

Agenda

Kensington Police Protection and Community Services District

Board of Directors
Regular Meeting (Hybrid)

Thursday, April 11, 2024
6:30 p.m. Special Meeting
7:00 p.m. Regular Meeting
Kensington Community Center
59 Arlington Avenue, Kensington, CA

www.kppcsd.org/2024-04-11-kppcsd-board-meeting

The page at the URL above will have instructions on how to join the online meetings.

Virtual Access:

https://us02web.zoom.us/j/89784218213?pwd=aFhOeXMyREJmc1NvMGhQcGFJcWdyUT09

Webinar ID: 897 8421 8213 Passcode: 634426

The Board may hold hybrid meetings, where most or all of the Directors attend in person but the District offers the public the option of attending by Zoom or other teleconferencing methods. Please be advised that those participating in such meetings remotely do so at their own risk. The Board meeting will not be cancelled if any technical problems occur during the meeting.

Special Meeting – 6:30 p.m.

Convene Special Meeting

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 Public 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 10940 San Pablo Ave., El Cerrito, CA 94530 or llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.

Adjourn to Closed Session

CONFERENCE WITH LABOR NEGOTIATORS (Government Code sec. 54957.6)
 Agency designated representatives: David Aranda

Unrepresented employee: Police Chief

KPPCSD Board Meeting Agenda April 11, 2024 Page 2 of 4

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Initiation of litigation pursuant to Gov't. Code Sec. 54956(d)(4): one case

Reconvene to Open Session

Report(s) from Closed Session (if any)

Adjourn Special Meeting

Regular Meeting - 7:00 p.m.

- 1. <u>Call to Order</u> (We are asking all participants to be recognized by the President before speaking)
- 2. Roll Call
- 3. **President's Comments**
- 4. **Public Comments**

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 10940 San Pablo Ave., El Cerrito, CA 94530 or llewis@kppcsd.org. For other concerns or needs contact David Aranda at (510) 960-0716.

Consent Calendar

- 5. Approve meeting Minutes for the special and regular meetings of March 14, 2024.
- 6. Receive and file the March bills paid and the March 2024 financial statements.

Discussion and Action

- 7. Discussion and approval for KPPCSD to enter into a contract with ERSIC, LLC for background work, public record requests and other non-sworn needs of the police department at an approximate cost of \$78,000 per year.
- 8. Discussion and approval to enter into a five-year agreement for providing Tasers to the KPPCSD police officers at a cost of \$51,500 over five years which includes training.

- 9. Approve Resolution 2024-01, A Resolution of the Board of Directors of the Kensington Police Protection and Community Services District Acknowledging the Scouts BSA Troop 100, For Their Volunteer Services Toward the Community of Kensington and the Kensington Park Facilities.
- 10. Approve a mailer to Kensington residents that provides information on evacuation during a wildfire and urges citizens to understand their responsibilities and develop a personal evacuation plan.
- 11. Discussion and approval of expending up to \$60,300 for preliminary work on possible police building site with DLR Group and up to \$70,000 with Kropp & Associates to perform Geo Technical work on the possible building site.
- 12. Discussion and approval to approve holding a special meeting workshop on May 9th from 1-5 p.m. and paying Dmitry Semenov, Principal for Ridgeline to facilitate the meeting at a cost of \$2,500.

Comments & Reports

- 13. Police Chief Report.
 - Monthly Report
- 14. General Manager's Report.
 - Monthly Report
 - Recreation Report
 - Parks Report
- 15. Director Comments.

<u>Adjourn</u>

A Special Meeting Workshop is scheduled for May 9, 2024 from 1:00-5:00 p.m. The next regular meeting is scheduled for May 9, 2024 at 7:00 p.m.

General Information

- All proceedings of the Open Session will be audio and video recorded if possible.
- Upon request, the Kensington Police Protection and Community Services District will provide written agenda materials in appropriate alternative formats or disability-related modification of disabilities to participate in public meeting. Please send written request, including your name, mailing address, phone number, and a brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two days before the meeting. Requests should be sent to Kensington Police Protection & Community Service District at 10940 San Pablo Ave., El Cerrito, CA 94530).
- 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.

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Posted Agenda

Kensington Police Department – Colusa Food Market – Arlington Kiosk and at www.kppcsd.org Complete agenda packets are available at the Public Safety Building at 10940 San Pablo Ave., El Cerrito, CA 94530.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & 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 10940 San Pablo Ave., El Cerrito, CA 94530 at the same time that those records are distributed or made available to a majority of the Board.

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS MEETING MINUTES Thursday, March 14, 2024 Special and Regular Meeting (Hybrid)

Special Meeting – 6:30 p.m.

1. **Call to Order** [TS 1:39]

President David Spath called the special meeting to order at 6:33 p.m.

2. **Roll Call** [TS 1:51]

Vice-President Alexandra Aquino-Fike, Director Cassandra Duggan, Director Sarah Gough, Director Sylvia Hacaj, and President David Spath were present at roll call.

Staff present included Interim General Manager David Aranda, General Counsel Ann Siprelle (via Zoom) and Clerk of the Board Lynelle M. Lewis.

3. Public Comment [TS 2:15]

Addressing the Board were the following persons: 1) Sylvia Elsbury commented that the
typographical error on the agenda item regarding the Di Napoli case was misleading because
the Fire District wasn't involved in the lawsuit; 2) David Bergen suggested moving the tables
over so that the entire Board could be seen; and 3) Lin Due ask if the Board was able to discuss
the item regarding the Di Napoli case since part of the description was incorrect.

Adjourn to Closed Session [TS 12:38]

The Board adjourned to the closed session meeting at 6:39 p.m.

Announcement from Closed Session [TS 38:01]

President Spath reported that the typographical error on the agenda was not a Brown Act violation. The case number and other relevant information provided were correct and Counsel directed the Board to go on and discuss the case Di Napoli v. Kensington Police Protection and Community Services District. He announced that Counsel gave direction to vote on the other items.

Regular Meeting - 7:00 p.m.

1. <u>Call to Order</u> [TS 37:27]

President David Spath called the regular meeting to order at 7:08 p.m.

2. **Roll Call** [TS 37:36]

Vice-President Alexandra Aquino-Fike, Director Cassandra Duggan, Director Sarah Gough, Director Sylvia Hacai, and President David Spath were present at roll call.

Staff present included Interim General Manager David Aranda, General Counsel Ann Siprelle (via Zoom) and Clerk of the Board Lynelle M. Lewis.

3. **President's Comments** [TS 47:06]

President Spath thanked the police officers and the Police Chief for their excellent work despite the limited staff. He commented that the police continue to patrol the neighborhood and are doing due diligence with their work. He noted that recently one of our officers arrested two individuals — one who had an outstanding felony charge at 3 o'clock in the morning during his patrol. President Spath pointed out that although Kensington has had a couple serious felony incidents, the police have responded appropriately within their staffing limits. In concluding, he complimented Albany and El Cerrito police departments for the mutual aid provided with the home invasion incident.

4. Public Comment [TS 37:52]

Addressing the Board were the following persons: 1) Catya de Neergaard thanked Directors Aquino-Fike and Gough for their research on relocating the police and administrative staff, and also expressed concern about the recent home invasion and overall community safety with the Police Department being so far away; 2) Julie Stein, Kensington Fire Protection District (KFPD) board member, expressed concern about the typographical error on the special meeting agenda regarding the Di Napoli case because the KFPD is not involved; and 3) Lynn Wolter expressed concern about the typographical error on the special meeting agenda regarding the Di Napoli case, increased crime in the area, and the lack of police patrols.

Consent Calendar [TS 50:38]

 Motion by Director Hacaj, seconded by Director Duggan, to adopt the Consent Calendar, carried (4-0-1) by roll call vote as follows: AYES (Aquino-Fike, Duggan, Hacaj, and Spath); NOES (None); ABSTAINED (Gough); and ABSENT (None).

- 5. Meeting Minutes for the special and regular meetings of February 8, 2024.
 - Approved
- 6. February bills paid and the January and February 2024 financial statements.
 - Received

Discussion and Action

7. Approval to extend the Mobile Modular contract through August 2025. [TS 51:38]

Interim General Manager Aranda presented background information and the recommended action.

- Addressing the Board was Catya de Neergaard who asked about the cost of purchasing the modular unit.
- Motion by Director Duggan, seconded by Vice-President Aquino-Fike, to approve the Interim General Manager signing a one-year rental agreement extension with Mobile Modular to rent the modular building through August 3, 2025 at a cost of \$4,664.50 per month, carried (5-0) by roll call vote as follows: AYES (Aquino-Fike, Duggan, Gough, Hacaj, and Spath); NOES (None); ABSTAINED (None); and ABSENT (None).
- 8. Discussion and approval to request from the City of El Cerrito a five-year extension, with a 90-day op out after two years, to extend the license agreement that would allow the Police Building to remain on the City's property at 10940 San Pablo Ave. in El Cerrito.

 [TS 56:27]

Interim General Manager Aranda presented the recommended action to allow the Interim General Manager to negotiate the agreement. Board members asked questions and provided their perspectives on the recommendation (i.e. moving the modular, costs of the new project, fiscal impacts on the community, and future flexibility).

Addressing the Board were the following persons: 1) Catya de Neergaard supported the idea of moving or buying the modular buildings and suggested looking at the Annex; 2) Elaine Stelton expressed concern about increased crime in Kensington, the need for the police to be back in Kensington, and opposed the 5-year lease; 3) Gail Feldman expressed support for negotiating with the City of El Cerrito but suggested having funding discussions with the community going forward; 5) Sylvia Elsbury commented on the El Cerrito City Manager's comments at the KFPD meeting about KPPCSD providing police services in their city.

• Motion by Director Hacaj that the Board direct our Interim General Manager to make a request from the City of El Cerrito for an up to five-year extension to the licensing agreement with a 90-day opt out after two years that would allow the Kensington Police Protection and Community Services District to remain on the city's property at 10940 San Pablo Avenue in El Cerrito. Director Gough offered an amendment to say a no penalty opt out after 90 days. Director Hacaj accepted the amendment to indicate that it is a no penalty opt out with a 90-day notice after two years. The motion was seconded by Vice-President Aquino-Fike.

Director Duggan proposed an amendment that perhaps instead of two years it says 18 months with a no penalty for a 90-day opt out clause. Director Hacaj did not accept the amendment.

President Spath said we have a motion with an amendment that the author has agreed to and asked for a roll call vote. The motion carried (4-1) by the following roll call vote: AYES (Aquino-Fike, Gough, Hacaj and Spath); NOES (Duggan); and ABSTAINED (None); ABSENT (None).

9. Approval of a Change in Job Description and Salary Schedule in Promoting the Accounting Clerk Position to "Senior Accountant." [TS 1:20:23]

Interim General Manager Aranda presented the recommended action requesting approval to make the change in the job description along with a change in the salary schedule for the Senior Accountant position.

- Addressing the Board was Julie Stein, KFPD board member, who expressed concern about the term "paper pusher" used to describe duties.
- Motion by Director Duggan, seconded by Director Gough, to approve the Senior Accountant
 job description for KPPCSD and the salary schedule for that position of \$40-\$60/hr., carried
 (5-0) by roll call vote as follows: AYES (Aquino-Fike, Duggan, Gough, Hacaj, and Spath);
 NOES (None); ABSTAINED (None); and ABSENT (None).
- 10. Approval of a Letter to AT&T and the CPUC strongly Opposing the Removal of Landlines in California. [TS 1:24:48]

President David Spath introduced a proposal to send a letter to the California Public Utilities Commission (CPUC) expressing the community's concerns about AT&T's request to the CPUC to abandon providing landline service in California. President Spath noted that he would like to also send the letter to Assemblymember Buffy Wicks, Senator Nancy Skinner, and Contra Costa County District 1 Supervisor John Gioia.

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- Addressing the Board were the following persons: 1) Lynn Wolter pointed out that
 many children don't have access to cell phones to solicit help in an emergency, so land
 lines are important; and 2) Anthony Knight strongly supported this action, and
 suggested having the letter published in the Outlook newspaper to broaden awareness.
- Motion by Director Hacaj, seconded by Director Duggan, that the Board approve the letter to the California Public Utilities Commission with the following changes to send a copy to Assemblymember Wicks, California State Senator Skinner and Contra Costa County Supervisor Gioia, and to include a line about the benefits for young children, and send it to the editor of the Outlook to increase knowledge of this, and post the letter to the KPPCSD web page, carried (5-0) by roll call vote as follows: AYES (Aquino-Fike, Duggan, Gough, Hacaj, and Spath); NOES (None); ABSTAINED (None); and ABSENT (None).

Comments & Reports

11. Police Chief Report. [TS 1:35:35]

Police Chief Gancasz announced that his monthly report had been submitted. He reported on the hiring of a new officer, that a pending background check is underway for another applicant, and the upcoming hiring of another officer which is anticipated in July. This will put the police staffing at nine. In response to comments about police patrols, Chief Gancasz pointed out that Kensington police officers are on patrol seven days a week, 24 hours per day. He noted that staffing is a balancing act, but noted that he could include maps of the officer's locations. He commended all the officers who have been working overtime and he is proud of the work that they do. Board members expressed appreciation for the work of the police officers. The Board also expressed appreciation to Mike Logan for his volunteer work with the Police Department.

Addressing the Board were the following persons: 1) Lynn Wolter applauded officers and Chief Gancasz who do great work they do with fewer staff, and said it would be great to get back to 10 officers; 2) Julie Stein, KFPD board member, encouraged the recruitment of female police officers; 3) Catya de Neergaard thanked the Chief on recruitment efforts, supported the recruitment of female officers, asked about license plate readers and cameras, urged the Board to bring the police back to Kensington; and 4) Gail Freeman supported showing the location of police patrols, commented on speeding on Arlington and suggested continuing placing patrol cars out to deter speeding.

12. General Manager's Report. [TS 2:01:19]

Interim General Manager Aranda announced that his report was filed. He pointed out that it also included a report from A. Stevens Delk on franchise fees and cost of service. Directors

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Duggan and Gough complimented Delk on her work. Director Hacaj asked the General Manager to ensure the timers for lights are adjusted due to daylight savings time. President Spath said he hoped neighbors aren't bothered by pickleball.

 Addressing the Board was Julie Stein, KFPD board member, who requested that the Board support placing all fiscal information submitted to Ridgeline in a public portal for transparency.

13. Director Comments. [TS 2:08:35]

 Director Duggan thanked everyone who participated in the meeting both in person and online. She urged the Board to share with voters the cost of the new police and administrative building, the cost for moving the modular building, and the potential tax increases involved.

Adjournment [TS 2:09:45]

President Spath announced that the meeting was adjourned at 8:41 p.m. The next regular meeting is scheduled for April 11, 2024.

