

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 21, 2024**

CLERK OF THE BOARD
2024 SEP 3 PM 1:58

COSD CLERK OF THE BOARD
2024 SEP 3 PM 1:58

MINUTE ORDER NO. 1

**SUBJECT: SHERIFF - AUTHORIZATION TO EXTEND USER AGREEMENTS FOR THE
CALIFORNIA IDENTIFICATION SYSTEM/REMOTE ACCESS NETWORK
(DISTRICTS: ALL)**

OVERVIEW

The California Identification System/Remote Access Network (Cal-ID/RAN) is a statewide system that provides local law enforcement agencies with direct access to local, state, and federal automated fingerprint, palm print, photo systems and databases. This statewide system allows for the rapid identification of persons booked into detention facilities and latent prints lifted from crime scenes. The Sheriff's Department serves as San Diego County's Cal-ID/RAN administrator, and membership includes all 18 cities in the region.

Cal-ID/RAN is funded in part by user fees collected from the cities. User agreements between the County and the cities outline agency contributions towards the shared costs of the program which is estimated to be \$7 million for Fiscal Year 2024-25. The current user agreements that began July 1, 2019 are set to expire on June 30, 2024.

Today's action requests the County of San Diego Board of Supervisors (Board) to approve and authorize the extension of the Sheriff's current Cal-ID/RAN user agreements for a period of two years from July 1, 2024, through June 30, 2026. The two-year extension is requested in lieu of a new five-year agreement, so that the user fee collection process can be reviewed.

RECOMMENDATION(S)

SHERIFF

1. Approve and authorize the Clerk of the Board of Supervisors to accept and execute upon receipt Cal-ID/RAN user agreements for the following estimated amounts with the cities of Carlsbad (\$25,000), Chula Vista (\$56,000), Coronado (\$5,000), Del Mar (\$1,200), El Cajon (\$24,000), Encinitas (\$13,000), Escondido (\$35,000), Imperial Beach (\$5,000), La Mesa (\$15,000), Lemon Grove (\$6,500), National City (\$16,000), Oceanside (\$44,000), Poway (\$8,500), San Diego (\$331,000), San Marcos (\$17,000), Santee (\$10,000), Solana Beach (\$3,000), and Vista (\$22,000) for an extension period of two years from July 1, 2024, through June 30, 2026.
2. Authorize the Sheriff to execute all required agreement documents, including extensions, amendments or revisions thereto that do not materially impact either the program or funding level.

EQUITY IMPACT STATEMENT

Offender identification is crucial in the criminal justice process to deliver offender accountability and bring justice and healing to victims. The California Identification System/Remote Access Network (Cal-ID/RAN) provides local law enforcement agencies with direct and quick access to local, state, and federal automated fingerprint, palm print, photo systems and databases. Since this statewide system allows for the rapid identification of persons booked into detention facilities and latent prints lifted from crime scenes, law enforcement agencies can more efficiently identify individuals involved in

crimes and exonerate the innocent. This creates a more equitable process when using fingerprints to identify individuals involved in crime cases.

SUSTAINABILITY IMPACT STATEMENT

Today's action to extend the user agreements supports the County of San Diego's Sustainability Goal of providing just and equitable access for victims of crimes and those that may have wrongfully been accused in a crime. The Cal-ID/RAN program ensures that there is expedient and accurate identification, which is a critical component of serving justice and holding the responsible parties accountable for their actions.

FISCAL IMPACT

There is no fiscal impact associated with this request in the current year. If approved, this request will result in estimated annual costs and revenue of \$637,200. Funds for this request are included in the Fiscal Year 2024-25 CAO Recommended Operational Plan for the Sheriff's Department. Future costs and revenue will be included in future Operational Plans for the Sheriff's Department. The funding source is California Identification System/Remote Access Network funds. There will be no change in net General Fund costs and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Desmond, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Anderson, Lawson-Remer, Montgomery Steppe, Desmond

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors



Signed

by Andrew Potter

MAY 21, 2024

**AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S
CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK**

THIS AGREEMENT ("Agreement") is made and entered into this first day of July, 2024, by and between the County of San Diego, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and the City of San Diego, a municipal corporation, hereinafter referred to as the "CITY."

RECITALS

- A. The state of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos, said system being known as the California Identification System and Cal-Photo, and hereinafter referred to as "CAL-ID."
- B. The California Penal Code, Section 11112.1 et seq. provides for the establishment of a Remote Access Network ("RAN"), consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to CAL-ID.
- C. The San Diego County Sheriff's Department, hereinafter referred to as "SHERIFF," is the COUNTY'S proprietary agency for San Diego County's California Identification System/Remote Access Network, hereinafter referred to as "CAL-ID/RAN."
- D. The COUNTY's CAL-ID/RAN is governed by the COUNTY's Local CAL-ID/RAN BOARD, established pursuant to Section 11112.4 of the California Penal Code, and hereinafter referred to as the "RAN BOARD."
- E. CAL-ID/RAN provides tenprint, latent fingerprint, latent palm print, and photo identifications through the use of Local Input Terminals, hereinafter referred to as "LIT's."
- F. The CITY desires to participate in CAL-ID/RAN.

