AGENDA
KENSINGTON COMMUNITY SERVICES DISTRICT

Board of Directors Meeting
Thursday, November 12, 2026
Kensington Community Center
59 Arlington Avenue, Kensington, CA 94707

6:00 p.m. (Special Meeting)
7:00 p.m. (Regular Meeting)

(In Person and Hybrid)
www.kppcsd.org/2026-08-13-board-meeting

Hybrid Access via Zoom:
https://us02web.zoom.us/j/81803143557?pwd=QJDja46PWe1vhsBiQaYoQ8L6uzbPqE.1
Webinar ID: 818 0314 3557 Passcode: 079018

6:00 p.m. (Special Meeting – Closed Session)

1. **Call to Order**

2. **Roll Call**

3. **Special Meeting Agenda Item Public Comments**
Individuals wishing to address the Board of Directors concerning the Special Meeting agenda are invited to make oral comments of up to 3 minutes. ***For Zoom attendees:*** *Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 217 Arlington Ave., Kensington, CA 94707 or* llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.

4. **Convene to Closed Session**

   a) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case
   b) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case (Claim by Miye Okada)

5. **Announcements from Closed Session**

7:00 p.m. (Regular Meeting)

1. **Call to Order**

2. **Roll Call**

3. **President's Comments**

4. **Public Comment**

Individuals wishing to address the Board of Directors concerning any items not on the agenda may make oral comments of up to three minutes. ***For Zoom attendees:*** *Please raise your hand via Zoom. When you are called on by the Board President, you will be unmuted and you can address the Board of Directors. Please state your name clearly for the audio recording. You are requested to address your comments to the President and Board of Directors and not to staff and/or the audience. By state law, the Board is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the Board, please mail or email it to the Clerk of the Board at 217 Arlington Ave., Kensington, CA 94707 or* llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.

Consent Calendar

7. Approve the KCSD regular meeting minutes of October 8, 2026.

8. Approve Kensington Community Services District bills paid and deposit summary for October 2026.

9. Approve the October 2026 financials.

Police and Fire Chief's Reports

10. Police Chief's Monthly Report.

11. Fire Chief's Monthly Report.

Discussion and Action

12. Approval of the KPPCSD Salary Schedule, effective December 1, 2026.

13. Approval of the General Manager contract between Kensington Community Services District and John O. Tulloch.

14. Adopt Resolution No. 2026-21, a resolution of the Board of Directors of the Kensington Community Services District for the Kensington Community Services District to enter into an agreement with Mission Square in providing a 401(a) deferred compensation program to Executive Employees who are not part of the CalPERS Retirement program within Kensington Community Services District.

15. Approval of an agreement between Kensington Community Services District and David Aranda in agreeing to a CalPERS retiree limited-term appointment Agreement.

16. Approval of expending up to $71,000 of designated capital monies for Phase 2 Capital Improvements to Ardmore, Beloit, and Coventry Paths

17. Approval of considering working with Contra Costa County in obtaining ownership of an additional four paths in Kensington (Stratford, Westminster, Willamette, and Lenox).

18. Receive and file the SB-165 Annual Report for the Kensington Community Services District Supplemental Police Tax for 2026/2027.

19. Approve a five-year contract with Motorola for $92,848 which provides five community ALPR cameras and in-car video equipment for six patrol vehicles.

20. Discussion and direction regarding Zone 0 and specific application changes for Kensington.

21. Discussion and direction regarding pursuing an ADA parking spot on Arlington in front of the Public Safety Building.

22. Discussion regarding reserves for KCSD.

23. Adopt Resolution No.2026-19, a resolution of the Board of Directors of the Kensington Community Services District expressing appreciation to Director Sarah Gough for her contributions to the Kensington Community Services District.

24. Adopt Resolution No. 2025-20, a resolution of the Board of Directors of the Kensington Community Services District expressing appreciation to Director Jim Watt for his contributions to the Kensington Community Services District.

Reports & Director's Comments

25. Emergency Preparedness Coordinator's Monthly Report.

26. General Manager's Monthly Report.

27. KCSD Consultant's Monthly Report.

28. Directors' Comments.

Adjournment

The next regular meeting of the KCSD is scheduled for Thursday, December 10, 2026.

General Information

- All proceedings of the Open Session will be audio and video recorded if possible.
- Upon request, the Kensington Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meetings. Please send written requests, 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 Kensington Community Services District at *217 Arlington Ave., Kensington, CA 94707.*
- To be added to the Board Agenda Mailing List, complete and submit the form at https://www.kppcsd.org/agenda-mailing-list or by notifying the Clerk of the Board at llewis@kppcsd.org.

Posted Agenda

Public Safety Building at *217 Arlington Ave. Kensington, CA 94707; Kiosk in the Colusa Circle;* Arlington Kiosk; and at www.kppcsd.org. Complete agenda packets are available at the Public Safety Building at *217 Arlington Ave., Kensington, CA 94707.* All public records that relate to an open session item of a meeting of the Kensington Community Service 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 at *217 Arlington Ave., Kensington, CA 94707* at the same time that those records are distributed or made available to a majority of the Board.

Kensington Community Services District
Board of Directors Meeting Minutes

Thursday, October 8, 2026
Kensington Community Center
59 Arlington Avenue, Kensington, CA 94707

6:00 p.m. (Special Meeting – Closed Session)

1. **Call to Order** [inaudible]

   President Sylvia Hacaj called the special meeting to order at 6:06 p.m. [inaudible]

2. **Roll Call** [inaudible]

   Present: Directors Alexandra Aquino-Fike, Adam Bastein, Sarah Gough, Sylvia Hacaj, Daniel Levine, Danielle Madugo, Rodney Paul, David Spath, and Jim Watt. Director Rick Artis was absent.

3. **Special Meeting Agenda Item Public Comments** [inaudible]

   None.

4. **Convene to Closed Session** [inaudible]

   The Board convened to closed session to discuss one item.

5. **Announcements from Closed Session** [TS 2:16]

   President Hacaj announced that the Board gave direction to staff and appointed Director Levine to the ad hoc committee to join her, Directors Paul, and Aquino-Fike related to the hiring of the new general manager.

7:00 p.m. (Regular Meeting)

1. **Call to Order** [TS inaudible]

   President Sylvia Hacaj called the regular meeting to order at 7:12 p.m.

2. **Roll Call** [TS inaudible]

   Present: Directors Alexandra Aquino-Fike, Adam Bastein, Sarah Gough, Sylvia Hacaj, Daniel Levine, Danielle Madugo, Rodney Paul, and Jim Watt. Director Rick Artis was absent.

   Staff present: Interim General Manager (IGM) David Aranda, Kensington Community Services District (KCSD) Consultant Mary Morris-Mayorga, Chief of Police Mike Gancasz, Emergency Preparedness Coordinator Johnny Valenzuela, and Clerk of the Board Lynelle Lewis.

3. **President's Comments** [TS 1:40]

None.

4. **Public Comment** [TS 1:46]

- Addressing the Board was Linea Due who asked for a repeat of the closed session announcement.

Consent Calendar [TS 2:50]

- Director Levine made a motion, seconded by Director Paul, to adopt the Consent Calendar, carried by voice vote (8-0): (AYES) Directors Aquino-Fike, Bastein, Gough, Hacaj, Levine, Madugo, Paul, and Watt; (ABSENT) Director Artis.

7. Approved the KCSD regular meeting minutes of September 10, 2026.

8. Approved Kensington Community Services District bills paid and deposit summary for September 2026.

9. Approved the September 2026 financials.

10. Received the Treasurer's Quarterly Report for the Kensington Community Services District (July 2026 through September 2026).

Police and Fire Chief's Reports

11. **Commendations – Sergeant Brian Lande and Officer Jose Fajardo (oral)**. [TS 4:05]

Police Chief Gancasz presented Sergeant Brian Lande and Officer Jose Fajardo commendations for their response to an emergency radio broadcast reporting a shooting in a neighboring jurisdiction. He highlighted their swift actions, courage, composure, initiative, and decisive leadership under extraordinarily difficult circumstances. Chief Gancasz also recognized volunteers Mike Logan and Walt Gill who assisted the Albany Police Department during this year's Solano Stroll.

12. **Police Chief's Monthly Report**. [TS 12:03]

Police Chief Gancasz announced that the monthly report was submitted as part of the agenda packet. He highlighted the following: a) incidents; b) calls for service were down, while traffic stops rose 33%; c) 6 catalytic converter thefts; d) 144 staff training hours; e) October community events such as the Tri-City Safety Day, Kensington Park food truck event, Halloween Harvest Celebration, Kensington Parade, Coffee with the Cops events; f) DUI saturation patrol, and g) 25- 1/2 volunteer hours. He reported that Officer Fajardo was recently appointed to Contra Costa County's newly formed Child Death Protocol Incident Team. Chief Gancasz responded to questions from the Board related to information in the report.

In concluding, Chief Gancasz announced that the Police Chief of Albany sent a letter thanking KCSD volunteers Mike Logan and Walt Gill for their assistance at the Solano Stroll event.

13. **Fire Chief's Monthly Report**. [TS 20:19]

Battalion Chief Chase Beckman announced that the Fire Chief's Monthly Report was submitted as part of the agenda packet. Next, Director Levine presented Fire Service Activity Reports he developed showing January through September 2026 data as an example to improve future reports for the Board. He responded to questions from the Board. There was discussion about how the Fire Department would generate this report and Director Levine agreed to write code to generate a report from data received from the Fire Department.

Discussion and Action

14. **Discussion and Direction Regarding Zone 0 and Kensington Local Alternative Practices**. [TS 42:06]

Interim General Manager Aranda pointed out that the information presented is to obtain board direction on the following recommendations of the IGM: 1) Form an ad hoc committee to draft some clear direction on what local alternative practices the District wants to pursue; 2) The ad hoc committee meets with the Fire Chief to coordinate and reach agreement on what technical support he thinks is needed to support the alternative practices; 3) Hold Town Hall meetings for input from the community; and 4) Bring back to the Board for discussion, and at subsequent board meeting approve an ordinance incorporating the alternative practices into local law. He thanked Director Levine for volunteering to provide the first draft as a starting point. Following discussion, President Hacaj urged board members to provide input to the General Manager so that information can be updated the next meeting.

15. **Discussion about District Finances and Reserves**. [TS 49:51]

Interim General Manager Aranda commented that the Board discussed this subject a few months ago, but noted that Director Watt desired to share some thoughts regarding the District financial status. Director Watt reviewed calculations on the status of reserves and noted his concerns about unrestricted available cash for future capital improvement. He also expressed concern about the trend of expenses increasing faster than money taken in and the District's response over new few years. Director Watt said that KCSD needs to plan how to move forward in meeting our future obligations.

IGM Aranda said he would meet KCSD Consultant Mary Morris-Mayorga and Ridgeline to review the reserve fund data. President Hacaj said this item should come back to the Board upon completion of his findings.

16. **Discussion and direction regarding ADA parking at the Public Safety Building**. [TS 1:03:41]

IGM Aranda provided background information on this item. There was considerable discussion about the current ADA parking spot on Arlington and use of the ADA spot behind the Public Safety Building. Director Watt requested that the District conduct analysis on the viability of providing full ADA access on the Arlington to allow van use at this spot. He emphasized his desire to have an adequate handicap space so members can participate in meetings and have access to the PSB.

The Board's consensus was to direct IGM Aranda to: prepare a memo stating that the ADA spot in the upstairs bay at the PSB only be used for ADA parking and that all items in the bay that don't belong should be taken away; paint over the "do not enter" piece; and request a formal letter from Contra Costa County on their opinion of creating an ADA spot, whether it's perpendicular or parallel, on the Arlington.

17. **Discussion and Consensus of Extreme Fire Weather Approach by East Bay Wildfire Coalition of Governments (EBWCG)**. [TS 1:33:49]

Director Paul presented slides outlining EBWCG's proposed regional approach to extreme fire weather. He requested a Board resolution supporting ongoing regional planning for a coordinated Extreme Fire Weather Approach. After questions and answers, the Board reached consensus to support the effort and have Director Paul convey KCSD's support to EBWCG.

Reports & Director's Comments

18. **Emergency Preparedness Coordinator's Monthly Report**. [TS 1:45:31]

Emergency Preparedness Coordinator Johnny Valenzuela announced that the monthly report had been submitted as part of the agenda packet. He presented highlights from the report on the emergency preparedness workbook, watch duty presentation on September 14th, CERT program activities, Firewise progress, neighborhood preparedness, and mesh distributions.

19. **General Manager's Monthly Report**. [TS 1:50:16]

Interim General Manager Aranda announced that the monthly report had been submitted as part of the agenda packet. He said that data from the Clean-up Week Event would be provided next month.

20. **KCSD Consultant's Monthly Report**. [TS 1:53:07]

KCSD Consultant Mary Morris-Mayorga announced that the monthly report had been submitted as part of the agenda packet. She highlighted plans for email and data migration from the Kensington Fire Protection District to the Kensington Community Services District website.

21. **Directors' Comments**. [TS 1:54:52]

- President Hacaj thanked directors for their service.

- Director Levine commented on possible generation of board meeting transcripts and suggested a future agenda item on this topic.

Adjournment [TS 1:56:13]

President Hacaj adjourned the regular meeting at 9:07 p.m. She announced that the next regular meeting of the KCSD is scheduled for Thursday, November 12, 2026.

SUBMITTED BY:

_____

Lynelle M. Lewis, District Clerk of the Board

APPROVED: November 12, 2026

_____

David Aranda, Interim General Manager

_____

Sylvia Hacaj, President of the Board



Good Morning, Karn Borisuthiratana

Online Activity

Date	Status	Check number	Account	Payee & GL	Amount
10/15/2026	Accepted	N/A	Regular Checking 1550780	CC Rental GL 04-427	$550.00
10/15/2026	Accepted	N/A	Regular Checking 1550780	CC Rental GL 04-427	$364.00
10/15/2026	Accepted	N/A	Regular Checking 1550780	CCC GL 02-415	$9,416.21
				Deposit Total:-	$10,330.21



Good Afternoon, Karn Borisuthiratana

Online Activity

Date	Status	Check number	Account	Payee & GL	Amount
10/29/2026	Accepted	N/A	Regular Checking 1550780	LexisNexis 02-410	$20.00
10/29/2026	Accepted	N/A	Regular Checking 1550780	CCC 02-410	$322.26
10/29/2026	Accepted	N/A	Regular Checking 1550780	State Comp 03-419	$438.00
10/29/2026	Accepted	N/A	Regular Checking 1550780	SDRMA 01-457	$1,090.16
10/29/2026	Accepted	N/A	Regular Checking 1550780	BayView 05-448	$30,778.97
				Deposit Total:-	$32,649.39

Print Close

Payee	Amount	Process Date
Altivu Agency - John Valenzuela Electronic Confirmation #:731	$8,942.77	10/15/2026
Amazon Capital Services, Inc. Electronic Confirmation #:708	$2,085.40	10/15/2026
AT&T Electronic Confirmation #:727	$983.59	10/15/2026
AT&T CalNet Check Confirmation #:735	$30.33	10/15/2026
AT&T Mobility Electronic Confirmation #:709	$1,470.50	10/15/2026
BAAQMD Check Confirmation #:732	$566.00	10/15/2026
Battalion One Fire Protection Electronic Confirmation #:736	$504.00	10/15/2026
C&J Cleaning Services Electronic Confirmation #:710	$1,150.00	10/15/2026
Comcast Electronic Confirmation #:711	$177.55	10/15/2026
Contra Costa County Conservation and Development Check Confirmation #:712	$2,449.40	10/15/2026
EBMUD Check Confirmation #:728	$91.17	10/15/2026
EBMUD Check Confirmation #:713	$994.06	10/15/2026
Fernando Herrera Electronic	$3,355.00	10/15/2026

Confirmation #:714		
Government Leasing and Finance, Inc. Check Confirmation #:716	$1,300.05	10/15/2026
Great America Financial Svcs. Electronic Confirmation #:715	$221.57	10/15/2026
Intoximeters, Inc. Electronic Confirmation #:719	$25.33	10/15/2026
IT Management Corporation Electronic Confirmation #:718	$319.88	10/15/2026
Jose Fajardo Check Confirmation #:737	$750.00	10/15/2026
Karn Borisuthiratana Electronic Confirmation #:717	$1,229.57	10/15/2026
Kimber Communications Check Confirmation #:720	$3,875.00	10/15/2026
Mary Morris-Mayorga Electronic Confirmation #:729	$6,417.36	10/15/2026
Metro Elevator Check Confirmation #:733	$1,980.00	10/15/2026
PG&E Electronic Confirmation #:721	$234.22	10/15/2026
PG&E Electronic Confirmation #:722	$1,768.34	10/15/2026
PG&E Gas - Fire Electronic Confirmation #:734	$95.08	10/15/2026
Raychel Jackson Electronic Confirmation #:730	$2,075.40	10/15/2026
Special District Risk Management Authority Check Confirmation #:723	$1,601.00	10/15/2026

WEX Bank Check Confirmation #:724	$3,784.55	10/15/2026
WEX BANK Check Confirmation #:725	$1,001.45	10/15/2026
ZZ Tech Systems LLC Check Confirmation #:726	$140.40	10/15/2026
Subtotal	$49,618.97	Primary Checking *****0780
Total	**$49,618.97**	Skipped payments not included in the total.

Print

Close

Payee	Amount	Process Date
4Leaf, Inc. Check Confirmation #:758	$1,470.00	10/29/2026
AFLAC Electronic Confirmation #:740	$663.70	10/29/2026
Best Best & Krieger LLP Electronic Confirmation #:741	$8,314.40	10/29/2026
California Special Districts Association Check Confirmation #:753	$10,148.00	10/29/2026
City of El Cerrito Check Confirmation #:742	$361.00	10/29/2026
CLEA Check Confirmation #:743	$650.00	10/29/2026
Diablo Fire Safe Council Check Confirmation #:757	$1,100.00	10/29/2026
ERSIC, LLC Electronic Confirmation #:745	$5,167.50	10/29/2026
Fernando Herrera Electronic Confirmation #:759	$340.00	10/29/2026
Fernando Herrera Electronic Confirmation #:744	$3,025.00	10/29/2026
Greg Harman Check Confirmation #:746	$405.80	10/29/2026
KIC Check Confirmation #:754	$250.00	10/29/2026
Leete Generators Check Confirmation #:756	$847.32	10/29/2026
Melissa Klinect Electronic	$2,659.80	10/29/2026

Confirmation #:747		
R&S Erection of Richmond, Inc. Electronic Confirmation #:755	$11,849.54	10/29/2026
Smile Business Products, Inc. Electronic Confirmation #:749	$40.40	10/29/2026
Smile Business Products, Inc. Electronic Confirmation #:748	$113.73	10/29/2026
U.S Bank Corporate Payment Systems Electronic Confirmation #:751	$6,796.91	10/29/2026
Universal Building Services Check Confirmation #:750	$162.36	10/29/2026
Walnut Creek Ford Check Confirmation #:752	$293.15	10/29/2026
Subtotal	$54,658.61	Primary Checking *****0780
Total	**$54,658.61**	Skipped payments not included in the total.

KENSINGTON COMMUNITY SERVICES DISTRICT

KENSINGTON
COMMUNITY
SERVICES DISTRICT

MONTHLY FINANCIALS
FOR THE PERIOD JULY 1, 2026 THROUGH OCTOBER 31, 2026



Kensington Community Services District
Balance Sheet Unaudited
For Period July 1, 2026 to Oct 31, 2026

Line	Account		
1	**Current Assets**		
2	**Bank Accounts**		
3	**100 Petty Cash**		100
4	**101 Five Star Checking**		948,131
5	**103 Five Star Saving**		753,429
6	**105 CLASS - KPPCSD**		911,755
7	**106 Checking FSA**		5,618
8	**107 CLASS - PATHS**		6,252
9	**139 LAIF-District**		4,729,576
10	**Total Bank Accounts**	**$**	**7,354,860**
11	**Accounts Receivable**		
12	**144 Advance on Suppl. Taxes**		39,268
13	**148 Accounts Receivable/interest**		2,305
14	**Total Accounts Receivable**	**$**	**41,573**
15	**Other Current Assets**		
16	**153 Prepaid Expenses**		328,182
17	**193 Fire Prepaid CERBT Retiree Trust**		842,797
18	**Total Other Current Assets**	**$**	**1,170,979**
19	**Total Current Assets**	**$**	**8,567,412**
20	**Fixed Assets**		
21	**160 Police Fixed Assets**		
22	**161 Police Bldg Improvements**		200,061
23	**162 Patrol Cars**		677,459
24	**163 Patrol Cars Accessories**		43,673
25	**165 Personal Police Equipment**		72,587
26	**166 Police Traffic Equipment**		19,008
27	**167 Station Equipment-Police**		73,627
28	**168 Office Furn & Equip**		11,333
29	**169 Computer Equip**		133,594
30	**Total 160 Police Fixed Assets**	**$**	**1,231,342**
31	**170 Park/Rec Fixed Assets**		
32	**171 Land**		2,808,347
33	**172 Community Center Building**		2,310,260
34	**173 Community Center Improvements**		158,833
35	**174 Park Improvements**		976,065
36	**178 Pk/R Furn & Fixtures**		50,600
37	**Total 170 Park/Rec Fixed Assets**	**$**	**6,304,106**
38	**180 Fire Fixed Assets**		

Kensington Community Services District
Balance Sheet Unaudited
For Period July 1, 2026 to Oct 31, 2026

Line	Account		
39	181 Fire Building & Improvements		12,297,000
40	182 Equipment		1,976,576
41	183 Land		5,800
42	Total 180 Fire Fixed Assets	$	14,279,376
43	189 Accumulated Depreciation		(4,953,329)
44	Total Fixed Assets	$	16,861,495
45	Other Assets		
46	190 Deferred Outflows - OPEB		103,696
47	191 Deferred Outflows - Pension		841,776
48	Total Other Assets	$	945,472
49	TOTAL ASSETS	$	26,374,379
50	LIABILITIES AND EQUITY		
51	Liabilities		
52	Current Liabilities		
53	Accounts Payable		369,595
54	210 Accounts Payable		
55	Total Accounts Payable	$	369,595
56	Other Current Liabilities		
57	220 Payroll Liabilities		
58	231 AFLAC		112
59	Total 220 Payroll Liabilities	$	112
60	802 FSA Liability (Lively)		
61	517 FSA Liability - Police		2,374
62	806 FSA Liability - Adm		654
63	Total 802 FSA Liability (Lively)	$	3,028
64	Total Other Current Liabilities	$	3,140
65	Total Current Liabilities	$	372,735
66	Long-Term Liabilities		
67	240 2020 Pension Obligation Bond		
68	241 2020 POB - ST Portion		195,000
69	242 2020 POB - LT Portion		3,338,000
70	Total 240 2020 Pension Obligation Bond	$	3,533,000
	253 Bond Interest Payable	$	71,629
71	265 Compensated Absence/Vac Buyback		181,654
72	281 PSB Loan		
73	282 PSB Loan - ST		59,322
74	283 PSB Loan - LT		1,887,900
75	Total 281 PSB Loan	$	1,947,222



Kensington Community Services District
Balance Sheet Unaudited
For Period July 1, 2026 to Oct 31, 2026

Line	Account		
76	290 Community Center Loan		
77	291 Community Center Loan - ST		27,286
78	292 Community Center Loan - LT		57,723
79	**Total 290 Community Center Loan**	**$**	**85,009**
80	293 Vehicle Capital Lease		52,049
81	294 El Cerrito Reconciliations Liability		127,638
82	295 Net OPEB Liability		(896,778)
83	296 Net Pension Liability		571,480
84	297 Deferred Inflows - OPEB		225,018
85	298 Deferred Inflows - Pension		616,099
86	299 Deferred Inflows - OPEB Fire		2,061
87	**Total Long-Term Liabilities**	**$**	**6,516,081**
88	**Total Liabilities**	**$**	**6,888,816**
89	**Equity**		
90	300 Opening Bal Equity		84
91	301 Fire Equity		15,711,735
92	350 Invest. in Assets		5,164,503
93	390 Retained Earnings		1,700,400
94	395 Prior Period Adjustment		(162,591)
95	Net Income		(2,928,537)
96	**Total Equity**	**$**	**19,485,593**
97	**TOTAL LIABILITIES AND EQUITY**	**$**	**26,374,410**



Kensington Community Services District
Budget vs. Actuals: General Fund Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
1	**Income**				
2	**01- 400 Property Tax Revenue**				
3	**01-401 Levy Tax - Co. Prop. 1%**	262,684	262,684	8,800,000	3%
4	**Total 01-400 Property Tax Revenue**	**$ 262,684**	**$ 262,684**	**$ 8,800,000**	**3%**
5	**01-440 Interest and Admin Charges**				
6	**01-456 Interest**	7,559	89,876	300,000	30%
7	**01-457 Other Revenue**	1,090	30,601		
8	**01-458 Other District Rev - Allocation**			30,700	0%
9	**Total 01-440 Interest and Admin Charges**	**$ 8,649**	**$ 120,477**	**$ 330,700**	**36%**
10	**Total Income**	**$ 271,334**	**$ 383,162**	**$ 9,130,700**	**4%**
11	**Gross Profit**	**$ 271,334**	**$ 383,162**	**$ 9,130,700**	**4%**
12	**Expenses**				
13	**01-800 District Expenses**				
14	**01-813 IT Services & Equipment**	140	662	25,000	3%
15	**01-814 Website development/Maint.**			10,000	0%
16	**01-815 Admin Communications**	3,875	5,156	15,000	34%
17	**01-816 Office Supplies**	3	299	10,000	3%
18	**01-817 Printing and Postage**	243	1,086	6,000	18%
19	**01-818 Mileage Reimbursement**		393	1,500	26%
20	**01-819 Dues/Subscriptions**	1,088	4,672	20,000	23%
21	**01-820 Copier Contract**	154	770	2,000	38%
22	**01- 825 Board Continuing Ed/Conferences**		103	5,000	2%
23	**01-826 Board Meetings**		336		
24	**01-831 Training and Travel Admin**	1,445	2,608	15,000	17%
25	**01-832 Landscaping & Maintenance**			6,000	0%
26	**01-860 Election**			8,000	0%
27	**01-870 County Expenditures**			68,000	0%
28	**01-997 Payroll Expense**	1,090	4,359	14,000	31%
29	**01-580 Utilities**			5,000	0%
30	**01- 550.6 FSA Expenses**	100	400	1,500	27%
31	**01-898 Other Expenses**	350	387	5,000	8%
32	**Total 01-800 District Expenses**	**$ 8,487**	**$ 21,230**	**$ 217,000**	**10%**
33	**01-800.2 Salaries & Benefits**				
34	**01-807 Salaries**	22,818	85,256	390,396	22%
35	**01-808 Payroll Taxes**	1,740	6,482	29,865	22%
36	**Total 01-800.2 Salaries & Benefits**	**$ 24,558**	**$ 91,738**	**$ 420,261**	**22%**
37	**01-800.3 Professional Services**				
38	**01- 830 Legal (District/Personnel)**	8,314	34,697	60,000	**58%**



Kensington Community Services District
Budget vs. Actuals: General Fund Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
39	01-835 Consulting		4,717	10,000	47%
40	01-836 Operational Consulting	8,493	33,222	50,000	66%
41	01-840 Consulting Accounting	2,660	15,160	45,000	34%
42	01-841 Audit		13,000	30,000	43%
43	01-572 Recruiting. Hiring, Background			10,000	0%
44	Total 01-800.3 Professional Services	$ 19,467	$ 100,796	$ 205,000	49%
45	01-800.4 Insurances & LAFCO				
46	01-850 Risk management Insurance	4,888	14,665	47,245	31%
47	01- 851 Workers Compensation	771	3,084	7,500	41%
48	01-861 LAFCO			3,000	0%
49	Total 01-800.4 Insurances & LAFCO	$ 5,659	$ 17,749	$ 57,745	31%
50	Total operating expenses	$ 58,171	$ 231,514	$ 900,006	26%
51	Net Operating Income	$ 213,163	$ 151,648	$ 8,230,694	2%
52	01- 950 Capital Outlay				
53	01- 969 Computer Equipment			$ 10,000	0%
54	01-977 PSB Loan Principal			$ 59,322	0%
55	01-979 PSC Loan interest			$ 81,351	0%
56	Total Capital Expenses	$ -	$ -	$ 150,673	0%
57	Net Income	$ 213,163	$ 151,648	$ 8,080,021	2%

Kensington Community Services District
Budget vs. Actuals: Police Fund Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
1	**Income**				
2	**02-400.1 Assessments**				
3	**02-402 Special Tax-Police**			686,000	0%
4	**02-404 Measure G Supplemental Tax**			741,000	0%
5	**Total 02-400.1 Assessments**	**$ -**	**$ -**	**$ 1,427,000**	**0%**
6	**02-400.2 Grant Revenue**				
7	**02-414 POST Reimbursement**			3,000	0%
8	**02-415 SLESF**	9,416	9,416	200,000	5%
9	**Total 02-400.2 Grant Revenue**	**$ 9,416**	**$ 9,416**	**$ 203,000**	**5%**
10	**02-400.3 Reimbursements & Fees**				
11	**02-410 Police Fees/Service Charges**	323	3,070	15,000	20%
12	**02-418 CERBT Disbursements**			122,000	0%
13	**Total 02-400.3 Reimbursements & Fees**	**$ 323**	**$ 3,070**	**$ 137,000**	**2%**
14	**02-419 Other PD Revenue**		634		
15	**02-422 PD Grant Revenue**		600		
16	**Total Income**	**$ 9,739**	**$ 13,721**	**$ 1,767,000**	**1%**
17	**Gross Profit**	**$ 9,739**	**$ 13,721**	**$ 1,767,000**	**1%**
18	**Expenses**				
19	**02-500 Police Salaries**				
20	**02-502 Officers Salaries**				
21	**02-502.1 Officers Salary**	122,601	440,451	1,532,278	29%
22	**02-503 Holiday Pay**	4,591	16,056	50,373	32%
23	**02-503.4 Incentive Pay-Longevity Pay**	1,299	3,897	13,760	28%
24	**02-504 Incentive Pay- Education**	1,414	4,949	17,110	29%
25	**02-505 Incentive Pay- POST Certificate**	4,727	16,518	51,174	32%
26	**02-506 Overtime**	16,310	43,745	80,000	55%
27	**02-506 Overtime to be reimbursed by Grant**		(9,620)		
28	**02-506 Total Overtime**	**16,310**	**34,125**	**80,000**	**43%**
29	**02-506.1 Overtime Special Events**	421	2,753	10,000	28%
30	**02-548 GASB 75 - Expense**		5,250		
32	**Total 02-500 Police Salaries**	**$ 151,363**	**$ 533,619**	**$ 1,754,695**	**30%**
33	**02-500.1 Benefits**				
34	**02-509 Hiring Bonus**		2,000	10,000	20%
35	**02-516 Uniform Allowance**	100	350	1,200	29%
36	**02-520 In Lieu Health Expense**	1,000	3,500	12,000	29%
37	**02-521-A Medical/Vision/Dental-Active**	17,818	73,242	205,000	36%
38	**02-521-R Medical/Vision/Dental-Retired**	7,100	30,094	90,000	33%

Kensington Community Services District
Budget vs. Actuals: Police Fund Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
39	02-522 Officer Life Insurance	650	1,625	3,300	49%
40	**Total 02-500.1 Benefits**	**$ 26,667**	**$ 110,811**	**$ 321,500**	**34%**
41	**02-500.2 Taxes & Worker's Comp**				
42	02-808 Payroll Taxes	2,135	7,482	26,170	29%
43	02-851 Workers Compensation PD	5,822	29,954	77,190	39%
44	**Total 02-500.2 Taxes & Worker's Comp**	**$ 7,957**	**$ 37,436**	**$ 103,360**	**36%**
45	**02-500.3 Retirement**				
46	02-527 CalPERS District Share	35,637	130,491	436,194	30%
47	02-529 Pension Obligation Bond Payment			331,258	0%
48	**Total 02-500.3 Retirement**	**$ 35,637**	**$ 130,491**	**$ 767,452**	**17%**
49	**02-550 Police Operating Expenses**				
50	02-519 Axon - Body Cam/Tasers/Storage	2,680	10,721	30,500	35%
51	02-554 Traffic Safety/Equipment	25	3,649	18,000	20%
52	02-568 Evidence, Investigation, Forens	25	2,636	7,000	38%
53	02-575 Community Safety Cameras			15,000	0%
54	02-594 Community Events & Volunteer Programs	210	2,237	9,000	25%
55	02-819 PD Subscriptions/Memberships	3,155	6,019	8,000	75%
56	**Total 02-550 Police Operating Expenses**	**$ 6,096**	**$ 25,262**	**$ 87,500**	**29%**
57	**02-550.1 Buiding & District Expenses**				
58	02-567 Building Alarm, Fire, Security		2,249	5,000	45%
59	02-580 PG&E, EBMUD, and Phone	3,163	12,009	35,000	34%
60	02-581 Building Repairs and Maintenanc	361	361	4,000	9%
61	02-587 IT Contract City of San Pablo	14	26,362	45,000	59%
62	02-590 Janitorial	1,158	5,150	13,000	40%
63	02-592 Website Social Media Contracts	46	184	1,000	18%
64	02-597 Police Bldg. Lease		8,796	12,600	70%
65	02-816 Office Supplies and Expenses	941	3,040	10,000	30%
66	**Total 02-550.1 Buiding & District Expenses**	**$ 5,683**	**$ 58,152**	**$ 125,600**	**46%**
67	**02-550.2 Fleet Related Expenses**				
68	02-561 Fleet Maintenance, Fuel, Toll,	5,088	25,034	75,000	33%
69	02-563 Vehicle Lease	1,300	5,200	16,000	33%
70	02-566 Radio Maintenance			10,000	0%
71	02-588 Police Fleet Cellular Contract	1,471	4,450	12,000	37%
72	**Total 02-550.2 Fleet Related Expenses**	**$ 7,858**	**$ 34,684**	**$ 113,000**	**31%**
73	**02-550.3 Personnel Miscellaneous**				
74	02-553 Uniforms, Eqpmt, & Duty Gear	622	4,965	20,000	25%
75	02-570 Training and Travel Exp	2,225	9,618	25,000	38%

Kensington Community Services District
Budget vs. Actuals: Police Fund Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
76	02-572 Recruiting, Hiring, and Backgro		3,031	1,500	202%
77	02-574 Reserve Program			1,500	0%
78	02-835 Consulting - Bckgrnd/hiring/rec	5,168	13,520	50,000	27%
79	**Total 02-550.3 Personnel Miscellaneous**	**$ 8,015**	**$ 31,134**	**$ 98,000**	**32%**
80	**02-550.4 Prof Services & Insurance**				
81	02-555 CAPS			11,500	0%
82	02-564 Cal-ID, ARIES, SunRidge, LEFTA	12,632	66,915	190,000	35%
83	02-596 Lexipole	314	1,590	4,500	35%
84	02-830 Legal		1,253	4,000	31%
85	02-850 Risk Management Insurance	6,667	20,000	80,000	25%
86	**Total 02-550.4 Prof Services & Insurance**	**$ 19,613**	**$ 89,758**	**$ 290,000**	**31%**
87	**Total Operating Expenses**	**$ 268,889**	**$ 1,051,348**	**$ 3,661,107**	**29%**
88	**Net Operating Income**	**$ (259,150)**	**$ (1,037,627)**	**$ (1,894,107)**	**55%**
89	**02- 950 Capital Outlay**				
90	02-559 CHP Expenses		15,452		
91	02-963 Patrol Car Accessories		5,573	40,000	14%
92	02-967 Station Equipment			15,000	0%
93	02-982 Police Building Cap Projects		190,002	190,000	
94	**Total 02-950 Capital Outlay**	**$ -**	**$ 211,026**	**$ 245,000**	**86%**
95	**Total Expenses**	**$ 268,889**	**$ 1,262,374**	**$ 3,906,107**	**32%**
96	**Net Income**	**$ (259,150)**	**$ (1,248,653)**	**$ (2,139,107)**	**58%**

Kensington Fire Protection District
Budget vs. Actuals: Fire Dept Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
1	**Income**				
2	**03-402 Special Taxes**			200,802.00	0%
3	**03-418 CERBT Disbursements**			53,000.00	0%
4	**03-419 Other Revenue**	438.00	438.00	3,000.00	15%
5	**Total Income**	**$ 438**	**$ 438**	**$ 256,802**	**0%**
6	**Gross Profit**	**$ 438**	**$ 438**	**$ 256,802**	**0%**
7	**Expenses**				
8	**03-1008 Outside Professional Services**				
9	**03-1009 Actuarial Valuation**			6,000	0%
10	**03-1010 El Cerrito Contract Fee**	410,257	1,641,027	4,923,081	33%
11	**03-1011 El Cerrito Reconciliations**	10,636	42,546	127,638	33%
12	**03-1016 Wildland Vegetation Management**	1,470	1,470	4,500	33%
13	**03-1015 Fire Engineer Plan Review**			3,000	0%
14	**03-837 Emergency Prep Coordinator**	8,943	27,165	110,000	25%
15	**03-850 Risk Management Insurance**	2,833	11,333	34,000	33%
16	**Total 03-1008 Outside Prof. Services**	**$ 434,139**	**$ 1,723,541**	**$ 5,208,219**	33%
17	**03-520 Retiree Medical Benefits**				
18	**03-521R Medical/Vision/Dental (Retired)**	3,551	16,155	53,000	30%
19	**Total 03-520 Retiree Medical Benefits**	**$ 3,551**	**$ 16,155**	**$ 53,000**	**30%**
20	**03-904 Community Service Activities**				
21	**03-569 Emergency Preparedness**	1,166	1,634	6,000	27%
22	**03-905 KEEP Grant**		15,204	15,000	101%
23	**03-906 Haz. Veg. Removal Grant Exp**		67,462	80,000	84%
24	**03-908 Public Education**	1,298	1,298	16,000	8%
25	**Total 03-904 Community Service Activities**	**$ 2,464**	**$ 85,597**	**$ 117,000**	**73%**
26	**03-910 Fire District Activities**				
27	**03-553 Uniforms, Equipment, & Duty Gear**			4,000	0%
28	**03-567 Building Alarm, Fire, Security, & Maint.**	3,897	16,730	16,000	105%
29	**03-576 Subscriptions/Memberships**	342	4,911	5,000	98%
30	**03-580 Utilities**	1,695	16,716	52,500	32%
31	**03-590 Janitorial**			1,000	0%
32	**03-590 Janitorial (Med Waste Disposal)**	444	3,989	5,000	80%
33	**03-644 Landscaping**	340	2,040	5,000	41%
34	**03-898 Other Expenses**		1,126	5,000	23%
35	**Total 03-910 Fire District Activities**	**$ 6,719**	**$ 45,512**	**$ 93,500**	**49%**
36	**Total operating expenses**	**$ 446,873**	**$ 1,870,805**	**$ 5,471,719**	**34%**
37	**Net operating income**	**$ (446,435)**	**$ (1,870,367)**	**$ (5,214,917)**	**36%**

Kensington Fire Protection District
Budget vs. Actuals: Fire Dept Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
38	**03-970 Capital Purchases**				
39	**03-967 Fire Station Equipment**	11,850	12,525	40,000	31%
40	**Total 03-970 Capital Purchases**	**$ 11,850**	**$ 12,525**	**$ 40,000**	**31%**
41	**Total Expenses**	**$ 458,723**	**$ 1,883,329**	**$ 5,511,719**	**34%**
42	**Net Income**	**$ (458,285)**	**$ (1,882,891)**	**$ (5,254,917)**	**36%**

Kensington Community Services District
Budget vs. Actuals: Parks Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
1	**Income**				
2	**04-420.1 Parks Assessments**				
3	**04-402 Special Tax-L&L Parks**			50,000	0%
4	**Total 04-420.1 Parks Assessments**			**$ 50,000**	**0%**
5	**04-420.2 Parks Rental Revenue**				
6	**04-419 Other Misc. Revenue**		900		
7	**04-427 Community Center Revenue**	8,089	23,912	40,000	60%
8	**04-438 Tennis Court Revenue**	178	556	1,500	
9	**Total 04-420.2 Parks Rental Revenue**	**$ 8,267**	**$ 25,368**	**$ 41,500**	**61%**
10	**04-471 KCC Annual Fees**			31,000	0%
11	**Total Income**	**$ 8,267**	**$ 25,368**	**$ 122,500**	**21%**
12	**Gross Profit**	**$ 8,267**	**$ 25,368**	**$ 122,500**	**21%**
13	**Expenses**				
14	**04-600 Park/Rec Sal & Ben**				
15	**04-807 Parks Salaries**	5,503	19,383	73,548	26%
16	**04-808 Payroll Taxes Parks**	419	1,496	5,626	27%
17	**Total 04-600 Park/Rec Sal & Ben**	**$ 5,923**	**$ 20,879**	**$ 79,174**	**26%**
18	**04-635 Park/Recreation Expenses**				
19	**04-640 Parks Expenses**				
20	**04-580 Utilities-Community Center**	1,354	15,926	30,000	53%
21	**04-581 Community Center Repairs**	2,765	3,345	7,500	45%
22	**04-590 Janitorial Supplies**	162	1,021	2,500	41%
23	**04-641 General Maintenance**		9,173	20,000	46%
24	**04-644 Landscaping**	3,025	12,260	45,000	27%
25	**04-653 Park Hardening**		12,740		
26	**04-830 Legal - Parks**		1,500	1,000	150%
27	**04-835 Consulting - Parks**			5,000	0%
28	**04-851 Workers Comp Parks**	467	1,867	5,600	
29	**Total 04-640 Parks Expenses**	**$ 7,773**	**$ 57,832**	**$ 116,600**	**50%**
30	**04-650 Other Park Expenses**				
31	**04-658 Levy Administration**		4,761	11,300	42%
32	**04-674 Parks Maint/Repair**			1,000	0%
33	**04-850 Risk Management Insurance**	1,500	4,500	18,000	25%
34	**04-898 Other Expenses - Parks**	629	1,818	10,000	18%
35	**Total 04-650 Other Park Expenses**	**$ 2,129**	**$ 11,078**	**$ 40,300**	**27%**
36	**Total 04-635 Park/Recreation Expenses**	**$ 9,902**	**$ 68,910**	**$ 156,900**	**44%**
37	**Total operating expenses**	**$ 15,825**	**$ 89,789**	**$ 236,074**	**38%**

Kensington Community Services District
Budget vs. Actuals: Parks Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
38	**Net operating Income**	**$ (7,558)**	**$ (64,421)**	**$ (113,574)**	**57%**
39	**Other Income**				
40	**04-474 PATH Dedicated Capital Revenue**		35,000	35,000	100%
41	**Total Other Income**	**$ -**	**$ 35,000**	**$ 35,000**	**100%**
42	**04-950 Capital Outlay**				
43	**04-972 Park Buildings Improvement**		980	120,000	1%
44	**Total 04-950 Capital Outlay**	**$ -**	**$ 980**	**$ 120,000**	**1%**
45	**Other Expenses**				
46	**04-975 Community Center Loan Repayment**			30,500	0%
47	**04-976 PATHS Capital Expense**		75	65,000	0%
48	**Total Other Expenses**	**$ -**	**$ 75**	**$ 95,500**	**0%**
49	**Net Income**	**$ (7,558)**	**$ (30,476)**	**$ (294,074)**	**10%**

Kensington Community Services District
Budget vs. Actuals: Waste Management Unaudited
For Period July 1, 2026 to October 31, 2026

Line	Account	Oct-26	FY27 YTD Actual	FY 27 Budget	% of Budget
1	**Income**				
2	**05-440 Interest and Admin Charges**				
3	**05-448 Franchise Fees**	30,779	43,504	120,000	36%
4	**Total 05-440 Interest and Admin Charges**	**$ 30,779**	**$ 43,504**	**$ 120,000**	**36%**
5	**Total Income**	**$ 30,779**	**$ 43,504**	**$ 120,000**	**36%**
6	**Gross Profit**	**$ 30,779**	**$ 43,504**	**$ 120,000**	**36%**
8	**Expenses**				
9	**05-750 Waste Managment Expenses**				
10	**05-751 Waste Removal Franchise Fee Exp**	2,449	5,454	51,000	11%
11	**05-752 Waste Management Program Admin**			30,700	0%
12	**05-799 Waste Mgmt Grant Exp**		613	2,500	25%
13	**05-830 Legal (Waste Mgmt)**			2,500	0%
14	**05-835 Consulting**	452	1,600	10,000	16%
15	**05-898 Other WM Expenses**		700	2,500	28%
16	**Total 05-750 Waste Managment Expenses**	**$ 2,902**	**$ 8,366**	**$ 99,200**	**8%**
17	**Total Expenses**	**$ 2,902**	**$ 8,366**	**$ 99,200**	**8%**
18	**Net Operating Income**	**$ 27,877**	**$ 35,138**	**$ 20,800**	**169%**
19	**Net Income**	**$ 27,877**	**$ 35,138**	**$ 20,800**	**169%**



KENSINGTON POLICE DEPARTMENT

Monthly Report

October 2026

Reporting period: Oct 1 – Oct 31, 2026

Patrol Operations • Crime Data • Traffic Safety • Training • Community

00 / MONTH AT A GLANCE

Executive Summary

The monthly report provides an overview of the Police Department's activities. It includes statistical data and police activity logs representing some of the enforcement efforts and public safety trends this month. The report highlights department initiatives, accomplishments, and community engagement efforts.

TOTAL INCIDENTS	OFFICER-INITIATED	DISPATCHED CALLS	MEDIAN RESPONSE
1,152	786	366	5.5 min
▼ 17.8% vs prior month	68% of all incidents	▲ 35.1% vs prior month	Prior month 5.7 min

TRAFFIC STOPS	CITATIONS ISSUED	REPORTS PREPARED	ARRESTS
93	69	33	3
▼ 15.5% vs prior month	▼ 23.3% vs prior month	20 NIBRS crime reports	2 misdemeanor, 1 warrant

THIS MONTH IN BRIEF

- **Hate crime investigation.** KPD is investigating vandalism involving a racial slur near Kensington Elementary School as a hate crime and has increased patrols on campus.
- **Busier calls for service.** Dispatched calls rose 35% to 366, while officer-initiated activity fell to 786 as officers spent more time on calls, investigations, and mandated training.
- **Domestic violence cases.** Five domestic battery investigations: two arrests, two cases closed, and an arrest warrant issued in the fifth.
- **Investing in our people.** About 114 training hours, including Advanced Officer Training, new breath-testing (PAS) device training, and child death investigation training.
- **In the community.** Two officers recognized for their homicide response, plus Park'd, the Kensington Parade, the Harvest Festival, Halloween night, and 54.5 volunteer hours.

IN THIS REPORT

01 Patrol Operations 02 Crime & NIBRS Data 03 Activity Patterns 04 Traffic Safety 05 Activity Log 06 Training 07 From the Chief 08 Community Corner 09 Photo Highlights 10 Upcoming Events

01 / CALLS, ACTIVITY & RESPONSE

Patrol Operations

From October 1 through October 31, 2026, the Kensington Police Department handled 1,152 total incidents, down from 1,401 in the prior period (September 1–30, 2026). Of these, 786 were officer-initiated activities (OIA), down from 1,130, and 366 were dispatched calls for service, up from 271.

Officer-initiated activity included 93 traffic stops, 396 building/security checks, 207 extra patrols, and 5 vehicle/pedestrian checks. Officers issued 69 citations, down from 90 in the prior period, and 37 verbal warnings.

The drop in officer-initiated activity and traffic enforcement reflects higher call volume and more cases that took significant investigative time. Staffing was also limited this month by state-mandated training and officer leave.

The median response time for dispatched calls was 5.5 minutes, in line with the 5.7-minute median in the prior period.

The department prepared 33 investigative reports, up from 28 in the prior period. Of these, 20 were NIBRS crime reports: 18 for crimes that occurred this period and 2 for crimes from prior periods.

Officers made 3 arrests, up from 1 in the prior period: 2 misdemeanor arrests and 1 warrant/other arrest. There were no felony arrests.

October's caseload included 5 domestic battery investigations. Two resulted in arrests and two others have been closed. The fifth remains under active investigation, and the Contra Costa County Superior Court has issued an arrest warrant for the suspect.

EXTRA PATROLS	BUILDING CHECKS	TRAFFIC STOPS	VEH./PED. CHECKS	VERBAL WARNINGS
207	396	93	5	37

TABLE 1 Patrol data comparison: October 2026 vs. September 2026 vs. October 2025

METRIC	OCT 2025	SEP 2026	OCT 2026	CHANGE	NORMAL RANGE	Z-SCORE	STATUS
Total Incidents	1,336	1,401	**1,152**	-17.8%	992–1,824	-1.23	**Normal**
Dispatched Calls for Service	229	271	**366**	+35.1%	121–369	1.94	**Normal**
Traffic Stops	136	110	**93**	-15.5%	35–168	-0.26	**Normal**
Citations Issued	130	90	**69**	-23.3%	32–139	-0.63	**Normal**
Reports Prepared in Period	34	28	**33**	+17.9%	10–37	1.39	**Normal**
Misdemeanor Arrests	3	0	**2**	N/A	0–0	N/A	n/a
Felony Arrests	6	0	**0**	N/A	0–2	-0.42	**Normal**
Warrant / Other Arrests	0	1	**1**	0.0%	0–1	1.15	**Normal**
Total Arrests	9	1	**3**	+200.0%	0–4	1.49	**Normal**
Median Response Time	5.0 min	5.7 min	**5.5 min**	-0.2 min (-2.7%)	3.8–6.6 min	0.48	**Normal**
90th Percentile Response Time	11.9 min	12.6 min	**13.2 min**	+0.7 min (+5.4%)	8.4–22.1 min	-0.60	**Normal**

Change compares October with September 2026. Normal Range, Z-Score and Status compare this month with KPD's own history from October 2024 to September 2026 (24 months). Counts that naturally swing from month to month are judged against their own normal swing, and response times against their usual monthly variation. Every measure this month was within its normal range.

COMMUNITY NOTICE: HATE CRIME INVESTIGATION

On October 19, KPD received a report of vandalism near Kensington Elementary School involving a racial slur written on a wall. KPD is investigating the incident as a hate crime, and the investigation is active and ongoing. To protect the case, the department can share only limited details at this time.

Hateful language like this has no place in Kensington. It harms our whole community. KPD is working directly with school administration to support students, staff, and families, and officers have increased patrols on campus.

We thank the community members who reported the vandalism and everyone who has offered support. Anyone with information is asked to contact KPD Dispatch at (510) 525-7573 and reference case number 2026-0230. Hate incidents can also be reported confidentially to CA vs Hate at (833) 866-4283. KPD will provide updates as the investigation allows.

