

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

AGENDA

The Board of Directors of the Kensington Police Protection and Community Services District will commence its monthly Regular Meeting in open session **Thursday, November 10, at 7:30 P.M.**, at the Community Center, 59 Arlington Avenue, Kensington, California. If further Closed Session is required, the Board will return to Closed Session following the end of the Regular Meeting.

1. Call to Order/Roll Call

2. Closed Session-Public Comment

None

3. Regular Meeting: Open Session-Call to Order/Roll Call 7:30 P.M.

The Board will return to Open Session at approximately 7:30 PM and will report out on the Closed Session if reportable action is taken.

Note: All proceedings of the open session meeting will be videotaped.

4. Public Comments Members of the public may address the Board on any issue on the Consent Calendar and items not listed on the agenda that are within the subject matter jurisdiction of the District. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of five (5) minutes per Board Policy 5030.41.

5. Board/staff comments

6. Consent Calendar

- a) Minutes of the Special Meeting of September 20, 2016. P-4
- b) Minutes of the Special Meeting of October 1, 2016. P-7
- c) Minutes of the Regular/Special Meeting of October 13, 2016. P-22
- d) Unaudited Profit & Loss Budget Performance Report for October 2016 P-38
- e) Park Revenue & Expense Report for October 2016 P-44
- f) Board Member Reports-None this month
- g) KPD Monthly Statistics for October 2016 P-46
- h) Training/ Reimbursement Report- P-None
- i) Correspondence P-51
- j) Recreational Report- P-65
- k) Monthly Calendar P-66
- l) General Manager's Report P-69

7. Old Business

- a. The Board will review, discuss and possibly vote to approve Resolution 2016-15-Approving a publicly available pay schedule pursuant to California Code of Regulations Section 570.5(a). P-70

General Manager Recommendation: Discuss the item, take public comment, deliberate and approve Resolution 2016-15.

- b. The Board will review, discuss and possibly vote to approve Resolution 2016-17-Approving Interim appointment of Kevin Kyle to Interim General Manager/Chief of Police pursuant to Government Code Section 21221(h). P-72

General Manager Recommendation: Discuss the item, take public comment, deliberate and approve Resolution 2016-17.

- c. The Board will review, discuss and possibly vote to approve Resolution 2016-18-Approving Interim appointment of Kevin Kyle to Interim General Manager/Chief of Police pursuant to Government Code Section 61050. P-81

General Manager Recommendation: Discuss the item, take public comment, deliberate and approve Resolution 2016-18.

- d. The Board will review, discuss and possibly vote to accept the engagement letter from Wendel, Rosen, Black, Dean, LLP, and appoint Amara Morrison, as District Legal Counsel. P-83

General Manager Recommendation: Discuss the item, take public comment, deliberate and appoint Amara Morrison as District Legal Counsel.

- e. The Board will review, discuss and possibly vote to appoint Kevin Hart, Interim General Manager, effective November 1, 2016 through November 14, 2016. Action item. P-92

General Manager Recommendation: Discuss the item, take public comment, deliberate and provide direction to the Interim General Manager/Chief of Police.

- f. The Board will review and discuss amending Policy and Procedures 5030.41, which currently states that five (5) minutes be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter. The Board may vote to change the above mentioned Policy to delete the 20 minute limitation. Action item. P-94. First reading.

General Manager Recommendation: Discuss the item, take public comment, deliberate and provide direction to the Interim General Manager/Chief of Police.

- g. The Board will review, discuss, and possibly vote to approve an agreement between the Kensington Police Protection and Community Services District and Kensington Community Council for Recreation and Education Program Services and Facilities Management. Action item. P-95

General Manager Recommendation: Discuss the item, take public comment, deliberate and provide direction to the Interim General Manager/Chief of Police.

8. New Business

None

9. ADJOURNMENT: Next Regular Meeting is scheduled for December 8, 2016 at 1930 hours, unless changed by the Board of Directors.

General Information-Accessible Public Meetings

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

Interim General Manager Kevin. E. Hart, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707. POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org.

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

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Services District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the **District offices, 217 Arlington Ave, Kensington, CA 94707** at the same time that those records are distributed or made available to a majority of the Board. The deadline for agenda items to be included in the Board packet for the regular monthly meeting is 5:00 P.M., one calendar week prior to the meeting date.

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

Meeting Minutes for 9/20/16

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Tuesday, September 20, 2016, at 5:30 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. The Board continued its Special Meeting in Open Session at 7:00 P.M.

ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Len Welsh, President	Leonard Schwartzburd
Rachelle Sherris-Watt, Vice President	Mabry Benson
Chuck Toombs, Director	Celia Concus
Patricia Gillette, Director	
Vanessa Cordova, Director (by phone)	
<u>Staff Members</u>	
Interim GM/COP Kevin Hart	
<u>Press</u>	

President Welsh called the meeting to order at 5:30 P.M. President Welsh, Vice President Sherris-Watt, Director Toombs, Director Gillette, Interim GM/COP Hart, were present. Director Cordova was not physically present, but President Welsh announced she would participate in the Open and Closed Sessions by phone from Italy.

While Vice President Sherris-Watt attempted to make phone contact with Director Cordova, Celia Concus asked, with respect to Closed Session Agenda Item a, if she could have more information on the item. President Welsh responded that the Board was looking for a new general counsel.

PUBLIC COMMENTS

Mabry Benson said that, last January, CalPERS had issued a public agency review for the KPPCSD. She said she found it curious that no mention of it had been in the General Manager's reports in the ensuing months nor had it appeared on the District's website. She asked if the Directors were aware of the audit. Director Gillette responded that public comments at this time were only for items on the Closed Session Agenda. Ms. Benson said that, more relevant to the performance evaluation of IGM/COP Hart, was the response he'd given to item five: The positions of GM and COP are enmeshed, so there's no way to determine how much time is spent on the two roles. She said that, in providing information to the Ad Hoc Committee, IGM/COP Hart had estimated that he spent 85% of his time on police business and 15% on General Manager business. She said IGM/COP Hart had recently asked Lisa Corona to change the allocation to 95% and 5%, respectively, in the Committee report. She said these percentages had been rejected at the September 15th meeting. She said she and others were

4

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

skeptical of the 85%/15% allocation. Ms. Benson said that IGM/COP Hart shouldn't be making such ridiculous claims and that he should be able to make accurate estimates of his time allocation. She said she thought CalPERS thought this was very important and said she thought the answer was pension spiking. She said that, when the Board evaluated IGM/COP Hart's performance, it needed to consider why he hadn't publicized this report and why he'd made these time allocations. She said that, if there were to be an MOU with IGM/COP Hart, it should include an allocation of his time, bearing in mind that he had a vested interest in keeping his public safety allocation as high as possible. She also asked the Board to question why IGM/COP Hart had allocated non-sworn to two half-time positions when the budget showed the hours for these positions totaled 1.15 positions and why non-sworn staff had received a 3.1% CPI increase when the Bay Area CPI increase between June 2015 and June 2016 had been 2.47%. She also noted that the figures contained in the budget had been from February. She requested that IGM/COP Hart receive no medical benefits.

Leonard Schwartzburd asked if the meeting was being recorded. President Welsh responded in the affirmative and said that District Administrator Wolter would prepare the minutes from the recording. Dr. Schwartzburd said the community needed a procedure for appealing a decision made by the Chief of Police. He asked whom or what was supervising those un-reviewed decisions, as had been made in the case of his complaint that a Kensington officer had destroyed evidence of a crime. Director Gillette asked if this was related to the Closed Session items. He responded that it was related to the Chief's performance. Dr. Schwartzburd said IGM/COP Hart's treatment of his complaint had been based on the specious argument that set screws on the timer in his garage had become loosened without the intervention of a human hand and then disabled the lever and then reset themselves so tightly that he couldn't loosen them with his bare hands – though Officer Ramos could do so, and this was on video tape. He said that there had been clear destruction of evidence of a crime, that IGM/COP Hart had said to him that those kinds of things loosen themselves, and that IGM/COP Hart had dismissed the whole thing. He said that if IGM/COP Hart believed this, he was incompetent in his job. He said this was dishonest and that he didn't trust IGM/COP Hart because of this. Dr. Schwartzburd said that IGM/COP Hart then shut down the complaint and that this was not the kind of behavior he expected from the Chief of Police. Dr. Schwartzburd said that he was angry and that IGM/COP Hart had treated him like he was some kind of fool. He also said he couldn't believe that IGM/COP Hart had done this. Dr. Schwartzburd said he wanted to say things about IGM/COP Hart's refusing to answer the question given him by A. Stevens Delk at the September 8th meeting. He said IGM/COP Hart had sent a letter to Director Cordova, outlining certain things, which she then revealed – which had taken it out of the realm of private and had made it public information. He said that IGM/COP Hart had refused to answer questions on the grounds that it was covered by the privilege and that it hadn't been. He said he had serious questions about IGM/COP Hart's performance in the interim capacity and in any consideration of his becoming a permanent Chief of Police.

President Welsh responded that, for the record, there was no consideration of an MOU with IGM.COP Hart at that time.

The Board entered into Closed Session at 5:51 P.M.

CLOSED SESSION

- a. Public employment: Title: (General Counsel) – Pursuant to Government Code Section 54957.
- b. Public Employee Performance (Government Code section 54957(b) Title: Interim General Manager/Chief of Police.)
- c. Conference with Labor Negotiators (Government Code section 54957.6) Agency Designated Representatives: Jonathan Holtzman/Randy Riddle, Renne Sloan Holtzman Sakai LLP: Unrepresented Employee: General Manager/Chief of Police.

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

Director Cordova participated in both the open and closed sessions by phone, from the location of Lungarno Guicciardini 9, Florence, Italy.

The Board came out of Closed Session and into Open Session at 7:00 P.M.

Roll call: President Welsh, Vice President Sherris-Watt, Director Gillette, and Director Toombs were present. President Welsh reported that Director Cordova had telephoned from Italy to participate in the Open Session.

President Welsh reported that no action had been taken on any of the three Closed Session items.

OLD BUSINESS

- 5a. The Board discussed a legal opinion it recently had received and considered waiving its attorney-client privilege. The opinion was regarding whether the Board could amend a variety of the rules set forth in its Policy and Procedures Manual by simple majority vote. Policy 1010.20 currently stated that a 4/5 vote of the Board was required to adopt a new policy or amend an existing Board policy. The Board considered voting to release the attorney-client privileged memorandum.

Director Gillette said she saw no reason not to release the document: She thought it was important for the public to see it.

Director Toombs said he agreed with Director Gillette. He noted that people argued for transparency in government and that it was important for people to see the opinion from legal counsel.

Vice President Sherris-Watt said she would be in favor of releasing the document.

Director Cordova said she had no opposition to its release.

President Welsh said the Board was unanimous.

Leonard Schwartzburd asked which attorney had written the opinion. The Board responded it had been Teresa Stricker of Public Law Group.

MOTION: Director Gillette moved, and President Welsh seconded, that the Board release the memo.

Motion passed: 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT: 0

President Welsh said the memo would be posted on the website the following day.

MOTION: Director Gillette moved, and President Welsh seconded, to adjourn the meeting.

Motion passed: 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT: 0

The meeting was adjourned at 7:05 P.M.

Len Welsh
KPPCSD Board President

Lynn Wolter
District Administrator

Meeting Minutes for 10/1/16

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Saturday, October 1, 2016, at 8:30 A.M., at the Community Center, 59 Arlington Ave., Kensington, California. The Board continued its Special Meeting in Open Session at 10:00 A.M.

ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Len Welsh, President	Celia Concus
Rachelle Sherris-Watt, Vice President	David Spath
Chuck Toombs, Director	Lisa Caronna
Patricia Gillette, Director	Tim Snyder
Vanessa Cordova, Director (by phone)	Rick Artis
	Gail Feldman
	Donna Stanton
<u>Staff Members</u>	Catya de Neergaard
Interim GM/COP Kevin Hart	Anthony Knight
	Maria McCauley
	Don Dommer
<u>Press</u>	Nina Harmon
Linnea Due	

President Welsh called the meeting to order at 8:30 A.M. President Welsh, Vice President Sherris-Watt, Director Toombs, Director Gillette, Interim GM/COP Hart, were present. Director Cordova was not physically present, but she participated in the Open and Closed Sessions by phone from Italy.

PUBLIC COMMENTS

Celia Concus said she was reading Mabry Benson's comments, which had been sent to the Board, because Ms. Benson was out of town. Ms. Benson had written that:

- As a follow-up to her Closed Session comments at the prior meeting, she had reviewed the 2007 Brown Taylor Audit for time spent on the General Manager and Chief of Police roles.
- On pages 50 and 51, the report had said that the General Manager (GM) part of the job was 35% of the time, and the Chief of Police (COP) was 65%.
- Part of the COP time had been listed as serving as the GM and that many of the duties listed were clearly those of the GM.
- When the Board considered any GM/COP contract, it should insist that the GM/COP time at least split be 40% as GM and 60% as COP, if not more for the GM.
- The Board should make CalPERS aware of this time allocation.
- She wanted this added to the record of the September 20th meeting or for the next Board meeting.
- After she'd heard of IGM/COP Hart's resignation, she had added that Mr. Hull should oversee the police department and that one of the service firms should provide a temporary GM.

1

Ms. Concus said Ms. Benson had spoken at the Board's last Closed Session and had then posted something on Next Door:

- It had come to her attention that CalPERS had issued, in January 2016, a Public Agency Review of the KPPCSD.
- She had found it curious that there had been no mention of it in the GM's report, from November 2015 through May 2016.
- She asked why it hadn't been made public.
- She was of the opinion that CalPERS' interest in the issue had to do with pension spiking.

Ms. Concus added that, when the Board considered Mr. Hart's performance, it needed to take into consideration why he hadn't made the report public and why he couldn't make an allocation. Ms. Concus asked if this was another "Reno-gate," where it had taken eight months to find out that the report had existed. She said she thought an explanation was due. She concluded by saying she would give the Board Ms. Benson's comments, a copy of the Brown Taylor report, and a copy of the comments Ms. Benson had posted on Next Door.

David Spath responded that Ms. Benson had posted on Next Door that IGM/COP Hart had told one of the Ad Hoc Committee members, Lisa Caronna, that he'd spent 95% of his time on police services. He said the Committee had had a discussion at a previous meeting, with regard to the allocation of time as it had been stated in its report. He reported that, what IGM/COP Hart had told the Committee was that he had estimated that he spent 80 – 85% of his time on police services. He said that IGM/COP Hart had then read the report and had spoken with him – indicating he, IGM/COP Hart, didn't feel this allocation was accurate because he felt it was difficult to separate out the time that he spent as General Manager and that he spent as Chief of Police. Dr. Spath said he had brought this to the Committee's attention, and the Committee had decided on the allocation of 85% to 90%. Dr. Spath said that, if one listened to the audio recording of that Committee meeting, he had brought to the Committee's attention IGM/COP Hart's request not to provide figures. Dr. Spath added that, with respect to the CalPERS Public Agency Review, this had been a standard review done on all agencies that contracted with CalPERS and that Kensington, along with a number of other agencies, had been up for review. He clarified that, over a period of time, all agencies that contract with CalPERS undergo such a review and that, because CalPERS didn't have the staff, it spread out these reviews. He said that at issue was that KPPCSD had listed the GM/COP position as a safety position with CalPERS but that, when CalPERS had read the job specifications, it had found that the position also contained miscellaneous duties for the General Manager. Thus, he said, CalPERS had asked for clarification, and IGM/COP Hart had provided it. He said the review then indicated there should be discussions with the District to try to reconcile what portion was public safety and what was General Manager. He explained there was an issue with regard to pension: for a safety officer the pension was 3% at 50 and, for a miscellaneous position, it would be different. He said that he had had a conversation with Ms. Benson about this and that he had asked her to go back and listen to the tape so she could clarify on Next Door that it had not been IGM/COP Hart who had asked for a 95% time allocation for police services. President Welsh thanked Dr. Spath for the background and asked if there had been any documentation of the communication among Dr. Spath, IGM/COP Hart, and CalPERS. Dr. Spath responded that he hadn't had any communication with CalPERS: He had just read the record after Ms. Benson had indicated there had been this Public Agency Review. He said he had also done a bit of research on why the review had been done. He said that Ms. Benson's comments seemed to imply that this had been a special review: It hadn't been a special review – it had been part of CalPERS' ongoing oversight of agencies with which it had contracts. He added that his conversation with IGM/COP Hart had been separate.

The Board entered into Closed Session at 8:52 P.M.

CLOSED SESSION

- a. Public employment: Title: (Interim General Manager/Chief of Police) – Government Code Section 54957.

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

- b. Conference with Labor Negotiators (Government Code section 54957.6) Agency Designated Representatives: Unrepresented Employee: General Manager/Chief of Police.

Director Cordova participated in both the open and closed sessions by phone, from the location of Via Ghibellina 42, Florence, Italy.

The Board came out of Closed Session and into Open Session at 10:00 A.M.

Roll call: President Welsh, Vice President Sherris-Watt, Director Gillette, and Director Toombs were present. President Welsh reported that Director Cordova had telephoned from Italy to participate in the Open Session.

President Welsh reported that no action had been taken on any of the Closed Session items. However, he reported, people may have seen that the Board had been interviewing Kevin Kyle for the possible position of Interim GM/COP. President Welsh noted that Mr. Kyle had been one of the finalists the last time the District had interviewed for the position. He reiterated that the Board hadn't taken any action but that the interview had gone well.

President Welsh announced that the Board wouldn't be taking public comments: The purpose of the meeting was to receive a brief summary of the Ad Hoc Committee's work, which would be followed by a question and answer period. President Welsh asked the Committee members to introduce themselves. Present were Simon Brafman, Gail Feldman, Rick Artis, David Spath, Lisa Caronna, Tim Snyder, Committee Chairman David Spath reported that four committee members hadn't been able to attend: Garen Corbett, Chris Deppe, Mabry Benson, and Charles Reichman.

President Welsh announced that IGM/COP Hart would be in the back of the room handling the recording and would be available to answer questions as needed.

Vice President Sherris-Watt said she wanted to thank the Committee for its wonderful work and for donating its time. The Committee received a round of applause. She also asked people to express their thanks to IGM/COP Hart for the time and effort he had put into the District, trying to make it better. She thanked him, and he received a round of applause.

President Welsh said he wanted to second everything Vice President Sherris-Watt had said. He also said the quality of the report was fabulous. He complimented the Committee's depth of information gathering and its having gotten it all down on paper in a clear and concise manner.

Director Gillette said the report was one of the best she'd seen on a difficult set of issues. She thanked the Committee and its Chairman, David Spath, who, she said, had had to maneuver through difficult issues on all sides and had done so with grace and expertise. Another round of applause followed.

Director Toombs thanked IGM/COP Hart for his service during the past sixteen to eighteen months and thanked the Committee for all the work it had done.

NEW BUSINESS

- 5a. The Board received the Ad Hoc Committee on Governance and Operations Structure's Final Report. The Committee provided the Board with a brief presentation on the Report's findings including:
 - i. Bifurcation of the General Manager/Chief of Police Position
 - ii. Contracting of Police Services
 - iii. Consolidation with the Fire District

The Committee responded to questions from the Board and the public regarding the findings.

David Spath provided background information on the Committee's work:

- The Committee of ten volunteers had been appointed by the Board and had begun its work in August 2015.
- Its work had been ongoing for a year.
- It had produced a report of findings.
- The members had had differing opinions but had come to consensus.
- It had been asked to look at three different issues: 1) bifurcation of the GM/COP position; 2) contracting out of police services; 3) consolidation with the Kensington Fire Protection District.

Dr. Spath reported that the Committee had also done a survey on police services to get a sense of the community's perspective – what was good and what was not so good – and, this had been posted on the Committee's webpage on the District's website. He said the report contained a summary and an analysis of this survey, which had been compiled by Committee member Simon Brafman.

Dr. Spath said the report was long – over 200 pages. He said that the Committee had researched the three areas, which the Board had asked it to: The report did not contain an analysis of the research. Rather, he said, the report provided findings, along with pros and cons of each of the findings. He urged people to review the document and said the Board needed to focus on the issue of bifurcation of the GM/COP position because it would need to address the position(s) in the near future.

He reported that the Committee would begin its presentation with a summary of findings on the bifurcation of the GM/COP position. He said that Lisa Caronna had been the lead member of the subcommittee studying this part of the Committee's work and that she should be applauded for all the work she had done on this subject and for having served as the scribe for the Committee. She received a round of applause.

Lisa Caronna reported that the subcommittee had examined the job requirement, contacted 15 comparable agencies and seven professional associations, met with community members, and developed global findings that included pros and cons. She said the committee had prepared a spreadsheet of the agencies contacted and had also looked at base salaries for the positions and had developed conceptual organizational charts. She said that there weren't too many agencies with the combined position of GM/COP but that Kensington and Broadmoor did. She reported that the subcommittee also looked at fire districts: For all fire districts, the fire chief was also the top executive/administrative officer – as such, it was a combined position: The fire chief was responsible for the board, the budget, and the other responsibilities of the general manager. She said the distinction was that a community services district's general manager could be responsible for a variety of areas, whereas a fire district could be responsible only for fire service. She said the subcommittee had looked at an agency that had had a shared position for eight years and then moved away from it (Sutter Creek) and had looked at agencies that had split positions but provided similar services. She said the subcommittee also had looked at agencies with similar services that had split positions of general managers and police/fire chiefs and had looked at other agencies that had part-time general managers.

Ms. Caronna reported on the global findings:

- The separation of GM/COP is a preferred organizational structure, but it meant the budget had to be able to afford the additional position.
- The more services a district provided, the greater the need for a separate GM.
- Disciplinary grievance investigation processes required clearly defined processes: Where the positions were combined, a separation of these duties was needed.
- Police chiefs often had dual roles (usually if a general manager left), and the additional responsibilities had lasted from between a few months to a couple of years.
- The skillset for GM and COP were not the same. The COP would come up through a command structure, be a police officer, organize and respond to emergencies, and participate in more structured training. The GM would, more typically, come with a background in public administration, broader community activities, budget, finance, and other areas that might be

different than those that a police officer/COP might have as his/her educational/training background.

- It can be challenging to find a person with both skillsets to fill the dual role of GM/COP.
- A part-time GM would require a clear board role and sufficient staff. A community would need to recognize that the person wouldn't be there full-time, which could pose challenges when prompt decisions needed to be made.
- A part-time COP is not recommended, under any circumstances. Kensington is primarily a police district. The COP must be on call 24/7 and must oversee and provide leadership for the police force. This was not recommended by anybody.

Ms. Caronna said that, when the subcommittee looked at the criteria for a part-time GM, some of the things that came out of that process were that there be clear policies, defined goals, and measurable objectives. There would need to be sufficient staff when that person was not available. For Kensington, a GM would have to have a strong knowledge of police services.

Ms. Caronna reported that there were challenges of having a dual role of GM/COP: There could be questions in terms of the budget development and whether services were being provided equitably; and there also could be challenges with respect to grievance processes and investigations. She said members of the community might be reluctant to file a complaint because of fear of retribution. She said that there could be questions about how to provide adequate oversight and that the police officers could be resentful if the COP wasn't working only on police matters.

Ms. Caronna reported that the subcommittee looked at six options for organizing the structure:

- The current structure with the joint GM/COP position.
- A part-time GM and retaining the full in-house police force.
- A full-time GM and retaining the full in-house police force.
- A part-time GM and contracting out police services.
- Consolidation with the Fire District, where the community retained its in-house police force.
- Consolidation with the Fire District and contracting out police and fire services.

Ms. Caronna said that, when a community had a part-time GM, it was a decision about how much community involvement there was; the part-time GM would not have as much time to do things like attend all committee meetings, attend community activities, and coordinate with other agencies. She said that, when a community contracted out police services, it would have to define the scope of those services, and this could affect the issue of part-time or full-time GM.

Ms. Caronna reviewed some of the costs associated with having a full-time or a part-time GM. She explained that the amounts did not include benefits: For a part-time GM, the salary would be \$63,000 and \$97,000, and for a full-time GM, the salary would be \$95,000 and \$200,000. She said these salaries, excluding benefits, were for small agencies in Kensington's area. She reported that COP salaries were between \$61,000 and \$147,000 and that benefits would add another 30% for both the GM and COP positions. She said the subcommittee also had looked at retirees who might not need benefits and could work for salary alone.

Tim Snyder said he had worked on the subcommittee that had looked at contracting out police services. He said that Charles Reichman, who had been the head of the subcommittee, and Mabry Benson had served with them. Mr. Snyder reported that his subcommittee had talked with surrounding communities – Albany, El Cerrito, Richmond, Berkeley, UC Berkeley PD, East Bay Regional Park District, and the Sheriff's Department. He said the subcommittee had had one or more discussions with most of these agencies. He said that the East Bay Regional Park District and Berkeley had declined and that the Sheriff's Department would be willing to consider discussions, but didn't want to enter into them until there was an official authorization or more formal process. He reported that the subcommittee had had discussions with cities that utilized the Sheriff's Department's services to get a benchmark on how that structure might work: Orinda, Lafayette, Oakley, and Blackhawk. With all the entities, the subcommittee discussed the options for services. He also reported that the identity of Kensington and a

presence in Kensington were considered important factors. He said organization; command structure; placement of officers; handling Kensington's special programs, such as vacation watch and the key program, which are unique; willingness to provide services to Kensington; and willingness of entities to hire Kensington's existing officers. He reported that one of the things the subcommittee discovered quickly was that there were limitations to what it could find out, especially with respect to detailed and accurate cost comparisons. He said this would be dependent upon very formal processes and detailed descriptions of services sought. He said that, while the subcommittee got a sense of the other departments, it didn't go very deeply into the quality of the other agencies' departments or perform due diligence into the management of those communities, which, he said was a very important factor. He explained that others entities' service would be only as good as their management. Thus, he said, there were limitations to what the subcommittee could do.

