

Meeting Minutes for 3/23/17

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, March 23, 2017, at 6:30 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. A Regular Meeting (Open Session) followed.

ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Rachelle Sherris-Watt, President	Bob Deis
Eileen Nottoli, Vice President	Ann Danforth
Sylvia Hacaj, Director	Peter Liddell
Len Welsh, Director	Mabry Benson
	Linda Lipscomb
	Karl Kruger
	Paul Dorroh
<u>Staff Members</u>	Larry Nagel
Rickey Hull, IGM/COP	
Lynn Wolter, District Administrator	
<u>Press</u>	
Linnea Due	

President Sherris-Watt called the meeting to order at 6:35 P.M. President Sherris-Watt, Vice President Nottoli, Director Welsh, Director Hacaj, IGM/COP Hull, and District Administrator Wolter were present. President Sherris-Watt announced that Director Cordova’s medical issues were continuing, so she would not be joining the meeting.

CLOSED SESSION PUBLIC COMMENTS

None.

The Board entered into Closed Session at 6:36 P.M.

CLOSED SESSION

- a. Anticipated litigation: The Board was briefed on matters involving significant exposure to litigation pursuant to California Government Code Section 54956.9(e).
- b. Public Employee, discipline, or dismissal: The Board was briefed on personnel matters pursuant to Government Code Section 54957(b)(1).
- c. Public Employee Employment pursuant to Government Code section 54957. Agency Representation: Bob Deis, Public Management Group. Title: Interim General Manager or General Manager.

The Board returned to Open Session at 7:30 P.M.

Roll call: President Sherris-Watt, Vice President Nottoli, Director Welsh and Director Hacaj were present. Director Cordova was unable to join the meeting, due to health concerns.

President Sherris-Watt reported that the Board had tabled Items b and c. She reported that the Board discussed Public Employee Employment Item c, received resumes for possible candidates for the GM/IGM position, would begin analyzing the information received, and would set a Closed Session to conduct interviews.

PUBLIC COMMENTS

Karl Kruger encouraged the Board to develop a timeline to ensure the contract with the District's officers would be done on time. He said he knew there were a lot of things going on, but he asked that a timeline be passed along to those who would be negotiating for the officers. He concluded by saying that, if it wasn't completed on time, it shouldn't be the Board's fault – they're the employer and should be sure to do this in a timely manner.

Mabry Benson said she was bothered by aspects of the Agenda Packets: On the District's website's home page the meeting had been described as "special" – she asked that the two regular monthly meeting be described as such; and there had been no additional documentation for the dispatch issue – there should have been the same revised fiscal summary sheet, correspondence, and other documents that had been distributed to the Finance Committee. Ms. Benson also noted that two pages were missing from the March 23rd Finance Committee's agenda packet.

Linda Lipscomb said she wanted to congratulate Officer Barrow on his arrest of a violent person. She said she hoped the members of the community and the Board, to the extent there had been criticism of this officer in the past, would take the same vigor in congratulating and recognizing him for the expertise he had provided to the community. She said that she had known Officer Barrow for many years, that he had many talents, and that he's an officer whom she was proud to have of the force and with whom she felt safe.

IGM/COP Hull said that there had been two officers on the scene: Detective Martinez and Officer Barrow. He said he agreed with Ms. Lipscomb that it had been Officer Barrow's expertise and experience that had made it possible to bring the case to a close, without the Chief having to come back into work. Ms. Lipscomb thanked IGM/COP Hull and said that she hadn't meant to slight Detective Martinez and that she had known he's been involved, based on the press release. She added that, what she meant was - in light of past statements concerning Officer Barrow, she knew him to be a good man to have on Kensington's team. She said she wanted that to be recognized with the same vigor and strength that had been applied to him negatively in the past.

Peter Liddell provided information about exterior lighting for the Community Center. He showed a solar powered light that also had a motion detector. He said they were convenient and could be put anywhere because they didn't need electricity. He noted they were about \$15 apiece and could be found on Amazon.