FIGURE 1 Officer-initiated activity by type, October 2026

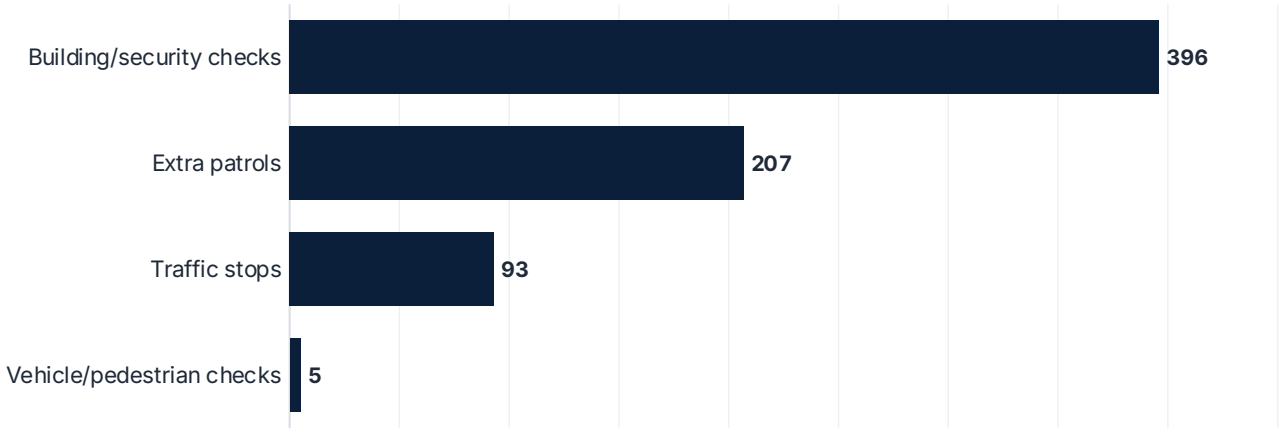
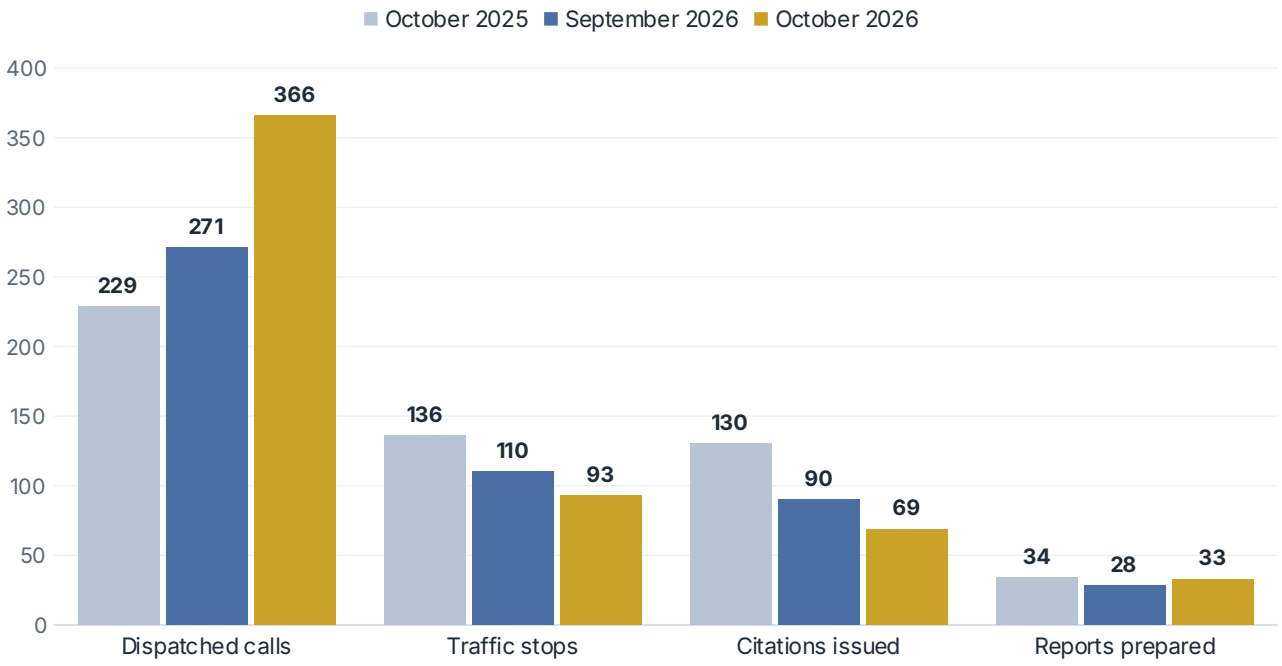


FIGURE 2 Key patrol measures, year-over-year and month-over-month



02 / REPORTED OFFENSES

Crime & NIBRS Data

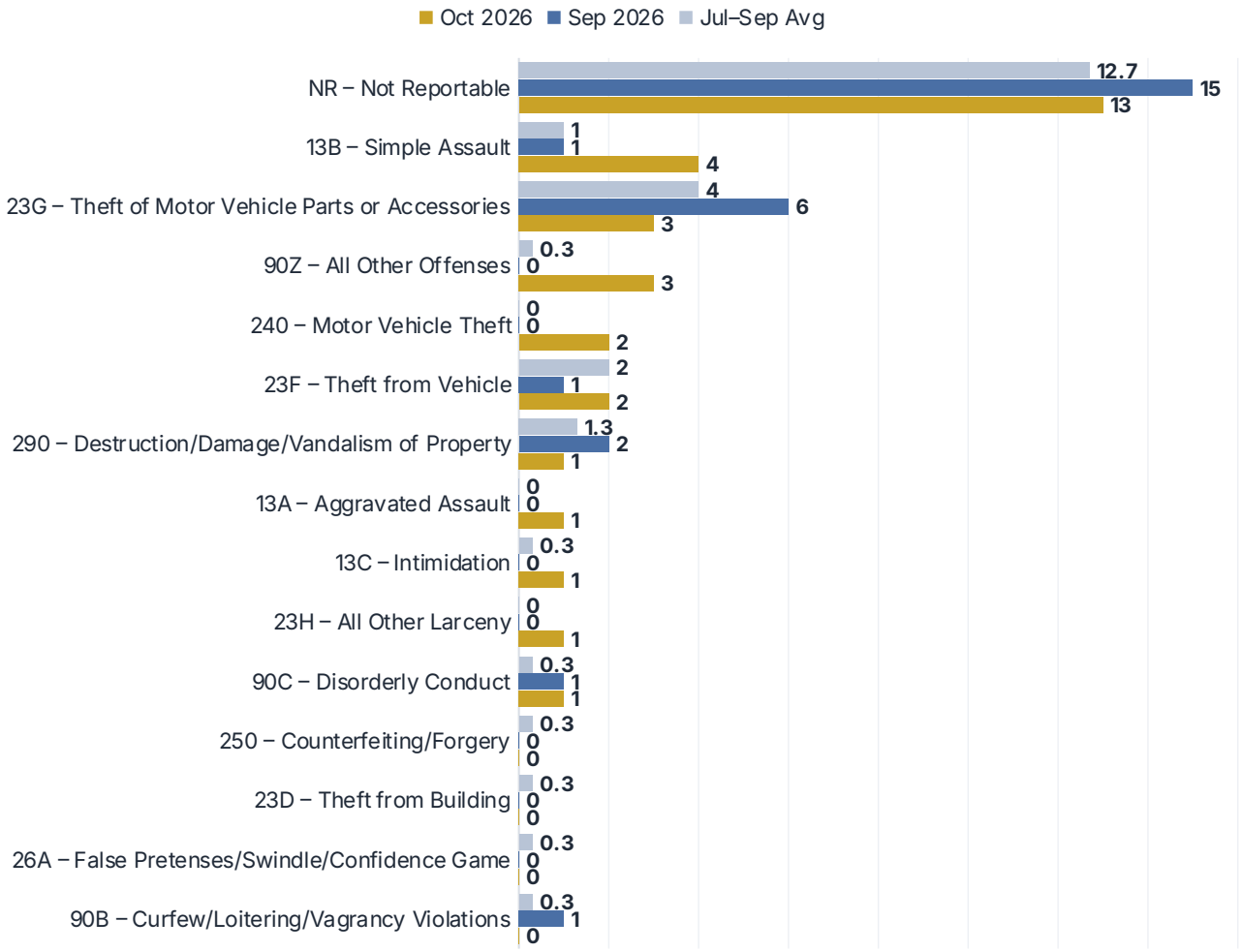
NIBRS (National Incident-Based Reporting System) offenses reported this month, compared with the prior month and the July–September average.

TABLE 2 October 2026 NIBRS offense data

CODE	OFFENSE	OCT 2026	SEP 2026	LAST 30 DAYS	JUL–SEP AVG	%Δ	Z-SCORE
NR	Not Reportable	13	15	11	12.7	-13.3%	0.09
13B	Simple Assault	4	1	4	1	+300.0 %	3.00
23G	Theft of Motor Vehicle Parts or Accessories	3	6	3	4	-50.0%	-0.50
90Z	All Other Offenses	3	0	3	0.3	+100.0 %	4.62
240	Motor Vehicle Theft	2	0	2	0	+100.0 %	0.00
23F	Theft from Vehicle	2	1	2	2	+100.0 %	0.00
290	Destruction/Damage/Vandalism of Property	1	2	1	1.3	-50.0%	-0.29
13A	Aggravated Assault	1	0	1	0	+100.0 %	0.00
13C	Intimidation	1	0	1	0.3	+100.0 %	1.15
23H	All Other Larceny	1	0	1	0	+100.0 %	0.00
90C	Disorderly Conduct	1	1	1	0.3	0.0%	1.15
250	Counterfeiting/Forgery	0	0	0	0.3	0.0%	-0.58
23D	Theft from Building	0	0	0	0.3	0.0%	-0.58
26A	False Pretenses/Swindle/Confidence Game	0	0	0	0.3	0.0%	-0.58
90B	Curfew/Loitering/Vagrancy Violations	0	1	0	0.3	-100.0%	-0.58

%Δ compares October with September 2026. Red marks an increase in reported offenses; green marks a decrease. Last 30 Days counts offenses in the 30 days before October 31.

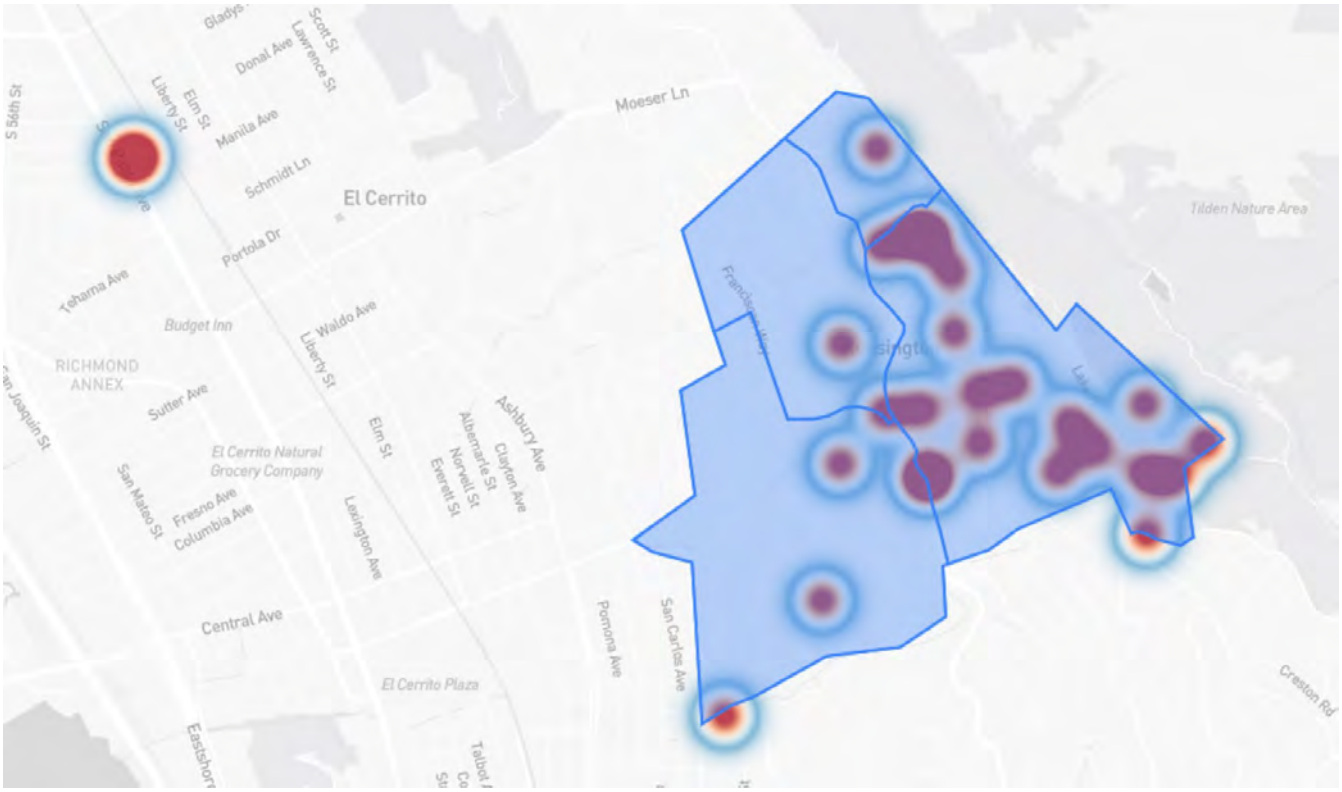
FIGURE 3 NIBRS offenses, past 30 days vs. prior month and 3-month average



03 / WHERE & WHEN INCIDENTS OCCUR

Activity Patterns

FIGURE 4 Patrol case heat map (past 30 days)



Incident locations are aggregated into a heat surface using a distance-weighted smoothing calculation over nearby points, where warmer colors indicate higher estimated activity concentration and cooler colors indicate lower concentration.

TABLE 3 Case temporal heat map (past 30 days): day of week by time of day

Day	00-03	03-06	06-09	09-12	12-15	15-18	18-21	21-00	Total
Sun	1.04	0.04	0.04	0.04	0.49	1.59	0.36	0.72	4.32
Mon	·	2	·	1	1	·	0.04	0.13	4.17
Tue	1.13	0.13	0.13	0.13	0.13	0.13	0.08	·	1.86
Wed	·	1	·	2	1	2	·	0.09	6.09
Thu	1.91	·	·	2.33	1.67	·	·	0.29	6.2
Fri	0.75	0.04	0.04	0.35	0.73	1.04	0.04	0.04	3.03
Sat	0.04	0.04	0.04	1.04	1.04	0.04	1.04	0.04	3.32
Total	4.87	3.25	0.25	6.89	6.05	4.8	1.57	1.31	29

Lower activity — Higher

The temporal heat map uses time-quality weighting: incidents with exact reported times count fully toward their hour, while incidents with unknown or range-based times are proportionally distributed across applicable hours. This reduces the skewing effect of default midnight timestamps common in RMS data.

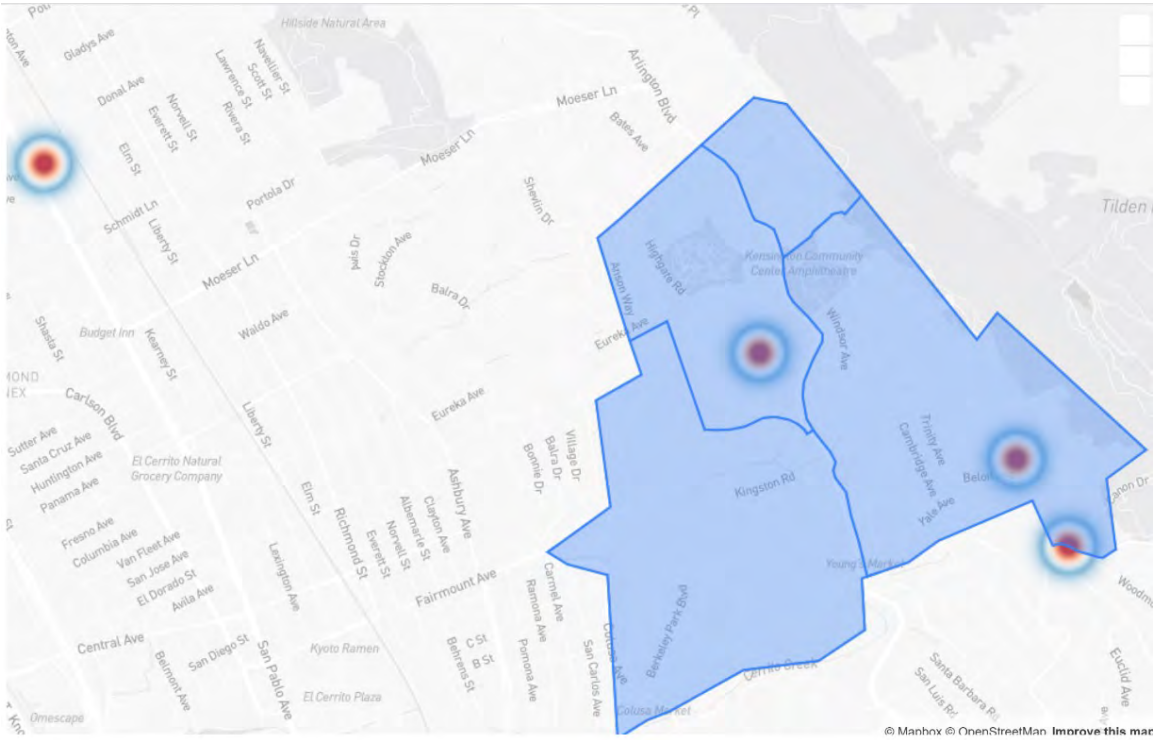
04 / COLLISIONS & ENFORCEMENT

Traffic Safety

NON-INJURY COLLISIONS	TRAFFIC STOPS	CITATIONS ISSUED	DUI PATROL STOPS
4	93	69	16
Up from 3 in September	▼ 15.5% vs prior month	▼ 23.3% vs prior month	Oct 11 saturation patrol

During the period Oct 1 – Oct 31, 2026, 4 non-injury collisions were reported, which was an increase from 3 in the prior period (Sep 1 – Sep 30, 2026). Of these, one misdemeanor hit-and-run (CVC §20002) was reported.

FIGURE 5 Collision locations, October 2026



05 / REPORTED INCIDENTS THIS MONTH

Patrol Activity Log

Reported incidents for the month, newest first. Addresses are generalized to the block to protect privacy.

DATE	TIME	LOCATION	STATUTE	OFFENSE(S)	SEVERITY	ARREST	SUMMARY
10/31/2026	07:54 PM	3XX ARLINGTON AV	273.5(A) PC; 245(A)(1) PC	Inflict corporal injury on spouse/cohabitant/datng relatnshp - Simple (F); Assault w deadly weapon:not f/arm (M)	**Felony**	No	On October 31, 2026, officers investigated a reported domestic violence-related assault at 3XX ARLINGTON AV, where a former dating partner was alleged to have thrown a glass mug, causing injury. No arrest was made; an emergency protective order and arrest warrant was obtained, and the case is pending review.
10/31/2026	10:33 AM	5XX COVENTRY RD	487(A) PC	Grand theft:money/labor/property - All other larceny (F)	**Felony**	No	A theft of boxed personal property was reported at 5XX COVENTRY RD. No suspects or investigative leads were identified, and the case was closed.
10/30/2026	03:23 PM	XX KINGSTON RD	LOSTPROP	Lost Property	**Administrative**	No	A lost driver's license report was documented for XX KINGSTON RD. No criminal activity was alleged, and the report was closed.
10/30/2026	11:22 AM	XX KENYON AV	10851(A) VC	Take vehicle w/o owners consent/vehicle theft - Motor vehicle theft (F)	**Felony**	No	A vehicle theft was reported at XX KENYON AV after a vehicle was discovered missing from a residential driveway. The vehicle was entered into the stolen vehicle system, and the investigation is pending review of information from another law enforcement agency.
10/26/2026	02:32 PM	XX NORWOOD AV	11-82	Accident, no injuries	**Administrative**	No	Officers investigated a property damage only collision and authored a collision report.
10/26/2026	05:20 AM	PLATEAU DR/GRIZZLY PEAK BL	487(A) PC	Grand theft:money/labor/property - Motor vehicle parts/accessories (F)	**Felony**	No	A catalytic converter theft was reported at PLATEAU DR/GRIZZLY PEAK BL after subjects were seen near a parked vehicle before fleeing in a sedan. The report was closed for insurance purposes only.
10/26/2026	05:15 AM	2XX KENYON AV	484(A) PC	Grand theft - Motor vehicle parts/accessories (F)	**Felony**	No	Officers investigated a reported catalytic converter theft at 2XX KENYON AV. Surveillance footage showed a sedan in the area, and follow-up canvassing is pending.
10/24/2026	12:00 PM	5XX COVENTRY RD	459 PC	Burglary - From motor vehicle (F)	**Felony**	No	Officers responded to a vehicle burglary at 5XX COVENTRY RD, where tools were reported stolen from a locked vehicle after a window was broken. The investigation is pending receipt of a property list and possible surveillance footage.
10/23/2026	Unknown	1XX ARLINGTON AV	530.5(A) PC	Obtain credit/etc:use others id - False pretenses/swindle/confidence game (M)	**Misdemeanor**	No	A report of an unauthorized financial account opened using another person's identifying information was documented for 1XX ARLINGTON AV. No monetary loss was reported, and the case was closed due to no investigative leads.
10/23/2026	Unknown	2XX STANFORD AV	459 PC; 242 PC	Burglary - Burglary/breaking and entering (F); Battery - Simple (F)	**Felony**	No	Officers investigated a reported residential burglary and battery involving a delivery driver at 2XX STANFORD AV. Evidence was collected, and a search warrant for delivery service records was submitted as the investigation remains ongoing.
10/21/2026	03:07 PM	2XX LOS ALTOS DR	5150 WI	Unable to care for self or other	**Administrative**	No	On October 21, officers conducted a welfare check at 2XX LOS ALTOS DR and arranged transportation for further assistance. An Adult Protective Services report was submitted.
10/21/2026	Unknown	1XX HIGHLAND BL	APSRPT	Adult Protective Services Report	**Administrative**	No	An Adult Protective Services report concerning alleged unauthorized account charges was received for 1XX HIGHLAND BL. Follow-up with Adult Protective Services is pending.
10/18/2026	05:00 PM	XX HIGHLAND BL	243.2(A)(1) PC	Battery on person on school/hospital/park property - Simple (M)	**Misdemeanor**	No	On October 19, officers documented a report of unwanted physical contact and a verbal threat involving a child at XX HIGHLAND BL. No suspect was identified, and the reporting party did not request prosecution.
10/18/2026	02:12 PM	4XX BELOIT AV	10852 VC	Tamper with vehicle - Motor vehicle parts/accessories (M)	**Misdemeanor**	No	On October 18, officers investigated the theft of a vehicle license plate at 4XX BELOIT AV. The plate was entered as stolen, and the case was suspended pending further information.
10/16/2026	12:00 AM	XX HIGHLAND BL	594(A)(1) PC; 422.7(B) PC	Vandalism:deface property (F); Violate civil rights:cause property damage (F)	**Felony**	No	On October 19, officers investigated bias-motivated vandalism at XX HIGHLAND BL after offensive graffiti was found on school property. No investigative leads were located during a neighborhood canvas, and the investigation is ongoing.

DATE	TIME	LOCATION	STATUTE	OFFENSE(S)	SEVERITY	ARREST	SUMMARY
10/15/2026	11:03 PM	6XX BELOIT AV	273.6(A) PC; O/W-M	Viol crt ord dom violence (M); Out warrant misd	**Misdemeanor**	**Yes**	At 6XX BELOIT AV, officers conducted a welfare check and determined that a subject was in violation of an active criminal protective order and had an outstanding misdemeanor warrant. An arrest was made.
10/15/2026	11:30 AM	2XX ARLINGTON AV	DTKPD	KPD DEA Drug Takeback	**Administrative**	No	At 2XX ARLINGTON AV, officers collected unused prescription medication from a public collection box and secured it as evidence for disposal. No crime was reported, and the case was closed.
10/15/2026	10:46 AM	2XX PURDUE AV	Collision No Inj	Collision Report No Injury	**Administrative**	No	Officers investigated a property damage only collision and authored a collision report.
10/15/2026	Unknown	ARLINGTON AV/WESTMINSTER AV	Collision No Inj	Collision Report No Injury	**Misdemeanor**	No	Officers investigated a property damage only collision and authored a collision report.
10/14/2026	02:11 PM	2XX KENYON AV	243(E)(1) PC	Battery:spouse/ex spouse/date/etc - Simple (M)	**Misdemeanor**	No	At 2XX KENYON AV, officers investigated a reported domestic disturbance involving alleged physical contact. No injuries or evidence of a criminal offense were observed, and the case was closed with an Adult Protective Services report submitted.
10/14/2026	05:00 AM	6XX PLATEAU DR	273.5(A) PC	Inflict corporal injury on spouse/cohabitant/datng relatnshp - Simple (M)	**Misdemeanor**	No	At 6XX PLATEAU DR, officers investigated a reported domestic disturbance involving alleged physical contact. No arrest was made; the incident was documented and remains pending follow-up.
10/12/2026	08:00 PM	GRIZZLY PEAK BL/SPRUCE ST (Berkeley)	20002(a)(1) VC	Duty where prop damgd: locate & notify owner	**Misdemeanor**	No	Officers investigated a misdemeanor hit and run collision. Officers authored a collision and criminal hit and run report.
10/12/2026	09:00 AM	15XX VALLEY RD	653M(A) PC	Annoying telephone call:obscene/threatening - Disorderly conduct (M)	**Misdemeanor**	No	A report of electronic harassment via text messages was received at 15XX Valley Rd. The victim declined prosecution after police investigation, and case status was suspended.
10/11/2026	08:42 PM	XX ARLINGTON AV	273.6(A) PC	Viol crt ord dom violence (M)	**Misdemeanor**	**Yes**	An arrest was made for violation of a criminal protective order at XX ARLINGTON AV after the restrained party was found in the presence of the protected party contrary to order terms. The case was forwarded for prosecution.
10/8/2026	01:15 AM	XX PURDUE AV	5150 WI	Unable to care for self or other	**Administrative**	**Yes**	On October 8, 2026, a mental health crisis was reported at XX Purdue Ave. The subject was evaluated by emergency personnel and placed on a 72-hour psychiatric hold.
10/7/2026	11:47 PM	2XX STANFORD AV	MISSPERS	Missing Persons	**Administrative**	No	On October 7–8, 2026, a missing person report was filed for a juvenile from 2XX Stanford Ave. The individual was located safe at home, and the case was closed.
10/7/2026	10:00 AM	1XX LAWSON RD	422(A) PC	Threaten crime with intent to terrorize (M)	**Misdemeanor**	No	On October 7, 2026, threatening text messages were reported at 1XX Lawson Rd. The sender was identified as originating from out of state, no arrest was made, and the case was suspended due to lack of victim interest in prosecution.
10/6/2026	12:43 AM	2XX PURDUE AV	10851(A) VC	Take vehicle w/o owners consent/vehicle theft - Motor vehicle theft (F)	**Felony**	No	On October 6, 2026, a vehicle theft was reported at 2XX Purdue Ave; the owner discovered her vehicle missing after being parked and locked. The vehicle was later recovered, and the case was closed with leads exhausted.
10/4/2026	01:00 AM	6XX WELLESLEY AV	459 PC	Burglary:second degree - From motor vehicle (M)	**Misdemeanor**	No	On October 4, officers investigated a vehicle burglary at 6XX WELLESLEY AV involving the theft of low-value personal property. Video evidence was pending review, and the investigation remains open for follow-up.
10/1/2026	01:23 PM	2XX ARLINGTON AV	DTKPD	KPD DEA Drug Takeback	**Administrative**	No	On October 1, 2026, prescription medications were collected and secured from the public RX collection box at 2XX Arlington Ave as part of a scheduled drug take-back operation.
10/1/2026	11:00 AM	ARLINGTON BL/HIGHLAND BL/LAM (El Cerrito)	11-82	Accident, no injuries	**Administrative**	No	An accident with no injuries was reported at ARLINGTON BL/HIGHLAND BL/LAM (El Cerrito) on October 1, 2026; a collision report was filed.

06 / READINESS, DEVELOPMENT & COMPLIANCE

Training

TRAINING HOURS	PERISHABLE SKILLS TRAINING	PAS DEVICE TRAINING
≈114	21 hrs.	7
Completed in October	Exceeds POST's 18-hour minimum	Officers and sergeants trained

In October, KPD personnel completed approximately 114 hours of training across three courses. Most of the month's training was Contra Costa County's Advanced Officer Training (AOT), hosted by the Sheriff's Office. AOT is how KPD officers meet POST's Perishable Skills Program (PSP) requirements, and it also includes several other mandated and specialty topics. Two officers also completed TASER recertification. One sergeant and one officer attended the first Contra Costa County Child Death Investigation Training, which prepares the department for a new countywide protocol starting in January 2027.

62
TRAINING HOURS

Advanced Officer Training (AOT)

Officers Tranate and Gill, October 26–29

Each officer completed 31 hours. The week included 21 hours of PSP training, exceeding POST's 18-hour two-year minimum and covering all five required categories: Tactical Firearms (4 hrs), Driver Training/EVOC (4 hrs), Arrest and Control (4 hrs), Strategic Communications/Crisis Intervention (5 hrs), and Use of Force (4 hrs). These hands-on skills fade without regular practice and cover the situations officers are most likely to face under pressure.

AOT also included a Tactical Patrol Rifle Update (4 hrs), First Aid (4 hrs, online plus an in-person skills demonstration), and a Domestic Violence Update (2 hrs), a recurring POST-mandated topic.

28
TRAINING HOURS

Alco-Sensor VXL PAS Device Training

Five officers and two sergeants, October 7

A 4-hour course presented by the California Highway Patrol Impaired Driving Unit. The first part trained officers on the Alco-Sensor VXL Preliminary Alcohol Screening (PAS) devices, which KPD bought with funds from its CHP DUI/DUID grant. The second part refreshed officers on Standardized Field Sobriety Tests (SFSTs) and showed them how to use the PAS devices during SFSTs. Officers can now collect reliable breath-alcohol evidence in the field, supporting the department's grant-funded impaired driving enforcement.

8
TRAINING HOURS

Child Death Investigation Training

Sgt. Rivera and Officer Fajardo, October 9

The First Annual Contra Costa County Child Death Investigation Training, hosted by the District Attorney's Office at the County Board of Supervisors Chambers in Martinez, launches the County's Child Death Protocol, which takes effect in January 2027. It covered guidelines for patrol officers, a checklist for detectives, best practices in child death investigations, available investigative resources, and guidance from a national training provider. Our officers will handle these rare but critical cases the same way as partner agencies across the County.

16
TRAINING HOURS

TASER Operator Recertification

Sgt. Lande and Officer Gallo Ruiz, October 13

The 2026 TASER Operator Course Recertification is a 4-hour course covering device function, deployment considerations, and policy requirements. Officers must recertify every year to carry a conducted energy weapon.

Online training bulletin. Department personnel were also assigned a Use of Force training video, "Can Officers Hold a Felony Fugitive at Gunpoint?" It covers the legal standards for displaying a firearm during high-risk stops.

07 / COMMENTS, UPDATES & COMMUNITY

From the Chief

Officer and Sergeant Recognized for Response to Homicide Incident

THURSDAY, OCTOBER 8 · KENSINGTON COMMUNITY BOARD MEETING

On Thursday, October 8, Officer J. Fajardo and Sergeant B. Lande were formally recognized during a Kensington Community Board meeting for their exemplary response to a homicide incident in the City of El Cerrito. Upon arriving at the scene, both officers demonstrated professionalism, sound judgment, and initiative by rendering emergency medical aid to the victim, identifying and securing potential witnesses, gathering critical suspect information, and assisting with securing the crime scene. Their swift actions helped preserve valuable evidence and provided responding investigators with important information during the initial stages of the investigation. Their efforts reflect the Kensington Police Department's commitment to public safety, teamwork, and assisting neighboring law enforcement agencies.

Kensington Park'd

FRIDAY, OCTOBER 9 · KENSINGTON COMMUNITY PARK

On Friday, October 9, 2026, the Kensington community gathered once again at Kensington Community Park, located at 59 Arlington Avenue, for another successful Kensington Park'd event. The evening provided residents with an opportunity to enjoy local food trucks, live music, and an inviting atmosphere that encouraged neighborhood connections.

To ensure adequate staffing and continued public safety coverage, the Kensington Police Department assigned an additional officer on overtime to support the event while maintaining regular patrol operations throughout the District.

Throughout the evening, KPD personnel engaged with community members, answered questions, and listened to neighborhood concerns. These informal interactions provide valuable opportunities to strengthen relationships, promote open communication, and reinforce the department's ongoing commitment to community-oriented policing.

FY 26/27 CHP DUI/DUID Grant Activity

SUNDAY, OCTOBER 11 · DUI SATURATION PATROL

On Sunday, October 11, 2026, the Kensington Police Department conducted its third DUI saturation patrol (SATPAT) under the FY 26/27 CHP DUI/DUID Grant Program. Six KPD personnel participated in the operation, working a combined 30 hours of grant-funded enforcement. Officers conducted 16 traffic stops, resulting in 11 citations, 4 warnings, and one on-view arrest.

PERSONNEL	HOURS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARRESTS
6	30	16	11	4	1

Enforcement efforts addressed a variety of California Vehicle Code violations, including expired vehicle registration (3), defective headlights (3), stop sign violations (2), defective brake lights (1), and unlicensed driving (1). These proactive enforcement efforts focused on identifying unsafe driving behaviors, improving roadway safety, and deterring impaired driving throughout the District.

Through the first three operations of the grant cycle, KPD officers have conducted 49 traffic stops, issued 31 citations and 15 warnings, and made two arrests. These operations demonstrate the department's continued commitment to reducing impaired driving, promoting traffic safety, and maximizing the benefits of CHP grant-funded enforcement.

2026 Annual Kensington Parade

SUNDAY, OCTOBER 18 · KENSINGTON

On Sunday, October 18, 2026, the District of Kensington celebrated its annual Kensington Parade, bringing together residents, families, and community organizations for one of the District's most anticipated community traditions. The successful event was the result of extensive preparation, coordination, and communication between Kensington Police Department personnel, parade organizers, and community stakeholders.

In the weeks leading up to the parade, KPD worked closely with event organizers to address traffic management, road closures, staffing assignments, and public safety considerations. Pre-event planning meetings, personnel briefings, and safety discussions helped ensure that officers and volunteers understood their responsibilities and were prepared to respond to any unexpected situations.

On the day of the event, KPD personnel assisted with traffic control, monitored parade activities, facilitated the safe movement of participants and spectators, and maintained a visible and approachable presence throughout the community. The event also provided an excellent opportunity for officers to interact with residents in a positive, family-friendly environment.

The parade's success highlighted the importance of advance planning, teamwork, and strong partnerships between the police department and the community. KPD extends its appreciation to the parade organizers, participating personnel, volunteers, and residents whose cooperation and support helped make this annual Kensington tradition a memorable and enjoyable event for all.

Kensington Harvest Festival

SUNDAY, OCTOBER 25 · COLUSA CIRCLE

On Sunday, October 25, 2026, the Kensington community came together for its annual Harvest Festival near Colusa Circle. The event provided a wonderful opportunity for residents, families, and local businesses to celebrate the fall season while enjoying a festive atmosphere and strengthening neighborhood connections.

The Kensington Police Department supported the community celebration by maintaining a visible and approachable presence in the area. The festival offered another valuable opportunity for KPD personnel to engage with residents, interact with families, answer questions, and promote positive relationships outside of traditional law enforcement encounters.

Community gatherings such as the Harvest Festival play an important role in fostering neighborhood pride, supporting local businesses, and strengthening the partnership between law enforcement and the residents we serve. KPD remains committed to supporting these community traditions and creating opportunities for meaningful engagement that build trust, encourage open communication, and reinforce the strong sense of community that makes Kensington such a special place.

Halloween Night

SATURDAY, OCTOBER 31 · LAKE DRIVE AND NEIGHBORHOODS

Halloween night brought large crowds of costumed trick-or-treaters to Kensington, especially the Lake Drive neighborhood. Sgt. Rivera, Officer Thota, Reserve Officer Tranate, and KPD Volunteers Mike Logan and Walt Gill ran vehicle and foot patrols all evening. They focused on pedestrian safety and traffic enforcement so families could enjoy the night safely.

Lake Drive was again the center of the celebration. At about 7:45 PM, an event organizer at the Lake Drive and Beloit Avenue entrance reported that his hand counter had already logged more than 1,000 trick-or-treaters. That figure did not include families entering from Kenyon Avenue and Grizzly Peak Boulevard, which a second staff member was tracking.

While the neighborhoods were at their busiest, officers also handled a higher-than-normal volume of calls for service. One was a domestic violence assault at an Arlington Avenue business; the suspect left before officers arrived. Officers obtained an Emergency Protective Order for the victim, and a judge signed an arrest warrant for the suspect. Officers also responded several times to a party in the 700 block of Coventry Road. Between calls, personnel returned to the neighborhoods to keep a visible presence and continue their community engagement.

The team balanced enforcement with positive community engagement all night: they handled serious calls and still found time to greet families, hand out encouragement, and share in the fun. Residents offered many compliments and words of appreciation, including a few on our “very realistic police officer costumes.” Thank you to Sgt. Rivera, Officer Thota, Reserve Officer Tranate, and Volunteers Logan and Gill for making the evening a success. Our volunteers and reserve personnel continue to be tremendous assets to the department.

Volunteers in Police Services (VIPS)

54.5 VOLUNTEER HOURS IN OCTOBER

Our Volunteers, Logan, Gill, and Haynes, contributed 54.5 hours of service to the Police Department and the community in October. Their contributions included administrative support, fleet management, inspection of patrol fleet vehicles, community event support at the Kensington annual parade and the Kensington Harvest Festival, and several special projects as assigned.

On Friday, October 23, 2026, KPD Volunteers Mike Logan and Walt Gill were provided a unique training opportunity at the Contra Costa County Sheriff’s Office Emergency Vehicle Operations Course (EVOC). The four-hour training session was designed to evaluate prospective EVOC instructors on their instructional techniques, communication skills, ability to identify and correct driving errors, and effectiveness in providing constructive feedback to student drivers.

During the training, both volunteers participated in practical driving exercises involving low-speed backing, angled vehicle transitions, collision avoidance, and reactive driving techniques. Their participation provided valuable hands-on experience while allowing prospective instructors to refine their teaching and coaching abilities in a controlled training environment.

This mutually beneficial training opportunity strengthened the volunteers’ driving skills, increased their confidence in operating department vehicles, and reinforced KPD’s commitment to providing meaningful training and professional development opportunities for its volunteer personnel.

08 / COMMUNITY CORNER

Catalytic Converter Theft

How these thefts happen, and simple steps that make your vehicle a harder target.



Catalytic converter thefts peaked in 2022 and have declined since, but California still leads the nation.

Catalytic converter theft remains one of the most common property crimes in Kensington. Here is what residents should know.

Why Thieves Want Them

Converters contain platinum, palladium, and rhodium, valuable precious metals that thieves sell to scrap buyers for quick cash. The owner is left with a loud, unsafe car and a repair bill that averaged about $2,900 per insurance claim in 2023.

How Fast It Happens

Most thefts happen at night, in driveways and on residential streets. A thief slides under the vehicle and saws through the pipe on both sides of the converter, often in under two minutes. High-clearance trucks and SUVs, and hybrids, are frequent targets.

What We Are Seeing in Kensington

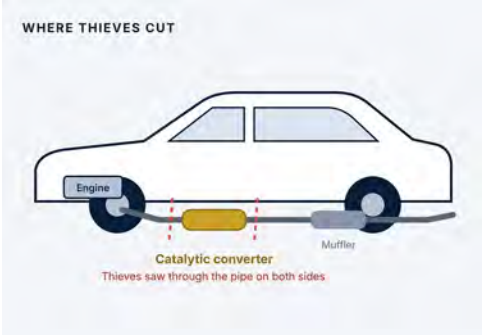
KPD recorded six catalytic converter thefts in September, three of them on Coventry Road, and three thefts of vehicle parts in October. Thefts often come in clusters, when thieves work one neighborhood in a single night.

Protect Your Vehicle

Park in a garage when you can, or in a well-lit spot near a camera or motion-sensor light. Ask a mechanic about a converter cage or shield, set your alarm to respond to vibration, and have your license plate or VIN etched on the converter so it can be traced.

California Is Cracking Down

Under state laws signed in 2022, only a vehicle's owner or a licensed business may sell a used converter, and buyers must record the VIN of the vehicle it came from. A marked converter helps officers connect a stolen part to its owner.



The converter sits in the exhaust line under the car.



A steel-cable cage clamps around the converter, making it slower and harder to cut out.

BE OUR EYES AT NIGHT

See or hear a vehicle entering your neighborhood late at night, especially with its headlights off? Call KPD right away at (510) 525-7573, or 911 for a theft in progress, so officers can check it out before a crime occurs.

09 / AROUND THE DEPARTMENT THIS MONTH

Photo Highlights

CHP PAS & Field Sobriety Test Training





Sgt. Lande & Officer Fajardo Commendation





Child Death Investigation Training



Kensington Park'd





DUI Saturation Patrol Operations









Kensington Annual Parade









KPD Volunteers EVOC Training





Kensington Harvest Festival





Halloween Night









10 / SAVE THE DATE

Upcoming November Events

Kensington has a community event planned for November. Community members are encouraged to attend, meet local public-safety personnel, and enjoy the activity.

NOV
29
Sunday

Colusa Circle Tree Lighting & Holiday Fair

4:00 PM – 6:00 PM

Colusa Circle, Kensington

A festive evening of lights, music, art, and seasonal treats, held annually in Kensington at Colusa Circle.

Thank you to the Kensington community for your continued partnership. We look forward to seeing you at upcoming events.

EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue ▪ El Cerrito ▪ CA ▪ 94530
(510) 215-4450 ▪ FAX (510) 232-4917

www.el-cerrito.org

DATE: November 2026

TO: General Manager and Board of Directors
Kensington Community Services District

FROM: Eric Saylors, Fire Chief

RE: Fire Chief's Report — November 2026

Cold-Season Heating and Carbon Monoxide Safety

Before turning on the heat: Residents should have furnaces, fireplaces and chimneys inspected and serviced annually by a qualified professional. Check furnace filters and replace them according to manufacturer instructions; keep heating equipment, air intakes and exhaust vents clear of dust, debris and stored materials. These preparations are especially important when equipment has been idle for several months. [1,2]

Recognize warning signs: A brief dusty odor can occur when a heater first operates after a long period of nonuse. However, a persistent or worsening odor, or a smell of burning plastic or electrical wiring, should not be dismissed as normal. Stop using the equipment and arrange a professional inspection. If there is smoke or suspected fire, leave immediately and call 911. [1,3]

Gas odors and carbon monoxide require immediate action: If you smell natural gas, hear a suspected gas leak, or a carbon monoxide alarm sounds, get everyone outside and call 911 from a safe location. Do not operate switches or use a phone inside when a gas leak is suspected. Carbon monoxide is odorless; the absence of a smell does not establish that a home is safe. [3,4]

Check alarms and portable heaters: Test smoke and carbon monoxide alarms monthly. Install smoke alarms in bedrooms, outside sleeping areas and on every level; install carbon monoxide alarms outside sleeping areas and on every level. Keep portable heaters at least three feet from combustible materials, plug electric heaters directly into wall outlets rather than extension cords or power strips, and turn them off before sleeping or leaving the room. Never use an oven to heat the home. [1,2,4]

Thanksgiving Cooking and Turkey-Fryer Safety

Holiday meals should begin with an attentive cook. Stay in the kitchen while frying or cooking on the stovetop, turn burners off before leaving, and keep towels, packaging and other combustibles away from heat. For a small, contained pan fire, and only when safe, slide a lid over the pan and turn off the burner. Leave it covered until cool. Do not move the pan or use water on a grease fire. **When in doubt, get everyone out and call 911.** [5]

Choose a safer alternative to deep-frying a turkey. Outdoor, gas-fired fryers containing large amounts of hot oil can overturn, overflow or ignite and cause severe burns. The National Fire Protection Association discourages their use. Oven roasting, purchasing a professionally prepared turkey, or using an oil-free cooking appliance according to its instructions avoids the large-pot hot-oil hazard. [6]

Residents who nevertheless use an outdoor turkey fryer should place it on a sturdy, level surface at least 10 feet from the home and away from combustibles, never in a garage, on a wooden deck or under roof eaves. Do not use it in rain or snow. Completely thaw and dry the turkey, follow the manufacturer's oil-fill instructions, and turn off the burner before lowering or raising the turkey. Monitor oil temperature continuously and never leave the fryer unattended. Keep children and pets away throughout cooking and cooling; hot oil remains dangerous for hours. If a fryer fire occurs, move everyone away and call 911; never apply water or try to move the pot. [5,6]

Holiday Decorations and Safe Gatherings

Use battery-operated candles when possible. Keep lit candles at least 12 inches from combustible materials and never leave them unattended. Inspect holiday lights before use, discard damaged strands, and follow manufacturer limits on connected light strings. Keep decorations and trees out of exit paths. Water live holiday trees daily and keep them at least three feet from fireplaces, heaters and other heat sources. Remove a tree when it becomes dry.[2,7]

El Niño and Winter Storm Preparedness

NOAA's October 8, 2026 outlook identifies an ongoing El Niño expected to persist through the winter. This seasonal outlook is a reason to prepare, not a prediction that a particular Kensington neighborhood will flood. Residents should follow local storm forecasts and warnings rather than rely on the El Niño designation alone.[8]

Prepare drainage before storms arrive: Clear leaves and debris from gutters, downspouts and private drains, and avoid directing runoff onto neighboring properties. Because Kensington is unincorporated, report blocked public storm drains or street flooding to **Contra Costa County Public Works**. Call the Maintenance Division at **925-313-7000** during business hours. For urgent after-hours issues, including weekends and holidays, call Sheriff's Dispatch at **925-646-2441**. Call **911** for an immediate threat to life or safety. Do not enter flowing water, traffic lanes or drainage structures to remove a blockage during a storm.[9]

Obtain sandbags through Kensington's local program: Kensington's sandbag distribution site is at the **north end of the Kensington Library parking lot, 61 Arlington Avenue**. Sandbags are provided for Kensington residents, subject to availability. Check the District's sandbag webpage for current availability and restocking notices before visiting, and obtain supplies before forecast storms. Share this information with neighbors and check on residents who may need assistance.[10]

Stay informed: Register for **Contra Costa County's Community Warning System** and subscribe to Kensington's local Nixle alerts and preparedness updates. Know your evacuation zone, monitor National Weather Service forecasts, and follow official evacuation instructions. Plan how household members will stay in contact and how anyone needing assistance will leave safely.[9,11]

Prepare for power outages: Maintain food, drinking water, medications, flashlights, batteries, charged phones and pet supplies. Use flashlights rather than candles. Operate portable generators outdoors only, at least 20 feet from the home, with exhaust directed away from buildings, doors, windows and vents. **Never operate a generator in a garage, even with the door open.**[2,4,9]

Avoid floodwater and watch hillside conditions: Never walk or drive through floodwater or around road closures. Stay out of flooded rooms where electrical equipment may be energized. Watch for new ground cracks, unusual hillside seepage, or newly leaning trees and retaining walls, and report these warning signs promptly. If flooding or ground movement poses an immediate threat, move to safety when possible and call 911; do not delay to protect belongings.[12]

Review flood insurance now: Most homeowners and renters policies do not cover flood damage. National Flood Insurance Program policies generally have a 30-day waiting period, with exceptions, so residents should review coverage before a storm is approaching.[13]

Our message for November is straightforward: check heating equipment and alarms, keep holiday cooking and decorations under supervision, and complete storm preparations before severe weather arrives. We encourage Kensington residents to share these reminders with family, neighbors and anyone who may need assistance preparing for the season.

Respectfully submitted,
Eric Saylors
Fire Chief, El Cerrito-Kensington Fire Department

EL CERRITO-KENSINGTON FIRE DEPARTMENT

10900 San Pablo Avenue ▪ El Cerrito ▪ CA ▪ 94530
(510) 215-4450 ▪ FAX (510) 232-4917

www.el-cerrito.org

References and Resident Resources

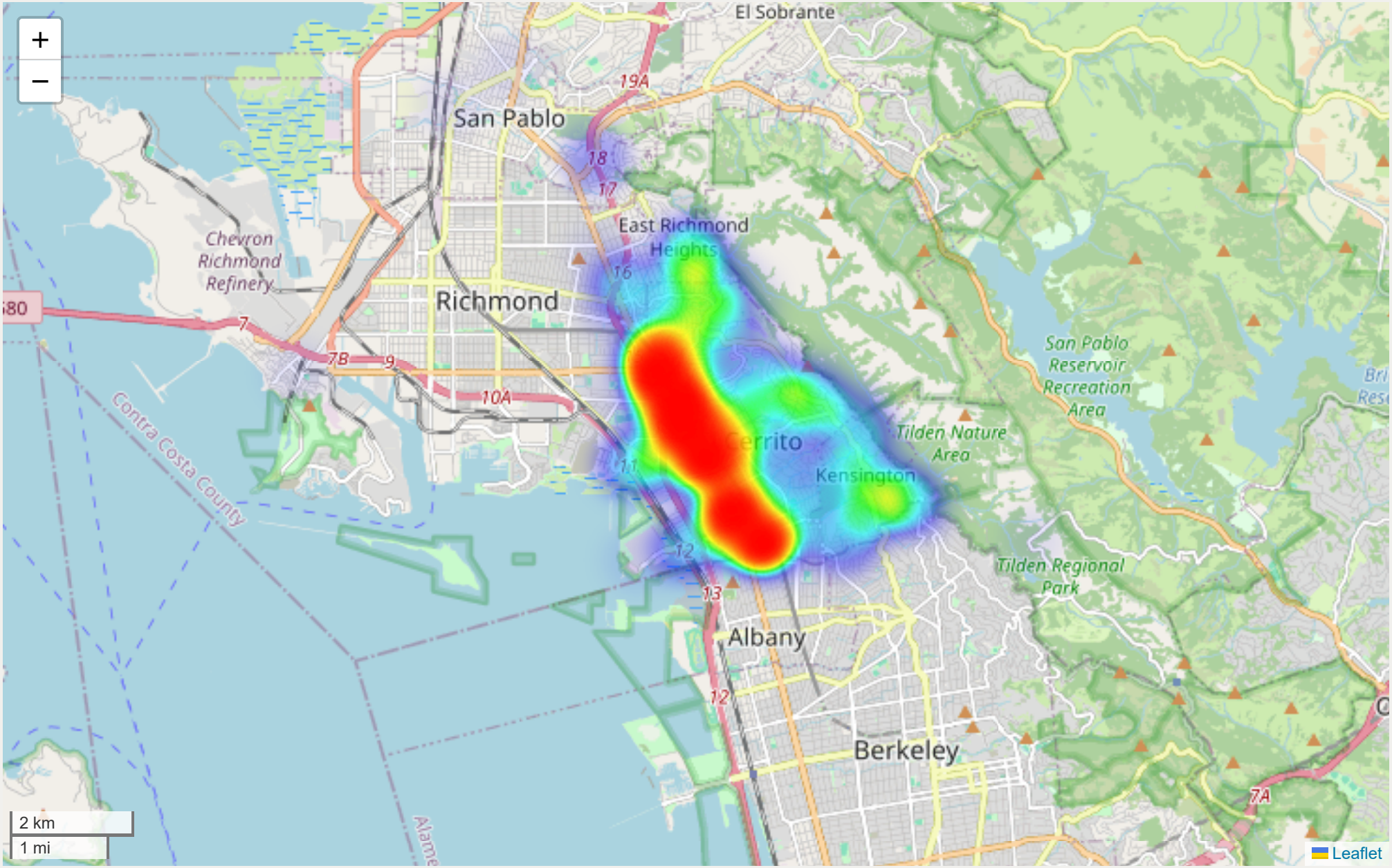
1. U.S. Fire Administration, Heating Fire Safety; Carrier, Furnace Odors.
2. CPSC, Keep Warm and Safe This Winter (January 23, 2026).
3. PG&E, Gas Safety.
4. U.S. Fire Administration, Smoke Alarms; Carbon Monoxide Poisoning Prevention.
5. U.S. Fire Administration, Cooking Fire Safety; CPSC, Turkey-Fryer Safety.
6. National Park Service, Deep Fried Danger; Seattle Fire Department, Holiday Cooking Safety.
7. U.S. Fire Administration, Holiday Fire Safety.
8. NOAA Climate Prediction Center, ENSO Diagnostic Discussion (October 8, 2026).
9. Contra Costa County, Storm Preparedness; Public Works Frequently Asked Questions.
10. Kensington Fire, Sandbags.
11. Kensington Fire, Communication Tools.
12. National Weather Service, During a Flood; USGS, Signs of Landslide Development.
13. FEMA National Flood Insurance Program, Buying a Policy; Flood Insurance 101.

References reviewed October 30, 2026. Weather outlooks, service details and sandbag availability may change.

