



**NOTICE OF REGULAR MEETING OF THE
BOARD OF POLICE COMMISSIONERS OF THE
BROADMOOR POLICE PROTECTION DISTRICT**

**The regular March 2024 meeting of the
Board of Police Commissioners will be held on**

Tuesday, March 12, 2024, at 7:00 p.m.

**at the District offices of the
Broadmoor Police Protection District at
388 88th Street
Broadmoor Vlg., California 94015**

**NO FOOD OR BEVERAGES WILL
BE PERMITTED IN THE MEETING ROOM**

**NO ANIMALS EXCEPT REGISTERED SERVICE ANIMALS
WILL PERMITTED IN THE MEETING ROOM**

**RULES OF ORDER AND DECORUM SET FORTH
IN RESOLUTION 2022/23-07 WILL BE ENFORCED**



BROADMOOR COMMISSIONERS
Hon. James Kucharszky
Hon. Ralph Hutchens
Hon. Marie Brizuela

AGENDA

REGULAR MEETING

Meeting to be held:

Tuesday, March 12, 2024, at 7:00 p.m.

**Broadmoor Police Department
388-88th Street
Broadmoor, Vlg., California 94015-1717**

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting should contact Lisa Hernandez [Administrative Assistant of the Police Department] at least 2 working days before the meeting at (650) 755-3840 and/or lhernandez@pd.broadmoor.ca.us. Notification in advance of the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical-based products.

**NO FOOD OR BEVERAGES WILL
BE PERMITTED IN THE MEETING ROOM**

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**RULES OF ORDER AND DECORUM SET FORTH
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1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **PUBLIC COMMENTS**

This time is provided for people to address the Commission or submit written communications on matters not on the Agenda. Anyone wishing to present oral comments on matters not on the agenda must approach the podium, state his or her name, and will have up to three minutes to present his or her oral comments. At the conclusion of all public comments on matters not on the Agenda, the Commission may respond to the public comments. Any request that requires Commission action will be set by the Commission for a future agenda or referred to staff.

4. **CONSENT AGENDA**

PREVIOUS MINUTES

- (a) Approval of minutes from regular meeting on February 13, 2024.

TREASURER'S REPORT

- (b) Approval of March 2024 Warrants and Deposits.

5. **CHIEF OF POLICE REPORT**

Chief Connolly will deliver his report.

6. **CLOSED SESSION**

- (a) Personnel matter. Performance evaluation of Interim Chief of Police / Interim District Manager Michael P. Connolly. (Government Code §§54954.5(e) and 54975(b)) ***Continued from February 13, 2024.***
- (b) Personnel matter. Discussion and action on renewing the employment contract of Interim Chief of Police / District Manager Michael P. Connolly. (Government Code §§54954.5(e) and 54975(b)) ***Continued from February 13, 2024.***
- (c) Pending / Threatened Litigation. Four cases - Former employees Bandino, Johnson, Melville and Nakiso. (Government Code §54954.5(c))

7. **OPEN SESSION**

- (a) Report on all reportable action taken in Closed Session.
- (b) Discussion and public comment on proposal of Stephen Daughters of BPM Accountancy to prepare FY 2024/25 District Budget, a five year financial strategic plan and the basis for a ballot measure in November 2024 to adopt a special parcel tax. No action will be taken on this item at this time.
- (c) Further public discussion on formulating a records retention and purging policy. (Government Code §60200, *et seq.*) No action will be taken on this item at this time.

8. **ADJOURNMENT**

Motion to adjourn.