BOARD COMMENTS

Director Welsh said he had meant to get an item on the agenda for this meeting but he'd failed to do so. He said he would be asking to place this on the agenda for the next regular meeting: To amend the duty statement for the COP. He explained that the duty statement for the GM included a line that this individual would need to engage with the community, but there wasn't an equivalent item in the COP duty statement.

Director Welsh also reported that, at the prior night's Finance Committee meeting, Jim Watt had suggested that there be more of an explanation about items on the agenda, especially those that were new items.

Director Welsh said there had not yet been a Park Grounds Committee meeting, but he would try to set one for the following week. He said people should check the District's website for a notice. He noted that Peter Liddell, Katie Gluck, and Charli Danielson had been named to his committee and asked that, if anyone was interested in becoming a Committee member, they should show up to that meeting, and he would see what could be done. Mabry Benson asked him to describe what the Committee did. He responded that there were two park-related committees: The Park Building Committee and the Park Grounds Committee. Director Hacak interjected that Park Building was now called Park Buildings and Recreation and included the park building. Director Welsh continued to describe that the Park Grounds Committee handled things that couldn't be managed by the GM/COP, things that should be managed by that person with input from the community, or things that weren't in the purview of the GM/COP. He said the best example of that was the work that had been going on for about two years, in which a group of volunteers had been clearing out ground brush and low hanging tree limbs that could serve as fuel for fires. He said most of the work focused on protecting the Community Center from fire and reducing the chance of a fire in the park. He also reported that there was some serpentine rock in the park, which had been fenced off with orange netting, and that the ground there contained a bit of asbestos – 1% to 2%, according to samples taken several months ago. He said IGM/COP Hull and he were in the process of looking for a good asbestos consultant to advise the District how to manage the potential hazard. He said the Park Grounds Committee might want to weigh in on this, too.

President Sherris-Watt thanked her fellow Board members. She'd had to go out of town unexpectedly the previous week for a funeral. She noted that deficiencies in the agenda should be hers – the hotel Wi-Fi had been inadequate. She thanked the other Board members for standing in for her, chairing meetings, and doing more than their share of work.

STAFF COMMENTS

IGM/COP Hull reported that there had been an individual arrested the prior night for DUI and domestic violence, among other charges. He said that Detective Martinez and Officer Barrow had handled the incident and that he agreed with Ms. Lipscomb: Officer Barrow had done a wonderful job and his experience had been valuable. He reported that he'd learned about the incident when he was almost home, following the Finance Committee meeting, and hadn't had to return to Kensington because the two officers had been able to handle all aspects of the incident, with some assistance from the El Cerrito Police Department. Director Hacak noted that there was a press release about the incident on the District's website.

CONSENT CALENDAR

None.

OLD BUSINESS

7. The Board received an update from the Interim GM/COP on ongoing discussions between the KPD and Albany and El Cerrito/Contra Costa County Sheriff to provide dispatch, RMS, and records management services to the District. The Board may direct the Interim GM/COP to begin negotiation of a contract with an outside agency.

IGM/COP Hull directed people to a document, "CAD/RMS Transition" dated March 22nd, which he'd prepared and had placed copies of on the back table. He reported that he had been talking with Albany and with El Cerrito and the Sheriff's Department. He explained that El Cerrito and the Sheriff's Department were somewhat combined and reported that information had continued to arrive through

late March. Thus, he had updated information, which was now reflected in the Transition document. He said the document was in narrative form, with totals set off with bolded amounts.

