. Adopt Amendment to Conflict of Interest Code**

Recommended Action: Adopt Resolution amending Appendix A Policy 1035 (List of Required Filers) of the District's Policy and Procedures Manual.

Contact: Ann Danforth, General Counsel, [adanforth8@outlook.com](mailto:adanforth8@outlook.com)

**5. Fiscal Year 2022-23 Budget Amendment #1**

Recommended Action: Adopt Resolution No. 2022-25 Adopting Amended Budget For Fiscal Year 2022-23.

Contact: Tony Constantouros, Interim General Manager, [tconstantouros@kppcsd.org](mailto:tconstantouros@kppcsd.org)

**6. Approve Kensington Police Officers Association Memorandum of Agreement (MOU)**

Recommended Action: Approve a three-year Memorandum of Understanding (MOU) with the Kensington Police Officers Association (KPOA) effective July 1, 2022 and authorize the Interim General Manager to sign.

Contact: Tony Constantouros, Interim General Manager, [tconstantouros@kppcsd.org](mailto:tconstantouros@kppcsd.org)

**7. Employment Agreement with Michael Gancasz**

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

Contact: Tony Constantouros, Interim General Manager, [tconstantouros@kppcsd.org](mailto:tconstantouros@kppcsd.org)

**8. Administrative Staff Compensation Adjustments**

Recommended Action: Approve a 7 ½% increase to the compensation of specified non-represented staff.

Contact: Tony Constantouros, Interim General Manager, [tconstantouros@kppcsd.org](mailto:tconstantouros@kppcsd.org)

**9. Extension of Interim General Manager Employment Agreement**

Recommended Action: Approve extension of Interim General Manager Tony Constantouros' employment agreement.

Contact: Ann Danforth, General Counsel, [adanforth8@outlook.com](mailto:adanforth8@outlook.com)

**10. Contract for Removal of Diseased, Distressed or Dead Trees in Kensington Park**

Recommended Action: Authorize the Interim General Manager to negotiate and execute a contract with Professional Tree Care Company for removal of specified diseased, distressed or dead trees in the park, subject to the General Counsel's approval as to form.

Contact: Directors Eileen Nottoli ([enotolli@kppcsd.org](mailto:enotolli@kppcsd.org)) and Rachelle Sherris-Watt ([rsherriswatt@kppcsd.org](mailto:rsherriswatt@kppcsd.org)).

**Comments & Reports**

**11. Director Comments.**

- Kensington Park Improvements Draft

**12. General Manager's Report.**

### 13. Board Correspondence.

- KCC Recreation Office Report – October 2022

### Adjournment

The next regular meeting is scheduled for November 10, 2022.

### General Information

- All proceedings of the Open Session will be audio and video recorded if possible.
- Upon request, the Kensington Police Protection and Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meeting. Please send written request, including your name, mailing address, phone number, and a brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two days before the meeting. Requests should be sent to Kensington Police Protection & Community Service District, 217 Arlington Ave, Kensington, CA 94707 (*after October 12 to 10940 San Pablo Ave., Building B, El Cerrito, CA 94530*).
- To be added to the Board Agenda Mailing List, complete and submit the form at <https://www.kppcsd.org/agenda-mailing-list> or by notifying the Clerk of the Board at [llewis@kppcsd.org](mailto:llewis@kppcsd.org).

### Posted Agenda

Public Safety Building – Colusa Food – Arlington Kiosk and at [www.kppcsd.org](http://www.kppcsd.org). Complete agenda packets are available at the Public Safety Building at 217 Arlington Avenue, Kensington, CA 94707 (*after October 12 to 10940 San Pablo Ave., Building B, El Cerrito, CA 94530*).

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Service District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the **District offices, 217 Arlington Ave, Kensington, CA 94707** (*after October 12 to 10940 San Pablo Ave., Building B, El Cerrito, CA 94530*) at the same time that those records are distributed or made available to a majority of the Board.



Date: October 13, 2022  
To: Board of Directors  
From: Ann Danforth, General Counsel  
Subject: Resolution for the Board to Continue Holding Remote Meetings

---

**Recommendation:**

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

**Rationale for Recommendation:**

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

**Background, Discussion and Analysis:**

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

Section 54953(e)(3) limits the duration of each such determination to 30 days. If the state of emergency remains active or state or local officials have imposed or recommended measures to promote social distancing, the Board must reconsider the circumstances of the state of emergency within 30 days and determine either that the state of emergency continues to directly impact the ability of the members to meeting safely in person or that state or local officials have imposed or recommended measures to promote social distancing. Accordingly, on October 14, 2021, the Board re-considered the circumstances of the state of emergency and adopted Resolution No. 2021-20, deciding to continue to hold meetings remotely. The Board came to a similar decision on November 11, 2021, December 9, 2021, January 13, 2022, February 10, 2022, March 10, 2022, April 14, 2022, May 12, 2022, June 30, 2022, July 14, 2022, August 11, 2022, August 25, 2022 and September 8,

---

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

2022, adopting Resolutions 2021-21, 2021-22, 2022-01, 2022-02, 2022-03, 2022-04 2022-08, 2022-10, 2022-17, 2022-20, 2022-21 and 2022-22 respectively.

To continue holding teleconferenced meetings during the Covid 19 threat without calling special meetings when the interval between regular meetings exceeds once a month, the Board must regularly reconsider its decision to meet remotely. The attached draft Resolution 2022-17 will authorize continued teleconferenced meetings.

Contra Costa County's Covid level is currently low. <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>. However, this is a relatively new development; the level has varied from medium to high over the past few months. As of the date of this report, the CDC continues to recommend moving group activities outdoors rather than holding them indoors and increasing distance from others. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html#ventilation>; <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html#space>. The CDC also continues to recommend masks as critical public health tool. <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/masks.html>. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>. The CDC has published a list of medical conditions are associated with the highest risk of serious Covid 19 illness. Merely being over 65 significantly increases the likelihood of severe disease. <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>.

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

The Bay Area generally enjoys a strong vaccination rate. However, as of August 25, 2022, only 54.7% of Contra Costa County residents over 5 have received the recommended additional dose. <https://www.coronavirus.cchealth.org/>. In addition, the District cannot assume that all meeting attendees are vaccinated. We do know that many Board meeting attendees are over 65 and therefore considered more vulnerable to Covid.

The Board held a hybrid meeting on a test basis on October 6, 2022. The system seemed to work fairly well. In the future, hybrid meetings may be the key to holding in-person meetings while still allowing vulnerable or ill people to participate. With that end, staff is considering health protocols to ensure that persons who chose to attend are well protected from infection. Given the factors cited in the previous paragraph, and the fact that Governor Newsom's 2020 declaration of a state of emergency remains in effect, staff recommends that the Board continue to meet remotely. I note that the attached resolution will enable the Board to hold either remote or hybrid meetings.

### **Fiscal Impact:**

There is no fiscal impact from approving the Resolution.

### **Exhibits**

- Resolution No. 2022-26 Making Findings and Electing to Continue to Meet Remotely

**RESOLUTION NO. 2022-26**

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

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

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

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

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

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

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

**WHEREAS**, on September 28, 2021, October 14, November 11, 2021, December 9, 2021, January 13, 2022, February 10, 2022, March 10, 2022, April 14, 2022, May 12, 2022, June 9, 2022, June 30, 2022, July 14, 2022, August 11, 2022, August 25, 2022 and September 8, 2022, the Board held special meetings in which it found that then-current circumstances met the criteria of Government Code Section 54953(e)(1)(A) and (C); and

**WHEREAS**, on October 13, 2022, the Board reviewed the evidence in the records and determined the following by majority vote:

- A. The state of emergency proclaimed by Governor Newsom on March 4, 2020, continues to exist;

- B. State or local officials continue to impose or recommend measures to promote social distancing.
- C. Because of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- D. The state of emergency continues to directly impact the ability of the members to meet safely in person

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by President Hacaj, seconded by Director Deppe, on Thursday, the 13<sup>th</sup> day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:



---

Sylvia Hacaj  
President, Board of Directors

I HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the Special Meeting of said Board held on Thursday, the 13<sup>th</sup> day of October, 2022.

---

Lynelle M. Lewis  
District Clerk of the Board

---

Anthony Constantouros  
Interim General Manger

# KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

## BOARD OF DIRECTORS MEETING MINUTES

Thursday, September 8, 2022

Via Teleconference

**Draft**

### **Special Meeting – 6:00 p.m.**

#### **Call to Order** [3:57]

President Sylvia Hacaj called the meeting to order at 6:00 p.m.

#### **Roll Call** [4:07]

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

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

#### **Special Meeting Agenda and Public Comments** [4:26]

- Addressing the Board were the following persons: 1) A. Stevens Delk commented on a government code statute related to a closed session item; and 2) Sylvia Elsbury, KCC Board President, commented on the KCC contract extension and requested a contract extension to December 31, 2022.

#### **1. Teleconference Meetings During State of Emergency.** [8:57]

- Motion by President Hacaj, seconded by Director Deppe, to adopt Resolution No. 2022-23 to continue holding remote meetings by teleconference, carried (4-1) by the following roll call vote: (AYES) Directors Deppe, Nottoli, Sherris-Watt, and Hacaj; (NOES) Logan; and (ABSENT) None.

**Resolution No. 2022-23** – A Resolution of the Board of Directors of the Kensington Police Protection and Community Services District Making Findings and Determining a Need To Continue Holding Remote Meetings by Teleconference.

#### **2. Consider Approval of an Extension to the 2017 Services Agreement with KCC.** [11:18]

President Hacaj reviewed the recommended action to approve a contract extending the 2017 agreement to provide recreational services to October 31, 2022. There was board discussion about the extension date.

- Motion by President Hacaj, seconded by Director Nottoli, to approve a contract extension of the 2017 agreement to provide recreational services for KCC to provide those services to November 18, 2022, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES); None; and (ABSENT) None.

**Adjournment to Closed Session** [[33:15](#)]

The Board adjourned to Closed Session at 6:30 p.m. for a conference with its legal counsel regarding pending litigation.

**Regular Meeting - 7:00 p.m.**

**Call to Order** [[1:07:37](#)]

President Sylvia Hacaj called the meeting to order at 7:04 p.m.

**Announcement from Closed Session** [[1:07:44](#)]

President Hacaj announced that the Board gave direction to its Counsel.

**Roll Call** [[1:07:50](#)]

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

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

**Public & Consent Calendar Comments** [[1:08:16](#)]

- Addressing the Board was A. Stevens Delk who commented on the use of Bayview franchise fee funds.

**Consent Calendar** [[1:12:52](#)]

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

**1. Meeting Minutes for July 14, July 28, and August 11, 2022**

Approved meeting minutes.

**2. June 2022 Financial Reports**

Received and accepted the financial reports.

**Discussion and Action**

**3. Hybrid Meetings.** [[1:13:46](#)]

Interim General Manager Anthony Constantouros provided an update regarding mechanics of possible hybrid meetings commencing with the October 13, 2022 meeting. He also proposed that the Board authorize appropriate technical staffing to be available at meetings to operate the

technology. Advanced Systems Group Consultant John Shike presented the processes for operating hybrid meetings. Board members asked questions about how the hybrid process will work, health protocols, and equipment needs. General Manager Constantouros suggested holding a practice hybrid session for the Board prior to the regular meeting in October to get a sense of how it will work.

- Addressing the Board was Mark Constantini who commented on holding in person meetings.

General Constantouros proposed dates for holding a practice hybrid board meeting, and the Board directed him to follow up with board members to confirm a date.

#### 4. **KPPCSD Office Relocation** [[2:06:34](#)]

Interim General Manager Constanouros reviewed past efforts to relocate District offices and the subsequent architect report on several options. George Miers of Swatt Miers Architects presented information on preliminary options 1, 2, 3, 4, 4A and 5 for the Kensington Police facility.

- Addressing the Board were the following persons: 1) Bill Hansell, President, Kensington Fire Protection District, commented on construction costs; 2) Gail Feldman commented that focus should be on options that will maximize parking spaces; 3) A. Stevens Delk asked about parking spaces in option 4A and about a two-story building to save space; 4) Cassandra Duggan commented that the Board should pause and reconsider placing the police in the Public Safety Building; 5) Anthony Knight commented that the parking lot is a community asset and it is inappropriate to use this area for a police station, and said that there has not been an adequate assessment of the south of library property; 6) David Spath commented that the Board should direct the architect to cost out a modular facility and assess the south of library property area.

Board members commented on the site options, requested conceptual cost estimates, and proposed having a geotechnical study.

- Motion by Director Sherris-Watt, seconded by President Hacaj, to authorize \$10,000 for a geotechnical study of the Arlington Avenue parking lot, carried (5-0) by the following roll call vote: (AYES) Directors Deppe, Logan, Nottoli, Sherris-Watt, and Hacaj; (NOES) None; and (ABSENT) None.

The Board requested that the updated presentation that includes Option 5 be posted to the web and encouraged staff to create a section on the KPPCSD website for updated district relocation information. Next, the Board discussed pros and cons of using a commercial real estate broker, and gave direction to Interim General Manager Constantouros to investigate the option of working with a real estate broker and report back to the Board.

#### 5. **General Manager's Report** [[3:52:10](#)]

The report was submitted as part of the agenda packet.

**6. Board Correspondence**

- Filed with the Board was the KCC Recreation Office Report – September 2022.

**Comments & Reports**

**7. Director Comments. [[3:52:14](#)]**

None.

**8. General Manager Comments. [[3:52:24](#)]**

None.

**Adjournment [[3:53:16](#)]**

President Hacaj adjourned the meeting at 9:50 p.m.

The next regular meeting is scheduled for October 13, 2022.

SUBMITTED BY:

---

Lynelle M. Lewis, District Clerk of the Board

APPROVED: October 13, 2022

---

Tony Constantouros, Interim General Manager

---

Sylvia Hacaj, President of the Board



**KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS MEETING**

**October 13, 2022**

**ITEM 2**

**SUMMARY OF EXPENSES FOR THE MONTHS OF JULY AND AUGUST 2022**

In light of the presentation of the Budget Amendments, an expense report has been prepared in lieu of financial reports. Upon completion of budget changes, the monthly finance reports will be presented in November with the most accurate information.

**ATTACHMENT:**

1. Summary Expense Sheet as of August 31, 2022.

**SUBMITTED BY:**

*Lisa Mundis*

Lisa Mundis

Finance Director

## Kensington Police Protection &amp; Community Services District

## Expense Summary

July 1 through August 31 2022

Expenses	July 2022	August 2022	TOTAL
500 · Police Sal & Ben			
502 · Salary - Officers	61,775	62,543	124,317
506 · Overtime	2,947	15,639	18,586
508 · Salary - Non-Sworn	4,897	5,820	10,717
509 · Hiring Bonus	0	6,000	6,000
516 · Uniform Allowance	500	500	1,000
521-A · Medical/Vision/Dental-Active	8,477	8,477	16,953
521-R · Medical/Vision/Dental-Retired	13,566	13,874	27,440
522 · Insurance - Police	(186)	891	705
523 · SocialSecurity/Medicare-Police	979	1,274	2,253
524 · Social Security - District	304	361	664
527 · PERS - District Portion	14,418	15,057	29,475
528 · PERS - Officers Portion	0	0	0
530 · Workers Comp	39,533	0	39,533
500 · Police Sal & Ben	147,208	130,436	277,644
550 · Other Police Expenses	168,136	30,600	198,735
<b>Total 550 · All Police Expenses</b>	<b>315,343</b>	<b>161,035</b>	<b>476,379</b>
635 · Park/Recreation Expenses			
<b>Total 635 · All Park/Recreation Expenses</b>	<b>33,260</b>	<b>12,497</b>	<b>45,757</b>
800 · District Expenses			
807 · Salaries	32,267	37,645	69,911
808 · Payroll Taxes	2,468	2,880	5,348
<b>Total 800 · District Expenses</b>	<b>106,791</b>	<b>56,186</b>	<b>162,977</b>



---

Date: October 13, 2022  
To: Board of Directors  
From: Tony Constantouros, Interim General Manager  
Subject: Strategic Plan

---

### **Recommendation**

1. Review and comment on the Strategic Plan;
2. The selected General Manager should identify individuals responsible for implementation, include target dates and submit the completed plan to the Board of Directors for approval; and
3. The Board can utilize the Strategic Plan as a basis to hold an updated strategic planning session in 2023.

### **Background**

The Board of Directors held a strategic planning workshop on January 27, 2022, focusing on issues of concern to the District. The strategic plan was put together principally by the District's consultant, Martin Rauch of Rauch Communication Consultants with review and input by Interim General Manager, Rick Benson.

### **Discussion and Analysis**

Mr. Rauch advised that the work plan was a critical component and had not yet been drafted. He indicated that the work plan, which is organized by Board policy objectives, should be developed before a complete draft of the plan was assembled.

The first complete draft of the strategic plan for review is attached. The current Interim General Manager commented and developed the work plan in conjunction with Mr. Rauch. Note that the work plan does not name individuals responsible for implementation nor include target dates. The permanent general manager would complete those final steps.

Mr. Rauch will be available by Zoom to provide additional information and answer questions.



**Fiscal Impact**

There will be future fiscal impact if there are costs associated with implementing specific recommendations; there will also be a cost for the facilitator if an updated strategic planning session is held.

**Exhibit**

Three-Year Strategic Plan – October 2022



# Kensington Police Protection and Community Services District



## **THREE-YEAR STRATEGIC PLAN**

OCTOBER 2022

# Participants

---

## **BOARD OF DIRECTORS**

Sylvia Hacaj, President

Eileen Nottoli, Director

Rachelle Sherris-Watt, Director

Christopher Deppe, Director

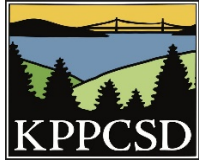
Mike Logan, Vice-President

## **DISTRICT MANAGEMENT STAFF**

Rick Benson, Interim General Manager

## **CONSULTANT**

Martin Rauch, Managing Consultant



**Kensington Police Protection and Community Services District  
2020 STRATEGIC PLAN**

**Strategic Plan Table of Contents**

Participants ..... 0

Introduction ..... 2

Strategic Framework ..... 3

Mission ..... 4

Vision..... 4

Priorities ..... 5

Goals, Objectives, and Implementation Plan..... 6

Summary of the Goals and Objectives..... 7

Monitoring and Oversight ..... 16

Single-Page View of the Core Elements of the Strategic Plan ..... 17

Implementation Plan..... 18

# Introduction

---

## Purpose of the Plan

This three-year Strategic Plan (SBP) is Kensington Police Protection and Community Services District's (KPPCSD's or District's) highest-level planning document. It represents the Board's and Staff's direction for the future. The Plan identifies KPPCSD's Mission and Vision while providing a set of goals and objectives that serve as a framework for decision-making.

The Plan is also a practical working tool that provides clear direction to the Staff regarding the Board's goals and objectives. It includes an Implementation Plan developed by the Staff to meet those goals and objectives. The Board and Staff will regularly refer to it as a guide to KPPCSD's actions during the period covered.

## Plan Development

The strategic planning process was carried out in steps as outlined below.

**Background Research.** The consultants began by holding discussions with Staff and reviewing selected documents.

**Confidential Interviews.** This was followed by a series of confidential interviews carried out by the consultant. The goal is for the interviewees to candidly express their interests and perspectives on the District and its priorities. The interviewees included the Board of directors, General Manager, Interim General Manager, Police Chief, and Legal Counsel.

**Strategic Planning Workshop.** The interviewees also participated in a workshop. At the workshop, the group reviewed the results of the interviews, undertook several exercises to examine the District's current state, identified issues and opportunities expected to confront the District in the future, and discussed priorities.

**Staff Implementation Plan.** The management team and consultant developed a staff implementation plan designed to meet the Mission of the District and strategic goals and objectives.

# Strategic Framework

---

KPPCSD built the Strategic Business Plan from a series of logical and integrated components, described below.

**Mission.** The mission statement explains why the organization exists. It articulates the organization's essential work in a brief sentence or two.

**Vision.** The vision articulates what the organization will become at a given time in the future. It is the strategic target that, when achieved, fulfills the organization's Mission.

**Values.** Values provide guidance when an organization is faced with challenging decisions that require trade-offs, help govern attitudes and behaviors, and generally remain constant over time. The Board sets values.

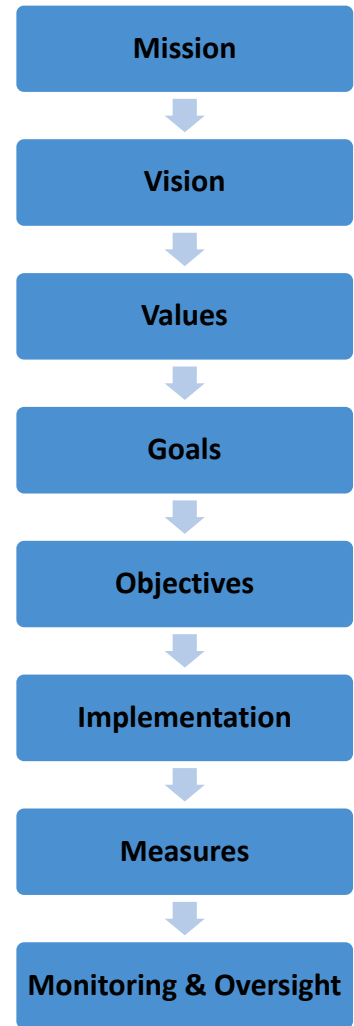
**Goals.** Goals describe broad, primary management, operations, and planning areas that need to be addressed to accomplish the Mission. Goals are not connected to timelines.

**Objectives.** Objectives are specific directions established by the Board, which expand upon and refine the goals. There may be multiple objectives for each goal. Objectives are related to goals but more specific, measurable, attainable, and have a time frame.

**Implementation Plan.** The Implementation Plan contains actions required to accomplish the Mission, goals, and objectives. The actions in the Plan are assigned to members of the Leadership Team and have timelines. There may be multiple tasks for each objective.

