



CONTRA COSTA COUNTY OFFICE OF THE SHERIFF  
DAVID O. LIVINGSTON  
SHERIFF - CORONER

March 4, 2020

Kensington Police Protection District  
217 Arlington Avenue  
Kensington, CA 94707  
Attention: Chief Steve Simpkins

Dear Chief Simpkins:

**Subject: Amended Contract for Police Services**  
**Term: October 22, 2019 – June 30, 2020**

Please follow these steps to move the Amendment forward:

- Read, sign and initial the original Amendment where indicated.
- Return the original to the below address.

Office of the Sheriff  
651 Pine Street, 7<sup>th</sup> floor  
Martinez, CA 94553  
Atten: Sandra Brown

Should you have any questions regarding this contract, please call me at (925) 335-1553.

Sincerely,

Sandra Brown  
Director of Support Services  
Contracts & Grants Unit

**CONTRACT AMENDMENT/EXTENSION  
AGREEMENT  
(Purchase of Services – Long Form)**

Number:  
Fund/Org: 2500  
Account: 9732  
Other:

1. **Identification of Contract to be Extended.**

Number: unknown

Effective Date: October 22, 2019

Department: Office of the Sheriff

Subject: Police Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Kensington Police Protection and Community Services District

Capacity: A public agency

Address: 217 Arlington Avenue, Kensington, CA 94707

3. **Amendment Date.** The effective date of this Amendment/Extension Agreement is March 10, 2020.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Extension of Term.** The termination date of the above described contract is hereby extended from April 21, 2020 to a new termination date of June 30, 2020, unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ 75,000.00, from \$ 300,000.00 to a new total Contract Payment Limit of \$ 375,000.00.

**CONTRACT AMENDMENT/EXTENSION  
AGREEMENT  
(Purchase of Services – Long Form)**

Number:  
Fund/Org: 2500  
Account: 9732  
Other:

7. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

**CONTRACTOR**

Signature A Name of business entity: Kensington Police Protection and Community Services District	Signature B Name of business entity: Kensington Police Protection and Community Services District
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS  
(Purchase of Services - Long Form)

Number:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_ (Date),

before me, \_\_\_\_\_ (Name and Title of the Officer),

personally appeared, \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

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

By: [Signature]  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

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

AMENDMENT SPECIFICATION

In consideration for County's Agreement to provide services under the Agreement described herein, County and Kensington Police Protection and Community Services District agree to amend said Agreement as set forth below while other parts of the Agreement remain unchanged and in full force and effect.

1. Interagency Agreement, Paragraph 3 ("**Term**"), is hereby deleted in its entirety and replaced with the following:

*"3. **Term.** The effective date of this Agreement is October 22, 2019 and it terminates on June 30, 2020 unless sooner terminated as provided herein."*

2. Interagency Agreement, Paragraph 4 ("**Payment Limit**"), is hereby increased by \$75,000 from \$300,000 to a new total contract payment limit of \$375,000. Interagency Agreement, Paragraph 4 ("**Payment Limit**"), is hereby deleted in its entirety and replaced with the following:

*"4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$375,000.00."*

3. Interagency Agreement, Service Plan, Paragraph 5. a. ("**Payment Limit**"), is hereby deleted in its entirety and replaced with the following:

*"5.a. **Payment Limit.** The Agency shall pay County an amount not to exceed \$375,000.00."*

Initials: \_\_\_\_\_  
Contractor

\_\_\_\_\_ County Dept.

Please Initial

INTERAGENCY AGREEMENT  
(County Provides Services)

Number  
Fund/Org# 2500  
Account # 9732  
Other #

**COPY**

1. **Contract Identification.**

Department: Office of the Sheriff

Subject: Interagency Agreement between Contra Costa County Office of the Sheriff and Agency named below for law enforcement services.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: Kensington Police Protection and Community Services District  
Capacity: A public agency  
Address: 217 Arlington Avenue, Kensington CA 94707

3. **Term.** The effective date of this Agreement is October 22, 2019 and it terminates on April 21, 2020 unless sooner terminated as provided herein.

4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$300,000.00.

5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.



7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: N/A

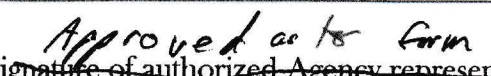
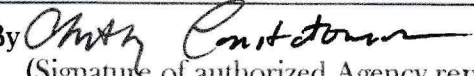
9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: California Government Code Section 26227 and Public Utilities Code Section 25721.

10. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS By  Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By  Deputy
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**AGENCY**

By  (Signature of authorized Agency representative) (Print name and title A) Anna Ombark, General Counsel	By  (Signature of authorized Agency representative) ANTHONY CONSTANTOULIS (Print name and title B) General Manager
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ACKNOWLEDGMENT/APPROVALS  
(Purchase of Services - Long Form)

Number:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA )

On \_\_\_\_\_ (Date),

before me, \_\_\_\_\_ (Name and Title of the Officer),  
personally appeared, \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

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

FORM APPROVED BY COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

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

**SERVICE PLAN**

1. **Purpose.** The Contra Costa County, Office of the Sheriff (herein County), shall provide law enforcement services to Kensington Police Protection and Community Services District (herein Agency) on a twenty-four (24) hour basis (herein Agreement). Law enforcement services are those authorized under the general laws of the State of California and local ordinances and shall include the enforcement of federal, state and local statutes.
  
2. **County Obligations.** The County shall:
  - A. Provide fully trained personnel consisting of one (1) Captain. Sheriff's personnel provided under this Agreement remain under the sole direction and control of County.
  - B. Supervise the daily operation of the Agency. This includes but is not limited to preparing and implementing schedules for Agency police officers and patrol vehicles.
  - C. Supervise all departmental personnel.
  - D. Submit reports to Agency either orally or in writing when requested or required.
  - E. Oversee all departmental expenditures, as well as the receipt of funds and property.
  - F. Oversee all special, auxiliary and/or reserve police officers, if any.
  - G. Supervise and control all training programs for department personnel and the assignment of personnel to such programs.
  - H. Discipline Agency personnel when necessary.
  - I. Attend Agency hearings when necessary.
  - J. Communicate with the public on matters related to crime, police operations and Agency policy.
  
3. **Agency Obligations.** The Agency shall:
  - A. Pay for salary and benefits of 1 (one) Captain position.

Initials: \_\_\_\_\_

Contractor

County



- B. Provide the assigned County Police Manager with Agency's general policies specific to providing law enforcement services to Agency. If Agency's policy conflicts with County's policies, County's policies will be observed.
- C. Give County full cooperation and assistance of its officer.
- D. Make available upon request, workspace, and other services as may be required for the performance of services under this Agreement during those periods of time when the County needs to be on Agency premises. County will provide any special tools, equipment or other materials as may be necessary to perform per the Agreement.

4. **Termination.** This Agreement may be terminated by either party, at their sole discretion, upon thirty (30) days written notice thereof to the other, and may be canceled immediately by written mutual consent. County shall be paid for its costs and work performed up to the time of termination. County will return property belonging to Agency, or dispose of it in the manner the Agency directs. Agency will return property to County, or dispose of it in the manner the County directs.

5. **Payment Provision.** County will provide law enforcement personnel consisting of (1) one Captain. Agency shall pay actual costs for law enforcement personnel and operational costs, based on actual number of assigned personnel, as set forth in Attachment 'A', attached to the Agreement. The annual costs may change due to an increase or decrease in salary and benefits. Actual charges include the following:

- a. Actual payroll costs worked by County personnel assigned to the Agency.

**Annual Rate Adjustment.** Rates shall be adjusted annually based on increases in salary and benefits, or for any other increases incurred by County for services provided under Agreement. Actual charges will be based on actual costs incurred by County.

**Payment Process.** Upon receipt of the monthly invoice provided to the Agency by County, Agency will pay County thirty (30) days from date of invoice. Payments shall be sent to the Office of the Sheriff, Fiscal Office, 651 Pine Street, 7<sup>th</sup> Floor, Martinez, CA 94553.

**Payment Limit.** The Agency shall pay County an amount not to exceed \$300,000.00.

6. **Amendments.** County and Agency can agree to amend the Agreement by providing thirty days written notice to the other.

7. **Labor Relations.** The Agency may at any time report to the County their concerns about County personnel performing services under this Agreement. The County will investigate

Initials: \_\_\_\_\_

Contractor

County

and take whatever action it deems appropriate. If the Agency requests any exceptions to County personnel rules and labor relations agreements, County will consider such requests and take whatever action, if any, it deems appropriate.

8. **Reports.** All reports, drawings, plans, studies, memoranda, video programs and other documents assembled or prepared by County personnel in connection with this Agreement shall be the property of the Agency, except law enforcement records prepared by County personnel which shall be retained by County.
9. **Interest of the County.** County, and its employees providing service hereunder, shall not make, participate in making, or in any way attempt to use the position afforded them by this Agreement to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq, or otherwise.
10. **Indemnification**  
Agency shall defend, indemnify and save harmless County, its officers and employees from all claims, suits or actions of every name, kind and description brought by or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by Agency, its officers, agents or employees under or in connection with this Agreement or with any work, authority or jurisdiction of Agency. Under no circumstances shall County have any liability to Agency or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to County's performance under this Agreement.
11. **Notices.** All notices under the Agreement shall be in writing and either delivered or mailed first class, certified mail, return receipt requested. The effective date of each delivered notice shall be the date of delivery. The effective date of each mailed notice shall be the date of receipt as shown on the return receipt. All notices shall be sent to:

