



# Kensington Police Protection and Community Services District

## BOARD OF DIRECTORS

### AGENDA

Thursday, January 25, 2018  
59 Arlington Avenue, Kensington, California

Special Meeting - Closed Session 6:30 P.M.  
Regular Meeting 7:30 P.M.

1. **Call to Order/Roll Call – 6:30 P.M.**
2. **Special Meeting: Closed Session – Public Comments.**
3. **Adjourn to Closed Session**
  - a. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION:  
Significant exposure to litigation pursuant to § 54956.9(d)(2) and (e)(1) of the California Government Code.
  - b. Item to come from RSW and AD
  - c. CONFERENCE WITH LABOR NEGOTIATORS:  
Agency representatives: General Manager Anthony Constantouros and Jonathan Holtzman.  
Employee organization: Kensington Police Officers Association.
4. **Regular Meeting – Call to Order/Roll Call 7:30 P.M.**
5. **Public Comments:** Members of the public may address the Board on items not listed on the agenda but that are within the jurisdiction of the District. Comments on matters that are listed on the agenda and requiring Board action may be made at the time the Board is considering each item. Please observe our five-minute limit, per Board Policy 5030.41.  
  
**Note:** Items that are informational only have been moved to the agenda packet's addendum. Public comments about such items made be made at this time.  
  
To comment on agenda items, please complete speaker cards and submit them to staff.
6. **Board/Staff Comments**
7. **Consent Calendar**  
**Note:** These are routine items usually adopted by the Board by a single motion, unless a Director removes an item. Non-action items that formerly appeared as part of the Consent Calendar have been moved to the Board Packet's Addendum.
  - a. Minutes from December 14, 2017 Pg. 3
8. **Old Business**
  - a. Announcement of Board Committees, per Policy 4060. To be presented by President Sherris-Watt.  
Pg. 19

**9. New Business**

- a. The Kensington Police Protection and Community Services District Board of Directors will discuss and possibly approve an Extension of the Memorandum of Understanding with the Kensington Police Officers Association. Pg. 22
- b. The Kensington Police Protection and Community Services District Board of Directors will discuss and possibly take action regarding the upcoming vacancies of Special District Seats of the Contra Costa County Local Agency Formation Commission (LAFCO). Pg. 43
- c. The Kensington Police Protection and Community Services District Board of Directors will discuss and possibly approve an agreement with All City Management Services for crossing guard services. Pg. 52
- d. The Kensington Police Protection and Community Services District Board of Directors will discuss and make recommendations about emergency services. Pg. 58
- e. The Kensington Police Protection and Community Services District Board of Directors will discuss and possibly take action regarding Board and Committee meetings for calendar year 2018. .

10. If further Closed Session is required, the Board will return to Closed Session following the end of the Regular Meeting.

ADJOURNMENT

General Information

- All proceedings of the Open Session will be audio and video taped.
- The Community Center has devices for hearing assistance. Please contact GM Anthony Constantouros for information about the equipment.
- The Community Center is Wi-Fi accessible.
- Upon request, the Kensington Police Protection and Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meeting. Please send written request, including your name, mailing address, phone number, and a brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two days before the meeting. Requests should be sent to: Lynn Wolter, District Administrator, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707

POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at [www.kensingtoncalifornia.org](http://www.kensingtoncalifornia.org)  
Complete agenda packets are available at the Public Safety Building and the Library.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Services District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the **District offices, 217 Arlington Ave, Kensington, CA 94707** at the same time that those records are distributed or made available to a majority of the Board

Items formerly included under the Board Packet Addendum are now posted separately on the District's website, under the title "Monthly Reports."

Communications and information submitted by community members and others will be included in the Correspondence section of this report and available to the public.

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### **Meeting Minutes for 12/14/17**

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, December 14, 2017, at 6:00 P.M., at the Community Center, 59 Arlington Ave., Kensington, California. A Regular Meeting (Open Session) followed.

#### **ATTENDEES**

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Rachelle Sherris-Watt, President	Ann Danforth, District's Legal Counsel
Eileen Nottoli, Vice President	Karl Kruger
Len Welsh	Mabry Benson
Sylvia Hacaj, Director	Leonard Schwartzburd
Chris Deppe, Director	David Bergen
	Linda Lipscomb
<u>Staff Members</u>	Simon Brafman
Anthony Constantouros, General Manager	Celia Concus
Rickey Hull, Interim Chief of Police	Gail Feldman
	Marilyn Stollon
<u>Press</u>	

President Sherris-Watt called the meeting to order. President Sherris-Watt, Vice President Nottoli, Director Welsh, Director Deppe, and GM Constantouros were present. President Sherris-Watt announced that Director Hacaj would join the Board later, in Closed Session.

#### **CLOSED SESSION PUBLIC COMMENTS**

None.

The Board entered into Closed Session.

#### **CLOSED SESSION**

- 2a. Conference with Labor Negotiators
  - Agency designated representatives: (General Manager Anthony Constantouros and Jonathan Holtzman).
  - Employee organization: Kensington Police Officers Association.

The Board returned to Open Session.

#### 4. Reception for Community Volunteers.

President Sherris-Watt said she considered these volunteers as the one percent of Kensington that values local involvement and that rolls up its sleeves and works, and she congratulated them. She thanked them for their skills and insight, which they used to make Kensington better. She cited these accomplishments:

- Divided the positions of GM and COP
- Hired and promoted outstanding individuals to fill those roles.
- Made the first GM in Kensington's history.
- First Interim Chief to complete a full calendar year since 2014.
- Selected a new dispatch center that provides better reporting.
- Hired terrific new general counsel, at lower cost and increased professionalism and accountability.
- Hired two consultants to begin a review of the District's administrative function and police department to provide employees and the community with an operation that's responsive and reliable.

None of this could have been accomplished without the assistance of community volunteers.

Under special contributions, the Board recognized:

- Michelle Zatcoff, a graphic designer who created the District's new logo.
- Camden Richards, a graphic designer who created the artwork that appears on the Kensington notecards.
- Josh Dickenson donated the cost of producing the notecards.
- David Bergen made the meetings "hum along."
- A. Stevens Delk helped fine-tune policies and procedures.
- David Spath provided significant meeting assistance.
- Simon Brafman, Kim Zvik, and David Spath, ran for the Board's vacant seat.

She thanked these individuals.

She acknowledged committee members:

Solid Waste – Lisa Cole, A. Stevens Delk, Mary Korn, Anthony Knight, Mark Wegner, Lisa Caronna, Gail Feldman, Kathy Stein, and Ciara Wood. This committee examined the solid waste contract, possibly restarted the hazardous waste program, clarified the franchise fee schedule, searched for new places for receptacles, toured county facilities, and acted as facilitators for all Kensington residents in securing the best access to unlimited green waste, possible future food composting, and backyard pick-up.

Technology Committee – David Bergen, Chris Deppe, Simon Brafman, A. Stevens Delk, Dori Oren, and David Spath. This committee brought the District operational microphones, Wi-Fi, hearing assistance, constantly recorded meetings, searchable documents, and – coming in January – a new website.

Park Grounds – Director Welsh reported that this committee had been working for over two years. The committee began by working to ensure that the park buildings were fire-safe. Expertise had been volunteered by Charli Danielson and Dan O'Brien. In addition to these two people, committee members were – Peter Liddell, Mabry Benson, Katie Gluck, Lisa Caronna, Gretchen Gillfillan, and Paul. As a result of this committee's work the park is more fire-safe.

Park Planning – Paula Black, Peter Conrad, Gretchen Gillfillan, Katie Gluck, Todd Hodson, Ciara Wood, Anne Forrest, the KCC Board, Lisa Caronna, and the KIC Board. The committee developed an RFP for hiring an architectural firm, listened to proposals, recommended a firm, examined budgeting, kept the community involved and informed.

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Finance Committee – President Sherris-Watt reported that, when the committee finishes, it will have a financial model that will rival NASA. The committee pursued accountability, fiscal responsibility, made sure that OPEB, PERS, and legal fees were above board. She thanked committee members Rob Firmin, Paul Haxo, Karl Kruger, Lori Trevino, Jim Watt, Gail Feldman, and Linda Lipscomb.

Emergency Services – Maya Churi, Paul Dorroh, Derek Suring, Paul Moss, and Larry Nagel. This committee worked hard to connect the District with CERT and Nixle, and to adopt preventive measures.

Policy and Procedures – A. Stevens Delk, Barbara Dilts, and Marilyn Stollon. They worked to show the Board what other districts are doing.

Community Outreach – Andrew Gutierrez and David Spath. The committee helped the Board engage with the community and let the Board know that the toolbox of the past was not going to be enough. They'd been willing letter writers on all platforms and had shared information about the District. She thanked them for keeping the greater community connected and hoped to utilize their skills in the future.

Additional assistance had been provided by Celia Concus, Catherine de Neergaard, Meldon Heaslip, Len Schwartzburd, and members of the Kensington Fire Protection District. Their assistance was difficult to define, which is why they ended up in a catchall category. They provided additional research, artistic design, donated money, and gave up evenings and weekends.

She said these individuals had still shown up, even when things hadn't gone their way. She was proud and impressed that these people were neighbors, and she thanked them.

All received a round of applause, and there was a pause in the meeting for everyone to have cake.

The meeting resumed.

President Sherris-Watt called the meeting to order and took roll call. President Sherris-Watt, Vice President Nottoli, Director Welsh, Director Hacaj, and Director Deppe were present.

President Sherris-Watt reported that the Board had given direction to its labor negotiator during its Closed Session.

### **PUBLIC COMMENTS**

Linda Lipscomb thanked the Directors. She knew how difficult it was to do the work they did, and they didn't get paid to do it. They did the work because of commitment. She urged them strongly to bargain in good faith with the police union – not to hang back until the Board knew what would come from the study. She said the Board could imagine how difficult it was to hold one's job during a period when one saw instability in the framework that, more or less, guaranteed one's job. She said the Board could also see how difficult it would be to attract people for what used to be a wonderful source of officers – the reserve group: People who become familiar and used to the kind of policing the community expects – they come to know residents' names, the streets, whose dog gets off leash... That's what the people of Kensington expect. It's difficult to get people to come and serve as uncompensated reserve officers in a situation that's constantly in flux. She urged the Board to bargain in good faith, represent the community well, to carry forward and not string it out.

Simon Brafman thanked the Board for this evening. He also thanked them for the presentations about the renovations on the building and the future police organization. He'd like to see residents involved in looking at the future of police services.

### CONSENT CALENDAR

President Sherris-Watt said she wanted to pull Item a from the Consent Calendar because there'd been questions about it. She announced that items that had appeared as part of the Consent Calendar in the past had been moved to an informational packet that had been attached to the agenda. These items would no longer be part of the agenda but would appear on the website. The agenda document would, from now on, pertain only to items being discussed at an agenda's particular meeting.

