



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

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

Tuesday, April 14, 2026, at 7:00 p.m.

at the District offices of the
Broadmoor Police Protection District at
388 Eighty-Eighth Street
Broadmoor Village, 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

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, April 14, 2026, at 7:00 p.m.

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

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

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

**NO ANIMALS EXCEPT REGISTERED SERVICE ANIMALS
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**RULES OF ORDER AND DECORUM SET FORTH
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1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **SPECIAL ADMINISTRATIVE BUSINESS** (Via Zoom)

(a) Action to approve and sign a written contract with Stephanie D. Smith to serve as Special District Clerk and directing Chairman Aguerre to sign the contract on behalf of the District. (From Agenda Item 7(a) on the March 10, 2026, Agenda.)

(b) Appointment /swearing-in of Stephanie D. Smith as Special District Clerk effective April 14, 2026. (From Agenda Item 7(a) on the March 10, 2026, Agenda.)

4. **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.*

5. **CHIEF OF POLICE REPORT**

Chief Connolly will deliver his report.

6. **CONSENT AGENDA**

PREVIOUS MINUTES

(a) Approval of Minutes of March 10, 2026, regular meeting.

TREASURER'S REPORT

(b) Approval of April 2026 Warrants and Deposits.

7. **CLOSED SESSION** [Potential litigation - Government Code §54954.5(c)]

(a) Further discussion without any action in Closed Session regarding subrogation claim for \$11,984.43 by Drive Insurance. [From Agenda Items 6(a) and 7(f) on March 10, 2026, Agenda.]

8. **REGULAR BUSINESS**

(a) Report all reportable action taken in Closed Session.

(b) Discuss and approve contract with County for School Crossing Guards. (From Agenda Item 7(c) on February 10, 2026, Agenda.)

(c) Further discussion and possible action to adopt proposed Resolution 2026-2 authorizing the Chief of Police / District Manager to settle and compromise claims against the District up to \$5,000, and to report such action in writing to the Police Commission. (From Agenda Item 7(b) on March 10, 2026, Agenda.)

9. ADJOURNMENT

Motion to adjourn this meeting and set the next regular meeting of the Police Commission on May 12, 2026, at 7:00 p.m. at 388 Eighty-Eighth Street, Broadmoor Village, California.

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

MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND

**AGREEMENT FOR PART-TIME
SPECIAL DISTRICT CLERK**

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This Agreement ("Agreement") is made this 14th Day of April 2026, between the BROADMOOR POLICE PROTECTION DISTRICT OF SAN MATEO COUNTY, a California special district ("District"), and STEPHANIE D. SMITH ("Smith"), an independent contractor, and they mutually promise and agree as follows:

1. RECITALS

1.1. The District is a police protection district formed and existing under, by and pursuant to Health and Safety Code §20000, *et seq.* for the purpose of providing police protection and related services to an unincorporated area of San Mateo County commonly known and denominated as Broadmoor or Broadmoor Village.

1.2. The District and Smith agree that Smith, as an independent contractor, will provide to the District services as Special District Clerk, as more fully delineated in Section 5, on an hourly basis subject to the terms and conditions set forth in this Agreement.

1.3. The purpose and object of this Agreement is to memorialize in a formal written Agreement between the District and Smith wherein and whereby Smith will provide services to the District as Special District Clerk and the District will pay to Smith compensation therefor as provided herein.

2. ENGAGEMENT OF SERVICES

2.1. The District agrees to engage the services of Smith as its Special District Clerk as specified in Section 5 on the terms and conditions set forth herein. Smith accepts such contractual engagement on such terms and conditions.

2.2. Smith's engagement as Special District Clerk is for the term set forth in Section 3. Smith shall serve at the sole and exclusive pleasure of the Police Commission subject to the terms and conditions hereof. Either party may terminate this Agreement at any time for any reason, or for no reason at all, as provided in Section 7 of this Agreement.