Mr. Snyder reported that those cities interested in contracting included Albany, El Cerrito, Richmond, UC Berkeley Police Department, and the Sheriff's Department. These agencies all said they would be willing to support Kensington's identity with respect to uniforms, cars, dedicated personnel, and a presence in the community. Most of these agencies said the most logical structure would be to add Kensington as an additional beat to their existing beats. He reported that these agencies indicated they would want contracts of between three and five years, because of the costs involved with developing a contract. He reported there would be no guarantee for existing officers, in terms of direct transfers: The other agencies all have the own criteria and all officers seeking a lateral transfer would need to apply.

Mr. Snyder reported that at least two of the agencies said that costs could be less than Kensington's current costs for providing police services and that most of that would be related to economies of scale. He said that Kensington's department was predicated upon providing coverage 24/7 and that such coverage requires the size force Kensington has. He reported that, if the force sizes were to be equaled by the other entities, there would not be much difference in overall cost.

Mr. Snyder said there were some costs to which attention needed to be paid:

- Substantial transition costs associated with making the change. He explained there would need to be coverage provided during the shutdown phase and start-up costs associated with a new department. Further feasibility studies and due diligence would also be related to transition costs.
- Costs associated with meet-and-confer responsibilities, associated with existing officers.
- Costs associated with the RFP process and negotiations.
- CalPERS responsibilities associated with unfunded liabilities. Based on a recent CalPERS report, there would be a \$230,000 per year cost: This would exist whether or not Kensington were to contract out for police services.
- Retiree medical obligations also would continue, even if Kensington were to contract out. This would be for those officers already retired and for those who would retire from Kensington, prior to dissolving the department. This cost would be approximately \$170,000 per year.
- Kensington's current unfunded liability with CalPERS was about \$2.5 million, based on a 7.5% rate of return assumption. CalPERS' rate of return for the prior two years had been about 2.2% and 0.6%. If those rates of return were to be used instead of 7.5% Kensington's unfunded liability would be greater. Regardless, this unfunded liability would exist, whether Kensington were to contract out or not.

Mr. Snyder reported that the pros for contracting out were:

- Potential economies of scale associated with being part of a larger entity.
- Kensington could change its services – labor was the predominant cost. Most of the entities have the same kinds of pay structures as Kensington and are part of CalPERS. Many of the agencies have the same kind of unfunded liability issues as Kensington.
- There would be limitation on legal liabilities for police activity – this would be borne by the entity with which Kensington would contract.
- Staffing would be maintained in the event of illnesses.
- There would be access to a broader range of special services that larger departments have.

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

- The ability to change out officers who don't fit into the community.
- Access to more supervision because of larger departments. Someone with supervisory capacity would always be on shift.
- Fewer human resources issues because the contracted agency would do all the hiring and firing.
- Opportunity to restructure might be easier.

Mr. Snyder reported that cons associated with contracting out would be:

- Kensington would lose control over a large number of items.
- Once Kensington were to contract out, its department likely would never be reconvened because it would have to go through the same kinds of transition costs associated with contracting out.
- Kensington would no longer have direct control over negotiating salaries and benefits. It would be dependent upon the entity with which it chose to contract.
- There would be no direct control over day-to-day operations.
- Possible loss of identity – the community would no longer be patrolled by its own officers.
- The Board and the management of this would have to become different – entering into contracts, performing due diligence, and performance monitoring would be a different set of skills than currently needed.
- There would be no guaranty that Kensington's current officers would be able to transfer to a contracting agency.

Mr. Snyder concluded by saying that, depending on structure, there might be cost savings with contracting out and that contracting out would be a big step. He said that what the subcommittee learned was that there was a lot more to learn.

Rick Artis presented information on behalf of the consolidation subcommittee, which looked at consolidation with the Fire District. He said that the other members of the subcommittee were Gail Feldman and Chris Deppe. Mr. Artis explained that the notion of consolidation had come to Kensington from the outside from Contra Costa County's Local Agency Formation Commission, which had suggested that consolidation could be a way to obtain a more efficacious delivery of services. He said this recommendation had first appeared in a 2007 Municipal Service Review of Kensington's Fire District.

Mr. Artis explained that merging the Districts would mean a change in government, but it would not mean a change in services. The Districts would be merged into a single entity that would be responsible for the current scope of services of both the KPPCSD and the KFPD. And, he said that, by law, the surviving entity would need to be a community services district, like the KPPCSD, because they're empowered by the government code to provide fire service: However, a fire district could not take on the scope of services provided by the KPPCSD.

Mr. Artis reported that LAFCO had the power to combine the KPPCSD and Fire District boards. He also explained that what would result would be a temporarily expanded board of likely seven or nine members, which would be a combination of existing members of the Fire District and the KPPCSD Boards. He said that, afterward, the Board would decrease back down to five.

Mr. Artis said the subcommittee had provided a detailed and fairly lengthy description in the report of what likely would be a long process. He reported that the bottom line was that, regardless of how one were to start and what path one might take, the two Districts would be rolled into one new entity: Revenue, assets, contracts, etc.

Mr. Artis said there had been concerns about the transfer of revenue as part of the consolidation process. He reported that the subcommittee had spoken with a lot of people and with the Fire District and that the Auditor Controller and LAFCO's Executive Officer Lou Ann Teixeira had been particularly

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

informative. Mr. Artis said that the chance of revenue loss from initiating consolidation was, essentially, zero. Thus, he said, the revenue issue appeared to be a "red herring."

Mr. Artis reported that his subcommittee had compiled a rather extensive list of pros and cons about consolidation and that these were provided in the report. He said there was something essential for the community to understand in assessing the pros and cons of consolidation as well as the other areas studied by the Committee: The finances of the KFPD and the KPPCSD. He reported that the subcommittee had used the audited financial reports from the last twenty years and had consulted with Deborah Russell, the accountant for both Districts. He said that there was now a spreadsheet of all the raw data and that this, along with the relevant government codes, would be part of the archive the Committee was compiling. Mr. Artis explained that, following passage of Proposition 13, the final distribution of revenue for Special Districts hadn't been known until almost the mid-1990s, that this had resulted in an increase in revenues for the Fire District and a decrease in revenues for the KPPCSD, and that this had caused a widening gap between the two districts. Currently, he said, the Fire District received about 30% of the Ad Valorem Tax revenue and the KPPCSD received about 13%. This translated into about \$3.26 million for the Fire District and about \$1.48 million for the KPPCSD. He reported that, in addition, there were two special taxes: about \$500 per parcel for the KPPCSD and a little over \$80 per parcel for the Fire District.

Mr. Artis explained that, in 1995, which marked the beginning of the group's financial analysis, revenue and operating expenses for the two districts were almost identical. He said that, between 1996 and 2006, the cost of providing fire service increased at about twice the rate of police services: fire service costs just about doubled in that time period, which were the first ten years of the contract with El Cerrito for fire service. He said this might be interesting to consider in the context of future discussions. He noted that, since 2006, expense trend rates had been just about the same for both districts. On the revenue side, he said that, because of the doubling of property values during the late 1990s, the significant cost increases for the Fire District had been mitigated. He said trying to determine future expenses was outside the group's scope but needed to be analyzed in a thorough manner.

Mr. Artis said the group also looked at modeling the two districts as a single district – what the finances would look like if the two districts were consolidated. He said that, for a modeled consolidated district, revenues would have exceeded expenses by about \$400,000 and there would have been a fund balance of about \$7.4 million.

In conclusion, Mr. Artis said he hoped the report would help community members understand the financial challenges that the community is facing through its two districts. He clarified that these are the community's funds and assets, which are managed through the elected boards. He noted that, with respect to future capital expenditures, there had been a lot of discussion about remodeling the Community Center and that work being discussed for the Public Safety Building dwarfed those. He said he hoped the report would prepare the community well for discussion it would need to have.

President Welsh opened the meeting up for questions from members of the Board and the Committee and asked people to keep their comments concise because of time limits.

Donna Stanton introduced herself as a resident and the wife of one of the people who had filed the writ against the KPPCSD. She said she was happy that it appeared that there were pro comments about the separation of the GM and COP positions. She said the idea of a part-time manager made sense to her because, at this time, the COP needed to spend so much time on that part of the job, and the GM part of the position seemed to require very little time. She said the bigger issue she had was why the KPPCSD had any reason to be discussing consolidation with the Fire District without including the Fire District in that discussion. She said it seemed like a takeover. She noted that the expense of the writ, which had been a prideful situation, could have been handled within the first couple of weeks: Her husband had told her it would take just that long. She said that the writ had cost hundreds of thousands of dollars and that, as far as she could see, the cost of various litigations in which the KPPCSD had been involved had nothing to do with the Fire District. She said the KPPCSD Board had made poor decisions and

14

therefore wanted to attach itself to another organization that had made better decisions and had more money.

President Welsh noted that this was an informational meeting and an opportunity to learn from people who had spent an enormous amount of time compiling information and that, at a later time – when the Board entered into the decision making phase – it would make more sense to express opinions. He encouraged people to ask questions.

Director Toombs asked if someone wanted to answer the question about why the Fire District hadn't participated in the consolidation subcommittee's work. Vice President Sherris-Watt responded that the Fire District Board's President was present and could address this. Rick Artis responded that he could address the question from the Committee's point of view: After the consolidation subcommittee had been formed, he had gone to the next Fire District Board's meeting, in March, and asked the Fire Board to consider how it wanted to engage with the subcommittee. He said the Board had responded that it would place the item on its April agenda. He noted that, when he had received the April agenda, the agenda had indicated that the Fire Board would not engage: Instead, it had asked the subcommittee to submit written questions. He said the Fire Board had refused to meet with the subcommittee and had refused to select a point person to speak with the subcommittee. He said that the responses to the questions had been given at a Fire Board meeting, that the Fire Board had had a discussion, and that this was all the subcommittee could get. Gail Feldman added that, during the process, the subcommittee had corresponded numerous times with a Local Agency Formation Commissioner and that, at some point during that process, El Cerrito Fire Chief Lance Maples had requested that all communications between the consolidation subcommittee and LAFCO be shared with him. She noted that the KPPCSD Director Vanessa Cordova had asked for the same information. Thus she said that, during the entire process all such communications with LAFCO had been shared with the Fire Chief and Director Cordova. Mr. Artis added that the Fire Board had decided to form its own ad hoc subcommittee, which had been referred to by Fire Board members as the "anti-consolidation subcommittee." He said this subcommittee had met with the KPPCSD consolidation subcommittee a few weeks earlier so that the Fire Board subcommittee could express its opinions about the KPPCSD's Ad Hoc Committee's report a few days before the Ad Hoc Committee was to begin finalizing its last copy of the report. Thus, he said, the Committee had received the Fire Board's opinions in that private meeting and then again a few days later at the last public meeting: This meant that the Fire Board's comments had been received late in the game.

President Welsh asked if Fire Board Director Nina Harmon wanted to speak. Ms. Harmon said she wanted to explain her board's perspective. She said the Fire Board's ad hoc subcommittee had met with Gail Feldman and Rick Artis and that Mr. Artis had said the KPPCSD Ad Hoc Committee had invited the Fire Board members to come and sit with them. She said she wanted to summarize things from the beginning. She said that she had read the KPPCSD's agendas and that one of them had said the KPPCSD Board was going to take action on what turned out to be the Ad Hoc Committee to discuss merger. She said that she was stunned and that, when she had told the other Fire Board members about this, they used stronger words than this. She said that she had come to the KPPCSD Board meeting the night after this and had conveyed what her Board had said it had wanted to her say, which was that it was surprised it had not been consulted or given any kind of courtesy of involvement because it was a pretty big issue. She said she had had to reach out to the KPPCSD – there had been no Board invitation. She said the invitation to be a part of the process should have come from the KPPCSD Board; the Ad Hoc Committee should not have been the requestor. She said that the Fire District had not heard from the KPPCSD for a long time and that, although the Fire District Board members knew they could attend meetings of the Ad Hoc Committee, it was not the Fire District's committee. She said there were many things the Ad Hoc Committee was going to discuss, but the only aspect of the Committee's work that was of concern to the Fire Board was merger. She said that Rick Artis had come to a Fire Board meeting and let the Fire Board members know that the entire Ad Hoc Committee wanted to speak then but that the Fire Board had been surprised that only one person had come. She noted that the consolidation subcommittee had submitted questions to the Fire Board, and that Mr. Artis had invited the Fire Board to sit in with the subcommittee. However, she said that she'd had to be reminded of this because she had not heard it as an invitation and that the Fire Board had not felt invited to the table. She

15

said that being asked to sit in and listen was not the same as being asked to be part of a process that could result in information that would dissolve the Fire District. She said that, since that time, she didn't think the Fire Board had been reached out to. She said that the Fire District had formed a committee, that she and Janice were the members of that committee, and that they had reached out to the Ad Hoc Committee. She said the Fire Board was passionate in its views on consolidation and that there was an agreement to disagree. She said she had told Gail Feldman that Ms. Feldman had been pro-merger long before this issue had come up. She reiterated that the invitation should have come from the KPPCSD Board because its members are the peers of the Fire Board members. She said that because she had not perceived the Committee's invitation as an invitation the Fire Board had not participated but that the Fire Board had not intended to "snub" the Committee.

President Welsh said he had not felt particularly welcome whenever he'd asked for dialog on issues related to this. He said that he and Director Gillette had attended a Fire Board meeting a year earlier – in June – and that he had asked the Fire Board about having a joint Finance Committee meeting so the Boards could go over, together, what the financial picture looked like. In response, he said that, at the Fire District's June meeting, he and Director Gillette had been told "thank you, but no thank you." He added that the Fire Board had said the subcommittee should submit questions, and they would answer them. He said no one had intended to hurt anyone's feelings. Ms. Harmon said the Fire Board member's feelings weren't hurt – the members were concerned. President Welsh said the members of both boards were leaders, they all served the same constituents, and he asked why they didn't all work together to get the information. He said a decision making process hadn't begun yet – members of the Ad Hoc Committee were presenting information only. He said he thought Ms. Harmon would want to get information before coming to an opinion.

Director Gillette suggested moving on because she had questions.

Vice President Sherris-Watt said she knew the Board wanted to move along, but she did have to apologize to the Fire Board because, from the very beginning, the KPPCSD had not approached them. She said that, when she had been campaigning, she had been told it was shameful that the KPPCSD hadn't had a presence at Fire Board meetings. She said she had then started to attend them and had attended regularly for the prior two years. She said that it had been very helpful and that the Fire Board had been very helpful to her, as a special district member. She said that she had been at the meeting to which President Welsh had referred and that, at that time, it had not been a welcome invitation – in her opinion – from her Board. She said it had been an accusation about the accuracy... President Welsh interjected that this was not true. He said that he and Fire Board President Nagel had spoken beforehand about going to that meeting, that it had been a totally cordial affair, and that there had been no hostility whatsoever, except from Vice President Sherris-Watt and Director Cordova.

Director Gillette reiterated her request to move on. President Welsh said he agreed.

Catya de Neergaard asked each of the subcommittees if they were in favor of further exploring change and asked what the next steps for Kensington were. She said that she understood that LAFCO could force a merger of the two Districts and that she had heard, many times, that the Fire Board did not want its District merged. She asked what the next steps would be if consolidation were to be considered.

Lisa Caronna responded by saying she had neglected to thank her fellow subcommittee members, David Spath and Simon Brafman. Ms. Caronna said that, on the issue of bifurcation, the biggest challenge would be resources, which she said translated into finding the funds in the existing budget or possibly deleting services. She said the needed resources would be between \$100,000 and \$200,000. She said the community also needed to evaluate what its needs were to determine whether a part-time general manager would be adequate. She noted that it would be important to have a strategic plan, clear direction, good management in place, and good policies in place so that that person could do the job and succeed in a part-time position. She said there would be a lot of steps before that decision could be determined. President Welsh asked if Ms. Caronna had suggestions about how to go about getting at those issues. She responded that the Board would have to go through a strategic planning process and

would have to ensure clear direction from the Board so that person could actually carry out those duties. She added that this direction would need to come from a unified entity.

Tim Snyder responded that, with respect to contracting out, one of the things that had become abundantly clear was that the Committee didn't really have a good grasp on the will of the community in terms of what it wants in the way of police services. He said this had significant bearing on how one would determine whether to maintain the local department or to contract out. He said the Board needed to serve the collective will of the community – not just those who occasionally show up. He said that, in order to do that, one would need to think about how to find this out. Perhaps, he said, this could be done with a well-done, truly random survey. He said that, for this process, one would hope the public would be well informed about the current services. He noted that most people probably don't think about this – until they have a problem. He said more feasibility studies would be needed, to start getting at accurate cost comparisons. He recommended due diligence of entities the District might consider for contracting – the community would need to know and understand exactly how potential entities manage their forces because we would be signing this over. He said this due diligence would need to extend beyond each entity's police department and how it was operating: It would need to include the management of that community and to determine whether that management would be moving in a positive direction.

President Welsh said that some had indicated that, to get more information, the District should put out an RFP and said that it sounded as though Mr. Snyder was of the opinion the District needed to do more fact-finding/due diligence before it engaged in the RFP process. He asked Mr. Snyder to clarify this. Mr. Snyder responded in the affirmative and said the Committee didn't know enough, at this point, to put together a specific enough RFP; more worked needed to be done information about exactly what services the community wanted before one could get to the RFP step.

Rick Artis said that, as part of the financial analysis, the Committee had compiled a lot of data, primarily through LAFCO, on the per capita cost of services for police and fire. He said that, for fire service, the community's per capita cost was far and away the highest in Contra Costa County. He said that, for police services, the per capita cost was in the middle of the pack. He said that the next step with the consolidation issue, both pros and cons, would be public education. He said there had been "commentary that had been adrift from the facts" about consolidation and that LAFCO had the statutory authority to do quite a number of things, including forcing a consolidation. He said that, sometimes, when a District is poorly run, LAFCO would force a consolidation. However, he said this was not the case in Kensington. He added that LAFCO Executive, Lou Ann Texiera said LAFCO would not be inclined to force a consolidation in Kensington. Instead, he said, this would be for the community to determine. Mr. Artis said that there were pros and cons and that there were financial reasons why this was an issue. He said that the community needed to decide what it wanted its future governance to look like and that, if the community were setting things up today, it would never set up two boards willingly.

Gail Feldman added that, with respect to next steps for consolidation, the community needed to look at projections for the next five to ten years to understand what's going to happen in the community from a revenue and expenditure perspective. She added that there were a lot of things that could be done to project the status of both Districts to determine whether the community could afford to maintain the status quo.

Vice President Sherris-Watt said that the District's Finance Committee member, Rob Firmin, and the Finance Committee as a whole were working on a five-year projection model.

David Spath said the community needed to engage. President Welsh said the District was trying to engage the community at this meeting but wasn't getting a huge turnout. He said ways were needed to get information to the community. He noted that a survey wasn't always the best way to go, though this – done through a professionally conducted survey – had worked well in finding out what the community wanted in its garbage contract. Thus, he said this could be one of the tools used but not the only one.

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

Peter Conrad said that the report was lacking information, upon which a lot of decisions would depend. He said he wanted to know "what now?" Specifically, he asked what the Board's role would be and how decisions would be made. He asked how the Board would move forward knowing that the Fire Board was unanimously opposed to consolidation. He also suggested that a summary of the report be published in the Outlook.

David Spath responded that the Committee had been asked only to provide findings, pros, and cons.

President Welsh responded that the report was "crying out" for next steps. He said that, to him, the next steps would include another phase of fact-finding to obtain more detail, and he suggested doing this in conjunction with getting a sense about how the community feels about these issues. He noted that the Board should have that discussion at its next regular Board meeting.

Linnea Due said that Lou Ann Texeira had called for the Board to conduct a survey that would have bullet points of pros and cons and that this would engage people further. She asked if the Board would appoint another committee to do this community engagement on the issues or if the Board would do this. President Welsh responded that he would suggest that the Board begin this discussion at its next meeting in October. He said that there also was an election coming up and that this was something the new Board should tackle.

Sylvia Hacaj said she had a question for Tim Snyder. She said she had been talking to a lot of people door-to-door and had heard there was a lot of fear about what contracting out could mean. She said this was unfortunate because the community was still in the phase of trying to understand how it could provide additional value for Kensington. She asked Mr. Snyder why the subcommittee hadn't talked to the Fire District about its experience with contracting. She said she understood it was a different type of service, but the community had had a twenty-year experience with contracting. Mr. Snyder said his subcommittee had been in an exploratory stage of trying to engage with specific surrounding entities and agencies to determine their willingness, but it hadn't gotten to the point of determining the actual structure of a contract. He said the subcommittee also wanted to engage with entities that had had experience contracting with the Sheriff's Department.

President Welsh said that Ms. Hacaj's question was a good one and that, as the KPPCSD moved forward, it should look at how contracting had worked for the Fire District. He asked if the Fire District would like to engage in that conversation. Nina Harmon responded in the affirmative.

Mr. Snyder said this would fall into the "next step" category. He said that it would need to be determined if contracted service would be configured on a percentage or a flat rate and that there were examples of both. He said the subcommittee did not get into the nuances of what a contract should look like: That was something to be done in the future.

Celia Concus said that, with respect to bifurcation and contracting out, pros and cons had been provided but they had not been provided for consolidation. She asked why it would not be good to consolidate. Director Gillette and Rick Artis responded that pros and cons could be found on pages 72 and 73 of the report. President Welsh asked Mr. Artis to provide quick summary of these. Ms. Concus said she wanted to hear the reasons for keeping an independent Fire District because Mr. Artis had given ample reasons for not keeping one. Mr. Artis responded that the number one con was that, before the Committee framework had even been developed, the entire Fire Board – when he and Leonard Schwartzburd had been present in the audience – had said it was irrevocably opposed to consolidation. He said this was the number one con because the Fire Board had said this before any facts had even been established and had been based largely on assumptions. He said once someone's mind is already made up, a rational discussion wouldn't follow. President Welsh asked what some of the other cons were. Mr. Artis said there were some who liked the segregation of fire services, away from the "froth, tension, and chaos" of KPPCSD Board meetings. He said, indeed, Fire Board meetings were rather simple: Revenue wasn't largely "offended" by a Fire District decision, nor was expenditure. He said there was a question of whether disturbing this simplicity might be to the detriment of fire services. Ms. Concus responded that Mr. Artis hadn't answered her question to her satisfaction. She reiterated that

she wanted to know why it would be good to maintain an independent Fire District. David Spath noted that the report was on the District's website and recommended that she read the list of all the pros and all the cons for herself. He said others had questions and there was a meeting end time because of a wedding that had been booked for the Community Center. Celia noted that she had attended almost all the Ad Hoc Committee's meetings. Dr. Spath commended and thanked her for this.

Anthony Knight said that, when the community had come to a contracting arrangement for the fire department, part of that arrangement had been to have a local firehouse. He said the Public Safety Building was staffed with individuals and so people could go there and talk to someone. He noted there also were computers, files, and fire engines there. He asked, if the community were to contract out for police services, whether there would be a station in Kensington that would be staffed by police officers and whether the files, cars, etc. would be there as well. He said the reason he was nervous about this was because, when the subcommittee had approached other surrounding entities, the arrangement conveyed was that Kensington would be just another beat. He noted that just one beat officer covered the Berkeley hills area for every eight-hour period. He said that, under that arrangement, a citizen could not go down and talk to an officer or feel that service was close by. He said that this issue had not come up during the presentation and that he hoped there would be some clarity about it.

Tim Snyder said this had been something his subcommittee had discussed with all the entities with which it had spoken: Albany, El Cerrito, Richmond, and UC Berkeley PD. He said that they had discussed the issues of identity, officers, and cars and that all the agencies had been willing to engage in that. He said they would have specific individuals assigned to Kensington and would have a physical presence there. Mr. Knight responded that he wanted to hear the words "station house." Mr. Snyder said that contracted officers would treat the Public Safety Building as their "branch office." President Welsh said that what he'd gotten from the report was that the various entities would do just about anything Kensington would want – within reason – as long as Kensington was willing to pay for it. President Welsh added that, if this were an important issue to the community, the District would have to figure out how much that service would cost.

Vice President Sherris-Watt said that, as someone with two years left in her term, she was willing to say that, if the District moved forward with looking at contracting out, she would absolutely want a physical presence in Kensington. She said she was going on record: She wanted residents to be able to go to the Public Safety Building during specific hours and contact an officer. She said she didn't want a "drive-by" for her family or for her neighborhood. She also said she really liked the Kensington Police patch. She noted that, because the Kensington Police Department was the sponsoring agency for Boy Scout Troop 100, her sons and husband wore the patch on their uniforms. She reiterated that, wherever the service was to come from, she wanted a presence in Kensington.