NOW, THEREFORE, the parties hereto agree that the COUNTY shall provide CAL-ID/RAN services for the CITY through the SHERIFF's LIT site, subject to the following terms and conditions.

1. SCOPE OF SERVICE

SHERIFF shall provide CAL-ID/RAN services for the CITY, including all tenprint, fingerprint, palm print, and photo inquiries.

2. CALCULATION AND PAYMENT OF CAL-ID OPERATIONAL COSTS

- 2.1. Ongoing CAL-ID Operational Costs shall include those costs needed to maintain the CAL-ID Program. This includes but is not limited to:
 - 2.1.1. Support personnel costs.
 - 2.1.2. Equipment costs.
 - 2.1.3. Equipment maintenance.
 - 2.1.4. Vehicle costs.
 - 2.1.5. Information technology telecommunication maintenance.
 - 2.1.6. Services and supplies.
 - 2.1.7. Overhead.
 - 2.1.8. The cost for replacing the equipment amortized over ten years.
 - 2.1.9. Funding for system enhancements authorized by the RAN BOARD.
 - 2.1.10. Other costs necessary for the operation for CAL-ID as authorized by the RAN BOARD.
- 2.2. The COUNTY will adjust the CAL-ID Operational Costs annually.
- 2.3. The COUNTY may make a General Fund Contribution to offset CAL-ID Operational Costs.
- 2.4. The RAN BOARD may authorize the transfer of funds from the Sheriff's Fingerprint ID Trust Fund to offset Trust Fund-qualified CAL-ID Operational Costs.
- 2.5. Annual CAL-ID Operational Cost minus any Sheriff's Fingerprint ID Trust Fund contributions and any COUNTY General Fund contributions equals the annual net CAL-ID Operational Costs.

3. CITY COST

The CITY shall reimburse the COUNTY for its proportional share of the annual net CAL-ID Operational Costs associated with CAL-ID/RAN, based upon the following formula:

- 3.1. The CITY'S CAL-ID Cost Allocation Percentage is the mean of the CITY'S percentage of total county population and the CITY'S percentage of Number of FBI Crimes.
 - 3.1.1. The CITY'S percentage of total County population shall be based on the San Diego Association of Governments (SANDAG) most recent issue of "Population by Jurisdiction," contained in SANDAG "Thirty Years of Crime in the San Diego Region" report, which is published annually.
 - 3.1.2. The CITY'S percentage of Number of FBI Crimes shall be based on SANDAG's most recent issue of "Number of FBI Index Crimes by Jurisdiction," contained in "Thirty Years of Crime in the San Diego Region" report, which is published annually.

- 3.2. This percentage shall be adjusted annually using the most recent SANDAG data. The data for the first year of this Agreement has been set forth as Attachment A hereto.
- 3.3. The CITY agrees to the use of SANDAG "Thirty Years of Crime in the San Diego Region" report's "Population by Jurisdiction" and "Number of FBI Index Crimes by Jurisdiction" numbers as mentioned above in sections 3.1.1 and 3.1.2.
- 3.4. The CITY'S annual CAL-ID costs equals the annual net CAL-ID Operational Costs times the CITY'S CAL-ID Cost Allocation Percentage.
- 3.5. The CITY'S estimated CAL-ID costs for the first year of this Agreement are calculated on Attachment B, which is hereby made a part of this Agreement.
- 3.6. The Sheriff of the County of San Diego may, on behalf of the COUNTY, annually revise the CITY'S estimated CAL-ID costs (Attachment B), based on the most recent SANDAG population and FBI Crime Statistics in accordance with Section 3.1 and current CAL-ID Operational Costs specified in 2.1 above. Such estimate, when approved by the CITY and the Sheriff, acting on behalf of the COUNTY, shall be made a part of this Agreement as Attachment B.
- 3.7. The CITY shall be billed semi-annually based on its proportional share of the estimated ongoing net CAL-ID Operational Costs and shall pay the COUNTY for the aforementioned costs within thirty days from the date of the invoice for such costs.
- 3.8. Actual ongoing costs shall be calculated at the end of each fiscal year. Any overages or shortages based on actual costs will be transferred to or from the Sheriff's Fingerprint ID Trust Fund.
- 3.9. The COUNTY shall maintain a separate accountability for purposes of the Sheriff's Fingerprint ID Trust Fund and shall provide a financial report at the end of each fiscal year to the State of California.

4. SYSTEM OPERATING POLICIES AND PROCEDURES

- 4.1. The primary purpose of CAL-ID/RAN shall be to serve all law enforcement agencies in San Diego County.
- 4.2. The RAN BOARD may add or remove law enforcement agencies from CAL-ID/RAN.
- 4.3. Participating CITIES, and the COUNTY, shall abide by all State and Federal statutes, as well as all policies adopted by the COUNTY, the State of California, or the Local RAN Board concerning the security, privacy, and dissemination of

any and all tenprint, fingerprint, palm print, and photo identification data contained in CAL-ID/RAN.