2.3. Smith will become and shall serve as the District's Special District Clerk commencing April 14, 2026.

2.4. Smith's performance of her obligations under this Agreement shall also be subject to the applicable provisions of the Broadmoor Police Commission Policy Manual ("Policy Manual"), including all terms specific to the responsibilities for District administration, and any and all District personnel policies and procedures. Likewise, Smith's appointment and duties as Special District Clerk will be subject to all written rules and policies of the Police Commission that would pertain to her.

3. TERM

3.1. This Agreement will commence on April 14, 2026, and shall remain in full force and effect until terminated as provided in Section 7.

4. HOURS OF SERVICE TO BE PROVIDED

4.1. Smith's hours of service each month will vary dramatically, most of which will be under her exclusive control. Smith agrees to keep detailed records of all time spent on all work she performs for and on behalf of the District. Under no circumstances will her work in any fiscal year exceed a total 960 hours. A fiscal year is defined as a period of twelve full, consecutive calendar months commencing on July 1 of any calendar year and ending on June 30 of the succeeding calendar year.

5. DUTIES

5.1. Smith's duties under this Agreement will be to proctor online meetings of the Police Commission and to perform other services normally, generally, commonly and regularly performed by a City or District Clerk, at the direction of the District Manager or the Police Commission, at meetings of the Police Commission and other such services that the parties from time to time orally or in writing agree upon.

5.2. All time spent by Smith for and on behalf of the District, with the exception attending meetings of the Police Commission at which Smith will serve as Special District Clerk, will be done solely on her schedule at her discretion over which the District will neither have nor exercise any control. With the exception of attendance at meetings of the Police Commission Smith will manage her own time as she sees fit.

6. COMPENSATION AND BENEFITS

6.1. For the services rendered by Smith under this Agreement, the District will pay to Smith compensation at the rate of \$60 per hour or fraction thereof. An hour shall be divided into tenths of an hour, which equals six minutes per each tenth of an hour. Smith shall charge for her time in tenths of an hour.

6.2. Except as provided in Section 6.3 of this Agreement the compensation paid to Smith pursuant to Paragraph 6.1 shall be all-inclusive. As a provider of services on a contract basis she shall receive no benefits of any kind, including, but without limitation to, pension or retirement benefits, worker's compensation coverage or benefits, accrued vacation, sick pay or other kinds of benefits of every kind and description ordinarily paid to or accrued by regular employees.

6.3. As provided in Section 6.2 the compensation paid to Smith is all-inclusive, except for any reasonable, necessary and actual out-of-pocket expenses she might incur in connection with her duties as Special District Clerk. Absent an emergency, any single expense in excess of \$50 shall first require the express approval of the District Manager. In the event of an emergency where Smith might incur an expense in excess of \$50 without first obtaining approval, she shall as soon thereafter as practical report to the District Manager any such expense she has incurred.

6.4. As provided in Section 4.1 Smith will keep detailed records of the time she spends providing services to the District pursuant to this Agreement. She will present on a monthly basis, as close as possible to the First Day of each calendar month, a detailed billing statement for all services rendered during preceding month.

7. TERMINATION

7.1. This Agreement shall terminate upon the earliest of any of the following events:

7.1.1. By Smith upon giving to District not less than 30 days' written notice of her election to terminate this Agreement; or,

7.1.2. By the District upon giving to Smith not less than 30 days' written notice of its election to terminate this Agreement; provided, however, if the termination is for good cause the District may elect to terminate this Agreement immediately upon giving written notice of such election to immediately terminate this Agreement; or,

7.1.3. On the first anniversary of this Agreement or each anniversary thereafter if extended in writing before an anniversary date; or,

7.1.4. Immediately, or on any specified date, upon the mutual written agreement of the parties.

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8. ENTIRE AGREEMENT

8.1. This writing constitutes the sole, entire, integrated and exclusive agreement between the parties respecting the subject matter of this Agreement. Any agreements, contracts, contract terms or conditions, understandings, promises or representations not expressly set forth or referenced herein are set aside, vacated, null, void, terminated, invalid and of no force or effect upon the operative date of this Agreement.