SUBMITTED BY:	
Lynelle M. Lewis, District Clerk of the Board	_
APPROVED: April 11, 2024	
David Aranda, Interim General Manager	
David Spath, President of the Board	

Kensington Police Protection & Community Services District Transaction List by Date March 20, 2024

Item 06a

67,949.09

Total Paid Amount:-

	Туре	Date	Num A	dj Name	Memo	Account	Class	Cir	Split	Debit	Credit
Mar 20, 24	Bill Pmt -Check	03/20/2024	30528	Advanced Systems Group LLC	C10169	101 · Five Star Checking			10 · Accounts Payable		787.48
	Bill Pmt -Check	03/20/2024	30529	AFLAC	M1F02 INV# 100629 February billing				10 · Accounts Payable		625.26
	Bill Pmt -Check	03/20/2024	30530	Amazon	A1297SCF5R73DC (for February 202				10 · Accounts Payable		763.38
	Bill Pmt -Check	03/20/2024	30531	AT&T CalNET 3	BAN 9391062077 Stmt 02/03/2024 -				10 · Accounts Payable		925.99
	Bill Pmt -Check	03/20/2024	30532	Best Best & Krieger LLP	Professional services rendered through				10 · Accounts Payable		3,757.25
	Bill Pmt -Check	03/20/2024	30533	C & J Cleaning Services	•	101 · Five Star Checking			10 · Accounts Payable		1,150.00
	Bill Pmt -Check	03/20/2024	30534	C. L. E. A.		101 · Five Star Checking			10 · Accounts Payable		192.00
	Bill Pmt -Check	03/20/2024	30535	CC County Conservation & Develop		101 · Five Star Checking			10 · Accounts Payable		13,913.89
	Bill Pmt -Check	03/20/2024	30536	CCC - Sheriff - Forensic Services		101 · Five Star Checking			10 · Accounts Payable		1,365.50
	Bill Pmt -Check	03/20/2024	30537	City of El Cerrito	INV# 215340 License fees for Januar	•			10 · Accounts Payable		5,571.00
	Bill Pmt -Check	03/20/2024	30538	Comcast	8155 40 044 0278610	101 · Five Star Checking			10 · Accounts Payable		209.81
	Bill Pmt -Check	03/20/2024	30539	Contra Costa Family Justice Alliance		101 · Five Star Checking			10 · Accounts Payable		200.00
	Bill Pmt -Check	03/20/2024	30540	Delta Dental	05-0491200004	101 · Five Star Checking			10 · Accounts Payable		921.53
	Bill Pmt -Check	03/20/2024	30541	Department of Justice	155717	101 · Five Star Checking			10 · Accounts Payable		198.00
	Bill Pmt -Check	03/20/2024	30542	EBMUD		101 Five Star Checking			10 · Accounts Payable		503.43
	Bill Pmt -Check	03/20/2024	30543	Ford Motor Credit Company LLC	Acct# 6110501 Ford vehicle 2023	101 Five Star Checking			10 · Accounts Payable		904.82
	Bill Pmt -Check	03/20/2024	30544	Galls Incorporated	3524376	101 Five Star Checking			10 · Accounts Payable		934.86
	Bill Pmt -Check	03/20/2024	30545	Great America Financial Services	015-1439943-000	101 Five Star Checking			10 · Accounts Payable		241.79
	Bill Pmt -Check	03/20/2024	30546	Greg Harman	Coverage Period April 2024	101 · Five Star Checking		2	10 · Accounts Payable		349.40
	Bill Pmt -Check	03/20/2024	30547	JB Construction	INV# 1748 & 1763	101 · Five Star Checking		2	10 · Accounts Payable		1,850.00
	Bill Pmt -Check	03/20/2024	30548	Kanchana Borisuthiratana	Travel reimbursement from 02/20/24	101 · Five Star Checking		2	10 · Accounts Payable		956.15
	Bill Pmt -Check	03/20/2024	30549	Lynelle Lewis	Mileage reimbursement February & N	101 · Five Star Checking		2	10 · Accounts Payable		54.14
	Bill Pmt -Check	03/20/2024	30550	Major Alarm	150046003	101 · Five Star Checking		2	10 · Accounts Payable		69.00
	Bill Pmt -Check	03/20/2024	30551	Mobile Modular	R1031374	101 · Five Star Checking		2	10 · Accounts Payable		5,630.25
	Bill Pmt -Check	03/20/2024	30552	Occupational Health Centers of Calif	fc INV# 82243328	101 · Five Star Checking		2	10 · Accounts Payable		920.00
	Bill Pmt -Check	03/20/2024	30553	PG&E		101 · Five Star Checking		2	10 · Accounts Payable		1,828.09
	Bill Pmt -Check	03/20/2024	30554	Precision Arms Gunsmithing and Su	p INV # 235 Armorer inspection	101 · Five Star Checking		2	10 · Accounts Payable		100.00
	Bill Pmt -Check	03/20/2024	30555	Principal Life Insurance		101 · Five Star Checking			10 · Accounts Payable		131.60
	Bill Pmt -Check	03/20/2024	30556	Pro Forensic Supplies	INV# 1297	101 · Five Star Checking			10 · Accounts Payable		340.25
	Bill Pmt -Check	03/20/2024	30557	Ron DuPratt Ford	INV# 548482 - Major maintenance rep				10 · Accounts Payable		870.70
	Bill Pmt -Check	03/20/2024	30558	Rosa Ruiz		101 · Five Star Checking			10 · Accounts Payable		23.01
	Bill Pmt -Check	03/20/2024	30559	Rubiconn LLC	March 2024 Billing	101 · Five Star Checking			10 · Accounts Payable		4,482.00
	Bill Pmt -Check	03/20/2024	30560	Smile Business Products, Inc.	KP01 INV# 1180311	101 · Five Star Checking			10 · Accounts Payable		134.16
	Bill Pmt -Check	03/20/2024	30561	Streamline	· · · · · · · · · · · · · · · · · · ·	101 · Five Star Checking			10 · Accounts Payable		498.00
	Bill Pmt -Check	03/20/2024	30562	The Briefing Room, LLC		101 · Five Star Checking			10 · Accounts Payable		200.93
	Bill Pmt -Check	03/20/2024	30563	TransUnion	813540	101 · Five Star Checking			10 · Accounts Payable		75.00
	Bill Pmt -Check	03/20/2024	30564	US Bank CCard		101 · Five Star Checking			10 · Accounts Payable		7,102.26
	Bill Pmt -Check	03/20/2024	30565	USbancorp	Cust# 1783852	101 · Five Star Checking			10 Accounts Payable		4,609.59
	Bill Pmt -Check	03/20/2024	30566	Verizon Wireless	772287401-00001	101 · Five Star Checking			10 · Accounts Payable		780.89
	Bill Pmt -Check	03/20/2024	30567	Vision Service Plan	00102808	101 · Five Star Checking			10 Accounts Payable		193.86
	Bill Pmt -Check	03/20/2024	30568	Wex Bank - Chevron		101 · Five Star Checking			10 · Accounts Payable		1,259.35
	Bill Pmt -Check	03/20/2024	30569	Wex Bank - Exxon	369-677-649-5	101 · Five Star Checking		2	10 · Accounts Payable		2,324.47
Mar 20, 24								-	otal Daid Amount:		67 040 00

Kensington Police Protection & Community Services District Transaction List by Date March 21, 2024

	Type	Date	Num	Adj	Name	Memo	Account	Class	Clr	Split	Debit	Credit
Mar 21, 24	Bill Pmt -Check	03/21/2024	30570		Eide Bailly LLP	Client # 266131	101 · Five Star Checking			210 · Accounts Payable		12,500.00
	Bill Pmt -Check	03/21/2024	30571		Fernando Herrera	Services rendered in March 2024	101 · Five Star Checking			210 · Accounts Payable		3,975.00
Mar. 24, 24	Bill Pmt -Check	03/21/2024	30572		NBS Government Finance Group	INV# 202403-1433 & 1445 for service	101 · Five Star Checking			210 · Accounts Payable		2,644.82
Mar 21, 24										Total Paid Amount:-		19.119.82

Deposit Summary

3/20/2024 12:20 PM

Kensington Police Protection & Community Services District Summary of Deposits to $101 \cdot \text{Five Star Checking on } 03/20/2024$

Chk No.	PmtMethod	Rcd From	Memo	Amount
134902	Check	Contra Costa County	23-24 DEC SLESF COPS ALLOC	18,239.21
140574	Check	Contra Costa County	Traffic fines 01/24	308.93
23392459	Check	intuit	Ref# 2457162	525.75
0000995328	Check	KFPD	Mobile modular sublet February 2024	2,438.55
0000995333	Check	KFPD	Mobile modular sublet March 2024	2,438.55
114161812	Check		Police report from Metropolitan Report	20.00
2137	Check	California Special Districts Associati	2023 Scholarship - Hacaj & Duggan	1,050.00
66634270	Check	State of California	Dept of Parks & Recreation 03/05/2024	3,103.00
66671685	Check	State of California	Peace Officer Standards & Trng 03/08/	1,163.76
66708114	Check	State of California	Dept of Parks & Recreation 03/14/2024	177,952.00
7076986	Check	US Bank CCard	US Bank NASPO Contract for Q4 2023	341.26
1014	Check	Community Center Rental	Main hall rental from Carol Lourie 03/	1,654.00
0021593586	Check	Community Center Rental	Main hall rental from Dwayne Dawson	658.00
Less Cash Bac	ek:			

Deposit Total: 209,893.01

California State Treasurer Fiona Ma, CPA



Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 April 03, 2024

LAIF Home PMIA Average Monthly Yields

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT INTERIM GENERAL MANAGER/TREASURER 10940 SAN PABLO AVENUE EL CERRITO, CA 94530

Tran Type Definitions

Account Number:

March 2024 Statement

Account Summary

Total Deposit:

0.00

Beginning Balance:

73,652.90

Total Withdrawal:

0.00 End

Ending Balance:

73,652.90



Account Statement

March 31, 2024

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Account Number: CASCH-0436 GCC2

Substitution of the control of the c

KPPCSD

Account Summary

Average Monthly Yield: 5.4210%

		Beginning Balance		Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS		1,515,774.93	0.00	0.00	6,959.94	20,460.72	1,516,672.99	1,522,734.87
	$\Phi_{A} = \frac{1}{\Lambda_{A}} \left[-i \frac{\partial P_{A}}{\partial x_{A}} - i \frac{\partial P_{A}}{\partial x_{A}} \right] $			•				

Transaction Activity

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and the second

Tel: (877) 930-5213

www.californiaclass.com



Daily Rates

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California CLASS

California CLASS

	California CLASS	
Date	Dividend Rate	Daily Yield
03/01/2024	0.000444378	5.4205%
03/02/2024	0.00000000	5.4205%
03/03/2024	0.00000000	에 유진 5.4205% 하는 이 전문 보다는 아니는 사람들은 하는 아이들의 보고 하면 되어 있다. 하고 있는데 아이들은 하는 사람들이 되는 것이 되었다.
03/04/2024	0.000147959	5.4153%
03/05/2024	0.000148078	하는 대 5.4197% (하는 역원 전환 전환 문학 기업 이 문학 전환 기업 등 전환이다. 한 사회 이 하는 전환이 되었어요. 전환이 되는 기계 전환 기업 기업 등 전환 기업
03/06/2024	0.000148193	5.4239%
03/07/2024	0.000148169	- 10 - 4 5.4230% - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1
03/08/2024	0.000444372	5.4214%
03/09/2024	0.00000000	[1984] 5.4243% [1984] [1984] [1984] [1984] [1984] [1984] [1984] [1984] [1984] [1984] [1984] [1984] [1984] [1984]
03/10/2024	0.00000000	5.4214%
03/11/2024	0.000148114	5.4210%
03/12/2024	0.000148002	5.4169%
03/13/2024	0.000148175	5.4232%
03/14/2024	0.000148087	5.4200%
03/15/2024	0.000443682	5.4129%
03/16/2024	0.00000000	5.4129%
03/17/2024	0.00000000	5.4129%
03/18/2024	0.000148029	5.4179%
03/19/2024	0.000148058	5.4189%
03/20/2024	0.000147904	5.4133%
03/21/2024	0.000147958	5.4153%
03/22/2024	0.000444009	5,4169%
03/23/2024	0.00000000	5.4169%
03/24/2024	0.00000000	5.4169%
03/25/2024	0.000148154	<u> </u>
03/26/2024	0.000148198	5.4240%
03/27/2024	0.000148382	5.4308%
03/28/2024	0.000593772	5.4330%
03/29/2024	0.00000000	5.4330%
03/30/2024	0.00000000	5.4330%
03/31/2024	0.00000000	5.4330%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

Kensington Police Protection & Community Services District Transaction List by Date March 20, 2024

8:13 PM 03/20/24

Debit Credit	787.48	625.26	763,38	925.99	3,757,25	1,150,00	192.00	13.913.89	1,365.50	5.571.00	209.81	200,00	921.53	198.00	503,43	904,82	934.86	241.79	349.40	1,850.00	956.15	41.14	69.00	5,630.25	920.00	1,828.09	100.00	131.60	340,25	870,70	23.01	4,482.00	134.18	498.00	200.93	75.00	7,102.26	4,609.59	780.89	193.86	1,259,35	2,324,47	
Spüt	210 · Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	210 · Accounts Payable	210 · Accounts Payable	210 - Accounts Payable	•
ਰੋ ø]	•	•	.,	•	••	•••	•	•	•	••	••	••	••	••		••	••	••	•••	••	••	•••	••	••	•	•	.,		••	••	••		••	• •	••	•••	**	•	,,	•	•••	**	
Class																													•														
Account	101 · Five Star Checking	1 101 - Five Star Checking	2 101 - Five Star Checking	 101 · Five Star Checking 	ic 101 - Five Star Checking	101 - Five Star Checking	101 - Five Star Checking	101 - Five Star Checking	101 - Five Star Checking	r 101 · Five Star Checking	101 - Five Star Checking	101 · Five Star Checking	101 · Five Star Checking	101 · Five Star Checking	101 - Five Star Checking	101 - Five Star Checking	101 · Five Star Checking	101 · Five Star Checking	101 · Five Star Checking	101 - Five Star Checking	101 · Five Star Checking	v 101 - Five Star Checking	101 · Five Star Checking	101 - Five Star Checking	101 - Five Star Checking	101 - Five Star Checking	101 · Five Star Checking	101 · Five Star Checking	101 · Five Star Checking		101 · Five Star Checking	101 - Five Star Checking	101 - Frve Star Checking	101 - Five Star Checking	101 - Five Star Checking	101 · Five Star Checking	101 - Five Star Checking	101 · Five Star Checking	101 · Five Star Checking	101 - Five Star Checking	101 · Five Star Checking	101 · Five Star Checking	•
Мето	C10169	M1F02 INV# 100629 February billing 101 - Five Star Checking	A1297SCF5R73DC (for February 202 101 - Five Star Checking	BAN 9391062077 Stmt 02/03/2024 - 101 - Five Star Checking	Professional services rendered throug 101 - Five Star Checking	February 2024	March 2024 Billing	n January & February 2024	INV# KPD-2401 & 2309-Supp	INV# 215340 License fees for Januar			05-0491200004	155717		Acc拼 6110501 Ford vehicle 2023	3524376	015-1439943-000	Coverage Period April 2024	INV# 1748 & 1763	Travel reimbursement from 02/20/24	Mileage reimbursement February & N 101 - Five Star Checking	150046003	R1031374	fc INV# 82243328		p INV # 235 Armorer inspection	1129864-10001, for April	INV#1297	INV# 548482 - Major maintenance re	February 2024 reimbursement	March 2024 Billing		INV# 4E33FC18-0039_40	INV# 1064	813540	4866 9145 5552 5747	Cust# 1783852	772287401-00001	00102808	0496-00-526644-0	369-677-649-5	
Name	Advanced Systems Group LLC	AFLAC	Amazon	AT&T CaINET 3	Best Best & Krieger LLP	C & J Cleaning Services	C.L.E.A.	CC County Conservation & Developm January & February 2024	CCC - Shariff - Forensic Services	City of El Cemito	Comcast	Contra Costa Family Justice Alliance	Delta Dental	Department of Justice	EBMUD	Ford Motor Credit Company LLC	Galls Incorporated	Great America Financial Services	Greg Harman	JB Construction	Kanchana Borisuthiratana	Lynelle Lewis	Major Alarm	Mobile Modular	Occupational Health Centers of Califc INV# 82243328	PG&E	Precision Arms Gunsmithing and Sup INV # 235 Armorer inspection	Principal Life Insurance	Pro Forensic Supplies	Ron DuPratt Ford	Rosa Ruiz	Rubiconn LLC	Smile Business Products, Inc.	Streamline	The Briefing Room, LLC	TransUnion	US Bank CCard	USbancorp	Verizon Wireless	Vision Service Plan	Wex Bank - Chevron	Wex Bank - Exxon	
Adj																																											
Num	30528	30529	30530	30531	30532	30533	30534	30535	30536	30537	30538	30539	30540	30541	30542	30543	30544	30545	30546	30547	30548	30549	30550	30551	30552	30553	30554	30555	30556	30557	30558	30559	30560	30561	30562	30563	30564	30565	30566	30567	30568	30569	
Date	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	03/20/2024	
Type	Bill Pmt -Check	Bill Part Check	Bill Pmt-Check	Sill Part -Check	Bill Pmt -Check	Bill Pmt Check	Bill Pmt -Check	Bill Pmt-Check	Bill Prit Check	Bill Pmt Check	Bill Prot Check	Bill Part Check	Bill Pmt Check	Bill Part Check	Bill Part Check	Bill Pmt -check			Bill Pmt -Check	Bill Pint Check	Bill Pmt -Check	Bill Pmt-Check	Bill Pmt -Check	Bill Part -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Prit -Check	Bill Pmt Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Pmt -Check	Bill Part -Check	Bill Part Check	Bill Pmt Check	Bill Pmt -Check	Bill Pmt Check	Bill Pmt-Check (Bill Pmt-Check (Bill Pmt -Check (Bill Pmt -Check (
Mar 20. 24																			•																								Mar 20, 24

Kensington Police Protection & Community Services District Balance Sheet

As of March 31, 2024 (Unaudited)