IGM/COP Hull reported that the primary concerns in examining dispatch options were cost and officer safety. He also reported that what was driving the change was the fact that the Richmond Police Department had decided to implement a new formula for determining the manner in which they would charge agencies: This formula increased cost to the extent that other agencies had decided to leave the Richmond's service to form a new consortium, to go to the Sheriff's Department, or to establish a new relationship. He said he'd narrowed Kensington's options to two adjacent cities: El Cerrito and Albany. He reported that the initial cost for Albany was greater than that for El Cerrito/Sheriff's Department but added that Albany planned to stay with its software vendor, going into the future. He said that Kensington and El Cerrito currently shared the same software vendor (New World) because both were members of the Richmond PD consortium. He noted that Kensington's software contract would expire in 2018, and El Cerrito's contract would expire in 2019. He added that El Cerrito would remain with this vendor but would be changing software vendors at the end of its contract and that this would create additional cost for Kensington later on: Kensington would have to pay \$170,000 up front to go online with the El Cerrito PD/Sheriff's Department, and then would have to pay another \$100,000 to \$150,000 for new software. On the other hand, he noted that the Albany Chief had no plans to change his software vendor.

With respect to service, IGM/COP Hull reported that Richmond had been providing service for records department, CAD-RMS, and IT services – a full package. He said the service with Albany would provide the type of service Kensington had been receiving from Richmond: CAD-RMS and IT services for mobile units on both ends of the system, which was important because usually such service ended at the other end, and then Kensington had to take care of IT issues on its end. With El Cerrito, the records department would be closed at night, which would become an issue for Kensington: If there were a police officer working at night and a nighttime incident occurred, this service would be needed promptly in order to comply with State mandates. Specifically, he cited the need to enter information promptly about a missing person into the CLETS system. With the Albany option, he said an officer could simply use his cell phone to relate the needed information to the records clerk or the dispatcher, who would make the entry into the CLETS system: This would enable the officer to remain on scene to conduct the preliminary investigation.

IGM/COP Hull reported that the Sheriff's Department would only provide dispatch service: It didn't want to provide RMS (computer records services) or records department services (the brick-and-mortar building with a records clerk). The Sheriff's Department would provide these two services only in an emergency.

IGM/COP Hull said Albany's annual payment would be slightly higher than the annual El Cerrito/Sheriff's Department's, but the services being offered by Albany would be worth the extra pay.

IGM/COP Hull reported that among the recent changes to the proposals and which had been reflected in the most recent spreadsheet had been that El Cerrito had indicated it would be willing to absorb some of the costs Kensington would need to pay to get online with the Tiburon software, which the Sheriff's Department used for dispatch. He noted that this had reduced the Tiburon cost of about \$107,000 by about \$68,000 or \$69,000.

IGM/COP Hull also reported that, if Kensington selected the El Cerrito/Sheriff's Department option, the KPPCSD would have a total of four contracts: One with the Sheriff's Department, one with the El Cerrito PD, one with Tiburon (the Sheriff's Department's software vendor), and one with the Kensington PD's current software vendor (New World). He also noted that, if Kensington selected the El Cerrito option, the KPPCSD would need to extend its New World contract one year beyond its 2018 termination. With the Albany option, he said Kensington would have two contracts: One with the Albany PD and one with the software vendor (RIMS).

Based on all the information he'd gathered, IGM/COP Hull recommended to the Board that it consider contracting with the Albany PD.

President Sherris-Watt said that among the things she wanted to consider were the length of the contract and which agency to select. She said that she'd sat in on about half of the meetings in which IGM/COP Hull and Vice President Nottoli had participated and that she appreciated their analysis of the issue. She noted there would be an option to extend the Richmond contract, on a month-to-month basis, but only until September 2017.