9. GOVERNING LAW

9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the District is located shall be the proper venue for any state or federal court litigation concerning the enforcement or construction of this Agreement.

10. NOTICES

10.1. Any notice to be given to Smith will be sufficiently served, and shall be deemed properly given, if such notice is given to her personally or if it is deposited in the United States Mail, regular pre-paid mail, addressed to her at her most recent residence address as shown on the District records and to her email address of record. Any notice to be given by Smith to the District will be addressed to the District Board and delivered or mailed to the District Secretary at the District offices and by email to the Chief of Police / District Manager. Service of notice shall be deemed complete when it is placed into the United States Mail for collection by the postal authorities.

11. RECITALS AND CAPTIONS

11.1. The recitals set forth in this Agreement are intended to be used in interpreting this Agreement. The captions used are merely for convenience and are not a part of this Agreement.

12. SUCCESSORS AND ASSIGNS

12.1. This Agreement is personal to Smith. She may not transfer or assign the Agreement or any part of it without the written agreement of the District.

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13. AMENDMENTS

13.1. This Agreement may be amended only by a subsequent written amendment approved and signed by the parties. Any amendment by the District must be approved by the Police Commission in Open Session at a duly noticed public meeting. Individual Commissioners do not have the authority, express or implied, to amend, modify, waive or in way alter this Agreement or any of its terms and conditions.

14. WAIVER

14.1. The waiver at any time by either party of its rights with respect to a default or other matter arising out of or in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

15. TIME

15.1. Time is of the essence in the performance of this Agreement and therefore is a material part it.

16. CONSTRUCTION AND INTERPRETATION

16.1. In the event a court of competent jurisdiction determines that any part of this Agreement is invalid for any reason, the remainder of this Agreement shall survive and continue in full force and effect without regard to the part of this Agreement that is held invalid.

16.2. If any term or condition is inconsistent with a term or condition of the Policy Manual or any other District policy or procedure, the provisions of this Agreement shall control unless contrary to law, in which event the prevailing law shall control.

17. COUNTERPARTS

This agreement may be signed in counterparts.

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18. DIGITAL SIGNATURES

A digital or electronic signature shall have the same force and effect as an original signature and shall be deemed an original signature.

Executed this Fourteenth Day of April 2026.

**BROADMOOR POLICE PROTECTION
DISTRICT**

STEPHANIE D. SMITH

By: _____
JOHN V. AGUERRE,
Chairman

Approved as to form:

PAUL M. DAVIS, ESQ.
District Counsel

OATH OF OFFICE

(California Constitution Article XX §3)

Special District Clerk
Duties and Office

I, STEPHANIE D. SMITH, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

STEPHANIE D. SMITH

Subscribed and Sworn to before me this
Fourteenth Day of April 2027.

JOHN V. AGUERRE, Chairman
Broadmoor Police Commission

BROADMOOR POLICE PROTECTION DISTRICT

OFFICE OF DISTRICT COUNSEL

STAFF REPORT

TO : Hon. Ralph Hutchens, Hon. John Aguerre, Hon. Andrea Hall
FROM: Paul M. Davis, District Counsel
DATE: April 14, 2026
RE : School Crossing Guards

INTRODUCTION

On December 1, 2025, I submitted to the Commission a Staff Report relating to the School Crossing Guards for which the District has been paying and getting reimbursed by the County. See attached Staff Report of December 1, 2026.

At the meeting of the Police Commission, at my request, the Commission declined to approve a new contract for the School Crossing Guard program and re-referred the matter to me for resolution.

I am pleased to report that the issue has been resolved and a form of Contract that meets with my approval has been proffered by the County, a copy of which is attached to this Staff Report.

PROPOSAL

In an effort to retain the School Crossing Guard program through this school year, which ends by June 30, 2026, the proposed contract will achieve that goal with essentially no risk to the District. All of the issues raised in my Staff Report of December 1, 2026, have been worked out with County Counsel.