A resident asked if a copy of the report would be available at the District office. Vice President Sherris-Watt said she would ensure that a copy was at the library. The resident asked if copies would be available for citizens to pick up. IGM/COP Hart and President Welsh responded that a small number could be made available at the office.

Donna Stanton said she wanted to echo what Vice President Sherris-Watt had said. She said that, a couple of weeks earlier at about 3:00 in the morning, someone had rung her doorbell and that, because she was alone, it had scared her badly. She said she had called 9-1-1, that Sergeant Barrow had responded and that afterward she had called back to 9-1-1 to ask Sergeant Barrow to follow up with her to let her know what had happened. She said she had learned it had been a "drunk" who had been left on her block and who had also rung her neighbor's doorbell. She said knowing the community has a police presence was very important to her.

Director Gillette asked in what kind of bargaining position the District would be with respect to contracting out – both initially and then three to five years into the contract. She said she didn't want to get into a "bait and switch" situation. Tim Snyder responded that the entities with which his subcommittee had spoken would not be interested in entering into a "bait and switch" either. He said all the entities had talked in terms of an initial contract needing to be at least three years, if not longer, to

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

make the transition costs feasible. He said, however, that the entities that contract with the Sheriff's Department are on a year-to-year basis and that the Sheriff's Department presents a price each year of every position and every level, every service, and it's presented as a "take it or leave it." It was not negotiable. He said the only choices those entities had was to start their own departments or to stay with the contract.

President Welsh asked if the subcommittee had been able to get a sense on how prices changed over time. Mr. Snyder responded that it was variable. He said Orinda, Lafayette, and Danville had done a collective study in 2009 because they had heard significant cost increases were likely. He said the study let those communities know it would be better for them to move away from the Sheriff's Department and establish their own departments. He added that those communities chose not to do that because of complexities with pensions.

Director Gillette said she was concerned about this because of how much a variance can mean, given the KPPCSD's limited budget. Thus, she said, if the KPPCSD was suddenly at the whim of another entity that decided to give a big increase to its police officers – one that the KPPCSD would never have agreed to, the District would be stuck because the cost of reinstituting Kensington's own police force would be prohibitive. She said the community needed to be considering that it would suddenly lose control over something that had been at the heart of the District's issues: The unpredictability of the budget from year to year.

Director Toombs said that, once the community contracted out, it would lose leverage: It couldn't say it didn't want a 10% increase. He noted that the Fire District had just had a 7½% increase in its contract with El Cerrito.

Maria McCauley said that savvy professional negotiators would make a difference, if the decision were to be made to contract out. She said such negotiators could set parameters in a long-term contract that would dictate how much costs could increase.

Tim Snyder said that, with respect to the negotiation of salaries and benefits for any of the communities with which the subcommittee had spoken, those communities "were going to do what they were going to do." He explained this was why due diligence was so important in choosing the business partner.

Fire District President Don Dommer said the Fire District was a "living example." He said this was a discussion about labor – whether it was outsourced or in-house. He said that, if the KPPCSD were to make a contract, like the Fire District had done with El Cerrito, that entity was just as concerned about its costs as the Fire District. He said El Cerrito based its increases on a means type of scale that included 20 – 30 fire departments, which places El Cerrito halfway between the lowest and the highest. He said he would ask Brenda Navellier to give the KPPCSD the Fire District's 20-year record. He said El Cerrito gets an economic benefit of contracting – Kensington is paying about one-third of El Cerrito's fire budget. He said it would be good to have a workshop on outsourcing. President Welsh said the Fire District had been doing this for about twenty years, so the KPPCSD should look at it.

Director Gillette said that, if the KPPCSD had paid Kensington officers what other agencies had paid their officers, it would not have been feasible.

Director Cordova said the Ad Hoc Committee had not been charged with producing a financial analysis for each proposed structure. It was just to produce findings, pros, and cons.

President Welsh asked about the estimate of the \$230,000 per year continuing liability the KPPCSD would have if it did contract out for police services and asked for how long this would continue. Tim Snyder responded that it would continue indefinitely and that it would be directed at paying off unfunded liabilities. He clarified that this would be only for the CalPERS pension liability. President Welsh asked when the liability would be paid off. Mr. Snyder responded that it would continue as long as the current employees and their dependents lived. President Welsh said that, whatever the cost of a contract for police service, the community would need to take this additional cost into consideration.

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

Mr. Snyder said that the CalPERS document was an interesting one and that the increase to the KPPCSD's unfunded liability had been about \$800,000 in the prior year. He noted that the KPPCSD had paid about \$200,000 during that year. Thus, he said, the liability had increased at a rate four times greater than the amount that had been paid – which indicated the liability would last a very long time and could be very large.

Director Gillette asked Lisa Caronna, Tim Snyder, and Rick Artis how long it would take to do the kind of analyses needed to take next steps to evaluate bifurcating, contracting and consolidation. Ms. Caronna said it would take time to define what this person would do, to determine whether the person would work full-time or part-time, and to find the money to afford this separate position. She said that these things might take about six months to complete. Tim Snyder said that the study done by Orinda and Lafayette was a benchmark, that it had been about an eight-month study, and that it had cost about \$900,000 to complete. Rick Artis said that, for consolidation, it would depend on when the community was ready to be surveyed, but he really didn't have an answer for how long it would take. He that said it was important to understand how the two Districts were funded and run and that consolidation should not be looked at as a financial band-aide for the KPPCSD. He said there needed to be a discussion about the community's buildings, and he encouraged the Fire Board to be public about the studies it was doing on the Public Safety Building.

Director Toombs said he had looked on the Fire District's website and there was nothing about past structural reports. He said he'd like to see those posted. He said he had submitted a Public Records Act request to Don Dommer, who had passed it on to the Fire District's General Manager. He said he wanted to see what the Fire Board was working on now and asked if there was some reason the community couldn't see this. Mr. Dommer responded that it was complicated: The Fire Board was looking at a number of different options, but it didn't have any cost estimates yet. Vice President Sherris-Watt said she was the conduit for information on this: She was the Chair of the Public Safety Building Committee. She said that, as soon as she had the Fire District's report, she would share it with everyone. Director Toombs asked where the Fire District was on the process and said the Fire District had said it would have a Town Hall meeting on it before the election, but this had been postponed. He asked if the Fire District had received a draft report. Mr. Dommer responded that the Fire Board did not have a draft but that it had given Director Toombs a copy of the structural report.

President Welsh thanked the Ad Hoc Committee.

MOTION: Director Gillette moved, and Vice President Sherris-Watt seconded, to adjourn the meeting.

Motion passed 5 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt, Cordova NOES: 0 ABSENT: 0

The meeting was adjourned at 12:00 P.M.

Len Welsh
KPPCSD Board President

Lynn Wolter
District Administrator

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

Meeting Minutes for 10/13/16

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, October 13, 2016, at 6:00 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. A Regular Meeting of the Board, in Open Session, followed.

ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Len Welsh, President	Mabry Benson
Rachelle Sherris-Watt, Vice President	Linda Lipscomb
Chuck Toombs, Director	Celia Concus
Patricia Gillette, Director	Catherine de Neergaard
	Gretchen Gillfillan
	Peter Liddell
	A. Stevens Delk
	Skye Dent
<u>Staff Members</u>	Karl Kruger
Interim GM/COP Kevin Hart	Leslie Reckler
Lynn Wolter, District Administrator	Marilyn Stollon
	John Gaccione
<u>Press</u>	Ron Wiselman
	David Spath
	Frank Lossy
	Jim Watt
	Lori Trevino
	Leonard Schwartzburd

President Welsh called the meeting to order at 6:05 P.M. President Welsh, Vice President Sherris-Watt, Director Toombs, Director Gillette, and Interim GM/COP Hart were present. Director Cordova was absent.

PUBLIC COMMENTS

Linda Lipscomb thanked IGM/COP Hart and said it had been a pleasure to have had him serving the community and noted his consummate professionalism. She said Kensington was the fifth safest community in the state, and she thanked him for this.

Mabry Benson said that Closed Session Item 3c was cryptic and asked if agendas could be more clear. She asked why the October 1, 2016 interview had not been announced on that meeting's agenda and when the Board had been told about IGM/COP Hart's resignation. She noted that there was an issue with CalPERS regarding IGM/COP Hart's time allocation in his roles as GM and COP and that the time allocation issue should be taken into consideration during interviews for the position.

22

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

Catherine de Neergaard said a recent police shooting indicated that communities and police needed to come together, and she said IGM/COP Hart had brought together the Kensington community and its police. She said that he had reached out to the community and that this was a model for what should be going on. She thanked IGM/COP Hart and said she was sorry to hear he was leaving.

Celia Concus said that, at the Board's prior meeting, she had read Mabry Benson's comments about why the CalPERS report had not been made public. She noted that the report had been sent to all the Directors in January. Director Toombs responded that he hadn't received the report in January.

The Board entered into Closed Session at 6:14 P.M.

- a. Public employment: Title: (General Counsel) – Pursuant to Government Code Section 54957.
- b. Public employee performance (Government Code section 54957(b) Title: Interim General Manager/Chief of Police.
- c. Conference with labor negotiators (Government Code Section 54957.6) Agency Designated Representatives: Jonathan Holtzman/Randy Riddle, Renne Sloan Holtzman Sakai LLP: Unrepresentative Employee: General Manager/Chief of Police.

The Board returned to Open Session at 7:29 P.M.

Roll call: President Welsh, Vice President Sherris-Watt, Director Toombs, and Director Gillette were present. Director Cordova was absent.

President Welsh reported that no action had been taken on any of the three Closed Session items.

IGM/COP Hart announced that the new sound system had been installed and that it included better microphones and assisted listening devices.

Vice President Sherris-Watt read a statement that had been sent by Director Cordova:

"Earlier this week, I was hospitalized in Italy due to an autoimmune induced cardiovascular event. I was discharged yesterday with a very good prognosis but will continue immunosuppressive therapy until my status improves. While I am unable to travel by plane at this time, I will continue to conduct district business by phone and email. Despite the challenging language barrier, I am receiving excellent medical care and resting comfortably."

Leslie Reckler said she had been a Kensington resident since the year 2000 and cited her involvement with the Korematsu Middle School and the Kensington Hilltop School and said she now serves on Bayside Council of PTAs. She thanked the members of the Board for their service. She said she had come to speak in order to ask for the community's support of Measure T and Proposition 55, both of which she said would help public schools. She noted that Measure T was a renewal of an already existing tax that would continue to support school programs. She said that Proposition 55, a statewide measure and also not a new tax, would be an extension of a proposition passed in 2012 that had restructured the way in which public schools were funded. She reported that California's public schools ranked 42nd, an improvement from its earlier standing as 49th, in state spending. She noted that, despite this lagging funding, 13 of the West Contra Costa School District's schools, including the Kensington Hilltop School, had received California Department of Education gold ribbon awards for innovative practices.

Mabry Benson said that, at the Board's September 20th meeting, she had asked why there had been no mention of the CalPERS audit at meetings or in General Manager Reports. She noted that she had received no answer. She said she had heard later that Director Toombs had told someone that she had been talking about a confidential report. She said she wanted Director Toombs to clarify that the report was not confidential. Director Toombs responded that he didn't recall having said that and that, if it were a CalPERS audit, he couldn't imagine why it would be confidential. Director Toombs added that the only thing he had said to Celia Concus was that he had not received the report. Director Gillette

commented that Vice President Sherris-Watt had not received the document either, which Vice President Sherris-Watt confirmed. President Welsh said he, too, didn't remember receiving it and added that he thought it was pretty routine for CalPERS agencies to receive these reports. Ms. Benson said it was inexcusable that the report had been buried. She said that IGM/COP Hart had claimed in a letter to CalPERS that all his time was spent on public safety duties and that the Brown Taylor report allocated 65% to the COP. She said that Dr. Spath had noted that all the items cited in the CalPERS audit had occurred while former GM/COP Harman had been at the District. She noted that IGM/COP Hart was appealing some of the items, so it was still a current issue. Ms. Benson asked how much the legal opinion about needing a three-fifths vote to amend the Policy and Procedures Manual had cost.

Jim Watt said he had just returned from six weeks abroad and so had just learned about the CalPERS audit of the District's pension plan. He said the document indicated that the IGM/COP and the Directors had been copied on the findings, and thus he had assumed they had been informed of the findings. He said that item #5 in the report indicated that the GM/COP's pension should be based only on that portion of his time devoted to police duties – it should not include time spent on GM duties. He said he believed the Brown Taylor Report that said that 35% of the GM/COP's time was devoted to GM work because of the amount of time the GM/COP must spend at Board and Finance Committee meetings, on park and park building issues, and dealing with audits and legal matters. He said that, for IGM/COP Hart to claim that the two roles are "enmeshed" did not make sense. He said the Board should expect a one-third GM and a two-thirds COP split. He noted that, on this basis, IGM/COP Hart's pensionable benefit would drop from 3% to 2% annually. He said that, for the approximately 18 months of service, IGM/COP Hart's total Kensington pension would drop from about \$6,500 to \$4,300 annually. He said that if IGM/COP Hart or his spouse were to live another 20 years, this would be a savings to Kensington taxpayers of \$44,000. He asked why the concerns of this report had not been brought to the public's attention and why it hadn't been included as an agenda item for the Board to discuss. He asked why Board members – especially those who had served for a long time – and legal counsel not been aware of the issue and taken steps to bring the District into conformity. He asked if former GM/COP Harman's pension had been appropriately adjusted and if this would be clarified in future contracts into which the District might enter. He asked why, with IGM/COP Hart leaving, the Board wasn't looking at a part-time GM since the evidence suggested that this job could be done in a 20-hour workweek. He said the evening's agenda dealt with procedural issues, such as limiting the public's comments from five to three minutes and allowing meetings to extend beyond 10:00 P.M. He asked why there had been no mention of this pension issue or the choices about who might replace IGM/COP Hart. He also asked why the Board would not be discussing the recent CalPERS valuation study, which showed that, a year ago, the District's unfunded reserves had increased by \$514,000. He said that, once again, the public had been left in the dark about the issues that really matter.

Leonard Schwartzburd said that everything he was going to say related to the upcoming election and the fitness of the controlling majority of the Board to continue governing the community. He said that amending the Policy and Procedures Manual to a three-fifths requirement to amend to extend meetings beyond 10:00 P.M. should be left to the new Board. He said the new Board may vote to amend it if the current Board voted to change it. He asked if the Policy and Procedures Manual was governing or only advisory. He said President Welsh and Director Toombs had repeatedly claimed the Manual was a set of guidelines. He said the misguided attempt to amend made it seem like the "old guard" that had so badly mismanaged Kensington was trying to maintain its grasp on power. He said that, for those who were motivated by power, losing was painful. He said that, with the attempt to amend it, the Manual appeared to be governing, which, he said, was a threat to their power. He asked who was overseeing IGM/COP Hart's retirement benefits and his claim that 100% of his time was devoted to COP. He said IGM/COP Hart hadn't done his job as a District Manager when he had allowed himself, as COP, to make what appeared to have been his specious claim. He asked if the Board had assured that the District would not be paying more in retirement benefits to IGM/COP Hart than he had a right to. He said that the COP part of the job was 50% time and the GM part wasn't covered and asked if, under those circumstances, he was entitled to any benefits. He asked if the community was entitled to recover 50% of the cost since IGM/COP Hart said he hadn't done 50% of his job. He said some people were of the opinion that this had been a violation of law and asked if the Board was dealing with this issue. He

said the public had a right to know whether the Board, still dominated by the old guard, was finally protecting the taxpayers by exercising proper oversight.

Linda Lipscomb said she had come to praise IGM/COP Hart. She said that, of 417 cities with 5,000 people or more, a recent study had found Kensington to be the fifth safest community in the state. She said she wanted to thank both the old and new guard and, in particular IGM/COP Hart for this. She said she was very sorry IGM/COP Hart would be leaving – he had been a calming and measured hand for the community. She said the Board and IGM/COP Hart had contributed immeasurably to the safety of the community and said she would like to see this continued. She added that the officers, who were the “boots on the ground,” kept the community safe. She thanked IGM/COP Hart and said she that she was glad the community was doing so well and that she would miss IGM/COP Hart.

David Bergen questioned the comment that Kensington was the fifth safest city in California. He said that Kensington wasn't a city and that he had done a search on the internet and had found one other site that had found Kensington to be the thirteenth safest community in the state. He said he hadn't found one other site that had mentioned Kensington. He said the site that had found Kensington to be the fifth safest was a financial site that dealt in rentals back east. He said one could make statistics say anything you wanted them to, depending on how one asked the questions. He said he was sure Kensington was a safe community, but he didn't think it was the fifth safest in the state because one would have to compare Kensington to other locations like it, and there were very few others like it.

Karl Kruger said he was sorry that IGM/COP Hart was leaving and thanked him for what he had done. He said he wanted to talk about a letter, written by Jim Watt, which had appeared in the October Outlook. He said he was surprised by how someone could inflate – how some one could make three points, and every one of them was wrong. He said one point had been that the District spent \$2.7 million to compensate ten officers. He said that the June 2016 statement – with the amounts added up – showed that total compensation averaged \$167,411 per officer. He said this amount included the IGM/COP's compensation, officers' salaries, compensated time cash-outs, overtime, uniform allowances, medical insurance, disability insurance, life insurance, PERS, and workers' compensation. He said it was very convenient to inflate numbers just before the election. He said he didn't think there was anyone in the room who hadn't made up his/her mind on how they would vote, but he said he found it incredible that Mr. Watt would have done this. He said Mr. Watt had objected to the MOU for the officers, in which the officers had received a 3% increase and had given back 3%: It was a revenue-neutral agreement. Mr. Kruger said that Mr. Watt had objected to this MOU on three separate occasions at the Finance Committee meeting and then at a Board meeting. He said that, last June, he and Mr. Watt had attended a Fire District Board meeting at which time that Board had given a 3% increase to El Cerrito. Mr. Kruger said Kensington was already paying 2.7% as much as El Cerrito. He said that the Fire Board had taken about two minutes to discuss this item and that, of this time, he, Mr. Kruger, had spent about one-and-a-half minutes objecting to the increase but that Mr. Watt had said nothing: Mr. Watt hadn't seen anything wrong with that increase. Mr. Kruger said Mr. Watt had been talking about our department being on the upper end of cost. He said people should look at the Ad Hoc Committee report, which says the police department is exactly in the middle. He said he thought Mr. Watt had mixed up the fire department – because the Kensington Fire Department was the highest one in there. Mr. Kruger also said that Mr. Watt had stated that the IGM/COP made all the decisions on expenditures. Mr. Kruger said he had been serving on the Finance Committee for five years. He explained that proposed expenditures came to the Finance Committee and then to the Board. He said the Board approved the budget, not the IGM/COP. Mr. Kruger said he was very disappointed that Mr. Watt would use this time to make three incorrect statements in the Outlook.

John Gaccione asked where the District stood. He said that the IGM/COP had submitted his resignation and would be gone by the end of the month. He asked if an exit interview would be conducted and if so would the results be made public or if they would not be disclosed, as had been the case for previous employees. He asked if the community could put its trust in the KPPCSD majority to manage the transition to fill or restructure the vacant position. He said that, because of forethought on the parts of Vice President Sherris-Watt and Director Cordova, there were succession plan options. He noted there also was information from the Ad Hoc Committee addressing the separation of the GM/COP position.

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

He said that the position had been combined for over 60 years and that the combined position had outlived its usefulness. He said that, instead of saving the community money, it was probably costing it money. He said that, in prior elections, the Board majority had been less than forthcoming with problematic District news. He said some claimed that the Board had known about the Reno scandal as it had been occurring but chose to withhold the information from the community. He said it had been a local newspaper reporter who had broken the story and had made the information public. He noted that the Board had not made the information public before the election. He asked if anyone had seen the Reno internal investigation report yet. He asked how the District would maintain transparency and accountability and how the community would go about regaining trust in the police departments and ensure the financial viability of the District without resorting to what amounted to a hostile takeover of the Kensington Fire Department. He said he hoped the District would put its house in order and put the community first.

Ron Wiselman said he objected to the public comments about the Proposition 55 and Measure T. He said he thought it was partisan and set a poor example. He said he thought it was all right for someone to leave a pamphlet.

Skye Dent said she was opposed to Proposition 55 because she didn't think the money was distributed equitably. She said she had found the police department to be fair and objective and to have responded well to her concerns. She said she liked what the police department was doing and so did everyone she knew. She said that the last time she had said something good about the police department, someone had stepped up and called it propaganda. She said the next time that person did this, that person would know the meaning of slander or libel.

Lori Trevino said she wanted to address the CalPERS audit. She said she understood from previous comments that the Board had not received a copy of the report. She asked:

- When the Board did know about the audit.
- Which Board members knew about it and when.
- Who authorized the appeal of the findings. She noted that these were policy decisions that should be made by the Board.
- Has CalPERS made any final determinations on the appeals.
- Has the Board been notified of these.
- What are the cost implications of the findings.

She said these questions needed to be considered before the Board moved forward with hiring a GM and/or a COP.

Gretchen Gillfillan said that she had lived in Kensington for 58 years and that she wanted to tell IGM/COP Hart she would miss him. She said she had found him to be fair, a good listener, and very thorough with his reports. She said that she was pleased with the Ad Hoc Committee's report and that so much time and effort had been put into it for the community. She said that, if the community had had to hire someone to do that work, it would not have been affordable. She said she was grateful the community had that report, and she thanked David Spath.

BOARD COMMENTS

President Welsh said that he wanted to extend his heartfelt appreciation and thanks to IGM/COP Hart for his service and that he had done a wonderful job. He said there weren't a lot of people who understood how hard it was to run Kensington, day in and day out, and the different issues that crossed IGM/COP Hart's desk every day. He said the community didn't run itself: There were all kinds of problems that occurred, a large number of phone calls, and many visits with citizens. He said he wanted to thank IGM/COP Hart for his professionalism. He said that IGM/COP Hart had done a lot to professionalize Kensington's police force, and the way in which the office was run. He noted that IGM/COP Hart had just hired a consultant to assist with the property room and related matters and to bring the police department up to state-of-the-art. President Welsh said there had been progress made

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

on the way firearms were managed and reiterated that IGM/COP Hart had done a lot of things. He noted it was tough to make changes with officers because, by nature, they had to be tough to do their job. He thanked IGM/COP Hart and said Kensington had had a fantastic deal in having him come to the District and putting his heart and soul into the work. IGM/COP Hart received a round of applause.

Director Gillette said she wanted to echo President Welsh's comments. She said it had been the best of times and the worst of times when IGM/COP Hart had come to Kensington. She said it had been the worst of times because the community had been in disarray, with a lot of accusations being made, a lot of difficult situations with which to deal, and a lot of mistrust and misunderstanding about what had occurred with the Reno matter. She said that there had been a misunderstanding of the facts and of the law and that members of the Board had made some mistakes. She said it had been the best of times because it had been an opportunity for someone to try to change this dynamic. She said she was grateful that IGM/COP Hart had come in with a "can-do" attitude and a willingness to reach out to all parts of the community and to bring them together. She said she remembered the barbeque he and his wife had sponsored for the community and the Thanksgiving event he had organized. She said he had done as much as any human being could to try to mend the deep fissures in the community. She said that, with respect to the police department, he had brought a level of professionalism that had been needed. She said that, as a member of the Board, she greatly appreciated what IGM/COP Hart had done and that she was sad he was moving on. Director Gillette said there had been something on Next Door, saying that IGM/COP Hart had been fired. She said she wanted to make it clear that he had not been fired: This had been IGM/COP Hart's decision to resign. She said the community owed IGM/COP Hart a deep debt of gratitude, and she thanked him for all he had done for a community she loved. She said she hoped members of the community could learn from IGM/COP Hart and say that it was time to put aside the divisiveness, to stop talking about the Board majority and the Board minority, to stop telling untrue stories, and to stop making accusations not based in fact. She said she would have more to say about what it's been like to serve on the Board at the next meeting. She said that IGM/COP Hart had come into the community and had done a lot of good and that the community should thank him for trying to bring Kensington back to the core values that made it a wonderful place to live. IGM/COP Hart received a round of applause.

Director Toombs said IGM/COP Hart had done a terrific job, had brought a breath of fresh air, had been fair and judicious, had run the force objectively, and had had a firm hand on the tiller. He said all would miss IGM/COP Hart and his service. He reiterated that IGM/COP Hart was leaving for his own reasons: No one pushed him. He said that IGM/COP Hart had been a pleasure to work with and that anyone had been able to go in and visit with him whenever they had wanted, which was a good element of community policing. He said IGM/COP Hart would be a tough act to follow and wished him luck in his future.

Vice President Sherris-Watt said she had not be able to slow IGM/COP Hart down. She said she had tried to pull back projects and to get IGM/COP Hart to do less; but he had refused at every turn. She noted that the community had a new sound system and many other things because of IGM/COP Hart. She said he had come to every meeting she had had, which she appreciated. She thanked him for the information he had provided to her as a new Board member. IGM/COP Hart received another round of applause.

