

# KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

## AGENDA

A Regular meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held Thursday, November 12, 2009, 7:00 P.M., at the Community Center, 59 Arlington Avenue, Kensington, California.

Note: All proceedings of the Regular meeting will be tape recorded.  
Please note the new start time of 7:00 PM.

Roll Call  
Public Comments  
Board Member/Staff Comments

### APPROVAL OF CONSENT CALENDAR

- a) Minutes of the Regular Meeting October 8, 2009
- b) Profit & Loss Budget Performance Reports for October 2009
- c) Board Member Reports
- d) Correspondence
- e) Police Department Update
- f) Monthly Calendar
- g) Recreation Report
- h) General Manager Update

DISTRICT – OLD BUSINESS- None

### DISTRICT - NEW BUSINESS

1. General Manager/ Chief of Police Greg Harman will administer the Oath of Office to newly appointed Reserve Police Officers Hui, Tyler, Colon, and Lafitte.
2. Todd Hodson, representing the Kensington Community Council, will give a presentation to the Board providing information on the proposed KCC remodel of the Community Center. Following the presentation there will be Board discussion and action as to the proposed remodeling project.
3. General Manager Greg Harman will present the final HF&H Consultants Review of the Bay View Refuse & Recycling Rate Review and make a recommendation to the Board for a rate increase of .6% of garbage rates beginning January 1, 2010. Board Action.
4. Board President Chuck Toombs will present the latest lease agreement proposed by the Kensington Fire Protection District for the lease of the Public Safety Building to the Board for discussion and possible action.
5. Presentation by Brown Taylor, Special Employee to the District, of *Draft Kensington Police Protection and Community Services District Staff Report on Feasibility Study for Outsourcing Police Services by Contract with the El Cerrito Police Department* for review and discussion by Board.
6. Director John Stein will request for discussion and possible action a review of the District's projected five year financial forecast and recommendations for next steps to be taken. Board Action.
7. General Manager Greg Harman will present the Board with a California Environmental Quality Act Notice of Exemption for the park restroom prepared by Colette Meunier, AICP, for discussion and possible action.

### ADJOURNMENT

General Information  
Accessible Public Meetings

NOTE: UPON REQUEST THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT WILL PROVIDE WRITTEN AGENDA MATERIALS IN APPROPRIATE ALTERNATIVE FORMATS, OR DISABILITY-RELATED MODIFICATION OR DISABILITIES TO PARTICIPATE IN PUBLIC MEETINGS. PLEASE SEND A WRITTEN REQUEST, INCLUDING YOUR NAME, MAILING ADDRESS, PHONE NUMBER AND A BRIEF DESCRIPTION OF THE REQUESTED MATERIALS AND PREFERRED ALTERNATIVE FORMAT OR AUXILIARY AID OR SERVICE AT LEAST 10 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

DISTRICT SECRETARY STEPHANIE FRIES, COMMUNITY SERVICES DISTRICT, 217 ARLINGTON AVE., KENSINGTON, CA 94707  
POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at [www.kensingtoncalifornia.org](http://www.kensingtoncalifornia.org)  
Complete agenda packets are available at the Public Safety Building and the Library.

# CONSENT CALENDAR

- Minutes
- Profit & Loss Budget Performance
- Board Member Reports
- Correspondence
- Police Department Update
- Monthly Calendar
- Recreation Report
- General Manager Update

# KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

## Meeting Minutes for 10/08/2009

### AGENDA

A Regular meeting of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday October 08, 2009, 7:00 PM , at the Community Center, 59 Arlington Avenue, Kensington, California.

The board entered into Open Session at 7:00 PM.

### ATTENDEES

Elected Members	Guests/Presenters:	
Charles Toombs, President	Sergeant Rickey Hull	
Patricia M. McLaughlin, Vice President	Joan Gallegos	
Bill Wright, Director	Joel Koosed	
Cathie Kosel, Director	Officer Doug Wilson	
John Stein, Director	Officer Doug Medina	
	Vida Dorroh	
	Officer Juan Ramos	
	Ciara Wood	
	Jack Griffith	
Gregory E. Harman, General Manager/ Chief of Police	Linda Lipscomb	
Stephanie Fries, District Secretary	Paul Dorroh	

**ANNOUNCEMENTS:** None

### PUBLIC COMMENTS

Joan Gallegos, resident, suggested planning Earth Day events now rather than waiting until April. Joan also suggested planning Earth Day events in conjunction with John Muir's birthday, which falls around the same time, and possibly giving High School Seniors community service credit for volunteering for the events.

### BOARD COMMENTS

Vice President McLaughlin responded to Gloria Morrison's list of questions for the Board. Vice President McLaughlin's responses are as follows:

1. As regards pay increases for Officers - Negotiations with the Officers have not yet begun. We are in the process of establishing Board directed guidelines for the negotiations.

# KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT

## BOARD OF DIRECTORS

2. Individuals employed with COPS funding can be terminated. An employee has already been terminated. As of FY 09-10 the COPS account is not overdrawn.
3. The audit for 07-08 has been corrected, presented and accepted by the Board.
4. The increase in budgeted costs for medical benefits is due to the \$120,000 included for the GASB 45 retiree benefits calculation as indicated by the actuarial report.
5. The cash report that has been previously included is not a "revenue" report and comparison with revenues is 'apples' and 'oranges' according to our accountant. We have submitted a revised method for reporting to the accountant for approval and discussion at the next financial committee meeting, which she has indicated her willingness to attend.

### STAFF COMMENTS

General Manager / Chief of Police Gregory Harman indicated that Police Services Specialist Andrea Di Napoli was finally able to obtain a \$1507 refund from Terminix for services not rendered.

General Manager / Chief of Police Gregory Harman announced that KIC would be having their Town Hall Meeting on Saturday November 7, 2009 at 9:30am and encouraged all to attend.

### CONSENT CALENDAR

**MOTION: The Board moves to approve the Consent Calendar as presented**

**AYES: Wright, Toombs, McLaughlin, Kosel, Stein**

**NOES: 0**

**NEW BUSINESS #1 - General Manager/ Chief of Police Greg Harman will administer the Oath of Office to newly appointed Board Member John Stein.**

General Manager / Chief of Police Gregory Harman administered the Oath of Office to John Stein.

**NEW BUSINESS #2 - General Manager/ Chief of Police Greg Harman will administer the Oath of Office to newly appointed Police Officer Juan Ramos Jr.**

General Manager / Chief of Police Gregory Harman administered the Oath of Office to Officer Juan Ramos, Jr.

**NEW BUSINESS #3 - Chief of Police Greg Harman will present Officer Doug Medina with a Blue Commendation for his arrest of a burglary suspect.**

General Manager / Chief of Police Gregory Harman presented Officer Doug Medina with a Blue Commendation and gave a summary of the arrest.

# KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT

## BOARD OF DIRECTORS

**NEW BUSINESS #4 - General Manager Greg Harman will give a presentation updating the Board with the information requested at the last Board Meeting regarding the costs associated with having the Park Restroom installed in the Tot-Lot area, the costs of repairs to the Annex to get the building up to code compliance, and will seek Board approval/ direction for moving forward with both the park restroom project and the repairs to the Annex. Board Action.**

General Manager / Chief of Police Gregory Harman gave a summary cost comparison of placing a park restroom near the Tot Lot as opposed to the Windsor Cul de Sac, noting that placing a restroom in any location other than the Windsor Cul de Sac would result in a cost increase of \$270,000 to \$385,000. General Manager / Chief of Police Gregory Harman also noted that the Windsor Cul de Sac location was approved by the Board of Directors in 2005 in the Park Master Plan.

General Manager / Chief of Police Gregory Harman gave a summary of the Annex inspection reports and determined the estimated cost to get the Annex Building up to code compliance would be between \$15,000 and \$17,000, plus an additional \$30,000 for foundation improvements.

### **BOARD COMMENTS**

The Board discussed the convenience of having a restroom closer to the Tot Lot, but acknowledged that it would be far too expensive. The Board also addressed concerns brought up by Windsor residents about the restroom being unsightly and discussed suggestions that might accommodate their concerns.

### **PUBLIC COMMENTS**

Ciara Wood, resident, commented that she is a former KPPCSD Board member and worked with Jack Griffith on the Park Master Plan, noting that getting someone in a wheelchair up the slope in the park is simply not possible.

Vida Dorroh, resident, commented that other parks intentionally place their restrooms a good distance away from play areas to discourage young persons from using the restrooms as a "second playground".

Ciara Wood, resident, asked the Board if they will officially declare that the restroom will be placed in the Windsor Cul de Sac location, ending further discussion on the matter.

Jack Griffith commented that resident Gretchen Gillfillan inquired about changing tables in the restroom, and that this would be difficult as it would require a custom design and can be problematic for sanitary reasons.

**MOTION: The Board moves to authorize General Manager / Chief of Police Gregory Harman to go forward with the Board's prior decision and move forward on the restroom project as proposed.**

**AYES: Wright, Toombs, McLaughlin, Kosel, Stein**

**NOES: 0**

# KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT

## BOARD OF DIRECTORS

General Manager / Chief of Police Gregory Harman suggested possibly holding off on the foundation work on the Annex building, bringing repairs costs down to approximately \$15,000. General Manager / Chief of Police Gregory Harman also proposes to complete the necessary repairs to the Annex building and then anonymously contact the building inspector to report a code violation to ensure there are no additional repairs needed to bring the building up to code.

### BOARD COMMENTS

Director Wright commented that General Manager / Chief of Police Gregory will need direction as to what the Board's vision for the Annex Building is.

**MOTION: The Board moves to task General Manager / Chief of Police Gregory Harman with finding the necessary professionals to get a work up of what repairs the Annex Building requires to bring it up to code.**

**AYES: Wright, Toombs, McLaughlin, Kosel, Stein**

**NOES: 0**

General Manager / Chief of Police Gregory Harman will draft a letter to be reviewed by our attorneys informing the Sautmans that the Annex Building will not be made available to them for their proposed childcare center.

**NEW BUSINESS #5 - Discussion for possible adoption Resolution 09-10, a Resolution approving the form of and authorizing the execution and delivery of a purchase and sale agreement and related documents with respect to the sale of the seller's Proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith. Board Action.**

General Manager / Chief of Police Gregory Harman gave a summary of the proposed resolution.

**MOTION: The Board moves to adopt Resolution 09-10.**

**AYES: Wright, Toombs, McLaughlin, Kosel, Stein**

**NOES: 0**

**NEW BUSINESS #6 - Discussion for possible adoption an Initiative Ordinance intended to ensure that no action can be taken to disband or eliminate the District's independent police department, or to subcontract, assign or delegate the District's police protection and law enforcement responsibilities, without prior voter approval. Board Action.**

### BOARD COMMENTS

Director Stein gave a summary of the Initiative Ordinance, noting that the Board can either accept the initiative as-is or make a decision within the next ten days to hold a Special Election. The Board discussed the proposed initiative.

**KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS**

**PUBLIC COMMENTS**

Paul Dorroh, resident, commented that he is responsible for the language of the Initiative Ordinance and noted that the intent was not to tie the Board's hands. He also commented that the Board has nearly 1,000 more voters who are now aware of the District's financial situation.

Kathy Stein, resident, commented that this has been an educational process and the Board now has a more informed electorate.

**MOTION: The Board moves to adopt the proposed Initiative statement.**

**AYES: Wright, Toombs, McLaughlin, Stein**

**NOES: Kosel**

**NEW BUSINESS #7 - General Manager/ Chief of Police Greg Harman will request the Board consider a request by Mike Long, Troop 100 Scoutmaster, to allow the Chief of Police to apply for the position of Troop 100's Charter Organization Representative. Board Action.**

General Manager / Chief of Police Gregory Harman summarized the application process, noting that he would feel more comfortable having approval from the Board prior to proceeding.

**BOARD COMMENTS**

The Board commented that we have been supporting the Boy Scouts actively and that they participated in many projects involving the park.

**PUBLIC COMMENTS**

Linda Lipscomb, resident, noted that KIC has actively supported the Boy Scouts and expressed concern over the fact that General Manager / Chief of Police Gregory Harman is called upon for numerous projects and is possibly being spread too thin.

**MOTION: The Board moves to allow General Manager / Chief of Police Gregory Harman to apply for Troop 100's Charter Organization Representative position.**

**AYES: Wright, Toombs, McLaughlin, Kosel, Stein**

**NOES: 0**

**MOTION: President Toombs moves to adjourn the meeting at 9:20pm.**

**AYES: Wright, Toombs, McLaughlin, Kosel, Stein**

**NOES: 0**

# Memorandum

Kensington Police Department



**To:** KPPCSD Board of Directors

APPROVED YES NO

**From:** Gregory E. Harman, General Manager/Chief of Police

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**Date:** Friday, November 06, 2009

FORWARDED TO:  
\_\_\_\_\_

**Subject:** October 2009 Profit & Loss Variance Report

The following are the most significant budget variances for the month:

	Oct	Budgeted	Jul-Oct	YTD Budgeted
502 Salary-Officers	\$67,524	\$77,078	\$261,698	\$308,313

We continue to save on officer salaries as we maintain 9 sworn officers.

506 Overtime	\$6,818	\$2,500	\$27,621	\$10,000
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We continue to have an increase in overtime due to the 12 hour shifts and the need to pay overtime to cover for officers out sick, at training, or on vacation. However, the savings we have incurred as a result of not hiring to our authorized strength of 10 sworn officers has more than covered this increase in overtime.

521A Medical	\$4,057	\$10,189	\$30,029	\$40,756
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There continues to be apparent cost savings each month however this is due to the fact that we have not expensed our GASB 45 costs as of yet.

527 PERS	\$18,952	\$24,100	\$81,694	\$96,403
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We continue to save on PERS expenses due to maintaining staff at 9 officers.



572 Recruiting	\$2,443	\$637	\$4,438	\$2,550
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The costs of backgrounds, medicals, and psychological exams in our attempt to bring 4 reserve officers on at the same time are reflected in the higher than average expense for the month.

830 Legal	\$9,755	\$4,166	\$24,831	\$16,666
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As we complete the final payments for legal fees related to personnel issues over the summer and the fees associated with the replacement of a board member, we should come within the yearly projected budgeted expense of \$50,000.

835 Consulting			\$14,873	\$10,000
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Brown Taylor's fees have gone over the amount budgeted for his services.

865 Police Building			\$1,535	\$14,270
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We have not expensed this account for the lease due to contract not finalized at this time.

Greg Harman  
General Manager

**KPPCSD**  
**Profit & Loss Budget Performance**  
 October 2009

	Oct 09	Budget	Jul - Oct 09	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>400 · Police Activities Revenue</b>					
401 · Levy Tax	47,365.12	0.00	1,224,774.34	1,267,315.09	1,279,315.09
402 · Special Tax-Police	0.00	680,340.00	0.00	680,340.00	680,340.00
410 · Police Fees/Service Charges	470.00	250.00	865.00	1,000.00	3,000.00
415 · Grants-Police	0.00		39,575.20		
416 · Interest-Police	0.00	4,500.00	0.00	4,500.00	18,000.00
418 · Misc Police Income	1,321.46	1,000.00	4,587.86	4,000.00	12,000.00
<b>Total 400 · Police Activities Revenue</b>	<b>49,156.58</b>	<b>686,090.00</b>	<b>1,269,802.40</b>	<b>1,957,155.09</b>	<b>1,992,655.09</b>
<b>420 · Park/Rec Activities Revenue</b>					
424 · Special Tax-L&L	0.00	29,000.00	0.00	29,000.00	29,000.00
426 · Park Donations	100.00		100.00		1,000.00
427 · Community Center Revenue	5,539.00	1,250.00	6,839.00	5,000.00	15,000.00
428 · Building E Revenue	0.00		6,000.00		
436 · Interest-Park/Rec	0.00	175.00	0.00	175.00	700.00
438 · Misc Park/Rec Rev	228.00		395.00		
<b>Total 420 · Park/Rec Activities Revenue</b>	<b>5,867.00</b>	<b>30,425.00</b>	<b>13,334.00</b>	<b>34,175.00</b>	<b>45,700.00</b>
<b>440 · District Activities Revenue</b>					
448 · Franchise Fees	0.00		0.00	7,000.00	21,000.00
456 · Interest-District	0.00	625.00	0.00	625.00	2,500.00
458 · Misc District Revenue	1,567.00		1,567.00		
<b>Total 440 · District Activities Revenue</b>	<b>1,567.00</b>	<b>625.00</b>	<b>1,567.00</b>	<b>7,625.00</b>	<b>23,500.00</b>
<b>Total Income</b>	<b>56,590.58</b>	<b>717,140.00</b>	<b>1,284,703.40</b>	<b>1,998,955.09</b>	<b>2,061,855.09</b>
<b>Expense</b>					
<b>500 · Police Sal &amp; Ben</b>					
502 · Salary - Officers	67,524.98	77,078.33	261,698.02	308,313.32	924,940.00
504 · Compensated Absences	0.00		17,988.36	10,000.00	10,000.00
506 · Overtime	6,818.03	2,500.00	27,621.91	10,000.00	30,000.00
508 · Salary - Non-Sworn	2,962.50	2,437.50	11,756.75	9,750.00	29,250.00
516 · Uniform Allowance	533.28	666.67	2,233.11	2,666.68	8,000.00
518 · Safety Equipment	0.00	208.33	1,250.00	833.32	2,500.00
521-A · Medical/Vision/Dental-Active	4,057.80	10,189.08	30,029.69	40,756.32	242,269.00
521-R · Medical/Vision/Dental-Retired	0.00	9,500.00	28,745.12	38,000.00	114,000.00
522 · Insurance - Police	416.79	1,016.67	6,408.38	4,066.68	12,200.00
523 · Social Security/Medicare	1,179.16	1,249.17	5,069.77	4,996.68	14,990.00
524 · Social Security - District	411.14	325.66	1,591.93	1,302.64	3,908.00
527 · PERS - District Portion	18,952.44	24,100.91	81,694.32	96,403.64	289,211.00
528 · PERS - Officers Portion	6,674.18	6,997.08	25,986.94	27,988.32	83,965.00
530 · Workers Comp	0.00		36,846.39	36,279.00	46,279.00
<b>Total 500 · Police Sal &amp; Ben</b>	<b>109,530.30</b>	<b>136,269.40</b>	<b>538,920.69</b>	<b>591,356.60</b>	<b>1,811,512.00</b>
<b>550 · Other Police Expenses</b>					
552 · Expendable Police Supplies	98.11	166.66	908.49	666.64	2,000.00

**KPPCSD**  
**Profit & Loss Budget Performance**  
 October 2009

	Oct 09	Budget	Jul - Oct 09	YTD Budget	Annual Budget
553 · Range/Ammunition Supplies	0.00	2,000.00	906.78	2,000.00	2,000.00
562 · Vehicle Operation	2,332.15	3,000.00	12,612.42	12,000.00	36,000.00
564 · Communications (RPD)	0.00	9,380.00	43,801.61	37,520.00	112,560.00
566 · Radio Maintenance	0.00	366.67	0.00	1,466.68	4,400.00
568 · Prisoner/Case Exp./Booking	20.00	416.66	629.17	1,666.64	5,000.00
570 · Training	1,457.39	1,000.00	3,219.37	4,000.00	12,000.00
572 · Recruiting	2,443.84	637.50	4,438.29	2,550.00	7,650.00
574 · Reserve Officers	324.01	166.67	2,194.01	666.68	2,000.00
576 · Misc. Meals & Travel	0.00	250.00	650.00	1,000.00	3,000.00
580 · Utilities - Police	917.03	666.66	3,067.14	2,666.64	8,000.00
581 · Bldg Repairs/Maint.	0.00	166.66	123.51	666.64	2,000.00
582 · Expendable Office Supplies	185.52	500.00	4,805.75	2,000.00	6,000.00
588 · Telephone(+Rich. Line)	788.94	920.67	3,391.81	3,682.68	11,048.00
590 · Housekeeping	0.00	416.67	2,208.28	1,666.68	5,000.00
592 · Publications	813.97	250.00	879.64	1,000.00	3,000.00
594 · Community Policing	481.37	416.67	1,520.22	1,666.68	5,000.00
596 · WEST-NET/CAL I.D.	4,471.00	4,472.00	12,471.00	12,472.00	12,472.00
598 · COPS Special Fund	3,155.81	2,622.50	11,114.81	10,490.00	31,470.00
<b>Total 550 · Other Police Expenses</b>	<b>17,489.14</b>	<b>27,815.99</b>	<b>108,942.30</b>	<b>99,847.96</b>	<b>270,600.00</b>
<b>600 · Park/Rec Sal &amp; Ben</b>					
601 · Park & Rec Administrator	987.50	812.50	3,919.75	3,250.00	9,750.00
602 · Custodian	1,750.00	1,895.83	7,000.00	7,583.32	22,750.00
623 · Social Security/Medicare - Dist	0.00	62.17	0.00	248.68	746.00
<b>Total 600 · Park/Rec Sal &amp; Ben</b>	<b>2,737.50</b>	<b>2,770.50</b>	<b>10,919.75</b>	<b>11,082.00</b>	<b>33,246.00</b>
<b>635 · Park/Recreation Expenses</b>					
<b>640 · Community Center Expenses</b>					
642 · Utilities-Community Center	0.00	333.33	0.00	1,333.32	4,000.00
643 · Janitorial Supplies	0.00		0.00		1,500.00
646 · Community Center Repairs	0.00	200.00	0.00	400.00	1,000.00
<b>Total 640 · Community Center Expen</b>	<b>0.00</b>	<b>533.33</b>	<b>0.00</b>	<b>1,733.32</b>	<b>6,500.00</b>
<b>650 · Building E Expenses</b>					
658 · Bldg E Misc	-13.22		-13.22		
<b>Total 650 · Building E Expenses</b>	<b>-13.22</b>		<b>-13.22</b>		
<b>660 · Annex Expenses</b>					
662 · Utilities - Annex	143.62	41.66	492.50	166.64	500.00
<b>Total 660 · Annex Expenses</b>	<b>143.62</b>	<b>41.66</b>	<b>492.50</b>	<b>166.64</b>	<b>500.00</b>
<b>672 · Kensington Park O&amp;M</b>	<b>2,911.41</b>	<b>4,400.00</b>	<b>16,476.39</b>	<b>17,600.00</b>	<b>52,800.00</b>
<b>678 · Misc Park/Rec Expense</b>	<b>2,581.25</b>		<b>2,581.25</b>	<b>500.00</b>	<b>2,000.00</b>
<b>Total 635 · Park/Recreation Expenses</b>	<b>5,623.06</b>	<b>4,974.99</b>	<b>19,536.92</b>	<b>19,999.96</b>	<b>61,800.00</b>
<b>800 · District Expenses</b>					
810 · Computer Maintenance	0.00	1,266.67	11,387.00	12,766.67	22,900.00

**KPPCSD**  
**Profit & Loss Budget Performance**  
 October 2009

	Oct 09	Budget	Jul - Oct 09	YTD Budget	Annual Budget
820 · Cannon Copier Contract	4,365.82	458.33	1,761.60	1,833.32	5,500.00
830 · Legal (District/Personnel)	9,755.25	4,166.67	24,831.65	16,666.68	50,000.00
835 · Consultanting	0.00	833.33	14,873.00	3,333.32	10,000.00
840 · Accounting	0.00	1,144.45	5,490.00	4,577.77	21,800.00
850 · Insurance	0.00		0.00	30,000.00	30,000.00
860 · Election	0.00		0.00		8,000.00
865 · Police Bldg. Lease	0.00	3,567.67	1,535.68	14,270.68	42,812.00
870 · County Expenditures	333.05	5,000.00	4,086.84	5,000.00	18,600.00
890 · Waste/Recycle	8,898.68	7,500.00	32,176.93	27,500.00	30,000.00
898 · Misc. Expenses/Lobbyist	1,039.50	779.17	1,315.58	3,116.68	9,350.00
<b>Total 800 · District Expenses</b>	<b>24,392.30</b>	<b>24,716.29</b>	<b>97,458.28</b>	<b>119,065.12</b>	<b>248,962.00</b>
997 · Payroll Expenses	0.00		3.26		
<b>Total Expense</b>	<b>159,772.30</b>	<b>196,547.17</b>	<b>775,781.20</b>	<b>841,351.64</b>	<b>2,426,120.00</b>
<b>Net Ordinary Income</b>	<b>-103,181.72</b>	<b>520,592.83</b>	<b>508,922.20</b>	<b>1,157,603.45</b>	<b>-364,264.91</b>
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
700 · Bond Issue Expenses					
710 · Bond Admin.	0.00		-53.22		
720 · Bond Principal	0.00		101,987.21		
730 · Bond Interest	0.00		32,331.87		
<b>Total 700 · Bond Issue Expenses</b>	<b>0.00</b>		<b>134,265.86</b>		
<b>Total Other Expense</b>	<b>0.00</b>		<b>134,265.86</b>		
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>-134,265.86</b>	<b>0.00</b>	<b>0.00</b>
	<b>-103,181.72</b>	<b>520,592.83</b>	<b>374,656.34</b>	<b>1,157,603.45</b>	<b>-364,264.91</b>

Oct 3, 2009

Dear Chief and Mrs Greg Harmon,

I am writing to apologize for my outburst on National Night Out on August 4th. I had just begun speaking to you about a concern I had had when you suddenly got up to leave. Perhaps you did not even realize I was speaking since you had so many places to go that evening.

I am sorry I caused undue concern.

I am happy to speak with you further if you would like

Sincerely

Winston Lee  
Kensington, CA  
94708

510

October 13, 2009

Sergeant Hull  
Kensington Police Department  
217 Arlington Avenue  
Kensington, CA 94708

Dear Sergeant Hull,

I am writing this letter to express my deep gratitude to your Department, in particular to Officer Martinez and Officer Barrow.

As you know, a few months ago I experienced a burglary at my home and Officer Martinez was on duty and took the call. Prior to the burglary, Officer Martinez had come to my home to advise me of other burglaries at homes with construction projects like mine. I acknowledged his warning by expanding my burglary alarm system and informing my contractor to be extra cautious in keeping the home properly secure. Nonetheless, the "bad guys" persisted and found a way in.

On the day of the burglary, Officer Martinez reached out to me in a very professional manner. He examined the site extensively both inside and outside my home. Through his diligence and questions of me and my contractor, he was able to quickly get some fingerprints and found other clues which guided him to a key discovery about the break-in and the suspect on the very same day.

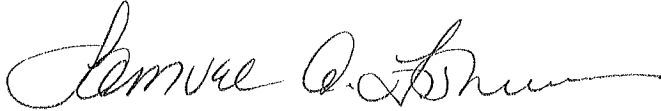
Officer Martinez was in touch with me several times during the investigation and kept me up to date. Subsequently, I was contacted by Officer Barrow who has been a consummate professional throughout. He too has met with me several times after apprehending the burglar and was actually able to recover some of my stolen items. Officer Barrow has been extremely thorough in his investigation, and the level of personal concern he has displayed is exceptional and has helped ease my concerns during this ordeal.

Sergeant Hull  
Kensington Police Department  
Page 2

The communications of both of these Officers has been both comprehensive and kind every step of the way. I commend them highly and want to have their level of professionalism brought to your attention. I firmly believe that the Officers of the Kensington Police Department truly care about the welfare of the citizens of our Kensington community.

Again, Sergeant Hull, I want to take this opportunity to thank you and your Department, and especially Officer Martinez and Officer Barrow. I am very fortunate to be living in Kensington with the knowledge of having such an outstanding Police Department.

Sincerely,

A handwritten signature in cursive script, appearing to read "Samuel A. Fishman".

Samuel A. Fishman

Kensington, CA 94708

cc: Kensington Police Chief  
Greg Harman

CHIEF HARMAN -

Thank you for attending the Diablo Valley College Police Department Open House. We appreciate you sharing this special event with us and for your endless support. The turn out was great!

A handwritten signature in cursive script, appearing to read "Chief E. Harman". The signature is fluid and stylized, with large loops and a clear, legible name.



# October 2009 Police Department Report

November 5, 2009

- Department Personnel
  - Officer Ramos is currently in Phase III of the Field Training Program with Officer Stegman and is expected to be on solo duty in December.

We are also completing the background process with four reserve officer candidates. The four candidates will be sworn in at the November Board meeting.

We are currently staffed at 9 sworn positions and are continuing our recruitment of both officer and reserve officer candidates.
- Commendations and Correspondence
  - Chief Harman and Yolla Harman received an apology letter from a resident for her behavior on National Night Out.
  - Sergeant Hull received a letter of appreciation from Samuel Fishman for the investigation conducted by Detective Barrow and Officer Martinez.
  - Chief Harman received a thank you note from Chief Charles Gibson of the College District Police Department for attending the open house held at DVC.
- Investigation of Alleged Misconduct
  - Department Investigation #09-04 was initiated in April on an allegation that an officer was absent without leave for a period of seven days. This investigation has been completed and is under review.
  - Department Investigation #09-05 was initiated on August 20<sup>th</sup> on an allegation that an officer displayed an inappropriate screen saver on a department computer. The investigation has been completed and is under review.

- 9-1-1 / Richmond Communication Center Information.

- The Ring Time Report for July shows that of the 37 total "911" calls received, 3 had a ring time of over 20 seconds.

The first occurred on 07-04-09 at 9:40 PM with a ring time of 40 seconds. This was a fireworks call.

The second occurred on 07-05-09 at 6:48 AM with a ring time of 44 seconds. This was a report of an auto burglary that occurred in Tilden Park.

The third occurred on 07-10-09 at 2:44 PM with a ring time of 44 seconds. This was a report of theft of gas.