**Measures.** Staff will develop measures to provide insights into progress in achieving the objectives. Progress will be tracked, analyzed, used to adjust the course where appropriate, and reported to the Board.

**Monitoring/Oversight.** Actions developed that will be taken by the Board, Leadership Team, and Staff to ensure that the Plan is implemented and updated over time.



# Mission

---

The Mission was pre-existing and not evaluated for change in this process.

The Mission of KPPCSD is to provide services that enhance the community of Kensington.

# Vision

---

**Kensington Police Protection and Community Services District will proactively provide:**

**First-Class Police Services** — Kensington Police Department is housed in a modern, welcoming building, and is properly equipped. The Department cost-effectively provides first-class policing and excellent customer service. Police collaboration with citizens and community partners creates meaningful relationships that sustain a safe environment for all.

**Quality Parks and Responsive Recreation Services** — With the oversight of a permanent Parks Manager and long-term financial planning, Kensington’s parks and community facilities are modern and clean, serving the community as go-to resources for recreational activities.

**Excellent Communication with the Community** — Customers understand and support the District and understand how to get their questions answered and request services.

**Productive and Collaborative Board and Staff** — The District workforce is fully staffed and has low turnover. It is an engaged, trained, experienced, and satisfied workforce that feels supported by the Board and Management.

**Well-Managed Long-Term Financial Planning** — The District uses long-term financial planning to effectively and efficiently use its revenue to create value for its residents through its parks, police and waste management services.

**Clear and understandable administrative processes** — This includes a system for emergencies and a climate change adaptation plan, allow the District to run efficiently and adapt to changes.

# Priorities

---

The narrative below summarizes this Plan's priorities. This summary is provided to help the reader to understand the goals, objectives better and work plan items on the following pages.

**The single highest priority is to invest in Staff to provide a stable, quality, and fully staffed workforce.**

Without a stable, experienced, and motivated staff, none of the goals and priorities of this Plan can be achieved. First, and most important is to hire and retain an excellent general manager. Building a stable staff may require new recruiting approaches, changes to the Board/Manager roles and relationships, improved compensation and benefits, and more.

**Well Maintained Infrastructure, clear board direction, and well-managed, long-term finances are other priorities.**

- Well maintained infrastructure. This includes the development or lease of permanent offices, and up-to-date technology and equipment for the entire District, including the Police Department
- Clear Board direction to Staff on goals and priorities.
- The District is generally on strong financial ground. However, the Board has something of a scarcity mindset and the District can afford to do bigger things than it does. As a result, assets are underfunded. The District needs a plan for managing finances in a way that allows it to most effectively fund operations, staffing, facilities, and equipment.



# Goals, Objectives, and Implementation Plan

---

The following pages contain goals and objectives for the coming ten years. Staff developed implementation actions to fulfill these Board-level goals and objectives. This Plan focuses only on key areas where there is a change or a desire for additional clarity of direction. Numerous existing and ongoing initiatives, programs, and actions are not incorporated into this Plan.

The goals and objectives are presented on the following pages. They, along with the Mission, vision and values, represent the core strategic direction provided in this Plan.

## Introductory Notes

**Key Areas of Change.** This Strategic Plan focuses only on key areas where there is change or a desire for additional clarity of direction. Numerous existing and ongoing initiatives, programs, and actions are not incorporated into this Plan.

**Priorities.** The notation “(High)” after an action indicates a high-priority action. A high priority is defined as a “must do” that is not receiving adequate attention from staff due to inadequate resources or a new or additional effort for Staff to undertake to fulfill a critical goal or objective. Some actions are urgent in terms of timing but are not necessarily a high priority. For example, it is urgent to get out payroll in the next few weeks but not a high strategic priority, just a workaday task.

**Timing.** Goals and objectives marked “annually” or “ongoing” will be reported on at least once each year during the budget planning season. This will allow the General Manager to use the feedback received from the Board when preparing the new fiscal year budget.

**Implementation.** Staff developed a complete set of initiatives to implement the goals and objectives. The implementation actions are summarized on the following pages, indicated by third-level numbering (such as 1.1.1) with non-bold type.

# Summary of the Goals and Objectives

---

To come once the goals and objectives are finalized.

## **GOAL 1. STAFFING: Motivated, Stable Staff with the Tools, Training and Experience to Properly Serve the Public**

**District-Wide Strategic Challenge.** Maintaining continuity of leadership is identified as one of the most important elements that could benefit the District. However, the District has not successfully hired and retained a long-term general manager in the past year or so. The challenge is in making the position desirable enough for a person to stay. One element is that maintaining clear and productive Board and Manager roles and relationships has been a challenge in the past. On the other hand, the District has made strides in clarifying its organization's structure, but additional work remains to ensure a long-term stable staff with the right people, training, and processes in place. For example, there is no one assigned to oversee the parks.

**District-Wide Strategic Response.** The District is reconsidering the salary, benefits, and terms, in seeking to hire a long-term manager. The Board will continue to refine how it works with the manager to ensure there are clear roles and a productive relationship. The next long-term manager, will optimize the organizational structure and ensure there is a staff member responsible for effectively overseeing the parks.

**Police Staff Challenge:** There is a need for full police staffing and ability to maintain it over time with, for example, succession planning. If the Department were to lose even one or two people, that would be a large percentage of the workforce. Historically it has been hard to recruit new good officers. Having a permanent building may help with this as will increasing salaries. Having a small department is challenging -

**Police Strategic Response.** The Department will develop processes to deal with the challenges of having a small force, such as cross-training staff and having non-sworn officers take over some tasks (e.g. welfare checks, security checks) or safety full-time, which would allow the Department to prioritize the police-specific roles. Staff will maintain a clear separation between the reporting of district and police roles. The Board will provide clear strategic direction on its vision and priorities for the Department.

The objectives below must be consistently carried out to achieve the goal above.

### **OBJECTIVE 1.1. A long-term, experienced and capable Manager is in place.**

1.1.1 Develop competitive benefits package that will attract quality mid-career generalists.

[Responsible, date]

1.1.2 Contract with a professional recruiter to find quality candidates. [Responsible, date]

1.1.3 Hire a permanent General Manager who will remain with the District for several years or more. [Responsible, date]

1.1.4 Develop or obtain a permanent headquarters for the staff and the Police Department.

[Responsible, date]

1.1.5 Develop and implement successor training for qualified internal staff to elevate to higher positions. [Responsible, date]

### **OBJECTIVE 1.2. Management and staff roles and responsibilities are clearly defined and followed.**

1.2.1 Update the strategic plan annually so there are always Board goals. [Responsible, date]

- 1.2.3 General Manager develops individual work plan and target completion dates for all staff reporting to the General Manager. [Responsible, date]
- 1.2.4 General Manager provides regular reports at Board Meetings on the status of priorities and significant projects. [Responsible, date]
- 1.2.5 Board provides ongoing direction on the topics, amount of detail and timelines of reporting on priorities and significant projects in (3.2.4). [Responsible, date]
- 1.2.6 Prepare and fund enhanced development and training program for administrative personnel. [Responsible, date]

**OBJECTIVE 1.3 Administrative and management processes and policies are well defined, documented, and followed.**

- 1.3.1 Conduct review of all policies and procedures of the Board of Directors every three years, [Responsible, date]
- 1.3.2 Change procedures as needed and consider changes at least once each year. [Responsible, date]
- 1.3.3 Distribute copies of procedures and policies to all management staff and include in training materials. [Responsible, date]
- 1.3.4 The General Manager shall develop an assignment and follow-up process with target dates to assure that all Board decisions and directions are completed. [Responsible, date]
- 1.3.5 Prior to negotiations for an updated Police Officer Association Memorandum of Understanding determine whether the lead negotiator will be the General Manager or a consultant. [Responsible, date]
- 1.3.6 General Manager shall meet annually or more often with City Managers of neighboring cities to improve communication and explore areas of mutual cooperation and improved efficiencies. [Responsible, date]

**OBJECTIVE 1.4 The right people, with the right training, and experience are in place.**

- 1.4.1 GM will determine on an ongoing basis that the workload is appropriate for each position's responsibilities and objectives. [Responsible, date]
- 1.4.2 GM will annually review salaries to keep pace with changing market and economic conditions and will recommend changes, as appropriate, to the Board of Directors. [Responsible, date]
- 1.4.3 GM will annually conduct performance evaluations of all positions reporting to the GM. Originals of all evaluations will be placed in the employee's permanent personnel file. [Responsible, date]
- 1.4.4 Develop annual goals for each management position as determined by the General Manager. These individuals shall be evaluated partly based on accomplishing these goals. [Responsible, date]

**OBJECTIVE 1.5 Provide appropriate staffing and expertise for all necessary functions and responsibilities of the District**

- 1.5.1 Police Department – Oversee hiring and promotional practices to assure excellent candidates are hired and promoted. [Responsible, date]

- 1.5.2 Administrative Staff – General Manager hires, supervises and promotes administrative staff positions and develops efficient internal processes to promote the accomplishment of goals and effectiveness of communications. [Responsible, date]
- 1.5.3 Park Services – Provide management, janitorial , scheduling, security, and vegetation/tree management recommendations and coordination for all outdoor services owned by the District. [Responsible, date]
- 1.5.4 Recreation Services – Assist with the contract coordination to operate the recreation program for the District. [Responsible, date]
- 1.5.5 Reorganization – the General Manager will periodically recommend reclassifications and reorganizations to improve organizational functioning and improve services to the community. [Responsible, date]
- 1.5.6 Employee Benefits – Add competitive benefits to attract and retain excellent staff. [Responsible, date]
- 1.5.7 Prepare annual calendar of known events for the District for the following calendar year and place an update on the District website. [Responsible, date]

**OBJECTIVE 1.5 Provide Full-Service Human Resources Function**

- 1.5.1 Human Resources – Hire an employee, contract with an experienced firm, or contract with another public agency to provide full HR services including salary administration, complete recordkeeping and personnel files, benefits administration, recruitment and hiring, positions and budget, onboarding, training, performance evaluation monitoring and management, posting of legal notices and announcements, and labor relations as needed. [Responsible, date]
- 1.5.2 Prepare annual human resources report to the Board listing all positions, salary ranges and providing a cost history of retirement and other major personnel costs.

## **GOAL 2. GOVERNANCE: Cohesive Board, Focused on Setting Policy**

**Strategic challenge.** The Board has made significant progress in its transparency, communication, and how it conducts its board meetings. In general, board members are responsible, honest, and aware. The relationship between the board and police rank and file is strong. However, its communication of goals, priorities, and feedback with the General Manager needs improvement.

**Strategic response.** The Board will continue to work on improving its governance and focus on developing clearly defined and productive roles and relationships with the General Manager.

The objectives below must be consistently carried out to achieve the goal above.

### **OBJECTIVE 2.1. The Board is stable and representative of the Kensington community**

- 2.1.1 Educate the community about the role of the Board and opportunities for service.  
[Responsible, date]

### **OBJECTIVE 2.2. The Board provides clear direction and priorities for the District and Police Department to the General Manager**

- 2.2.1 Assign the Board President as the direct liaison to the General Manager and act in a lead capacity in consulting on near- and long-term issues. [Responsible, date]

### **OBJECTIVE 2.3. A thoughtful and helpful process is utilized by the Board to evaluate the General Manager**

- 2.3.1 Hire a facilitator to set a plan and pattern for the performance evaluation and facilitate the first one [Responsible, date]

### **OBJECTIVE 2.4. Board processes and policies are well defined, understood, documented, and followed.**

- 2.4.1 SAMPLE. Develop annual Board Agenda calendar listing anticipated dates for reoccurring Board reports and actions. [Responsible, date]
- 2.4.2 Develop and implement a Board Agenda follow-up process summarizing board decisions and directions after each Board Meeting and identifying lead staff handling each item and target completion dates. [Responsible, date]

## **GOAL 3. FINANCE: Well-Planned Long-Term, Stable Finances that Meet Community Needs**

**Strategic challenge.** With respect to finances, the day-to-day operations, including payroll, budgeting, and financial reporting, have improved greatly, the District still needs a long-term investment strategy, to address things such as bonds for pensions and new requirements for the community center that require investments. The landscape and lighting districts are underfunded and the general fund must make up the difference. The District is generally on strong financial ground. However, the Board has something of a scarcity mindset and the District can afford to do bigger things than it does. As a result, assets are underfunded. The District needs a plan for managing finances in a way that allows it to most effectively fund operations, staffing, facilities, and equipment.

**Strategic Response.** The District will develop a long-term financial plan.

The objectives below must be consistently carried out to achieve the goal above.

### **OBJECTIVE 3.1: Finances are managed based on a comprehensive, long-term financial plan.**

- 3.1.1 Annually prepare five-year financial projections. [Responsible, date]
- 3.1.2 Annually prepare a one-year, two-year or three-year budget. [Responsible, date]
- 3.1.3 Annually prepare capital improvement budget to fund repair and/or replacement of all major capital assets. [Responsible, date]
- 3.1.4 Prepare capital budget for replacing computers, office equipment, and furnishings. [Responsible, date]
- 3.1.5 Annually prepare five-year financial projections. [Responsible, date]
- 3.1.6 Research annual grant opportunities and develop a process to evaluate and apply for these possible grants. [Responsible, date]
- 3.1.7 Develop an annual budget calendar listing target dates for all major budget preparation and review milestones. [Responsible, date]
- 3.1.8 Develop goals and performance measures for major programs to be included in the operating budget. [Responsible, date]
- 3.1.9 Develop budget update and follow-up process for all major budget goals. [Responsible, date]
- 3.1.10 Prepare annual recommended mid-year revision to the approved budget. [Responsible, date]

## **GOAL 4. FACILITIES, EQUIPMENT AND TECHNOLOGY: Well Maintained Facilities, Technology, and Equipment that Meet Staff and Community Needs**

**Strategic challenge.** Neither the Staff nor Police have permanent offices with potentially significant impacts for staff effectiveness and providing a known location that customers can come to for service. In addition, the current technology infrastructure may not meet long-term community needs, surveillance systems, fi-fi, ride-sharing, autonomous vehicles, taking police reports via, zoom, etc.

**Strategic Response.** The District will evaluate long-term needs, develop appropriate asset management and technology plans that meet evolving needs, and develop and implement plans for succession, backup, and redundancy.

The objectives below must be consistently carried out to achieve the goal above.

**OBJECTIVE 4.1. The District is housed in efficient, modern, long-term offices that meet District needs and is acceptable to the community.**

4.1.1 Develop a plan for long-term options for District Offices prior to the expiration of the two-year lease of the modular office in El Cerrito. [Responsible, date]

**OBJECTIVE 4.2. Facilities are upgraded and maintained based on a properly funded, proactive asset management plan.**

4.2.1 Develop a long-term depreciation and funding plan to cover future office costs and possible building construction/relocation. [Responsible, date]

**OBJECTIVE 4.3 Technology purchases, training, and upgrades are guided based on a multi-year, properly funded technology plan.**

4.3.1 Develop and update multi-year technology plan. [Responsible, date]

4.3.2 Transfer key records and historical documents to digital format and make them available on the District website. [Responsible, date]

4.3.3 Improve internet capabilities among District facilities. [Responsible, date]

**OBJECTIVE 4.4 Community Center management.**

4.4.1 Hire a contractor or staff member to handle janitorial, room set-up, security, and repairs for the room. [Responsible, date]

4.4.2 Assign and train a current staff member rental management, financial oversight and cash flow, handling deposits, etc. [Responsible, date]

4.4.3 Obtain, long-term funding for replacement of hardscape, appliance, equipment, building, utility costs, etc. [Responsible, date]



## **GOAL 5. TECHNOLOGY: Current, Cost Effective, secure, that Meet Staff and Community Needs**

**Strategic challenge.** Neither the Staff nor Police have permanent offices with potentially significant impacts for staff effectiveness and providing a known location that customers can come to for service. In addition, the current technology infrastructure may not meet long-term community needs, surveillance systems, fi-fi, ride-sharing, autonomous vehicles, taking police reports via, zoom, etc.

**Strategic Response.** The District will evaluate long-term needs, develop appropriate asset management and technology plans that meet evolving needs, and develop and implement plans for succession, backup, and redundancy.

The objectives below must be consistently carried out to achieve the goal above.

### **OBJECTIVE 5. The District is housed in efficient, modern, long-term offices that meet District needs and is acceptable to the community.**

- 5.1.1 Information Systems - Hire an employee, contract with an experienced firm, or contract with another public agency to provide full computer coordination, hardware management, help desk liaison, replacement schedule and funding, coordination of Board meetings, and technology management for all procedures and hybrid meetings. [Responsible, date]
- 5.1.2 Consider hiring a contractor or training a person on staff to act as webmaster and to oversee social media, [Responsible, date]
- 5.1.3 Assign and train the clerk to set up the room for meetings. [Responsible, date]

## **Goal 6. CUSTOMER SERVICE AND ENGAGEMENT: The District Meets Community Needs**

**Strategic Challenge.** Public Outreach: The District has earned the Transparency Certificate from California Special Districts Association, but additional outreach work needs to be done. There is a perception that most customer don't really understand or know the District. There is also the need to maintain ongoing productive relationships with the Fire District, the County, and East Bay MUD to coordinate. Customer Service. Park services and police services must evolve and grow over time to meet customer needs and expectations.

**Strategic Response:** To provide clear board direction, ensure adequate resources and up-to-date services, the District will develop and implement annual or multi-year plans for key services and outreach.

The objectives below must be consistently carried out into the future to achieve the goal above.

### **OBJECTIVE 6.1. A planned, budgeted and Board approved outreach and engagement plan guides outreach actions.**

6.1.1 Maintain an accurate and timely Public Records Act Request process

### **OBJECTIVE 6.2. Park and Recreation Services meet the current needs of the community.**

6.2.1. Prepare Police Department Annual Report.

6.2.2 Contract with an experienced writer to prepare and publish a quarterly newsletter available to all residents.

### **OBJECTIVE 6.3. There is clear Board direction encouraging and defining the police's role in community engagement and outreach.**

6.3.1. With the assistance of the General Manager and Police Chief, the Board will hold an annual workshop focused on updating the direction to the Police Department.

### **OBJECTIVE 6.4 The District is prepared appropriately to mitigate significant incidents and threats (fires, shortages, earthquakes, cyber-attacks, climate change, pandemics, etc.).**

6.4.1 Conduct regular emergency preparedness drills in conjunction with neighboring police and fire departments and county emergency services.

# Monitoring and Oversight

---

Below are the actions that the Board will take, Leadership Team, and Staff to ensure that the Plan is implemented and updated over time.

## Communicate and Lead

The General Manager and Police Chief will meet with all employees to review the Plan and make sure everyone understands their responsibility within the Plan.

Report progress on strategic goals and objectives at least annually to the entire Staff.

The Management will actively implement the Work Plan.

## Evaluate

Evaluate General Manager and Police Chief performance based in part on their implementation of the Strategic Plan Goals and Objectives.

## Resource Allocation and Oversight Reflect Goals and Objectives.

Staff will reference Strategic Plan items on Board meeting agendas as appropriate.

Align the budget to the strategic goals and objectives.

Board will consider the Strategic Plan when they deliberate

The Board, with staff and, if needed, consultant support, will review and update the Strategic Plan every other year and roll it forward.

## Update the Plan

Formal Review and update of the goals and objectives every three years or as needed.

Updates the Staff implementation plan as appropriate over time.

# Single-Page View of the Core Elements of the Strategic Plan

This will be updated with your info when ready

<b>MISSION</b>					
<b>VISION</b>					
<b>GOALS</b>					
<b>OBJECTIVES</b>					

Left Intentionally Blank

# Implementation Plan

---

The implementation plan was developed by Staff to fulfill the strategic direction set by the Board through the Mission, Vision, Values, Goals, and Objectives. It is shown on the following pages.

FY21 – Each fiscal year is July 1 to June 30 of the year named, in this case 2021.





# Kensington Police Protection and Community Services District

#### BOARD OF DIRECTORS

Sylvia Hacaj, President  
Eileen Nottoli, Director  
Christopher Deppe, Director  
Rachelle Sherris-Watt, Director  
Mike Logan, Vice-President

#### INTERIM GENERAL MANAGER

Rick Benson

And Tony Constantouros

Prepared by:



**rauch**  
communication  
consultants inc.

[www.rauchcc.com](http://www.rauchcc.com)



Date: October 13, 2022  
To: Board of Directors  
From: Ann Danforth, General Counsel  
Subject: Amendment to Conflict of Interest Code (Policy 1035)

---

**Recommendation and Rationale:**

Adopt Resolution No. 2022-24 Adopting a new Appendix A to Policy 1000, to comply with State Law requirement to biennially review and update as necessary the District's list of officials required to disclose their financial interests.

**Background:**

The Political Reform Act (Government Code §§ 81000, et seq., the "Act") requires state and local government agencies to adopt conflict of interest codes. The Fair Political Practices Commission ("FPPC") has published a model Conflict of Interest Code at 2 California Code of Regulations § 18730 that public agencies can incorporate into their codes by reference. The Act further requires that each agency add to their individual codes a current list of positions that must file financial disclosures. The agency must review this list at least every two years and update it as needed.

The full text of Section 18730, together with any amendment thereto, may be found at:

<https://www.fppc.ca.gov/the-law/fppc-regulations/regulations-index.html> .

The District adopted its current Conflict of Interest Code on December 12, 2019, as part of Policy 1000. Policy 1035 adopts the FPPC's model code. On December 10, 2020, the Board adopted a new Appendix A, updating the list of required filers.

**Discussion and Analysis:**

Since 2020, the District's organization has experienced the following changes that affect the positions named in the current List of Required Filers:

1. In 2021, the Board eliminated the Finance Committee
2. The District recently changed the name of the "Business and Finance Manager" position to "Finance Director."

The attached draft Resolution would update the Appendix A to reflect these changes

**Fiscal Impact:**

None.