	Mar 31, 24
ASSETS	
Current Assets	
Checking/Savings	
100 · Petty Cash	\$ 100
101 · Five Star Checking	82,065
103 · Five Star Saving	401,754
104 · CLASS - KCC Capital	30,455
105 · CLASS - KPPCSD	1,522,735
110 · CCC Cash Accts	(100,298)
117b · Admin - Cash	39,296
130 · County Bond Accts	(34,929)
139 LAIF-District	73,653
Total Checking/Savings	2,014,831
Accounts Receivable	1,845,315
Total Current Assets	3,860,146
Fixed Assets	5,424,534
Other Assets	
190 · Deferred Outflows - OPEB	694,408
191 · Deferred Outflows - Pension	3,157,152
Total Other Assets	3,851,560
TOTAL ASSETS	13,136,241
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	9,687
Other Current Liabilities	770
Total Current Liabilities	10,457
Long Term Liabilities	
240 · 2020 Pension Obligation Bond	4,076,000
265 · Compensated Absence/Vac Buyback	91,962
290 · Community Center Loan	161,019
293 · Vehicle Capital Lease	157,456
295 · Net OPEB Liability	(138,185)
296 · Net Pension Liability	738,199
297 · Deferred Inflows - OPEB	340,223
298 · Deferred Inflows - Pension	1,861,343
Total Long Term Liabilities	7,288,017
Total Liabilities	7,298,474
Equity	5,837,767
TOTAL LIABILITIES & EQUITY	\$ 13,136,241

All Funds Mar 24 Jul '23 - Mar 24 YTD Budget \$ Over Budget % of Budget Ordinary Income/Expense Income 400 · Property Tax Revenue 401 · Levy Tax Police- Co. Prop. 1% 2,433,755 \$ 2,400,000 \$ 33.755 101% 402 · Special Tax-Police 685,000 470 100% 685,470 404 · Measure G Supplemental Tax PD 679,346 660,000 19,346 103% 410 · Police Fees/Service Charges 699 5,597 5,000 597 112% 414 · POST Reimbursement 7,757 10,000 (2,243)78% 1.164 415 · COPS/Other PD Grants 18,580 266,108 195,000 71,108 136% 418 · Reimbursements/Refunds 526 9,060 9,060 100% Total 400 · Property Tax Revenue 20,969 4,087,093 3,955,000 132,093 103% 420 · Park/Rec Activities Revenue 406 · Per Capita Park Grant 181,055 1,055 101% 181,055 180,000 424 · Special Tax-L&L Parks 46,719 46.000 719 102% 3,540 47,019 427 · Community Center Revenue 50,000 (2,981)94% 438 · Tennis Court Revenue 178 1.535 1,000 535 154% 439 · Other Community Center Revenue 31,321 31,321 100% Total 420 · Park/Rec Activities Revenue 184,773 307,649 277,000 30,649 111% 431 · Unrealized Gains/Loss 9,950 0% 440 · District Activities Revenue 448a · Franchise Fees Gross 120,000 (120,000)0% 448b · less Franchise Fees Paid Out 0% 456 · Interest-District 8.688 44.531 10.000 34.531 445% 458 · Other District Revenue 1,475 26,794 68,500 (41,706)39% Total 440 · District Activities Revenue 10,163 71,325 198.500 (127, 175)36% 460 · Waste Removal Revenue 461 · Waste Removal Franchise Fee 77,560 77,560 100% 77,560 77,560 Total 460 · Waste Removal Revenue 100% 480 · Rental Revenue - KPFD 4,877 17,070 29,300 (12,230)58% **Total Income** 220,782 4,570,647 4,459,800 110,847 102% 220,782 **Gross Profit** 4.570.647 4.459.800 110 847 102% Expense 500 · Police Salary and Benefit Exp 502 Salary - Officers 503.1 · Holiday Pay 2.720 26.817 50.100 (23,283)54% 503.2 · Incentive Pay- Education 701 7,110 4,100 3,010 173% (6,793)503.3 · Incentive Pay- POST Certificate 2,175 27,807 34,600 80% 502 · Salary - Officers - Other 664,034 79,688 1,141,400 (477, 366)58% Total 502 · Salary - Officers 85.283 725,768 1,230,200 (504,432)59% 506 · Overtime 24,650 128,194 120,000 107% 8.194 508 · Salary - Non-Sworn 5,776 48,028 53,900 (5,872)89% 4,000 509 · Hiring Bonus 28,063 20,000 8,063 140% 510 · Vacation Cash Out 20,600 (20,600)0% 6,350 650 516 . Uniform Allowance 10,800 (4,450)59% 521-A · Medical/Vision/Dental-Active 12,350 131,672 183,700 (52,028)72% 521-R · Medical/Vision/Dental-Retired 10,413 115,702 145,400 (29,698)80% 522 · Officer Life Insurance 447 4,484 8,500 (4,016)53% 523 · SocialSecurity/Medicare-Police 1,695 13,737 20,300 (6,563)68% 524 · Social Security - District 358 2,978 4,100 (1.122)73% 527 · PERS - District Portion 14,100 157,771 269,700 (111,929)58% 528 · PERS - Officers Portion 5,493 5 493 100% 529 · Pension Obln Bond Payment 330,926 330,900 26 100% 530 · Workers Comp 38,000 38.000 100% 531 · Unemployment 6,750 52,000 (45, 250)13% Total 500 · Police Salary and Benefit Exp 159.722 1,743,918 2,508,100 (764.182)70% 520 · In Lieu Health Expense 500 500 100% 550 · Police Operating Expenses 552 · Office Supplies and Expenses 1,174 8,217 21,400 (13.183)38% 553 · Police Equipment and Supplies 29,844 30,000 (156)99% 554 · Traffic Safety 54,984 220% 25,000 29,984 560 · Crossing Guard 0% 561 · Fleet Expense 17,000 25,310 8,310 463 149% 4,866 562 · Vehicle Operation 3.584 34,866 30,000 116%

Wait	31, 2024 (Olla	uaitea)	All Funds		
	Mar 24	Jul '23 - Mar 24	YTD Budget	\$ Over Budget	% of Budget
563 · Vehicle Lease	5,514	50,290	86,500	(36,210)	58%
564 · Annual Law Enfcmt. Tec/Dispatch	1,081	144,329	160,000	(15,671)	90%
566 · Radio Maintenance	-	17,546	37,800	(20,254)	46%
567 · Alarm	-	3,998	4,000	(2)	100%
568 · Evidence	-	7,870	7,500	370	105%
569 · Emergency Preparedness	-	-	3,000	(3,000)	0%
570 · Training and Travel Exp 571 · Records	697 75	24,428	30,000	(5,572)	81% 24%
571 · Records 572 · Hiring	863	9,370 13,471	38,800 25,000	(29,430) (11,529)	54%
574 · Reserve Officers	-	430	23,000	430	100%
576 · Dues and Subscriptions	200	2,040	7,000	(4,960)	29%
580 · Utilities - Police	3,607	29,264	27,000	2,264	108%
581 · Bldg Repairs/Maint.	-	9,406	10,000	(594)	94%
587 · IT Contract	7,482	48,543	43,300	5,243	112%
588 · Telephone	781	15,686	10,000	5,686	157%
591 · General Liability Insurance	-	55,288	55,000	288	101%
592 · Online Services/Business Accts	-	20	5,000	(4,980)	0%
593 · Volunteer Programs	-	1,483	7,500	(6,017)	20%
594 · Community Events	- 0.000	3,781	7,500	(3,719)	50%
595 · Legal/Consulting - Police	2,322	16,374	9,000 66,000	7,374	182% 98%
597 · Police Bldg. Lease 597.1 · Bldg Maintenance/Repair	-	64,385 24	10,000	(1,615) (9,976)	0%
597.1 · Bidg Mainterlance/Repair	-	-	10,000	(9,970)	0%
597.3 · Janitorial - Police Building	1,150	8,843	14,000	(5,157)	63%
599 · Police Taxes Administration	-	-	5,000	(5,000)	0%
Total 550 · Police Operating Expenses	28,993	680,089	792,300	(112,211)	86%
600 · Park/Rec Sal & Ben				, , ,	
601 · Park & Rec Administrator	3,116	20,638	86,000	(65,362)	24%
602 · Custodial/Cleaning Services	-	(20)	12,000	(12,020)	-0%
623 · Social Security/Medicare - Dist	-	-	6,600	(6,600)	0%
600 · Park/Rec Sal & Ben - Other		625	-	625	100%
Total 600 · Park/Rec Sal & Ben	3,116	21,243	104,600	(83,357)	20%
635 · Park/Recreation Expenses 640 · Community Center Expenses					
641 · General Maintenance	25	1,610	2,500	(890)	64%
642 · Utilities-Community Center	1,521	9,574	13,000	(3,426)	74%
643 · Janitorial Supplies	-	1,815	1,500	315	121%
644 · Landscaping	2,775	24,475	30,000	(5,525)	82%
645 · General Liab./Workers Comp	-	1,362	1,400	(38)	97%
646 · Community Center Repairs	-	700	10,000	(9,300)	7%
647 · Legal/Consulting	-	1,162	-	1,162	100%
640 · Community Center Expenses - Other	-	4,088	-	4,088	100%
Total 640 · Community Center Expenses 650 · Park	4,321	44,785	58,400	(13,615)	77%
651 · General Maintenance	_	5,694	30,000	(24,306)	19%
652 · Repairs	1,200	3,282	-	3,282	100%
653 · Landscaping	-,200	360	_	360	100%
656 · Utilities	372	12,945	-	12,945	100%
657 · General Liab/Workers Comp	-	12,000	12,000	-	100%
658 · Levy Administration	2,071	8,271	10,000	(1,729)	83%
674 · Tennis Court Maint/Repair	-	351	-	351	100%
Total 650 · Park	3,643	42,903	52,000	(9,097)	83%
Total 635 · Park/Recreation Expenses	7,964	87,688	110,400	(22,712)	79%
750 · Waste Managment Expenses		05.540	F1 400	(15,000)	C00/
751 · Waste Removal Franchise Fee Exp 752 · Waste Management Program Admin	-	35,540	51,400	(15,860)	69% 0%
752 · Waste Management Program Admin 753 · Other Waste Management Exp	_	9,509	68,490 3,040	(68,490) 6,469	313%
Total 750 · Waste Managment Expenses		45,048	122,930	(77,882)	37%
800 · District Expenses	_	75,070	122,330	(11,002)	37 /6
807 · Salaries	19,900	193,531	259,400	(65,869)	75%
808 · Payroll Taxes	1,756	4,099	19,800	(15,701)	21%
809 · Benefits	-	-	50,000	(50,000)	0%
815 · Admin Communications	-	4,769	7,500	(2,731)	64%
816 · Office Supplies	180	2,424	2,000	424	121%

Marc	n 31, 2024 (Una	uaitea)			
			All Funds		
	Mar 24	Jul '23 - Mar 24	YTD Budget	\$ Over Budget	
817 · Postage	-	1,361	-	1,361	100%
818 · Mileage Reimbursement	77	789	-	789	100%
819 · Dues/Subscriptions	-	15,451	11,000	4,451	140%
820 · Copier Contract	345	3,355	-	3,355	100%
825 · Board Continuing Ed/Conferences	-	5,065	8,000	(2,935)	63%
830 · Legal (District/Personnel)	2,009	66,305	25,000	41,305	265%
831 · Training and Travel Admin	956	13,330	18,700	(5,370)	71%
835 · Consulting	787	12,537	50,000	(37,463)	25%
840 · Accounting/Audit	12,500	55,195	95,000	(39,805)	58%
850 · Insurance	-	45,000	45,000	-	100%
851 · Workers Comp	-	1,569	1,500	69	105%
861 · LAFCO	-	1,455	2,000	(545)	73%
870 · County Expenditures	-	7,271	25,000	(17,729)	29%
891 · COVID	-	-	-	-	0%
898 · Other Expenses	38	9,016	5,000	4,016	180%
Total 800 · District Expenses	38,548	442,524	624,900	(182,376)	71%
950 · Capital Outlay					
963 · Patrol Car Accessories	-	68,922	-	68,922	100%
967 · Station Equipment	-	(136)	-	(136)	100%
968 · Office Furn/Eq	-	(690)	-	(690)	100%
974 · Other Park Improvements	-	46,009	80,000	(33,991)	58%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	100%
Total 950 · Capital Outlay	-	115,427	80,000	35,427	144%
997 · Payroll Expenses	355	3,075			
Total Expense	238,698	3,139,512	4,343,730	(1,204,218)	72%
Net Ordinary Income	(17,916)	1,431,134	116,070	1,315,064	1,233%
Other Income/Expense					
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	-	-	30,500	(30,500)	0%
Total 700 · Bond Expense	-	-	30,500	(30,500)	0%
Total Other Expense	-	-	30,500	(30,500)	0%
Net Other Income		-	(30,500)	30,500	0%
Net Income	\$ (17,916)	\$ 1,431,134	\$ 85,570	\$ 1,345,564	1,672%
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. , - ,		. ,,	,,-

General Fund

					Ge	nerai Fund			
		Mar 24	Jul	'23 - Mar 24	Υ	TD Budget	\$ Ov	er Budget	% of Budget
Ordinary Income/Expense									
Income									
400 · Property Tax Revenue									
401 · Levy Tax Police- Co. Prop. 1%	\$	-	\$	2,433,755	\$	2,400,000	\$	33,755	101%
418 · Reimbursements/Refunds		-		586		-		586	100%
Total 400 · Property Tax Revenue		-		2,434,341		2,400,000		34,341	101%
440 · District Activities Revenue									
456 · Interest-District		8,688		42,014		10,000		32,014	420%
458 · Other District Revenue		1,475		25,816		68,500		(42,684)	38%
Total 440 · District Activities Revenue	· ·	10,163		67,830		78,500		(10,670)	86%
480 · Rental Revenue - KPFD		4,877		17,070		29,300		(12,230)	58%
Total Income		15,040		2,519,240		2,507,800		11,440	100%
Gross Profit		15,040		2,519,240		2,507,800		11,440	100%
Expense									
500 · Police Salary and Benefit Exp									
509 · Hiring Bonus		_		5,063		-		5,063	100%
Total 500 · Police Salary and Benefit Exp		-		5,063		-		5,063	100%
550 · Police Operating Expenses				,				•	
595 · Legal/Consulting - Police		_		5,118		-		5,118	100%
Total 550 Police Operating Expenses		_		5.118		-		5,118	100%
800 · District Expenses				5,				-,	
807 · Salaries		19,900		193,531		259,400		(65,869)	75%
808 · Payroll Taxes		1,756		16,345		19,800		(3,455)	83%
809 · Benefits						50,000		(50,000)	0%
815 · Admin Communications		_		4,769		7,500		(2,731)	64%
816 · Office Supplies		180		2,424		2,000		424	121%
817 · Postage		-		1,361		-,000		1,361	100%
818 · Mileage Reimbursement		77		789		_		789	100%
819 · Dues/Subscriptions				15,451		11,000		4,451	140%
820 · Copier Contract		345		3,355		,		3,355	100%
825 · Board Continuing Ed/Conferences		-		5,065		8,000		(2,935)	63%
830 · Legal (District/Personnel)		2,009		66,305		25,000		41,305	265%
831 · Training and Travel Admin		956		13,330		18,700		(5,370)	71%
835 · Consulting		787		12,537		50,000		(37,463)	25%
840 · Accounting/Audit		12,500		55,195		95,000		(39,805)	58%
850 · Insurance		12,000		45,000		45,000		(00,000)	100%
851 · Workers Comp		_		1,569		1,500		69	105%
861 · LAFCO		_		1,455		2,000		(545)	73%
870 · County Expenditures		_		6,461		25,000		(18,539)	75 <i>%</i> 26%
898 · Other Expenses		38		9,015		5,000		4,015	180%
Total 800 · District Expenses		38,548		453,959		624,900		(170,941)	73%
997 · Payroll Expenses		35,548		3,075		624,900		3,075	73% 100%
Total Expense		38,903				624,900		(157,685)	75%
•				467,215					
Net Ordinary Income		(23,863)		2,052,025	•	1,882,900	•	169,125	109%
let Income	\$	(23,863)	\$	2,052,025	\$	1,882,900	\$	169,125	109%