Vice President Sherris-Watt reported that the Park Buildings Committee had met on October 5th. She said the Committee had heard from the five architects that had submitted proposals for the RFP, and they had been wonderful. She said that all the teams had a connection to a Kensington resident and that they had been enthusiastic about bringing the Community Center into the 21st century and making it safe. She announced that there would not be an October 17th meeting of the Committee – it was being delayed because there were more pressing matters for the Board. She said she would let everyone know when the next presentation would occur.

Vice President Sherris-Watt reported that, on October 7th, she had attended the State of Our Schools breakfast for the West Contra Costa School District. She said that it had been a good event and that the new Superintendent, Matthew Duffy, was very affirming about the state of the schools.

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

Vice President Sherris-Watt reported that she had just returned from the California Special Districts Association Conference. She said she had a lot of information to share but hadn't been able to bring it together yet. She reported that she had attended sessions about on-boarding new members, strategies for collaboration, district re-organization, and navigating a CalPERS audit. She said she would be sharing this information over the coming weeks.

STAFF COMMENTS

IGM/COP Hart reported that the prescription drug take-back day would occur, in conjunction with the fire department, on October 22nd, from 10:00 A.M. until 2:00 P.M. He reported that the Kensington Parade would be held on October 23rd, from 12:00 until 3:00 P.M. He also reported that by 2017 he would have spent 40 years in law enforcement. He said it was time to go on to do something else: he had four grandchildren and wanted to do something different. He said that he was absolutely not being fired and that most of the Board members were disappointed he was leaving. He said Kensington was a fantastic community with wonderful residents. He said that there was more work to be done in the police department and the community but that the "ship had been set right." He said that he had updated policies and noted that the community was a passionate one and that good questions were being asked. He said that it had been a great year-and-a-half, that he felt invested in the community, and that he would be watching to see what the Board chooses to do. He commended Advanced Systems Group for the new audio-visual system. He said he would assist in any transition and would stay as long as was needed – until the Board made a decision about his replacement. He thanked community members who had sent emails and well wishes. He received another round of applause.

District Administrator Wolter thanked IGM/COP Hart. She said it had been a pleasure to work with him, and he was a consummate professional. She said he had pushed all staff members to produce more for the community's benefit. She also thanked IGM/COP Hart for the work he had done in the park – the trees that were trimmed and the added benches and barbeques – all for the community's benefit. She noted that IGM/COP Hart had envisioned the new sound system from just about the first time he had attended at District meeting and that he had persevered with project, just as he had done with every project, to ensure that every detail was perfect and that all the pieces were in place before moving forward. She noted that all this had been done with the Board's approval. She said that IGM/COP Hart had worked hard to keep the Board apprised and that whenever people telephoned the office he had made time to take those calls unless he had been truly otherwise occupied. She said the community had been fortunate to have had IGM/COP Hart at the helm for the past year-and-a-half and thanked IGM/COP Hart. This was followed by another round of applause.

CONSENT CALENDAR

President Welsh asked if anyone wanted to pull something from the Consent Calendar.

Director Toombs asked to pull items a, e, and g.

A. Stevens Delk asked the Board to pull items a and b.

Director Toombs said that, with respect to item a, there were two things he wanted to note, with which he was still frustrated. He said that, on page 7, the minutes stated that the Board was still looking for a detailed analysis of the legal fees. He said he wanted to see this soon so the community could see how its money had been spent.

Director Toombs noted that, on page 14, he had asked a question about Nicolay, which would be the District's new health plan actuary: Would the District re-start the clock with the new actuarial report, or would the new report be a stop-gap – with a new report needing to be done two years from the date of the last report. IGM/COP Hart responded that Nicolay had provided an answer: "It depends." He added that the actuary would need to get into the work to determine the answer and that Nicolay would be "taking a snapshot" from the last actuarial report and updating it. IGM/COP Hart noted that the

purpose of the upcoming Nicolay report would be to determine if the District was contributing enough to its OPEB Trust.

With respect to page 9 of the minutes, Director Toombs asked if the franchise fee paid to the County was an expense or an offset to revenue and if Deborah Russell, CPA, had had a chance to speak with the District's auditor about this yet. President Welsh said he wanted to ensure this was done in the most appropriate way, from an accounting standpoint. He noted that it was understood that a certain amount of the franchise fee was to go to the County and a certain amount was to come to the District: 3% to the County and 4% to the District.

A. Stevens Delk noted an error in the footer date of the minutes. With respect to item b, she said that, at the prior month's meeting, about \$35,500 of the Bay View franchise fee had vanished from the franchise fee revenue for FY 2015-16. She said she had been told that this had gone to the County as its 3% fee. She said she thought this should be a line 890 expense rather than a reduction to line 448 revenue. She said that, in the current report, a slightly different amount of \$35,600 had been subtracted from line 448 revenue in September, with the notation that the negative entry reflected the 2015-16 payment to the County. She asked if this had been the actual amount of the fee and if this payment had been in addition to the amount shown in the prior month's report – had a \$71,000 payment been made. District Administrator Wolter responded that the District's CPA, Deborah Russell, had made an adjustment, as a sort of place-saver, as a close approximation of the amount due to the County and that Deborah Russell subsequently had calculated exactly what was due to the County: Then the adjustment had been reversed and the actual entry had been made for the check issued to the County. Dr. Delk asked for confirmation that there had not been two checks issued to the County. District Administrator Wolter responded that two checks had not been issued. A copy of Ms. Delk's comments is included in the November 10, 2016 Board Packet, under correspondence.

Dr. Delk asked IGM/COP Hart if there was a new contract with the County and, if so, what the new franchise fee would be. President Welsh responded that there had just been a meeting with the County, that the County was proposing to update the current MOU to modernize the language, and that the fee would not change. He said he would like to complete this within the next couple of months.

Director Toombs addressed item b. He said there were some statistics about traffic safety he wanted to note. He said he wanted to compliment Master Sergeant Hull on his 35 traffic stops, for which he had issued 30 moving citations. He said the community owed this officer a debt of gratitude for making people obey the traffic laws and for making the community safer. He noted that Officer Foley had made 43 traffic stops, with 6 moving citations. Director Toombs said he was glad to see the officers were doing their job. He also noted that Master Sergeant Hull had written a very nice letter to IGM/COP Hart about his departure and said he wanted to commend Master Sergeant Hull for writing such an effusive letter.

Director Toombs said he wanted to address some of the correspondence included in the Board Packet. He said that Mabry Benson had written about the Brown Taylor report and that he, Director Toombs, had told people to look at it. He said that he had gone back and looked at the report and that, what was interesting was, Ms. Benson, Jim Watt, and others had cited this report as the authority for the notion that the GM part of the GM/COP job was 35%, and the COP part was 65%. He said the report had addressed what had been in effect before 2007: It didn't address the current allocation. He noted that Brown Taylor's report had been part of an organizational review. He said that, to close the matter out, the District should look at the job description and come up with an allocation.

MOTION: Director Toombs moved, and President Welsh seconded, to adopt the Consent Calendar.

Motion passed: 4 – 0.

AYES: Welsh, Gillette, Toombs, Sherris-Watt NOES: 0 ABSENT: Cordova

OLD BUSINESS

- 7a. The Board received a briefing by Peter Liddell, who provided a short presentation on the vegetation cleanup accomplishments of the Park Grounds Committee.

President Welsh announced that Peter Liddell would be making a presentation about the Park Grounds Committee's work that had been underway for the past two years. President Welsh reported that this project had begun to get a handle on the vegetation in the park and to reduce potential fire hazards.

Vice President Sherris-Watt asked Mr. Liddell to identify the members of the Park Grounds Committee. Mr. Liddell responded that the core group had been President Welsh, IGM/COP Hart, Charli Danielson, Katie Gluck, Gretchen Gillfillan, and himself. He noted that others had participated from time to time: Rey Barraza, Dan O'Brien, Peter Conrad, Mabry Benson, and Lisa Caronna.

Mr. Liddell showed a series of before-and-after photos to showcase the improvements that had been made and the hazards that had been removed from the area around the Community Center as well as elsewhere in the park. He thanked everyone who had helped, especially President Welsh and IGM/COP Hart as well as Dan O'Brien and Charli Danielson who had initiated the effort. He noted that the number of hours spent by volunteers had qualified as in-kind donations that enabled the community to receive grants from Diablo Fire Safe. Mr. Liddell thanked Bay View Refuse, Ciara Wood, Diablo Fire Safe, and IGM/COP Hart. He also thanked the Arlington Community Church for allowing a dumpster to be parked on its part of the parking lot. He said the budget for the work had been zero, and the sweat equity invested had earned \$10,000 in grant money, which had been used for tree pruning and removal. He noted that IGM/COP Hart had written and submitted the grant proposals. Mr. Liddell received a round of applause

President Welsh thanked Charli Danielson for her excellent lessons on vegetation management. Ms. Danielson also received a round of applause.

- 7b. The Board discussed and considered taking action on the recruitment and selection process of a new General Manager/Chief of Police. As part of the discussion, Director Cordova was to lead a discussion of the Board about the previously discussed "Authorization for Success Planning for Interim GM/COP Position."

President Welsh introduced the item and said this would be an update on where the Board was in finding a replacement for IGM/COP Hart. He said Director Cordova had asked to have, as part of this discussion, a description and consideration of the "Authorization for Succession Planning for the Interim GM/COP Position," which had been developed by Vice President Sherris-Watt and Director Cordova. He asked if Vice President Sherris-Watt wanted to speak about this, given Director Cordova's absence. Vice President Sherris-Watt read that Director Cordova had returned the item to the dais "to provide the public an opportunity to hear and comment on the board's plan to fill the imminent vacancy of the Interim GM/COP position." Vice President Sherris-Watt said that, when she and Director Cordova had written the document, they had been discussion ideas and considerations for moving the District forward. She noted that the document had been prepared in May 2016, when there had been discussions about moving into the next phases. She said it was hoped the Board could get a sense of what people were feeling.

President Welsh said that perhaps it would be good to talk about what the Board was doing in terms of coming up with a replacement – a person who was fully intended to be an interim replacement. He said the IGM/COP Hart would be leaving at the end of the month, and the Ad Hoc Committee had just finished its report, which addressed the pros and cons of maintaining the current set-up or going to a split position. He said the Board would need to have a discussion about where it would want to go next, given the Committee's findings. He said more time would be needed to find out where the community would want to go on a permanent basis. He reported that, in the meantime, there was a candidate who

had participated in the initial interviews from which the Board had selected IGM/COP Hart. He said the Board had been talking with Kevin Kyle, who appeared interested in entering into an interim contract. He said it was hoped that Mr. Kyle would come in as a retire annuitant, which meant he would be receiving the kind of salary he had been receiving before he had retired, but there would be no pension or healthcare liability: It would be an hourly wage. He said retired annuitants could work for up to nine months per fiscal year, based on an eight-hour day. He said that it was hoped the Board could hire Mr. Kyle as of November 1st and that he would stay as long as nine months within the current fiscal year. He noted that the Board could terminate Mr. Kyle if, at any point, it wanted to move in a different direction. Director Gillette said she wanted to clarify that the District would post the job because it would be looking for a permanent replacement, assuming the current structure would remain in place. President Welsh said the position would be opened up to other candidates, if any were interested. He said the District would be advertising for the position on the website and in a local newspaper. President Welsh said that Mr. Kyle was a candidate about whom the Board knew and that, perhaps, there would be other candidates: it would be an active recruitment for someone new to fill the position. Vice President Sherris-Watt said she wanted to clarify that the limitation was 960 hours per fiscal year. She said the Board was still addressing some concerns with legal counsel.

Frank Lossy asked for information about Kevin Kyle. Director Toombs responded that he had been among the candidates when IGM/COP Hart had been hired. President Welsh noted that Mr. Kyle's resume had been published during the last recruitment. Director Gillette said Mr. Kyle had been the Assistant Chief in Santa Clara County for many years. She reported that he had become the interim job of Chief of Police for Santa Clara County for about two years, when the Chief had retired unexpectedly and that he had had experience doing all the things the District needed: Building renovation, managing large staffs, doing discipline, preparing budgets – all the kinds of experience one would expect of someone working at a large an agency to have had. She said that Mr., Kyle is a delightful man, extremely kind, and professional and that he would continue IGM/COP Hart's good work.

Linda Lipscomb asked if the District would have an interim arrangement with Mr. Kyle and if he would be the IGM/COP. President Welsh responded in the affirmative. She asked if he could be an applicant for the permanent position. Director Gillette responded that she wasn't sure he could do so because of his status as a retired annuitant. Vice President Sherris-Watt responded that he could not do so: Retired annuitants could have one contract, with time limits of 960 hours per fiscal year, that could cover two fiscal years. She clarified that there could not be one contract for the first fiscal year and then another one for the second fiscal year. President Welsh added that a retired annuitant could work for 960 hours this fiscal year and another 960 hours in the next fiscal year. He noted that, if after two months, the Board determined if it wanted a different arrangement, it could let him go. Director Gillette added that the Mr. Kyle could not be paid more than the hourly rate being paid to the current IGM/COP and that Mr. Kyle, as a retired annuitant, would not receive benefits. Ms. Lipscomb recommended hiring Mr. Kyle.

Vice President Sherris-Watt said she favored bifurcation. She said that, after seeing the level and the amount of work that went into the job – seeing how much work IGM/COP Hart had done – and after reviewing the Ad Hoc Committee's work, she didn't think the District held the capability of encompassing one person. Thus, she said she favored bifurcating the position, but she said she had questions for the attorneys about how that process would work and how it would be accomplished legally. She said the Board was working to ensure it was following the letter of the law, with respect to posting the job and giving notice to the community.

President Welsh noted that the bifurcation issue was on the table for discussion there were different ways to go about it. He said one option would be a part-time General Manager and a full-time Chief, part-time for both, or full-time for both. But, he said this would have a price tag associated with it. He said bifurcation should be seriously considered, but community input would be needed. He noted that this likely could not take place for several months, thus action needed to be taken now to ensure a smooth continuing operation.

Director Gillette said that, contrary to public opinion and since she had come on the Board, she had questioned why the District hadn't had the General Manager and Chief of Police divided. She said she continued to believe this was the structure the District should have. But, she said, to rush into that decision right now – to take a chance of undoing the good work that had been done by IGM/COP Hart in reforming things that had gone astray under the former Chief – it was in the community's best interest, for a short period of time, to figure out how the District would fund it and structure it, what the responsibilities would be, what the division of labor would be, and where the offices would be. She said that the people who said the District should rush into making this decision in the next two weeks – this would be irresponsible. She said a reasoned choice and a smooth transition were needed in order not to lose the good work that had been done to turn around the police department and the community.

Celia Concus said she didn't think she was being irresponsible in saying that, because this was an interim time, it might be an opportunity to try something and gain a new perspective. She said her suggestion was to try having a separate General Manager with the skills to manage from a business perspective and someone to act as the Chief of Police. She said that, by law, the District was required to have a GM. She said she commended the Board for having raised the issue of separating and having a hierarchical structure so that things didn't come to the COP, who then would put on a different hat, and act as the GM. She said the Board couldn't have the same person in these two roles: It didn't work and this had been seen repeatedly. She said to Director Toombs that, if this seemed to have been the way the District had operated for sixty years, maybe it was time to look at what community and police work had been like 60 years ago. Director Toombs responded that the fact of the matter was that this was a question of cost. He said that, if the community could afford it, that would be terrific: He would love to have the job split in two. He said that the District didn't know what this would cost or who would do those jobs, and that, until the District did know this, he was in favor of an interim arrangement so the District could move into that transition intelligently. Director Toombs said he was interested in being flexible in moving toward the future. Director Gillette said she wanted to clarify that Kevin Kyle had the kind of background and experience to fill this role quite adeptly and that it would be terrific if the District could get him.

Mabry Benson said she thought the Board was putting the cart before the horse. She asked the Board why it had been interviewing a candidate when the subject of what to do hadn't been discussed in public: This should have been done. She said she thought the Board was going to ignore the continuity plan that had been presented by Vice President Sherris-Watt and Director Cordova last May. She said she was glad that the replacement being considered was a temporary one, though she thought the Board should consider a part-time GM. She said this was an opportunity to have a public hearing solely on the topic of bifurcation. President Welsh responded that, with all due respect, the Board had just received the Ad Hoc Committee's report. He said the next step would be to get input from the public. She responded that she had been pushing for a public meeting since before the Ad Hoc Committee. President Welsh responded that there needed to be information to provide to the community before such a meeting could be held, and the Board had that now.

Leonard Schwartzburd said he would have to agree with Director Gillette and President Welsh, with respect to how to approach this: It would be a mistake to rush into an experimental model before making a real decision. He said he had no problem with hiring an interim GM/COP, though he thought it was a poor model. He said Director Toombs had raised the issue of whether the District could afford the two positions. He asked whether it could be afforded not to. He said that, because things had been structured the way they had been had resulted in incredible costs – legal costs and all kinds of costs. He said he didn't think the District could afford to continue on the path it had been on. Director Toombs responded that the District had an opportunity to draw a brand new slate on how the whole community is governed. He said that, when the Board had put together the Ad Hoc Committee, the notion – as Director Cordova had said – was that there were no sacred cows: Everything regarding Kensington governance should be on the table for everyone to look at. He added that this was where the community was now. He said he agreed with President Welsh: The next step should be to tell the public, in a series of meetings, what the options are and asking in what kind of community residents want to live and what kind of governance structure residents want. He said he had been arguing for two or three years about town hall meetings on where the community wanted to go. He said Dr. Schwartzburd had

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

complimented him for doing this and had offered to help. Dr. Schwartzburd said that he was still willing to help and that he agreed with the approach of taking enough time to engage in an orderly process and to restructure what's going to be restructured. He added that he didn't think continuing to combine the two positions would be an economy measure: It would be just the opposite.

Marilyn Stollon said the community was faced with deciding whether it wanted another COP whom also did GM work or whether it wanted to act on the findings of the Ad Hoc Committee, which stated that separating the GM/COP position would be the preferred structure. She suggested seeking an interim GM through Public Law Group and having Master Sergeant Hull act as interim COP. She read a passage from the ICMA brochure that cited the benefits of having a professional city manager. She encouraged the Board to take steps to employ a truly professional GM. A copy of Ms. Stollon's comments is included in the November 10, 2016 Board Packet, under correspondence.

Leonard Schwartzburd asked if the position needed to be advertised and what steps were being taken. President Welsh responded that the advertisement had already posted and that, if somebody applied, the Board would consider them, based on their qualifications – just as the Board had done with candidates in the past.

Ron Wiselman asked, if the Board needed to start interviewing and found someone they liked, would that person assume the position of GM/COP. President Welsh responded that the person would become the Interim GM/COP, until the Board figured out how it wanted to restructure the position. Mr. Wiselman asked if this was an opportunity to hire someone for 32 hours a week and then give the balance of the salary to Master Sergeant Hull in order to try out the system. President Welsh responded that he didn't want to experiment with the town of Kensington. He added that, if there were to be change, he would want to have a community process, where the community would get to review the incredible work the Ad Hoc Committee had done in order to get information. President Welsh said this would be a big move. Mr. Wiselman said there was an opportunity to straighten out the whole GM/COP thing and asked if it would cost the community anything to have Master Sergeant Hull work on that. President Welsh responded that it was the sense of the Board that it had a great process with the Ad Hoc Committee, and it didn't want to make changes until there had been greater participation of the community in making this decision. Therefore, he said, the Board would be holding things as they had been to ensure that no balls got dropped. President Welsh said that no opportunity was being lost – the Board could make a change in the future. Mr. Wiselman said it felt as though the Board was pushing through the old agenda again.

John Gaccione said he was happy to hear from Director Toombs that there were going to be no sacred cows. And with respect to experimenting in Kensington, he said the Board had been experimenting because it couldn't separate the GM and COP. Thus, he said, every time someone came in, it was an experiment because the Board didn't have a percentage established for each part of the job – each person determined his/her own allocation. He said the Board's track record for picking people had been spotty. He said former GM/COP Harman had come to mind because of all the criticism being cited about how he hadn't been doing his job. He said the community had paid former GM/COP Harman good money and was still paying him good money and asked where the Board was going.

David Spath said that, having spent a year going through the research on this particular issue, he commended the Board for taking a thoughtful approach and bringing on another interim GM/COP. He said he agreed with Leonard Schwartzburd and Mabry Benson; that the Board needed to listen to the public and had to go out and present the different options – hold public hearings on this and then make a final decision. He said the Board also needed to look at different opportunities. He said that the Board was looking at a retired annuitant and that it was possible to write a contract for a retiree and not have it as a retired annuitant. He said that the Ad Hoc Committee had had conversations with CalPERS about this as part of its research and that it might be possible to do this for a Chief of Police and for a General Manager. He said that there were all sorts of options and that they needed to be thought through very carefully. He said that, in the interim, the Board was doing the right thing by getting a short-term interim GM/COP, until a final decision could be made.

33

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

Vice President Sherris-Watt said she appreciated everyone's input. She said she didn't think the Board would be taking any action: This had been about listening. She said she looked forward to public input, but she was committed to bifurcating the position.

Director Gillette said that she wanted to supplement what Vice President Sherris-Watt had just said – that, contrary to public opinion, she and Vice President Sherris-Watt had worked together to get the interviewees here. She said that the Board majority and the Board minority had worked together and that Vice President Sherris-Watt and she had worked together to do everything they could to make a smooth transition. She said it had happened on several occasions during the Board's tenure that Board majority and the Board minority had worked together. She thanked Vice President Sherris-Watt for being part of that process and for being on top of those things needed for a quick transition period.

Marilyn Stollon said the Board had interviewed for the combined position and asked if the Board had spoken with the Public Law Group's consulting arm to get some input from them on their experience in providing a part-time GM to other communities. She said she had read reports from interim GMs who had looked at the same issues Kensington was considering. Director Toombs responded that he wanted to make it clear: The Board was looking at bringing on someone in an interim position so it could have the very dialog Ms. Stollon had just suggested, further down the road. He added that the Board needed someone October 31st: It couldn't wait. He said that everything the Board was doing – and he thought there was consensus on this – was to bring on an interim person so thoughtful discussion could follow. He said this actually was an action item: To proceed with the framework for hiring an interim person.

Vice President Sherris-Watt responded to Ms. Stollon and said she had spoken with John Holtzman of PLG when she had first opposed the extension of IGM/COP Hart's contract, on the basis of the workload. She said she wouldn't have opposed the extension had she not had a plan: Her plan had been to bring in a supplemental GM who would come in and provide work. She added that, at this time, the Board was discussing different issues with different legal issues and said she still had legal questions.

Director Toombs said Board approval was needed to move forward with the process of hiring an interim GM/COP.

Frank Lossy said he had been a resident for about 50 years. He said he was pleased by the discussion and to hear that many of the Board members were favorably inclined to split the position, which he said would be a wiser arrangement than the one in place for many decades. He said he had been favorably impressed by Ms. Stollon's comments. He asked how flexible the person being considered for the position might be: Was he interested only in the combined position, or would he consider one position or the other? He said that he was concerned about the interim post being combined and that he wanted to keep open the option to split the position, for both the near term and for the future.

Vice President Sherris-Watt responded that one of the things she had discussed with the attorney was that, if bifurcation was not possible given the current rush, she did want to explore with the District's attorney whether it would be possible to have a contractual obligation that had a "set of dials on it." She said she wanted to know if the District could "dial" someone into more General Manager time and less Chief of Police time. Dr. Lossy responded that his understanding was that there was no fixed time and that it had to be temporary in this first step. Vice President Sherris-Watt responded that she wondered if the "dial" could be turned to zero on one side and that this was a question she hadn't gotten a confirmation on that yet. Thus, she said she didn't want to suggest it as a possibility completely.

Director Toombs noted there was one thing to keep in mind: This person would not be "persable" and thus would not be dependent on the allocation of hours towards the GM or COP for his pension. President Welsh clarified that there would be no healthcare or pension liability with hiring a retired annuitant. Dr. Lossy responded that he understood this, but it still didn't address how much time the person would be spending on each part of the job. Director Toombs said there was a job description that set forth the duties of the GM/COP. He noted that this was in the Policy and Procedures Manual and had been adopted at about the same time as the Brown Taylor report. Director Toombs reiterated

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

that this would be an interim hire while the Board determined what the community's wishes were going forward.

Celia Concus said she had seen that this was an action item, but this was the first time this had been discussed. She asked if it wasn't the policy to have a discussion and then vote on something the next time. Director Gillette responded in the negative.

MOTION: Director Gillette moved, and President Welsh seconded, that the Board proceed with pursuing the appointment of an interim General Manager/Chief of Police as expeditiously as possible.

Motion passed: 4 – 1.

AYES: Welsh, Gillette, Toombs, Sherris-Watt NOES: 0 ABSENT: Cordova

President Welsh announced that it was almost 9:45 P.M., the time at which the Board needed to vote whether to extend the meeting past 10:00 P.M. to complete the District's business. Director Sherris-Watt said she would vote against going beyond 10:00 P.M.

MOTION: President Welsh moved, and Director Gillette seconded, that the Board extend the meeting beyond 10:00 P.M.

Motion failed: 3 – 1.

AYES: Welsh, Gillette, Toombs NOES: Sherris-Watt ABSENT: Cordova

NEW BUSINESS

- 8a. The Board reviewed, discussed, and considered voting to amend Policy 1010.20 from requiring a 4/5 vote of the Board to change Board Policy to a simple majority needed to change the Board of Director's Policy and Procedures Manual.