POSTED AT: WWW.BROADMOORPOLICE.COM
BROADMOOR POLICE DEPARTMENT
COLMA FIRE DEPARTMENT
BROADMOOR COMMUNITY CENTER

MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND

**Broadmoor Police Department
Warrants Report - March 2024**

Account	Date	Name	Description	Account	Amount
Petty Cash - Chase					
Petty Cash - Chase	02/22/2024	County of San Mateo ISD	MICROWAVE MUX DSO NOV, DEC, JAN DUE	5868-OUTSIDE PROF CONTRACT SERV	-246.75
Petty Cash - Chase	02/22/2024	Wave	INV 0010630 DUE 02/23/24 INTERNET/ CABLE	5638-Other Utility Expense	-208.81
Petty Cash - Chase	02/22/2024	Experian	INV 2410016929 DUE 02/25/24	5876-OTHER PROFESSIONAL SERVICE	-202.00
Petty Cash - Chase	02/22/2024	Blue Water Towing	INV 606 DOS 01/09/24	5455-VEHICLE AND EQUIP REPAIRS	-60.00
Petty Cash - Chase	02/22/2024	TEA	DUE DATE 2/10/24	5424-Radio/Telecomm Equipmt Main	-180.00
Petty Cash - Chase	02/22/2024	Sharp Business Systems	INV 9004683288	5478-Other Contract Maintenance	-24.50
Petty Cash - Chase	02/22/2024	AAA Smart Home	INV 8492836	5478-Other Contract Maintenance	-34.20
Total for Petty Cash - Chase					\$ 6,963.74
SMCO - General Fund Cash					
SMCO - General Fund Cash	02/07/2024	County of San Mateo Forensic Lab	INV 104423 DUE 12/30/23	5858-OUTSIDE PROF CONTRACT SERV	-410.00
SMCO - General Fund Cash	02/07/2024	Davis Law Firm	DECEMBER LEGAL FEES	5341-LEGAL NOTICES	-2,250.00
SMCO - General Fund Cash	02/07/2024	SAFEGUARD BUSINESS SYSTEMS	INV 9003184948 LASER CHECKS BANKING	5199a-General	-426.03
SMCO - General Fund Cash	02/07/2024	County of San Mateo ISD	DECEMBER 2023 CHARGES	5858-OUTSIDE PROF CONTRACT SERV	-82.25
SMCO - General Fund Cash	02/07/2024	Bay Contract Maintenance, Inc.	INV 30992 DECEMBER CLEANERS	5156-OTHER HOUSEHOLD EXPENSE	-494.70
SMCO - General Fund Cash	02/07/2024	AT&T-Cabinet	INV 21027018 DUE 02/05/24	5638-Other Utility Expense	-556.68
SMCO - General Fund Cash	02/07/2024	BPOA	REIMBURSEMENT 4TH QUART 2023 UNION DUES	Uncategorized Expense	-3,375.00
SMCO - General Fund Cash	02/08/2024	--	CALPERS CONTRIBUTION PPE 1/6/24	--	-8,892.25
SMCO - General Fund Cash	02/09/2024	--	TO RECORD PAYROLL FOR PPE 2/3/24	--	-26,243.26
SMCO - General Fund Cash	02/09/2024	--	TO RECORD PAYROLL FOR PPE 2/3/24	--	-8,611.80
SMCO - General Fund Cash	02/09/2024	--	CALPERS 457B CONTRIBUTION	--	-500.00
SMCO - General Fund Cash	02/20/2024	Chase Card Services	--	5199a-General	-1,336.75
SMCO - General Fund Cash	02/21/2024	--	CALPERS CONTRIBUTION PPE 1/6/24	--	-8,827.96
SMCO - General Fund Cash	02/22/2024	BERKSHIRE HATHAWAY	DUE DATE 03/01/24	6731-INSURANCE	-3,134.49
SMCO - General Fund Cash	02/22/2024	--	INV 89906 11/26/23 - 12/09/23	--	
SMCO - General Fund Cash	02/22/2024	All City Management Services	INV 90163 12/10/23 - 12/23/23	5200-SCHOOL CROSSING GUARD EXP	-15,372.32
SMCO - General Fund Cash	02/22/2024	PG&E	INV 90796 01/07/24 - 01/20/23	5638-Other Utility Expense	-1,757.65
SMCO - General Fund Cash	02/22/2024	AT&T Mobility-FirstNet	DUE 02/26/24	5638-Other Utility Expense	-463.32
SMCO - General Fund Cash	02/22/2024	STATE COMPENSATION INSURANCE FUND	INV 1001629194 DUE 02/27/24	6731-INSURANCE	
SMCO - General Fund Cash	02/22/2024	Kaiser Foundation Health Plan	FEBRUARY PREMIUM CHARGE	4413 KAISER HEALTH INSURANCE	-5,322.08
SMCO - General Fund Cash	02/22/2024	Flyers Energy, LLC	MARCH MEDICAL DUE 02/25/2024	5416-FUEL AND LUBRICATION	-11,216.03
SMCO - General Fund Cash	02/22/2024	Bay Contract Maintenance, Inc.	DUE 02/14/2024		-1,078.12
SMCO - General Fund Cash	02/22/2024	DBA FINANCIAL, INC	INV 31129 \$526.11 DUE 2/9/24	5156-OTHER HOUSEHOLD EXPENSE	-757.18
SMCO - General Fund Cash	02/22/2024	--	INV 31188 \$231.07 DUE 2/2/24		
SMCO - General Fund Cash	02/23/2024	--	INSURANCE PAYMENT 8 OF 9	6731-INSURANCE	-47,874.37
SMCO - General Fund Cash	02/23/2024	--	ACCT 271100508		-25,095.56
SMCO - General Fund Cash	02/23/2024	--	TO RECORD PAYROLL FOR PPE 2/17/24		-7,650.96
SMCO - General Fund Cash	02/23/2024	Andrew Mew	TO RECORD PAYROLL FOR PPE 2/17/24	5199e-Small Equipment	-39.99
SMCO - General Fund Cash	02/27/2024	Alison Drake	REIMBURSEMENT PURCHASED KEYBOARD	5199c-Meals	-32.98
SMCO - General Fund Cash	02/27/2024	Robyn Rose	REIMBURSEMENT PAYNE'S GOING AWAY CAKE	5876-OTHER PROFESSIONAL SERVICE	-762.50
SMCO - General Fund Cash	02/27/2024	Central Self Storage	TOTAL WORK HOURS 13.6 PLUS TRAVEL	5638-Other Utility Expense	-574.00
SMCO - General Fund Cash	02/27/2024	Central Self Storage	RENT MARCH	5638-Other Utility Expense	-453.25
SMCO - General Fund Cash	02/27/2024	Ninnescah Valley Bank	CAM CHARGES MARCH	7311-FIXED ASSETS - EQUIPMENT	-926.55
SMCO - General Fund Cash	02/27/2024	--	CHEVY LEASE #9 DUE 03/01/24		
SMCO - General Fund Cash	02/29/2024	--	CALPERS UNFUNDED LIABILITY		-21,732.50
SMCO - General Fund Cash	02/29/2024	--	CALPERS CONTRIBUTION PPE 2/3/24		-10,598.58
SMCO - General Fund Cash	03/05/2024	Flyers Energy, LLC	FUEL DUE DATE 03/01/24 AND 03/16/24 INV 3725490 AND 3746203	5416-FUEL AND LUBRICATION	-2,212.66

