



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

**The regular February 2026 meeting of the  
Board of Police Commissioners will be held on**

**Tuesday, February 10, at 7:00 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  
WITH THE EXCEPTION OF DRINKING WATER**

**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**

**COPIES OF THE PUBLIC AGENDA PACKET  
MAY BE INSPECTED AT THE DISTRICT OFFICE  
DURING NORMAL BUSINESS HOURS**



## BROADMOOR POLICE COMMISSION

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**Hon. Ralph Hutchens**  
Commissioner/Treasurer  
**Hon. John V. Aguerre**  
Commissioner/Chairman  
**Hon. Andrea M. Hall**  
Commissioner/Secretary

# A G E N D A

## REGULAR MEETING

**Meeting to be held:**

**Tuesday, February 10, 2026, at 7:00 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 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  
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**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**3. PUBLIC COMMENTS**

*This is the time that is provided for interested persons to address the Commission or submit written communications on matters that **are not** on this Agenda. Anyone wishing to present oral comments on matters that **are not** on this 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 that **are not** on this Agenda, the Commission may, but is not required to, respond to the public comments. Any request during public comment that requires Commission action will be set by the Commission for consideration on a future Agenda or referred to staff.*

**4. CHIEF OF POLICE REPORT**

Chief Connolly will deliver his report.

**5. CONSENT AGENDA**

**PREVIOUS MINUTES**

(a) Approval of Minutes of January 13, 2026, regular meeting.

**TREASURER'S REPORT**

(b) Approval of February 2026 Warrants and Deposits.

**6. CLOSED SESSION**

No closed session this meeting.

**7. REGULAR BUSINESS**

(a) Further discussion and possible action on a Pilot Project for interactive audio and video of all meetings of the Police Commission. [From Item 7(e) on the November 12, 2025, Agenda, Item 7(e) on the December 9, 2025, Agenda and Item 8(a) on the January 13, 2026, Agenda.]

(b) Further discussion and possible action to amend the Police Commission Policy Handbook to include a policy regarding public participation by interactive audio and video of open session meetings of the Police Commission and to retain the services of a proctor. [From Item 8(b) on the January 13, 2026, Agenda.]

(c) Discussion and action on proposed Contract for School Crossing Guard Services.

(d) Report on settlement of CalPERS appeal of Arthur Stellini.

**8. ADJOURNMENT**

Motion to adjourn the meeting to March 10, 2026, at 7:00 p.m. at 388 Eighty-Eighth Street, Broadmoor Village, California.

POSTED AT: [WWW.BROADMOORPOLICE.COM](http://WWW.BROADMOORPOLICE.COM)  
BROADMOOR POLICE DEPARTMENT  
COLMA FIRE DEPARTMENT  
BROADMOOR COMMUNITY CENTER

***MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND***

**Broadmoor Police Protection District**  
**Minutes of the January 13, 2026 Regular Meeting**

- 1. Call to Order:** Meeting is called to order at 7:00 p.m. Chair Aguerre leads Pledge of Allegiance.
- 2. Roll Call:** Commissioners Aguerre, Hall, and Hutchens are present. Chief of Police and District Manager Michael Connolly, District Counsel Davis, and members of the public are also present.
- 3. Public Comment:**

**(a)** John Armfield, resident, addresses the Commission regarding complaints he has received from other residents about reassessments of single-family dwellings to multi-family units. He states that residents are frustrated with inaccurate assessments by NBS. He notes that some properties with detached garages are being incorrectly classified as having accessory dwelling units (ADUs). Mr. Armfield asks the Commission to “get some clarity” and “create an avenue” for residents to appeal these assessments, noting that affected residents “feel they get the bureaucratic run-around.” He reports that residents do not have faith in the Police Commission and some residents are weighing litigation against the District.

Chair Aguerre thanks Mr. Armfield for bringing these concerns and notes that information regarding the increased assessment is available on the Police Department website.

Chief Connolly responds that approximately 17 people have called NBS to complain about the reassessments. He explains that, based on the complaints received by NBS, he will go or send an officer out to house to evaluate whether it is a multi-unit structure. He states that some of the complaints have resulted in reversals of the reassessments.

**(b)** Commissioner Hall raises that she received an email from the California Victims Compensation Board asking about victim liaison, which Government Code section 13962. Chief Connolly responds that “every officer here is a victim liaison” and that the Department works with the District Attorney’s office and CORA. Commissioner Hall offers to forward the email from the Victims Compensation Board to Chief Connolly to ensure that victims of crime in Broadmoor receive adequate support.

**4. Annual Reorganization of the Board of Police Commissioners**

Chair Aguerre opens nominations for the annual reorganization pursuant to District Policy No. 5010.5. Commissioner Hutchens states: “I think you did a great job as chair, and everybody else has been doing fine. So I’d like to have it remain the same.” Commissioner Hall seconds the nomination.

Commissioner Hutchens moves to maintain the current organization with Commissioner Hutchens as Treasurer, Commissioner Hall as Secretary, and Commissioner Aguerre as Chair for calendar year 2026. Commissioner Hall seconds.

*Roll Call Vote:*

Commissioner Hutchens: Aye

Commissioner Hall: Aye

Chair Aguerre: Aye

The motion passes unanimously.

## 5. Chief of Police Report:

(a) *Chiefs' Retreat and New Sheriff*: Chief Connolly reports attending a retreat with numerous chiefs, the District Attorney, and other officials. He notes the privilege of meeting the new Sheriff of San Mateo County and that the District looks forward to collaborating with him. The new Sheriff has announced Undersheriff Hsiung and Assistant Sheriff Ryan Monaghan as part of his leadership team.

(b) *Human Trafficking Task Force*: Chief Connolly reports that the District is collaborating with other law enforcement agencies on a human trafficking task force in anticipation of the Super Bowl. The County Manager has generated a list of agencies with human trafficking interest in their jurisdictions; Broadmoor had none listed, though there are at least four locations in Daly City.

(c) *Christmas Parade*: Chief Connolly reports the annual Christmas parade with the Fire Department was a “resounding success” and “well attended event.”

(d) *Tax Remittances and NBS Audit*: Chief Connolly reports the District received its tax remittance for fiscal year 2025-26 on schedule. The District also received its first installment for escaped taxes, though there is “some discussion with the county now” about “fuzzy math” regarding how NBS calculations were applied. Chief Connolly states he may engage HDL to conduct a secondary audit to verify that changes submitted to the county have been properly implemented in the AB 8 distribution formula, noting this formula has not been reviewed “in decades.”

Counsel Davis adds that the county initially came up “about \$700,000 short.” He wrote a letter to the County, and initially the County maintained its position. He explains that after that, the County issued another check to the District for \$214,000. He notes that the District continues to negotiate with the County regarding the property taxes.

## 6. Consent Agenda:

(a) Approval of Minutes from December 9, 2025 Regular Meeting

(b) Approval of January 2026 Warrants and Deposits

Chair Aguerre asks for public comment. There is none. Commissioner Hutchens moves to approve items (a) and (b) on the Consent Agenda. Commissioner Hall seconds.

*Roll Call Vote:*

Commissioner Hutchens: Aye

Commissioner Hall: Aye

Chair Aguerre: Aye

The motion passes unanimously.

## 7. Further Discussion and Possible Action on Pilot Project for Interactive Audio and Video of Commission Meetings:

Chief Connolly reports the District has an active Zoom account (correcting the agenda packet which referenced YouTube) with the ability to record audio. The technical aspects are set up. He notes the policy needs to be discussed and adopted, and a moderator or proctor needs to be

identified. He explains that most proctors at other agencies are staff members given ancillary duties, but he does not want an officer in the “awkward position of making that determination” and believes non-sworn personnel are better suited to the role.

Commissioner Hall suggests that “just broadcasting the meetings would be an admirable first step” without initially accepting remote public comment, to “make sure nothing blows up, and then maybe work to incorporate accepting public comment remotely.”

Commissioner Hutchens asks if there is a way to gauge how many people might tune in, noting “it might turn out it’s not even worthwhile” if viewership is low. Counsel Davis responds that remote access is intended to increase participation by people who cannot attend in person.

Chair Aguerre emphasizes his support for interactive capabilities, stating: “If I’m going in, I’m going all the way in... I don’t want to limit people’s input.” He suggests the pilot program could begin with broadcasting only to gauge potential audience size before adding interactive comment features.

Commissioner Hall suggests inquiring with Best Best & Krieger (BB&K) about their board clerk services to potentially help with moderation. Chief Connolly agrees this could be a starting point.

Chair Aguerre directs staff to make inquiry with BB&K regarding moderator services and to clarify legislative requirements regarding remote public comment. The item is tabled for further discussion at the February meeting.

**8. Discussion and Possible Action to Amend Policy Handbook Regarding Interactive Audio and Video:**

The Commission discusses the draft resolution adopting a policy for live streaming Commission meetings. Chief Connolly notes the draft incorrectly references YouTube when the District is using Zoom.

Commissioner Hall expresses concern about Section 3, which states meetings “shall be live streamed,” and Section 7, which states the resolution “shall take effect immediately upon adoption.” She notes passing this now would require live streaming at the next meeting before a moderator is in place.

Chief Connolly clarifies the document is draft language for discussion purposes and “doesn’t have to be adopted until it’s properly worded.”

The item is tabled for further attention to language, implementation timing, and start dates, to be revisited at the February meeting.

**9. Action to Correct Pay Rate Schedule (Nunc Pro Tunc to December 9, 2025):**

Chair Aguerre explains this item corrects a clerical error in Resolution No. 2025/26-04 where the Commander’s hourly rate was incorrectly stated as \$60 instead of the correct rate of \$63.

Commissioner Hutchens moves to correct the Commander’s hourly pay rate on the salary pay schedule effective January 1, 2026 from \$60 to \$63. Commissioner Hall seconds.

*Roll Call Vote:*

Commissioner Hutchens: Aye  
Commissioner Hall: Aye  
Chair Aguerre: Aye  
The motion passes unanimously.

**10. Discussion on Commissioner Hall's Proposed Policy Regarding Public Comments:**

Commissioner Hall introduces her proposed public comment policy, explaining it was developed with the expectation that the District would begin accepting remote public comment and that such comment needs to remain focused on the District, the issues over which it has jurisdiction, such as providing public safety services to the people of Broadmoor.

Chair Aguerre reviews the proposed policy section by section. Regarding Comment Means (Section 1), he suggests the remote participation language might be better incorporated into the live streaming policy being developed under item 7(b). He also asks about email comments, noting concern about not “inundating staff.”

Regarding Comment Topics (Section 2), Chair Aguerre asks if the language might be “too limiting.” Commissioner Hall responds that the meetings are “a limited public forum” and the policy provides clear guidance for redirecting comments outside the District’s jurisdiction. Counsel Davis notes the word “ordinance” should be stricken since the District cannot pass ordinances.