Item #11a

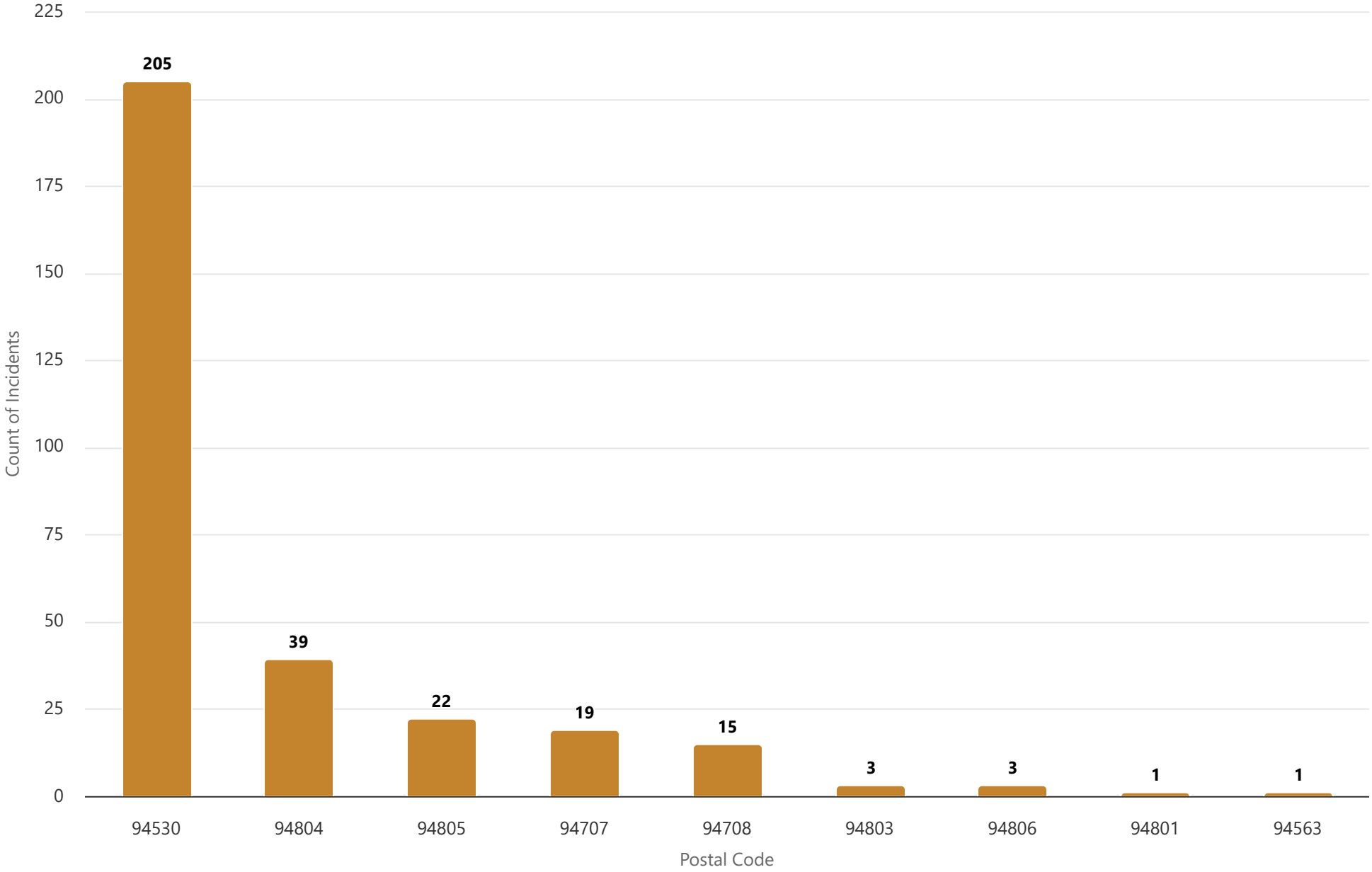
Scene Locations of Fire Incidents

N = 308 Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



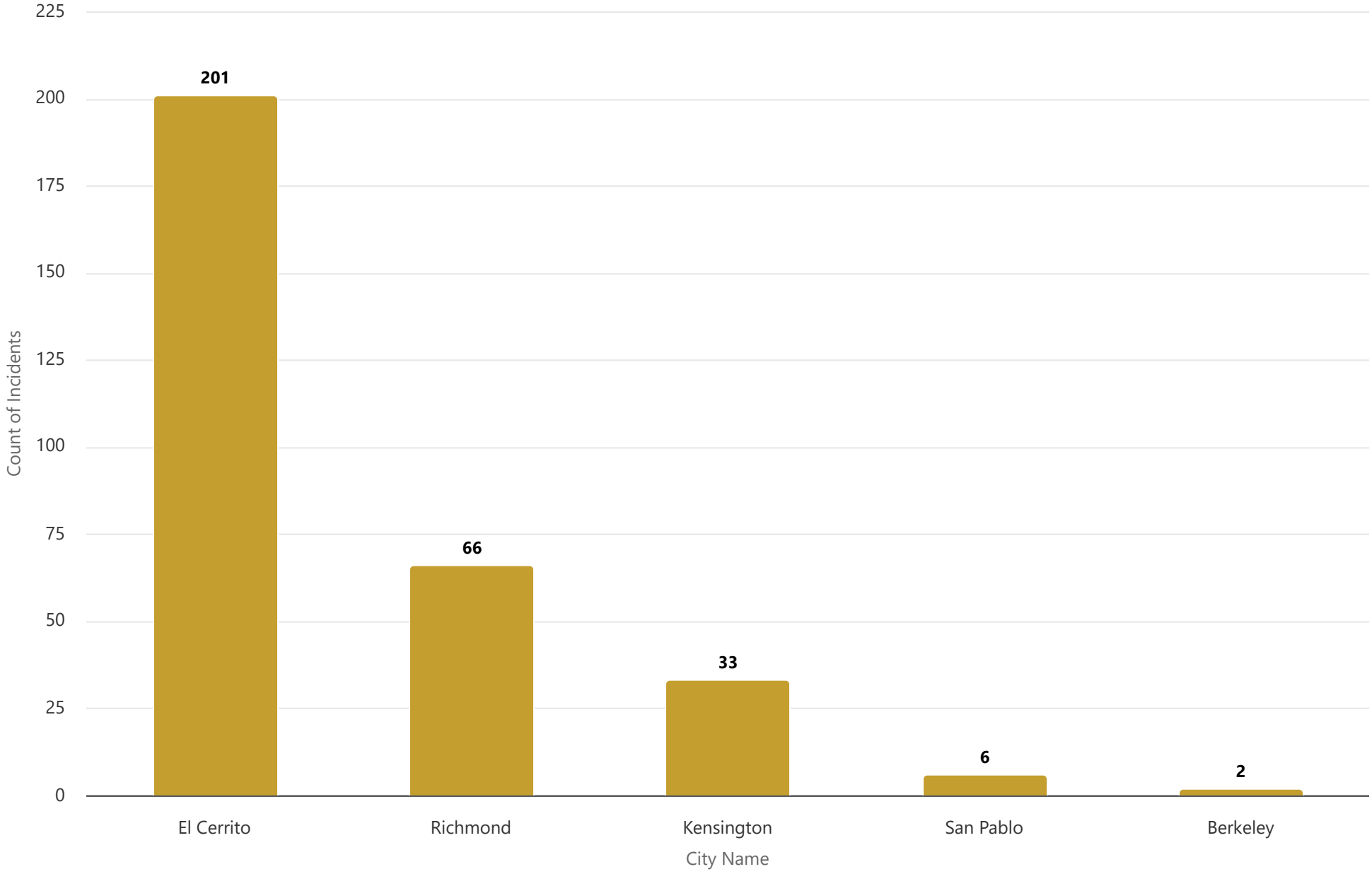
Incidents by Postal Code

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



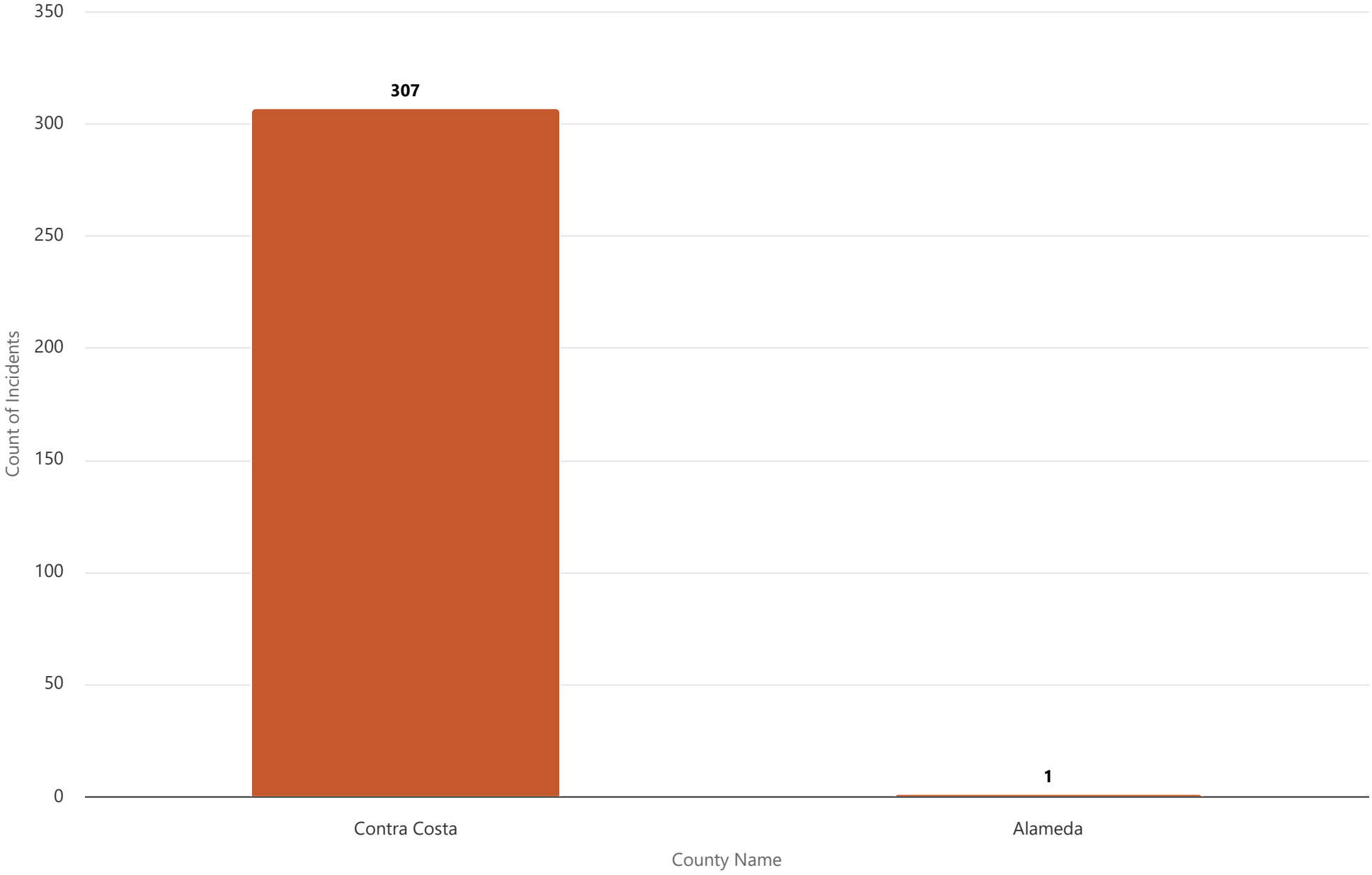
Incidents by City Name (Top 15)

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



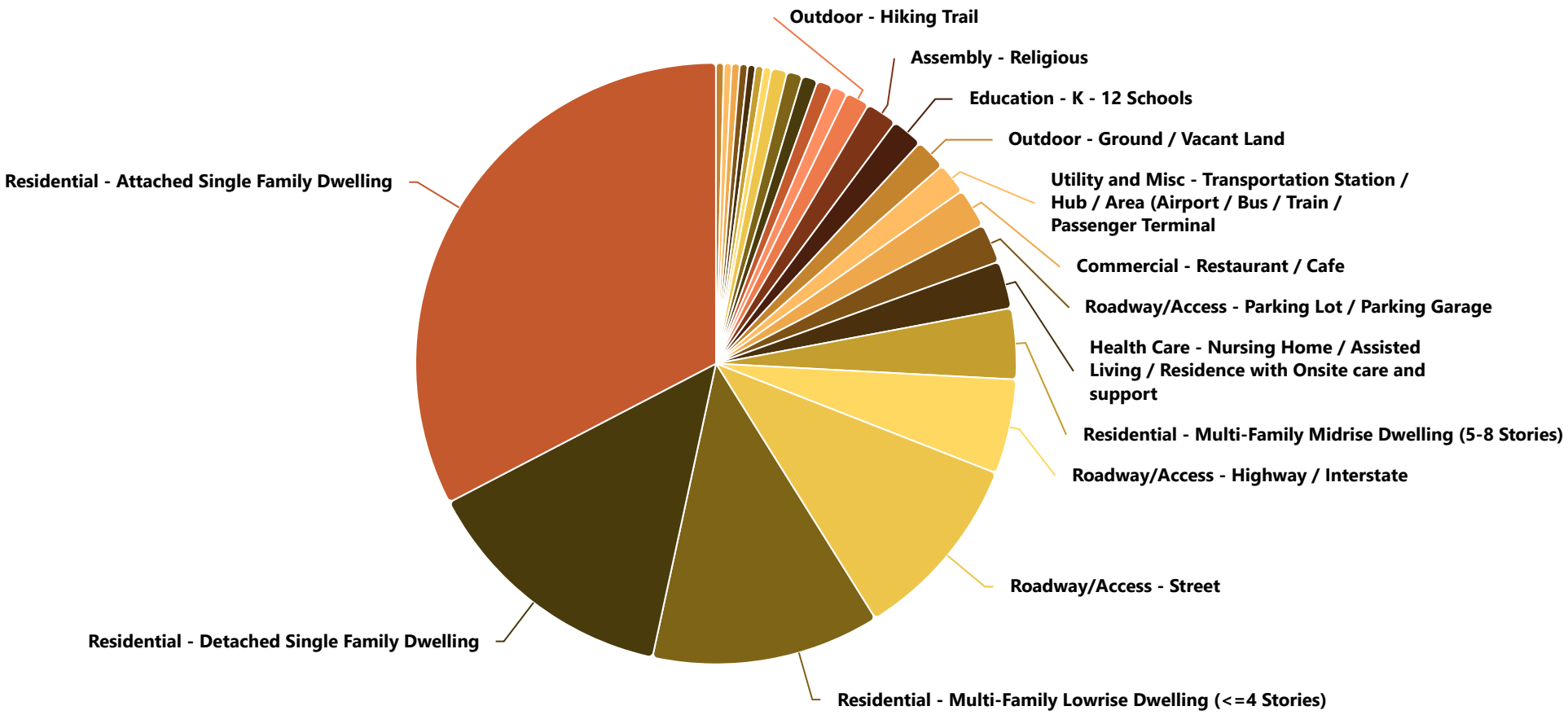
Incidents by County Name (Top 15)

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



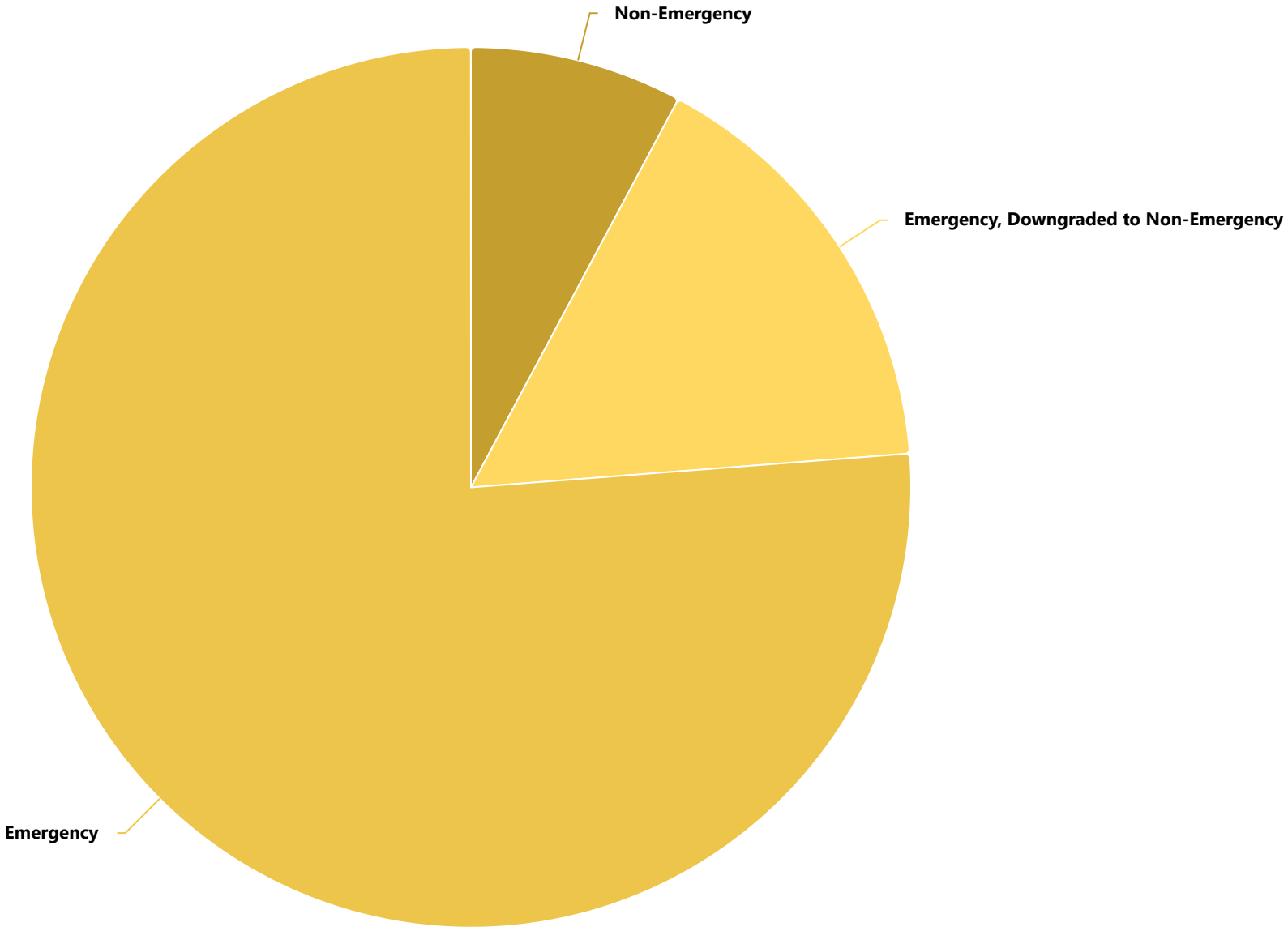
Incidents by Location Use Category

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



Incidents by Response Mode To Scene

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



Incidents by District/Zone

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM

Values

There are no results to display

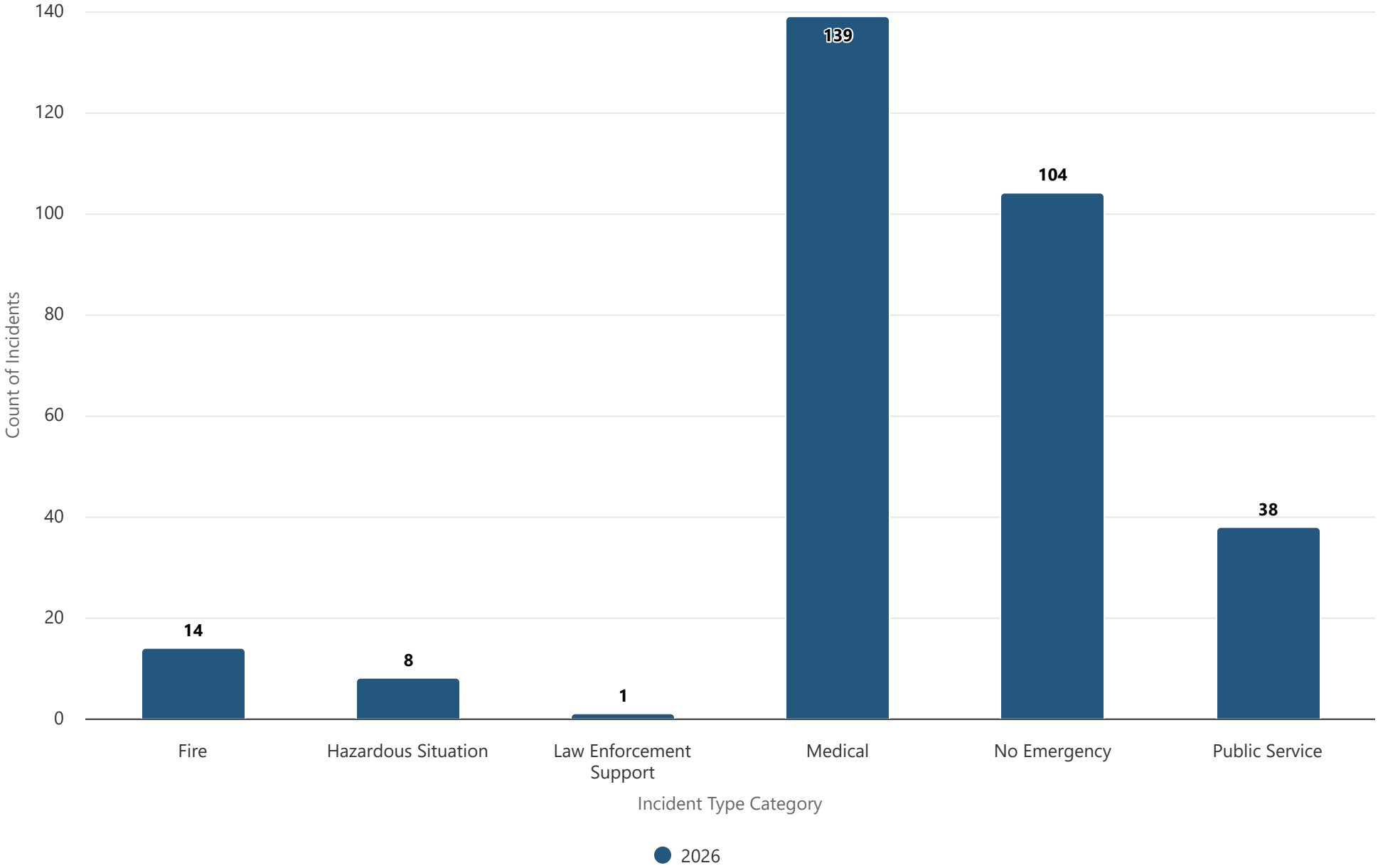
Incidents by District/Zone and Month

Jan 01, 2025 12:00 AM to Oct 31, 2026 11:59 PM

	2026										2026		2025		
Incident Location Zone Number (itfiIncident.008)	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Grand Total - Current**	**% of Total Incidents - Current**	**Grand Total - Previous**	**% of Total Incidents - Previous**	**YTD % Change**
51	0	2	1	1	0	0	0	0	0	0	**4**	**29.00%**	**0**	**N/A**	**N/A**
52	0	0	1	0	0	0	0	2	0	0	**3**	**21.00%**	**0**	**N/A**	**N/A**
55	0	2	2	0	1	0	1	0	1	0	**7**	**50.00%**	**0**	**N/A**	**N/A**
Grand Total	**0**	**4**	**4**	**1**	**1**	**0**	**1**	**2**	**1**	**0**	**14**	**100.00%**	**0**	**100.00%**	**N/A**

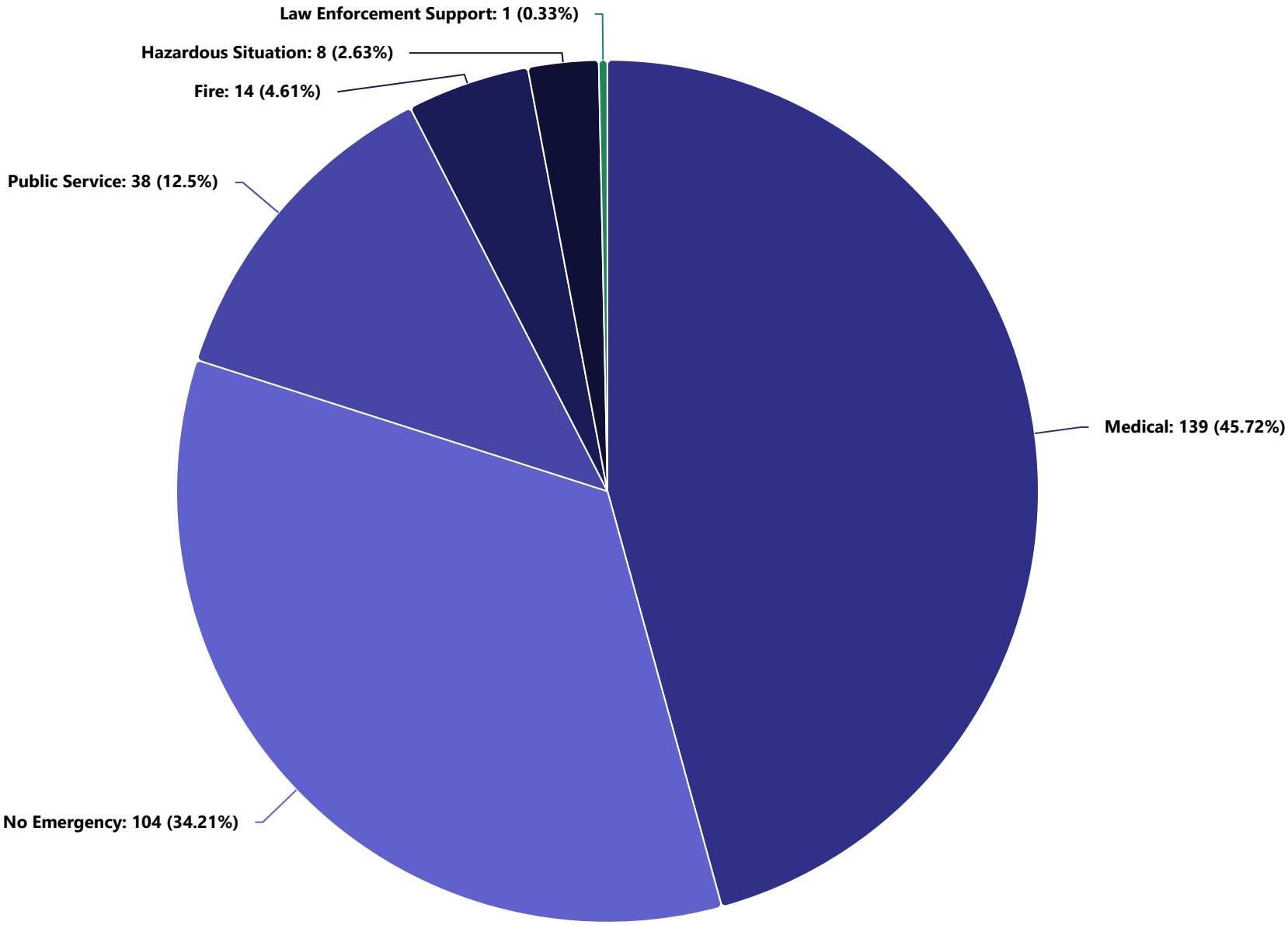
Incidents by Category and Year

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



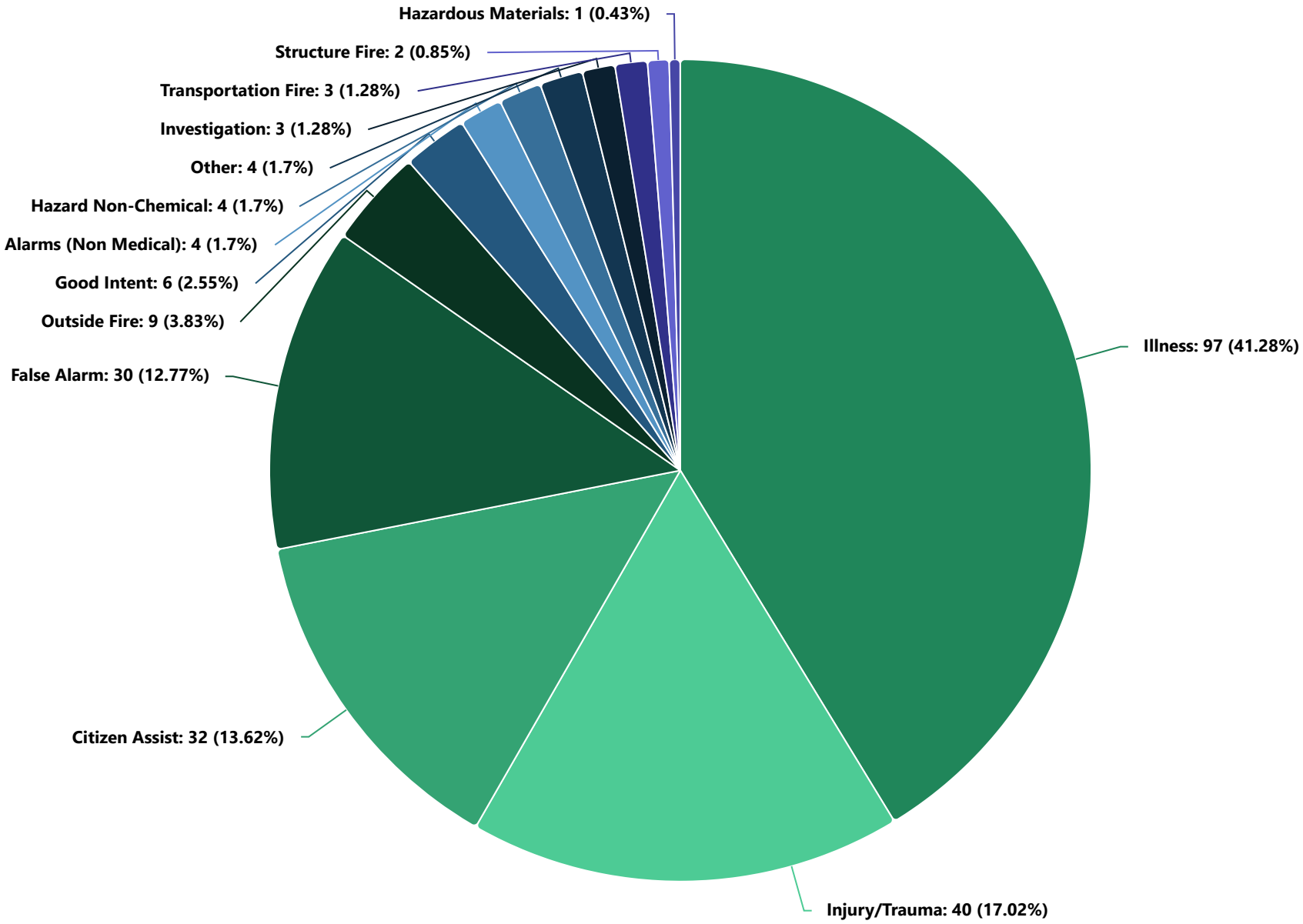
Incidents by Category

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



Incidents by Type

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



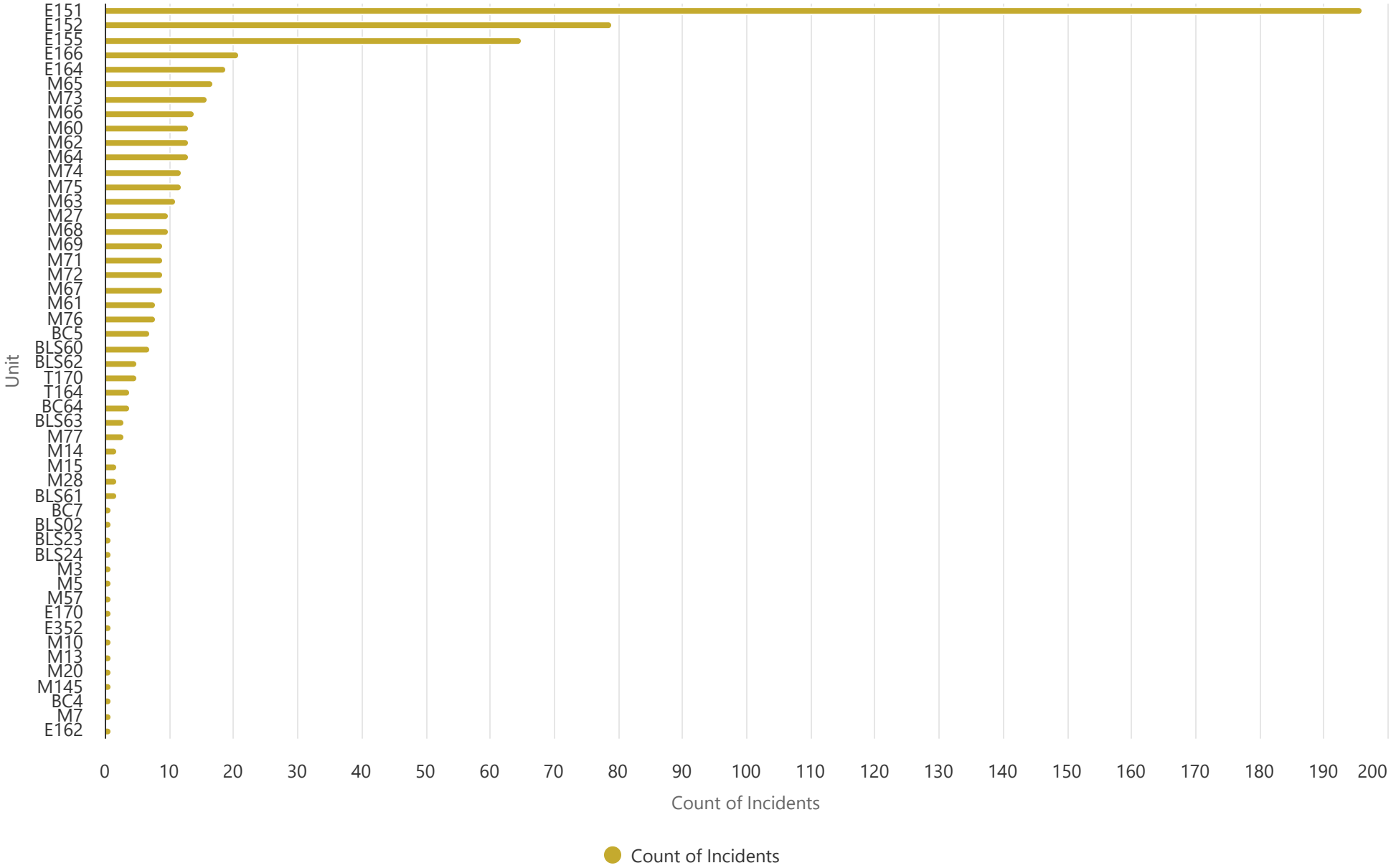
Incidents by Category and Month

Jan 01, 2025 12:00 AM to Oct 31, 2026 11:59 PM

	2026										2026		2025		
Incident Type Primary Category 1 (fiIncident.03)	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Grand Total - Current**	**% of Total Incidents - Current**	**Grand Total - Previous**	**% of Total Incidents - Previous**	**YTD % Change**
fire	0	7	11	6	15	11	11	15	13	14	**103**	**4.00%**	**0**	**N/A**	**N/A**
hazardous situation	0	7	20	13	13	17	12	13	5	8	**108**	**4.00%**	**0**	**N/A**	**N/A**
law enforcement support	0	0	0	0	0	0	0	0	0	1	**1**	**0.00%**	**0**	**N/A**	**N/A**
medical	0	125	138	142	121	123	125	122	135	139	**1,170**	**48.00%**	**0**	**N/A**	**N/A**
no emergency	0	72	93	85	72	78	99	87	76	104	**766**	**31.00%**	**0**	**N/A**	**N/A**
public service	0	28	34	36	35	37	26	23	33	38	**290**	**12.00%**	**0**	**N/A**	**N/A**
rescue	0	6	0	2	1	0	0	2	2	0	**13**	**1.00%**	**0**	**N/A**	**N/A**
Grand Total	**0**	**245**	**296**	**284**	**257**	**266**	**273**	**262**	**264**	**304**	**2,451**	**100.00%**	**0**	**100.00%**	**N/A**

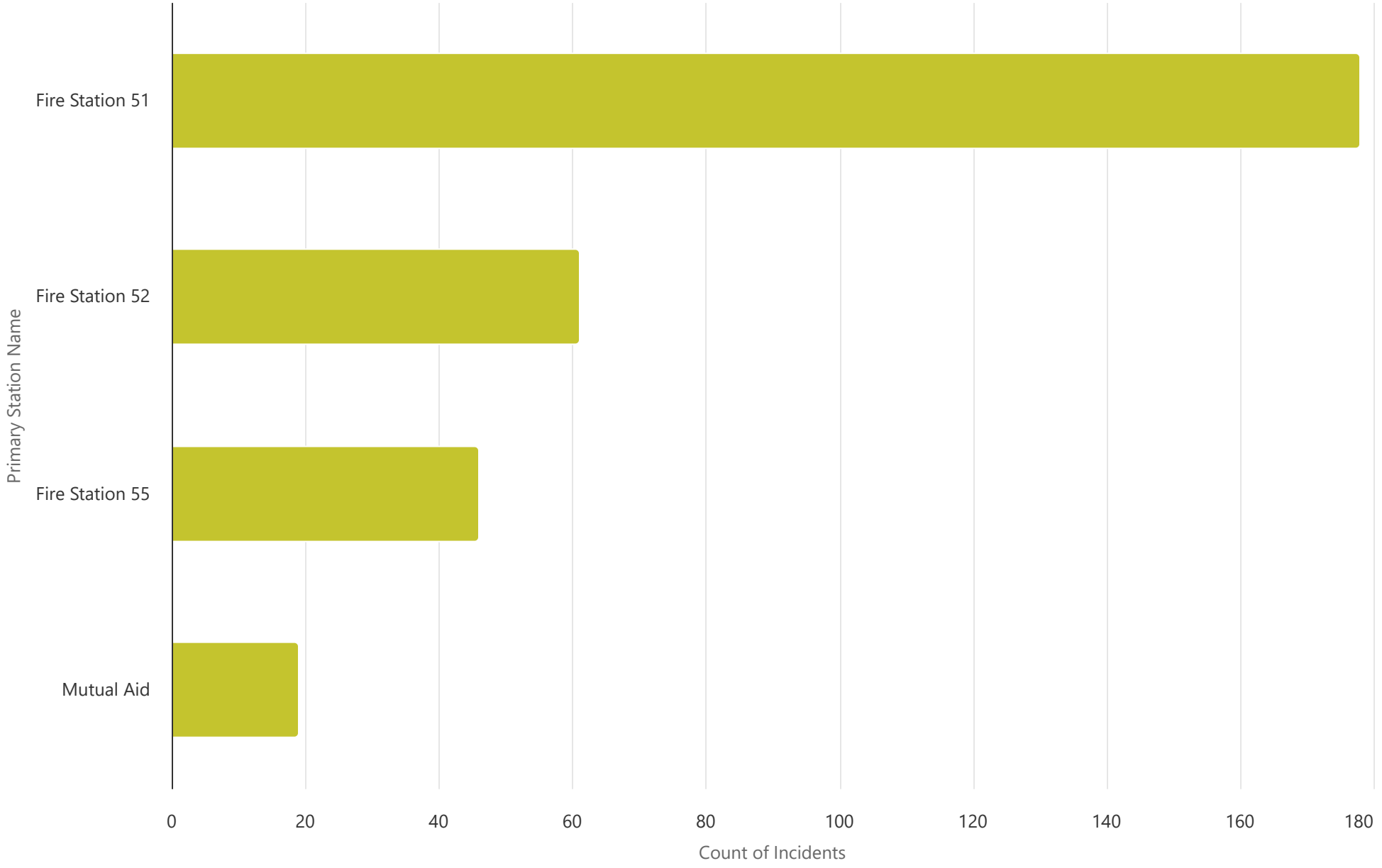
Incidents by Apparatus Resource ID (Top 40)

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



Incidents by Primary Station Name

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



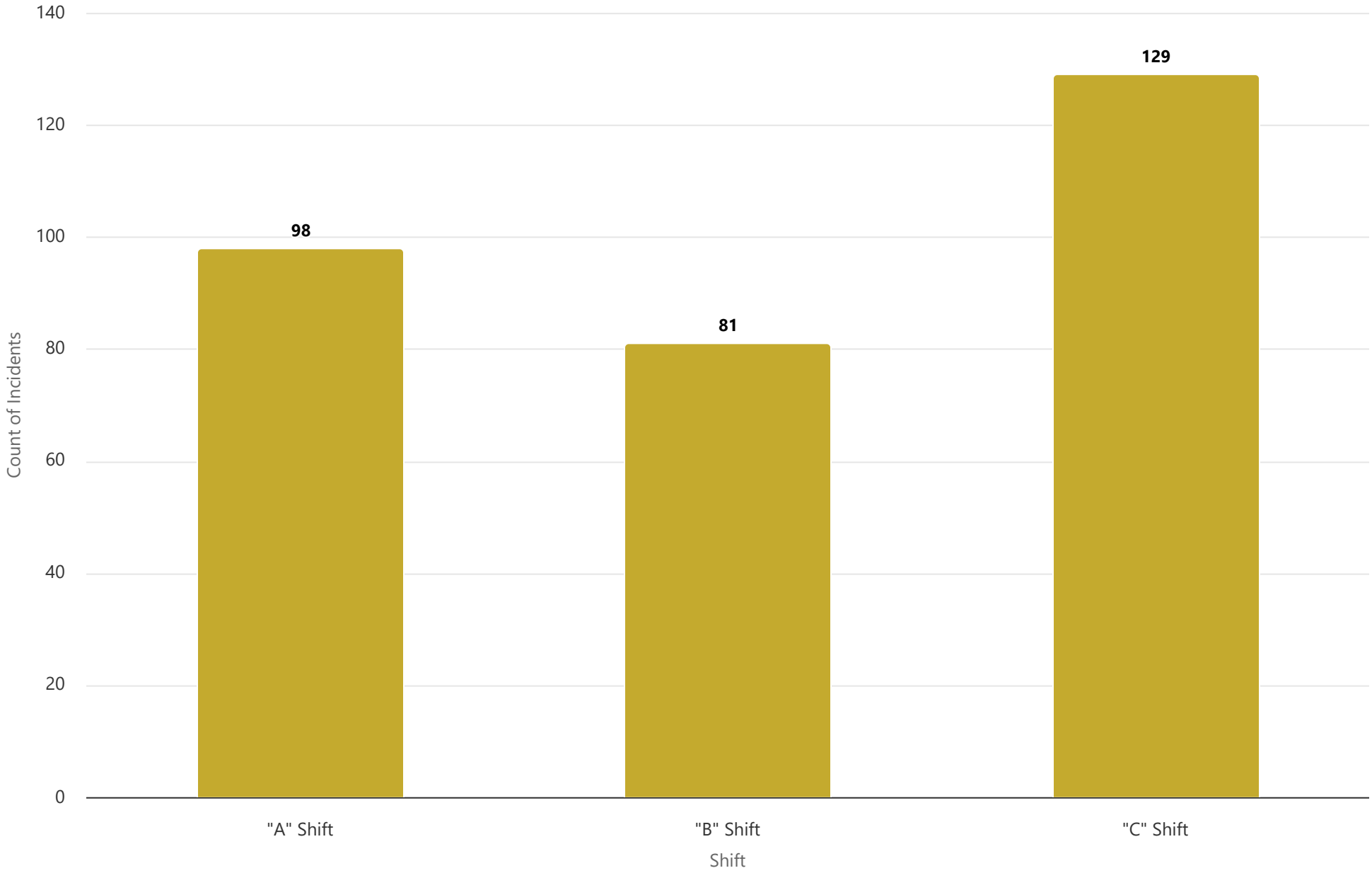
Station Summary Report

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM

Station	EMS Incidents	Fire Incidents	Other Incidents	Total Incidents	% of Total Incidents	Station Reliability	90th Percentile Response Time (PSAP to Arrival)
Fire Station 51	79	11	106	196	57.31%	96.43%	00:08:36
Fire Station 52	32	0	38	70	20.47%	94.29%	00:12:40
Fire Station 55	27	1	29	57	16.67%	100.00%	00:11:08
Mutual Aid	6	5	8	19	5.56%	100.00%	00:17:08
Overall	**144**	**17**	**181**	**342**	**100.00%**	**96.78%**	**00:10:02**

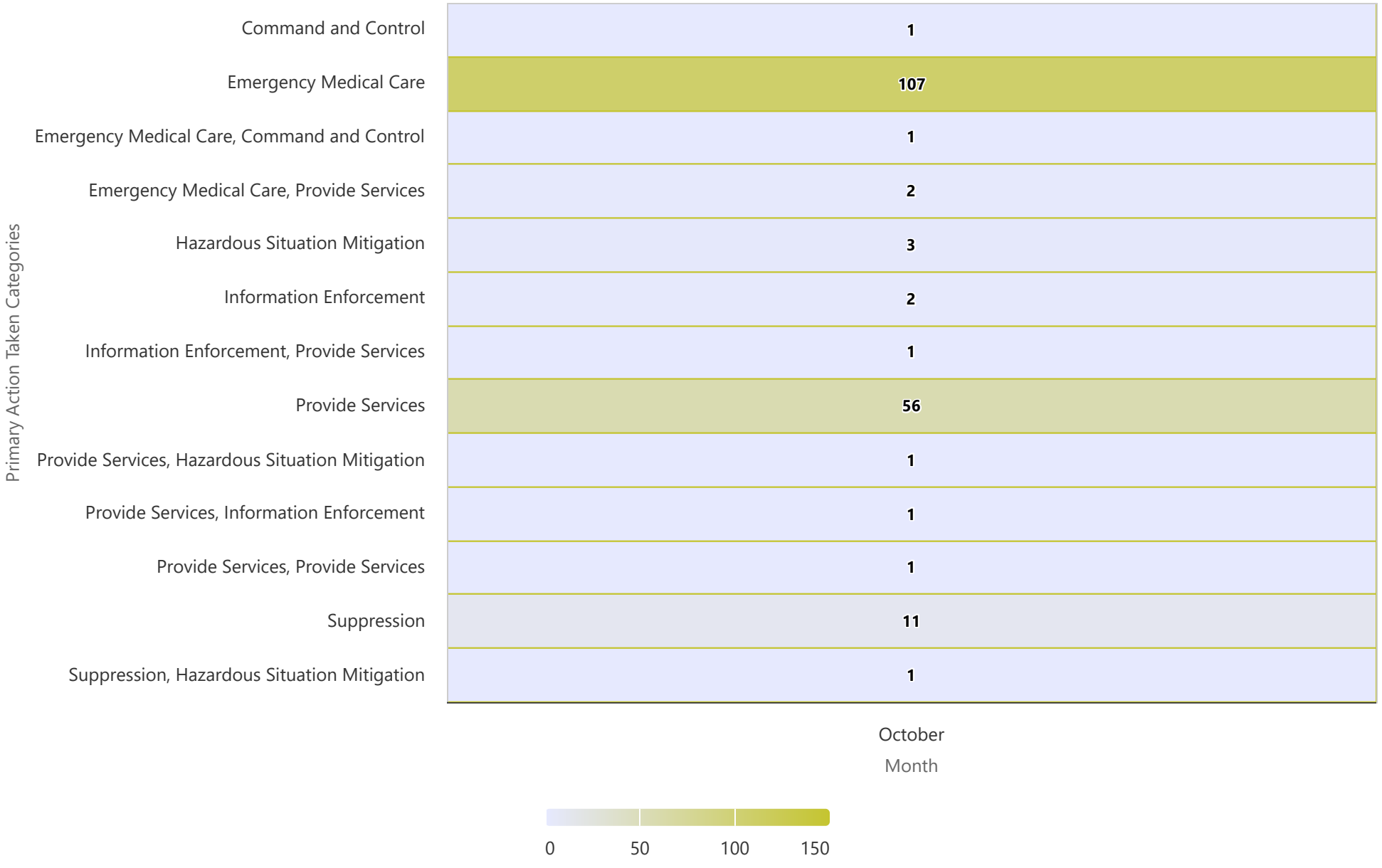
Incidents by Shift

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



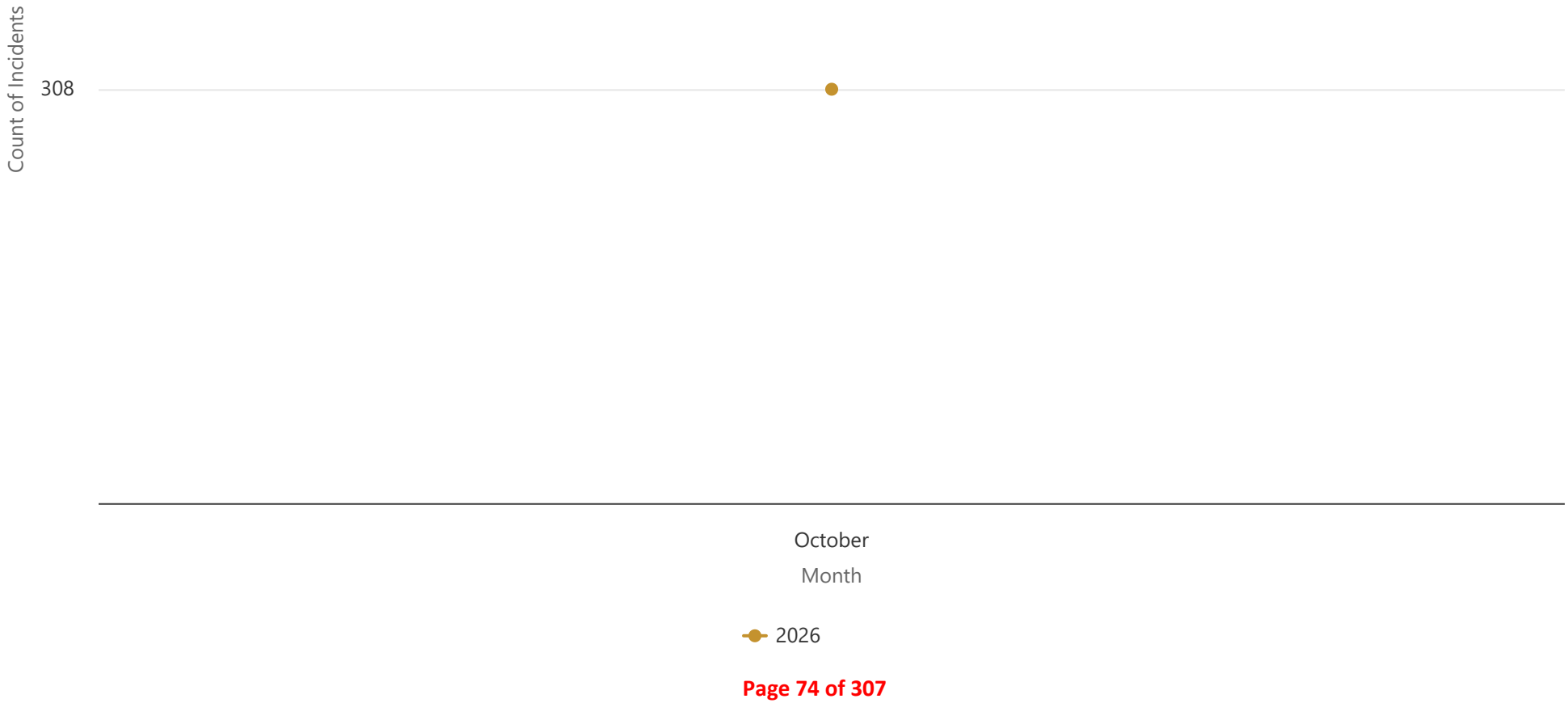
Primary Action Taken Categories by Month