SMCO - General Fund Cash	03/05/2024	CHIEF KEN STENQUIST	SMPCSA DUES 2024	5331-PROFESSIONAL MEMBERSHIPS	-1,000.00
SMCO - General Fund Cash	03/05/2024	NevTec	INV 38472 FEB BILLING	5858-OUTSIDE PROF CONTRACT SERV	-4,383.00
SMCO - General Fund Cash	03/05/2024	Wave	INV 0010662 1/2 PAYMENT DUE NOW	5638-Other Utility Expense	-419.98
SMCO - General Fund Cash	03/05/2024	LexisNexis	INV DEC AND JAN DUE NOW	5876-OTHER PROFESSIONAL SERVICE	-400.00
SMCO - General Fund Cash	03/05/2024	Davis Law Firm	JANUARY LEGAL FEE PLUS PRIOR BALANCE	5341-LEGAL NOTICES	-6,075.00
SMCO - General Fund Cash	03/05/2024	Daly City Auto Repair	INV 101407 - '16 EXPLORER		
			INV 101461 - '15 EXP		
			101445 - '15 EXP, 101580 - '11 CHEVY		
			101604 - '17 EXP		
			INV 1447	5455-VEHICLE AND EQUIP REPAIRS	-1,017.34
SMCO - General Fund Cash	03/05/2024	Wellings & Co.	QUARTERLY PAYROLL TAX REPORT	6731-INSURANCE	-500.00
SMCO - General Fund Cash	03/05/2024	AT&T-Cainet	INV 21174650 CURRENT CHARGES DUE NOW	5638-Other Utility Expense	-510.61
SMCO - General Fund Cash	03/05/2024	Productive Printing	INV 37363 VEH REL FORM PRODUCTION	5199 - OFFICE EXPENSE (new)	-235.75
SMCO - General Fund Cash	03/05/2024	KYLE MCCARTHY	REIMBURSE FUEL CHARGE	5416-FUEL AND LUBRICATION	-70.88
Total for SMCO - General Fund Cash					-\$ 233,674.33