Regarding Redundant Comments (Section 8), Chair Aguerre expresses concern about limiting speakers with similar viewpoints, stating: “If two or three people have the same concern, if I hear that two or three different times, well, that’s going to go a little bell in my head to say, ‘Hey, John, pay this a little bit of attention.’”

Regarding Lengthy Comment Periods (Section 10), Chair Aguerre asks members of the public present how they would feel about having their comments moved to the end of a meeting after 45 minutes of public comment. Commissioner Hall acknowledges some provisions “might be overzealous for Broadmoor,” given its limited population and jurisdiction.

Counsel Davis suggests the decorum provisions in the proposed policy should be incorporated with existing rules of decorum in the policy handbook rather than being separate.

Chair Aguerre requests to table the item for the February meeting, offering to work with Commissioner Hall to simplify the language and identify redundancies with existing handbook provisions. Commissioner Hall agrees to revise the policy.

**11. Discussion and Action to Adopt Official Holiday Schedule for the District:**

Chief Connolly explains the District has no official holiday schedule separate from the MOU with the Police Officers Association. He notes this became an issue when the President of the United States proclaimed two additional holidays for 2025 (the day after Christmas and Christmas Eve), which the District was obligated to honor under the MOU language covering “every day proclaimed by the President.”

Counsel Davis recommends adopting the current schedule now and addressing any changes during upcoming MOU negotiations, suggesting the Commission may want to establish “a specific number of days” rather than open-ended language.

Chair Aguerre moves to approve Resolution 2026-1 adopting the holiday schedule from the current MOU as the official holiday schedule of the District, retroactive to January 1, 2026. Commissioner

Hall seconds.

*Roll Call Vote:*

Commissioner Hutchens: Aye  
Commissioner Hall: Aye  
Chair Aguerre: Aye

The motion passes unanimously. Resolution 2026-1 adopting the official holiday schedule is approved.

**12. Adjournment:** Commissioner Hutchens moves to adjourn the meeting in the memory of Randall “Randy” Okamura, a former officer at Broadmoor, and set the next regular meeting for February 10, 2026 at 7:00 p.m. Commissioner Hall seconds.

*Roll Call Vote:*

Commissioner Hutchens: Aye  
Commissioner Hall: Aye  
Chair Aguerre: Aye

**13. Next Meeting:** The Commission’s next regular meeting will be February 10, 2026 at 7:00 p.m. at 388 88th Street.

Respectfully submitted,  
/s/ Commissioner Andrea M. Hall, Secretary

## **Broadmoor Police Protection District Commission**

### **Proposed Policy Re Public Comments**

The Commission of the Broadmoor Police Protection District desires to foster an atmosphere of positive communication with the public on all matters properly before the District. Hearing all viewpoints regarding an issue allows the Commission to make informed and thoughtful decisions. At the same time, it is important that Commission meetings be orderly and efficient. The following Policy directs the manner in which public comment will be heard at meetings of the Commission:

#### **1. Comment Means.**

- (a) The public is welcome to attend the meeting in person and by teleconference or videoconference in a manner such that the public can ~~remotely~~ attend and offer real-time comment during the meeting;
- (b) Notice of the means by which the public can ~~remotely~~ attend the meeting via teleconference or videoconference must be included with the Commission's agenda;
- (c) To watch the Commission meetings and offer comment ~~remotely~~, the public can join the meetings on ~~Teams~~ Zoom via the link and phone number included in the Commission's agenda.
- (d) Remote participation by e-mail is also welcomed by sending comments to ~~staff at l.hernandez@pd.broadmoor.ca.us~~ the Board Clerk. All e-mails received before 3:30 P.M. one business day before the meeting will be forwarded to the Commission and included in the packet. These comments will also be referenced at the meeting.

#### **2. Comment Topics.**

- (a) The agenda for all regular meetings of the Commission will include a time for comments from citizens, both present and remote. During this time, any person may speak on any issue arising out of:
  - (i) any existing or proposed ~~ordinance~~, resolution, policy, or pending or previous action of the ~~government of the~~ District's Commission; or
  - (ii) matters that may warrant action by the Commission.
- (b) Any Commission member may raise a point of order as to whether a speaker's topic falls within one of the above categories. No further comments will be allowed on that topic unless a majority of the Commission members present at the meeting agree that the topic is within one of the above categories. When a Commission member so raises a point of order, and absent a determination that the topic is within one of the above categories, the Chairperson will direct the speaker to terminate all remarks on that topic.

#### **3. Order in Which Comments Will Be Received.**

(a) Each person wishing to be heard at a meeting is encouraged to sign in before the beginning of the meeting, listing the person's name and subject matter of the person's comments. Persons who have signed in will be heard before persons who have not signed in, ~~in the order their names appear, except that the Chairperson may take speakers out of order so that:~~

(i) ~~persons addressing agenda items may be heard first; or~~

(ii) ~~persons speaking on the same subject matter may be heard consecutively.~~

(b) ~~After all persons who have signed in have been heard, the Chairperson will ask if anyone else wishes to make comments. The Chairperson will individually acknowledge each person who wishes to be heard at that time and ask them to come forward to make their comments. Alternatively, the Chairperson may ask persons who wish to make comments to form a line from the speaker's podium and speak when they reach the podium.~~

(e)(b) ~~After members of the public in person wishing to comment have been heard, the Chairperson will ask if anyone attending via the Teams-Zoom application wishes to make comment. If using the Teams application, the members of the public shall use the raise hand feature to indicate that they wish to be heard. The Chairperson will recognize each person with their "hand raised" by name and ask them to unmute themselves.~~

(d) ~~After members of the public commenting via the Teams application have been heard, the Chairperson will ask if anyone attending telephonically wishes to comment, members of the public shall unmute themselves by pressing \*6 and will thereafter be allowed to comment.~~

#### 4. Identification of Speakers.

~~When recognized by the Chairperson, each speaker must address the Commission from the designated podium. If the speaker is speaking on behalf of another party, the speaker may provide the name of that party.~~

#### 5.4. Recognition Required.

A person may not address the Commission or make audible remarks during a meeting unless recognized by the Chairperson

#### 6.5. Time Limit.

(a) No speaker may speak more than 3 minutes. The Chairperson will inform a speaker when the speaker has reached the time limit, and the speaker must stop speaking. A speaker may not yield any part of the speaker's time to any other person.

(b) No speaker may speak more than once during the same comment period.

(c) The time limits established under this section do not apply to presentations on agenda items as provided for in Section 12.

7.6. Comments Directed to Individuals.

Citizens are not prohibited from addressing their comments to individuals but are encouraged to direct all comments through the Chairperson and to:

(a) Address their comments to the Commission as a whole, rather than individual Commission members, staff, or other persons.

(b) Contact the appropriate individuals to discuss matters that can be addressed outside of a public meeting.

8. Redundant Comments.

~~To avoid redundant comments, the Chairperson may ask persons having the same or similar viewpoints on a topic to designate one representative speaker to comment on their behalf. The Chairperson may also ask persons whose viewpoints are represented by the speaker to stand or raise their hands.~~

9.7. Responses to Speakers.

(a) Commission members may not interrupt a speaker during the speaker's allotted comment time, except that:

(i) the Chairperson may inform a speaker when the speaker is close to or has reached the established time limit, as provided under Section 56.

(ii) a Commission member may raise a point of order about the topic of the speaker's comments, as provided under Section 2(b).

~~(iii) the Chairperson may interrupt and terminate a comment if the speaker becomes profane, obscene, or threatening.~~

(b) Commission members ~~are not obligated to~~ ~~should not~~ respond to speakers or answer speakers' questions during a meeting. However, if a speaker's comments pertain to an item that is on the meeting's agenda, Commission members may address comments, answer questions, or ask questions of the speaker when the item is considered on the agenda. If a matter addressed by a speaker does not pertain to an agenda item:

(i) a Commission member may ask for the floor at the end of a speaker's comments to ask questions of the speaker;

(ii) the Chairperson may refer the matter to staff, at the Chairperson's discretion or upon the request of a Commission member; or

(iii) if the matter warrants action by the Commission, the Commission may schedule the matter for consideration at a future meeting, upon motion by a Commission member and majority vote of those members present.

10. Lengthy Comment Periods.

~~After 45 minutes of citizen comments, the Commission may, by majority vote of those present, vote to move any remaining comments not dealing with an agenda item to the end of the meeting.~~

11. Public Hearings on Designated Topics.

~~These policies also apply to citizen comments during public hearings on specific matters, except that all comments during a public hearing must pertain only to the matter for which the hearing is held. When a public hearing occurs during a meeting that includes other matters, a person speaking during the public hearing may address a separate topic during the portion of the meeting reserved for general citizen comments for an additional period of up to three minutes.~~

12.8. Presentations on Agenda Items.

When an item appears on the agenda upon application or request of a person other than a member of the Commission or the staff, the Chairperson] will allow that person or the person's representative(s) to address the Commission at the point the item is considered during the meeting. Furthermore, upon motion of any member of the Commission, and approval by a majority vote of those members present, the Commission may hear a presentation or seek information from any person about an agenda item under consideration during a meeting.

13.9. Decorum.

(a) Unauthorized remarks, stamping feet, whistling, and similar demonstrations are prohibited during any meeting of the Commission. Furthermore, during any meeting of the Commission, persons must not:

(i) Interrupt the Commission's proceedings or the comments of any person recognized by the Chairperson in any manner.

(ii) Make obscene remarks.

(iii) Behave in a disruptive manner.

(iv) Hold, wave, or display any banner or sign in a way that causes a physical hazard or blocks another person's view of the proceedings.

(v) Refuse to follow the instructions of the Chairperson or comply with these policies or any other rules governing the Commission's proceedings.

(b) The Chairperson may order the removal of any person engaged in behavior prohibited by these policies.

(c) The foregoing rules of decorum are intended to supplement and clarify the rules outlined in the 2025 Revisions of the Commission Handbook.

(b)

BY DRAFT #2  
COMMISSIONER HALL

# BROADMOOR POLICE PROTECTION DISTRICT

## OFFICE OF DISTRICT COUNSEL

### STAFF REPORT

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TO : Hon. Ralph Hutchens, Hon. John Aguerre, Hon. Andrea Hall

FROM: Paul M. Davis, District Counsel

DATE: February 10, 2026

RE : Delegation of authority to compromise and settle small claims

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### INTRODUCTION

Parties who assert that they have suffered damages caused by District personnel may, within six months of the date of the incident giving rise to the alleged injury, file a written claim for damages with the District. (Government Code §900)

The District has forty-five days from the date the claim was presented within which to allow the claim, reject the claim, or allow it in part. (Government Code §912.4(a))

By law, only the Commission may take action on a claim unless the Commission delegates that authority to a District employee. (Government Code §935.4)

### PROPOSAL

In an effort to the reduce risk of loss and expense stemming from small claims, I propose that small claims (claims not exceeding \$5,000), be acted on by the Chief of Police who shall have the power and authority to compromise and settle such small claims, subject to the approval of District Counsel, as provided by Government Code §935.4. This limited delegation of authority would obviate the need to tender the claims to the District's insurance carrier thereby avoiding an insurance claim that could increase the rate of the premium the District pays for insurance. Proposed Resolution 2026-2 would accomplish this goal.