Karl Kruger said that he had some comments on the financial statement and that Jim Watt had sent him an email earlier in the day. Mr. Watt's questions were:

- Account 564 Communications – Expenditures had been \$34,000 per month, and he wanted to know if this would be the ongoing monthly expense because, at that rate, the annual amount would be \$400,000. The budgeted annual amount was about \$220,000, which included the cost of changing dispatch providers. The District had been billed \$34,000 in the month of November. Mr. Kruger added that, year-to-date, the amount expended had been \$121,000.

President Sherris-Watt responded that the District would not continue to spend \$34,000 per month.

- There'd been an agreement, for 521T – OPEB Trust, to prepay this, which would save \$20,000. This hadn't been paid. Why not?

President Sherris-Watt responded that GM Constantouros should communicate, again, with Debbie Russell that this needs to be paid. She said this had been agreed to by the Finance Committee, and she hoped this had been an error. Director Hacaj asked by when this needed to be paid. President Sherris-Watt said it was typically paid in July or August.

Mr. Kruger said he had a number of detailed items, and he would bring them to the next Finance Committee meeting. But he did want to address:

- The combination of Accounts 502, 504, 506, and 508, the District had overspent by \$44,000 year-to-date. 502 was a little under, and overtime was high. If the District were to continue at this rate, the District would end the year at about \$105,000 over budget.
- Account 808 is also about \$10,000 over budget.

He said that these were pretty big numbers and that, for the past few years, the District had not overspent payroll. Overtime may have been high, but total payroll had always been in line. President Sherris-Watt responded that the Board had been looking at these and was following up with staff.

- Account 972 Park Building Improvement – He asked where the District was on that payment schedule. He noted very little had been paid, year-to-date, and he asked why. Director Hacaj responded that the District had been getting billed at the end of each phase. She noted that the money in this account was also for construction, which had begun yet. Mr. Kruger asked if the project was on schedule. Director Hacaj responded that the project had just begun to fall behind – more detailed cost estimates would probably occur the next month. She added that the money needed to be in the budget because the District needed to show all the dollars committed, or in hand, before it goes to bid in February or March. There's more in the account than would be spent because it needed to be shown in order to go to bid for a public project. She confirmed that payments were up to date, with respect to work that had been completed.

**MOTION: President Sherris-Watt moved, and Vice President Nottoli seconded, to accept the Minutes of November 16, 2017.**

**Motion passed: 5 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj, Deppe**

**NOES:**

**ABSENT:**

**BOARD COMMENTS**

President Sherris-Watt announced that the KPPCSD would be participating in the Kensington Fire Protection District's toy drive. She invited residents to donate unwrapped new gifts by bringing them to the Public Safety Building.

President Sherris-Watt said that, at the prior meeting, speaker cards had been used and she had referred to everyone by their last names. She had done so because there had been a guest who would not have known who everyone was.

**OLD BUSINESS**

- 9a. The Board had its second reading, for possible adoption, of Ordinance 2017-01, an ordinance of the Board of Directors of the Kensington Police Protection and Community Services District Prohibiting Unauthorized Encroachments on District Land and Adopting Criminal and Civil Procedures, Penalties, and other Remedies for such Encroachments.

President Sherris-Watt reported that, at the prior month's meeting, the Board had had a first reading of the document.

President Sherris-Watt solicited public and Board comments, but there were none.

**MOTION: President Sherris-Watt moved, and Vice President Nottoli seconded, that the Board hold a reading of the ordinance, which is Exhibit One that's 2017-01, by moving to read the title only.**

**Motion passed: 5 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj, Deppe                      NOES:                      ABSENT:**

President Sherris-Watt announced there would be a second reading, by title only.

**MOTION: President Sherris-Watt moved, and Director Hacaj seconded, that the Board adopt the ordinance: The Kensington Police Protection and Community Services District – an ordinance of the Board of Directors of the Kensington Police Protection and Community Services District Prohibiting Unauthorized Encroachments on District Land and Adopting Criminal and Civil Procedures, Penalties, and other Remedies for such Encroachments.**

**By a roll call vote, the motion passed 5 - 0:**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj, Deppe                      NOES:                      ABSENT:**

President Sherris-Watt announced that the ordinance would be posted, in full, at the District office, the Community Center, and other prominent places around the community. She asked staff to post the document by December 22<sup>nd</sup> and said it would go into effect 30 days from December 14<sup>th</sup>.

Vice President Nottoli recommended that the ordinance be posted in the same places the agendas are posted. President Sherris-Watt responded that wouldn't be possible, given the timing of the Outlook's publication but that notification could be placed in social media and other prominent locations.

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- 9b. The Board considered appointing an ad hoc steering committee to work with Matrix Consulting Group in its evaluation of options related to delivering police services.

GM Constantouros introduced the item, saying it was related to the Matrix Consulting presentation that had been on the Board's prior meeting on November 29th. There had been discussion about having a steering committee to work with Matrix and to provide feedback during key portions of the evaluation. The steering committee could include up to two Board members, and it was recommended that the committee be comprised of three members, including the GM.

President Sherris-Watt said that she was happy to take GM Constantouros' recommendation and that she had full confidence in all the Board members to ensure the clearest and most concise outcome for the Matrix survey. Her suggestion was that one Director, Director Hacaj, serve as the ongoing member of the committee and that the other Directors serve on a rotating basis, one month at a time, to provide perspective. This would allow each of them to provide their various points of view about their various areas of interest. Vice President Nottoli would have good perspective on community engagement. Director Welsh would have good insight into finding out how the surveying of other agencies was going – what standards were being used for comparing other agencies to Kensington's own. Director Deppe would provide great insight into how the Board could communicate findings to a wider community.

Director Hacaj said she'd volunteered to serve on the committee because she believed the intent of the exercise is for there not to be any pre-determined outcome. The Board is committed to fact-finding and putting forth the findings. She appreciated Linda Lipscomb's comments about the police force – she'd been working for Save the Children and had been laid off during the economic crisis. So, she understands uncertainty. But, she also understands this is nothing personal. She values every one of the officers and believes everyone is doing their best for Kensington. The Board's responsibility is to look at this structurally. She reiterated that there is no predetermined outcome. She's very detail oriented, has done a lot of projects, and is good at keeping the big picture in mind.

Director Deppe said he was fine with this and suggested it would be good to have an update on the project every two weeks, at each Board meeting. He said this, combined with the rotation, would be fine. This would ensure it didn't go off course. Director Hacaj responded that such a report was a task the consultants would have to provide – a regular bulleted report.

GM Constantouros said he could provide this, too. The Board would be able to provide input about areas of interest, and the updates would be more about process than results – results would not be likely every two weeks. Director Deppe responded that he was interested in hearing about progress as often as possible – perhaps have it as a standing item.

President Sherris-Watt said that she didn't want to disrupt continuity and that the Board wants valid and open answers. She also wants to ensure that the Board is representing a lot of viewpoints of the community.

GM Constantouros noted that Director Deppe's point had been that it would be better to over-communicate. The process the Board was discussing would really cut down on the possibility of getting to the end of the study and having people wonder how the conclusion had been obtained.

Director Welsh asked President Sherris-Watt about her concept of the second director's involvement. He said he'd thought she'd planned to suggest a basic rotation rather than a subject matter involvement. If something came up and a subject matter consultation were needed, then it would be appropriate for GM Constantouros to speak with a specific Director about it. But, he thought a simple rotation would be better. She responded that she would be happy with a monthly rotation.

President Sherris-Watt asked for public comments:



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Simon Brafman asked if the Board would have a member of the community serve on the committee. President Sherris-Watt responded that it would not. The community would be brought into the process through focus groups and town hall meetings. At the last meeting, the Board had discussed that choosing a community member would be problematic because community members were wonderfully committed and involved. He responded that he thought someone from the community needed to be involved, from the very beginning, to ensure the focus showed that the interest was to serve the community, not the Board.

Director Hacaj said the intent of the proposal was very clear: It's to come up with the best analysis for the service for the community. There would be multiple opportunities, throughout the process, for everyone in the community to be involved. The Board wants everyone to have that influence. The committee would be for process management – to keep things moving forward. She didn't envision the committee needing to do much because Matrix is very experienced. The Board's job is to ensure the community's involvement occurs at the input sections. Just one or two members of the public should not be involved because that's where problems could occur.

Director Welsh said there would be regular updates at Board meetings, and he could cross-examine the Board, just as everybody else could. Director Welsh added that the Board would be transparent and that there would be town hall meetings.

Mr. Brafman said he'd brought up the committee idea and thought this was different than community involvement on the committee, and he asked the Board to reconsider this.

Celia Concus said the discussion at the prior Board meeting had also addressed the fact that there were POBAR issues, which would preclude the public from having access to certain information: Some Board members might have more knowledge than others and, therefore, could provide information to Matrix during its study. President Sherris-Watt responded that this was correct and said there was some information the Board would not be able to see, even as directors.

President Sherris-Watt said she appreciated Mr. Brafman's comment but disagreed with it. Matrix has a mandate to complete its work in a timely manner, given that it's difficult for staff and the officers to be going through the process. She wants to assure that the Board is trying to be very neutral about this and is keeping out of any analysis, until the process is complete.

**MOTION: President Sherris-Watt moved, and Director Welsh seconded, that the Board adopt a steering committee consisting of GM Constantouros and Director Hacaj, with a second Board Member to join on a rotation schedule, as suggested by Director Hacaj and GM Constantouros and decided upon by the Board.**

**Motion passed: 5 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj, Deppe**

**NOES:**

**ABSENT:**

- 9c. The Board considered Proposals from Bob Deis of the Public Management Group:
- 1) Develop job descriptions, titles, and labor market compensation.
  - 2) Review District human resources practices and policies and provide staff training.
  - 3) Update the Board's Policy and Procedures Manual

GM Constantouros reported that this item related to the November 16, 2018 meeting, at which Mr. Deis had made a presentation about the District's administrative support services and had identified areas where there could be improvements. There are areas where the District has no staffing or does not provide certain services. Mr. Deis' proposal is a three-part one:

- Look at the positions that his study recommended, come up with job descriptions, come up with a market compensation, and a cost analysis. The proposal is for \$11,115.

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- Look at human resource practices and policies and provide training to the staff. Currently, the District does not have a human resources function. This proposal is \$8,700.
- Update to Board's Policy and Procedures Manual. This is a time and materials based proposal. If the Board would like to proceed with this, the Board should set a limit of \$10,000 and assign a Board member to work with the GM on this project. GM Constantouros doesn't think this project needs to be too complicated because there are best practices and examples of very good procedures manuals that could reduce the amount of time and work required. The procedures manual – even if completed to 80% – would be an improvement. The last 20% could be completed over a period of time.