Wednesday, March 06, 2024 10:30 PM UTC



**COUNTY OF SAN MATEO
DEPOSIT PERMIT**

Permit Number

(1) TITLE OF DEPOSITING ORGANIZATION Broadmoor Police Department	(2) No. of Depositing Org. 02500	(3) Preparation Date Mar-24	(4) Reference Date
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(5) ACCOUNT DESCRIPTION	(6) C O D E S							(7) AMOUNT		✓
	Pay	Schedule	References	GL ORG.	GL Object	JL ORG.	JL Object	Dollars	Cents	
DMV LOCAL AGENCY COLLECTION			90-1342	2500	2658			875.00		
DMV-REFUND ADMIN SERV FEES			90-1342	2500	2658			86.00		
								\$961.00		

(8) Remarks:	TOTAL		
	DISTRIBUTION OF TOTAL	Cards	\$961.00
		Checks	
		Coins	
		Currency	
		Wires	
Other			

<p>(9) I hereby certify that the total amount listed above represents collections received by me for the above named fund and during the period of</p> <p align="center">02/08/2024-03/07/2024</p> <p>INTERIM CHIEF MICHAEL P. CONNOLLY DEPARTMENT HEAD</p>	<p>(10) The monies listed above have been received in the County Treasury.</p> <p align="center">County Treasury By _____ DEPUTY</p>	<p>(11) I approved deposit of the above monies in the County Treasury.</p> <p align="center">County Controller By _____ DEPUTY</p>
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March 6, 2024

Michael P. Connolly, MS
Chief of Police
Broadmoor Police Department
388 Eighty-Eight Street
Broadmoor, CA 94015
MConnolly@pd.Broadmoor.ca.us

Paul M. Davis, Esq.
1 Blackfield Dr., Suite 193
Tiburon, CA 94920-2053
pmd@davislawoffice.com

VIA EMAIL

Re: Consulting Engagement

Dear Chief Connolly:

Thank you for allowing BPM, LLP ("BPM") to provide the Broadmoor Police Department ("Department" or "Client") with this engagement letter for consulting services. We appreciate the opportunity to be of service to the Department. We believe this letter accurately summarizes the significant terms of our engagement. BPM requires written agreements with all our clients and this letter shall serve as our agreement.

The general nature of our services will include advisory services regarding the fiscal year budget for 2024/2025, in addition to forecasting revenues and expenses for the next five (5) fiscal years. Based on our conversations, we expect our work will conclude with an effort to estimate the required per parcel amount for the upcoming November 2024 ballot measure to provide the necessary financial support for the Department's effort to achieve fiscal stability for the next five years.

Steve Daughters, CPA, MBA, will oversee this engagement. Mr. Daughters' discounted hourly rate is \$650. BPM's policy is to use the lowest cost professionals available, while still insuring outstanding quality. As a result, you can expect different BPM staff members to contribute to this engagement as appropriate. You will find our 2024 rate schedule attached as Exhibit B. Professional services are charged based on our professionals' hourly rate times the number of hours worked (calculated to the nearest .1 hour).

We will require a retainer of \$25,000 to commence work. The retainer is held and applied to the final invoice at the conclusion of the engagement. Any unused portion of the retainer after application to the final invoice is fully refundable. BPM has a monthly billing cycle. BPM invoices are due and payable upon presentation.

COMMENCEMENT OF WORK

This engagement letter, including the terms and conditions in Exhibit A and any other attachments, reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements contained in this engagement letter shall survive the completion or the termination of this engagement. In the event the Client files for bankruptcy protection, to the extent any portion of this agreement conflicts with or is superseded by the Bankruptcy Code, it shall not apply.

