



Date: June 9, 2022
To: Board of Directors
From: Tony Constantouros, Interim General Manager
Subject: Kensington Community Council (KCC) Agreement

Recommended Action

Authorize the General Manager to negotiate and execute an extension of the 2017 agreement with Kensington Community Council (KCC), not to exceed three months, subject to the General Counsel's approval.

Background

At the meeting of April 14, 2022, the Board of Directors decided to terminate the current agreement with the KCC for Recreation and Education Program Services and Facilities Management effective July 1, 2022 and negotiate a new contract.

A Special Board Meeting was held on May 27, 2022 to review and discuss a draft agreement. The Board decided to form a subcommittee to discuss the draft agreement and any suggested changes. To allow sufficient time to hold these discussions with the KCC and consider a new agreement, it was recommended that an extension of up to three months to the existing agreement be authorized.

Fiscal Impact

None

Exhibit (s)

- Extension of Agreement Between the Kensington Police Protection and Community Services District and the Kensington Community Council Regarding Recreational and Educational Program Services.

**EXTENSION OF AGREEMENT BETWEEN THE KENSINGTON
POLICE PROTECTION AND COMMUNITY SERVICES
DISTRICT AND THE KENSINGTON COMMUNITY COUNCIL
REGARDING RECREATIONAL AND EDUCATIONAL
PROGRAM SERVICES**

This Agreement is by and between the Kensington Police Protection and Community Services District, a California special services district (“District”) and the Kensington Community Council, a non-profit 501(c)(3) corporation (“KCC”).

Recitals

- A. District provides police protection, parks and recreation and solid waste services to residents of Kensington, an unincorporated area located in the County of Contra Costa (“Kensington”).
- B. KCC’s mission is to provide educational and recreational programs for community enrichment and to improve and administer such educational and recreational facilities either solely or in conjunction with the District or other public agency.
- C. District has historically contracted with KCC for the provision of recreational programs on and in District property. The most recent of these contracts is dated January 23, 2017 (“2017 Services Agreement”). The 2017 Services Agreement provides for an automatic annual renewal of one year on July 1 unless either party gave notice of intent to terminate no later than forty-five (45) days before said date.
- D. On April 14, 2022, the District’s Board of Directors decided to negotiate a new contract with KCC and directed staff to send a letter to the KCC advising it of the District’s intent to terminate the 2017 effective July 1, 2022. Staff sent said letter on the same day.
- E. The parties have not yet completed negotiating the new contract and wish to ensure that KCC’s summer programming continue uninterrupted. The parties have accordingly decided to extend the 2017 Services Agreement as provided herein.

NOW, THEREFORE, the District and KCC hereby agree as follows:

- 1. The 2017 Services Agreement is extended until September 30, 2022, or the execution of a new recreational services agreement between the parties, whichever is earlier.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first herein above written.

Approved by District Board of Directors: _____, 2022

Kensington Police Protection
Community Services District

Kensington Community Council

By: Sylvia Hacaj
President, Board of Directors

By: _____
Its: _____

APPROVED AS TO FORM:

By _____
Ann R. Danforth
District General Counsel

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EXHIBIT A
DISTRICT FACILITIES

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EXHIBIT B
RECREATIONAL SERVICES

- A. KCC will run quarterly KASEP sessions. Each session shall last a minimum of eight weeks.
- B. Each session will feature at least 5 (five) classes for those 12 and up, 10 (ten) classes or a 4-5 day/a week, 1 day camp for those 12 and under.
- C. KCC will maintain appropriate levels of staffing and supplies for its programs.

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EXHIBIT C
INSURANCE REQUIREMENTS

KCC shall provide and maintain insurance as set forth in this Article on behalf of the Owner.

- A. Insurance Requirement. KCC shall procure and maintain during the period of performance of this Agreement insurance from insurance companies authorized to do business in the State of California, as set forth in this section. These policies shall be primary insurance as to the District so that any other coverage held by the District shall not contribute to any loss under KCC's insurance.
1. General liability: (with coverage at least as broad as ISO form CG 00 01 10 01) coverage in an amount not less than \$2,000,000 general aggregate and \$3,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 2. Automobile liability: (with coverage at least as broad as ISO form CA 00 01 10 01, for "any auto") coverage in an amount not less than \$3,000,000 per accident for personal injury, including death, and property damage.
 3. Workers' compensation and employer's liability: coverage shall comply with the laws of the State of California, but not less than an employer's liability limit of \$1,000,000. A deductible or retention may be utilized, subject to approval by the District.
- B. Endorsements: The insurance policies shall be endorsed as follows:
1. For the commercial general liability and automobile insurance, KCC shall obtain an endorsement adding District (including its officers, employees, and agents) as named additional insured, with primary and non-contributory coverage.
 2. KCC insurance endorsement shall include a waiver of any rights of subrogation against the District, and its directors, officers, employees and agents.
 3. KCC's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after 30 days' written notice has been given to the District, or after 10 days' written notice in the case of cancellation for non-payment of premium.
- C. Insurance Documents: At least 10 days prior to the beginning of each fiscal year, KCC shall KCC shall furnish certificates of insurance and endorsements affecting coverage demonstrating compliance with this Agreement's insurance requirements. These documents will be subject to the District General Counsel's review and approval.
- D. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- E. KCC shall require all subcontractors or other parties hired for this project to purchase and maintain insurance of the type specified above naming as additional insureds all parties to this Agreement. KCC will provide District with certificates and endorsements evincing the required coverage.

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