The Ring Time Report for August was not received and will be requested for next month.

The Ring Time Report for September shows 41 "911" calls received with a total of 6 having ring times of over 20 seconds. Of the 6, only 1 had a ring time over 40 seconds that occurred on 09-02-09 at 11:40 AM and was a fire department call for service.

- Communication Center Service Complaints

- No complaints received this month however, ***this is a good time to remind everyone that for police non-emergencies, you need to contact the dispatch center at "236-0474" and not the KPPCSD business line of 526-4141.*** The KPPCSD business line is only monitored 6 hours a day during the week and should not be used to report police matters.

- Community Networking

- On 10-1-09, Chief Harman attended the Contra Costa County Earthquake Response Plan meeting held in Martinez.

Chief Harman then attended the open house for the new Contra Costa College District Police Department at DVC.

- On 10-7-09, Sergeant Khan, Detective Barrow, Officer Stegman, and Officer Wilson all participated in the Kensington Hilltop School "Walk to School Day".

Chief Harman attended the Contra Costa County Hazard Mitigation

mandatory workshop in Concord on the preparation of the plan.

Following the workshop, Chief Harman attended the LAFCO Committee meeting in Martinez.

- On 10-12-09, the sixth Kensington Public Safety Council meeting was held at the Community Center at 6:30 PM attended by Officer Wilson.

The Kensington Public Safety Council will expand upon the issues of police services to include those of emergency preparedness and other public safety issues affecting the community. It is hoped that by meeting in the evenings, we will be able to increase community participation and feedback on those issues concerning Kensington.

The next meeting is scheduled for Monday, November 9<sup>th</sup>, at 6:30 PM at the Community Center, Room 3.

- On 10-13-09, Chief Harman attended the Dad's Club meeting at the Hilltop School. He then went to the Community Center to attend the Boy Scout meeting being held there.
- On 10-18-09, Chief Harman and family, Sergeant Khan, and Officer Wilson participated in the KCC Fall Parade.
- On 10-19-09, Chief Harman attended the Contra Costa County CSDA meeting in Pleasant Hill.
- On 10-20-09, Detective Barrow participated in the Richmond PD Truancy Sweeps.
- Between 10-26-09 and 10-29-09, Chief Harman attended the POST certified Contra Costa County Police Chief's Association Workshop held in Bodega Bay.
- On 10-30-09, Chief Harman attended the CSDA Membership Committee meeting held in the morning in Sacramento. He then attended the CSDA Education Committee meeting in the afternoon.
- On Halloween, Chief Harman, Sergeant Hull, Officers Medina and Wilson, and Reserve Officer Borgfeldt all were on extra patrol for the Halloween festivities.

- Community Criminal Activity
  - This section of the report has been prepared by the Watch Commanders reporting on their areas of responsibility.
- Watch Commander Reports
- **Sergeant Khan Team 1**

**SIGNIFICANT CASES/ EVENTS:**

- 09-4084 On 10/5/09 at 2108 hrs. I re-registered a sex offender for his annual registration.
- 09-4601 On 10/6/09 at 1640 hrs. I was assigned a residential burglary investigation on Purdue Ave. The back door to the garage had been forced open.
- 09-4704 On 10/13/09 at 0811 hrs. Officer Wilson took a burglary report from a contractor who was remodeling a home on Anson Way. Tools were stolen.
- 09-4715 On 10/13/09 at 1725 hrs. Officer Stegman took a residential burglary report from a resident on Highland Blvd.
- 09-4793 On 10/19/09 at 0420 hrs. Officer Ramos took graffiti report at the Kensington Hilltop School.
- 09-4796 On 10/20/09 at 0837 hrs. Officer Wilson took a non-injury accident report at Arlington Ave. and Wellesley Ave. It was a solo vehicle accident. The driver had a suspended license, had no insurance, no proper registration, and a poorly maintained vehicle (brakes failed).

**BRIEFING/ TRAINING:**

Officer Stegman conducted firearms training for Officer Wilson. Officer Ramos is in field training with Officer Stegman.

**SERGEANT'S SUMMARY:**

This time of year, with the holidays approaching, we normally think of Christmas shopping. The criminal community is also thinking about Christmas shopping. The difference is that they don't shop, they steal and Kensington is one of their "stores." With that in mind, now is time to be more vigilant. Lock your cars and home, use alarms, and other security devices. Don't leave valuables visible in your car. Most important of all, call the police immediately when you see a crime or someone or something suspicious.

**TEAM STATISTICS:**

<b>Officer</b>	<b><u>Wilson</u></b>	<b><u>Stegman/ Ramos</u></b>
Days Worked	14	14
Traffic Stops (no cite)	12	21
Moving Citations	6	13
Parking Citations	29	6
Vacation/ Security Checks	38	39
Field Interviews (FI's)	0	19
Cases	1	5
Self Initiated Cases	0	2
Arrests	0	0
Calls for Service	37	37

•• **Sergeant Hull Team 2**

**TEAM STATISTICS**

<b>Officer:</b>	<b>Martinez (K31) (0600-1800)</b>	<b>Medina (K35) (1800-0600)</b>
Days Worked	12.5	14
Traffic Stops	23	22
Moving Citations	6	10
Parking Citations	11	8
Vacation/Security Checks	7	80
FI-Field Interview	5	0
Cases	1	0
Self Initiated Cases	0	0
Arrests	0	0
Calls for Service	51	21

- KPD Officers covered ECPD on four occasions. ECPD dealt with a man with a gun call in the El Cerrito Plaza so KPD was requested to assist with perimeter and taking ECPD calls for service. KPD responded to a 911 hang-up on Richmond Ave., an alarm on Arlington Ave., and an unwanted guest at the Melodee Bar.
- On 10-29-2009, KPD Officers assisted ECPD search for a missing juvenile at risk. KPD was assigned to respond to calls for service for ECPD.
- Officer Martinez completed phase I of the FTO program with Officer Ramos on 10-16-2009.

## SIGNIFICANT EVENTS:

2009-4523 – On 10-2-2009, at approximately 1558 hours, Officer Medina responded to a non-injury accident in the 300 block of Arlington Avenue. Involved parties information was exchanged and a CHP555 form completed.

2009-4532 – On 10-3-2009, at approximately 1431 hours, Sgt. Hull, Officer Martinez, and Officer Ramos responded to 300 El Cerrito Plaza to assist with a man with a gun call. Suspect was arrested by ECPD.

2009-4533 – On 10-3-2009, at approximately 1506 hours, Officers Martinez and Ramos responded to the 1300 block of Arlington Ave. to a residential burglary alarm for ECPD.

2009-4534 – On 10-3-2009, at approximately 1552 hours, Officers Martinez and Ramos responded to a suspicious event in the 100 block of Highland Boulevard. Officers located a white swastika spray painted in the gutter on the east side of the roadway. There was no evidence of a hate crime associated with this incident.

2009-4663 – On 10-10-2009, at approximately 1931 hours, Sgt. Hull and Officer Medina responded to the Melodee Bar for an unwanted guest per request of ECPD who was busy investigating a robbery. A suspect was located and contacted. The suspect was not wanted so he was released from the scene to continue his journey home.

2009-4961 – On 10-30-2009, at approximately 1950 hours, Sgt. Hull responded to a report of auto burglary in the 200 block of Colusa Avenue. An El Cerrito resident reported her vehicle was broken into and the in-dash stereo and other items were stolen.

2009-4975 – On 10-31-2009, at approximately 1228 hours, Officer Martinez responded to a report of grand theft at the 00 block of Norwood Avenue. A resident reported a theft of a Cannondale mountain bike from a bike rack attached to the rear of her vehicle.

## BRIEFING/TRAINING:

- KPD Policy 510 – Vehicle Towing Policy.
- Jones & Mayer Client Memo for Towing Vehicles per Community Caretaker Doctrine.
- KPD Policy 338 – Hate Crimes.
- Reviewed and handed out DOJ “Help for Victims of Hate Crimes” booklet.
- KPD Policy 336 – Victim Witness Assistance Program.

- Reviewed and handed out DOJ "Restitution for Victims" booklet.
- KPD Policy 334 – Amber Alerts.
- Reviewed DOJ gun release application.
- KPD Policy 332 – Missing Person Reporting.
- Reviewed case law Sanchez vs. Canales (Parole and Probation searches).
- Reviewed and handed out the Fifth Amendment of the U.S. Constitution.
- KPD Policy 330 – Child Abuse Reporting.
- KPD Policy 328 – Discriminatory Harassment.
- Pat Searches from Fall 2008 Point of View.
- KPD Policy 326 - Elder Abuse.

#### SERGEANT'S SUMMARY:

- An internal complaint was made due to an inappropriate computer screen saver.
- Officer Martinez received his Intermediate Certificate from the Commission on Peace Officer Standards and Training (8-31-2009).
- Attended the emergency response training seminar held by the Alameda County Urban Shield exercise.
- Holiday season is fast approaching. Theft of mail normally increases around this time. Please be mindful of your neighbor's property with emphasis on mail boxes and packages dropped off on porches. The criminal mind knows gifts will be delivered and find this as an opportunity to steal valuable items. Sometimes to be re-distributed as gifts they could not afford themselves.
- Don't forget to shred all documents that may contain information that will help identity thieves affect your credit. Shred all documents with social security numbers (do not give your SSN over the phone), shred documents with your Ca. driver's license number, date of birth, passport numbers. Identity thieves will continue to commit this crime but let's not make it easy for them.
- By mindful of daytime soliciting and who is knocking on doors in your neighborhood. If the solicitors are handing out a "Watch Tower" booklet, I don't think there is cause for concern of criminal activity afoot.

#### •• **Detective Keith Barrow**

#### KPD INVESTIGATIONS INFORMATION:

2008-5203 Elder Abuse.

**The victim does not wish prosecution. Case closed.**

2009-3190 Residential Burglary.

On 07-16-09, the Oakland Police Department, "PAC Team" made up of California State Parole Agents, Oakland Police Officers, and Alameda County

Sheriff's Deputy Parole Agents and, I conduct a parole search in the City of Oakland. The search yielded property belonging to multiple victims throughout the bay area. One suspect was taken into custody for several felonies including, theft, burglary, narcotic, and gun charges. To date we have been able to identify 7 victims from the cities of Kensington, Berkeley, Piedmont, and Oakland. **This case is being sent to the Richmond District Attorney for review.**

2009-3610 / 2009-3975 Vandalism, and Annoying phone calls.  
This case is under investigation and should be finished and filed with the Richmond District Attorney within the month of November.

2009-3782 Possession of a controlled substance, possession of stolen property, Forgery, and numerous other offences.  
**This case is being sent to the Richmond District Attorney for review.**

2009-4008 Robbery, Firearm.  
Unknown suspect(s) attempted to rob a woman walking south bound 320 Arlington Avenue with a firearm. The woman did not have any money and the suspect(s) walked south bound Arlington Avenue. If you have any information to aid in the apprehension of the suspect(s) please call Detective Barrow at 510-526-4141 ex. 26 Case open and under investigation.

2009-4234 Residential Burglary.  
One suspect was arrested at the scene and we were able to identify a second suspect in this case. We recovered one hand gun in this case and the victim suffered no losses. **This case has been sent to the Richmond District Attorney for review.**

#### KPD INVESTIGATIONS

- Attended a week long FTO, Field Training Officer, course in San Jose.
- Conducted Truancy Sweeps with Richmond Police Department and other west Contra Costa County Police Agencies.
- Made several court runs for filling cases, and citation drop off.
- Facilitated the repair of 11 patrol radios.
- Updated the KPD residential burglary log.
- Contra Costa County Mobile Field Force.

#### WEST-NET ASSIGNMENT:

I am currently assigned to the West Contra Costa County Narcotic Enforcement Team (West-NET) one day per week.

While on this assignment I work with other West Contra Costa County law enforcement officers and agencies. I participate and aid in the service of search warrants, surveillance and on going narcotics investigations.



This month West-NET Agents and I have served several search warrants and surveillance on narcotic investigations.

#### INVESTIGATORS SUMMARY:

In the month of October the District of Kensington saw a decline in over all crime and vehicle accidents. The District of Kensington sustained 4 non-injury vehicle accidents down from 6, 4 Residential Burglaries, 1 Auto Burglary and 2 Thefts from unlocked vehicles. We saw a rise in theft, petty thefts (2) and grand theft (1).

If you have any information that may aid in the apprehension or identification of the suspect(s) involved in any of these crimes, please contact Detective Keith Barrow at 510-526-4141, ext. 26.

**Please be aware if you witness criminal activity to call 911 or contact KPD immediately.**

#### •• Chief Harman

I think the month of October provides the perfect example of the type of work the Kensington Police Department is involved in and our dedication to community service.

What is not reflected in the Monthly Report are those examples of our pro-active approach to law enforcement, followed by the type of services we provide to the community that is unique to Kensington.

At the end of October, during the middle of the night, Officers Stegman and Ramos were on patrol in the Colusa Circle area and noticed a vehicle driving towards them from Berkeley. Once the driver and his occupants spotted the patrol vehicle, they turned around in an attempt to avoid the officers. The officers took a pro-active approach to this suspicious activity and after identifying a traffic violation, conducted a traffic stop of the vehicle. The driver and his two passengers were found to be confirmed gang members, currently on probation for burglary, and found to be in possession of flashlights and screwdrivers.

After indentifying all of the parties in the vehicle, the driver was cited for the traffic violation and all were released. The officers passed this information along to Detective Barrow, who after contacting the probation officers for the three, later conducted a probation searches on the individuals along with Officer Stegman and Ramos, making an arrest for weapons violations.

The day before the probation search, Officer Wilson received a call at the station from the neighbor of a lady who was babysitting a toddler and was locked out of their residence. The family could not be reached and they were not participants in our Key Program. Officer Wilson responded to the residence, removed a window screen and opened the window to gain entrance to the residence. Once the babysitter and toddler were safe inside, he received a call from the family that was still at work in San Francisco, thanking him for his assistance and stating that, "They were glad to live in Kensington!" The family also signed up to be part of the Key Program.

This is the type of pro-active police work and community service we are committed to providing the community and what makes me proud to be a part of this organization.

# November 2009

November 2009

December 2009

S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	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						29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Nov 1</b>	<b>2</b> 7:00pm Pack 82; CC 7:30pm KCC, CC3	<b>3</b> 7:00pm Troop 100; C	<b>4</b>	<b>5</b> 7:30pm EBC, CC3	<b>6</b>	<b>7</b> 9:30am Town Hall Mt
<b>8</b> 7:00am ECHS Pancak 3:00pm Daisy Trip 32;	<b>9</b> 7:00pm KARO, CC3 7:00pm Pack 82; CC	<b>10</b> 7:00pm Troop 100; C	<b>11</b>	<b>12</b> 6:00pm GPFF CCM, CI 7:00pm KPPCSD, CC3	<b>13</b>	<b>14</b> 6:00pm CC Rental; C
<b>15</b> 6:00pm CC Rental; CI	<b>16</b> 7:00pm Pack 82; CC	<b>17</b> 7:00pm Troop 100; C	<b>18</b> 7:30pm KFD Meeting	<b>19</b> 7:30pm EBC; CC3	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b> 7:00pm Pack 82; CC	<b>24</b> 7:00pm Troop 100; C 7:30pm KMAC, CC3	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b> 6:30pm CC Rental; CI
<b>29</b>	<b>30</b> 7:00pm Pack 82; CC	<b>Dec 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

Nov 1 - 7

Nov 8 - 14

Nov 15 - 21

Nov 22 - 28

Nov 29 - Dec 5

Office Report prepared by Esther Hill, Administrator  
Kensington Community Council Board Meeting  
November 2, 2009

**KASEP:**

We're at the midpoint of the fall KASEP session. Classes continue up until the winter break, and we register students for winter classes on Wednesday, December 9. This year we plan on celebrating the winter holidays with performances and exhibitions by the KASEP classes on Friday, December 11, at 7 pm.

This year, as in the past, KASEP is supporting the fundraising efforts of the Kensington Education Foundation Garden Party by auctioning the first slot for both winter and spring registration. Winners may register first and also receive one free class for their child. The Garden Party is Saturday, November 7.

**KCC Classes and Events:**

Ernie Adams begins a new series of Pilates classes on Wednesday, Nov. 4. We're hoping to add an additional Pilates class on Tuesday nights starting in January.

**Administrative:**

After the last KCC board meeting, Tony Lloyd sent me the document policy for the National Association of Veterans' Research and Education Foundation, and I also requested information from the city of El Cerrito Recreation Department and the Albany YMCA. I reviewed this material and updated the policy that I presented at the October meeting. Please see the attached Kensington Community Council Policy on Document Disposition.

I've signed a new cleaning contract with All-Ways Cleaning Providers, headquartered on Solano Avenue. All-Ways uses their own cleaning products and equipment, and their monthly fee is \$75 less per month than our former cleaner.

# General Manager October 2009 Report

## **Budget**

We have completed the process for the Proposition 1A Securitization and Payback Program. The program allows communities to sell their interests in the State's move to borrow 8% of property tax revenue. With the suspension of Proposition 1A, the State will borrow 8% of local property tax revenue with the option of paying it back in 2013 with an interest rate of 2%. Those communities not wanting to wait until 2013 to see if the State does indeed take the option of repaying the loan, can apply for the Proposition 1A Securitization Program and keep their 8% of their property tax revenue intended to be borrowed by the State.

Kensington was going to lose \$104,000 to the State in the suspension of Proposition 1A this fiscal year. The Board passed a resolution at the October KPPCSD Meeting approving our participation in the program; all documents have been completed and have been submitted.

## **Kensington Park**

We are continuing to move forward with the park restroom project. We had our sixth meeting on October 20<sup>th</sup>. After providing a presentation at the October Board Meeting about the cost of installing the restroom in the Tot Lot area, the Board decided to go with the committee's recommendation to install the restroom at the Windsor cul-de-sac location. This is the same recommendation that was passed upon the approval of the Park Master Plan years ago.

The CEQA Exemption has been prepared and will be presented at the November Board Meeting for approval.

Also at the November Board Meeting, the KCC will present the Board with its preliminary proposal to remodel the Community Center at a cost of \$250,000.00

## **Solid Waste**

The Public Hearing date to discuss the Bay View Refuse possible rate increase is scheduled for the November 12<sup>th</sup>, 2009 KPPCSD Board Meeting. The Rate Review has been completed and a recommendation of a .6% rate increase will be made to the Board for possible approval.

The next meeting of the County Solid Waste Coordinating Committee is scheduled for November 17<sup>th</sup>, at 1:00 PM at the Public Safety Building.

### **Emergency Preparedness**

The sixth meeting of the Kensington Public Safety Council was held Monday, October 12th, at 6:30 PM at the Community Center. The meeting agenda included committee reports, a Hazard Mitigation Committee update, and a KARO update. We are hoping for increased participation at the next meeting, November 9<sup>th</sup>, at 6:30 PM in the Community Center.

We now have the agenda and the minutes of the Public Safety Council posted on the KPPCSD web page for future review.

On October 1<sup>st</sup>, 2009, I attended the Contra Costa County Earthquake Response Plan Meeting in Martinez. The meeting consisted of a description of the plan outline, discussions on plan assumptions, response and recovery efforts, and priorities and objectives. No date has been set for the next meeting.

### **Other District Items of Interest**

The Kensington Improvement Club (KIC) will be hosting their Annual Town Hall Meeting on Saturday, November 7<sup>th</sup>, from 9:30 to Noon. One of the scheduled speakers will be Lou Ann Texeira, Executive Officer of the Contra Costa LAFCO. She will be speaking on the issue of Special District mergers and the soon to be released Contra Costa County Community Services District Municipal Service Review.

Finally, I completed the California Special District's Association (CSDA) Leadership Academy and received the Recognition in Special District Governance Award. The program consisted of course in Governance Foundations, Setting Direction and Community Leadership, Board's Role in Finance and Fiscal Accountability, and the Board's Role in Human Resources. An additional 10 hours of course work was needed to complete the program.



**CSDA** October 15, 2009

Dear Mr. Gregory Harman  
Kensington Police Protection and CSD

On behalf of the California Special Districts Association, I would like to congratulate you on completing our Special District Leadership Academy!

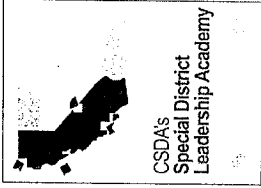
The Academy represents the core set of knowledge created and accepted by the special district community, and encompasses everything directors need to know about Governance Foundations, Setting Direction and Community Leadership, the Board's Role in Finance and Fiscal Accountability, and the Board's Role in Human Resources. Your completion of these courses signifies your commitment to your constituents, and promotes your sense of responsibility.

The final step in demonstrating your dedication to the special district community is to apply for the Recognition in Special District Governance. The Recognition is a program offered by the Special District Leadership Foundation, a collaborative effort of eight special districts organizations. Having achieved the Certificate of Completion for CSDA's Special District Leadership Academy is the first step in receiving the Recognition; the next is to complete an additional ten hours of continuing education from any of SDLF's eight organizations. If you would like further information or an application, please contact Diana Zavala, SDLF Administrator at (916) 231-2939.

Thank you again for your participation in CSDA's Special District Leadership Academy, and for your continued support of special districts.

Most sincerely,

Neil McCormick  
Executive Director



In recognition of successful completion of the CSDA Special District Leadership Academy and a high level of knowledge and expertise in the areas of Governance Foundations, Setting Direction and Community Leadership, Board's Role in Finance and Fiscal Accountability and Board's Role in Human Resources,

this certificate is presented to:

***Mr. Gregory Harman***  
***Kensington Police Protection and CSD***  
***August 21, 2009***

*Neil McCormick, CSDA Executive Director*

*Arlene Schaffer, CSDA Board President*

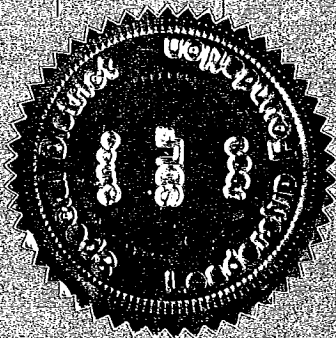


# Recognition in Special District Governance

*In recognition of Completion of the CSDA Special District Leadership Academy and 10 hours of continuing education, the Special District Leadership Foundation (SDLF) would like to present to:*

**Gregory E. Harman**

This Recognition in Special District Governance Award



*Eileen Smith*  
Signature

This 20th Day of October 2009



NO OLD BUSINESS

# NEW BUSINESS

#1 - General Manager/ Chief of Police Greg Harman will administer the Oath of Office to newly appointed Reserve Police Officers Hui, Tyler, Colon, and Lafitte.

# NEW BUSINESS

#2 - Todd Hodson, representing the Kensington Community Council, will give a presentation to the Board providing information on the proposed KCC remodel of the Community Center. Following the presentation there will be Board discussion and action as to the proposed remodeling project.

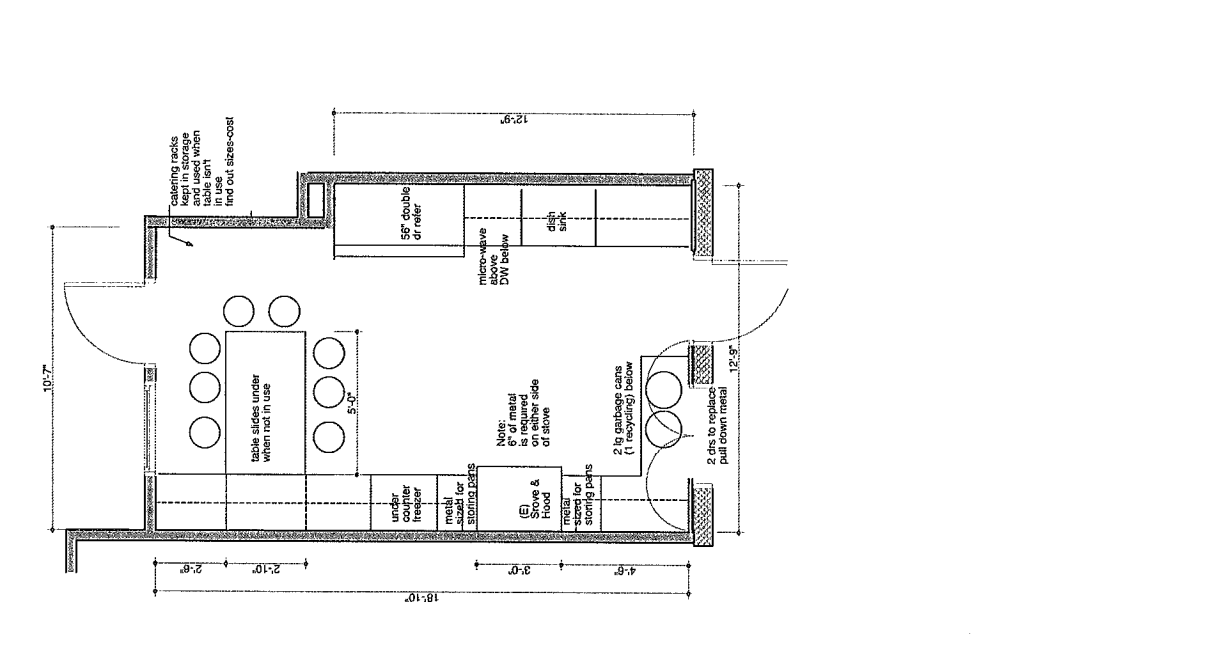






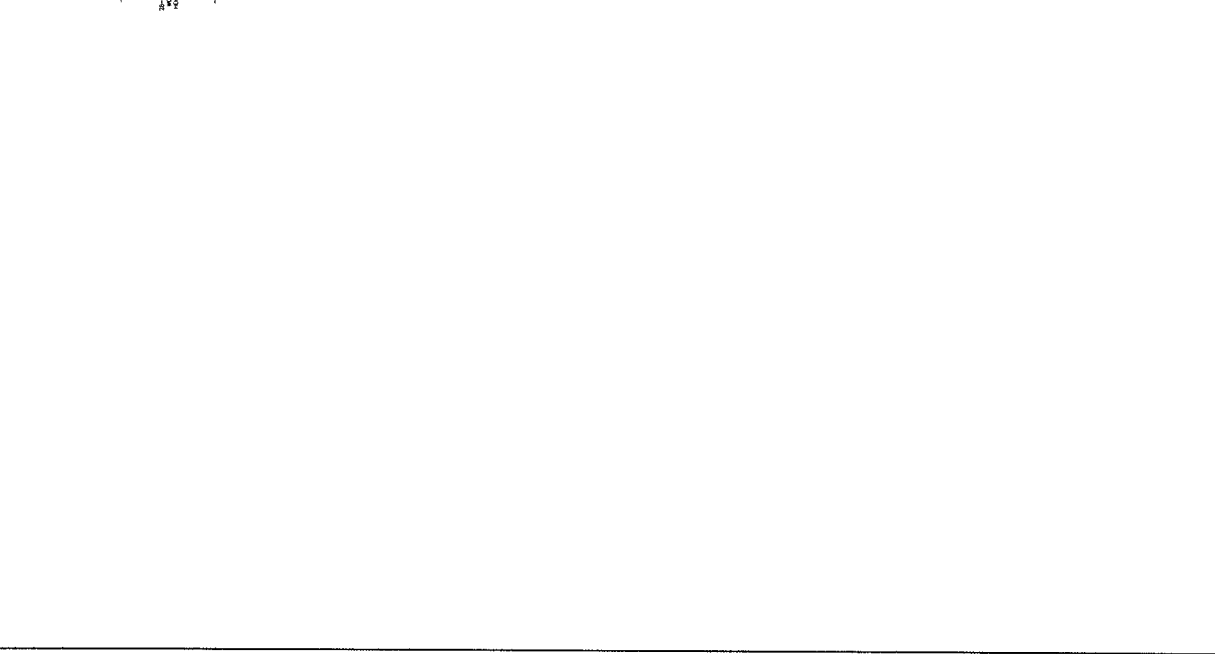






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# NEW BUSINESS

#3 - General Manager Greg Harman will present the final HF&H Consultants Review of the Bay View Refuse & Recycling Rate Review and make a recommendation to the Board for a rate increase of .6% of garbage rates beginning January 1, 2010. Board Action.

# Memorandum

Kensington Police Department



To: Board of Directors

APPROVED YES NO

From: Gregory E. Harman, Chief of Police

\_\_\_\_\_

Date: Thursday, November 12, 2009

FORWARDED TO:

Subject: Agenda Item #3 Bay View Rate Review

\_\_\_\_\_

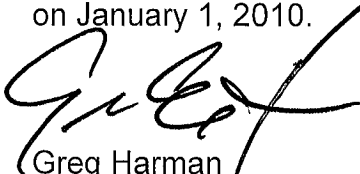
In May of 2009, Bay View President Louis Figone requested a 1.2% rate increase effective January 1, 2010 over the current rates for 2009.

As per our franchise agreement with Bay View, every five years we are to conduct a rate review of the Bay View rates. On July 9, 2009, we contracted with HF&H Consulting to conduct a rate review of the Bay View request. HF&H Consulting submitted their preliminary report on September 3, 2009. In that report, HF&H Consulting recommended a rate decrease of .09% of the current rates.

Following further interviews and analysis of Bay View's financials, HF&H Consulting is recommending a rate increase of .6%, which Louis Figone of Bay View has agreed to.

The completed HF&H Consulting Rate Review Report is attached to the agenda packet for your review.

I am recommending that the Board approve the .6% rate increase to the current rates. For your review, a copy of the new rates for service, which if approved, will be in place on January 1, 2010.

