



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

Pursuant to Government Code § 54956(a) the Chair has called a Special Meeting of the Board of Police Commissioners that will be held on

**Thursday, April 18, 2024, at 1:00 p.m.**

at the District offices of the  
Broadmoor Police Protection District at  
388 88<sup>th</sup> 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

## **SPECIAL MEETING**

(Government Code §54956(a))

**A Special Meeting has been called by the Chair to be held:**

**Thursday, April 18, 2024, at 1:00 p.m.**

**Broadmoor Police Department  
388-88<sup>th</sup> 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 should contact Lisa Hernandez, [Administrative Assistant of the Police Department], as soon as possible prior to 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.*

*Anyone in attendance will be permitted up to three minutes to offer comment on the Agenda item shown below. Those wishing to offer comment must stand at the podium and state his or her name. In the sole discretion of the Chair the Commission may or may not respond to any public comments.*

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1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**

3. **OPEN SESSION**

Chief Connolly to introduce and participate in discussion with four vendors and their proposals to provide the District with professional advice and service relating to the current budget, a five year fiscal strategic plan and the formulation of, and a strategy for, a November 2024 ballot measure for voter approval of a special tax. Action to be taken.

4. **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***

# PROPOSAL ONE

BPM



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](mailto:MConnolly@pd.Broadmoor.ca.us)

Paul M. Davis, Esq.  
1 Blackfield Dr., Suite 193  
Tiburon, CA 94920-2053  
[pmd@davislawoffice.com](mailto: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).

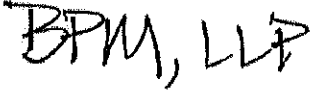
We will require a retainer of \$25,000 to commence work. The retainer is held and applied to the final invoice at the conclusion of the engagement. Any unused portion of the retainer after application to the final invoice is fully refundable. BPM has a monthly billing cycle. BPM invoices are due and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

**Exhibit B: 2024 Rates re Forensics & Litigation Support**

<b>Employee Level</b>	<b>New Rate as of 11.01.2023</b>	<b>Discounted Project Rates</b>
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

# PROPOSAL TWO

NBS



870 Market Street, Suite 1223  
San Francisco, CA 94102  
Toll free: 800.676.7516

[www.nbsgov.com](http://www.nbsgov.com)

March 18, 2024

Michael P. Connolly, MS  
Chief of Police  
Broadmoor Police Department  
388 Eighty-Eight Street  
Broadmoor, CA 94015

**RE: Proposal for Parcel Tax Analysis**

Dear Mr. Connolly:

Thank you for the opportunity to address the District's needs for a Parcel Tax Analysis. We at NBS collectively have decades of this experience, and specialize in revenue tools for California local governments.

Please feel free to reach out to me at any time with questions about our proposal or to move forward with a professional services agreement. I can be reached at 800.676.7516 or via [smares@nbsgov.com](mailto:smares@nbsgov.com). I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Sara Mares".

Sara Mares  
Director





AT-A-GLANCE: HELPING COMMUNITIES FUND TOMORROW

28  
YEARS

In  
Business

100%  
ESOP

NBS is a 100%  
employee-owned  
S-Corporation



NBS HEADQUARTERS  
32605 Temecula Pkwy | Suite 100  
Temecula, CA 92592

SAN FRANCISCO REGIONAL OFFICE  
870 Market Street | Suite 1223  
San Francisco, CA 94102



CONTACT  
Sara Mares | 800.676.7516  
smares@nbsgov.com



LEGAL NAME  
NBS Government  
Finance Group

DBA  
NBS

60  
employees



INDIVIDUAL AUTHORIZED TO NEGOTIATE  
AGREEMENT  
Michael Rentner, President

Since 1996, NBS has supported California municipalities with the implementation and ongoing administration of local funding tools.

While the firm originally focused on Special Financing Districts (SFDs), specifically the formation and administration of special assessments and taxes, we have evolved with our clients' needs and now provide a full range of revenue consulting services. We focus on sustainable water and wastewater utility rate programs, cost allocation plans, cost recovery, and legally justified fee design. Across all practice areas, we have worked with more than **500 public agencies** to date, including cities, counties, school districts, utilities, and special districts.