CONCLUSION

I recommend that the Commission approve and adopt the proposed Contract that is attached to this Staff Report.

Respectfully submitted,

Paul M. Davis

(digitally signed)

Paul M. Davis
District Counsel

Agreement No. _____

**AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND BROADMOOR POLICE
PROTECTION DISTRICT**

This Agreement is entered into this ____ day of _____ (Effective Date of this Agreement) 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 "Grantee" or the "District."

* * *

WHEREAS, the County will provide a grant to the District for the purpose of funding the matters set forth in the Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the Grant to Grantee 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—Project Description
Exhibit B—Invoicing

2. Grant

County hereby grants to Grantee a sum not to exceed One Hundred Ten Thousand Dollars and No Cents (\$110,000) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice or invoices. Invoices should be accompanied by back-up documentation (e.g., receipts for services rendered related to the Project, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows:

- **Payment 1-** Invoice for \$24,637.45, upon submission of receipts/invoices showing expenditures and proof of performance, consistent with Ex. B.
- **Payment 2-** Invoice for \$25,109.71, upon submission of receipts/invoices showing expenditures and proof of performance, consistent with Ex. B.
- **All Future Payments** – To be paid consistent with Ex. B.

INVOICES: Requests for Grant disbursement should be (1) on the organization's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Department of Public Works
Kevin Fehr
555 County Center 5th Floor
Redwood City, CA 94063

Agreement No. _____

Email: kfehr@smcgov.org
Phone: (650) 599-1423

3. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin on the above-noted Effective Date and continue through June 30, 2026, ("Termination Date"). This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants. Grantee's obligations under this Agreement shall end and terminate on the Termination Date. The County's obligation to compensate Grantee after the Termination Date for services provided up to the Termination Date shall continue until the County's obligation to compensate Grantee is fully satisfied. This post-Termination Date obligation takes into account that there will be a period of time after the Termination Date for the County to process payments for services provided up to the termination date.

4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee 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. Project Administration

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written materials to the County's authorized representative in accordance with Exhibit B. **Assignability and Subcontracting**

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

6. Merger Clause; Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, 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 Grant 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.

7. 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.

Agreement No. _____

8. 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 Grantee, to:
Department of Public Works Kevin Fehr 555 County Center 5 th Floor Redwood City, CA 94063 Email: kfehr@smcgov.org Phone: (650) 599-1423	Broadmoor Police Department Attn: Michael P. Connolly (COP/DM) 388 Eighty-Eighth Street Broadmoor Vlg., CA 94015-1717 Email: mconnolly@pd.broadmoor.ca.us Phone: (650) 755-3840

9. Electronic Signature

Both County and Grantee 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 Grantee:

(signature)
Authorized Representative
Grantee

Date

Broadmoor Police Protection District

Name of Grantee

John V. Aguerre
Chairman, Broadmoor Police
Commission

(please print name)
Authorized Representative
Grantee

Agreement No. _____

For County:

(Signature)
Authorized Designee
County of San Mateo

Date

(please print name)
Authorized Designee
County of San Mateo

PROPOSED

Agreement No. _____

Exhibit A

The County and Grantee agree that the Grant funds shall only be used to further the goals of the following Project, described below:

The grant funds will be used by Grantee for the placement of crossing guards at four intersections in Unincorporated San Mateo County. The parties understand and agree that the Grantee shall use the Grant funds to contract with third party providers to provide the crossing guard services referenced in this Exhibit A. Such third party providers shall have commercially reasonable liability insurance covering the services set forth herein.

<u>Item</u>	<u>Amount</u>
1. Crossing Guards at four intersections in Unincorporated San Mateo County	\$110,000

In no event shall the County's fiscal obligation under this Agreement exceed \$110,000.00.

PROPOSED

Agreement No. _____

Exhibit B

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A.