  
Greg Harman  
General Manager



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Robert D. Hilton, CMC  
John W. Farnkopf, PE  
Laith B. Ezzet, CMC  
Richard J. Simonson, CMC  
Marva M. Sheehan, CPA

October 26, 2009

Mr. Greg Harman  
General Manager/Chief of Police  
Kensington Police Protection and Community Services District  
217 Arlington Avenue  
Kensington, CA 94707

*Reference Number: S3774*

**Subject: Review of Bay View Refuse & Recycling Services, Inc.'s 2010 Rate Application**

Dear Mr. Harman:

This report documents HF&H Consultants, LLC's (HF&H) Final findings and recommendations from our review of Bay View Refuse & Recycling Services Inc.'s (Bay View) application for a 1.2% increase to its refuse and recycling rates, effective January 1, 2010 (Application), that was submitted to the Kensington Police Protection and Community Services District (District). It should be noted that this final report reflects discussions with and comments received from Bay View after their review of the Draft Report submitted on September 3, 2009.

## **Background**

Bay View's compensation for providing refuse and recycling services to Kensington residents and business is described in the District's Franchise Agreement with Bay View dated September 11, 1997 (Franchise Agreement). Services for residential and commercial customers include weekly collection of solid waste and recyclable materials utilizing a split-body truck operating 5 days a week, Monday through Friday, for approximately 2,100 customers. The split-body truck allows Bay View to reduce the number of trips on the District's streets by collecting solid waste and recyclable materials simultaneously. Additionally, Bay View operates a green waste collection route 10 days per month, providing twice monthly service. In addition, Bay View provides collection services to District and County facilities at no charge. Currently, residents are required to place their recyclable material and green waste containers at the curbside for collection, while solid waste containers are collected from the customer's back or side yard.

In a letter dated May 20, 2009, Bay View President, Louis Figone, requests a 1.2% rate increase effective January 1, 2010 over the levels currently in place for 2009.



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The District engaged HF&H on July 9, 2009 to conduct the following analyses:

1. **Rate Adjustment Analysis.** Perform a comprehensive review of Bay View's Application to determine the necessary rate adjustment, in accordance with Section 9.4 of the Franchise Agreement;
2. **Analysis of Projected Savings from the Elimination of Backyard Collection Services.** Solicit and review for reasonableness Bay View's estimated annual savings if Bay View were to collect solid waste containers from the curbside rather than the customer's back or side yard; and,
3. **Analysis of Annual Costs to Provide Service to District and County Facilities.** Determine whether Bay View's costs incurred to provide services to District and County facilities (at no charge) are included in current customer rates. If such costs are included, HF&H shall determine the annual estimated costs and the current impact on rates.

## Summary of Results

### Rate Adjustment Analysis

As summarized in Table 1 on the following page, Bay View projected its 2010 revenue shortfall of \$52,281 requiring a rate increase of 1.2%. Based on our review, in accordance with the scope of work detailed below, HF&H recommends reducing Bay View's 2010 projected revenue shortfall by \$46,288. The HF&H adjusted Application requires a rate increase of 0.6%.



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**Table 1**  
**HF&H Adjusted Rate Application**

	BAY VIEW	HF&H	HF&H
	Rate Application	Recommended	Adjusted
		Adjustments	Application
<b>Projected Operating Expenses:</b>			
Salaries and Benefits	\$ 390,000	\$ -	\$ 390,000
Dump Fees	100,000	1,460	101,460
Legal and Accounting	18,000	-	18,000
Debris Box Rental	24,000	-	24,000
Depreciation	40,000	-	40,000
Fuel	30,000	(2,723)	27,277
Truck Rental (Green Waste)	83,000	-	83,000
Insurance	27,000	(2,733)	24,267
Truck Licenses	5,000	(1,000)	4,000
General and Administrative	133,000	-	133,000
Parts and Tires	12,000	-	12,000
Rent - Office and Yard	48,000	-	48,000
Repairs and Maintenance	12,000	-	12,000
<b>Total Operating Expenses</b>	<b>\$ 922,000</b>	<b>\$ (4,995)</b>	<b>\$ 917,005</b>
<b>Allowance for Profit @ 12.00%</b>	<b>\$ 110,640</b>	<b>\$ (599)</b>	<b>\$ 110,041</b>
<b>Total Contractor Compensation before Pass-through</b>	<b>\$ 1,032,640</b>	<b>\$ (5,595)</b>	<b>\$ 1,027,045</b>
<b>Pass-through Expenses</b>			
County Franchise Fee @ 3.00%	\$ 30,843	\$ 1,556	\$ 32,399
District Franchise Fee @ 2.00%	20,559	1,040	21,599
County Hazardous Waste Fee	11,157	-	11,157
Audit Fees	15,000	-	15,000
<b>Total Pass-through Expenses</b>	<b>\$ 77,559</b>	<b>\$ 2,596</b>	<b>\$ 80,155</b>
<b>Total Contractor Compensation</b>	<b>\$ 1,110,199</b>	<b>\$ (2,999)</b>	<b>\$ 1,107,200</b>
<b>Recycling and Other Income</b>	<b>\$ (82,128)</b>	<b>\$ 54,880</b>	<b>\$ (27,248)</b>
<b>Benchmark Level of Revenues (A)</b>	<b>\$ 1,028,071</b>	<b>\$ 51,881</b>	<b>\$ 1,079,952</b>
<b>(to be raised from collection rates)</b>			
<b>Actual 2008 Rate Revenue</b>	<b>\$ 975,790</b>	<b>\$ 54,880</b>	<b>\$ 1,030,670</b>
Add: 2009 4.2% Rate Increase			43,288
<b>Projected 2010 Rate Revenue at Current Rates (B)</b>	<b>\$ 975,790</b>	<b>\$ 54,880</b>	<b>\$ 1,073,958</b>
<b>Projected Revenue Surplus/(Shortfall) [B - A]</b>	<b>\$ (52,281)</b>	<b>\$ 46,288</b>	<b>\$ (5,993)</b>
<b>Benchmark level calculated for 2010 as a percentage of 2008</b>	<b>5.4%</b>		
<b>Less: 2009 rate increase</b>	<b>-4.2%</b>		
<b>Proposed 2010 Rate Increase/(Decrease)</b>	<b>1.2%</b>		<b>0.6%</b>



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### **Analysis of Projected Savings from the Elimination of Backyard Collection Services**

In accordance with Section 12 of the Franchise Agreement, "the place of pickup shall be backyard service for Solid Waste". Backyard service is a convenience to customers but comes at a price. If materials are placed for collection at the curb, the collection route can be completed quicker resulting in reductions in labor and fuel costs. At the request of the District, Bay View provided an estimate of cost savings if customers were required to place their solid waste container at the curb, just like they do with their recycling and green waste containers. Bay View's estimated cost savings appear reasonable and would result in an estimated annual savings of \$32,000 per year, which would reduce rates approximately 3.5%.

### **Analysis of Annual Costs to Provide Service to District and County Facilities**

The District requested an analysis of the annual costs incurred by Bay View to provide solid waste collection services to District and County facilities at no charge and whether such expenses were being funded through current customer rates. Our review found that collection services provided to District and County facilities are in fact currently funded through the residential and commercial rates at a rate impact of 1%.

### **Scope of Work**

HF&H determined, through review of: the Franchise Agreement; Bay View's most recently audited financial statements; and, documents provided by Bay View, that Bay View's revenues, expenses and rates were consistent with the benchmarks established in the Franchise Agreement.

To determine the reasonableness of Bay View's expenses, we compared them to industry standards based on recent competitive proposals and our benchmark database that contains actual and proposed operational and financial data collected during our hundreds of rate reviews and contract procurement projects.

The specific items were determined based on an HF&H-prepared variance analysis of expense line items from Bay View's financial statements. The detailed review of specific expense items included, but is not necessarily limited to, the following:

- Wages and Benefits
- Depreciation
- Expenses Paid to Related Parties
- Disposal / Processing Expenses
- General and Administrative Expenses



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The review of Bay View's rate revenue was based on then-current rates and current customer subscription level. We calculated the actual revenues that should have been generated within the District in 2008, compared these to the reported revenues, and obtained explanations for any significant variances. We verified the calculation of projected 2010 revenues based on actual customer accounts at the current rates. We also confirmed Bay View's reported recyclable material sales revenues for 2006, 2007, and 2008 with audited financial statements and calculated the projected recyclable material sales revenues for 2010. To determine the reasonableness of Bay View's commodity revenue, we recalculated the 2010 revenue in accordance with the Agreement.

Our review was substantially different in scope than an examination in accordance with Generally Accepted Auditing Standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion. However, Cowden Neale, LLP has issued an unqualified opinion of Bay View's 2008 Financial Statements.

Our conclusions are based on the review of Bay View's projections of its financial results of operations for the forthcoming rate year (i.e. January 1, 2010 – December 31, 2010). Actual results of operations will usually differ from projections, because events and circumstances frequently do not occur as expected, and the difference may be significant.

## **Summary of Analyses**

### **Operating Expenses**

We reviewed the expenses as listed in the audited financial statements for the years 2005-2008 for year over year variances. We also compared the financial information from the 2008 Financial Statements to the 2010 Application. Table 2, on the following page, summarizes the results of Bay View's actual 2008 operating expenses compared to their projected operations expenses for 2010.





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**Table 2**  
**Operating Expense Variance**

Operating Expenses:	Bay View	Bay View	Increase (Decrease)	
	Actual	Application	Variance	
	2008	2010	\$	%
Salaries and benefits	\$ 332,296	\$ 390,000	\$ 57,704	17.37%
Dump fees	95,993	100,000	4,007	4.17%
Franchise fees	52,232	51,402	(830)	-1.59%
Legal and Accounting <sup>1</sup>	29,700	33,000	3,300	11.11%
Debris Box Rental <sup>2</sup>	17,861	24,000	6,139	34.37%
Depreciation	40,421	40,000	(421)	-1.04%
Fuel	36,916	30,000	(6,916)	-18.73%
Truck Rental (Green Waste) <sup>2</sup>	75,712	83,000	7,288	9.63%
Hazardous Waste Fee <sup>1</sup>	10,461	11,157	696	6.65%
Insurance	22,872	27,000	4,128	18.05%
Truck licenses	3,964	5,000	1,036	26.14%
Management Fees (Executive Compensation) <sup>2</sup>	110,184	117,000	6,816	6.19%
General and administrative	12,211	16,000	3,789	31.03%
Parts and Tires	8,146	12,000	3,854	47.31%
Rent - Office and Yard <sup>2</sup>	45,600	48,000	2,400	5.26%
Repairs and Maintenance	3,296	12,000	8,704	264.08%
<b>Total Operating Expenses</b>	<b>\$ 897,865</b>	<b>\$ 999,559</b>	<b>\$101,694</b>	<b>11.33%</b>

- (1) Note: \$15,000 of Professional Fees and all Hazardous Waste Fees are included as pass through expenses on the Application
- (2) Accounts are classified as related-party transactions. See 'related-party transactions' section below

**Salaries & Benefits**

HF&H compared the detailed schedule provided by Bay View for labor rates, effective March 1, 2009 through February 28, 2010, to the rates in the Union Agreement. Upon review, HF&H found Bay View is paying its full-time solid waste/recyclable material driver approximately 5.4% higher than stipulated by the Union Agreement. Based on discussions with Bay View, the additional compensation is an incentive to the driver responsible for collection on the District's manual collection system and challenging route conditions. It is Bay View management's opinion that in order to retain good reliable employees they have found they need to offer wages higher than those provided for in the Union agreement. Bay View's enhanced compensation practice per HF&H's calculation has an overall rate impact of 0.4%. Section 9.4 of the Franchise Agreement states "Contractor will recover its reasonable costs for furnishing all labor...necessary to perform all the services required by this Agreement...". The 5.4% premium results in a fully-loaded rate of pay of \$46.44 per hour, which includes wages, vacation pay, holiday pay, sick leave, workers compensation expense, health and welfare expense, pension, uniforms, and equipment. Based on our review of recent competitive proposals and annual rate reviews for



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jurisdictions being provided similar services, the \$46.44 per hour is considered a reasonable and competitive rate within the Bay Area; therefore, we have not recommended an adjustment.

Dump Fees

HF&H reviewed the Agreement for Landfill Services (LF Agreement) entered into March 10, 2003, between Bay View, West Contra Costa Sanitary Landfill (WCCSL) and Potrero Hills Landfill, Inc. (PHL) and noted per Section 14 of the LF Agreement, tip fees are to be adjusted every March 1 by CPI, All Urban Consumers. We further noted per Section 23 of the LF Agreement, the term of the Agreement is 10 years from the date of execution (March 10, 2013) with an option to extend an additional 10 years.

HF&H reviewed the per-ton tip fees charged to Bay View for the disposal of solid waste at the WCCSL and the Golden Bear Transfer Station and agreed the rates to the July 1, 2009 invoices, a notification letter from Republic Services, Inc. and Bay View's LF Agreement without exception.

HF&H calculated the projected dump fees for Calendar Year 2010 (see Table 3), by multiplying the actual tons collected in 2008 for refuse and green waste multiplied by the current tip fees adjusted by 1.16% to reflect the projected per-ton tip fees for 2010. Our 1.16% projected increase in the 2010 tip fee is based on the average annual increase in the CPI for February 2009 over the previous year.

**Table 3  
Projected Dump Fees**

	2009 Rate (eff 7/1/09 - 2/28/10)	* % CPI Increase	Projected 2010 Rate (eff 3/1/10 - 2/28/11)	2008 tons	Projected Disposal Cost 2010
<b>Refuse</b>					
Golden Bear (Transfer Station)	\$ 46.64	1.16%	\$ 47.18	1,538.68	\$ 72,459.52
<b>Greenwaste</b>					
West Contra Costa Sanitary L.F.	\$ 35.54	1.16%	\$ 35.95	799.17	\$ 28,677.76
<b>ADC</b>					
West Contra Costa Sanitary L.F.	\$ 7.50	1.16%	\$ 7.59	42.65	\$ 322.98
<b>Total 2010 Projected Dump Fees</b>					<b>\$ 101,460.26</b>

\*Estimated March 1, 2010 CPI Increase based on the actual percentage change for the prior year (February 2008 over February 2009)



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Bay View's projected dump fees are \$100,000 versus our projection of \$101,460. Based on the calculation above **HF&H recommends an increase of \$1,460 to Bay View's projected dump fee expenses reflected in the Application.**

### Legal and Accounting

Per Section 8 of the Franchise Agreement, Bay View is required to provide to the District annual financial statements compiled by an independent certified public accountant in accordance with Generally Accepted Accounting Principles. Per a discussion with the Audit firm of Cowden Neale, LLP Certified Public Accountants, currently providing this service to Bay View, approximately one half of their hours billed are for annual audit services. Annual audit services are treated as a pass-through expense in the Application (see Exhibit C of the Agreement). The remaining service is shown in the operation expenses section of the Application. Bay View is invoiced monthly for services provided for annual audits, quarterly reporting to District and ongoing monthly accounting services. The annual cost to Bay View for accounting was \$29,700 in 2008 per the Audited Financial Statement. Per Bay Views Application they are projecting \$15,000 in pass-through expenses and \$15,000 in operating expenses for a total of \$30,000. This is a \$300, or a 1% increase over 2008 and therefore appears reasonable.

### Depreciation

Per Exhibit D of the Franchise Agreement, fixed assets are depreciated using straight line depreciation and a useful life of seven years. Bay View projected 2010 depreciation expenses of \$40,000. HF&H tied Bay View's projected depreciation expense to their independently audited Fixed Asset sub ledger without exception. HF&H noted all fixed assets with a remaining useful life were depreciated using straight-line and seven years as their useful life.

### Fuel

Bay View projected 2010 fuel costs of \$30,000, a \$6,916, or 18.75% decrease from actual fuel expenses incurred in 2008. We calculated the average change in CPI for Motor Fuel from January-June 2008 to January-June 2009 and noted a percentage decrease of 37.23%, compared to Bay View's estimated decrease of 18.75%. Although HF&H believes Bay View's decrease in fuel costs resulting from an anticipated lower price per gallon is conservative, due to the current trends and volatility in prices in recent years, no adjustment to price is recommended. However, the 2008 actual fuel expense used by Bay View to project 2010 fuel costs was overstated by approximately 880 gallons or an estimated \$3,350 as a result of a four month period in 2008 where Bay View transferred Solid Waste tonnage to Potrero Hills Landfill in Solano County. As this will not occur in 2010, **HF&H recommends a decrease in the projected 2010 fuel costs of \$2,723 (\$3,350 decreased by 18.75% due to declining prices)**



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### Insurance

Bay View projected annual insurance costs of \$27,000. HF&H requested a copy of the annual invoice for the renewal policy effective 1/1/09 and noted the amount of the coverage was \$23,560. The 2010 Application cost requested by Bay View represents a \$3,440 increase or 14.6% from the 2009 policy. The increase from 2008 to 2009 was 3.0% with significant reductions the previous two years. Therefore, Bay Views projected insurance expense does not appear reasonable. Based on our analysis described above, **HF&H recommends a decrease in 2010 projected insurance cost of \$2,733.**

### Truck Licenses

Bay View projected 2010 Truck License expense of \$5,000, a \$1,036 increase from 2008. HF&H obtained the most recent DMV Registration Renewal Notices from Bay View for the four vehicles indicated on the 2009 Fixed Asset Listing. Bay View's total 2009 renewal fees were approximately \$4,000; therefore, **HF&H recommends a decrease in projected truck licenses fees of \$1,000.**

### General and Administrative (includes executive compensation)

Bay View projected 2010 general and administrative costs of \$133,000, including executive compensation in the amount of \$117,000. In accordance with Exhibit D of the Franchise Agreement, Bay View Refuse Inc. and Bay Cities Refuse Services, Inc., companies controlled by the sole stockholder, Louis Figone, provide executive management services to Bay View and charge a management fee in lieu of an executive salary at a rate of \$80,000 per year, commencing September 11, 1997, and adjusted annually be 3.0%. HF&H verified the accuracy of the \$117,000 calculation without exception, as shown in Table 4 below.



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**Table 4**  
**Executive Compensation**

Year	Base	CPI		New Rate
		Increase %	Increase \$	
1998	\$80,000	3%	\$2,400	\$82,400
1999	\$82,400	3%	\$2,472	\$84,872
2000	\$84,872	3%	\$2,546	\$87,418
2001	\$87,418	3%	\$2,623	\$90,041
2002	\$90,041	3%	\$2,701	\$92,742
2003	\$92,742	3%	\$2,782	\$95,524
2004	\$95,524	3%	\$2,866	\$98,390
2005	\$98,390	3%	\$2,952	\$101,342
2006	\$101,342	3%	\$3,040	\$104,382
2007	\$104,382	3%	\$3,131	\$107,513
2008	\$107,513	3%	\$3,225	\$110,739
2009	\$110,739	3%	\$3,322	\$114,061
2010	\$114,061	3%	\$3,422	\$117,483

To test the overall reasonableness of Bay View’s total general and administrative costs (which includes, but is not limited to: billing expenses, allocated office/customer service staff, executive compensation, etc.), we compared Bay View’s projected general and administrative expenses ratio of 12.9% of its total compensation to three recent proposals received for similar services in a competitive environment. HF&H found the competitively proposed general and administrative expenses ratios ranged from 9.2% to 17.2% with an average ratio of 13.4%; therefore, Bay’s View’s projected general and administrative costs appear reasonable and no adjustment is necessary.

Parts & Tires

Bay View projected parts & tires expense of \$12,000 in 2010, which is a \$3,854 increase from actual 2008 expenses. Based on discussions with Bay View, the increase in parts and tires expense is attributable to the purchase of new tires in 2010 to replace the tires that can no longer be re-capped; therefore, no adjustment is necessary.

Repairs & Maintenance

Bay View projected repairs & maintenance expenses of \$12,000 in 2010, which is an \$8,704 increase, compared to Bay View’s actual expenses incurred in 2008. Per discussions with Bay View, the projected repairs & maintenance expenses for 2010 were based on an average of the



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previous three years and additional expenses related to the expiration of a five year factory warranty on hydraulic cylinders expiring at the end of 2009, installation of a back-up camera on the split-body vehicle, and the retrofitting of the vehicle with a Diesel Particulate Filter to comply with emissions standards. Based on our review and discussions with Bay View management, we find Bay View's projected expenses reasonable.

### **Related-Party Transactions**

There are related-party transactions (amounts paid to affiliated entities to Bay View) included in Bay View's 2010 projections at rates that have been discussed and allowed by the District in previous reviews. HF&H notes the following accounts have been classified as related-party transactions because they are amounts that are paid to affiliated entities: Debris Box Rental, Truck Rental (Green Waste), and Rent (Office and Yard). In accordance with Exhibit D of the Franchise Agreement, and data from haulers with similar operations, we reviewed Bay View's related-party transactions projections for reasonableness. Presented below are the results of our analyses.

#### **Debris Box Rental**

Due to the relatively small size of the District's service area, Bay View's contracts with Bay City Refuse Services, Inc., Bay View's sister company, to provide the labor and vehicle (on a per pull basis) to collect debris boxes within the District's service area. By doing this, Bay View does not incur the entire cost of purchasing a debris box collection vehicle and employing a full-time driver to provide on average two debris box pulls per week. Bay View has projected 2010 debris box rental expense of \$24,000, based on 96 pulls (the average number of pulls for the last three years) at \$250 per pull, which equates to \$200 per hour (based on the average round-trip time of 1 hour and 15 minutes). To test the reasonableness of Bay View's \$200 per hour rate, HF&H compared the cost per hour to three recent proposals received for similar services in a competitive environment. HF&H found the competitively proposed per-hour rates ranged from \$198.42 per hour to \$216.99 per hour; therefore, Bay's View's projected debris box rental costs appear reasonable and no adjustment is necessary.

#### **Truck Rental (Green Waste)**

Similar to debris box rental, Bay City Refuse Services Inc., Bay View's sister company, provides the green waste collection vehicle that is used 960 hours per year to provide twice monthly green waste collection services. Through out the year Bay View has found it is necessary to utilize a second truck on certain days to accommodate the allowed unlimited green waste collection. HF&H looked at the most recent twelve-month period from September 2008 through August 2009 to determine the number of days an additional truck is needed. The green waste dump statements and tonnage was used to support the estimated twenty one days or 168 hours per year (21 days X 8 hours). Two trucks are needed for the Annual Clean-up which takes place over



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five days or 80 hours per year. (2 trucks X 5 days X 8 hours). Additionally a different truck is needed approximately 260 hours per year to collect the two yard bins through out the service area. In total Bay View is requesting \$83,000 compensation for an estimated 1,468 hours for truck rental for 2010. The rental expense of \$56.54 per hour (\$83,000 divided by 1,468 hours) covers depreciation, interest, repairs and maintenance, parts and tires, licenses, and insurance. HF&H compared this rate to the rate in Exhibit D of the Agreement escalated for the change in the consumer price index. The calculated rate per this method was \$52.02 per hour or approximately \$76,400 annually when multiplied by the 1,468 estimated truck hours. As this is only an estimate of hours and actual expenses may vary from CPI projections HF&H recommends no adjustment to the Application amount of \$83,000.

Rent - Office and Yard

HF&H notes the allowable monthly rent at the commencement of the Franchise Agreement in 1998, in accordance with Exhibit D, was \$2,823.56 (made up of \$1,462.55 per month for office and yard space plus \$1,361.01 per month for allocated mechanic salary and benefits expenses based on 8 hours per week). To test the reasonableness of Bay View's 2010 projections we compared their monthly rent expense projection of \$4,000 per month to the allowable expense in accordance with Exhibit D of the Franchise Agreement adjusted annually by the percentage change in the CPI. As shown in Table 5 below, increasing Bay View's agreed-upon rent expense in 1998 (the commencement date of the current Franchise Agreement) by the annual change in CPI results in a rent expense of \$3,982.84 in 2010; therefore, no adjustment is necessary.

**Table 5**  
**Rent - Office Yard**

Year	Monthly Rent in Current Year	CPI Increase %	CPI Increase \$	Monthly Rent for Following Year
1998	\$ 2,823.56	3.44%	\$ 97.06	\$ 2,920.62
1999	\$ 2,920.62	3.81%	\$ 111.18	\$ 3,031.79
2000	\$ 3,031.79	4.25%	\$ 128.82	\$ 3,160.62
2001	\$ 3,160.62	6.59%	\$ 208.24	\$ 3,368.85
2002	\$ 3,368.85	1.20%	\$ 40.59	\$ 3,409.44
2003	\$ 3,409.44	1.60%	\$ 54.71	\$ 3,464.15
2004	\$ 3,464.15	1.38%	\$ 47.65	\$ 3,511.80
2005	\$ 3,511.80	1.11%	\$ 38.82	\$ 3,550.62
2006	\$ 3,550.62	3.93%	\$ 139.41	\$ 3,690.03
2007	\$ 3,690.03	3.36%	\$ 123.94	\$ 3,813.97
2008	\$ 3,813.97	4.19%	\$ 159.85	\$ 3,973.82
2009	\$ 3,973.82	0.23%	\$ 9.02	\$ 3,982.84
2010	\$ <b>3,982.84</b>			

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### Profit

Per Section 9.3 and 9.4 of the Franchise Agreement, Bay View is allowed a benchmark pre-tax profit margin of 12% of Bay View's reasonable reimbursable costs. HF&H recalculated the profit based on the recommended adjustments described above and included in Table 1, which results in a **recommended reduction of \$599** from \$110,640 to \$110,041.

### Pass-Through Fees

#### Franchise Fees

In accordance with Section 23 of the Franchise Agreement, County franchise fees and District franchise fees are calculated at 3% and 2%, respectively, of commercial and residential bills for each calendar year. Our review found Bay View's application mistakenly calculated its franchise fee obligations based on total contractor's compensation net of revenue from the sale of recyclable commodities; however, franchise fees are paid on gross revenues.

As a result, Bay View's projected franchise fee obligation was understated by.

In addition, as a result of the recommended reductions the Bay View's compensation discussed above and summarized on Table 1, Bay View's projected franchise fee obligation was overstated.

As a result, **HF&H recommends increasing Bay View's franchise fee obligation (and therefore their 2010 compensation) a net \$2,596.**

Also, it should be noted that during the conduct of this review and our discussions with Bay View management we learned Bay View has been mistakenly over paying its franchise fees to the County and District by approximately \$1,400 per year (\$840 overpayment to the County and \$560 overpayment to the District). The overpayments are the result of Bay View calculating and paying franchise fees on the revenue from the sale of recyclable materials when the Franchise Agreement only requires franchise fees to be calculated and paid on gross customer rate revenue; therefore, the County and District should see a decrease in its annual franchise fee revenue in the amounts discussed above.

#### County Hazardous Waste Fee

Bay View projected 2010 Hazardous Waste Fees of \$11,157, a reasonable \$696 increase from actual 2008 expenses, which reflects an average annual increase of 3.1%; therefore, we do not recommend an adjustment.



Mr. Greg Harman

October 26, 2009

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## Revenue

HF&H verified that Bay View's Application correctly reflected the actual regular residential and commercial revenue (\$975,790) for 2008 per the Audited Financial Statements. HF&H verified that the Rate Application line "Less: recycling & other income" which was based on the average of prior 3 years" reflected the sum of the average revenues (\$82,128) for the years 2006 - 2008 per the Audited Financial Statements for the following:

- Recycling Revenue \$27,248.06
- Extra Charges \$1,520.21
- Debris Box \$46,252.44
- Container Rental \$2,983.03
- University of California House \$5,232.76
- Other Income \$285.00
- Accrued Revenue Adjustment (\$218.44)
- Refunds (\$1,175.90)

HF&H tested the reasonableness of Bay View's projected revenue, by re-projecting 2010 revenues by multiplying the current account information (number of customers by service level) by the current rates. Bay View projected 2010 revenues were calculated by summing Bay View's actual 2008 rate revenue (increased by the District-approved 4.2% increase in 2009) and the three-year average of recycling and other revenue. Our re-projected revenue was within a reasonable range of Bay View's projections; therefore, it appears that Bay Views projected revenues per the Application are reasonable.

HF&H tested the accuracy of Bay View's rate revenue by sampling 2009 actual residential, commercial and debris box monthly billings to confirm that Bay View is correctly charging their customers based upon their level of service at the District-approved rates. HF&H noted no exceptions in the samples and therefore does not recommend additional sampling.

## Elimination of Backyard Service

At the request of the District, Bay View provided an estimate of cost savings due to elimination of backyard service. Bay View's estimated cost savings of approximately \$32,000 per year include the elimination of one part-time helper, used three days per week on average. Bay View provided base pay information, assuming the daily rate stipulated for a Recycling Helper per the Union Agreement, and calculated 60% of the total compensation to account for the helper's part-time status. Bay View's estimated cost savings appear reasonable and would potentially result in annual savings of \$32,000 per year which would reduce rates approximately 3.5%.



Mr. Greg Harman  
October 26, 2009  
Page 15 of 15

### District and County Facility Services

The District requested an analysis of the annual costs incurred by Bay View to provide solid waste collection services to District and County facilities at no charge. Following is a list of the services and the corresponding current monthly cost to provide such service, at an annual total cost of \$10,473. Our review found that collection services provided to District and County facilities are in fact currently funded through the residential and commercial rates at a rate impact of 1%.

- Community Center 2 cubic yard bin, 2 x per week = \$607.53/month,
- Library 2 - 30 gallon cans = \$66.30/month
- District Office 2 - 30 gallon cans = \$66.30/month
- Park adjacent to the Library - 30 gallon cans = \$132.60/month

\* \* \*

We would like to express our appreciation to Bay View management and staff for their assistance. In addition, we express our appreciation to each of you for assistance and guidance during the course of the review. Should you have any questions, please call me at 925-977-6957.