Wa	Police Fund							
	_	Mar 24	Jul	'23 - Mar 24		D Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense	_					y • •	,	
Income								
400 · Property Tax Revenue								
402 · Special Tax-Police	\$	-	\$	685,470	\$	685,000	\$ 470	100%
404 · Measure G Supplemental Tax PD	•	-	*	679,346	*	660,000	19,346	103%
410 · Police Fees/Service Charges		699		5,597		5,000	597	112%
414 · POST Reimbursement		1,164		7,757		10,000	(2,243)	78%
415 · COPS/Other PD Grants		18,580		266,108		195,000	71,108	136%
418 · Reimbursements/Refunds		526		8,474		-	8,474	100%
Total 400 · Property Tax Revenue		20,969		1,652,752		1,555,000	97,752	106%
431 · Unrealized Gains/Loss		-		9,950		-	9,950	100%
440 · District Activities Revenue				•			•	
458 · Other District Revenue		-		978		-	978	100%
Total 440 · District Activities Revenue		-		978		-	978	100%
Total Income	_	20,969		1,663,680		1,555,000	108,680	107%
Gross Profit		20,969		1,663,680		1,555,000	108,680	107%
Expense				,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
500 · Police Salary and Benefit Exp								
502 · Salary - Officers								
503.1 · Holiday Pay		2,720		26,817		50,100	(23,283)	54%
503.2 · Incentive Pay- Education		701		7,110		4,100	3,010	173%
503.3 · Incentive Pay- POST Certificate		2,175		27,807		34,600	(6,793)	80%
502 · Salary - Officers - Other		79,688		705,165		1,141,400	(436,235)	62%
Total 502 · Salary - Officers	_	85,283		766,899		1,230,200	(463,301)	62%
506 · Overtime		24,650		128,194		120,000	8,194	107%
508 · Salary - Non-Sworn		5,776		48,028		53,900	(5,872)	89%
509 · Hiring Bonus		4,000		23,000		20,000	3,000	115%
510 · Vacation Cash Out		-		-		20,600	(20,600)	0%
516 · Uniform Allowance		650		6,350		10,800	(4,450)	59%
521-A · Medical/Vision/Dental-Active		12,350		131,672		183,700	(52,028)	72%
521-R · Medical/Vision/Dental-Retired		10,413		115,702		145,400	(29,698)	80%
522 · Officer Life Insurance		447		3,684		8,500	(4,816)	43%
523 · SocialSecurity/Medicare-Police		1,695		13,737		20,300	(6,563)	68%
524 · Social Security - District		358		2,978		4,100	(1,122)	73%
527 · PERS - District Portion		14,100		142,928		269,700	(126,772)	53%
529 · Pension Obln Bond Payment		-		330,926		330,900	26	100%
530 · Workers Comp		_		38,000		38,000	_	100%
531 · Unemployment		-		6,750		52,000	(45,250)	13%
Total 500 · Police Salary and Benefit Exp	_	159,722		1,758,849		2,508,100	(749,251)	70%
520 · In Lieu Health Expense		-		500		500	-	100%
550 · Police Operating Expenses								
552 · Office Supplies and Expenses		1,174		8,217		21,400	(13,183)	38%
553 · Police Equipment and Supplies		´-		29,844		30,000	(156)	99%
554 · Traffic Safety		-		54,984		25,000	29,984	220%
561 · Fleet Expense		463		25,310		17,000	8,310	149%
562 Vehicle Operation		3,584		34,866		30,000	4,866	116%
563 · Vehicle Lease		5,514		50,290		86,500	(36,210)	58%
564 · Annual Law Enfcmt. Tec/Dispatch		1,081		144,329		160,000	(15,671)	90%
566 · Radio Maintenance		-		17,546		37,800	(20,254)	46%
567 · Alarm		-		3,998		4,000	(2)	100%
568 · Evidence		-		7,870		7,500	370	105%
569 · Emergency Preparedness		-		· -		3,000	(3,000)	0%
570 · Training and Travel Exp		697		24,428		30,000	(5,572)	81%
571 · Records		75		9,370		38,800	(29,430)	24%
572 · Hiring		863		13,471		25,000	(11,529)	54%
574 · Reserve Officers		-		430		-,	430	100%
576 · Dues and Subscriptions		200		2,040		7,000	(4,960)	29%
580 · Utilities - Police		3,607		29,264		27,000	2,264	108%
581 · Bldg Repairs/Maint.		-,007		9,406		10,000	(594)	94%
587 · IT Contract		7,482		48,543		43,300	5,243	112%
588 · Telephone		781		15,686		10,000	5,686	157%
589 · Misc Expense		-		800			800	100%
591 · General Liability Insurance		_		55,288		55,000	288	101%
592 · Online Services/Business Accts		-		20		5,000	(4,980)	0%
COL CAMINO COL FICCO/ DUSINESS ACCES				20		5,000	(4,500)	0 /8

593 · Volunteer Programs
594 · Community Events
595 Legal/Consulting - Police
597 · Police Bldg. Lease
597.1 · Bldg Maintenance/Repair
597.3 · Janitorial - Police Building
599 · Police Taxes Administration
Total 550 · Police Operating Expenses
950 · Capital Outlay
963 · Patrol Car Accessories
967 · Station Equipment
968 · Office Furn/Eq
Total 950 · Capital Outlay
Total Expense
Net Ordinary Income
Net Income

Police Fund									
	Mar 24	Jul '23 - Mar 24	YTD Budget	\$ Over Budget	% of Budget				
	-	1,483	7,500	(6,017)	20%				
	-	3,781	7,500	(3,719)	50%				
	2,322	11,256	9,000	2,256	125%				
	-	64,385	66,000	(1,615)	98%				
	-	24	10,000	(9,976)	0%				
	1,150	8,843	14,000	(5,157)	63%				
	-	-	5,000	(5,000)	0%				
	28,993	675,771	792,300	(116,529)	85%				
	-	68,922	-	68,922	100%				
	-	(136)	-	(136)	100%				
	-	(690)	-	(690)	100%				
	-	68,095	-	68,095	100%				
	188,715	2,503,215	3,300,900	(797,685)	76%				
	(167,746)	(839,535)	(1,745,900)	906,365	48%				
\$	(167,746)	\$ (839,535)	\$ (1,745,900)	\$ 906,365	48%				

	Mar 24	Jul '23 - Mar 24	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
420 · Park/Rec Activities Revenue					
406 · Per Capita Park Grant	181,055	181,055	180,000	1,055	100.59%
424 · Special Tax-L&L Parks	-	46,719	46,000	719	101.56%
427 · Community Center Revenue	3,540	47,019	50,000	(2,981)	94.04%
438 · Tennis Court Revenue	178	1,535	1,000	535	153.5%
439 · Other Community Center Revenue		31,321	-	31,321	100.0%
Total 420 · Park/Rec Activities Revenue	184,773	307,649	277,000	30,649	111.07%
Total Income	184,773	307,649	277,000	30,649	111.07%
Gross Profit	184,773	307,649	277,000	30,649	111.07%
Expense					
600 · Park/Rec Sal & Ben					
601 · Park & Rec Administrator	3,116	20,638	86,000	(65,362)	24.0%
602 · Custodial/Cleaning Services	-, -	(20)	12,000	(12,020)	-0.17%
623 · Social Security/Medicare - Dist	_	(=0)	6,600	(6,600)	0.0%
600 · Park/Rec Sal & Ben - Other	_	625	-	625	100%
Total 600 · Park/Rec Sal & Ben	3,116	21,243	104,600	(83,357)	
635 · Park/Recreation Expenses	3,110	21,240	104,000	(00,007)	20.5176
640 · Community Center Expenses					
641 · General Maintenance	O.F.	1 011	0.500	(000)	C4 4C9
	25	1,611	2,500	(889)	
642 · Utilities-Community Center	1,521	9,574	13,000	(3,426)	73.65%
643 - Janitorial Supplies	- 0.775	1,815	1,500	315	120.98%
644 · Landscaping	2,775	24,475	30,000	(5,525)	81.58%
645 General Liab./Workers Comp	-	1,362	1,400	(38)	97.28%
646 · Community Center Repairs	-	700	10,000	(9,300)	7.0%
647 · Legal/Consulting	-	1,162	-	1,162	100%
640 · Community Center Expenses - Other		4,088	-	4,088	100%
Total 640 · Community Center Expenses 650 · Park	4,321	44,786	58,400	(13,614)	76.69%
651 · General Maintenance	-	5,694	30,000	(24,306)	18.98%
652 · Repairs	1,200	3,282	-	3,282	100.0%
653 Landscaping	-	360	-	360	100.0%
656 · Utilities	372	12,945	-	12,945	100.0%
657 · General Liab/Workers Comp	_	12,000	12,000	-	100.0%
658 · Levy Administration	2,071	8,271	10,000	(1,729)	82.71%
674 · Tennis Court Maint/Repair	-	351	-	351	100%
Total 650 · Park	3,643	42,903	52,000	(9,097)	82.51%
Total 635 · Park/Recreation Expenses	7,964	87,689	110.400	(22,711)	
950 · Capital Outlay	7,304	67,009	110,400	(22,711)	79.4576
974 · Other Park Improvements	-	46,009	80,000	(33,991)	57.51%
978 · Pk/Rec Furn/Eq	-	1,323	-	1,323	100%
Total 950 · Capital Outlay	-	47,332	80,000	(32,668)	59.17%
Total Expense	11,080	156,264	295,000	(138,736)	52.97%
Net Ordinary Income	173,693	151,385	(18,000)	169,385	-841.03%
Other Income/Expense	,	,	(, /	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Other Expense					
700 · Bond Expense					
975 · Community Center Loan Repayment	_	_	30,500	(30,500)	0.0%
		-	30,500	(30,500)	0.0%
Total 700 · Bond Expense				(, ,	
Total Other Expense		-	30,500	(30,500)	0.0%
Net Other Income			(30,500)		0.0%
et Income	173,693	151,385	(48,500)	199,885	-312.13%

Waste Management Fund

	Mar 24	Jul '23 - Mar 24	YTD Budget	\$ Over Budget	% of Budget	
Ordinary Income/Expense						
Income						
440 · District Activities Revenue						
448a · Franchise Fees Gross	-	-	120,000	(120,000)	0%	
456 · Interest-District	-	2,517	-	2,517	100%	
Total 440 · District Activities Revenue	-	2,517	120,000	(117,483)	2%	
460 · Waste Removal Revenue						
461 · Waste Removal Franchise Fee	-	77,560	-	77,560	100%	
Total 460 · Waste Removal Revenue	-	77,560	-	77,560	100%	
Total Income	-	80,078	120,000	(39,922)	67%	
Gross Profit	-	80,078	120,000	(39,922)	67%	
Expense						
750 · Waste Managment Expenses						
751 · Waste Removal Franchise Fee Exp	-	35,550	51,400	(15,850)	69%	
752 · Waste Management Program Admin	-	-	68,490	(68,490)	0%	
753 · Other Waste Management Exp	-	9,509	3,040	6,469	313%	
Total 750 · Waste Managment Expenses	-	45,058	122,930	(77,872)	37%	
Total Expense	-	45,058	122,930	(77,872)	37%	
Net Ordinary Income	-	35,019	(2,930)	37,949	-1,195%	
et Income	-	35,019	(2,930)	37,949	-1,195%	



Date: April 11, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Contract with ERSIC, LLC for Police Background Checks, Public Record Requests and

Other Non-Sworn Needs of the Police Department

Recommendation

Approve entering into a contract with ERSIC, LLC for police background checks, public record requests and other non-sworn needs of the police department at an approximate cost of \$78,000 per year.

Background

Jason Haynes has been a non-sworn part-time employee of the District for a few years. His expertise and work are invaluable. The Chief is planning to introduce him at the board meeting and will have some additional information about what Jason has accomplished for the KPPCSD.

At Jason's request, he would like to become a contract worker for the District. This provides him with some benefits such as tax advantages, and the ability to branch out with other agencies by working with them using his expertise.

The difference between the annual expense for the District to retain Jason as an employee and retain him as a contractor is minimal.

The attached contract has been reviewed by the legal. I would like to point out that the contract not only provides for Jason to continue assisting KPPCSD but also allows the District to utilize other individuals to do contract work for the District under the company ERSIC, LLC. This may be helpful and important to the District as we explore various grants the District may wish to apply for.

Exhibit

Contract

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of July 1, 2024, by and between the KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, a public agency organized and operating under the laws of the State of California ("District"), and ERSIC, a Limited Liability Company with its principal place of business at 1325 New Hampshire Drive, Concord, California 94521 (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

Law enforcement agency professional standards, employment related services, investigations, training and consulting services; and grant management services (hereinafter referred to as "the Project").

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. <u>Services</u>.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

- a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges attached hereto as Exhibit "B" and as described below:
 - 1. \$63.00 (sixty-three dollars) / per hour (in billable periods of 10 minutes @ \$10.50 per) for "Professional Standards, Investigations, Consulting and Training" services. Billable hours for these services shall not exceed 1200.
 - 2. \$120.00 (one hundred twenty dollars) / per hour (in billable periods of 10 minutes @ \$20.00 per) for "Grant Management" services. Billable hours for these services shall not exceed 500; however, a written estimate shall be provided for District approval specific to any work performed before such work is undertaken by Consultant.

b. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence directly pertaining to billing of costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Term

The term of this Agreement shall be from July 1, 2024, to June 30, 2025, unless earlier terminated as provided herein.

The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed").

6. Delays in Performance.

- a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. <u>Compliance with Law.</u>

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

- a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. <u>Assignment and Subcontracting</u>

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. <u>Insurance</u>. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. <u>Commercial General Liability</u>

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (7) Contractual Liability with respect to this Agreement
 - (8) Property Damage
 - (9) Independent Contractors Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) products/completed operations liability; or (3) contain any other exclusion contrary to the Agreement.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. <u>Professional Liability (Errors and Omissions)</u>

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate

for bodily injury, personal injury, and

property damage

Automobile Liability \$1,000,000 combined single limit

Employer's Liability \$1,000,000 per accident or disease

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:
 - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.
- (iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

j. <u>Subconsultant Insurance Requirements</u>.

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

- Consultant is aware of the requirements of California Labor Code Sections 1720 et seg. and 1770 et seg., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions. which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as

safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. <u>INTENTIONALLY DELETED</u>

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Contra Costa.

18. <u>Termination or Abandonment</u>

- a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District.

19. Ownership of Documents and Confidential Information.

- a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of District.
- b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this

Agreement, be furnished to and become the property of the District.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives or agents, not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify District of such fact to allow District to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Jason P. Haynes as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT: CONSULTANT:

KENSINGTON POLICE PROTECTION ERSIC, LLC

AND COMMUNITY SERVICES DISTRICT 1325 New Hampshire Drive

10940 San Pablo Ave. Concord, California 94521

El Cerrito, CA 94530 Attn: Jason P. Haynes

Attn: General Manager

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

24. <u>Equal Opportunity Employment.</u>

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. <u>Severability</u>

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. <u>District's Right to Employ Other Consultants</u>

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT AND ERSIC, LLC

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

KENS	SINGTON POLICE PROTECTION AN ERSIC, LLC	ND COM	MUNITY SERVICES DISTRICT
Ву:	Jason P. Haynes Managing Member	By: Its:	David Spath KPPCSD Board President Printed Name: David Spath
ATTE	ST:		
Ву:	David Aranda Interim General Manager		

EXHIBIT A

Scope of Services

The scope of services to be provided is inclusive of the following but not limited to such,:

Ormina Tania				
Service Topic	Non-Exhaustive Scope of Services			
Professional Standards, Investigations, LE Consulting & Training	Assisting in advertising, sourcing, recruiting, interviewing, fingerprinting and referring new KPPCSD applicants specific to the positions managed by the Police Department and other District Staff as deemed necessary and appropriate by the Chief of Police.			
@ \$63/hr	Assisting in professional development of current Police Department employee programs relative to specific job knowledge, tasks and development of internal programs. LiveScan applicant fingerprinting services of the public and employees of the District in addition to LiveScan training of staff as identified by the Chief of Police. Document shredding services.			
	Employment Background Investigations as mandated by the State of California Peace Officer and Standards Training office and in compliance with all applicable state mandates, rules and procedures.			
	Internal Affairs Investigations and/or Administrative Inquiries related to any alleged misconduct of members, employees, volunteers or independent contractors of the District in a manner as acceptable and within the applicable standards of recognition of Peace Officer Bill of Rights (POBR) practices and in compliance with the most current Memorandum of Understanding and employment agreements.			
	Review/redaction of documents, video and providing responsive material for the Chief of Police or designee for police matters related to Public Records Act requests, Outside Agency Employment Local Records Check Requests, etc.			
	Representation of the District as a witness or response to subpoena testimony for civil criminal matters directly relating to services provided to the District.			
	Evidence procedure, processing, transfer, auditing and training of KPPCSD police staff relative to policy and procedure.			
	CALEA certification assistance to primarily assigned Kensington Police Department staff member.			
	General management consulting, LEXIPOL policy review and internal/external policing programs and training.			

Grant Management	Plan and execute grants process for researching funding
@\$120/hr	opportunities, managing documents and deadlines, track grant results and provide objective data to the District. Drafting proposals/LOIs, grant application narratives, and budgets and collaborate to finalize with program staff, finance, Chief of Police and General Manager. Organize and present grant opportunities to the Board of Directors on behalf of the District for approval.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice District on a monthly basis. Consultant will include with each invoice a detailed progress report that indicates the number of hours worked on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant.