## District Formation Consulting

The NBS District Formation Consulting practice ensures your Special Financing Districts (SFD) and related revenue tools are well-developed from their inception.



We act as strong advocates for our public agency clients to ensure that any SFD or other revenue tool is appropriate and well-crafted for the need. Throughout our engagement, we provide sage guidance and recommendations. We are often called upon to present complex issues to councils, boards and interested parties.



We have supported thousands of SFDs including millions of parcels and have worked through virtually every conceivable challenge in their use. Our experience is with all manner of property related fees, special assessments, and special taxes – including Community Facilities Districts (CFDs).



Whether the need is identifying and funding negative fiscal impacts, financing needed infrastructure, or providing community-desired services, our expert consultants have deep experience and help navigate the challenges.



## **SCOPE OF SERVICES**

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The following describes the proposed Work Plan for completion of this Scope of Services:

### **KICK-OFF MEETING, PROJECT SCHEDULE**

NBS will meet with District staff and other interested parties. The goals are to:

- Establish lines of communication.
- Clarify the specific project goals and criteria that will meet the District's preference.
- Identify and resolve any special circumstances regarding the use of the funding mechanisms.
- Establish meeting dates consistent with the schedule to achieve project milestones.

### **DATA COLLECTION**

NBS will gather and review data relevant to the project goals. Data will be obtained from various sources, including the District Assessor's parcel maps, and County Assessor information. NBS may utilize GIS mapping and data to assist with the process. This task will include a review of the District authority to determine what funding options are available and any parameters that might need to be adhered to., in conjunction with District legal counsel.

### **COST ESTIMATE**

NBS will work with the District to review desired funding and associated costs to be considered in this analysis.

### **RATE MODELING**

NBS will, using the parcel data and cost estimate, model parcel tax rates on a per parcel basis, lot square footage and building square footage basis.

### **MEETINGS AND PRESENTATIONS**

NBS will provide support to staff to review the funding options throughout the project. We have the tools to accomplish all aspects of the project's work plan remotely from NBS offices. We utilize video conferencing, email and telephone to coordinate on the project and review deliverables in an effective manner. For purposes of developing a project budget, we have assumed all meetings and presentations will be conducted remotely. However, should the District request or require attendance of NBS staff at on-site meetings or presentation of results, we can accommodate in-person meetings at a per meeting fee.

### **RESOLUTION COORDINATION**

NBS will coordinate with legal counsel and the District as appropriate to ensure that the parcel tax methodology is detailed appropriately in the resolution call for the measure.

**PROFESSIONAL FEES**

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Our proposed fees below are based upon our understanding of the project. As with all of our engagements, we fully expect to collaborate with the District to refine the final scope and fee if selected for this effort.

Parcel Tax Analysis..... \$15,000

**ADDITIONAL SERVICES**

The following table shows our current hourly rates. Additional services authorized but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director / Senior Review	\$250
Associate Director / Engineer	\$225
Senior Consultant	\$200
Consultant	\$175
Senior Project Analyst	\$165
Project Analyst	\$150
Project Resource Analyst	\$130
Clerical / Support	\$110

**TERMS**

Services will be invoiced monthly. Fees for all other services will be invoiced monthly for work completed. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel consulting contract with 30 days' written notice.

**PROPOSAL THREE**  
**REGIONAL GOVERNMENT SERVICES**

## **Broadmoor Police District**

### **Strategic Planning**

#### **DRAFT Proposal**

#### **Background & Goals:**

LAFCO has mandated that the Broadmoor Police District (“District”) develop a 2 – 5 year strategic plan with an emphasis on Finances and Sustainability. At the same time, LAFCO is reviewing the possibility of dissolving the District.

The goal of the strategic plan is to outline the vision, mission, values, and objectives for the department over the next 2 – 5 years with an emphasis on fiscal recovery and sustainability.

#### **Proposed Workflow:**

##### Step One: Kick-Off Meeting

Meet via zoom with Police Chief to review and finalize details of workflow, data gathering and timelines.