Very truly yours,

HF&H CONSULTANTS, LLC

Richard J. Simonson, CMC  
Vice President

cc: Colleen Costine, HF&H Consultants  
Louis Figone, Bay View Refuse and Recycling Services

**KENSINGTON DISTRICT  
BAY VIEW - PROPOSED RATE INCREASE (1/1/2010)**

**Residential**

<u>Account Types</u>		Monthly Rate	0.6%	Proposed Rate
qty - container size		1/1/2009	% Increase *	1/1/2010
1	20 Gallon Can (Mini-Can)	\$ 23.45		\$ 23.59
1	30 Gallon Can	\$ 31.90		\$ 32.09
2	30 Gallon Cans	\$ 63.60		\$ 63.98
3	30 Gallon Cans	\$ 95.50		\$ 96.07
4	30 Gallon Cans	\$ 127.30		\$ 128.06
1	40 Gallon	\$ 71.80		\$ 72.23
1	45 Gallon	\$ 78.35		\$ 78.82
1	50 Gallon	\$ -		\$ -

**Commercial**

<u>Account Types</u>		Monthly Rate	Proposed Rate
# of pick-ups per wk	qty container size	1/1/2009	1/1/2010
1	X 1 - 30 Gallon Can	\$ 33.15	\$ 33.35
5	X 1 - 30 Gallon Can	\$ 165.75	\$ 166.74
1	X 2 - 30 Gallon Cans	\$ 66.30	\$ 66.70
2	X 2 - 30 Gallon Cans	\$ 132.60	\$ 133.40
1	X 3 - 30 Gallon Cans	\$ 99.45	\$ 100.05
1	X 4 - 30 Gallon Cans	\$ 132.60	\$ 133.40
1	X 5 - 30 Gallon Cans	\$ 165.75	\$ 166.74
2	X 5 - 30 Gallon Cans	\$ 331.50	\$ 333.49
1	X 6 - 30 Gallon Cans	\$ 198.90	\$ 200.09
2	X 6 - 30 Gallon Cans	\$ 397.80	\$ 400.19
1	X 8 - 30 Gallon Cans	\$ 265.20	\$ 266.79
1	X 10 - 30 Gallon Cans	\$ 331.50	\$ 333.49
1	X 1 - 40 Gallon Can	\$ 71.80	\$ 72.23
		<b>Monthly Rate ***</b>	<b>Proposed Rate</b>
		1/1/2009	1/1/2010
	per cubic yard wet rate**	\$ 35.20	\$ 35.41
1	X 1 cubic yard	\$ 152.53	\$ 153.45
2	X 1 cubic yard	\$ 305.07	\$ 306.90
3	X 1 cubic yard (3-1/3Xwk)	\$ 457.60	\$ 460.35
1	X 2 cubic yard	\$ 305.07	\$ 306.90
2	X 2 cubic yard	\$ 610.13	\$ 613.79
2	X 3 1 + 2 cubic yard	\$ 915.20	\$ 920.69
	per cubic yard dry rate	\$ 34.05	\$ 34.25
1	X 1 cubic yard	\$ 147.55	\$ 148.44
2	X 1 cubic yard	\$ 295.10	\$ 296.87
3	X 1 cubic yard (3-1/3Xwk)	\$ 442.65	\$ 445.31
1	X 2 cubic yard	\$ 295.10	\$ 296.87
2	X 2 cubic yard	\$ 590.20	\$ 593.74
2	X 3 1 + 2 cubic yard	\$ 885.30	\$ 890.61

\*\* Majority of customers are charged

\*\*\* 4.3333 assumed weeks per month for rate calc.

**Debris Box**

<u>debris box size</u>		Haul Charge	Proposed Rate
		1/1/2009	1/1/2010
7	Cubic Yard - debris	\$ 335.00	\$ 337.01
7	Cubic Yard - dirt	\$ 286.00	\$ 287.72
10	Cubic Yard - debris	\$ 364.00	\$ 366.18
10	Cubic Yard - dirt	\$ 275.00	\$ 276.65
15	Cubic Yard	\$ 473.00	\$ 475.84
20	Cubic Yard	\$ 577.50	\$ 580.97

\* Proposed 2010 rate increase per HF&H Final Report (report dated October 26, 2009)

# NEW BUSINESS

#4 - Board President Chuck Toombs will present the latest lease agreement proposed by the Kensington Fire Protection District for the lease of the Public Safety Building to the Board for discussion and possible action.

Kensington Police Protection and Community Services District.  
Office Memorandum

To: Board of Directors

Date: November 4, 2009

cc: General Manager Greg Harman

From: Chuck Toombs, President, KPPCSD

Re: Draft Lease Agreement between Kensington Fire Protection District and Kensington Police Protection and Community Service District for Occupancy of Kensington Public Safety Building (the "Lease").

Attached please find the following:

1. My email of October 25, 2009 to the Kensington Fire Protection District (the "Fire District") regarding the pending lease with our district, and containing as an attachment a letter dated October 9, 2009 from the Fire District with among other things, a redline version of the most recent draft Lease and other correspondences.

As noted in my email, there remain the following unresolved issues:

1. **Amount of annual rent.** The District has suggested it will accept annual rental of \$28,000 provided we agree to a 5-year lease. This amounts to around \$2.17 per square foot per month ( $\$28,000/1,075/12$ ), which is approaching a more commercially reasonable amount, albeit still more than the approximately annual rental of \$16,300 (\$1.26 psf) we pay now but still less than the proposed annual rental of \$37,200 (\$2.88 psf) last offered by the Fire District. This may be reasonable in light of the extensive work that the Fire District plans to do, and equitable concerns that the Police District will benefit by such improvement.

2. **Term of Lease .** In exchange for the reduced rental, the Fire District asks that we accept a 5-year term. I responded that we would like a five-year term with an option to renew for an additional 5 years at fair market value. The Fire District is unwilling to give that however but it does advise that it has "no intention of ending our landlord-tenant relationship. Given the current state of the economy and local government, the lease term we are offering seemed like the best choice." I defer to the collective wisdom of the Board on this.

3. **Waiver of Subrogation.** Subrogation is a legal concept whereby an insurance carrier has the right to pay a covered claim but then go after the party who caused the damage for reimbursement. In our circumstances, if we caused damage to the Police and Fire building which was covered by their insurance, their carrier could pay for the damage and make the repairs and then proceed against us for recovery, UNLESS each party waives any right of "subrogation." Similarly the Fire District may become liable to our insurance carrier if the Fire District causes damage that our insurance carrier pays for. The District administrator has agreed to submit a revised form of lease to the Fire District Board with one change to the current version accompanying this memorandum, which will contain a waiver of subrogation rights by each side

if we otherwise approve the remaining terms of the Lease accompanying this memorandum; however the District Administrator has otherwise asked that I not share that language or lease with you until after her board votes on it and re-submits it to us for our approval.

Please carefully review the attachments and this memorandum and be prepared to discuss this at our meeting on November 12. Thanks

## Charles Toombs

---

**From:** Charles Toombs  
**Sent:** Sunday, October 25, 2009 4:46 PM  
**To:** 'KensingtonFirePD@aol.com'; 'RamseyNACK@aol.com'; 'don@dondommer.com'  
**Cc:** 'gharman@kensingtoncalifornia.org'; 'pat@patricia-mclaughlin.net'; 'sfries@kensingtoncalifornia.org'  
**Subject:** Fw: Fire District Lease to Police District  
**Attachments:** district lease 10142009.pdf

Dear Brenda, Nina and Don:

Please forgive my delayed response to Brenda's letter of October 9, 2009 with the enclosures (see attached). We are in the home stretch and I am writing with a few additional comments for consideration.

1. Your board requested a 5-year term in exchange for reducing the annual rent to \$28,000. I can recommend to my board the rental amount; however I think we would like an option to renew for an additional 5-year term, either with the rental adjustments in effect for years 6-10 carrying forward from year 5, or alternatively we set the rent at fair market value in year 6, by mutual agreement or by "MAI" appraisal. We do not want to come to the end of the 5-year term only to find out you do not want to renew, leaving us out in the cold.
2. With regard to Section 13 (Insurance) it is appropriate to ask for waivers of subrogation from each of landlord and tenant; your legal counsel can advise you on the protections this affords both of our districts. And can we get some idea on the type of insurance the Fire District has? Is it a party to the same collective self insurance as the Police District?
3. With regard to Brenda's letter of Sept. 15, 2009 and the calculations of rental per square foot, we took the figure of 1075 square feet directly off of the floor plan that Marcy Li provided (reflecting police space on both floors). I do not know where the figure of 2,100 feet comes from but the custom of the industry is NOT to include common areas or parking in the calculation of the tenant's rentable square feet. This becomes less important however if my board feels the annual rent of \$28,000 is reasonable and acceptable although we do need an exact floor plan reflecting our space!

Thanks for the energy you have put into this lease. We are almost there! Can you tell me if we have continued to make payments under the old lease while negotiating the new lease?

Please call or write with questions or comments.

Chuck Toombs

Sent from Blackberry

--

Charles E. Toombs  
McInerney & Dillon, P.C.  
1999 Harrison Street, Suite 1700  
Oakland, CA 94612-4700  
Telephone (510) 465-7100  
FAX (510) 465-8556

---

**From:** Charles Toombs  
**To:** Greg Harman  
**Cc:** 'Stephanie Fries'  
**Sent:** Wed Oct 14 17:52:35 2009  
**Subject:** Fire District Lease to Police District

11/3/2009

Greg:

Attached is a copy of a letter dated October 9, 2009 from the Fire District with the material set forth therein, including a copy of a new lease. I have only now just received it and have not had the chance to review its terms. Can we put this on the agenda for our next meeting?

Chuck Toombs

—  
Charles E. Toombs  
McInerney & Dillon, P.C.  
1999 Harrison Street, Suite 1700  
Oakland, CA 94612-4700  
Telephone (510) 465-7100  
FAX (510) 465-8556

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October 9, 2009

President Toombs and Members of the Board of Directors  
Kensington Police Protection and Community Services District  
c/o McInerney & Dillon  
1999 Harrison Street, Suite 1700  
Oakland, CA 94612

Dear President Toombs and Members of the Board,

Enclosed please find a revised version of the proposed lease prepared in response to the comments in President Toombs's July 22, 2009 memorandum. Also enclosed is a redline version showing the changes to the District's previous proposal.

After considering all of the pertinent factors, the Board proposes to reduce the term of the lease from 10 years to five years and to reduce the annual rent from \$37,200 to \$28,000. This proposal results in a nearly 30% reduction in rent over the previous proposals and provides KPPCSD with a flat-rate rent amount that does not change based on the District's annual expenses for maintenance and capital improvements. With respect to the damages and destruction provision, the Board prefers to leave the provision as proposed in the June 19, 2009 draft. The District desires to retain the maximum flexibility in the event that the building is destroyed.

The KFPD Board is hopeful that this proposal will bring the lease negotiations to a swift conclusion.

Please let me know if you have any questions.

Sincerely,

KENSINGTON FIRE PROTECTION DISTRICT

  
Brenda J. Navellier  
Administrator

Enclosures: October 9, 2009 proposed lease  
September 15, 2009 Letter to Chuck Toombs

1301743.1



September 15, 2009

Chuck Toombs  
Board President  
Kensington Police Protection and Community Services District  
c/o McInerney & Dillon, P.C.  
1999 Harrison Street, Suite 1700  
Oakland, CA 94612

Dear President Toombs,

The Kensington Fire Protection District Board of Directors met on August 12 to discuss your July 22, 2009 memorandum addressed to the District concerning the proposed lease. The District expects to provide a more detailed response to your comments on the proposed lease along with a revised draft following a special meeting and closed session to be held on September 30, 2009.

In the meantime, I wanted to clarify one of the facts in your memorandum. You indicated that the KFPD's proposal equated to monthly rent that is more than \$2.88 per square foot and that this amount is equivalent to market rates for Class A office space in downtown Oakland. Your calculation was based on the District's proposed \$37,200 annual rent for 1,075 square feet of space. Based on our review of the schematic drawings in the lease, the leased square footage is approximately 2,100 square feet. This equates to a monthly per square foot rent of approximately \$1.48, which is less than your counter proposal of \$1.93 per square foot.

Please let me know if you have any questions.

Sincerely,

KENSINGTON FIRE PROTECTION DISTRICT

A handwritten signature in black ink, appearing to read "Brenda J. Navellier", is written over a horizontal line.

Brenda J. Navellier  
Administrator

c: KFPD Board of Directors  
John Bakker, Legal Counsel

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

This Lease ("Lease") is made and entered into, as of \_\_\_\_\_, 2009, by and between the Kensington Fire Protection District ("KFPD" or "Landlord") and the Kensington Police Protection and Community Services District ("KPPCSD" or "Tenant"), who agree as follows:

**Lease Provisions**

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

**Dedicated Parking Spaces**

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

**Term of Lease**

3. The term of this Lease shall be five (5) years commencing on July 1, 2009 ("the Commencement Date") and expiring on June 30, 2014, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term").

**Rent**

4. Beginning with the Commencement Date, Tenant shall pay to Landlord annual rent of \$28,000 in semiannual installments due in advance and payable on January 1<sup>st</sup> and July 1<sup>st</sup> of each year for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction. Concurrently with its execution of this Lease, Tenant has made the semiannual installment payment of \$14,000 that would have been payable on July 1, 2009 had the Lease then been effective.

5. Beginning on the first anniversary of the Lease Commencement Date and on each successive anniversary thereafter during the Lease Term, the annual rent shall be adjusted by the percentage change, if any, in the Consumer Price Index for All Urban Consumers, All Items (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose CMSA, published by the United States Department of Labor, for the month of March as compared with the month of March in the immediately preceding calendar year. Notwithstanding the foregoing, each annual adjustment shall result in an increase of not less than three percent (3%) and not greater than six percent (6%).

**Permitted Use**

6. Tenant shall use the Premises solely as administrative offices for the provision of the governmental

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

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

#### **Termination of Lease Agreement**

7. This agreement may be terminated by either Landlord or Tenant, in writing, with twelve (12) months advance notice of intent.

#### **Repair and Maintenance Obligations**

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

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

#### **Alterations and Additions**

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

#### **Damage and Destruction**

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

elects to pay for such repair; whether the estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or whether the Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

#### **Shared Cost of Utilities**

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

#### **Insurance**

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

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

#### **Indemnification**

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

#### **Assignment and Subleasing**

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

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

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

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

*Lease agreement between KFPD and KCSD for occupancy of Kensington Public Safety building  
July 1, 2009*

**Dispute Resolution**

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

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

**KENSINGTON FIRE PROTECTION  
DISTRICT**, a California special district

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

by: \_\_\_\_\_  
Nina Ramsey  
President of Board of Directors

by: \_\_\_\_\_  
Chuck Toombs  
President of Board of Directors

1251240.2

*Lease agreement between KFPD and KCSD for occupancy of Kensington Public Safety building  
July 1, 2009*

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

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**Dedicated Parking Spaces**

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

**Term of Lease**

3. The term of this Lease shall be five (5) years commencing on July 1, 2009 ("the Commencement Date") and expiring on June 30, 2014, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term").

**Rent**

4. Beginning with the Commencement Date, Tenant shall pay to Landlord annual rent of \$28,000 in semiannual installments due in advance and payable on January 1<sup>st</sup> and July 1<sup>st</sup> of each year for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction. Concurrently with its execution of this Lease, Tenant has made the semiannual installment payment of \$14,000 that would have been payable on July 1, 2009 had the Lease then been effective.

5. Beginning on the first anniversary of the Lease Commencement Date and on each successive anniversary thereafter during the Lease Term, the annual rent shall be adjusted by the percentage change, if any, in the Consumer Price Index for All Urban Consumers, All Items (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose CMSA, published by the United States Department of Labor, for the month of March as compared with the month of March in the immediately preceding calendar year. Notwithstanding the foregoing, each annual adjustment shall result in an increase of not less than three percent (3%) and not greater than six percent (6%).

**Permitted Use**

6. Tenant shall use the Premises solely as administrative offices for the provision of the governmental

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

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

#### **Termination of Lease Agreement**

7. This agreement may be terminated by either Landlord or Tenant, in writing, with twelve (12) months advance notice of intent.

#### **Repair and Maintenance Obligations**

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

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

#### **Alterations and Additions**

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

#### **Damage and Destruction**

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



elects to pay for such repair; whether the estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost; or whether the Building cannot be restored except in a substantially different structural or architectural form than existed before the Casualty.

#### **Shared Cost of Utilities**

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

#### **Insurance**

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

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

#### **Indemnification**

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

#### **Assignment and Subleasing**

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

- (a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;
- (b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and
- (c) Any of change of organization, under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 et seq.), that substantially changes the corporate nature of Tenant.

*Lease agreement between KFPD and KCSD for occupancy of Kensington Public Safety building  
July 1, 2009*

**Dispute Resolution**

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

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

**KENSINGTON FIRE PROTECTION  
DISTRICT**, a California special district

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

by: \_\_\_\_\_  
Nina Ramsey  
President of Board of Directors

by: \_\_\_\_\_  
Chuck Toombs  
President of Board of Directors

1251240.2

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

This Lease ("Lease") is made and entered into, as of ~~July 1,~~ \_\_\_\_\_, 2009, by and between the Kensington Fire Protection District ("KFPD" or "Landlord") and the Kensington Police Protection and Community Services District ("KPPCSD" or "Tenant"), who agree as follows:

**Lease Provisions**

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

**Dedicated Parking Spaces**

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

**Term of Lease**

3. The term of this Lease shall be ~~ten~~ five (5) years commencing on July 1, 2009 ("the Commencement Date") and expiring on June 30, ~~2010-2014~~, unless this Lease is sooner terminated as provided in this Lease ("the Lease Term").

**Rent**

4. Beginning with the Commencement Date, Tenant shall pay to Landlord annual rent of ~~\$37,200~~ \$28,000 in semiannual installments due in advance and payable on January 1<sup>st</sup> and July 1<sup>st</sup> of each year for the duration of the Lease Term, without any prior demand, abatement, setoff, or deduction. Concurrently with its execution of this Lease, Tenant has made the semiannual installment payment of \$14,000 that would have been payable on July 1, 2009 had the Lease then been effective.

5. Beginning on the first anniversary of the Lease Commencement Date and on each successive anniversary thereafter during the Lease Term, the annual rent shall be adjusted by the percentage change, if any, in the Consumer Price Index for All Urban Consumers, All Items (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose CMSA, published by the United States Department of Labor, for the month of March as compared with the month of March in the immediately preceding calendar year. Notwithstanding the foregoing, each annual adjustment shall result in an increase of not less than three percent (3%) and not greater than six percent (6%).

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- (a) Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;
- (b) Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and
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*Lease agreement between KFPD and KCSD for occupancy of Kensington Public Safety building  
July 1, 2009*

**Dispute Resolution**

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

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

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

by: \_\_\_\_\_  
Nina Ramsey  
President of Board of Directors

by: \_\_\_\_\_  
Bill Wright  
President of Board of Directors

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# NEW BUSINESS

#5 - Presentation by Brown Taylor, Special Employee to the District, of Draft Kensington Police Protection and Community Services District Staff Report on Feasibility Study for Outsourcing Police Services by Contract with the El Cerrito Police Department for review and discussion by Board.

## **Kensington Police Protection and Community Services District Staff Report**

**DATE:** November 12, 2009

**TO:** Kensington District Board of Directors

**FROM:** Brown Taylor, Special Employee to the District Board

**SUBJECT:** **Feasibility Study for Outsourcing Police Services by Contract with the El Cerrito Police Department.**

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### **Recommendation:**

**That the District Board Accept this Draft Final Report for Information, Comment, and Clarification of Content, for Revision to "Final Report Form" at the December 10, 2009 District Board Meeting.**

### **Introduction:**

This Study was to determine the "Feasibility" of Contracting Police Services with the El Cerrito Police Department. Negotiations were not part of this process but rather an assessment of required resources and associated fees with the El Cerrito Executive Staff to meet the following assumptions.

- That the high level of service now provided to the Kensington Community be the minimum planning threshold.
- That Kensington retain identity as the "Kensington Police Department"
- That the assessment of fees be fair and equitable for each community.

The El Cerrito Staff displayed genuine interest in providing professional service that would meet Kensington's needs with the understanding that these discussions were preliminary and a precursor to any potential further focus on formal contract development.



## **Background and Analysis:**

### **Background:**

The primary issue that led to this study was concern over the current and projected escalating cost of maintaining the District Police Department. In fiscal year 2008/09, the final adopted District budget displayed a projected deficit (expense vs. revenue) of \$265,581 and for the 2009/10 budget another projected deficit of \$364,265. The primary District expense is for Police Services at approximately 84.7% of the operating budget.

In 1980, residents of Kensington approved resolutions 84-01 and 84-02, setting into motion a proposal for a special tax and special election for the special tax. In 1997, following several years of tax application, the voters established a “cap” on these special tax fees now in place today. An amendment to the 1997 action is now being developed for voter deliberation that would propose an increase to this special tax to maintain revenues sufficient to support existing Kensington Police service levels.

With the emergence of this proposed amendment members of the District Board wanted to explore, for a better comparative understanding of police service delivery alternatives, the feasibility of contracting for police services with the City of El Cerrito. Two Board Members solicited preliminary interest and feasibility evaluation from the El Cerrito City Manager and Chief of Police to provide services for the District of Kensington. This information, developed in the first quarter of 2009, was used as a basis for this summary feasibility study

### **Analysis:**

There are a number of positive aspects offered by the El Cerrito Police Department, (ECPD), to provide contract police service for Kensington. The ECPD with its proximity, (16 miles of common boarder), contemporary full service orientation, peripheral programs, (traffic, school resource officers, crime prevention) and depth of resource, certainly has capacity to provide desired contract services for Kensington.

Kensington, however does not have need for all services provided by ECPD but would require specific field patrol and support services to meet service level objectives.

The next table illustrates the services required.

**Core Contract Resources**

<b>Position / Function</b>	<b>Description of Contract Service</b>
Six Patrol Officer (Six New Officers)	Analysis of community "calls-for-service" identified that six (6) patrol officers are necessary to provide for existing levels of field patrol coverage, (50% proactive time, vacation house checks, senior, and residential key programs). Officers will work 'exclusively for Kensington from the existing Kensington Public Safety Facility, in Kensington uniform and operating marked Kensington vehicles, 24/7.
Field Supervision (No Additional Sergeants Required)	ECPD now deploys four (4) Field Patrol Teams, each supervised by a field sergeant responsible for team personnel and activity management. ECPD sergeants are scheduled to provide supervision 24/7. Kensington officers will be will receive the same supervision as other patrol team members in terms of on-site assistance with critical or unusual incidents, scheduling / staffing issues – planning, field report review, performance evaluations.  • No additional staff will be required to support Kensington Officers
Investigations	ECPD now employs a six member investigative unit. Predicated on the Kensington investigative workload analysis of felony and misdemeanor crimes, the resources of a part time detective, (20 hours per week) would be required to maintain existing service levels. Report information generated by Kensington field patrol officers will be processed and referred as appropriate for follow-up investigation by this detective.  • No additional staff will be required to support Kensington Officers.
Support Services	ECPD now employs a 6 member support services unit that performs general records management functions that include incident report processing, subject indexing, and statistical reporting. This unit will process the Kensington workload (8% of the combined workload of each agency) generated by the Kensington officers and investigative detective. Monthly and annual statistical reports will be specific to Kensington, not a composite of both agencies.  • No additional staff will be required to support Kensington Officers.
Administrative Oversight	Administrative oversight is allocated by "chain of command" (line of authority) of the six (6) additional officers required for Kensington field patrol. This administrative oversight is built in for personnel administrative purposes that include among other duties, personnel processing (payroll, benefits) training, administration of personnel misconduct complaints, etc.  • No additional staff will be required to support Kensington Officers.

The staff and proposed duties, although developed through objective analysis and consensus is certainly subject to negotiation if discussions move to a future stage of contract development.

Kensington would retain the General Manager / Chief of Police position to provide contract oversight and continue with other District duties. The District Secretary and the Police Service Aide position would also remain with the District in their same capacities.

**Transition:**

A major component of outsourcing police services is the transition and associated costs moving from the independent police department to contract services. Significant with this transition is the projected time and associated costs.

The projected timeframe is eighteen (18) months. Although many of the elements of this transition are standard, two issues surface that should be acknowledged. First is the potential impact on existing personnel and the other is the recent ordinance adopted by the Board that requires voter approval to move from an independent police department to a contract for police services by another law enforcement agency.

Existing Personnel: During this transition period the current police personnel will be searching for other employment if not granted some form of “direct appointment” with ECPD in the early phase of the contract negotiations. This is not the current policy of ECPD. There will need to be some form of cost for “retention bonuses” or for hiring replacement officers and their training if this issue is not resolved. This transition will also impact those that chose to remain in terms of filling in for positions vacated through attrition.

District Ordinance: The process of gaining voter approval to replace the independent Kensington Police Department with a contract for police service is projected to take four to six months. The process of public outreach could begin with the decision by the Board to move into preliminary negotiations to identify terms and conditions of a potential contract for police services. These negotiations would certainly be predicated on the District’s inability to fund police services at the existing level and that contracting would offer an attractive alternative in terms of full or modified service.

Transition Plan costs are identified in the Fiscal Impact Section.

**Fiscal Impact:**

Projected costs with the ECPD using the 2009 / 10 financial plans for each of the two agencies would realize an estimated annual savings of \$157,919.

**Summary Cost Comparison of Contract Service**

<b>Cost Factor Description</b>	<b>Cost</b>
Cost to Kensington Today for Police Services – 2009 / 2010 Budget	\$2,195,012
Total Cost if Contracting with El Cerrito	\$2,037,093
Saving to Kensington by Contracting with El Cerrito	<b>\$157,919</b>
Cost Associated with the Transition to Contract Services – Over 18 Months	\$459,000

The following table illustrates a comparative summary of “projected contract costs” for Kensington with El Cerrito vs. current costs of providing police services.

**Summary of Kensington Costs**

<b>Cost Factor Description</b>	<b>Projected Contract Costs for Kensington</b>	<b>Kensington Annual Operating Costs</b>
<b>Police Salary and Benefits for Kensington</b> • These costs are for the Kensington Staff. Projected Contract Costs are for the remaining Kensington staff funded in this police budget section and current / retiree medical expense.	\$513,339	\$1,811,512
<b>Police Expense</b> • Projected contract costs are primarily associated with the Communications / Records Management contract and vehicle fuel and maintenance expense retained by Kensington.	\$231,965	\$270,600
<b>Police Related District Expense</b> • These costs are for legal counsel and criminal justice network fees.	\$10,400	\$82,900
<b>Police Related Capital Outlay Expenses</b> • Vehicle replacement	\$30,000	\$30,000
<b>Sub Total – Direct Costs that Kensington Would Continue to Pay With and Without Contractual Support from El Cerrito.</b>	<b>\$785,704</b>	<b>\$2,195,012</b>
<b>El Cerrito Contract Expense for Police Services</b> • Fees charged by El Cerrito for six officers, support functions, and administrative overhead.	\$1,251,659	\$00.00
<b>TOTAL COST TO KENSINGTON</b>	<b>\$2,037,093</b>	<b>2,195,012</b>
<b>Projected Cost Savings to Kensington by Contracting with El Cerrito</b>	<b>\$157,919</b>	

**Table Note:**

\* For Contract Costs Kensington would continue to pay \$785,704 for ongoing expenses specific to the law enforcement mission in addition to the \$1,251,659 for direct and indirect personnel and service support from El Cerrito.

Also associated with “contract services” are projected Kensington costs for transition to contract services. These one-time costs of approximately \$459,000 are primarily associated with the recruitment, background, training and orientation of the six new officers required to staff Kensington. Some of these costs could potentially be reduced through contract negotiations and / or change in policy regarding the transfer of

Kensington police officers to ECPD following the required background process. This cost would span a period of the eighteen months projected to complete the transition.

The following table displays the “direct” and “indirect” personnel costs and fees for personnel services with ECPD and potential new revenues to El Cerrito resulting from the contract:

**Total Projected El Cerrito Costs for Contract Services**

<b>Position</b>	<b>Annual Cost for Services</b>	<b>Additional Staff Yes / No</b>	<b>New Revenue to El Cerrito (by using existing staff)</b>
Six Patrol Officers	\$895,985	Yes	Difference Between Actual Officer Expense and Top Step Offers Opportunity for Negotiation
Field Supervision	\$161,304	No	\$161,304
Support Service	\$44,404	No	\$44,404
Investigations	\$74,225	No	\$74,225
Admin. Overhead	\$75,741	No	\$75,741
<b>TOTAL CHARGE TO KENSINGTON</b>	<b>\$1,251,659</b>		<b>\$355,674</b>

**Conclusion:**

Initial preliminary evaluation of the potential of outsourcing police services to ECPD displayed promise in terms of reduced costs through economy of scale, proximity of the provider and depth of resource offered for specialized services. A more in-depth evaluation of Kensington on-going direct costs, refined ECPD fair and equitable fees for required services, the cumbersome and costly transition process and potential adverse impact on the existing Kensington staff, suggest sufficient economies and / or service enhancements are not present to focus immediately on contracting as a service alternative.