- 4.4. The COUNTY, in its discretion, may enter into one or more agreements (“Vendor Contracts”) with third-party providers of hardware and software to obtain CAL-ID services for the COUNTY, and to provide such services to the CITY pursuant to this Agreement. The COUNTY shall provide to the CITY, and the CITY hereby acknowledges receipt of, any such Vendor Contracts pertaining to the services that the COUNTY provides to the CITY under this Agreement. The CITY shall observe and abide by all of the contractual duties of the COUNTY under any such relevant Vendor Contract. However, notwithstanding such undertaking, the CITY shall have no rights to enforce such a Vendor Contract against the COUNTY or any third-party provider, nor may the CITY seek damages against any such third-party provider under any theory of contract, including, without limitation, third-party beneficiary principles.
- 4.5. Operational policy shall be established and modified as deemed appropriate by the Local RAN BOARD. This policy shall ensure that each user is treated equitably, with primary consideration based on each user agency’s service population and crime rate.
- 4.6. The RAN BOARD shall resolve any dispute between users over operational policies established by the RAN BOARD.
- 4.7. The COUNTY shall ensure the proper and effective operation and maintenance of equipment used to participate in CAL-ID/RAN.
- 4.8. The COUNTY shall continue forwarding electronic prints submitted via live scans for arrests to the Department of Justice as required by law.
- 4.9. This Agreement incorporates by reference: California Penal Code Section 11112.1 et seq. and any related legislation enacted thereto; State Department of Justice CAL-ID/RAN Master Plan and any changes thereto; State Department of Justice CAL-ID/RAN Policy Manual and any changes thereto; and the San Diego County Local RAN BOARD Operating Policies.

5. AMENDMENTS OR MODIFICATIONS

This Agreement may only be modified, amended, or otherwise changed by an amendment in writing executed by the CITY and the COUNTY.

6. TERMINATION

Notwithstanding any other section or provision of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

7. TERM OF AGREEMENT


This Agreement shall take effect retroactively July 1, 2024 and unless terminated sooner as provided for herein, shall terminate on June 30, 2026.

8. INDEMNIFICATION

The COUNTY shall not be liable for, and the CITY shall defend, indemnify and hold the COUNTY, its officers, agents and employees, harmless from any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the performance of this Agreement, arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of the County, its officers, agents, employees and contractors.

IN WITNESS WHEREOF, the COUNTY OF SAN DIEGO executes this AGREEMENT pursuant to action taken by its Board of Supervisors, and the City of San Diego executes this AGREEMENT, pursuant to action taken by the City Council.

COUNTY OF SAN DIEGO

By 
Clerk, Board of Supervisors

APPROVED AS TO FORM AND
LEGALITY

By 
Deputy County Counsel

CITY OF SAN DIEGO

By  3/26/2025
Director, Purchasing and Contracting

APPROVED AS TO FORM AND LEGALITY

By _____
City Attorney



Attachment A
Cal-ID Cost Allocation
Based on Population and Crime
Fiscal Year 2024-25

City	Population*	% of County Population	FBI Number of Crimes	% Of County Crime	Mean of %s
Carlsbad	115,585	3.56%	2,135	3.49%	3.52%
Chula Vista	276,785	8.52%	4,671	7.63%	8.07%
Coronado	22,277	0.69%	462	0.75%	0.72%
Del Mar	3,929	0.12%	83	0.14%	0.13%
El Cajon	105,638	3.25%	2,125	3.47%	3.36%
Encinitas	61,515	1.89%	900	1.47%	1.68%
Escondido	150,679	4.64%	3,004	4.91%	4.77%
Imperial Beach	26,243	0.81%	338	0.55%	0.68%
La Mesa	60,472	1.86%	1,257	2.05%	1.96%
Lemon Grove	27,242	0.84%	597	0.98%	0.91%
National City	61,471	1.89%	1,574	2.57%	2.23%
Oceanside	173,048	5.33%	3,870	6.32%	5.82%
Poway	48,759	1.50%	499	0.82%	1.16%
San Diego	1,374,790	42.32%	31,188	50.94%	46.63%
San Marcos	93,585	2.88%	995	1.63%	2.25%
Santee	59,015	1.82%	759	1.24%	1.53%
Solana Beach	12,812	0.39%	217	0.35%	0.37%
Vista	100,291	3.09%	1,574	2.57%	2.83%
Unincorporated	474,577	14.61%	4,973	8.12%	11.37%
	3,248,713	100.00%	61,221	100.00%	100.00%

**Population figures are based on current California Department of Finance estimates. Source: SANDAG
Population and Housing Estimates v2022*

Attachment B
Cal-ID Contract Projections by Agency - FY 2024-25

User Fee Allocation

City/Jurisdiction	Allocation Percentage	Estimated FY 2024/25 Cost
Carlsbad	3.52%	\$25,222
Chula Vista	8.07%	\$57,815
Coronado	0.72%	\$5,156
Del Mar	0.13%	\$918
El Cajon	3.36%	\$24,067
Encinitas	1.68%	\$12,042
Escondido	4.77%	\$34,171
Imperial Beach	0.68%	\$4,868
La Mesa	1.96%	\$14,014
Lemon Grove	0.91%	\$6,493
National City	2.23%	\$15,978
Oceanside	5.82%	\$41,700
Poway	1.16%	\$8,291
San Diego	46.63%	\$333,875
San Marcos	2.25%	\$16,131
Santee	1.53%	\$10,942
Solana Beach	0.37%	\$2,681
Vista	2.83%	\$20,256
Unincorporated	11.37%	\$81,378
Total User Fees	100.00%	\$716,000.00



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 26, 2025

COSD CLERK OF THE BOARD
2025 APR 1 AM 11:55

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH ACTIVATED EVENTS LLC.