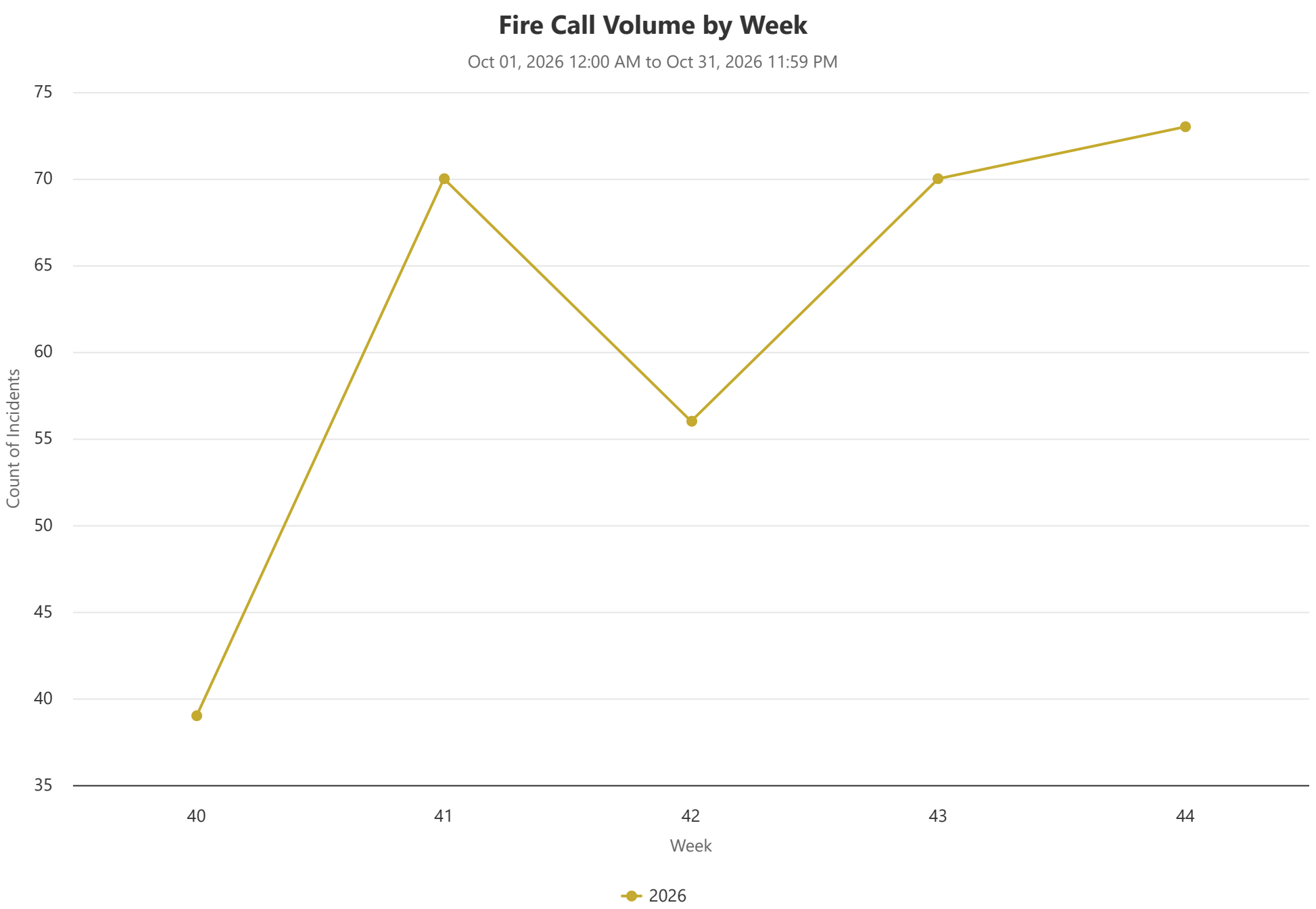
Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



Fire Call Volume by Month

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM

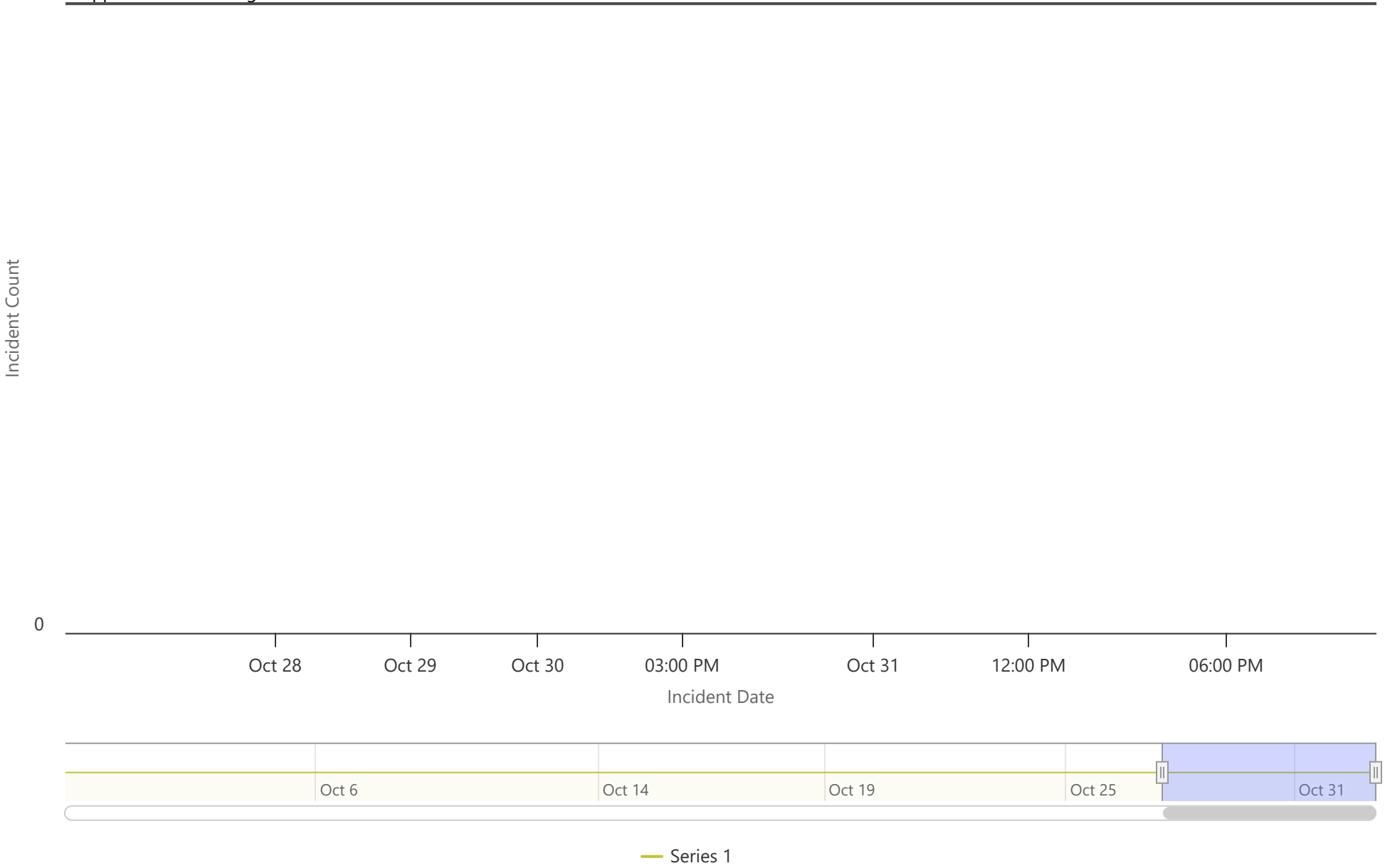



Fire Call Volume by Week
Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM
75
70
65
60
55
50
45
40
35
Count of Incidents
40
41
42
43
44
Week
2026

Fire Call Volume by Day

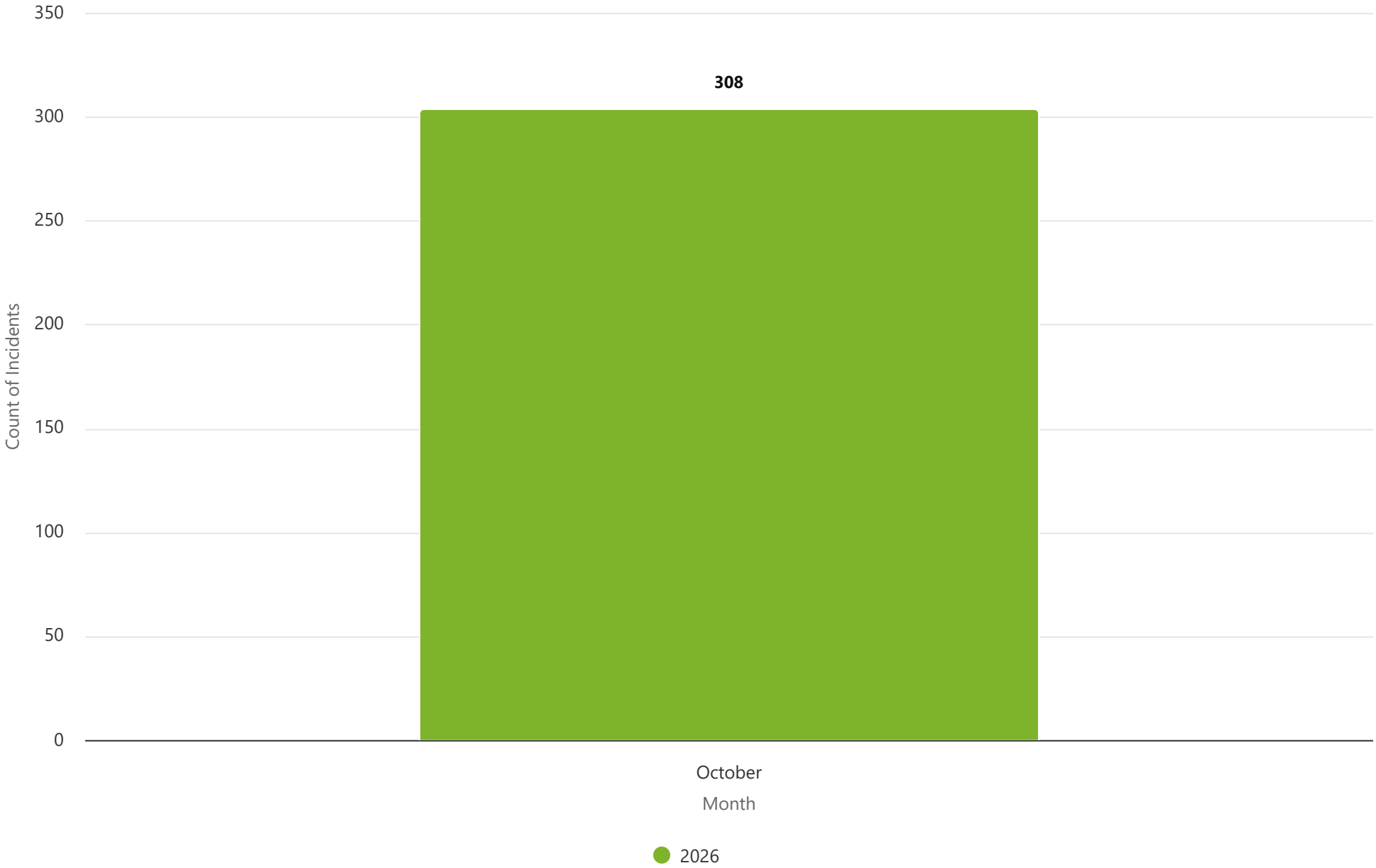
Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM

Upper Control/Average/Lower Control



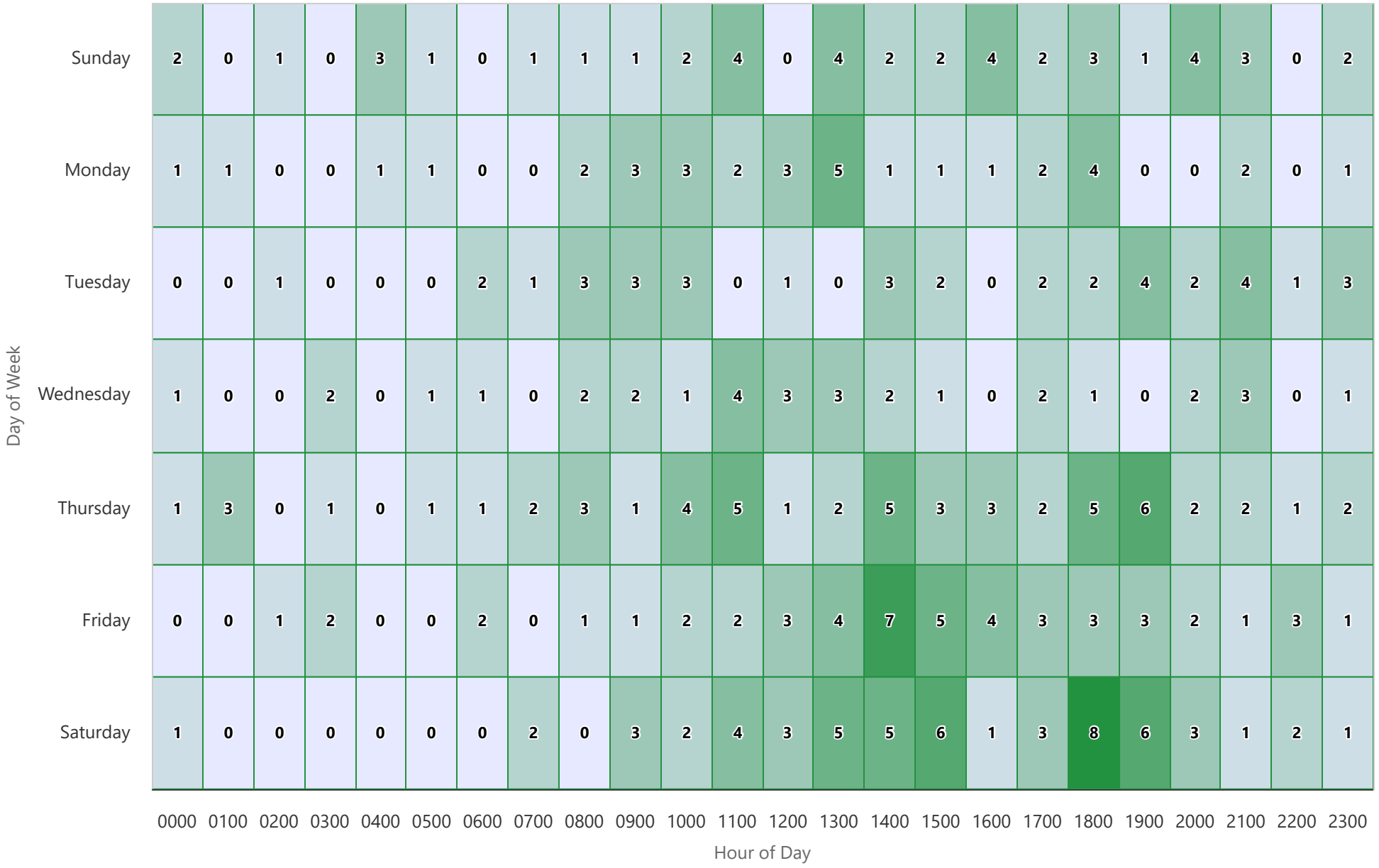
Incidents by Month

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



Incidents by Day and Hour

Oct 01, 2026 12:00 AM to Oct 31, 2026 11:59 PM



Monthly Call Volume Year over Year

Jan 01, 2025 12:00 AM to Oct 31, 2026 11:59 PM

	2026		2025		
Incident Month Name	**Grand Total - Current**	**% of Total Incidents - Current**	**Grand Total - Previous**	**% of Total Incidents - Previous**	**YTD % Change**
february	**245**	**10.00%**	**0**	**N/A**	**N/A**
march	**296**	**12.00%**	**0**	**N/A**	**N/A**
april	**284**	**12.00%**	**0**	**N/A**	**N/A**
may	**258**	**10.00%**	**0**	**N/A**	**N/A**
june	**268**	**11.00%**	**0**	**N/A**	**N/A**
july	**274**	**11.00%**	**0**	**N/A**	**N/A**
august	**264**	**11.00%**	**0**		**N/A**
september	**264**	**11.00%**	**0**		**N/A**
october	**308**	**13.00%**	**0**	**N/A**	**N/A**
Grand Total	**2,461**	**100.00%**	**0**	**100.00%**	**N/A**

Pin Color Legend

Item #11b

Kensington Fire Service Activity

October 2026 | Kensington incidents and Station 55 service

33	65	00:08:31	100%
Kensington incidents	Station 55 engine incidents	Kensington 90th PSAP-to-arrival	Station 55 reliability in Kensington

Station 55 Engine Deployment

Unit	All scenes	Kensington	El Cerrito	Other
E155 - Type 1 engine	65	30	33	2
E355 - Type 3 engine	0	0	0	0
Station 55 unique incidents	65	30	33	2

Other scene locations: Berkeley: 2.

Stations 51/52 engines in Kensington: 11 of 33 incidents (33.33%); 3 without a Station 55 engine.

Station 55 Response Time by Scene Location

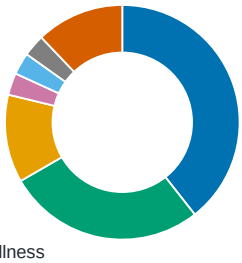
Scene location	Engine incidents	Time recorded	Median PSAP-to-arrival	90th PSAP-to-arrival
Kensington	30	28/30	00:06:42	00:08:30
El Cerrito	33	27/33	00:06:35	00:09:43
Other	2	2/2	00:18:26	00:24:16
All Station 55 incidents	*65*	*57/65*	*00:06:47*	*00:10:14*

Kensington Calls by Category

Category	Count	Share
Fire	1	3.03%
Medical	14	42.42%
Rescue	0	0%
Hazardous Situation	0	0%
Public Service	5	15.15%
No Emergency	12	36.36%
Unspecified	1	3.03%

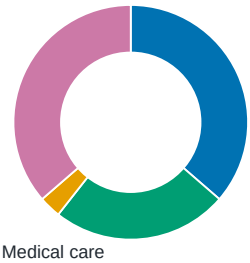
Kensington Incident Detail

Detailed incident types



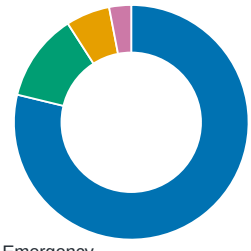
Illness	13
False Alarm	9
Citizen Assist	4
Alarms (Non Medical)	1
Injury/Trauma	1
Other	1
Unspecified	4

Primary actions



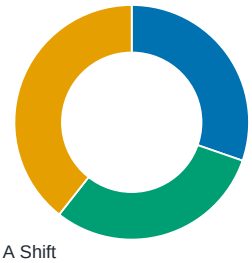
Medical care	12
Provide Services	8
Suppression	1
Unspecified	12

Response mode



Emergency	26
Non-emergency	4
Emergency downgraded	2
Unspecified	1

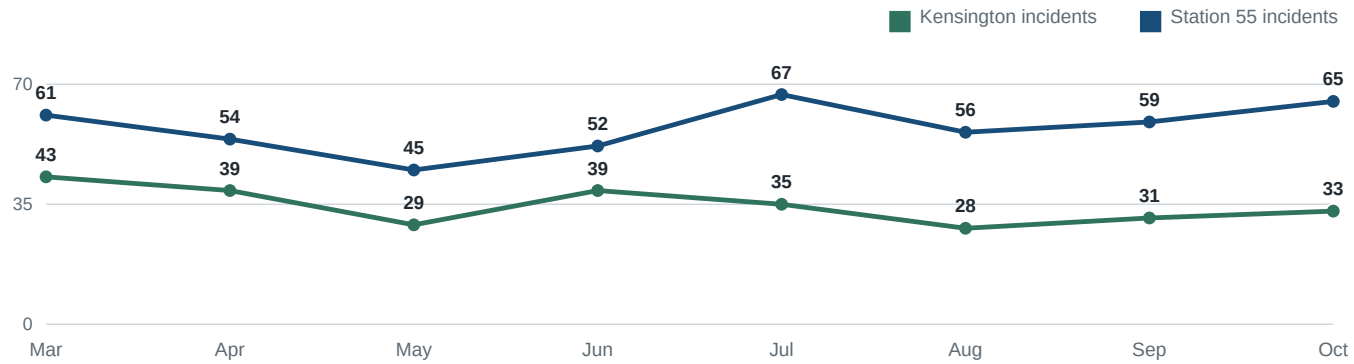
Calls by shift



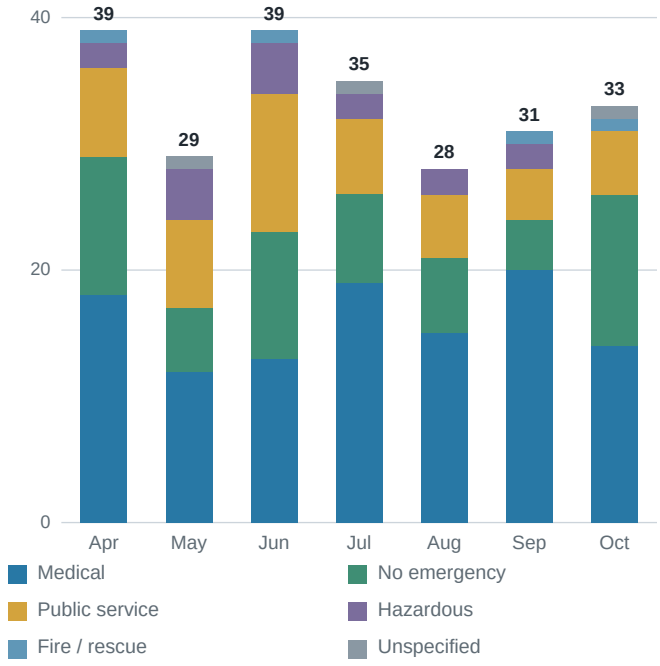
A Shift	10
B Shift	10
C Shift	13

"Other" combines the remaining low-frequency categories.

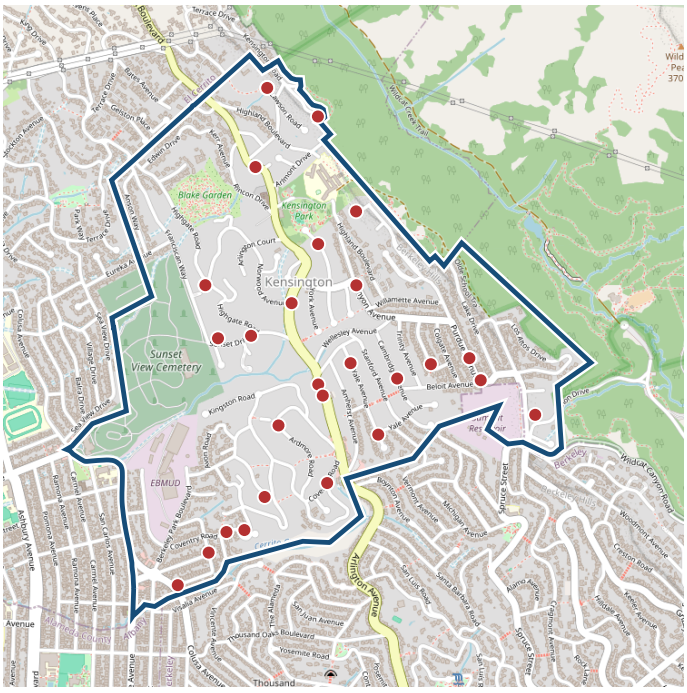
Recent Monthly Activity



Kensington Category Trend



Kensington Incident Locations



Map © OpenStreetMap contributors; boundary from Contra Costa County -K zoning data

Non-Kensington Incidents for EC-K Fire Department

Group	Location or assignment	Incidents	Station reliability	Response records	90th PSAP-to-arrival
El Cerrito	Station 55 primary incidents	16	100%	14/16	00:12:33
El Cerrito	Stations 51/52 primary incidents	182	95.05%	167/182	00:09:01
El Cerrito	Primary station unspecified	3		1/3	00:00:00
EC subtotal	*All El Cerrito incidents*	*201*		*182/201*	*00:09:13*
Other	Non-EC-K Station 55 response	2		2/2	00:24:16
Other	Non-EC-K Stations 51/52 only	71		57/71	00:11:20
Other	Non-EC-K station unspecified	1		1/1	00:07:42
Other subtotal	*All non-EC-K locations*	*74*		*60/74*	*00:12:35*
Non-K total	***All non-Kensington incidents***	***275***		***242/275***	***00:10:05***

Station 55 participated in 15 non-Kensington incidents assigned to Stations 51/52.

Other locations: Richmond 66, San Pablo 6, Berkeley 2.

Reading the Measures

Station reliability is the share of incidents assigned to Station 55 where either E155 or E355 appears among the responding units.
PSAP-to-arrival is the time from when the call is received at dispatch until the first responding unit arrives at the scene.

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Approval of the KCSD Salary Schedule, effective December 1, 2026

RECOMMENDATION:

Approve the KCSD Salary Schedule, effective December 1, 2026.

BACKGROUND:

Even though administrative staff is not part of the CalPERS retirement program, a full up to date salary schedule must be approved by the Board for all positions in the district. With the change to a full-time general manager, the salary schedule presented and effective December 1, 2026, meets the requirements of CalPERS.

EXHIBIT(S):

- KCSD Salary Schedule - Effective December 1, 2026

KCSD Salary Schedule - Effective December 1, 2026

	Hourly Rate	Range-Annual	Full/Part Time	Positions	Benefits	Department
Position	**Hourly**	**Full-time Monthly**	**Status**	**Authorized**	**Status**	**PD/Dist**
Chief of Police	$94.03 – $120.20/hr.	$16,300.00 – $20,833.33	FT	1	Y	PD
Police Lieutenant	$73.60 – $86.92/hr.	$12,757.00 – 15,066.00	FT	1	Y	PD
Police Sergeant	$63.90 – $74.03/hr.	$11,075.70 – $12,832.44	FT	2	Y	PD
Police Officer	$50.08 – $62.09/hr.	$8,680.09 – $10,762.30	FT	5	Y	PD
Non-Sworn (evidence/background/admin)	$53.52- $57.26/hr.	$4,281.60 – $4,580.80	PT	0	N	PD
Executive Assistant to the Chief (recommended)	$30.60- $39.05/hr.	$5,305.00 – $6,770.00	FT	0	N	PD
General Manager	$103 – $116/hr.	$17,853.33 – $20,106.67	FT	1	Y	DIST
Senior Accountant	$36 – $60/hr.	$6,240.00 – $9,706.67	PT	1	N	DIST
Clerk of the Board	$30 – $55/hr.	$5,200.00 – $8,666.67	PT	1	N	DIST
Community Center Coordinator (Parks & Rec)	$25 – $45/hr.	$4,333.33 – $6,933.33	FT	1	N	DIST
Maintenance (General Contractor)			PT/contractor	1	N	DIST
Janitor (Community Center & Parks)	$20 – $35/hr.	$3,466.67 – $6,066.67	PT	1	N	DIST

Approved by Board of Directors 12/2026

_____

Sylvia Hacaj, President, Board of Directors

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Approval of the General Manager Contract between Kensington Community Services District and John O. Tulloch

---

RECOMMENDATION:

The Board approved the contract that has been drafted by the District's legal counsel, approved by John O. Tulloch and awaits board approval. John's first official day for work is December 1, 2026.

BACKGROUND:

In conjunction with the Kensington Fire Protection District consolidating into the Kensington Police Protection and Community Services District and the formation of the Kensington Community Services District, the Board of Directors desired to have a full-time general manager serve the District and the community.

The District contracted with Bob Murray and Associates, and a nationwide search was performed twice to find the right candidate for the position. John O. Tulloch is that candidate and has agreed to serve the people of Kensington as the full-time general manager for the Kensington Community Services District.

EXHIBIT(S):

- General Manager Position Description
- Kensington GM Employment Agreement

Position Description December 1, 2026

Position Title	**General Manager**
Status	FLSA Exempt, full-time, benefits per contract
Salary	Negotiable depending upon experience
Location:	Work will be performed at the Public Safety Building, Police Station, Kensington Community Center (meetings) and other meeting locations as determined.

District:
The District provides services in police and fire protection, waste management, parks, and recreational services under the governance of the Board of Directors.

Definition:
Under policy direction, plans, organizes, and provides administrative direction and oversight for all District functions and activities; provides policy guidance and program evaluation to the Board of Directors and staff; encourages and facilitates provision of services to the community; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

Distinguishing Characteristics:
The General Manager serves as the chief executive officer of the District, accountable to the Board of Directors and is responsible for implementation and oversight of District policies and procedures, financial reporting, and the efficient and economical performance of District activities and operations. The General Manager is an "at-will" classification and serves at the pleasure of the Board of Directors.

Supervision Received and Exercised:
Receives policy direction from the Board of Directors. Exercises general direction or supervision to District staff and consultants. The Chief of Police is a direct (employee) report while the Fire Chief reports to the Board of Directors through the El Cerrito Fire Services Contract.

Essential Function – *(illustrative examples, but not limited to the following):*
The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below; there are no marginal duties.

- Plans, organizes, leads, and administers the operations and financial management of the District in accordance with applicable laws, ordinances, and regulations, and adopted policies and objectives of the Board of Directors.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Directors and the District; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual operating and capital improvement budgets for the District; authorizes expenditures, purchases, and budget transfers in accordance with established policies; provide information regarding the financial condition and needs to the Board of Directors.

- Advises the Board of Directors on issues, programs, and financial status; directs the development of specific proposals for action regarding current and future District needs.
- Represents the District and the Board of Directors in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations, acts as the District liaison with the media.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District.
- Oversees the selection, training, professional development, and work evaluation of District staff; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, grants, and other written materials.
- Ensures that the Board of Directors is kept informed of District functions, activities, and financial status, and of legal, social, and economic issues affecting District activities.
- Monitors changes in laws, regulations, and technology that may affect District operations; implements policy and procedural changes as required.
- Perform related duties as assigned.

Minimum Qualifications:
Any combination of education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way would include:

Possession of a bachelor's degree from an accredited college or university with major coursework in public or business administration, public policy, finance, or a related field and five (5) years of increasingly responsible administrative or management experience in leading police or fire districts, special districts or other public agency settings, including three (3) years of management or supervisory experience.

Knowledge and Abilities:
- Plan, organize, coordinate and direct the work of staff to achieve efficient operations and meet District goals.
- Demonstrated change management experience with organizational transformation or a major culture change
- Budget development, analysis and financial strategies.
- Short, medium, and long-range financial, strategic, operational, infrastructure and other planning applicable to a community services special district.
- Regulatory and legal requirements of a community services special district.
- Serve as a highly motivated self-starter with demonstrated ability to successfully lead a productive organization.
- Principles and practices of effective leadership, supervision and business management.
- The functions and relationships of federal, state and local agencies with police/fire protection, solid waste, parks and recreation operations.
- Organization and functions of an elected Board of Directors.
- Strong verbal and written communication skills to effectively communicate with a multitude of audiences (elected officials, staff, public, external business partners and regulatory agencies).
- The Brown Act and other laws and regulations governing the conduct of public meetings.
- Social, political, and environmental issues influencing the development and implementation of District projects and programs.
- District personnel rules, policies, provisions, and negotiations.
- Principles and procedures of sound business communications.
- Technology related to public agency management.

License or Certificate:
Possession of, or the ability to obtain and maintain, a California Driver's License with a satisfactory driving record.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job the employee is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate office equipment and speak and hear. The employee is occasionally required to carry up to 15 pounds alone. The employee may occasionally be required to bend, crawl, crouch, balance or climb short distances. Specific vision ability required by this job includes close vision, color vision, peripheral vision, depth perception and ability to adjust focus with or without ocular aids.

Application and Selection Process:

This position is appointed by the Board through a process to be defined at the time an opening occurs.

GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is between Kensington Community Services District ("District") and John O. Tulloch ("Employee"). It is effective as of December 1, 2026.

RECITALS

1. The District has a vacancy in the position of General Manager;

2. The Board of Directors ("the Board") of the District desires to appoint Employee as the General Manager of the District, and Employee desires to accept this appointment; and

3. The District and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

NOW, THEREFORE, the parties agree as follows:

Section 1. Appointment; Duties and Authority; At-Will Status

District agrees to employ Employee as General Manager, to perform the functions and duties specified in the General Manager job description (attached hereto as **Exhibit A**), applicable law and ordinance, and the directions of the District's Board of Directors ("Board"). Employee is subject to the direction and oversight of the Board, and is appointed "at will," meaning that the employee serves at the pleasure of the Board, without right of appeal, and, subject to the provisions of this Agreement, the Board may terminate Employee's employment, with or without cause.

Section 2. Days, Hours, and Location of Work

A. Hours of Work. The position of General Manager is a full-time position generally requiring 40 working hours or more per week, and Employee is expected to devote the hours necessary to fulfill the obligations of the position. Employee understands that Employee is an executive management employee exempt from federal and state laws pertaining to overtime compensation. Employee must be available to other staff and members of the public, and is generally expected to be working during District's regular hours of business (which are Monday through Friday, 8:00am to 5:00pm). Employee's position also requires frequent time worked outside of customary business hours or District offices (e.g. for attendance at meetings, projects, and other similar or non-routine special events or circumstances or other functions on District's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the Board.

B. Full Energy and Skill. Employee agrees to remain in the exclusive employment of District, except as permitted under subsection C below, during the term of this Agreement. Employee shall faithfully, diligently, and to the best of Employee's abilities in accordance with the highest professional and ethical standards of the profession, perform all duties

that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to District. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to District's business and affairs.

C. Outside Employment. Employee shall inform and obtain approval from the Board of any secondary, non-volunteer employment by Employee, and any employment may only be performed outside of regular District business hours and must not interfere with, distract from, or otherwise deprioritize District business.

Section 3. No Conflict

During the term of this Agreement, Employee shall not engage in any employment, activity, consulting service, prohibited contract, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, the proper discharge of official duties, or which would tend to impair Employee's independence of judgment or action in the performance of official duties.

Section 4. Term

The term of this Agreement shall commence on December 1, 2026, and continue for a period of two years through November 30, 2028, unless terminated by one or both of the Parties in accordance with the provisions set forth in Section 9. If either party does not wish to renew this Agreement, the party shall provide a notice of non-renewal to the other party no later than sixty (60) days prior to the expiration date (of the initial or any extended term). In the event written notice of non-renewal is not given by either party to this Agreement to the other sixty (60) days prior to the expiration date, this Agreement shall be automatically extended on the same terms and conditions as set forth in this Agreement for an additional one-year term. A notice of non-renewal is not considered a termination without cause under Section 9 and does not give rise to any severance benefits.

Section 5. Compensation

A. Salary: Employee shall receive a base salary of Two Hundred and Fifteen Thousand Dollars ($215,000.00) payable in pro-rata installments in accordance with the District's established payroll schedule, and subject to all applicable and customary payroll taxes and withholdings.

B. Merit Salary Adjustments. In connection with Employee's annual performance evaluation, the Board can decide, in its sole discretion, whether to award Employee any increase in compensation. In addition, the Board has discretion to award Employee increases in compensation at other times deemed appropriate by the Board. Employee is not guaranteed any compensation increase, even with a positive evaluation or even if other District employees are provided an increase.

C. COLA. Commencing on December 1, 2027, and continuing each year thereafter during the term of this Agreement, Employee shall receive a Cost of Living Adjustment (COLA) equivalent to the most recent twelve-month reported rate of the Consumer Price Index

("CPI') as published by the United States Department of Labor for the San Francisco-Oakland-Hayward area; provided, however, that the annual percentage COLA increase shall not be less than two percent (2%) nor greater than five percent (5%) in any given year.

Section 6. Employee Benefits

A. Medical Benefits. The District will pay $2,735.14 per month toward CalPERS health coverage. This is equivalent to 90% of the Kaiser rate for the Kaiser Family Plan. Coverage would become effective on January 1, 2027.

B. Dental and Vision Benefits: The District will provide Employee and his eligible dependents with coverage under a District plan through SDRMA. Coverage would become effective on January 1, 2027.

C. Retirement Benefits. In accordance with the District's contract with CalPERS, Employee is not eligible for participation in CalPERS retirement plan.

D. Deferred Compensation. The District will contribute 10% of Employee's gross compensation each pay period to a District-sponsored 401(a) plan, with vesting at 33.33% upon completion of each year of service.

E. Technology. The District will provide Employee with a cell phone and laptop computer to use for District business.

F. Automobile. Employee shall receive a taxable monthly vehicle allowance of Two Hundred and Fifty Dollars ($250.00) per month. The parties intend for this taxable allowance to be in in lieu of reimbursement on an itemized basis for mileage, gas, maintenance of a vehicle, etc. Employee shall not be separately reimbursed for mileage driven in Employee's personal vehicle. This amount will be treated and paid as taxable income to Employee.

Section 7. Employee Leaves

A. Vacation: Employee shall earn 120 vacation hours per year, accrued on a pro rata basis each pay period. Employee can earn up to a maximum of 240 vacation hours, at which point Employee will cease accruing additional vacation until vacation time is used and Employee falls below the cap. Any accrued and unused vacation hours will be paid out upon separation.

B. Sick Leave: Employee shall earn 96 sick leave hours per year, accrued on a pro rata basis each pay period. Employee can earn up to a maximum of 192 sick leave hours, at which point Employee will cease accruing additional sick leave until sick leave time is used and Employee falls below the cap. Any accrued and unused sick leave hours have no cash value and will not be paid out upon separation.

C. Holidays. Employee is eligible for the paid holidays in accordance with the District's policy.

D. Bereavement Leave. Employee is eligible to take bereavement leave as provided and applicable to all District employees.

E. Administrative Leave. It is recognized that employee must devote a great deal of time outside the normal office hours to District business as General Manager. To that end, Employee shall receive forty (40) hours of administrative leave per year that must be used in the year granted and cannot be carried forward or accrued to subsequent years. At the commencement of this Agreement, Employee will receive forty (40) hours of administrative leave for use during the first year of his employment. In each subsequent year during the term of this Agreement, effective on the employee's anniversary date, the amount of administrative leave granted will be increased by five (5) hours, up to a maximum annual accrual of sixty (60) hours. (For example, on December 1, 2027, Employee will be granted forty-five (45) hours of administrative leave for his use during the second year of his employment). Administrative leave is only available for use in the year in which it is provided (counting from the anniversary date), has no other cash value, expires on November 30 of each year, and may not be carried over into a subsequent year of employment.

Section 8. Performance Evaluation

On or about the end of the first six months of Employee's employment, the Board shall conduct an evaluation of Employee's performance and provide guidance and direction regarding the Board's goals and objectives which Employee shall be tasked with implementing. In addition, each year on or about the anniversary of the Effective Date, or at a time mutually agreed upon by the Board and Employee, the Board shall conduct an evaluation of Employee's performance and provide guidance and direction regarding the District's goals and objectives which Employee shall be tasked with implementing. Nothing in this paragraph prohibits the Board from conducting additional formal performance evaluations when deemed appropriate or from providing informal feedback to Employee regarding Employee's performance.

Section 9. Termination of Employment; Severance Eligibility

A. No Property Interest: Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as General Manager. Employee understands and agrees that Employee works at the will and pleasure of the Board, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Notwithstanding the foregoing, during the ninety (90) days following certification of the results of any election at which one or more members of the Board are elected, Employee may be terminated or asked to resign without cause only by the affirmative vote of a supermajority of the members of the Board. For purposes of this provision, a supermajority means a majority vote of the Board plus one additional vote (i.e., if the Board has seven members, a supermajority means five; if the Board has five members, a supermajority means four).

B. Employee Resignation and Notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign voluntarily at any time from the position of General Manager, in which case Employee is requested to voluntarily provide sixty (60) days' notice in advance, unless the Parties agree otherwise. Upon Employee's resignation,

Employee shall be paid only for wages earned through the date of separation and any accrued vacation leave. In the event the Employee voluntarily resigns without being asked by District to resign (as provided in subsection C below), the Employee shall not be eligible for nor entitled to any severance pay.

C. Severance Pay. If Employee is asked to resign or is terminated without cause, then Employee shall be eligible to receive the following severance benefits: (a) a cash payment equivalent to the sum of Employee's base monthly salary multiplied by three (3) (or by the remaining number of months in the Agreement, whichever is less, in accordance with California Government Code section 53260). This cash payment, at the Board's discretion, will be paid either on a prorated, monthly basis over the number of months involved or as a lump sum; and (b) provided Employee timely elects COBRA coverage, reimbursement for Employee's monthly COBRA-eligible health benefits, at then-current coverage levels, for the same number of months under (a) or until the employee finds other employment, whichever occurs first (subject to the limits of Government Code sections 53260-53261)). Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against District (and its officers, employees, etc.) to the full extent permitted by law, in a form prepared by or approved by District legal counsel, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this paragraph. Upon termination, employee shall also be paid for any accrued, but unused, vacation leave, but not accrued sick leave or administrative leave.

D. For Cause Termination; Ineligibility for Severance. If Employee is terminated for cause, Employee shall not be eligible for nor paid any severance pay except as provided in the remainder of this subsection. "Cause" is defined as a conflict of interest; any acts of dishonesty, fraud, misappropriation or misrepresentation; insubordination (meaning the refusal to follow a lawful directive of the Board acting as a body, as distinguished from a directive of an individual Board member); repeated neglect of duties required to be performed under this Agreement; abandonment of duties; gross mismanagement; harassment or discrimination in violation of District policy; and any acts of moral turpitude (on or off duty.) In the event that Employee's employment and this Agreement are terminated for cause, Employee will be presented with a general description of the basis for said cause. If Employee seeks to challenge that determination, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause" as defined above. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages, attorneys' fees, litigation costs expenses, or other award. Under no circumstances shall the Employee be entitled to reinstatement as a result of such action.

Section 10. Payment of Expenses of Employment

A. Fidelity and Other Required Bonds. District will pay the cost of any fidelity or other bonds required of the Employee under applicable law.

B. Indemnity. In accordance with and subject to the California's Government Claims Act (Government Code §810 *et seq*), District will defend and indemnify Employee against and for all losses sustained by Employee arising in the scope of, and in direct consequences of, the

discharge of duties on the District's behalf for the period of Employee's District employment. District's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. District will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

C. Professional Development and Memberships. Subject to budget approval, District will pay the reasonable dues for Employee's membership in professional organizations associated with the office of General Manager.

D. Professional Events. Subject to budget approval, the District will pay the cost of attending conferences or other events (i.e. out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. District will allow Employee reasonable time away from regular duties to participate in the annual conferences of these organizations.

E. Necessary Employment Expenses. District will reimburse Employee for all expenses necessarily incurred in performing duties under this Agreement for the benefit of the District. Such expenses must be supported by written receipts and will be processed in accordance any established District expense policy. Employee must obtain approval from the President of the Board before incurring any travel-related expenses related to attendance at any conferences associated with District management functions. Reimbursable expenses include travel, accommodations, and registration for conferences, and meals. Employee is not eligible for mileage reimbursement for work-related travel, as the vehicle allowance is intended to cover any and all mileage expenses.

Section 11. Miscellaneous/General Provisions

A. Notices. Notices pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing into the custody of the United States Postal Service, postage prepaid, addressed as follows: Employer: Kensington Community Services District
217 Arlington Ave.
Kensington, CA 94707
Attn: Board President

Courtesy copy to: Best Best & Krieger LLP
500 Capitol Mall, 25th Floor
Sacramento, CA 95814
Attn: Joshua Nelson

Employee John O. Tulloch
Mailing address last on file with District

Notice shall be deemed given as of the date of personal service or as of the business day following the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

B. Entire Agreement. This Agreement sets forth and establishes the entire understanding between District and Employee with respect to the General Manager appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement.

C. Other Employment Terms and Conditions; Agreement Amendments. The Board reserves the right to unilaterally modify the terms of this agreement to comply with applicable law (and to notify Employee of such modification as soon as possible), as well as to fix (in consultation with Employee) any such other terms and conditions of employment that are not inconsistent or in conflict with this Agreement. In addition, the parties may, by mutual written Agreement approved by majority of the Board and signed by both Parties, amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. Any purported amendment not in compliance with this subsection shall be null and void.

D. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, each party shall bear their own attorney's fees as may be incurred in enforcing any judgment or order entered in any such action.

E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

F. Binding Agreement. This Agreement is binding upon, and shall inure to the benefit of, Employee's heirs and executors.

G. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 et seq. of the Government Code, as it may be amended or renumbered. If Employee is convicted of a crime involving an abuse of his office or position while employed with the District, any cash settlement related to the termination of this Agreement received by Employee shall be fully reimbursed to the District.

H. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and District agree that venue for any dispute shall be in Contra Costa County, California. Nothing in this subsection precludes the Parties from, by mutual agreement, utilizing alternative dispute resolution methods such as arbitration.

I. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

J. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

K. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

L. No Assignment. Employee may not assign or transfer this Agreement in whole or in part. Any such purported assignment or transfer shall be null and void.

M. Public Record. Employee acknowledges that this Agreement is a public record subject to public review and disclosure under California law.

Dated: _____ KENSINGTON COMMUNITY SERVICES DISTRICT

By _____
Sylvia Hacaj, Board President

Dated: _____ EMPLOYEE

_____
John O. Tulloch

Approved as to Form:

_____

Joshua Nelson, District General Counsel

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Approval for the Kensington Community Services District to enter into an agreement with MissionSquare in providing a 401(a) deferred compensation program to executive employees who are not part of the CalPERS Retirement program within Kensington Community Services District

---

RECOMMENDATION:

Adopt Resolution No. 2026-21, a resolution of the Board of Directors of the Kensington Community Services District for the Kensington Community Services District to enter into an agreement with MissionSquare in providing a 401(a) deferred compensation program to executive employees who are not part of the CalPERS Retirement program within Kensington Community Services District.

BACKGROUND:

For the District to competitively recruit a full-time general manager without offering a CalPERS retirement plan, an employer-sponsored retirement savings plan was included in the compensation package for the general manager. A 401(a) plan is an employer-sponsored retirement plan commonly offered by government agencies and is established under Section 401(a) of the U.S. Internal Revenue Code.

The attached resolution along with some additional paperwork will allow the District to provide the 401(a) plan for the general manager.

EXHIBIT(S):

- Resolution No. 2026-21, a resolution of the Board of Directors of the Kensington Community Services District for the Kensington Community Services District to enter into an agreement with Mission Square in providing a 401(a) deferred compensation program to executive employees who are not part of the CalPERS Retirement program within Kensington Community Services District.
- 401a Money PurchasePlan_ Adoption Agreement_Form
- MissionSquare Proposal-Kensington Community Services District
- Serving the Public Sector - How We Help Plan Sponsors
- Governmental Money Purchase Plan Document

RESOLUTION NO. 2026-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON COMMUNITY SERVICES DISTRICT FOR THE KENSINGTON COMMUNITY SERVICES DISTRICT TO ENTER INTO AN AGREEMENT WITH MISSIONSQUARE IN PROVIDING A 401(A) DEFERRED COMPENSATION PROGRAM TO EXECUTIVE EMPLOYEES WHO ARE NOT PART OF THE CALPERS RETIREMENT PROGRAM WITHIN KENSINGTON COMMUNITY SERVICES DISTRICT

Plan Number: **10**___

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by MissionSquare Retirement:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan'') in the form of: (Select one)

☑ The MissionSquare Retirement Governmental Money Purchase Plan, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).

☐ The plan document provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby adopts the Declaration of Trust of VantageTrust Company dated May 2001, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the Plan are to be invested in the trust created by such Declaration of Trust (the "VantageTrust") that provides for the commingled investment of retirement funds.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust or in any other qualified investment options for the Plan; and

BE IT FURTHER RESOLVED that the Senior Accountant shall be the coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes the General Manager to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan.

PASSED AND ADOPTED by the Board of Directors of the Kensington Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the 12th day of November, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Sylvia Hacaj
President, Board of Directors

HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Community Services District at the regular meeting of said Board held on Thursday the 12th day of November, 2026.

_____

Lynelle M. Lewis
Clerk of the Board

_____

David Aranda
Interim General Manger

Item 14 – 401(a)

The following attachments will be listed separately on the website:

- 14b 401a Money PurchasePlan_ Adoption Agreement_Form
- 14c MissionSquare Proposal-Kensington Community Services District
- 14d Serving the Public Sector - How We Help Plan Sponsors
- 14e Governmental Money Purchase Plan Document

RESOLUTION NO. 2026-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON COMMUNITY SERVICES DISTRICT FOR THE KENSINGTON COMMUNITY SERVICES DISTRICT TO ENTER INTO AN AGREEMENT WITH MISSIONSQUARE IN PROVIDING A 401(A) DEFERRED COMPENSATION PROGRAM TO EXECUTIVE EMPLOYEES WHO ARE NOT PART OF THE CALPERS RETIREMENT PROGRAM WITHIN KENSINGTON COMMUNITY SERVICES DISTRICT

Plan Number: **10**___

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by MissionSquare Retirement:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan'') in the form of: (Select one)

☑ The MissionSquare Retirement Governmental Money Purchase Plan, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).

☐ The plan document provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby adopts the Declaration of Trust of VantageTrust Company dated May 2001, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the Plan are to be invested in the trust created by such Declaration of Trust (the "VantageTrust") that provides for the commingled investment of retirement funds.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust or in any other qualified investment options for the Plan; and

BE IT FURTHER RESOLVED that the Senior Accountant shall be the coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes the General Manager to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan.

PASSED AND ADOPTED by the Board of Directors of the Kensington Police Protection and Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the 12th day of November, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Sylvia Hacaj
President, Board of Directors

HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Community Services District at the regular meeting of said Board held on Thursday the 12th day of November, 2026.

_____

Lynelle M. Lewis
Clerk of the Board

_____

David Aranda
Interim General Manger

Item 14 – 401(a)

The following attachments will be listed separately on the website:

- 14b 401a Money PurchasePlan_ Adoption Agreement_Form
- 14c MissionSquare Proposal-Kensington Community Services District
- 14d Serving the Public Sector - How We Help Plan Sponsors
- 14e Governmental Money Purchase Plan Document

Item #15 - Approval of an extra help agreement between Kensington Community Services District and David Aranda

The Board President will address this agenda item

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

PRESENTED BY: Sylvia Hacaj, President, Board of Directors

SUBJECT: Approval of an agreement between Kensington Community Services District and David Aranda

---

RECOMMENDATION:

Approve the agreement between Kensington Community Services District and David Aranda in agreeing to a CalPERS retiree limited-term appointment agreement.

BACKGROUND:

The Board of Directors determined that it would be in the best interest of KCSD for the Interim General Manager to work with the incoming full-time General Manager over a period of sixty days so that a smooth transition might take place. The attached document for board approval is the proper method in which CalPERS approves of such a transition.

EXHIBIT(S):

-

November 12, 2026

Mr. David Aranda
604 S. California St.
Portland, OR 07219

Re: CalPERS Retiree Limited-Term Appointment Agreement

Dear David:

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the Kensington Community Services District ("District") in an extra-help capacity under the provisions of Government Code section 21224.

This Agreement is made because we have determined your specialized skills and your institutional knowledge are necessary to onboard the District's incoming permanent General Manager (GM). These duties may include meetings with and/or introductions to the District's staff, consultants, and vendors; an orientation to the Kensington community, California Special District Association (CSDA), Special District Risk Management Agency (SDRMA), and other relevant organizations or individuals, the transfer of all relevant files, accounts, etc. and other such tasks as may be necessary to completely transition all duties and responsibilities of the GM role.

The District finds your expertise working with police departments, more than thirty years' experience in budget and administrative oversight for community services districts, and your knowledge of the resources and programs available through CSDA and SDRMA are very valuable at this time of transition for the District.

The terms of this agreement include:

- The term of your appointment will be from December 1, 2026, through January 31, 2027, unless you or the District elect to terminate this agreement on an earlier date.
- The rate of pay for this temporary appointment will be $115.00 per hour.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- Hours worked shall not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer), unless an exception applies.