Larry Nagel, one of the Kensington Fire Protection District Directors, said his concern was whether an arrangement with Albany would be an impediment to most of Kensington's mutual aid with El Cerrito. He noted that he'd never seen an Albany police car in Kensington. He asked if IGM/COP Hull foresaw any problem with the Kensington PD talking with the Fire Department and with the Kensington PD talking with the El Cerrito Fire Department. He said that his understanding, with respect to dispatching, was that a 9-1-1 call would go to dispatch for the PD, and then that call would need to be transferred to another dispatcher for fire because Kensington Fire would continue to use El Cerrito's dispatch. He added that he wasn't terribly interested in the length of the contract or the cost: He wanted to ensure that fire and police personnel could continue to talk to one another. IGM/COP Hull responded that one of the reasons Mr. Nagel had seen El Cerrito police cars in Kensington more than Albany police cars was because Kensington's and El Cerrito's PDs were currently on the same radio channel – out of the Richmond dispatch center – and that, if Kensington were to dispatch with Albany, Kensington and Albany would be on the same channel: Then, Albany police cars would be seen in Kensington more than El Cerrito PD cars. IGM/COP Hull explained that, with respect to communication between the Kensington PD and the Fire Department and under the new environment, law enforcement and fire dispatch would be in two separate buildings: The Sheriff's department would dispatch the police, then the call would be transferred, and Confire would dispatch the El Cerrito Fire Department. He explained that the process would be the same, if Kensington were to contract with the Albany PD: A resident would call 9-1-1 for a fire-related call, the call would go to the Albany PD dispatch center, which would dispatch Kensington PD units, and then the Albany dispatcher would transfer the call to Confire, which would send the El Cerrito Fire Department. With respect to communication between the Kensington PD and the El Cerrito PD, IGM/COP Hull said that there was a radio system call EBRCS, which – with the radio each officer carried on his/her hip – allowed officers to monitor dispatch from several sources: The fire department, Oakland PD, Berkeley PD, Albany Fire Department, and some County departments. Thus, he said there would be no more difficulty with Kensington communicating with El Cerrito PD than it was currently – it was a matter of switching the radio from one channel to another.

Jim Watt said there had been a robust discussion at the previous night's Finance Committee meeting. He noted that the Finance Committee had agreed to recommend to the Board that the Board consider entering into a contract with the Albany PD, with the condition that that contract could be terminated at the end of the second year or sometime thereafter and with the further condition that Kensington would provide 180 days prior notice. Thus, he said that, at 1½ years, Kensington could terminate the agreement. He said that, if IGM/COP Hull was unable to accomplish this in his negotiations with Albany, this matter should come back to the Finance Committee for further discussion. He said that shortening the term of the contract was important because:

- A number of people in the community had voted for the two new Board members in particular because they wanted to at least go through the effort of looking at outsourcing. Thus, if the KPPCSD were to enter into a five-year unbreakable contract with Albany, it would significantly tie Kensington's hands with respect to options for contracting out with the City of El Cerrito.
- In the event the KPPCSD were to go with Albany, the Kensington PD would be on the same radio channel as Albany, which meant that when Kensington needed assistance, as the in the case of the prior night's incident, it would be Albany police who would respond. He said that Kensington's contiguous boundary with El Cerrito was significantly greater than with Albany. He noted that when he'd driven from Albany while doing some of his daily Uber work, he'd realized that if he'd come from the outskirts of Albany, he would have had a pretty good drive to get to where he lived, on Grizzly Peak – a longer time than it would take for an El Cerrito

officer. He asked IGM/COP Hull to give further thought to what the likely change in the response times might be, in the event the Kensington PD needed to call in help. He expressed concern for officer and resident safety.

- It would be helpful to understand the dispatch response time. He said that Albany had a separate and small dispatch center and that Contra Costa County's dispatch center was about ten times the size of Albany's and handled about ten times the number of calls as Albany. He said he'd gone on the Albany website and read information about dispatch, which said that the six dispatchers provided multiple functions – including answering questions for people who came to the counter. He noted that one of the goals the Albany Chief had set for the calendar year was to work on the efficiencies of the dispatch service. He noted that, if the Albany chief was concerned about dispatch, Kensington should be, too.
- In the Albany Police Chief's letter, there was a reference to how the cost would increase over time: The \$97,000 cost would increase by several factors 1) cost of living, not to be less than 4%, 2) cost increases based on salary and benefit increases paid to personnel, and 3) possible increases based on the number of service calls received. He said he wanted to get a better sense of what increases would occur on an ongoing basis.