Date: April 11, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Agreement for Providing Tasers to the KPPCSD Police Officers

Recommendation

Approve entering into a five-year agreement with Axon, LLC for providing Tasers to the KPPCSD police officers at a cost of \$51,500 which includes training.

Background

Attached is a report from the Chief on explaining the value for providing Tasers to the police officers in Kensington.

My support for taking this action is based on my experience of working with the Stallion Springs Police Department for twenty years. Upon my arrival at Stallion the officers did not have Tasers and, like Kensington, the typical patrol of officers in Stallion left them very vulnerable because of being alone in many cases with assistance not immediately available. The moral of the Stallion Springs Police Department improved with the Board approving Tasers. I personally had officers tell me how much they appreciated the fact that the board members cared about their safety. I believe the same would be true in Kensington.

This request was not budgeted for Fiscal Year 2024 but funds are available due to other items being under budget.

Exhibit(s)

 Memorandum with attachments from Chief Gancasz on Purchase and Deployment of Axon Tasers



Date: April 11, 2024

To: Board of Directors

From: M. Gancasz, Chief of Police

Subject: Purchase and deployment of Axon Tasers

Recommendation:

Approve the purchase of Axon Tasers to be deployed by the Kensington Police Department and enter into a five (5) year contract with Axon LLC.

Background:

Kensington Police Officers must have adequate modern resources to handle intense, immediate, high-risk confrontations effectively. Our officers patrol alone during their shifts, more so during the graveyard hours. They face the challenge of waiting for backup officers who may be several minutes away or unavailable. Our officers must be equipped with industry-accepted resources to de-escalate such scenarios safely. Penal Code 835a requires peace officers to use techniques and resources to de-escalate high-risk encounters and use the lowest level of force reasonably necessary to stop a threat. KPD Policy 300.3.5 (ALTERNATIVE TACTICS – DE-ESCALATION) also requires officers to summon and deploy resources and tactics that "may mitigate the need to use a higher level of force."

Discussion and Analysis:

The National Consensus Policy defines police de-escalation as "taking action or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force necessary."

In simpler terms, de-escalation is a set of processes or tactics used to prevent, reduce, or manage conflict-related behaviors during an interaction between two or more individuals. KPD Officers use their interpersonal communication skills (e.g., active listening, patience, focusing subjects' attention) and emotional state management (e.g., staying calm, not escalating) to regulate subjects in high emotional or conflictual intensity and gain voluntary compliance. These abilities are mainly about how officers can conduct themselves, but this is only part of effective de-escalation.

Upon examining the strategies adopted by other police departments to address the legal requirement of de-escalating violent encounters, I discovered that every police department in Contra Costa County has implemented a Conductive Electrical Device (CED) program. In essence, Conductive Electrical Devices (CEDs) provide officers with a non-lethal means to address threats and violence from a distance, enabling them to maintain control of the situation. They offer the capability to safely

incapacitate individuals up to 45 feet away, granting officers more time to strategize, communicate, and peacefully resolve the problem. Traditionally, firearms were the only option for such a range, but CEDs now offer a less lethal alternative, effectively de-escalating confrontations. Additionally, CEDs are more efficient and cause less harm, to officer and suspect, compared to close combat, baton strikes, or resorting to deadly force.

Conductive Electrical Devices, like the Taser 10, utilize pulses of electricity to induce neuro-muscular incapacitation (NMI). These devices are effective at distances of up to 45 feet. The probes are connected to thin filaments that conduct low-amperage electricity from a battery controlled by the device's computer. The primary objective of deploying a CED is not to inflict pain or harm but to temporarily halt gross bodily movement, allowing the officer (s) to safely approach and apprehend a threatening individual and take them into custody or get them the help they need.

CEDs have been utilized by law enforcement for over three decades and have demonstrated both safety and effectiveness. The current state-of-the-art CED is the Taser 10 from Axon. The Taser 10 significantly improves range, reliability, and effectiveness over prior models. Another advantage of the Taser 10 is that it allows KPD to review and record Taser activations and discharges with an evidence log. The devices are also interoperable with the Axon Body Worn Camera 4, which KPD currently uses. When officers remove their Taser from their holster, their body-worn camera turns on and begins recording automatically. Integrating the Taser 10 with KPDs ' body-worn cameras and evidence management will afford another layer of safety and transparency and an additional de-escalation option for our officers.

Kensington Officers face the challenging task of handling suspect encounters and arrests solo, without the support of backup officers to assist in managing the situation, overcoming resistance, or addressing potential threats. This underscores the crucial need for access to Conducted Electrical Devices (CEDs) to help officers gain valuable time while requesting backup from external agencies for assistance. Surprisingly, KPD is the sole agency in Contra Costa County that doesn't provide officers with CEDs, which diverges from modern de-escalation strategies that emphasize using non-lethal control devices to defuse tense and hazardous scenarios.

Fiscal Impact:

The fiscal impact will be \$55,465.34 over five years as follows:

- > 2024 Taser Bundle \$10,979.58 (yr-1 includes instructor certification course)
- > 2025 Taser Bundle \$11,136.43
- > 2026 Taser Bundle \$11,136.43
- > 2027 Taser Bundle \$11,136.43
- > 2028 Taser Bundle \$11,136.47

Attachment:

Proposed Axon Taser Contract



Axon Enterprise, Inc. 17800 N 85th St.

Scottsdale, Arizona 85255 United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-557934-45355.653RP

Issued: 03/04/2024

Quote Expiration: 04/30/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 147505

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Kensington Police Department 10940 San Pablo Ave El Cerrito, CA 94530-2387 USA	Kensington Police Dept CA 10940 San Pablo Ave El Cerrito CA 94530-2387 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryley Pladson Phone: Email: rpladson@axon.com Fax:	Brian Lande Phone: (510) 890-5110 Email: blande@kppcsd.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$51,238.00
ESTIMATED TOTAL W/ TAX	\$55,465.34

Discount Summary

Average Savings Per Year	\$2,434.80
TOTAL SAVINGS	\$12,174.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$7,747.60	\$671.98	\$8,419.58
Oct 2024	\$2,500.00	\$0.00	\$2,500.00
Sep 2025	\$10,247.60	\$888.83	\$11,136.43
Sep 2026	\$10,247.60	\$888.83	\$11,136.43
Sep 2027	\$10,247.60	\$888.83	\$11,136.43
Sep 2028	\$10,247.60	\$888.87	\$11,136.47
Total	\$51,238.00	\$4,227.34	\$55,465.34

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Quote Unbundled Price: \$63,412.00
Quote List Price: \$51,244.00
Quote Subtotal: \$51,238.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

7 III 44 III 7 III 44 II									
Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	10	60	\$101.52	\$81.24	\$81.23	\$48,738.00	\$4,227.34	\$52,965.34
A la Carte Servi	ices								
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$51,238.00	\$4,227.34	\$55,465.34

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Delivery Schedule

Hardware

Bundle	ltem	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	10	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	10	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	100	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	10	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	09/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	09/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	09/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	09/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	09/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	10	10/01/2024	09/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	10	10/01/2024	09/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2024	09/30/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	10
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	09/01/2025	09/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	10	09/01/2025	09/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	09/01/2025	09/30/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/01/2025	09/30/2029

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	10940 San Pablo Ave	El Cerrito	CA	94530-2387	USA
2	10940 San Pablo Ave	El Cerrito	CA	94530-2387	USA

Payment Details

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	10	\$7,747.60	\$671.98	\$8,419.58
Total				\$7,747.60	\$671.98	\$8,419.58
Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,500.00	\$0.00	\$2,500.00
Total				\$2,500.00	\$0.00	\$2,500.00
Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	10	\$10,247.60	\$888.83	\$11,136.43
Total				\$10,247.60	\$888.83	\$11,136.43
Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	10	\$10,247.60	\$888.83	\$11,136.43
Total				\$10,247.60	\$888.83	\$11,136.43
Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	10	\$10,247.60	\$888.83	\$11,136.43
Total				\$10,247.60	\$888.83	\$11,136.43
Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	10	\$10,247.60	\$888.87	\$11,136.47
Total				\$10,247.60	\$888.87	\$11,136.47

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature Date Signed

3/4/2024



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Date: April 11, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Approve Resolution No. 2024-01 Acknowledging The Scouts BSA Troop 100

Recommendation

Approve Resolution No. 2024-01, A Resolution of the Board of Directors of the Kensington Police Protection and Community Services District Acknowledging The Scouts BSA Troop 100, For Their Volunteer Services Toward the Community of Kensington and the Kensington Park Facilities.

Background

I have had the pleasure of working with the Scouts, specifically in refurbishing park benches, but as I met with the scout leader, I came to understand that the Scouts in Kensington have had a history of assisting the District and working to improve facilities for the community of Kensington.

Exhibit(s)

Resolution No. 2024-01, A Resolution of the Board of Directors of the Kensington Police
Protection and Community Services District Acknowledging the The Scouts BSA Troop 100, For
Their Volunteer Services Toward the Community of Kensington and the Kensington Park
Facilities.

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT ACKNOWLEDGING THE SCOUTS BSA TROOP 100, FOR THEIR VOLUNTEER SERVICES TOWARD THE COMMUNITY OF KENSINGTON AND THE KENSINGTON PARK FACILITIES

The Board of Directors of the Kensington Police Protection and Community Services District "Board of Directors") does find as follows:

WHEREAS, the Scouts BSA Troop 100 has an oath that includes duty "to Help other People"; and

WHEREAS, the District; and The Scouts BSA Troop 100 slogan is "Do a good turn daily"; and

WHEREAS, and WHEREAS, The Scouts BSA Troop 100 has been actively involved in Kensington for many years; and

WHEREAS, The Scouts BSA Troop 100 has installed drains, railroad tie steps, built lockers replaced parts for the community BBQ and replaced the flagpole and refurbished benches in Kensington Park over the years; and

WHEREAS the Board of Directors of this District and the Community desires to express its appreciation to the Scouts BSA Troop 100 for their invaluable service and care to the community of Kensington.

NOW, THEREFORE, the Board of Directors of Kensington Police Protection and Community Services District does hereby express to the Scouts BSA Troop 100 its gratitude and appreciate for the services they have rendered as an organization in the community of Kensington and to the Kensington Police Protection and Community Services District's park facilities.

BE IT FURTHER RESOLVED that the Clerk of the Board of Directors of this District shall be, and hereby is, authorized and directed to deliver a copy of this Resolution to The Scouts BSA Troop 100.

PASSED AND ADOPTED by the Board of Directo Community Services District upon motion by Di , on Thursday, the 11 th day of Apr	_
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
	David Spath President, Board of Directors
	duly and regularly adopted by the Board of Directors unity Services District at the regular meeting of said 2024.
Lynelle M. Lewis	David Aranda
Clerk of the Board	Interim General Manger



Date: April 11, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Mailing of the Emergency Preparedness Flyer

Recommendation

Approve the mailing of a flyer to Kensington residents that provides information on evacuation during a wildfire and urges citizens to understand their responsibilities and develop a personal evacuation plan.

Background

Board President Spath has been involved with the Emergency Preparedness Committee of the Kensington Fire Protection District and that Committee has developed a very helpful brochure that is hopefully going to be distributed to all residents in Kensington.

Board President Spath will elaborate on the attached mailer.

Exhibit(s)

- Evacuation Mailer 01
- Evacuation Mailer 02



Date: April 11, 2024

To: Board of Directors

Submitted by: David Spath, Board President

Subject: Mailing of the Emergency Preparedness Flyer

Recommendation

Approve a mailer to Kensington residents that provides information on evacuation during a wildfire and urges citizens to understand their responsibilities and develop a personal evacuation plan.

Background

Kensington residents are ill prepared to evacuate the town during a wildfire. To encourage preparation the Kensington Fire Protection District's, Emergency Preparedness Committee (Committee) proposed to develop a mailer that provided information on evacuation preparation and to stress the importance of evacuation planning. Given that evacuation during a wildfire is a shared responsibility between police and fire agencies, the Committee requested that the document be reviewed by both the Kensington police chief and El Cerrito fire chief as well as asking them to include a statement on the importance of evacuation preparedness. Both the police chief and fire chief have approved the document and have provided a statement that has been included. In addition, the Committee believes that it is important that the Board of Directors of each respective district approved the document.

Exhibit

- Evacuation Mailer 01
- Evacuation Mailer 02

KNOW YOUR ZONE continued

Your zone is referred to as ECK-E007, or locally it may be verbally abbreviated as "Zone 7".

Use the accompanying magnet as a quick reference to remember which zone you live in. Emergency communications may refer to your zone number in an evacuation message, or it may only contain plain text instructions.

To learn more about Kensington
Zones visit www.kensingtonfire.org/zone

PLAN FOR YOUR SAFETY

Establish a plan that ensures:

- Easily grabbing your pre-packed Go Bag.
- 2. Following your respective route out of Kensington.
- 3. Having a plan for shelter that suits your needs, whether its with a friend/relative, a hotel, or second home- plan in advance of an emergency. When an emergency strikes, go there!

More detailed preparedness information is available in the Kensington Wildfire Preparedness Workbook. Visit our website online or request a hard copy by emailing prepare@kensingtonfire.org.

WWW.KENSINGTONFIRE.ORG

A MESSAGE FROM THE CHIEFS

EL CERRITO-KENSINGTON FIRE

Fire Chief Eric Saylors

"Use this guide as a prompt to finalize your wildfire evacuation plan. We have provided resources which will help you build an emergency plan. Thank you for doing your part to ensure your safety."

WHEN IN DOUBT - LEAVE EARLY, GET OUT!

KENSINGTON POLICE DEPARTMENT

Police Chief Mike Gancasz

A wildland fire presents a unique threat to our community. The presence of a fire that sweeps through the hills that comprise the District of Kensington creates a considerable threat to both life and property. Everyone in our community has an important role in ensuring all residents can safely leave an area threatened by a wildfire. Planning, preparing, and practicing simple actions as a community can help make leaving quicker, easier, and safer for residents and first responders, reducing the possibility of injury or worse.

WWW.KENSINGTONFIRE.ORG

KENSINGTON

EVACUATION IS YOUR RESPONSIBILITY

EVACUATION IMPERATIVES

Critical information Kensington residents **need to** know for a community-wide **evacuation**.

WWW.KENSINGTONFIRE.ORG

SITUATIONAL AWARENESS GET OUT & DOWN STAY INFORMED & AWARE KNOWING HOW TO GET OUT Residents living in this area are responsible for knowing their way to Arling-IS YOUR RESPONSIBILITY ton Avenue or for those in the SE corner, consider Spruce St. Once on the Arlington consider Sunset Drive through Sunset View Cemetary to Colusa Identify at least two ways out of Kensing-Ave. Additionally for those living in the northeastern area of this zone ton from your home. should consider using Kensington Park Rd at the top of Highland where the Use the nearest available downhill major traffic bollards have been removed for the purpose of evacuation. streets to get out. This area includes streets in a very high wildfire area because of the immediate proximity to Tilden Park. Community NORWOOD PL **TILDEN PARK** NGTON CT. BELOIT AVE Sunset View **BEYOND THE ZONE NUMBER** BERKELEY **ZONE ECK-E007** Residents must know their zone number and all exit routes. Collaborate with neighbors to develop and NOTE practice evacuation plans, ensuring preparedness Any special evacuation instructions from the Kensand safety. This entails being ready to leave on ington Police Department or other official agencies short notice and familiarizing yourself with all (e.g. CWS) will supersede these and all other traffic and walking routes leading to main roads for instructions. exiting Kensington during an evacuation. **TURN OVER FOR MORE**



Date: April 11, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Geo Technical Work for Possible Building Site

Recommendation

Approve moving forward with the DLR group performing Tasks 1-3 at a cost of \$60,300 and using Kropp and Associates to perform phase two of the Geotechnical survey at a cost not to exceed \$70,000.

Background

The process to locate the Kensington Police Department back in Kensington has been an ongoing deliberate process. This is one of the most important decisions any board of Kensington will ever make. With that said I would ask each board member and all residents to allow the process to proceed without making assumptions about final decisions to be made.

The Board has reached a decision through extensive research to not return to the Public Safety Building and to consider the only real option that exists in returning to Kensington by utilizing the District property on Arlington. The next step that was necessary was to have the property surveyed and the topography properly noted so that professionals could determine the best spot for a building and what the costs would be to build such a building. The map from the survey will be provided prior to the meeting.

This agenda item focuses on the next steps. Alan Kropp did an initial study to determine the feasibility of building on the property regarding geotechnical problems, i.e. earthquake faults and landslide potential. His next phase would be to perform actual boring of the site to confirm that the district is not going to build a building on a fault or slide area. Attached is an e-mail regarding correspondence on this subject. Mr. Kropp's need to complete his work includes additional information which leads to the need to contract with the DLR Group, Tasks 1-3. Please see the attached proposal.