The District and you enter into this Agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code sections 7522.56 and 21224. Specifically, an appointment under sections 7522.56 and 21224 is permissible if all the following requirements are met:

(1) The appointment must be to a temporary position.
(2) The appointment is of limited duration.
(3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work.
(4) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours, unless an exception applies.
(5) The compensation received by the retiree is not more than the maximum, nor less than the minimum, hourly pay rate to other employees performing comparable duties as listed on the District's publicly available pay schedule.
(6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided.
(7) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.
(8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.
(9) If the retiree is less than normal retirement age (i.e., the highest age under any retirement formula that the retiree accrued benefits under with any CalPERS employer), at least 60 days must have passed since the retiree's retirement. This waiting period cannot be waived.

The District, in good faith, has determined that your appointment meets (1) – (6) of the foregoing requirements as follows:

(1) The appointment will be to a temporary position.
(2) The appointment is of limited duration because it is anticipated to no more than one (1) year.
(3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this appointment offer, necessary for the purpose of the appointment.
(4) The appointment will not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).
(5) The compensation you will receive is no more nor less than the hourly rate paid to other employees performing comparable duties as listed on its publicly available pay schedule.
(6) Your compensation consists of the hourly rate only; no further benefits will be provided unless required by state or federal law.

By executing this Agreement, you are also, in good faith, determining that your appointment meets each of the nine (9) requirements noted above, including the unemployment insurance requirement. That is, while the District is not in a position to do so, by executing this agreement you are confirming the fact that you have not received unemployment insurance payments within the past 12 months arising from work subject to Gov. Code Section 7522.56.

The bona fide separation rule described in (9) above does not apply because: (1) you are either of normal retirement age, or (2) you are not of normal retirement age but your retirement date was more than 60 days prior to this appointment, and there was no agreement in place prior to your retirement for you to return as a retired annuitant.

With respect to the 180-day waiting period described in (7) above, this appointment is occurring more than 180 days after retirement.

Notwithstanding (4) above, the District has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked in a fiscal year (July 1 – June 30) for District and any other CalPERS employer do not exceed 960 hours in the aggregate. However, please note that consistent with the requirements of Section 21220(d) and (e), **the District will update CalPERS solely for administrative recordkeeping purposes (you will remain in retired status) and will report both your hours and pay pursuant to this agreement.**

While the District and you make this agreement because we believe that it is authorized under Gov. Code sections 7522.56 and 21224, CalPERS could disagree. If CalPERS disagrees, there is a risk that you will be required to do the following: (1) return any retirement allowance you received during the period of the appointment; (2) pay an amount of money equal to the employee contributions that should have been made, plus interest, during the appointment; and (3) pay CalPERS' administrative expenses incurred as a result of its audit of the appointment. You will also be subject to reinstatement from retirement.

By executing this agreement, you waive any claims against the District arising from an adverse determination by CalPERS associated with this appointment that is attributed to any misrepresentation made by you in this Agreement or any violation of these rules caused by employment with any other CalPERS employer. Please contact CalPERS if you have any questions regarding the requirements of Gov. Code sections 7522.56 and 21224 or this appointment.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of District and are at-will; therefore, the appointment may end with or without cause or advance notice.

We welcome you to your limited-term appointment with the District and extend our best wishes for your success in this limited duration appointment.

If you have additional questions or comments, feel free to contact me directly at shacaj@kppcsd.org.

Sincerely,

Sylvia Hacaj, President
Kensington Community Services District Board

Acknowledgment:

I, _____, agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all the terms and conditions of employment as set forth in this letter.

_____ _____

Signature **Date**

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

PRESENTED BY: Lisa Caronna, Pathkeeperss

SUBJECT: Approval of expending up to $71,000 of designated capital monies for Phase 2 Capital Improvements to Ardmore, Beloit, and Coventry Paths

---

RECOMMENDATION:

Approve moving forward expending up to $71,000 for Phase 2 path improvements on Ardmore, Beloit, and Coventry.

BACKGROUND:

The District received $35,000 this fiscal year from the County, designated for path improvements and the District budgeted $30,000 in path improvements in the 2027 fiscal year budget. There is also $6,000 in the designated path fund from funds not used in the Phase 1 improvements.

Lisa will provide information on what is recommended in Phase 2 improvements. I have walked the paths and reviewed the improvements recommended and I agree with moving forward with these improvements.

As noted in the Pathkeeper's report, the one aspect of the Phase 2 project that we have not determined yet are costs for the steps on the Ardmore Path. Should the recommendations by a civil engineer for improving those steps exceed the overall $71,000, that portion of the project will need to be brought back Board for discussion and approval.

EXHIBIT(S):

- Phase 2 Improvements to ABC Paths Report
- Phase 2 ABC Path Improvements Proposal

Item #16a

Date: November 12, 2026

To: Kensington Community Services District Board

From: David Aranda, Interim General Manager

Presented By: Lisa Caronna, Kensington Pathkeepers

Subject: Approve Phase 2 construction estimate for the ABC paths

RECOMMENDATION:

Approve the proposed Kensington Pathkeepers report for capital improvements on the district owned Ardmore, Beloit and Coventry paths (ABC) Phase 2 construction and estimated of cost.

BACKGROUND:

The Board approved Phase 1 construction for the ABC paths on January 8, 2026. That work is now complete. Phase 2 work will tackle the remaining construction items for the ABC paths. The exception to this is currently unknown costs to repair the grand staircase on Ardmore Path. The work in this scope does include a preliminary engineers evaluation including rough future costs. Those findings will be conveyed in a future path report.

Attached is an outline of the work to be completed with the estimated cost of $44,165 which includes a 10% contingency. There are sufficient funds in the paths account ($71,231) to support this work.

Kensington Paths: Ardmore, Beloit, Coventry
(aka ABC Paths)

Phase 2 Capital Improvements Implementation Proposal



Prepared by: Kensington Pathkeepers August 2026

Kensington Paths



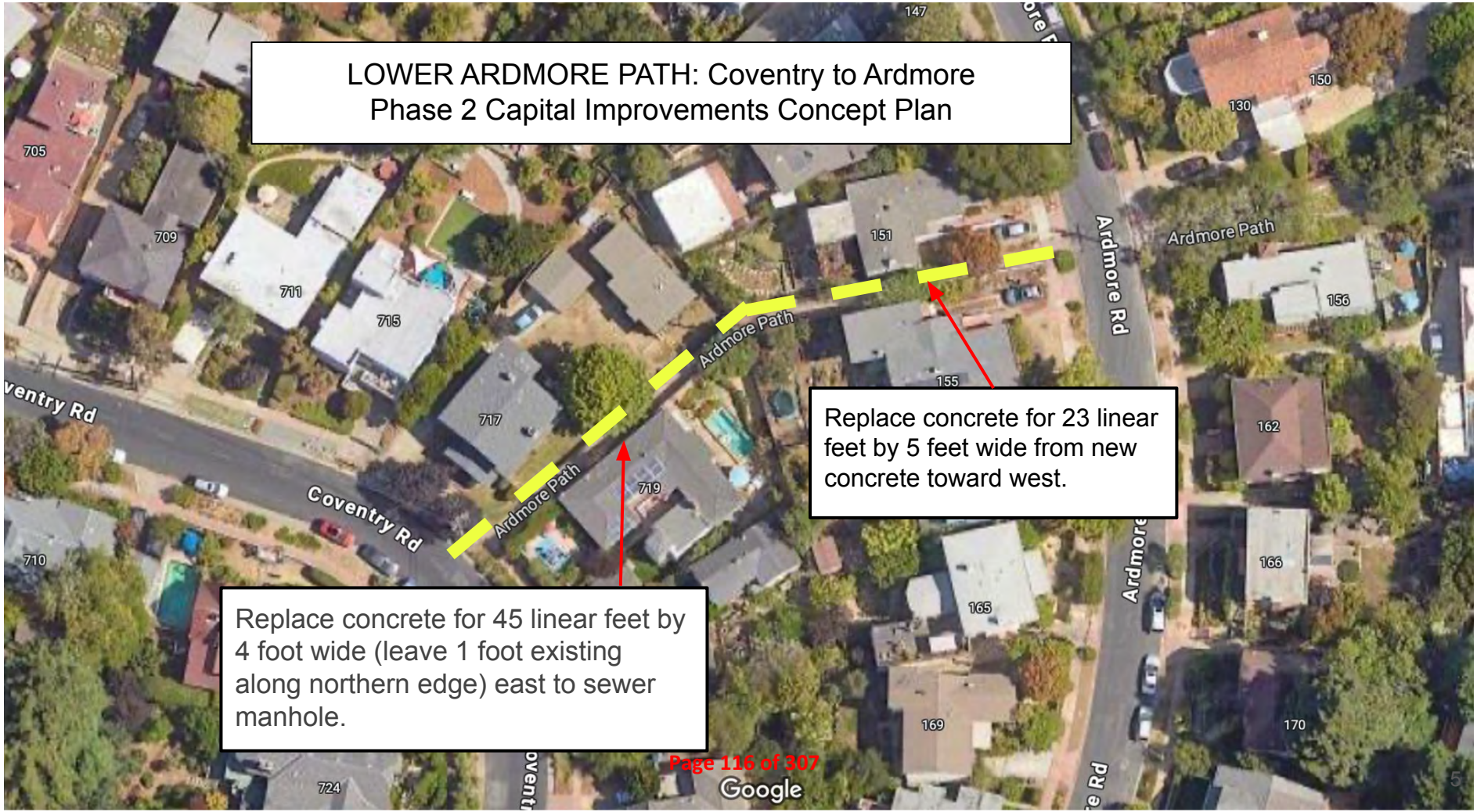
Three KCSD Owned Paths



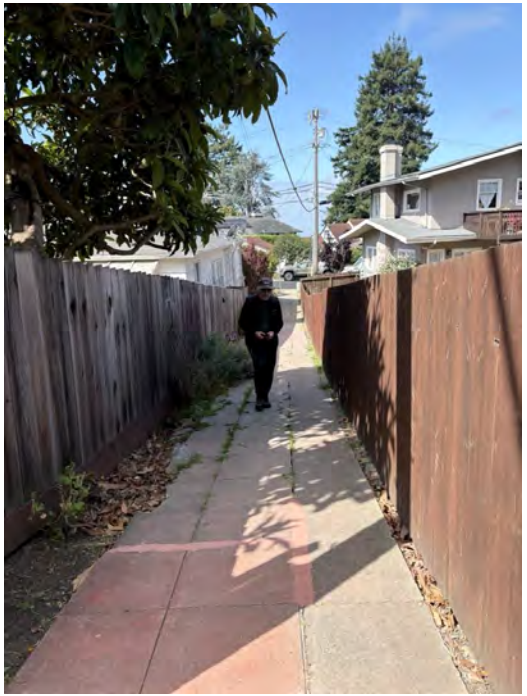
Phase 2 (Year 2) Proposed Improvements

- Maintenance projects focused on improving path safety and user experience



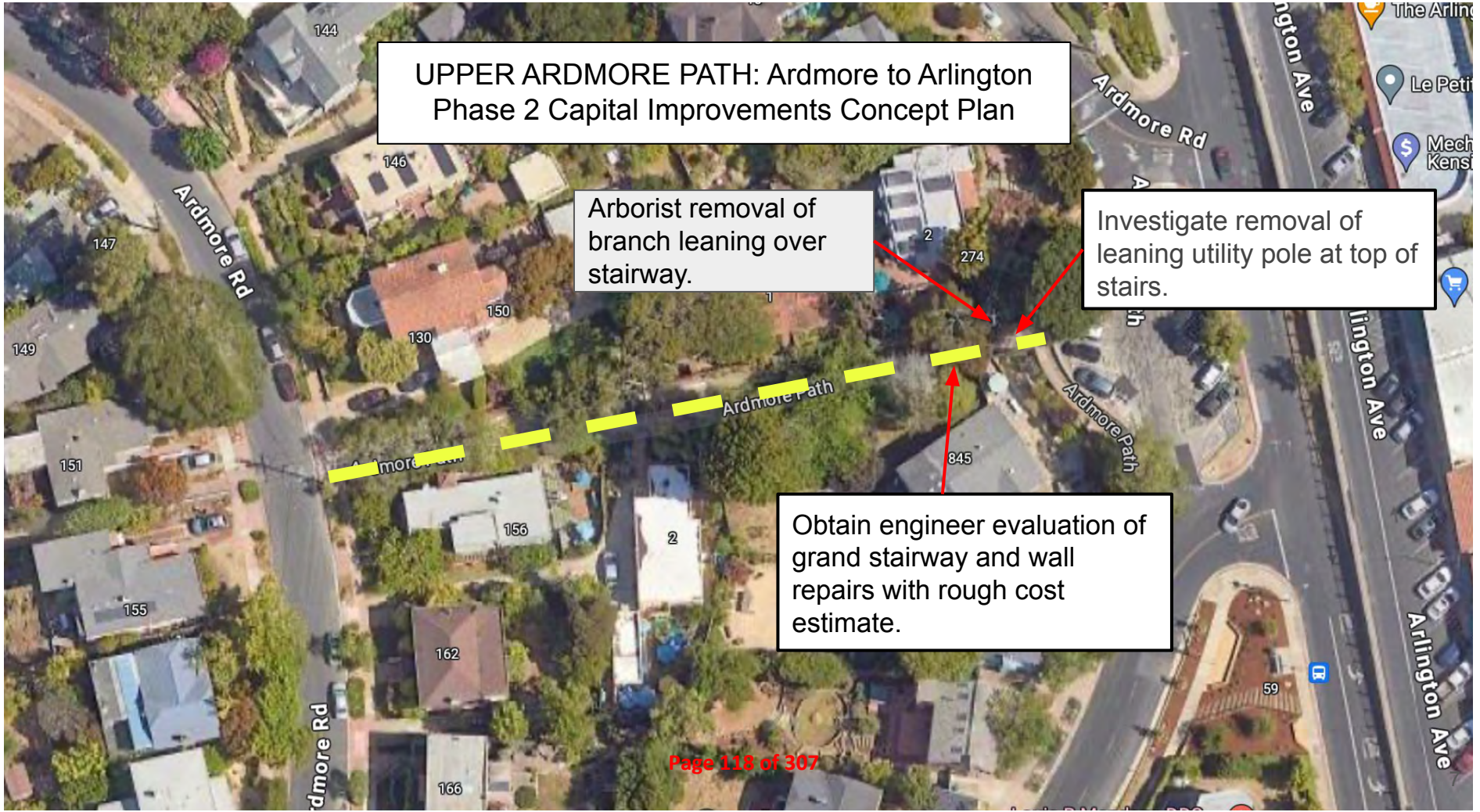

LOWER ARDMORE PATH: Coventry to Ardmore
Phase 2 Capital Improvements Concept Plan
Replace concrete for 23 linear feet by 5 feet wide from new concrete toward west.
Replace concrete for 45 linear feet by 4 foot wide (leave 1 foot existing along northern edge) east to sewer manhole.
Ardmore Path
Ardmore Rd
Coventry Rd
705
709
711
715
717
719
710
724
147
151
155
130
150
156
162
165
166
169
170
Google

Lower Ardmore Existing Conditions





Replace Concrete (2 sections)


UPPER ARDMORE PATH: Ardmore to Arlington
Phase 2 Capital Improvements Concept Plan
Arborist removal of branch leaning over stairway.
Investigate removal of leaning utility pole at top of stairs.
Obtain engineer evaluation of grand stairway and wall repairs with rough cost estimate.
Ardmore Path
Ardmore Rd
Arlington Ave
144
146
147
149
150
130
151
156
155
162
166
2
274
845
59

Upper Ardmore Existing Conditions

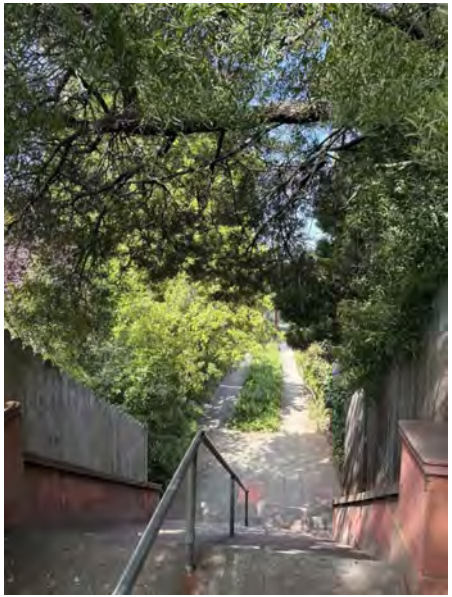






Obtain engineer evaluation to determine cost of repair and install new handrails.

Upper Ardmore Existing Conditions



Major tree branch over walkway



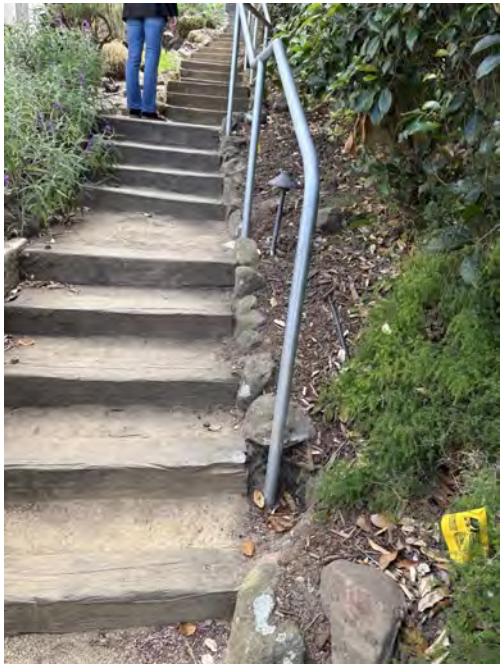
Leaning utility pole


LOWER BELOIT PATH: Yale to Stanford
Phase 2 Capital Improvements Concept Plan
Provide jute mesh erosion control over steep portions of path.
Add treatment (rocks) along path/stair edges to prevent erosion and add decomposed granite to level steps behind wood treads as needed.
Yale Ave
Princeton Ave
Princeton Ave
Yale Ave
Stanford Ave
Stanford Ave
Stanford
232
234
240
242
239
245
246
240
242
246
248
253
255
257
252
254
253

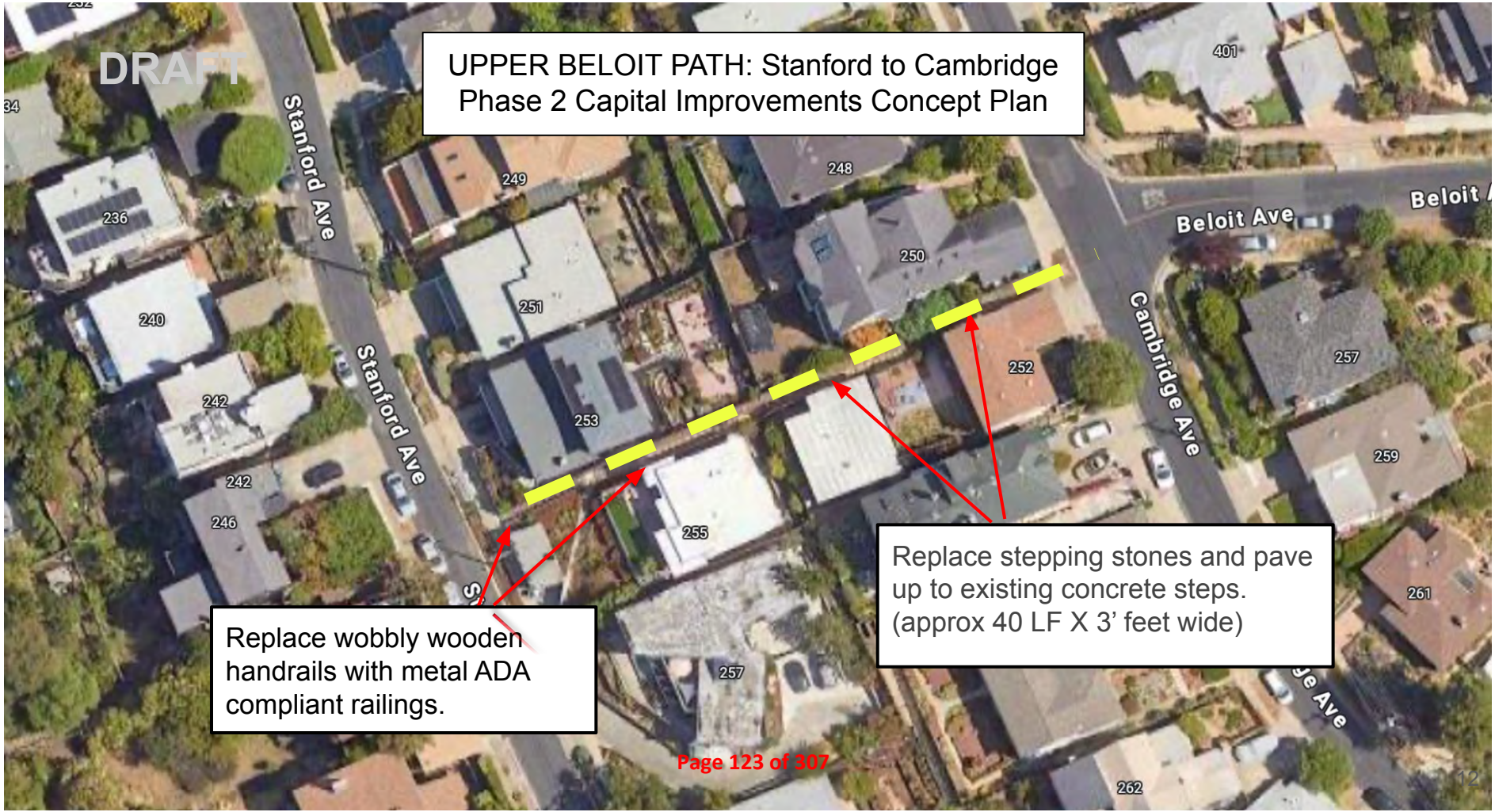
Lower Beloit Existing Conditions



Erosion along edges and decomposed granite needed



Proposed erosion control edge treatment


DRAFT
UPPER BELOIT PATH: Stanford to Cambridge
Phase 2 Capital Improvements Concept Plan
Stanford Ave
Stanford Ave
Beloit Ave
Cambridge Ave
401
249
248
236
250
251
240
252
257
242
253
259
242
246
255
261
257
262
Replace wobbly wooden handrails with metal ADA compliant railings.
Replace stepping stones and pave up to existing concrete steps. (approx 40 LF X 3' feet wide)

Upper Beloit Existing Conditions



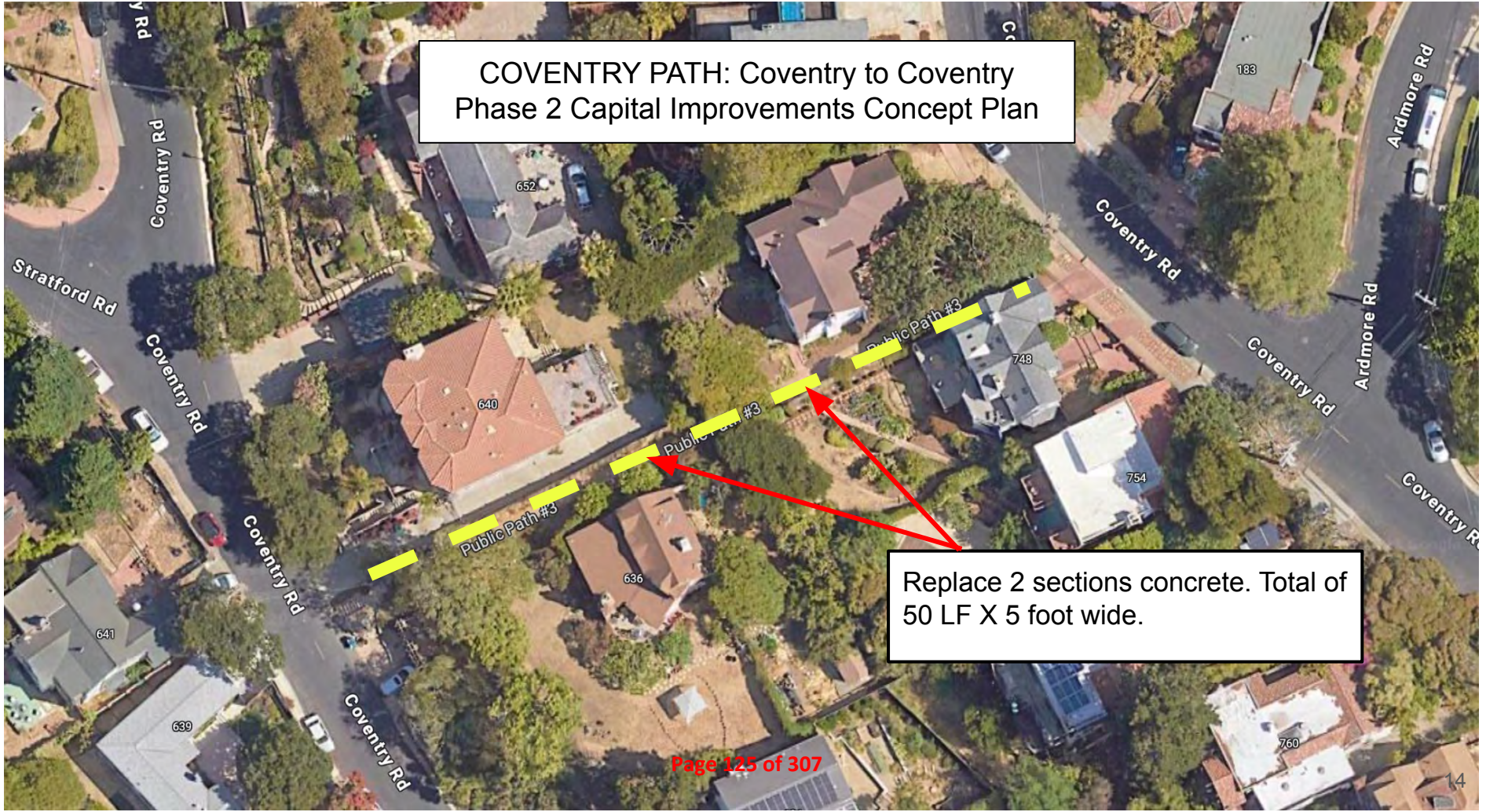
Concrete repair



Concrete Paving

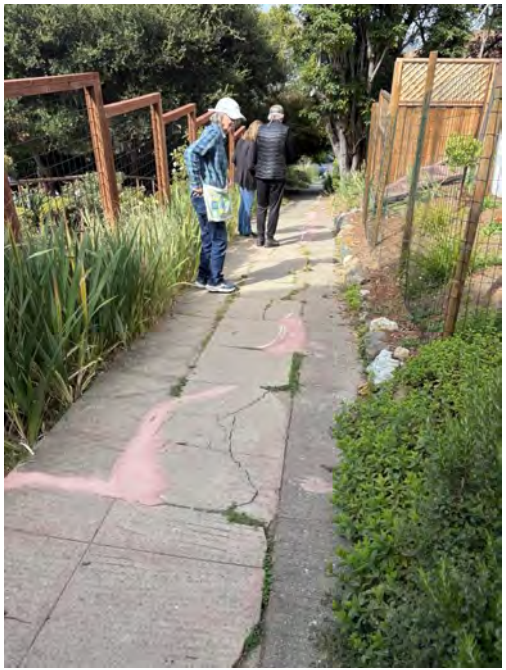


Provide Metal Handrail


COVENTRY PATH: Coventry to Coventry
Phase 2 Capital Improvements Concept Plan
Stratford Rd
Coventry Rd
Ardmore Rd
652
640
636
641
639
748
754
760
183
Public Path #3
Replace 2 sections concrete. Total of 50 LF X 5 foot wide.

Coventry Existing Conditions





Replace Broken Concrete

Phase 2 Improvements & Cost Estimate

Lower Ardmore Path - Coventry to Ardmore	
● Concrete pavement 295 SF	$11,800
Upper Ardmore Path - Ardmore to Arlington	
● Engineer Evaluation of Grand Staircase	$500
● Utility Pole removal (by utility company)	—
● Arborist removal of leaning branch	$1,500
Lower Beloit Path - Yale to Stanford	
● Erosion treatments and decomposed granite backfill on treads.	$5,550
Upper Beloit Path - Stanford to Cambridge	
● Replace wood handrails with metal (1 side) - 53 LF	$6,000
● Concrete pavement and replace stepstones 120 SF	$4,800
Coventry Path	
● Concrete pavement - 2 sections 250 SF	$10,000
PRELIMINARY ESTIMATE	$40,150
Contingency 10%	$ 4,015
TOTAL Estimate	**$44,165**

* See next slide for notes

Notes related to Cost Estimate

1. Costs for concrete based on previous bids for Phase 1 work plus escalation factor.
2. Future unknowns include:
   *Grand Staircase: Next step in engineering costs including construction documents and cost estimate ($2000-$4000) plus any needed testing, surveys, and construction inspections.

Financials

1. Public funds available FY2027
   a. County: $35K/year (year 2 of 5)
   b. District: $30K/year + $ 6,231 of 2026 carryover = $ 35,535

   Total available FY 2027 = $71,231

2. Fundraising and In-kind Contribution
   a. Pathkeepers: $10K goal for in-kind volunteer and fundraising

Roles and Workflow

1. Pathkeepers Role:
   a. Volunteer arm of District for path maintenance
   b. Three path cleanups per year
   c. Fundraising to supplement costs

2. Pathkeepers / District Workflow:
   a. Pathkeepers do research and legwork to get cost estimates →
   b. Pathkeepers coordinate site visits and contracting with District →
   c. Pathkeepers work with District on implementation→
   d. Funding and contracts flows through District

3. District Representative Role:
   a. Primary contact to coordinate with Pathkeepers and keep District informed

Thank You

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

PRESENTED BY: Lisa Caronna, Pathkeepers

SUBJECT: Approve moving forward with investigation and potential acquisition of four additional paths in Kensington

---

RECOMMENDATION:

In order for the County to move forward in working on the four paths, a consensus of board members would be needed in agreeing to move forward with the concept of taking ownership of the additional four paths.

BACKGROUND:

The acquisition of three paths about two years ago has worked out very well. The County provided signage and other work on the three paths prior to the District taking ownership along with a commitment of funding for the next five years. The District has committed some money for upkeep, maintenance and improvements on the three paths. The Pathkeepers group has supplied manpower in maintaining the paths and providing the General Manager with logistical support in determining what improvements are needed, obtaining vendors and quotes for the work and overseeing portions of the work being done. It has been an exceptionally good partnership, all to the benefit of the community.

Lisa will present information regarding the potential for Kensington Community Services District to move forward in obtaining four additional paths in Kensington.

Supervisor Gioia is planning to join this discussion via zoom and will provide some input as well.

EXHIBIT(S):

- Pathkeepers Report on Potential Acquisition of Four Paths (SWWL)
- SWWL Paths Capital Improvements Concept Plan-1

Date: November 12, 2026

To: Kensington Community Services District Board

Submitted By: Kensington Pathkeepers

Subject: Approve moving forward with the investigation and potential acquisition of four new paths.

RECOMMENDATION:

Review the proposed Kensington Pathkeepers report for capital improvements on four paths, and request that the county move forward with investigating any issues or concerns to enable the Board to make an informed decision regarding KCSD ownership.

BACKGROUND:

There are 11 public paths in Kensington. On June 25, 2025, the KCSD Board accepted ownership of three paths: Arlington, Beloit, and Coventry (collectively referred to as the ABC paths).

Phase 1 construction on the ABC paths has been completed, and Phase 2 construction is before the Board tonight for approval.

Upon completion of Phase 2, most of the critical safety and usability issues will be resolved—primarily through the installation of signage, drainage repairs, handrails, concrete paving, and erosion control. Note: Structural repairs to the grand staircase on Ardmore Path remain under investigation.

CURRENT WORK:

The Kensington Pathkeepers have evaluated four additional paths for potential District ownership: Stratford, Westminster, Willamette, and Lenox (collectively referred to as the SWWL paths).

We believe that making these paths safer and more usable is achievable over time through a combination of remaining county funds, committed District funds, volunteer labor, and community fundraising.

The Pathkeepers Process

The Pathkeepers evaluated the remaining unowned paths and proposed that the next acquisition phase include the four SWWL paths. These paths require signage, surface

treatment improvements, handrails at steps, and vegetation management. Attached is a draft Capital Improvement Concept detailing the work anticipated over the next few years.

Pathkeepers tasks included:

- Evaluating the remaining unowned paths, prioritizing the four SWWL paths.
- Developing a draft Capital Improvement Concept for these paths (attached).
- Conducting site walks of the four paths with David Aranda (Interim General Manager) and John Gioia (County Supervisor).
- Noticing and holding a community meeting with abutting neighbors on October 11, attended by Supervisor John Gioia. *Note: Among the nine attendees (representing residents from all four paths), there was unanimous support for moving forward with KCSD acquisition.*
- Preparing a list of requests for the county regarding their review of the paths.

County Process:

- Supervisor John Gioia is requesting that county staff review the four proposed paths and is looking to the KCSD board for their general support.

Stratford, Westminster, Willamette and Lenox Paths

(aka SWWL Paths)

DRAFT

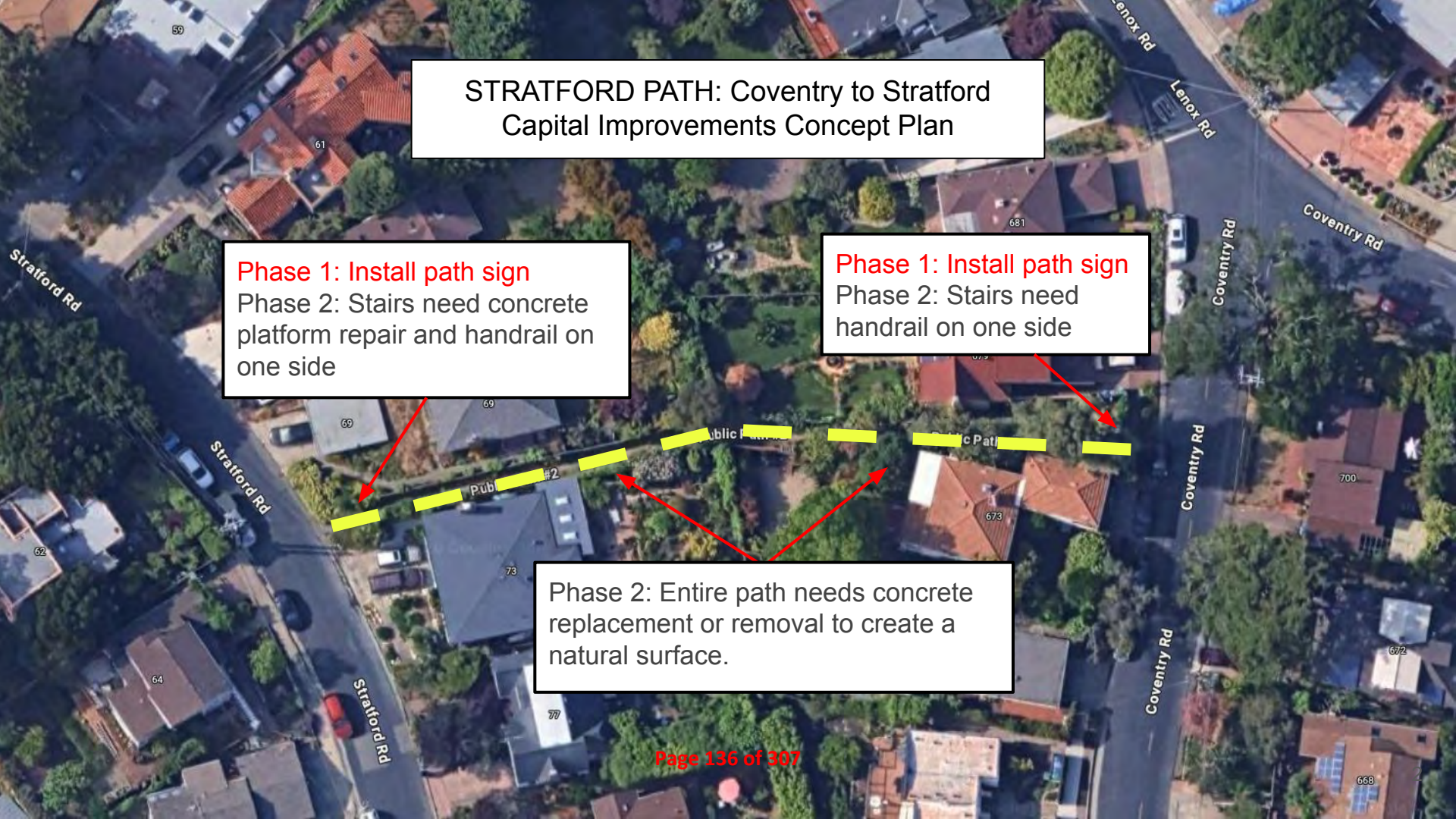
Existing Conditions and Capital Improvements Concept Plan

Proposed New Path

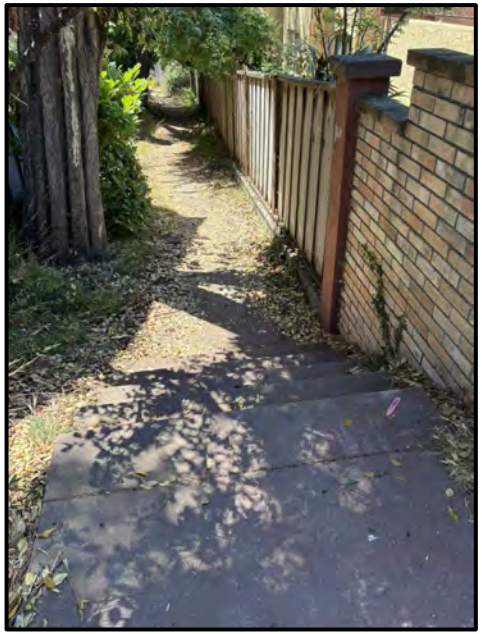
Path Owned by KCSD

Prepared by: Kensington Pathkeepers
November 12, 2026




STRATFORD PATH: Coventry to Stratford
Capital Improvements Concept Plan
Phase 1: Install path sign
Phase 2: Stairs need concrete platform repair and handrail on one side
Phase 1: Install path sign
Phase 2: Stairs need handrail on one side
Phase 2: Entire path needs concrete replacement or removal to create a natural surface.
Stratford Rd
Coventry Rd
Lenox Rd

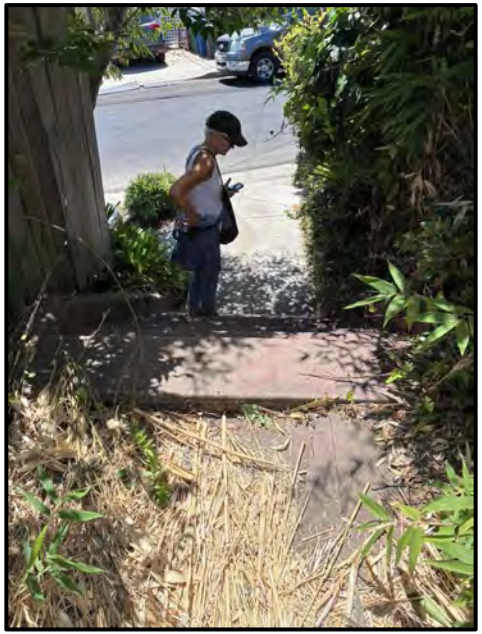
STRATFORD PATH: Coventry to Stratford
Existing Conditions Photos



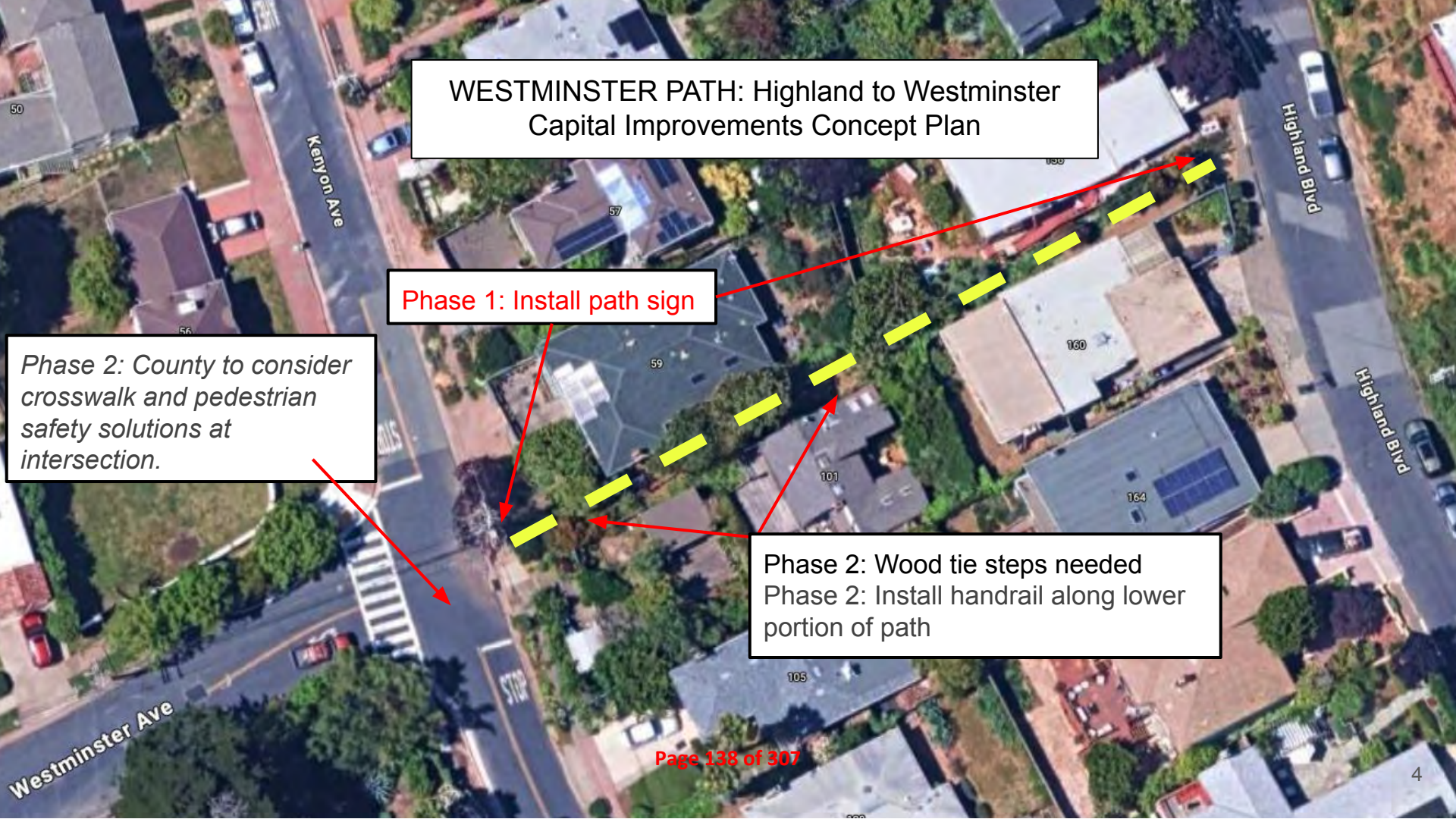
East end stairs in good condition, needing handrail



Typical tread conditions with uneven surface materials, overgrown vegetation



West end stairs needing concrete platform at top and handrail


WESTMINSTER PATH: Highland to Westminster
Capital Improvements Concept Plan
Phase 1: Install path sign
Phase 2: County to consider crosswalk and pedestrian safety solutions at intersection.
Phase 2: Wood tie steps needed
Phase 2: Install handrail along lower portion of path
Kenyon Ave
Highland Blvd
Highland Blvd
Westminster Ave
STOP
50
57
59
101
105
160
164

WESTMINSTER PATH: Highland to Westminster
Existing Conditions Photos



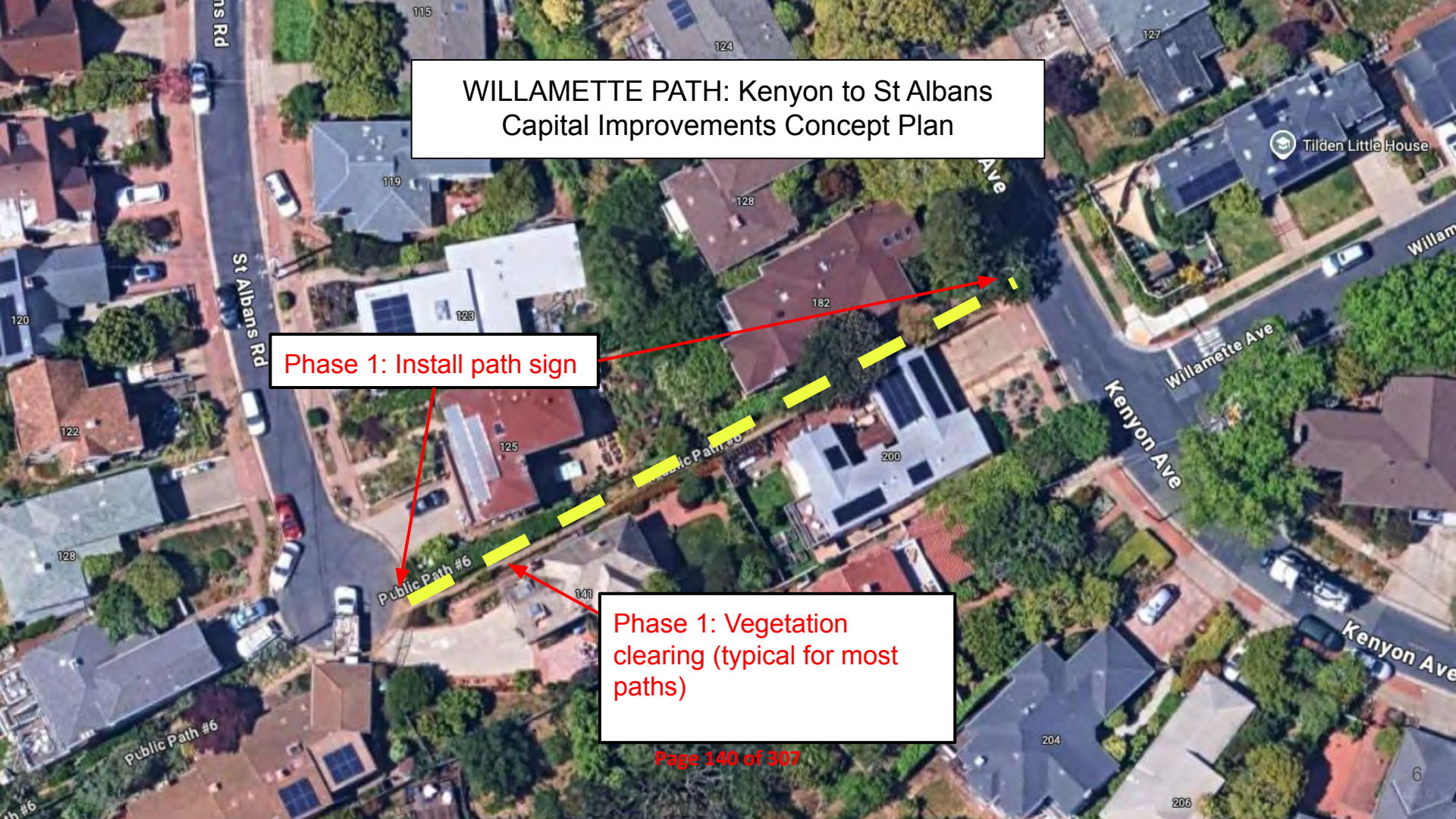
East entrance, showing need for signage and vegetation clearing



Western section needing wood tie steps, handrail and soil runoff solution



General conditions, showing overgrown vegetation


WILLAMETTE PATH: Kenyon to St Albans
Capital Improvements Concept Plan
Phase 1: Install path sign
Phase 1: Vegetation clearing (typical for most paths)
St Albans Rd
Willamette Ave
Kenyon Ave
Public Path #6
Tilden Little House

WILLAMETTE PATH: Kenyon to St Albans
Existing Conditions Photos



East entrance



Central section showing natural surface, good conditions



West end showing narrowness due to vegetation and neighbor's deer fencing


WILLAMETTE PATH: St Albans to Windsor
Capital Improvements Concept Plan
Gas Turbine Association
Windsor Ave
Windsor Ave
Windsor Ave
St Albans Rd
Public Path #6
Public Path #6
Phase 1: Install path sign
Phase 2: Wood tie steps
115
120
122
123
124
125
126
128
129
130
133
134

WILLAMETTE PATH: St Albans to Windsor
Existing Conditions Photos



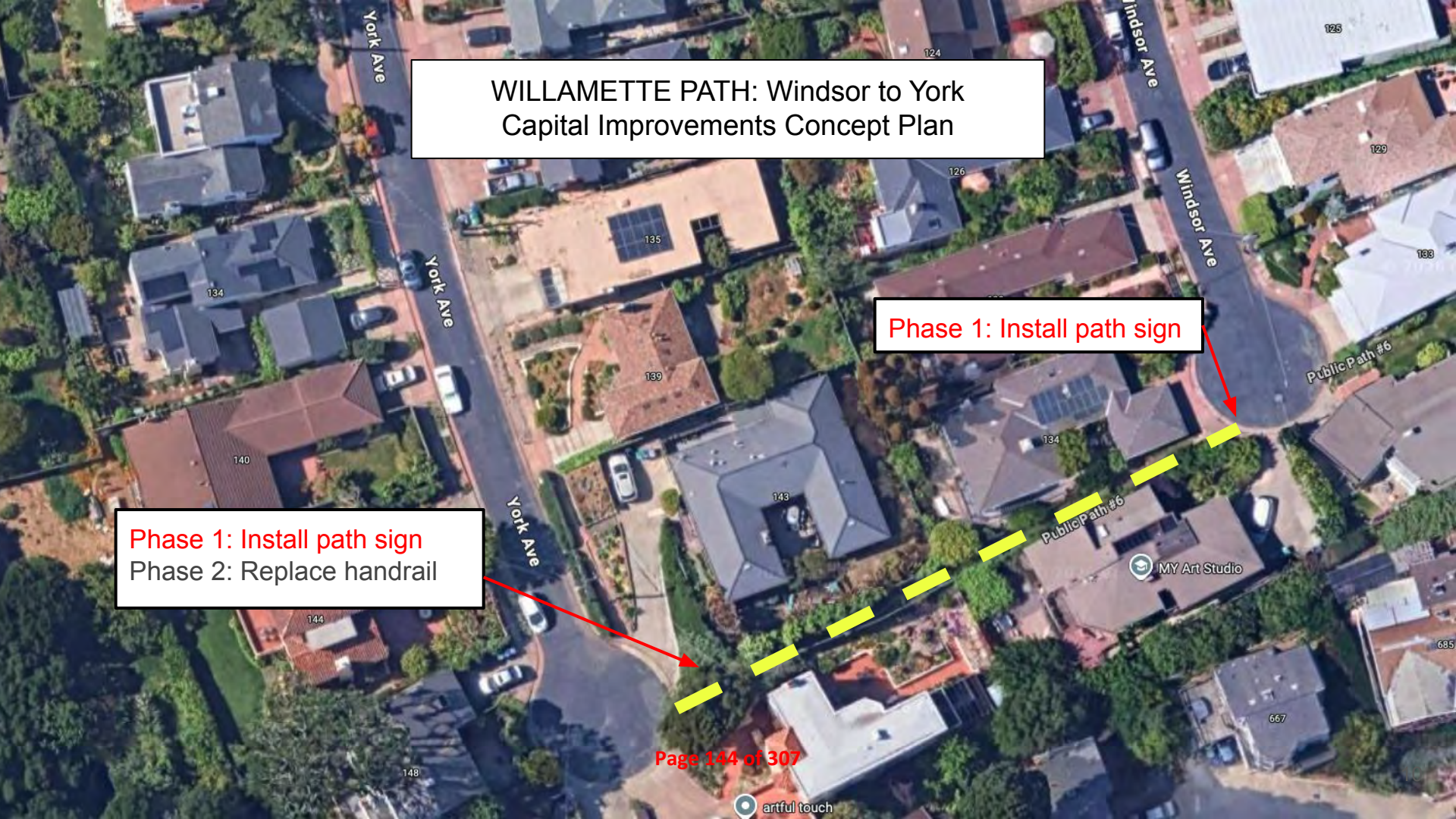
East entrance needing signage



Central section where wood steps could improve stability



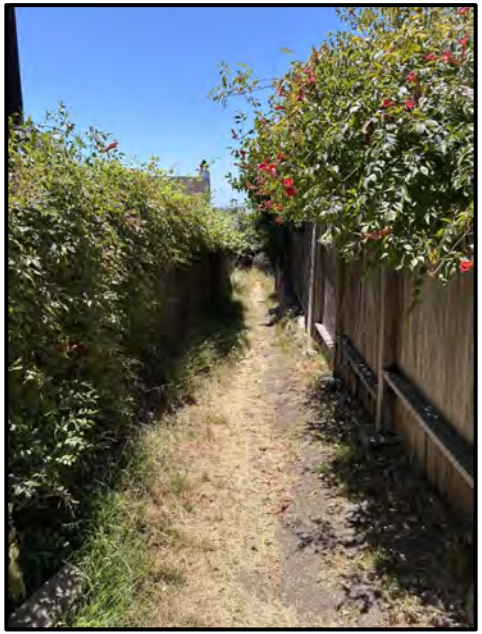
West entrance needing signage and review of drainage at curb