Proposed Resolution 2026-2 if implemented would also require the Chief of Police/District Manager to report to the Commission in writing and in open session any claims he or she has compromised and settled.

### **CONCLUSION**

I recommend that the Commission approve and adopt proposed Resolution 2026-2, a copy of which is attached to this Memorandum.

Respectfully submitted,

*Paul M. Davis*

(digitally signed)

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Paul M. Davis  
District Counsel

# BROADMOOR POLICE PROTECTION DISTRICT

## POLICE COMMISSION

### RESOLUTION No. 2026-2

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**A RESOLUTION AUTHORIZING  
THE CHIEF OF POLICE / DISTRICT MANAGER  
TO COMPROMISE AND SETTLE SMALL CLAIMS,  
WITH THE CONSENT OF DISTRICT COUNSEL,  
PURSUANT TO GOVERNMENT CODE §935.4**

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**WHEREAS**, pursuant to Government Code §900, *et seq.*, claims are from time to time presented to the District for money damages; and,

**WHEREAS**, an efficient and cost-effective means of resolving claims that are relatively small in value should be in place where such claims can be compromised and settled without the expense of litigation or resorting to indemnity coverage from the District's liability insurance carrier; and,

**WHEREAS**, by delegating to the Chief of Police / District Manager the authority to compromise and settle small claims with the approval of District Counsel would be a cost-effective and efficient means of preserving District resources and avoid insurance claims.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:**

**SECTION 1.** Pursuant to Government Code §935.4 the power and authority to compromise and settle small claims against the District, subject to the approval of District Counsel, is delegated to the Chief of Police / District Manager.

**SECTION 2.** The authority granted to the Chief of Police / District Manager pursuant to Section 1 shall not exceed \$5,000.00 per claim. No claim in excess of \$5,000.00 shall be split into individual claims of \$5,000.00 or less.

**SECTION 3.** Upon compromising and settling a claim by the Chief of Police / District Manager, pursuant to the authority granted in Section 1, he or she shall report in writing to the Commission each claim he or she has compromised and settled by a written report of such action, which shall be included on the Agenda at the regular meeting of the Commission immediately following the date a claim was compromised and settled. The report shall include a summary of the details of the claim and the amount paid or to be paid to the claimant.

**PASSED and ADOPTED** in Open Session this 10th Day of February 2026.

Ayes:

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Noes:

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Abstain / Absent:

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Attest:

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Michael P. Connolly  
Chief of Police / District Manager

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Hon. Andrea M. Hall, Secretary

**BROADMOOR POLICE PROTECTION DISTRICT**  
**OFFICE OF DISTRICT COUNSEL**

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TO : Michael P. Connolly, ICOP

FROM: Paul M. Davis, District Counsel

DATE: December 1, 2025

RE : Contracts for School Crossing Guards

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**BACKGROUND**

You have submitted to me for advice two forms of proposed written contracts you have been asked to sign on behalf of the District, the first of which would be between the District and the County for school crossing guards and second (incorporated in the first contract) with a vendor, All City Management Services, Inc. ("Vendor") for the actual provision of the school crossing guards at the District's initial expense subject to reimbursement by the County.

As noted, the District/County contract incorporates by reference the entire District/Vendor contract, thus the former contract would be wholly dependent upon the latter, but the latter is not dependent upon the former.

The proposed contract between the District and the Vendor would be for the Vendor to supply the school crossing guards for which the District would be obligated to pay subject to reimbursement by the County.

For simplicity I shall refer to the proposed contract between the District and the County as the "District/County contract", and the proposed contract between the District and the Vendor as the "District/Vendor contract".

The documents I received from you are the proposed District/County contract together with three exhibits<sup>1</sup> attached to it, which include the proposed District/Vendor contract attached to the proposed District/County contract as Exhibit "C", copies of which I attach to this Staff Report.

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<sup>1</sup> Exhibit "A" [deployment of crossing guards at the four schools], Exhibit "B" [limitation of County's obligation to \$105,926.40] and Exhibit "C" [District/Vendor proposed contract] are incorporated by reference into the District/County proposed contract.

The County has requested that you sign both contracts on behalf of the District. First and foremost, because of the dollar amounts involved, the Police Commission would have to give its approval if these contracts are to be signed. For the reasons I shall discuss below, I do not recommend that the District enter into these contracts.

## DISCUSSION

### **I. District/County Contract.**

The District/County contract would be between the District and the County. That contract would, among other things, provide that the District, through the Vendor pursuant to the District/Vendor contract, hire school crossing guards, for deployment at four schools in the Jefferson Elementary School District, at the District's expense subject to reimbursement by the County for all sums paid out to the Vendor.

Noteworthy is there is only potential financial risk to the District flowing from each contract with absolutely no return benefit to the District.

The proposed District/County contract would require the District to compensate the Vendor for the provision of school crossing guards for the Jefferson Elementary School District. The District/County contract in turn would require the County to reimburse the District for the funds the District lays out under the District/Vendor contract, such reimbursement being subject to the County's right to withhold payment to the District. [Exhibit "B" ¶1]

The School Crossing Guard program, while a laudable one, benefits the District not at all. The only beneficiaries of that program are the four public schools, namely, Benjamin Franklin Middle School, Garden Village Elementary School, and Susan B. Anthony Elementary School. Each of these schools is in the Jefferson Elementary School District. Indeed, it remains a mystery why the District has been called upon to fund, subject to reimbursement by the County, the County's apparent obligation to provide school crossing guards for the Jefferson Elementary School District.

Moreover, the proposed County/District contract is replete with a laundry list of obligations against the District, including, but not limited to, the following:

1. It would impose upon the District to the obligation to hold harmless the County and defend the County in the event of any lawsuit regarding any action stemming from the School Crossing Guard program and its employing entity, the Vendor; [¶5]

2. It would impose upon the District an obligation to obtain liability insurance acceptable to the County, name the County as an additional insured, and provide a Certificate of Insurance referencing the District/County contract acceptable to the County before any funds would be paid to the District; [¶6]

3. It would impose upon the District the obligation to obtain worker's compensation insurance for the School Crossing Guards at the District's expense, even though such insurance would be provided by the Vendor; [¶6.b]

4. It would impose upon the District that the School Crossing Guard program will comply with all federal, state and local laws and ordinances, and payment of prevailing wages, among other things; [¶7]

5. It would impose upon the District the obligation to ensure full compliance with all non-discrimination laws; [¶8.a]

6. It would impose upon the District the obligation to ensure that the vendor is an equal opportunity employer; [¶8.b]

7. It would impose upon the District the obligation to ensure the vendor's compliance with Section 504 of the Rehabilitation Act of 1973; [¶8.c]

8. It would impose upon the District the vendor's compliance with the County's equal benefits ordinance; [¶8.d]

9. It would impose upon the District that the vendor will extend all employment-related benefits provided to the School Crossing Guards to include their spouses and domestic partners, including same-sex relationships; [¶8.d]

10. It would impose upon the District a specific non-discrimination requirement and Americans With Disabilities Act requirement set forth in 41 CFR 60-741.5(a); [¶8.e]

11. It would impose upon the District the obligation to investigate the vendor to ensure that no finding of discrimination has been issued to the vendor within the past 365 days; [¶8.f]

12. It would impose upon the District the requirement to report to the County the filing of any lawsuit or complaint of discrimination to the EEOC or FEHA within seventy-five days of such action and includes punitive provisions that can be imposed against the District; [¶8.g]

13. It would impose upon the District the obligation to ensure that the vendor fully complies with the County Living Wage Ordinance; [¶8.h]

14. It would impose upon the District the obligation to comply with the Levine Act; [¶8.i]

15. It would impose upon the District the obligation to ensure that the Vendor and its employees (school crossing guards) are in compliance with the County's Jury Service Ordinance; and, [¶9]

16. Finally, the District would be faced with the unenviable obligation and task to monitor and supervise the performance of the Vendor or potentially risk the loss of the County's reimbursement to the District.

Incorporated by reference into the proposed District/County contract are Exhibit "A" [deployment of crossing guards at the four schools], Exhibit "B" [limitation of County's obligation to \$105,926.40] and Exhibit "C" [District/Vendor proposed contract].

The District would have no way of policing the Vendor's performance to ensure its compliance with the terms of the District/County contract so that the District would not be in breach thereof.

Under the terms of the first paragraph of Exhibit "B", if for any reason the County determines that the "quantity and/or quality of the work performed [by Vendor] is unacceptable" the County would have the right to "withhold payment [to the District]." Inasmuch as the District has absolutely no control over the "quantity and quality" of the services provided by the vendor, the District could wind up paying for services for which the District might not get reimbursed by the County.

The foregoing list is merely an exposé of the highlights of the obligations that would be imposed upon the District with respect to the District/County contract were the District to enter into that contract.

## **II. District/Vendor Contract.**

Under the terms of the proposed District/Vendor contract, the vendor would provide the crossing guards at a specified rate set forth in the District/Vendor contract, and the District would pay the vendor for those services.<sup>2</sup>

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<sup>2</sup> Pursuant to the terms and conditions of the proposed District/County contract the County would reimburse the District 100% of the amounts paid by the District to the vendor.

While the proposed District/Vendor contract provides that the vendor would indemnify and defend the District in the event of any claim or loss stemming from the provision of the crossing guards, nothing in that proposed contract mentions how the vendor would indemnify the District stemming from any of the fourteen items enumerated that could form the basis of an allegation by the County of a breach of the District/County contract.

It is unclear if any enforcement of the District/County contract by the County would trigger the Vendor's obligation to indemnify and defend the District against such action as provided in the District/Vendor contract. [District/Vendor contract ¶11] If the obligation to indemnify does not include an enforcement action the cost to the District in its defense could become a huge negative impact on personnel and financial resources without any chance of compensation for that loss.

### **IMPRESSION AND CONCLUSION**

The proposed District/County contract would be a one-way contract in the County's favor with no benefit whatsoever to the District. Likewise, the proposed District/Vendor contract would be a one-way contract that would provide a benefit to a third party beneficiary, namely, the Jefferson Elementary School District, also with no benefit whatsoever to the District.

If the District were to enter into these contracts the District would have significant financial exposure with absolutely no benefit in return.

There does not appear to be any sound reason why the County could not directly contract with the vendor or why the school district could not do likewise. The District's involvement in this program appears to be totally irrelevant. The program should be handled either by the school district or the County without the District's participation.

I strongly recommend that the District not enter into the contracts.<sup>3</sup>

Respectfully submitted,

*Paul M. Davis*

(digitally signed)

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Paul M. Davis  
District Counsel

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<sup>3</sup> The situation here is unique in that the District must enter into either both or neither of the contracts.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE BROADMOOR POLICE PROTECTION DISTRICT FOR THE REIMBURSEMENT OF CERTAIN COSTS ASSOCIATED WITH THE SCHOOL CROSSING GUARD PROGRAM**

---

This Agreement is entered into this 1st day of August, 2025, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Broadmoor Police Protection District, hereinafter called "District."