**Exhibits:**

- Draft Resolution No. 2022-24



**RESOLUTION NO. 2022-24**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES  
DISTRICT AMENDING ITS CONFLICT OF INTEREST CODE BY  
ADDING A NEW APPENDIX A TO POLICY 1000 OF THE POLICIES  
AND PROCEDURES MANUAL**

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

*WHEREAS*, on at its regular meeting on December 12, 2019, the Board adopted a Policy 1000, which includes Policy 1035, the District’s Conflict of Interest Code, and Appendix A to Policy 1000, which lists those District officials required to file financial disclosures; and

*WHEREAS*, on December 10, 2020, the Board adopted Resolution No. 2021, which updated Appendix A to Policy 1000; and

*WHEREAS*, a Conflict of Interest Code requires a current list of positions that must file financial disclosures; and

*WHEREAS*, the District has made several administrative changes that affect the list of required filers; and

*WHEREAS*, on October 13, 2022, the Board considered the draft amendment replacing Appendix A to Policy 1000, took public testimony and decided to adopt the draft new Appendix A.

NOW, THEREFORE, THE BOARD OF DIRECTORS DOES RESOLVE AS FOLLOWS:

1. The amendment to Policy 1035, Appendix A, attached hereto and incorporated herein by reference, is hereby adopted.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, on Thursday, the 13<sup>th</sup> day of October 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

---

Sylvia Hacaj  
President, Board of Directors

I HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the regular meeting of said Board held on Thursday, the 13th day of October 2022.

---

Lynelle M. Lewis  
District Clerk of the Board

---

Anthony Constontouros  
Interim General Manager

## EXHIBIT A TO POLICY 1000

### CONFLICT OF INTEREST CODE of the Kensington Police Protection & Community Services District

#### Designated Officials, Employees and Consultants

[Adopted October 13, 2022]

Designated positions shall file statements of economic interests with the District as provided below. If the designated position manages investments for the District, such official shall file the original of the statement with the Fair Political Practices Commission and file a copy with the District; all other designated positions shall file their statements with the District. The District shall retain said documents for the period required by applicable records retention regulations. Statements of Economic Interests are public records available for public inspection.

**DESIGNATED POSITIONS:** The designated positions listed below are required to file Form 700 Statements of Economic Interests disclosing certain personal financial interests. These positions are required to file the applicable individual schedules to report investments, business positions, sources of income and interests in real property located in the District's jurisdiction. The applicable schedules to be filed for each position are based on the disclosure category assigned to the designated position.

Designated Positions	Disclosure Category
Board Member	1
General Manager	1
Employees with limited decision-making authority, such as purchasing, contracting for services, and/or making recommendations to the District Board or General Manager: <ul style="list-style-type: none"><li>• Chief of Police</li><li>• Clerk of the Board</li><li>• Finance Director</li></ul>	2
General Counsel	1
Consultant	3

**DISCLOSURE CATEGORIES:**

**Disclosure Category 1:** Persons in this category shall disclose:

- A. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries, or of any landed owned or used by the District.
- B. Investments or business positions in or income (including gifts, loans and travel payments) from sources that provide, plan to provide, or have provided in the last two years facilities, goods, software, hardware, or services, including consulting services, to the District, or are engaged in the acquisition of real property within the District.

**Disclosure Category 2:** Persons in this category shall disclose:

- A. All investments, business positions in, and income (including gifts, loans, and travel payments) from sources that manufacture, sell or provide goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the employee's designated department.

**District Category 3:**

- A. Consultants shall disclose pursuant to the broadest disclosure category in the conflict-of-interest code subject to the following limitation: the General Manager may determine in writing that a particular consultant is hired to perform a range of duties that is limited in scope and, thus, is not required to comply with the full disclosure requirements described above, but instead must comply with more tailored disclosure requirements specific to that consultant. Such a determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements.



**Date:** October 13, 2022  
**To:** Board of Directors  
**From:** Tony Constantouros, Interim General Manager  
**Subject:** Fiscal Year 2022-2023 Budget Amendment #1

---

### **Recommendation**

Staff recommends that the Board of Directors adopt Resolution 2022-25 amending the Fiscal Year (FY) 2022-23 budget.

### **Background**

Resolution 2022-16, approved by the Board of Directors on June 30, 2022, established the FY 2022-23 operating and capital budget for the Kensington Police Protection and Community Services District (KPPCSD). The budget provided breakdowns for the Police Department, Parks & Recreation, District Administration, and Waste Removal Administration. A separate section summarized Capital Projects.

Resolution 2022-14, adopted at the June 9, 2022, authorized the adoption of the budget at a Regular or Special Meeting of the Board of Directors.

### **Discussion and Analysis**

The key items in this budget amendment are summarized below and detailed in Exhibit 1 attached to the Resolution. The Fiscal Year (FY 2022-23) Budget Amendments result in total operating revenues of \$4,135,500 and operating expenditures of \$4,291,600, excluding capital. This budget, as proposed, assumes the use of approximately \$156,000 from fund balance to cover the operating deficit.

- The sworn salary budget (account 502) is increased by approximately \$84,300 relative to the Adopted Budget. This proposed amendment captures the wages, including incentives, uniform allowance, and longevity for nine (9) sworn officers, including the Chief of Police and two (2) vacant Police Officer positions. Importantly, these wages include pending negotiated wage increases. To the extent that these positions are not filled, the salary savings will help reduce the District's reliance on fund balance to cover the operating deficit.
- Account 506 (overtime) is reduced from \$200,000 to \$100,000. Salary savings from unfilled vacant positions are sufficient to cover any additional overtime due to backfill. As the vacant positions are filled, there will be less need for overtime.

- Account 521 (medical-active) is increased by approximately \$59,200, reflecting the estimated cost of 2-party medical coverage for vacant positions. To the extent that these positions are not filled, there should be savings in this budget line item.
- Accounts 521R (medical – retiree) and 521T (OPEB Trust) have been adjusted to reflect the results of the District’s most recent Other Post-Employment Benefit (OPEB) actuarial report. These document reflects a total Actuarial Determined Contribution (ADC) of which \$160,400 is pay-go premium payment (521R) and \$151,500 (521T) is a direct contribution to the District’s OPEB Trust.
- Account 527 (PERS – District Portion) was increased by approximately \$69,750 to capture the full Employer Normal Cost for Classic and PEPRAs employees plus the amortization of the Unfunded Actuarial Liability (UAL). The Employer Normal Cost for Classic employees is 23.75% of pensionable pay in FY 2022-23 and the Classic UAL with pre-pay discount is a fixed dollar amount of \$22,394. The Employer Normal Cost for PEPRAs employees is 12.78% in FY 2022-23 and the PEPRAs UAL with pre-pay discount is \$2,110.
- Account 529 was increased by approximately \$117,450 to reflect the full Fiscal Year 2022-23 (through June 30, 2023) debt service for the Pension Obligation Bonds.
- Accounts 545, 546, 547, 548 (GASB 68/75) were removed from the operating budget. These standards only impact the accounting and financial reporting of pension obligations in the District’s audit. Contribution rates and funding requirements are not impacted by this standard. Elimination of these four (4) accounts results in an expenditure reduction (savings) of \$396,800.

A complete list of the FY 2022-23 amendments are attached as an Exhibit to the Resolution authorizing these amendments.

While the FY 2022-23 budget amendment does not adjust the proposed capital budget, it is presented differently to help contextualize the available fund balance. As shown in the table below, the estimated available fund balance at June 30, 2023 (end of the current fiscal year) is approximately \$340,000 after accounting for obligations against fund balance including capital expenditures, projected use of fund balance, and reserve requirements. Importantly, District reserves at the end of FY 2022-23 are projected to be approximately \$1,500,000 or 35% of total operating expenditures.

<b>General Fund Ending Fund Balance as of June 30, 2021 (Actual)</b>	<b>1,991,129</b>
<b>FY 2021-22 Results</b>	
FY 2021-22 Operating Surplus / (Deficit) (Unaudited Actual)	584,589
FY 2021-22 Capital Expenditures	(103,402)
<b>General Fund Ending Fund Balance as of June 30, 2022 (Estimate)</b>	<b>2,472,316</b>
<b>Adjustments</b>	
FY 2022-23 Operating Surplus / (Deficit)	(156,100)
FY 2022-23 Capital Expenditures	(475,000)
<b>General Fund Ending Fund Balance as of June 30, 2023 (Estimate)</b>	<b>1,841,216</b>
<b>Obligations Against Fund Balance</b>	
<i>Reserve (951 - Reserve 5%)</i>	(214,200)
<i>Contingency (952 - Contingency 5%)</i>	(214,200)
<i>25% Reserve (982 - General Fund Reserve)</i>	(1,072,900)
<b><i>Sub-Total Obligations Against Fund Balance</i></b>	<b><i>(1,501,300)</i></b>
<b>Total Projected Available Unassigned Fund Balance June 30, 2023</b>	<b>339,916</b>

Adam Benson, who has assisted the KPPCSD with financial analysis in past years, participated in the formulation of the budget amendment and will be available by zoom to answer questions.

**Fiscal Impact**

The Fiscal Year (FY 2022-23) Budget Amendments result in total operating revenues of \$4,135,500 and operating expenditures of \$4,291,600, excluding capital. This budget, as proposed, assumes the use of approximately \$156,000 from fund balance to cover the operating deficit. The FY 2022-23 amendments result in approximately \$340,000 in available fund balance at the end of the fiscal year after accounting for use of fund balance (\$156,100), capital expenditures (\$475,000), and reserves (\$1,501,300). Total reserves are projected to be approximately 35% of operating expenditures. The budget will be regularly monitored and will include financial reporting to the Board of Directors.

**Exhibit (s)**

- Recommended Fiscal Year 2022/2023 Budget Amendments (Comprehensive)
- Resolution No. 2022 25 – Adopting Amended Budget for Fiscal Year 2022-23
- Adopted Budget June 30. 2022
- Resolution No. 2022 14 – Authorizing Adoption of the Budget for Fiscal Year 2022-23
- Resolution No. 2022 16 – Adopting the Budget for Fiscal Year 2022-23

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT  
2022-23 BUDGET AMENDMENTS  
GENERAL FUND

	2020-21	2021-22		Recommended Amendments	2022-23	2022-23 Budget Amendments Narrative
	Audited Actuals	Unaudited Actuals	2022-23 Adopted Budget		Amended Budget	
<b>REVENUE</b>						
<u>POLICE DEPARTMENT</u>						
400 · Police Activities Revenue						
401 · Levy Tax - County 1% property	2,053,113	2,097,146	2,201,900	0	2,201,900	
402 · Special Tax-Police	685,710	685,710	720,000	0	720,000	
404 · Measure G Supplemental Tax Rev	598,396	621,207	652,300	0	652,300	
410 · Police Fees/Service Charges	12,082	1,250	12,000	0	12,000	
414 · POST Reimbursement	65,000	125,000	125,000	0	125,000	
415 · COPS Grants-Police	119,093	150,210	175,000	0	175,000	
418 · Reimbursements/Refunds	4,307	6,000	6,000	0	6,000	
<b>Total 400 · Police Activities Revenue</b>	<b>3,537,701</b>	<b>3,686,523</b>	<b>3,892,200</b>	<b>0</b>	<b>3,892,200</b>	
<u>PARKS &amp; RECREATION DEPARTMENT</u>						
420 · Park/Rec Activities Revenue						
405 · Measure W Park Grant	2,486	158,358	150,000	(150,000)	0	Removed Measure W Park Grant Revenue
424 · Special Tax-L&L	41,529	43,029	44,400	0	44,400	
427 · Community Center Revenue	1,450	31,038	57,700	0	57,700	
438 · Tennis Court Revenue	647	1,095	1,500	0	1,500	
439 · Contributions for Community Ctr	15,400	15,000	15,000	0	15,000	
<b>Total 420 · Park/Rec Activities Revenue</b>	<b>61,512</b>	<b>248,519</b>	<b>268,600</b>	<b>(150,000)</b>	<b>118,600</b>	
<u>DISTRICT ADMINISTRATION</u>						
440 · District Administration Revenue						
701 · Bond Proceeds	0	0	0	0	0	
456 · Interest-District	3,199	3,500	5,000	0	5,000	
458 · Misc District Revenue	500	8,742	9,700	0	9,700	
<b>Total 440 · District Administration Revenue</b>	<b>3,699</b>	<b>12,242</b>	<b>14,700</b>	<b>0</b>	<b>14,700</b>	
<u>WASTE REMOVAL ADMINISTRATION</u>						
460 · Waste Removal Revenue						
461 - Bay View Franchise Fee 7%	108,250	102,832	110,000	0	110,000	
<b>Total 460 · Waste Removal Revenue</b>	<b>108,250</b>	<b>102,832</b>	<b>110,000</b>	<b>0</b>	<b>110,000</b>	
<b>TOTAL REVENUE</b>	<b>3,711,163</b>	<b>4,050,116</b>	<b>4,285,500</b>	<b>(150,000)</b>	<b>4,135,500</b>	



KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT  
2022-23 BUDGET AMENDMENTS  
GENERAL FUND

	2020-21	2021-22	2022-23	Recommended	2022-23	2022-23 Budget Amendments Narrative
	Audited Actuals	Unaudited Actuals	Adopted Budget	Amendments	Amended Budget	
<b>EXPENSE</b>						
<b>POLICE DEPARTMENT</b>						
<b>500 · Police Salaries and Benefits Expense</b>						
502 · Salary - Officers	1,123,016	863,258	1,103,000	84,300	1,187,300	9.0 Sworn FTE; Vacancies @ Top Step; Adds longevity & incentives
506 · Overtime	91,631	166,773	200,000	(100,000)	100,000	Backfill overtime for vacancies will be offset by salary/benefits savings
508 · Salary - Non-Sworn	39,576	31,008	68,100	0	68,100	
509 · Hiring Bonus	0	15,273	20,000	0	20,000	
521-A · Medical/Vision/Dental-Active	147,038	114,393	113,500	59,200	172,700	Adds estimated cost for vacant positions.
521-R · Medical/Vision/Dental-Retired	180,107	178,215	167,600	(7,200)	160,400	Updated per most recent OPEB actuarial report.
521-T · Medical/Vision/Dental-Trust	151,304	247,036	0	151,500	151,500	Updated per most recent OPEB actuarial report.
522 · Officer Life Insurance	5,482	6,682	8,400	1,700	10,100	Adds estimated cost for vacant positions.
523 · SocialSecurity/Medicare-Police	18,012	15,300	15,300	0	15,300	
524 · Social Security - District	104	10,666	11,600	0	11,600	
527 · PERS - District Portion	189,478	164,653	164,000	69,750	233,750	Adds estimated CalPERS costs for vacant positions & UAL payment per Actuarial Valuations
529 · Pension Obln Bond Payment	0	298,399	214,000	117,450	331,450	Adjusted POB Debt Service pursuant to debt service schedule
530 · Workers Comp	30,120	38,183	44,900	0	44,900	
545 - GASB 68 Deferred	0	0	(179,500)	179,500	0	These standards only impact the accounting and financial reporting of pension obligations.
546 - GASB 68 Current	0	0	846,100	(846,050)	50	These standards only impact the accounting and financial reporting of pension obligations.
547 - GASB 75 Deferred	0	0	(343,500)	343,500	0	These standards only impact the accounting and financial reporting of pension obligations.
548 - GASB 75 Current	0	0	73,700	(73,650)	50	These standards only impact the accounting and financial reporting of pension obligations.
<b>Total 500 · Police Sal &amp; Ben</b>	<b>1,990,173</b>	<b>2,149,839</b>	<b>2,527,200</b>	<b>(20,000)</b>	<b>2,507,200</b>	
<b>550 · Police Operating Expense</b>						
552 · Office Supplies and Exp	10,394	7,083	13,300	0	13,300	
553 · Police Equipment and Supplies	1,660	0	28,500	0	28,500	
554 · Traffic Safety	6,773	4,167	32,000	0	32,000	
560 · Crossing Guard	2,941	15,204	17,800	0	17,800	
561 · Fleet Expenses (combines vehicle exp 561,562,563)	16,226	83,256	91,500	0	91,500	
564 · IT and Communications	149,811	150,077	193,300	0	193,300	
568 · Evidence (prior Prisoner/Case Exp./Booking)	4,290	1,094.90	6,000	0	6,000	
570 · Training and Travel Exp	23,376	8,333	25,000	0	25,000	
571 · Records	641	11,579	6,000	0	6,000	
572 · Hiring	8,381	13,333	20,000	0	20,000	
574 · Reserve Officers	517	3,333	3,500	0	3,500	
576 · Dues and Subscriptions	2,294	1,333	5,000	0	5,000	
588 · Telephone	33,261	25,200	30,300	0	30,300	
591 · General Liability Insurance	29,021	31,893	42,100	0	42,100	
592 · Printing & Publications	3,121	4,583	9,200	0	9,200	
593 · Volunteer Programs	0	2,083	2,500	0	2,500	
594 · Community Events	2,341	2,500	5,000	0	5,000	
595 · Legal/Consulting - Police	6,190	20,833	9,000	0	9,000	
599 · Police Taxes Administration	3,015	3,351	5,500	0	5,500	
<b>Total 550 · Other Police Expenses</b>	<b>304,255</b>	<b>389,238</b>	<b>545,500</b>	<b>0</b>	<b>545,500</b>	
<b>TOTAL POLICE DEPARTMENT EXPENSE</b>	<b>2,294,428</b>	<b>2,539,077</b>	<b>3,072,700</b>	<b>(20,000)</b>	<b>3,052,700</b>	

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT  
2022-23 BUDGET AMENDMENTS  
GENERAL FUND

	2020-21	2021-22		Recommended Amendments	2022-23	2022-23 Budget Amendments Narrative
	Audited Actuals	Unaudited Actuals	2022-23 Adopted Budget		Amended Budget	
<b>PARKS &amp; RECREATION DEPARTMENT</b>						
<b>600 · Park/Rec Sal &amp; Ben</b>						
601 · Park & Rec Administrator	0	0	41,500	0	41,500	
602 · Custodian/Cleaning Services	7,900	2,782	45,000	0	45,000	
623 · Social Security/Medicare - Dist	0	0	10,800	0	10,800	
<b>Total 600 · Park/Rec Sal &amp; Ben</b>	<b>7,900</b>	<b>2,782</b>	<b>97,300</b>	<b>0</b>	<b>97,300</b>	
<b>640 · Community Center Expenses</b>						
641 · General Maintenance	889	2,727	3,000	0	3,000	
642 · Utilities-Community Center	7,965	17,891	19,500	0	19,500	
643 · Janitorial Supplies	574	750	1,200	0	1,200	
644 · Landscaping	5,518	12,627	13,000	0	13,000	
645 · General Liab./Workers Comp	6,432	9,003	3,500	0	3,500	
646 · Community Center Repairs	1,230	5,545	7,500	0	7,500	
647 · Legal/Consulting	0	0	25,000	0	25,000	
<b>Total 640 · Community Center Expenses</b>	<b>31,646</b>	<b>48,544</b>	<b>72,700</b>	<b>0</b>	<b>72,700</b>	
<b>650 · Parks</b>						
651 · General Maintenance	10,750	32,117	35,400	0	35,400	
652 · Repairs	3,455	11,859	12,000	0	12,000	
653 · Landscaping	22,928	54,982	55,000	0	55,000	
656 · Utilities	10,781	2,105	2,400	0	2,400	
657 · General Liab/Workers Comp	6,432	8,698	9,600	0	9,600	
658 · Levy Administration	2,244	8,559	9,500	0	9,500	
674 · Tennis Court Maintenance/Repair	21,500	1,500	500	0	500	
659 · Misc Park Expense	139	487	500	0	500	
<b>Total 650 · Parks</b>	<b>78,227</b>	<b>120,308</b>	<b>124,900</b>	<b>0</b>	<b>124,900</b>	
<b>660 · Annex Expenses</b>						
662 · Utilities - Annex	0	0	0	0	0	
665 · Annex General Maintenance	0	0	0	0	0	
666 · Annex Repairs	0	0	0	0	0	
667 · Annex Landscaping	2,975	0	0	0	0	
668 · Misc Annex Expenses	0	0	0	0	0	
669 · Misc Projects	2,000	0	0	0	0	
<b>Total 660 · Annex Expenses</b>	<b>4,975</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL PARKS &amp; REC DEPARTMENT EXPENSE</b>	<b>122,748</b>	<b>171,633</b>	<b>294,900</b>	<b>0</b>	<b>294,900</b>	

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT  
2022-23 BUDGET AMENDMENTS  
GENERAL FUND