GM Constantouros said he thought the Board should consider doing all three of these studies. There is no personnel function. Personnel law changes annually, there's tremendous liability, this is where legal costs are amplified in the budget, and this would eliminate that part of the way the system has worked in the past – because there's no one at the District who can do this work. The Board is aware of the shortcomings of the current policy manual. His highest priority is to get the administrative work/organization functioning, but he'd like the Board to consider the other two elements as well.

Director Welsh noted that revising some things in the manual are higher priorities than revising others. He'd like to see the eight to ten highest priority items that need to be fixed and fixing them. Then, see where costs are, and if costs permit fixing the rest of it, proceeding – as a second stage.

Vice President Nottoli said the District already had the California Special District Association (CSDA) model policy and procedure manual. To a large extent, it would be easier to do the whole manual than to try to work with the existing document. She favors doing this work internally, rather than having it be done by a consultant because the CSDA model is in hand.

Director Welsh responded that there were a lot of things in the manual and that, when one gets an "off-the-shelf model" there might be a tendency to want to adhere to that. Things would need to be tailored.

Vice President Nattoli responded that it would be a lot of work but should be done internally because an outside consultant wouldn't know how the District operates.

Director Welsh said he knew there were things in the manual that were bad and needed to be fixed. He sees a two-stage process. Perhaps the consultant could review the document and make a proposal on how to go about this.

Director Hacaj said that, if, in the next six weeks, the Board could take a look at the CSDA model – because she favors using this model – and then make comments and determine whether it would be worth taking this to Mr. Deis. Also, once Mr. Deis had examined the human resources issues, he'd have a better idea of what might be needed. In general, she agreed with Vice President Nottoli to approach this internally, using the CSDA model. Then, turn it over to Mr. Deis, if the Board was of the opinion it needed to do so.

Director Welsh asked how the others thought this would evolve; a special meeting, a working group, or some other approach.

Director Hacaj responded that Vice President Nottoli had already done a lot of work on this with her committee and that every Director could have access to the document and could feed suggestions to her.

The District's legal counsel, Ann Danforth, interjected that this type of exchange could be a violation of the Brown Act. She advised against one-way communications with Vice President Nottoli on the matter.

GM Constantouros reiterated that this is a very large job that could easily be underestimated. He said he'd done this twice, and both times it had taken more than a year, working continuously with professional staff. Although this one isn't that complicated, there's a tendency to underestimate the

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amount of work. Part of the process would involve public input because some of the policies would be discretionary.

Director Hacaj said that revamping the manual was a very high priority, but she's concerned about budget implications, especially since the District needs to examine where it is at this time in the fiscal year.

Vice President Nottoli said that, given all the other demands on the budget, she agreed with Director Hacaj. She said her concern with a piecemeal approach was the possibility of missing places where there are references to other sections. She'd like to take the CSDA model, eliminate those policies that are irrelevant for the KPPCSD and then compare the CSDA version against the current manual to identify differences. She's concerned with giving out a contract on a time and materials basis, even with a dollar amount cap. The Board wouldn't know how far Mr. Deis would get into it: He could get \$10,000 into it and still not have a draft to present to the public. She said she would take on the bulk of the work and would keep a redlined version so that everyone could see what she had eliminated. She's concerned that there be enough money for the Community Center, the policy analysis contract, and these other two important services Mr. Deis had proposed. She's concerned about all the money, and, as Mr. Kruger had pointed out, there are some budget items that are going over budget. She appreciated the overtime the police have been working because, once understood, the community would probably be pleased about it.

Director Welsh suggested going with Vice President Nottoli's proposal for a couple of months, seeing what kind of progress has been made, and then making a decision whether that process is working or the Board should hand it off to Mr. Deis.

Director Hacaj suggested that, if the irrelevant sections could be eliminated, Mr. Deis could then look at the remaining sections and could give the Board a sense of how much it would cost to complete the process.

President Sherris-Watt asked if Public Management Group would find it acceptable to revisit item three. GM Constantouros responded in the affirmative and said he appreciated Vice President Nottoli undertaking such a huge effort.

Director Deppe asked by when the Board would like to have this project completed.

Director Welsh responded that Mr. Deis had estimated it would take sixty days to complete. Therefore, Director Welsh proposed giving the internal approach the same amount of time and then turning the revised document over to Mr. Deis, which would add another two months.

GM Constantouros noted that Mr. Deis' approach would include what good administrative practices are because he has experience in those areas.

President Sherris-Watt solicited public comments.

Leonard Schwartzburd said his understanding was that writing the draft would be held entirely by the Board, with assistance from the hired consultant. He asked if there would be room for members of the public to be part of that process. He said he understood how labor intensive this would be because he's the principal author of the policy and procedures manual for the American Academy of Psychotherapists. Therefore, he understands the process and could have something to contribute. He suggested having a committee that would draw upon members of the community to help.

President Sherris-Watt responded that the Board might look at that, but first it would look at the CSDA template that's about 120 pages. Dr. Schwartzburd noted that this was the number of pages he'd written. She said that much of it had already been written and that the Board's thinking was it would review this sample manual and then ascertain how it would use Mr. Deis or members of the public.

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Dr. Schwartzburd asked if the Policy and Procedures Manual was a governing document or if it was advisory. He noted there was history with this.

Ann Danforth responded that her own history with the District was far shorter than that of the esteemed speaker. She said she believed that, in practice, the manual had been more of a guiding document, with some elements being observed more strictly than others.

Mabry Benson provided some history about prior attempts to revise the manual: Linda Lipscomb and Tony Lloyd had worked for about two years to revise the document and then had brought a product to the Board. However, it had never been approved because there had been disputes about the "whys and wherefores." She asked if the Board would present the document as a final "take it or leave it" document or if it would address it section by section, which would take years. It would help to have justification for why things are included. She noted that, in the past, the first section presented to the Board had become bogged down in divisive discussion.

Director Hacaj responded that this might be where Mr. Deis' expertise could be helpful.

Ms. Benson said it would not be a good thing to spend a lot of money and then have the same problem.

President Sherris-Watt said the entire Board was motivated to change the manual because there are problems with it and because the manual is not in legal compliance. The CSDA manual was appealing because that organization monitors updates.

Mr. Benson said she was providing an historical warning – it might not be easily accomplished, even though it's needed.

Celia Concus asked if the Board was putting the "cart before the horse" because the District has to decide what's going to happen with the police department. Will the independent police department Kensington has be improved upon? Or, will police services be contracted out? Some jobs might disappear or be much diminished.

Director Hacaj responded that this was one of the weaknesses of the current manual – it had been written in such a way that there were many things that didn't belong in it and that there were important things missing. There are imperatives that can't wait too long.

Ms. Concus said her concern was about things like elaborate job descriptions, and she wondered about minutes – she was concerned that no one was taking minutes that night.

President Sherris-Watt responded that the minutes would be taken from the recording. Regarding item one, she said that Mr. Deis would be looking only at the administrative side. While there could be a reduction, these are services the District is missioned to provide, whether the police services are in-house or not. So, there would still be a need for a Board secretary and a GM. Mr. Deis would not be looking at the Police Services Specialist category. He would only be looking at the jobs that provide the running and administration of the District. There might be other payroll solutions. Ms. Concus asked if this was a matter of identifying the cost of doing this study and weighing it against the benefit to the community, given that the final decision hadn't been made about police services.

Director Hacaj asked GM Constantouros to comment because he'd encountered difficulties during his first six months on the job. He responded that there were functions not being done by anyone; thus, there was a huge liability. He said Ms. Concus' question about the police had been well taken. But, none of the positions would be full-time, and the amount of time needed would have to be gauged. The positions would be reduced to an as-needed basis, but the current administrative structure is inadequate, based on what's needed legally and professionally.

Ms. Concus said it didn't make sense to have extensive job training for someone who might not have a job. GM Constantouros responded that there's plenty of work and that this won't be the case.

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Gail Feldman said she'd hoped for back-up information from what Mr. Deis had proposed. She suggested that the Board ask its GM to get into the nuts and bolts of some of the recommendations in the report. Her impression of the report is that it's what one might want to do in an ideal world. But, it seemed more "Cadillac" to her than what the District's in a position to do at this time, particularly with respect to the recommended positions. She said that there are certain functions that have to happen and that most of what Mr. Deis had outlined fit with what would be needed for ground operations. One thing with which she disagreed was that there's a \$3 million budget and the District doesn't need a CFO to run a \$3 million budget. There are some things in the report about which the Board should have more discussion with the GM. Before the Board engages Mr. Deis to look at job descriptions, the Board needs to understand which things are needed in the form of staff and what things could be contracted out but with a better definition of what would be needed from those contractors.

Director Hacaj responded that this is really what this project would be about. It's not just job descriptions. It's looking at the functions and how they could be delivered, and perhaps contractors would deliver them.

Vice President Nottoli responded that that Mr. Deis should be recommending to the Board that it could have a particular function – such as payroll – performed by other organizations.

Ms. Feldman suggested that the Board go back to the GM and the consultant and ask for greater clarity in a proposal before the Board would vote on it.

President Sherris-Watt asked GM Constantouros if there could be room for him to go back to Mr. Deis and ask for greater clarity. GM Constantouros responded that this is not a "Cadillac" report: It's for rudimentary services. He asked the Board to keep in mind that he's part-time, too, though he's been working more than two days per week, which had been the original intent.

Leonard Schwartzburd said he was deeply concerned about what the function of the Policy and Procedures Manual is –whether it's a governing document or a set of guidelines. His concern is based on history. There has to be something that governs those who govern. If not the manual, what is it? He asked what governed the Board, and what it must do.

President Sherris-Watt responded that the Board must follow the law that pertains to special districts. The current Policy and Procedures Manual has operated as guidelines. She'd like a manual by which the Board could be governed confidently. Because of the contradictions and difficulties with the current document, it wouldn't be wise for the Board to act under its auspices.

Dr. Schwartzburd said there was an approach, which he and Director Welsh had discussed: There is a procedure that could govern the need for a variance from the policies and procedures so there wasn't just an ad hoc decision. If there's a feeling that the policies and procedures are confusing, a procedure could be initiated that would allow them to be used as guidelines but not governing in a particular case. That would require the Board to explain why it's varying from the policies and procedures. There could be a built-in procedure for varying from the policies and procedures. If deemed necessary, the Board should be prepared to explain it.

President Sherris-Watt responded that this made sense and that the Board would be more timely in replacing its Policy and Procedures Manual.

Dr. Schwartzburd said he's not worried about these Directors, and this isn't the reason. It's an issue of principle. There is good reason to be concerned, in terms of history.