\* \* \*

Whereas, the District has requested the County to provide funds to support the School Crossing Guard Program.

Whereas, the County desires to provide protection for public school pupils who are required to cross certain heavily traveled roadways within the unincorporated areas of the County and has thereby agreed to disburse funds to District pursuant to the terms set forth in this Agreement.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Description of Services  
Exhibit B—Payment Terms and Invoicing  
Exhibit C—Agreement between District and Crossing Guard Contractor

**2. Program Description and Funding**

County hereby agrees to reimburse the District, a sum not to exceed One Hundred and Five Thousand Nine Hundred and Twenty Six Dollars and Forty Cents (\$105,926.40) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of District's Program as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. District agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out the Program.

Funds specified under this Agreement shall not be disbursed until execution of this Agreement by County and District. The funds shall be disbursed from Measure A Half Cent Transportation Fund to support the school crossing guard program with the objective of providing protection for public school pupils who are required to cross certain heavily traveled roadways within the unincorporated areas of the County.

**3. Term & Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2025 to June 30, 2026. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future reimbursements.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to District within a reasonable time after County learns of said unavailability of funding.

County may suspend and/or terminate this Agreement if District fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future reimbursements and/or require District to return some or all funds reimbursed under this Agreement.

**4. Relationship of Parties**

Notwithstanding any publicity or other references to the County required to be made in connection with the Program as set forth in Exhibit A, District understands and agrees that the services performed under this Agreement are not performed by District as an independent contractor of the County or as an employee of County and that neither District nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. District acknowledges and agrees that it is not, and will not hold itself out as an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

**5. Hold Harmless**

District shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services performed by District in furtherance of the Program under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including District or its employees/officers/agents/volunteers;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from District's failure to comply with any applicable federal, state, or local laws or regulations; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, District's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of District to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**6. Insurance**

**a. General Requirements**

Prior to its receipt of any funds pursuant to this Agreement, District shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and District shall use diligence to obtain such insurance and to obtain such approval. District shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending District's coverage to include the contractual liability assumed by District pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

District shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, District certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of work for which it would receive the funds.

**c. Liability Insurance**

District shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect District and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from District's operations under this Agreement, whether such operations be by District, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability.... .... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

**7. Compliance With Laws**

All services to be performed by District in connection with the Program shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement. In connection with the Program, District bears responsibility to obtain, at District's expense, any license, permit, or approval required from any agency.

**8. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

The District shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. The District's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

The District shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

The District shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the employees is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and the District and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

The District certifies that no finding of discrimination has been issued in the past 365 days against the District by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against the District within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, The District shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

The District shall report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the District to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;

- ii. disqualification of the District from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to the District under this Agreement or any other agreement between the District and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, the District certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**i. Levine Act Compliance**

The District certifies and warrants that the District has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

**9. Compliance with County Employee Jury Service Ordinance**

The District shall comply with Chapter 2.85 of the County's Ordinance Code, which states that the District shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the District, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with the District or that the District may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, the District certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if the District has no employees in San Mateo County, it is sufficient for the District to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, the District certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, the District shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); The District acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**10. Retention of Records; Right to Monitor and Audit**

(a) The District shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and the District shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) The District shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) The District agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**11. Merger Clause; Amendments**

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Program, and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties concerning the Program that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**12. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights, and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**13. Subcontracting**

If the District decides to sub-contract the services as set forth in Exhibit A, reasonable efforts shall be made to solicit the services from all potential providers. Formal or Informal solicitations shall be sent to a sufficient number of potential providers to ensure that at least three quotes or proposals are received unless a waiver of competitive requirements is otherwise requested. If three quotes or proposals are not received, the solicitation record must detail the efforts made to obtain at least three quotes or proposals. Pursuant to the competitive solicitation, the sub-contract shall be awarded to the provider that is deemed to provide the best overall value for the services. The district shall obtain prior approval from County for any substantial increase in contract amount prior to finalizing the agreements with the sub-contractor.

**14. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

| In the case of County, to:  | In the case of District, to:  |
|---|---|
| County of San Mateo Public Works<br>Ann M. Stillman, Director<br>555 County Center, 5th Floor<br>Redwood City, CA 94063<br>Email: <a href="mailto:astillman@smcgov.org">astillman@smcgov.org</a><br>Phone: (650) 363-4100 | Broadmoor Police Protection District<br>Michael P. Connolly, Interim Chief of Police<br>388 Eighty-Eighth Street<br>Broadmoor, CA 94015<br>Email: <a href="mailto:mconnolly@pd.broadmoor.ca.us">mconnolly@pd.broadmoor.ca.us</a><br>Phone: (650) 755-3840 |

**15. Electronic Signature**

Both County and District wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

**THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.**

**For District:**

\_\_\_\_\_  
(signature)

Authorized Representative  
District

\_\_\_\_\_  
Date

**Broadmoor Police Protection District**

\_\_\_\_\_  
Name of District

\_\_\_\_\_  
(please print name)

Authorized Representative  
District

\_\_\_\_\_

**For County:**

\_\_\_\_\_  
(Signature)

Authorized Designee  
County of San Mateo

\_\_\_\_\_  
Date

**Director of Public Works**

\_\_\_\_\_  
Job Title (please print)

**Ann M Stillman**

\_\_\_\_\_  
(please print name)

Authorized Designee  
County of San Mateo

**Exhibit A**

The County and District agree that the funds shall only be used to further the goals of the following Program described below:

District shall provide a total of four (4) crossing guards for Benjamin Franklin, Garden Village, and Susan B. Anthony Schools under the Jefferson Elementary School District. The crossing guards shall be assigned the location(s) and hours specified below.

**1. Benjamin Franklin**

Crossing Guard Location: Intersection of Maddux Drive and Stewart Avenue

|                             |                         |                           |
|-----------------------------|-------------------------|---------------------------|
| Hours – Regular School Day: | 8:00 a.m. to 8:45 a.m.  | 0.75 hours per day        |
| (Tuesdays)                  | 9:35 a.m. to 10:00 a.m. | 0.08 hours per day*       |
|                             | 2:50 p.m. to 3:15 p.m.  | <u>0.42 hours per day</u> |
|                             | <b>TOTAL</b>            | 1.25 hours per day        |

\*Hours apportioned through five days

Work week (0.42 hours/5days)

|                             |                          |                           |
|-----------------------------|--------------------------|---------------------------|
| Hours – Minimum School Day: | 8:00 a.m. to 8:45 a.m.   | 0.75 hours per day        |
|                             | 12:20 p.m. to 12:50 p.m. | <u>0.50 hours per day</u> |
|                             | <b>TOTAL</b>             | 1.25 hours per day        |

Approximate number of working days per school year: 180

Approximate number of hours worked per school year: 225

**2. Garden Village**

Crossing Guard Location: Intersection of 87<sup>th</sup> Street and Washington Street

|                             |                        |                           |
|-----------------------------|------------------------|---------------------------|
| Hours – Regular School Day: | 8:00 a.m. to 8:45 a.m. | 0.75 hours per day        |
|                             | 1:30 p.m. to 3:15 p.m. | <u>1.67 hours per day</u> |
|                             | <b>TOTAL</b>           | 2.42 hours per day        |

|                             |                         |                           |
|-----------------------------|-------------------------|---------------------------|
| Hours – Minimum School Day: | 8:00 a.m. to 8:45 a.m.  | 0.75 hours per day        |
|                             | 12:00 p.m. to 1:00 p.m. | <u>1.00 hours per day</u> |
|                             | <b>TOTAL</b>            | 1.75 hours per day        |

Approximate number of working days per school year: 180

Approximate number of hours worked per school year: 435

**3. Garden Village**

Crossing Guard Location: Intersection of 87<sup>th</sup> Street and Park Plaza

|                             |                        |                           |
|-----------------------------|------------------------|---------------------------|
| Hours – Regular School Day: | 8:00 a.m. to 8:45 a.m. | 0.75 hours per day        |
|                             | 1:30 p.m. to 3:15 p.m. | <u>1.67 hours per day</u> |
|                             | <b>TOTAL</b>           | 2.42 hours per day        |

|                             |                         |                           |
|-----------------------------|-------------------------|---------------------------|
| Hours – Minimum School Day: | 8:00 a.m. to 8:45 a.m.  | 0.75 hours per day        |
|                             | 12:00 p.m. to 1:00 p.m. | <u>1.00 hours per day</u> |
|                             | <b>TOTAL</b>            | 1.75 hours per day        |

Approximate number of working days per school year: 180

Approximate number of hours worked per school year: 435

**4. Susan B. Anthony**

Crossing Guard Location: Intersection of Hillside Boulevard and Chester Street

|                             |                        |                           |
|-----------------------------|------------------------|---------------------------|
| Hours – Regular School Day: | 8:15 a.m. to 8:45 a.m. | 0.50 hours per day        |
|                             | 1:30 p.m. to 2:00 p.m. | 0.50 hours per day        |
|                             | 2:45 p.m. to 3:15 p.m. | <u>0.50 hours per day</u> |
|                             | <b>TOTAL</b>           | 1.50 hours per day        |

|                             |                          |                           |
|-----------------------------|--------------------------|---------------------------|
| Hours – Minimum School Day: | 7:45 a.m. to 8:15 a.m.   | 0.50 hours per day        |
|                             | 11:30 p.m. to 12:30 p.m. | <u>1.00 hours per day</u> |
|                             | <b>TOTAL</b>             | 1.50 hours per day        |

Approximate number of working days per school year: 180

Approximate number of hours worked per school year: 270

The District shall submit to the County in writing any requests to revise Exhibit 'A' no later than February 15 of each year for the following school year commencing on or about September 1. The County shall evaluate requests from the District to revise Exhibit 'A' and shall notify the District in writing whether program funding will allow the requests to be accommodated. Program revisions shall be accomplished by an amendment to this agreement as executed by the County and the District.

**Exhibit B**

In accordance with the terms of this Agreement, County's total obligation shall not exceed \$105,926.40 (One Hundred and Five Thousand Nine Hundred and Twenty Six Dollars and Forty Cents). Payment will be made within 30 days of receipt of an adequate invoice by the County of San Mateo Department of Public Works. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

**Exhibit C Agreement between District and Crossing Guard Contractor** is attached showing hourly rate and estimated annual projected cost.

The District shall send an invoice to the County on a quarterly basis for the allowable direct costs incurred for the provision of crossing guard(s) during fiscal years covered by the Contract. Each invoice shall certify the amount that has been expended in the preceding quarter, and further certify that all monies have been expended in accordance with crossing guard activities as set forth in Exhibit 'A'. Specifically, the invoice shall include certified payroll documentation indicating the location, dates, number of hours worked, and hourly costs. The allowable costs to be reimbursed under the Program shall include only the actual hourly costs directly attributable to the provision of crossing guards at the locations and during the hours specified in Exhibit 'A'. Costs associated with utilization of crossing guard personnel for performing any other duties shall not be reimbursed. The District shall include a written certification that the supporting documentation is true, correct, and complete.