	2020-21 Audited Actuals	2021-22 Unaudited Actuals	2022-23 Adopted Budget	Recommended Amendments	2022-23 Amended Budget	2022-23 Budget Amendments Narrative
<u>WASTE MANAGEMENT DEPARTMENT</u>						
701 - Waste Management Expense						
701 - Bay View Franchise Fees Paid to CCC	46,393	44,012	47,300	0	47,300	
702 - Waste Management Program Administration	0	1,200	3,000	0	3,000	
703 - Other Waste Management Expense	0	480	500	0	500	
<b>701 -TOTAL WASTE MANAGEMENT DEPARTMENT EXPENSE</b>	<b>46,393</b>	<b>45,692</b>	<b>50,800</b>	<b>0</b>	<b>50,800</b>	
<u>DISTRICT ADMINISTRATION</u>						
800 - District Administration Expenses						
807 - Salaries	15,084	308,030	384,200	0	384,200	
808 - Payroll Taxes	247,454	22,681	57,700	0	57,700	
809 - Benefits	19,414	43,500	50,500	0	50,500	
810 - IT Contract	15,443	22,231	27,800	0	27,800	
815 - Admin Communications	6,562	3,426	4,300	0	4,300	
816 - Office Supplies	1,399	1,263	1,600	0	1,600	
817 - Postage	493	522	700	0	700	
818 - Mileage Reimbursement	193	247	400	0	400	
819 - Dues/Subscriptions	7,397	8,435	10,600	0	10,600	
820 - Copier Contract	4,379	5,243	6,600	0	6,600	
825 - Board Continuing Ed/Conferences	3,076	3,053	12,500	0	12,500	
826 - Board Meetings (937)	(937)	0	0	0	0	
830 - Legal (District/Personnel)	53,854	38,281	45,000	0	45,000	
831 - Training and Travel (District Admin Personnel)	0	0	6,500	0	6,500	
835 - Consulting	44,150	24,321	35,000	0	35,000	
840 - Accounting/Audit	92,200	89,735	75,000	0	75,000	
850 - Insurance	24,309	34,793	31,900	0	31,900	
851 - Workers Comp	9,402	4,600	4,500	0	4,500	
860 - Election	4,991	0	7,500	0	7,500	
861 - LAFCO	1,729	1,811	2,100	0	2,100	
865 - Police Bldg. Lease	36,603	39,931	48,000	0	48,000	
866 - Bldg Maint/Repair	0	0	3,500	0	3,500	
867 - Utilities	0	0	13,500	0	13,500	
868 - Janitorial	0	0	7,200	0	7,200	
870 - County Expenditures	22,696	24,393	25,000	0	25,000	
891 - COVID	7,198	1,356	0	0	0	
898 - Other Expenses	6,790	757	1,000	0	1,000	
<b>800 - TOTAL DISTRICT ADMINISTRATION EXPENSE</b>	<b>623,879</b>	<b>678,608</b>	<b>862,600</b>	<b>0</b>	<b>862,600</b>	
<b>TOTAL ALL DEPARTMENT EXPENSE</b>	<b>3,087,448</b>	<b>3,435,011</b>	<b>4,281,000</b>	<b>(20,000)</b>	<b>4,261,000</b>	
<u>DEBT EXPENSE</u>						
700 - Bond Issue & Debt Expense						
710 - Bond Administration	8,625	0	0	0	0	
720 - Bond Principal	150,662	0	0	0	0	
730 - Bond Interest	3,202	0	0	0	0	
731 - POB Interest	177,989	0	0	0	0	
975 - Community Center Renovation Loan	30,517	30,517	30,600	0	30,600	
988 - Cost of Debt Issuace	0	0	0	0	0	
<b>Total 700 - TOTAL DEBT EXPENSE</b>	<b>370,995</b>	<b>30,517</b>	<b>30,600</b>	<b>0</b>	<b>30,600</b>	
<b>TOTAL REVENUE</b>	<b>3,711,163</b>	<b>4,050,116</b>	<b>4,285,500</b>	<b>(150,000)</b>	<b>4,135,500</b>	
<b>TOTAL EXPENSE</b>	<b>3,458,443</b>	<b>3,465,528</b>	<b>4,311,600</b>	<b>(20,000)</b>	<b>4,291,600</b>	
<b>Operating Surplus / (Deficit)</b>	<b>252,720</b>	<b>584,589</b>	<b>(26,100)</b>	<b>(130,000)</b>	<b>(156,100)</b>	

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT  
2022-23 BUDGET AMENDMENTS  
GENERAL FUND

	2020-21 Audited Actuals	2021-22 Unaudited Actuals	2022-23 Adopted Budget	Recommended Amendments	2022-23 Amended Budget	2022-23 Budget Amendments Narrative
<b>CAPITAL PROJECTS</b>						
<b>950 - Capital Outlay</b>						
951 - Reserve 5%	0	0	214,200	(214,200)	0	Reflecting reserves as an obligation against available fund balance. See below.
952 - Contingency 5%	0	0	214,200	(214,200)	0	Reflecting reserves as an obligation against available fund balance. See below.
963 - Patrol Car Accessories	213	0	15,000	0	15,000	
965 - Personal Police Equipment-Asset	10,090	0	15,000	0	15,000	
966 - Police Traffic Equipment	0	0	25,000	0	25,000	
967 - Station Equipment	0	0	50,000	0	50,000	
968 - Office Furn/Eq	1,225	462	50,000	0	50,000	
969 - Computer Equipment	6,965	17,380	25,000	0	25,000	
970 - Upgrade Phone System	0	0	25,000	0	25,000	
971 - Park Land	0	0	0	0	0	
972 - Park Buildings Improvement	0	4,240	95,000	0	95,000	
974 - Other Park Improvements	0	26,806	50,000	0	50,000	
978 - Pk/Rec Furn/Eq	0	0	25,000	0	25,000	
982 - General Fund Reserve	0	27,258	2,100,000	(2,100,000)	0	Reflecting reserves as an obligation against available fund balance. See below.
983 - Buidling Temporary Relocation	0	27,256	100,000	0	100,000	
<b>Total 950 - TOTAL CAPITAL PROJECTS EXPENSE</b>	<b>18,493</b>	<b>103,402</b>	<b>3,003,400</b>	<b>(2,528,400)</b>	<b>475,000</b>	
<b>General Fund Ending Fund Balance as of June 30, 2021 (Actual)</b>					<b>1,991,129</b>	
<b>FY 2021-22 Results</b>						
FY 2021-22 Operating Surplus / (Deficit) (Unaudited Actual)					584,589	
FY 2021-22 Capital Expenditures					(103,402)	
<b>General Fund Ending Fund Balance as of June 30, 2022 (Estimate)</b>					<b>2,472,316</b>	
<b>Adjustments</b>						
FY 2022-23 Operating Surplus / (Deficit)					(156,100)	
FY 2022-23 Capital Expenditures					(475,000)	
<b>General Fund Ending Fund Balance as of June 30, 2023 (Estimate)</b>					<b>1,841,216</b>	
<b>Obligations Against Fund Balance</b>						
Reserve (951 - Reserve 5%)					(214,200)	
Contingency (952 - Contingency 5%)					(214,200)	
25% Reserve (982 - General Fund Reserve)					(1,072,900)	
<b>Sub-Total Obligations Against Fund Balance</b>					<b>(1,501,300)</b>	
<b>Total Projected Available Unassigned Fund Balance June 30, 2023</b>					<b>339,916</b>	

**RESOLUTION NO. 2022-25**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICE DISTRICT, ADOPTING AMENDED BUDGET FOR FISCAL YEAR 2022-23**

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

**WHEREAS**, The Board of Directors held a public meeting on the recommended Operations and Capital Budget for Fiscal Year 2022-23 on June 30, 2022, where all interested persons were heard, and

**WHEREAS**, The Board of Directors adopted the Budget on June 30, 2022, for Fiscal Year 2022-23 as presented and amended, and

**WHEREAS**, The Board of Directors adopted Resolution 2022-16 on June 30, 2022, recording the action to approve the Fiscal Year 2022-23 Budget, and

**WHEREAS**, The District staff indicated at the Board Meeting on June 30, 2022, that a budget update, including proposed amendments to the budget for Fiscal Year 2022-23 will be presented to the Board of Directors at a Board Meeting in October 2022, and

**WHEREAS**, the amendments to the budget for Fiscal Year 2022-23 were presented, considered and adopted by the Board of Directors on October 13, 2022.

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

1. The Board of Directors hereby adopts the Budget Amendments for Fiscal Year 2022-23 as presented and approved at this meeting.
2. The Board of Directors incorporates the approved amendments into an updated and official budget for Fiscal Year 2022-23.

**PASSED AND ADOPTED** by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, on Thursday, the 13<sup>th</sup> day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Resolution No. 2022-25

October 13, 2022

Page 2 of 2

---

Sylvia Hacaj  
President, Board of Directors

I HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the Special Meeting of said Board held on Thursday, the 13<sup>th</sup> day of October, 2022.

---

Lynelle M. Lewis  
District Clerk of the Board

---

Anthony Constantouros  
Interim General Manger

Kensington Police Protection & Community Services District

# **2022-2023 General Fund Budget**

Presented By:

Tony Constantouros, Interim General Manager

Lisa Mundis, Finance Director

June 30, 2022

**KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT  
2022-23 BUDGET - GENERAL FUND**

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
	<b>Actual</b>	<b>Actual</b>	<b>Projected</b>	<b>Recommended</b>
<b><u>REVENUE</u></b>				
<b><u>POLICE DEPARTMENT</u></b>				
<b>400 · Police Activities Revenue</b>				
<b>401 - Levy Tax - County 1% property</b>	1,957,714	2,053,113	2,097,146	2,201,900
<b>402 · Special Tax-Police</b>	681,750	685,710	685,710	720,000
<b>404 · Measure G Supplemental Tax Rev</b>	2,107	995	621,207	652,300
<b>410 · Police Fees/Service Charges</b>	9,100	12,082	1,250	12,000
<b>414 · POST Reimbursement</b>	10,000	65,000	125,000	125,000
<b>415 · COPS Grants-Police</b>	168,584	119,093	150,210	175,000
<b>418 · Reimbursements/Refunds</b>	5,195	4,307	6,000	6,000
<b>Total 400 · Police Activities Revenue</b>	<b>3,422,847</b>	<b>3,538,696</b>	<b>3,686,523</b>	<b>3,892,100</b>
<b><u>PARKS &amp; RECREATION DEPARTMENT</u></b>				
<b>420 · Park/Rec Activities Revenue</b>				
<b>405 · Measure W Park Grant</b>	0	2,486	158,358	150,000
<b>424 · Special Tax-L&amp;L</b>	40,195	41,529	43,029	44,400
<b>427 · Community Center Revenue</b>	0	1,450	31,038	57,700
<b>438 · Tennis Court Revenue</b>	160	647	1,095	1,500
<b>439 · Contributions for Community Ctr</b>	5,000	15,400	15,000	15,000
<b>Total 420 · Park/Rec Activities Revenue</b>	<b>45,355</b>	<b>61,512</b>	<b>248,519</b>	<b>268,500</b>
<b><u>DISTRICT ADMINISTRATION</u></b>				
<b>440 · District Administration Revenue</b>				
<b>701 · Bond Proceeds</b>	176,936	0	0	0
<b>456 · Interest-District</b>	15,889	3,199	3,500	5,000
<b>458 · Misc District Revenue</b>	1,024	500	8,742	9,700
<b>Total 440 · District Administration Revenue</b>	<b>202,619</b>	<b>3,699</b>	<b>12,242</b>	<b>14,700</b>
<b><u>WASTE REMOVAL ADMINISTRATION</u></b>				
<b>460 · Waste Removal Revenue</b>				
<b>461 - Bay View Franchise Fee 7%</b>	101,948	108,250	102,832	110,000
<b>Total 460- Waste Removal Revenue</b>	<b>101,948</b>	<b>108,250</b>	<b>102,832</b>	<b>110,000</b>
<b><u>TOTAL REVENUE</u></b>	<b>3,772,769</b>	<b>3,712,157</b>	<b>4,050,116</b>	<b>4,285,200</b>



	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
	<b>Actual</b>	<b>Actual</b>	<b>Projected</b>	<b>Recommended</b>
<b><u>EXPENSE</u></b>				
<b><u>POLICE DEPARTMENT</u></b>				
<b>500 · Police Salaries and Benefits Expense</b>				
502 · Salary - Officers	804,622	1,123,016	832,258	1,103,000
506 · Overtime	186,608	91,631	180,969	200,000
508 · Salary - Non-Sworn	28,061	39,576	27,025	68,100
509 · Hiring Bonus	0	0	15,273	20,000
521-A · Medical/Vision/Dental-Active	118,244	147,038	105,835	113,500
521-R · Medical/Vision/Dental-Retired	160,366	180,107	166,156	167,600
522 · Officer Life Insurance	2,715	5,482	5,512	6,900
523 · SocialSecurity/Medicare-Police	16,967	18,012	14,925	15,000
524 · Social Security - District	0	104	10,529	11,600
527 · PERS - District Portion	381,155	189,478	160,084	164,000
529 · Pension Obln Bond Payment	0	0	233,672	214,000
530 · Workers Comp	67,556	30,120	34,480	44,900
545 - GASB 68 Deferred	(382,475)	(179,521)	(179,521)	(179,500)
546 - GASB 68 Current	739,004	846,045	846,045	846,100
547 - GASB 75 Deferred	(460,960)	(343,527)	(343,527)	(343,500)
548 - GASB 75 Current	247,646	73,643	73,643	73,700
<b>Total 500 · Police Sal &amp; Ben</b>	<b>2,071,757</b>	<b>2,386,813</b>	<b>2,183,359</b>	<b>2,524,800</b>
<b>550 · Police Operating Expense</b>				
552 · Office Supplies and Exp	1,397	10,394	7,083	13,300
553 · Police Equipment and Supplies	398	1,660	0	28,500
554 · Traffic Safety	0	6,773	4,167	32,000
560 · Crossing Guard	10,343	2,941	15,204	17,800
561 · Fleet Expenses	0	16,226	11,000	91,500
564 · IT and Communications	135,755	149,811	150,077	193,300
568 · Evidence	10,126	4,290	5,360	6,000
570 · Training and Travel Exp	12,716	23,376	8,333	25,000
571 · Records	0	641	11,579	6,000
572 · Hiring	13,781	8,381	13,333	20,000

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
	<b>Actual</b>	<b>Actual</b>	<b>Projected</b>	<b>Recommended</b>
574 · Reserve Officers	1,000	517	3,333	3,500
576 · Dues and Subscriptions	4,993	2,294	1,333	5,000
588 · Telephone	6,968	33,261	25,200	30,300
591 · General Liability Insurance	0	29,021	31,893	42,100
592 · Printing & Publications	3,030	3,121	4,583	9,200
593 · Volunteer Programs	0	0	2,083	2,500
594 · Community Events	621	2,341	2,500	5,000
595 · Legal/Consulting - Police	80,543	6,190	20,833	9,000
599 · Police Taxes Administration	4,904	3,015	3,351	5,500
<b>Total 550 · Other Police Expenses</b>	<b>286,573</b>	<b>304,255</b>	<b>321,248</b>	<b>545,200</b>
<b>TOTAL POLICE DEPARTMENT EXPENSE</b>	<b>2,358,330</b>	<b>2,691,068</b>	<b>2,504,606</b>	<b>3,070,000</b>

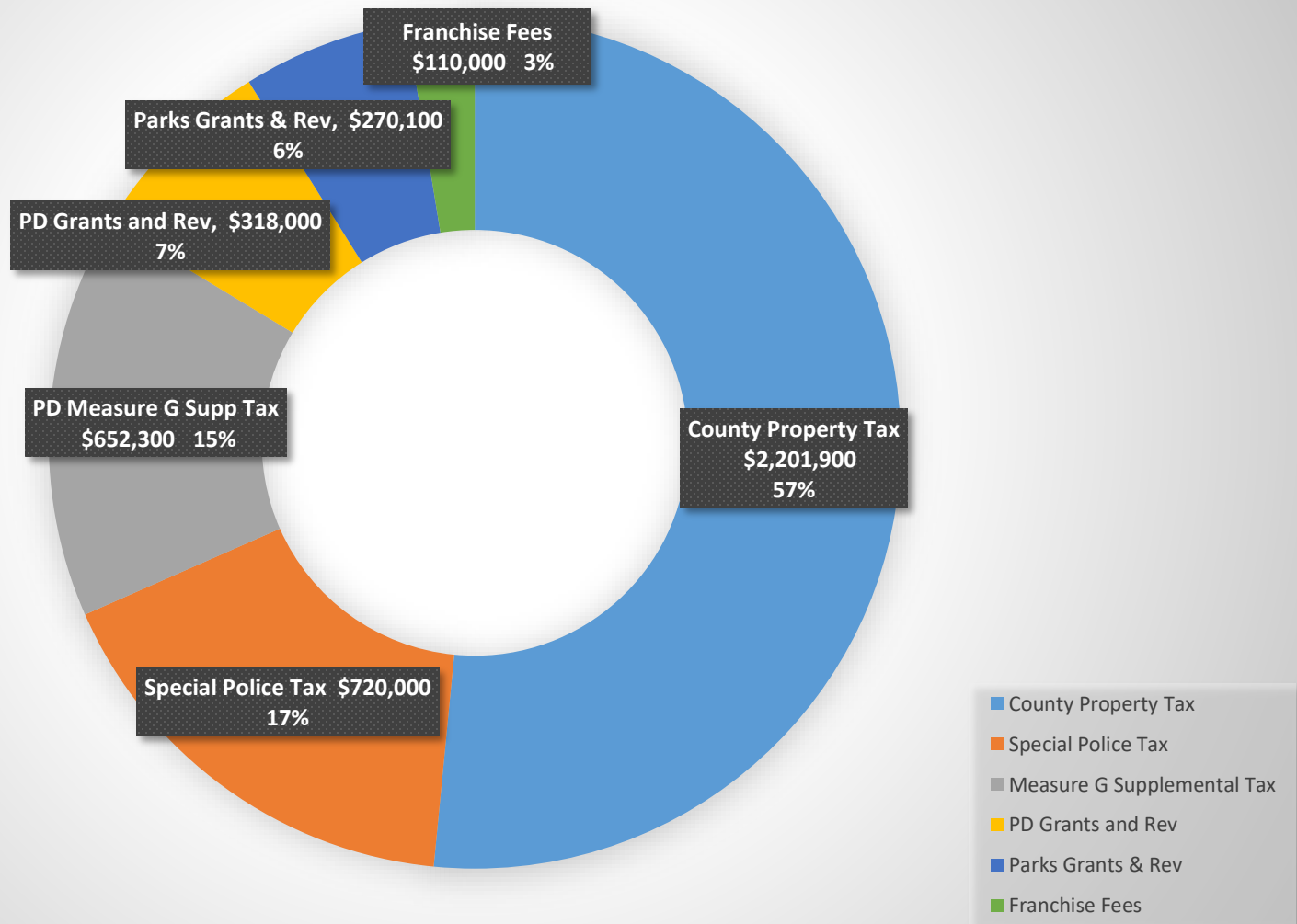
	2019-20	2020-21	2021-22	2022-23
	Actual	Actual	Projected	Recommended
<u>PARKS &amp; RECREATION DEPARTMENT</u>				
<b>600 · Park/Rec Sal &amp; Ben</b>				
601 · Park & Rec Administrator	4,750	0	0	41,500
602 · Custodian/Cleaning Services	4,335	7,900	2,782	45,000
623 · Social Security/Medicare - Dist	0	0	0	10,800
<b>Total 600 · Park/Rec Sal &amp; Ben</b>	<b>9,085</b>	<b>7,900</b>	<b>2,782</b>	<b>97,200</b>
<b>640 · Community Center Expenses</b>				
641 · General Maintenance	600	889	2,727	3,000
642 · Utilities-Community Center	5,680	7,965	17,891	19,500
643 · Janitorial Supplies	126	574	750	1,200
644 · Landscaping	0	5,518	12,627	13,000
645 · General Liab./Workers Comp	0	6,432	9,003	3,500
646 · Community Center Repairs	6,552	1,230	5,545	7,500
647 · Legal/Consulting	0	0	0	25,000
<b>Total 640 · Community Center Expenses</b>	<b>22,854</b>	<b>31,646</b>	<b>48,544</b>	<b>47,600</b>
<b>650 · Parks</b>				
651 · General Maintenance	0	10,750	32,117	35,400
652 · Repairs	153	3,455	11,859	12,000
653 · Landscaping	0	22,928	54,982	55,000
656 · Utilities	2,700	10,781	2,105	2,400
657 · General Liab/Workers Comp	0	6,432	8,698	9,600
658 · Levy Administration	0	2,244	8,559	9,500
674 · Tennis Court Maintenance/Repair	0	21,500	1,500	500
659 · Misc Park Expense	0	139	487	500
<b>Total 650 · Parks</b>	<b>2,852</b>	<b>78,227</b>	<b>120,308</b>	<b>124,700</b>
<b>660 · Annex Expenses</b>				
662 · Utilities - Annex	0	0	0	0
665 · Annex General Maintenance	0	0	0	0
666 · Annex Repairs	0	0	0	0
667 · Annex Landscaping	0	2,975	0	0
668 · Misc Annex Expenses	300	0	0	0
669 · Misc Projects	0	2,000	0	0
<b>Total 660 · Annex Expenses</b>	<b>300</b>	<b>4,975</b>	<b>0</b>	<b>0</b>
<b>TOTAL PARKS &amp; REC DEPARTMENT EXPENSE</b>	<b>35,091</b>	<b>122,748</b>	<b>171,633</b>	<b>269,400</b>

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
	<b>Actual</b>	<b>Actual</b>	<b>Projected</b>	<b>Recommended</b>
<u>WASTE MANAGEMENT DEPARTMENT</u>				
<b>701 - Waste Management Expenses</b>				
<b>701 · Bay View Franchise Fees Paid to CCC</b>	43,692	46,393	44,012	47,300
<b>702 - Waste Management Program Administration</b>	0	0	1,200	3,000
<b>703 - Other Waste Management Expense</b>	0	0	480	500
<b>Total 701 - Waste Management Expenses</b>	<b>43,692</b>	<b>46,393</b>	<b>45,692</b>	<b>50,800</b>
 <u>DISTRICT ADMINISTRATION</u>				
<b>800 · District Administration Expenses</b>				
<b>807 · Salaries</b>	0	15,084	308,030	384,200
<b>808 · Payroll Taxes</b>	211,479	247,454	22,681	57,700
<b>809 · Benefits</b>	16,083	19,414	43,500	50,500
<b>810 · IT Contract</b>	28,863	15,443	22,231	27,800
<b>815 · Admin Communications</b>	5,996	6,562	3,426	4,300
<b>816 · Office Supplies</b>	0	1,399	1,263	1,600
<b>817 · Postage</b>	0	493	522	700
<b>818 · Mileage Reimbursement</b>	0	193	247	400
<b>819 · Dues/Subscriptions</b>	0	7,397	8,435	10,600
<b>820 · Copier Contract</b>	5,523	4,379	5,243	6,600
<b>825 · Board Continuing Ed/Conferences</b>	0	3,076	3,053	12,500
<b>830 · Legal (District/Personnel)</b>	161,083	53,854	38,281	45,000
<b>831 - Training and Travel (District Admin Personnel)</b>	0	0	0	6,500
<b>835 · Consulting</b>	40,832	44,150	24,321	35,000
<b>840 · Accounting/Audit</b>	109,997	92,200	89,735	75,000
<b>850 · Insurance</b>	45,057	24,309	34,793	31,900
<b>851 · Workers Comp</b>	0	9,402	4,600	4,500
<b>860 · Election</b>	0	4,991	0	7,500
<b>861 · LAFCO</b>	0	1,729	1,811	2,100

