

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

October 31, 2016

Dear Chief Hart;

This is confirmation of my proposal to you, which was discussed, amended, and acted upon at the special open session held on Monday, October 31, 2016.

Upon your resignation taking effect at close of business October 31, 2016, the District proposes to hire you as an independent contractor, and not an employee, to stay on in the role as Interim General Manager only until Monday, November 14, 2016, 8:00 am.

During this contract period, Master Sergeant Hull will act in the same capacity of acting Police Chief as he did when you were first hired by the District, but had not yet been sworn in as Police Chief because we were awaiting completion of your background check. Similarly, during this contract period, you will act in the same capacity you did when you were first hired by the District.

I will propose to the board at our next regular meeting, which takes place on November 10, 2016, that it approve remuneration for your time spent at a rate of \$69.71 per hour. I will not ask for any benefits or other type of compensation for your services.

As an independent contractor, you will have control of your billable hours, not to exceed 6 per day Tuesday through Friday, November 1, 2016 through November 4, 2016, and Monday through Friday, November 7, 2016 through November 11, 2016. Commuting time is not billable. You will keep timesheets recording tasks on which you have worked.

You will be on call for any emergencies that might arise during the contract period, but you will be compensated only for hours spent responding to the emergency. You will consult with me on whether and how to respond to any emergency, but after consulting, the decision will be yours.

The District shall not be liable to you or third parties for any injury or harm you may cause or incur during your tenure under this contract, absent negligence on the District's part. You understand that, since you are being hired as an independent contractor, the District will not provide workers' compensation or any other insurance coverage for you against any injury or harm you might incur, whether or not you are injured or harmed in the course of providing service to the District.

The board may not approve my proposal for compensation, or the board may alter it. That decision will be entirely up to the board to determine by vote on November 10, 2016.

If the board does not approve the proposal, the District will not be able to provide you any compensation for work performed from November 1, 2016 on, and you will not be expected to provide any further service to the District, unless you wish to continue on for a few more days on

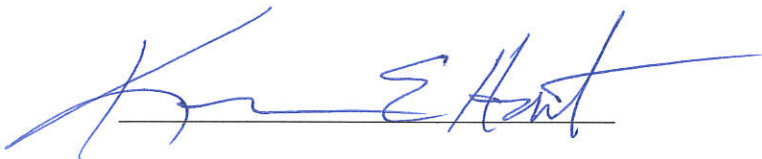
a volunteer basis, which we can discuss at the November 10, 2016 board meeting if compensation is not approved.

You affirm that you have reviewed this amended proposal with your attorney and are satisfied that serving under this contract will not adversely affect your retirement plans with CalPERS, that you understand fully the difference between serving the District as an employee and as an independent contractor, and that in all other respects you are confident you understand the benefits and limitations of this contract.

If this proposal is acceptable to you, please sign below to enter into contract with the District.

I greatly appreciate your willingness to continue serving the District on this basis, and I can't thank you enough for the excellent service you have provided to date.


Len Welsh



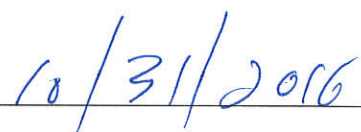
Kevin Hart



Date



Len Welsh



Date