Payment will be made within 30 days of receipt of an adequate invoice by the County. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

Grantee shall provide County with a written itemized invoice that allows the County to reconcile the work performed. Grantee shall provide a description of expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips.

Grantee shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.

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

Pursuant to Section 2 of the Grant Agreement, County's fiscal obligation shall not exceed \$110,000.

Remit invoices to:

Department of Public Works
Kevin Fehr
555 County Center 5th Floor
Redwood City, CA 94063
Email: kfehr@smcgov.org
Phone: (650) 599-1423

PROPOSED

BROADMOOR POLICE PROTECTION DISTRICT

OFFICE OF DISTRICT COUNSEL

TO : Michael P. Connolly, ICOP

FROM: Paul M. Davis, District Counsel

DATE: December 1, 2025

RE : Contracts for School Crossing Guards

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 exhibits¹ 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.

¹ 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; [¶16]

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; [¶16.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; [¶17]

5. It would impose upon the District the obligation to ensure full compliance with all non-discrimination laws; [¶18.a]

6. It would impose upon the District the obligation to ensure that the vendor is an equal opportunity employer; [¶18.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; [¶18.c]

8. It would impose upon the District the vendor's compliance with the County's equal benefits ordinance; [¶18.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; [¶18.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); [¶18.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; [¶18.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; [¶18.g]

13. It would impose upon the District the obligation to ensure that the vendor fully complies with the County Living Wage Ordinance; [¶18.h]

14. It would impose upon the District the obligation to comply with the Levine Act; [¶18.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, [¶19]

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.²

² 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.³

Respectfully submitted,

Paul M. Davis

(digitally signed)

Paul M. Davis
District Counsel

³ The situation here is unique in that 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 Ann M. Stillman, Director 555 County Center, 5th Floor Redwood City, CA 94063 Email: astillman@smcgov.org Phone: (650) 363-4100	Broadmoor Police Protection District Michael P. Connolly, Interim Chief of Police 388 Eighty-Eighth Street Broadmoor, CA 94015 Email: mconnolly@pd.broadmoor.ca.us 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.

PROPOSED

* * *

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:

Broadmoor Police Protection District

(signature)
Authorized Representative
District

Date

Name of District

(please print name)
Authorized Representative
District

For County:

Director of Public Works

(Signature)
Authorized Designee
County of San Mateo

Date

Job Title (please print)

Ann M Stillman

(please print name)
Authorized Designee
County of San Mateo

PROPOSED

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>
	TOTAL	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>
	TOTAL	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 87th 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>
	TOTAL	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>
	TOTAL	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 87th 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>
	TOTAL	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>
	TOTAL	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>
	TOTAL	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>
	TOTAL	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, 5th Floor
Redwood City, CA 94063
Email: DPW_Accounting@smcgov.org
Phone: (650) 363-4100

PROPOSED

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

CONTRACTOR

Broadmoor Police Protection District

All City Management Services, Inc.

By _____
Signature

By Demetra Farwell
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date May 1, 2025

PROPOSED

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		180		\$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

PROPOSED

BROADMOOR POLICE PROTECTION DISTRICT

OFFICE OF DISTRICT COUNSEL

STAFF REPORT

TO : Hon. Ralph Hutchens, Hon. John Aguerre, Hon. Andrea Hall
FROM: Paul M. Davis, District Counsel
DATE: April 14, 2026
RE : Delegation of authority to compromise and settle small claims

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 and 949)

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 and 949. 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)

Paul M. Davis
District Counsel

BROADMOOR POLICE PROTECTION DISTRICT

POLICE COMMISSION

RESOLUTION NO. 2026-2

**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 and 949**

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 and 949 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 14th Day of April 2026.