Linda Lipscomb addressed Vice President Nottoli and said that she was taking on quite a bit. Ms. Lipscomb said she'd had the fortunate and unfortunate duty of looking at the existing policy manual, which contains everything from job descriptions to letters of employment – things she would not ordinarily expect to find in a policy and procedures manual. The proposal to use a professional to sort

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this out, in a top down way, and adapting it to the KPPCSD's specific procedures would be a good thing. She doesn't think that \$30,000 is out of line for this project, based on the amount of time she and her committee had put into its work – meeting every two weeks and using the good services of Barbara Diltz and others. The Board would find that it would have to have a large number of meetings with personnel and someone from management. The GM would have to attend these meetings because she'd found herself asking the then GM/COP, "How do you actually do that here?" There was no point in having a CSDA policy if it pertained to something the KPPCSD never does. She noted that President Sherris-Watt was correct: The backstop is the law. The manual is a manner of proceeding, but it is not law. There are occasions when it intersects with law and there are sections of the manual that need to comply with the law. She had found work on the manual to be difficult and she reiterated that she didn't think the proposed amount was out of line. She didn't know how appropriate it would be to have community involvement in crafting administrative policy because it's a professional sphere. The District had never had the budget for this, which was why she and others had worked on it themselves. Placing the task with a professional would remove the possibility for rancor that had occurred whenever changes had been proposed in the past.

Director Deppe suggested that the Board listen to someone who'd been through this, and Director Hacaj said she tended to agree.

President Sherris-Watt said she'd been nervous about the cost for item three, but Director Welsh's and Ms. Lipscomb's perspective had led her to believe the Board should let Mr. Deis take on this work.

Director Hacaj asked if Mr. Deis could look at the CSDA sample manual, after Vice President Nottoli had had an opportunity to eliminate from it things that aren't relevant to KPPCSD, and then come back with a more firm proposal of cost and timeframe.

Director Welsh said there were two issues:

- Having the community participate in drafting the document, which he said would be a mistake. However, the document should be presented to the community when it neared completion. Community participation had bogged down the process in the past and would likely do so again.
- Having Vice President Nottoli work on the document for about a month to prepare it for submission to Mr. Deis. This would reduce the amount of work he'd need to do.

Director Deppe had a question about the language that appeared in Mr. Deis' "Plan of Work," and he asked about Board involvement. Director Hacaj responded that it should read, "with your staff" and that she agreed that there should be Board involvement.

Director Deppe's concern with item two is that, if there isn't an HR department or person, who would ensure that all the training occur. And, he noted that training was only part of the problem.

Director Hacaj noted that Mr. Deis' reorganization should have regular HR trainings or someone to provide that function.

GM Constantouros responded that this was included in Mr. Deis' item one. The important thing is that this be ongoing. There can't be just a one-time training. The initial training would get things started.

Director Hacaj said it would be worth exploring ways to provide HR services to the District.

Director Welsh said the point was that these things have to be done, and Mr. Deis would help figure out how to get them done.

Linda Lipscomb said she'd always felt that there's a paucity of support staff in the District. Some additional staffing is probably needed. She thanked those who had participated in helping the District without compensation, but this couldn't be relied upon. She hoped this could be put into the mix.

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**MOTION:** President Sherris-Watt moved, and Director Welsh seconded, that the Board accept the recommendation of GM Constantouros and engage Bob Deis to develop job descriptions, titles, and labor market compensation; review District human resource practices and policies and provide staff training; and, at a later date, update the Board's Policy and Procedures Manual with an initial limit of \$10,000 and that the Board appoint Director Nottoli to work with Bob Deis on item two – to define possible discrepancies between his suggested job titles and the way the District actually operates and on providing information and direction for the development of the Policy and Procedures Manual along with GM Constantouros.  
**Motion passed: 5 – 0.**

**AYES:** Sherris-Watt, Nottoli, Welsh, Hacaj, Deppe      **NOES:**      **ABSENT:**

### NEW BUSINESS

10a. The Board considered approval of an extension of Interim Chief of Police Rickey Hull's Employment Agreement.

District's legal counsel, Ann Danforth, introduced the item. The current Interim Chief of Police (ICOP) contract is due to expire this month. Given that the District is in a time of analysis and consideration of alternatives, it seems prudent to maintain status quo in management until there are more answers about the long-term future of the police department. Therefore, staff is recommending to further extend this contract for another six months. She thanked Vice President Nottoli for finding an error in the date: The contract would run until June 30, 2018, not May 17, 2018. Other than the dates, the substantive changes in the agreement related to the fact that there are now separate positions for the GM and the ICOP. Therefore, she'd removed the tasks and responsibilities that had been those of the GM. She also clarified that the position is subordinate to the GM, which is expressly stated in the GM's contract. She recommended that the Board consider the agreement, take public comment, and then, if the Board so decides, it should approve the agreement and authorize the Board President to negotiate and execute the document.

President Sherris-Watt noted that the incorrect date appeared only in the staff report, it did not appear in the agreement. She asked about the fact that the longevity pay did not appear in the contract. Ms. Danforth responded that she wasn't sure where that had appeared in the other contract. President Sherris-Watt said the District might be following the additional benefits under the POA's MOU, and it should appear under Item 9: It's a current benefit.

Director Deppe asked about Item 1c: Ms. Danforth said it should be amended to read, "The General Manager shall have the authority to exercise the District's duties and responsibilities under this agreement."

President Sherris-Watt extended a huge thank you to Chief Hull, who has cheerfully put up with the District and worked very hard to bring the best policing service to the District.

Director Welsh seconded the thank you.

**MOTION:** President Sherris-Watt moved, and Director Welsh seconded, that the Board accept this employment agreement for Interim Chief of Police Hull with the following changes: Item 1c shall read, "The General Manager shall have the authority to exercise the District's duties and responsibilities under this agreement" and under Item 9, in the list of benefits to be received, the Board add longevity pay.  
**Motion passed: 5 – 0.**

**AYES:** Sherris-Watt, Nottoli, Welsh, Hacaj, Deppe      **NOES:**      **ABSENT:**

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President Sherris-Watt said ICOP Hull had the full confidence of the Board, and the Board appreciates his service.

10b. Director Deppe provided an update on the status of the District's technology, including its website.

Before Director Deppe joined the Board, the Board had entered into an agreement with Streamline to move the website into a more modern, ADA compliant system. He'd been working on bringing the system live for the past couple of months. He proposed that the going live date be January 11<sup>th</sup> and giving a presentation at that evening's Board meeting. There would be some "redirects" from the old domain. He reported that he'd need to train District Administrator Wolter on how to post text and video content. There will be a new domain called KPPCSD.org, and both the website and email addresses will change to correspond. There's a new logo for the new website.

President Sherris-Watt reported that Michelle Zatcoff, a volunteer, had designed the logo. She explained that this would not replace the police officers' logo. The logo would be for the District and administrative side.

Once live, requests sent to the old address would be redirected to the new website. Director Deppe has been working a lot on the new website, but there will still be some rough spots. The new website is controlled by the content management system, which means that the look is largely controlled by a template. The old site will be kept live for a couple of months, so that if something's missing, one could still access it and move it into the new site. There will be an email address to which people could send comments.

The site is meant to represent what the KPPCSD does and is not meant to be for all of Kensington. There are things that occur in Kensington over which the Board does not have control and so should not be include on the website.

Director Deppe is trying to move all documents into searchable PDF formats, and he'd like any new content on the site to be searchable PDFs. He's willing to help train staff, if needed. The site has a search function, but it doesn't work with scanned copies. By 2019, the District's agendas will have to be searchable.

There are links to external sites, but the District needs to focus on its core responsibilities. Director Hacaj responded that this made a lot of sense, especially because it's so easy now for groups to develop their own websites. Director Deppe said the District would need to be careful about which links it places on the website: in particular it would need not to provide political links in order not to be accused of having any bias.

The District needs a social media steering committee to decide what goes on the website. Vice President Nottoli noted that there would need to be a policy, similar to the one the Kensington Improvement Club has for the Arlington Avenue sign, for staff to follow.

Simon Brafman asked if changes in net neutrality would impact the District's website and how it functions. Director Deppe responded that the District pays a flat monthly fee for the website. So, it shouldn't have an impact.

Marilyn Stollon said that, in all the research she'd done over the years of different websites, some were more transparent than others. She asked what had been done for transparency with the new website. Did anyone look at what had been done on other sites?

Director Deppe responded that he'd looked at Google analytics about what documents people look for. He wants to make sure that the most commonly looked at documents are the easiest to find. He did look at some other cities' sites, but the District's new website was set up to make it easy to find information.



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If members of the public indicate that something needs to be improved, work will be done to make the improvement. The search function will also help.

President Sherris-Watt said Director Deppe had provided her with a preview the previous week, and she'd found that it had improved clarity. With respect to transparency, there's a section of the website that shows every document needed to qualify as being transparent.

Director Deppe said that that transparency element was a part of the website template provided by Streamline and that this helps the District gauge how well it's doing with meeting transparency requirements.

David Bergen thanked Director Deppe and said the new website had been nicely done. He asked who would be the new web master, and Director Deppe responded that it would be himself for a while.

President Sherris-Watt asked if there were volunteers who wished to serve on an ad hoc social media steering committee with Director Deppe. Director Hacaj responded that she'd be happy to do so: She's passionate about finding ways to knit the community together.

10c. Vice President Nottoli presented and overview and update on the community's solid waste services.

Vice President Nottoli directed those present to her report in the Agenda Packet and said that the Solid Waste Committee had accomplished a lot.

President Sherris-Watt especially noted the Recycling Guide for Kensington Residents and the new 2018 rates, which would become effective on January 1<sup>st</sup>.

Director Welsh said that Vice President Nottoli has done a lot of work, becoming knowledgeable about byzantine and difficult issues and that she'd established relationships with the various players.

Director Hacaj said she was very appreciative and impressed by Vice President Nottoli's work. It's clarified many things.

President Sherris-Watt said that Director Welsh had done a lot of work on this, too.

Mabry Benson asked if the recycling table reflected the fact that El Cerrito Recycling was no longer taking certain items. Vice President Nottoli responded in the affirmative, explained why El Cerrito was no longer taking them, and said that Kate Rauch (from Supervisor John Gioia's office) had been very helpful and was working to get a new contract, between the County and El Cerrito, that would allow Kensington residents to resume dropping things, like CFL light bulbs, electronic devices, and alkaline batteries, at the El Cerrito Recycling Center. However, because Kensington was not a member of specific joint powers agreement, its residents could not drop hazardous materials at the recycling center. She also said that the recycling guide would be included with ratepayers' December invoices and would be on the website. Ms. Benson thanked Vice President Nottoli.

Vice President Nottoli reported that Bay View Refuse had indicated that it might be possible to have a quarterly pick-up of household hazardous waste so residents could avoid having to drive to the household hazardous waste drop-off location in Richmond. But, because the El Cerrito Recycling Center takes so many things, she's not sure what hazardous items residents would really have.

Linda Lipscomb said it was important for the community to have unlimited green waste pick-ups. Without it people wouldn't trim back as much as they do, which is important because of Kensington's interface with Tilden Park. Vice President Nottoli noted that El Cerrito's green waste is limited to 64 gallons per week.