With respect to Mr. Watt's comment about the length of the border and its possible impact on response times, IGM/COP Hull said the length of the border would have no relevance to response times. He noted that there might be an Albany unit on the opposite end of Albany, but Albany's officers were assigned beats. Thus, he said there would be an officer assigned to the beat where Albany's border was contiguous with Kensington's. As with El Cerrito, if there was an incident west of San Pablo Avenue, it could take all of the department's resources to deal with the incident. In such an incident, he said that Kensington would assist El Cerrito or take its police-related calls and that this likely would be the same case with Albany. He noted that the only area of concern was how long it would take an Albany officer to become familiar with Kensington's streets.

Director Welsh said that Mr. Watt had mentioned several things and seemed to have intended that IGM/COP Hull research these items and report on them at the next meeting. Director Welsh said that staffing was important and noted that El Cerrito was holding positions open. He said that the Finance Committee had also discussed the issue of dispatch response times the prior night and that IGM/COP Hull was going to obtain this information from Albany and from the County. President Sherris-Watt noted that dispatch times were State mandated and had to fall within certain parameters and that Albany's Chief McQuiston had said his dispatch was in compliance. She added that she had attended a meeting with Chief McQuiston on March 22nd, that he'd stated that he'd prefer a five-year contract, and that she'd responded that she wasn't interested in such a long contract because it would tie up the current and future Boards. She said she'd indicated that her preference would be a two to three-year contract. Thus, she said the five-year contract was negotiable. Director Welsh indicated that part of that would be an escape clause – the contract could be five years but either party could terminate with a certain amount of notice. President Sherris-Watt noted that the notice period would need to be at least 90 to 100 days because of the amount of time it would take to change service providers.

Linda Lipscomb said she wanted stability: The Board should not set up a contract in a manner to contract out. She said the contract should provide stability in the delivery of services. She noted that Director Welsh's idea of a five-year contract would provide stability in terms of pricing and expectations of services. She said she didn't object to an escape clause, but she reiterated the importance of monetary and policing stability.

Mabry Benson thanked IGM/COP Hull for having put a date on his report – undated documents were hard to follow. She said that a five-year contract was unreasonable, though it would be all right if it had an escape clause, and that the Board should try for a two-year contract. She said that it should be obvious that the District would be investigating contracting out and that she'd asked the Board to get started on this. She noted that, before the dispatch issue had arisen, there had been two viable departments to consider that she thought would make good policing options: El Cerrito and Albany. She said that having two options would provide leverage in the negotiations. She noted that a three to five-year contract would eliminate this leverage because selecting a dispatch service would suggest that

Kensington would select that department for outsourcing. She said that Albany wouldn't be on the same frequency with El Cerrito and that, because El Cerrito shared a larger border, El Cerrito would respond more quickly than Albany. She said she'd heard that Albany dispatchers had additional duties, which she thought had the potential of causing distractions. She noted that El Cerrito was Kensington's primary reciprocal responder. Thus, she said that, if Kensington and El Cerrito weren't on the same channel, the two agencies wouldn't hear each other's "chatter" unless they changed frequencies and that this constant chatter would enable faster response times. She asked if the District had the data on Albany's and the Sheriff's Department's number of calls and dispatches.

Vice President Nottoli asked IGM/COP Hull if Kensington was on the same radio channel with only El Cerrito. IGM/COP Hull responded in the negative and said that Kensington shared this channel with El Cerrito and San Pablo and that all three were dispatched out of Richmond. Vice President Nottoli asked how many cities would be on the same channel if Kensington were to go with the Sheriff's Department. IGM/COP Hull responded that the Sheriff's Department would create a West County channel that would be shared by six or seven agencies, which meant that Kensington would be listening to six or seven other agencies on the radio instead of just two others.