President Welsh explained that this had arisen out of a situation in which one Board, in one era, had passed a rule that bound future Boards and that this was not lawful. He said under the District's structure, only a majority vote was required to change something like a policy manual: That's what the law says. He said that the legal opinion, which the Board had voted to make public at its last meeting said that the current Board was not bound by the requirements set by a prior Board. Thus, he said the question was whether the Board should take a vote to change the current rule, which said it would take a 4/5 vote of the Board to change any provision in the Policy and Procedures Manual. He said the change would be to make it a majority vote. He said that, in past episodes in the District's politics, meetings had been shut down because of the policy that indicated a disproportionate majority. He said the motivation for making the change was so that the Board could proceed with necessary Board business. He said that, if another Board wanted to do things differently in the future, it could.

Director Toombs said that, currently, Policy 1010.20 said that a change to the Policy Manual required a 4/5 vote. He noted that the legal opinion said that was not binding and that the Board had the power to decide, by simple majority, to amend the manual. He said he favored amending the manual. He explained that this was a first reading because a change to the manual would require two readings.

Vice President Sherris-Watt said she was mindful of the times that Board business had become bogged down due to the requirement of a 4/5 vote, but she also believed that, when there was a simple majority, this was only 60%. She said that, while she recognized it was a slightly onerous policy, it required a "movement towards our best selves" and required that the Board build consensus, which she said had been a major obstacle of the Board in the past. Thus, she said she opposed this, but she understood she could be outvoted and understood PLG's opinion.

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

Director Gillette said she wanted to speak to that issue. She said it was something that had been bothering her and, since she was on her way out, she could speak freely. She said that, from the time the Board had changed two years earlier, there had been a constant discussion about the majority versus the other two members. She said that, what no one had talked about was that the other two members of the Board had come to every meeting with a pre-planned approach to what they were going to do. She said there had been no consensus building, no effort at collaboration for the most part – there was simply an insistence that there would be a three-two vote. She said that was detrimental to the community. She said she didn't feel as though she had to vote with President Welsh and Director Toombs on anything. She said she would like to have credit for being an independent woman who made up her own mind on how to vote. She said it was insulting to her, as a member of the Board, to have people constantly telling her that she had been taking direction from two other people on the Board, when it simply was not true. She addressed Marilyn Stollon and said that the fact that she sat there and laughed at something like this was indicative of the bad behavior that she exhibited in the Board's meetings. Vice President Sherris-Watt said that Ms. Stollon's laughter had resulted for the gestures of another member of the audience. Director Gillette continued by saying that she wished Vice President Sherris-Watt would "walk the walk and talk the talk" and said she wished there would be consensus building and collaboration, rather than referring to the Board majority and the other two members. Director Gillette said she invited people to look at how the votes had occurred and how people had expressed their opinions. She said she could predict, on every issue, that Vice President Sherris-Watt and Director Cordova would vote one way – together. Always. She said this was as despicable as what some had accused the others of doing. She concluded by saying that maybe that wasn't true and that perhaps she was falsely accusing them because others had falsely accused her.

A. Stevens Delk said that the Policy Manual stated that the Board didn't conduct its meetings under formalized rules – Robert's Rules. Thus, she said any argument the Board made regarding parliamentary procedure was useless. She said Robert's Rules should be followed with respect to a 2/3 affirmative vote to adopt or amend bylaws and referred to "Robert's Rules for Dummies." She noted that it was unclear to her how the Board could amend policies with a simple majority vote without first amending Policy 1010.20, which required a 4/5 vote to be changed. She said changing an established rule was serious business and so shouldn't be done if more than 1/3 objected. She said that Public Law Group's (PLG) opinion was that Policy 1010.20 wasn't legal. But, she said Board members had known about this policy when they took their positions. She said that another problem with the PLG opinion was that it said "a simple majority" was all that would be required, and she questioned whether this meant two affirmative votes would prevail if the quorum of only three was present. She also asked how much the PLG opinion had cost. A copy of Dr. Delk's comments appears in the November 10, 2016 Board Packet, under correspondence.

Linda Lipscomb urged the Board to make the amendment. She said that, in the past, she had given the Board a letter regarding case law opinion, which appeared to hold that it would be illegal, exactly as PLG had found, to require a super-majority. She said, in respect of Vice President Sherris-Watt's statement about building consensus, she found it extraordinary that she had made an absolute pledge never to vote to go beyond 10:00 P.M. – regardless of the subject matter that was on the table; regardless of the number of items that were yet to be done; regardless of the precarious situation, such as the one in which the District was now with needing an interim GM/COP. She said she thought it was talking out of both sides of one's mouth to claim to be a consensus builder and to enter into those kinds of sub-rosa agreements.

Vice President Sherris-Watt responded that she was always willing to come to a meeting – she could come back the following night: The meeting could continue. She said she was not willing to drag the community on and on, past everyone's bedtime.

Celia Concus said that she had the book to which Dr. Delk had referred and that she was going to give it to the Board. She delivered it to the dais.

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

Mabry Benson said she found it interesting that the Board had gone along happily with the policies and procedures for years but that, when the votes started not going... President Welsh responded that the Policy Manual required a limitation of 20 minutes for any subject matter item. He said the Board had never observed this, and he had never heard one person complain. Thus, he asked her not to make blanket statements about the Board and its not following the manual. He said the Board had not adhered to that policy because it wanted to give people like her the chance to speak. Ms. Benson continued by saying that the Board had been happy with the Policy and Procedures Manual until the votes started to go against some members' way about extending the meetings. She said they then went out and paid for a legal opinion that provided a different opinion. President Welsh responded that the Board wanted to know what the law was and that this was what had been paid for. He noted that it was time to adjourn the meeting.

Director Toombs noted that this had concluded the first reading of this policy section.

**MOTION: Director Gillette moved, and President Welsh seconded, to adjourn.
Motion passed: 3 – 1.**

AYES: Welsh, Toombs, Sherris-Watt NOES: Gillette ABSENT: Cordova

The meeting was adjourned at 10:02 P.M.

Len Welsh
KPPCSD Board President

Lynn Wolter
District Administrator

57

Unaudited Profit & Loss Budget Performance

October 2016

	Oct 16	Budget	Jul - Oct 16	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
400 · Police Activities Revenue					
401 · Levy Tax	0.00	0.00	1,473,105.82	1,653,000.00	1,653,000.00
402 · Special Tax-Police	0.00	680,000.00	0.00	680,000.00	680,000.00
403 · Misc Tax-Police	0.00	0.00	0.00	0.00	0.00
404 · Measure G Supplemental Tax Rev	0.00	529,601.28	0.00	529,601.28	529,601.28
409 · Asset seizure forfeit/WEST NET	0.00	0.00	0.00	0.00	0.00
410 · Police Fees/Service Charges	272.05	125.00	1,914.60	500.00	1,500.00
411 · Kensington Hilltop Srvc Reimb	0.00	0.00	0.00	4,866.75	19,467.00
412 · Special Assignment Revenue	0.00	0.00	0.00	0.00	0.00
413 · West County Crossing Guard Reir	0.00	0.00	0.00	0.00	11,151.00
414 · POST Reimbursement	11.50	0.00	1,053.59	0.00	0.00
415 · Grants-Police	39,956.55	0.00	39,956.55	0.00	0.00
416 · Interest-Police	0.00	375.00	0.00	375.00	1,500.00
418 · Misc Police Income	1,089.30	1,083.33	2,137.02	4,333.32	13,000.00
419 · Supplemental W/C Reimb (4850)	13,239.48	0.00	15,918.90	0.00	0.00
Total 400 · Police Activities Revenue	54,568.88	1,211,184.61	1,534,086.48	2,872,676.35	2,909,219.28
420 · Park/Rec Activities Revenue					
424 · Special Tax-L&L	0.00	35,000.00	0.00	35,000.00	35,000.00
427 · Community Center Revenue	2,040.50	3,100.00	7,555.50	8,400.00	33,000.00
437 · Contributions for Sound System	0.00	0.00	0.00	8,000.00	8,000.00
438 · Misc Park/Rec Rev	0.00	0.00	2.00	30.00	200.00
Total 420 · Park/Rec Activities Revenue	2,040.50	38,100.00	7,557.50	51,430.00	76,200.00
440 · District Activities Revenue					
448 · Franchise Fees	22,171.39	5,400.00	27,632.87	21,600.00	65,000.00
456 · Interest-District	0.00	0.00	0.00	0.00	0.00
458 · Misc District Revenue	0.00	0.00	0.00	0.00	0.00
Total 440 · District Activities Revenue	22,171.39	5,400.00	27,632.87	21,600.00	65,000.00
Total Income	78,780.77	1,254,684.61	1,569,276.85	2,945,706.35	3,050,419.28

Account 415 Grants - Police

This is the first amount received for the FY 2016-17 COPS Grant.

Account 419 Supplemental W/C Reimb.

The District has started to receive reimbursement checks from it Workers' Comp. insurer.

39

KPPCSD
Unaudited Profit & Loss Budget Performance
October 2016

	Oct 16	Budget	Jul - Oct 16	YTD Budget	Annual Budget
Expense					
500 · Police Sal & Ben					
502 · Salary - Officers	82,647.61	84,606.17	328,624.24	338,424.68	1,015,274.00
504 · Compensated Absences	0.00	766.67	3,293.48	3,066.68	9,200.00
506 · Overtime	7,299.19	6,250.00	40,740.47	25,000.00	75,000.00
508 · Salary - Non-Sworn	6,286.27	8,389.75	32,679.57	33,559.00	100,677.00
516 · Uniform Allowance	599.94	750.00	2,399.76	3,000.00	9,000.00
518 · Safety Equipment	500.00	187.50	2,102.19	750.00	2,250.00
521-A · Medical/Vision/Dental-Active	15,189.82	15,174.50	79,368.28	60,698.00	182,094.00
521-R · Medical/Vision/Dental-Retired	11,774.11	13,356.50	66,452.88	53,426.00	160,278.00
521-T · Medical/Vision/Dental-Trust	0.00	0.00	0.00	0.00	64,226.00
522 · Insurance - Police	190.00	578.33	1,951.00	2,313.32	6,940.00
523 · Social Security/Medicare	1,187.35	1,458.92	5,499.77	5,835.68	17,507.00
524 · Social Security - District	434.29	520.17	2,313.54	2,080.68	6,242.00
527 · PERS - District Portion	15,792.97	16,209.45	378,077.75	379,628.35	509,304.00
528 · PERS - Officers Portion	5,272.49	4,986.33	20,952.32	19,945.32	59,836.00
530 · Workers Comp	0.00	0.00	66,467.05	67,000.00	67,000.00
Total 500 · Police Sal & Ben	147,174.04	153,234.29	1,030,922.30	994,727.71	2,284,828.00

Accounts 502, 504 & 504 Officers' Salaries, Compensated Absences & Overtime

YTD, these accounts, combined, are about \$6,200 over budget, due to additional overtime having been work as a result of unexpected investigations and to the need to provide coverage for officers out sick, injured, on admin. leave, or on vacation.

Account 521 A&R Medical/Vision/Dental

CalPERS medical premiums for the following month are due by the 10th of that month. Thus, in part, the YTD amount is \$31,700 greater than the YTD budgeted amount.

39

KPPCSD
 Unaudited Profit & Loss Budget Performance
 October 2016

	Oct 16	Budget	Jul - Oct 16	YTD Budget	Annual Budget
550 - Other Police Expenses					
552 - Expendable Police Supplies	2,608.43	141.67	3,251.18	566.68	1,700.00
553 - Range/Ammunition Supplies	0.00	416.67	0.00	1,666.68	5,000.00
560 - Crossing Guard	1,177.05	1,200.00	1,486.80	1,550.00	11,150.00
562 - Vehicle Operation	2,318.24	3,125.00	5,715.40	12,500.00	37,500.00
564 - Communications (RPD)	12,259.90	13,035.00	25,935.15	52,140.00	156,420.00
566 - Radio Maintenance	181.69	190.08	545.07	760.32	2,281.00
568 - Prisoner/Case Exp./Booking	791.96	741.67	3,040.88	2,966.68	8,900.00
570 - Training	495.44	833.33	1,788.89	3,333.32	10,000.00
572 - Recruiting	0.00	1,291.67	0.00	5,166.68	15,500.00
574 - Reserve Officers	0.00	337.50	30.00	1,350.00	4,050.00
576 - Misc. Dues, Meals & Travel	0.00	252.92	331.00	1,011.68	3,035.00
580 - Utilities - Police	214.17	833.33	2,326.22	3,333.32	10,000.00
581 - Bldg Repairs/Maint.	0.00	416.67	0.00	1,666.68	5,000.00
582 - Expendable Office Supplies	50.00	625.00	1,805.47	2,500.00	7,500.00
588 - Telephone(+Rich. Line)	422.12	623.00	1,356.97	2,492.00	7,476.00
590 - Housekeeping	210.00	333.33	1,402.13	1,333.32	4,000.00
592 - Publications	0.00	250.00	0.00	1,000.00	3,000.00
594 - Community Policing	595.95	1,166.67	2,375.24	4,666.68	14,000.00
596 - WEST-NET/CAL I.D.	0.00	0.00	6,101.00	6,100.00	6,100.00
599 - Police Taxes Administration	0.00	0.00	1,719.98	1,750.00	3,500.00
Total 550 - Other Police Expenses	21,324.95	25,813.51	59,211.38	107,854.04	316,112.00

Account 552 Expendable Police Supplies

The October entry includes \$2,300 for new cameras purchased for police vehicles.

Account 564 Communications

This YTD total under budget because Richmond's invoices aren't timely issued. The invoice paid in October was for August's service.

40

KPPCSD
Unaudited Profit & Loss Budget Performance
October 2016

	Oct 16	Budget	Jul - Oct 16	YTD Budget	Annual Budget
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	718.50	670.17	2,779.50	2,680.68	8,042.00
602 · Custodian	1,750.00	1,900.00	7,000.00	7,600.00	22,750.00
623 · Social Security/Medicare - Dist	0.00	51.25	0.00	205.00	615.00
Total 600 · Park/Rec Sal & Ben	2,468.50	2,621.42	9,779.50	10,485.68	31,407.00
635 · Park/Recreation Expenses					
640 · Community Center Expenses					
642 · Utilities-Community Center	662.33	468.00	1,838.45	1,872.00	5,616.00
643 · Janitorial Supplies	0.00	125.00	594.08	500.00	1,500.00
646 · Community Center Repairs	-591.00	458.33	1,288.30	1,833.32	5,500.00
Total 640 · Community Center Expense:	71.33	1,051.33	3,720.83	4,205.32	12,616.00
660 · Annex Expenses					
662 · Utilities - Annex	0.00	83.33	0.00	333.32	1,000.00
666 · Annex Repairs	0.00	83.33	0.00	333.32	1,000.00
668 · Misc Annex Expenses	0.00	83.33	0.00	333.32	1,000.00
Total 660 · Annex Expenses	0.00	249.99	0.00	999.96	3,000.00
670 · Gardening Supplies					
670 · Gardening Supplies	0.00	0.00	0.00	0.00	0.00
672 · Kensington Park O&M					
672 · Kensington Park O&M	9,621.46	5,775.00	44,549.78	23,100.00	69,300.00
674 · Park Construction Exp					
674 · Park Construction Exp	0.00	0.00	0.00	5,000.00	5,000.00
678 · Misc Park/Rec Expense					
678 · Misc Park/Rec Expense	0.00	0.00	0.00	1,000.00	1,000.00
Total 635 · Park/Recreation Expenses	9,692.79	7,076.32	48,270.61	34,305.28	90,916.00

Account 672 Kensington Park O&M
For October, this account is about \$4,00 over budget. The total includes \$2,800 spent on park repairs and bench installations.

41

KPPCSD
Unaudited Profit & Loss Budget Performance
October 2016

	Oct 16	Budget	Jul - Oct 16	YTD Budget	Annual Budget
800 · District Expenses					
810 · Computer Maintenance	1,089.00	2,093.17	13,126.00	8,372.68	25,118.00
820 · Cannon Copier Contract	0.00	475.00	1,598.62	1,900.00	5,700.00
830 · Legal (District/Personnel)	6,984.00	8,300.00	24,809.50	33,200.00	99,530.00
835 · Consulting	2,908.84	4,500.00	2,970.34	16,500.00	46,500.00
840 · Accounting	0.00	16,000.00	6,247.50	29,000.00	45,500.00
850 · Insurance	0.00	0.00	27,529.22	30,000.00	30,000.00
860 · Election	0.00	0.00	0.00	0.00	4,500.00
865 · Police Bldg. Lease	0.00	0.00	1.00	1.00	1.00
870 · County Expenditures	1,534.48	2,000.00	1,534.48	2,000.00	22,300.00
890 · Waste/Recycle	0.00	1,666.67	0.00	6,666.68	20,000.00
898 · Misc. Expenses	1,774.96	1,433.33	4,331.99	5,733.32	17,200.00
899 · Depreciation Expense	0.00	0.00	0.00	0.00	0.00
Total 800 · District Expenses	14,291.28	36,468.17	82,148.65	133,373.68	316,349.00
950 · Capital Outlay					
961 · Police Bldg Improvements	0.00	0.00	0.00	0.00	0.00
962 · Patrol Cars	0.00	0.00	0.00	0.00	0.00
963 · Patrol Car Accessories	0.00	0.00	0.00	0.00	0.00
965 · Personal Police Equipment-Asset	0.00	0.00	3,287.75	0.00	0.00
966 · Police Traffic Equipment	0.00	0.00	0.00	6,600.00	6,600.00
967 · Station Equipment	0.00	0.00	0.00	6,100.00	6,100.00
968 · Office Furn/Eq	0.00	0.00	0.00	0.00	0.00
969 · Computer Equipment	1,544.47	0.00	1,544.47	1,500.00	1,500.00
972 · Park Buildings Improvement	0.00	25,000.00	0.00	25,000.00	100,000.00
974 · Other Park Improvements	0.00	0.00	0.00	7,500.00	7,500.00
978 · Pk/Rec Furn/Eq	30,201.41	0.00	30,201.41	21,000.00	21,000.00
Total 950 · Capital Outlay	31,745.88	25,000.00	35,033.63	67,700.00	142,700.00
Total Expense	226,697.44	250,213.71	1,265,366.07	1,348,446.39	3,182,312.00
Net Ordinary Income	-147,916.67	1,004,470.90	303,910.78	1,597,259.96	-131,892.72

Account 978 Pk/Rec Furn/Eq

The October entry is for the new audio/video system. The KCC has contributed \$5,000, the KPOA had contributed \$1,000, and the KCC has committed at least \$3,000 toward the purchase.

42

KPPCSD
 Unaudited Profit & Loss Budget Performance
 October 2016

	Oct 16	Budget	Jul - Oct 16	YTD Budget	Annual Budget
Other Income/Expense					
Other Expense					
700 · Bond Issue Expenses					
701 · Bond Proceeds	0.00	0.00	0.00	0.00	0.00
710 · Bond Admin.	0.00	0.00	4,867.09	0.00	0.00
715 · Bond Interest Income	0.00	0.00	0.00	0.00	0.00
720 · Bond Principal	0.00	0.00	0.00	0.00	0.00
730 · Bond Interest	0.00	0.00	0.00	0.00	0.00
Total 700 · Bond Issue Expenses	0.00	0.00	4,867.09	0.00	0.00
995 · Loss/(Gain) - Asset Disposition	0.00	0.00	808.84	0.00	0.00
Total Other Expense	0.00	0.00	5,675.93	0.00	0.00
Net Other Income	0.00	0.00	-5,675.93	0.00	0.00
Net Income	-147,916.67	1,004,470.90	298,234.85	1,597,259.96	-131,892.72

43

Transaction Detail By Account

July through October 2016

Date	Num	Name	Memo	Split	Amount
420 · Park/Rec Activities Revenue					
427 · Community Center Revenue					
07/20/2016			CC Rental 7-...	112 · General ...	650.00
07/20/2016	4951		CC Rental 9-...	112 · General ...	600.00
07/20/2016	366		CC Rental 8-...	112 · General ...	1,400.00
07/20/2016	8499		Second half ...	112 · General ...	7,904.25
07/20/2016	CAS...	KPPCSD	TO REVERS...	141 · Account...	-7,904.25
08/12/2016	1314		CC Rental - 1...	112 · General ...	600.00
08/23/2016	3246		Wake Up to ...	112 · General ...	90.00
08/23/2016	321		CC Rental P...	112 · General ...	400.00
09/20/2016	1692		CC Rental 10...	112 · General ...	300.00
09/20/2016			CC Rental 9-...	112 · General ...	400.00
09/20/2016	1185		CC Rental 12...	112 · General ...	675.00
09/20/2016	3534		CC Rental 10...	112 · General ...	400.00
10/26/2016	4912		Didier De Fo...	112 · General ...	40.00
10/26/2016	1101		Wake Up to ...	112 · General ...	90.00
10/26/2016	1177		East Bay Coll...	112 · General ...	598.00
10/26/2016	3709		CC Rental - 2...	112 · General ...	500.00
10/26/2016	393		CC Rental - 1...	112 · General ...	412.50
10/26/2016			CC Rental - 9...	112 · General ...	400.00
Total 427 · Community Center Revenue					7,555.50
Total 420 · Park/Rec Activities Revenue					7,555.50
TOTAL					7,555.50

44

KPPCSD
Transaction Detail By Account
 July through October 2016

Date	Num	Name	Memo	Split	Amount
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator					
07/15/2016		Di Napoli, Andrea		112 · General ...	321.67
07/15/2016		Di Napoli, Andrea		112 · General ...	25.20
07/29/2016		Di Napoli, Andrea		112 · General ...	323.22
08/15/2016		Di Napoli, Andrea		112 · General ...	379.20
08/30/2016		Di Napoli, Andrea		112 · General ...	395.90
09/15/2016		Di Napoli, Andrea		112 · General ...	193.00
09/30/2016		Di Napoli, Andrea		112 · General ...	422.81
10/14/2016		Di Napoli, Andrea		112 · General ...	326.93
10/27/2016		Di Napoli, Andrea		112 · General ...	391.57
Total 601 · Park & Rec Administrator					2,779.50
602 · Custodian					
07/15/2016	17311	William Driscoll	7/1 - 7/15/16 ...	112 · General ...	875.00
07/29/2016	17338	William Driscoll	7/16 - 7/31/16 ...	112 · General ...	875.00
08/15/2016	17372	William Driscoll	8/1 - 8/15/16 ...	112 · General ...	875.00
08/30/2016	17417	William Driscoll	8/16 - 8/31/16 ...	112 · General ...	875.00
09/15/2016	17420	William Driscoll	9/01 - 9/15/16 ...	112 · General ...	875.00
09/30/2016	17463	William Driscoll	9/15 - 9/30/16 ...	112 · General ...	875.00
10/14/2016	17507	William Driscoll	10/1 - 10/15/16 ...	112 · General ...	875.00
10/28/2016	17531	William Driscoll	10/16 - 10/31/16 ...	112 · General ...	875.00
Total 602 · Custodian					7,000.00
Total 600 · Park/Rec Sal & Ben					9,779.50
TOTAL					9,779.50

45

OCTOBER 2016 WATCH COMMANDER MONTHLY REPORT

Sergeant Hull

TEAM #1 & #2 STATISTICS

Sergeant Hull (K17) – (1000-2000)

Officer:	Hui (K42) (0600-1600)	Hull (K17) (1000-2000)	Barrow(K26) (1800-0600)
Days Worked	00	17	21
Traffic Stops	00	05	13
Moving Citations	00	03	03
Parking Citations	00	00	03
Vacation/Security Checks	00	00	01
Cases	00	01	01
Arrests	00	00	00
Traffic Accident Reports	00	00	02
Calls for Service	00	26	55

Officer:	Wilson (K38) (1800-0600)	Foley (K48) (0600-1800)	Ramos (K41) (1800-0600)
Days Worked	09	17	19
Traffic Stops	02	48	09
Moving Citations	01	03	07
Parking Citations	04	13	01
Vacation/Security Checks	07	26	15
Cases	01	01	02
Arrests	00	00	00
Traffic Accident Reports	00	00	00
Total Service Calls	46	144	70

- The small variation in totals between the various monthly reports and are due to the different methodologies employed to gather data. Manual hand count will differ from computer generated data due to the computers limited ability to narrow data reports.

Sgt. Hull took one vacation day

Officer Wilson took six vacations days and recovered one day

Cpl. Stegman is off duty 4850 time effective September 8, 2016

Officer Wilkens is off duty 4850 time effective August 19, 2016

Sgt. Hui off on admin leave effective July 29, 2016

BRIEFING/TRAINING:

- Penal Code 14211, 14213, 14215. These sections relate information about missing persons.

SERGEANT'S SUMMARY:

Interim Chief Hart will be working as a per diem employee of the District until 11-15-2016 when his replacement, Interim Chief Kyle, can be appointed.