All invoices shall include the agreement number, location, dates of service and specified work completed.

Remit Quarterly invoices to:

Department of Public Works – Accounting Unit  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Email: [DPW\\_Accounting@smgov.org](mailto:DPW_Accounting@smgov.org)  
Phone: (650) 363-4100

## EXHIBIT C



### **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 1, 2025, and is between the BROADMOOR POLICE PROTECTION DISTRICT (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

#### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2025, and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the District. District agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the District by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District's representative in dealing with the Contractor shall be designated by the Broadmoor Police Protection District.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties' respective degrees

of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.

14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-six Dollars and Seventy-eight Cents (\$36.78) per hour, per Crossing Guard during the term. Based on a minimum of four (4) sites and upon a projected (2,880) hours of service the cost shall not exceed One Hundred Five Thousand, Nine Hundred Twenty-six Dollars (\$105,926.00) per year, unless Contractor fails to perform service.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.

17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**DISTRICT**

**Broadmoor Police Protection District**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

**CONTRACTOR**

**All City Management Services, Inc.**

By Demetra Farwell  
D. Farwell, Corporate Secretary

Date **May 1, 2025**

# All City Management Services Inc.

## Client Worksheet 2025 - 2026

**Department:** 1004905

**Billing Rate for 2025 - 2026:** \$ 36.78

Broadmoor Police Department

388 88th Street

Broadmoor, CA 94015

**KEY:**

**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

**Sites with traditional calendar:**

|                             | 16 | X             | 180 | X       | \$36.78 | =                   | \$105,926.40 |
|-----------------------------|----|---------------|-----|---------|---------|---------------------|--------------|
| 4 Sites at 4.00 hrs per day |    | Total Hrs/day | X   | days/yr | X       | Hourly Billing Rate |              |

**TOTAL PROJECTED HOURS** 2,880.00 **TOTAL ANNUAL PROJECTED COST** \$105,926.40

# BROADMOOR POLICE PROTECTION DISTRICT

## OFFICE OF DISTRICT COUNSEL

### STAFF REPORT

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TO : Hon. Ralph Hutchens, Hon. John Aguerre, Hon. Andrea Hall

FROM: Paul M. Davis, District Counsel

DATE: February 10, 2026

RE : Correction of Payrate Schedule adopted on January 13, 2026

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#### INTRODUCTION

On April 8, 2025, the Commission approved a contract ("MOU") with the Broadmoor Police Officers Association, which included a Payrate Schedule effective July 1, 2025. (Attachment 1) That Payrate Schedule covered only represented employees of the District. Unrepresented employees are not covered by that Payrate Schedule.

On December 9, 2025, the Commission adopted Resolution 2025/26-04, which incorporated the Payrate Schedule for represented Employees and added unrepresented employees so that the entire Payrate Schedule would be all-inclusive. After the adoption of the all-inclusive Payrate Schedule on December 9, 2025, an error was discovered in that document (the Commander's salary was off by \$3), so on January 13, 2026, the Commission approved a correction of that Payrate Schedule. (Attachment 2)

After the correction of the Payrate Schedule on January 13, 2026, additional errors have come to light in the Payrate Schedule. It would appear that during the process of converting a Word document to a .pdf document all fields under "Corporal" and "Police Officer IV" were duplicated so that the salaries for both of those categories were incorrectly identical. (Attachment 2)

#### PROPOSAL

On April 8, 2025, the Commission approved a contract (MOU) with the Police Officers Association that included a new Payrate Schedule attached to that MOU as Exhibit 1-B. A copy of that Exhibit 1-B is attached hereto as Attachment 1.

Inasmuch as the Payrate Schedule set forth in Attachment 1 applies only to represented safety employees, on December 9, 2025, the Commission approved a comprehensive, all-inclusive Payrate Schedule that applies to the entire District, which incorporated all of the provisions of Attachment 1 and added all unrepresented personnel as well. (Attachment 2) Attachment 2 contains typographical errors noted in the highlighted portions. Attachment 3 will correct the typographical errors contained in Attachment 2.

The attached and corrected Payrate Schedule (Attachment 3) should be adopted to correct/amend *nunc pro tunc* to December 9, 2025, to reflect the correct hourly rates of Police Officer III and Police Officer IV.

### CONCLUSION

I respectfully request that the Commission approve the proposed corrected/amended Payrate Schedule (Attachment 3) be approved and that it be made *nunc pro tunc* to December 9, 2025. Attachment 3 should replace the Payrate Schedule attached to Resolution (2025/26-04).

Respectfully submitted,

*Paul M. Davis*

(digitally signed)

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Paul M. Davis  
District Counsel

**FY 2025 - 2026**

**Broadmoor Police Protection District**

**Salary Schedule (84hr Pay Period) Effective July 1, 2025 (2.5% Increase)**

| <b>POSITIONS</b>      | <b>HOURLY</b> | <b>BI-WEEKLY</b> | <b>MONTH</b> | <b>YEAR</b> |
|-----------------------|---------------|------------------|--------------|-------------|
| Sergeant II           | 59.06         | 4,961.25         | 10,749.38    | 128,992.50  |
| 5% Intermediate Cert. | 62.01         | 5,209.31         | 11,286.85    | 136,492.13  |
| 7.5% Advanced Cert.   | 63.49         | 5,333.35         | 11,555.58    | 138,666.94  |
|                       |               |                  |              |             |
| Sergeant I            | 55.66         | 4,675.48         | 10,130.20    | 121,562.53  |
| 5% Intermediate Cert. | 58.44         | 4,909.25         | 10,636.72    | 127,640.66  |
| 7.5% Advanced Cert.   | 59.84         | 5,026.14         | 10,889.98    | 130,679.72  |
|                       |               |                  |              |             |
| Corporal              | 55.32         | 4,647.26         | 10,069.06    | 120,828.71  |
| 5% Intermediate Cert. | 58.09         | 4,879.62         | 10,572.51    | 126,870.15  |
| 7.5% Advanced Cert.   | 59.37         | 4,995.81         | 10,824.24    | 129,890.86  |
|                       |               |                  |              |             |
| Officer IV            | 52.69         | 4,425.88         | 9,589.40     | 115,072.78  |
| 5% Intermediate Cert. | 55.32         | 4,647.17         | 10,068.87    | 120,826.42  |
| 7.5% Advanced Cert.   | 56.64         | 4,757.81         | 10,308.61    | 123,703.23  |
|                       |               |                  |              |             |
| Officer III           | 49.80         | 4,183.33         | 9,063.87     | 108,766.48  |
| 5% Intermediate Cert. | 52.29         | 4,392.50         | 9,517.06     | 114,204.80  |
| 7.5% Advanced Cert.   | 53.54         | 4,497.08         | 9,743.66     | 116,923.96  |
|                       |               |                  |              |             |
| Officer II            | 47.12         | 3,958.42         | 8,576.57     | 102,918.82  |
| 5% Intermediate Cert. | 49.48         | 4,156.34         | 9,005.40     | 108,064.76  |
| 7.5% Advanced Cert.   | 50.66         | 4,255.29         | 9,219.81     | 110,637.72  |
|                       |               |                  |              |             |
| Officer I             | 43.80         | 3,678.82         | 7,970.78     | 95,649.37   |
| 5% Intermediate Cert. | 45.99         | 3,862.76         | 8,369.32     | 100,431.84  |
| 7.5% Advanced Cert.   | 47.08         | 3,954.73         | 8,568.59     | 102,823.08  |

**ATTACHMENT 1**

**BROADMOOR POLICE PROTECTION DISTRICT**  
**SALARY PAY SCHEDULE**  
**EFFECTIVE JANUARY 1, 2026**

| <b>CLASSIFICATIONS</b>              | <b>HOURLY</b>     | <b>BI-WEEKLY</b>  | <b>MONTHLY</b>    | <b>ANNUALLY</b>   |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|
| Chief of Police (40 hr. week)       | \$84.13           | \$6,730.76        | \$14,583.33       | \$175,000.00      |
| Commander of Police (40 hr. wk.)    | \$63.00           | \$5,040.00        | \$10,920.00       | \$131,040.00      |
| Sergeant II (42 hr. week)           | \$59.06           | \$4,961.25        | \$10,749.38       | \$128,992.50      |
| 5% Intermediate Certificate         | \$62.01           | \$5,209.31        | \$11,288.85       | \$136,492.13      |
| 7.5% Advanced Certificate           | \$63.49           | \$5,333.35        | \$11,555.58       | \$138,666.94      |
| Sergeant I (42 hr. week)            | \$55.66           | \$4,675.48        | \$10,130.21       | \$121,562.53      |
| 5% Intermediate Certificate         | \$58.44           | \$4,909.25        | \$10,636.72       | \$127,640.66      |
| 7.5% Advanced Certificate           | \$59.84           | \$5,026.14        | \$10,889.98       | \$130,679.72      |
| Corporal (42 hr. week)              | \$55.32           | \$4,647.26        | \$10,069.06       | \$120,828.71      |
| 5% Intermediate Certificate         | \$58.09           | \$4,879.62        | \$10,572.51       | \$126,870.15      |
| 7.5% Advanced Certificate           | \$59.37           | \$4,995.81        | \$10,824.24       | \$129,890.86      |
| Police Officer IV (42 hr. week)     | \$55.32           | \$4,647.26        | \$10,069.06       | \$120,828.71      |
| 5% Intermediate Certificate         | \$58.09           | \$4,879.62        | \$10,572.51       | \$126,870.15      |
| 7.5% Advanced Certificate           | \$59.37           | \$4,995.81        | \$10,824.51       | \$129,890.86      |
| Police Officer III (42 hr. week)    | \$52.69           | \$4,425.88        | \$9,589.40        | \$115,072.78      |
| 5% Intermediate Certificate         | \$55.32           | \$4,647.17        | \$10,068.87       | \$120,826.42      |
| 7.5% Advanced Certificate           | \$56.64           | \$4,757.81        | \$10,308.61       | \$123,703.23      |
| Police Officer II (42 hr. week)     | \$47.12           | \$3,958.42        | \$8,576.57        | \$102,918.82      |
| 5% Intermediate Certificate         | \$49.48           | \$4,156.34        | \$9,005.40        | \$108,064.76      |
| 7.5% Advanced Certificate           | \$50.66           | \$4,255.29        | \$9,219.81        | \$110,637.72      |
| Police Officer I (42 hr. week)      | \$43.80           | \$3,678.82        | \$7,970.78        | \$95,649.37       |
| 5% Intermediate Certificate         | \$45.99           | \$3,862.76        | \$8,369.32        | \$100,431.84      |
| 7.5% Advanced Certificate           | \$47.08           | \$3,954.73        | \$8,568.59        | \$102,823.08      |
| Inspector (42 hr. week)             | Above salary + 2% |
| Admin. Ass't./Records (32 hr. wk. ) | \$49.94           | \$3,196.16        | \$6,925.01        | \$83,100.12       |
| Records/Payroll Clerk               | \$31.22           | Hourly only       | Hourly only       | Hourly only       |
| Reserve Police Officer              | No compensation   | No compensation   | No Compensation   | No compensation   |
| Volunteer in Policing (VIP)         | No compensation   | No compensation   | No compensation   | No compensation   |