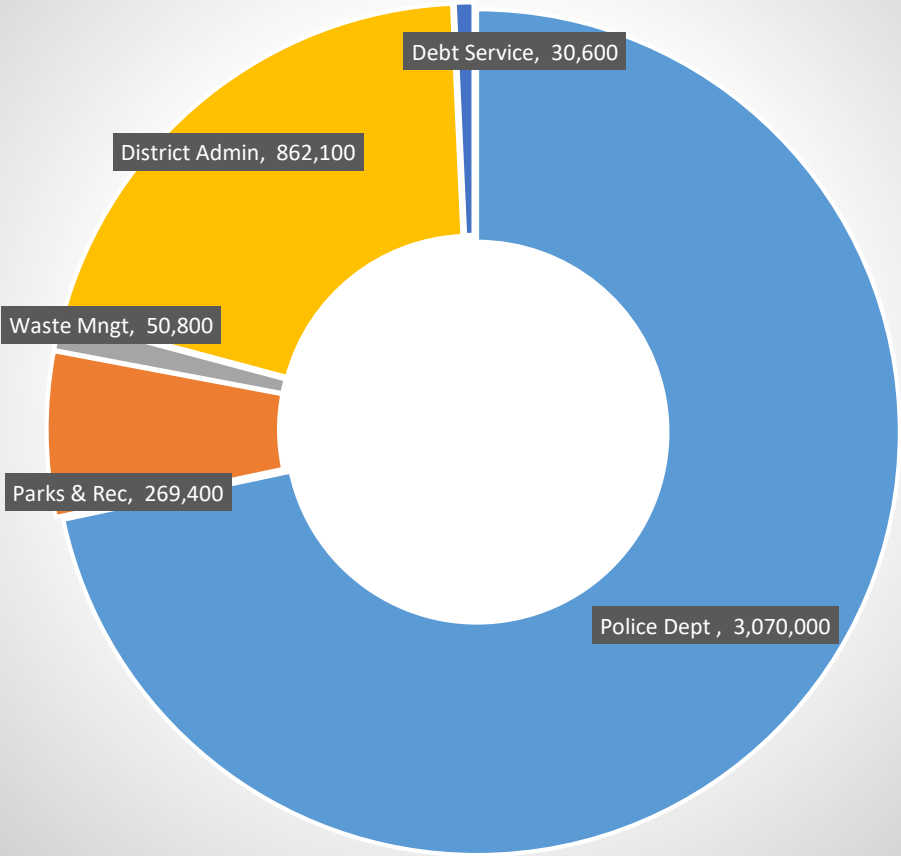
	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
	<b>Actual</b>	<b>Actual</b>	<b>Projected</b>	<b>Recommended</b>
865 · Police Bldg. Lease	36,603	36,603	39,931	48,000
866 · Bldg Maint/Repair	0	0	0	3,500
867 · Utilities	0	0	0	13,500
868 · Janitorial	0	0	0	7,200
870 · County Expenditures	22,355	22,696	24,393	25,000
891 · COVID	132	7,198	1,356	0
898 · Other Expenses	29,739	6,790	757	1,000
<b>800 · TOTAL DISTRICT ADMINISTRATION EXPENSE</b>	<b>713,740</b>	<b>624,816</b>	<b>678,608</b>	<b>862,100</b>
<b>TOTAL ALL DEPARTMENT EXPENSE</b>	<b>3,150,854</b>	<b>3,485,025</b>	<b>3,400,540</b>	<b>4,252,200</b>
<u>DEBT EXPENSE</u>				
<b>700 - Bond Issue &amp; Debt Expense</b>				
710 · Bond Administration	29,531	8,625	0	0
720 · Bond Principal	149,165	150,662	0	0
730 · Bond Interest	7,460	3,202	0	0
731 · POB Interest	0	177,989	0	0
975 · Community Center Renovation Loan	30,517	30,517	30,517	30,600
988 · Cost of Debt Issuace	119,592	0	0	0
<b>Total 700 · TOTAL DEBT EXPENSE</b>	<b>336,265</b>	<b>370,995</b>	<b>30,517</b>	<b>30,600</b>
<b>TOTAL REVENUE</b>	<b>3,772,769</b>	<b>3,712,157</b>	<b>4,050,116</b>	<b>4,285,200</b>
<b>TOTAL EXPENSE</b>	<b>3,150,854</b>	<b>3,485,025</b>	<b>3,400,540</b>	<b>4,282,700</b>
<b>(over)/under</b>	<b>621,916</b>	<b>227,133</b>	<b>649,577</b>	<b>2,500</b>

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
	<b>Actual</b>	<b>Actual</b>	<b>Projected</b>	<b>Recommended</b>
<u>CAPITAL PROJECTS</u>				
<b>950 · Capital Outlay</b>				
951 - Reserve 5%	0	0	0	214,200
952 - Contingency 5%	0	0	0	214,200
963 · Patrol Car Accessories	0	213	0	15,000
965 · Personal Police Equipment-Asset	41,526	10,090	0	15,000
966 · Police Traffic Equipment	3,126	0	0	25,000
967 · Station Equipment	0	0	0	50,000
968 · Office Furn/Eq	766	1,225	504	50,000
969 · Computer Equipment	16,860	6,965	0	25,000
970 - Upgrade Phone System	0	0	0	25,000
972 · Park Buildings Improvement	0	0	4,626	95,000
974 · Other Park Improvements	23,481	0	29,243	50,000
978 · Pk/Rec Furn/Eq	0	0	0	25,000
982 · General Fund Reserve	0	0	27,258	2,100,000
983 - Buidling Temporary Relocation	0	0	0	100,000
<b>Total 950 · TOTAL CAPITAL PROJECTS AND RESERVES</b>	<b>85,759</b>	<b>18,493</b>	<b>61,631</b>	<b>3,003,300</b>

## 2022-2023 General Fund Revenue Sources



# 2022-2023 General Fund Expenses



- Police Dept
- Parks & Rec
- Waste Mngt
- District Admin
- Debt Service



Kensington Police Protection and Community Services District  
2022-2023 Budget Narrative - General Fund

ACCOUNT	DESCRIPTION/SOURCE
<u>POLICE REVENUE</u>	
401 - Levy Tax - County 1% property	Provided by County
402 - Special Tax-Police	Provided by County
403 - Misc Tax-Police	Provided by NBS
404 - Measure G Supplemental Tax Rev	Provided by County
410 - Police Fees/Service Charges	Livescan, tow release, fines, fees
414 - POST Reimbursement	State reimbursement for mandatory training
415 - COPS Grants-Police- OTS Grant	COPS 150K (annual, ongoing), OTS 25K (one time)
418 - Reimbursements/Refunds	Training cancellations, credits, etc
<u>PARKS REVENUE</u>	
405 - Measure W Park Grant	Grants identified for application by Oct 2022
424 - Special Tax-L&L	Provided by NBS, tax services
427 - Community Center Revenue	Based on six months rental data, annualized
438 - Tennis Court Revenue	Increased usage
439 - Contributions for Community Ctr	KCC historical annual payment for use of facilities
<u>DISTRICT REVENUE</u>	
701 - Bond Proceeds	None planned
705 - Transfer from other Funds	Transfer from Reserve, if needed
456 - Interest-District	Bank interest, interest earned on credit accounts
458 - Misc District Revenue	Cumulative, irregular revenue items
<u>WASTE REMOVAL REVENUE</u>	
461 - Bay View Franchise Fee 7%	Received from Bay View Waste

Kensington Police Protection and Community Services District  
2022-2023 Budget Narrative - General Fund

ACCOUNT	DESCRIPTION/SOURCE
<u>POLICE EXPENSES</u>	
502 · Salary - Officers	Fully staffed PD, three new hires at top step
506 · Overtime	Police coverage during staff shortages, extra coverage
508 · Salary - Non-Sworn	Police Administrator \$60K, Admin Assistant Alloc \$8,100
509 · Hiring Bonus	\$10k total per officer, \$4,000 per year per officer
521-A · Medical/Vision/Dental-Active	Benefit Expense
521-R · Medical/Vision/Dental-Retired	Benefit Expense
522 · Officer Life Insurance	Benefit Expense
523 · SocialSecurity/Medicare-Police	Employment Tax
524 · Social Security - District	Employment Tax
527 · PERS - District Portion	District contribution to CalPERS, current. Lower than previous due to staffing and accounting.
529 · Pension Obln Bond Payment	Bond to reduce UAL
530 · Workers Comp	Increase assumes fully staffed PD
545 - GASB 68 Deferred	prior year
546 - GASB 68 Current	prior year
547 - GASB 75 Deferred	prior year
548 - GASB 75 Current	prior year
552 · Office Supplies and Exp	Operations support
553 · Police Equipment and Supplies	Name change, firearms, ammunition, new uniforms \$3x \$3.5K
554 · Traffic Safety	\$25K software offset by grant, \$7K other signs, TEO car logos
560 · Crossing Guard	One guard
561 · Fleet Expenses	Fuel 23K, rep/main 20K, vehicle lease 48.5K
564 · IT and Communications	dispatch, software, rubiconn
568 · Evidence	New category to separate evidence from records
570 · Training and Travel Exp	Combine 576 travel and remove POST reimb
571 · Records	some moved to evidence
572 · Hiring	recruit 3 new officers
574 · Reserve Officers	Outfit new reserve officer
576 · Dues and Subscriptions	Name change. Meals and travel expense moved to 570 - Training and Travel Exp
588 · Telephone	Slight increase for new phone system expense
591 · General Liability Insurance	Increase assumes fully staffed PD
592 · Printing & Publications	Public Comm, Education, Outreach
593 · Volunteer Programs	Policy, Uni, training
594 · Community Events	Public Safety coverage for events in the district
595 · Legal/Consulting - Police	Decreasing due to risk mitigation practices
599 · Police Taxes Administration	NBS, cost of calculating and implementing tax

Kensington Police Protection and Community Services District  
2022-2023 Budget Narrative - General Fund

ACCOUNT	DESCRIPTION/SOURCE
<u>PARKS &amp; RECREATION EXPENSES</u>	
601 · Park & Rec Administrator	No payroll allocated to Admin of P&R
602 · Custodian/Cleaning Services	Consolidation of custodial duties into single line
623 · Social Security/Medicare - Dist	No payroll allocated to Admin of P&R
641 · General Maintenance	Ongoing, usual cost, small tools and parts, hardware, supplies
642 · Utilities-Community Center	Increased usage, increased cost
643 · Janitorial Supplies	Increased usage
644 · Landscaping	Properly maintain grounds
645 · General Liab./Workers Comp	Allocated to other parks expenses
646 · Community Center Repairs	Leaking skylight, lights and screen covers, painting, etc
647 · Legal/Consulting	KCC Contract negotiations
651 · General Maintenance	Increase maintenance to improve condition
652 · Repairs	replace damaged and worn items, benches, trash cans, etc
653 · Landscaping	Improve and maintain vegetation, remove trees
654 · Janitorial Supplies	papergoods, cleaning
655 · Rental	equipment rental for repairs/maintenance
656 · Utilities	Ongoing, monthly expense
657 · General Liab/Workers Comp	Insurance allocation
658 · Levy Administration	NBS, tax calculation and administration
674 · Tennis Court Maintenance/Repair	repair damages, clean, maintain
659 · Misc Park Expense	unexpected, small expenses
662 · Utilities - Annex	Capital Projects Funds to fill expense, as needed
665 · Annex General Maintenance	Capital Projects Funds to fill expense, as needed
666 · Annex Repairs	Capital Projects Funds to fill expense, as needed
667 · Annex Landscaping	Capital Projects Funds to fill expense, as needed
668 · Misc Annex Expenses	Capital Projects Funds to fill expense, as needed
669 · Misc Projects	Capital Projects Funds to fill expense, as needed
<u>WASTE REMOVAL EXPENSES</u>	
701 · Bay View Franchise Fees Paid to CCC	3% of Bay View franchise fee due to County
702 - Waste Management Program Administration	Not previously tracked
703 - Other Waste Management Expense	small expense

Kensington Police Protection and Community Services District  
2022-2023 Budget Narrative - General Fund

ACCOUNT	DESCRIPTION/SOURCE
<u>DISTRICT EXPENSES</u>	
807 · Salaries	New category tracking in 2019
808 · Payroll Taxes	Was used for all salaries until 2021
809 · Benefits	Holiday, Vaca, Sick, PERS
810 · IT Contract	Rubiconn
815 · Admin Communications	Allocation of telephones
816 · Office Supplies	Normally office supplies
817 · Postage	postage
818 · Mileage Reimbursement	employee use of personal vehicle
819 · Dues/Subscriptions	Affiliate memberships, softare subscriptions
820 · Copier Contract	Smile monthly contract
825 · Board Continuing Ed/Conferences	Increase participation in CSDA courses
826 · Board Meetings	Returning to hybrid TBD
830 · Legal (District/Personnel)	Increase doc review for impending move
831 - Training and Travel (District Personnel)	Incease participation in CSDA courses
835 · Consulting	Ongoing projections for temp move, personnel
840 · Accounting/Audit	outsourced accounting and audit
850 · Insurance	Property and Liability
851 · Workers Comp	WC
860 · Election	Election year
861 · LAFCO	Investment Administration Costs
865 · Police Bldg. Lease	\$4000 mo
866 - Bldg Maint/Repair	minimal repair/leased bldg
867 - Utilities	Expense transferred from PD budget
868 - Janitorial	Expense transferred from PD budget
870 · County Expenditures	County Tax Administration Expense
891 · COVID	No ongoing expense, as of now
898 · Other Expenses	*

Kensington Police Protection and Community Services District  
2022-2023 Budget Narrative - General Fund

ACCOUNT	DESCRIPTION/SOURCE
---------	--------------------

BOND EXPENSE

710 · Bond Administration	No current bond expense. Open to bonds to finance capital projects.
720 · Bond Principal	No current bond expense. Open to bonds to finance capital projects.
730 · Bond Interest	No current bond expense. Open to bonds to finance capital projects.
731 · POB Interest	Bond to reduce UAL. \$82K
975 - Community Center Renovation Loan	Annual payment on loan.
988 · Cost of Debt Issuace	No current bond expense. Open to bonds to finance capital projects.

CAPITAL RESERVE EXPENSE

951 - Reserve 5%	3-6 months operating expenses: 354350*3= \$1,063,050
952 - Contingency 5%	3-6 months operating expenses: 354350*3= \$1,063,051
963 · Patrol Car Accessories	1 spare patrol car computer, rear safety lights for fleet \$15,000 total
965 · Personal Police Equipment-Asset	Class A Jacket/Badges/Hats/Vest/ammunition/cleaning/firearms/parts \$15,000
966 · Police Traffic Equipment	Watch Guard in-car camera system \$25,000 for entire fleet
967 · Station Equipment	Weapon & gear storage/evidence safe/security cameras \$25,000
968 · Office Furn/Eq	Outfit 5 office spaces/Workstations for patrol/ misc office equip \$50,000 est.
969 · Computer Equipment	Replace or upgrade existing computers/patrol printer/administrative printer/monitors
970 - Upgrade Phone System	*Immediate Need Sysco System Server access
972 · Park Buildings Improvement	Any facility need within parks
974 · Other Park Improvements	Aging buildings and outdoor structures need replacement/repair/upgrade: Amphitheater, water run-off/flood control, additional service areas
978 · Pk/Rec Furn/Eq	Benches replacement
982 · Building Reserve	21-22 Swatt Miers \$20K 8-21, \$7,256 6-22 Feasibility Study
983 - Buidling Temporary Move	Studies, research, consulting, permits, advisors, legal

**RESOLUTION NO. 2022-16**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICE DISTRICT, ADOPTING THE BUDGET FOR FISCAL YEAR 2022-23**

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

WHEREAS, at the June 30, 2022 meeting of the Kensington Police Protection and Community Services District, the General Manager prepared and submitted to the Board of Directors a Recommended Budget for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023; and

WHEREAS, the General Manager has identified a need for additional staff services related to community center administration and park maintenance activities for the Kensington Police Protection and Community Services District: and

WHEREAS, the Board of Directors held a public meeting on the Recommended Budget on June 30, 2022, where all interested persons were heard.

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

1. The Board of Directors hereby adopts the Budget for Fiscal Year 2022-23 as presented and amended at this meeting.
2. The Board of Directors reclassifies the temporary Administrative Assistant to full-time Administrative Services Assistant at \$35/hour;
3. The sums of money therein set forth are hereby appropriated from revenues of the District to the departments, functions and activities therein set forth for expenditures during the Fiscal Year 2022-23.

Adopted this 30<sup>th</sup> day of June, 2022 by the following vote:

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

NOES: None.

ABSENT: None.

ABSTAINED: None.

---

Sylvia Hacaj  
President, Board of Directors

I HEREBY CERTIFY the foregoing Resolution No. **2022-16** was duly and regularly adopted by the Board of Directors of the Kensington Police Protection and Community Services District at the special meeting of said Board held on Thursday, the 30th day of June 2022.

---

Lynelle M. Lewis  
District Clerk of the Board

---

Tony Constantouros  
Interim General Manager



---

Date: October 10, 2022

To: Board of Directors

From: Anthony Constantouros, Interim General Manager

Subject: Approve KPOA MOU Effective July 1, 2022

---

### **Recommendations**

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

### **Background**

The Kensington police officers have been working without a contract since the most recent Memorandum of Understanding expired June 30, 2021. Negotiations between the KPOA and the former Interim General Manager commenced in March 2022. The contract was originally presented to the Board of Directors at the July 14, 2022, meeting. However, a number of provisions required clarification and further updating.

### **Discussion and Analysis**

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

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

### **Financial Impact**

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



# MEMORANDUM OF UNDERSTANDING

Between

## KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

## KENSINGTON POLICE OFFICERS' ASSOCIATION

~~October 31, 2019~~ **July 1, 2022** until ~~June 30, 2025~~ **July 30, 2021**

This Memorandum of Understanding is made and entered into on    April 14, 2016, between the Kensington Police Protection and Community Services District, Contra Costa County, Kensington, California, hereinafter referred to as "The District", and the Kensington Police Officers' Association, hereinafter referred to as "The Association". It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto. Unless otherwise provided herein, the terms of this Memorandum of Understanding are retroactive to ~~October 31, 2019~~ **July 1, 2022** (the "Effective Date"). ~~This is based upon the Board's prior ratification of the Tentative Agreement with The Association on December 12, 2019.~~ To the extent that this MOU refers to benefits effective upon ratification of the Tentative Agreement, the parties agree that such benefits were effective **July 1, 2022**. ~~December 12, 2019.~~

### ARTICLE I RECOGNITION

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

### ARTICLE II RIGHTS

#### A. **District Rights Include:**

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

classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, including contracting of specified services.

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

**B. Association Rights Include:**

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

ARTICLE III SCOPE OF AGREEMENT

**A. Conditions**

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

**B. Procedure for Meet and Confer**

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

ARTICLE IV HEALTH PLAN BENEFITS/PENSION

**A. Health Plan Benefits Current Employees**

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

The employer will pay through a cafeteria plan 90% of the Kaiser Northern California premium at each level of coverage. The cafeteria plan option shall be integrated with the PEMHCA medical plan benefit. The premium [for active member](#) shall be adjusted annually on or about January 1 of each year of this contract based on changes in Kaiser rates for that year.

### **Eligible Retirees**

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

The District obligation for existing retirees and retirement medical benefit of existing employees who later retire and are entitled to retirement health benefits under PEMHCA rules shall be set at a fixed dollar amount equal to 90% of the 2020 Kaiser Northern California rate or \$125 per retiree per month, whichever is greater. [The rates paid by the District shall be as follows:](#)

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

Upon achieving Medicare eligibility, the District shall pay 90% of the applicable 2020 Medicare rate at each level of coverage or the employee shall pay \$125 per month, whichever leads to a greater retiree contribution.

[Employees employed on or before January 6, 2020 and retirees who were employed on or before January 6, 2020](#) , shall have a vested right to a retiree benefit of their choosing at the fixed dollar amount applicable (e.g. Medicare/non-Medicare) to their personal situation, based upon the flat

dollar amount (90% of the Kaiser rate) established in 2020. This vesting agreement shall be subject to California law and any applicable PEMHCA rules.

### **New Employees**

Employees and retirees hired on or after January 6, 2020 shall receive only the PEMHCA minimum for a retiree health benefit.

### **B. In Lieu or Dual Medical Coverage**

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

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

### **C. Dental and Vision Benefits**

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

### **D. Pension/ Retirement Plan**

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

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

1959 Survivor Benefit  
Benefit

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

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

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

Effective the first full pay period after July 1, 2020, Employees shall contribute 8% of pensionable compensation to the employee's share of pension contributions, and the District shall contribute 1% of the employee's share.

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

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

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

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

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

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

#### **E. Life Insurance**

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

to the employee. The employee shall pay any additional costs over the standard base premium.

**F. Disability Insurance**

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

**G. Deferred Compensation**

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

**H. Contra Costa County Employees' Federal Credit Union**

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

ARTICLE V        SICK LEAVE

**A. Accrual**

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

**B. Termination of Sick Leave**

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

**C. Family Sick Leave**

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

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

**D. Family Care**

The District will adhere to the provisions of the Family Medical Leave Act of 1993 (FMLA), the California Family Rights Act (CFRA), and California Pregnancy Disability Leave (PDL).