WILLAMETTE PATH: Windsor to York
Capital Improvements Concept Plan
Phase 1: Install path sign
Phase 1: Install path sign
Phase 2: Replace handrail
York Ave
York Ave
York Ave
Windsor Ave
Windsor Ave
Public Path #6
Public Path #6
MY Art Studio
artful touch
124
125
126
129
133
134
135
139
140
143
144
148
667
685

WILLAMETTE PATH: Windsor to York
Existing Conditions Photos



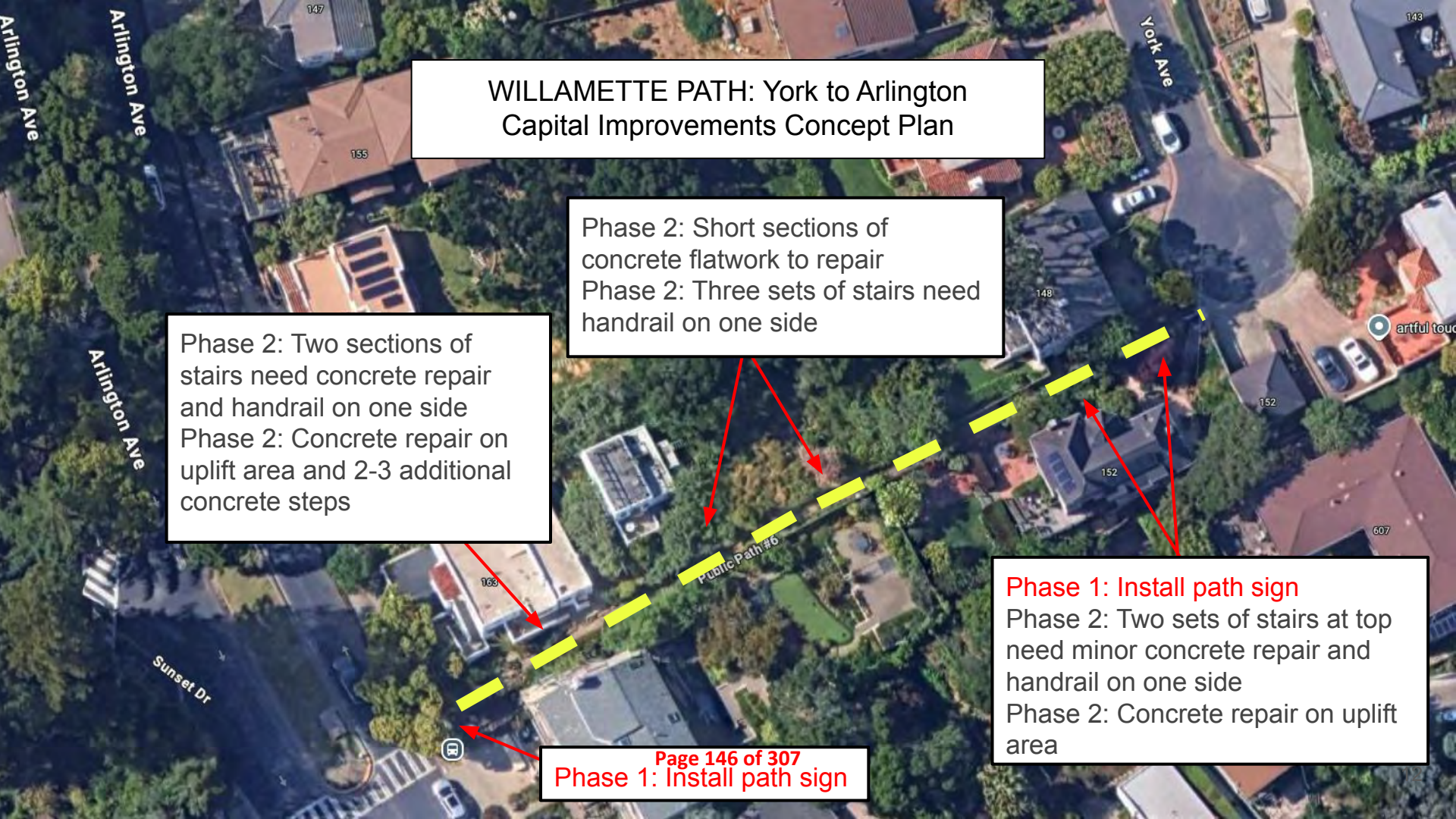
East entrance needing signage and vegetation clearing



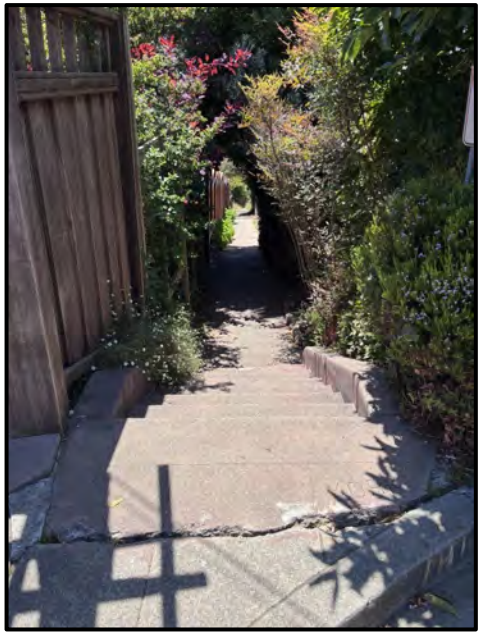
General conditions needing vegetation clearing



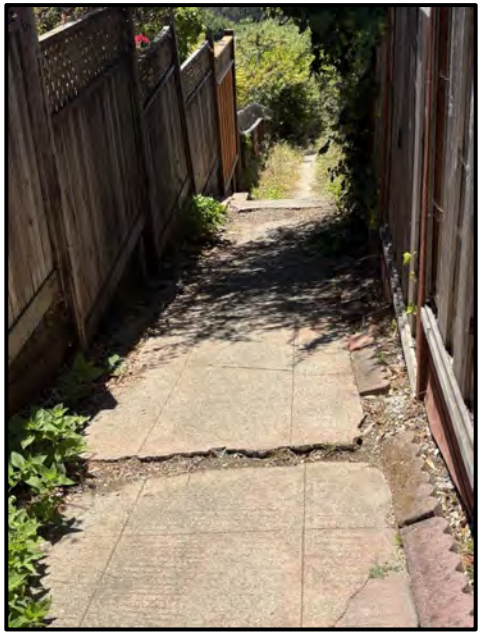
West entrance needing handrail replacement, signage


WILLAMETTE PATH: York to Arlington
Capital Improvements Concept Plan
Phase 2: Short sections of concrete flatwork to repair
Phase 2: Three sets of stairs need handrail on one side
Phase 2: Two sections of stairs need concrete repair and handrail on one side
Phase 2: Concrete repair on uplift area and 2-3 additional concrete steps
Phase 1: Install path sign
Phase 2: Two sets of stairs at top need minor concrete repair and handrail on one side
Phase 2: Concrete repair on uplift area
Page 146 of 307
Phase 1: Install path sign
Arlington Ave
Arlington Ave
Arlington Ave
York Ave
Sunset Dr
Public Path #6
147
155
148
152
152
143
607
163

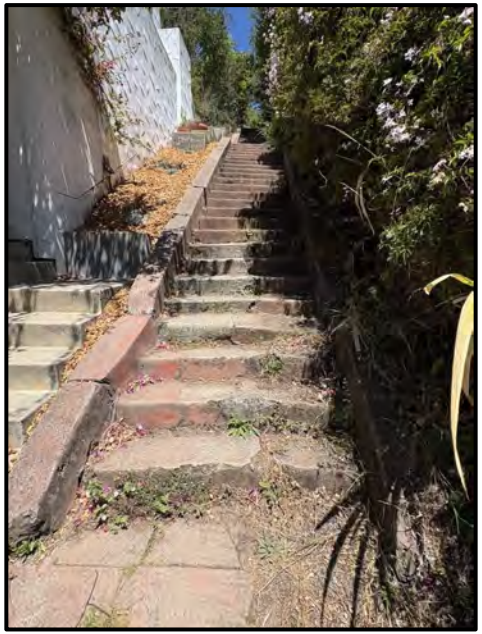
WILLAMETTE PATH: York to Arlington
Existing Conditions Photos



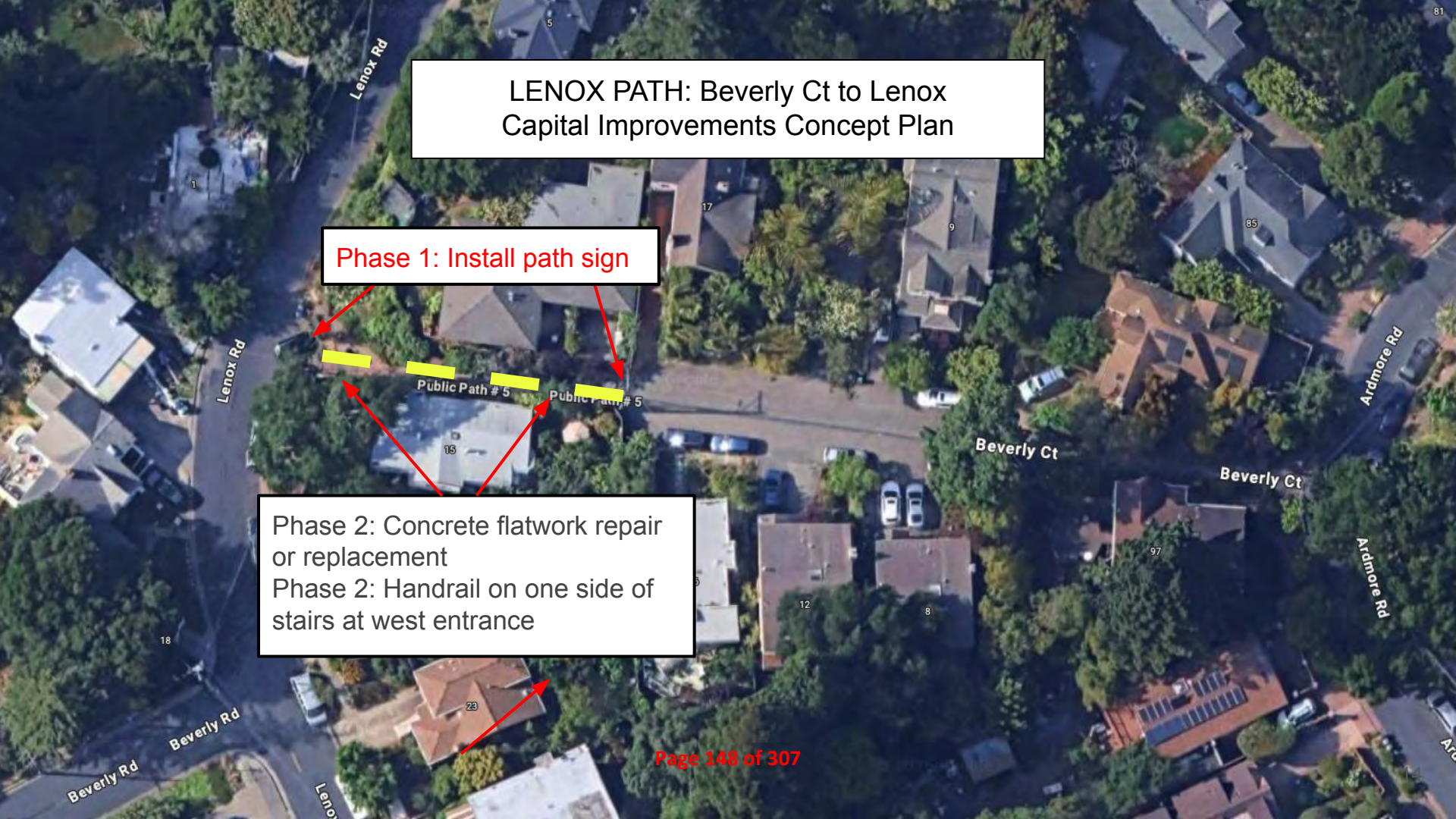
East end showing need for minor stair repair and handrail



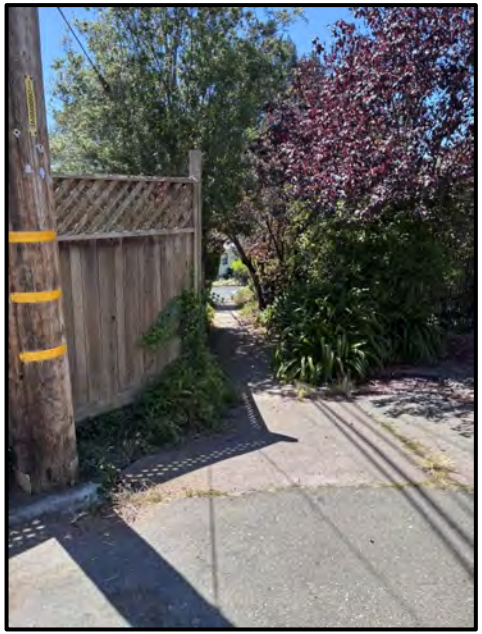
Middle of path showing concrete flatwork needing repair



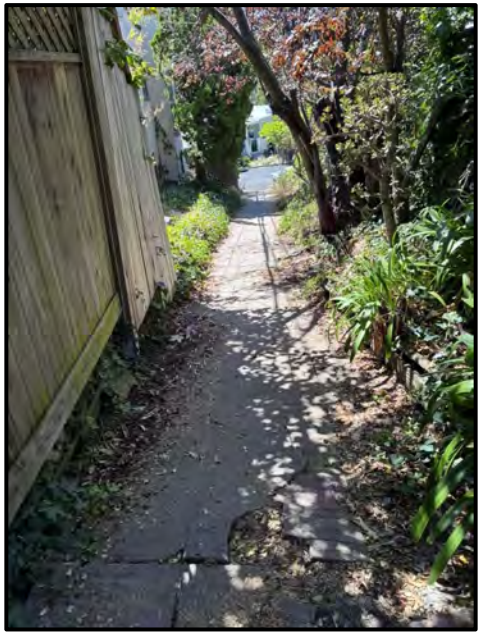
West end stairs needing repair and handrail


LENOX PATH: Beverly Ct to Lenox
Capital Improvements Concept Plan
Phase 1: Install path sign
Public Path # 5
Public Path # 5
Phase 2: Concrete flatwork repair or replacement
Phase 2: Handrail on one side of stairs at west entrance
Lenox Rd
Lenox Rd
Beverly Ct
Beverly Ct
Ardmore Rd
Ardmore Rd
Beverly Rd
Beverly Rd
Page 148 of 307

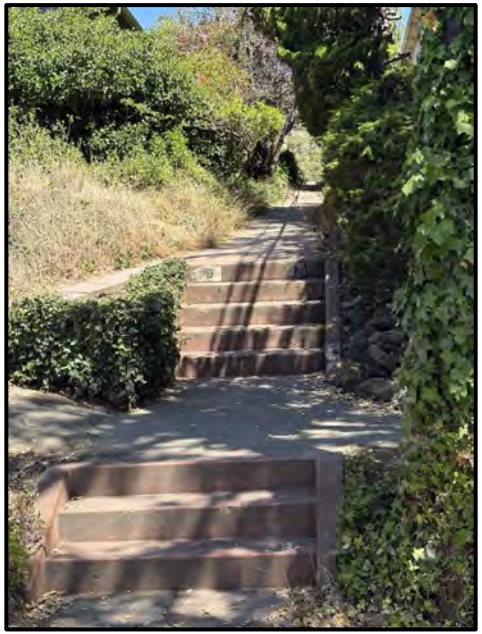
LENOX PATH: Beverly Ct to Lenox
Existing Conditions Photos



East entrance needing path sign



Top of path needing concrete flatwork repair



West entrance stairs needing handrail on one side

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Receive and file the SB-165 Annual Report for the Kensington Community Services District's Supplemental Police Tax for 2026/2027

RECOMMENDATION:

Motion to receive and file the SB-165 Annual Report for the Kensington Community Services District supplemental police tax which shows compliance for fiscal year 2027.

BACKGROUND:

The voters in Kensington approved a supplemental tax specifically to assist with funding the Kensington Police Department. The money received from the property owners each year must be specifically applied to the police operations.

Senate Bill 165 requires that the Board of Directors acknowledges that monies received for a specific fiscal year balance with monies spent for the same specific year and that the purpose of the special tax properly applied. The money is designated for "the purpose of obtaining, operating, maintaining and expanding police protection service, facilities and equipment, salaries and benefits to police personnel and for other necessary police protection service expenses of the District."

The annual police budget runs around three million dollars per year. The attached records on the tax levy show the district receiving $696,072 for the year. Thus, the operating expenses for the police department use the full dollar amount generated by the police tax.

EXHIBIT(S):

- Kensington Police 2026-27 Annual Summary Report
- SB 165 Annual Police Tax Report Clarification Email

KENSINGTON COMMUNITY SERVICES DISTRICT

Fiscal Year 2026/27 Final Levy Summary Report For:

POLICE TAX AND SUPPLEMENTAL POLICE TAX

October 2026

NBS
helping communities
fund tomorrow since 1996
nbsgov.com

FISCAL YEAR 2026/27 LEVY SUMMARY

Police Tax

In 1994, the voters of the Kensington Police Protection and Community Services District (the "District") approved a special tax to provide a source of funding for police protection services. The special tax is not increased annually.

The following table provides a summary of the Fiscal Year 2026/27 final levy amount.

Class of Improvement or Use	Number of Parcels	Rate per Parcel	Total Levy
Single Family Residential	2,101	$300.00	$630,300.00
Multiple Unit Residential	88	450.00	39,600.00
Commercial and Institutional	27	450.00	12,150.00
Miscellaneous Improved Property	3	300.00	900.00
Unimproved Property	35	90.00	3,150.00
Totals:	**2,254**		**$686,100.00**

Supplemental Police Tax

In 2010, the voters of the District approved a supplemental special tax to raise revenue to support police protection services by the Kensington Police Department. The purpose of the supplemental special tax is to raise revenue only for the purposes of obtaining, operating, maintaining, and expanding police protection service, facilities and equipment, for paying for salaries and benefits to police personnel, and for such other necessary police protection service expenses of the District as such services shall be made available throughout the District.

The annual maximum supplemental special tax will be increased by the Consumer Price Index (CPI). The Supplemental Police Tax will be levied in perpetuity.

As directed by the District, the supplemental special tax will be levied at the maximum rate for Fiscal Year 2026/27.

The following table provides a summary of the Fiscal Year 2026/27 final levy amount.

Class of Improvement or Use	Number of Parcels	Rate per Parcel (1)	Total Levy
Single Family Residential	2,101	$324.30	$681,354.30
Multiple Unit Residential	88	486.45	42,806.72
Commercial and Institutional	27	486.45	13,133.88
Miscellaneous Improved Property	3	324.30	972.90
Unimproved Property	35	97.29	3,404.80
Totals:	**2,254**		**$741,672.60**

(1) Represents 100% of the Fiscal Year 2026/27 Maximum Rate. May include even cent rounding adjustment for placement on the Contra Costa County tax roll.

NBS
Melissa Ellico, Project Manager
Kristin Harvey, Client Success Ambassador

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

(a) The amount of funds collected and expended.

(b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

The requirements of the Act apply to:

Kensington Community Services District

Supplemental Police Tax

PURPOSE OF SPECIAL TAX

The purpose of the Supplemental Police Tax revenue is for obtaining, operating, maintaining and expanding police protection service, facilities and equipment, salaries and benefits to police personnel, and for other necessary police protection service expenses of the District.

COLLECTIONS & EXPENDITURES – (CUMULATIVE)

Fund	Total Amount Collected (1)	06/30/2026 Balance	Amount Expended (2)	Service Status
Supplemental Police Tax Fund	$696,072.66	$0.00	$696,072.66	Ongoing

(1) Equal to the Fiscal Year 2025/26 levy amount, less delinquencies, if any.
(2) Amount Expended is the difference between Total Amount Collected and the 6/30/2026 Balance.

From: Melissa Ellico <mellico@nbsgov.com>
Sent: Monday, November 2, 2026 9:50 AM
To: David Aranda <DAranda@kppcsd.org>; Lynelle Lewis <llewis@kppcsd.org>
Subject: RE: Annual Levy Report

David,

Hello. I hope you are doing well.

The SB165 is reporting 2025/26 tax year information. We use the total collected from the Supplemental Tax Summary report.

District	Due Date	Billed Amount	Paid Amount
Suppl. Police - Supplemental Police Tax			
	08/01/2024 Billing:		
	12/10/2024	$352,761.48	$349,938.53
	04/10/2025	$352,761.48	$340,605.80
	Subtotal:	**$705,522.96**	**$690,544.33**
	08/01/2025 Billing:		
	12/10/2025	$357,221.50	$353,706.77
	04/10/2026	$357,221.50	$342,365.89
	Subtotal:	**$714,443.00**	**$696,072.66**
Suppl. Police	**Total:**	**$8,922,684.84**	**$8,740,708.03**
Agency Grand Total:		**$8,922,684.84**	**$8,740,708.03**

We have been reporting this way historically.

The $741k is the total placed on this year's tax roll for the 2026/27 tax year. We run about a 2 to 2.5% delinquency rate, so projected received would be less.

Additionally, you are not asking the Board to confirm anything, it is an information item only. The requirement for the SB165 is that it be "filed with the governing authority", so no action is needed beside acknowledging that it is received by the Board.

Please let me know if you have additional questions.

Thanks,

MELISSA ELLICO | manager

800.676.7516 | mellico@nbsgov.com | nbsgov.com

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

SUBMITTED BY: Mike Gancasz, Chief of Police

PRESENTED BY: Mike Gancasz, Chief of Police

SUBJECT: Approve A Five-Year Contract with Motorola for $92,848 Which Provides Five Community ALPR Cameras and In-Car Video Equipment for Six Patrol Vehicles

---

RECOMMENDATION:

Approve a five-year contract with Motorola for $92,848 which provides five community ALPR cameras and in-car video equipment for six patrol vehicles.

BACKGROUND:

The District entered into an agreement with FLOCK for five ALPR cameras. In response to concerns raised by some directors and community members, Chief Gancasz temporarily removed the cameras from service and audited their use. He also reviewed FLOCK's practices and compared them with those of other vendors, including pricing and available options.

The Chief will provide the details on the attached proposal. The General Manager supports the Chief in asking the board to approve the Motorola contract both for the safety of the police officers and the community.

EXHIBIT(S):

- Community Safety Camera Proposal November 1, 2026

KENSINGTON POLICE DEPARTMENT
Mike Gancasz, Chief of Police

10940 San Pablo Ave • El Cerrito, CA 94530
Main: 510-526-4141 • Fax: 510-526-1028
www.kppcsd.org

M E M O R A N D U M

DATE: November 1, 2026
TO: Board of Directors, Kensington Community Services District
VIA: D. Aranda, General Manager
FROM: M. Gancasz, Chief of Police
SUBJECT: **Restoring the Community Safety Camera Program: ALPR and In-Car Video**

Purpose

This memorandum explains how the District arrived at the proposal before you and introduces the attached presentation, which recommends restoring Kensington's license plate reader capability through Motorola Solutions and adding in-car video to the patrol fleet.

Background

The Board approved the Flock Safety camera program, and since 2024 the Department has operated five automated license plate reader (ALPR) cameras as a force multiplier against vehicle-related crime in Kensington, including vehicle theft, catalytic converter and vehicle-parts theft, auto burglary, and hit-and-run collisions. A substantial share of our case reports involve a vehicle but little or no suspect information. ALPR allowed officers to turn those incidents into investigative leads. The program has operated under Lexipol Policy 426 and California Civil Code § 1798.90.5 et seq., with annual audits.

The 90-Day Review and Its Findings

On February 12, 2026, I temporarily suspended ALPR functionality for a 90-day evaluation. This decision was not made lightly. Reports of alleged unauthorized access to camera data in other jurisdictions had raised public concern. Those reports did not involve Kensington, but public confidence is foundational to any public safety program. Out of an abundance of caution, the Department reviewed access controls and auditing procedures, data retention and sharing protocols, policy language and oversight, and alignment with current legal standards.

> The review confirmed what our operating history had already shown: **the cameras worked exceptionally well, the system was secure, and Kensington had no violations.** There was no misuse by our officers and no improper access to or sharing of Kensington data, including with federal agencies.

The Department's most recent annual ALPR audit (August 1, 2024 – August 1, 2025) reached the same conclusion. Every sampled inquiry was supported by a valid case number and an approved investigative purpose, retention rules were followed, and the audit found no errors, policy violations, or improper access.

Why the Flock Contract Was Canceled

The review cleared the technology and the Department's use of it. The concern that remained was with the vendor. Flock was not providing the level of service, accountability, and public confidence the District expects from a partner entrusted with community data. In July 2026, I canceled the Flock contract and directed staff to identify a vendor that could deliver the same capability with stronger safeguards. Staff solicited competitive quotes from Motorola Solutions and Axon Enterprise.

The Cost of Going Without

Since the cameras were turned off, several investigations have gone without the vehicle leads that ALPR previously provided. Officers have relied on traditional investigative methods and heightened situational awareness. Without hot-list alerts, however, they no longer receive advance notice when a stolen or wanted vehicle enters the community. That information matters most in the moments before a traffic stop or field contact, and its absence is an officer safety concern.

What We Heard From the Community

At this year's National Night Out, the cameras were the subject I heard about most. In most of those conversations, residents asked that the cameras be turned back on. Their message aligns with what our review found: the community values this technology and wants it in service, operated responsibly and transparently.

The Path Forward

The attached presentation recommends two five-year agreements with Motorola Solutions:

- **Community ALPR.** Five Motorola L6Q solar-powered cameras at the same Board-approved locations, installed and trained by Motorola at no cost, for $48,855 over five years. That is about $26,000 less than the prior Flock contract for equivalent capability.
- **In-car video.** Six Motorola M500E systems for the patrol fleet, a capability the Department does not have today. In-car video provides an independent record of every stop, activates automatically on lights, siren, speed or a crash, and documents prisoner transport, for $43,993 over five years, roughly 28 percent less per unit than Axon.

The combined program costs $92,848 over five years, about $43,000 less than the comparable Axon program. Relative to the District's prior Flock-only spending, the net increase is about $3,570 per year, and the District gains a six-vehicle in-car video system. No new appropriation is requested.

The program will continue to operate under the Department's ALPR policy, California ALPR law (SB 34), and the California Values Act (SB 54), which prohibits use or sharing of the data for immigration enforcement. The new agreement carries forward all of the safeguards the Board approved under the prior camera contract, and it can be further tailored at the District's preference.

A Negotiated Package

Equipping the patrol fleet with in-car video has been a Department priority for several years. Each time it was evaluated, the cost of a stand-alone system was prohibitive. When the Flock contract ended, staff saw an opportunity and invested significant time negotiating with Motorola to combine both programs into a single agreement. The result places cameras in the community and in six patrol vehicles at a substantially reduced cost, an outcome neither program could achieve on its own.

The pricing depends on the two programs being purchased together. Staff therefore recommends that the Board approve both components as a single package.

Recommendation

Staff respectfully recommends that the Board of Directors:

1. Authorize the General Manager to execute five-year agreements with Motorola Solutions for five L6Q ALPR cameras and six M500E in-car video systems, at a cost not to exceed $92,848.54 over the term, subject to District Counsel review;
2. Confirm replacement of the District's canceled Flock Safety service with the Motorola L6Q ALPR system;
3. Authorize funding of the ALPR cost from the Flock / Community Safety Camera line item, and the in-car video increment from the Police Equipment & Supplies or Traffic Safety line item, at the Board's direction; and
4. Direct staff to return with an implementation update following installation.

Closing

Technology in policing must be both effective and trusted. This program restores a tool that has proven its value to Kensington, adds a new layer of protection for our officers, and does so with stronger safeguards and at a lower cost than any alternative we evaluated. Thank you for your continued partnership and trust.

Respectfully submitted,

Michael Gancasz

Chief of Police, Kensington Police Department

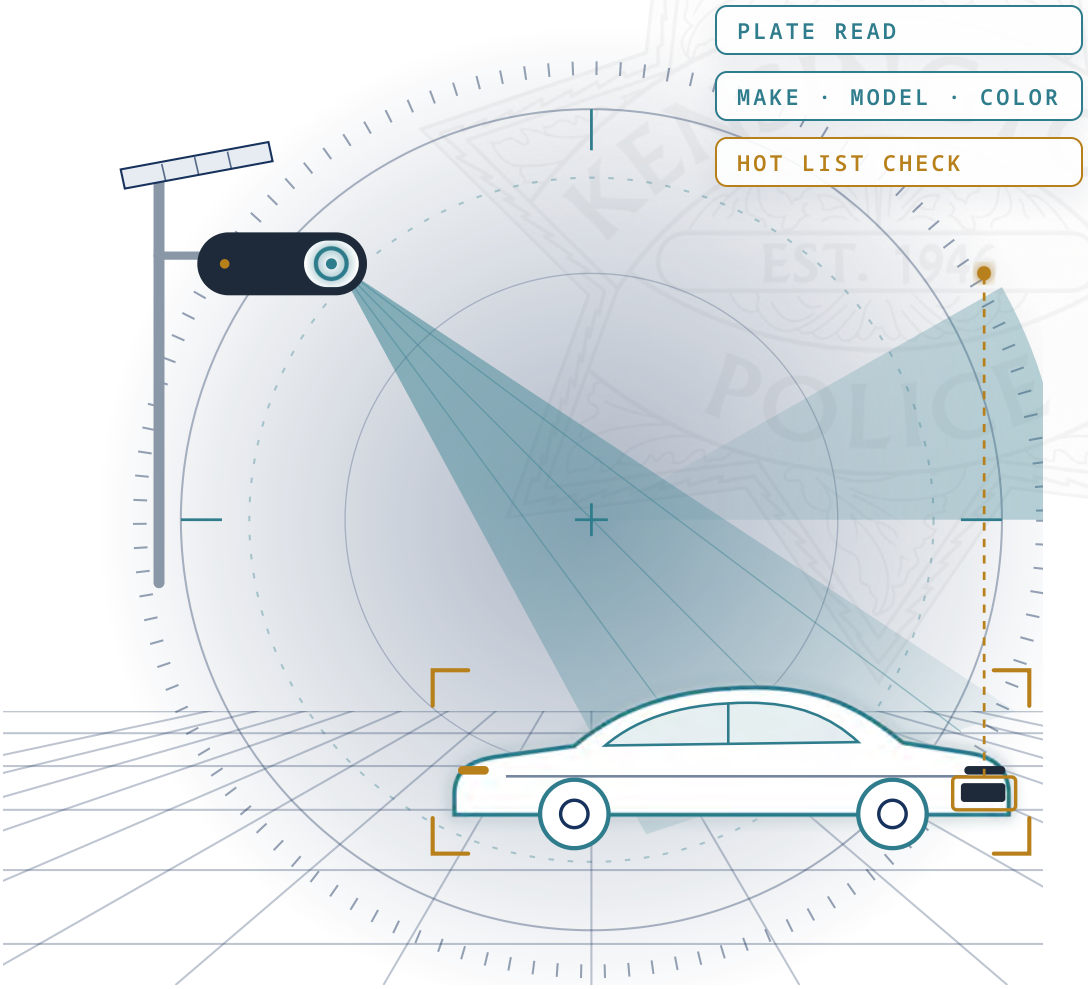
Attachments

1. Board Presentation: Kensington Community Safety Camera Program
2. Motorola L6Q ALPR Quote (Quote 3766608)
3. Motorola M500E In-Car Video Quote (Quote 3765420)
4. Motorola Solutions Customer Agreement (draft, pending District Counsel review)

KENSINGTON POLICE DEPARTMENT · EST. 1946

BOARD PROPOSAL

Safer streets.
Safer officers.
Smarter spending.



The Kensington Community Safety Camera Program: Motorola license plate cameras in the community and in-car video across the patrol fleet.

MICHAEL GANCASZ · CHIEF OF POLICE · NOV 12, 2026

THE RECOMMENDATION

Approve two five-year Motorola agreements that protect the community and the officers who serve it.

5
community ALPR cameras at the Board-approved locations

6
patrol vehicles equipped with in-car video

$92,848
five-year total, tax included, not to exceed

THE DECISION

This decision was not made lightly

2024	Five ALPR cameras deployed as a force multiplier against vehicle crime.
FEB 12, 2026	ALPR paused for a 90-day governance and safeguards review after incidents in other cities.
REVIEW	No flaws, misuse or security issues in Kensington's system. Confidence in the vendor was the problem.
JULY 2026	Flock contract canceled. Competitive quotes sought from Motorola and Axon.
TODAY	Motorola recommended for community cameras and in-car video.

CHIEF OF POLICE

Our review found no misuse, and many residents told me they were disappointed to lose the cameras. Technology in policing must be both effective and trusted. This program delivers both.

FEB 12 COMMUNITY MESSAGE

Every commitment from February, delivered

WE COMMITTED TO	THIS PROPOSAL DELIVERS
Review system access controls and auditing procedures	Multi-factor sign-in, every search logged, audit records kept one year or more
Re-examine data retention and sharing protocols	30-day purge of non-investigative data; sharing only as approved by the Police Department
Evaluate policy language and oversight mechanisms	Lexipol Policy 426 and the annual ALPR audit continue; last audit found zero misuse
Ensure alignment with legal standards and best practices	California ALPR law (SB 34) and the California Values Act (SB 54)
Assess community feedback on privacy, transparency and retention	A new vendor, with every safeguard the Board approved under the prior contract

CONTRACT PROTECTIONS

Our commitment to public trust

The same safeguards the Board approved with the prior contract, tailored further at the District's preference

01

Same safeguards as before

Every safeguard the Board approved under the prior camera contract carries forward.

02

The Department controls sharing

The Police Department decides what data is shared, and with whom, case by case.

03

No immigration enforcement

California law (SB 54) and Department policy bar sharing for immigration enforcement.

04

Governed by law and policy

California ALPR law (SB 34) and Lexipol Policy 426 govern every query.

05

Tailored to the District

The agreement can be adjusted further at the District's preference.

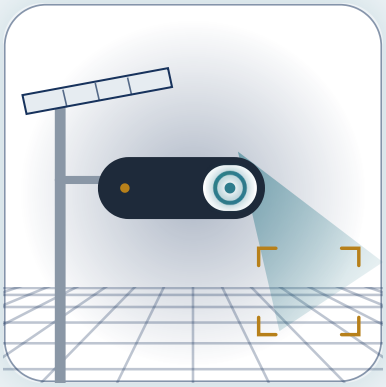
06

California law, local venue

Disputes resolved under California law in the Bay Area.

THE PROGRAM

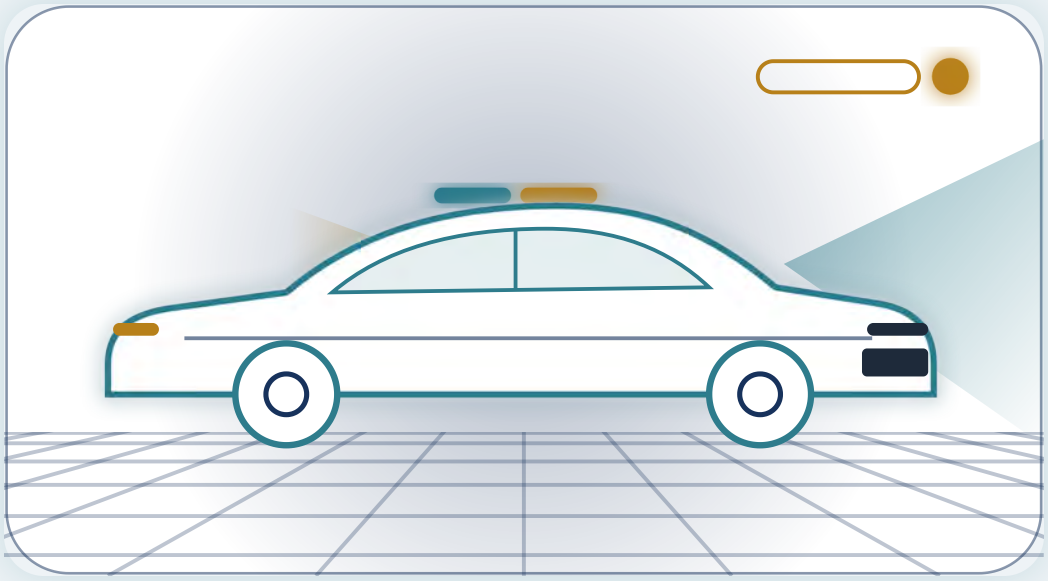
One program, two layers of protection



LAYER 01 · COMMUNITY

5 Motorola L6Q ALPR cameras

- Solar-powered and cellular: no trenching or wiring
- Same five Board-approved locations
- Installed and trained by Motorola at no cost



LAYER 02 · FLEET

6 Motorola M500E in-car video systems

- 4K forward camera and infrared cabin camera
- Records on lights, siren, speed or crash
- Exports to our existing Axon evidence system

COMMUNITY CAMERAS

A lead when the vehicle is the only clue

Reads more than the plate
Captures make, model, color and speed, even in low light.

Works around the clock
Long-range infrared and a starlight sensor read plates in total darkness.

Hot-list alerts
Officers are notified when a stolen or wanted vehicle passes.

Runs anywhere
Solar panel, battery and built-in cellular; weather-rated IP67.

Tamper-proof
A secured shroud that blends into its surroundings.

HELPS SOLVE

- **Vehicle theft and recovery**
- **Catalytic converter and parts theft**
- **Auto burglary**
- **Hit-and-run collisions**
- **Missing and at-risk persons**
- **Wanted suspects and fugitives**

REGIONAL NETWORK

Joining a proven regional network

25

Bay Area agencies already use Motorola ALPR. Contra Costa agencies are shown in green; outside agencies are shown in blue.

Kensington approves sharing case by case. Requests are reviewed individually, never granted agency-wide.

BART Police	Belvedere PD	Concord PD	Contra Costa Sheriff
Danville PD	Emeryville PD	Hayward PD	Hillsborough PD
Lafayette PD	Marin Co. Sheriff	Martinez PD	NCRIC
Orinda PD	Pinole PD	Pleasant Hill PD	Ross Valley Schools
San Francisco PD	San Leandro PD	S.M. Co. Auto Theft TF	San Mateo PD
San Mateo Union HSD	San Pablo PD	Sausalito PD	Tiburon PD
Walnut Creek PD			

Contra Costa County Outside Contra Costa County

IN-CAR VIDEO

An independent witness on every stop



4K forward camera
Shows driving behavior before the stop, including DUI cues.

Infrared cabin camera
Documents prisoner transport, even in total darkness.

Hands-free triggers
Lights, siren, speed or a crash start recording.

Built for the worst moment
Backup power records after a crash; 256 GB encrypted storage.

Seamless evidence
Auto upload, unlimited cloud storage, export to Axon.

OFFICER SAFETY

Officer safety and public safety

Know before you approach
Hot-list alerts flag stolen or wanted vehicles before an officer makes contact.

Backup when it counts
In-car video records even if a body camera is not activated, fails or is dislodged.

The full picture
A second, wide vantage point shows what happened before and during a stop.

Stronger prosecutions
Clear video of driving behavior supports traffic and DUI cases in court.

Faster complaint resolution
Objective video protects officers from false claims and residents from misconduct.

Lower liability exposure
Corroborating video in use-of-force, pursuit and collision reviews reduces District risk.

TRUST & COMPLIANCE

Secure by design. Lawful by policy.

Security

- FIPS-certified encryption in transit and at rest
- Multi-factor authentication and single sign-on
- Every search logged; audit records kept one year or more
- Lockout after failed logins; unused accounts auto-disabled
- Attested to NIST 800-53 and ISO 27001, 27017 and 27018; aligned with CJIS

Law and policy

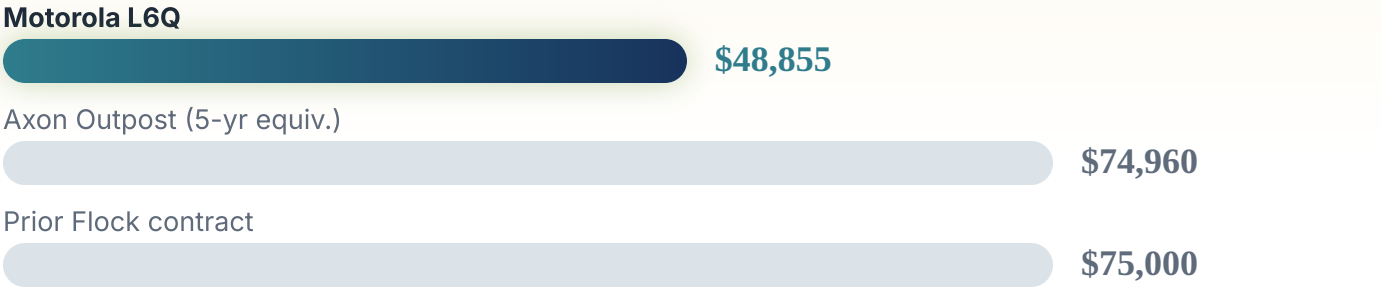
- California ALPR law, Civil Code §1798.90.5 et seq. (SB 34)
- California Values Act (SB 54): no use or sharing for immigration enforcement
- Lexipol Policy 426 governs every query
- Non-investigative data purged after 30 days
- Not monitored in real time; never used for traffic tickets, unpaid fines or lawful activity

2024–25 annual ALPR audit: zero errors, policy violations, misuse or improper access.

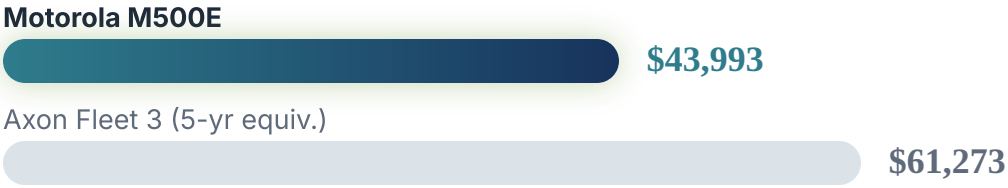
FISCAL CASE

Motorola costs less on every line

Community ALPR · 5 cameras · 5 years — SAVES ~$26,100



In-car video · 6 vehicles · 5 years — SAVES ~$17,300



THE VALUE

Community and fleet together: more for less

$43,386
less than the comparable Axon program for both systems

$26,145
less than the prior Flock contract for the same ALPR capability

~$3,570
a year above prior Flock-only spending buys six in-car video systems

ALPR savings fund most of the new in-car video program: a $43,993 capability for a net increase of about $17,848 over five years.

FIVE-YEAR PLAN

Five-year cost and funding plan

YEAR	ALPR	IN-CAR	TOTAL
Year 1	$8,985	$27,666	$36,651
Year 2	$8,985	$3,197	$12,182
Year 3	$8,985	$3,197	$12,182
Year 4	$8,985	$3,197	$12,182
Year 5	$8,985	$3,197	$12,182
Est. sales tax	$3,931	$3,540	$7,471
Five-year total	**$48,855**	**$43,993**	**$92,848**

FUNDING

No new appropriation requested

ALPR: existing Flock / Community Safety Camera line item.

In-car video increment: Police Equipment & Supplies or Traffic Safety, at the Board's direction.

Quoted pricing is level across the five-year term.

WHAT HAPPENS NEXT

What happens next

STEP 01

Board approval

November 12, 2026 regular meeting.

STEP 02

Contract signed

Agreement executed with the prior safeguards in place.

STEP 03

Community cameras live

Motorola installs at approved sites and trains officers.

STEP 04

Fleet upfit

Six patrol cars equipped; evidence linked to Axon.

STEP 05

Report back

Implementation update to the Board; annual ALPR audit continues.

THE MOTION

Recommended Board action

1. Authorize the General Manager to execute five-year agreements with Motorola Solutions for five L6Q ALPR cameras and six M500E in-car video systems, not to exceed $92,848.54, subject to District Counsel review.
2. Confirm replacement of the District's canceled Flock Safety service with the Motorola L6Q ALPR system.
3. Fund the ALPR cost from the Flock / Community Safety Camera line item, and the in-car video increment from Police Equipment & Supplies or Traffic Safety.
4. Direct staff to return with an implementation update after installation.

Thank you for your continued partnership and trust.

MOTOROLA SOLUTIONS

QUOTE-3766608
VaaS (5) L6Q

Billing Address:
KENSINGTON POLICE DEPT
217 ARLINGTON AVE
KENSINGTON, CA 94707
US

Shipping Address:
KENSINGTON POLICE DEPT
217 ARLINGTON AVE
KENSINGTON, CA 94707
US

Quote Date:08/12/2026
Expiration Date:11/01/2026
Quote Created By:
Adam Pinchok
Adam.Pinchok@
motorolasolutions.com

End Customer:
KENSINGTON POLICE DEPT
Brian Lande

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	L6Q as a Service						
1	VSFS-L6Q-SOL-S-SIM	FIXED LPR SUBSCRIPTION PACKAGE - L6Q (SOLAR) W/ CELLULAR	5	5 YEAR	$14,974.80	$8,984.88	$44,924.40
2	VERIZON-LTE-DATA	SOFTWARE,VERIZON-LTE-DATA	5	5 YEAR	Included	Included	Included
3	VSD-51561	VERIZON-NANO-SIM	5		$0.00	$0.00	$0.00
4	VS-DLF-01	DEVICE LICENSE FEE	5	5 YEAR	Included	Included	Included
5	VSQ-60-104	L6Q CAMERA - NORTH AMERICA, 25MM	5		Included	Included	Included
6	VSB-60-977	KIT, 80W SOLAR PANEL AND 12V45AH BATTERY	5		Included	Included	Included
7	LSV07S06337A	LPR 5Y ESSENTIAL W/ ADV REP	5	5 YEARS	Included	Included	Included
	Investigative LPR Applications						
8	VS-VM-HS	SOFTWARE,VEHICLEMANAGER HOSTED SUBSCRIPTION*	1	3 YEAR	$10,500.12	$0.00	$0.00
9	VS-CD-HS	SOFTWARE, COMMERCIAL DATA SUBSCRIPTION	1	3 YEAR	$12,750.00	$0.00	$0.00
10	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		$330.00	$0.00	$0.00
Subtotal							$44,924.40

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Estimated Tax	$3,930.89
Grand Total	$48,855.29(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		$0.00
Upfront Subscription Fee		
Investigative LPR Applications	Annually	$0.00
L6Q as a Service	Annually	$8,984.88
Sub Total:		**$8,984.88**

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
Investigative LPR Applications	Annually	$0.00	$0.00
L6Q as a Service	Annually	$8,984.88	$8,984.88
Year 3 Subscription Fee			
Investigative LPR Applications	Annually	$0.00	$0.00
L6Q as a Service	Annually	$8,984.88	$8,984.88
Year 4 Subscription Fee			
L6Q as a Service	Annually	$8,984.88	$8,984.88
Year 5 Subscription Fee			
L6Q as a Service	Annually	$8,984.88	$8,984.88
Sub Total:			**$35,939.52**

Grand Total System Price (Inclusive of Upfront and Annual Costs)	**$44,924.40**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Dave Callister internal employee will be doing the install for 0 cost and provide training on how the department can quick deploy the L6Qs themselves

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

INVESTIGATIVE LPR APPLICATIONS VEHICLEMANAGER SOLUTION DESCRIPTION



VEHICLEMANAGER / VEHICLEMANAGER ENTERPRISE

VehicleManager / VehicleManager Enterprise is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.

Key Features and Benefits:

- **Advanced Search Capabilities**: Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display**: View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options**: Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics**: Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts**: Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management**: Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures**: Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

INVESTIGATIVE LPR APPLICATIONS COMMERCIAL DATA SOLUTION DESCRIPTION



COMMERCIAL DATA

Commercial Data is a subscription service providing access to commercial license plate recognition (LPR) scans. This commercial data set is maintained separately from law enforcement and enterprise data to meet CJIS compliance requirements.

Key Features and Benefits:

- **Extensive Data Access**: Access a vast database of commercial LPR scans, enhancing vehicle location insights with a greater quantity of data points.
- **Compliance and Security**: Ensure data integrity and compliance with CJIS requirements by maintaining separate databases for commercial and law enforcement data.
- **Improved Location Insights**: Leverage the extensive commercial dataset to generate more accurate and comprehensive vehicle location insights.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

L6Q CAMERA SYSTEM SOLUTION DESCRIPTION



L6Q CAMERA SYSTEM

The L6Q camera system revolutionizes license plate recognition (LPR) technology with its sophisticated capabilities, streamlined design, and consumer-grade installation process. This innovative system is ideal for law enforcement agencies and businesses seeking to enhance security through efficient and effective LPR. The L6Q seamlessly integrates with our backend software, VehicleManager or ClientPortal, to offer a comprehensive solution for building or supplementing a camera network, ensuring the safety and security of the communities they serve.

Key Features and Benefits:

- **Easy Install Out-of-Box**: The L6Q's user-friendly design, convenient carry case, and intuitive out-of-box workflow enable one-person installation and activation in minutes, using a smartphone for ultimate ease.
- **Precise Data Collection**: Configure the L6Q to capture vehicles moving at specific speeds and directions. It collects detailed information beyond license plates, including vehicle make, model, color, and speed, even in low-light conditions, enhancing investigative capabilities.
- **Versatile Power Options**: The L6Q operates anywhere with solar, AC/DC, Pole Tap, and internal battery options. It's built to withstand weather conditions and rated to IP67.
- **Amplified Insight & Awareness**: Beyond license plate data, the L6Q has advanced software for managing hot lists, alerts, searches, and patented analytics. Agencies control data retention and sharing, ensuring security and compliance.
- **App-Based Configuration & Activation**: Use the Mobile Companion app on Android or iOS for quick on-site setup. Scan the camera's QR code for guided configuration, including live video-enabled aiming and adjustable image capture regions for improved accuracy.
- **Advanced Night Vision**: Equipped with long-range infrared (IR) illumination and a starlight sensor, the L6Q can scan vehicles even in total darkness, ensuring round-the-clock operation.
- **Tamper-Proof Design**: The L6Q is built to be physically secure with a tamper-proof shroud, easily customized to blend with various environments.