In a discussion with Mallory Cusenbery of the DLR Group it was enlightening to see the overall needs to determine if the process of placing a police building on the property is feasible.

Geotechnical Work for Building Site April 11, 2024 Page 2 of 2

Please note that the work by the DLR Group and Kropp & Associates is necessary to move forward in placing a new building on the property or the possibility of the modular on the property or simply having the information for future reference should it be determined to wait on a police building in Kensington because of the financial costs.

The determination of the financial costs associated with the impact on Kensington voters will be made in due time and is part of the process. The District is not there yet. So please let the process play out. The Board is very sensitive to informing Kensington residents of what the costs will be and that will happen before any major decisions are made regarding the building.

Exhibit(s)

- E-mail regarding correspondence on this subject
- Proposal
- Survey Map (to be provided at a later date)

From: Alan Kropp akropp@akropp.com Sent: Friday, December 1, 2023 2:52 PM
To: David Aranda DAranda@kppcsd.org

Subject: RE: moving forward

David-

I just realized I never got back to you. Depending on the conceptual layout of the facilities, the cost would likely be in the range of \$50-70K (about what we proposed for the study for police facilities in the parking lot across Arlington from the church). I hope that helps!

Alan Kropp, G.E.

President, Principal Engineer Alan Kropp & Associates 2140 Shattuck Avenue, Suite 910 Berkeley, CA 94704 (510) 841-5095 (office) (510) 841-8357 (fax) www.akropp.com

This e-mail (including any attachments to it) is intended solely for the use of the individual(s) or entity named above. It may contain confidential or privileged information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete the original message.

From: David Aranda < <u>DAranda@kppcsd.org</u>>
Sent: Monday, November 27, 2023 11:21 AM
To: Alan Kropp < <u>akropp@akropp.com</u>>

Subject: Re: moving forward

Yes. Thank you. Any chance of a ballpark dollar amount from you? Sent from my iPhone

On Nov 27, 2023, at 11:07 AM, Alan Kropp akropp@akropp.com> wrote:

David-

Although detailed architect drawings would be nice, they are not a requirement for the next phase if you wish to put off a detailed geotechnical report for the final project design. That means if there are not detailed plans there could be the need for additional subsurface exploration after a draft of the final design is prepared. For now, the critical information I need is the layout of the facilities on the property, and the depth of any grading (cutting or filling). If you can get that limited data from your architect or planner, it would be sufficient for me to proceed to the next phase of work. That phase will include fault trenching and borings for slope stability assessment.

Does that make sense? Contact me if you have further questions.

Alan Kropp, G.E.

President, Principal Engineer Alan Kropp & Associates 2140 Shattuck Avenue, Suite 910 Berkeley, CA 94704 (510) 841-5095 (office) (510) 841-8357 (fax) www.akropp.com

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From: David Aranda < <u>DAranda@kppcsd.org</u>>
Sent: Monday, November 27, 2023 8:58 AM
To: Alan Kropp akropp@akropp.com>

Subject: moving forward

Hi Alan: Thank you again for the initial geotechnical studies for our police station location on Arlington. In looking at your report, specifically "Future Work" it appears that the District now needs to give you a set of plans for the police building in order for you to perform detailed geotechnical/geologic investigations of the site, is that correct? Is it possible to provide me with a ball park dollar amount in what you described as needing to be done for the next phase? I know the board is concerned that the district spend the money for detailed plans with an architect and then your findings put a squash to the development of the site. Any thoughts on how I might respond to the board in that regard? Thank you for your help. David.

David Aranda Interim General Manager



DLR Group | RossDrulisCusenbery

March 13, 2024

David Aranda
Interim General Manager
Kensington Police Protection & Community Services District
DAranda@kppcsd.org
10940 San Pablo Avenue
El Cerrito, CA 94530

Reference: Kensington Police Department Preliminary Site Feasibility Study

Fee Proposal

Dear Mr. Aranda,

DLR Group | RossDrulisCusenbery (DLR | RDC) is pleased to provide the following proposal for architectural site feasibility study and cost estimating services for a potential new future home for the Kensington Police Department (KPPCSD).

BACKGROUND

The KPPCSD has requested a *Preliminary Site Feasibility Study* as an initial assessment of the opportunities and constraints associated with the proposed site on Arlington Avenue at the intersection of Arlington Court, in Kensington CA. The objectives of this study will be to: 1) develop a conceptual understanding of the site's size and functional feasibility; 2) identify potential complexities associated with development; and 3) quantify potential costs associated with this development. Based on the *Preliminary Site Feasibility Study's* findings, the KPPCSD will have sufficient information to inform a decision about the relative suitability of the site and next steps forward.

SCOPE OF WORK

The proposed scope of work associated with developing a *Preliminary Site Feasibility Study* is outlined in the following outline of steps:

Task 1 - Data Gathering & Program Confirmation. This task involves determining preliminary code criteria that will influence the utilization of the site. Includes preliminary planning/zoning code review and preliminary opinion about required parking count (secure, public, and accessible). Documentation of proposed building size, per KPPCSD.

Deliverable: summary documentation of applicable codes as they apply to proposed site.

Task 2 -- Feasibility Study Site Concepts. This task involves studying conceptual site plan options and developing a preferred site location. Studies will address building footprint, site access points and

DLR Group | RossDrulisCusenbery Kensington Police Department March 13, 2024 Page 2.

driveways, landscape and conceptual stormwater management areas, parking, setbacks, and conceptual re-grading.

This effort will include initial study of two (2) alternatives that address building footprint locations and site layout options, alternative site grading/drainage scenarios, and alternative parking schemes. The preferred approach will be documented in one (1) final conceptual site configuration for these elements. Final graphics for Task 2 will be a 2-dimensional site plan that documents the above content. Site plan will be in color, and will represent the project in the neighborhood context, showing conceptual landscape treatments as well.

Assume study of two initial site options, and preparation of one (1) final conceptual site utilization plan.

Task 3—Conceptual Grading Scenarios. For this task, RDC will engage a civil engineering subconsultant in support of developing conceptual grading and drainage scenarios. Includes developing civil related pre-concept level designs related to civil elements, primarily utilities, grading, wall locations, and significant accessible paths of travel. Summary narrative of site plan options will assist in understanding the opportunities and constraints along with conceptual pricing.

Assume two (2) conceptual grading studies, and one (1) final conceptual grading diagram corresponding to the selected scheme. 3 virtual meetings/workshops and one site visit. Assumes site survey is complete, legible, provided in AutoCAD and that all underground utilities that are on site or would serve the future building are shown with invert information.

Task 4—Concept-Level Cost Opinion. RDC will engage the services of a cost estimator to develop a high-level cost opinion that addresses the specifics of this building type and the complexity of the context. The resulting estimate will offer the KPPCSD an order-of-magnitude cost opinion for construction costs.

Deliverable: concept-level order-of-magnitude cost opinion.

Task 5 – Meetings & Presentations. For Task 4, RDC will meet with representatives for the Police Department, present findings at appropriate Board meetings, meet with code officials, and prepare presentation materials as needed.

Assume four (4) meetings maximum.

Exclusions

- 1. Services more than those described above.
- 2. Site topographical survey.
- 3. Programming, preliminary space requirements, space standards, or other basis of design analysis.
- 4. Geotechnical and site hazards analysis/engineering.
- 5. Community outreach, engagement, facilitation.
- 6. Detailed site re-grading analysis and engineering.
- 7. Cost reconciliation and value engineering.
- 8. CEQA study services including Initial Study, traffic study, vehicle miles traveled, green house gas emissions, biological and cultural resources, and acoustics.

DLR Group | RossDrulisCusenbery Kensington Police Department March 13, 2024 Page 3.

- 9. Phase I or Phase II Environmental Assessment services
- 10. Meetings beyond four (4).

FEE

The fee for services outlined above, including reimbursable expenses, is as follows:

Total (pending Task 3)	\$72,700
Task 5	\$7,400
Task 4 (by Mack 5)	\$5,000
Task 3 (by BKF Engineers)	\$ 19,000
Task 2	\$35,700
Task 1	\$5,600

Thank you for this opportunity to provide services to the KPPCSD. Please contact me if you have any questions or require any additional information.

Sincerely,

Mallory

Mallory Scott Cusenbery, AIA

Justice & Civic Design Leader | Princ pal

DLR Group | RossDrulisCusenbery



Date: May 9, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Special Meeting Workshop on May 9th from 1 p.m. until 5 p.m. Facilitated by

Ridgeline

Recommendation

Approve a special meeting workshop on May 9th from 1 p.m. until 5 p.m. and having Dmitry Semenov of Ridgeline facilitate the meeting at a cost of \$2,500.

Background

The KPPCSD and the KFPD entered into agreements that have Ridgeline performing three fiscal studies. One of the studies would be looking at KPPCSD remaining as a separate entity, the other study would be KFPD remaining as a separate entity and the third study would look at a fiscal analysis with the two entities becoming one organization.

Ridgeline has received most documents that have been requested to perform the studies. Dmitry states "The goal of the effort (for the workshop) is to set the qualitative decision framework for the District which will serve as a greater context for assessing the results of the fiscal analysis and determining on the further course of actions."

The concept that we feel works best to accomplish this goal in the short period of time allowed would be to use the Three-Year Strategic Plan from October 2022 that was developed by the Board and Rauch Communications but never finalized. Attached is that plan.

Some may not like the plan as it was drafted but if we could all focus on using the plan, especially the goals, objective and implementation portion of the plan it should provide a start to what Dmitry needs for his work and it may lead to the District having a finished agreed upon strategic plan in the near future.

The format for accomplishing this consists of a special meeting in which the public will provide input at the beginning of the meeting and provide input at the end of the meeting. The bulk of the special meeting is for the BOARD to work together with the General Manager and Police Chief and craft up the future of KPPCSD.

Special Board Meeting - Ridgeline May 9, 2024 Page 2 of 2

Separately I will provide my thoughts, specifically toward the subject of the future for KPPCSD regarding staffing, operations, and capital needs. I would suggest each board member give some thought to their beliefs in what KPPCSD needs in those same three areas.

Upon approval of this workshop, a notice will be placed on the Website, an article will be submitted for the Outlook newspaper and the Strategic Plan from October 2022 will be made available for all to review.

Exhibit(s)

• Three-Year Strategic Plan from October 2022



Kensington Police Protection and Community Services District



THREE-YEAR STRATEGIC PLAN

OCTOBER 2022

Participants

BOARD OF DIRECTORS

Sylvia Hacaj, President

Eileen Nottoli, Director

Rachelle Sherris-Watt, Director

Christopher Deppe, Director

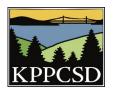
Mike Logan, Vice-President

DISTRICT MANAGEMENT STAFF

Rick Benson, Interim General Manager

CONSULTANT

Martin Rauch, Managing Consultant



Kensington Police Protection and Community Services District 2020 STRATEGIC PLAN

Strategic Plan Table of Contents

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Introduction	2
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Introduction

Purpose of the Plan

This three-year Strategic Plan (SBP) is Kensington Police Protection and Community Services District's (KPPCSD's or District's) highest-level planning document. It represents the Board's and Staff's direction for the future. The Plan identifies KPPCSD's Mission and Vision while providing a set of goals and objectives that serve as a framework for decision-making.

The Plan is also a practical working tool that provides clear direction to the Staff regarding the Board's goals and objectives. It includes an Implementation Plan developed by the Staff to meet those goals and objectives. The Board and Staff will regularly refer to it as a guide to KPPCSD's actions during the period covered.

Plan Development

The strategic planning process was carried out in steps as outlined below.

Background Research. The consultants began by holding discussions with Staff and reviewing selected documents.

Confidential Interviews. This was followed by a series of confidential interviews carried out by the consultant. The goal is for the interviewees to candidly express their interests and perspectives on the District and its priorities. The interviewees included the Board of directors, General Manager, Interim General Manager, Police Chief, and Legal Counsel.

Strategic Planning Workshop. The interviewees also participated in a workshop. At the workshop, the group reviewed the results of the interviews, undertook several exercises to examine the District's current state, identified issues and opportunities expected to confront the District in the future, and discussed priorities.

Staff Implementation Plan. The management team and consultant developed a staff implementation plan designed to meet the Mission of the District and strategic goals and objectives.

Strategic Framework

KPPCSD built the Strategic Business Plan from a series of logical and integrated components, described below.

Mission. The mission statement explains why the organization exists. It articulates the organization's essential work in a brief sentence or two.

Vision. The vision articulates what the organization will become at a given time in the future. It is the strategic target that, when achieved, fulfills the organization's Mission.

Values. Values provide guidance when an organization is faced with challenging decisions that require trade-offs, help govern attitudes and behaviors, and generally remain constant over time. The Board sets values.

Goals. Goals describe broad, primary management, operations, and planning areas that need to be addressed to accomplish the Mission. Goals are not connected to timelines.

Objectives. Objectives are specific directions established by the Board, which expand upon and refine the goals. There may be multiple objectives for each goal. Objectives are related to goals but more specific, measurable, attainable, and have a time frame.

Implementation Plan. The Implementation Plan contains actions required to accomplish the Mission, goals, and objectives. The actions in the Plan are assigned to members of the Leadership Team and have timelines. There may be multiple tasks for each objective.

Measures. Staff will develop measures to provide insights into progress in achieving the objectives. Progress will be tracked, analyzed, used to adjust the course where appropriate, and reported to the Board.

Monitoring/Oversight. Actions developed that will be taken by the Board, Leadership Team, and Staff to ensure that the Plan is implemented and updated over time.



Mission

The Mission was pre-existing and not evaluated for change in this process.

The Mission of KPPCSD is to provide services that enhance the community of Kensington.

Vision

Kensington Police Protection and Community Services District will proactively provide:

First-Class Police Services — Kensington Police Department is housed in a modern, welcoming building, and is properly equipped. The Department cost-effectively provides first-class policing and excellent customer service. Police collaboration with citizens and community partners creates meaningful relationships that sustain a safe environment for all.

Quality Parks and Responsive Recreation Services — With the oversight of a permanent Parks Manager and long-term financial planning, Kensington's parks and community facilities are modern and clean, serving the community as go-to resources for recreational activities.

Excellent Communication with the Community — Customers understand and support the District and understand how to get their questions answered and request services.

Productive and Collaborative Board and Staff — The District workforce is fully staffed and has low turnover. It is an engaged, trained, experienced, and satisfied workforce that feels supported by the Board and Management.

Well-Managed Long-Term Financial Planning — The District uses long-term financial planning to effectively and efficiently use its revenue to create value for its residents through its parks, police and waste management services.

Clear and understandable administrative processes — This includes a system for emergencies and a climate change adaptation plan, allow the District to run efficiently and adapt to changes.

Priorities

The narrative below summarizes this Plan's priorities. This summary is provided to help the reader to understand the goals, objectives better and work plan items on the following pages.

The single highest priority is to invest in Staff to provide a stable, quality, and fully staffed workforce.

Without a stable, experienced, and motivated staff, none of the goals and priorities of this Plan can be achieved. First, and most important is to hire and retain and excellent general manager. Building a stable staff may require new recruiting approaches, changes to the Board/Manager roles and relationships, improved compensation and benefits, and more.

Well Maintained Infrastructure, clear board direction, and well-managed, long-term finances are other priorities.

- Well maintained infrastructure. This includes the development or lease of permanent offices, and up-to-date technology and equipment for the entire District, including the Police Department
- Clear Board direction to Staff on goals and priorities.
- The District is generally on strong financial ground. However, the Board has something of a scarcity mindset and the District can afford to do bigger things than it does. As a result, assets are underfunded. The District needs a plan for managing finances in a way that allows it to most effectively fund operations, staffing, facilities, and equipment.

Goals, Objectives, and Implementation Plan

The following pages contain goals and objectives for the coming ten years. Staff developed implementation actions to fulfill these Board-level goals and objectives. This Plan focuses only on key areas where there is a change or a desire for additional clarity of direction. Numerous existing and ongoing initiatives, programs, and actions are not incorporated into this Plan.

The goals and objectives are presented on the following pages. They, along with the Mission, vision and values, represent the core strategic direction provided in this Plan.

Introductory Notes

Key Areas of Change. This Strategic Plan focuses only on key areas where there is change or a desire for additional clarity of direction. Numerous existing and ongoing initiatives, programs, and actions are not incorporated into this Plan.

Priorities. The notation "(High)" after an action indicates a high-priority action. A high priority is defined as a "must do" that is not receiving adequate attention from staff due to inadequate resources or a new or additional effort for Staff to undertake to fulfill a critical goal or objective. Some actions are urgent in terms of timing but are not necessarily a high priority. For example, it is urgent to get out payroll in the next few weeks but not a high strategic priority, just a workaday task.