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

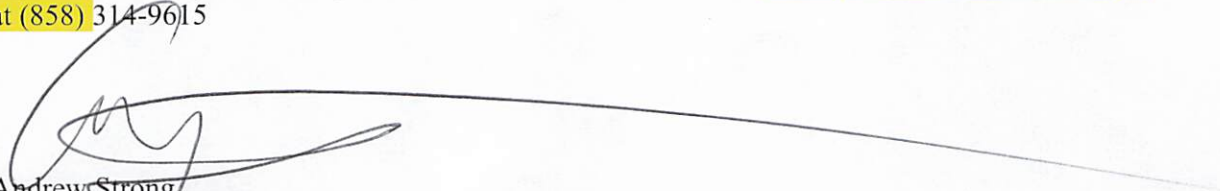
Enclosed is a revenue agreement with the Activated Events LLC and the County of San Diego, Sheriff's Office, for law enforcement security services for Boots in the Park, on April 5, 2025 to April 6, 2025.

The value of this contract will not exceed \$45,219.13. The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615


Andrew Strong
Deputy Chief Administrative Officer

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 3/26/25 Department: SHERIFF
Contract Begin Date: 4/5/25 End Date: 4/6/25 Grant: NO
*Oracle Award #: 508294 Org #: 39447 Amount: \$45,219.13
Contact Person: Christy Moreno Phone #: (858) 314-9615
Contracting Agency/Grantor: Activated Events LLC
Description: Law Enforcement Security Service for the Boots in the Park

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval:

Gapuz, Dane

Digitally signed by Gapuz, Dane
Date: 2025.03.26 15:29:20 -07'00'

Date:

03/26/2025

Approved By:

Group Finance Director:

Kam Malwan

Date:

3/26/25

County Counsel:

Mark Day

Date:

3/27/25

Chief Administrative Officer:

[Signature]

Date:

3/26/25

Office of Financial Planning:

[Signature]

Date:

4/1/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY

Init:

TK

OFP#:

25-73



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

From: Christy Moreno, (858) 314-9615		Bureau/Division, or Section: MSB- Contracts					Date: March 26, 2025						
Subject: Reimbursable Services Agreement- ACTIVE EVENTS LLC, BOOTS IN THE PARK on April 5, 2025- April 6, 2025 \$45,219.13													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <i>DG</i>			X										
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>			X						X				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i>			X						X				
4. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>			X						X				
5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>			X						X				
6. Andrew Potter, Clerk of the Board <i>AP</i>			X						X				X
7. _____													
8. _____													
9. _____													
10. _____													
COMMENTS: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop: 041 Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 26, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE ACTIVATED EVENTS LLC PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with Activated Events LLC to provide law enforcement security services for Boots in the Park on April 5, 2025 through April 6, 2025.

The value of this contract will not exceed \$45,21913. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG ACTIVATED EVENTS LLC, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #55**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 6th day of March 2025 by and between the Activated Events LLC (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Boots in the Park.
2. The term of this Agreement shall commence on April 5th, 2025, at 09:00AM and shall continue in effect through and terminate after April 6th, 2025, at 1:00AM.
3. COUNTY Coordinator of this Agreement shall be Sergeant Paul Bonanno, (619) 772-8784.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit or prepayment of the estimated charges. Failure to pay the deposit or prepayment will result in the cancellation of this agreement.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.
10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

- 10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

- 10.2. **Claims Arising From Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.3. **Claims Arising From Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.4. **Claims Arising From Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

- 10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.
- 10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
11. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:
- To REQUESTOR:
- Activated Events, LLC
(Event Name: Boots in the Park)
Lelani Kroeker
1927 Harbor Blvd #196 Costa Mesa CA 92627
951-808-7969
lelani@activatevents.com
- To SHERIFF:
- Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062
- A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.
12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in

writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

Lelani Kroeker
Activated Events

Dane Gapuz
Signature Title/Rank
Dane Gapuz
Sheriff's Contract Manager
Print Name

Lelani Kroeker Event Director
Signature Title/Rank
Lelani Kroeker
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel
Mark Day
Print Name

COUNTY OF SAN DIEGO

Andrew Potter
Signature- Clerk of the Board
Andrew Potter
Print Name

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals
DISTRIBUTION:
1 – Requestor