David Spath said an important element was that Albany would provide 24/7 access to CLETS. With El Cerrito, he said access to CLETS would be available for only ten hours per day: This access would end at 6:00 P.M. each day. He said that officers would need access to this system after 6:00 P.M. and that this would affect the safety of both the officers and the victims. He cited a recent incident in which a child had been reported missing after 6:00 P.M. and said that, with El Cerrito, there would have been no ability to search the CLETS database. He said the Sheriff's Department would be taking on more dispatch requirements, which meant that department would need to hire more people. He said that the Sheriff's Department was one of the most expensive operations going and that this had been summarized in the Ad Hoc Committee's report. He said that, just as Albany would be providing salary increases to its dispatchers, so too would the Sheriff's Department. He also asked what the impact of the greater workload would be for the Sheriff's Department's dispatchers. With respect to response times, he said IGM/COP Hull had made an important point: The response times wouldn't matter too much in either case because of each agency's beats. He noted that the El Cerrito beat adjacent to Kensington was large and extended from the hills all the way down to San Pablo Ave. and was serviced by a small number of officers. Thus, he said he didn't think the El Cerrito officers would be able to respond to Kensington any faster than the Albany officers. He concluded by saying that Albany was the better choice, given the service, and that a contract with an escape clause might be a possibility.

Karl Kruger said that, at the prior night's Finance Committee meeting, he had voted for the two-year cancellation, with 180-day notice. He said the contract should not be a short-term one because the start-up costs would be too high: Once the up-front money had been spent, Kensington would be pretty committed. Thus, he said a short-term contract with high up-front costs made no sense. Vice President Nottoli asked for clarification. Mr. Kruger responded that he was fine with what the Finance Committee's vote of the prior night. So, he said if there were high start-up costs, the contract would need to be at least two years.

Director Welsh asked IGM/COP Hull, with his police expertise, to provide information and analysis about dispatch response times and the police response times – for both El Cerrito and Albany – at the next Board meeting. IGM/COP Hull noted that dispatch response times were referred to as ring times. President Sherris-Watt responded that some of this was metaphorical and mathematically improbable – the Board was gauging response times for different incidents in different parts of Kensington with police officers in different locations. She said IGM/COP Hull had attended at least three meetings with each of the agencies, in addition to speaking with El Cerrito Fire and Berkeley PD. She said that she thought IGM/COP Hull's recommendation was thoughtful and well researched and that she was comfortable with giving him the power to begin negotiations for a contract that would come back to the Board for final approval. She noted that this would be in keeping with the issues raised this evening and that, if something egregious arose, he would need to bring the issue back to the Board for reconsideration. Director Welsh said that he would like to give this authorization, too, and that IGM/COP Hull hadn't made his recommendation lightly. But, he noted that issues had been raised

during the evening's discussion and that he hoped IGM/COP Hull would fill in some of the blanks at the Board's next meeting.

Linda Lipscomb said that, if the Board made a two-year contract with Albany and had huge start-up costs, the cost could not be amortized. If Kensington then went over to El Cerrito, whose contract with New World would be expiring and so would need to switch to a new system, Kensington would have another huge "bang," in terms of a lot of money needing to be spent to switch to the new system. She said this didn't make economic sense. She said the best thing would be to take a look at a longer-term contract, from a financial point of view, and to provide stability. She noted there had been too much change in many respects; she cited that, later in the evening, there would be a discussion about shifting counsel again. She said there had been discussion about a two-year contract so that Kensington could contract out to somebody else. She concluded by saying that this was a Police District and that stability was needed.