Ayes:

Noes:

Abstain / Absent:

Attest:

Michael P. Connolly
Chief of Police / District Manager

Hon. Andrea M. Hall, Secretary

04. APRIL COMMISSION MEETING 2026

Broadmoor Police Department

March 4-April 8, 2026

	Date	Type	Num	Name	Memo	Account	Amount
SMCO - General Fund							
	03/10/2026	Check	9823	MARIA LAO	APN 006-121-310 620 MIDWAY AVE	4001 Property Tax Adjustment Refund	-2,925.24
	03/10/2026	Check	9824	JAMES HENDEL & ROSINA CHEN	APN 006-105-030 807 LARCHMONT DR.	4001 Property Tax Adjustment Refund	-2,561.16
	03/10/2026	Check	9825	TIMOTHY & THONG NGO	APN 006-163-040 26 VILLAGE LN.	4001 Property Tax Adjustment Refund	-2,127.66
	03/10/2026	Check	9826	ZHENG QING QING & LI JIE CI TR	APN 006-184-120 1811 LOUVAINE DR.	4001 Property Tax Adjustment Refund	-4,255.32
	03/10/2026	Check	9827	PAUL NANNINI & LARRY NANNINI & SUSAN L	APN 008-121-020 320 A ST	4001 Property Tax Adjustment Refund	-1,014.33
	03/10/2026	Check	9828	PAUL NANNINI & LARRY NANNINI & SUSAN L	APN 008-121-140 305 B ST	4001 Property Tax Adjustment Refund	-1,014.33
	03/10/2026	Check	9829	NORBY & ANA ERAZO-HUEZO	APN 006-154-040 303 87TH ST	4001 Property Tax Adjustment Refund	-630.90
	03/10/2026	Check	9830	BILL LIANGE & XIAO ROXY SHAO LING	APN 006-154-040 206 VILLAGE LN	4001 Property Tax Adjustment Refund	-1,261.80
	03/10/2026	Check	9831		VOIDED		0.00
	03/11/2026	Check	9832	Productive Printing	INV 39099 VEH REL, ACCIDENT CARDS	5199 - OFFICE EXPENSE (new)	-325.06
	03/11/2026	Check	9833	Chase Card Services	DUE 03/19/2026	5199a-General	-4,351.17
	03/11/2026	Check	9834	VERDANT	INV 906052956, ..30561..30562	5638-UTILITIES	-654.14
	03/11/2026	Check	9835	Wave	INV 129949201, 103745901	5638-UTILITIES	-776.38
	03/11/2026	Check	9836	NevTec	INV 45570	5858-PROFESSIONAL CONTRACT SERV	-4,086.80
	03/11/2026	Check	9837	BAY CITY ELECTRIC WORKS	INV W326191 ACCOUNT BRO12	5478-GENERAL CONTRACT MAINTENANCE	-439.70
	03/11/2026	Check	9838	COLANTUONO, HIGHSMITH, WHATLEY PC	INV 69537/FEB 2026	5341-LEGAL SERVICES	-358.00
	03/11/2026	Check	9839	on24web	INV 0003011 ZOOM INTEGRATION PYMT #2	5876-PROFESSIONAL SPECIALIZED SERVICES	-750.00
	03/11/2026	Check	9840	Peninsula Uniforms	INV 218076, 219857, 220523	5121-UNIFORMS AND SAFETY EQUIP	-454.78
	03/11/2026	Check	9841	K WEST AUTO CARE	RO 223975 2020 EXPLORER	5455-VEHICLE MAINTENANCE EXPENSE	-2,170.00
	03/12/2026	Check	9842	STATE COMPENSATION INSURANCE FUND	INV 1003042565 MARCH 2026	6731-INSURANCE NON MEDICAL AND EDD	-3,214.16
	03/12/2026	Check	9843	Daly City Auto Repair	INV 107926	5455-VEHICLE MAINTENANCE EXPENSE	-91.97
	03/12/2026	Check	9844	City of Daly City	WATER 12/22/25-02/23/26	5638-UTILITIES	-139.38
	03/12/2026	Check	9845	Davis Law Firm	FEBRUARY 2026	5341-LEGAL SERVICES	-5,888.75
	03/12/2026	Check	9846	AT&T-Calnet	INV 24861881	5638-UTILITIES	-349.82
	03/12/2026	Check	9847	Experlan	INV 6000230184 FEB 2026	5876-PROFESSIONAL SPECIALIZED SERVICES	-225.00
	03/12/2026	Check	9848	GREAT AMERICA FINANCIAL SVS	INV 41465958 COPIER LEASE	5478-GENERAL CONTRACT MAINTENANCE	-258.35
	03/12/2026	Check	9849	TEA	INV 49777	MAINTENANCE & REPLACEMENT	-185.00
	03/12/2026	Check	9850	Cintas	INV 8408165651	5876-PROFESSIONAL SPECIALIZED SERVICES	-168.30
	03/12/2026	Check	9851	LexisNexis	INV 1100274162 FEB 2026	5876-PROFESSIONAL SPECIALIZED SERVICES	-200.00