SIGNIFICANT EVENTS:

- 2016-2906 – On 10-3-2016, Officer Foley responded to the 100 block of Arlington Ave. to a report of theft from two vehicles.
- 2016-2937 – On 10-4-2016, Officer Barrow responded to the 00 block of Highland Blvd. to a report of the large dog walking off leash near Hilltop Elementary School.
- 2016-2956 – On 10-6-2016, Officer Ramos responded to the 200 block of Colgate Ave. to a reported abandoned vehicle.
- 2016-2975 – On 10-8-2016, Officer Ramos responded to the 600 block of Plateau Dr. to a report of Identity Theft.
- 2016-3006 – On 10-10-2016, Officer Wilson responded to the 200 block of Berkeley Park Blvd. to a report of Identity Theft.
- 2016-3032 – On 10-11-2016, Officer Wilson responded to the 200 block of Colgate Ave. to a report of vehicles blocking the sidewalk.
- 2016-3041 - On 10-12-2016, Officer Martinez responded to the 300 block of Berkeley Park Blvd. to a reported mental patient.
- 2016-3053 – On 10-13-2016, Officer Barrow responded to the 00 block of Arlington Ln. to a reported natural death.
- 2016-3064 – On 10-16-2016, Officer Barrow responded to the 00 block of Rincon Rd. to a report of juveniles out of control.
- 2016-3082 – On 10-18-2016, Officer Martinez responded to the 100 block of Oak View Ave. to a reported dog bite.
- 2016-3100 – On 10-20-2016, Officer Ramos responded to the 00 block of Arlington Ave. to a reported missing juvenile.
- 2016-3109 – On 10-21-2016, Officer Martinez responded to the 00 block of Cowper Ave. to a report of theft from unlocked vehicles.
- 2016-3116 – On 10-21-2016, Officer Barrow responded to the 700 block of Coventry Rd. to a report of theft from a backpack.
- 2016-3121 – On 10-22-2016, Officer Barrow responded to the corner of Canon Dr. and Woodmont Ave. to a report of a non-injury accident involving an emergency vehicle.
- 2016-3122 – On 10-22-2016, Officer Barrow responded to the 100 block of Yale Ave. to a reported non-injury vehicle collision.
- 2016-3189 – On 10-28-2016, Sgt. Hull took a missing juvenile report from a parent who resides in the 800 block of Arlington Avenue.
- 2016-3222 – On 10-31-2016, Officer Wilson responded to the 00 block of Lenox Dr. to report of Halloween candy stolen from a bowl of candy that was left on the porch.

October 2016

This month I had 6 cases to review. There were no residential or vehicle burglaries reported.

Investigations and Crime Statistics

16-2906, 16-3109 and 16-3116 Theft:

During the month of October these cases were involving property stolen from unlocked cars or from the front of a residence. These cases had no solid leads to follow up on and will not be pursued any further unless something should arise in the future.

2016-2975 and 2016-3006 Identity Theft:

Case 16-2975 was involving an unknown suspect opening credit accounts under the victim's name to purchase items. This investigation is ongoing.

Case 16-3006 is involving an unknown suspect tampering with the victim's account and tried to purchase items which was unsuccessful. No leads are available at this time for any additional follow-ups.

2016-2890 Suspended Driver's License:

Resident was arrested and released on the scene with a moving citation for driving on a suspended driver's license. This resident has been warned many times by officers about driving while suspended and he fails to comply. This case was sent to the D.A.'s office for review and recommended charges.

Suspended driver's license cases usually do not get sent to the D.A.'s office but this driver has been cited multiple times by KPD officers. It appears he does not want to comply and keeps driving while suspended.

Additional Information:

Just a friendly reminder that it is very important that you lock and secure your vehicles and leave nothing in plain view. Never leave your car running and unattended.

Knowledge is power. Get to know your neighbors and take advantage of community resources such as Nextdoor.com to stay connected and aware of what's going on in your area. Discover which neighbors may have surveillance cameras which can be very helpful should a crime occur. If you see or hear anything that makes you feel suspicious please call 911 and report it. Please don't wait for the following day to report the incident when the suspect has already left the area or evidence at the scene is unusable.

48

October 2016

KPD Monthly Crime Statistics

October 2016

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	0	0	0	0	0
Residential Burglary	0	0	0	0	0
Larceny Theft	3	0	3	0	0
Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Part 1 Totals	<u>3</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>

Other Crimes

Other misdemeanor	0	0	0	0	0
Identity Theft	2	1	1	0	0
Fraud	0	0	0	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	0	0	0	0	0
Sex Crimes (other)	0	0	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	0	0	0	0	0
Drugs	0	0	0	0	0
Warrant	0	0	0	0	0
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	0	0	0	0	0
Other Misdemeanor Traffic	1	0	0	1	1
Other Crime Totals	<u>3</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

All Crime Totals	<u>6</u>	<u>1</u>	<u>4</u>	<u>1</u>	<u>1</u>
-------------------------	-----------------	-----------------	-----------------	-----------------	-----------------

Traffic Accidents (Non Injury)	2
Traffic Accidents (Injury)	0

October 2016

KPD Crime Statistics

YTD 2016

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arrest
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	4	0	0	4	2
Residential Burglary	16	11	3	2	2
Larceny Theft	34	18	15	1	1
Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Part 1 Totals	54	29	18	7	5

Other Crimes

Other misdemeanor	12	0	2	10	7
Identity Theft	21	13	7	1	1
Fraud	3	3	0	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	4	2	0	2	1
Sex Crimes (other)	0	0	0	0	0
Assault/ Battery (other)	1	0	0	1	1
Vandalism	24	17	7	0	0
Drugs	0	0	0	0	0
Warrant	2	0	0	2	2
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	11	4	5	2	0
Other Misdemeanor Traffic	2	0	0	2	2
Other Crime Totals	80	39	21	20	14

All Crime Totals	134	68	39	27	19
-------------------------	------------	-----------	-----------	-----------	-----------

Traffic Accidents (Non Injury)	20
Traffic Accidents (Injury)	0

Marilyn Stollon
Ocit 13, 2016
Pls include in the record

With Mr. Hart leaving, we are faced with deciding whether we want another police chief who also does GM work, or do we act on the findings of the Adhoc which stated that separating the GM-COP is the preferred structure, and seek an Interim GM. possibly through PLG, and utilize Sgt Hull as Interim Chief of Police.

With that being said, let me read parts of the ICMA brochure, which is the city managers professional association, they set ethical standards and certification for its members. Here are a few of their reasons why a city manager, who as a "non-partisan" manager, "can make an enormous difference ...".

"Professional managers, bring together, leadership, vision and focus on results needed to create better communities by: managing financial and human resources, delivering services, planning strategically for community development; using performance metrics systems to drive continuous improvement and committing to high ethical standards".

ICMA reports " many local govts have found that their overall costs are actually reduced under competent management. Savings can come from decreased operating costs, increased efficiency and productivity, improved revenue collection, and effective use of technology. The economic health of the community may also benefit from implementation of improved business development and retention strategies.

The manager ...brings to local govt the benefits of his her training and experience in administering municipal or county projects. The manager prepares a budget, recruits, hires terminates and supervises staff, serves as the council's chief advisor, and carries out the council's policies.

Council and residents count on the manager to provide complete and objective information about local operations, discuss pros and cons of alternatives and offer an assessment of the long-term consequences of their actions.

In response to the question What Value does a profl manager contribute to a community? It states they provide value because they:

" work in partnership with elected officials to develop sound approaches to communitiy challenges by bringing together resources to make the right things happen and produce results that matter.

"they promote ethical govt thru a commitment to a set of ethical standards that goes beyond those required by law.

Develop and sustain organizational excellence and promote innovation . ..focus relentlessly on efficient and equitable service delivery, policy implementation, and evaluation.

They “Bring a community wide perspective to policy discussions and strive to connect the past and future while focusing on the present. They help the governing body, our board develop the long term vision ...that provides a framework for policy development and goal setting.

And lastly they encourage inclusion and build consensus among diverse interests ...

I strongly encourage the board to take steps to employ a truly professional general manager to guide this town in its next steps.

52

Statement of Leonard Schwartzburd
KPPCSD Board Meeting 10-13-16

All of what I'm going to say relates, among other things, to the coming election and the fitness of the controlling majority to continue governing this community.

Regarding amending the P&P's to 3/5 required amend and to 3/5 to extend meetings beyond 10PM, you should clearly leave it to the new Board because they may well vote to undo it. This seems like more wheel spinning wasteful process.

Is the P&P governing or only advisory. Unless this is a dictatorship by a small clique. those who govern must be governed. We are all familiar with Chuck's & Len's repeated claims that the P&P is only "advisory". Actually though, the misguided attempt to amend makes it seem like the old guard that has so badly mismanaged Kensington is trying to maintain its grasp on power. For those who are motivated by power, losing it is quite painful. That the Old Guard feels a need to do so makes it seem like the P&P has come to be regarded as governing, a threat to their power.

Who was doing oversight on Kevin's submission for personal retirement benefits such as what I understand to have been his more than questionable claim that 100% of his job is devoted to COP, though that's not what he was hired for, clearly he was not doing the job of DM in allowing him as COP to make what appears to have been his specious claim. Has this board assured that we are not paying more in retirement benefits than he has a right to. And since COP was actually only 50% time and DM isn't covered is he entitled to any retirement benefits. And since he claims he wasn't doing 50% of his job are we entitled to recover 50% of what he's been paid.

Some people are saying they think that was ~~found~~ *a violation of law*. Is this issue being dealt with by the board. And please don't make phony confidentially claims given the very general nature of the question. We have a right to know whether this board still dominated by the old guard is finally protecting the tax payers by exercising proper oversight

6. Consent Calendar

A. Stevens Delk

I would like to pull Item A for correction and Item B for clarification.

A. Minutes: The date of the meeting was September 8, not the 9th as stated on every page in the footer.

B. Unaudited Budget Report: Last month, I noted that about \$35,500 retroactively vanished from Franchise Fee revenue for Year '15/'16, and was told that it went to the County for its 3% fee. As I said that would seem be an addition to expenses on Line 890, not a reduction in revenues on Line 448.

In the current Unaudited Budget Report, on page 17 of the Packet, a slightly different amount, about \$35,600, was subtracted from revenue in September — Line 448, column 1, with the notation that this “negative entry reflects the FY 2015-16...Fee payment...to the County.” Was that the actual amount of the fee or the difference in the fee and the revenue received from BV in September? If it was the difference, how much was the fee? Was the September payment in addition to what was subtracted from revenue last month for '15/'16 fees?

Can you break that down into the components; in particular, 1) how much was the actual/total amount for County fees for '15/'16 and when was it paid; 2) how much was the County fee for September, and also the fees for July and for August, and when was each paid; and 3) how much revenue was actually received from BV in 2015/16, how much in September, and also in July and in August?

And please explain why the County fee is booked as negative 448 revenue, not an 890 expense?

And is there a new contract with the County and what is the fee structure?

[BV now pays the District on a monthly basis, unlike prior years when there were large amounts every 3-5 months, and the payment in September would be based on BV receipts for August. However, amounts vary from month to month depending on when customers pay their bills. They are billed just before January, May and September each year, but the due date is 3½ months later.]

8.a — Agenda Item — 1010.20. Amend from “4/5 vote of the Board” to “a simple majority vote”

A. Stevens Delk

Policy states that the Board does not conduct meetings under formalized rules [dash] Robert’s Rules of Order and that Policy prevails when in conflict with Robert’s. A lawyer friend told me this means: your Board follows Robert’s — unless it decides not to — so any argument you make regarding parliamentary procedure is useless.

But it seems to me that there is one Robert’s rule that really should be followed — namely, the 2/3rds affirmative vote by a legislative body to adopt or to amend bylaws. Robert’s Rules for Dummies explains that bylaws-rules-policies, represent a contract that should not be made or broken too easily.

It’s not clear to me how you can amend policies with a simple majority vote without first amending this policy, which itself requires a 4-5 vote to be changed.

The PLG opinion is that the policy is not legal. But state law does not prohibit a CSD board from requiring a 4/5ths vote. It just sets the minimum as a “majority” — and 4/5ths is a majority, i.e., more than half.

And this policy does not appear to “bind...a future Board,” as the opinion claims, because it states that policies can be amended by the long-held, widely-accepted 2/3rds rule, a so-called super majority, needed, because changing an established rule is serious business and should not be done if more than 1/3rd object.

And I believe that when you signed on to this job you agreed to follow the existing policies until they were amended by the 4-5 vote.

And there is another problem with the PLG opinion. It says repeatedly that “a simple majority vote” is all that’s required. Presumably that means “more than half of those voting.” But with the legal quorum of 3 Directors, that would be 2 affirmative votes and a violation of CSD law requiring “a majority vote of the total membership of the board of directors.”

So some clarification is needed.

And, how much did that PLG Opinion cost us?

55

8.c Agenda Item — 5010.50 Extend Meeting Past 10

A. Stevens Delk

Like Kensington, Berkeley has a set adjournment time “unless two-thirds of the Council votes to continue the meeting” — but only to discuss “specified” agenda items. And it holds 4-hour meetings, twice a month.

- Perhaps, since one monthly 2½ hour open meeting is usually not enough to deal with District business, adjournment should be at 10:30 and/or a second meeting scheduled, if needed.
- Perhaps there should not be a 90-minute closed session before the open one and the public meeting should begin at 6 or 7 and end at 10, or some other combination.
- Perhaps Agenda Items should be heard according to importance, and each Item have a set, maximum discussion time, as many councils require. In July, over an hour was taken up by just 1 of 5 Agenda Items, with lots of redundant and extraneous comments by Board and Staff.
- Perhaps meetings should only be extended to discuss specific Agenda Items, in a specific order and/or for a specific period of time, rather than “all the rest, until we drop.”
- Perhaps you should consider El Cerrito’s observation that late meetings discourage public participation, burden staff, and affect decision-making ability — and I might add, civility.
- Perhaps you should think compromise, not confrontation, for ‘the things they could be a’changin’.



October 24, 2016

Board of Directors
Kensington Police Protection and Community Services District
217 Arlington Ave.
Kensington, CA 94707

To the KPPCSD Board of Directors;

The research and findings of the Ad Hoc Committee for governance and operations structure is of great service to your board and our community. The report provides factual information and gives us insights on how to understand these complex issues. We have identified several next steps that we believe will assist the KPPCSD Board in using the report to address the important issues related to operations and governance.

The Board should start by developing a sequence of actions to take and determine what additional information may be needed to assist in making decisions. We are not recommending any specific sequencing and the listing here only reflects how these were provided in the Ad Hoc report.

The KPOA Board has not developed any recommendations on the direction the District should take on the specific issues addressed in the report. However we offer some guidance on what next steps the KPPCSD should take to assist in decision making.

Bifurcation of the General Manager/Chief of Police

The Board will need to evaluate the need for and viability of bifurcating this position. There needs to be further elaboration and specificity of what Kensington would gain by creating two positions.

- What would the General Manager's responsibilities be, and within what timeframe should certain projects of high priority be accomplished?
- What is the time commitment (i.e., average hours per month) required to accomplish the work of the General Manager and Police Chief, respectively?

57

- Would Kensington need a full-time Chief of Police and/or a full-time General Manager? We recognize that the Chief position depends on whether the District contracts out for Police services.
- How would both positions be funded both in the short term and long term? The Board may want to refer this question to the Finance Committee for review and presentation of options.

A strategic planning process could be used to help the Board identify what the bifurcated General Manager would be responsible to accomplish. Once that is determined, the Board should get the opinions of other GMs and City Managers on the time commitments these activities would require.

Contracting for Police Services

The report identifies opportunities and constraints for contracting with another police department. The benefits and risks of these options require further analysis, including the costs of continuing an independent police department or contracting with another agency. There are several actions that the KPPCSD can take to move forward with their analysis.

- Conduct a community survey to rank and measure priorities for services in alignment with cost considerations, such as willingness to pay additional taxes and use that information to prepare a matrix to identify what police services and levels of services (e.g., 24/7 patrol, police response to emergency medical calls, etc.) are important to the community and the operational options and possibilities for providing these services.
- Review and disseminate evidence based data that show the relationship between safety outcomes and police services in determining what is necessary for policing the Kensington community. Collection of this data can happen at the same time as further discussion with local jurisdictions begins regarding the information they would need to make a proposal.
- Determine whether other jurisdictions would require an RFP in order to prepare a contracting proposal and what specific information they would need to prepare a proposal that would meet the service requirements of the community.

Consolidation of the Police and Fire Districts


- The financial projections of both districts need to be modeled within the total context of Kensington finances and other strategic decisions. This includes realistic expectations of property tax revenue along with expenses. This is essential in understanding how consolidation would affect the two districts ability to provide services, maintain reserves and provide capital improvements.
- Surveying the community to measure the value and services desired for all public safety services and community park facilities would also help the Districts understand how the Kensington community would like to see its aggregate tax dollars spent. The survey

should include an assessment of whether people would be willing to increase additional taxes and what alternatives to increasing taxes would be considered.

- Work with the Fire District on the financial projections and discuss whether there could be agreement on a process to review consolidation and continue to identify areas of collaboration.

Thank you for consideration of our comments. We congratulate the KPPCSD for taking this step to evaluate these issues and believe the work of the Ad Hoc Committee is a foundation for greater understanding of the complexities involved in identifying the direction the District will take.

Sincerely



Gail Feldman, President KPOA

Cc: Kevin Hart
Lynn Wolter
Kensington Outlook
KPOA Membership
Kensington Fire District Board
Simon Brafman
Sylvia Hacaj
Eileen Nottoli
David Spath
Chuck Toombs

Lynn Wolter

From: Mstollon <mstollon@sonic.net>
Sent: Sunday, October 30, 2016 10:48 PM
To: Rachelle Sherris-Watt; Len Welsh; Pat Gillette; Chuck Toombs; Vanessa Cordova; Lynn Wolter
Subject: Letter toBoard, pls include in the record

Dear Board Members,

I am unable to attend another hastily called special meeting, which I understand is to authorize interim chief GM Hart as an independent contractor functioning as GM for 10 days, until Mr. Kyle, a retired annuitant is hired as interim GMCOP .

This meeting , with only 3 of the board members able to attend follows another hastily called special meeting a few days ago to pass two resolutions to hire another interim chief GM (Kevin Kyle) and a land use attorney, Amara Morrison to fill positions only a week before board elections. This meeting unlike the previous meeting agenda will not need to be amended to comply with the Brown Act, as you all have come to learn repeatedly , but somehow forgotten over the past 2 years ...that salary can not be discussed in closed session.

So is this correct, that Mr. Hart will work for free until the board meeting November 10 and then have his pay approved by the board?

Regardless,I would like to express my objection to hiring Mr. Hart as a 2 week contract employee. This whole process seems even more ludicrous when Mr. Hart has claimed in a Calpers audit and in the Outlook interview that the majority of the GMCOP job is to be a chief of police, and not a GM. What will he do?

Why isn't Sgt Ricky Hull taking over the operational management duties as he has done previously , and fulfilling his duties as it was outlined in the adhoc report for the public ?

Why when 60 days ago , on Sept 1, when Mr. Hart gave notice he was resigning, why didn't the board simply notify Public Law Group and arrange through their consulting arm, PMG to find an interim . Simple, neat, elegant solution, that was dismissed by Chuck Toombs, Pat Gillette and Len Welsh when it was suggested by the two other board members and the public.

Why?

Sincerely,
Marilyn Stollon

Lynn Wolter

From: lctrevino@comcast.net
Sent: Monday, October 31, 2016 12:26 AM
To: Len Welsh; Chuck Toombs; Pat Gillette; Rachelle Sherris-Watt; Vanessa Cordova
Cc: jholtzman@publiclawgroup.com; Kevin Hart; Lynn Wolter
Subject: Short-Term interim appointment of Kevin hart to serve as District General Manager on an independent contractor basis

Dear KPPCSD Board Members,

Please include this letter in the record for the October 31, 2016 Special Meeting of the KPPCSD Board of Directors.

Many have wondered about the timing of this special meeting, the inclusiveness of this process, whether this is a good use of funds, and if an independent contractor needs professional liability insurance. To me, however, these questions are all moot, considering what is actually being proposed for the board's consideration at this meeting.

In my 17 years in local government, I hired numerous independent contractors, including CalPERS annuitants who served in interim staff roles. They never performed work without a signed contract in place, to protect both the agency and themselves.

A contract requires the essential terms of the transaction. Without agreement on compensation there is no employment contract. Welsh's proposal ensures that the district does not violate the statutory prohibition of negotiating executive compensation at a special meeting, but in doing so, also creates an arrangement that cannot—by definition—be considered a contract. Rather, this arrangement would be a legal mine field for both the district and Mr. Hart.

Without a contract, how will Mr. Hart know what is within his scope of responsibility and authority? If he takes an action not specifically authorized by the district for which the district is later sued, would that risk be covered by SDRMA once it is determined no contract was in place?

Without a contract, would Mr. Hart be authorized to take personnel actions on behalf of the district? Without a contract, who would Mr. Hart be reporting to? And who would report to him? Without a contract, would Mr. Hart be covered by the district's worker's compensation policy?

I hope that you have consulted with district legal counsel as to the form of this arrangement, which appears to be fraught with problems going well beyond any potential adverse impact on Mr. Hart's retirement plans. How unfortunate that you did not place the necessary contracts on the last regular meeting agenda, and that you do have not two regular meetings per month, so the district would not be in this situation.

Respectfully,

Lori Trevino

Lynn Wolter

From: Jim Watt <jandiwatt@sbcglobal.net>
Sent: Monday, October 31, 2016 2:30 AM
To: Len Welsh GMail; Chuck Toombs; Pat Gillette; Rachele Sherris-Watt; Vanessa Cordova; Len Welsh; Lynn Wolter
Subject: Mr Hart's Independent contractor appointment

Dear KPPCSD Board,

I fully expected you would be revising your agenda packet for the KPPCSD Board meeting scheduled for October 31, 2016 at 8:00 am, to include a contract between the District and Mr. Hart regarding his potential service as an interim GM. That you are proposing to vote on his appointment as an independent contractor without such a contract will place the District at great risk and therefore this proposed arrangement, as spelled out in the very informal, confusing and probably illegal manner described in the October 28, 2016 email between Welsh and Hart, should not be an acceptable basis to proceed with this appointment.

I happen to work as an independent contractor for my previous employer. My contract contains many items not even mentioned in the aforementioned email. It greatly restricts what I can and cannot on behalf of my employer, to include many other contractual obligations between the parties. Such contracts would certainly never let the independent contractor consult with his employer and then make his own decisions as is proposed in the Welsh/Hart email.

Please include these comments in the record for the KPPCSD Board meeting on October 31, 2016.

Jim Watt



October 23, 2016

Kevin Hart, Interim General Manager
Kensington Police Protection and Community Services District
217 Arlington Ave.
Kensington, CA 94707

RE: Audio/Visual System for Community Center

Dear Kevin,

The Kensington Property Owner's Association supports improved audio for meetings held in the Community Center and has approved funding in the amount of \$1,000 for the new audio/visual system. The funds are provided with the understanding that the Association will be able to use the new equipment without charge, when conducting community meetings at the center.

Please let me know once the installation is completed and we will send a check. We would also like to be included in the training you conduct on using the equipment.

Sincerely,

A handwritten signature in cursive script that reads "Gail Feldman". The signature is written in black ink and is followed by a horizontal line.

Gail Feldman, President

Cc: KPPCSD Directors
KPOA Board of Directors
Lynn Wolter, KPPCSD

63

Office Report prepared by Kari Tindol, Administrator
Kensington Community Council Board Meeting
November 7th, 2016

KASEP

KASEP is halfway through the Fall Session and ends December 16th. Our new classes of sewing, environmental science, pastel art and dance have proven to be very popular with students. Our Winter session brochure is being finalized and will be distributed the week of November 21st. Registration is on Tuesday, December 6th at 7:30pm.

All-Day Kindergarten - new Fall 2016

The 11 KASEP kindergarten classes are going well and the children seem to love the classes. The teachers miss the longer class time, but are adapting. We may try to find a way to allow a few Kindergarten KASEP teachers to teacher a long class.

Routine with Neighborhood School

KCC staff escorts students up to Neighborhood three times a day at 2:20, 3:40 and 5:00. This escort service is an opportunity to get to know the children better, but it also cuts into office work time and it has been a challenge to get all the office work done.

KCC Classes and Events

Jazzercise and Body Sculpting classes continue to be very popular with daily exercise in the community center, Monday – Friday.

Wednesday Acrylic Artists have endured several disruptive sessions with the installation of the sound system in the Community Center, but have been understanding. They welcome other artists to join them on Wednesdays 9:45am – 1:00pm.

Our two new adult classes Pain Away/ Positive Posture with Amy Aldrich on Mondays and Tai Chi with Nobuo Nishi on Fridays are continuing. Enrollment has dropped off some and more marketing needs to be done to encourage new students to attend. Both are taught at the community center.

KCC Admin

On September 24th we had a very successful movie night. Approximately 400 attendees came to enjoy the beautiful evening and the showing of the Pixar film *"Inside Out."* KCC sold hot dogs and candy while Marvin Gardens popped popcorn for participants.

The new sound system has been installed in the Community Center and seems to be working well.

Fall Fund Drive kicked off officially in November and thank yous are being listed in the Outlook. A final number will be presented at the KCC Board meeting, but to date we have raised approximately \$3,000.