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President Sherris-Watt thanked Ms. Lipscomb and Director Welsh for the work they'd done on the solid waste contract: It provides for a lot of services.

10d. The Board elected a President and Vice President for the calendar year 2018. This was in accordance with Board Policy 5010.60.

Director Welsh nominated President Sherris-Watt for President. Vice President Nottoli seconded the nomination. She was elected unanimously.

Director Hacaj nominated Vice President Nottoli, who had done a stellar job, to continue as Vice President. Director Welsh seconded the nomination. She was elected unanimously.

Leonard Schwartzburd expressed his appreciation and admiration for the enormity of the job the Directors had taken on.

**MOTION: Director Hacaj moved, and Director Deppe seconded, to adjourn the meeting.  
Motion passed: 5 – 0.**

**AYES: Sherris-Watt, Nottoli, Welsh, Hacaj, Deppe      NOES:      ABSENT:**

The meeting was adjourned.

\_\_\_\_\_  
Rachelle Sherris-Watt  
KPPCSD Board President

\_\_\_\_\_  
Lynn Wolter  
District Administrator

# KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

## POLICY MANUAL

**POLICY TITLE:** Committees and Coordinators of the Board of Directors  
**POLICY NUMBER:** 4060

### 4060.1 Standing Committees and Coordinators

The Board President shall appoint and publicly announce the members of the standing committees and Board Coordinators for the ensuing year no later than the Board's regular meeting in January.

4060.1.1 Board committees that are legislative bodies as defined by the Brown Act must meet the open meeting requirements of the Brown Act. If any language of this District policy conflicts with the Brown Act, the requirements of the Brown Act take precedence. For more information about what constitutes a legislative body as defined by the Brown Act (see California Government Code Sections 54950 through 54963).

4060.1.2 Committees of the Board of Directors shall consist of:

- A. Members of the Board.
- B. Members of the Kensington community where deemed appropriate by a majority vote of the Board.

4060.1.3 Coordinators shall be Board Members.

4060.2 The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board president, a majority vote of the Board, or on the initiative of the committee. Any recommendations resulting from said review should be submitted to the Board via a written or oral report.

### 4060.3 Standing Committees of the Board

Emergency Preparedness Committee;  
Solid Waste Committee;  
Finance Committee;

- 4060.3.1 The Board's standing Emergency Preparedness Committee shall be concerned with the development of a community emergency preparedness plan in cooperation with Kensington Fire Protection District.
  - 4060.3.2 The Board's standing Solid Waste Committee shall be concerned with the implementation of the solid waste/recycling contract and ensuring that it meets State and Local mandates.
  - 4060.3.3 The Board's standing Finance Committee shall be concerned with the financial management of the District, including recommendations on the annual budget and major expenditures, investment policies, long-range planning, and comments and commendations regarding the annual audit and certified public accountant.
- 4060.4 The Board's Coordinators may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President or a majority vote of the Board, or on his or her own initiative. Any recommendations resulting from such review should be submitted to the Board via a written or oral report.

4060.5 Board Coordinators

Finance and Administration;  
 Intergovernmental/External Issues;  
 District Policies and Procedures;  
 Public Safety Building  
 Park Planning and Recreation; and  
 Park Funding  
 Community Outreach

- 4060.5.1 The Board Coordinator for Finance and Administration shall be concerned with the financial management of the District and serve as chair of the standing Finance Committee.
- 4060.5.2 The Board Coordinator for Intergovernmental/External Issues shall be concerned with new laws and legislation affecting the District and liaison with other governmental and legislative bodies.
- 4060.5.3 The Board Coordinator for District Policies and Procedures shall be responsible for developing and proposing updates to the District's Policy Manual and for proposing and reviewing policies for usage of the Kensington Park.
- 4060.5.4 The Board Coordinator for the Public Safety Building shall be responsible for negotiating and overseeing the long-term lease agreement with the Kensington Fire District.

4060.5.5 The Board Coordinator for Park Planning and Recreation shall be concerned with monitoring the maintenance of the Park property, coordinating with other organizations responsible for recreational activities in the Park, and developing plans for future development of the park property.

4060.5.6 The Board Coordinator for Park Funding shall be concerned with coordinating fund-raising programs for further development of the park.

4060.5.7 The Board Coordinator for Community Outreach shall work with the General Manager to promote community awareness.

4060.6 Ad Hoc Committees

The Board President shall appoint ad hoc committees as may be deemed necessary or advisable by himself/herself or the Board. The duties of an ad hoc committee shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

## AGENDA ITEM # 9a.

January 25, 2018

Kensington Police Officers Association: Memorandum of Understanding

Submitted by: Anthony Constantouros, General Manager

### BACKGROUND:

The KPPCSD and the Kensington Police Officers Association have reached a tentative agreement for a one-year contract extension (January 2018 to December 2018). The contract includes a 3% increase and a give back of 1% related to retirement contribution, with an annual cost of approximately \$25,000. The one-year term coincides with the completion of the Matrix study evaluating the police department and contract services. Over the preceding 12 months from December 2017, the San Francisco Consumer Price Index (CPI-U) increased 2.9%.

### RECOMMENDATION:

1. Adopt Memorandum of Understanding.
2. Delegate finalization of the language to the General Manager subject to the review and approval of the General Counsel.

## FIRST EXTENSION AGREEMENT

The Memorandum of Understanding between the Kensington Police Protection and Community Services District, Contra Costa County, Kensington, California (hereinafter, "District") and the Kensington Police Officers' Association (hereinafter, "Association") for the duration of July 1, 2014 through December 31, 2017 is attached hereto as Exhibit A (hereinafter "MOU").

The District and the Association hereby agree that the MOU, incorporated herein by reference, is extended and modified as set forth below.

### 1. TERM

The term of the Agreement shall be extended between July 1, 2014 through December 31, 2018, subject only to the changes set forth below. Unless addressed in this Agreement, all terms set forth in the MOU shall remain unaltered and in effect until December 31, 2018.

### 2. PENSION

Article IV, subsection (C) of the MOU is amended as follows, with respect only to Classic Members.

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

No Change to Classic Members: Three Percent (3%) at Age 50 CalPERS plan.

To Include:	One Year Final Compensation	01/06/93
	1959 Survivor Benefit	09/01/79
	Inc. 59 Survivor Benefit	07/04/80

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

~~For Classic Members the District currently pays 9.0% of the employee contribution as an Employer-Paid Member Contribution ("EPMC"). Effective March 1, 2016, the District will pay 7.0% of each Classic Member's employee contribution and the employee will pay 2.0%.~~

Effective ~~March 1, 2017~~ January 1, 2018, the District will pay ~~5.0%~~ 4.0% of each Classic Member's employee contribution and the employee will pay ~~4.0%~~ 5.0%.

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

### 3. SALARIES

Article VII of the MOU is amended as follows.

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

~~There shall be no wage increase from July 1, 2014 through February 29, 2016. Effective the first pay period after March 1, 2016, all employees on active payroll shall receive a one-time lump sum payment of one thousand dollars (\$1,000). The parties agree that this one-time bonus is not intended to compensate employees for any time worked in the past and or in the future and further agree that this bonus does not meet the criteria under California Code of Regulations 571(b) as reportable compensation for retirement purposes.~~

~~Effective the first pay period after March 1, 2016, salaries will be increased by 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:~~

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>Master Sergeant</b>	\$8,077.74	\$8,320.07	-----	-----	-----
<b>Sergeant</b>	\$7,039.61	\$7,321.19	\$7,540.83	\$7,842.47	-----
<b>Corporal</b>	\$6,977.23	-----	-----	-----	-----
<b>Officer</b>	\$5,516.98	\$5,820.42	\$6,140.54	\$6,478.27	\$6,840.42

Effective the first pay period after ~~March 1, 2017~~January 1, 2018, salaries will be increased 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

	Step 1	Step 2	Step 3	Step 4	Step 5
Master Sergeant	<u>\$8,320.08</u> <u>\$ 8569.68</u>	<u>\$8,569.67</u> <u>\$ 8,826.76</u>	-----	-----	-----
Sergeant	<u>\$7,250.80</u> <u>\$ 7,468.32</u>	<u>\$7,540.82</u> <u>\$ 7,767.04</u>	<u>\$7,767.05</u> <u>\$ 8,000.06</u>	<u>\$8,077.75</u> <u>\$ 8,320.08</u>	-----
Corporal	<u>\$7,186.55</u> <u>\$ 7,402.15</u>	-----	-----	-----	-----



	\$5,682.49	\$5,995.03	\$6,324.76	\$6,672.62	\$7,045.63
Officer	<u>\$ 5,852.96</u>	<u>\$ 6,174.88</u>	<u>\$ 6,514.50</u>	<u>\$ 6,872.80</u>	<u>\$ 7,257.00</u>

#### 4. PERSONNEL ACTIONS

Article XII, subsection (I) of the MOU is amended as follows.

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

The probationary period for the original appointment of employees shall be for a period of eighteen (18) months. Individual probationary periods may be extended upon decision of the Chief of Police. Consistent with Kensington Police Department Policy Manual #340.9, during the probationary period, an employee may be terminated or otherwise rejected with or without cause, at any time, without right of appeal.

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

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. The time lines contained in this Article XII Personnel Actions and Policy 1006 may be waived for a specific time period at any step with the mutual agreement of the parties.

#### 5. DURATION

Article XV of the MOU is amended as follows.

This agreement shall be in full force and effect from the July 1, 2014 through December 31, 2017~~2018~~.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**SIGNATORIES**

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Anthony Constantouros  
General Manager

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Keith Barrow  
President

Kensington Police Protection and  
Community Services District

Kensington Police Officers Association

MEMORANDUM OF UNDERSTANDING

Between

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

*July 1, 2014 until December 31, 2017*

This Memorandum of Understanding is made and entered into on April 14, 2016, between the Kensington Police Protection and Community Services District, Contra Costa County, Kensington, California, hereinafter referred to as "The District", and the Kensington Police Officers' Association, hereinafter referred to as "The Association". It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto. This Memorandum of Understanding will become effective retroactive to July 1, 2014 (the "Effective Date").

ARTICLE I RECOGNITION

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

ARTICLE II RIGHTS

**A. District Rights Include:**

Except as otherwise provided in this Agreement, the rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work, lack of sufficient financial resources, or for other business related reasons as determined in the sole discretion of the District; maintain the efficiency of government operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, including contracting of specified services.

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

**B. Association Rights Include:**

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

ARTICLE III SCOPE OF AGREEMENT

**A. Conditions**

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

**B. Procedure for Meet and Confer**

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

ARTICLE IV HEALTH PLAN BENEFITS/PENSION

**A. Health Plan Benefits**

**Current Employees**

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

Effective July 1, 2014, the District will pay up to 100% of the premium for the non-Medicare and Medicare-eligible Kaiser Bay Area HMO plan for the eligible employee and his or her eligible dependents. If the employee chooses a plan other than the Kaiser Bay Area HMO, the employee shall be solely responsible for all costs over the premium for the Kaiser Bay Area HMO plan.