RSA Template, REV 06/13/19

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Sam Hahlem Date: 04/01/2025
Deputy Clerk of the Board Supervisors

1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

Boot In the Park March 2025						
	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL	
Deputy - 1st Shift	10	11.0		\$ 156.85	\$ 17,253.50	
Deputy - 2nd Shift	12	8.0		\$ 156.85	\$ 15,057.60	
Sergeant-SED & 1 Team	2	11.0		\$ 191.26	\$ 4,207.72	
Sergeant-Team 2 Team 3	2	8.0		\$ 191.26	\$ 3,060.16	
Add'l Positions: (Specify on Lines Below)					\$ -	
Dispatcher	1	11.0		\$ 110.33	\$ 1,213.63	
Lieutenant	1	8.0		\$ 218.61	\$ 1,748.88	
ABC Dep					\$ -	
ABC Sgt					\$ -	
Sergeant-Event	1	14.0		\$ 191.26	\$ 2,677.64	
				Sub-Total	\$ 45,219.13	
				TOTAL	\$ 45,219.13	
Vehicle Minimum or Mileage					\$ -	
Motorcycle Mileage					\$ -	
				TOTAL	\$ -	
Other Expenses: (List)					\$ -	
					\$ -	
				TOTAL	\$ -	
				TOTAL ESTIMATED COSTS	\$ 45,219.13	
*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPURT <u>AND</u> OVERHEAD.						

Contact the Sheriff's Department Contracts Management Unit at (858) 974-2236 for assistance.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 11, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN THE
PORT OF SAN DIEGO AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE
PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29**

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Port of San Diego and the County of San Diego, Sheriff's Office, for Contract for Property Safeguard and Investigation for Mentally Ill Patients, July 1, 2024 to June 30, 2029. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$249,999. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Rina Molina
Mail Stop: O-41
Rina.Molina2@sdsheriff.gov

If you have any questions regarding this request, please contact Rina Molina at (858) 480-5561.


Andrew Strong
Deputy Chief Administrative Officer



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

From: Rina Molina, (858) 480-5561		Bureau/Division, or Section: MSB- Contracts					Date: March 11, 2025						
Subject: THE PORT OF SAN DIEGO, Contract for Property Safeguarding and Investigation of Mentally Ill Patients on July 1, 2024 - June 30, 2029 \$249,999													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1.	Dane Gapuz, Contracts Manager <i>DG</i>		X						X				
2.	Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>		X						X				
3.	Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i>		X						X				
4.	Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
5.	Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X						X				
6.	Andrew Potter, Clerk of the Board <i>AP</i>		X						X				X
7.													
8.													
9.													
10.													
COMMENTS: Please email a copy and return two (2) signed copies of the agreement to Rina Molina, Contracts Division, Mail Stop: 041; Rina.Molina2@sdsheriff.gov. Thank you.													

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 3/11/25 Department: SHERIFF

Contract Begin Date: 7/1/2024 End Date: 6/30/2029 Grant: NO

*Oracle Award #: 507325 Org #: 39660 Amount: \$249,999

Contact Person: Rina Molina Phone #: (858) 480-5561

Contracting Agency/Grantor: PORT OF SAN DIEGO

Description: Law Enforcement Security Services for Contract for Property Safeguarding and Investigation of Mentally Ill Patients

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval:

Gapuz, Dane

Digitally signed by Gapuz, Dane
Date: 2025.03.11 11:03:11
-07'00'

Date: 03/11/2025

Approved By:

Group Finance Director:

[Signature]

Date: 3/13/25

County Counsel:

Mark Day

Date: 3/13/25

Chief Administrative Officer:

[Signature]

Date: 3/13/25

Office of Financial Planning:

[Signature]

Date: 3/19/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY

Init: TK

OFP#: 25-70



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 11, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN THE
PORT OF SAN DIEGO AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE
PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29**

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Port of San Diego to provide law enforcement security services for the Contract for Property Safeguard and Investigation for Mentally Ill Patients, on July 1, 2024 to June 30, 2029. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$249,999. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the contract for signatures.

This contract supports the Board of Supervisor's Living Safely Initiative of the County's Strategic Plan by ensuring the public's safety at this location.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Contracts Division

**AGREEMENT
BETWEEN
COUNTY OF SAN DIEGO
AND
THE PORT OF SAN DIEGO**

**FOR FIREARMS INVESTIGATION AND PRESERVING AND SAFEGUARDING
PERSONAL PROPERTY OF MENTALLY DISORDERED
PERSONS TAKEN INTO CUSTODY**

THIS AGREEMENT entered this 17th day of October 2024 by and between the COUNTY OF SAN DIEGO, herein called "COUNTY", and the PORT OF SAN DIEGO, herein called "PORT".

In consideration for the promises and covenants herein recited, the parties hereto agree as follows:

The COUNTY, through the San Diego County Sheriff's Office, hereinafter called "SHERIFF", shall provide services to fulfill the PORT's duties to take reasonable precautions to preserve and safeguard personal property of a person who, as result of a mental disorder, is taken into custody by the PORT through the Harbor Police Department under the authority of Welfare and Institutions Code (WIC) section 5150. Such services shall be provided in the following manner:

1. When any person is taken into custody by the PORT under the authority of Section 5150, and is placed in the San Diego County Psychiatric Hospital or in any other facility within the County of San Diego designated by the COUNTY and approved by the State Department of Health Care Services as a facility for 72-hour treatment and evaluation, the PORT shall notify SHERIFF that such person is in custody.