Meeting deliverables:

- Copies of applicable policies and reports that detail the District’s position
- Timeline with meeting dates/times
- List of people to be interviewed individually and their contact information
- List of questions for community focus group
- Decision on the period of time the strategic plan will address

##### Step Two: Data Gathering

The best strategic plans have a foundation of strong data. In this phase we will gather information and perceptions of professional peers, the community and key department personnel.

Conduct individual interviews via zoom with

- Police Commissioners
- Department financial analyst
- Representatives of Board of Supervisors
- Key District personnel
- Key “customers” (e.g. mall management)
- Representative(s) from the Sheriff’s Office
- Representative(s) from Daly City Police Department
- Representative(s) from LAFCO
- Representative(s) from Colma Police Department

Deliverables:

- Consolidation of information outlining the District strengths, weaknesses, opportunities and threats

Note: A community survey can also be created and administered for an additional fee, if desired by the department.

Step Three: Conduct strategic planning session

It is assumed the Chief, Commissioners and key finance personnel will participate in the development of the strategic plan. It is anticipated the strategic plan will be conducted over a 12-hour period. Meetings can be held remotely or in person.

Final meeting agenda(s) will be developed with the Chief. Sample agenda may look like the following:

- Welcome/Overview/Call to Order
- Mission/Vision/Values
  - Why have them
  - Sample statements from other Departments
- Brainstorm and draft the District's mission, vision and values
- Review & discuss data gathered in interviews and reports
- Determine key areas of focus (including financial)
- Identify 3 – 5 key areas of focus for the strategic plan
- Determine goals, objectives, and timelines

Deliverables:

- Draft elements of the District's strategic plan

Step Four: Document Plan

Review plan draft with Chief, then finalize and prepare for presentation to the Commission.

Deliverable:

- Final strategic plan and presentation to the Police Commission

Bill Rates

Regional Government Services (RGS) provides services on an hourly basis, plus direct costs. Clients will be billed for travel time at the full hourly rate of the Consultant.

Work is performed as agreed and subsequently billed based on hours worked. RGS Advisors are skilled at prioritizing projects and working within the budget of partner agencies.

Bill rates are as follows:

Title	Hourly Rate
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

Project Cost: \$12,000

Note: Cost estimates may be adjusted based on emergent issues.

Because of the potential for emergent issues, this work can only be performed with \$25,000 pre-paid as a retainer. The District will be reimbursed all unused funds promptly and will be notified immediately of any circumstances encountered that would impact the estimated cost.

**PROPOSAL FOUR**  
**TELEGRAPH**





April 3, 2024

Michael Connolly, MS  
Chief of Police  
288 Eighty-Eighth Street  
Broadmoor, CA 94105

Dear Chief Connolly

Thank you for considering Telegraph LLC as a partner to pass a revenue measure in the Broadmoor Police District. This proposal outlines our proposed approach, cost, and background. We are happy to provide additional information if needed.

Our proposed approach to this measure is to develop a strong measure using opinion research, solid policy, and community outreach.

Based on our conversation, the first step in this process is approval to proceed from the San Mateo Board of Supervisors. We will need to craft a packet for this body and a presentation demonstrating the need for this measure.

This will include:

- A strategic spending plan
- Opinion research
- Letters of support from the community

Telegraph will develop a strategic spending plan with you and your team. This plan will follow established guidelines used in the State of California, and Telegraph will retain appropriate policy experts to do this.

Supervisors will be interested in public support for this measure, and we are proposing a short, six-question survey of 300 residents with a margin of error of 5.8%.

With your support, the Telegraph team will obtain key letters of support and assist in outreach to other key groups.

With these materials, Telegraph will assemble a packet and work with you to create a presentation and other materials needed for presentations to the Board of Supervisors.

## Draft Budget

Below is a draft budget, which we will finalize based on available resources.

Item	Cost
Strategic Spending Plan	\$10,000
Opinion Research	\$10,000
Community outreach (before measure is on ballot)	\$5,000
Consulting fee (before measure is on ballot)	\$5,000
Subtotal costs before measure is on ballot	\$30,000

Campaign budget for planning purposes.