**Alternatives:**

**1. Contract Services for Twelve (12) Hours Per Day: Estimated Savings \$543,781**

The following is a summary analysis using the same assumptions and staffing criteria modified to provide coverage for the twelve (12) hour period between the hours of 8:00 a.m. and 8:00 p.m. Service demand for this period represents 73.3% of all calls-

for-service, (2007 Police Services Study). 73.3% of average of annual calls-for-service for the past three years, (2,410) is 1,716. Calls received during the evening hours at 23.7% are 643 annually or two (2) calls per day for this time period.

During the evening hours Kensington would become part of the ECPD deployment (Beat) structure for general patrol and response to the projected two calls per day during the hours of 8:00 p.m. to 8:00 a.m.

Personnel	Service Description	Cost
Three (3) Contract Officers	Three (3) officers required to assure Kensington field patrol coverage for 12 hours per day.	\$447,993
Night Field Support	General ECPD field patrol coverage for Kensington.	Est. \$100,000
Supervision	First Line Supervision. Same 24/ 7 coverage	\$161,304
Investigations	Detective ½ time (20 hours per week)	\$74,225
Support Services	Same Support Service support	\$44,404
Administrative	As the (new officer) contract staff is reduced by ½ (6 officers to 3 officers) Administrative oversight is reduced by ½ .	\$37,871
Total Cost		\$865,797
Cost for Six Officers	Kensington coverage 24/7	1,251,659
Potential Saving	Kensington coverage 12 hours per day – 8 a.m. / 8 p.m.	\$385,862
Total Saving	Total saving when compared to existing annual expense for Kensington Police Services (\$2,195,012 – \$1,651,231)	<b>\$543,781</b>

Other economies not included would be transition costs, equipment, and vehicles.

**2. Contract Services with the Contra Costa County Sheriff’s Office was Not Considered Due to Personnel Expense Driven by High Retirement Costs.**

Cities now in a contractual arrangement with the County Sheriff for police services are evaluating service alternatives. The present annual cost of a deputy for contract services is \$186,215 vs. the \$144,978 annual cost for an El Cerrito Officer at top step. The difference resides with retirement costs. The Sheriff pays approximately 91% and El Cerrito through the Cal PERS system pays 40%. County projections are that Deputy compensation will “double” in the next 5 to 6 years due to increasing cost for retirement.



# **Feasibility Study Contract Police Service Alternative**

***DRAFT FINAL REPORT***



Kensington Police Protection and Community Services District  
Contra Costa County, California



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## **EXECUTIVE SUMMARY**

Consulting on Police Services was retained as a “special employee” to the District Board to provide an assessment of matters of significance that relate to the management and general business operations of the District. Within this scope, driven by concern over the current and projected escalating cost of maintaining the District Police Department, the following evaluation of the “feasibility” of contracting for police services with the City of El Cerrito was conducted.

### **1. STUDY METHODOLOGY:**

The Study was to determine the “Feasibility” of Contracting Police Services with the El Cerrito Police Department. Negotiations were not part of this process but rather an assessment of required resources and associated fees with the El Cerrito Executive Staff to meet the following assumptions.

- That the high level of service now provided to the Kensington Community be the minimum planning threshold.
- That Kensington retain identity as the “Kensington Police Department”
- That the assessment of fees be fair and equitable for each community.

The El Cerrito Staff displayed genuine interest in providing professional service that would meet Kensington’s needs with the understanding that these discussions were preliminary and a precursor to any potential further focus on formal contract development.

### **2. STUDY BACKGROUND:**

The primary issue that led to this study was concern over the current and projected escalating cost of maintaining the District Police Department. In fiscal year 2008/09, the final adopted District budget displayed a projected deficit (expense vs. revenue) of \$265,581 and for the 2009/10 budget another projected deficit of \$364,265. The primary District expense is for Police Services at approximately 84.7% of the operating budget.

In addition to developing strategies to increase District revenues through a special tax to maintain revenues sufficient to support the increasing costs of police

service, members of the District Board wanted to explore, for a better comparative understanding of police service delivery alternatives, the feasibility of contracting for police services with the City of El Cerrito.

**3. STRENGTHS OF THE EL CERRITO POLICE DEPARTMENT FOR CONTRACTING:**

There are a number of positive aspects offered by the El Cerrito Police Department, (ECPD), to provide contract police service for Kensington. The ECPD with its proximity, (16 miles of common boarder), contemporary full service orientation, peripheral programs, (traffic, school resource officers, crime prevention, bicycle officers) and depth of resource, certainly has capacity to provide desired contract services for Kensington.

**4. CORE CONTRACT SERVICES:**

Kensington does not have need for all services provided by ECPD but would require specific field patrol and support services to meet service level objectives.

The following table illustrates the services required.

<b>Core Contract Resources</b>	
<b>Position / Function</b>	<b>Description of Contract Service</b>
Six Patrol Officer (Six New Officers)	Analysis of community "calls-for-service" identified that six (6) patrol officers are necessary to provide for existing levels of field patrol coverage, (50% proactive time, vacation house checks, senior, and residential key programs). Officers will work 'exclusively for Kensington from the existing Kensington Public Safety Facility, in Kensington uniform and operating marked Kensington vehicles, 24/7.
Field Supervision (No Additional Sergeants Required)	ECPD now deploys four (4) Field Patrol Teams, each supervised by a field sergeant responsible for team personnel and activity management. ECPD sergeants are scheduled to provide supervision 24/7. Kensington officers will be will receive the same supervision as other patrol team members in terms of on-site assistance with critical or unusual incidents, scheduling / staffing issues – planning, field report review, performance evaluations.  • No additional staff will be required to support Kensington Officers.
Investigations	ECPD now employs a six member investigative unit. Predicated on the Kensington investigative workload analysis of felony and misdemeanor crimes, the resources of a part time detective, (20 hours per week) would be required to maintain existing service levels. Report information generated by Kensington field patrol officers will be processed and referred as appropriate for follow-up investigation by this detective.  • No additional staff will be required to support Kensington Officers.

Support Services	<p>ECPD now employs a 6 member support services unit that performs general records management functions that include incident report processing, subject indexing, and statistical reporting. This unit will process the Kensington workload (8% of the combined workload of each agency) generated by the Kensington officers and investigative detective. Monthly and annual statistical reports will be specific to Kensington, not a composite of both agencies.</p> <ul style="list-style-type: none"> <li>• No additional staff will be required to support Kensington Officers.</li> </ul>
Administrative Oversight	<p>Administrative oversight is allocated by "chain of command" (line of authority) of the six (6) additional officers required for Kensington field patrol. This administrative oversight is built in for personnel administrative purposes that include among other duties, personnel processing (payroll, benefits) training, administration of personnel misconduct complaints, etc.</p> <ul style="list-style-type: none"> <li>• No additional staff will be required to support Kensington Officers.</li> </ul>

The staff and proposed duties, although developed through objective analysis and consensus is certainly subject to negotiation if discussions move to a future stage of contract development.

Kensington would retain the General Manager / Chief of Police position to provide contract oversight and continue with other District duties. The District Secretary and the Police Service Aide position would also remain with the District in their same capacities.

## 5. COST AND POTENTIAL SAVINGS FOR CONTRACT SERVICES

Projected costs with the ECPD using the 2009 / 10 financial plans for each of the two agencies would realize an estimated annual savings to Kensington of \$157,919.

### Summary Cost Comparison of Contract Service

Cost Factor Description	Cost
Cost to Kensington Today for Police Services – 2009 / 2010 Budget	\$2,195,012
Total Cost if Contracting with El Cerrito	\$2,037,093
Saving to Kensington by Contracting with El Cerrito	<b>\$157,919</b>
Cost Associated with the Transition to Contract Services – Over 18 Months	\$459,000

The next table illustrates a comparative summary of "projected contract costs" for Kensington with El Cerrito vs. current costs of providing police services.

**Summary of Kensington Costs**

Cost Factor Description	Projected Contract Costs for Kensington	Kensington Annual Operating Costs
<b>Police Salary and Benefits for Kensington</b> • These costs are for the Kensington Staff. Projected Contract Costs are for the remaining Kensington staff funded in this police budget section and current / retiree medical expense.	\$513,339	\$1,811,512
<b>Police Expense</b> • Projected contract costs are primarily associated with the Communications / Records Management contract and vehicle fuel and maintenance expense retained by Kensington.	\$231,965	\$270,600
<b>Police Related District Expense</b> • These costs are for legal counsel and criminal justice network fees.	\$10,400	\$82,900
<b>Police Related Capital Outlay Expenses</b> • Vehicle replacement	\$30,000	\$30,000
<b>Sub Total – Direct Costs that Kensington Would Continue to Pay With and Without Contractual Support from El Cerrito.</b>	<b>\$785,704</b>	<b>\$2,195,012</b>
<b>El Cerrito Contract Expense for Police Services</b> • Fees charged by El Cerrito for six officers, support functions, and administrative overhead.	\$1,251,659	\$00.00
<b>TOTAL COST TO KENSINGTON</b>	<b>\$2,037,093</b>	<b>2,195,012</b>
<b>Projected Cost Savings to Kensington by Contracting with El Cerrito</b>	<b>\$157,919</b>	

**Table Note:**

\* For Contract Costs Kensington would continue to pay \$785,704 for ongoing expenses specific to the law enforcement mission in addition to the \$1,251,659 for direct and indirect personnel and service support from El Cerrito.

The following table displays the “direct” and “indirect” personnel costs and fees for personnel services with ECPD and potential new revenues to El Cerrito resulting from the contract:

**Total Projected El Cerrito Costs for Contract Services**

<b>Position</b>	<b>Annual Cost for Services</b>	<b>Additional Staff Yes / No</b>	<b>New Revenue to El Cerrito (by using existing staff)</b>
Six Patrol Officers	\$895,985	Yes	Difference Between Actual Officer Expense and Top Step Offers Opportunity for Negotiation
Field Supervision	\$161,304	No	\$161,304
Support Service	\$44,404	No	\$44,404
Investigations	\$74,225	No	\$74,225
Admin. Overhead	\$75,741	No	\$75,741
<b>TOTAL CHARGE TO KENSINGTON</b>	<b>\$1,251,659</b>		<b>\$355,674</b>

**6. STUDY TRANSITION PLAN AND ASSOCIATED COST**

A major component of outsourcing police services is the transition and associated costs moving from the independent police department to contract services. Significant with this transition is the projected time and associated costs.

The projected timeframe is eighteen (18) months. Although many of the elements of this transition are standard, two issues surface that should be acknowledged. First is the potential impact on existing personnel and the other is the recent ordinance adopted by the Board that requires voter approval to move from an independent police department to a the provision of contract services by another law enforcement agency.

Existing Personnel: During this transition period the current police personnel will be searching for other employment if not granted some form of “direct appointment with ECPD in the early phase of the contract negotiations. This is not the current policy of ECPD. There will need to be some form of cost for “retention bonuses” or for hiring replacement officers and their training. This transition will also impact those that chose to remain in terms of filling in for positions vacated through attrition.

District Ordinance: The process of gaining voter approval to replace the independent Kensington Police Department with a contract for police service is projected to take four to six months. The process of public outreach could begin with the decision by the

Board to move into preliminary negotiations to identify terms and conditions of a potential contract for police services. These negotiations would certainly be predicated on the District's inability to fund police services at the existing level and that contracting would offer an attractive alternative in terms of full or modified service.

Also associated with "contract services" are projected Kensington costs for transition to contract services. These one-time costs of approximately \$459,000 are primarily associated with the recruitment, background, training and orientation of the six new officers required to staff Kensington. Some of these costs could potentially be reduced through contract negotiations and / or change in policy regarding the transfer of Kensington police officers to ECPD following the required background process. This cost would span a period of the eighteen months projected to complete the transition.

**7. ADVANTAGES AND DISADVANTAGES OF CONTRACT SERVICES:**

The following points, developed during the study process, summarize the "advantages" and "disadvantages" for the District of Kensington by contracting with the City of El Cerrito for law enforcement services.

Factor	Description / Key Issues
<b>ADVANTAGES</b>	
Reduced Cost	Reduced costs for providing police services to Kensington. Pay for only those line service delivery resources required to maintain existing or desired levels of service.
Recruitment / Training	Recruitment and personnel processing, orientation and training becomes the function of El Cerrito.
More Time for GM/COP	Will provide the General Manager with more time for other District related duties
Reduced Personnel Administration	District staff reduced to General Manager, District Secretary, and Community Services Officer. Payroll, Benefits, Employee Orientation
Access to Special Resources	Contracting with another law enforcement agency allows Kensington to leverage the resources of the "full service" El Cerrito Police Department.
Common Boarder	El Cerrito is contiguous to Kensington, (approximately 16 miles)
El Cerrito and Kensington are on the Same Radio Frequency	El Cerrito and Kensington are on the same radio frequency. No modifications of radio / emergency communications infrastructure will have to be modified as a result of a contract. Kensington 9-1-1 service and dispatch will remain that same with specific call management for Kensington Residents.
Administrative Oversight	Time and expense associated with the planning and administration of mandated and perishable skills training, personnel administration and personnel misconduct complaint management will reside with El Cerrito.
	Contract Officers to be in Kensington police uniforms and in

Kensington Retains Identify	Kensington Marked police vehicles. Contract Officers are selected from a pool of El Cerrito Officers through a community panel Chaired by the District General Manager. General Manager to disqualify "contract staff" that are not a good Kensington "fit". The Public Safety Facility will continue to be the point of community contact for Police Service Business
Established Good Working Relationship.	Displayed past history of good line level (field officer) working relationship
Field Supervision – 24/7	First line field supervision and patrol team management immediately available 24/7.
Enhanced Coordination of Resource for Critical Incident Response	Coordination and Resource (personnel) Management of response to critical of unusual Kensington incidents will be facilitated due to the affiliation that the Contract Kensington Officers will have as a component of the El Cerrito Field Patrol Team.
Kensington Officers No Longer Work Alone	Kensington Field Officers are no longer required to work alone as is the current practice with no formal El Cerrito affiliation
Kensington Receives Immediate Back-up Support	Kensington will have immediate field response coverage when the Kensington Contract Officer is out of service on a call or arrest when formerly another officer was called in early or from "off-duty" to provide field coverage.
<b>DISADVANTAGES</b>	
Defining and Accounting for Contract Terms and Goals	Maintaining specific contract terms, goals and objectives and evaluation of service by the General Manager requires detailed and timely accounting.
Contract Staff Attrition	Contract Personnel Staff attrition in less than the established term of four years impacting ability to develop long-term District relationships
Limited Depth of Resource at the Police Officer Level for Kensington Appointment	Limited depth of resource for the selection of six (6) Kensington Officers from an available pool of 36 classified as police officers. Limited interest to work Kensington could require unsolicited unilateral administrative assignment to Kensington to fulfill contract terms.
Kensington "Loss of Control"	Perception of "loss of control" for police services. Personnel costs associated with wage and benefits. Enforcement philosophies. Executive Team (Chief) transition – change in philosophy. Assurance of specific Kensington Officer coverage 24/7
Current Kensington Officers Not Guaranteed Positions with El Cerrito	Kensington Officers are not eligible for "Direct Appointment" to El Cerrito. Existing El Cerrito policy is that all lateral applicants pass initial testing for employment consideration. <ul style="list-style-type: none"> <li>• Adverse personal impact on Kensington personnel</li> <li>• Kensington Officers will look for other employment during Transition</li> <li>• Expense associated with "retention bonus" / hiring incentives</li> <li>• Attrition impact on those officers that stay</li> </ul>
Start-up Costs to Restore Independent Police Department Would be Costly	Start-up costs to restore police services in terms of recruitment, training, transition planning, would be costly.
Transition to Contract Services is Projected to Take 18 Months and Expensive at a Project \$459,000	Transition Plan that is projected to take eighteen (18) months. Transition elements are: <ul style="list-style-type: none"> <li>• Political / Community endorsement</li> <li>• For Kensington, voter approval to move forward, (Ordinance passed 10/2009.</li> <li>• Hiring of six Kensington Contract Officers.</li> <li>• Existing Kensington personnel attrition if existing El Cerrito hiring policies are not modified.</li> </ul>



## **8. STUDY CONCLUSION**

Initial preliminary evaluation of the potential of outsourcing police services to ECPD displayed promise in terms of reduced costs through economy of scale, proximity of the provider and depth of resource offered for specialized services. A more in-depth evaluation of Kensington on-going direct costs, refined ECPD fair and equitable fees for required services, the cumbersome and costly transition process and potential adverse impact on the existing Kensington staff, suggest sufficient economies and / or service enhancements are not present to focus immediately on contracting as a service alternative.

# CHAPTER 1

## INTRODUCTION TO THE STUDY

Consulting on Police Services was retained as a “special employee” to the District Board to provide an assessment of matters of significance that relate to the management and general business operations of the District.

Within the scope of this authority, this report serves as a “summary feasibility study” for outsourcing police services by contract with the El Cerrito Police Department as an alternative for maintaining the present District Police Department.

The primary issue that led to this study was concern over the current and projected escalating cost of maintaining the District Police Department, and subordinately, internal issues of personnel conflict and associated issues of alleged misconduct, that have resulted in increased organizational mitigation costs (legal / consulting) that have existed over the term of the past three Police Administrations, (five to eight years). Aside from the aforementioned issues the Kensington Community continues to express satisfaction with the “high level” of general and specific services provided by the Police Department.

In fiscal year 2008/09, the final adopted District budget displayed a projected deficit (expense vs. revenue) of \$265,581 and for 2009 / 10 another projected deficit of \$364,265. The primary District expense is “Police Salaries and Benefits”, approximately 73.7%, and “Other Police Expense” at 11% for approximately 84.7% of the 09 / 10 adopted operating budget. With police personnel and Cal PERS retirement costs (now at 40%), an increase in District deficit spending promoted by police service expense is projected to continue.

In 1980, the residents of Kensington approved resolutions 84-01 and 84-02, setting into motion a proposal for a special tax and special election for the special tax. The voters approved additional increase or separate taxes in 1984,1993,1994, and 1997. In 1997 the voters established a “cap” on special tax fees now in place today, which are:

- \$300.00 per single family residential / miscellaneous improved properties
- \$450 for multiple unit and commercial / industrial properties.
- \$90.00 for unimproved property

An amendment to the Special Assessment Resolutions is now being developed for voter deliberation that proposes an increase to the special tax to maintain revenues to support existing Kensington Police service levels.

Additionally, with the emergence of this proposed amendment members of the District Board wanted to explore, for a better comparative understanding of police service delivery alternatives, the feasibility of contracting for police services with the City of El Cerrito. Two Board Members solicited preliminary interest and feasibility evaluation from the El Cerrito City Manager and Chief of Police to provide services for the District of Kensington. This information, developed in the first quarter of 2009, was used as a basis for this summary feasibility study.

Study methodologies were, through a series of meetings and information exchange with the El Cerrito Chief of Police, to bring to the District Board and Kensington Community a feasibility evaluation of potential costs and associated issues of contracting for police services with the City of El Cerrito. "Negotiations" were not part of this process. This Feasibility Study then would be a precursor to a more in depth evaluation should sufficient economies be present and interest by the Board in moving to the next phase. These meetings were supported with 2009/10 financial plans, current and forecasted wage and benefits schedules, past and present agency workload comparisons, agency staffing and associated deployment plans, bargaining unit contracts, and descriptive analysis of current service levels and associated costs. Again, the focus of these meetings and information exchange was to develop a common understanding of services, resources, and issues and feasibility of a potential contractual relationship for a contract for police services. Negotiation of Terms for a potential contract was not part of the process. General topics of focus were:

- El Cerrito Political Environment and Feasibility to Move Forward.
- Basic Contract Structure and Fee Assessment.
- Service Requirement to Maintain Kensington Existing Service Levels.
- El Cerrito Personnel and Resource Capacity
- Peripheral, Support Services / Administrative Services Support

- Transition of Service / Potential Issues.
- Existing "Third Party" Contracts / Retention of Certain Operations
- Contract Elements
- Term of Contract

Draft and final information and analysis as developed was reviewed by a project Steering Committee, comprised of two District Board Members, a Community Member and the General Manager / Chief of Police. Additionally, this same information was sent to the El Cerrito Chief of Police for review and potential comment.

# CHAPTER II

## DEMOGRAPHIC, RESOURCE, WORKLOAD PROFILE

This Chapter provides profile descriptive information pertaining to each of the two organizations in an effort to describe demographic relationships, services, staffing, organization, operations and workload information.

The profile is used as a tool to identify capacity, depth of resource, economies of scale, positive and negative aspects, issues of potential conflict or concern, and certainly issues for discussion during potential contract negotiations. When appropriate reference will be made to preliminary contract terms and conditions that will appear later in this study.

The profile was developed through interviews, review of annual budgets, statistical reports, collection of field workload data from the Richmond Communications Center, demographic information from LAFCO reports (Dudek Consulting, October 2009), City-Data.com, and work with the El Cerrito staff.

The sections that follow provide:

- Summary Demographic Description for Kensington and El Cerrito
- Summary Description and comparison for Each of the Two Police Department, in terms of Resource, Workload, Structure and Service.
- Positive and Negative Aspects Associated with El Cerrito Providing Contract Services for Kensington.

### **1. GENERAL DEMOGRAPHIC INFORMATION FOR KENSINGTON AND EL CERRITO**

The City of El Cerrito encompasses an area of approximately 3.7 square miles and is bounded on the southeast by the District of Kensington community. El Cerrito's Sphere of Influence is approximately 4.8 square miles and includes Kensington. The City is considered a "built-out bedroom community" with a population of approximately 22,514.



Kensington is approximately one (1.15) square miles with 5,327 residents. The District resides along the El Cerrito Southern boarder.

The contiguous boarder between the two is approximately sixteen, (16) miles.

**Demographic Information for Kensington and El Cerrito**

City / Town	Population	Sq. Miles	Median Income	09/10 Police Budget	Cost Per Resident
Kensington	5,327	1.15	\$111,943	2,132,642	\$400.00
El Cerrito	22,514	3.65	\$68,727	9,028,923	\$401.00
<b>TOTAL</b>	<b>27,841</b>	<b>4.8</b>			
<b>Percent</b>	<b>19% / 81%</b>	<b>24% / 76%</b>			

**Table Note:**

- Police Service Cost per capita for Kensington is \$400.00 per resident.
- Police Service Cost per capita for El Cerrito is \$401.00 per resident.
- Population Density for Kensington @ 4,600 people per square mile is average
- Population Density for El Cerrito @ 6,096 people per square mile is high

**2. KENSINGTON / EL CERRITO POLICE DEPARTMENT BACKGROUND INFORMATION**

Each of the two agencies are full service police departments that differ only in scope of service provided. El Cerrito operates various programs through each of three divisions, Field Operations, Administrative and Support Services, and Investigations. The Department is authorized to have 45 sworn officers with 10.5 civilian employees.

Kensington, with ten (10) authorized sworn positions and two (2) part time non-sworn positions provides general law enforcement police service 24/7. These services include high service level programs such as vacation house checks, senior monitoring program, and residential key / house check / alarm program, all of which are not typically offered by law enforcement as standard on-going programs. These programs will certainly be a significant negotiation component for inclusion with contract services. Additionally, the Department provides investigative support, (one investigator) and administrative and support services support. As reflected inn the following two tables, ratios in all categories range between eight (8%) and ten (10%) percent.

### Police Staff and Activity Information

City / Town	Sworn	Officers per 1,000 Residents	Non-Sworn	Calls for Service C/Y 2008	2007 Part I Offenses
Kensington	10	1.9	2.	3,332	130
El Cerrito	45	2.0	10.5	16,763	1,318
<b>TOTAL</b>	<b>55</b>	<b>2.0</b>	<b>12.5</b>	<b>20,095</b>	<b>1,448</b>
<b>Percent</b>	<b>18% / 82%</b>			<b>17% / 83%</b>	<b>9% / 91%</b>

**Data Source**

- Calls for Service Numbers from Richmond Billing for 2008

### El Cerrito / Kensington Part I Offense Comparison

Year	Part 1 Offenses El Cerrito	Part I Offenses Kensington	Total Part I Offenses	El Cerrito Percent	Kensington Percent
2006	1,644	132	1,776	93%	7%
2007	1,318	129	1,447	91%	9%
2008	1,208	120	1,328	91%	9%
<b>TOTAL</b>	<b>4,170</b>	<b>381</b>	<b>4,551</b>	<b>92%</b>	<b>8%</b>
<b>Average</b>	<b>1,390</b>	<b>127</b>	<b>1,517</b>	<b>92%</b>	<b>8%</b>

**Data Source:**

- Kensington – In-house Statistical Information
- El Cerrito - Crime Statistics Posted on Department Web-Site for 06,07. FBI Statistics for 2008.

Both Departments contract with the State and other local agencies for certain support services. Police dispatching and radio communications are contracted with the Richmond Police Department. The County provides forensic services and animal control. Both are in a consortium with other West County police agencies for a joint Records Management System, and West County Narcotics Task Force. Each Department will retain these separate third part contracts for these support services under the preliminary discussed feasibility of contract terms. Kensington in this regard continues to pay for services directly associated with police activity generated by the Kensington community.

Both Departments now operate and would continue to operate from their respective "Public Safety Facilities". The El Cerrito Police Department is housed in the El Cerrito Public Safety Building located in the City Hall Complex with Fire Station 71 (Fire Administration). This facility needs to be replaced due to seismic issues, lack of space, and outdated features. Funding sources or a specific location for this estimated \$25 million dollar project have not yet been identified. Kensington Police use a Public Safety Facility that is housed with and leased from the Kensington Fire Protection District. Contract personnel would conduct all Kensington business from this facility as services are now provided bearing Kensington uniforms and driving Kensington marked patrol vehicles.

### **(1) Kensington Police Department**

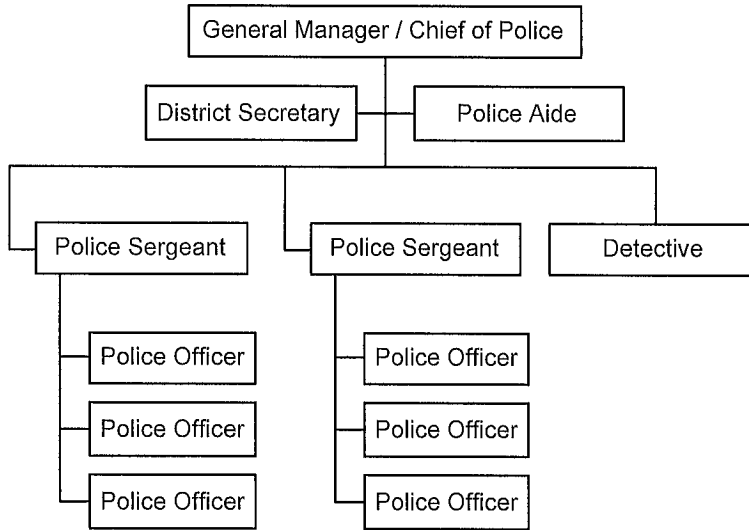
As stated previously, there are currently 12 paid positions in the District, which include the General Manager / Chief of Police, two Police Sergeants, one detective, six patrol officers, one Police Services Aide (part time), and the District Secretary / Park Administrator (part time). The GM/COP is the top administrator for the District and is responsible for the law enforcement function. The Police Sergeants provide first line supervision and are generally on call for critical incidents when off duty. They are provided with clerical support from the Police Aide and District Secretary for general personnel administration, statistical (crime and incident) reporting, and scheduling oversight.

The District Secretary and Police Aide would be retained as District employees if El Cerrito were engaged for contract services. They would continue to provide community related disaster preparedness / crime prevention services and provide general contract administration, equipment maintenance coordination, and accounts payable for District Police Services.

The following Chart of Organization displays the alignment of personnel when at full authorized staffing.



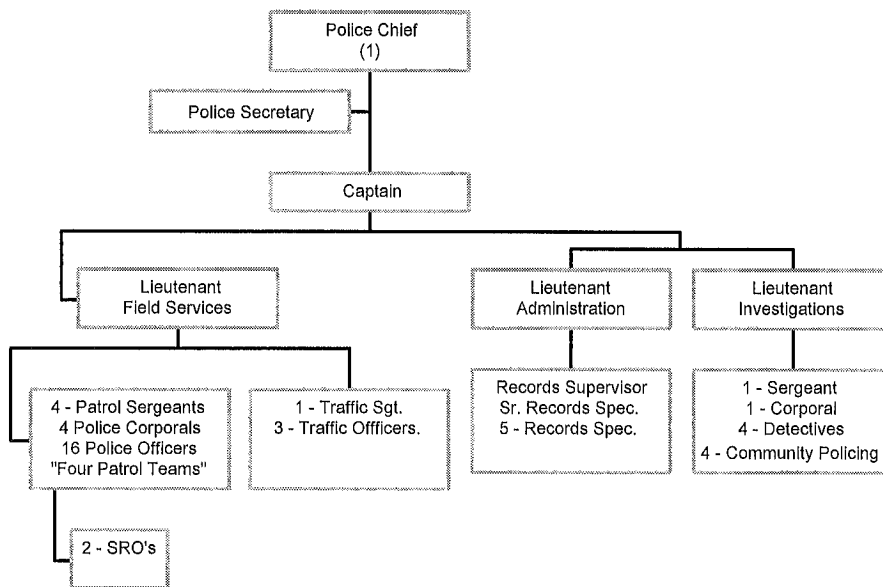
### Kensington Chart of Organization



## (2) The El Cerrito Police Department

The following displays a summary overview of the basic Chart of Organization for the City of El Cerrito Police Department, followed by a table that provides a list of staff positions and a summary of job tasks.