Effective January 1, 2017, all eligible employees will be required to contribute at least \$85 per month toward the cost of healthcare regardless of the coverage level

selected. The District will contribute a maximum of the Kaiser Bay Area HMO plan for Employee only, Employee + 1, or Employee + 2 coverage, less the \$85 monthly employee contribution. If an employee elects a plan that costs more than the Kaiser Bay Area HMO, the employee will be responsible for the \$85 monthly contribution plus any amounts above the District's maximum contribution.

Effective June 30, 2017, all eligible employees will be required to contribute at least \$125 per month toward the cost of coverage regardless of the coverage level selected. The District will contribute a maximum of the Kaiser Bay Area HMO plan for Employee only, Employee + 1, or Employee + 2 coverage, less the \$125 monthly employee contribution. If an employee elects a plan that costs more than the Kaiser Bay Area HMO, the employee will be responsible for the \$125 monthly contribution plus any amounts above the District's maximum contribution.

The following example is provided for illustrative purposes only as 2017 PEMHCA premiums are not yet published:

Coverage Level	<u>Hypothetical</u> 2017 Kaiser Bay Area Monthly Premiums	KPOA Member Contribution Effective 6/30/2017	Maximum District Contribution Effective 6/30/2017
Employee Only	\$746.47	\$125.00	\$621.47
Employee + 1	\$1,492.94	\$125.00	\$1,367.94
Employee + 2	\$1,940.82	\$125.00	\$1,815.82

### **Eligible Retirees**

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

### **B. Dental and Vision Benefits**

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

C. Pension/ Retirement Plan

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

No Change to Classic Members: Three Percent (3%) at Age 50 CalPERS plan.

To Include:	One Year Final Compensation	01/06/93
	1959 Survivor Benefit	09/01/79
	Inc. 59 Survivor Benefit	07/04/80

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

For Classic Members the District currently pays 9.0% of the employee contribution as an Employer-Paid Member Contribution ("EPMC"). Effective March 1, 2016, the District will pay 7.0% of each Classic Member's employee contribution and the employee will pay 2.0%.

Effective March 1, 2017, the District will pay 5.0% of each Classic Member's employee contribution and the employee will pay 4.0%.

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

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

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

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

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

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

**D. Life Insurance**

The District shall provide an one hundred thousand dollar (\$100,000) term life insurance policy for represented employees. The District shall pay the base premium. The employee shall pay any additional costs over the standard base premium.

**E. Disability Insurance**

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

**F. Deferred Compensation**

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

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

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

ARTICLE V SICK LEAVE

**A. Accrual**

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

**B. Termination of Sick Leave**

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

**C. Family Sick Leave**

Employees may utilize up to 60 hours of accrued sick leave per year for illness or injury to members of their immediate family as defined by California Labor Code 233. Additional family sick leave may be granted at the discretion of the Chief of Police.

ARTICLE VI VACATION AND LEAVES OF ABSENCE

**A. Eligibility**

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

**B. Vacation Accrual**

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

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

**C. Use of Vacation:**



1. Workweek Vacation Sign Up - Employees are to sign up for their yearly-allotted vacation time by January 31 in the order of their seniority. (Signup sheet to be posted on or around December 15.) Not to include single day vacation requests, employees must sign up for a minimum of one (1) workweek per vacation selection. Employees shall have the option to pass on one or both selections. Vacation period runs from February 1 through January 31.
2. Single Day Vacations - Employees are allowed one single day vacation per shift page. Request must be turned in a minimum of 72 hours prior to the vacation day and are not to be used during the following holidays: Christmas, New Year's Day and Thanksgiving Day. Note: If two (2) or more employees are away, either on vacation, sick or school, single vacation days shall be allowed only if it does not incur overtime or present an undue hardship to the department.
3. Remaining Vacations Days - Upon completion of the initial posting of vacations, employees may sign up for additional vacation time on a first come first serve basis. Additional vacation day requests shall be allowed at the discretion of the Chief of Police. It shall be the policy of the department not to cancel days off during the above mentioned holidays to allow additional vacation day requests.
4. Vacation Accrual Limit - Employees shall be allowed up accrue up to 200 hours of vacation. Once that amount of vacation has accrued, however, no further vacation shall accrue until the employee's balance is reduced below 200 hours through the use of vacation leave. Current employees may retain any vacation accrued as of the date of ratification of this contract by the Association and the District without having such accrual counted as part of the 200 hour accrual limit. The Chief of Police may approve vacation carryovers in excess of the 200 hour accrual limit due to staffing shortages and other operational needs of the District. Such excess carryovers shall only be permitted for a one year period.
5. Number of Employees on Vacation - One officer, corporal or sergeant allowed off per team, when at full strength, a maximum of two (2) officers or two (2) corporals or two (2) sergeants may be off on vacation per workday. Department will make every effort to allow assigned vacations when not at full strength. The Chief of Police has the authority to change the number of employees allowed if circumstances warrant it.
6. Vacation at Termination - Employees leaving the district with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued Vacation shall be at the employee's current rate of pay.

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

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

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

ARTICLE VII SALARIES

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

There shall be no wage increase from July 1, 2014 through February 29, 2016. Effective the first pay period after March 1, 2016, all employees on active payroll shall receive a one-time lump sum payment of one-thousand dollars (\$1,000). The parties agree that this one-time bonus is not intended to compensate employees for any time worked in the past and or in the future and further agree that this bonus does not meet the criteria under California Code of Regulations 571(b) as reportable compensation for retirement purposes.

Effective the first pay period after March 1, 2016, salaries will be increased by 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,077.74	\$8,320.07	-----	-----	-----
Sergeant	\$7,039.61	\$7,321.19	\$7,540.83	\$7,842.47	-----
Corporal	\$6,977.23	-----	-----	-----	-----
Officer	\$5,516.98	\$5,820.42	\$6,140.54	\$6,478.27	\$6,840.42

Effective the first pay period after March 1, 2017, salaries will be increased 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

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	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,320.08	\$8,569.67	-----	-----	-----
Sergeant	\$7,250.80	\$7,540.82	\$7,767.05	\$8,077.75	-----
Corporal	\$7,186.55	-----	-----	-----	-----
Officer	\$5,682.49	\$5,995.03	\$6,324.76	\$6,672.62	\$7,045.63

**A. Step Increases**

1. Classification - Police Officers

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

2. Classification - Sergeants

- a. Step One: Minimum hiring rate,
- b. Steps Two: through Step four: Employees shall be eligible for advancement to the next higher Step upon completion of twelve (12) months employment in grade, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

**B. Hourly Rate of Pay**

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

**ARTICLE VIII OVERTIME**

**A. Overtime Policy - Definition**

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal

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

**B. Compensatory Time Policy - Defined**

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

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

Employees shall be allowed to cash in compensation time three (3) specific times per year, with a maximum cash-in for forty (40) hours each date. Employees will be allowed to hold a maximum of one hundred (100) hours on the books. The specific dates are:

**July 1, November 1, and March 1**

**C. Reimbursement for Meals**

District agrees to reimburse members of the Association for up to two (2) meals per month at a cost not to exceed ten (10) dollars per meal when they work over twelve (12) hours during a single shift.

**D. Minimum Call-Out Compensation**

Employees who are called out to perform unscheduled work shall be compensated for a minimum of three (3) hours work at the time and one-half rate.

**E. Non Call-Out Overtime**

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

**F. Appearances in Court**

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

**G. Call-Out Standby**

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

ARTICLE IX EDUCATION / LONGEVITY BENEFITS

**A. Education Incentive Program**

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

An additional monthly incentive payment of two and one-half percent (2.5%) of their base salary shall be paid to qualified personnel who obtain an Advanced POST Certificate.

**B. Tuition Refund Plan**

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

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

**C. Training**

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

**D. Longevity Incentive Benefit**

The District agrees to provide Longevity Incentive to each member of the Association. There will be an annual bonus of one hundred dollars (\$100.00) for each year of service with the District, beginning with the 10th year of service, to be paid every year at the end of the first pay period in December.

ARTICLE X CLOTHING ALLOWANCE./SAFETY EQUIPMENT

**A. Installments - Amount**

The District shall provide a clothing allowance in the amount of eight hundred dollars (\$800.00) per year, to be paid in twenty-four (24) installments of \$33.33.

**B. Damaged Uniforms**

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

**C. Safety Equipment**

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

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

ARTICLE XI HOLIDAY PAY

**A. Holidays**

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

ARTICLE XII PERSONNEL ACTIONS

**A. Authority**

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

**B. Definition of Just Cause**

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

**C. Definition of Discipline**

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

**D. Discharge**

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

**E. Suspension**

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

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

**F. Demotion**

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

**G. Reduction in Departmental Seniority**

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

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

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



the Kensington Police Protection and Community Services District Board is considered final.

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

The probationary period for the original appointment of employees shall be for a period of eighteen (18) months. Individual probationary periods may be extended upon decision of the Chief of Police. Consistent with Kensington Police Department Policy Manual #340.9, during the probationary period, an employee may be terminated or otherwise rejected with or without cause, at any time, without right of appeal.

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

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. The time lines contained in this Article XII Personnel Actions and Policy 1006 may be waived for a specific time period at any step with the mutual agreement of the parties.

**ARTICLE XIII NO UNLAWFUL DISCRIMINATION**

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

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

ARTICLE XIV SCOPE AND SEVERABILITY

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

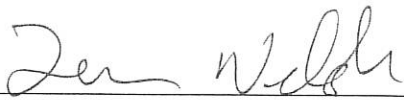
In case of material conflict between this Agreement and the approved District policies and procedures, the provisions of the Agreement shall govern.

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

ARTICLE XV DURATION

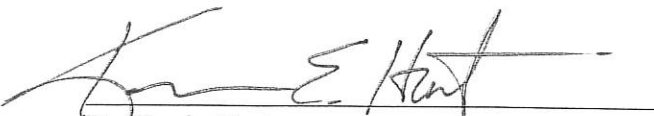
This agreement shall be in full force and effect from the July 1, 2014 through December 31, 2017.

Kensington Police Protection &  
Community Services District  
Board of Directors

  
\_\_\_\_\_  
Len Welsh, Board President

Kensington Police Officers  
Association Representatives

  
\_\_\_\_\_  
Keith Barrow, KPOA President

  
\_\_\_\_\_  
By Kevin Hart  
Interim General Manager / Chief of Police



January 10, 2018

**TO:** Each Board Member and General Manager of Each Independent Special District in Contra Costa County

**FROM:** Lou Ann Texeira, LAFCO Executive Officer

**SUBJECT:** **Announcement of Upcoming Special District Vacancies on LAFCO, Call for Nominations and for Names of Voting Delegates**

This is to advise all independent special districts that the terms of two special district members on the Contra Costa Local Agency Formation Commission (LAFCO) will expire on May 7, 2018. We are currently accepting nominations for these seats. The vacancies are for a regular special district member seat currently held by Igor Skaredoff (Contra Costa Resource Conservation District) and for the alternate special district member seat currently held by Stan Caldwell (Mt. View Sanitary District). Both members will seek re-appointment.