(Amended by Police Commission action on January 13, 2026, by correcting Commander hourly rate from \$60 to \$63)

**BROADMOOR POLICE PROTECTION DISTRICT**  
**SALARY PAY SCHEDULE**  
**EFFECTIVE JANUARY 1, 2026**

| <b>CLASSIFICATIONS</b>              | <b>HOURLY</b>     | <b>BI-WEEKLY</b>  | <b>MONTHLY</b>    | <b>ANNUALLY</b>   |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|
| Chief of Police (40 hr. week)       | \$84.13           | \$6,730.76        | \$14,583.33       | \$175,000.00      |
| Commander of Police (40 hr. wk.)    | \$63.00           | \$5,040.00        | \$10,920.00       | \$131,040.00      |
| Sergeant II (42 hr. week)           | \$59.06           | \$4,961.25        | \$10,749.38       | \$128,992.50      |
| 5% Intermediate Certificate         | \$62.01           | \$5,209.31        | \$11,286.85       | \$136,492.13      |
| 7.5% Advanced Certificate           | \$63.49           | \$5,333.35        | \$11,555.58       | \$138,666.94      |
| Sergeant I (42 hr. week)            | \$55.66           | \$4,675.48        | \$10,130.20       | \$121,562.53      |
| 5% Intermediate Certificate         | \$58.44           | \$4,909.25        | \$10,636.72       | \$127,640.66      |
| 7.5% Advanced Certificate           | \$59.84           | \$5,026.14        | \$10,889.98       | \$130,679.72      |
| Corporal (42 hr. week)              | \$55.32           | \$4,647.26        | \$10,069.06       | \$120,828.71      |
| 5% Intermediate Certificate         | \$58.09           | \$4,879.62        | \$10,572.51       | \$126,870.15      |
| 7.5% Advanced Certificate           | \$59.37           | \$4,995.81        | \$10,824.24       | \$129,890.86      |
| Police Officer IV (42 hr. week)     | \$52.69           | \$4,425.88        | \$9,589.40        | \$115,072.78      |
| 5% Intermediate Certificate         | \$55.32           | \$4,647.17        | \$10,068.87       | \$120,826.42      |
| 7.5% Advanced Certificate           | \$56.64           | \$4,757.81        | \$10,308.61       | \$123,703.23      |
| Police Officer III (42 hr. week)    | \$49.80           | \$4,183.33        | \$9,063.87        | \$108,766.48      |
| 5% Intermediate Certificate         | \$52.29           | \$4,392.50        | \$9,517.06        | \$114,204.80      |
| 7.5% Advanced Certificate           | \$53.54           | \$4,497.08        | \$9,743.66        | \$116,923.96      |
| Police Officer II (42 hr. week)     | \$47.12           | \$3,958.42        | \$8,576.57        | \$102,918.82      |
| 5% Intermediate Certificate         | \$49.48           | \$4,156.34        | \$9,005.40        | \$108,064.76      |
| 7.5% Advanced Certificate           | \$50.66           | \$4,255.29        | \$9,219.81        | \$110,637.72      |
| Police Officer I (42 hr. week)      | \$43.80           | \$3,678.82        | \$7,970.78        | \$95,649.37       |
| 5% Intermediate Certificate         | \$45.99           | \$3,862.76        | \$8,369.32        | \$100,431.84      |
| 7.5% Advanced Certificate           | \$47.08           | \$3,954.73        | \$8,568.59        | \$102,823.08      |
| Inspector (42 hr. week)             | Above salary + 2% |
| Admin. Ass't./Records (32 hr. wk. ) | \$49.94           | \$3,196.16        | \$6,925.01        | \$83,100.12       |
| Records/Payroll Clerk               | \$31.22           | Hourly only       | Hourly only       | Hourly only       |
| Reserve Police Officer              | No compensation   | No compensation   | No Compensation   | No compensation   |
| Volunteer in Policing (VIP)         | No compensation   | No compensation   | No compensation   | No compensation   |

# BROADMOOR POLICE PROTECTION DISTRICT

## OFFICE OF DISTRICT COUNSEL

### STAFF REPORT

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TO : Hon. Ralph Hutchens, Hon. John Aguerre, Hon. Andrea Hall

FROM: Paul M. Davis, District Counsel

DATE: February 10, 2026

RE : Settlement of CalPERS Appeal of Arthur Stellini

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#### INTRODUCTION

Arthur Stellini was employed as a Chief of Police / District Manager and retired from that position. On the day he retired he was re-employed by the District in the capacity of a "paid" Reserve Police Officer and was compensated at a rate higher than was allowed by law. Additionally, Stellini did not properly report his wages to CalPERS. These events resulted in an action by CalPERS for, among other things, repayment of overpayments (pension payments he should not have received) and reinstatement to active status, which would result in liability on the part of the District to pay its share of CalPERS contributions that had not been paid plus penalties if that decision were to stand.

#### DISCUSSION

On December 29, 2018, Stellini retired from the District as Chief of Police / District Manager. On that date David Parenti immediately succeeded Stellini in that role.

On December 29, 2018, immediately following his retirement from the District that day, he was "rehired" that day by his successor (Parenti) and became a retired annuitant as a *paid* reserve police officer until February 23, 2019.

On March 11, 2022, CalPERS notified Stellini in writing that his employment as a paid reserve police officer with the District from December 29, 2018, to February 23, 2019, was unlawful and that he was compensated at a rate higher than that allowed by law as well. That letter spells out the remedies CalPERS would be seeking against him. I have attached a copy of that letter to this report.

On April 28, 2022, CalPERS notified Stellini in writing that the explanation he offered in support of his position in response to CalPERS' letter of March 11, 2022, is without merit and that the determination made on March 11, 2022, will stand as written. I have attached a copy of that letter to this report.

Stellini timely appealed the CalPERS' determination set forth in the letter to him of April 28, 2022.

On November 24, 2025, Stellini and CalPERS entered into a written Settlement Agreement to settle all claims between CalPERS and Stellini. I have attached a copy of that Settlement Agreement to this report.

On January 9, 2026, the District was notified in a letter from CalPERS that in light of the full settlement between CalPERS and Stellini the matter has been closed. I have attached a copy of that letter to this report.

According to the CalPERS/Stellini Settlement Agreement, Stellini will not be reinstated to active status and he will be required to pay to CalPERS the sum of \$3,155.56 he received as overpayments of CalPERS retirement benefits to which he was not entitled. The District has no obligation or liability to CalPERS because Stellini was not reinstated to active status.

### **CONCLUSION**

This matter is now closed with no liability or expense on the part of the District.

Respectfully submitted,

*Paul M. Davis*

(digitally signed)

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Paul M. Davis  
District Counsel



California Public Employees' Retirement System

Employer Account Management Division

400 Q Street, Sacramento, CA 95811 | Fax: (916) 795-9372

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | [www.calpers.ca.gov](http://www.calpers.ca.gov)

---

Arthur Stellini

CalPERS ID: [REDACTED]

[REDACTED]  
[REDACTED]

March 11, 2022

Dear Arthur Stellini,

This letter is regarding Observation 1 identified in the December 9, 2021 Employer Compliance Review of the Broadmoor Police Protection District (District) conducted by the California Public Employees' Retirement System's (CalPERS) Office of Audit Services (OAS). OAS determined that you were unlawfully employed with the District as a retired annuitant. CalPERS' records indicate that you retired from the District on December 29, 2018 and returned to work for the District on December 29, 2018 as a retired annuitant until February 23, 2019.

CalPERS determined that your post-retirement employment with the District did not comply with the requirements under Article 8 of the California Public Employees' Retirement Law (PERL) (Government Code section 21220 et seq.) or section 7522.56 of the California Public Employees' Pension Reform Act of 2013 (Government Code section 7522 et seq.) Specifically, your post-retirement employment with the District for the period of December 29, 2018 through February 23, 2019 did not comply with Government (Gov.) Code sections 21224 and 7522.56.

Based on our records and review, your post-retirement employment with the District was not compliant because your payrate as a Reserve Police Officer exceeded the maximum amount paid for this position and it was also incorrectly reported to CalPERS for the period of from December 29, 2018 to February 23, 2019. Specifically, your pay rate was identified as \$80.00 per hour for Reserve Police Officer; however, the District reported an hourly rate of \$60.00 to CalPERS for the the same position for the period identified above. Therefore, this period of employment was in violation of Gov. Code sections 21224, 7522.56, and is subject to mandatory reinstatement to employment for that period.

The requirements under Gov. Code section 21224(a) read in pertinent part that:

"A retired person may serve without reinstatement from retirement or loss or interruption of benefits provided by this system upon appointment by the appointing power of a state agency or public agency employer either during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in **performing work of limited duration**. These appointments shall not exceed a combined total of 960 hours for all employers each fiscal year. **The compensation for the appointment shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule**

**divided by 173.333 to equal an hourly rate. A retired person appointed pursuant to this section shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate.” (Emphasis added).**

The requirements under Gov. Code section 7522.56 subsections(c) and (d) read in pertinent part that:

“(c) A person who retires from a public employer may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system upon appointment by the appointing power of a public employer either during an emergency to prevent stoppage of public business or because the retired person has skills needed to **perform work of limited duration.**”

“(d) Appointments of the person authorized under this section shall not exceed a total for all employers in that public retirement system of 960 hours or other equivalent limit, in a calendar or fiscal year, depending on the administrator of the system. **The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.** A retired person whose employment without reinstatement is authorized by this section shall acquire no service credit or retirement rights under this section with respect to the employment unless he or she reinstates from retirement. (emphasis added).”

For the reasons detailed in this letter, you were unlawfully employed from December 29, 2018 through February 23, 2019 with the District. Pursuant to Gov. Code sections 21200, 21202, and 21220, the consequence of unlawful employment is reinstatement from retirement. If reinstated, your retirement benefit will stop, and you will be required to reimburse CalPERS the amount of retirement allowance you received from the date the unlawful employment began and pay retroactive contributions owed as an active member for the reinstatement period.

In addition, reinstatement from retirement affects the cost-of-living adjustment (COLA) benefits you will be entitled to receive in the future. COLA benefits are determined based upon the year in which you retire. Your reinstatement will change the base year of your future retirement and will, therefore, also change the date that you will be entitled to begin receiving future COLA benefits.

If you or the District have relevant information or documentation for CalPERS to consider prior to issuing a final determination on this matter, it must be addressed to the below stated address and postmarked **no later than April 10, 2022.** We will review the information provided, if any, and then proceed with a final determination which will be sent to you and the District in writing.