### City of El Cerrito Police Department - Summary Chart of Organization



The table of organization presented above is a proposed structure that will be in place in January of the 09 /10 fiscal year. The Police Chief will have direct supervision of one Captain. The Captain will manage the daily operations of the three main segments of the Department, Field Services, Administration, and Investigations, each headed by a Lieutenant. This structure will allow the Chief to focus on general administration of the Department, leadership development, future needs and goals of the organization, and monitor closely the potential contract services provided to Kensington.

The current patrol work schedule provides for “Four Patrol Teams” each working a 12 hour shift, (0600 to 1800 & 1800 to 0600). Each of the four Patrol Teams are staffed with a field supervisor, (sergeant) an immediate subordinate, (corporal), and four patrol officers for a total of a six member patrol team. The teams are each deployed to cover three established “patrol beats”. With one officer available as a general support officer, not assigned beat responsibilities.

Six potential “Kensington Contract Officers” (discussed later in this study) would become part of this field deployment structure and assigned specifically to Kensington with field supervision and personnel resource support of other patrol team members.

The following table provides a list of “major program” staff positions for the El Cerrito Police Department and a summary of their job tasks. Incorporated in “italicized font” are support services that would be provided with a potential contract.

**El Cerrito Police Department Summary Job Description Profile**

Service Area	# of Personnel	Staffing Approach / General Functions
<b>Sworn Management Staffing</b>	1 Chief 1 Captain	<p>The Chief provides overall leadership, direction and management of the Department and has a significant role in daily operations; the Captain provides general support to the Chief and has direct oversight of daily operations and functioning of the Department.</p> <p><b>Kensington:</b> (Chief 10%, Captain 10.1%)  <ul style="list-style-type: none"> <li>• <i>Personnel Administration, Contract administration, Kensington Liaison, Board Presentations, Kensington Office Hours.</i></li> </ul> </p>
<b>Field Operations Division</b>	1 Lieutenant	<p>Subordinate to the Captain, provides administration, management and direction for the Field Operations Division, Patrol, School Resource Officer Program, and the Traffic Program.</p> <p><b>Kensington:</b>  <ul style="list-style-type: none"> <li>• <i>Patrol Commanders, (Lieutenant) provides personnel administration for additional Kensington personnel, (14.1%)</i></li> </ul> </p>
<b>Field Services Patrol Staffing</b>	4 Sergeants 4 Corporals 16 Officers	<p>Four, six (6) member Patrol teams work 12 hour shifts, deployed evenly over the 24/7 work week. Based on current staffing deployed to handle community generated calls for service workload as well as the time requirements necessary for proactive duties (i.e., directive patrol, traffic enforcement, etc.) and an <u>73%</u> (2080 – 566 = 1518) availability rate for Officers.</p> <p><b>Kensington:</b>  <ul style="list-style-type: none"> <li>• <i>6 contract officers added to this division to provided specific field services for Kensington.</i></li> <li>• <i>Field supervision provided to Kensington Officers by patrol team supervisors 24/7.</i></li> <li>• <i>Kensington staff (6) would become 23.1% of patrol team resource.</i></li> </ul> </p>
<b>School Services</b>	2 School Resources Officer  (one additional SRO recently added)	<p>Two Officers, assigned to the Field Services Division provide School Resource Officer Support to El Cerrito Middle and High Schools.</p> <p><b>Kensington:</b>  <ul style="list-style-type: none"> <li>• <i>SRO supplemental resource available by hourly compensation for short-term specific programs.</i></li> </ul> </p>

Service Area	# of Personnel	Staffing Approach / General Functions
<b>Traffic Enforcement</b>	1 Sergeant 3 Officers	<p>Traffic Team members work a 4/10 plan, M/Sat. Two Team members are assigned to motorcycles and the other two are in marked vehicles.</p> <p>The Sergeant provides Team supervision and Traffic Program Management which requires 40% administrative time.</p> <p>Primary responsibility is to enforce traffic laws. Other tasks include accident investigations when on duty, including responding to major accidents on an on call basis; support of patrol functions as required.</p> <p><b>Kensington:</b></p> <ul style="list-style-type: none"> <li><i>Traffic Team is a supplemental resource available by hourly compensation for short-term specific programs.</i></li> </ul>
<b>Investigative Services Division</b>	1 Lieutenant	Provides overall direction, administration, and management for the Investigative and Crime Prevention Units.
<b>Investigations</b>  <b>Crime Prevention</b>	1 Sergeant 1 Corporal 4 Detectives  4 Police Officers	<p>The Sergeant provides supervision of work unit and follow-up investigation of crimes that occur in El Cerrito. Unit staff work a 4/10 plan with weekends off.</p> <p>1,318 Part I Crimes 330 per four "core investigators. Industry norm is 400 per core investigator.</p> <p>Tasks include investigation of all felony crimes and any other investigations assigned by the Chief, Capt. or Lt., follow-up investigations of persons and property crimes; investigate all of the cases that are related to juvenile offenders (both person and property crimes) child abuse, sexual assault crimes; participate in monthly task force operations (vehicle theft, sex/drug registrant audits); conduct crime trend analysis to provide information for pro-active approach to preventing and reducing crime; education of the public on crime prevention methods.</p> <p><b>Kensington:</b></p> <ul style="list-style-type: none"> <li><i>Contract for ½ time Detective, (20 hours per week) for Kensington follow-up investigative resource.</i></li> <li><i>Crime Prevention is a supplemental resource available by hourly compensation for short-term specific programs.</i></li> </ul>

Service Area	# of Personnel	Staffing Approach / General Functions
<b>Administration and Support Division</b>	1 Lieutenant	Subordinate to the Captain this position provides administration, management and directions for budget construction and management, Department records management, training and personnel management, and policies and procedures.
<b>Records / Information</b>	1 Records Supervisor 1 Sr. Records Specialist 4 Record Specialists	Front counter staffing 5 days per week, 52 weeks per year. Provide supervision for all records related staff and functions. Tasks include: provide front counter services to the public M-F 8-5, data entry of reports, citations, other information into RMS and other records and information systems, process Department warrants, liaison with District Attorney on criminal cases, process/distribute subpoenas to Officers, provide fingerprinting services to the public, respond to requests for information/reports and other miscellaneous clerical/records related tasks.  <b>Kensington:</b> <ul style="list-style-type: none"> <li>• <i>Processing of Kensington generated incident reports, statistical reporting specific to Kensington, business transactions available at Kensington Public Safety Facility.</i></li> <li>• <i>8% of Kensington additional workload incorporated into existing duties.</i></li> </ul>
<b>TOTAL AUTHORIZED STAFFING</b>	<b>55 Full Time</b>	<b>45 sworn and 10.5 civilian staff positions</b>

**Table Notes:**

- Only major Department Programs that might have an impact on Kensington Contract Services were listed.
- With the addition of six (6) Kensington contract officers the authorized strength for the El Cerrito Police Department becomes “61 sworn and 10.5 civilian staff positions”.

**3. Positive and Negative Aspects of Contracting with the City of El Cerrito.**

The following points summarize the positive and negative aspects of the District of Kensington contracting with the City of El Cerrito for law enforcement services:

**Positives:**

- Reduced costs for providing police services to Kensington. Pay for only those line service delivery resources required to maintain existing or desired levels of service.

- Recruitment and personnel processing, orientation and training becomes the function of El Cerrito.
- Will provide the General Manager with more time for other District related duties and / or potential of modifying the work week schedule to part or partial time.
- District staff reduced to General Manager, District Secretary, and Community Services Officer.
- Reduced Personnel Administration time for General Manager and District Secretary.
  - Payroll and Benefic administration
  - New employee orientation
- Contracting with another law enforcement agency allows Kensington to leverage the resources of the “full service” El Cerrito Police Department.
  - Hourly supplement for Traffic Enforcement, School Resource Officer, Crime Prevention, Bicycle Officers, Unmarked Patrol Coverage, and / or additional Investigative duties.
- El Cerrito is contiguous to Kensington, (approximately 16 miles)
- Kensington and El Cerrito Police, and the Kensington Fire District contract with the Richmond Communications Center for Emergency Communications service enhancing a coordinated response to local and regional emergencies.
- El Cerrito and Kensington are on the same radio frequency. No modifications of radio / emergency communications infrastructure will have to be modified as a result of a contract. Kensington 9-1-1 service and dispatch will remain that same with specific call management for Kensington Residents.
- Time and expense associated with the planning and administration of mandated and perishable skills training, personnel administration and personnel misconduct complaint management will reside with El Cerrito.
- Contract Officers to be in Kensington police uniforms and in Kensington Marked police vehicles.
- Contract provision that allows the General Manager to disqualify “contract staff” that are not a good Kensington “fit”. (following consultation with the El Cerrito Chief of Police) within one week after notification.
- Contract Officers are selected from a pool of El Cerrito Officers through a community panel Chaired by the District General Manager who in turn make (non-binding) recommendations to the El Cerrito Chief of Police for Kensington assignment

- The Public Safety Facility will continue to be the point of community contact for Police Service Business promoting “transparency” for the move to contract services.
- Displayed past history of good line level (field officer) working relationship
- First line field supervision and patrol team management immediately available 24/7.
- Coordination and Resource (personnel) Management of response to critical of unusual Kensington incidents will be facilitated due to the affiliation that the Contract Kensington Officers will have as a component of the El Cerrito Field Patrol Team.
- Kensington Field Officers are no longer required to work alone as is the current practice with no formal El Cerrito affiliation.
- Kensington will have immediate field response coverage when the Kensington Contract Officer is out of service on a call or arrest when formerly another officer was called in early or from “off-duty” to provide field coverage.

**Negatives:**

- Defining and maintaining specific contract terms, goals and objectives and evaluation of service by the General Manager requires detailed and timely accounting.
- Contract Personnel Staff attrition in less than the established term of four years impacting ability to develop long-term District relationships.
  - This would result from opportunities for advancement / specialty assignment within the El Cerrito organization.
- Limited depth of resource for the selection of six (6) Kensington Officers from an available pool of 36 classified as police officers. The available pool would be as follows: (data source 09/10 El Cerrito budget)
  - 29 field patrol officers (23 existing + 6 additional for Kensington)
  - 4 police officers assigned as detective
  - 3 police officers assigned as traffic officers
  - Limited interest could require unsolicited unilateral administrative assignment to Kensington.
  - Consideration of “Specialty Assignment Compensation”, (5%) to promote interest.
  - Potential issue “working conditions” with the police bargaining unit.

- Perception of “loss of control” for police services.
  - Personnel costs associated with wage and benefits.
  - Enforcement philosophies, (“letter vs. the sprit” of the code)
  - Executive Team policing philosophies and / or new Chief of Police
  - Assurance of specific Kensington Officer coverage 24/7.
- Kensington officers are not guaranteed positions with the El Cerrito Police Department as a result of contract services. Existing El Cerrito policy is that all lateral applicants pass initial testing for employment consideration. The passing criteria is above norms accepted by POST.
  - Personal impact on existing Kensington personnel
  - The period of transition to a contract with El Cerrito is approximately 18 months. During this period, (with no guarantee for employment ) they will begin to look for other employment opportunities.
  - Consideration of “Retention Bonuses” would have to be considered.
  - Replacement officers due to attrition would have to be aggressive in addition to cost and quality of personnel issues.
- Start-up costs to restore police services in terms of recruitment, training, transition planning, would be costly.
- Transition Plan that is projected to take eighteen (18) months. Transition elements are:
  - Political / Community endorsement
  - For Kensington, voter approval to move forward. (Ord. passed 10/2009)
  - Hiring of six Kensington contract officers.
  - Existing Kensington personnel migration if existing El Cerrito hiring policies are not modified



# CHAPTER III

## ASSUMPTIONS AND GUIDING PRINCIPLES

This Chapter provides a summary overview of assumptions and guiding principles developed in discussion in review of potential issues to be used as overarching strategies to help identify service levels, resource requirements, and equity in cost assessments for this preliminary contract feasibility phase of contract evaluation.

The following matrix provides these assumptions regarding the various organizational and operational aspects of contracting with the City of El Cerrito for police services. These assumptions serve as an outline for future contract negotiations and overall basis to evaluate and analyze the operational structure and costs of service.

<b>Service Area or Item</b>	<b>Assumption</b>
<b>Contract Structure Service Assessment</b>	<ul style="list-style-type: none"><li>• That contract services will be the same high level, professional service that is now provided to the citizens of El Cerrito at a fair cost that is the result of objective analysis.</li><li>• That the City of El Cerrito will not subsidize Police Services provided to the District of Kensington through this Service Alternative Contract.</li><li>• District revenues generated through police activity will be distributed to the District</li></ul>
<b>Overall Assumption</b>	The level of service provided to the District of Kensington will “minimally” remain the same as the current level of services provided by the Kensington Police Department as authorized staffing and selected indicators for evaluation will be by mutual agreement in final contract negotiations.

<b>Service Area or Item</b>	<b>Assumption</b>
<b>Service Level Indicators</b>	<p>The current service level indicators as reported in the El Cerrito 2009 - 2010 Budget will be maintained, some of these are:</p> <ul style="list-style-type: none"> <li>• Respond to calls for service as established and set forth in the 09/10 El Cerrito budget (pg. 121 table 6-2 Response Times) for 2008 (P-1, 4:24; P-2, 7:30; P-3, 5:13; P-4, 17:29). These times are better than established industry norms.</li> <li>• Provide thorough investigations of felony crimes against persons and property and selected misdemeanors industry standard clearance rates as target objectives.</li> <li>• Provide Established administrative support functions now in place for District police operations. These functions will include but will not be limited to personnel administration (staffing, training, recruitment) administration of personnel complaints, records management – monthly and annual reporting, property and evidence.</li> <li>• Assigned officer participation in District Community events as established by past practice, (National Night Out, Annual Community Parade, Administrative Presence at Board Meetings, and Administrative Office Hours at the Kensington Facility.</li> </ul>
<b>Sworn Management Staffing</b>	<p>El Cerrito Police Executive Team liaison to the General Manager for general day to day operations and for Board presentation as deemed appropriate by the General Manager but not less that 1 annual presentation of the "State of District Police Service to the District Board and General Kensington Community.</p>
<b>Selection, Assignment Term, and Removal of Contract Officers</b>	<p>A Kensington Contract Officer Selection Committee will be convened by the General Manager to interview and make recommendations to the El Cerrito Police Executive Team for those interested in the Kensington assignment.</p> <p>A flexible (proposed) four (4) year term of assignment will be at the discretion of the El Cerrito Police Executive Team.</p> <p>The District General Manager may cause the reassignment of a Contract Officer following consultation with the El Cerrito Chief of Police.</p>
<b>Kensington Contract Officers will Be Identified as District of Kensington Staff.</b>	<p>Officers will wear Kensington Uniforms and drive Kensington Vehicle bearing the Kensington Logo.</p>
<b>Patrol Staffing</b>	<p>There will be sufficient patrol units for the District based on its respective call for service workload and the ability to meet adequate proactive and response time goals. Proactive /uncommitted time for crime prevention will reside at not less that 50% (high industry norm).</p>

<b>Service Area or Item</b>	<b>Assumption</b>
<b>Patrol Field Supervision</b>	At least one field supervisor, ("first line" as defined in El Cerrito protocols) will be scheduled for general El Cerrito field operations that will include contract staff assigned to the District. Supervision will include response and assistance for critical / unusual incidents, problem oriented policing (POP) projects administration, report review, general assistance and overall Patrol Team management with District personnel recognized as a component.
<b>Traffic Enforcement</b>	Maintain the current level of traffic safety services through general field staffing.  Specific Traffic Enforcement will be made available through mutual agreement by the hour.
<b>Investigations</b>	Maintain the current level of investigative services to provide follow-up investigations for felony "persons and property crimes", youth services and high profile and other misdemeanor crimes identified in existing protocols. This staffing will be predicated on the application of contemporary investigative case management policies / practices.  Service will be provided by the El Cerrito Investigations Unit initially set at 20 hours per week.
<b>School Services</b>	Maintain the current level of school services maintaining a working relationship with the local Kensington School.  Additional school services will be made available through mutual agreement by the hour.
<b>Crime Prevention and Community Services</b>	Maintain the same Crime Prevention focus (proactive vs. reactive) as a duty of current non-sworn District staff.  Participation in community events such as National Night Out and annual Kensington Parade are expectations of District contract staff assigned .
<b>Emergency Preparedness</b>	District non-sworn existing staff to continue to work with the Kensington Fire District and their efforts with the development and coordination of regional Disaster Preparedness.  District contract staff to provide support as appropriate.
<b>Police Department Administrative Support</b>	Maintain the current Police Department administrative support staff (One District General Manager, One District Secretary, One non-sworn program coordinator.) .

Service Area or Item	Assumption
<b>Records / Information</b>	<p>There will be a sufficient number of records clerks maintained by El Cerrito for District Records maintenance, data entry, and mandated reporting.</p> <p>El Cerrito will act as liaison for the Richmond / Kensington Records Management System</p> <p>Kensington will retain it "ORI Number" to assure for specific Kensington reporting.</p> <p>Kensington Community Incident Reports will be made available to Kensington community members at the Kensington Public Safety Facility.</p>
<b>City Administrative / Technical Support</b>	<p>There will be a sufficient number of El Cerrito administrative personnel (human resources, finance / payroll, information systems, analysts, legal) based on the number of sworn personnel and necessary administrative work tasks.</p>
<b>Other Programs and Services</b>	<p>General enforcement of parking, animal leash law, existing and/or future Park Ordinance violations (complaints) will reside with Contract Field Officers.</p> <p>Participation in special / regional programs (i.e., task forces, etc.) will be through specific request of the District General Manager and follow-on contract amendment.</p> <p>Incidents requiring SWAT / Hostage Negotiation and Air support will continue to be coordinated by El Cerrito through CCC Sheriff's Department.</p>
<b>Communications / Dispatch</b>	<p>The District will continue to Contract (pay for service) with the Richmond Communications Center for police emergency and non-emergency communications service.</p> <ul style="list-style-type: none"> <li>• 9-1-1 service</li> <li>• Direct call to the Richmond Center.</li> <li>• Continued "base station and vehicle" Radio and MDC support"</li> <li>• Continued monthly and annual statistical (9-1-1 / Response time) reporting.</li> <li>• Associated Records Management Support included as an element of the District contract with Richmond.</li> </ul>
<b>Crime Lab / Evidence Processing</b>	<p>The District will continue to pay fees associated with the processing and evaluation of evidence for criminal prosecution through CC County or State / Federal resources as appropriate.</p>
<b>Jail / Booking</b>	<p>Continue to use the Contra Costa County Jail to book prisoners. Booking Fees paid by the District.</p>
<b>Salary Costs</b>	<p>Salary costs will be at the El Cerrito top compensation step for officer. When assigned as a 'specialty unit', (detective, traffic officer) the specialty compensation incentive will be included as part of the hourly rate.</p> <p>Salary costs will include all El Cerrito negotiated benefits, workers compensation, and other insurances, etc.</p>

Service Area or Item	Assumption
<b>Employee Benefits and Retirement System Costs</b>	Costs associated with the Contract Staff retirement system, (3% @ 50 for sworn and 2.7% @ 55 for non-sworn) will be born by the District as a component of "employee benefits which will also be charged to the District
<b>Facility Operational Costs</b>	<p>Existing facility maintenance and debt service / rental costs will remain with the District. District employees, (General Manager, District Secretary, and other non-sworn personnel will work at the 241 Arlington facility.</p> <p>Sworn Contract staff will use the Kensington Public Safety facility as a sub-station to El Cerrito just as the facility is used for the present Kensington Police Department. Field Patrol Team briefings / training <u>may</u> include Kensington Officers at the El Cerrito police facility.</p> <p>Community members will continue to use the Public Safety Facility as the initial point of contact to conduct police business.</p>
<b>Vehicle, Information Systems and New Equipment Costs</b>	<p>Existing costs associated with vehicle operation (fuel), maintenance and established replacement protocols will be used as well as those same costs associated with information systems equipment.. These costs will continue to reside with the District. Kensington Vehicle will bear Kensington Logo</p> <p>Costs for appropriate, (individual and collective) equipment for police service delivery will continue to reside with the District.</p>
<b>Workers Compensation and Liability Costs</b>	El Cerrito currently uses the Municipal Pooling Authority for workers compensation and liability insurance. Workers compensation rates (\$4.05 with an "x-mod" factor of .90 for sworn will be incorporated in costs for contract officer service. For Liability the current pooling rate (\$3.19 with an "x-mod" factor of .93) per officer assigned to Kensington will be paid by the District as part of the contract officer cost .
<b>Process for Current Sworn Kensington Staff Acquisition by El Cerrito.</b>	<ul style="list-style-type: none"> <li>• Existing Kensington Officers will have the opportunity to join the El Cerrito Department following the established "lateral officer testing and background" process now in place with El Cerrito.</li> <li>• Sergeants and the Chief will have the opportunity to join the El Cerrito Department as officers following the same lateral testing process described above.</li> </ul>
<b>General Support Services</b>	El Cerrito will provide the general support services, personnel administration including Internal affairs, mandated training, personnel records maintenance, payroll and other city employee services and operational supplies such as penal and vehicle codes.

Service Area or Item	Assumption
<b>Costs for Additional Officers.</b>	<ul style="list-style-type: none"> <li>• Costs associated with a request by the District to increase the number of officers will be a one time "Hiring Cost" and "Equipment Cost". Of \$5,434.               <ul style="list-style-type: none"> <li>- Hiring cost \$3,225, (Medical, Polygraph, Psychological, Background Administrative expense.</li> <li>- Equipment cost \$3,709. (safety equipment, uniforms, badge, utility equipment)</li> </ul> </li> </ul>

The terms and conditions of assumptions identified in the preceding matrix serve as a guide for this feasibility study and provide points of further negotiation for service, resource, and cost / fee assessment.

## CHAPTER IV

### CONTRACT RESOURCE AND COST TO MAINTAIN EXISTING SERVICE LEVELS

This Chapter provides an assessment of personnel resources and service requirements to meet service objectives identified as assumptions in the previous Chapter.

The first section will provide assessment of field patrol needs to provide the required resources to assure maintenance of the current (high) level of community service now in place. The second section of the Chapter will identify costs and associated duties for direct and indirect personnel resources.

#### 1. PERSONNEL RESOURCE TO MAINTAIN KENSINGTON COMMUNITY SERVICE OBJECTIVES:

This first section of the analysis is based on the number of community requests for service, the time required to handle these calls and the remaining time available to conduct field proactive activities. The analysis focus then is to determine the number of “scheduled” patrol officers required to meet service level objectives.

**As reflected in the following analysis, six (6) filed officers are required to provide scheduled staffing of thirty-six (36) hours per day to assure that one (1) officer is on duty 24/7.**

(1.1) This analytical approach is characterized by several key factors, which include the following:

- Staffing should be examined both in terms of the ability of current staff to provide for effective law enforcement services (*i.e., proactive time available to do things to prevent crime and increase public perceptions of safety*) as well as the time to handle the workload generated by the public (*i.e., reactive time generated by calls for service*).
- Public policy is made by selecting a level of proactive time that is deemed to be “appropriate” for the community. In the case of the Kensington evaluation, the above average industry norm target time that would be reflective of the “community interaction and neighborhood attention” is 50% proactive time as defined later in this section.

Calculation of proactive time includes “Calls for Service” and accounts for “Administrative Time”, “Use of Leave”, and other factors. This “Proactive Time” has been calculated by using a mixture of known data combined with a series of assumptions predicated on the previous police services study completed for Kensington in 2007. The table below, provides a brief description of a *typical* basis for this calculation:

<b>Factor</b>	<b>Basis</b>
Calls for Service	Current Data
Call Handling Time	2007 Study
Back-Up Frequency / Number of Units per Call	Estimated 07
Duration of Time on Scene by Back-Up	Estimated 07
Number of Reports	2007 Study
Time to Complete a Report	Estimated 07
Number of Arrests	2007 Study
Time to Complete an Arrest	Estimated 07
Available Time of Officers / Officers on Duty	El Cerrito 73%

Using these data and estimates a calculation can be made to determine the staff resource necessary for the amount of proactive time required to meet field service staffing objectives. The calculation that is performed to determine proactive time, then, is as follows:

$$\text{Proactive Time \%} = \frac{(\text{Total Available Time} - \text{Reactive Workload Time})}{(\text{Total Available Time})}$$

Where “Total Available Time” is defined as the number of officers actually available in a given hour times 60 minutes and the “Reactive Workload Time” is defined as the average Total Committed Time per Call for Service multiplied times the number of calls for service.

This approach provides managers and policy makers with an easily understood (and easy to calculate) measure of the capability of the patrol force for providing directed and proactive law enforcement (it is the time left over once calls-for-service have been handled).

The following table shows the various target percentages for patrol units engaging in proactive time, and provides brief description of each.



Target	Description
40%	<ul style="list-style-type: none"> <li>• Minimal level that should be targeted.</li> <li>• Below this level, response time performance could be impacted, lower priority calls may have to be held or interrupted for higher priority calls.</li> <li>• Does not facilitate high levels of "community policing" activities beyond basic proactive efforts by field patrol units (this is not to exclude proactive units such as PSU and COP being involved in these activities and programs).</li> </ul>
45%	<ul style="list-style-type: none"> <li>• Allows for higher service levels that enable the patrol personnel to focus on proactive efforts.</li> <li>• At this level, patrol personnel can be frequently involved in targeted and directed "community policing" activities.</li> </ul>
50%	<ul style="list-style-type: none"> <li>• Extraordinarily high service level.</li> <li>• Patrol staff can be involved in a wide variety of "community policing" functions.</li> <li>• Need for specialized / dedicated "community policing" units is diminished as patrol personnel should have time for these efforts themselves.</li> <li>• Employment of high service level programs such as "vacation house checks", the "residential key program" and "senior monitoring program".</li> </ul>

The methodology is focused on evaluating patrol staffing and workload in this context and within the ranges noted in the previous table. The approach involves the following:

- Community Demand for Law Enforcement Services. This consists of citizen requests for a police response and is the basic measure of patrol workload.
- Time Required to Handle Calls for Service. This involves officer time associated with responding to the call; handling the call at the scene; making arrests and transporting arrestees to the jail (when required); and accomplishing other call related requirements such as immediate follow-up investigation by patrol and report writing.
- Officer Availability. Patrol services require that officers be deployed to the field 24 hours per day, seven days per week. The availability of each patrol officer position needs to be considered from two perspectives.
  - The impact of time off (for vacation, sick leave, training, and other authorized leaves) on the amount of time each authorized patrol officer actually has available to work; And the
  - Time lost during a typical work shift and not available for field law enforcement activities resulting from authorized meals and breaks, in-service training, and on-shift administrative duties.

- Composition of Patrol Officer Time While In the Field. Patrol staffing needs to reflect the balance of workload and time available that consists of the following two components.
  - Time required to handle calls for service, as described above.
  - Time available for pro-active activities including self-initiated enforcement activities by individual patrol officers (e.g. traffic stops, field interviews of suspicious persons); preventive patrol and community contacts / engagement.

This workload analysis provides the basis for staffing decisions. Staffing ratios such as “officers per thousand” are inappropriate as a basis for staffing decisions.

The table on the following page displays these criteria in a matrix that identifies the staff resource required to meet a defined “field proactive time percentage” as defined above.

**Kensington Summary Analysis of Patrol Staffing  
12 Hour Staffing Plan**

Description	Workload	Hours
Community Generated Calls For Service – (Ave of 06,07,08)	2,410	
Associated Time For Each Call For Service (2007 Study)	62.1 Minutes	2,494 Hours
•• 27.8 minutes (average) for each call		
•• 10.6 minutes per call for back-up officer(s)		
•• 21.0 minutes per call for report writing		
•• 2.69 minutes per call for arrest and booking		
Time for "Proactive" (Preventative) Patrol & "Officer Self Initiated Activity" @ 50%		2,494 Hours
<b>Total Projected Annual Hours</b>		<b>4,988 Hours</b>
Officer Availability (El Cerrito Study – 2000 / 2004)	Annual Hours	
•• Compensatory Time Off	El Cerrito Study	
•• Vacation	El Cerrito Study	
•• Sick Leave	El Cerrito Study	
•• Disability / Workers Compensation	El Cerrito Study	
•• Other – Unpaid Leave	El Cerrito Study	
•• Training (External Training – Time Away from Department	El Cerrito Study	
<b>Total Hours Per Year</b>	<b>1,514</b>	
Net Available Work Time is 1,514 hours of Individual Officer Gross Work Hours of 2080	<b>73%.</b>	
Officer Shift Availability – 12 Hour Shift = 720 minutes		
•• Briefing and Travel to Beat	(30)	
•• Meal	(30)	
•• Breaks ( 2 @ 20 minutes)	(30)	
•• End & Beginning of Shift Vehicle Maintenance	(30)	
•• Internal Training	(30)	
•• Collateral Administrative Duties Required While on Duty	(30)	
<b>Total Minutes Per Shift</b>	<b>(180)</b>	
Net Available "On-Shift" Time is 540 minutes of 720 minutes available in the 12 hour shift.	<b>75%</b>	
Annual "Gross" Availability Percent	73%	
Time "On-Shift" Availability Percent	75%	
<b>Net Officer Availability Factor of 2,080 Annual Hours</b>	<b>54.8%</b>	<b>1,140 Hours</b>
<b>Total Projected Annual Hours Required</b>		<b>4,988 Hours</b>
<b>Annual Individual Officer Hours Available</b>		<b>1,140 Hours</b>
Sub Total Number of Patrol Officers Required		4.38 Officers
<b>Total Number of Officer Required to Meet the Service Level Objective of 50% Proactive Time Available</b>		<b>5 Officers</b>

(1.2) This portion of the staffing matrix then provides analysis of deploying patrol officers in a schedule that meets the previously stated service level objective of 50% proactive patrol time.

