

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.

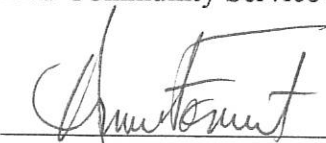
This Agreement shall commence on July 1 2016 and continue thereafter for each twelve (12)-month period unless either the KPPCSD or KCC gives written notice of intent to terminate said Agreement at least forty-five (45) days prior to the commencement of the next fiscal year. Without the notification of 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

1-19-17
Date



President, Kensington Community Council

1/23/17
Date

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.

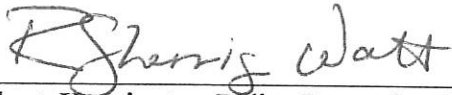
ANNUAL KENSINGTON COMMUNITY
COUNCIL CONTRIBUTION FROM
7/1/2016 - 6/30/2020

- 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.



President, Kensington Police Protection & Community
Services District

1/23/17
Date



President, Kensington Community Council

1/23/17
Date