**E. Sick Leave Sharing Plan for Catastrophic Illness or Injury**

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

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

ARTICLE VI VACATION AND LEAVES OF ABSENCE

**A. Eligibility**

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

**B. Vacation Accrual**

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

<u>Year(s) of Service</u>	<u>Total Yearly Hourly Accrual</u>	<u>Accrued Hours Per Month</u>
1	104	8.67
2	112	9.33
3	120	10.00
4	128	10.67
5	136	11.33
6	144	12.00
7	152	12.67
8	160	13.33
9	160	13.33
10	168	14.00
11	168	14.00
12	176	14.67
13	176	14.67
14	184	15.33
15	184	15.33
16	192	16.00
17	192	16.00
18	200	16.67
19	200	16.67
20	208	17.33

**A. Use of Vacation:**

1. Workweek Vacation Sign Up - Employees are to sign up for their yearly-allotted vacation time by January 31 in the order of their seniority. (Signup sheet to be posted on or around December 15.) Not to include single day vacation requests, employees must sign up for a minimum of one (1) workweek per vacation selection. Employees shall have the option to pass on one or both selections. Vacation period runs from February 1 through January 31.
2. Single Day Vacations - Employees are allowed one single day vacation per shift page. Request must be turned in a minimum of 72 hours prior to the vacation day and are not to be used during the following holidays: Christmas, New Year's Day and Thanksgiving Day. Note: If two (2) or more employees are away, either on vacation, sick or school, single vacation days shall be allowed only



if it does not incur overtime or present an undue hardship to the department.

3. Remaining Vacations Days - Upon completion of the initial posting of vacations, employees may sign up for additional vacation time on a first come first serve basis. Additional vacation day requests shall be allowed at the discretion of the Chief of Police. It shall be the policy of the department not to cancel days off during the above-mentioned holidays to allow additional vacation day requests.
4. Vacation Accrual Limit - ~~Employees shall be allowed up to 240 hours of vacation. Once that amount of vacation has accrued, however, no further vacation shall accrue until the employee's balance is reduced below 240 hours through the use of vacation leave. Current employees may retain any vacation accrued as of the date of ratification of this contract by the Association and the District without having such accrual counted as part of the 240 hour accrual limit. The Chief of Police may approve vacation carryovers in excess of the 240 hour accrual limit due to staffing shortages and other operational needs of the District. Such excess carryovers shall only be permitted for a one year period.~~ An employee's maximum for vacation accrual shall be two times their annual accrual but shall not exceed 320 hours. Employees are allowed to cash out up to 100 accrued vacation hours, no more than twice annually, once on December 1<sup>st</sup> and once on June 1<sup>st</sup>.
5. Lateral Seniority – Seniority for the purpose of vacation accrual for lateral employees shall be determined based upon overall years of service as a peace officer as described in California Penal Code sections 830.1 and 832.6, or the equivalent legal authority in another state, whether or not with the District. The burden of proof regarding verification of prior employment status shall fall upon the lateral employee.
6. Number of Employees on Vacation - One officer, ~~corporal or sergeant~~ allowed off per team, ~~when at full strength, a maximum of two (2) officers or two (2) corporals or two (2) sergeants may be off on vacation per workday.~~ Department will make every effort to allow assigned vacations when not at full strength. The Chief of Police has the authority to change the number of employees allowed if circumstances warrant it.
7. Vacation at Termination - Employees leaving the district with accrued vacation leave shall be paid the amount of accrued

vacation to the date of termination. Payment for accrued Vacation shall be at the employee's current rate of pay.

8. Effect of Extended Military Leave - An employee who interrupts his or her service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.
  
9. Sick Leave During Vacation - Vacation leave may be converted to sick leave, subject to the review and approval of the Chief of Police, if an employee is injured or sick during his or her vacation for a period in excess of twenty-four (24) hours.
  
10. Transfer of Vacation Time to Bereavement Leave - Vacation leave may be converted to bereavement leave, subject to the review and approval of the Chief of Police, if a death or anticipated death in the immediate family of an employee occurs during that employee's vacation period.
  
11. Leaves of Absence - The Board of Directors has the power to grant leaves of absence with or without pay. The decision is normally based upon the recommendation of the Chief of Police. The Chief of Police has the authority to grant leaves of absence not to exceed three (3) days.
  
12. Bereavement/Emergency Leave of Absence
  - a. Time off, consisting of 40 hours with pay, may be granted to any employee in the event of the death of a member of the employees' immediate family. One day of death leave for deaths occurring to persons not in the immediate family may also be granted at the discretion of Chief of Police.
  
  - b. In addition to the 40 hours, additional hours may be granted at the discretion of the Chief of Police,
  
  - c. Bereavement leave shall not be charged against either vacation or sick leave accumulation.
  
  - d. The Chief of Police shall be notified as soon as possible of any event requiring an emergency leave of absence.
  
  - e. Definition of Family

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

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

**ARTICLE VII SALARIES**

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

Effective ~~October 21, 2019~~ the first full pay period after July 1, 2022, Sworn Employee salaries shall increase by ~~7.5%~~ 8%. ~~In lieu of retroactive payments to the effective date of this agreement, Employees shall receive a one-time non-pensionable lump-sum payment in the amount of two thousand five hundred dollars (\$2500).~~ Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of ~~Captain, Master Sergeant, Sergeant, Corporal,~~ and Officer shall be:

<del>11/1/2020 8%</del>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<del>Captain</del>	\$11,182.70	\$ _____	\$ _____	\$ _____	\$ _____
<del>Master Sergeant</del>	<del>\$ 9,255.25</del>	<del>\$ 9,532.92</del>	<del>\$ _____</del>	<del>\$ _____</del>	<del>\$ _____</del>
<del>Sergeant</del>	<del>\$ 8,065.79</del>	<del>\$ 8,388.40</del>	<del>\$ 8,640.06</del>	<del>\$ 8,985.69</del>	<del>\$ _____</del>
<del>Corporal</del>	<del>\$ 7,994.32</del>	<del>\$ _____</del>	<del>\$ _____</del>	<del>\$ _____</del>	<del>\$ _____</del>
<del>Police Officer</del>	<del>\$ 6,321.20</del>	<del>\$ 6,668.87</del>	<del>\$ 7,035.66</del>	<del>\$ 7,422.62</del>	<del>\$ 7,837.56</del>

<u>7/1/2022 7.5%</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<del>Captain</del>	<del>\$12,877.33</del>	<del>\$-</del>	<del>\$-</del>	<del>\$-</del>	<del>\$-</del>
<del>Sergeant</del>	<del>\$9,288.08</del>	<del>\$9,659.58</del>	<del>\$9,949.37</del>	<del>\$10,347.38</del>	<del>\$10,761.27</del>
<del>Police Officer</del>	<del>\$7,279.12</del>	<del>\$7,679.47</del>	<del>\$8,101.85</del>	<del>\$8,547.44</del>	<del>\$9,025.26</del>

Effective the first full pay period after July 1, ~~2023~~ 2020, Sworn Employees shall receive a salary increase of ~~5%~~ 4.0%. Specifically, the monthly base wage rate salary schedule and compensation

<del>7/1/2020</del> 4%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain	\$11,630.01	\$ —	\$ —	\$ —	\$ —
Master Sergeant	\$ 9,625.46	\$ 9,914.22	\$ —	\$ —	\$ —
Sergeant	\$ 8,388.42	\$ 8,723.94	\$ 8,985.66	\$ 9,345.12	\$ —
Corporal	\$ 8,314.09	\$ —	\$ —	\$ —	\$ —
Police Officer	\$ 6,574.05	\$ 6,935.62	\$ 7,317.09	\$ 7,719.52	\$ 8,151.06

<del>7/1/2023</del> 5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain	\$13,521.20	\$ —	\$ —	\$ —	\$ —
Sergeant	\$9,752.48	\$10,142.56	\$10,446.84	\$10,864.75	\$11,299.32
Police Officer	\$7,643.08	\$8,063.44	\$8,506.94	\$8,974.82	\$9,476.52

Effective the first full pay period after July 1, ~~2024~~ 2021, Sworn Employees shall receive a salary increase of ~~5%~~ 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of ~~Captain, Master Sergeant, Sergeant, Corporal,~~ and Officer shall be:

<del>7/1/2021</del> 3%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain	\$ 11,978.91	\$ —	\$ —	\$ —	\$ —
Master Sergeant	\$ 9,914.22	\$ 10,211.65	\$ —	\$ —	\$ —
Sergeant	\$ 8,640.07	\$ 8,985.66	\$ 9,255.23	\$ 9,625.47	\$ —
Corporal	\$ 8,563.51	\$ —	\$ —	\$ —	\$ —
Police Officer	\$ 6,771.27	\$ 7,143.69	\$ 7,536.60	\$ 7,951.11	\$ 8,395.59

<del>7/1/2024</del> 5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain	\$14,197.26	\$ —	\$ —	\$ —	\$ —
Sergeant	\$10,240.11	\$10,649.69	\$10,969.18	\$11,407.99	\$11,864.31
Police Officer	\$8,025.23	\$8,466.61	\$8,932.28	\$9,423.56	\$9,950.35

**A. Step Increases**

1. Classification - Police Officers
  - a. Step One: Minimum hiring rate.
  - b. Step Two: Employees shall be eligible for advancement to Step Two upon completion of twelve, (12) months employment, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.
  - c. Additional Steps: Employees shall be eligible for advancement to additional steps upon completion of one year at the previous step, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.
2. Classification - Sergeants
  - a. Step One: Minimum hiring rate,
  - b. Steps Two: through Step Four-Employees shall be eligible for advancement to the next higher Step upon completion of twelve (12) months employment in grade, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

**B. Hourly Rate of Pay**

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

**C. Working Out of Class**

Prior approval must be obtained from the Chief of Police in the event an employee covered by this MOU is temporarily assigned the duties of a higher classification. Effective on the first day of temporary assigned duties in the higher classification, the employee shall be paid a \$10 daily stipend if the employee works at least one (1) full day. If the temporary assignment to a higher classification lasts more than thirty (30) days and includes the full range and scope of duties of a higher classification, the employee shall be paid five percent (5%) above their current salary step following the first thirty (30) days. The District shall report temporary upgrade pay

which lasts more than thirty (30) days to CalPERS in accordance with California Public Employees' Retirement Law.

**D. Shift Differential**

Shift differential shall be paid at the rate of three percent (3%) above the base rate for employees who work the 'graveyard shift'. The graveyard shift shall be defined as any regular shift that includes at least 4 hours between midnight and 6:00am.

**E. Field Officer Training Pay**

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

ARTICLE VIII OVERTIME

**A. Overtime Policy - Definition**

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

**B. Compensatory Time Policy - Defined**

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

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

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

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

### **C. Reimbursement for Meals**

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

(12) hours during a single shift.

### **D. Minimum Call-Out Compensation**

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

### **E. Non Call-Out Overtime**

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

### **F. Appearances in Court**

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

### **G. Call-Out Standby**

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

### **H. On-Call Pay**

When any off-duty member of the force is placed 'on-call' by the Police Chief, that member will receive 'on-call' pay equal to one percent (1%) of base pay for the duration of their time 'on-call'.

Employees in a paid on-call status are required to promptly respond to the designated location and arrive within a reasonable period of time after being notified to respond. Reasonable response time shall be the time required to get ready and then drive at normal speeds to the designated duty location (including the need to first stop at the station if necessary). Employees subject to this provision must be able to arrive at the designated duty location within one (1) hour

of notification.

The Chief of Police, or his/her designee, shall determine all Department personnel who are placed in an on-call status. The number of personnel who are on-call may fluctuate with the needs of the Department as determined by the Chief of Police.

## ARTICLE IX EDUCATION / LONGEVITY BENEFITS

### A. **Education Incentive Program**

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

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

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

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

The percentages for possession of a college degree listed above are not cumulative and are calculated on base pay. The employee shall receive only the highest premium for which the employee qualifies under this provision.

### B. **~~Tuition Refund Plan~~ Educational Reimbursement**

~~The District establishes an education pool each Fiscal Year; individual employees shall have the opportunity to draw from this pool to a maximum of five hundred dollars (\$500.00) per year. The money shall be used for tuition, books, materials and supplies. Employees shall be working towards a degree, POST Certificate or taking a class that benefits the District and must complete the course with a passing grade. Employees are not eligible for the benefits set forth in this Section B until they have completed two years of service with the District as full time officers and only if they are working full time at the time they seek to utilize these benefits. The Chief, in his sole discretion, will be allowed to grant an exception from this policy.~~



~~Employees failing to complete the course or failing to receive a passing grade shall reimburse the District the amount paid in full.~~

The District establishes an education pool each Fiscal Year; individual employees shall have the opportunity to draw from this pool to a maximum of two-thousand dollars (\$2,000.00) ~~five hundred dollars (\$500.00)~~ per individual per year. The money shall, be used for tuition, books, materials and supplies. Employees shall be working towards a degree, POST Certificate or taking a class that benefits the District, as approved by the General Manager prior to enrollment. ~~and must complete the~~ The course must be completed with a grade of at least a "B" (or passing if the course if pass/fail) and must be conducted on the employee's personal time. Employees are not eligible for the benefits set forth in this Section B until they have completed two years of service with the District as full-time officers and only if they are working full time at the time they seek to utilize these benefits. The Chief, in his sole discretion, will be allowed to grant an exception from this policy.

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

**C. Training**

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

**~~D. Longevity Incentive Benefit~~ Longevity Pay**

~~The District agrees to provide Longevity Incentive to each member of the Association. There will be an annual bonus of one hundred dollars (\$100.00) for each year of service with the District, beginning with the 10th year of service, to be paid every year at the end of the first pay period in December.~~ Represented employees will receive Longevity Pay of 2.5% of base pay beginning with the 8<sup>th</sup> year of service and an additional 2.5% (5% total) of base pay beginning with the 12<sup>th</sup> year of service.

**ARTICLE X EMPLOYEE ASSISTANCE PROGRAM**

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

**ARTICLE XI CLOTHING ALLOWANCE /SAFETY EQUIPMENT**

**A. Installments- Amount**

The District shall provide a clothing allowance in the amount of one-thousand two hundred dollars (\$1200.00) ~~one thousand dollars (\$1000.00)~~ per year, to be paid in twenty-four (24) installments of \$50.00 ~~\$41.66~~.

The district will provide new hires with their initial uniform and equipment.  
~~Employees hired on or after January 1, 2019 shall be entitled to receive a one-time payment of one thousand dollars (\$1000.00) which shall be used for the Employee's initial purchase of their uniform and equipment.~~

If and when an ~~the new~~ Employee leaves the department ~~voluntarily within six months of their initial hire date,~~ the Employee shall return their uniform(s) and equipment to the District. ~~reimburse the District the one thousand dollar (\$1,000) one-time payment.~~

## **B. Damaged Uniforms**

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

## **C. Safety Equipment**

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

The District also agrees to reimburse members of the Association for safety equipment up to two hundred and fifty dollars (\$250.00) per year each year the officer is employed under this contract. Unused reimbursement funds may be rolled over by individual officers to the following year for the life of the contract, not to exceed seven hundred fifty dollars (\$750.00). The Chief of Police shall review and approve all purchases of safety equipment for which the officer seeks reimbursement before such items are purchased.

## **ARTICLE XII     HOLIDAY PAY**

### **A.     Holidays**

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

## ARTICLE XIII PERSONNEL ACTIONS

### **A. Authority**

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

### **B. Definition of Just Cause**

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

### **C. Definition of Discipline**

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

### **D. Discharge**

The Chief of Police may discharge an employee for just cause. Any employee who has been discharged is entitled to receive a written statement of reasons for such action and shall have ten (10) days in which to respond.

### **E. Suspension**

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

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

### **F. Demotion**

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

**G. Reduction in Departmental Seniority**

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

**H. Right of Appeal to Matters Not Involving Discipline**

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

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

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

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

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

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. The time

lines contained in this Article XII Personnel Actions and Policy 1006 may be waived for a specific time period at any step with the mutual agreement of the parties.

**J. Probationary Periods**

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

**ARTICLE XIII V ANNUITANTS**

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

**ARTICLE XIV NO UNLAWFUL DISCRIMINATION**

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

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

**ARTICLE XVI ACCESS TO FILES**

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

## ARTICLE XVII SCOPE AND SEVERABILITY

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

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

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

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

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

## ARTICLE XVIII DURATION

This agreement shall be in full force and effect from July 1, 2022 ~~October 31, 2019~~, through June 30, 2025 ~~July 30, 2021~~.



---

Date: October 13, 2022

To: Board of Directors

From: Anthony Constantouros, Interim General Manager

Subject: Employment Agreement with Michael Gancasz

---

### **Recommendations**

Approve an At-Will Employment Agreement effective July 1, 2022 with Chief Michael Gancasz and authorize the Interim General Manager to sign.

### **Background**

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

Initially, the former Interim Manager and the Chief had been in discussions regarding the potential agreement since April. The proposed agreement was presented to the Board of Directors at the July 14, 2022, meeting but required further clarification. The proposed agreement has been completed and is attached.

### **Discussion and Analysis**

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

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

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

Employment Agreement with Michael Gancasz  
October 13, 2022  
Page 2 of 2

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

**Financial Impact**

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



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

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

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

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

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1) **Employment:** District hereby offers, and Gancasz accepts, employment as Police Chief of the District on the terms and conditions set forth herein.

2) **Effective Date:** This Agreement’s effective date is July 1, 2022.

3) **Duties:** Gancasz shall perform those duties and have those responsibilities that are commonly assigned to a Police Chief of a City in California as described in Government Code Section 38630, 41601 through 41611 and any successor legislation. Gancasz shall, additionally, perform such other legally permissible and proper duties and functions consistent with the office of Police Chief, as the General Manager shall from time-to-time assign.

4) **Devotion to District Business:** During the term of this Agreement, Gancasz shall not accept any other employment and shall be exclusively employed by District, unless prior written authorization is received from the General Manager, which the General Manager may withhold in that person’s sole discretion. Gancasz shall not engage in any activity which is or may become a conflict of interest, or which may create an incompatibility of office as defined under California law, or which interferes with Gancasz's ability to effectively perform his duties under this Agreement. Gancasz must annually complete financial disclosure forms as required by law.

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

A. **At-Will Employee.** Gancasz serves at the pleasure of the General Manager, and nothing herein shall be taken to prevent, limit or otherwise interfere

with the right of the General Manager to terminate the services of Gancasz with or without cause. There is no express or implied promise made to Gancasz for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Gancasz and the District.

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

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

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

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

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

**The appeal referred to in section 3304(c) shall be before the KPPCSD Board.**

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

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

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

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

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

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

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

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

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

Nothing in this Paragraph 5.G shall impact the right of the Employee in connection with receipt of 4850 pay in the event of a qualifying occupational injury.

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

**6) Salary and Annual Performance Reviews:**

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

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

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

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

**7) Non-Cash Compensation and Benefits:**

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

arising out of or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional or statutory claim against a public agency employer to retirement or pension rights or benefits.

**B. Deferred Compensation Retirement Plan (IRS 457(b) or 401a)**

The District will continue to offer participation in a District-approved Deferred Compensation Plan.

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

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

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

**F. Retirement Medical** For each year of service with the District in any capacity, Gancasz shall be entitled to reimbursement of PEMHCA retirement health benefits equal to 18% of the Kaiser 2020 two-party rate, up to a maximum of 90% of the 2020 two-party rate after five years of employment. Should Gancasz choose not to enroll an eligible dependent or spouse, he shall receive 18% of the 2020 single-party rate for each year of service, up to 90%. Receipt of retirement medical benefits shall be contingent upon retirement directly from District service.

This agreement shall be subject to California law and any applicable PEMHCA rules.

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

**H. Life Insurance** District will provide a \$100,000 life insurance policy. Gancasz shall be responsible for any income tax liability arising out of receipt of benefits provided under this Agreement that exceed the allowable tax-exempt

amounts including, but not limited to excess life insurance, and agrees to hold District harmless and indemnify it for any liabilities, costs and expenses caused by any tax authority relating to these benefits.

**I. Hours of Work, Administrative Leave, Vacation Accrual**

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

J. Gancasz will be provided with sixty (60) hours of paid administrative leave each calendar year of employment. This administrative leave shall not accrue or carry over from one year to the next. Any unused balance of Administrative Leave available as of 12:00 midnight, June 30th, shall be forfeited. Accrued, unused administrative Leave shall have no cash value and shall not be subject to cash out during or upon separation from employment.

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

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

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

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

9) **Business and Professional Expenses**

A. **Dues and Subscriptions** District agrees to budget and pay for the professional membership dues and subscriptions for Gancasz's continued full participation in:

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

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

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

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

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

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

In the event there is a conflict of interest between District and Gancasz such that independent counsel is required for Gancasz, Gancasz may engage their own legal counsel, in which event District shall indemnify Gancasz, including direct payment of all such reasonable costs related thereto. The parties agree that this section shall survive termination of this Agreement and Gancasz's employment with the District.

This section shall apply at the time any such claim, demand, action, loss, or change is made or occurs provided that the act or omission giving rise to the claim occurred during the time that Gancasz was employed by the District.

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

**To District: General Manager  
Kensington Police Protection and  
Community Services District  
217 Arlington Avenue  
Kensington, CA 94707  
[tconstantouros@kppcsd.org](mailto:tconstantouros@kppcsd.org)**

**To Gancasz: Michel Gancasz  
Kensington Police Protection and  
Community Services District  
217 Arlington Avenue  
Kensington, CA 94707  
[mgancasz@kppcsd.org](mailto:mgancasz@kppcsd.org)**

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

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



Agreement shall be valid or binding upon either party.

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

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

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

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

Kensington Police Protection and Community Services District

By: \_\_\_\_\_

Anthony Constantouros, Interim General Manager

Michael Gancasz

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Ann Danforth, General Counsel



Date: October 10, 2022  
To: Board of Directors  
From: Anthony Constantouros, Interim General Manager  
Subject: Administrative Staff Cost of Living Adjustment

---

**Recommendation:**

Approve a 7 ½% cost of living increase to the compensation of specified non-represented administrative staff. This would include the following two positions: Finance and Business Manager and the District Clerk of the Board.

**Background:**

Salaries of the District’s administrative positions were last reviewed in July 2020. Since that time there have been substantial changes in economic conditions. The 12-month San Francisco Consumer Price index (CPI-U) ending in August 2021 was 3.7%; for the 12 months ending in August 2022 was 5.7%.

**Discussion**

The recommended increases are the same proposed in the first year of the KPOA Memorandum of Understanding. Future possible increases will be considered as appropriate and will require approval of the Board of Directors.

Salaries were recently set for the Account Clerk and Administrative Services Assistant and these administrative staff positions are not included in the recommended salary increase. The General Manager position is currently being recruited and also not included. Proposed changes are not applicable to the Interim General Manager.