As discussed previously, with calls-for-service demand at 2,410 annually, (average of the past three years), “five (5) officers” are required to meet the “50% Proactive Time” service level objective.

To develop a staffing plan we again refer to “net availability to work” after time lost for vacation, sick leave, etc. is considered. The following table reflects the components used to determine this factor. Analysis conducted by the El Cerrito Police Department for the calendar years 2000 through 2004 sworn officers, using the criteria displayed in the following table were not available for 566.20 hours of the 2080 hours available in a field officer work year which leaves a “working availability rate of 1,514 hours per year.

**Net Availability to Deploy**  
(Percentage of Time that an Officer Will be Available for a Shift)

Factor	Amount (Annual Hours)
Gross Work Hours	2,080
<b>Time Lost For</b>	
Compensatory Time	El Cerrito Study
Vacation	El Cerrito Study
Sick Leave	El Cerrito Study
Disability	El Cerrito Study
“Other” Admin. / Unpaid Leave	El Cerrito Study
Training	El Cerrito Study
<b>Net Available Work Time</b>	<b>1,514</b>
<b>Availability Percent</b>	<b>73%</b>

Using the “Net Availability Factor” displayed above, the following table displays the number of officers required to provide field patrol staffing for Kensington.

**Patrol Staffing Required to Maintain Current Patrol Services**  
**Staffed 24 Hours Per Day**

Factor	Hours / Staff Required
Annual Hours Required to Provide One Patrol Officer for 24 Hours per Day	8,760 hours
Net Work Hours Available per Officer (73% of 2080 gross hours)	1,514 hours
<b>Staff Required to Fill All Shifts</b>	5.8 Officers
<b>Total Staff Required</b>	<b>6.0 Officers Required</b>

The schedule presented on the following page reflects the deployment plan for these six (6) officers.

12 Hour Work Day

PROPOSED KENSINGTON PATROL SCHEDULE

Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
<b>PATROL TEAMS 1 &amp; 2</b>														
<b>Officer 0600-1800</b>	W	W	W	W	O	O	O	W	W	W	O	O	O	O
<b>Officer 1200-2400</b>	W	W	W	W	O	O	O	W	W	W	O	O	O	O
<b>Officer 1800-0600</b>	W	W	W	W	O	O	O	W	W	W	O	O	O	O
<b>PATROL TEAMS 3 &amp; 4</b>														
<b>Officer 0600-1800</b>	O	O	O	O	W	W	W	O	O	O	W	W	W	W
<b>Officer 1200-2400</b>	O	O	O	O	W	W	W	O	O	O	W	W	W	W
<b>Officer 1800-0600</b>	O	O	O	O	W	W	W	O	O	O	W	W	W	W

**Deployment Notes:**

- Each of the El Cerrito Patrol Teams will have 1.5 Kensington Officers
- The "overlap officer" will "flex" to cover the day or night shift due to availability
- Kensington personnel will be supervised by the on-duty patrol team sergeant.
- This deployment plan is the same plan now used by Kensington with a Sergeant assigned to the overlap position.

**2. CONTRACT COSTS ARE PREDICATED ON RATIOS OF WORKLOAD AND STAFF REQUIRED TO ACCOMPLISH TASKS ASSOCIATED WITH DESIRED SERVICE LEVELS.**

The following tables and associated analysis for each, provide cost basis for personnel and associated service to provide contract police services for Kensington. Again, although the El Cerrito Police Department provides a full range of police services, Kensington will be contracting for very specific “field patrol services” and associated support services that will maintain existing service levels, not the full range of services offered by El Cerrito.

Identification of “Personnel Cost Centers” and “Cost Assessments” were developed through meetings that included the El Cerrito Police Chief, Police Commander, and Kensington representative. The purpose of these meeting were not to negotiate “terms of a contract”, but rather to develop a conceptual understanding of a fair and equitable structure of fee assessment for this “feasibility” stage of contract service development.

The information that follows will provide rational for the following Personnel fees and associated services.

**Personnel Contract Cost Centers**

<b>Contract Service</b>	<b>Description of Service</b>	<b>Projected Cost</b>
Field Patrol Service	Six (6) Field Patrol Officers Scheduled Commissioned at “Top Step” with Benefits + Five (5%) for Overtime.	\$895,985
Field Supervision	Projected Time and Associated Cost for providing First Line Supervision and Patrol Team Management for the Additional Kensington Contract Personnel	\$161,304
Support Services	Costs associated with Records Management, Report Processing and Statistical Reporting of Incidents Generated by Kensington	\$44,404
Investigations	One Detective, Top Step with Benefits, at twenty (20) hours per week to review, process and provided investigative follow-up through prosecution for felony and certain misdemeanor crimes	\$74,225
Administrative Overhead	Costs Projected for Providing Administrative Oversight for the Additional Kensington Personnel at the Middle Management and Executive Level of the Organization.	\$75,741
<b>TOTAL</b>		<b>\$1,251,659</b>

Personnel salary, benefits and other workload information was developed from the following sources:

- Police Department Salary Schedule displaying compensation levels “1 through 5” for Sworn and Non-Sworn Personnel pursuant to the current contract with the Police Association which will be in place until June 30, 2011. (Provided by the Police Chief)
- City of El Cerrito Employment Benefit Schedule (Provided by the Police Chief / Human Resources Department)
- Municipal Pooling Authority for Workers Compensation and Liability Insurance Rates.
- Statistical / Workload Information
  - 2009 / 10 Financial Plans (budget) for both Departments
  - Richmond Communications Center Response Time / Calls- for-Service Reports.

**(2.1) Field Officer, Detective and Sergeant Personnel Costs:**

The following table displays the salary and benefits costs associated with “Top Step” Police Sergeant and Officer assigned to Field Patrol and Detective. The top compensation level is selected as it would not be possible to identify a compensation level of all officers that might be selected, however assumptions, (noted in parenthesis), were included when compensation options were available. Also salary and benefit levels effective January 10, 2010, (date of contract compensation increase), were used.

A staffing analysis, presented in a previous section of this Chapter, identifies that six (6) police officers are required for field patrol staffing (24/7) to maintain existing service levels.

Overtime, (five (5%) percent), of salary is included to provide for Kensington special events, court and assignments that require shift extensions.

**Table 1 – Projected Cost for Police Officer, Detective and Sergeant**

<b>Cost Factor (effective 1/10/10)</b>	<b>Officer</b>	<b>Detective</b>	<b>Sergeant</b>
<b>Top Step Wages</b>	\$78,927	\$82,869	\$97,993
<b>Education Incentive:</b> <ul style="list-style-type: none"> <li>• \$210 per month for AA (\$2,520 Annual)</li> <li>• \$290 per month for BA (\$3480 Annual)</li> <li>•• (Average of the two - \$3,000 Annually)</li> </ul>	\$3,000	\$3,000	\$3,000
<b>Annual Safety Longevity Incentive:</b> <ul style="list-style-type: none"> <li>• 3% 7 to 15 years</li> <li>• 5% 15 to 19 years</li> <li>• 7% @ 20 years</li> <li>•• (Average of 3% &amp; 5% used)</li> </ul>	\$3,157	\$3,157	\$3,920
<b>Assignment or Shift Differential</b> <ul style="list-style-type: none"> <li>• 5% for night shift (2.5% for Sgt. / Ofcr) (½ of Kensington Staff to Work Nights)</li> <li>• 5% for det/motor/admin assignment (included as part of wages)</li> </ul>	\$1,973	\$00.00	\$2,287
<b>Salary Sub-Total</b>	<b>\$87,057</b>	<b>\$89,026</b>	<b>\$107,200</b>
<b>Benefits</b>			
<b>Life Insurance</b> <ul style="list-style-type: none"> <li>• Annual Salary (wage)</li> <li>• wage / 1000*0.215</li> </ul>	\$16.97	\$17.81	\$21.07
<b>FICA (Medicare)</b> <ul style="list-style-type: none"> <li>• Medicare 1.45% of "Salary"</li> </ul>	\$1,262	\$1,291	\$1,560
<b>Retirement PERS "3@50" (09/10 rate)</b> <ul style="list-style-type: none"> <li>• Employer - 24.328%</li> <li>• Employee - 9%</li> <li>• City Pays - 33.33%</li> </ul>	\$29,016	\$29,672	\$35,767
<b>Worker Compensation</b> <ul style="list-style-type: none"> <li>• Municipal Pooling Authority</li> <li>• Wage + 5% OT / 100 X \$4.05 X .90</li> </ul>	\$3,021	\$3,186	\$3,747
<b>Liability Insurance</b> <ul style="list-style-type: none"> <li>• Municipal Pooling Authority</li> <li>• Wage + 5% OT / 100 X \$3.19 X .93</li> </ul>	\$2,459	\$2,593	\$3,050
<b>STD / LTD Insurance</b> <ul style="list-style-type: none"> <li>• Wage / 100 X .862</li> </ul>	\$680	\$714	\$845
<b>Health Insurance</b> <ul style="list-style-type: none"> <li>• Flex. Family Medical (\$1,241 Max)</li> </ul>	\$14,892	\$14,892	\$14,892
<b>Dental Insurance</b> <ul style="list-style-type: none"> <li>• \$148.76 Max per Family</li> </ul>	\$1,785	\$1,785	\$1,785
<b>Benefits Sub-Total</b>	<b>\$53,132</b>	<b>\$54,151</b>	<b>\$61,667</b>



<b>Other Compensation</b>			
<b>Holiday Pay:</b> (pay for 10 holidays in lieu of day off = 4.8%) • Birthday + 2 Floating Days Available	\$3,789	\$4,273	\$4,704
<b>Annual Uniform Allowance</b>	\$1,000	\$1,000	\$1,000
<b>Total Compensation</b>	<b>\$144,978</b>		<b>\$174,571</b>
Cost of One Position	\$144,978	<b>\$148,450</b>	<b>\$174,571</b>
2 positions	\$289,956		
3 positions	\$434,934		
4 positions	\$579,912		
5 positions	\$724,890		
<b>6 positions</b>	<b>\$869,868</b>		
<b>Overtime @ 5% of Total Salary (\$87,057 X 6 = \$522,342 X 5% = \$26,117)</b>	<b>\$26,117</b>		
<b>Total Projected Cost for Six Officers</b>	<b>\$895,985</b>		

**(2.2) Personnel Cost for Field Supervision: (No Additional Staff Required)**

El Cerrito deploys four patrol teams, each working a twelve (12) hour shift, providing 24/7 field coverage for three designated beats. Each patrol team is comprised of six (6) personnel as follows:

- Police Sergeant – Team First Line Supervisor and Patrol Team Manager
- Police Corporal – Team Supervisor in Absence of Sergeant, Field Training Officer, Provides Assistance for Complex Incidents.
- Four Police Officers – Coverage for three (3) beats and one (1) for roving / beat assignments

With the addition of six (6) Kensington Officers to the Patrol Division Complement of 26 corporals and officers each, patrol team will increase from one (1) sergeant and five (5) subordinates to one (1) sergeant and 6.5 subordinates. The Kensington addition, as reflected in the next table represents twenty-three (23.1%) of the team complement and associated patrol team management.

**El Cerrito Field Patrol Teams “1” through “4”**

<b>Factor</b>	<b>Sgt's.</b>	<b>Corp.</b>	<b>Beat Officers</b>	<b>Roving Officers</b>	<b>Kensington Officers (Proposed)</b>	<b>Total Officers Supervised</b>	<b>Kensington Supervision Percent Ratio</b>
<b>Total Field Patrol</b>	4	4	12	4	6	26 (Corporals & Officers)	23.1% Patrol Team Personnel Management
<b>One Patrol Team</b>	1	1	3	1	1.5	6.5	23.1% Per Patrol Team for Kensington

Patrol Team Management:

The proposed Kensington Contract Officers, now part of each of the four field patrol teams will receive the same level of attention and direction of other patrol team members 24/7. With a “span of control” of 6.5, which is within industry standard norms, some of the duties of the patrol team sergeant will be, but not limited to:

- Response to critical or unusual incidents for counsel and / or support of additional resource.
- Report review.
- Performance review.
- Problem Oriented Police project oversight
- Staffing management for short and long term vacancies for the Kensington Contract Beat.
- Availability to meet with Kensington residents.

Cost for Kensington Field Patrol Management:

<b>Description</b>	<b>Cost</b>
Patrol Sergeant Annual Cost as Displayed Section “Table 1” Projected Costs	\$174,571
Cost for Four Patrol Sergeants	\$698,284
Kensington Cost at 23.1% of Total (23.1% X 698,284)	\$161,304
<b>Total Cost for Field Supervision / Management</b>	<b>\$161,304</b>

**(2.3) Support Services Workload Description and Personnel Costs: (No Additional Staff Required)**

Records Management is a component of Kensington and El Cerrito contract services that supports Field and Investigative Services through incident report processing and Administration in statistical reporting.

As a “core assumption” Kensington will retain identity as a separate law enforcement agency, (ORI # 0713), in terms of statistical and criminal reporting, and continue to offer existing service and support to Kensington community members.

El Cerrito and Kensington both contract with the City of Richmond for Communications (9-1-1 Computer Aided Dispatch) and Records Management. Kensington will continue to pay it’s workload share of the cost for Kensington Community generated Records Management activity, (\$17,560 annually). The processing of incident reports generated by Kensington Contract Officers and reviewed by field supervisors will be facilitated if processed “centrally” by existing El Cerrito Support Service Staff. General activity report summaries (Part 1 Offenses and Miscellaneous Incidents) will be reported separately for Kensington and El Cerrito as required by statute and existing protocols, yet receive the same processing for investigative case follow-up and subject / witness indexing.

The following table displays the Kensington / El Cerrito workload predicated on the Part 1 Offense ratios. Part 1 Offense reporting is very consistent between agencies as offenses listed are defined and monitored for consistency by a third party. As displayed Part 1 Offenses are consistent from year to year for each of the agencies.

**El Cerrito / Kensington Part I Offense Comparison**

Year	Part 1 Offenses El Cerrito	Part I Offenses Kensington	Total Part I Offenses	El Cerrito Percent	Kensington Percent
2006	1,644	132	1,776	93%	7%
2007	1,318	129	1,447	91%	9%
2008	1,208	120	1,328	91%	9%
TOTAL	4,170	381	4,551	92%	8%
Average	1,390	127	1,517	92%	8%

**Data Source:**

- Kensington – In-house Statistical Information
- El Cerrito - Crime Statistics Posted on Department Web-Site for 06,07. FBI Statistics for 2008.

As illustrated in the previous table, the Part 1 Offense ratio is consistent at eight (8%) percent. The next table illustrates this same eight (8%) percent ratio for costs, considering the salary and benefit compensation for the six (6) member Support Services Unit

**El Cerrito Police Support Services Unit**

<b>Position</b>	<b>Wage</b>	<b>Benefits</b>	<b>Total Compensation</b>	<b>Eight Percent (8%) of Compensation</b>
Records Supervisor	\$64,183	\$45,612	\$109,795	\$8,783
Senior Records Specialist	\$52,325	\$41,248	\$93,573	\$7,486
Records Spec. (4) @ \$87,921 each			\$351,684	\$28,135
<b>Total Kensington Cost @ Eight (8%) of Unit Compensation</b>				<b>\$44,404</b>

**Data Source:**

- Wage & Benefits information provided by the Chief's Office
- Wage scale effective 1/1/10

Typical Services Provided:

The following are examples of typical duties to be provided by the Support Services Unit:

- Richmond Communications (CAD) Liaison / Coordination (w / Kensington GM/COP)
- Richmond Records Management Liaison / Coordination (AEGIS)
- Federal and State Statistical Reporting
- Kensington / El Cerrito (monthly / annual) statistical reporting
- Report Indexing
- District Attorney Coordination
- Kensington Report indexing / processing.
- Inclusion of appropriate information processing technology.
- Report copies (transmission process) to Kensington Facility for residents.
- Other support services duties.

**(2.4) Investigative Services Workload Description and Personnel Cost: (No Additional Staff Required)**

El Cerrito now employs an Investigative Unit comprised as follows:

- One Supervising Sergeant
- One Corporal
- Four (Core Investigative) Detectives

As with the Support Services, Investigative Services support will be predicated on potential workload generated by Kensington in terms of Part 1 Offenses. As part of the staffing assumption, this investigative resource will also be providing specific investigative services now provided by Kensington. , The following table displays Part 1 Offenses for El Cerrito and Kensington for the past three calendar years.

<b>Year</b>	<b>Part 1 Offenses El Cerrito</b>	<b>Part I Offenses Kensington</b>	<b>Total Part I Offenses</b>
2006	1,644	132	1,776
2007	1,318	129	1,447
2008	1,208	120	1,328
<b>TOTAL</b>	<b>4,170</b>	<b>381</b>	<b>4,551</b>
<b>Average</b>	<b>1,390</b>	<b>127</b>	<b>1,517</b>

As reflected above, an average of 1,517 Part 1 Offenses were reported for Kensington and El Cerrito for the past three years. Industry standards (Best Practices) for investigative unit staffing is “One Core Investigative Detective for every 400 Part 1 Offenses. With Four Core Detectives the annual projected workload is 379 Part 1 Offenses per investigator for the combined work load of Kensington and El Cerrito, therefore, no additional personnel are required to support the additional average workload of 127 offenses by Kensington.

To specifically acknowledge the Kensington workload “One ½ Time Detective (20 hours per week) will be specifically assigned for Kensington investigative follow-up. The cost of this position is as follows:

- Top Step Annual Compensation for One Detective \$148,450 (table 1)
- ½ Time Annual Compensation (20 hours per week) **\$ 74,225**

Typical Investigative Unit Services Provided:

- Investigative Follow-up for Part I Offenses
- Investigative Follow-up for Other Offenses (Documented Incidents) as set forth in the El Cerrito Department Policies and Procedures Manual.
- Report Review, Solvability Management, Assignment, Case Follow-up Management.
- Coordination of Criminal Complaint Requests through the District Attorney's Office.
- Preparation and Coordination of Court Presentations for Criminal Prosecution.

**(2.5) Administrative Support and Overhead Costs: (No Additional Staff Required)**

Administrative "overhead costs" are predicated on the percent ratio of additional personnel added to the Department by line of authority compared to existing staff. It is clear that additional personnel will drive workload and associated costs. The next table provides the structure and follow-on costs for Administrative Overhead Costs.

**Administrative Overhead Cost Matrix for Six Additional Contract Officers**

Position	Current Positions In Command	Positions with Six Kensington Contract Positions	Percent of Kensington Impact	Incumbent Annual Salary and Benefits	Annual Overhead Cost
Lieutenant Field Services	36	42	14.3 %	\$181,745	\$25,990
Captain	53.55	59.55	10.1%	\$221,289	\$22,350
Chief of Police	54.55	60.55	10%	\$274,066	\$27,401
<b>TOTAL</b>					<b>\$75,714</b>

Typical Administrative Overhead Functions:

- General Personnel Administration, (personnel records ,payroll, benefit administration, etc.)
- Issues of Personnel Misconduct
- Personnel Training
- Kensington Liaison, (General Manager, Board)
- Kensington Contract Administration
- Annual Budget Preparation, (projections) for Kensington.
- Coordination and Management of Critical Incidents (W/ Involvement of GM/COP)
- Monthly Kensington Board Meeting Attendance
- Established "Officer Hours" at the Kensington Public Safety Building

The following table displays the personnel costs for contract services and potential new revenues to El Cerrito resulting from a potential contract as discussed in this feasibility study.

**Total Projected El Cerrito Costs for Contract Services**

Position	Projected Annual Contract Cost Discussion	New Revenue to El Cerrito (use of existing staff)
Six Patrol Officers	\$895,985 Figure is for top step officer and includes \$25,116 for overtime	Difference Between Actual Officer Expense and Top Step
Field Supervision	\$161,304	\$161,304
Support Service (no additional personnel required)	\$44,404	\$44,404
Investigations	\$74,225	\$74,225
Administrative Overhead	\$75,741	\$75,741
<b>TOTAL</b>	<b>\$1,251,659</b>	<b>\$355,674</b>

As illustrated in the preceding table, total assessments for personnel and service to Kensington by El Cerrito is projected at an estimated \$1,251,659. Of this amount \$895,985 are costs for Kensington Contract Officers at top step. This then leaves a remaining amount of \$355,674 as new revenue for El Cerrito.

Services and associated fees identified during this study are appropriate and equitable.

# CHAPTER V

## CONTRACT COST PROJECTIONS

This Chapter provides a comparative cost analysis for Kensington between projected contract costs and the established annual operating costs using the 2009 / 10 Kensington budget with the projected “personnel and services” costs from El Cerrito for six (6) contract officers and the supplemental support necessary to maintain existing police service levels.

**Preliminary Contract Cost Projections Reflect a Potential Cost Savings of Approximately One Hundred, Fifty Eight Thousand Dollars, (\$158,000) Compared to Current Expenses for Police Operations.**

The following table illustrates a “comparative cost analysis” by budget line item between the established annual Kensington operative budget and contractual services if provided by El Cerrito. Important to note is that with the “El Cerrito Contract Services Model” Kensington would continue to pay approximately \$785,704 as direct cost specific to the Kensington law enforcement mission.

Cost projections were based on “Contract and Service Level Assumptions” previously identified in “Chapter III” of this study under the premise that Kensington would retain, at a minimum, existing service levels “ and “police identity” as the “Kensington Police Department”.

Some of these assumptions are:

- The Public Safety Facility will continue to be used as the base of police service and general business operations.
  - Costs for facility lease and proportion of maintenance will continue to reside with Kensington.
- Contract Kensington Officers (6) will wear the Kensington Police Uniform.
  - Initial and ongoing costs for uniforms and maintenance will continue to reside with Kensington.
- Contract Officers will operate marked patrol vehicles with Kensington Logo.



- Kensington will maintain its current fleet with established replacement protocols. Vehicle fuel and maintenance costs will continue to reside with Kensington.
- 9-1-1 Emergency and non-emergency service will remain the same through Richmond Communications.
  - Richmond Communications will continue to dispatch Kensington calls to Kensington contract officers for emergency and non-emergency calls for service. Existing service and protocols will not change.
- Statistical reporting, local, State and Federal, will remain as reports specific to Kensington with existing Department identification numbers.
  - Regional Records Management consortium, managed by the Richmond Police Department will continue to be funded by Kensington on a proportional basis. Although El Cerrito will be processing incident reports and statistical information from this system Kensington will continue to be specifically responsible for the Kensington share of the consortium.

The above would be a direct expense for Kensington under each scenario.

Direct assessment to Kensington mitigates any potential for the assessment of administrative overhead for these cost centers.

Contract cost projections were developed through detailed review of the 2009 / 10 budget for both departments and specific assistance from the El Cerrito Police Chief. Projections are not offered as a final assessment of costs but rather “feasible costs” as a precursor to move, (if feasible) to a next phase of potential contract development. Contract negotiations were not part of the process. Contract feasibility discussions have been at the “staff” level only, including the El Cerrito City Manager and Chief of Police. The El Cerrito City Council has not been asked for deliberation due to the preliminary nature of this study.

“Kensington Annual Operating Costs for Police Services” information was developed through detailed review of each line item and supporting documentation to fully identify all costs associated with police service delivery. An example of costs that have not been specifically allocated to police service delivery yet included in this evaluation reside with “District Expenses” – “Computer / Legal” line items.

**Project District Costs Associated with El Cerrito Police Services Contracting**

<b>Kensington Line Item</b>	<b>Description of Cost</b>	<b>Projected Contract Cost for Kensington 2009/10</b>	<b>Kensington Annual Operating Cost 2009/10</b>
	<b>Police Salary and Benefits</b>		
502	District salary for the GM/COP will remain in this category due to police contract oversight and public safety nature of the incumbents contract. "Projected Estimate"	\$140,000 (est.)	\$924,940
504	Compensation "Cash Out" for accrued vacation / compensatory time. Funds associated with this line item will be included in the "Cost for Transition" to El Cerrito	\$00.00	\$10,000
506	Overtime has been included as 5% of El Cerrito Salary \$25,116 for Field Service Staffing. Allocated for special District Events and Specialized District Training	\$00.00	\$30,000
508	Salary- non Sworn. This is compensation for the District Secretary (75% of 30 hours per week = 1170 annual hours) This position will be retained by the District. Any adjustments will be made in the future.	\$29,250	\$29,250
516	Uniform Allowance: Uniform Allowance is included as part of "personnel cost " assessment @ \$1,000 for El Cerrito Police Association Members. The GM/COP uniform allowance will remain in effect pending a contract amendment, (\$850)	\$850	\$8,000
518	Safety Equipment: Safety Equipment will be provided initially by the District. This expense has been include in the Transition Plan Cost projections. An allocation of \$250 for each of the six contract employees and the GM/COP are included in this line item for safety equipment refurbishment.	\$1,750	\$2,500
521	Medical Insurance: This cost as follows: <ul style="list-style-type: none"> <li>• GM/COP medical = \$15,000 (est)</li> <li>• Retiree medical – 10 positions = \$114,600</li> <li>• Retiree dental = \$11,020</li> <li>• Retiree vision = \$2,850</li> <li>• District Secretary = \$7,248</li> <li>• GASB Implementation of Trust Fund = \$120,000</li> </ul>	\$270,718	\$356,269
522	Disability and Life Insurance: GM/COP "LTD / Life Ins.	\$1,220	\$12,200
523	Medicare: This cost includes the GM/COP and District non-sworn (2)	\$2,300	\$14,990
524	Social Security (7.65%) District Secretary	\$3,908	\$3,908
527	PERS Retirement: GM/COP (31% of \$140,000)	\$43,400	\$289,211
528	PERS Retirement, Individual GM/COP (9% of \$140,000)	\$12,600	\$83,965
530	Workers Compensation: GM/COP + Non Sworn (2)	\$7,343	\$46,279
541	Consultant / Operational Audit	\$00.00	\$00.00
<b>Sub Total</b>		<b>\$513,339</b>	<b>\$1,811,512</b>
	<b>Police Expense</b>		
		<b>Kensington Contract Cost</b>	<b>Kensington Annual Cost</b>
552	Expendable Police Supplies (Station Office Supplies)	\$1,000	\$2,000
553	Range / Ammunition	\$00.00	\$2,000

560	Crossing Guard	\$00.00	\$00.00
562	Vehicle Operation (fuel - \$21,000 / Service \$15,000)	\$36,000	\$36,000
564	Communications (\$95,000 Comm. / \$17560 RMS)	\$112,560	\$112,560
566	Radio Maintenance	\$4,400	\$4,400
568	Prisoner / Crime Lab - Case Expense / Bookings	\$5,000	\$5,000
570	Training	\$00.00	\$12,000
572	Recruiting	\$00.00	\$7,650
574	Reserve Officers	\$00.00	\$2,000
576	Misc. Dues, Meals, Travel (CCC, CAL, IACP, Chief Assoc.)	\$1,500	\$3,000
580	Utilities – Police Facility	\$8,000	\$8,000
581	Building Repair / Maintenance	\$2,000	\$2,000
582	Office Supplies (Facility + District + Police operations)	\$6,000	\$6,000
586	Machine Maintenance	\$00.00	\$00.00
588	Telephones • Richmond KPD / ECFD \$180 • 526-4141 \$3,900 • Long Distance \$1,800 • Maintenance \$1,380 • 3 Cell Phones \$1,033	\$8,293	\$11,048
590	Housekeeping	\$5,000	\$5,000
592	Publications (Deering Legal Codes Updates Only)	\$1,000	\$3,000
594	Community Policing (Sr. Program, Sand Bags, Website)	\$5,000	\$5,000
596	CAL-ID , West-Net (Cal I.D. only - \$4,472)	\$4,472	\$12,472
598	COPS Special Fund (PSA – 20 hrs / wk = \$21,840 +Xing Grd @ \$9,630	\$31,470	\$31,470
<b>Sub Total</b>		<b>\$231,695</b>	<b>\$270,600</b>
	<b>Police Related District Expenses</b>	<b>Kensington Contract Cost</b>	<b>Kensington Annual Cost</b>
810	Computer: • California Law Enforcement Teletype System (CLETS) \$400 annual fee. • ARIES (Office of Revenue CCC) \$5,000 shared costs • ACCJIN (Office of Revenue CCC) \$2,500 shared costs • Two Computers \$500 ea.	\$8,400	\$22,900
830	Legal Expenses - \$50,000 most related to police personnel actions and negotiations.	\$2,000	\$50,000
835	Consultant	\$00.00	\$10,000
<b>Sub Total</b>		<b>\$10,400</b>	<b>\$82,900</b>
	<b>Police Related Capital Outlay Expenses</b>	<b>Kensington Contract Cost</b>	<b>Kensington Annual Cost</b>
962	Police Vehicles	\$30,000	\$30,000
<b>Sub Total</b>		<b>\$30,000</b>	<b>\$30,000</b>
	<b>El Cerrito Contract Expenses for Police Services</b>	<b>Kensington Contract Cost</b>	<b>Kensington Annual Cost</b>
N/A	Field Services – Six Officers at Top Step with Benefits + 5% Overtime	\$895,985	\$00.00
N/A	Field Supervision – at 23.1% (6 Contract officers are 23.1%	\$161,304	\$00.00

	of Patrol Field Staffing)		
N/A	Support Services (Records Management – 8% of Total)	\$44,404	\$00.00
N/A	Investigations (One Detective 20 Hours per week)	\$74,225	\$00.00
N/A	Administrative Overhead • Lieutenant \$25,990 • Captain \$22,350 • Chief \$27,401	\$75,741	\$00.00
<b>Sub Total</b>		<b>\$1,251,659</b>	<b>\$00.00</b>
	<b>TOTAL COSTS</b>	<b>Kensington Contract Total Cost</b>	<b>Kensington Annual Total Cost</b>
<b>Sub Total</b>	<b>Police Salary and Benefits</b>	<b>\$513,339</b>	<b>\$1,811,512</b>
<b>Sub Total</b>	<b>Police Expense</b>	<b>\$231,695</b>	<b>\$270,600</b>
<b>Sub Total</b>	<b>Police Related District Expenses</b>	<b>\$10,400</b>	<b>\$82,900</b>
<b>Sub Total</b>	<b>Police Related Capital Outlay Expenses</b>	<b>\$30,000</b>	<b>\$30,000</b>
<b>Sub Total – Direct Costs that Kensington Would Continue to Pay With and Without Contractual Support from El Cerrito.</b>		<b>\$785,704</b>	<b>\$2,195,012</b>
<b>Sub Total</b>	<b>El Cerrito Contract Expenses for Police Services</b>	<b>\$1,251,659</b>	<b>\$00.00</b>
<b>TOTAL COST</b>		<b>\$2,037,093</b>	<b>\$2,195,012</b>
<b>Cost Difference</b>	<b>Projected Cost Savings by Contracting With El Cerrito</b>	<b>\$157,919</b>	

# CHAPTER VI

## TRANSITION PLAN AND ASSOCIATED COSTS

This Chapter describes the projected transition process and associated costs for Kensington and El Cerrito to begin contract police services.