Pursuant to Government Code Section 56332 (Attachment 1) and the Procedures for the Special District Selection Committee (Attachment 2), both of which are enclosed, I am announcing the election and calling for nominations for the vacancies to be submitted to the LAFCO office by **March 5, 2018** - please see attached 2018 Election Schedule.

The following summarizes the process:

Selection Committee: The Independent Special District Selection Committee (ISDSC) consists of the presiding officer (or his/her designee) of the legislative body of each independent special district. This group appoints the special district members of LAFCO.

Attached please find a list of the independent special districts eligible to vote in this election (Attachment 3). Please provide us with the name of your District's presiding officer or voting designee (must be a board/trustee member). Board action is not necessary to name your voting representative. Please provide this information by **March 5, 2018**.

Nominations: Each candidate must be nominated by a Special District Board resolution and must be a board member/trustee of an independent special district. The nomination should include the name of the nominee and the district they serve. The nominating resolution must be submitted to LAFCO by the deadline of **March 5, 2018**. Each independent special district is entitled to nominate a maximum of one board member, either from its own district or another, if so desired.

Election Procedures: In order to maximize voting participation and ensure a quorum, LAFCO will accept ballots via email and U.S. mail. No meeting of the Independent Special District Selection Committee will be held; the election will be conducted by mail (email and U.S. mail). ***All ballots must be received in the LAFCO office by April 16, 2018 at 5:00 pm.***

In the 2016 LAFCO election, we were unable to obtain a quorum to conduct the election; thus, we completed the election process by email/U.S. mail. Subsequently, we notified each district and recommended that future elections be conducted by email/U.S. mail due to the past difficulty in achieving a quorum. LAFCO staff received no objections. Consequently, we will conduct elections by email/U.S. mail to ensure a quorum.

In March 2018, a list of candidates and nominating resolutions, along with official ballots, will be sent to each special district via email and US Mail. Please ensure that the presiding officer/voting designee for your district casts a vote. Only the presiding officer, or his/her Board designee can vote; staff members/counsel are not authorized to vote.

Prior to the election deadline, eligible nominated candidates may circulate a statement of qualifications.

Majority Vote: For the Selection Committee to transact business, a quorum (50% plus one) of independent special districts must cast a vote. Each district is entitled to one vote. We encourage presiding officers or his/her designee to vote in order to assure a quorum. There are a total of 44 districts eligible to vote; thus, we need at least 23 districts to cast a vote in order to achieve a quorum.

Obligations of Service on LAFCO: The Commission typically meets monthly on the second Wednesday. Meetings start at 1:30 p.m. and are generally over before 4:00 p.m. Most meetings are held in the County Administration Building in Martinez. A packet of materials to review for each meeting is made available to Commissioners approximately one week prior to the meeting.

The Commission consists of two city members, two county members, two special district members and one public member, and an alternate member in each category. Alternates generally attend Commission meetings, participate in the deliberations and vote when a regular member in their category is absent or excused from voting. Commissioners are expected to represent all members of the public when sitting on LAFCO.

Please contact the LAFCO office if you have questions or need additional information.

c: Each Member of the Commission

#### Attachments

1. Government Code Section 56332
2. Procedures for the Special District Selection Committee
3. List of Independent Special Districts Eligible to Vote in the 2018 Election

## SPECIAL DISTRICT SELECTION COMMITTEE 2018 ELECTION SCHEDULE

<u>Date/Deadline</u>	<u>Task</u>
1/10/18	Send letter announcing vacancy and election schedule, call for nominations and names of voting delegates
2/5/18	Send reminder
3/5/18	Deadline for submitting names of voting delegates and nominating resolutions
3/12/18	Transmit list of candidates and ballots to voting delegates (email and US mail) (cc: district manager)
3/19/18	Send notice of Special District Selection Committee meeting to newspapers (for publication on 3/26/18)
3/19/18	Send reminder to return completed ballots to the LAFCO office by April 16, 2018. Ballots can also be delivered to LAFCO at the Independent Special District Selection Committee (ISDSC) meeting on April 16, 2018. The ISDSC meeting will be held in conjunction with the quarterly Contra Costa Special Districts Association meeting. <b>All ballots must be received by LAFCO by 4/16/18.</b>
4/16/18	Election
4/23/18	Election results must be available within 7 days of election [Gov. Code §56332(f)(6)]

**Independent special district selection committee**

**56332.** (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

**Meetings**

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

**Anticipated vacancy**

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

**(4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.**

**(5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.**

**Appointment of special district members**

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not

**District member disqualification**

disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

### **Elections by mailed ballot**

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee \*\*\* is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

### **Call for nominations**

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

### **Ballot and voting instructions**

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer, with prior concurrence of the presiding officer or his or her alternate as designated by the governing body, may transmit materials by electronic mail.

(4) If the executive officer has transmitted the call for nominations or ballots by electronic mail, the presiding officer, or his or her alternate as designated by the governing body, may respond to the executive officer by electronic mail.

**CONTRA COSTA COUNTY SPECIAL DISTRICTS**  
**Procedures for the Special District Selection Committee**  
**(Revised January 2010)**

The California Government Code, specifically Section 56332, sets forth requirements for the Independent Special Districts Selection Committee ("Selection Committee"). The procedures contained herein are intended to supplement the code and provide local rules relating to the selection of special district members to the Contra Costa Local Agency Formation Commission (LAFCO).

Selection Committee Purpose

The purpose of the Selection Committee shall be to appoint the regular and/or alternate special district members to the Contra Costa LAFCO whenever a term expires or a vacancy exists for the regular or alternate special district member seats. The term of office of each LAFCO member shall be four years and until the appointment and qualification of his or her successor (Gov. Code §56334).

Selection Committee Membership

The Selection Committee shall be comprised of the presiding officer of the legislative body of each independent special district. If the presiding officer is unable to attend a Committee meeting, the district may appoint one of its other members to attend the meeting (Gov. Code §56332).

Selection Committee Meetings

The LAFCO Executive Officer shall notify all independent special districts of a vacancy or impending vacancy in the position of regular or alternate special district member and shall schedule a meeting of the Selection Committee.

To the extent possible, Selection Committee meetings shall be scheduled in conjunction with meetings of the Contra Costa Special Districts Association as a convenience to members and for efficiency.

The Executive Officer shall provide a schedule to submit nominations to all independent special districts prior to the Selection Committee meeting.

All meetings of the Selection Committee shall be open meetings and comply with all applicable provisions of the Ralph M. Brown Act.

Quorum

Each presiding officer (or appointed alternate board member) attending the Selection Committee meeting shall be required to register their attendance. Members representing a majority of the eligible districts shall constitute a quorum for the conduct of the Selection Committee business. No meeting shall be convened prior to establishing a quorum. The Committee shall act by majority vote of the quorum, or if more than a quorum is present at the meeting, by majority vote of those members present.

Nomination Procedures

Members of governing boards of independent special districts may be nominated to serve as a regular or alternate special district member of the Contra Costa LAFCO (Gov. Code §56332).

Each independent special district shall be entitled to nominate a maximum of one board member per vacancy (i.e., for each regular and each alternate seat) from any district. Districts are required to make nominations by adoption of a Board resolution.



Upon selection of a nominee, the presiding officer of the district shall provide written notification of the nomination, including a copy of the Board resolution, to the LAFCO Executive Officer.

All nominations received in sufficient time prior to a Selection Committee meeting will be copied and distributed to the presiding officer of each independent special district.

Nominations may be made from the floor at the Selection Committee meeting, but only if no prior nominations by resolution were submitted by any of the independent special districts.

#### Balloting Process

Each nominee will be afforded an opportunity to make a brief statement (maximum of five minutes) at the Selection Committee meeting. Following these presentations, members of the Selection Committee may discuss the appointment prior to the vote being taken.

Nominees shall be selected based on the following process:

- A ballot listing all known nominees shall be prepared and copied for the meeting. Each ballot shall have opposite the nominee's name a box to record the vote. In the event that no prior nominations by resolution are submitted, a ballot containing blank lines to vote for nominees who are put forth from the floor at the Selection Committee meeting shall be distributed at the meeting.
- Each ballot shall have a line for the name of the special district that is casting the vote and a line for the name of the voting delegate. The ballot will not be counted if the name of the special district and voting delegate are not included.
- After votes are tallied, each delegate's vote will be announced during the meeting.

#### Selection of LAFCO Members

The person selected to serve shall have received a majority of the votes cast in the election.

If there are more than two nominees for a single seat and no individual receives the majority of the total votes cast in the first ballot there shall be a run-off election between the two nominees who received the greatest number of votes.

If there are only two nominees for a single seat and each receives an equal number of votes, the selection to serve on LAFCO shall be done by a "straw draw" unless one of the two candidates chooses to relinquish the position.

If, as a result of an election, the Alternate Special District member on LAFCO is chosen as a Regular Special District Member, another election shall be held at a subsequent Selection Committee meeting to fill the new vacancy in the Alternate Member position.

#### Alternate Nominating and Balloting Process

In the event that the LAFCO Executive Officer determines that securing a quorum of Selection Committee members for a meeting is not feasible, the Executive Officer may conduct the business of the Selection Committee in writing (Gov. Code §56332).

**Quorum**

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. The executive officer shall announce the results of the election within seven days of the date specified.