1.1) If such a person is transported within the County of San Diego to a facility for a 5150 hold, it is the responsibility of the PORT to notify the SHERIFF in writing within 24 hours before the duties of the SHERIFF shall commence by submitting a completed copy of the current San Diego County Law Enforcement Transport Sheet.

1.2) After receipt of written notification that such person is in custody, SHERIFF shall do the following:

a) Complete a comprehensive background investigation on the patient pertaining to but not limited to verifying the identity of the patient, firearms registered to the patient and firearm prohibitions the patient may have.

b) If PORT has requested follow-up based on safeguarding a patient's immediate property, the SHERIFF shall reasonably safeguard immediate property items; SHERIFF will check and/or secure a patient's residence, check on/secure a patient's vehicle which will be limited to assuring the vehicle is in the proper reported location and that it is secured. If PORT or the patient request follow up to check on a patient's animals, SHERIFF will check the status of animals, provide reasonable care, and may coordinate additional services with family members or animal services to take custody of animals if needed.

c) If PORT requests follow up in regards to involved firearms, the SHERIFF shall do so by monitoring the transfer process or removal of a patient's firearm(s) and/or seizing the firearm(s) as a result of a mental health firearm prohibition in pursuant to WIC 8013 (f)(1). The SHERIFF will not enter any residence without the lawful authority to do so; it should be noted that if a patient's firearm(s) need to be seized as a result of a mental health firearm prohibition, the SHERIFF will only seize firearms under the WIC 8103 (f)(1) authority and this

Agreement does not include any other mental health related prohibitions such as a Tarasoff or Gun Violence Restraining Order prohibitions.

d) In any instance where the SHERIFF deems it necessary to place any personal property, to include vehicles, of any person so taken into custody into storage, it shall be the duty of the PORT to provide storage space as well as the means of transportation of such property to that place of storage, or in the alternative, at the option of the PORT, to pay the costs and fees incurred in employing commercial storage and/or transportation facilities, to include tow companies, to store and/or transport such property. For this purpose, the SHERIFF shall have the authority to contract with commercial storage and/or transportation facilities/tow companies on behalf of the PORT and shall be entitled to reimbursement from the PORT for all reasonable amounts paid pursuant to the entering into such contracts for storage and/or transportation, upon presentation of paid invoices to PORT.

1.3) If a firearm is impounded by the PORT as part of the Section 5150 admission (WIC 8102), and the person taken into custody is assessed and admitted to a designated facility (WIC 5151 and 5152) and becomes prohibited from possessing a firearm for a five year period (WIC 8103(f)(1)), the SHERIFF shall continue to perform a comprehensive investigation including but not limited to contacting mental health professionals to ensure reporting to the California Department of Justice, researching firearm ownership and determining if the firearm was stolen or linked to a crime, contacting family members of persons because of a WIC admission to voluntarily transfer or surrender firearms, complying with state and federal laws on firearm transfer and release to eligible owners, using their own attorneys to initiate and comply with Court orders for WIC 8102 firearm forfeiture, transfer or destruction, and seizing additional firearms belonging to the prohibited person (WIC 8103). The SHERIFF will notify the PORT of WIC 8103(f)(1) prohibitions where firearms have been confiscated by the PORT and/or SHERIFF. The PORT may be requested to assist in clearing the scene prior to entry to seize firearms. If requested by SHERIFF, the PORT shall provide assistance. The SHERIFF will not enter any residence without the lawful authority to do so. The PORT shall also provide a designated Point of Contact person for the SHERIFF to contact for any items related to the aforementioned items.

a) If a firearm has been impounded by the PORT, the SHERIFF may deem it necessary to obtain a copy of the PORT's police report to obtain the firearm information at which time the PORT shall provide SHERIFF with a copy of the police report without delay.

b) When required by WIC 5210, the Sheriff shall generate a report for the court describing such person's property so preserved and safeguarded by SHERIFF and its disposition, except that if a responsible relative, or the guardian or conservator of such person is in possession of such property, the report need only include the name of that responsible relative, guardian, or conservator and the location of such property. Responsible relative for WIC 5210 includes the spouse, parent, adult child, or adult brother or sister of the person. It does not include the person who applied for the petition.

2. SHERIFF shall carry out the duties described above in conformity with the applicable requirements of Federal, State, and local laws.

3. In so undertaking to carry out the duties described above, the COUNTY through the SHERIFF shall assume full responsibility for the execution of such duties, and the PORT shall be relieved of all such duties and responsibilities as specifically set out in this agreement. COUNTY shall assume no duties or responsibilities until properly advised by PORT that a person has been admitted to an authorized facility and a follow-up is requested. If no follow-up is requested, PORT assumes all liability. COUNTY shall not be liable for, and PORT shall defend and indemnify COUNTY and the employees and agents of COUNTY (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other

liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of PORT or its contractors, licensees, agents, servants or employees. PORT shall have no obligation, however, to defend or indemnify County Parties for any act, error or omission to the extent caused by the negligence or willful misconduct of County Parties.