Director Hacaj thanked IGM/COP Hull, Vice President Nottoli, and President Sherris-Watt for their work on this issue and for their having met with various agencies. She said she would be voting with the recommendation of both IGM/COP Hull and the Finance Committee for the Albany option. She noted that Albany used to do dispatch for Kensington, prior to the Richmond consortium having been established. IGM/COP Hull said that Kensington had stopped using Albany's dispatch because of cost: When the Richmond consortium was established, it offered a less expensive option. Director Hacaj added that there had been no other problems with Albany during the years it had provided service to Kensington. She also said that Albany uses RIMS software, which is the trending software for law enforcement agencies. Therefore, she said she wasn't comfortable sinking money into outdated technology. She noted that El Cerrito would be updating its software in two years but hadn't committed to what it would be using. She said that, in addition, the Albany option would provide IT support to Kensington – something the other option would not. She said other benefits had been discussed with respect to saving staff time and effort in reconciling error reports for crime statistics: Kensington's current system required about ten hours of staff time, and the new system would require a few minutes. Director Welsh said that Director Hacaj had provided a cogent explanation of why Kensington should be selecting IGM/COP Hull's recommendation to select Albany.

MOTION: Director Welsh moved, and Director Hacaj seconded, to commission IGM/COP Hull to negotiate with Albany, following the recommendation of the Finance Committee last night to exercise the notice option of 180 days before the two-year or five year expiration date and with the hope that a longer term would result in a lower rate.
Motion passed: 4 – 0.

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

Director Welsh thanked President Sherris-Watt and Vice President Nottoli for the work they'd done and said that what IGM/COP Hull had done was "magnificent." President Sherris-Watt noted that this had been the Board's number one issue during the prior two months and that Vice President Nottoli and IGM/COP Hull had been "amazing."

NEW BUSINESS

- 8a. The Board reviewed, discussed, and considered voting to accept the engagement letter from Ann Danforth and to appoint Ann Danforth as District Legal Counsel.

President Sherris-Watt reported that, earlier in the month, the Board had concluded its relationship with Wendel Rosen and had obtained a proposal from Ann Danforth, who was present at the meeting. She invited Ms. Danforth to introduce herself and to describe her experience.

Ann Danforth said that she'd been an attorney since 1983 and that for most of the prior 20 years of her career she'd been the town attorney for Tiburon. She added that she had been the town's sole legal

counsel. She said that, prior to that, she'd worked for the City of San Jose and that, before this, she'd worked with the land use and local government group of the law firm McCutcheon Doyle Brown and Enerson. She said her career had involved work on a lot of contracts, including labor and public works contracts, personnel items... pretty much anything that could cross a public agency's desk. She said this was work she enjoyed and that, after having retired about two years earlier, she'd decided she wanted to continue to work.

Linda Lipscomb said she'd checked with the State Bar and learned that Ann Danforth was not associated, at this time, with a law firm. Thus, she said that there wasn't a "deep bench" and that, without this, specialty matters... maybe Kensington would be better going with a larger firm. Ms. Danforth responded that this was an issue but that she had been the sole attorney for the Town of Tiburon, which had had its fair share of litigation, slip-and-falls, and workers' compensation issues. She said that she contracted out for those things she couldn't do and that this had turned out to be cheaper for Tiburon than the current situation, in which the town had a law firm doing the town's ongoing general legal work in addition to the specialty work. Ms. Danforth added that she anticipated that there would be work she'd have to contract out but that having her do the day-to-day general advisory work would likely be less expensive.

President Sherris-Watt noted that the Board maintained a relationship with Public Law Group (PLG) and that PLG and Ms. Danforth were amicable about working together. Ms. Lipscomb responded that this would be good because there would be quite a bit of "uptake" with a District like Kensington – especially in terms of municipal memory. She noted that some of the community's vocal critics had cited legal costs.

Paul Dorroh said that he had attended the last meeting at which the Board had announced that Wendel Rosen was parting ways with the District as legal counsel and that now the Board was announcing new legal counsel. He said he had no quarrel with Ms. Danforth's qualifications, which appeared to be substantial, but the process had been quite opaque. He asked if other candidates had been considered and how Ms. Danforth had come forth as the candidate. President Sherris-Watt responded that there were two issues: 1) the Board required legal counsel very quickly because PLG was not prepared to handle the District's day-to-day work, and 2) Ms. Danforth had been among the pool of previous applicants and had been highly recommended. President Sherris-Watt added that the discussion during the prior set of interviews had been whether the Board would go with a sole proprietor or a firm and that the Board majority at that time had felt that a firm was the best way to go. She concluded that the Board thought this would be a good time to bring Ms. Danforth on board.