Timing. Goals and objectives marked "annually" or "ongoing" will be reported on at least once each year during the budget planning season. This will allow the General Manager to use the feedback received from the Board when preparing the new fiscal year budget.

Implementation. Staff developed a complete set of initiatives to implement the goals and objectives. The implementation actions are summarized on the following pages, indicated by third-level numbering (such as 1.1.1) with non-bold type.

Summary of the Goals and Objectives

To come once the goals and objectives are finalized.

GOAL 1. STAFFING: Motivated, Stable Staff with the Tools, Training and Experience to Properly Serve the Public

District-Wide Strategic Challenge. Maintaining continuity of leadership is identified as one of the most important elements that could benefit the District. However, the District has not successfully hired and retained a long-term general manager in the past year or so. The challenge is in making the position desirable enough for a person to stay. One element is that maintaining clear and productive Board and Manager roles and relationships has been a challenge in the past. On the other hand, the District has made strides in clarifying its organization's structure, but additional work remains to ensure a long-term stable staff with the right people, training, and processes in place. For example, there is no one assigned to oversee the parks.

District-Wide Strategic Response. The District is reconsidering the salary, benefits, and terms, in seeking to hire a long-term manager. The Board will continue to refine how it works with the manager to ensure there are clear roles and a productive relationship. The next long-term manager, will optimize the organizational structure and ensure there is a staff member responsible for effectively overseeing the parks.

Police Staff Challenge: There is a need for full police staffing and ability to maintain it over time with, for example, succession planning. If the Department were to lose even one or two people, that would be a large percentage of the workforce. Historically it has been hard to recruit new good officers. Having a permanent building may help with this as will increasing salaries. Having a small department is challenging -

Police Strategic Response. The Department will develop processes to deal with the challenges of having a small force, such as cross-training staff and having non-sworn officers take over some tasks (e.g. welfare checks, security checks) or safety full-time, which would allow the Department to prioritize the police-specific roles. Staff will maintain a clear separation between the reporting of district and police roles. The Board will provide clear strategic direction on its vision and priorities for the Department.

The objectives below must be consistently carried out to achieve the goal above.

OBJECTIVE 1.1. A long-term, experienced and capable Manager is in place.

- 1.1.1 Develop competitive benefits package that will attract quality mid-career generalists. [Responsible, date]
- 1.1.2 Contract with a professional recruiter to find quality candidates. [Responsible, date]
- 1.1.3 Hire a permanent General Manager who will remain with the District for several years or more. [Responsible, date]
- 1.1.4 Develop or obtain a permanent headquarters for the staff and the Police Department. [Responsible, date]
- 1.1.5 Develop and implement successor training for qualified internal staff to elevate to higher positions. [Responsible, date]

OBJECTIVE 1.2. Management and staff roles and responsibilities are clearly defined and followed.

1.2.1 Update the strategic plan annually so there are always Board goals. [Responsible, date]

- 1.2.3 General Manager develops individual work plan and target completion dates for all staff reporting to the General Manager. [Responsible, date]
- 1.2.4 General Manager provides regular reports at Board Meetings on the status of priorities and significant projects. [Responsible, date]
- 1.2.5 Board provides ongoing direction on the topics, amount of detail and timelines of reporting on priorities and significant projects in (3.2.4). [Responsible, date]
- 1.2.6 Prepare and fund enhanced development and training program for administrative personnel. [Responsible, date]

OBJECTIVE 1.3 Administrative and management processes and policies are well defined, documented, and followed.

- 1.3.1 Conduct review of all policies and procedures of the Board of Directors every three years, [Responsible, date]
- 1.3.2 Change procedures as needed and consider changes at least once each year. [Responsible, date]
- 1.3.3 Distribute copies of procedures and policies to all management staff and include in training materials. [Responsible, date]
- 1.3.4 The General Manager shall develop an assignment and follow-up process with target dates to assure that all Board decisions and directions are completed. [Responsible, date]
- 1.3.5 Prior to negotiations for an updated Police Officer Association Memorandum of Understanding determine whether the lead negotiator will be the General Manager or a consultant. [Responsible, date]
- 1.3.6 General Manager shall meet annually or more often with City Managers of neighboring cities to improve communication and explore areas of mutual cooperation and improved efficiencies. [Responsible, date]

OBJECTIVE 1.4 The right people, with the right training, and experience are in place.

- 1.4.1 GM will determine on an ongoing basis that the workload is appropriate for each position's responsibilities and objectives. [Responsible, date]
- 1.4.2 GM will annually review salaries to keep pace with changing market and economic conditions and will recommend changes, as appropriate, to the Board of Directors. [Responsible, date]
- 1.4.3 GM will annually conduct performance evaluations of all positions reporting to the GM.

 Originals of all evaluations will be placed in the employee's permanent personnel file.

 [Responsible, date]
- 1.4.4 Develop annual goals for each management position as determined by the General Manager. These individuals shall be evaluated partly based on accomplishing these goals. [Responsible, date]

OBJECTIVE 1.5 Provide appropriate staffing and expertise for all necessary functions and responsibilities of the District

1.5.1 Police Department – Oversee hiring and promotional practices to assure excellent candidates are hired and promoted. [Responsible, date]

- 1.5.2 Administrative Staff General Manager hires, supervises and promotes administrative staff positions and develops efficient internal processes to promote the accomplishment of goals and effectiveness of communications. [Responsible, date]
- 1.5.3 Park Services Provide management, janitorial, scheduling, security, and vegetation/tree management recommendations and coordination for all outdoor services owned by the District. [Responsible, date]
- 1.5.4 Recreation Services Assist with the contract coordination to operate the recreation program for the District. [Responsible, date]
- 1.5.5 Reorganization the General Manager will periodically recommend reclassifications and reorganizations to improve organizational functioning and improve services to the community. [Responsible, date]
- 1.5.6 Employee Benefits Add competitive benefits to attract and retain excellent staff. [Responsible, date]
- 1.5.7 Prepare annual calendar of known events for the District for the following calendar year and place an update on the District website. [Responsible, date]

OBJECTIVE 1.5 Provide Full-Service Human Resources Function

- 1.5.1 Human Resources Hire an employee, contract with an experienced firm, or contract with another public agency to provide full HR services including salary administration, complete recordkeeping and personnel files, benefits administration, recruitment and hiring, positions and budget, onboarding, training, performance evaluation monitoring and management, posting of legal notices and announcements, and labor relations as needed. [Responsible, date]
- 1.5.2 Prepare annual human resources report to the Board listing all positions, salary ranges and providing a cost history of retirement and other major personnel costs.

GOAL 2. GOVERNANCE: Cohesive Board, Focused on Setting Policy

Strategic challenge. The Board has made significant progress in its transparency, communication, and how it conducts its board meetings. In general, board members are responsible, honest, and aware. The relationship between the board and police rank and file is strong. However, its communication of goals, priorities, and feedback with the General Manager needs improvement.

Strategic response. The Board will continue to work on improving its governance and focus on developing clearly defined and productive roles and relationships with the General Manager.

The objectives below must be consistently carried out to achieve the goal above.

OBJECTIVE 2.1. The Board is stable and representative of the Kensington community

2.1.1 Educate the community about the role of the Board and opportunities for service. [Responsible, date]

OBJECTIVE 2.2. The Board provides clear direction and priorities for the District and Police Department to the General Manager

2.2.1 Assign the Board President as the direct liaison to the General Manager and act in a lead capacity in consulting on near- and long-term issues. [Responsible, date]

OBJECTIVE 2.3. A thoughtful and helpful process is utilized by the Board to evaluate the General Manager

2.3.1 Hire a facilitator to set a plan and pattern for the performance evaluation and facilitate the first one [Responsible, date]

OBJECTIVE 2.4. Board processes and policies are well defined, understood, documented, and followed.

- 2.4.1 SAMPLE. Develop annual Board Agenda calendar listing anticipated dates for reoccurring Board reports and actions. [Responsible, date]
- 2.4.2 Develop and implement a Board Agenda follow-up process summarizing board decisions and directions after each Board Meeting and identifying lead staff handling each item and target completion dates. [Responsible, date]

GOAL 3. FINANCE: Well-Planned Long-Term, Stable Finances that Meet Community Needs

Strategic challenge. With respect to finances, the day-to-day operations, including payroll, budgeting, and financial reporting, have improved greatly, the District still needs a long-term investment strategy, to address things such as bonds for pensions and new requirements for the community center that require investments. The landscape and lighting districts are underfunded and the general fund must make up the difference. The District is generally on strong financial ground. However, the Board has something of a scarcity mindset and the District can afford to do bigger things than it does. As a result, assets are underfunded. The District needs a plan for managing finances in a way that allows it to most effectively fund operations, staffing, facilities, and equipment.

Strategic Response. The District will develop a long-term financial plan.

The objectives below must be consistently carried out to achieve the goal above.

OBJECTIVE 3.1: Finances are managed based on a comprehensive, long-term financial plan.

- 3.1.1 Annually prepare five-year financial projections. [Responsible, date]
- 3.1.2 Annually prepare a one-year, two-year or three-year budget. [Responsible, date]
- 3.1.3 Annually prepare capital improvement budget to fund repair and/or replacement of all major capital assets. [Responsible, date]
- 3.1.4 Prepare capital budget for replacing computers, office equipment, and furnishings. [Responsible, date]
- 3.1.5 Annually prepare five-year financial projections. [Responsible, date]
- 3.1.6 Research annual grant opportunities and develop a process to evaluate and apply for these possible grants. [Responsible, date]
- 3.1.7 Develop an annual budget calendar listing target dates for all major budget preparation and review milestones. [Responsible, date]
- 3.1.8 Develop goals and performance measures for major programs to be included in the operating budget. [Responsible, date]
- 3.1.9 Develop budget update and follow-up process for all major budget goals. [Responsible, date]
- 3.1.10 Prepare annual recommended mid-year revision to the approved budget. [Responsible, date]

GOAL 4. FACILITIES, EQUIPMENT AND TECHNOLOGY: Well Maintained Facilities, Technology, and Equipment that Meet Staff and Community Needs

Strategic challenge. Neither the Staff nor Police have permanent offices with potentially significant impacts for staff effectiveness and providing a known location that customers can come to for service. In addition, the current technology infrastructure may not meet long-term community needs, surveillance systems, fi-fi, ride-sharing, autonomous vehicles, taking police reports via, zoom, etc.

Strategic Response. The District will evaluate long-term needs, develop appropriate asset management and technology plans that meet evolving needs, and develop and implement plans for succession, backup, and redundancy.

The objectives below must be consistently carried out to achieve the goal above.

OBJECTIVE 4.1. The District is housed in efficient, modern, long-term offices that meet District needs and is acceptable to the community.

4.1.1 Develop a plan for long-term options for District Offices prior to the expiration of the two-year lease of the modular office in El Cerrito. [Responsible, date]

OBJECTIVE 4.2. Facilities are upgraded and maintained based on a properly funded, proactive asset management plan.

4.2.1 Develop a long-term depreciation and funding plan to cover future office costs and possible building construction/relocation. [Responsible, date]

OBJECTIVE 4.3 Technology purchases, training, and upgrades are guided based on a multi-year, properly funded technology plan.

- 4.3.1 Develop and update multi-year technology plan. [Responsible, date]
- 4.3.2 Transfer key records and historical documents to digital format and make them available on the District website. [Responsible, date]
- 4.3.3 Improve internet capabilities among District facilities. [Responsible, date]

OBJECTIVE 4.4 Community Center management.

- 4.4.1 Hire a contractor or staff member to handle janitorial, room set-up, security, and repairs for the room. [Responsible, date]
- 4.4.2 Assign and train a current staff member rental management, financial oversight and cash flow, handling deposits, etc. [Responsible, date]
- 4.4.3 Obtain, long-term funding for replacement of hardscape, appliance, equipment, building, utility costs, etc. [Responsible, date]

GOAL 5. TECHNOLOGY: Current, Cost Effective, secure, that Meet Staff and Community Needs

Strategic challenge. Neither the Staff nor Police have permanent offices with potentially significant impacts for staff effectiveness and providing a known location that customers can come to for service. In addition, the current technology infrastructure may not meet long-term community needs, surveillance systems, fi-fi, ride-sharing, autonomous vehicles, taking police reports via, zoom, etc.

Strategic Response. The District will evaluate long-term needs, develop appropriate asset management and technology plans that meet evolving needs, and develop and implement plans for succession, backup, and redundancy.

The objectives below must be consistently carried out to achieve the goal above.

OBJECTIVE 5. The District is housed in efficient, modern, long-term offices that meet District needs and is acceptable to the community.

- 5.1.1 Information Systems Hire an employee, contract with an experienced firm, or contract with another public agency to provide full computer coordination, hardware management, help desk liaison, replacement schedule and funding, coordination of Board meetings, and technology management for all procedures and hybrid meetings. [Responsible, date]
- 5.1.2 Consider hiring a contractor or training a person on staff to act as webmaster and to oversee social media, [Responsible, date]
- 5.1.3 Assign and train the clerk to set up the room for meetings. [Responsible, date]

Goal 6. CUSTOMER SERVICE AND ENGAGEMENT: The District Meets Community Needs

Strategic Challenge. <u>Public Outreach</u>: The District has earned the Transparency Certificate from California Special Districts Association, but additional outreach work needs to be done. There is a perception that most customer don't really understand or know the District. There is also the need to maintain ongoing productive relationships with the Fire District, the County, and East Bay MUD to coordinate. <u>Customer Service</u>. Park services and police services must evolve and grow over time to meet customer needs and expectations.

Strategic Response: To provide clear board direction, ensure adequate resources and up-to-date services, the District will develop and implement annual or multi-year plans for key services and outreach.

The objectives below must be consistently carried out into the future to achieve the goal above.

- OBJECTIVE 6.1. A planned, budgeted and Board approved outreach and engagement plan guides outreach actions.
 - 6.1.1 Maintain an accurate and timely Public Records Act Request process
- **OBJECTIVE 6.2.** Park and Recreation Services meet the current needs of the community.
 - 6.2.1. Prepare Police Department Annual Report.
 - 6.2.2 Contract with an experienced writer to prepare and publish a quarterly newsletter available to all residents.
- OBJECTIVE 6.3. There is clear Board direction encouraging and defining the police's role in community engagement and outreach.
 - 6.3.1. With the assistance of the General Manager and Police Chief, the Board will hold an annual workshop focused on updating the direction to the Police Department.
- OBJECTIVE 6.4 The District is prepared appropriately to mitigate significant incidents and threats (fires, shortages, earthquakes, cyber-attacks, climate change, pandemics, etc.).
 - 6.4.1 Conduct regular emergency preparedness drills in conjunction with neighboring police and fire departments and county emergency services.

Monitoring and Oversight

Below are the actions that the Board will take, Leadership Team, and Staff to ensure that the Plan is implemented and updated over time.

Communicate and Lead

The General Manager and Police Chief will meet with all employees to review the Plan and make sure everyone understands their responsibility within the Plan.

Report progress on strategic goals and objectives at least annually to the entire Staff.

The Management will actively implement the Work Plan.

Evaluate

Evaluate General Manager and Police Chief performance based in part on their implementation of the Strategic Plan Goals and Objectives.

Resource Allocation and Oversight Reflect Goals and Objectives.

Staff will reference Strategic Plan items on Board meeting agendas as appropriate.

Align the budget to the strategic goals and objectives.

Board will consider the Strategic Plan when they deliberate

The Board, with staff and, if needed, consultant support, will review and update the Strategic Plan every other year and roll it forward.

Update the Plan

Formal Review and update of the goals and objectives every three years or as needed.

Updates the Staff implementation plan as appropriate over time.

Single-Page View of the Core Elements of the Strategic Plan This will be updated with your info when ready

MISSION						
VISION						
GOALS						
OBJECTIVES						

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Implementation Plan

The implementation plan was developed by Staff to fulfill the strategic direction set by the Board through the Mission, Vision, Values, Goals, and Objectives. It is shown on the following pages.

FY21 – Each fiscal year is July 1 to June 30 of the year named, in this case 2021.