**Significant in the process is the projected term of eighteen (18) months to complete the transition and the associated estimated transition costs of approximately \$460,000.**

The major components of time for the Transition Plan are:

- Time estimated to bring and receive endorsement from the Kensington Board and El Cerrito Council to engage discussions for contract development; And
- Time required to comply with a recently adopted District Ordinance requiring voter approval to proceed with the elimination of the Kensington stand-alone Police Department for a proposed contract for police service.

The major Transition Cost Factors are:

- Costs associated with the recruitment and training process to bring six (6) new officers into the El Cerrito organization to support contract services.

Although these terms could be negotiated, these types of contracts typically call for the agency receiving the service to pay for the “initial” staffing of the additional officers required. After initial placement, it then becomes the responsibility of the “contractor” to maintain staffing just as a component of filling a vacancy due to personnel attrition.

Additionally, although the FTO could be very flexible in terms of time especially if Kensington officers were afforded “direct appointment” as El Cerrito Officers, the full burden of this expense, (\$ 292,842) is included as a liability.

- All other costs are within Transition norms.

Displayed in the following table are the estimated costs associated with the transition from the Kensington Police Department to a Contract for Police Service with the City of El Cerrito Police Department.

Following the table of estimated costs for the Transition is a “matrix” that identifies the major planning processes for transition that are tied to the “table of costs”.

**One Time Initial Cost**

**Estimated Transition Cost Projections for Contract Services with El Cerrito**

#	Factor	Summary Description of Service / Activity	Estimated Cost
1	Voter Approval Required Engage an External Contract to Provide Police Services	Funding for a Special or General Election to determine voter approval, required by District Ordinance adopted by the District Board at its regularly scheduled meeting on October 8, 2009, to proceed with a proposed contract for police services.  3,723 Registered voters at \$6.50 ea.	\$25,000
2	Attorney Fees	Fees associated with Contract review for "Content and Form".	\$15,000
3	Accrued Vacation / Compensatory Time Pay-out existing Kensington Sworn Officers	Current levels reside at 407 hours with a liability of \$22,828 for officers and 474 hours with a liability of \$31,257 for sergeants for a total liability of \$57,085. Considering focus on using this time prior to transition projections are ½ of current time	\$27,042
4	Initial Uniform and Safety Equipment for New Contract Sworn.	Six Contract Officers at approximately \$3,709 each. (Summary Description of Expenses follows). Some expense might be off-set by using existing District owned equipment and / or the employment of existing Kensington staff.  Cost assumption is 75% of the liability of \$22,254 (6 X \$3,709 = \$22,254 X 75% = \$16,691)	\$16,691
5	Background Processing for 6 Officers	This one time POST mandated expense is for the initial recruitment and background, medical, psychological processing for six additional officers for the Kensington Contract at \$3,225 each.  <u>NOTE:</u> Ongoing attrition is the responsibility of the contractor, except , requests for additional Kensington staff would again be subject to this expense.	\$19,350
6	New Officer Mandated Field Training – 4.5 Months	Assumptions: <ul style="list-style-type: none"> <li>• New officers will be "lateral transfers from Kensington or other agencies.</li> <li>• New officer compensation will be at the step three (3) compensation level range (\$71,589 annually) + 45% Benefits (\$58,569) for total annual compensation of \$130,153. (\$10,846 monthly).</li> <li>• Although Officers might be released early the full assessment of potential liability will be used. (6 X 4.5 months = 27 X \$10,846 = \$292,842).</li> </ul>	\$292,842

		<ul style="list-style-type: none"> <li>Officers have to be hired 4.5 months in advance of the start date. Should they be released from field training early they then would continue working in an "over hire" status to the start date. This further amplifies consideration for Kensington Officer "Direct Appointment.</li> </ul>	
7	Kensington Officer Orientation	<p>Two week Officer Orientation to become familiar with Kensington Police Service in terms of geography, call response, facility, special programs.</p> <p>Officer annual cost (\$144978) X 6 officers (\$869,868 o.t. not included) / 12 months = \$72,489 per month / ½ = \$36,245</p>	\$36,245
8	Support Services Transition	<p>Two weeks to set protocols for data collection and transfer, report processing, and (any) coordination with Richmond records management.</p> <p>Annual cost = \$44,404.</p>	\$1,850
9	Investigative Support Transition	<p>Two weeks to set follow-up protocols, transfer of investigations in progress, and coordination with the District Attorney's Officer.</p> <p>Annual cost = \$74,225</p>	\$3,093
	Sub Total		\$437,113
	Overhead Costs @ 5%	Unanticipated costs associated with public hearing meetings, forms and supplies, limited use of consultant.	\$21,856
	<b>TOTAL COST for TRANSITION</b>		<b>\$458,969</b>

The tables on the following page illustrate the costs associated with officer related start up costs, "uniform and safety equipment", number 4, and officer background and processing, number 5.

**Officer Related Start-Up Costs to be Paid by Kensington**

<b>Equipment</b>	<b>Cost</b>
Uniforms	\$800
Pistol	600
Rain Gear	209
Leather with Radio Holder	450
Handcuffs	35
OC Spray	20
Badge	60
Utility Bag	125
Cite Holder	25
Finger Print Kit	25
Baton	110
Name Plate	5
Pocket Mask (CPR)	10
Safety Vest	467
Taser (Optional @ Officers Request)	750
<b>TOTAL</b>	<b>\$3,709</b>

Hiring Cost to be paid by Kensington for each new / Additional Contract Officer. This would be an "increase in the number of Contract Officers, not Replacement Officers.

**Costs Associated with Hiring "Initial and Additional Sworn Contract Officers**

<b>Hiring Process Element</b>	<b>Cost</b>
Polygraph	\$175
Medical (Kaiser)	\$750
Psychological Profile	\$350
Background Investigation	1,500
Administrative Expense	500
<b>TOTAL PROJECTED EXPENSE FOR HIRING A NEW OFFICER</b>	<b>\$3,225</b>
<b>TOTAL COST FOR NEW KENSINGTON CONTRACT OFFICER</b>	<b>\$6,394</b>

The Transition Plan, which identifies the major planning processes required to move to contract police service are illustrated in the matrix on the following pages. This Plan is supported by associated transition costs displayed in the first table in this Chapter.



## Start-up and Transition Plan

Transition Task	Staff Responsible	Schedule
<p>Kensington Board and El Cerrito Council Approval to engage in contract discussions to provide contract Police Services</p> <p>Develop Contract Terms for Contract Police Service with El Cerrito using the "Feasibility Study" as a guide for contract elements discussion. Element considerations are:</p> <ul style="list-style-type: none"> <li>• Contract term</li> <li>• Scope of Services (specific definition of existing proactive service i.e. Key Program, Senior Program, Vacation House Checks, etc.).</li> <li>• Contract Evaluation Criterion.</li> <li>• Coordination of Administrative and Reporting responsibilities</li> <li>• Number of personnel required</li> <li>• Assignment of Personnel</li> <li>• Cost assessment methodology for personnel and services.</li> <li>• Service cost areas retained by Kensington, (communications, RMS, Facility, Vehicles)</li> <li>• Contract Field Officers in Kensington Uniforms and Marked Patrol Vehicles.</li> <li>• Employment of Existing Kensington Sworn Staff.</li> <li>• Kensington Officer Selection Process</li> <li>• Other Assumptions Identified in the Feasibility Study Report.</li> </ul> <p>Participate in Public Hearings:</p> <p>El Cerrito: Public Outreach / Information</p> <p>Kensington: Public Outreach / Information / Education for Police Protection and Law Enforcement Services Ordinance that requires public approval to engage in Contract Services for General Police Service</p>	<p>El Cerrito: City Staff Department Head Team. City Manager Chief of Police and Police Executive Team.</p> <p>Kensington: General Manager / Chief of Police Board Sub-Committee with three (3) members of the community.</p>	<p>Eighteen (18) months prior to start date.</p> <p>Coordinated with a Special or General Election for required approval by a majority of voters to move forward with a proposed contract Police Services services.</p>

<p>Contract Review by Kensington and El Cerrito Counsel for "Form and Content"</p> <p>Board / Council Presentations Requesting Authorization to proceed with the proposed El Cerrito contract for Police Services.</p>	<p>El Cerrito: City Manager, Chief of Police Kensington: General Manager / Chief of Police District Board Committee</p>	<p>Fourteen Months (14) prior to start date</p>
<p>Prepare and Bring a Ballot Measure to the Kensington Registered Voters for approval to proceed with the proposed contract for police service.</p> <p>Findings and Purpose: (Adopted by the Kensington Board on 01/08/09) The maintenance of an independent police department staffed by peace officers, including a Chief of Police, employed directly by the District is in the best interests of the District and its residents. This ordinance is intended to ensure that no action can be taken to disband or eliminate the District's independent police department, or to subcontract, assign or delegate the District's police protection and law enforcement responsibilities, without prior voter approval.</p>	<p>General Manager / Chief of Police Kensington District Board</p>	<p>Eighteen Months (18) prior to start date.</p>
<p>Driven by Kensington Voter Approval to proceed:</p> <p>Begin Recruitment Process for the six (6) Additional Personnel Required to Provide Contract Services.</p> <ul style="list-style-type: none"> <li>• Six officers are required.</li> <li>• Recruitment, Processing and selection will be three (3) months</li> <li>• Field Training will be 4.5 months</li> <li>• Placement of Kensington Sworn Staff would have a positive impact: <ul style="list-style-type: none"> <li>- assure that police service is not disrupted during the transition</li> <li>- existing Kensington staff would bring exceptional community insight for policing practices.</li> <li>- Available to provide immediate support, (past knowledge) for unexpected attrition of contract officers from the Kensington assignment.</li> <li>- Using Kensington staff would have a positive impact on costs associated with "transition" in terms of "uniform and safety equipment", officer orientation, initial field training, (FTO).</li> <li>- Kensington Officers are POST Certified.</li> </ul> </li> </ul>	<p>El Cerrito Police Executive Team with support from the City Human Resources Department</p>	<p>Nine (9) months prior to start date.</p>

<p>- Standard El Cerrito Probationary protocols (typically 18 months) will continue to be employed for deficient performance.</p>		
<p>Identification and Selection of Sworn Kensington Contract Staff.</p> <p>Solicit applications of interest from El Cerrito Sworn staff for commitment to work for the Kensington community for a projected term of four (4) years.</p> <p>Selection and coordination of a Kensington Interview Panel of for those El Cerrito Officers that have expressed interest in the assignment.</p> <p>The Interview panel of Kensington residents, Chaired by the GM/COP will make non-binding recommendations to the El Cerrito Chief of Police for candidate selection.</p>	<p>El Cerrito Police Executive Team Kensington General Manager / Chief of Police</p>	<p>Three (3) months prior to start date.</p>
<p>New Kensington Officer Orientation / Transfer of Duties and Responsibilities of Existing Staff.</p> <ul style="list-style-type: none"> <li>• General Manager / Board President Orientation</li> <li>• Geography and facility orientation</li> <li>• Uniforms and Equipment</li> <li>• Internal process familiarization</li> </ul>	<p>El Cerrito Administrative and Supervisor Team. Kensington GM/COP</p>	<p>Two (2) weeks prior to start date.</p>
<p>Support Services Transition Planning.</p> <p>Development of protocols and processes for incident report processing, data collection and distribution of reports and associated information.</p>	<p>El Cerrito Police Support Services Supervisor. Kensington Police Aide responsible for the police records function.</p>	<p>Two (2) weeks prior to state date.</p>
<p>Investigative Support Transition Planning</p> <p>Coordinate the transfer of investigative files, specific on-going follow-up, Case investigative status, prioritization of active cases, District Attorney liaison, pending cases for criminal prosecution.</p>	<p>Investigative Unit Supervisors and Assigned El Cerrito Detective. Kensington Officer assigned to investigations.</p>	<p>Two (2) weeks prior to start date.</p>

# NEW BUSINESS

#6 - Director John Stein will request for discussion and possible action a review of the District's projected five year financial forecast and recommendations for next steps to be taken. Board Action.

AGENDA ITEM: Discussion for possible action - Review of the Districts' projected 5-year financial forecast and recommended next steps.

Director's Pat McLaughlin and Bill Wright developed a detailed 5-year forecast, which has been presented and discussed at a previous meeting of this Board. The forecast points out that by 6/30/12 the KPPCSD will have depleted its unallocated reserves and will have a projected unallocated reserve of (\$28,000.)

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See EXHIBIT A

Directors McLaughlin and Wright also developed unallocated reserve projections using four different levels of increase in the special police assessment: \$150/yr; \$175/year; \$200/year; \$250/year.

For the KPPCSD to begin replenishing its depleted reserves at a very modest rate, an assessment increase of at least \$200/year is required.

See EXHIBIT B

#### RECOMMENDED NEXT STEPS:

I would like to recommend that the Board instruct General Manager Greg Harman to perform the following research and report back to the Board at its next regularly scheduled meeting on December 10, 2009:

1. In consultation with the finance committee, develop a specific dollar amount increase for the special police assessment.
2. Consult with District Counsel to determine Brown Act and other specific legal procedures required for adoption of an increased assessment.
3. Consult with NBS to develop a project plan identifying (A) the specific tasks that must be completed, and (B) the time lines to complete the those tasks in order to place the "request of an increased assessment" on the June 2010 ballot or, if feasible, at an earlier date.

KPPCSD Revenue/Expense Summary  
5 year forecast

4:02 PM 10/26/2009

Fiscal Year	2009/10 (Budget)					2010/11 projected					2011/12 projected					2012/13 projected					2013/14 projected					2014/15 projected											
	Levy Tax Increase	Personnel Increase				4%	3%				4%	3%				4%	3%				4%	3%				4%	3%				4%	3%					
Total Operating Income	2,039,855		2,091,418		2,145,034			2,200,786		2,258,759			2,319,042		2,340,042			2,340,042		2,279,759			2,279,759			2,279,759			2,279,759			2,279,759			2,279,759		
Total Operating Expenses	2,396,120		2,521,860		2,594,001			2,688,513		2,745,260			2,824,309		2,830,309			2,830,309		2,751,260			2,751,260			2,751,260			2,751,260			2,751,260			2,751,260		
Total Excess Operating Revenue	(356,265)		(430,242)		(448,967)			(487,727)		(483,967)			(490,267)		(490,267)			(490,267)		(471,500)			(471,500)			(471,500)			(471,500)			(471,500)			(471,500)		
Dedicated Revenues																																					
448 - Franchise Fees	21,000		21,000		21,000			21,000		21,000			21,000		21,000			21,000		21,000			21,000			21,000			21,000			21,000			21,000		
Revenue Total	21,000		21,000		21,000			21,000		21,000			21,000		21,000			21,000		21,000			21,000			21,000			21,000			21,000			21,000		
890 - Wastes/Recycle	30,000		6,000		6,000			6,000		6,000			6,000		6,000			6,000		6,000			6,000			6,000			6,000			6,000			6,000		
Expenses Total	30,000		6,000		6,000			6,000		6,000			6,000		6,000			6,000		6,000			6,000			6,000			6,000			6,000			6,000		
Excess Revenue	(9,000)		15,000		15,000			15,000		15,000			15,000		15,000			15,000		15,000			15,000			15,000			15,000			15,000			15,000		
426 - Park Donations	1,000		-		-			-		-			-		-			-		-			-			-			-			-			-		
435 - Grants-Park/Rec	-		-		-			-		-			-		-			-		-			-			-			-			-			-		
437 - PWR Asset Sale	-		-		-			-		-			-		-			-		-			-			-			-			-			-		
Revenue Total	1,000		48,000		48,000			48,000		48,000			48,000		48,000			48,000		48,000			48,000			48,000			48,000			48,000			48,000		
971 - Park Land	-		-		-			-		-			-		-			-		-			-			-			-			-			-		
972 - Park Buildings Improvement	-		-		-			-		-			-		-			-		-			-			-			-			-			-		
973 - Park Construct Grant	-		-		-			-		-			-		-			-		-			-			-			-			-			-		
Expenses Total	-		48,000		48,000			48,000		48,000			48,000		48,000			48,000		48,000			48,000			48,000			48,000			48,000			48,000		
Excess Revenue	1,000		(48,000)		(48,000)			(48,000)		(48,000)			(48,000)		(48,000)			(48,000)		(48,000)			(48,000)			(48,000)			(48,000)			(48,000)			(48,000)		
Total Income	2,061,855		2,112,418		2,166,034			2,221,788		2,279,759			2,340,042		2,340,042			2,340,042		2,279,759			2,279,759			2,279,759			2,279,759			2,279,759			2,279,759		
Total Expense	2,426,120		2,575,860		2,600,001			2,674,513		2,716,260			2,824,309		2,830,309			2,830,309		2,751,260			2,751,260			2,751,260			2,751,260			2,751,260			2,751,260		
Total Excess Revenue	(364,265)		(463,242)		(433,967)			(452,727)		(453,967)			(490,267)		(490,267)			(490,267)		(471,500)			(471,500)			(471,500)			(471,500)			(471,500)			(471,500)		
Less Prop 1A suspension	(101,385)							101,385																													
Net Excess Revenue (after Prop 1A Suspension)	(465,650)		(463,242)		(433,967)			(451,341)		(433,967)			(490,267)		(490,267)			(490,267)		(471,500)			(471,500)			(471,500)			(471,500)			(471,500)			(471,500)		
Parcels	2,262		2,262		2,262			2,262		2,262			2,262		2,262			2,262		2,262			2,262			2,262			2,262			2,262			2,262		
Police & District Deficit per Parcel	145		179		186			194		186			194		186			194		202			202			202			202			202			202		
Park Department Deficit per parcel	11		12		12			12		12			12		12			12		13			13			13			13			13			13		
Estimated Cash Carryover from prior Year	1,981,442		1,515,792		1,052,550			618,582		1,052,550			618,582		618,582			618,582		267,241			267,241			267,241			267,241			267,241			267,241		
Cash less Budget deficit	1,515,792		1,052,550		618,582			267,241		618,582			267,241		267,241			267,241		(204,259)			(204,259)			(204,259)			(204,259)			(204,259)			(204,259)		
Allowances																																					
Mandated Budget Contingency ( 10%)	242,612		257,566		260,000			267,451		260,000			267,451		260,000			267,451		275,126			275,126			275,126			275,126			275,126			275,126		
Allowance for Accrued Vacation/Comp Time	100,000		104,000		108,160			112,486		108,160			112,486		108,160			112,486		116,986			116,986			116,986			116,986			116,986			116,986		
Allowance for Notes Payable (Bond Issue)	92,830		92,830		92,830			92,830		92,830			92,830		92,830			92,830		92,830			92,830			92,830			92,830			92,830			92,830		
Total Allowances	435,442		454,396		460,990			472,768		460,990			472,768		460,990			472,768		484,942			484,942			484,942			484,942			484,942			484,942		
Dedicated Funds																																					
Park Restroom	48,000		-		-			-		-			-		-			-		-			-			-			-			-			-		
Bay View Account	145,440		165,440		185,440			205,440		185,440			205,440		185,440			205,440		225,440			225,440			225,440			225,440			225,440			225,440		
Total Dedicated Funds	193,440		165,440		185,440			205,440		185,440			205,440		185,440			205,440		225,440			225,440			225,440			225,440			225,440			225,440		
Total Allocations/Dedicated	628,882		619,836		619,836			619,836		619,836			619,836		619,836			619,836		619,836			619,836			619,836			619,836			619,836			619,836		
Total Available Funds	886,910		432,714		(27,848)			(410,967)		(27,848)			(410,967)		(27,848)			(410,967)		(914,641)			(914,641)			(914,641)			(914,641)			(914,641)			(914,641)		

Fiscal Year	2009/10 (Budget)	2010/11		2011/12		2012/13		2013/14		2014/15	
		Levy Tax Increase Personnel Increase	projected	projected	projected	projected	projected	projected	projected	projected	projected
Available Funds under various Tax Increases											
A	150 per parcel (assumes 3% CPI)										
	Beginning Cash		1,515,792	1,391,865	1,307,392	1,307,392	1,316,030	1,316,030	1,316,030	1,215,308	1,215,308
	Budget Deficit without 2010 Tax Increase		(463,242)	(433,967)	(351,341)	(351,341)	(471,500)	(471,500)	(471,500)	(490,267)	(490,267)
	Plus Tax Increase		339,315	349,494	359,979	359,979	370,779	370,779	370,779	381,902	381,902
	New Total Reserve		1,391,865	1,307,392	1,316,030	1,316,030	1,215,308	1,215,308	1,215,308	1,106,943	1,106,943
	Allowances		(454,396)	(460,990)	(472,768)	(472,768)	(484,942)	(484,942)	(484,942)	(497,526)	(497,526)
	Dedicated Funds		(165,440)	(185,440)	(205,440)	(205,440)	(225,440)	(225,440)	(225,440)	(245,440)	(245,440)
	Unallocated Available Reserves		772,029	660,962	637,822	637,822	504,926	504,926	504,926	363,976	363,976
B	175 per parcel (assumes 3% CPI)										
	Beginning Cash		1,515,792	1,448,417	1,422,193	1,422,193	1,490,828	1,490,828	1,490,828	1,451,903	1,451,903
	Budget Deficit without 2010 Tax Increase		(463,242)	(433,967)	(351,341)	(351,341)	(471,500)	(471,500)	(471,500)	(490,267)	(490,267)
	Plus Tax Increase		395,868	407,744	419,976	419,976	432,575	432,575	432,575	445,552	445,552
	New Total Reserve		1,448,417	1,422,193	1,490,828	1,490,828	1,451,903	1,451,903	1,451,903	1,407,188	1,407,188
	Allowances		(454,396)	(460,990)	(472,768)	(472,768)	(484,942)	(484,942)	(484,942)	(497,526)	(497,526)
	Dedicated Funds		(165,440)	(185,440)	(205,440)	(205,440)	(225,440)	(225,440)	(225,440)	(245,440)	(245,440)
	Unallocated Available Reserves		828,581	775,763	812,620	812,620	741,521	741,521	741,521	664,221	664,221
C	200 per parcel (assumes 3% CPI)										
	Beginning Cash		1,515,792	1,504,970	1,536,995	1,536,995	1,665,626	1,665,626	1,665,626	1,688,497	1,688,497
	Budget Deficit without 2010 Tax Increase		(463,242)	(433,967)	(351,341)	(351,341)	(471,500)	(471,500)	(471,500)	(490,267)	(490,267)
	Plus Tax Increase		492,420	465,993	479,972	479,972	494,372	494,372	494,372	509,203	509,203
	New Total Reserve		1,504,970	1,536,995	1,665,626	1,665,626	1,688,497	1,688,497	1,688,497	1,707,432	1,707,432
	Allowances		(454,396)	(460,990)	(472,768)	(472,768)	(484,942)	(484,942)	(484,942)	(497,526)	(497,526)
	Dedicated Funds		(165,440)	(185,440)	(205,440)	(205,440)	(225,440)	(225,440)	(225,440)	(245,440)	(245,440)
	Unallocated Available Reserves		885,134	890,565	987,418	987,418	978,113	978,113	978,113	964,466	964,466
D	250 per parcel (assumes 3% CPI)										
	Beginning Cash		1,515,792	1,618,075	1,749,632	1,749,632	1,980,783	1,980,783	1,980,783	2,109,247	2,109,247
	Budget Deficit without 2010 Tax Increase		(463,242)	(433,967)	(351,341)	(351,341)	(471,500)	(471,500)	(471,500)	(490,267)	(490,267)
	Plus Tax Increase		565,525	565,525	582,491	582,491	599,963	599,963	599,963	599,964	599,964
	New Total Reserve		1,618,075	1,749,632	1,980,782	1,980,782	2,109,247	2,109,247	2,109,247	2,218,944	2,218,944
	Allowances		(454,396)	(460,990)	(472,768)	(472,768)	(484,942)	(484,942)	(484,942)	(497,526)	(497,526)
	Dedicated Funds		(165,440)	(185,440)	(205,440)	(205,440)	(225,440)	(225,440)	(225,440)	(245,440)	(245,440)
	Unallocated Available Reserves		998,239	1,103,202	1,302,574	1,302,574	1,398,865	1,398,865	1,398,865	1,475,978	1,475,978

# NEW BUSINESS

#7 - General Manager Greg Harman will present the Board with a California Environmental Quality Act Notice of Exemption for the park restroom prepared by Colette Meunier, AICP, for discussion and possible action.



**cm** COLETTE MEUNIER, AICP

564 Sandy Way  
Benicia, California 94510  
510.847.9731  
colette.meunier@mindspring.com

**Sent Electronically**

October 26, 2009

Gregory E. Harman  
General Manager/Chief of Police  
Kensington Police Protection/Community Service District  
217 Arlington Avenue  
Kensington, CA 94707

RE: California Environmental Quality Act (CEQA) Review for Kensington Community Park Restrooms Project.

Dear Chief Harman:

You requested that I prepare the appropriate CEQA environmental review document for the proposed Kensington Community Park Restrooms Project. On Friday, October 23, 2009 I picked up a copy of the project plans and conducted a site visit. Based on my review of the plans prepared by Jack Griffith, dated October 21, 2009, and visiting the project site, it is my recommendation that the project is appropriate for a Categorical Exemption under Class 3 of the CEQA Guidelines. I have attached a draft copy of the Notice of Exemption for your review. Please review it and advise me if any of the information in the Exemptions needs to be corrected or updated.

Based on our telephone conversations, I understand that the District Board will be asked to approve the Categorical Exemption. Once the Exemption is approved and signed, it should be filed with the County Clerk. There is a \$50.00 filing fee. In my experience, agencies managing grant programs usually require a copy of the Notice of Exemption that has been filed with the County Clerk as part of the grant request. You should check with the East Bay Regional Parks District whether this is the case for Measure WW funds.

Please accept this letter as my invoice for preparing the CEQA environmental review for this project.

**Tasks:** Project site visit, review of project plans, research of CEQA provisions, and preparation of the Notice of Exemption.

**Time Spent:** 1 hour.

**Cost:** \$145.00.

I am available if you have any questions or concerns. Thank you for the opportunity to assist you with this project.

Sincerely,



Colette Meunier, AICP

Attachment

To: County Clerk  
County of Contra Costa

From: Kensington Police Protection/  
Community Service District  
217 Arlington Avenue  
Kensington, CA 94707

Project Title: Kensington Community Park Restrooms

Project Location – Specific: At the northerly end of Windsor Street in the Kensington Community Park, in the unincorporated community of Kensington, CA.

Project Location-City: Kensington (unincorporated) Project Location-County: Contra Costa

Description of Nature, Purpose and Beneficiaries of Project: The project is the installation of a single-story, pre-fabricated, modular building containing two gender-specific, single-user restrooms for use by the public. The building, approximately 11 feet by 20 feet, is to be located within the existing Kensington Community Park, adjacent to the northerly end of Windsor Street. The location is vegetated with introduced grass species and no tree removal is required for the project. Measure WW funds from the East Bay Regional Park District will be requested for the project. The beneficiaries of the project are the residents of the District who use the Kensington Community Park.

Name of Public Agency Approving Project: Kensington Police Protection/Community Service District

Name of Person or Agency Carrying out Project: Kensington Police Protection/Community Service District

Exempt Status (check one)

- Ministerial (Sec. 21080 (b)(1); 15268)
- Declared Emergency (Sec. 21080 (b)(3); 15269 (a))
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption (State type and section number): **CEQA Guidelines Section 15303 – Class 3: New Construction or Conversion of Small Structures.**
- Statutory Exemption (State code number): \_\_\_\_\_

Reasons why project is exempt: The project is the construction of an approximately 200 square-foot pre-fabricated restroom building that will be located within an existing park, in an existing area of introduced landscaping, involving minimal grading. There are no environmental resources of a hazardous or critical concern at the site.

Local Agency Contact Person: Gregory E. Harman Telephone Number: (510) 257-4141

Signature:

\_\_\_\_\_  
Gregory E. Harman  
General Manager/Chief of Police  
Kensington Police Protection/Community Service District

\_\_\_\_\_  
Date

- Signed by Lead Agency      Date received for filing at OPR: (not applicable)
- Signed by Applicant