Neither COUNTY nor PORT nor any of their respective employees shall be deemed to be employees of the other, but, on the contrary, at all times each shall be deemed an independent contractor and shall not be liable for any acts of the other contractor or for any of the acts of the other contractor's employees, except as provided in the indemnification provision of this section.

4. The term of this agreement shall be five (5) years effective July 1, 2024 until June 30, 2029, subject to termination by either party upon written notice to the other party of termination, to be addressed as follows:

For the COUNTY of SAN DIEGO
Contracts Manager
Contracts Division
9621 Ridgehaven Court
San Diego, CA 92123

For PORT OF SAN DIEGO
Magda Fernandez, Chief of Police
Harbor Police Department
3380 North Harbor Drive
San Diego, CA 92101

If either party intends to terminate this agreement, it is required to provide 30 days advance written notice to the other party.

5. In consideration for the basic services rendered to PORT by COUNTY through and under the terms of this agreement, COUNTY will invoice the PORT on a quarterly basis. The PORT, within 30 days from date of invoice, shall pay to COUNTY Treasurer through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, the amount specified in the invoice(s) from SHERIFF and in accordance with the established rate as specified in Attachment A. The rates charged for said services by the COUNTY pursuant to this agreement shall approximate the actual cost to the COUNTY and shall be determined annually by the COUNTY. Any rate adjustment by the County shall be submitted to the PORT in writing and shall be effective on July 1 of that year, subject to termination to section 4.

6. In the event that the case of any person so taken into custody should involve services by SHERIFF which, in the opinion of SHERIFF, shall be in excess of the basic services contemplated under this agreement, the COUNTY, subject to the PORT's verbal agreement from a designated PORT Representative followed with the PORT's agreement in writing, shall have the right to assess the PORT an additional fee, which fee shall be reasonable and commensurate with cost to the COUNTY of such additional services to the PORT.

7. COUNTY shall keep true, accurate, and complete records of any and all labor, material, and supplies expended by it in the performance of services contemplated under this agreement. Such records shall be available to PORT at all reasonable times, and COUNTY shall permit PORT to audit, examine and/or reproduce such records. COUNTY shall retain such records for at least three (3) years after termination or final payment under this agreement.

8. The SHERIFF, or their designated representatives, shall represent the COUNTY in all matters pertaining to services rendered pursuant to the agreement and shall administer this agreement on behalf of the COUNTY. The Chief of Police of the Port of San Diego or their designated representative shall represent the PORT in all matters pertaining to services rendered pursuant to the agreement on behalf of the PORT.

9. This agreement sets forth the entire understanding of the parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral, or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this

agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless agreed to in writing by both parties.

10. This agreement and any portion thereof shall not be assigned or transferred, nor shall any of the parties' duties be delegated or sub-contracted, without the express written consent of both parties.

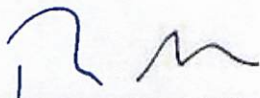
11. This agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of San Diego.

12. No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

13. In the event that any part of this agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this agreement as shall be found to be illegal or unenforceable without affecting the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

APPROVED



Thomas A. Russell, General Counsel

THE PORT OF SAN DIEGO



Magda Fernandez, Chief of Police

APPROVED AS TO FORM AND LEGALITY

By Mark Day
County Counsel

COUNTY OF SAN DIEGO

By [Signature]
Clerk of the Board

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By: [Signature]
Deputy Clerk of the Board Supervisors

Date: 3/27/25

ATTACHMENT A

County of San Diego Sheriff's Office
 Cost Rates for Basic Investigation and Property Safeguarding of Mentally Ill Patients
 Actual Hours Performed by Property Investigators
 FY 23-24 Based on FY 22-23

Rate per Research / Reported Cases

Property Investigators						
Services	Hours (1)	Rates		Sub-Totals		Suggested Fee (6)
		Salaries & Benefits (2)	Overhead (3)	Salaries & Benefits (4)	Overhead (5)	
Research Cases	0.5	\$ 64.74	29.30%	\$ 32.37	\$ 9.48	\$ 41.85
Reported Cases	5.0	\$ 64.74	29.30%	\$ 323.70	\$ 94.84	\$ 418.54

Grand Total	Property Investigator	S&S (7)	Support Cost (8)	Number of Cases	Rate Per Case	Cost for FY23-24
Research Cases Fee Rate	\$ 41.85	\$ 3.85	\$ 0.27	7,317.00	\$ 45.98	\$338,404.55
Reported Cases Fee Rate	\$ 418.54	\$ 804.47	\$ 57.13	35.00	\$ 1,280.14	\$44,804.87
Total Cost					\$ 1,326.11	\$381,209.42