Kensington Police Protection and Community Services District

BOARD OF DIRECTORS

Sylvia Hacaj, President Eileen Nottoli, Director Christopher Deppe, Director Rachelle Sherris-Watt, Director Mike Logan, Vice-President

INTERIM GENERAL MANAGER

Rick Benson

And Tony Constantouros

Prepared by:





KENSINGTON POLICE DEPARTMENT

10940 San Pablo Avenue • El Cerrito • CA • 94530 (510) 526-4141

www.kppcsd.org

DATE: March 31, 2024

TO: David Aranda: General Manager

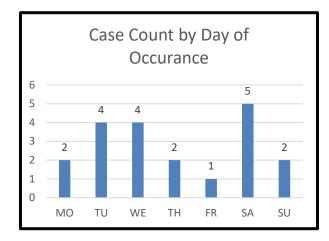
FROM: M. Gancasz, Chief of Police

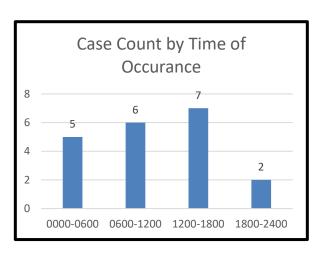
RE: Police Chief's Monthly Report, March 2024

Patrol Operations

The Kensington Police Department handled 996 incidents in March (up from 826 the prior month). 752 were officer-initiated events, including 53 traffic enforcement stops resulting in 26 citations (up from 21 in the prior month). Officers responded to 244 dispatched calls for service (up from 187) and took 21 reports (up from 20 in February). Two felony and six misdemeanor arrests were made. Officers investigated one home invasion robbery, one sexual assault, two drug-related offenses, one petty theft, three identity/mail theft/access card thefts, and six public intoxication investigations. Thirty percent of this month's investigations were felony crimes.

Our average response time increased from 4.5 minutes to 5.4 minutes. There were staffing shortages in March, as well as several major crime investigations which contributed to the increase in response time.





Notable cases and arrests

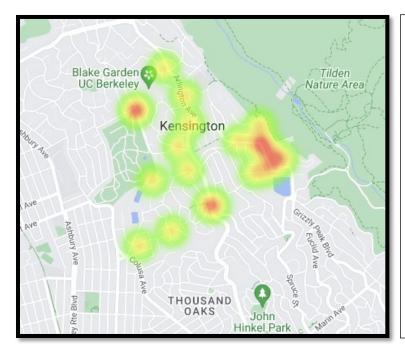
On March 4th a home invasion robbery occurred in the 200 block of Lake Dr. The robbery occurred at approximately 11 am. According to eyewitness and victim accounts, the perpetrators entered the residence, confronting the occupants and demanding valuables. The situation escalated rapidly, with one of the suspects physically assaulting a victim. The suspects took personal property of the

residents and fled the scene. One victim was taken to the hospital with non-life-threatening injuries. Due to the vigilance of the Kensington community, numerous leads were developed, leading to the identification and eventual recovery of the suspect vehicle. Multiple Search Warrants have been served by the Kensington Police Department in furtherance of this investigation and the case is ongoing.

On March 13th, Ofc. Thota was conducting extra patrol on Grizzly Peak Blvd at 3am. Ofc. Thota stopped a car for vehicle code violations and during the stop determined the passenger had warrants for her arrest and the driver was a felon in possession of a loaded and concealed firearm. The firearm was a "Ghost Gun" meaning it was illegally produced and had no serial number. Methamphetamine paraphernalia and burglary tools were also seized during the encounter. Both suspects had lengthy criminal histories and were on probation for previous criminal convictions. Both were arrested and transported to County Jail.

On March 29th, Albany PD requested assistance with an in-progress burglary. Ofc. Thota responded to the Albany United Methodist Church and identified a subject matching the suspect's description fleeing the area. Ofc. Thota pursued the suspect on foot and apprehended him a short distance from the scene. The suspect was turned over to Albany PD.

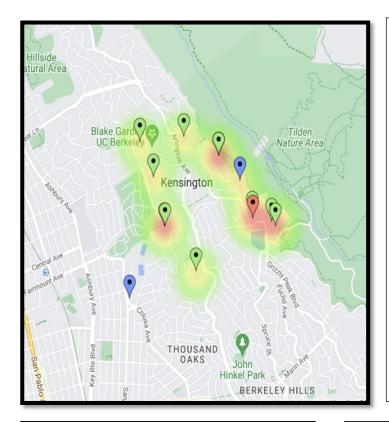
Crime Trend Mapping March 1-31, 2024



30 Day GIS mapping of Case Reports.

The map includes all criminal and non-criminal case investigations, including traffic accidents, death investigations, and vehicle impounds. The highest level of reported activity was around Beloit Ave/Lake Dr/Grizzley Peak Blvd. Extra patrols and interdiction resources have been deployed this month to the area.

Crime Trend Mapping previous 365 days



The 365-day map to the left show's crimes by type for the past twelve months. Most of the crimes are in the Grizzley Peak/Lake/Purdue area and just east of Arlington Ave.

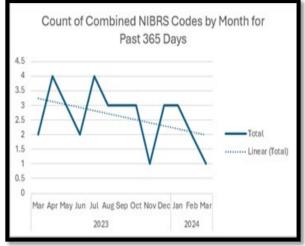
Below are two charts showing more crime trends and usable data from the past year:

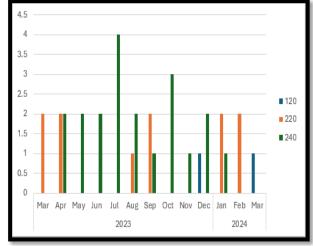
120 = Robbery

220 = Burglary

240 = Stolen Vehicle

(120, 220, and 240 do not denote the number of crimes but are mapping categories)





Analysis

Since early 2023, crime rates have been steadily decreasing across almost all categories of crime. As of the first quarter of 2024, there are no significant or sustained increases in serious violent or property crimes.

Traffic Safety

During March, there were five traffic collisions, none of which were criminal in nature. No hit and runs collisions were reported this month. One of the traffic collisions involved loss of control of a vehicle with it crashing into a business, and the incident is being resolved civilly between the involved parties.

Administration

I met with El Cerrito Chief of Police Paul Keith and Albany Chief of Police John Geissberger on March 6 to discuss interagency support, safety, and collaboration. Officer Harjot Gill successfully completed our Lateral Officer Field Training Program and is now working a shift, patrolling Kensington. A weekly check-in with Flock Safety revealed the County is in possession of the required permits and Kensington is scheduled for its camera installation in the coming months. The program is proceeding faster than we anticipated. We received a second application for our volunteer program and that applicant is in the background phase. The payroll implementation team met on March 5 and March 20 and initiated several successful tests in accordance with the contract agreements. We are optimistic testing can be completed and the system will go live by May 31. I interviewed a police officer applicant on March 28 and extended a conditional offer of employment contingent on successful completion of a thorough background investigation completed by Jason Haynes. If successful, his anticipated start date will be mid/late April. This additional hire will increase staffing levels to eight (8).

Training

Officers completed mandatory training this month, despite the staffing challenges. Officers Payne, Thota, and Gill completed a 24-hour tactical patrol rifle course put on by the Hercules Police Department at no cost to the Kensington Police Department. We did, however, provide lunch for their staff during one of the training days. The class certifies the officers to deploy patrol rifles, which is an invaluable tool for responding to active shooters and other armed and dangerous suspects.

Officers Payne, Thota, and Gill along with Sgt. Lande participated in K9 training with the El Cerrito Police Department. Officers practiced conducting felony traffic stops in conjunction with ECPD and learned how to coordinate safely with the deployment of a canine to assist in suspect apprehensions for felonies. The KPD team also practiced conducting building searches and room clearings with the assistance of a canine. The goal is to ensure safer operations for officers when working with a canine and a canine handler whether in Kensington or other Jurisdictions.

Officers Gill, Fajardo, and Sgt. Lande, attended a POST mandated Emergency Vehicle Operations Course (EVOC) through the Contra Costa County Sheriff's Office. The team reviewed and acknowledged our pursuit policies and emergency driving procedures and spent time on a driving course perfecting their slow speed maneuvers and their emergency vehicle operations. This training satisfies their state requirement for pursuit driving for the next two years.

Sgt. Lande completed the POST Under the Influence training and the POST Active Shooter training.

March Patrol Log

- On Saturday, March 2nd, officers responded to the 200 block of Grizzly Peak Blvd to complete a death investigation. No foul play is suspected, and the case was referred to the Coroner's office.
- On Saturday, March 2nd, officers responded to the 300 block of Coventry Road to investigate mail theft. Officers determined the crime occurred in another jurisdiction but took a courtesy report to assist the neighboring jurisdiction with their investigation.
- On Thursday, March 7th, 2024, officers responded to a cycling-related injury in the 200 block of Kenyon Ave. A cyclist rode their bike over uneven pavement resulting from East Bay MUD pipe replacement work. The cyclist lost control and fell off their bike causing a complaint of pain. EBMUD was notified.
- On Saturday, March 9th, an officer was conducting extra patrol on Grizzly Peak Blvd when he noticed a vehicle that appeared to be casing the area for an opportunity to commit a crime. The officer conducted a vehicle stop for a vehicle code violation and contacted the driver who was acting suspicious and verbally combative with the officer. The vehicle was later towed from the scene for vehicle code violations and the driver cited.
- On Wednesday, March 13th, officers responded to Kingston Rd to investigate a report of identity theft.
- On Thursday, March 14th, officers responded to the intersection of Purdue Ave and Kenyon Ave for a report of a collision. Officers determined there were no injuries, and the parties had successfully exchanged information. A report was taken documenting the exchange.
- On Saturday, March 16th, officers responded to a report of a vehicle that collided into a building in the 200 block of Arlington Ave. Officers determined the driver accelerated over the curb and into a business. The driver and the business management exchanged information and resolved the matter civilly. A report was taken to document the incident. No injuries were reported.
- On Wednesday, March 20th, officers responded to the 200 block of Lake Dr for a theft report that occurred overnight. Initially, the owner did not realize anything had been taken; however, the following day, the victim received a call from a bank stating someone had attempted to cash their checks. An officer was able to gain additional leads from the bank, and the investigation is ongoing. An arrest warrant is being sought for more evidence that will lead to the apprehension of the suspect.
- On Thursday, March 21st, officers responded to the 200 block of Purdue for identity theft. A case report was authored.
- On Wednesday, March 27th, officers responded to the 100 block of Arlington Ave for a report of a bicycle vs vehicle collision with injuries. Fire and Medical responded to the scene to render aid to the cyclist. An injury-collision investigation was completed.
- On Friday, March 29th, officers received a report of a sexual assault. The investigation is in the early stages and officers are working with the DA's office to further the case.

Community

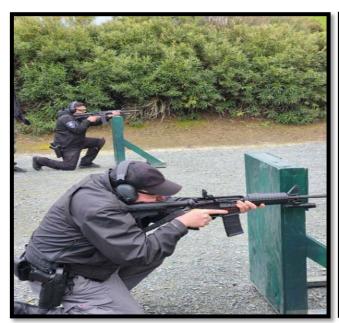
Sgt. Lande attended a neighborhood meeting to talk to citizens about the recent robbery that took place on their street.

Training with El Cerrito Officers interacting with Police K9's in the field





POST Mandated Driving and Patrol Rifle Training Completed in March





Weapon and narcotics seized during a felony traffic stop March 13 by Officer V. Thota







Date: April 11, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: General Manager's Report March 9, 2024 Through April 5, 2024

Coordination and preparation for an audit by CalPERS on April 10-12, 2024.

- Review of the chart of account charges for Fiscal Year 2024 which assists in preparing for the Fiscal Year 2025 Budget and correcting charged items that needed to be corrected in coding.
- Obtaining and providing files for Ridgeline to use in their fiscal analysis. A Zoom call with Ridgeline and the Board President in understanding the needs for his report in conjunction with a standalone workshop for KPPCSD.
- Review of projected rates for workers compensation, property, liability and auto.
- Zoom call with President Spath and the contractor for the Hazard Mitigation Plan. This was very important because a good number of corrections needed to be conveyed and we received some explanations from the contractor on how FEMA views certain projects.
- I had various Zoom calls with Eide Baily regarding finances.
- Various meetings with individual and organizations representatives.
- Coordination with surveyor, park contractor and solid waste operator on various ongoing work.

Recreation Office Report prepared by Jenny Parks Kensington Community Council April 1, 2024

KASEP:

Spring session begins March 18th and runs through May 31st. We have 69 KASEP classes running though Spring.

Winter KASEP ended with a total of 635 students in classes, 265 unique values. 9 partial scholarships were given.

Spring Break- no KASEP classes -March 29 - April 5th

KCC Summer Camp:

KCC will offer 10 weeks of Summer Camp. Beginning June 10th and running through August 16th.

Camp is currently 78% full, spaces are available in all weeks except week 10.

Registration for Summer Camp is open. Campers must be entering $1^{\rm st}$ grade through $6^{\rm th}$ grade fall of 2024

Adult Classes

Tai Chi with Nobuo Nishi is on Wednesdays & Fridays 9:30-11am -Community Center

Strength & Balance Yoga Tuesdays 8:30am & Thursdays 11:30am-Commmunity Center

Cardio Dance Class each Friday 11:15-12:15, Community Center

Family Yoga Sundays in front of the Recreation Building/Room A on rainy days

Mediterranean cooking in the CC kitchen, Tuesdays evening 6:00-8:00pm

Jewelry Making class Friday, April 19th, 6-8pm at the Recreation Building.

KCC & Other:

KCC Fall Movie Night is scheduled for September 21st, 2024 KCC Fall Picnic is scheduled for October 20^{th,} 2024



Kensington Police Protection & Community Services District

Date: April 11, 2024

To: Board of Directors

From: Rosa Ruiz

Subject: Parks Report

Community Center Events:

- 1. The center will be busy hosting multiple private events this month—one open to the local community on Sunday 28th. It's dedicated to children & families with neurodiversity, learning differences, intellectual/developmental disabilities, mental health conditions, and/or other disabilities. There will be multiple family fun activities, along with a food truck. This parent group was recently formed at the Kensington Hilltop School; stop by and join the "SOAR-Kensington" in this meaningful, informative celebration.
- 2. Terro Liquid Ant Baits was purchased and placed around the center doors. Still trying to determine if a pest control company is needed.

Park:

- 1. The park's restroom doors have been reconditioned with a new fresh coat of paint and two gender-neutral signage.
- 2. A new Suncast Extra Large Rectangular storage bin was purchased, measuring 53.75in length and 24.5in height, and will be used to store pickleball equipment for the upcoming reservations. This heavy-duty all-weather resin is water-resistant and has UV protection for up to 10 years. This bin will be anchored down with a master bike lock. It's similar to the bin the KASP tennis instructor uses for their tennis equipment but half its size.
- 3. As the weather improves, picnic reservations are also starting to pick up.

Kensington Community Center/Parks Event Calendar

Apr-24

Date: Describe Event: Point of Contact:						
Saturday 4/6/2024	<u>BabyShower</u>	Column1				
Start Time:	8:30 AM					
Finish Time:	4:30 PM					
Occupying Areas:	Entire CC					
Alcohol:	YES					
# of Guest:	80+					
Adult or Youth:	Adults					
///////////////////////////////////////						
<u>Saturday 4/6/2024</u>	Birthday Celebration					
Start Time:	All Day Reservation					
Finish Time:	All Day Reservation					
Occupying Areas:	Site 3: Tot Lot					
Alcohol:	NO					
# of Guest:	20					
Adult or Youth:	Kids					
///////////////////////////////////////						
<u>Sunday 4/7/2024</u>	Birthday Celebration					
Start Time:	9:45 AM					
Finish Time:	2:00 PM					
Occupying Areas:	Grassy Lawn					
Alcohol:	YES					
# of Guest:	30					
Adult or Youth:	Kids					
///////////////////////////////////////	///////////////////////////////////////					
<u>Saturday 4/13/2024</u>	Birthday Celebration					
Start Time:	All Day Reservation					
Finish Time:	All Day Reservation					
Occupying Areas:	Site 1: Tot Lot					
Alcohol:	NO					
# of Guest:	20					
Adult or Youth:	Kids					
///////////////////////////////////////	///////////////////////////////////////					
Saturday 4/20/24	Bat Mitzvah Celebration					
Start Time:	4:00 PM					
End Time:	11:00 PM					
Occupying Areas:	Entire CC					
Alcohol:	Yes					

# of Guest:	100	
Adult or Youth:	Both	
///////////////////////////////////////	///////////////////////////////////////	
<u>Saturday 4/20/24</u>	Birthday Celebration	
Start Time:	All Day Reservation	
End Time:	All Day Reservation	
Occupying Areas:	Site 1: Windsor Ave	
Alcohol:	NO	
# of Guest:	20	
Adult or Youth:	Kids	
///////////////////////////////////////	///////////////////////////////////////	
Sunday 4/27/2024	Neurodiversity Support	
Start Time:	12:30 PM	
End Time:	5:30 PM	
Occupying Areas:	Main Hall + Grassy Lawn	
Alcohol:	YES	
# of Guest:	60+	
Adult or Youth:	Adults	