KCC's Fall Parade and Picnic on Sunday, October 23rd was a beautifully warm day, perfect for decorating pumpkins, listening to the Korematsu Jazz Band and building community. Thank you to the Brownies, Cub Scouts and Boy Scouts who helped make this event such a success.

65

October 2016

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2016

Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 25	26	27	28	29	30	Oct 1
2	3	4	5	6	7	8
	2:00pm CC Rental (CCM) 7:00pm KCC Mtg (CC3) 7:00pm KCC MTG (CCM)	7:30pm Troop 100 (CCM)		7:15pm EBC (CC1)		
9	10	11	12	13	14	15
	6:00pm KPSC (CC3) 7:30pm KARO Mtg (cc3)	7:30pm Troop 100 (CCM)	6:00pm GPFF (CCM) 7:00pm *KFD Mtg (CC3)	6:00pm KPPCSD Mtg (CCM)		
16	17	18	19	20	21	22
	4:00pm Girl's Scout (CC1) 7:00pm KPPCSD (CC3)	7:30pm Troop 100 (CCM)	8:00am	Foley @ DUI Course (Alameda) - Andrea Di Napoli 7:15pm EBC (CC1)		11:00am CC Rental (CCM)
23	24	25	26	27	28	29
KCC Parade & Picnic (CCM)	7:30pm *KIC (CC3)	7:00pm *KMAC (CC3) 7:30pm Troop 100 (CCM)				10:00am Shredding (Lower Parking Lot)
30	31	Nov 1	2	3	4	5

66

November 2016

December 2016

Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 30	31	Nov 1 7:30pm Troop 100 (CCM)	2	3 7:15pm EBC (CC1)	4	5
6	7 7:00pm KCC Mtg (KCC Bldg)	8 ELECTION DAY - VOTE - VOTE - VOTE 7:30pm Troop 100 (CCM)	9 6:00pm GPF (CCM) 7:00pm *KFD Mtg (CC3)	10 6:00pm KPPCSD Mtg (CCM)	11	12
13 8:00am CC Rental (CCM)	14 6:00pm KPSC (CC3) 7:30pm KARO Mtg (cc3)	15 7:30pm Troop 100 (CCM)	16 6:00pm KPOA Mtg (CC3)	17 7:15pm EBC (CC1)	18	19
20 4:30pm CC Rental (CCM)	21 4:00pm Girl's Scout (CC1)	22 7:30pm Troop 100 (CCM)	23	24 THANKSGIVING	25	26
27	28 7:30pm *KIC (CC3)	29 7:00pm *KMAC (CC3) 7:30pm Troop 100 (CCM)	30	Dec 1	2	3

67

December 2016

December 2016							January 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 27	28	29	30	Dec 1	2	3
				7:15pm EBC (CC1)		8:00am
4	5	6	7	8	9	10
9:00am CC Rental (CCM)	7:00pm KCC Mtg (CC3) 7:00pm KCC MTG (CCM)	7:30pm Troop 100 (CCM)		6:00pm KPPCSD Mtg (CCM)		8:00am CC Rental (CCM) 8:00am CC Rental
11	12	13	14	15	16	17
1:00pm CC Rental (CCM)	6:00pm KPSC (CC3) 7:30pm KARO Mtg (cc3)	7:30pm Troop 100 (CCM)	6:00pm GPFF (CCM) 7:00pm *KFD Mtg (CC3)	7:15pm EBC (CC1)		
18	19	20	21	22	23	24
	4:00pm Girl's Scout (CC1)	7:30pm Troop 100 (CCM)				
25	26	27	28	29	30	31
	3:30pm CC Rental (CCM) 7:30pm *KJC (CC3)	7:00pm *KMAC (CC3) 7:30pm Troop 100 (CCM)				

68

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

General Manager October 2016 Report

City Managers and Police Chiefs of San Pablo, El Cerrito, Kensington, Pinole and Hercules continue to meet and discuss the Consortium Records Management & Consolidated Communications Agreements. The City of Richmond has given Kensington a new bid for services for CAD/RMS which was not favorable to us financially. We will continue to explore other options, such as potentially contracting with Albany Police or the Pinole Police Department to provide these services.

The new Live Scan machine has been installed at the Public Safety Building. Any teachers, daycare workers, police or fire applicants, Visa applicants, etc., that need Live Scan can now make an appointment at the Police Department and have their fingerprints scanned for a nominal fee, plus DOJ costs.

During this month, President Welsh and I attended a meeting with the Contra Costa County Environmental Health Agency, to discuss a proposed new contract with the county concerning Kensington meeting the California Integrated Waste Management Act of 1989. This act requires Kensington to adopt a Source Reduction and Recycling Element, as well as a Hazardous Waste Element. Our previous contract with the county has expired.

On Saturday, October 22, members of the Kensington Police Department, participated in the National Prescription Drug Take back Initiative and recovered 105 pounds of old prescription drugs.

Advanced Systems Group has installed the new audio and visual sound system at the Community Center. Once we are fully operational, this will allow for live streaming of the KPPCSD meetings and enhanced audio for the hearing impaired and will also provide free Wi-Fi for the Kensington Community Center. The total cost for the complete system will exceed this year's budget and cost over \$30,000. We have asked KCC, KIC, and the KPOA to assist in paying for the new system with equal contributions of \$5,000 each.

We have received a \$5,000 check from the Kensington Improvement Club to assist the District in paying for the new audio/video system mentioned above. The Kensington Community Council has pledged \$3,000 and will be consider, at its upcoming meeting, whether to contribute an additional \$2,000. The Kensington Property Owner's Association has donated \$1,000.

Our independent auditor has reviewed the District office's financial files this month. This is called "field work," and it was successfully completed. I anticipate a clean audit with no adverse findings within the next few months.

As I discussed last month, our application to the U.S. Bureau of Justice Assistance, has awarded the District financial assistance for the purchase of bulletproof vests. The grant was-\$4,228. In addition, Peace Officers Standards and Training (POST) also awarded the KPD with \$5,500 towards a Team Building Workshop.

Lastly, the Kensington Board of Directors asked that I stay on as the Interim General Manager until the new Interim General Manager/Chief of Police was officially hired. The Board of Directors may take action to hire my replacement at its November 10th meeting.



Kevin E. Hart,
Interim General Manager

7a

**Kensington Police Protection and Community Services District
Resolution No. 2016-15 Approving a Publicly Available Pay Schedule Pursuant to
California Code of Regulations Section 570.5(a)**

WHEREAS, the California Code of Regulations Section 570.5(a) requires public agency employers participating in CalPERS to adopt and make available a pay schedule showing each position title within the agency, the pay rate for each position, and the time base for each pay rate.

WHEREAS, the District and the Kensington Police Officers' Association entered into an agreement on April 14, 2016, that set forth pay rates through December 31, 2017.

WHEREAS, the position of General Manager/Chief of Police, is a non-represented position whose compensation is subject to the sole approval of the District's Board of Directors.

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

1. Effective with the first period after March 1, 2016, monthly salaries will be set forth as follows:

Non-Represented (Monthly)	Minimum				Maximum
General Manager / Chief of Police	\$10,833.33	--	--	--	\$12,083.33
KPOA (Monthly)	Step 1	Step 2	Step 3	Step 4	Step 5
Master Sergeant	\$8,077.74	\$8,320.07	--	--	--
Sergeant	\$7,039.61	\$7,321.19	\$7,540.83	\$7,842.47	--
Corporal	\$6,977.23	--	--	--	--
Officer	\$5,516.98	\$5,820.42	\$6,140.54	\$6,478.27	\$6,840.42

2. Effective with the first period after March 1, 2017, monthly salaries will be set forth as follows:

Non-Represented (Monthly)	Minimum				Maximum
General Manager / Chief of Police	\$10,833.33	--	--	--	\$12,083.33
KPOA (Monthly)	Step 1	Step 2	Step 3	Step 4	Step 5
Master Sergeant	\$8,320.08	\$8,569.67	--	--	--
Sergeant	\$7,250.80	\$7,540.82	\$7,767.05	\$8,077.75	--
Corporal	\$7,186.55	--	--	--	--
Officer	\$5,682.49	\$5,995.03	\$6,324.76	\$6,672.62	\$7,045.63

**Kensington Police Protection and Community Services District
Resolution No. 2016-15 Approving a Publicly Available Pay Schedule Pursuant to
California Code of Regulations Section 570.5(a)**

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District on _____, the _____ of _____, 2016,
By the following vote to wit:

AYES: ____

Len Welsh, President

NOES: ____

Rachelle Sherris-Watt, Vice President

ABSENT: ____

Pat Gillette, Director

Chuck Toombs, Director

Vanessa Cordova, Director

7B

**Kensington Police Protection and Community Services District
Resolution No. 2016-17 Approving Interim Appointment of Mr. Kevin Kyle to Interim
General Manager/Chief of Police Pursuant to Government Code Section 21221(h)**

The Governing Authority of the Kensington Police Protection and Community Services District
RESOLVES as follows:

SECTION 1. Findings and Declarations

- (a) In compliance with Government Code section 7522.66 and 21221(h) the Board of Directors must approve the appointment of a retired annuitant to fill a vacant position on an interim basis during a recruitment to permanently fill the vacant position.
- (b) The District's General Manager/Chief of Police position became vacant starting October 31, 2016. The District is actively recruiting to fill the General Manager/Chief of Police position. The General Manager/Chief of Police will have full responsibility for the District's police department, parks and recreation programs, and waste management/recycling services. The General Manager/Chief of Police will serve as the chief executive of a nearly \$3 million annual operating budget and will have full supervisory responsibility for approximately 12 employees, including 10 sworn law enforcement staff and 2 part-time civilians, among other part-time contract employees.
- (c) The District formed an Ad Hoc Committee for Governance and Operations Structure on August 11, 2015. Subsequently, the Ad Hoc Committee convened a subcommittee to explore bifurcating the General Manager/Chief of Police position. The Board of Directors is currently exploring whether it is operationally efficient and cost effective to separate the General Manager/Chief of Police position into two distinct functions. Historically, these positions have been consolidated into a single position. The District is required by Government Code section 61050 to have a General Manager, but there is no such requirement for a Chief of Police.
- (d) Kevin Kyle is the former Chief of Police for the City of Santa Clara and served as such for two years. He retired on September 29, 2012 and is able to serve in the position of General Manager/Chief of Police on an interim basis until the District is able to find and hire a qualified candidate to permanently fill the vacancy or vacancies, depending on whether the Board of Directors decides to bifurcate the position.
- (e) Mr. Kyle has the special skills necessary to perform the duties of the General Manger/Chief of Police. Mr. Kyle has been a law enforcement officer since 1982. Over his career he has held various senior management and executive leadership

72

**Kensington Police Protection and Community Services District
Resolution No. 2016-17 Approving Interim Appointment of Mr. Kevin Kyle to Interim
General Manager/Chief of Police Pursuant to Government Code Section 21221(h)**

positions within the Santa Clara police department, including Assistant Chief of Police and Chief of Police. While serving as Chief of Police in Santa Clara, Mr. Kyle oversaw more than 200 sworn and civilian staff, with an annual operating budget of nearly \$45 million.

- (f) Government Code section 7522.56 and the 180-day waiting period are not applicable where, as here, the retired annuitant filling the General Manager/Chief of Police position on an interim basis is a public safety officer as defined by Government Code section 3301.
- (g) The District placed a position announcement on its website, has posted the open position in local newspapers. The District anticipates filling the position as soon as possible, if the Board approves the proposed contract referenced in Section 2 below.
- (h) CalPERS rules provide that the compensation paid to retired annuitants cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate.
- (i) The maximum base monthly salary for the position of General Manager/Chief of Police is \$12,083.33 and the hourly equivalent is \$69.71, and the minimum base rate for this position is \$10,833.33 and the hourly equivalent is 62.50.

SECTION 2. The entire employment document between Mr. Kyle has been reviewed by this body and is attached to this Resolution as Exhibit A. Mr. Kyle's employment shall be limited to 960 hours per fiscal year. The hourly rate paid to Kevin Kyle shall be \$69.71. Mr. Kyle has not and will not receive any other benefit, incentive, or compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

SECTION 3. THEREFORE, BE IT RESOLVED THAT the Board of Directors for the Kensington Police Protection and Community Services District hereby certifies the nature of the appointment and finds that this single interim appointment of Kevin Kyle is necessary to fill the critically needed position of General Manager/Chief of Police because the law requires the District to have a General Manager and the District requires leadership to prioritize work, respond to community incidents, implement board policies, appoint, supervise, discipline and dismiss employees, and

**Kensington Police Protection and Community Services District
Resolution No. 2016-17 Approving Interim Appointment of Mr. Kevin Kyle to Interim
General Manager/Chief of Police Pursuant to Government Code Section 21221(h)**

supervise the District's facilities, services, and finances. As a small employer with only 12 employees (sworn and non-sworn part-time staff), the District has neither available nor qualified existing staff to fill this role on anything other than an extremely short-term basis.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District on _____, the _____ of _____, 2016, By the following vote to wit:

AYES: ____

Len Welsh, President

NOES: ____

Rachelle Sherris-Watt, Vice President

ABSENT: ____

Pat Gillette, Director

Chuck Toombs, Director

Vanessa Cordova, Director

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

November 10, 2016

Dear Mr. Kyle:

Due to the recent resignation of Kevin Hart, the Kensington Police Protection and Community Services District's current Interim General Manager/Chief of Police, the District has a temporary need for an individual to serve as the Interim General Manager/Chief of Police during the open recruitment process to permanently fill the vacancy. Mr. Hart resigned, effective October 31, 2016.

The District is required by law to have a General Manager appointed at all times. Based on your extensive skills and experience, the District believes that you are uniquely qualified to fill this role on an interim basis. The responsibilities of the Interim General Manager/Chief of Police include, but are not limited to, implementing board policies, appointing, supervising, disciplining and dismissing employees, and supervising the District's facilities, services, and finances. You will be responsible for managing an approximately \$3 million annual operating budget, and overseeing a staff of approximately 12 employees, including both sworn law enforcement officers and part-time civilian staff. For additional description of the job duties of the General Manager/Chief of Police, please see the attached job description.

The District would like to appoint you to work twenty-five (25) to thirty (30) hours per week beginning November 14, 2016, limited to 960 hours per fiscal year. The appointment will be subject to the condition that you pass a background investigation within eight (8) weeks of starting and main POST certification throughout the term of your appointment. You will start in the role of Interim General Manager only and be sworn in to carry out your duties as Interim Chief of Police once the District receives work of your passing the background investigation.

As you are aware, the District's Ad Hoc Committee for Governance and Operations Structure has convened a subcommittee to determine whether the General Manager/Chief of Police position should be bifurcated into two separate positions. Historically, these positions were consolidated and held by a single individual. Your interim assignment will continue for the duration of the recruitment, but end no later than December 31, 2017, or upon the Board taking action to bifurcate the position and finding a permanent replacement.

This position is at-will. This means that you or the District have the right to terminate your appointment at any time, with or without advance notice and with or without cause.

Your rate of pay will be \$69.71 per hour, consistent with the District's published hourly maximum rate for the General Manager/Chief of Police. You will not be eligible for any other benefits, paid time off, incentives, compensation in lieu of benefits or other forms of compensation. The District will provide you with two sets of uniforms, which are required to be worn.

CalPERS enforces strict rules and guidelines related to working after retirement. Because this is an interim appointment to a vacant position for the duration of the recruitment, the District will be approving this appointment at a public meeting.

As a retired annuitant it is important that you be aware of potential consequences to you in the event that your assignment is determined to not meet the criteria under the Public Employees Retirement Law (PERL), as amended. It is the dual responsibility of both the employer and the retired annuitant to ensure that the

type of work performed falls within the new criteria. If CalPERS receives information that a retired annuitant may be performing work that is outside the restrictions of the Government Code Section, the following consequences may apply to the retired annuitant at CalPERS' discretion:

1. Reimbursing CalPERS for the retirement income received during the unlawful employment;
2. Reinstatement to employment;
3. Paying the employee share of retirement contribution, with interest, that would have otherwise been paid during the period of unlawful employment; and,
4. Paying CalPERS for administrative expenses incurred to investigate the situation if the retiree is determined to be at fault.

If you chose to work for other CalPERS agencies during this time, you agree that your work for the District will be your priority, that you will keep the District informed of the number of hours you work for other PERS agencies and that you will indemnify and hold the District harmless from any and all claims, allegations or other actions related to your compliance with CalPERS rules for retired annuitant employment.

Please note that the CalPERS employer may also be penalized by being required to pay the employer share of retirement contributions, with interest, that should otherwise have been paid, plus administrative expenses if the employer is determined to be at fault. However, the consequences of doing work outside the statutory limitations are more severe for the retired annuitant than for a public employer. For discussion of other CalPERS rules related by retired annuitants, you may want to review the CalPERS publication "A Guide to CalPERS Employment After Retirement" available online at <https://www.calpers.ca.gov/docs/forms-publications/employment-after-retirement.pdf>. Please contact CalPERS or the District immediately if you have any questions or concerns to discuss related to your interim appointment.

Therefore, the retiree bears significant risk if he or she works as a retired annuitant under circumstances that do not comply with the new restrictions, as opposed to reinstating to regular employment in order to continue working for the agency.

By accepting this appointment, you warrant that you have reported your permanent separation date in the MyCalPERS system. Additionally, you warrant that you have not received unemployment insurance payments in the past twelve months for previous retired annuitant work with any other CalPERS employer. Failure to properly report the above may subject you to a finding that this appointment is improper.

If the terms of this letter agreement are satisfactory to you, please sign below indicating your agreement.

Thank you again for agreeing to assist the District. We look forward to working with you.

76

Sincerely,

Len Welsh, President
Kensington Police Protection and Community Services
District

Agreed:

Kevin Kyle

Date

Attachments: General Manager/Chief of Police Job Description

77

APPENDIX A

JOB DESCRIPTION GENERAL MANAGER/CHIEF OF POLICE

GENERAL

The General Manager/Chief of Police (GM/COP) shall be responsible for all of the following:

- (a) The implementation of the policies established by the Board of Directors for the operation of the District.
- (b) The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
- (c) The supervision of the District's facilities and services.
- (d) The supervision of the District's finances.

The GM/COP is appointed by and serves under the direction of the Kensington Police Protection and Community Services District (KPPCSD) Board of Directors. The KPPCSD is responsible for providing police services and solid waste and recycling collection services within the Kensington community, and for managing the Kensington Park and its facilities. General responsibilities for managing District affairs and particular responsibilities for managing the different areas of District business are described separately.

DISTRICT AFFAIRS

The GM/COP shall be responsible for preparing the District Budget and for negotiating and maintaining all District records, District agreements, and District contracts.

The GM/COP shall be responsible for obtaining and preparing District Election material, as needed, and develop a working relationship with State and County legislators and be prepared to introduce or support legislation that affects the District's ability to serve the community. The GM/COP shall represent the District at State, County, and local public meetings.

The GM/COP shall prepare agendas for District Meetings, prepare and furnish Board Directors with all the appropriate information needed for Directors to conduct District meetings, and maintain a calendar of required events throughout the year.

The GM/COP shall prepare and submit all documents required by law and the Public Records Act, or other information in the public interest, to the public and/or appropriate agencies in a timely fashion.

POLICE DEPARTMENT

Authority: The GM/COP is the chief executive officer of the department and the final departmental authority in all matters of policy, operations and discipline. He/she exercises all lawful powers of his/her office and issues such lawful orders as are necessary to assure the effective performance of the department.

Responsibilities: Through the GM/COP the department is responsible for the enforcement of laws and ordinances coming within its legal jurisdiction. The GM/COP is responsible for planning, directing, coordinating, controlling, training, and staffing all activities of the department for its continued and efficient operation, for the enforcement of rules and regulations within the department, for the completion and forwarding of such reports as may be required by competent authority and for the department's relations with Kensington citizens.

Functions: The GM/COP sets objectives for the department, makes plans, develops procedures, organizes and re-organizes, provides for staff and equipment, adopts rules and regulations for the administration of the department, sets policy, coordinates efforts and relationships, reports on departmental accomplishments, maintains public and employee relationships, develops the budget, directs departmental training activities, controls personnel files and investigates and properly disposes of citizen complaints regarding the actions of officers, performs annual performance evaluations of Sergeants, and provides direction to the department.

As circumstances require, the GM/COP shall also observe and investigate persons and situations which require attention that may affect enforcement of law or prevention of crime, perform miscellaneous services relative to public reports, testify in court, investigate crimes for the purpose of apprehension and prosecution of offenders and the recovery of stolen property.

SOLID WASTE HANDLING AND DISPOSAL

The KPPCSD provides services within the Kensington community to collect, transfer, and dispose of solid waste, and provide additional solid waste handling services, including, but not limited to, source reduction, recycling, and composting activities. The GM/COP shall supervise the solid waste handling programs within Kensington by working with the solid waste hauler, county staff, community members, and designated Board Directors on the implementation of the Solid Waste Contract. In addition, the GM/COP shall be responsible for providing information to the Board of Directors regarding possible rate changes and for ensuring the District meets State and local mandates regarding waste reduction and recycling.

PARK AND RECREATIONAL SERVICES

The KPPCSD is responsible for providing recreational services to the community through the ownership of the Kensington Park and its facilities. The Kensington Community Council (KCC), a non-profit volunteer organization, provides and manages recreation programs in the park.

The GM/COP shall be responsible for managing the Kensington Park and its facilities with the assistance of the Park Administrator and oversee park development, maintenance and repair of recreation facilities, coordinating with the KCC and its staff when necessary. The GM/COP shall work with designated members of the Board of Directors to negotiate the agreement between the KCC and the KPPCSD as needed and work with designated members of the Board of Directors to negotiate lease or rental agreements for KPPCSD facilities and property.

QUALIFICATIONS

The GM/COP shall be a sworn police officer under section 832 of the Penal Code and have at least a Bachelor's degree from an accredited college or university. A Master's degree is preferred. The GM/COP shall have at least five to seven years of progressive supervisory, command experience in a law enforcement agency and a California POST Supervisory Certificate or higher. If the GM/COP does not have the required California POST certifications at the time of hire, they shall be obtained within two years. The GM/COP shall have demonstrated managerial and community involvement experience.

70

**Kensington Police Protection and Community Services District
Resolution No. 2016-18 Appointing Mr. Kevin Kyle to Interim General Manager/Chief of
Police Pursuant to Government Code Section 61050**

The Governing Authority of the Kensington Police Protection and Community Services District
RESOLVES as follows:

SECTION 1. Findings and Declarations

- (a) The District is required by Government Code section 61050 to have a General Manager.

- (b) Mr. Kevin Kyle, the former Chief of Police for the City of Santa Clara, is a qualified candidate, willing and able to serve as the District's General Manager/Chief of Police. Mr. Kyle retired on September 29, 2012, from the City of Santa Clara, and is able to serve in the position of General Manager/Chief of Police on an interim basis until the District is able to hire a qualified candidate to permanently fill the vacancy.

SECTION 2. Mr. Kyle's appointment as General Manager/Chief of Police is being made pursuant to Government Code Section 21221(h). Mr. Kyle's appointment shall be limited to 960 hours per fiscal year. The hourly rate paid to Kevin Kyle shall be \$69.71.

SECTION 3. THEREFORE, BE IT RESOLVED THAT the Board of Directors for the Kensington Police Protection and Community Services District appoints Mr. Kevin Kyle to fill the critically needed position of General Manager/Chief of Police because the law requires the District to have a General Manager and the District requires leadership to prioritize work, respond to community incidents, implement board policies, appoint, supervise, discipline and dismiss employees, and supervise the District's facilities, services, and finances.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District on _____, the _____ of _____, 2016, By the following vote to wit:

81

**Kensington Police Protection and Community Services District
Resolution No. 2016-18 Appointing Mr. Kevin Kyle to Interim General Manager/Chief of
Police Pursuant to Government Code Section 61050**

AYES: ____

Len Welsh, President

NOES: ____

Rachelle Sherris-Watt, Vice President

ABSENT: ____

Pat Gillette, Director

Chuck Toombs, Director

Vanessa Cordova, Director

Attachment A: Kevin Kyle's Employment Agreement [NEED TO GET SIGNED BY K. KYLE]

82



1111 Broadway, 24th Floor
Oakland, CA 94607-4036

T: 510-834-6600
F: 510-808-4752

www.wendel.com
amoore@wendel.com

10

November 6, 2016

Kensington Police Protection
and Community Services District
c/o Vice President Rachelle Sherris-Watt
and Director Patricia Gillette

**Re: Engagement of Legal Services Regarding the Kensington Police
Protection and Community Services District**

Dear Ms. Sherris-Watt and Ms. Gillette:

This letter ("Legal Representation Agreement") confirms our agreement concerning our legal services and the fee arrangements for those services.

1. Scope of Engagement: We will provide the legal services to the Kensington Police Protection and Community Services District ("District") as identified in the Scope of Services, attached hereto as Attachment "1". We will provide legal services for additional matters that you request provided we agree in writing to perform that additional work. Your engagement of this firm for legal representation in these matters ends when we are no longer performing active legal services in these matters (typically, when you are no longer receiving invoices for new work on a regular, continuing basis) or when either party terminates this agreement pursuant to Section 11 herein.