Item	Cost
Direct mail 3 x \$3,500 per piece	\$10,500
Video Production	\$5,000
Media Buying	\$15,000
Community outreach	\$7,500
Subtotal	\$37,500

## Background

For Telegraph, Jim Ross will lead the efforts on this project.

Jim Ross is a nationally recognized expert in communication, political strategy, and public affairs, with twenty-five years of campaign, communications, and public affairs experience. He has managed mayoral, gubernatorial, and legislative races, consulted on US Senate campaigns, and worked on presidential races.

Jim has managed press advance on presidential campaigns and has consulted on several statewide ballot measures. He led the campaigns to elect Gavin Newsom (D-CA), Mayor of San Francisco, to reelect Governor Ted Kulongoski (D-OR) and consulted on the effort to elect Jeff Merkley to the US Senate, unseating Senator Gordon Smith (R-OR).

He has been called one of the Democratic Party's "top experts on turnout."

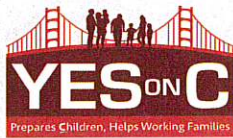
He graduated from St. Mary's College of California and has lectured on politics and messaging at the Harvard Kennedy School, the University of Florida, and the University of California, Berkeley.

Mark Williams will direct community outreach efforts. He is an experienced and respected governmental affairs professional who has developed successful strategies, helped clients obtain key endorsements, and built winning coalitions since 2006.

He has worked on various revenue measure campaigns, including Alameda County's Measure BB sales tax, AC Transit's C1 parcel tax, and BART's Measure RR bond.

Mark served as an elected official on both the Alameda-Contra Costa Transit District and the Alameda County Democratic Central Committee. His election to the AC Transit Board of Directors in 2010, at the age of 24, made him the youngest person ever elected to the board.

Telegraph has passed revenue measures that have generated more than a billion dollars in tax revenue. Below are some case studies of our work.



Reporting on Proposition C has called it the largest tax increase in San Francisco history. Telegraph managed the expansion of Universal Early Education in San Francisco from concept and policy creation, through signature gathering, to victory at the ballot box in the June 2018 election. This measure was developed and placed on the ballot through a robust online and broadcast video campaign in both English and Cantonese in San Francisco. Strong ballot language and powerful advertising allowed this measure to overcome a major opposition campaign.

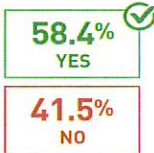
“Telegraph crafted winning legislation with a compelling message to beat a well-funded opposition campaign.”



Measure U, in Richmond, CA was a detailed update to the City's business tax. With overwhelming support from voters, Measure U passed by more than 70%. The policy work on this measure included analyzing other communities' tax structures, presenting options to the city council, and developing a campaign.

Our firm worked with coalition partners to test voters with polling to provide necessary tools to further identify areas of need in the community and develop strategic messaging to drive the successful campaign.

“Executing an early strategic messaging campaign, Telegraph passed impactful policy to protect Richmond's small businesses.”



In November of 2020, Measure X became Contra Costa County's first general fund sales tax. The process to get Measure X on the ballot and passed began in December 2019 when stakeholders from labor, local nonprofits, the public sector, and local businesses met to identify the greatest needs across the county. Telegraph worked with these stakeholders to pinpoint needs that could be bolstered with new revenue, develop data-driven messaging, and maximize voter outreach aligned with COVID restrictions. The coalition that supported Measure X included labor, the business community, and non-profit service providers.

“Telegraph organized a broad coalition of supporters to develop and pass a sustainable revenue source for Contra Costa County's most critical needs.”



The Richmond Fund for Children and Youth funds violence prevention and trauma response, alternatives to incarceration and re-entry for systems-involved youth and young adults, education and job training, parent and guardian support, media, arts, culture and technology classes and young people leadership courses, among other vital programs to Richmond.

“Telegraph pivoted on a critically tight timeline to lead the coalition in crafting a widely supported transfer tax increase on luxury property in Richmond, California to fully fund the fund for Children and Youth.”