If you agree with the terms of our engagement as described in this letter, please sign, date, and return the executed copy. By signing this letter, you agree that our communications with your Counsel is permitted and will discharge any client communication responsibilities.

Very truly yours,



BPM LLP

The terms set forth above and on the attached are agreed to and acknowledged on behalf of the Client and Counsel.

By: Michael P. Connelly, Chief of Police

Date

By: Paul M. Davis, Esq.

Date

Exhibit A: Consulting Engagement Letter Terms & Conditions

Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, including any exhibits and appendixes thereto, constitute the entire agreement between the parties pertaining to the Services (this “Agreement”). Hence, references to this Agreement mean the Engagement Letter with all attachments thereto including these Terms and Conditions.

All capitalized terms used in these Terms and Conditions and not otherwise defined herein shall have the meanings given them in the Engagement Letter. In the event of a conflict among the provisions of the Engagement Letter and these Terms and Conditions, the Engagement Letter shall be given controlling effect. BPM may be referred to herein as “we”, “our” or “us” or in a similar manner, and Client may be referred to as “you” or “your” or in a similar manner, and such references shall be read in context.

Commencement and Term

This Agreement is effective upon execution of the Engagement Letter by both parties and shall remain in full force and effect until the earlier of (i) completion of the Services (as reasonably determined by BPM) to be delivered under this Agreement, (ii) termination of this engagement by either party as provided in the Agreement.

Payment of Fees

Our billings are due and payable upon receipt and will be considered past due after 30 days. We will assess a finance charge on any balances that are more than 45 days past due at the rate of 12% per annum (1% per month). If the Client fails to meet any payment obligation under this engagement, we may immediately suspend performance of the Services to be performed or terminate this engagement. If we elect to suspend performance due to nonpayment, the Services will not be resumed until your account is paid as agreed, including any retainer that we may require to continue the Services under this arrangement. Alternatively, if we elect to terminate the engagement due to nonpayment, you will be obligated to compensate us for all time and expenses incurred through the date of such termination.

Our rates are subject to change each November 1 of the calendar year.

Waiver of any Actual or Perceived Conflict of Interest

BPM receives the preponderance of its business through referrals from financial institutions, private equity sponsors, venture capital firms, attorneys, and other professionals. The firm has no exclusive relationships with any referral source. The firm does not receive any referral fees nor pay any referral fees from/to any referral source.

By execution of this Agreement, the Company specifically waives any actual or perceived conflict of interest with respect to this engagement.

Records Retention

It is our policy to keep records related to this engagement for seven years. However, we do not keep any original client documents, so we will return those to you upon completion of the Services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any governmental or regulatory agencies. By your signature on this letter, you acknowledge and agree that upon the expiration of the seven-year period, we shall be free to destroy our records related to this engagement without further notification.

Company management is responsible for maintaining all records under a retention policy that meets Federal and state guidelines. We do not keep any original Company documents, so we will return those to you upon completion of the services rendered under this engagement, if any. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any governmental or regulatory agencies. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate for you to proceed with a decision solely based on any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement and such use will not constitute a breach of any confidentiality obligation.

Intellectual Property Rights

Client acknowledges that BPM owns all intellectual property rights, title, and interest to all materials and information produced or developed by BPM throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of and full payment for the services contemplated by the Engagement Letter, BPM grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by BPM and delivered to Client, provided that any use or modification of such deliverable, other than for the stated purposes in the Engagement Letter, is not authorized.

In addition, Client shall not alter or remove any of BPM's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of BPM's goods, marketing material, or advertising media and shall not in any way alter any of BPM's products. Client shall promptly notify BPM in writing of any infringement of BPM's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Confidentiality

As your professional advisor, we collect information provided by you as well as information that we develop as part of the engagement. We are required to keep all information about our engagement confidential; so, we will not disclose any information about you unless we have your approval (such as your approval in the Engagement Letter of our disclosure of certain tax return information to assist with the preparation of tax returns) or are required/permitted by law. We are committed to safekeeping your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information. This applies even if you are no longer a client.