**Fiscal Impact:**

If approved, the estimated increase in cost to the district is approximately \$11,000 and is included in the adopted budget. The Finance Director is currently \$62.00 per hour. An increase of 7.5% is \$4.65 per hour, bringing the total to \$66.65. The Clerk of the Board is currently paid \$40.00 per hour. An increase of 7.5% is \$3.00 per hour, bringing the total to \$43.00 per hour.



---

Date: October 13, 2022  
To: Board of Directors  
From: Ann Danforth, General Counsel  
Subject: Extension of Contract for Interim General Manager Antony Constantouros

---

**Recommendation:**

Approve extension of Interim General Manager Antony Constantouros' employment agreement.

**Background, Discussion and Analysis:**

The District retained Tony Constantouros as its Interim General Manager on May 22, 2022. This contract expires on October 31, 2022. The District has not yet hired a permanent General Manager and we believe that we are unlikely to have a candidate ready to start work for the District until after the holidays. Accordingly, staff recommends that the Board renew Mr. Constantouros' employment until January 31, 2023.

**Fiscal Impact:**

None. State law requires the District to have a manager and the contract extension does not award any additional compensation.

**Exhibit**

- Draft Agreement Extending IGM Employment Agreement

**INTERIM GENERAL MANAGER  
EXTENSION OF EMPLOYMENT AGREEMENT**

**Recitals**

1. On May 17, 2022, the Kensington Police Protection and Community Services District (hereinafter “District”) entered into an agreement with Anthony Constantouros (“Manager”) for employment as the District’s Interim General Manager (“Agreement”);
2. The Agreement provided for an initial term that would end on October 31, 2022;
3. The District finds it necessary and appropriate to extend the Manager’s Agreement until a new general manager has begun employment with the District.

**Agreement**

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section 5 of the Agreement is hereby revised to read as follows:

**Term:**

Manager’s employment will commence November 1, 2022, and shall continue until January 31, 2023, or the date of earlier termination in accordance with provisions in this Agreement. This Agreement can be amended at any time consistent with Section 16 of this Agreement.

2. The District Board Authorized this Amendment on October 13, 2022.
3. All other provisions of the Agreement remain in full force and effect.

Kensington Police Protection and Community Services District

By: \_\_\_\_\_

Sylvia Hacaj, President

\_\_\_\_\_

Mike Logan, Vice President

Manager

\_\_\_\_\_

Anthony Constantouros,  
Interim General Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Ann Danforth, General Counsel

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

**ATTEST:**

By: \_\_\_\_\_  
Lynelle M. Lewis  
Clerk of the Board

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



Date: October 13, 2022  
To: KPPCSD Board of Directors  
From: Eileen Nottoli and Rachelle Sherris-Watt, Directors  
Subject: Contract for Removal of Diseased, Distressed or Dead Trees in Kensington Park

---

**Recommendation:**

Authorize the Interim General Manager to negotiate and execute a contract with Professional Tree Care Company for removal of specified diseased, distressed or dead trees in the park, subject to the General Counsel's approval as to form.

**Background:**

The past several years of drought have stressed trees in the Park. Monterey pines have a lifespan of 80-100 years, and many were planted in the Bay Area in the 1940's. Many show much more disease and distress since the last survey in 2019. While several tree posing risks to children have been removed or have had limbs removed in the past few years, there remain several large Monterey pines in the Park that are infested with beetles. Many Monterey pines have multiple large branches that are unstable in wind and rain. Many have large branches that loom over areas of the Park where children walk or play and including over the Hilltop playground. Monterey pines tend to drop limbs or fall, especially in wind and rain, and trees with multiple branches are more prone to fall. Monterey pines in the Park have in fact fallen in recent years. The limbs and trunks are heavy and could cause significant injury if they were to fall on children, adults or vehicles.

All the trees with beetles will eventually die and will need to be removed. The difference on whether all the trees listed below should be removed now or later is a matter of opinion between the two arborists. The arborist from Davey took the view that if trees were to fall in rain and wind, the probability of injury would be slight as there would unlikely be children playing in the park at that time. The arborist from Professional was concerned that many of the trees had multiple large branches that could fall at unpredictable times.

**Discussion and Analysis:**

The following table identifies the trees to be removed at various locations.

Contract for Removal of Trees in Kensington Park

October 13, 2022

Page 2 of 3

<b>Tree</b>	<b>Location</b>	<b>Reason</b>
Monterey pine	Along road above Community Center near fire road to Hilltop	Infested with beetles, including roots, and near road where children walk
Two Monterey pines	Below Hilltop and at north end of park	Both are dead
Four Monterey pines plus one below Highland with rot at base	Four along Highland and one below Highland	Infested with beetles and along heavily traveled route with parents, and teachers going to Hilltop. The tree with rot at base is unstable and in an area where children play
Four Monterey pines	Below Highland	Infested with beetles with large branches looming over areas where children play
Monterey pine	Below Hilltop at southwest end	Infested with beetles and adjacent to Hilltop playground
Four Monterey pines	Below Hilltop at southwest end and along road	Infested with beetles and along the road where children walk
Monterey pine	Below Hilltop at midpoint along back of park	Infested with beetles and large limb looms over Hilltop playground
Four Monterey pines	Below Hilltop at midpoint along back of park and along road	Infested with beetles and along the road where children walk
Acacia	Picnic area by Windsor	Dead tree
Four acacia trees	Picnic area by Windsor	Distressed trees
Redwood trees	Picnic area by Windsor	Dying trees
Monterey Pines	Picnic area by Windsor	Leaning over
Monterey Pine	Picnic area by Windsor	Dead
Oak	Walkway by Building E	Exposed roots on hillside

The District received bids from two tree removal companies which are attached. The costs for the removal are as follows:

<b>Tree</b>	<b>Location</b>	<b>Professional</b>	<b>Davey</b>
Monterey pine	Along road above Community Center	\$3,600	N/A
Two Monterey pines	Below Hilltop and at north end of park	\$7,750	\$9,000
Four Monterey pines plus one with rot at base	Four along Highland and one below Highland	\$12,500	\$37,720 plus \$1,680 for a total of \$39,400
Four Monterey pines	Below Highland	\$8,500	N/A

Contract for Removal of Trees in Kensington Park

October 13, 2022

Page 3 of 3

Monterey pine	Below Hilltop at southwest end	\$5,750	\$7,680
Four Monterey pines	Below Hilltop at southwest end and along road	\$4,750	N/A
Monterey pine	Below Hilltop at midpoint	\$2,750	N/A
Four Monterey pines	Below Hilltop at midpoint and along road	\$3,750	N/A
Acacia(s)	Picnic area by Windsor	\$800	See Monterey pine below
Four acacia trees	Picnic area by Windsor	\$1,750	N/a
Redwood trees	Picnic area by Windsor	\$800	See Monterey pine below
Monterey Pines	Picnic area by Windsor	\$2,950	N/A
Monterey Pine	Picnic area by Windsor	\$2,500	\$5,040
Oak	Walkway to Building E	\$2,000	N/A
Total		\$60,150	\$61,120

The difference in price is largely a function of having equipment to do the removal in a timely manner. The trees would be removed to grade. The bid from Davey would leave the wood on site including logs that were too big to be chipped. The bid from Professional would leave chips on site if desired or recycled at the green waste recycle yard in Richmond. Both bids are based on prevailing wages.

**Fiscal Impact:**

This \$61,120 expenditure is within the budget for the 2022-2023 fiscal year.

**Attachments:**

1. September 28, 2022, Proposal from Professional Tree Care Company
2. September 29, 2022, Proposal from Davey Tree Expert Company
3. Photographs of Subject Trees





SBE OSDS Ref. No. 19519  
 California Contractor's No. 676952  
 Classifications: C21, C27, C31, C61/D49  
 FEIN: 94-3226896  
 DIR Registration 1000000343  
 PHONE: 510-549-3954

## PROPOSAL

September 28, 2022

The Professional Tree Care Company is pleased to present this proposal for the:

### Kensington Park

After a detailed inspection of the job site, The Professional Tree Care Company will provide all labor, equipment and materials for the work listed below:

Item No.	DESCRIPTION	COST
1	Remove two Cherry trees to grade in back of Community Center and prune one cherry tree, two Liquidambar trees and one Live Oak	\$500.00
2	Remove two Cherry trees in front of Community Center to grade	\$400.00
3	Remove 30" pine on hillside to right of Community Center to grade and spray chips onto hillside near base of tree. Tree truck to be off hauled <b>PRIORITY 1</b>	\$3,600.00
4	Remove two dead Monterey Pine trees to grade below the school at the northern end <b>PRIORITY 1</b>	\$7,750.00
5	Remove four Monterey Pine trees on Highland and one Monterey Pine below Highland with rot at base to grade <b>PRIORITY 1</b>	\$12,500.00
6	Remove four Monterey Pine trees below Highland to grade <b>PRIORITY 1</b>	\$8,500.00
7	Remove Monterey Pine southwest of school over playground to grade <b>PRIORITY 1</b>	\$5,750.00
8	Remove four Monterey Pine in same area as No. 7 above to grade <b>PRIORITY 2</b>	\$4,750.00
9	Remove 28" DBH Monterey Pine midway down path west of school to grade <b>PRIORITY 1</b>	\$2,750.00
10	Remove four Monterey Pine trees midway down path west of school to grade <b>PRIORITY 2</b>	\$3,750.00
11	Remove dead Acacia tree in picnic area to grade <b>PRIORITY 1</b>	\$800.00
12	Remove four Acacia trees to grade in same area as No. 11 – <b>PRIORITY 2</b>	\$1,750.00



13	Remove two 12" dying Redwood trees in picnic area to grade <b>PRIORITY 3</b>	\$800.00
14	Remove two 12" leaning Monterey Pine trees below south in picnic area to grade <b>PRIORITY 2</b>	\$2,950.00
15	Remove dead 18" DBH Monterey Pine on hill below south picnic table area and above Arlington Road to grade <b>PRIORITY 2</b>	\$2,500.00
16	Remove 30" Live Oak with double trunk along walkway from parking area to Building E to grade <b>PRIORITY 2</b>	\$2,000.00
17	Prune four Live Oak trees across from basketball area. Prune out deadwood, cracked or broken branches and reduce end weight were necessary and shape as much as possible for tree health and safety <b>PRIORITY 4</b>	\$2,200.00
18	Prune Live Oak with twig blight next to swings <b>PRIORITY 4</b>	\$950.00
	<b>TOTAL</b>	\$64,200.00

**EXCLUSIONS: Vehicle and Pedestrian Traffic Control (Except for signs and cones); Dust Control; Posting of No Parking Signs or Resident or Business Alerts**

ACCESS TO STUMPS TO BE PROVIDED BY OTHERS WHENEVER THERE ARE POTENTIAL ISSUES FOR ACCESS.

IF UTILITY LINES ARE FOUND TO BE LOCATED AFTER SITE IS USA'D THE PROFESSIONAL TREE CARE CO. RESERVES THE RIGHT TO ISSUE A CHANGE ORDER THAT REFLECTS THE ADDITIONAL COST OF DIGGING OUT THE STUMPS BY HAND OR BY MECHANICAL MEANS OR BY ISSUING A DEDUCTIVE CHANGE ORDER REMOVING THE STUMP GRINDING FROM THE ORIGINAL PROPOSAL.

IMPORTANT: UNLESS OTHERWISE STATED, THE COSTS SHOWN FOR THE DESCRIBED WORK DO NOT INCLUDE ANY EXTRANEIOUS FEES SUCH AS THE COST FOR DRUG TESTING, TRAINING, PERMITS, FEES, ETC. OR THE APPLICATION FOR ANY PERMITS.

COSTS SHOWN BASED ON PREVAILING WAGE.

COST SHOWN BASED ON WORKING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY. WEEKEND AND/OR NIGHT WORK WILL RESULT IN ADDITIONAL CHARGES UNLESS AGREED TO BEFOREHAND.

COST INCLUDES CLEAN UP AND DISPOSAL OF ALL WOOD AND BRUSH DEBRIS CREATED BY THE WORK WE PERFORM UNDER THIS PROPOSAL. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES.



STUMP GRINDING MATERIAL (INCLUDING MATERIAL GENERATED FROM ROOT PRUNING) WILL BE BACKFILLED INTO HOLES CREATED BY STUMP GRINDING. IN CASES WHERE THERE IS ONLY ROOT PRUNING WORK, MATERIAL, PRICES SHOWN DO NOT INCLUDE THE OFF HAULING OF ROOT PRUNING MATERIAL. PRICE SHOWN DOES NOT INCLUDE OFF HAUL OF ANY STUMP CHIPS REGARDLESS OF THE SIZE OF THE PILE OF CHIPS REMAINING. STUMP GRINDING DOES NOT INCLUDE POT HOLING. PLEASE BE AWARE THAT LARGE STUMPS WILL PRODUCE MORE CHIPS THAN WILL FIT INTO THE HOLE GENERATED BY THE STUMP GRINDING. THESE CHIPS WILL BE PILED ABOVE THE HOLE. EVENTUALLY THEY WILL COMPACT AND FIT INTO THE HOLE. THE EXCESS CHIPS CAN BE REMOVED USING TIME & MATERIAL CHARGES IF DESIRED.

ALL MATERIALS GENERATED FROM SITE WILL BE RECYCLED AT THE GREEN WASTE RECYCLE YARD IN RICHMOND, CA.

THE PROFESSIONAL TREE CARE COMPANY IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES I.E.: GAS, WATER, ELECTRIC, ETC. STUMPS THAT ARE IN CONFLICT WITH UTILITIES WILL NOT BE GROUND UNTIL CONFLICT IS RESOLVED TO THE SATISFACTION OF THE PROFESSIONAL TREE CARE CO.

ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATION WILL BE EXECUTED UPON WRITTEN OR VERBAL ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.

TEN DAYS' NOTICE REQUIRED FOR START OF WORK UNLESS ALTERNATE TERMS HAVE BEEN AGREED UPON.

A handwritten signature in black ink, appearing to read 'Charles Slesinger'. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Charles Slesinger  
Bid Coordinator  
The Professional Tree Care Company



## TERMS AND CONDITIONS

1. PROPOSAL MUST BE ACCEPTED WITHIN 30 DAYS FROM DATE OF PROPOSAL.
2. WORK MUST BE STARTED NO LATER THAN ONE YEAR FROM DATE OF PROPOSAL.
3. PROPOSAL MUST BE MADE PART OF CONTRACT SIGNED BY CONTRACTOR AND SUBCONTRACTOR AND REFERENCED IN THE CONTRACT EITHER AS AN EXHIBIT OR AN ATTACHMENT.
4. PROPOSAL ASSUMES ONE MOBILIZATION
5. THE PROFESSIONAL TREE CARE CO. REQUIRES A WRITTEN CONTRACT PRIOR TO STARTING WORK.
6. THE PRICE OF BONDING IS NOT INCLUDED IN THIS PROPOSAL. OUR BOND RATE IS 2.5% FOR THE FIRST \$100,000; 1.5% FOR THE NEXT \$400,000 AND 1% THEREAFTER.
7. THE PROFESSIONAL TREE CARE CO. REQUIRES TEN WORKING DAYS' NOTICE PRIOR TO SCHEDULING WORK.
8. PAYMENT TERMS: THE PROFESSIONAL TREE CARE CO. MUST BE PAID WITHIN TEN DAYS OF GENERAL CONTRACTOR RECEIVING PAYMENT BY PROJECT OWNER.
9. NO RETENTION SHALL BE HELD FOR TREE REMOVAL OR TREE PRUNING WORK.

I HAVE READ AND UNDERSTAND THE ABOVE "TERMS AND CONDITIONS" AND AGREE THAT OUR QUOTE AND THESE TERMS AND CONDITIONS WILL BECOME PART OF THE CONTRACT IN THE EVENT THE PROFESSIONAL TREE CARE CO. IS AWARDED THE CONTRACT.

GENERAL CONTRACTOR \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME (TYPE OR PRINT) \_\_\_\_\_ DATE \_\_\_\_\_

Client	Service Location	9/29/2022
Kensington Police Protection & Comm Marti Brown 217 Arlington Ave Kensington, CA 94707-1401	Kensington Park Attn Marti Brown 59 Arlington Ave Kensington, CA 94707-1037 Mobile: (707) 704-2688 Email: mbrown@kppcsd.org	Proposal #: 20023065-1664475286 Account #: 7836012 Ship To #: 7836836 Mobile: (707) 704-2688 Email: mbrown@kppcsd.org

**CONTRACT FOR MATERIALS AND SERVICES**

YOU ARE ENTITLED TO A COMPLETED COPY OF THIS CONTRACT, SIGNED BY BOTH YOU AND US (THE CONTRACTOR), BEFORE ANY WORK MAY BE STARTED

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Removal PRIORITY #1 Monterey Pine (near school with basal decay) -Remove to grade. *Leave wood on site*	October	\$1,680.00		\$1,680.00
<input type="checkbox"/> Tree Removal PRIORITY #2 Monterey Pine (2 dead near school) -Remove to grade.	October	\$9,000.00		\$9,000.00
<input type="checkbox"/> Tree Removal PRIORITY #3 Acacia (2), Redwood (dead in lower area adjacent to houses), Monterey Pine (dead) -Remove to grade. -Leave wood on site, broadcast chips.	October	\$5,040.00		\$5,040.00
<input type="checkbox"/> Tree Removal Monterey Pine (4 along road towards school) -Remove to grade. *Broadcast chips on site, leave logs*	October	\$37,720.00		\$37,720.00
<input type="checkbox"/> Tree Removal Monterey Pine (Co-dominant leaders over school) -Remove to grade.	October	\$7,680.00		\$7,680.00
*Priority rank does not guarantee or predict risk of any trees on site*				
*Cost reflects prevailing wage- Maintenance Rates*				
<b>Total of All Services</b>		<b>\$61,120.00</b>	<b>\$0.00</b>	<b>\$61,120.00</b>

Yes, please schedule the services marked above.



The Davey Tree Expert Company  
 2617 S. Vasco Road  
 Livermore, CA 94550  
 Phone: (925) 855-9974 Fax: (925) 855-9973  
 Email: Joe.Berg@davey.com  
 CA Contractor Lic 694001



Client	Service Location	9/29/2022
Kensington Police Protection & Comm Marti Brown 217 Arlington Ave Kensington, CA 94707-1401	Kensington Park Attn Marti Brown 59 Arlington Ave Kensington, CA 94707-1037 Mobile: (707) 704-2688 Email: mbrown@kppcsd.org	Proposal #: 20023065-1664475286 Account #: 7836012 Ship To #: 7836836 Mobile: (707) 704-2688 Email: mbrown@kppcsd.org

\$ \_\_\_\_\_ Deposit Required / \$ \_\_\_\_\_ Deposit Received

**Deposit cannot exceed 10% or \$1,000, whichever is less.**

Upon completion of work, please charge balance to credit card \_\_\_Yes \_\_\_No

Deposit payment options we accept are check or credit card

**To pay by check mail to**

**To pay by credit card call**

The Davey Tree Expert Company  
 2617 S. Vasco Road  
 Livermore, CA 94550



**ACCEPTANCE OF PROPOSAL:**The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

**My signature below signifies my understanding that the contractor has given me "Notice of a Three-Day Right to Cancel".**

*Joseph Berg*

---

Joseph Berg  
ISA Certified Arborist WE-8057A

Authorization

Date

## Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

### Tree Care

**PRUNING:** Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

**TREE REMOVAL:** Removal to within 6" of ground level and cleanup of debris.

**STUMP REMOVAL:** Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

**CLEAN-UP:** Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

**CABLING/BRACING:** Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

### Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

### Tree and Shrub Plant Health Care

**PRESCRIPTION PEST MANAGEMENT:** Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

**INSECT MANAGEMENT:** Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

**DISEASE MANAGEMENT:** Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

### Other Terms and Contract Conditions

**INSURANCE:** Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

**WORKING WITH LIVING THINGS:** As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

**TREE CARE STANDARDS:** All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

**OWNERSHIP OF TREES/PROPERTY:** Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

**TIME & MATERIAL (T&M):** Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

**BILLING & SALES TAX:** All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction.

Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

**UNDERGROUND PROPERTY:** We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

**SCHEDULING:** Job scheduling is dependent upon weather conditions and work loads.

## California Specific Notices

**INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD ("CSLB"):** The Davey Tree Expert Company (we or us) is registered with the CSLB under number 694001. CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB about complaints, disciplinary actions and judgments that are reported to CSLB. File a complaint against an unlicensed or licensed contractor with CSLB generally with four years of the event. For information call 800.321.2752 or visit [www.slb.ca.gov](http://www.slb.ca.gov) or write CSLB, P.O. Box 26000, Sacramento, CA 95826.

**DELAYS:** Our work may be delayed because of weather, as well as unavailability of workers, delay caused by other contractors or government agencies, emergencies or other circumstances unanticipated by or beyond our reasonable control.

**EXTRA WORK:** Extra work will be described in writing, including pricing, and will become part of the contract when signed by the client or the client's agent or representative.

**NOTICE OF MECHANICS LIEN:** A mechanics lien is a claim made against your property and records and recorded with the county recorder. Anyone who helps improve property, but who is not paid, may record a mechanics lien against your property. This includes subcontractors, suppliers, and laborers involved in the improvements to the property. Even if you pay your contractor, an unpaid subcontractor or other party may record a mechanics lien and you could be required to pay twice or have the court sell the property where the work was done to pay the lien. To preserve the right to record a lien, each party eligible to record a lien must provide you with a 20-day Preliminary Notice. This notice is not a lien; it lets you know that a party has the right to record a lien if the party is not paid. Be careful- make sure your contractor pays everyone improving the property before you pay your contractor. You can write joint checks in payment to your contractor and any other party working for your contractor. For more information on mechanics liens go to [www.cslb.ca.gov](http://www.cslb.ca.gov) and search the term mechanics liens.