**(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots. By a majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation.**

\*\*\***(8)** All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

**"Executive officer"**

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.  
**(Amended by Stats. 2017, Ch. 203)**

INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE 2018				
DISTRICT	NAME	TITLE	CONF.	ALTERNATE
ALAMO-LAFAYETTE CEMETERY DIST				
AMBROSE REC & PARK DIST				
B-B-K-U CEMETERY DIST				
BETHEL ISLAND MID				
BYRON SANITARY DISTRICT				
CASTLE ROCK COUNTY WATER DISTRICT				
CENTRAL CONTRA COSTA SANITARY DIST				
CONTRA COSTA MOSQUITO & VECTOR CONTROL				
CONTRA COSTA RESOURCE CON DIST				
CONTRA COSTA WATER DISTRICT				
CROCKETT COMMUNITY SERVICES DISTRICT				
DIABLO CSD				
DIABLO WATER DISTRICT				
TOWN OF DISCOVERY BAY CSD				
EAST CONTRA COSTA IRRIGATION DIST				
GREEN VALLEY REC & PARK DIST				
IRONHOUSE SANITARY DIST				
KENSINGTON FIRE PROTECTION DISTRICT				
KENSINGTON POLICE PROT & CSD				
TOWN OF KNIGHTSEN CSD				
LOS MEDANOS COMMUNITY HEALTHCARE DIST				
MORAGA-ORINDA FIRE DIST				
MT. VIEW SANITARY DIST				
PLEASANT HILL REC & PARK DIST				
RECLAMATION DIST (RD) 799				
RD 800				
RD 830				
RD 2024				
RD 2025				
RD 2026				
RD 2059				
RD 2065				
RD 2090				
RD 2117				
RD 2121				
RD 2122				
RD 2137				
RODEO-HERCULES FIRE PROTECTION DIST				
RODEO SANITARY DISTRICT				
ROLLINGWOOD-WILART PARK REC & PARK DIST				
SAN RAMON VALLEY FIRE PROTECTION DIST				
STEGE SANITARY DISTRICT				
WEST CONTRA COSTA HEALTHCARE				
WEST COUNTY WASTEWATER DIST				

# **Contract with West Contra Costa Unified School District for Crossing Guard Services**

## **History**

In July 2017, the KPPCSD Board contracted with All City Management Services to provide a crossing guard at the intersection of Rincon and Arlington Avenue for portions of the school day. This contract extended from July 1, 2017 through June 30, 2018. With an hourly rate of \$18.45 and a minimum billing time of 3.5 hours daily, the contract should not exceed \$11,623 per annum. This amount was to be reimbursed by the West Contra Costa Unified School District.

## **Updated Contract**

In November of 2017, the West Contra Costa Unified School District voted to end the contract with the KPPCSD as of June 7, 2018 (the end of the 2017-18 school year) and set reimbursement rates at \$3,505 per quarter, not to exceed \$14,020 for the school year.

## **Impact**

The WCCUSD is not planning to extend the crossing guard services in the 2018-19 school year. The impact of the crossing guard reimbursement contract between the KPPCSD and the school district could cost the District \$46.63/quarterly. At \$18.45/hour times 3.5 hours a day, for five days a week and eleven weeks in a quarter (as each quarter has a least one vacation week), the District would owe All City Services \$3,551.63 and be reimbursed \$3,505 by WCCUSD. School holidays should remove the possibility of this extra cost and the KPPCSD will have no out-of-pocket expense for the 2017-18 fiscal year.

# KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

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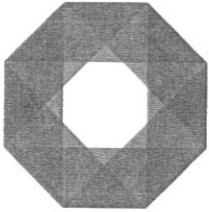
ITEM NUMBER: 13

To: KPPCSD Board of Directors  
From: Anthony Constantouros, General Manager  
Date: July 13, 2017  
Subject: All City Management Services Contract

All City Management Services provides crossing guard service for school children at the intersection of Rincon and Arlington Avenues. Attached is a copy of the 2017-18 All City Management Services contract, in the amount of 11,623.00, which reflects the company's price increase for the coming fiscal year. This amount is reflected in the District's Fiscal Year 2017-18 Budget.

The Board of Directors has directed that the General Manager is not authorized to sign contracts that exceed \$5,000. Therefore, Board approval is needed for General Manager Anthony Constantouros to sign this contract.

RECOMMENDATION: General Manager Anthony Constantouros recommends that the Board of Directors take public comments, deliberate, and authorize him to sign the All City Management Services contract dated June 12, 2017, in the amount of \$11,623.00.



## ALL CITY MANAGEMENT SERVICES

June 12, 2017

Chief Kevin E. Hart  
Kensington Police Department  
217 Arlington Ave.  
Kensington, CA 94707


Re: Pricing for 2017-2018 Fiscal Year

We recently forwarded a letter informing you of our price increase for the 2017-2018 fiscal year.

We have taken the liberty of forwarding two (2) partially executed Amendments. After the necessary signatures have been affixed, please send us an original for our records. Thanks again.

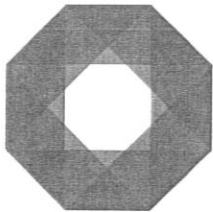
If you have any questions please feel free to contact me at (310) 202-8284.

Sincerely,



Demetra Farwell, Corporate Secretary

Enclosures



# ALL CITY MANAGEMENT SERVICES

## Amendment to Agreement between All City Management Services, Inc. and the Kensington Police Protection and Community Services District for providing School Crossing Guard Services

The **Kensington Police Protection and Community Services District** hereinafter referred to as the "District", and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd Ste. 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on December 1<sup>st</sup>, 1995 as follows:

**Item #1** The District and the Contractor agree to extend the term of this Agreement for the 2017-2018 fiscal year beginning July 1, 2017 through June 30, 2018.

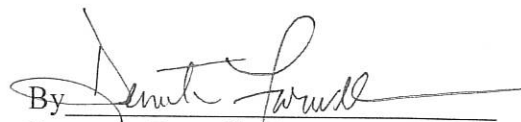
**Item #17** The District agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Eighteen Dollars and Forty-Five Cents, (\$18.45) per hour of guard service provided with a three and a half (3.50) hour minimum billing per day. It is understood that the cost of providing Six Hundred and Thirty (630) hours of service shall not exceed Eleven Thousand, Six Hundred and Twenty-Three Dollars (\$11,623.00).

Except as provided for in Item #1 and Item #17, all other terms and conditions of the original Agreement and Amendments thereto between the City and the Contractor remain in effect.

**Kensington Police Protection  
And Community Services District**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By   
Demetra Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date June 12, 2017

## **Contract with the West Contra Costa Unified School District**

This contract for crossing guard services is made as of November 20, 2017, by and between the West Contra Costa School District (WCCUSD) and the Kensington Police Protection and Community Services District (KPPCSD).

Whereas, the WCCUSD requires crossing guard; and

Whereas, the KPPCSD has represented that it is experienced, qualified, and willing to perform such work.

Now, therefore, the parties agree as follows:

### **1. Scope of Work**

- a) KPPCSD will contract with All City Management Services, Inc. to provide crossing guard service at the intersection of Arlington Avenue and Kensington Park Road.

### **2. Compensation**

- a) WCCUSD will pay KPPCSD \$3,505 per quarter during the academic school year for crossing guard services.
- b) Total compensation to the KPPCSD shall not exceed \$14020.00 per school year.

### **3. Method of Payment**

- a) KPPCSD will submit quarterly invoices describing work performed. WCCUSD will pay approved invoices within thirty days of receipt of an invoice.

### **4. Government Immunities**

The parties understand that KPPCSD maintains discretion in overseeing its resources and budget in providing police protection services to the community as a whole. The parties also acknowledge and incorporate the special government statutory immunities into this contract, including but not limited to those in Government Code sections 815.2(b), 820.2, and 845, and neither party voluntarily assumes any additional duty by way of this contract. Further, the parties acknowledge and agree that nothing in this contract creates a special relationship between the parties over the provision of police protection services so as to alter any government immunity for any alleged failure to provide adequate or sufficient police protection services.

### **5. No Third Party Beneficiaries**

This contract is exclusively for the benefit of the parties and does not and is not intended to confer any rights or remedies upon any person or entities other than the parties.



**6. Term**

The term of these services shall commence on August 21, 2017 and shall expire on June 7, 2018. This agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

**District**

West Contra Costa Unified School District

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant**

Kensington Police Protection and Community Services District

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Contra Costa County Community Warning System

- A system designed to inform you in the event of an emergency whenever there is a major threat to life or safety.
- Police or Fire can activate the warnings.
- You must be registered to receive the call.

The KPPCSD wants to make sure that residents are prepared for emergencies. While the Kensington Fire Protection District is the leading management agency for catastrophic events and the Kensington Public Safety Council (a civic group) works to educate residents, the KPPCSD is dedicated to protecting citizens and sharing the expertise of law enforcement.

Towards that aim, we will be recommending resources and suggesting steps that residents can take to be prepared before an unwelcome event.

Please register your mobile device or email with CWS. If you do not wish to do this electronically, the attached form can be filled out and mailed to CWS, 50 Glacier Drive, Martinez, CA 94553.

# Community Warning System Contra Costa County



Contra Costa's Community Warning System (CWS) is an all-hazards integrated system designed to warn and inform our residents about an emergency or disaster and the protective action residents need to take to stay safe.

There are several ways residents can receive CWS Alerts. For more information and to register for alerts please visit [www.cococws.us](http://www.cococws.us).

**REGISTER TODAY AT:**  
[WWW.COCOCWS.US](http://www.cococws.us)



## What is CWS?

An integrated system designed to warn and inform our community in the event of an emergency.



## When is CWS activated?

CWS may be activated whenever there is an imminent threat to life and health



## How can I get CWS alerts?

You can receive text, voice and e-mail alerts upon registration.

You can register your mobile device on our website at [www.cococws.us](http://www.cococws.us) or by calling CWS at 925-313-9622.



## What do I need to do after I get an alert?

Follow the instructions included in the emergency message. Stay off the phone and do not call 911 unless you have an emergency to report at your location. Listen for important follow-up instructions from officials.



## Who activates the system

The CWS system is activated by the CWS staff on behalf of law enforcement agencies, fire departments and other agencies in case of imminent threat to life or health.



## What else can I do to be prepared?

### Register for Emergency Alerts

Follow CoCoCWS on Facebook & Twitter

Bookmark the website to see a map of the affected area

Buy a weather radio

Write an emergency plan that fits your family

Practice your emergency plan

For any questions or concerns please contact CWS at 925-313-9622 or [cws-staff@so.cccounty.us](mailto:cws-staff@so.cccounty.us)

# Contra Costa County Community Warning System

## Emergency Alerts Registration Form

You can also register to receive Emergency Alerts online at

[WWW.COCOCWS.US](http://WWW.COCOCWS.US)

### USERNAME

### PASSWORD

*(IF YOU DON'T CREATE A PASSWORD, THE GENERIC PASSWORD WILL BE @lertsCWS123)*

Password must be at least 9 characters and contain:

- 1 Uppercase character (A-Z)
- 1 Lowercase character (a-z)
- 1 Numeric character (0-9)
- 1 Special character (!@#\$%^&\*()<>?\\)

### LOCATIONS:

ADDRESS #1

ADDRESS #2

ADDRESS #3

### HAZARDOUS MATERIALS FACILITIES ALERTS

(Optional) Please select from any facilities listed below:

- CHEVRON - RICHMOND
- PHILLIPS66 - RODEO
- SHELL - MARTINEZ
- TESORO - MARTINEZ/NORTH CONCORD
- DOW - PITTSBURG

**CONTACT INFORMATION:**

**Voice    Text**

**Voice/Text**

PHONE NUMBER #1

PHONE NUMBER #2

PHONE NUMBER #3

EMAIL #1

EMAIL #2

EMAIL #3

Mail to:

Community Warning System - 50 Glacier Drive, Martinez, CA 94553 or call 925-313-9622