2. Conflicts of Interest; Communication. We have made a check for conflicts of interest, based upon the information you provided. Because circumstances change, we both must be continually alert to the development of any conflicts. Please inform us immediately if you become aware of a conflict or potential conflict. In addition, where there could be any potential for conflicting interests in our representation, it is necessary that you provide us all relevant information on this subject. Full information about possible conflicts is central to our agreement to provide these legal services (and possibly to our ability to undertake this representation, under the rules of professional conduct). As the primary contact with our law firm, you will be responsible for communicating all relevant information and decisions between our firm and all persons who are to be kept informed.

3. Fees and Personnel. Our fees will be based on our hourly billing rates as identified in Attachment "1". We bill for our time in increments of one-tenth of an hour. All time spent on your behalf is billed except as expressly noted in Attachment "1". This includes the time we spend on research and analysis, consultation, telephone conferences, emails, travel, conferences, meetings, court appearances, depositions and drafting documents. If more than one of us attends a meeting, each will charge for the time spent. While we may make good faith

03

efforts to estimate potential fees, fee estimates are not precise and actual fees can vary significantly from any estimate. Consequently, our fees are not limited to the amount of any estimate.

Our present hourly rates range from \$295 to \$600 for attorneys and from \$125 to \$275 for paralegals, law clerks, and case clerks. Hourly rates are subject to reasonable change, usually at the beginning of each year. Although we expect that I will be primarily responsible for advising and representing you, we may enlist in your representation the services of other attorneys and personnel employed or associated with the firm. This agreement retains the legal services of our law firm and not of a particular attorney.

4. Ancillary Charges. In addition to our hourly fees, we will charge you a fee for services and items that are, in our judgment, reasonably necessary for your representation. You agree to pay us for all such services and items, which include, by way of example only, document copying and scanning, facsimile transmission and receipt, computerized legal research, expert fees, travel expenses, postage, messenger and overnight courier fees, and long-distance telephone and teleconferencing charges. All services or items over \$500 will require advance or direct payment.

5. Billing and Payment. We send monthly invoices describing our services and fees and costs due. Occasionally, however, we may defer billing for a given month (or months) if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing. If questions arise about an invoice, please telephone or write me so that we may discuss any questions (at no charge) while recollections are fresh. Invoices are due upon receipt.

6. Interest on Late Payments. Invoices not paid within 30 days of receipt will be assessed interest at the rate of 10% per annum 45 days after the date of the invoice, until paid. In no event will the interest exceed the maximum rate allowed by law on delinquent payments.

7. Attorneys' Lien. The firm will have and you hereby grant a lien as security for all amounts owed to the firm against any recovery we obtain on your behalf, whether by settlement, arbitration award, judgment or otherwise. This lien could delay payments to you or receipt by you of some or all of the money you may obtain as a result of our services until any dispute over the amounts to be paid to us is resolved. YOU ACKNOWLEDGE THAT BEFORE SIGNING THIS AGREEMENT YOU HAVE BEEN ADVISED OF THE TERMS OF THIS LIEN PROVISION AND OF YOUR RIGHT TO CONSULT INDEPENDENT COUNSEL OF YOUR CHOICE, AND THAT YOU HAVE BEEN GIVEN A REASONABLE OPPORTUNITY TO SEEK SUCH ADVICE.

8. Privacy. We are committed to maintaining privacy and protecting any information of a confidential nature that is communicated to us and protecting against its unauthorized use. In order to help you preserve your privacy, confidentiality, and attorney-client privilege, please be aware that if you use email, cordless or cellular phones, or similar devices to communicate private or sensitive information, such communications are not completely secure.

9. Documents, Files, and Materials. At the conclusion or termination of our services in a given matter, you may ask for and obtain any of your records, documents or other materials that we might have. If you do not request return of your files, you understand that we undertake no obligation to store or safeguard closed files, nor any other documents or materials remaining in our possession after conclusion or termination of our services in a matter. Such items may be discarded or destroyed at our sole discretion. While we ordinarily retain our closed files for a period of time, if we do this, it is strictly for our own convenience.

10. Dispute Resolution. The venue for disputes of any nature between us shall be Alameda County, California. If there is a dispute regarding our fees, we will comply with the provisions of the California Rules of Professional Conduct and Section 6200 *et seq.* of the California Business and Professions Code, and you will be provided with the opportunity to participate in a fee arbitration program pursuant to those provisions. If you do not choose to participate in that program or if the dispute is not fully and finally resolved through that program, then the dispute shall be finally decided in the Alameda County small claims court (if the amount in dispute is \$5,000.00 or less), or by a single neutral arbitrator who is an attorney or retired judge, mutually acceptable to the Parties or appointed by ADR Services, Inc. ("ADR") (if the amount in dispute is greater than \$5,000.00). Any other dispute arising out of or related to this agreement or our professional services shall also be finally decided by a single neutral arbitrator who is an attorney or retired judge, mutually acceptable to the Parties or appointed by ADR. The Arbitration Rules of ADR shall apply to any dispute for which the arbitrator is appointed by ADR, and any such arbitration shall be held in Oakland, California. It is further agreed that neither client nor attorney may appeal the arbitrator's decision, unless the award is in excess of \$200,000. Any such appeal shall be conducted by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to JAMS' Optional Arbitration Appeal Procedures.

11. Termination of Services. You may terminate our services at any time by written notice. After receiving such notice, we will immediately cease our representation other than such services as may be reasonably necessary for an orderly transition of the matter. Similarly, we may terminate our services at any time by written notice, including, without limitation, in the event of nonpayment of our invoices. We will cooperate with you in the transfer of files and records to your new counsel. In pending litigation matters, you will need to sign a substitution of attorney. If our services are terminated, you will remain responsible for all fees and costs incurred prior to termination and for fees and costs incurred in connection with an orderly transition of the matter, including, without limitation, such services as may be necessary or appropriate in a litigation matter until a substitution of attorney is executed and approved by the court.

12. No Guarantee of Outcome. Please understand that any comments made by us about the potential outcome of this matter are expressions of opinion only. Such comments and opinions are not guarantees about any results. If a particular result is not obtained, this does not relieve you of your obligation to pay in full for services rendered and fees and costs incurred.

85

13. Entire Agreement. This letter contains our entire agreement concerning the legal services you have engaged us to provide as described in Section 1 of this letter, our fee arrangements for them, and all related matters. The terms of this letter agreement fully replace all prior understandings or arrangements we have had about this matter, if any. Any modifications or additions to this letter agreement must be agreed to in writing by us.

14. Authority. As the person signing this letter agreement, you warrant and represent that you have the full power and authority to execute this letter agreement and that the terms of this letter are binding.

You acknowledge that you have read this entire written agreement, that you have understood all of its provisions, and that all necessary changes and clarifications were made to your satisfaction in this letter agreement, before you signed it.

If these terms are satisfactory, please sign the enclosed copy and return it to Wendel, Rosen, Black & Dean LLP, 1111 Broadway, 24th Floor, Oakland, California 94607.

If you send a signed copy of this letter to us by facsimile or email, that copy will also be considered the same as an original. For your records, our taxpayer ID number is 94-1123744.

Please call me at any time regarding questions you may have about our services or billing practices.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN LL



Amara L. Morrison, Esq.

These terms are accepted as of the date indicated below.

KENSINGTON POLICE PROTECTION AND
COMMUNITY SERVICES DISTRICT

Date: _____

Len Welsh

86

President

ATTACHMENT "1"

Scope of Services

The Kensington Police Protection and Community Services District ("District") has retained the law firm of Wendel Rosen Black & Dean, LLP ("Firm") to provide general counsel services to the District, effective as of the date referenced below in Section 1. C..

1. APPOINTMENT OF CONTRACT DISTRICT COUNSEL

A. Amara Morrison ("Morrison") of Firm is hereby designated and appointed as Contract District Counsel of the District and shall serve and be compensated as provided by this Agreement. As the Contract District Counsel, Morrison shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. Morrison shall attend all District Council meetings and other meetings, as required, and be available at all reasonable times to the District President, Board (subject to the provisions set forth herein) and District Manager, in relationship to all legal services to be furnished by Firm under this Agreement. Morrison shall also direct and coordinate all internal activities so that all services provided by Firm under this Agreement to the District shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of Morrison are a substantial inducement for the District to enter into this Agreement. Morrison shall be responsible during the term of this Agreement for directing all activities of Firm on behalf of the District and devoting such time as necessary to personally supervise such services. The primary assignment of Morrison shall not be changed by Firm without the express approval of the District.

B. Morrison and any other attorneys of Firm assigned to perform approved District business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

C. The term of this Agreement shall commence on November __, 2016 (the "Effective Date") and shall continue thereafter unless and until it is terminated or amended.

2. SCOPE OF WORK

A. Firm agrees to perform all necessary legal services as Contract District Counsel, and shall:

1. Attend all regularly scheduled and special District Board meetings and District Board study sessions.

2. Attend other meetings as requested by the District Board or the District Manager.

3. Advise the District Board; appointed Committees; District staff; and other District officials (subject to the provisions set forth herein) on all legal matters pertaining to District business.

4. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard District documents.

5. Prepare such written and oral legal opinions as shall, from time to time, be requested by the Board.

6. Perform such other routine legal services as are required, from time to time, by the District Board or the District Manager.

7. Provide in-house training to District staff on issues pertaining to civil liability, personnel and labor, and other issues as, from time to time, are identified by and requested by the District Board or the District Manager.

8. Review and approve as to form and content all proposed adverse personnel actions as, from time to time, are requested by District staff and directed by the District Manager..

9. Represent the District and the District's officials, officers, and employees in litigation and administrative proceedings as directed by the District Board or the District Manager.

10. Make recommendations concerning the selection of outside legal counsel on appropriate matters and supervise such outside legal counsel handling transactional or litigation matters on behalf of the District.

B. The District specifically reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters. This reservation of rights does not preclude the District from assigning these matters to Firm as part of the scope of duties under this Section 2.

3. COMPENSATION

Firm shall be compensated under the terms of this Agreement as follows:

A. Basic Services

All legal services provided by Firm shall be billed to the District according to the following:

a. For 90 days following the Effective Date, the first 20 hours of work per month will be billed at \$320/hour; any hours in excess of 20 hours per month for the first 90 days will be billed at \$395/hour.

b. Commencing the 90th day following the Effective Date, the billing rate shall be \$320/hour for the first 15 hours of work per month; any hours in excess of that charged at \$395/hour.

c. Firm agrees to charge a flat rate of \$900 per meeting; provided that any time spent in excess of three hours for any individual meeting shall be charged at a rate of \$395/hour.

d. Morrison agrees to attend a one-hour "on-boarding" meeting with the District Board, to be scheduled at a mutually convenient time and date within the first month following the Effective Date, to orient the Board relative to the recommended use of contract general counsel services, at no charge to the District.

e. Firm agrees to endeavor to provide monthly notifications to the District Manager of billable time which is within 5 hours of the reduced billing rate cap for the purposes of District general counsel budgeting. For example, Firm agrees to notify District Manager if billable time is expected to exceed 15 hours a month during the first 90 days or is expected to exceed 10 hours a month after the first 90 days.

f. Travel time spent travelling to meetings shall be charged according to the foregoing rates; Firm agrees to waive travel time spent travelling from meetings.

All costs and expenses, except for those as set forth in Section 3.B below shall be deemed included in the foregoing hourly billing rates.

Fees associated with litigation shall be billed separately and at the rate of between \$295 to \$600 for attorneys and from \$125 to \$275 for paralegals, law clerks, and case clerks.

B. Litigation Expenses

Firm shall be reimbursed for direct out-of-pocket expenses actually and necessarily incurred in the course of providing legal services under this Agreement in preparation for and maintaining the prosecution or defense of litigation, including without limitation: court costs, jury fees, service costs, witness fees, deposition costs, reporters' fees, title reports, photographs, diagrams, maps, and similar expenses.

C. Monthly Statements

Firm shall submit itemized statements of all payments due under this Agreement on a monthly basis to the District Manager. All work performed by Firm shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the District, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, and any litigation costs or expenses eligible for reimbursement.

D. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being billed. Payment for hours shall be due and payable after review and approval by the District Manager.

4. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

Firm shall not contract with or delegate to any individual or other entity to perform on the District's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the District. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the District.

5. INDEPENDENT CONTRACTOR

Firm shall perform all services required under this Agreement as an independent contractor of the District, and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its employees or agents are District employees.

6. PERFORMANCE REVIEW

The District and Firm agree that as soon after the sixth month following the effective date of this Agreement as can be conveniently scheduled, the District shall formally review the performance of services by Firm under this Agreement. The form and content of such evaluation shall be as determined by the parties. The District and Firm agree that subsequent performance reviews may be conducted from time-to-time upon the request of either party.

7. RECORDS AND REPORTS

A. Records

Firm shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the District to evaluate the performance of the required services. The District shall have full and free access to such books and records that deal specifically with the services performed by Firm for District at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records.

B. Ownership of Documents

All reports, records, documents, and other materials prepared by Firm, its employees and agents in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request by the District or upon termination of this Agreement. Firm shall have no claim for further or additional compensation as a result of the exercise by the

District of its full rights of ownership of the documents and material hereunder. Firm may retain copies of such documents for its own use.

C. Release of Documents

No report, record, document, or other material prepared by Firm in the performance of services under this Agreement shall be released publicly without prior written approval of the District, except as may be required by law.

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

76

October 31, 2016

Dear Chief Hart;

This is confirmation of my proposal to you, which was discussed, amended, and acted upon at the special open session held on Monday, October 31, 2016.

Upon your resignation taking effect at close of business October 31, 2016, the District proposes to hire you as an independent contractor, and not an employee, to stay on in the role as Interim General Manager only until Monday, November 14, 2016, 8:00 am.

During this contract period, Master Sergeant Hull will act in the same capacity of acting Police Chief as he did when you were first hired by the District, but had not yet been sworn in as Police Chief because we were awaiting completion of your background check. Similarly, during this contract period, you will act in the same capacity you did when you were first hired by the District.

I will propose to the board at our next regular meeting, which takes place on November 10, 2016, that it approve remuneration for your time spent at a rate of \$69.71 per hour. I will not ask for any benefits or other type of compensation for your services.

As an independent contractor, you will have control of your billable hours, not to exceed 6 per day Tuesday through Friday, November 1, 2016 through November 4, 2016, and Monday through Friday, November 7, 2016 through November 11, 2016. Commuting time is not billable. You will keep timesheets recording tasks on which you have worked.

You will be on call for any emergencies that might arise during the contract period, but you will be compensated only for hours spent responding to the emergency. You will consult with me on whether and how to respond to any emergency, but after consulting, the decision will be yours.

The District shall not be liable to you or third parties for any injury or harm you may cause or incur during your tenure under this contract, absent negligence on the District's part. You understand that, since you are being hired as an independent contractor, the District will not provide workers' compensation or any other insurance coverage for you against any injury or harm you might incur, whether or not you are injured or harmed in the course of providing service to the District.

The board may not approve my proposal for compensation, or the board may alter it. That decision will be entirely up to the board to determine by vote on November 10, 2016.

If the board does not approve the proposal, the District will not be able to provide you any compensation for work performed from November 1, 2016 on, and you will not be expected to provide any further service to the District, unless you wish to continue on for a few more days on

92

a volunteer basis, which we can discuss at the November 10, 2016 board meeting if compensation is not approved.

You affirm that you have reviewed this amended proposal with your attorney and are satisfied that serving under this contract will not adversely affect your retirement plans with CalPERS, that you understand fully the difference between serving the District as an employee and as an independent contractor, and that in all other respects you are confident you understand the benefits and limitations of this contract.

If this proposal is acceptable to you, please sign below to enter into contract with the District.

I greatly appreciate your willingness to continue serving the District on this basis, and I can't thank you enough for the excellent service you have provided to date.


Len Welsh


Kevin Hart

10/31/14
Date


Len Welsh

10/31/2016
Date

78

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

POLICY MANUAL

POLICY TITLE: Board Meeting Conduct
POLICY NUMBER: 5030

5030.10 Meetings of the Board of Directors shall be conducted by the Chairperson in a manner consistent with the policies of the District. The *relevant* sections of Robert's Rules of Order, shall also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with Robert's Rules of Order.

5030.20 All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

5030.30 The conduct of meetings shall, to the fullest possible extent, enable Directors to:

5030.31 Consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems; and,

5030.32 Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

5030.40 Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as followed:

5030.41 Five (5) minutes may be allotted to each speaker ~~and a maximum of twenty (20) minutes to each subject matter;~~

5030.42 No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address.

94

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

Date: November 10, 2016
TO: KPPCSD Board
FROM: Kevin E. Hart, Interim General Manager
Subject: **Item 7g-Agreement between KPPCSD and KCC for Recreation and Education Programs**

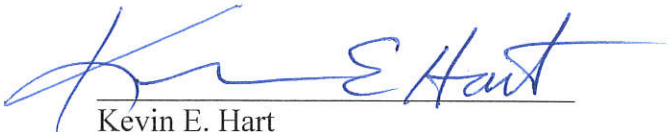
Kensington Community Council (KCC) President Anne Forrest and I have been working on updating the agreement between KPPCSD and the KCC to provide recreation and education programs services and facilities management.

The attached document outlines the lease agreement for the community center, tennis courts, recreation building and the annex.

For use of these facilities, KCC will pay the District \$15,000 per year, along with annual CPI increases. This is a long standing agreement between both parties and this updated agreement contains no substantive changes from past agreements.

The agreement covers the time period from July 1, 2016 through June 30, 2020.

Fiscal Impact: Included with current fiscal year budget as revenue.



Kevin E. Hart
Interim General Manager

95

AGREEMENT BETWEEN KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT AND KENSINGTON COMMUNITY COUNCIL FOR RECREATION AND EDUCATION PROGRAM SERVICES AND FACILITIES MANAGEMENT

To enable the residents of Kensington to benefit from recreational and educational activities, the Kensington Community council (KCC) and the Kensington Police Protection and Community Services District (KPPCSD) enter into the following agreement:

I. KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

- A. KPPCSD agrees to maintain in good condition and repair the Kensington Community Center (aka. Youth Hut), tennis courts and such other recreation properties (i.e. Recreation Building and the annex), in and about these facilities, over which it exercises ownership or control.

KPPCSD's maintenance obligations shall include providing general maintenance of the recreational improvements, as well as providing janitorial and gardening services, building supplies, utilities and other items listed under Article 1 of the Objectives attached hereto as Exhibit 1 for the Community Center, tennis courts and the Kensington Park grounds and equipment. KPPCSD agrees to provide property insurance coverage on the improvements on the Park and Recreational property.

At this time, KPPCSD cannot provide liability insurance covering the KCC's recreational and educational programs for the reasons described in the letter from the Special Risk Management Authority, dated April 20, 1998.

In the event of damage to the Park and Recreation property which substantially interferes with the KCC recreational/educational programs or the continued operation of the Park and its buildings, either party may terminate this Agreement by giving written notice to the other party.

- B. KPPCSD shall be entitled to set and retain any and all rental or use fees generated from the use of the Park and Recreational facilities.

II. KENSINGTON COMMUNITY COUNCIL

- A. KCC's mission as stated in the Articles of Incorporation is to provide educational and recreational programs for community enrichment and to improve and administer such educational and recreational facilities designated as "community," solely, or in conjunction with the Kensington Police Protection and Community Service district, a public district and agency, or other facilitating public body or agency.

- B. KCC, acting as the agent for the KPPCSD, agrees to maintain a program of recreational and educational activities, using the Community Center, the Recreation Building and the Kensington Park grounds. KPPCSD will provide water garbage service and general building maintenance.

KCC shall be entitled to set and retain all of the fees generated by the recreational and educational programs.

- C. KCC shall pay an annual contribution to the KPPCSD, payable in two equal installments on June 15th and December 15th of each year, for the use of the Community Center, tennis courts and the Park grounds and equipment.

Additionally, KCC shall contribute \$1.00 per year on June 15th for the use of the Recreation Building (“Building E”) for educational programs only. Also, KCC agrees to be responsible for all interior and exterior maintenance and repair, janitorial services and supplies, excluding the Recreation Building roof. The maintenance and repair of the roof will be the responsibility of KPPCSD.

- D. KCC agrees to maintain a general liability insurance policy covering KCC’s activities occurring at the Park, Community Center and the Recreation Building. This policy shall cover KCC, its employees, directors and such other persons as KCC shall determine and shall have a minimum bodily injury liability limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit and a property damage liability limit of \$50,000.

KPPCSD shall be named as an additional insured on the policy and evidence of current coverage will be provided to KPPCSD upon request.

- E. KCC agrees to notify all K-Group Umbrella members of the need to carry liability insurance, in accordance with the KCC bylaws, in order to use the Community Center free of charge.

- F. KCC agrees to work with the KPPCSD under its status as a 501(c) (3) non-profit organization for the purposes of fund raising and grant application towards the goal of improving and enhancing the Park, Community Center and Recreation Building facilities.

This Agreement shall commence on July 1 2016 and continue thereafter for each twelve (12)-month period unless either the KPPCSD or KCC gives written notice of intent to terminate said Agreement at least forty-five (45) days prior to the commencement of the next fiscal year. Without the notification of intent being received by either party within that designated 45-day period, the Agreement shall remain in force, as drafted, until the subsequent fiscal year begins.

Unless otherwise agreed, the Agreement shall be reviewed every three (3) years.

GM/COP, Kensington Police Protection
And Community Service District

Date

President, Kensington Community Council

Date

97

EXHIBIT A

OBJECTIVES OF KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT AND KENSINGTON COMMUNITY COUNCIL

The objectives of the Kensington Police Protection and Community Services District (KPPCSD) and the Kensington Community Council (KCC) are to furnish the citizens of Kensington with park facilities, recreation and educational programs to meet their needs. In the connection, the general responsibilities shall be as follows.

- I. KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT
 - A. To make available to KCC and Kensington residents the Kensington Park, Community Center, tennis courts, Recreation Building("Building E"), and such other recreation property as determined by the KPPCSD Board.
 - B. To maintain these facilities and grounds in a safe, usable condition.
 - C. To be responsible for inventory of property owned by KPPCSD on its grounds and facilities.
 - D. To maintain its existing policy and financial commitment to recreation and education.
 - E. To mitigate cost to the taxpayer in the operation and maintenance of the Park and its Building and recreational equipment.

(Note: all facilities and grounds maintenance by KPPCSD is based on budget and grant funds, which may vary with the amount of funds available)

- II. KENSINGTON COMMUNITY COUNCIL
 - A. To recommend, develop and implement recreational and educational programs which promote the general welfare of the community of Kensington.
 - B. The KCC Recreation Administrator will supervise all programs provided by the KCC.
 - C. To encourage volunteers from the community to work with the Recreation Administrator.

- D. To work with the KPPCSD in meeting the needs of programs for the citizens of Kensington.
- E. To maintain the interior and exterior of the Recreation Building in a good, safe and usable condition with the exception of the roof.
- F. To maintain recreation and educational supplies.
- G. Be responsible for setting up programs and hiring for all programs. The office hours of the Administrator shall be set by the KCC. The Recreation Administrator shall report regularly to the KPPCSD regarding the status of KCC programs.
- H. Report any damage, repairs or problems with the recreation facilities described in section I. item A to the General Manager of the District or to the Park and Facilities Administrator and assist and facilitate any necessary repair and maintenance.
- I. Coordinate with the Park and Facilities Administrator in scheduling events. The KPPCSD Park and Facilities Administrator shall be responsible for seeing that the facility users obtain and required insurance coverage, liquor licenses, and the like. Also, the Administrator will explain procedures and issue keys to facility users, as needed.
- J. Be responsible for inventory of KCC property and equipment on KPPCSD grounds and in KPPCSD facilities.
- K. Work with KPPCSD and KCC Boards of Directors in publicizing the available facilities and programs.
- L. Work with the KPPCSD General Manager and KCC in budget preparation and operate within the budget guidelines.
- M. KPPCSD will not be responsible for any costs related to the provision of recreational or educational programs to the community by KCC.

ANNUAL KENSINGTON COMMUNITY
COUNCIL CONTRIBUTION FROM
7/1/2016 - 6/30/2020

- For the fiscal year 2016/2017, KCC will contribute \$15,000 plus the 2016 San Francisco Bay Area Consumer Price Index, published annually to the KPPCSD to use exclusively towards the maintenance of the Kensington recreational facilities, payable in equal installments on December 15, 2016 and June 15, 2017.

NOTE: Due to significant changes in the Kensington Hilltop School schedule, affecting the operation of KASEP Kindergarten program, KCC will evaluate the operational costs of the 2016/2017 fiscal year.

- For every subsequent fiscal year, starting with 2017/2018 through fiscal year 2019/2020, KCC will contribute the compounded amount of the previous year plus the Bay Area Consumer Price Index, published annually to the KPPCSD to use exclusively towards the maintenance of the Kensington recreational facilities, payable in equal installments on December 15, and June 15.

Beyond 2020, KCC requests renegotiation of the base rate of the contribution in any future contracts and it is agreed that subsequent annual KCC contribution increases will be limited to the increase in the San Francisco Bay Area Consumer Price Index, published annually.

GM/COP, Kensington Police Protection and
Community Service District

Date

President, Kensington Community Council

Date

100