CHRISTINA ROLLINS, Assistant Division Chief  
Employer Account Management Division  
Attention: Membership Services  
P.O. Box 942709  
Sacramento, CA 94229-2709  
[Working\\_After\\_Retirement@CalPERS.ca.gov](mailto:Working_After_Retirement@CalPERS.ca.gov)

CalPERS remains committed to assisting our members and business partners in all matters related to their retirement that is within the statutory authority available to us. Should you have further questions, please contact Catalina Estrada, Analyst on the Membership and Post-Retirement Employment Determinations Team, at (916) 795-0335.

Sincerely,

*Heather Porter*

Heather Porter  
Section Manager, Membership Services  
Employer Account Management Division

cc: Broadmoor Police Protection District



California Public Employees' Retirement System  
Employer Account Management Division  
400 Q Street, Sacramento, CA 95811 | Fax: (916) 795-9372  
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | [www.calpers.ca.gov](http://www.calpers.ca.gov)

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Arthur Stellini

CalPERS ID: [REDACTED]

[REDACTED]  
[REDACTED]

April 28, 2022

Dear Arthur Stellini,

This letter is following up to the preliminary determination letter dated March 11, 2022 regarding Observation 1 identified in the December 9, 2021 Employer Compliance Review of the Broadmoor Police Protection District (District) conducted by the California Public Employees' Retirement System's (CalPERS) Office of Audit Services (OAS). OAS determined that you were unlawfully employed with the District as a retired annuitant. Our records indicate that you retired from the District on December 29, 2018 and returned to work for the District on December 29, 2018 as a retired annuitant until February 23, 2019.

We have reviewed the additional information provided by your attorney; however, it did not change our determination. In the response, your attorney states you were an unpaid reserve police officer on a volunteer basis. However, we do not have sufficient evidence to support the claim that you were not paid, nor has the District disputed that you were a volunteer. Furthermore, the response states the hourly payrate of \$80 was for wages earned prior to your retirement. However, the previous documentation provided by the District identifies this hourly payrate was paid during the retired annuitant employment period. Per Government (Gov.) Code section 21224, the hourly payrate shall not exceed the maximum monthly base salary paid to those performing comparable duties.

Our determination remains that your post-retirement employment did not comply with the requirements under Article 8 of the California Public Employees' Retirement Law (PERL) (Government Code section 21220 et seq.) or section 7522.56 of the California Public Employees' Pension Reform Act of 2013 (Government Code section 7522 et seq.). Specifically, your post-retirement employment with the District for the period of December 29, 2018 through February 23, 2019 did not comply with Gov. Code sections 21224 and 7522.56.

Pursuant to Gov. Code sections 21200, 21202, and 21220, the consequence of unlawful employment is reinstatement from retirement, i.e., termination of your retirement for the period(s) of unlawful employment. When reinstated, your retirement benefit will stop, and you will be required to reimburse CalPERS the amount of retirement allowance you received from the date the unlawful employment began and pay retroactive contributions owed as an active member for the reinstatement period.

Reinstatement from retirement also affects the cost-of-living adjustment (COLA) benefits that you will be entitled to receive in the future. COLA benefits are determined based upon the year in which you retire.

Your reinstatement will change the base year of your future retirement and will also change the date that you are entitled to begin receiving future COLA benefits.

You have the right to appeal this action, per Sections 555-555.4, Title 2, Division 1, California Code of Regulations, by filing a written appeal with CalPERS, within 30 days of the date of this letter, **May 28, 2022**. An appeal, if filed, should set forth the factual basis and legal authorities for such an appeal. A copy of the applicable statute and Code of Regulations sections are included for your reference. If you file an appeal, the CalPERS Legal Office will contact you and handle all requests for information.

Your appeal will be set for hearing with the Office of Administrative Hearings (OAH). The assigned CalPERS attorney will contact you about a hearing date. Depending on the current caseload of the OAH and the assigned attorney, the hearing date may be set several months after the case is opened. The OAH typically offers its earliest available hearing date that meets the schedule of both parties.

If you choose not to be represented by an attorney, an assigned CalPERS attorney will be in direct communication with you during the appeal process. If you do hire an attorney, please let CalPERS know immediately so our attorney can work directly with the attorney.

Enclosed is a brochure on the General Procedures for Administrative Hearings. After the hearing is completed, the Administrative Law Judge will issue a Proposed Decision in approximately 30 days. The CalPERS Board of Administration will then decide whether to accept or reject that Proposed Decision. If the Board rejects the Proposed Decision, they will hold a Full Board Hearing to review the entire hearing record again before finalizing their decision.

Your appeal should be mailed to the following address:

Renee Ostrander, Chief  
Employer Account Management Division  
P.O. Box 942709  
Sacramento, CA 94229-2709  
[Membership\\_Appeals@calpers.ca.gov](mailto:Membership_Appeals@calpers.ca.gov)

CalPERS remains committed to assisting our members and employers in all matters related to retirement, within the statutory authority available to us. If you have any further questions or concerns regarding this matter, please contact Heather Porter, Section Manager of the Membership and Post-Retirement Employment Determinations Team at (916) 795-7623.

Sincerely,



CHRISTINA ROLLINS, Assistant Division Chief  
Membership Services  
Employer Account Management Division

Enclosures

cc: Broadmoor Police Protection District

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("Agreement") is made between Arthur Stellini (Stellini) and the California Public Employees' Retirement System ("CalPERS") (individually "Party" and collectively "the Parties").

### **RECITALS**

WHEREAS, on December 29, 2018, Stellini retired from the Broadmoor Police Protection District ("BPPD").

WHEREAS, Stellini returned to work as a retired annuitant for BPPD on December 29, 2018;

WHEREAS, Stellini's employment at BPPD is subject to the Public Employees' Retirement Law, Gov. Code, §20000 et seq. ("PERL");

WHEREAS, on April 28, 2024, CalPERS' Employer Account Management Division issued its final determination that Stellini was and had been unlawfully employed with BPPD as a retired annuitant from December 29, 2018, through February 23, 2019 (the "Determination");

WHEREAS, on May 19, 2023, Stellini filed an appeal of the Determination (the "Appeal");

WHEREAS, Stellini denies the allegations of the Determination and has maintained that at all times he acted lawfully;

WHEREAS, the Parties agree to resolve their disputes related to the Determination and Appeal on the terms set forth below:

### **TERMS OF THE AGREEMENT**

1. **Recitals.** The recitals set forth in this Agreement are true and correct and are hereby fully incorporated by reference into this Agreement.
2. **Non-Admission of Liability.** This Agreement is not in any way an admission by any Party of a violation of any provision of the laws or regulations of the United States, the State of California, or any other laws, rules, or regulations of CalPERS. This Agreement cannot be used by any Party in any way to demonstrate an admission of liability on the part of any Party or any other person, now or in the future.
3. **Stellini's Agreements.** Stellini agrees to do the following:
  - a. **Withdrawal of Appeal.** Stellini's Appeal is deemed to be withdrawn, with prejudice, upon the Effective Date of this Agreement.
  - b. **Overpayment.** Stellini agrees to pay CalPERS a settlement sum of \$ 3,155.56 within

30 days of the Effective Date of this Agreement. The payment shall be by check made payable to CalPERS and sent to Preet Kaur, Legal Office, P.O. Box 942707, Sacramento, CA 94229-2707. Stellini agrees to release any and all potential claims against CalPERS relating to reimbursement of taxes paid and/or actual tax consequences that might result from this Agreement.

**4. CalPERS' Agreements.** CalPERS agrees to the following:

- a. **Final Compensation.** CalPERS agrees that Stellini's retirement allowance will not be affected by the Determination letter or this Agreement.
- b. **No Reinstatement.** CalPERS will not reinstate Stellini from retirement.
5. **Release of Claims.** The Parties, on behalf of themselves and their heirs, agents, representatives, parents, elected officials, governing bodies, successors, and assigns, hereby unconditionally, irrevocably and absolutely release and discharge the other Parties, as well as any other present or former CalPERS employees, present or former CalPERS Board members, present or former agents, including attorneys and insurers, and successors and assigns from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims, attorneys' fees and costs, liabilities and demands of whatsoever kind and character that they may have against each other arising from the facts and circumstances arising out of or pertaining to the Determination Letter, St. Clair's appeal and the OAH Appeal, and these claims shall collectively be referred to hereafter as "Released Claims."
6. **Release of Unknown Claims.** Stellini, on behalf of himself and his heirs, agents, representatives, successors, and assigns, hereby waives any and all rights that he may have pursuant to California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES  
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
FAVOR AT THE TIME OF EXECUTING THE RELEASE  
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR OR RELEASED PARTY.**

Stellini waives any rights that he might have to invoke Section 1542 now or in the future with respect to the releases set forth in this Agreement.

7. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold each other harmless against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.
8. **Each Party to Bear Own Fees and Costs.** Each Party shall bear its/his own costs,

expenses and attorneys' fees incurred in connection with the administrative and/or legal proceedings resulting in this Agreement, or in connection with any other claims made or investigated by any Party against the other in any forum (civil, criminal, administrative or quasi-administrative), and each of the Parties hereto expressly waive any claim for recovery of any such costs, expenses or attorneys' fees from any other Party. Attorneys for all Parties to this Agreement do likewise expressly waive any claim for recovery of costs, expenses and/or attorney's fees from the Party(ies) whom the attorneys do not represent and/or from any source whatsoever.

9. **Covenant to Effectuate Agreement.** Each Party hereto agrees to execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement.
10. **No Other Terms.** This Agreement contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect.
11. **Severability.** If any provision of this Agreement is held invalid or contrary to law by a court or other tribunal of competent jurisdiction, the invalidity shall not affect other provisions which can be given their intended effect without the invalid provision, and to this end the provisions of this Agreement are severable.
12. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representations of any kind or character have been made to induce the execution of this Agreement.
13. **Waiver of Terms of Agreement.** No waiver by any Party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent, or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the Party to be charged or held bound.
14. **Interpretation.** This Agreement has been jointly negotiated and drafted by counsel for the Parties. The language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. The Parties further agree that this Agreement was negotiated and executed in the State of California and shall be interpreted under the procedural and substantive laws of California as existing as of the date of execution, without regard to principles of conflict of laws.
15. **Consultation with Counsel.** Each Party represents and agrees that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement. The Parties affirm that, prior to execution of this Agreement, they have consulted with counsel of their choice concerning the terms and conditions set forth herein, and that they agree to the terms and conditions.

16. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute sufficient evidence of the Agreement having been executed. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and "effective date" of this Agreement.

17. **Enforcement.** The Parties agree that any and all disputes regarding this Agreement shall be brought in the Superior Court of the State of California, Sacramento County. In any action brought to enforce any provision of this Agreement, the Parties shall bear their own costs and attorney's fees.