Deploy the L6Q to enhance your LPR capabilities with a system designed for ease of use, versatility, and advanced data insights.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
  - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
  - CompTia Network + Certification
  - Networking Degree in IT
  - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
  - Electrical Certification/Permitting
    - Low Voltage Certification
    - High Voltage Certification
- Equipment Certification
  - Bucket Truck Certification
  - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location (“Site”), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Netowrk Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
  - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with fstandard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

ATTACHMENT: **NA DIRECT** Statements of Work

Please attach when applicable:

- LPR Remote Monitoring SOW
- LPR Standard Onsite Replacement SOW
- LPR Onsite Response & Replacement SOW
- LPR Preventive Maintenance SOW

MOTOROLA SOLUTIONS

QUOTE-3765420
6 M500E and DEMS Ext

Billing Address:
KENSINGTON POLICE DEPT
217 ARLINGTON AVE
KENSINGTON, CA 94707
US

Shipping Address:
KENSINGTON POLICE DEPT
217 ARLINGTON AVE
KENSINGTON, CA 94707
US

Quote Date:08/11/2026
Expiration Date:11/01/2026
Quote Created By:
Adam Pinchok
Adam.Pinchok@
motorolasolutions.com

End Customer:
KENSINGTON POLICE DEPT
Brian Lande

AGREEMENT: WG AGREEMENT

Summary:

This Motorola quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	WGB-0801A	M500E IN-CAR SYSTEM, 2 CAM (FRNT/CABIN)	6		$2,609.40	$15,656.40
2	LSV07S05269A	5Y ESSENTIAL - M500E	6	5 YEARS	$318.96	$1,913.76
	CommandCentral DEMS					
3	SSV00S05161A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER IN-CAR VIDEO CAMERA*	12	5 YEAR	$612.00	$7,344.00
4	PSV00S05486A	MOBILE VIDEO ONSITE CLOUD DEPLOYMENT	1		$5,399.40	$5,399.40
5	SSV00S05157A	COMMANDCENTRAL DEMS STANDARD SERVICE*	12	5 YEAR	$720.00	$8,640.00
6	SSV00S05131A	COMMANDCENTRAL DEMS EXPORT TO AXON*	1	5 YEAR	$0.00	$0.00
7	ISV00S04236A	DEPLOY AXON INTERFACE*	1		$1,500.00	$1,500.00

Subtotal	$67,422.60
Total Discount Amount	$26,969.04
Estimated Tax	$3,539.69
Grand Total	**$43,993.25(USD)**

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Metric :

Price is indicative of the following -
# of Devices - 12

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term		Upfront Sale Price
Upfront Costs*				
				$24,469.56
Upfront Subscription Fee				
	CommandCentral DEMS	Annually		$3,196.80
Sub Total:				**$27,666.36**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	CommandCentral DEMS	Annually	$3,196.80	$3,196.80
Year 3 Subscription Fee				
	CommandCentral DEMS	Annually	$3,196.80	$3,196.80
Year 4 Subscription Fee				
	CommandCentral DEMS	Annually	$3,196.80	$3,196.80
Year 5 Subscription Fee				
	CommandCentral DEMS	Annually	$3,196.80	$3,196.80
Sub Total:				**$12,787.20**
Grand Total System Price (Inclusive of Upfront and Annual Costs)				**$40,453.56**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

SOLUTION DESCRIPTION — M500E IN-CAR VIDEO SYSTEM

The M500E is the latest addition to the M500 in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.



The M500E offers the following benefits:

- Delivers clear, evidence-grade video, from inside and outside the vehicle
  - The M500E supports two high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with a high-definition recording resolution that captures a wide-angle video stream. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
  - The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper-proof and built to withstand significant impact and wide temperature ranges. Even if a vehicle is in a serious collision, the built-in backup power supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
  - The powerful core processor, with a 256GB drive, stores all video footage, encrypting at rest to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
  - Ease of use is at the heart of the M500E. The tactical control head is highly intuitive and takes up minimal space. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection and more. After the recording stops and is categorized, we automatically upload the footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
  - The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
  - By providing a clear record of incidents that occur while officers are on duty, the M500E promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
  - The M500E offers additional benefits when working with Motorola's V700 or SVX body-worn cameras.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- When used with the V700 or SVX, the M500E in-car video system triggers the body-worn cameras to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

The M500E is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

STATEMENT OF WORK - MOBILE VIDEO PRODUCTS NEW SYSTEM

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s), in-car video system(s), interview recording system(s) and/or your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third party has been identified as our Motorola-certified installer and will work on Motorola’s behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola believes our solution is not in scope of the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola’s design and

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Field Engineer (FE)

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Motorola-Certified Installer (if applicable)

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- Required Training
- WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
- Needs to be renewed yearly.
- Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
- Review of any previous Motorola Solutions Technical Notifications (MTNs).
- Optional Training
- WGD00186 - M500 Installation Overview and Quick Start (NA)
- Not required for installation. Available for the installing technician.
- WGD00177 - M500 In-Car Video System Installation Guide
- Not required for installation. Available for the installing technician.
- MN010272A01 - M500 In-Car Video System Basic Service Manual
- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

- The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:
- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system (if applicable).
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
- Quoting/ordering documents
- A summary of contracted applications and hardware as purchased.
- Customer's involvement in project activities to confirm understanding of scope and required time commitments.
- Data Migration questionnaire if migration is included in the Solution
- The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
- A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPR Workbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.

Motorola Responsibilities

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

Motorola Deliverables

- Completed BPR Workbook.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

SVX Configuration as a Remote Speaker Microphone (if applicable)

The Smart Dock(s) will be utilized to manage firmware updates on each SVX. In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Verifying the SVX Smart Dock(s) are connected to Motorola's Cloud Evidence Management System through the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer's network is operational.
- Verify all slots in each Smart Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

Customer Responsibilities

- Select physical location(s) for Smart Dock(s).
- Provide network information (IP address, gateway, DNS, and subnet mask) to Motorola for each Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

SVX Configuration as a Body Camera (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

Motorola Responsibilities

- Configure SVX(s) within Motorola's Cloud Evidence Management System.
- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

Customer Responsibilities

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- The Customer will verify whether the Smart Docks(s) are connected to their network.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

V700 Body Camera Configuration (if applicable)

The Transfer Station(s) will be utilized to configure each V700 body camera according to the Business Process Review. In order for this process to be successfully completed, each Transfer Station must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Configure body camera(s) within the digital evidence management system.
- Check out body camera(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased V700(s).
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

The Customer vehicles must be available for the FE to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed.

If the Customer requires the FE to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. The following table shows the number of ICVs an FE is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Number of ICV Purchased	Number of ICV to Test
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- The FE will verify whether the AP(s) are properly installed and connected to the network for in-car video system WiFi upload (if applicable).
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

Motorola-Certified Installer Responsibilities (if applicable)

These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

- Complete the installation of ICV hardware in Customer provided vehicles.
- Complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- Install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Installation of Access Point(s) (APs) if provided by Motorola for in-car video system WiFi upload (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles.

M500 Automatic License Plate Recognition (ALPR) Configuration (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an M500 in-car video system interfaces with the VehicleManager database.

Motorola Responsibilities

- Create a Customer account in the VehicleManager system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the VehicleManager Quickstart Guide.
- Provide Mobile ALPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

Interview Recording System Configuration (if applicable)

When installation services are included as part of the contract, the Motorola-certified installer will complete the installation of the Interview Recording System(s) within the Customer-provided location(s).

The Customer location(s) must be available for the Motorola Resource and/or contracted third party to complete the configuration and testing of the contractual number of systems. If the Customer does not have all locations available during the agreed upon date and time, the Customer may opt to sign-off on the number of configurations completed. If the Customer requires the Motorola Resource and/or contracted third party to complete the full contractual number of systems at a later date and time, additional cost may be incurred.

Motorola Responsibilities

- Create configuration USB used to complete hardware configuration and validation.
- Conduct configuration and testing of system(s).
- Complete configuration on a single system, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining configurations.
- Complete remaining contracted system configurations.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Test a subset of completed hardware configurations.
- When installation services for Motorola-certified installer are in the contract, complete the installation of the Interview Recording System (if applicable).

Customer Responsibilities

- When installation services are being provided by the Customer, complete the installation of the Interview Recording System (if applicable).
- Provide Motorola with remote connection and access credentials to complete hardware configuration.
- Notify Motorola of the installation location.
- Coordinate and schedule date and time for hardware configuration(s).
- Make hardware available to Motorola for configuration and testing in accordance with the Project Schedule.

Motorola Deliverables

- Complete the Deployment Checklist and testing as it applies to the proposed solution.

SOFTWARE AND CONFIGURATION

CommandCentral DEMS (if applicable)

CommandCentral DEMS software is a cloud solution that does not require an onsite server. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

Customer Responsibilities

- Supply access and credentials to Customer’s Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola’s inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer’s firewall and reaches end-user workstations.

DATA MIGRATION SERVICES (IF APPLICABLE*)

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer’s Non-Motorola Digital Evidence Management System to Motorola’s cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. *Data Migration Services may be subject to additional fees.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

Motorola On-Premises Evidence Management System (if applicable)

Motorola supports data migration of digital assets and associated metadata from our on-premises evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

Motorola Responsibilities

- Verify compatible platform(s) and upgrade if applicable

Customer Responsibilities

- Provide internet connectivity from on-premises server to destination resources

Non-Motorola Evidence Management System (if applicable)

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

Motorola Responsibilities

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premises server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola’s Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for SVX when used as a body camera:
- 5 Mbps + 3 Mbps per additional device.
- This assumes it will take 8 hours to upload 5 GB of video on a device.
- 40-50 Mbps per concurrent uploading device.
- This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying their own Access Point for ICV Wi-Fi upload, it must be 5 GHz 802.11n compatible.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

STATEMENT OF WORK - ESSENTIAL SERVICE FOR M500E

(NORTH AMERICA DIRECT CUSTOMERS)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Customer Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage for the M500E, as selected and purchased by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Hardware Repair for manufacturing defects

Every M500E is covered by one (1) year of standard product warranty. Motorola Solutions offers three (3) and five (5) years of Essential Service options for the M500E, with optional service upgrades to extend and/or provide additional coverage for the system described in Section 7 of this SOW.

ESSENTIAL SERVICE

Remote Technical Support

Remote Technical Support is provided for system issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' Technical Support Operations (TSO) center is staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' TSO is regularly monitored against industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Software Maintenance

Software maintenance is important for ensuring system performance and operation. Essential Service provides the Customer with access to the latest available M500E operating system (OS) software, system firmware, and application software during their selected term. System software releases maintain the system software performance such that the System operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the M500E is made possible through the use of the CommandCentral DEMS, VideoManager EL or VideoManager EX solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service. Only Customers with three (3) year service term durations are eligible for a two (2) year renewal for a total of (5) years of services.

System Hardware Repair

The Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the M500E. System Hardware Repair provides the Customer with repair services for internal and external system components that are damaged as a result of manufacturing defects and operational defects. With this Service, the system is repaired to ensure compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original system via:

- Repairs, adjustments and restorations, if appropriate, of any system that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- System updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the system component is considered “un-repairable”, for technical or economic reasons, Motorola will replace the component with a refurbished or new component.

Standard Product Warranty

The Customer is automatically entitled to one (1) year of technical support and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty. Exclusions apply, per the Agreement.

Scope of Products or Services Included

Essential Service, and optional Service upgrades, are currently available for all M500E Systems. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your system.

MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability

Motorola Solutions will provide access to the latest M500E software and firmware releases via the CommandCentral DEMS, VideoManager EL or VideoManager EX solution. For customers using the

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CommandCentral DEMS or VideoManager EL / EX Cloud, software and firmware upgrades will occur automatically when the M500E connects to the agency's CommandCentral DEMS or VideoManager EL / EX Cloud instance.

Software Release Notes

Motorola Solutions may, from time to time, provide release notes for the M500E software release. Information regarding training material will be posted on the VideoManager EX Software Downloads site at https://www.motorolasolutions.com/en_us/video-security-access-control/videomanager-ex/downloads.html.

Hardware Repair

Motorola Solutions will provide repair or replacement of a system component, at its option, with a ten (10) business day in-house turnaround time, provided the component is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or components are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a refurbished or new replacement component. All replaced parts, boards or system components will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Shipping

For system components repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty component to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective component. Eligibility for two-way shipping will be confirmed during the repair submission process.

CUSTOMER RESPONSIBILITIES

Serial Numbers

If system orders are submitted via Motorola Solutions' Customer Hub or CPQ ordering systems, the hardware serial number(s) for three (3) and five (5) year Essential Service and three (3) and five (5) year Essential Service with Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Advanced Replacement is purchased within 90 days of syste**m shipmen**t, the Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement.

Initiating Repair

When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty M500E System component. The Customer can submit a repair, and request an RMA, via the Customer Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Customer Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the component when shipped to the Authorized Motorola Repair Center.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Only the faulty M500E component should be returned for repair. No other components of the system, which are properly functioning, should be returned.

Motorola Solutions is not responsible for any other components or accessories that are shipped with the component for repair.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

System Software Releases

The Customer will be responsible for updating each eligible M500E System with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

WiFi Connectivity

The Customer is responsible for providing all WiFi connectivity to the system.

Removing Customer Data

The Customer is responsible for removing, from the system, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the system component to a Motorola Solutions Repair Center for repair. Motorola is not responsible for any data loss associated with any System or Equipment sent to a Motorola Solutions Repair Center.

Motorola Solutions may provide a Video Evidence Recovery Service for the M500E. Video Evidence Recovery is a best effort service that is dependent on the condition of the system. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service. Notwithstanding the foregoing, Motorola is not responsible for any data loss associated with any System or Equipment sent to a Motorola Solutions Repair Center.

ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:
  - Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
  - Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the system.
  - Repair of problems caused by using the system outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
  - Repair of problems caused by unauthorized alterations or attempted repair.
  - Deinstallation and reinstallation of any faulty equipment from its operational location. Such services may be quoted by Motorola Solutions at an additional cost.
  - Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
  - Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal system operating specifications.
- Cosmetic imperfections that do not affect the functionality of the system.
- Removal of serial numbers.

- Where a M500E System is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.
- Software support for unauthorized modifications, or other misuse of the system software, is not covered under this Agreement.
- Access to the software and firmware releases for updating the system under this SOW is available only for the system named in the Agreement. Software updates to any additional systems are expressly excluded and prohibited.
- Any implementation tools not required to support the system software and firmware updates are excluded from coverage.

MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY SYSTEM COMPONENT:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

OPTIONAL ADD-ONS: ESSENTIAL SERVICE WITH ADVANCED REPLACEMENT

Advanced Replacement

Under Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged system component. Motorola Solutions will ship a refurbished or new replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

- Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.
- Removal of serial numbers.

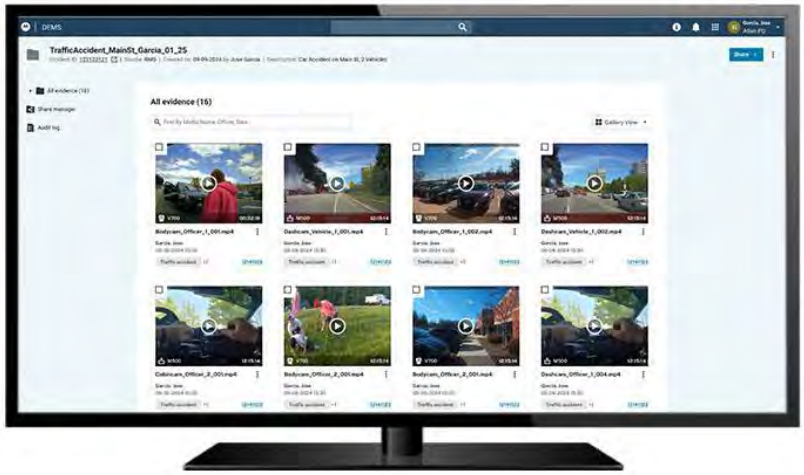
- Where ongoing repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

COMMANDCENTRAL DEMS STANDARD SOLUTION DESCRIPTION

OVERVIEW

CommandCentral DEMS provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location.



By centralizing digital evidence collections, CommandCentral DEMS removes data silos and provides users with the storage and tools they need to get the most out of their critical information. In addition, users can easily secure and share content with an intact chain of custody, to improve collaboration.



CommandCentral DEMS Plus is available without any upfront capital investment. Monthly subscription service costs include the software, device management, and storage. Evidence also secures data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework.

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



Figure 1: The End-to-End Platform

DIGITAL EVIDENCE MANAGEMENT

Evidence stored in the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

Store and Manage - Collections

Evidence is automatically linked based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident.

- **Auto Created Collections** – Digital evidence captured by integrated products that provide a Record ID, such as an Incident or Case Number, will automatically be grouped into a Collection.
- **Manually Created Collections** – Users can manually create collections or sub-collections to better organize individual files and related items.
- **Bulk Actions** – Easily download, share, and edit specific details of multiple files in a group.

Interagency, Judicial, and Community Sharing

Easily share digital evidence with trusted organizations and community members using our secure sharing features.

- **Trusted Organizations, Authenticated Sharing** - Share digital evidence collections with other agencies and judicial partners in a secure portal accessible by authenticated users.
- **Unauthenticated** - Quickly share evidence with the community for public information requests. Links can be password protected to add a level of security.

Current MSI Ecosystem Integrations

- CommandCentral Responder Starter, Mobile Field Responder Application
- SmartControl Mobile and Windows App for Body Cameras
- 10-21 Police Phone
- CAPE-Equipped Drones
- Smart Transcription for 9-1-1 call recordings

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- ViQi - Voice Activated AI
- Records Management
  - Flex Records
  - PremierOne Records
  - CC Records / RMS

DEVICE MANAGEMENT

Easily manage, configure, deploy and monitor in-car and body cameras in CommandCentral DEMS.

- **Body Cameras** are checked out to a given officer with assignment records showing the history of use for the device.
- **In-Car Video** systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, they are marked as the owner of any evidence created by the device.
- **Rapid Checkout Kiosk** allows users to quickly check out pooled body cameras at the beginning of a shift with an easy-to-use interface.
- **User Preferences -** In-car and Body cameras can be configured to remember preference settings for each user, including alert volume level, haptic notifications, screen and LED brightness, and more..
- **Automatic Video Upload**: Videos are automatically uploaded to CommandCentral DEMS and linked based on officer name, or group recordings.
- **Device Dashboard:** See a detailed, easy-to-understand overview of your body cameras and in-car video systems at a glance, including their battery levels, memory levels, last checkout, and location.
- **In-field tagging:** Categorize and review body camera footage while still in the field, via the SmartControl iOS/Android/Windows app.

Supported devices include:

- SVX converged Radio Speaker Mic and Body-Worn Camera
- V700 Body Cameras
- M500 In-Car Camera System

CLOUD SECURITY AND COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST and ISO.

Cybersecurity Champions Embedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

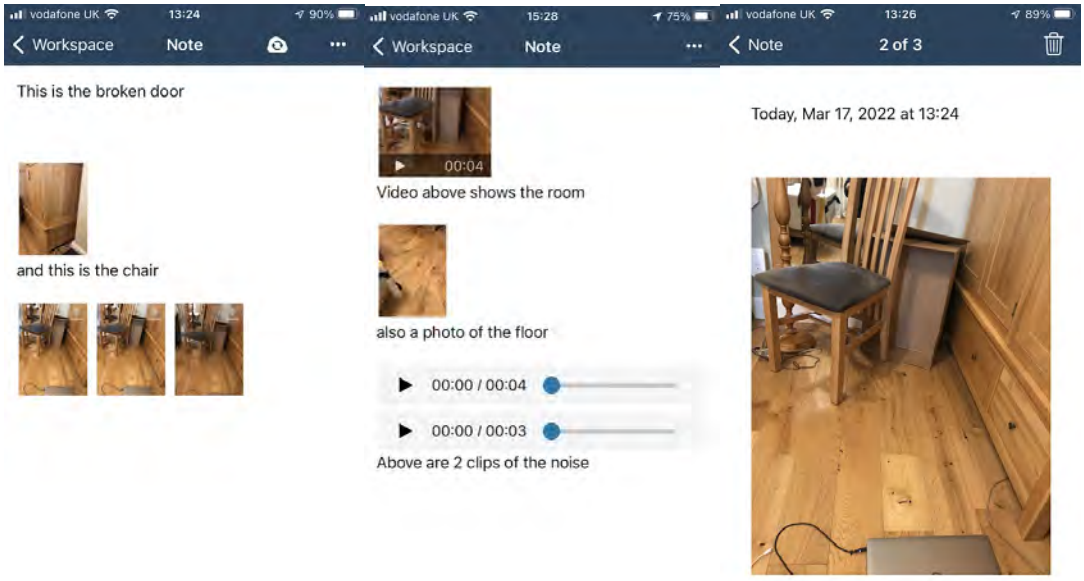
COMMANDCENTRAL RESPONDER STARTER WITH EVIDENCE SOLUTION DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

The Responder with Evidence solution (also known as Responder Starter) allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

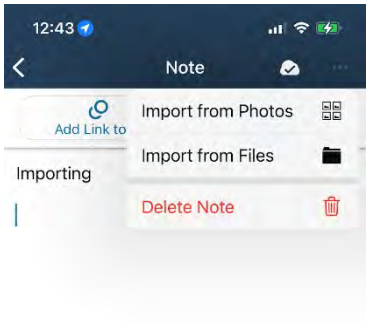
NOTES AND MEDIA CAPTURE

Responder with Evidence allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

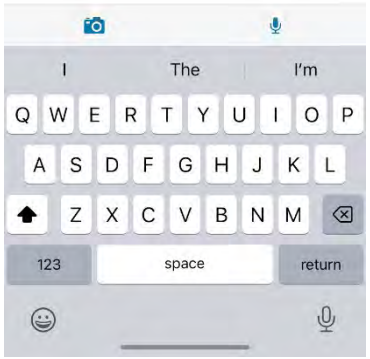
IMPORTING MEDIA

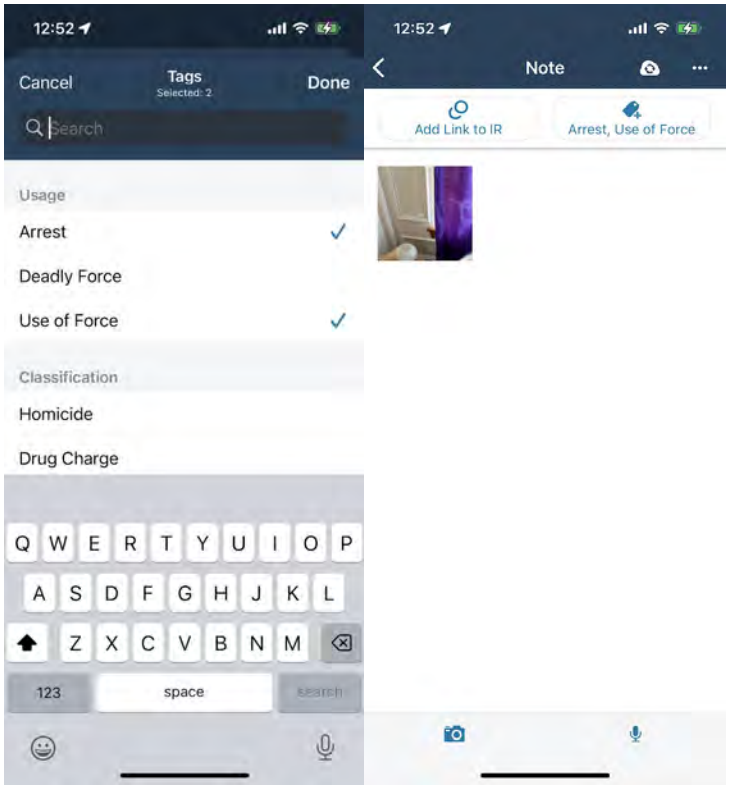


Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. This feature can be enabled or disabled using per agency configuration (if an agency does not want to use this capability they can turn it off).

TAGGING

Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default “Responder Media” tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.





LINKING TO RECORDS

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

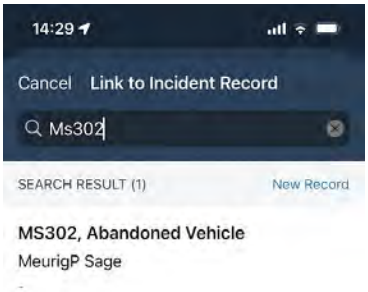
Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

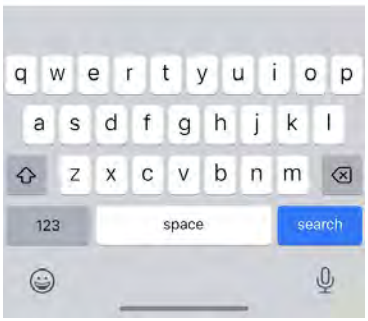
Users can:

- Link to an incident record already on a user's device
  - Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
  - A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)
  - User can create a new incident record (providing summary details above).
  - User will be provided with the Report number separately
  - Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

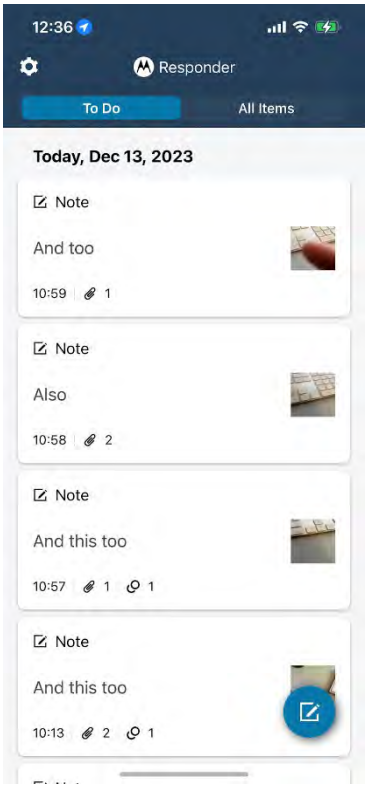
- Responder with CommandCentral Evidence connected to Flex
  - Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and user can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
  - P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
  - If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
  - Users can create incident record summaries or link to ones that have already been created.
  - Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems





Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

TIMELINE



Users can view previous notes in their timeline:

- Update a note later with further information;
- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.

SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a synch indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.

AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be setup to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

In addition, Responder uses a PIN code (or optionally biometric unlock) that is used to allow users to unlock their app after inactivity timeout. Sign in online is required once per shift to access online data.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to, or has substantially the same functionality as, the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; Rave Alert, RapidSOS Service Data, Panic Button, or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
AI Terms
Comparison Manager

Data licensed from Motorola
Drone related Products
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3.11. Beta Testing. If Motorola makes any beta version of a pre release Product ("Beta Product") available to Customer, Customer may choose to use such Beta Product at its own discretion, provided, however, that Customer will use the Beta Product solely for purposes of Customer's evaluation of such Beta Product, and

for no other purpose. Customer acknowledges and agrees that all Beta Products are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Product, in its sole discretion, and Motorola may discontinue any Beta Product at any time. Customer acknowledges that Beta Products, by their nature, have not been fully tested and may contain defects or deficiencies.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer

facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the

warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola

in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT IN THE AGGREGATE WILL NOT EXCEED THE GREATER OF $100 U.S. OR THE FEES PAID FOR THE SPECIFIC PRODUCT OR SERVICE FROM WHICH THE CLAIM AROSE. FOR RECURRING SERVICES, LIABILITY IS CAPPED AT THE FEES PAID IN THE TWELVE MONTHS PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, NOR LOST PROFITS OR LOST REVENUE, REGARDLESS OF THE LEGAL THEORY, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY

OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written

notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies)

required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt

requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document. For the purposes of this Agreement, "electronic signature" includes, but is not limited to, typed names, digital signatures, or "click-through" acceptances.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: _____**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Discussion and Direction Regarding Zone 0 and Specific Application Changes for Kensington

---

RECOMMENDATION:

Discuss the concept of directing Director Paul to share with the East Bay Group the support that Kensington's Board has in attempting to make this a regional document, with Zone 0 restrictions.

BACKGROUND:

Director Levine provided a document that outlines the various issues concerning the Zone 0 restrictions and possible conflicts in Kensington. His document outlined potential allowable changes to reflect the specific needs of Kensington. The Board directed that I obtain additional comments from directors regarding the thought process on the changes and then attempt to discuss moving forward with the process. Please note the comments received from various directors.

Director Paul has suggested that, before Kensington draws up specific changes to Zone 0, the East Bay Fire Group, along with other communities, discuss a regional change that would work for a group of communities in the East Bay area.

EXHIBIT(S):

- RPaul Comments
- DMadugo Comments
- SGough Comments
- JWatt Comments
- ABastein Comments
- DLevine Comments
- ESaylors Comments

Item #20a

From: Rodney Paul <rpaul@kensingtonfire.org>
Sent: Thursday, October 29, 2026 10:30 AM
To: David Aranda <DAranda@kppcsd.org>
Subject: Re: Zone 0

David:

I brought this up at the end of the EBWC meeting as a future agenda item. The plan is to discuss this at the next meeting (Dec. 2) and form a subcommittee to work on the details of how Zone 0 regulations would be altered for our region.

I volunteered to be on the subcommittee as did representatives from Berkeley and Richmond. I would have liked to see El Cerrito included. But their representative did not indicate interest in being involved.

What do you think next steps should be for our Board?

-Rodney

From: Daniel Levine <dlevine@kensingtonfire.org>
Sent: Thursday, September 24, 2026 2:10 AM
To: David Aranda <DAranda@kppcsd.org>
Subject: Re: FW: Zone 0 Local Adjustments

Dear David,

Well I'm nothing if not verbose. Here is my detailed response to the Fire Chief's comments. Feel free to include it with the board packet for discussion or send it to him. Since I think you are going to include my draft proposal (this one: https://docs.google.com/document/d/1EsfrogmcWmTZdkixMv0EC3EMgLH1Av0a/edit#heading=h.o3w0unj7d1b5) in the packet and it's already written by me, it didn't feel weird to respond speaking only as myself. Do what you/Sylvia will with the last paragraph.

Best,

Daniel

==========

I appreciate the Fire Chief's thoughtful review. There appears to be substantial common ground: he considers a number of the proposed concepts supportable and others worthy of further development. I also agree with his emphasis on objective standards, straightforward enforcement, and avoiding case-by-case judgments by vegetation inspectors.

The proposed alternatives were intentionally presented as policy concepts rather than implementation-ready standards. The next step, where a concept has sufficient merit, should be for the Fire Marshal and Fire Chief, with legal or technical assistance where needed, to develop objective criteria that can be readily understood by residents and verified by inspectors. The purpose of the initial exercise was to identify which policy directions warrant that work.

I also support regional coordination, while distinguishing coordination from requiring uniformity. The State's local-alternative framework expressly recognizes that lot size, topography, structure composition, fire risk, and other local conditions may justify different practices. Kensington should therefore compare its approach with neighboring jurisdictions while still addressing conditions that are particularly prevalent here. EC-K can also bring well-developed proposals into the regional process and contribute to regional standards rather than necessarily waiting for regional consensus to emerge first.

There is already precedent in the East Bay for locally tailored wildfire-prevention measures, including Berkeley's EMBER program. Because the El Cerrito-Kensington Fire Department serves both El Cerrito and Kensington, and portions of El Cerrito present similar hillside conditions, alternatives developed for Kensington that the Fire Marshal and Fire Chief find more broadly applicable could also be presented to El Cerrito for consideration. That may itself provide a path toward greater consistency within EC-K.

I agree that a phased process for developing and validating alternatives can be sensible. My concern is specifically with deferring potentially appropriate alternatives until after residents have been required to undertake substantial physical work to comply with the statewide default. Zone 0 compliance may require removal or redesign of established landscaping and, in some cases, significant expense. Where an alternative appears sufficiently promising to warrant development, I would prefer that we use the period before mandatory compliance to develop and test the standard, including testing its administrability through voluntary or mock inspections, rather than require one configuration and later permit another. This does not mean adopting inadequately supported alternatives; it means determining as early as practicable whether a defensible and administrable alternative can be established.

A related way to address the Department's concern about vegetation inspectors making construction determinations would be to separate verification of qualifying construction from the vegetation inspection itself. Consistent with the Chief's suggestion that the owner bear the burden of documenting qualifying construction, a homeowner seeking a hardening-based alternative could obtain advance verification from the Fire Marshal, supported by plans, permits, product documentation, photographs, or inspection as appropriate. The homeowner could then retain a certificate or other durable record identifying the qualifying features, and a later vegetation inspector would only need to verify that status and apply the corresponding landscaping standard (or the resident could supply the certificate as part of explaining their mitigation work). Ideally, this could be incorporated into the Fire Department's existing voluntary inspection process so that it is available consistently in both Kensington and El Cerrito.

1) Elevated balconies - Agreed. An objective height/configuration standard should be developed.
2) Roof decks - Agreed. Objective, readily observable criteria should be developed.
3) Noncombustible stairs, decks, pergolas - Agreed. The owner should bear the burden of documenting qualifying construction.

4) Noncombustible homes - I would appreciate clarification regarding the reference to neighboring properties. My understanding is that this proposal changes only the requirements associated with the qualifying noncombustible structure; it does not modify any independently applicable requirements on an adjoining property. If the concern instead is that vegetation near the qualifying structure could ignite and create a fire-spread pathway to a neighboring structure, it would be helpful to understand that concern so it can be considered in developing the standard. The legal question identified in the draft also remains to be resolved.
5) Grade-separated decks and noncombustible retaining walls - Further development makes sense. The Chief identifies a need for stronger technical support for the proposed dimensions. I would appreciate having the Fire Marshal identify what form of support would be sufficient (for example, published fire-testing literature, an engineering/fire-protection analysis, or something else) so that we can determine whether obtaining that support is practical. Because Zone 0 itself is new, there may not yet be a mature regional standard to adopt.
6) Hardened Windows, Doors, Vents, and Posts - Agreed. I support using recognized standards wherever practical rather than individual adjudication by inspectors.
7) Hardened Decks and Exteriors - Further technical development makes sense. I would like to identify what evidence the Department would need to evaluate whether reduced vegetation-free zones would provide substantially similar practical effects. Regional comparison should be part of that work, while allowing the Department to consider independently supported alternatives even where neighboring jurisdictions have not yet acted.
8) Hardened Walls and Denser Non-Woody Vegetation - I understand the desire for simplicity during initial implementation. I would nevertheless prefer to develop and test a potential standard now through voluntary or mock inspections before deciding whether to defer it. If inspectors can readily verify a hardened-home certification and then apply a simple alternative landscaping rule, the administrative burden may prove modest. Any separate technical showing needed to establish that the alternative provides substantially similar practical effects can be addressed as part of developing the standard. If testing shows that the distinction is too difficult to administer consistently, that would provide a concrete basis for deferring it.
9) Steep Lots and Erosion Concerns - Agreed. The current language illustrates the concept; appropriate slope and clearance criteria should be developed with whatever technical input is needed.
10) Closely Spaced Structures on Adjoining Parcels - Agreed. The final standard should depend on conditions inspectors can observe and document, rather than requiring them to determine whether neighbors previously entered into an agreement.

11) Constrained Lots With Decks Within Five Feet of Property Lines - Agreed that this should follow development of the broader hardened-deck standard. Once that standard is established, constrained lot geometry and removal of combustible property-line fencing can be considered as additional factors supporting a reduced setback.

In summary, I agree with a phased approach to developing and validating these alternatives. My principal suggestion is that we make a concerted effort to complete as much of that work as practicable before residents become obligated to undertake substantial physical changes under the statewide default. Where a concept cannot be adequately supported or administered by that time, deferral is appropriate. Where the Department can establish a simple, defensible, and readily verifiable alternative beforehand, however, adopting it before residents incur avoidable compliance costs would better serve both the fire-safety objectives of Zone 0 and predictable implementation for residents.

I would propose that the Board ask the General Manager to work with the Fire Chief and Fire Marshal to identify, for each concept warranting further development: objective eligibility criteria; the technical support needed for the required fire-protection finding; an appropriate documentation and verification process; any legal issues requiring counsel review; opportunities for voluntary or mock inspections to test administrability; and appropriate regional coordination in parallel. A proposed work plan and sequencing could then be brought back to the Board for further discussion.

==========

On Wed, Sep 23, 2026 at 8:25 AM David Aranda <DAranda@kppcsd.org> wrote:

We can talk this morning about this. David.

David Aranda

Interim General Manager

Kensington Community Services District

From: Danielle Madugo <dmadugo@kensingtonfire.org>
Sent: Friday, October 30, 2026 11:27 PM
To: David Aranda <daranda@kppcsd.org>
Subject: Re: Zone 0

I think we should follow our fire chief and fire marshal's recommendations.

Sent from my iPhone

From: Sarah Gough <SGough@kppcsd.org>
Sent: Tuesday, October 27, 2026 11:34 AM
To: David Aranda <DAranda@kppcsd.org>
Subject: Re: Zone 0

Hi, David.

First let me say, this package is so incredibly helpful. Huge thank you to Daniel, yourself, and the Chief. I've had a chance to review everything and only have a few comments.

For the nearly 800 Kensington households impacted by the new Zone 0 requirements, compliance will be onerous, expensive, and stressful. For this reason, I believe it's the responsibility of the KCSD and Fire Department to be very outward reaching and supportive of those residents. My worry (and I'm already seeing this), is that people will panic and just start chopping everything down, when there may be a less drastic approach that could suffice or perhaps the restrictions don't even apply to their parcel. People are confused.

Kensington's essential character and landscape is of a verdant hillside community closely connected to nature, yet within close proximity of major urban centers. It's important we make every effort to maintain this character for all the residents in Kensington who moved here, at least in part, for that reason.

I believe the overall messaging should be "Zone 0 Fire Restrictions are California state law. Find out if they apply to your home and if so, what to do to be in compliance. The KCSD is here to support your understanding of Zone 0."

I think the following steps will help calm people:

1. Ample opportunity for community comment on our process and ordinances- in town halls, in the Outlook Q+A's, and by direct communication with the GM. While Daniel's documents help to explain the requirements, the law is still confusing and somewhat vague... and let's be honest, few attend our meetings or read our agenda packets anyway.
2. Property Specific Site Meetings - free on-site consultations for each impacted parcel with a knowledgeable trained district rep to identify measures the residents should take to be compliance. Maybe this is a trained Firewise volunteer or Johnny? Doesn't have to be fire personnel.
3. Permanent Zone 0 Tab on our new KCSD web site - links to a readable SHORT (no more than 1 page) summary of the law, its requirements, and timeframe for

compliance, maps/list of impacted parcels, resources for getting into compliance (acceptable materials, professionals to contact, alternative design approaches, etc.), who to contact with questions, the contextual/historical background documents of the law, and a copy of the applicable KCSD ordinances and resolutions.

4. Emphasis on how all Kensington residents should take responsibility for home hardening - even those not in the VHFSZ. HOWEVER, the KCSD should clearly state that there is no present intention to expand the impacted zone to include more parcels. Rather, the emphasis should continue to be on reasonable steps we can all take to make the community a bit safer.

Okay, thanks again to you all! - Sarah

From: Jim Watt <jwatt@kensingtonfire.org>
Sent: Saturday, October 24, 2026 12:47 PM
To: David Aranda <DAranda@kppcsd.org>
Subject: Re: Zone 0

I thought Director Levine' suggestions were reasonable.

Jim

From: Adam Bastein <abastein@kppcsd.org>
Sent: Monday, October 12, 2026 10:56 PM
To: David Aranda <DAranda@kppcsd.org>
Subject: Follow-ups from Thursday Meeting

Hi David,

Zone 0 Comments: I re-reviewed Daniel's proposed alternative local practices, the Fire Chief's Responses, and Daniel's commentary on Fire Chief's responses. I don't have any additional input to add on this but I think it's great that we're getting into the details and advocating for what would make sense for Kensington's local conditions.

Best,

Adam

From: Eric Saylors <ESaylors@elcerrito.gov>
Sent: Tuesday, September 22, 2026 9:46 AM
To: Lynelle Lewis <llewis@kppcsd.org>
Cc: David Aranda <DAranda@kppcsd.org>
Subject: Re: Zone 0 Local Adjustments

From: Eric Saylors, Fire Chief
Subject: Fire Department Review of Proposed Zone 0 Local Alternative Practices
Date: September 22, 2026

Thank you for providing the proposed Zone 0 local alternative practices for Fire Department review. I appreciate the work that has gone into identifying the challenges associated with applying statewide Zone 0 requirements to Kensington's unusually small lots, steep terrain, closely spaced structures, and existing development patterns.

I am open to reasonable local alternatives where they can be demonstrated to provide substantially similar practical fire-protection effects. However, I believe we need to approach these amendments conservatively. The purpose of Zone 0 is to interrupt the pathways through which windborne embers, direct flame contact, radiant heat, and adjacent combustible fuels ignite structures. The draft itself appropriately recognizes that ember cast can travel miles ahead of a wildfire and ignite combustible material immediately adjacent to homes.

There are also three broader issues that influence my recommendations.

First, we have recently adopted the updated Fire Hazard Severity Zone maps and are developing the inspection and certification processes necessary to demonstrate compliance. I do not want to introduce local exceptions that make those processes unnecessarily difficult to explain, inspect, document, defend, or certify.

Second, enforceability matters. An alternative that makes sense theoretically but requires an inspector to make complicated determinations about materials, geometry, vegetation density, construction history, or equivalent performance at every property may ultimately create more problems than it solves.

Third, El Cerrito and Kensington do not operate independently during a wildfire. We are part of a regional response system, and one of our continuing objectives through our East Bay regional wildfire collaboration is to increasingly align our prevention, inspection, evacuation, and response practices with neighboring jurisdictions. Wherever possible, I would prefer regional consistency over creating a highly individualized Kensington standard.

With those principles in mind, my comments on each proposed amendment are below.

1. Elevated Balconies

Recommendation: Support as a clarification, subject to Fire Marshal review and the enforcing authority.

The proposal would clarify that an elevated balcony is not treated as a deck for purposes of creating an additional five-foot vegetation-free buffer, while retaining the requirements underneath the balcony and around the exterior wall, eaves, openings, and other components.

From a fire-behavior standpoint, I understand the reasoning. A sufficiently elevated balcony does not necessarily create the same ground-to-structure fuel pathway as a conventional deck at or near grade.

My primary concern is not the concept but clarity and enforceability. If we adopt this interpretation, "elevated balcony" needs to be objectively defined so an inspector does not have to decide property by property whether something is a balcony or a deck.

I would therefore support this as a clarification if we can establish a clear definition and confirm that it is consistent with the State's intent.

2. Roof Decks and Decks Over Occupied Structures

Recommendation: Support conceptually with clearly defined construction criteria.

The proposal states that a deck located entirely over and supported by an occupied structure, without independent structural components extending to grade, would not create another five-foot vegetation-free buffer. The underlying structure would remain subject to the ordinary Zone 0 requirements.

I generally support this approach. As the draft explains, a roof deck incorporated into the footprint of a building does not necessarily create the same ground-to-deck fuel pathway as a conventional elevated deck.

Again, the key is making the rule objective. We need inspectors to be able to look at the structure and readily determine whether the exemption applies.

3. Noncombustible Attached Stairs, Decks, and Pergolas

Recommendation: Support in principle, with caution regarding decks and pergolas.

The proposal would eliminate the independent five-foot buffer created by an attached stair, deck, or pergola when the entire feature, including handrails, is constructed of qualifying noncombustible materials.

The logic is reasonable. A concrete or masonry stair does not present the same fuel package as a combustible wood stair, and recognizing genuinely noncombustible construction is consistent with a risk-based approach.

I would be most comfortable applying this initially to features whose noncombustibility is readily verifiable, such as concrete, masonry, or metal stairs. Deck and pergola assemblies can be more complicated because apparently noncombustible components may still incorporate combustible structural or finish materials.

If adopted, the burden should be on the property owner to demonstrate qualifying construction rather than requiring the inspector to investigate concealed building components.

4. Noncombustible Home Construction

Recommendation: Potentially support, but only after legal review and establishment of a formal verification process.

This is one of the more significant proposed alternatives. It would relax vegetation restrictions associated with exterior walls and eaves when the exposed exterior components of the structure are entirely noncombustible, while retaining the two-foot vegetation-free buffers around windows, doors, and vents.

Conceptually, this makes sense if you view the structure in a vacuum and do not consider the neighbor's conditions. If a structure truly eliminates an ignition pathway through noncombustible exterior construction, that should be relevant to risk.

However, the draft itself raises an unresolved legal question regarding whether this invokes Government Code §51183 and its inspection-consent requirements or can instead be adopted as an alternative practice.

I would not recommend adoption until the Fire Marshal resolves that issue.

Operationally, we would also need a reliable method for certifying that the entire relevant exterior assembly qualifies, including the neighbor's property if they can be impacted by ignited vegetation. I do not want vegetation inspectors making building-construction determinations beyond their training or available documentation.

5. Grade-Separated Deck and Noncombustible Retaining Wall

Recommendation: Do not adopt yet; further technical validation is needed.

The proposal would reduce the five-foot vegetation-free area to one foot where a WUI-compliant deck is separated from vegetation by a continuous noncombustible retaining wall extending at least two feet above the deck surface.

I understand the physical argument that a substantial noncombustible barrier can interrupt flame contact and fuel continuity.

My concern is that the proposed two-foot wall and one-foot setback are very specific engineering assumptions. Before the Fire Marshal certifies that this provides substantially similar practical effects to five feet of horizontal separation, I would want stronger technical support for those dimensions.

I would prefer that we either follow a standard recognized elsewhere in the region or obtain sufficient technical justification before establishing our own local dimensional standard.

6. Hardened Windows, Doors, Vents, and Posts

Recommendation: Support conceptually if tied to objective, recognized standards.

The proposal would allow the special two-foot vegetation-free buffer around a hardened window, door, vent, or structural post to be reduced to one foot where the component meets an applicable CWUI wildfire-resistant standard or has equivalent approval from the Fire Marshal.

I support giving credit for verified home-hardening improvements. My concern is the phrase allowing the Fire Marshal to determine "equivalent" resistance without an established standard.

Wherever possible, I would tie eligibility to recognized and documentable construction standards. That makes enforcement predictable for residents and inspectors and reduces subjective decisions.

7. Hardened Decks and Exteriors

Recommendation: Do not support the proposed one-foot and three-foot reductions without additional technical support and regional comparison.

The proposal would reduce the five-foot deck buffer to three feet for a WUI-compliant deck and potentially to one foot where both the deck and adjoining home exterior have been hardened.

I support the principle that hardened construction should receive appropriate consideration. However, moving from five feet to one foot is a substantial reduction.

Before establishing that locally, I would want to understand what neighboring East Bay jurisdictions intend to do and what technical evidence supports those particular distances.

This is exactly the type of issue where regional consistency has significant value. A resident should not encounter dramatically different defensible-space requirements simply by crossing from Kensington into El Cerrito, Berkeley, or another neighboring jurisdiction unless there is a compelling local reason.

8. Hardened Walls and Denser Non-Woody Vegetation

Recommendation: Do not support in the initial implementation. Revisit after we have experience administering Zone 0.

This proposal would remove the State's one-square-foot planting-area and spacing restrictions for maintained non-woody vegetation where a home exterior has been hardened.

My concern is primarily enforceability. "Hardened exterior" would need to be consistently defined and verified, and inspectors would then be administering different landscaping-density standards at neighboring properties.

As we begin implementing a new regulatory program, I favor simple rules that residents can understand and inspectors can consistently enforce.

We can revisit this after we have actual inspection experience and better understand where the statewide requirements create genuine problems.

9. Steep Lots and Erosion Concerns

Recommendation: Support development of an alternative, but not the current language.

This is a legitimate Kensington issue. The draft appropriately recognizes that complete vegetation removal on certain steep slopes could create erosion or slope-stability concerns and proposes allowing very low non-woody erosion-control groundcover under specified circumstances.

I support solving this problem. We should not reduce one public-safety hazard while unintentionally creating another.

However, the draft itself states that a qualifying steep slope has not yet been defined and asks what minimum vertical separation should be required. That tells me the proposal is not yet ready for adoption.

I would recommend developing objective criteria with appropriate building, engineering, or geotechnical input rather than asking the Fire Marshal to make subjective determinations about slope destabilization during a vegetation inspection.

I would also prefer an approach consistent with neighboring hillside jurisdictions wherever possible.

10. Closely Spaced Structures on Adjoining Parcels

Recommendation: Support further development; this is one of the stronger concepts in the proposal.

This proposal recognizes the reality of Kensington's closely spaced homes. It would allow participating neighbors to remove combustible property-line fencing and replace it with noncombustible fencing or no fence in exchange for greater flexibility for maintained non-woody vegetation in the central portion of the side yard. Existing setbacks around structures and vulnerable components would remain.

From a fire-spread perspective, I find this concept compelling because it addresses fuel continuity between structures, rather than looking at each parcel in isolation.

Replacing a continuous combustible fence that can transmit fire from one property toward another may provide meaningful benefit.

However, the final standard needs to be simple enough that inspectors can determine compliance without having to reconstruct agreements between adjoining property owners.

I recommend further development of this concept and comparison with the approaches being considered by neighboring agencies.

11. Constrained Lots With Decks Within Five Feet of Property Lines

Recommendation: Consider only after resolving the broader hardened-deck standard.

The proposal would reduce the vegetation-free area around a WUI-compliant deck to one foot on constrained lots, provided that combustible property-line fencing is removed and replaced with noncombustible fencing or no fence.

I understand why this is being proposed. Kensington's lot geometry can make a five-foot requirement effectively eliminate landscaping from an entire side yard.

I also appreciate that the proposal attempts to compensate for the reduced distance by eliminating a significant combustible fuel along the property-line fence.

Nevertheless, I would not create this exception independently of our broader decision regarding hardened decks. If we ultimately determine that a hardened deck qualifies for a reduced setback, constrained-lot geometry could potentially become an additional factor. But we should establish the underlying hardened-deck standard first.

Overall Fire Department Recommendation

I support the concept of carefully tailored local alternatives, particularly where Kensington's lot geometry, terrain, and existing construction create unusual circumstances. The State framework itself recognizes geography, topography, lot size, fire risk, response resources, structure composition, and fire-safe construction as potential considerations for alternative practices.

However, I recommend that we resist adopting all of these alternatives simultaneously.

We have just adopted new hazard maps and are entering a significant new phase of vegetation management and compliance. Our immediate objective should be to establish a program that residents understand, inspectors can enforce consistently, and the Fire Marshal can confidently certify.

I would therefore divide these proposals into three categories.

Move forward first with straightforward clarifications and alternatives that can be objectively verified, such as elevated balconies, roof decks over occupied structures, clearly noncombustible stairs and similar assemblies, and potentially the closely spaced property/fence concept after refinement.

Develop further those involving hardened construction, retaining walls, constrained lots, and erosion-control vegetation. These have merit, but we need objective definitions, documentation requirements, and sufficient technical support.

Defer initially alternatives that substantially change vegetation density or dimensional requirements based on combinations of building-hardening features until we have experience administering the State requirements and understand what neighboring agencies are adopting.

Most importantly, I recommend that we take these proposals into our East Bay regional wildfire coordination processand compare them with the implementation plans of our neighboring jurisdictions before final adoption. El Cerrito and Kensington share wildfire risk, mutual-aid resources, evacuation corridors, and residents with the surrounding East Bay. Our prevention strategy should reflect that regional reality.

My goal is not simply to make Zone 0 easier or harder. It is to create a program that meaningfully reduces structure ignition, can be consistently enforced, can withstand scrutiny when we certify compliance, and is as regionally consistent as reasonably possible.

If a local alternative meets those tests, I am open to it. If we cannot demonstrate those outcomes, I recommend that we remain with the statewide standard until we can.

Thank you

Eric Saylors
Fire Chief
El-Cerrito/Kensington Fire Department
esaylors@elcerrito.gov
Mobile: 510-821-1167

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Discussion and Direction Regarding Pursuing an ADA Approved Parking Spot on The Arlington in Front of the Public Safety Building

---

RECOMMENDATION:

The board directed the IGM to work with the civil engineer to determine the ability and estimated cost to construct an ADA parking spot on the Arlington.