	03/18/2026	Check	9852	Public Storage	APRIL RENT #2181	5638-UTILITIES	-809.00
	03/18/2026	Check	9853	Public Storage	APRIL RENT COMR02	5638-UTILITIES	-480.45
	03/18/2026	Check	9854	AAA Smart Home	INVS 98756833/9655096	5478-GENERAL CONTRACT MAINTENANCE	-464.20
	03/18/2026	Check	9855	LC Action Police Supply	INV 485884	5121-UNIFORMS AND SAFETY EQUIP	-350.57
	03/18/2026	Check	9856	COUNTY SAN MATEO TECH SVS DEPT	FEBRUARY 2026	5858-PROFESSIONAL CONTRACT SERV	-82.25
	03/18/2026	Check	9857	PG&E	DUE 03/27/26	5638-UTILITIES	-1,384.19
	03/18/2026	Check	9858	VERDANT	ID#9778003/INV 906066761	5638-UTILITIES	-143.62
	03/18/2026	Check	9859	DBA FINANCIAL, INC	ACCT 271102342 PYMT 9 OF 9	6731-INSURANCE NON MEDICAL AND EDD	-41,316.65
	03/18/2026	Check	9860	BERKSHIRE HATHAWAY	DUE 04/01/2026	6731-INSURANCE NON MEDICAL AND EDD	-3,680.00
	03/18/2026	Check	9861	Kaiser Foundation Health Plan	APRIL 2026	4413 HEALTH PLAN	-17,227.10
	03/18/2026	Check	9862	AT&T Mobility-FirstNet	INV 03102026	5638-UTILITIES	-549.64
	04/02/2026	Check	9863	NAPA AUTO PARTS	2901062/CREDIT FROM 291082	5455-VEHICLE MAINTENANCE EXPENSE	-555.24
	04/02/2026	Check	9864	NevTec	INVS 45871, 45831, 46033	5858-PROFESSIONAL CONTRACT SERV	-7,408.60
	04/02/2026	Check	9865	Chase Card Services	DUE APRIL 19	5199a-General	-2,814.06
	04/02/2026	Check	9866	VERDANT	906084489 CONTRACT IDS 9778000,	5638-UTILITIES	-553.63
	04/02/2026	Check	9867	4 SEASON CARPET CLEANING	INV 12708	5156-CLEANING & JANITORIAL SUPPLIES	-350.00
	04/07/2026	Check	9868	Sandle Amott San Mateo Co.Tax Collector	PARCEL #104-330-010 DUE 04/10/25	4400 - Fed/State Tax	-452.27
	04/07/2026	Check	9869	Flyers Energy, LLC	INV 4535848, 4553042, 4570308	5416-FUEL AND LUBRICATION	-4,469.58
- General Fund Cash							-\$123,968.55
Petty Cash							
	03/11/2026	Check	4999	VICTORY TACTICAL GEAR	INV 26-023	5121-UNIFORMS AND SAFETY EQUIP	-887.11
	03/11/2026	Check	5000	Ninnescah Valley Bank	CHEVY LEASE 34 OF 60	7311-VEHICLES & EQUIPMENT	-926.55
Total for Petty Cash							\$1,813.66