AGENCY:

District of Kensington  
Kensington Police Protection District  
217 Arlington Avenue  
Kensington, CA 94707

COUNTY:

Office of the Sheriff's Office  
651 Pine Street, 7<sup>th</sup> Floor  
Martinez, CA 94553  
Attention: Fiscal Unit

Initials:                       
Contractor

                      
County

**ESTIMATED PERSONNEL COSTS  
FY 2019-20**

Description	CAPTAIN (6XDA) - SALARY & BENEFITS					
	FY 2018/19 TIER A	FY 2018/19 TIER C	FY 2017/18 PEPRA TIER E	FY 2019/20 TIER A	FY 2019/20 TIER C	FY 2019/20 PEPRA TIER E
Base Pay *	\$14,046.78	\$14,046.78	\$14,749.12	\$14,749.13	\$14,749.13	\$14,749.13
Education Incentive	\$1,007.86	\$1,007.86	\$1,058.25	\$1,058.25	\$1,058.25	\$1,058.25
Management Longevity-10yrs	\$351.17	\$351.17	\$368.73	\$368.73	\$368.73	\$368.73
Safety Longevity-15yrs	\$702.34	\$702.34	\$737.46	\$737.46	\$737.46	\$737.46
Safety Longevity-20yrs	\$280.94	\$280.94	\$294.98	\$294.98	\$294.98	\$294.98
Life Insurance	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25
Management Disability Insurance	\$140.47	\$140.47	\$147.49	\$147.49	\$147.49	\$147.49
Management Def Comp Incentive-Max	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
F.I.C.A. (Medicare)	\$237.64	\$237.64	\$249.52	\$249.52	\$249.52	\$249.52
Retirement	\$14,235.07	\$13,539.02	\$12,829.48	\$14,170.72	\$13,373.11	\$11,986.61
Retiree Health Care	\$1,054.76	\$1,054.76	\$1,054.76	\$1,080.61	\$1,080.61	\$1,080.61
Worker Compensation	\$652.29	\$652.29	\$684.90	\$380.31	\$380.31	\$380.31
Unemployment Insurance	\$8.19	\$8.19	\$8.60	\$8.60	\$8.60	\$8.60
OPEB - Other Post Employment Benefits	\$227.05	\$227.05	\$227.05	\$227.05	\$227.05	\$227.05
Health Insurance (Medical & Dental)	\$1,758.67	\$1,758.67	\$1,758.67	\$1,796.00	\$1,796.00	\$1,796.00
Salary & Benefit/Monthly	\$34,749.47	\$34,053.43	\$34,215.27	\$35,315.10	\$34,517.49	\$33,131.00
Salary & Benefit/Yearly	\$416,993.65	\$408,641.12	\$410,583.23	\$423,781.25	\$414,209.86	\$397,571.95
Annual Uniform Allowance (retirement compensable)	\$1,677.18	\$1,640.14	\$919.79	\$1,677.18	\$1,640.14	\$919.79
Holiday Pay (13) (Not Applicable)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>MAXIMUM ANNUAL SALARY &amp; BENEFIT COSTS</b>	<b>\$418,670.83</b>	<b>\$410,281.26</b>	<b>\$411,503.02</b>	<b>\$425,458.43</b>	<b>\$415,850.00</b>	<b>\$398,491.73</b>

\*FY 2019/2020 reflects 5% pay increase effective July 1,2019

\*\*Uniform Allowance is not retirement compensable for PEPRA Tier E

ASSUMPTIONS FY 2019-20:	Top Step	8) Retirement Rate: Sworn Tier-A
1) Regular Pay	7.00%	82.35%
2) Maximum Education Incentive	2.50%	77.71%
3) Maximum Management Longevity @ 10 yrs	5.00%	69.66%
4) Maximum Service Longevity @15yrs	\$6.25	\$1,080.61
5) Life Insurance: Per Month	1.000%	2.21%
6) Mgmt Disability (Long Term)	1.45%	0.05%
7) FICA (Medicare) Rate:	N/A	2.00%
Overtime Benefit Rate:		
<b>HOLIDAY PAY COMPUTATION:</b>		
N/A		

CAPTAIN PEPRA TIER E	
1920 Hourly Reg Paid Rate	\$99.47
Base Paid Rates	\$191.58
With Benefits	

CAPTAIN TIER A	
1920 Hourly Reg Paid Rate	\$99.47
Base Paid Rates	\$204.55
With Benefits	

**FY 2019/20**  
**Base Paid Rates**  
**With Benefits**

CAPTAIN TIER C	
1920 Hourly Reg Paid Rate	\$99.47
Base Paid Rates	\$199.93
With Benefits	

**FY 2019/20**  
**Base Paid Rates**  
**With Benefits**