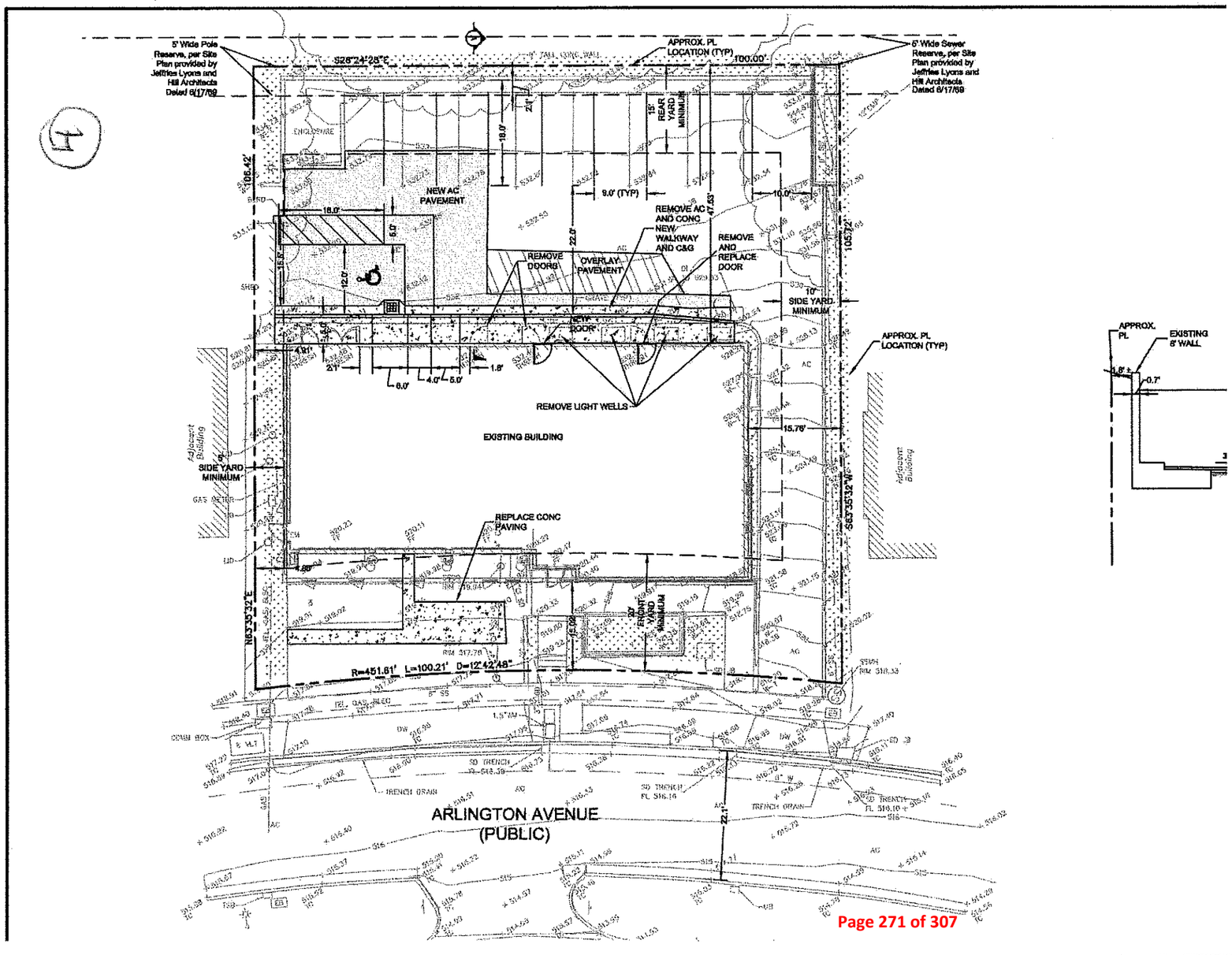
BACKGROUND:

At the last board meeting, the Board of Directors directed the IGM to investigate the possibility of modifying the existing thirty-minute parking space on the Arlington to become an ADA approved space on the Arlington. The IGM has had discussions with county staff and a civil engineer. An ADA spot could be constructed and meet the approval of the County. The question is how much it will cost to modify the area to meet the ADA specifications.

The purpose of this agenda item is for the Board to discuss the pros and cons of moving forward with this project by entering into an hourly agreement with the civil engineer to obtain the needed information, determine the modifications needed on the street/sidewalk and hopefully come up with a price estimate to make the modifications. There would also be the need to continue to interact with the County in pursuing this project.

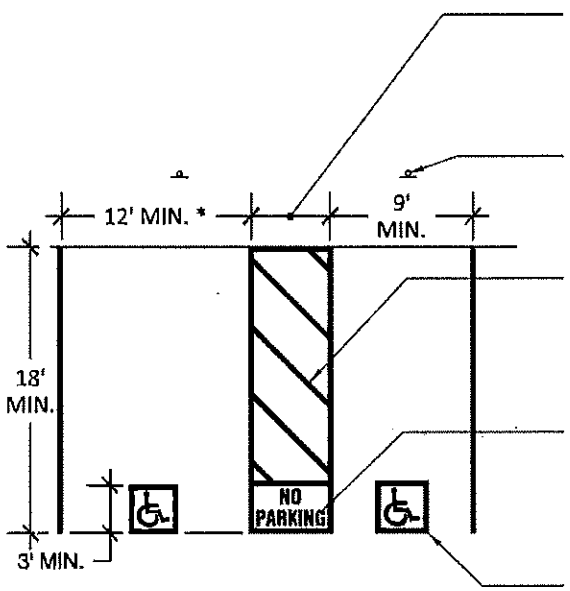
EXHIBIT(S):

- Sketch 20261022080247675
- Accessible Parking Sketch 20261022082756860
- KSR Cost Proposal 20261023095040807
- ADA Cost Estimate email


5' Wide Pole Reserve, per Site Plan provided by Jeffries Lyons and Hill Architects Dated 6/17/69
S26°24'28"E
APPROX. PL LOCATION (TYP)
100.00'
6' Wide Sewer Reserve, per Site Plan provided by Jeffries Lyons and Hill Architects Dated 6/17/69
6' TALL CONC WALL
ENCLOSURE
NEW AC PAVEMENT
18.0'
6.0'
15.6'
12.0'
SHED
106.42'
BRICK
2.4'
18.0'
15' REAR YARD MINIMUM
9.0' (TYP)
22.0'
REMOVE AC & CONC
NEW WALKWAY AND C&G
REMOVE DOOR
OVERLAY PAVEMENT
REMOVE AND REPLACE DOOR
47.03'
10.0'
105.72'
10' SIDE YARD MINIMUM
NEW DOOR
4.91'
2.1'
6.0'
4.0'
5.0'
1.8'
REMOVE LIGHT WELLS
EXISTING BUILDING
APPROX. PL LOCATION (TYP)
15.78'
Adjacent Building
5' SIDE YARD MINIMUM
S63°35'32"W
REPLACE CONC PAVING
4.88'
N63°35'32"E
20' FRONT YARD MINIMUM
R=451.81' L=100.21' D=12°42'48"
ARLINGTON AVENUE
(PUBLIC)
TRENCH DRAIN
22.11'
APPROX. PL
EXISTING 8' WALL
1.8'±
0.7'

Accessible Parking Toolkit

Perpendicular Accessible Parking Space:



ACCESS AISLES SERVING CAR AND VAN PARKING SPACES SHALL BE 60 INCHES WIDE MINIMUM.
* VAN SPACES SHALL BE PERMITTED TO BE 9'-0" WIDE MINIMUM WHERE THE ACCESS AISLE IS 8'-0" WIDE MINIMUM.

IDENTIFICATION SIGN, TYPICAL

ACCESS AISLES SHALL BE MARKED WITH A BLUE PAINTED BORDERLINE AROUND THEIR PERIMETER. THE AREA WITHIN THE BLUE BORDERLINES SHALL BE MARKED WITH HATCHED LINES A MAXIMUM OF 36 INCHES ON CENTER IN A COLOR CONTRASTING WITH THAT OF THE AISLE SURFACE, PREFERABLY BLUE OR WHITE.

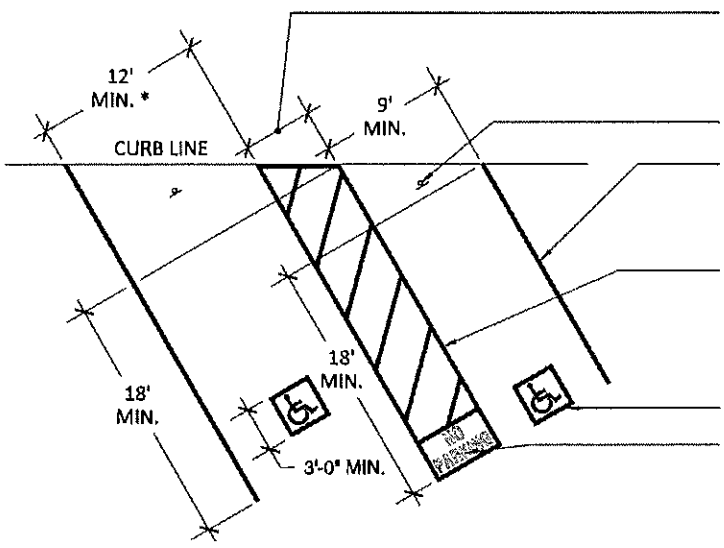
THE WORDS "NO PARKING" SHALL BE PAINTED ON THE SURFACE WITHIN EACH ACCESS AISLE IN WHITE LETTERS A MINIMUM OF 12 INCHES IN HEIGHT AND LOCATED TO BE VISIBLE FROM THE ADJACENT VEHICULAR WAY. ACCESS AISLE MARKINGS MAY EXTEND BEYOND THE MINIMUM REQUIRED LENGTH.

INTERNATIONAL SYMBOL OF ACCESSIBILITY - 36" X 36" MIN

Image credit: DGS staff

Detail is not to scale

Angled Accessible Parking Space:



ACCESS AISLES SERVING CAR AND VAN PARKING SPACES SHALL BE 60 INCHES WIDE MINIMUM.
* VAN SPACES SHALL BE PERMITTED TO BE 9'-0" WIDE MINIMUM WHERE THE ACCESS AISLE IS 8'-0" WIDE MINIMUM.

IDENTIFICATION SIGN, TYPICAL

DIAGONAL STRIPES 4" WIDE, 3'-0" MAXIMUM ON CENTER, PAINT WITH CONTRASTING COLOR AGAINST PARKING SURFACE
(BLUE ON CONCRETE / WHITE ON ASPHALT)

ACCESS AISLES SHALL BE MARKED WITH A BLUE PAINTED BORDERLINE AROUND THEIR PERIMETER. THE AREA WITHIN THE BLUE BORDERLINES SHALL BE MARKED WITH HATCHED LINES A MAXIMUM OF 36 INCHES ON CENTER IN A COLOR CONTRASTING WITH THAT OF THE AISLE SURFACE, PREFERABLY BLUE OR WHITE.

INTERNATIONAL SYMBOL OF ACCESSIBILITY - 36" X 36" MIN

THE WORDS "NO PARKING" SHALL BE PAINTED ON THE SURFACE WITHIN EACH ACCESS AISLE IN WHITE LETTERS A MINIMUM OF 12 INCHES IN HEIGHT AND LOCATED TO BE VISIBLE FROM THE ADJACENT VEHICULAR WAY. ACCESS AISLE MARKINGS MAY EXTEND BEYOND THE MINIMUM REQUIRED LENGTH.

Image credit: DGS staff

Detail is not to scale

KSR CIVIL ENGINEERING

P.O. Box 6794
Moraga, CA 94570-6794
Phone: 510-774-5471
Email: mattrei59@gmail.com
RCE 39863 LS 7115

COST PROPOSAL

TO: David Aranda
Interim General Manager - KPPCSD
217 Arlington Ave.
Kensington, CA 94707

EMAIL: daranda@kppcsd.org

PROJECT: Proposed ADA parking space along Arlington Avenue in front of the Kensington Public Safey Building

SCOPE OF WORK: Civil Engineering Consulting for design of vehicular ADA parking space

FEES: Time and Expense basis, based on $210/hour for a registered Civil Engineer

TERMS AND CONDITIONS:
Terms and conditions in this proposal are valid for 90 days.
Terms of Payment: 30 days after date of invoice.
If termination of this agreement is necessary it will be done in writing by the Client or by KSR Civil Engineering.
The aforementioned fees are applicable unless there is an approved change in the Scope of Work. All changes to the Scope of Work will be done in writing.

SUBMITTED BY:

KSR CIVIL ENGINEERING

BY: Matthew L. Rei

TITLE: OWNER

DATE: 10/23/20

AUTHORIZATION TO PROCEED
This proposal is hereby accepted.
KSR CIVIL ENGINEERING is hereby authorized to proceed with the work described above.

ORGANIZATION: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

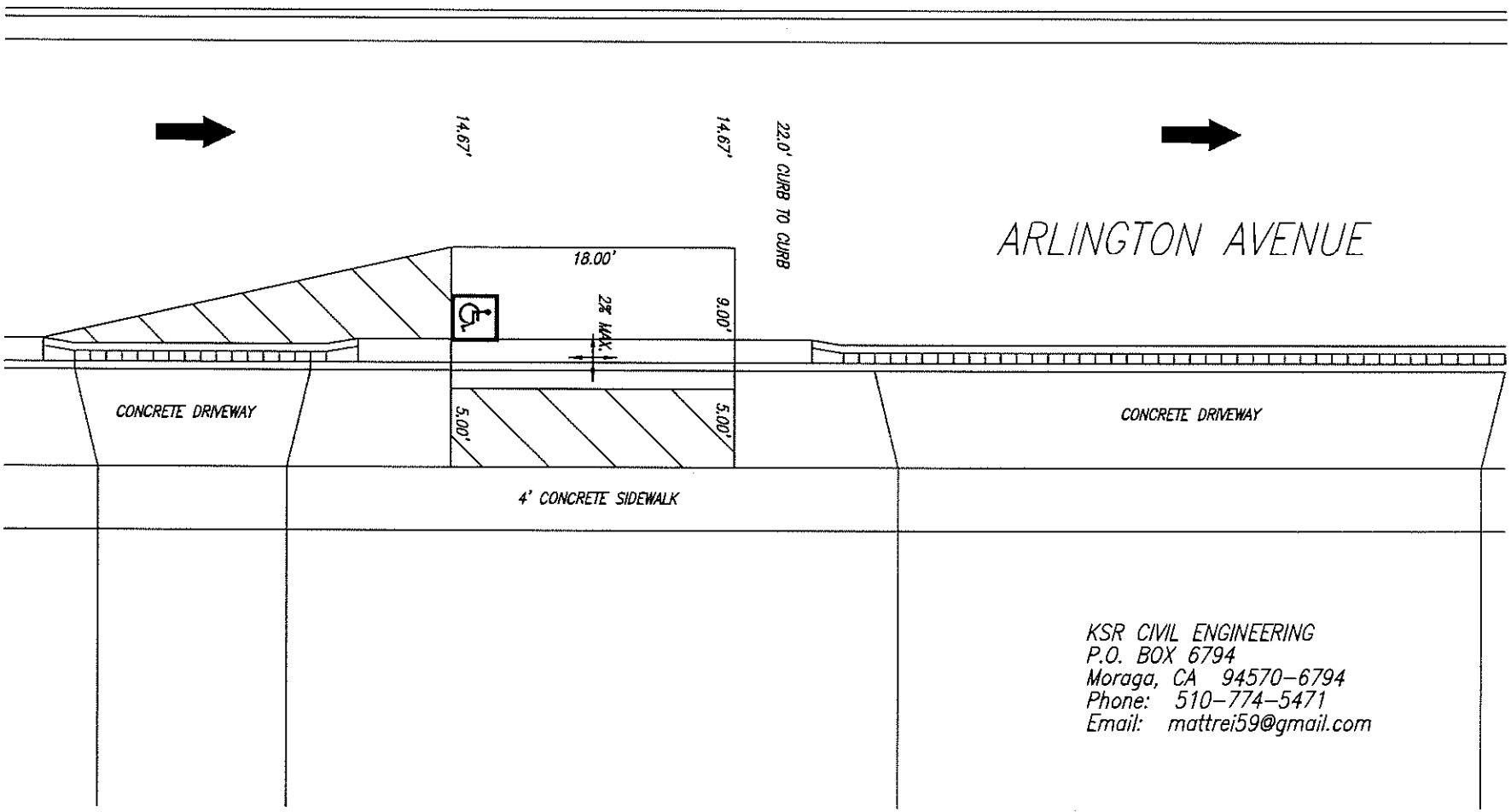
BY: _____

TITLE: _____

DATE: _____

POTENTIAL ADA SPACE @
KENSINGTON PUBLIC SAFETY BUILDING

SCALE: 1"=10'



KSR CIVIL ENGINEERING
P.O. BOX 6794
Moraga, CA 94570-6794
Phone: 510-774-5471
Email: mattrei59@gmail.com

From: Matt Rei <mattrei59@gmail.com>
Sent: Monday, November 2, 2026 10:58 AM
To: David Aranda <DAranda@kppcsd.org>
Subject: RE: ADA

David,

There would need to be a topographic survey of the proposed ADA parking space and surrounding improvements for me to properly design the parking space. Once I have the topographic survey, I would estimate a not to exceed figure of $10,080 (48 hours) to produce an engineering improvement plan and approximate cost estimate, utilizing the Contra Costa County Unit Price Guide for Improvement Bond Estimates.

Please call me if you have any questions.

Regards,

Matt Rei
KSR Civil Engineering
510-774-5471

From: David Aranda <DAranda@kppcsd.org>
Sent: Monday, November 2, 2026 9:24 AM
To: Matt Rei <mattrei59@gmail.com>
Subject: RE: ADA

Matt: Do you have any idea of the number of hours it would take you to determine the ability to place an ADA spot on the Arlington, draw plans and obtain cost estimates for constructing such a spot? Possibly a not to exceed dollar amount? David.

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Discussion Regarding Reserves for KCSD

RECOMMENDATION:

This is a discussion item but the Board may wish to look at addressing the overall financial picture of the District in the next year or two by having a financial analyst perform an actual financial study.

BACKGROUND:

Director Bastein requested that a discussion take place so that there is a clear understanding of reserves that were projected by Ridgeline and the reserves the District is realizing. Mary and I have had a discussion (see Mary's memo attached), and I believe there may be a misunderstanding of what the District shows as "reserves" at the end of a fiscal year, as opposed to "reserves" that are available at anytime for the District to use in case of an emergency, for a capital project or as an investment earning interest.

The attached spreadsheets can assist in understanding that when a fiscal year ends, and an audit for that year takes place, the Ridgeline projections and the actual amount of cash in the various bank accounts come close to matching. The reality of that amount of money being available for the District to use for a capital project or simply to count on earning interest is not accurate.

As has been noted the District needs close to five million dollars from July 1st of each fiscal year into December to cover operating expenses and contract obligations. Significant property tax money along with other assessment monies for police, fire and parks do not get deposited into the district's account until late December of each year.

When looking at the attached table C-8 from the Ridgeline projection it is important to note that the El Cerrito (EC) Fire Contract Requirement has increased to $2,525,358 that needs to be held. The C-8 table for the line item that states "available for general uses" which for 2027 projects $6,580,836 would be reduced to meet the increased EC fire contract requirement BUT it also includes the five million dollars the District needs to operate from July through December each year. The District is limited in actual reserves that would be available for a capital project or in case of an emergency.

EXHIBIT(S):

- District Reserves – Comparison of Fiscal Study and Actuals
- Bank Account Summary_June_October 2026

Item #22a

Kensington Community Services District

DATE: November 5, 2026

TO: David Aranda, Interim General Manager

FROM: Mary A. Morris-Mayorga, Consultant

SUBJECT: District Reserves – Comparison of Fiscal Study and Actuals

---

After the October Board meeting, we discussed reviewing district reserves to determine the reason for a large variance between the fiscal study projected reserves and actuals. Several reasons for variances immediately came to mind that were not known at the time of the fiscal study: Hazardous Vegetation Removal Reimbursement Grant, final Public Safety Building costs, and decommission of the temporary fire station.

As I began listing out what those specific differences are, I reviewed the ending balance for June 30, 2026, versus the fiscal study projection for that period. The fiscal study projected reserves balances to be $10,184,054 while the actual from the financials shows $10,251,633. The concern was raised when reviewing the September 2026 financials where the reserves shown were $7,803,473.

Since June 2026, the district has paid bills for July, August, and September: $868,714, $872,779, and $892,661. Strictly reducing the June reserves by the total of those payments, $2,634,154, would bring reserves to $7,617,479. This is lower than the actual on September 30th due to various deposits; therefore, it appears reserves are tracking the district's cash flow expectations since the major revenues are property taxes which will not be received until December and then again in April. Please let me know if there is any additional information you would like me to review.

Bank/Institution	Account Number	10/31/26 Balance	Description of Account	Funds Reserved For
Five Star Bank	0780	$ 949,731	Checking account for all payables and payroll transfers	
Five Star Bank	0772	$ -	Payroll	
Five Star Bank	8817	$ 5,618	Flexible spending account (FSA)	$ 5,618
Five Star Bank	0799	$ 753,429	Savings account	$5,0000,000 - 6 months Operating Costs July - December each year
LAIF		$ 4,729,576	State operated savings account (Fire contract and replacement of vehicles and equipment)	$1,523,276 - Rolling Stock Reserves $2,461,540 - 6 months Operating Reserves
California CLASS	0001	$ -	KCC for capital improvements	
California CLASS	0002	$ 911,755	Savings account	
California CLASS	0003	$ 6,252	Paths funding/savings account	$ 6,252
		$ 7,356,360	**TOTAL**	

Bank/Institution	Account Number	9/30/26 Balance	Description of Account	Funds Reserved For
Five Star Bank	0780	$ 751,231	Checking account for all payables and payroll transfers	
Five Star Bank	0772	$ -	Payroll	
Five Star Bank	8817	$ 5,541	Flexible spending account (FSA)	$ 5,541
Five Star Bank	0799	$ 1,448,924	Savings account	$5,0000,000 - 6 months Operating Costs July - December each year
LAIF		$ 4,682,825	State operated savings account (Fire contract and replacement of vehicles and equipment)	$1,523,276 - Rolling Stock Reserves $2,461,540 - 6 months Operating Reserves
California CLASS	0001	$ -	KCC for capital improvements	
California CLASS	0002	$ 908,721	Savings account	
California CLASS	0003	$ 6,231	Paths funding/savings account	$ 6,231
		$ 7,803,473	**TOTAL**	

Bank/Institution	Account Number	8/31/26 Balance	Description of Account	Funds Reserved For
Five Star Bank	0780	$ 946,914	Checking account for all payables and payroll transfers	
Five Star Bank	0772	$ -	Payroll	
Five Star Bank	8817	$ 4,993	Flexible spending account (FSA)	$ 4,993
Five Star Bank	0799	$ 2,241,902	Savings account	$5,0000,000 - 6 months Operating Costs July - December each year
LAIF		$ 4,682,826	State operated savings account (Fire contract and replacement of vehicles and equipment)	$1,523,276 - Rolling Stock Reserves $2,461,540 - 6 months Operating Reserves
California CLASS	0001	$ -	KCC for capital improvements	
California CLASS	0002	$ 905,878	Savings account	
California CLASS	0003	$ 6,212	Paths funding/savings account	$ 6,212
		$ 8,788,726	**TOTAL**	

Bank/Institution	Account Number	7/31/26 Balance	Description of Account	Funds Reserved For
Five Star Bank	0780	$ 438,401	Checking account for all payables and payroll transfers	
Five Star Bank	0772	$ -	Payroll	
Five Star Bank	8817	$ 4,770	Flexible spending account (FSA)	$ 4,770
Five Star Bank	0799	$ 3,182,044	Savings account	$5,0000,000 - 6 months Operating Costs July - December each year
LAIF		$ 4,682,825	State operated savings account (Fire contract and replacement of vehicles and equipment)	$1,523,276 - Rolling Stock Reserves $2,461,540 - 6 months Operating Reserves
California CLASS	0001	$ -	KCC for capital improvements	
California CLASS	0002	$ 903,004	Savings account	
California CLASS	0003	$ 6,192	Paths funding/savings account	$ 6,192
		$ 9,217,236	**TOTAL**	

Bank/Institution	Account Number	6/30/26 Balance	Description of Account	Funds Reserved For
Five Star Bank	0780	$ 633,690	Checking account for all payables and payroll transfers	
Five Star Bank	0772	$ -	Payroll	
Five Star Bank	8817	$ 4,647	Flexible spending account (FSA)	$ 4,647
Five Star Bank	0799	$ 4,069,344	Savings account	$5,0000,000 - 6 months Operating Costs July - December each year
LAIF		$ 4,637,524	State operated savings account (Fire contract and replacement of vehicles and equipment)	$1,523,276 - Rolling Stock Reserves $2,461,540 - 6 months Operating Reserves
California CLASS	0001	$ -	KCC for capital improvements	
California CLASS	0002	$ 900,155	Savings account	
California CLASS	0003	$ 6,172	Paths funding/savings account	$ 6,172
		$ 10,251,533	**TOTAL**	

From: Dmitry Semenov <dsemenov@ridgelinemuni.com>
Sent: Friday, November 6, 2026 8:45 AM
To: David Aranda <DAranda@kppcsd.org>
Subject: RE: your comments

David,

This looks good. A conversation / study session that you would want to have with the Board is actually to work through the fund balance and reserves and determine the following:

1. What is the minimum level of reserves? What level of reserves at the end of the year is the contractually obligated or bare minimum requirements:
    a. Operating cash to last until the property taxes come in
    b. Emergency reserve fund
    c. EC Contract amount
    d. Anything else that you need to maintain per agreements or to survive

Falling below this amount means that the District is in a dire financial situation

2. What is the optimal level of reserves? This includes everything above +
    a. Reserves you want o build up for special projects
    b. On-going capital replacement reserves
    c. Anything else that is prudent

Maintaining this level of reserves means the District is healthy (unless there is a projected period of annual losses)

3. Anything above that amount can be used at the District discretion and is subject to the policy setting of the Board.

You are probably beginning to see the initial indicators of what makes up Category 1 for the consolidated district.

When we do the fiscal model update, this would be one of the conversations that I would want to have with the staff and subsequently the Board.
Warmest regards,

Dmitry Semenov | Principal

Ridgeline Municipal Strategies, LLC
2213 Plaza Drive, Rocklin, CA 95765
(916) 250-1590 | dsemenov@ridgelinemuni.com

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Adopt Resolution No. 2026-19 of the Board of Directors of the Kensington Community Services District expressing appreciation to Sarah Gough for her contributions to the Kensington Community

---

RECOMMENDATION:

Read and adopt Resolution No. 2026-19, a resolution of the Board of Directors of the Kensington Community Services District expressing appreciation to Sarah Gough for her contributions to the Kensington Community.

BACKGROUND:

Director Sarah Gough has served the Kensington Police Protection District and Community Services District and the Kensington Community Services District for a full four-year term. I have had the pleasure of working for her most of those four years. Her dedication to the community is much appreciated.

EXHIBIT(S):

- Resolution No. 2026-19, a resolution of the Board of Directors of the Kensington Community Services District Expressing Appreciation to Sarah Gough for her Contributions to the Kensington Community

RESOLUTION NO. 2026-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON COMMUNITY SERVICES DISTRICT EXPRESSING APPRECIATION TO SARAH GOUGH FOR HER CONTRIBUTIONS TO THE KENSINGTON COMMUNITY

The Board of Directors of the Kensington Community Services District ("Board of Directors") does find as follows:

WHEREAS, Sarah Gough is a resident of Kensington; and

WHEREAS, Sarah Gough has been involved with the community as a volunteer with numerous organizations in Kensington; and

WHEREAS, Sarah Gough was elected to the Kensington Community Services District Board as a Director; and

WHEREAS, Sarah Gough carried out her duties in a faithful manner from December 2022 through November 2026, serving as Vice-President in 2023; and serving on District committees; and

WHEREAS, Sarah Gough has provided invaluable service, expertise, and thoughtful direction for the betterment of the community of Kensington.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Kensington Community Services District that the Board of Directors does hereby express to Sarah Gough its gratitude and appreciation for the services she has rendered as a Board Vice-President, Director, and volunteer to the community of Kensington.

BE FURTHER RESOLVED THAT the Clerk of the Board of Directors of the District shall be and hereby is authorized and directed to deliver a copy of the resolution to Sarah Gough.

PASSED AND ADOPTED by the Board of Directors of the Kensington Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the 12th day of November, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Sylvia Hacaj
President, Board of Directors

HEREBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Community Services District at the regular meeting of said Board held on Thursday, the 12th day of November, 2026.

_____ _____

Lynelle M. Lewis
District Clerk of the Board

David Aranda
Interim General Manger

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Adopt Resolution No. 2026-20 of the Board of Directors of the Kensington Community Services District Expressing Appreciation to Jim Watt for his Contributions to the Kensington Community

---

RECOMMENDATION:

Read and adopt Resolution No. 2026-120, a resolution of the Board of Directors of the Kensington Community Services District Expressing Appreciation to Jim Watt for His Contributions to the Kensington Community.

BACKGROUND:

Director Jim Watt has served in the Kensington Fire Protection District and the Kensington Community Services District. He has faithfully served the community during his tenure.

EXHIBIT(S):

- Resolution No. 2026-20, A Resolution of the Board of Directors of the Kensington Community Services District Expressing Appreciation to Jim Watt for His Contributions to the Kensington Community

RESOLUTION NO. 2026-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON COMMUNITY SERVICES DISTRICT EXPRESSING APPRECIATION TO JIM WATT FOR HIS CONTRIBUTIONS TO THE KENSINGTON COMMUNITY

The Board of Directors of the Kensington Community Services District ("Board of Directors") does find as follows:

WHEREAS, Jim Watt is a resident of Kensington; and

WHEREAS, Jim Watt has been involved with the community as a volunteer with numerous organizations in Kensington; and

WHEREAS, Jim Watt was elected to the Kensington Community Services District Board as a Director; and

WHEREAS, Jim Watt carried out his duties in a faithful manner from December 2022 through November 2026, serving as a Director; and serving on District committees; and

WHEREAS, Jim Watt has provided invaluable service, expertise, and thoughtful direction for the betterment of the community of Kensington.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Kensington Community Services District that the Board of Directors does hereby express to Jim Watt its gratitude and appreciation for the services he has rendered as a Director, committee member, and volunteer to the community of Kensington.

BE FURTHER RESOLVED THAT the Clerk of the Board of Directors of the District shall be and hereby is authorized and directed to deliver a copy of the resolution to Jim Watt.

PASSED AND ADOPTED by the Board of Directors of the Kensington Community Services District upon motion by Director _____, seconded by Director _____, on Thursday, the 12th day of November 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Sylvia Hacaj
President, Board of Directors

HISEBY CERTIFY the foregoing resolution was duly and regularly adopted by the Board of Directors of the Kensington Community Services District at the regular meeting of said Board held on Thursday, the 12th day of November 2026.

_____ _____

Lynelle M. Lewis
District Clerk of the Board

David Aranda
Interim General Manger

Item #25

Kensington Emergency Preparedness Report

NOVEMBER 2026

Emergency Preparedness Coordinator

Johnny Valenzuela

November Overview

This month's work shifted Kensington's all-hazards focus toward the rainy season while continuing wildfire-preparedness momentum. Key developments included rainy-season and atmospheric-river readiness messaging, sandbag availability for Kensington residents, Kensington-wide Firewise renewal data collection, the start of CERT Basic Training, and the CERT Flood Club tabletop session.

Rainy Season and El Niño Preparedness

Seasonal Outlook

For Kensington, a wetter winter can bring localized street flooding, clogged storm drains, saturated hillsides, downed trees, and power outages. Many of the same household steps used for wildfire readiness, such as supply kits, alert sign-ups, and neighbor-to-neighbor communication, apply directly to winter storms.

Get Ready for Atmospheric Rivers

Now is the time to start preparing for winter storms. One of the simplest things residents can do is keep storm drains clear by cleaning up their own property before the rain starts.

Leaves, pine needles, and other debris build up on roofs and in gutters through the fall. If gutters and downspouts are blocked, rainwater can overflow and run toward foundations, walkways, and neighboring properties. Clear them out now so water can drain the way it should.





Loose leaves, branches, yard waste, and other debris can wash into the street during heavy rain and block storm drains. Rake, bag, and properly dispose of yard debris, and secure anything that could get washed away. Every property that's cleared out helps the whole neighborhood's drainage work better.

Sandbags Available for Kensington Residents



Sandbags are available to Kensington residents at the top of Kensington Park Road. If your home is in a low spot, sits on a slope, or has had water problems before, pick up sandbags early, before a storm is in the forecast.

Atmospheric rivers can show up quickly, and the best time to prepare is before the first big storm. A few hours of work now can help protect your home, your street, and your neighbors all winter long.

Firewise Renewals and Data Collection

Each of Kensington's 22 Firewise communities received its own survey to document 2026 home-hardening and defensible-space work. Firewise leads forwarded the surveys to residents, with a target response deadline of October 31 at 12:00 p.m. Late responses are still being accepted. Collecting data by community lets participation be tracked locally while the results are combined into a single Kensington-wide total.

Across the latest submitted spreadsheets, residents have reported:

198	$3,737,507	46,532	10,536
survey responses	invested in contractor, home-hardening, and landscaping/DIY work	hours of mitigation and preparedness activity	green-waste bin loads (plus 1,218 lawn-and-leaf bags)

These figures are self-reported totals from survey responses received to date. They do not capture all work completed throughout Kensington, and they do not indicate that renewal approvals are complete. Totals combine the 17 latest submitted spreadsheets, with earlier versions excluded to avoid double counting. Green-waste bins and lawn-and-leaf bags are reported separately because they are different units.

This data will support Firewise renewal applications, which are due in mid-November. It also gives Kensington measurable evidence of resident engagement, which strengthens future grant applications. A one-page case study tracing Kensington Firewise's growth from a single recognized community in 2023 to 22 in 2026 was also prepared for the Kensington Property Owners Association annual meeting. A fuller publication of the 2026 results is planned for early 2027.

CERT Program Updates

CERT Basic Training

El Cerrito-Kensington CERT Basic Training began Friday, October 9, with Unit 1: Intro to CERT at the Kensington Community Center (59 Arlington Ave), taught by Captain Crumpacker. Training information and future sessions are posted at ECKCERT.org.

Flood Club: Preparing for El Niño



On Wednesday, October 28, El Cerrito/Kensington CERT hosted Flood Club, a 7–9 p.m. tabletop session at Hana Gardens in El Cerrito, to help residents prepare for the rainy season and the anticipated high volume of precipitation. The Flood Club curriculum was developed by the Berkeley Disaster Preparedness Neighborhood Network and shared by CERT Richmond, which hosted its own "Super El Niño: Flood Club" in August. The EC/K session was tailored for El Cerrito and Kensington residents.

The session explained why this winter matters: a historic El Niño can fuel frequent, severe atmospheric rivers, raising the risk of localized flash flooding, long power outages, fallen trees, mudslides, and saturated soils. Its central message was that flood readiness starts at home and is strongest when neighbors prepare together.

Key takeaways

- **Use more than one alert channel:** Register with the County Community Warning System, know your evacuation zone, and keep a battery or hand-crank radio for when power or cell service is out.
- **Know your neighbors and what they have:** Use a Skills and Equipment Inventory to note who has a generator, medical training, a truck, or tools.
- **Plan how your block will communicate:** Don't assume everyone gets the same alert. An email list or WhatsApp group is a good start, backed by a PACE plan (Primary, Alternate, Contingency, Emergency).
- **Know who may need extra help:** Older adults, people with limited mobility, young children, people who live alone, and people with limited English.
- **Adopt a drain:** Organize neighbors to identify and regularly clear the storm drains on their street, especially before and during big storms.
- **Plan for sanitation:** A simple two-bucket emergency toilet can help when water service is out or toilets can't be used.

Flood Club Resource Guide. Everything covered at the session, including checklists in English and Spanish, is posted at eckcert.org/flood-club-guide

START HERE

Six things to do this week

1. **Sign up for alerts.** Register with the County Community Warning System and El Cerrito Police Nixle.
2. **Make a household plan.** Contact list, meeting spots, and more than one way out.
3. **Pack a go bag and a stay box.** One for leaving fast, one for staying put without power or water.
4. **Get sandbags early.** Up to 10 free per household at the El Cerrito Recycling Center, 7501 Schmidt Lane.
5. **Bag your papers.** Seal important documents in plastic and store them up high.
6. **Meet your neighbors.** Share skills and tools, agree how you'll communicate, and adopt a storm drain.

What flood alerts mean

READY
Outlook
Risk of a weather hazard in the next 7 days. Make a plan of action.

SET · BE PREPARED
Flood Watch
Conditions look favorable for flooding. Have your plan ready.

GO · BE AWARE
Flood Advisory
A nuisance or significant inconvenience is possible. Use caution.

GO · ACT!
Flood Warning
Flooding is happening or about to. Move to higher ground immediately.

Alert levels adapted from National Weather Service guidance.

6 inches of moving water can knock a person down.
1 foot of moving water can sweep a car away.

Kensington Community Services District

DATE: November 12,2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: General Manager's Monthly Report for October 2026

The months move along very quickly. Here are bullet points regarding work your IGM performed over the month of October. I welcome any questions prior to the board meeting so that we have a full understanding of operational work taking place.

- Communication with your incoming General Manager, the ad hoc hiring committee, legal counsel Laura Fowler and assistance from Mary in confirming and processing various aspects of the compensation package and contract.

- Numerous conversations with the county and a civil engineer regarding the possibility of placing an ADA approved parking spot in front of the Public Safety Building. (see agenda item).

- Please note that according to the agreement the District has with Bay View Refuse, a 3.4% cost of living increase will take place on January 1, 2027. Attached are the current rates and the rates effective January 2027. The District went through the proposition 218 process a few years ago and that process is still valid. Prior to the January 2028 rate increase, the district will need to go through the entire proposition 218 process again.

- Please note the attached information regarding the successful clean-up week, held in September and the shredding day, held in October.

- Worked with Rosa Ruiz in filling out the SDRMA Questionnaire, which is used to determine fiscal year 2028 rates.

- Interaction with Mary, and Raymond, our IT vendor, in setting up the IT needs in the Public Safety Building for administration.

- Coordinated a presentation by a representative from the County to appear and present information about hazardous vegetation in Kensington at the Emergency Preparedness Meeting. Attended the meeting via Zoom.

- Discussions with a Pathkeeper representative regarding the proposed work for the ABC paths, phase 2 and the proposed idea of the District taking ownership of four additional paths. (See agenda items).

- Attempts to contact the mausoleum owners to discuss the eucalyptus grove that many consider to be a fire hazard.

- Interacted with various directors and residents on assorted items.

EXHIBIT(S):

- Clean-up Tonnage_Shredding Event
- Bay View Refuse CPI increase 2027
- Consumer Price Index August 2026 Table
- Administrative & Park Coordinator Report

From: Kim Christie <kchristie@baycitiesrefuse.com>
Sent: Thursday, October 29, 2026 8:54 AM
To: David Aranda <daranda@kppcsd.org>
Cc: Greg Christie <gchristie@baycitiesrefuse.com>
Subject: Clean-up Tonnage/Shredding Event

Morning David, See below for Clean-up tonnage and the Shredding Event:

Kensington 2026 Clean-up:

Garbage	77.73 tons
Scrap metal	17.92 tons
E-Waste	1.75 tons
Hazardous Waste	5.65 tons

Breakdown:

20 loads of garbage

10 loads of scrap metal

2-3 trucks per day

10 men each day

Provided assistance to 3 residents per day to include a refrigerator removal from a resident's kitchen.

Collected 15 refrigerators

Collected 52 mattresses taken to the mattress council.

Worked with Urban Ore from Berkely for reuse items. Will work with them next year.

All in all if was another great year and Residents love the service!!!

Shredding Event: Saturday, October 24th

The event went well. I counted roughly 48 cars that came by, with a steady stream until 1:00pm Bay Shred was great as usual. The driver waited until the bins were full before he pushed the hydraulic lift to dump each one. He indicated 32 total dumps of the 64 gallon carts and half the truck was full. Rosa should be receiving the total pounds with the invoice.

Residents were very grateful for the event and I met some customers in person that I have talked to on the phone for years and one very dear customer that I recognized his voice and his Cal Bears hat!

We also hosted a Compost Give-away at the same time. We had a full box of compost and ended up with half full!

Because of the time of year, not as many residents came compared to June.

There was still residents that collected compost and 2 residents that came by 3 or 4 times to fill their bins.

Kim



September 30, 2026

Mr. David Aranda, General Manager
Kensington Community Services District
217 Arlington Ave
Kensington, CA 94707

Subject: Kensington proposed rate increase effective January 1, 2027, according to Consumer Price Index (CPI) calculation of new rates.

Dear Mr. Aranda,

According to the franchise agreement with the District, Exhibit B, Rate Adjustment Methodology, rates shall be adjusted annually according to the Annual Percentage Change in the Consumer Price Index (CPI).

We have attached Table 4. CPI-U (All Urban Consumers) for the San Francisco-Oakland-Hayward, CA all Items Index change from August 2025 to August 2026, showing a 3.4% percentage change over the past year.

Please see attached a schedule with the current 2026 rates along with the projected rates effective January 1, 2027.

Please don't hesitate to contact me if you have any additional questions.

Sincerely,
Bayview Refuse and Recycling Service,

Gregory Christie

Gregory Christie, President

Residential:	**Current Monthly Rates**	**Projected Rates 1/1/2027**
1-32 gallon can Once a week service	$63.12	$65.30
2-32 gallons cans Once a week service	$126.12	$130.45
3–32-gallon cans Once a week service	$189.19	$195.65
1-20 gallon can (mini) Once a week service	$59.12	$61.30
1-45 gallon can Once a week service	$134.69	$139.30
Commercial:		
1 cubic yard-wet	$69.41	$71.80
2 cubic yard-wet	$138.83	$143.60
1 cubic yard-dry	$67.20	$69.50
2 cubic yard-dry	$134.39	$139.00
1-32 gallon cart Once a week service	$65.37	$67.60
1-45 gallon cart Once a week service	$90.23	$93.30
1-65 gallon cart Once a week service	$130.76	$135.20
1-95 gallon cart Once a week service	$196.14	$202.80

As per Agreement, Exhibit B, "Rate Adjustment Methodology" the rate for the 20-gallon can is $4.00 less than the 32-gallon rate

U.S. BUREAU OF LABOR STATISTICS

Economic News Release

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, August 2026
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule(1)	Percent change to Aug. 2026 from:			Percent change to Jul. 2026 from:		
		Aug. 2025	Jun. 2026	Jul. 2026	Jul. 2025	May 2026	Jun. 2026
U.S. city average	M	3.4	0.3	0.3	3.4	-0.4	0.0
Region and area size(2)							
Northeast	M	3.9	0.1	0.1	4.1	-0.3	0.0
Northeast - Size Class A	M	4.1	0.2	0.1	4.3	-0.1	0.2
Northeast - Size Class B/C(3)	M	3.6	0.0	0.2	3.9	-0.5	-0.3
New England(4)	M	3.4	0.0	0.2	3.9	-0.3	-0.1
Middle Atlantic(4)	M	4.1	0.1	0.1	4.2	-0.2	0.0
Midwest	M	3.6	0.2	0.4	3.5	-0.7	-0.2
Midwest - Size Class A	M	2.9	0.0	0.2	3.0	-0.7	-0.2
Midwest - Size Class B/C(3)	M	4.1	0.3	0.5	3.8	-0.7	-0.2
East North Central(4)	M	3.6	0.4	0.4	3.4	-0.6	-0.1
West North Central(4)	M	3.7	-0.1	0.4	3.7	-0.8	-0.5
South	M	3.1	0.3	0.2	3.2	-0.3	0.1
South - Size Class A	M	2.9	0.2	0.1	2.8	-0.3	0.2
South - Size Class B/C(3)	M	3.3	0.4	0.3	3.4	-0.3	0.1
South Atlantic(4)	M	3.2	0.1	0.1	3.4	-0.2	0.1
East South Central(4)	M	3.9	0.7	0.7	3.5	-0.3	0.1
West South Central(4)	M	2.7	0.7	0.4	2.5	-0.6	0.3
West	M	3.2	0.5	0.5	3.0	-0.3	0.0
West - Size Class A	M	3.5	0.5	0.4	3.4	-0.2	0.1
West - Size Class B/C(3)	M	2.9	0.4	0.6	2.6	-0.4	-0.2
Mountain(4)	M	3.1	0.8	0.8	2.7	-0.5	0.0
Pacific(4)	M	3.3	0.3	0.3	3.1	-0.2	0.0
Size classes							
Size Class A(5)	M	3.4	0.3	0.2	3.3	-0.3	0.1
Size Class B/C(3)	M	3.4	0.3	0.4	3.4	-0.4	-0.1
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	2.4	0.3	0.5	2.5	-1.1	-0.1
Los Angeles-Long Beach-Anaheim, CA	M	3.6	0.8	0.5	3.4	0.0	0.3
New York-Newark-Jersey City, NY-NJ-PA	M	4.3	0.5	0.0	4.6	0.2	0.5
Atlanta-Sandy Springs-Roswell, GA	2	2.9	0.2	-	-	-	-
Baltimore-Columbia-Towson, MD(6)	2	2.3	-0.2	-	-	-	-
Detroit-Warren-Dearborn, MI	2	3.7	0.0	-	-	-	-

Footnotes

(1) Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
(2) Regions defined as the four Census regions.
(3) Indexes on a December 1996=100 base.
(4) Indexes on a December 2017=100 base.
(5) Indexes on a December 1986=100 base.
(6) 1998 - 2017 indexes based on substantially smaller sample.
(7) Indexes on a December 2001=100 base.
(8) Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Area	Pricing Schedule(1)	Percent change to Aug. 2026 from:			Percent change to Jul. 2026 from:		
		Aug. 2025	Jun. 2026	Jul. 2026	Jul. 2025	May 2026	Jun. 2026
Houston-The Woodlands-Sugar Land, TX	2	1.3	0.4	-	-	-	-
Miami-Fort Lauderdale-West Palm Beach, FL	2	3.7	0.1	-	-	-	-
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2	4.2	-0.7	-	-	-	-
Phoenix-Mesa-Scottsdale, AZ(7)	2	2.5	0.5	-	-	-	-
San Francisco-Oakland-Hayward, CA	2	3.4	0.1	-	-	-	-
Seattle-Tacoma-Bellevue, WA	2	4.4	0.1	-	-	-	-
St. Louis, MO-IL	2	2.9	0.2	-	-	-	-
Urban Alaska	2	3.3	0.8	-	-	-	-
Boston-Cambridge-Newton, MA-NH	1	-	-	-	3.7	0.2	-
Dallas-Fort Worth-Arlington, TX	1	-	-	-	2.9	-0.1	-
Denver-Aurora-Lakewood, CO	1	-	-	-	3.9	-0.7	-
Minneapolis-St.Paul-Bloomington, MN-WI	1	-	-	-	3.2	-0.6	-
Riverside-San Bernardino-Ontario, CA(4)	1	-	-	-	3.2	-0.1	-
San Diego-Carlsbad, CA	1	-	-	-	2.7	-0.2	-
Tampa-St. Petersburg-Clearwater, FL(8)	1	-	-	-	1.9	-0.1	-
Urban Hawaii	1	-	-	-	5.6	0.1	-
Washington-Arlington-Alexandria, DC-VA-MD-WV(6)	1	-	-	-	4.0	0.3	-

Footnotes

(1) Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
(2) Regions defined as the four Census regions.
(3) Indexes on a December 1996=100 base.
(4) Indexes on a December 2017=100 base.
(5) Indexes on a December 1986=100 base.
(6) 1998 - 2017 indexes based on substantially smaller sample.
(7) Indexes on a December 2001=100 base.
(8) Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table of Contents

Last Modified Date: September 11, 2026

U.S. BUREAU OF LABOR STATISTICS Consumer Price Index Office of Prices and Living Conditions Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

Telephone: 202-691-7000_ www.bls.gov/CPI Contact CPI

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

FROM: Rosa Ruiz, Administrative & Park Coordinator

SUBJECT: Administrative & Park Coordinator Report

Bay Shred Community Shredding Event – October 24, 2026

In partnership with Bay View Refuse, the Bay Shred community shredding event held on October 24 was a success. The driver reported that community members filled 32 of the 64-gallon collection bins. Based on an estimated seven banker boxes per bin, approximately **224 banker boxes of documents** were collected for shredding.

A Certificate of Destruction was provided, confirming that all collected materials were securely and confidentially destroyed through an NAID (National Association for Information Destruction) AAA-Certified Shredding Process. This event provided valuable service to the Kensington community by offering residents an opportunity to securely dispose of confidential documents free of charge.

2026 General Election – November 3, 2026

On Tuesday, November 3, 2026, the Kensington Community Center once again opened its doors as a polling location for the 2026 General Election providing the community with a designated location for Election Day voting.

Upcoming Community Center Activities and Reservations

The Community Center continues to maintain a steady schedule of reservations throughout the remainder of 2026. Recent and upcoming activities include a CHP promotional ceremony; nationwide auction buyers and appraisers specializing in pre-owned valuables, precious metals, and estate collections; Bar and Bat Mitzvah celebrations; birthday parties; book launches; retirement celebrations; community CERT events; and regular community group meetings.

These reservations reflect the continued use of the Community Center for a variety of private events, organizational activities, and community gatherings.

Item #27

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

FROM: Mary A. Morris-Mayorga, Consultant

SUBJECT: Consultant's Monthly Report for October

RECOMMENDATION:
This item is for information only; no action is requested.

BACKGROUND:
Transition activities have continued and are nearing completion, with progress on many initiatives.

Transition/General Management

- Meetings with David Aranda:
  - ✓ BOD agenda/meeting; finance-various invoices in preparation for new GM transition; GM recruitment, timing, salary/benefits evaluation/memo (401a Plan research/coordination), consulting needs, and final updates; Emergency Preparedness Committee; website transition of files/final steps to shut down KFPD's; coordination with Raymond Mar/IT on KFPD data migration of email/files; coordination of PSB inventory listing; and general management/administration
- Submit "Contact Us" current draft for webpage development
- Retiree dental and vision – all former fire participant forms have been submitted to SDRMA

Information Technology

Email/data migration from Google Workspace to Microsoft 365 *(Board members who were originally with KFPD)*: David Aranda, Raymond Mar and I met several times to review the current user profiles/needs to establish the structure for moving forward on the project. After receiving user input, Raymond determined additional training was not required and he will provide user data files via SharePoint to me for transferring into the Microsoft 365 file structure which will save costs given my familiarity with files. David and I agreed that the district has Information Technology funds available for this project, so David authorized him to proceed.

Timing and new email addresses will be provided further into the project. KCSD has a two-year email retention rule, so users will be given a grace period of 1-2 months to save emails which would be impacted by this rule prior to automatic deletion. A reminder notification will be sent out

to Board members and consultants as we approach this point of the project.

Public Safety Building Internet:
(background) Over the past several months, we have received reported slow internet speeds by fire staff. On 6/11, we met with El Cerrito IT who intended to provide a list of recommended considerations (security and best practice). I contacted AT&T who confirmed speeds are faster than plan speed; they recommended and sent Wi-Fi extenders to improve signal consistency throughout the building.

Raymond Mar/IT was part of the 6/11 meeting and reviewed the server room and later provided a thorough connectivity review which showed that the current issues appear to be due to the setup which he recommended changes for (detail provided by Raymond separately). He is working to establish segregated fire versus administration access to further improve any potential bandwidth issues. Once changes are fully implemented it should address all concerns.

Emergency Preparedness
- Meetings/calls with David Aranda and/or Johnny Valenzuela to discuss Emergency Preparedness and Committee items:
  - ✓ Work Plan items/coordination, status of current activities to prepare for 2026 report
  - ✓ Continued on transition of Website Email Distribution Lists to KCSD; working to redirect website traffic to KCSD
  - ✓ Coordination of October EPC meeting agenda/packet and follow-up

Finance
- Provided background, status and description of various monthly invoices and information requested by auditors
- Reviewing fiscal study reserves projection versus actual to identify variances (still in progress)

Public Safety Building
- Internet speeds – (see *Information Technology*)
- ADA access – discussed this topic several times with David Aranda; researched and provided renovation detail on plans and path of egress; the Board discussed and staff continues to work on this item
- Door access card/keypads – we were recently notified that a door within the PSB needs to have access limited to fire staff. After researching the ability to limit access, we determined that the system is capable of this specific type of programming so will be working with the contractor to ensure this is completed. As part of this, we will transition management of this function to the new General Manager to ensure continuity.

EXHIBIT(S):
None