Karl Kruger said his interest was financial. He said that, at the prior night's Finance Committee meeting, the Committee had reviewed the June 30, 2016 audited financial statements and that this had shown that legal fees for the prior year had been \$260,000. He questioned whether the Board needed to have an attorney at every meeting. He said he'd looked at the fee Ms. Danforth had proposed, but one needed to consider the two Board meetings per month and the fact that the Board met almost all the time at 6:00 P.M. in Closed Session and then continued until 10:00 P.M. Thus, he said that, if the Board did this twice a month, the Board meetings would consume Ms. Danforth's basic fee. He asked whether the Board needed to have an attorney at every Board meeting. Director Welsh said the Board had had this discussion with Ms. Danforth and that the Board had agreed in Closed Session that it would be good for Ms. Danforth to attend the first few meetings to become familiar with the community and then, hopefully, the Board would not need her: The Board would be able to operate without her. Director Welsh thanked Mr. Kruger for constantly criticizing the Board for the big attorney's fees.

Director Welsh reported that a few things had come up at the prior night's Finance Committee meeting. President Sherris-Watt responded that she had emailed Ms. Danforth about these items. Director Welsh suggested that the Board empower President Sherris-Watt to enter into the contract with certain additions she would negotiate with Ms. Danforth. Vice President Nottoli read the list of suggestions:

- Place a limit on or require a notice to the District ahead of time, before Westlaw costs exceeded a certain amount.

- Provide separate categories in the billing to better address how the Board was spending its legal fees, with normal administrative costs, versus police costs, versus non-police related litigation matters.
- Clarify the billing frequency.
- Provide information on E&O insurance – Director Welsh interjected that he’d looked up this information and reported that Ms. Danforth maintained personal liability insurance and would provide details upon request.
- Clarify that Ms. Danforth was not an employee of the District: She’s an independent contractor.

Director Welsh said he had a question about fee structure and future increases – he said he wanted some sort of rate guaranty for some length of time. And, he said he wanted clarification on the subject of credit for hours not used.

Ms. Danforth said that, when she had initially prepared the contract, it had been with the understanding that she’d be expected to attend two four-hour meetings per month. She said that the credit structure had been intended to address the notion that the Board might decide not to have her attend one of more meetings. She added that, now that she was hearing that the Board wanted more flexibility with whether she was or was not at the meetings – which she said was fine with her, it might make sense to treat the monthly retainer differently so that the Board would receive a certain number of hours for the retainer and then there would be a separate retainer for up to a certain number of hours. Director Welsh responded that this made sense to him. Director Welsh also asked for clarification with respect to the language about advisory work. Ms. Danforth said she would restructure the proposed agreement based on what she’d heard. Director Welsh said the Board and Ms. Danforth were very close; there were just a few final details to take care of in the final negotiation. President Sherris-Watt said she was comfortable with whatever the Board wanted to propose in the way of a motion.

MOTION: Director Welsh moved, and Director Hacaj seconded, that the Board authorize President Sherris-Watt to complete the negotiation of the contract with attorney Ann Danforth. Motion passed: 4 – 0.

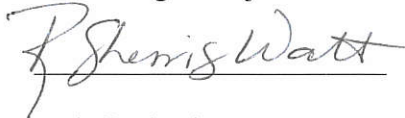
AYES: Sherris-Watt, Nottoli, Welsh, Hacaj NOES: ABSENT: Cordova

President Sherris-Watt announced that the District had new legal counsel and welcomed Ms. Danforth.

MOTION: Director Hacaj moved, and Director Welsh seconded, to adjourn the meeting. Motion passed: 4 – 0.

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

The meeting was adjourned at 8:59 P.M.



Rachelle Sherris-Watt
KPPCSD Board President



Lynn Wolter
District Administrator