**PLEASE READ CAREFULLY. THIS AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: 10 Nov. 25

By:



Arthur Stellini

Dated: 11/24/25

By:



Kimberly Malm

Kimberly Malm, Deputy Executive Officer, Customer Services & Support, CalPERS

Approved as to Form:

Dated: 11/12/2025

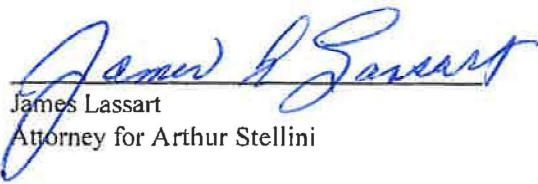


Preet Kaur

Preet Kaur, Senior Attorney  
CalPERS

Dated: 12 Nov 25

By:



James Lassart  
Attorney for Arthur Stellini



**California Public Employees' Retirement System**

**Legal Office**

P. O. Box 942707, Sacramento, CA 94229-2707 | Phone: (916) 795-3675 | Fax: (916) 795-3659  
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | [www.calpers.ca.gov](http://www.calpers.ca.gov)

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January 9, 2026

Ref. No. 2024-0695

James A. Lassart  
Murphy Pearson Bradley & Feeney  
580 California St., Ste. 1100  
San Francisco, CA 94104-1032

**Subject: Notice of File Closing – In the Matter of the Appeal of Post Retirement Employment of ARTHUR STELLINI, Respondent, and BROADMOOR POLICE PROTECTION DISTRICT, Respondent.**

Dear Mr. Lassart:

This matter has been resolved pursuant to the fully executed Settlement Agreement and General Release dated November 24, 2025. With this settlement, no administrative hearing will be scheduled.

If you have any further questions concerning this matter, please contact the Employer Account Management Division - Retirement at telephone number (888) Cal-PERS (225-7377).

Sincerely,

*Preet Kaur*

Preet Kaur  
Senior Attorney  
Legal Office

PKK:kmp

cc: Arthur Stellini  
Paul M. Davis, Law Offices of Paul M. Davis  
Personnel Officer, Broadmoor Police Protection District

| 02. FEBRUARY COMMISSION MEETING 2026 |            |       |      |                                       |   |   |            |
|--------------------------------------|------------|-------|------|---------------------------------------|---|---|------------|
| Broadmoor Police Department          |            |       |      |                                       |   |   |            |
| January 7-February 4, 2026           |            |       |      |                                       |   |   |            |
|                                      | DATE       | TYPE  | NUM  | NAME                                  | MEMO/DESCRIPTION                            | ACCOUNT                                   | AMOUNT     |
| PETTY ACCOUNT                        |            |       |      |                                       |   |   |            |
|                                      | 01/22/2026 | Check | 4995 | Minnesah Valley Bank                  | CHEVY TAHOE 32 OF 60                        | 7311-VEHICLES & EQUIPMENT                 | -926.55    |
|                                      | 01/22/2026 | Check | 4996 | LC Action Police Supply               | INVS 483146, 483264, 483869<br>SAFETY EQUIP | 5121-UNIFORMS AND SAFETY EQUIP            | -2,463.57  |
| TOTAL PETTY                          |            |       |      |                                       |   |   | -3,390.12  |
| GENERAL FUND                         |            |       |      |                                       |   |   |            |
|                                      | 01/08/2026 | Check | 9743 | ROBERT NISHIYAMA                      | INV BPD004                                  | 5876-PROFESSIONAL SPECIALIZED SERVICES    | -1,131.11  |
|                                      | 01/08/2026 | Check | 9744 | Chase Card Services                   | DUE 01/19/2026                              | 5199 - OFFICE EXPENSE (new):5199a-General | -3,571.79  |
|                                      | 01/08/2026 | Check | 9745 | DOMINIC GAMBOA                        | REIMBURSE FOR GALLS RETAIL ITEMS PURCHASED  | REIMBURSEMENT & TRAINING                  | -315.06    |
|                                      | 01/09/2026 | Check | 9746 | Andrea Hall                           | REIMB FOR 2025 BOARD SECRETARY CONF         | REIMBURSEMENT & TRAINING                  | -825.00    |
|                                      | 01/20/2026 | Check | 9747 | AT&T-Calnet                           | INV 24569904                                | 5638-UTILITIES                            | -348.96    |
|                                      | 01/20/2026 | Check | 9748 | BERKSHIRE HATHAWAY                    | DUE 02/01/2026                              | 6731-INSURANCE NON MEDICAL AND EDD        | -3,680.00  |
|                                      | 01/20/2026 | Check | 9749 | VICTORY TACTICAL GEAR                 | INV 26-003                                  | 5121-UNIFORMS AND SAFETY EQUIP            | -1,995.50  |
|                                      | 01/20/2026 | Check | 9750 | DBA FINANCIAL, INC                    | ACCT 271102342 7 OF 9                       | 6731-INSURANCE NON MEDICAL AND EDD        | -41,316.65 |
|                                      | 01/20/2026 | Check | 9751 | AAA Smart Home                        | INV 9648708                                 | 5478-GENERAL CONTRACT MAINTENANCE         | -34.20     |
|                                      | 01/20/2026 | Check | 9752 | SMCPCSA                               | INV 2026-03 ASSO DUES 2026                  | 5199 - OFFICE EXPENSE (new):5199c-Meals   | -1,250.00  |
|                                      | 01/20/2026 | Check | 9753 | AT&T Mobility-FirstNet                | INV 287295270355X11022026                   | 5638-UTILITIES                            | -549.64    |
|                                      | 01/20/2026 | Check | 9754 | PG&E                                  | ACCT 5739203490-6                           | 5638-UTILITIES                            | -1,486.22  |
|                                      | 01/20/2026 | Check | 9755 | VERDANT                               | INV 905946503                               | 5638-UTILITIES                            | -166.75    |
|                                      | 01/20/2026 | Check | 9756 | Wave                                  | INV 10374590/12994921                       | 5638-UTILITIES                            | -776.38    |
|                                      | 01/20/2026 | Check | 9757 | LexisNexis                            | INV 1100247113                              | 5876-PROFESSIONAL SPECIALIZED SERVICES    | -200.00    |
|                                      | 01/20/2026 | Check | 9758 | STATE COMPENSATION INSURANCE FUND     | INV 1003042563                              | 6731-INSURANCE NON MEDICAL AND EDD        | -3,214.16  |
|                                      | 01/20/2026 | Check | 9759 | City of Daly City                     | DUE 01/27/2026                              | 5638-UTILITIES                            | -131.70    |
|                                      | 01/20/2026 | Check | 9760 | Robyn Rose                            | WORK BETWEEN JULY 2025 - DEC 2025           | 5876-PROFESSIONAL SPECIALIZED SERVICES    | -2,662.50  |
|                                      | 01/21/2026 | Check | 9761 | Davis Law Firm                        | DECEMBER 2025 BILLING                       | 5341-LEGAL SERVICES                       | -5,600.00  |
|                                      | 01/21/2026 | Check | 9762 | Daly City Auto Repair                 | INV 107103 2018 TAHOE                       | 5455-VEHICLE MAINTENANCE EXPENSE          | -5,374.95  |
|                                      | 01/21/2026 | Check | 9763 | Royal Auto Body & Repair Center, Inc. | INV 24694 2011 CROWN VIC                    | 5455-VEHICLE MAINTENANCE EXPENSE          | -373.20    |
|                                      | 01/21/2026 | Check | 9764 | Kaiser Foundation Health Plan         | FEBRUARY 2026                               | 4413 HEALTH PLAN                          | -14,526.41 |
|                                      | 01/21/2026 | Check | 9765 | GREAT AMERICA FINANCIAL SVS           | INV 40996662 COPIER                         | 5478-GENERAL CONTRACT MAINTENANCE         | -258.35    |
|                                      | 01/21/2026 | Check | 9766 | SAN MATEO COUNTY FORENSIC LAB         | INV 105003                                  | 5858-PROFESSIONAL CONTRACT SERV           | -1,127.30  |
|                                      | 01/21/2026 | Check | 9767 | Bay Contract Maintenance, Inc.        | #34127/34078 NOV SUPPLIES/JAN CLEAN.        | 5156-CLEANING & JANITORIAL SUPPLIES       | -808.70    |

|               |            |       |      |                                   |                                     |  |               |
|---------------|------------|-------|------|-----------------------------------|-------------------------------------|--|---------------|
|               | 01/21/2026 | Check | 9768 | Flyers Energy, LLC                | INVS 4480155/4498033                | 5416-FUEL AND LUBRICATION              | -2,277.18     |
|               | 01/21/2026 | Check | 9769 | COLANTUONO, HIGHSMITH, WHATLEY PC | INV 68630                           | 5341-LEGAL SERVICES                    | -8,905.50     |
|               | 01/22/2026 | Check | 9770 | Bay Contract Maintenance, Inc.    | SEPT SUPP, DEC CLEAN, JAN SUPP      | 5156-CLEANING & JANITORIAL SUPPLIES    | -873.58       |
|               | 01/22/2026 | Check | 9771 | All City Management Servlces      | 105497, 105958 OCT 12 - DEC 20 2025 | 5200-SCHOOL CROSSING GUARD EXP         | -25,109.71    |
|               | 01/22/2026 | Check | 9772 | K WEST AUTO CARE                  | RO#224081 2017 FORD                 | 5455-VEHICLE MAINTENANCE EXPENSE       | -1,227.96     |
|               | 01/22/2026 | Check | 9773 | on24web                           | INV 0002978 ZOOM INTEGRATION 1 OF 2 | 5876-PROFESSIONAL SPECIALIZED SERVICES | -750.00       |
|               | 01/26/2026 | Check | 9774 | SAMIR ABULHAN                     | REIMBURSE FOR LUNCHEON              | REIMBURSEMENT & TRAINING               | -835.08       |
|               | 01/27/2026 | Check | 9775 | County of San Mateo ISD           | DECEMBER 2025                       | 5858-PROFESSIONAL CONTRACT SERV        | -82.25        |
|               | 01/27/2026 | Check | 9776 | BEST BEST AND KRIEGER             | INV 1050841                         | 5341-LEGAL SERVICES                    | -1,105.00     |
|               | 01/27/2026 | Check | 9777 | Public Storage                    | FEB COMR02                          | 5638-UTILITIES                         | -480.45       |
|               | 01/27/2026 | Check | 9778 | Public Storage                    | FEB MONTHLY RENT                    | 5638-UTILITIES                         | -627.00       |
|               | 01/27/2026 | Check | 9779 | TEA                               | INV 49694                           | MAINTENANCE & REPLACEMENT              | -185.00       |
|               | 01/27/2026 | Check | 9780 | Cintas                            | INV 8408035995                      | 5876-PROFESSIONAL SPECIALIZED SERVICES | -125.04       |
| TOTAL GENERAL |            |       |      |                                   |                                     |  | -\$134,298.28 |

Accrual Basis Wednesday, February 04, 2026 06:00 PM GMTZ



**COUNTY OF SAN MATEO  
DEPOSIT PERMIT**

Permit Number