**STOP WORK/BANKRUPTCY/ASSIGNMENT:** We have the right to stop working for you if any amount due to us is not paid when due. If either party files bankruptcy, the other party has the right to cancel this contract. You may not assign this contract to anyone without our written permission.

**3-DAY RIGHT TO CANCEL:** The Home Solicitation Sales Act requires a seller of home goods or services to give the buyer three (3) business days to cancel the contract. To cancel without penalty or obligation, you must give us written notice by email, fax, mail or other delivery for your decision not to have the work or services performed. If you paid money in advance, we will return your money within ten (10) days of our receipt of your cancellation notice. This cancellation right does not cover emergency repairs or services that you request to be performed on short notice. The right to cancel the contract terminates when we begin working or performing a service and repair contract. If you cancel, you must make available to us to pick up any goods provided by us to you. If we do not pick them up within 20 days, you may retain or dispose of them without further obligation.



**Photos of Dead and Distressed Trees in Kensington Park**

**Monterey Pine Infested with Beetles Along Road to Hilltop and Above Community Center**



**Two Dead Monterey Pines below Hilltop at North end of Park**



**Four Monterey Pines Invested with Beetles Along Highland**



**Monterey Pine Below Highland with Rot at Base**



**Four Monterey Pines Infested with Beetles and With Large Looming Branches**



**Five Monterey Pines Infested with Beetles at Southwest End of Hilltop And Branching Over Roa**



**Five Monterrey Pines Infested with Beetles Midway Along Road from Hilltop and Branching Over Road**



**Acacia Trees By Windsor Picnic Area**



**Redwood Trees  
by Windsor**

**Picnic Area**



**Leaning Monterey Pines by Windsor Picnic Area**



**Dead Monterey Pine by Windsor Picnic Area**



**Oak Along Pathway to Building E**



## DRAFT

**Date:** October 13, 2022

**To:** Board of Directors

**From:** Eileen Nottoli and Rachelle Sherris-Watt, Directors, staff

**Subject:** Recommendations for Kensington Park Improvements

---

**Recommendation:** Review, discuss, amend (as necessary) and approve the attached improvements to Kensington Park. Rank the improvements with a priority of A, B, or C to address as resources permit. Incorporate these expenses into the 2022-23 Budget during the mid-year budget review process and direct staff to oversee and report on progress and completion during the 22-23 fiscal year.

**Background:** Since 2016, the Board began a dramatic series of improvements to Kensington Park. The Community Center was brought to current seismic safety standards and renovated for better functionality and aesthetic appeal. The tennis court was resurfaced and the backboard repaired and repainted. Netting inside the courts was replaced. The fencing of the tennis court was repaired (twice) due to vehicle damage. The playground woodchips have been replenished on a consistent basis. Swings have been repaired. Benches were cleaned and replaced as needed.

For the first time, diseased or dangerous limbs and trees were preemptively removed. Poison oak removal occurred on an annual basis. The staircase from Highland to Building E was replaced, and the storm drain on Highland running into the park was repaired. In collaboration with the Boy Scouts, the staircase from the parking lot to the Community Center was repaired and a handrail and new lighting added. Most recently, the grass area in front of the Community Center has been renovated with the installation of hardware cloth to prevent moles/gophers, new irrigation, and new sod.

Garbage service was increased and the dumpster hidden from view (built in 2015).

Additionally, needed upgrades would make the Park more attractive, usable and safe. As Park usage increases after a few years of Covid and intensely smokey autumns, it seems a good time to invest further in our park.

**Discussion and Analysis:** In general, the Park lacks signage, clear boundaries for the separation of activities and a few misplaced items that could pose safety concerns. The proposed improvements are listed by category, or as you travel from Arlmont to Windsor, from north to south.

**Signage:** Our Park signs are limited, not controlled by the KPPCSD, and/or in need of repair. The Park should have at least two (2) new main signs. One sign should be at the entrance or on Kensington Park Road, possibly directing people to various Park buildings. A second main sign should be a sign at the entrance of the Park on Windsor Avenue.

There should be a covered bulletin board controlled by the KPPCSD near the picnic tables by the playground and by the picnic area closest to Windsor. This would allow for reservations and notices to be posted. A bulletin board attached to the tennis court fencing would be helpful.

There should be at least four (4), "Dogs must be on a leash," signs posted throughout the Park. One at the bottom of the stairs on Highland, one near Building E by the meadow, one at the entrance or near

the Community Center lawn. A fourth sign would be at/near the Windsor entrance. There should also be signs requesting that dogs not relieve on planted areas. This includes the newly landscaped area by the Community Center and at Neilson Park (Coventry and Ardmere).

Two (2) handicapped parking signs should be replaced.

Two (2) rules for tennis and/or pickle ball courts signs should be created.

Ten (10) dog relieving signs

Cost estimate: \$5000-\$5200 (bulletin boards \$2125, new sign \$2000, metal signs \$550, other \$500).

**Branch Removal:** A branch that runs vertically over the Community Center pathway and blocks the view of the flagpole needs to be removed. Mr. Herrera can complete this project in October.

Cost estimate: \$400.

**Flagpole Improvement:** With the removal of the branch mentioned above, a local Boy Scout troop has offered to repair the flagpole. It is badly in need of repair and fresh paint. If this is not authorized and initiated before December, it will need to be professionally bid out.

Cost estimate: \$1000 for paint and snacks for Scouts. Professional service, TBD.

**Planter Improvement:** Planters surrounding the Community Center lawn are made of crumbling blocks and will be replaced with an enclosure that also integrates bench seating. Mr. Herrera can complete this project.

Cost estimate: \$2500-\$5000.

**Bark Replacement and Plantings:** Bark should be replaced in front of the Community Center and alongside the chain link fencing that runs alongside the path around the meadow.

Cost estimate: \$200-\$400.

**Community Center:** Interior door handles were never replaced during the renovation and nine (9) new lever hardware would improve function and fit more securely. Five (5) need to have locking mechanisms with keys, four (4) should not lock.

Cost estimate: \$250-\$500 / 9 handles.

**Garbage/Recycling Cans:** See Staff Report #.



Cost estimate: \$20,034 plus installation (to be paid from solid waste franchise fees).

**Parking Lot Painting:** Restriping of parking spaces, red curbs and a refreshing of the designation on handicapped spaces is needed for the area across from the Annex and adjacent to the meadow and the turnaround area at the end of Windsor Avenue.

This improvement would ideally be completed in conjunction with the addition of safety bollards.

Cost estimate: \$1100, exact estimate needs to be obtained.

**Bollards for Safety:** In the last few years, two cars have overrun the parking area and plunged into the tennis court. Luckily, no one has been injured, but the tennis court fencing was damaged both times and a bench was destroyed had a person been walking on the pathway or a child reading on the bench, serious injury or death could have resulted. Seventeen (17) bollards would be placed to protect the picnic and playground area. We suggest the addition of at least eleven (11) bollards across the parking and turnaround area.

Cost estimate: \$8,850 for seventeen (17), \$15,000 for twenty-eight (28), plus installation.

**Stairs by Annex:** The stairs that run from the fire access road (adjacent to Hilltop) to Kensington Park Blvd are in need of complete replacement. The distance between stairs is no longer uniform and stairs jut out at unpredictable angles.

The cost to replace the stairs on Highland was \$19,000. With an approximate run of 65 feet, we predict that the replacement would be approximately \$20-22,000.

**Electrical Outlet:** Next to the tennis court an exposed electrical outlet sits adjacent to the baby swings. Mr. Herrera is securing the outlet immediately, but it should either be removed or covered in a way that prevents access without authorization. There is also an exposed outlet by Building E that should be secured in a similar manner.

Estimated cost for removal by a qualified electrician: \$500-\$1000.

**Tennis Court Bulletin Board / Court Roller:** The bulletin board outside the tennis court is worn and could be replaced with a longer lasting selection that matches other notice boards in the Park. The court roller is cracking and damaged.

Cost estimate: Court Roller - \$50 - \$120. Bulletin board included with other signs, but estimate alone is \$350 small, \$500 large.

**Pickle Ball Courts:** Pickle Ball has fast been growing as a recreational pastime. Currently, some recreational classes use portable nets to turn a tennis court into a pickle ball court. As the demand grows, it seems that repurposing the backside of one of the tennis courts, currently used only for a backboard, with a functional pickle ball court will expand the use of Kensington Park.

The following is from usapickleball.org

The USA Pickleball Rule Book states that “a total playing surface 30’X60’ is the minimum size that is recommended. A total size of 34’X64’ feet is preferred.” The actual playing lines measure 20’ x 44’. Whenever possible, a north-south orientation should be maintained to minimize the angle of the sun in the player’s eyes.

Asphalt or Concrete both provide an acceptable base for pickleball courts. Make sure to review surfacing requirements before having the base installed, as there are recommended specifications for slope, drainage, and surface finish, and overall construction.

Acrylic playing surfaces are low-maintenance. Outdoor courts benefit from the wind and rain, and very rarely need cleaning. If visible dirt, debris, or organic growth is spotted, cleaning may be performed. Trees, shrubs, and shade can increase the amount of organic growth on a court surface. Surface pressure washers or a push behind floor scrubber may be used, as needed, to clean court surfaces.

Cost of Pickle Ball Court: The estimate is anywhere from \$15-40/square foot.

Cost estimate: Given that we have a level surface, access to power and water, we would predict that our costs would be in the middle of that range suggested, approximately \$25,000-27,000.

**Basketball Court:** The basketball hoops and backboards are useable, but not in pristine shape. The court should be restriped however. The 3-point line is embarrassing, and unacceptable to anyone who lives in the same state as Stephen Curry.

This could presumably be completed at the same time as other parking lot painting.

Cost estimate: included with parking lot painting.

**BBQ Removal:** A BBQ is bizarrely placed at the bottom of the staircase leading from the pathway around the meadow to the basketball court. It should be removed and the concrete filled.

Cost estimate: \$200.

**Bench Replacement:** Two benches sit alongside the basketball court. Broken plastic planks were removed in 2018, but new benches should be placed. This is probably the least vital suggestion of this list, but should not be forgotten.

Cost estimate: \$1500-\$3000.

**Concrete Hillside:** The hillside below the pathway around the meadow is held up with a combination of concrete staircase and wire mesh and concrete encasement. This strange encasement is beginning to show holes and wear. It should be inspected for safety and the tree with exposed roots may need to be removed.

Cost estimate: Inspection \$500.

**Dog Park:** Many evenings, the meadow in front of Building E is being used as an off-leash dog area. This has created a few problems. First, owners are not always waiting for the recreation classes or camps to conclude. Off leash dogs have been running amongst the kids. Secondly, we have received complaints of dogs physically injuring children. (See meeting archives). Parts of the meadow have holes after being dug out due to dogs going after gophers. Lastly, a few dog owners are leaving waste for other park users to step in. All of Kensington Park is dog friendly, but the dog must be leashed. This is in compliance with the laws of Contra Costa County.

In order to support all Park users, Kensington should build a dog park. There is an area adjacent to Windsor Avenue and below the picnic area that could be used. The area measures 27x75. For an added cost, an additional space that measures 25x25 could be utilized as a dog park for small breeds. We would suggest a 6-foot-high fence and a double-gated entrance for maximum safety. The site is accessible to water and electricity. By adding benches, a watering station and disposal containers, the dog park could be a major community asset.

A discussion with Kensington residents who are dog owners would be advised. While we understand that some might not see the need for dramatic change, with social media, a space that is used casually can go from unknown to inundated with one viral post. It seems prudent to be proactive.

Director Sherris-Watt raised this issue with Board and community members in 2015 and it was seen as undesirable at that time.

Mr. Herrera prepared and fenced the Bruce King Memorial Dog Park in El Cerrito. We would want him to oversee all areas of this project.

Cost estimate: \$30,000-\$37,000.

**Stairs from BBQ to Dog Park:** Stairs need to be rebuilt in the area that runs from the two picnic tables to the proposed dog park. It is a distance of approximately 15 feet. Mr. Herrera could complete this work.

Cost estimate: Included with dog park estimate.

**Meadow:** The meadow has several gopher holes which pose a safety concern. The meadow should be renovated by removing existing grass, installing hardware cloth throughout the area, install irrigation, and replant with sod.

Cost estimate: \$4000.

**Building E Repairs:** There is water damage on the west side of the building resulting from prior window replacement that did not include flashing. The roof has been leaking and is in need of repair. The bathroom door may not close correctly. The entire structure should be assessed and repaired as necessary. The new proposed contract with KCC has the KPPCSD taking over responsibility for maintaining the building in order to ensure compliance with government requirements including paying prevailing wages.

Cost estimate: \$36,000–\$75,000.

**Removal of Diseased, Distressed and Dead Trees:** See staff report #.

Cost estimate: \$60,150 (to be paid from solid waste franchise fees).

**Attachments:**

Park Map

Photos from Kensington Park

Photos illustrating suggested improvements

<https://usapickleball.org/wp-content/uploads/2013/06/court-layout-print-version.pdf>

<https://pickleballspots.com/cost-of-installing-pickleball-court/>

<http://el-cerrito.org/Facilities/Facility/Details/Bruce-King-Memorial-Dog-Park-22>

Establishing a dog park: <https://images.akc.org/pdf/GLEG01.pdf>

REVISIONS			
LTR	DESCRIPTION	DATE	APPVD

**OPTIONS**

Bollard Material (3" Nominal Size)

- FSS06000 Sch 10 Stainless Steel
- FSS06040 Sch 40 Stainless Steel
- FSS06080 Sch 80 Stainless Steel
- FCS06040 Sch 40 ASTM A-53 Carbon Steel
- FCS06080 Sch 80 ASTM A-53 Carbon Steel

Stainless Steel Bollard Finish

- Polished #4 Finish
- As Specified \_\_\_\_\_

Carbon Steel Bollard Finish

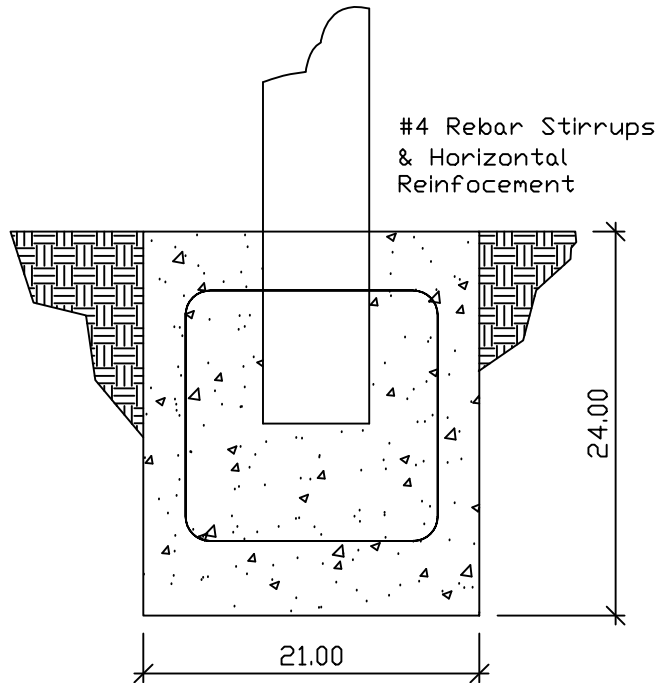
- Powdercoat RAL # \_\_\_\_\_
- As Specified \_\_\_\_\_

Stainless Steel Bollard Material

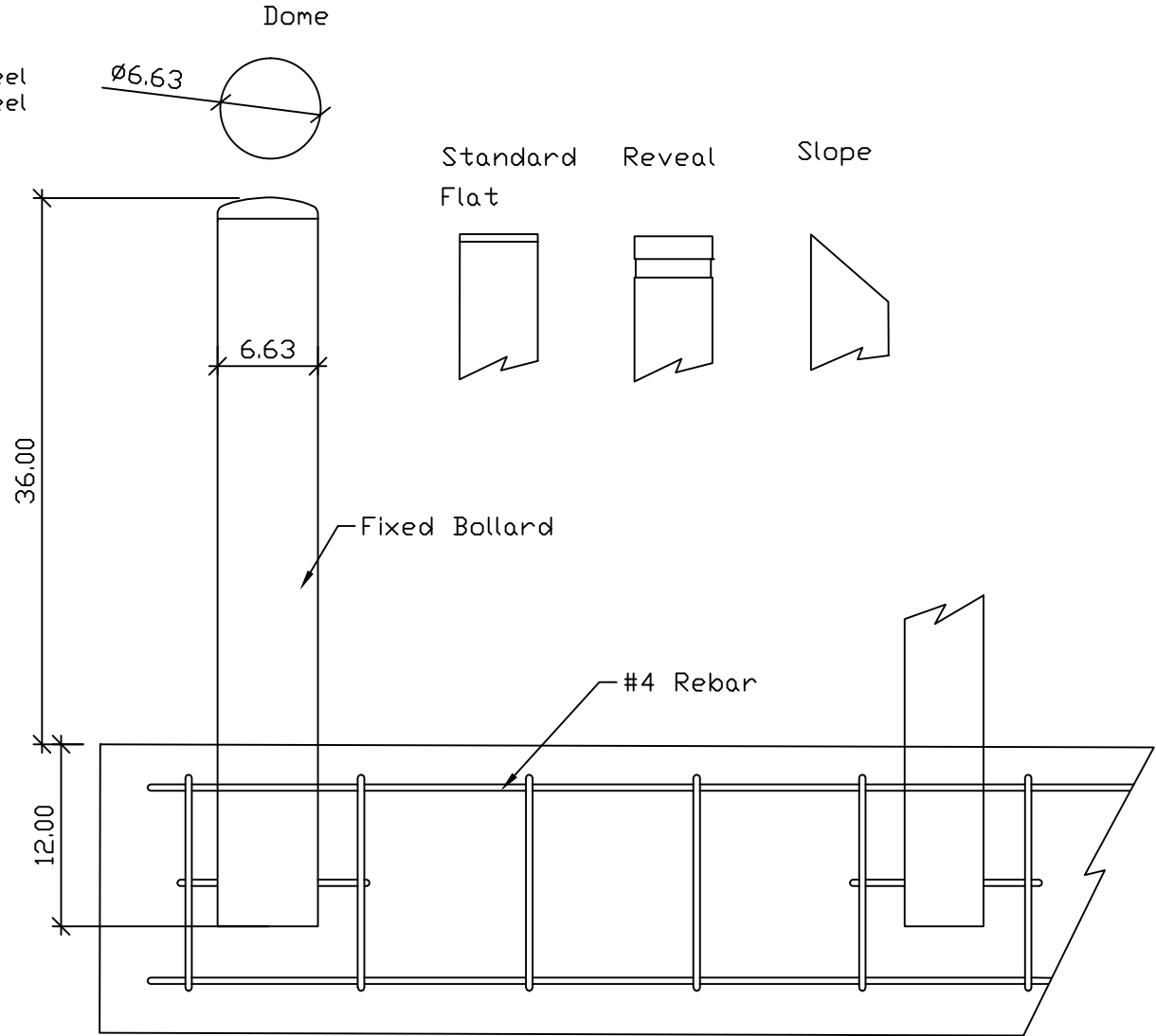
- Type 304
- Type 316

Bollard Cap Style

- Dome
- Standard Flat
- Reveal
- Sloped



END VIEW - FOUNDATION



ELEVATION VIEW - FOUNDATION  
(CONCEPTUAL DESIGN ONLY)

APPLICATION	
NEXT ASSY	USED ON

SERIES NUMBER: XX-S060-XX	CAGE CODE: 6NQJ8	SIZE: 6in	DRAWING NUMBER: 6in Cutsheet Size A - R1
PRODUCT FAMILY: FIXED BOLLARD	DRAWN BY: MJW	DRAWING REV:	
PRODUCT CLASS: STANDARD OR CUSTOMER DEFINED	CHECKED BY:	SHEET: 1 OF 1	
PRODUCT LINE: BOLLARD	APPROVED BY:	RELEASE DATE:	
PRODUCT SUB LINE: FIXED	TITLE: BOLLARD, FIXED		
1-800-BOLLARDS, Inc. 24370 Northwestern Hwy, Suite 250 Southfield, MI 48075 PHONE: 1-800-BOLLARDS WEB: WWW.1800BOLLARDS.COM EMAIL: INFO@1800BOLLARDS.COM			

## Park Photos



Fig. 1 – Replace planter



Fig. 2 - Sign



Fig. 3, 4 –

Proposed/current signs



Fig. 5, 6















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

**KASEP:**

Fall KASEP classes are underway. We had KCC staff and parent volunteers from the advisory board meet students afterschool at the Hilltop flagpole the first 2 weeks of classes so that they could get familiar with where their KASEP classes are located. After the first 2 weeks the students get themselves down the hill to their KASEP classes. We had to cancel 2 kindergarten classes because of low enrollment but all of the other 66 classes filled up.

We are starting to secure classes for the winter session of KASEP beginning January 3<sup>rd</sup>. Registration for fall KASEP is set for Tuesday December 6<sup>th</sup> at 7:00pm for kindergarten and 7:30pm for grades 1-6.

**KCC:**

Bay Cities Pyrotector completed the annual fire alarm check-up at the recreation building on September 30<sup>th</sup>.

KCC Community Picnic is scheduled for October 23<sup>rd</sup> noon to 3:00pm at the Community Center. BBQ tickets can be purchased at the door. The Kensington Library Book Sale at the library and Blessing of the Animals on the big green lawn are also scheduled that day.

**ADULT/OTHER CLASSES:**

Tai Chi with Nobuo Nishi Wednesday and Fridays 9:30-11am. Drop in fee of \$15. Strength & Balance Yoga with Anja Brogstrom Tuesdays 8:30am and Gentle Yoga Thursdays 11:30am Drop in fee of \$20.

We are working on getting some fall and holiday adult art classes set up beginning in November. Puppy training classes will return in the new year.

**TENNIS COURTS:**

Tennis Court reservations are required for weekends by calling the KCC office at 510-525-0292.

\$7 residents and \$10 non-resident for 1 hour of court time; checks can be made out to KPPCSD and left in the KCC office mail box. Weekdays are on a first come first serve basis except during KASEP/Summer camp tennis classes.