Subject to prior consent, BPM may elect to use the Client's name and/or logos in proposals or customer lists that we distribute to potential clients for marketing purposes. Unless you request otherwise, this communication confirms our understanding regarding such use. In addition, your email address will be added to relevant marketing mailing lists to receive emails regarding free resources, events, and trends in your industry. Should you find the information provided irrelevant, you will have the opportunity to unsubscribe at any time.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged. In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate.

Working Papers Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, if we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Summons or Subpoenas

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, if we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Dispute Resolution

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. It is understood that any mediation or arbitration shall be held in San Francisco, California. The parties agree that

any litigation concerning this Agreement must be submitted to the State or Federal Courts in San Francisco, California. We also agree that the law of the state of California, excepting its rules as to conflicts of law, shall govern all such disputes.

Notwithstanding the foregoing, we both agree that any dispute solely over fees charged will be submitted for resolution by confidential arbitration to Judicial Arbitration and Mediation Service ("JAMS") in San Francisco, California in accordance with the Code of Civil Procedure Sections 1280 to 1294.2. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by BPM, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Limitation of Liability

To the fullest extent of the law, BPM's liability for all claims, damages and costs of the Client arising from this engagement is limited to the total amount of fees paid by the Client to BPM for services rendered under this agreement. Notwithstanding anything to the contrary in this agreement BPM shall not be liable for any lost profits, indirect, special, incidental, punitive, or consequential damages of any nature even if we have been advised by you of the possibility of such damages.

Limitation on Actions

No action, regardless of form, whether arbitration or litigation, relating to the Services performed under this Agreement, may be brought by either party more than one year after the cause of action has accrued under applicable law, except that an action for non-payment of BPM invoices may be brought at any time.

Indemnification

You agree to indemnify, defend, and hold harmless us and any of our partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from our gross negligence or intentionally wrongful acts.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product. Any work already completed on the engagement at the time of termination will be billed based on our hourly rates in effect at the time services are rendered and you are responsible for paying these fees. Any other fees reflected in the Engagement Letter will be nullified upon termination of the engagement.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond their reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Independent Contractor

When providing services to you, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of BPM LLP, and no partner, principal, employee or agent of BPM LLP shall be subjected to any personal liability whatsoever to you or any person or entity.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless you have specifically engaged us to provide investment advice in writing in the Engagement Letter portion of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Third Party Service Providers or Subcontractors

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, BPM remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.

By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to a third-party service provider, if such disclosure is necessary to deliver professional services or provide support services to our firm.

Hiring of Personnel

Client acknowledges that the value of the services provided by BPM results from the experience and knowledge of its employees and/or agents. Client agrees not to solicit, recruit, contract or otherwise engage the services of BPM's employees engaged in providing services under this engagement, in any capacity, either during the term of this agreement or for a period of one (1) year following the termination of this agreement. BPM agrees not to solicit, recruit or hire any present employees of the Client without their prior approval. Nothing in this paragraph shall prevent employment resulting from such personnel's response to general solicitations or advertisements.

Referrals

While providing services to you, you may request referrals to attorneys, brokers, investment advisors or other professionals. We may identify a professional or professionals for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional and determining if the professional can meet your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional to whom we refer you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes because of relying on work completed by other professionals you may retain.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

This Agreement encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written, including without limitation any non-disclosure or confidentiality agreement between the parties dated prior to the date of the Engagement Letter. Any modification to the terms of this Agreement must be made in writing and signed by both parties. This Agreement has been entered into solely between you and BPM LLP, and no third-party beneficiaries are created hereby.

Exhibit B: 2024 Rates re Forensics & Litigation Support

Employee Level	New Rate as of 11.01.2023	Discounted Project Rates
Partner	\$950.00	\$760.00
Managing Director	\$800.00	\$650.00
Of Counsel	\$800.00	\$650.00
Director	\$560.00	\$450.00
Senior Manager	\$535.00	\$425.00
Manager	\$475.00	\$380.00
Supervisor	\$410.00	\$325.00
Senior	\$355.00	\$280.00
Associate II	\$300.00	\$240.00
Associate I	\$245.00	\$195.00
Intern – Staff	\$150.00	\$150.00