Footnote Explanations

- (1) Time Study c/o Flavio A/faro
- (2) Source: FY 22-23 Budget Unit Labor Cost (BULC) Report, Payroll Period 1-26
- (3) Source: FY 23-24 ICRP (Indirect Cost Rate Proposal) - LESB w/o Vehicle Rate
- (4) Formula: Hours x Salaries & Benefits Rate
- (5) Formula: Overhead Rate x Salaries & Benefits Sub-Total
- (6) Formula: Salaries & Benefits Sub-Total + Overhead Sub-Total
- (7) S&S \$28,156.42/no. of cases
- (8) Support Cost 1,991.41/no. of cases

Note:

The new methodology used is based on actual hours performed by Property Investigators
 The \$45.98 will be charged for Research Cases referred to Property Investigation by various Police Departments
 The \$1,280.14 will be charged for Reported Cases referred to Property Investigation by various Police Departments



COSD CLERK OF THE BOARD
2025 MAR 26 PM4:28

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 21, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND RATIFICATION OF REVENUE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF STATE HOSPITALS (DSH)

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is the revenue agreement with the State of California Department of State Hospitals (DHS), and the County of San Diego, Sheriff's Office, for the support services to the Incompetent to Stand Trial (IST) program at the jails. Ratification of agreement is requested as the start date preceded the execution of the agreement.

The value of this contract will not exceed \$150,000. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Rina Molina
Mail Stop: O-41
Rina.Molina2@sdsheriff.gov

If you have any questions regarding this request, please contact Rina Molina, at (858) 480-5561.

Andrew Strong
Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 3/21/25 Department: Sheriff

Contract Begin Date: 7/1/2024 End Date: 6/30/2025 Grant: No

*Oracle Award #: 509319 Org #: 39870 Amount: \$150,000

Contact Person: Rina Molina Phone #: (858) 480-5561

Contracting Agency/Grantor: Department of State Hospitals (DSH)

Description: Support services provided to DSH for defendants being housed, committed as Incompetent to Stand (IST) and are awaiting admission to a DSH facility.

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval:

Gapuz, Dane Digitally signed by Gapuz, Dane
Date: 2025.03.21 08:38:33 -07'00'

Date: 03/21/2025

Approved By:

Group Finance Director:

Lein R. Allen

Date: 3/24/25

County Counsel:

Mark Day

Date: 3/25/25

Chief Administrative Officer:

Kathleen A. Lang

Date: 3/24/25

Office of Financial Planning:

Angela J. James

Date: 3/25/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFF USE ONLY

Init: TK OFP#: 25-72



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

From: Rina Molina, (858) 480-5561	Bureau/Division, or Section: MSB- Contracts	Date: March 21, 2025											
Subject: Agreement Number 24-76000-005 - Revenue contract with the Department of State Hospitals for the Felony Incompetent to Stand Trial (IST) program													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only Approval Your Recommendation Action Prepare Reply Written Report To Me See Me Signature Needed Return to Me Copy for You File Other (See Below)												
1. Dane Gapuz, Contracts Manager <i>DG</i>		X											
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KGC</i>		X							X				
3. Andrew Strong, Deputy Chief Admin. Officer, Public Safety Group <i>AS</i>		X							X				
4. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X							X				
5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X							X				
6. Andrew Potter, Clerk of the Board <i>AP</i>		X							X				X
7.													
8.													
9.													
10.													
COMMENTS: Please email a copy and return two (2) signed copies of the agreement to Rina Molina, Contracts Division, Mail Stop: 041, Rina.Molina2@sdsheiff.gov. Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 21, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Department

**EXECUTION AND RATIFICATION OF REVENUE AGREEMENT BETWEEN THE
STATE OF CALIFORNIA DEPARTMENT OF STATE HOSPITALS (DSH) AND THE
COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE
CODE SECTION 123 AND BOARD POLICY B-29**

The County of San Diego through the Sheriff's Office, Detentions Services Bureau, is entering into a revenue agreement with the State of California Department of State Hospitals (DSH) for the support services to the Incompetent to Stand Trial program at the jails.

The value of this agreement will not exceed \$150,000 for FY24-25. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the agreement for signatures.

This contract supports the County of San Diego's Sustainability Initiative of Resiliency by ensuring the County's capability to respond more efficiently to the immediate needs of incarcerated persons with serious mental illness requiring Incompetent to Stand Trial (IST) treatment services.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink that reads "Dane Gapuz".

Dane Gapuz, Manager
Sheriff's Contracts Division

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
24-76000-005PURCHASING AUTHORITY NUMBER (If Applicable)
DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

San Diego County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$150,000.00

One Hundred Fifty Thousand Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	6
Exhibit C *	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	8
Exhibit F	Information Privacy and Security Requirements	12

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Diego County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

5330 Overland Avenue, Suite 370

CITY

San Diego

STATE

CA

ZIP

92123

PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

Clerk of the Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/28/25

CONSENTED TO (Pursuant to a Facility Sublease Dated October 15, 2014 between the Department of Corrections

and Rehabilitation of the State of California and the County of San Diego and the County certificate to the Tax Certification referenced therein).

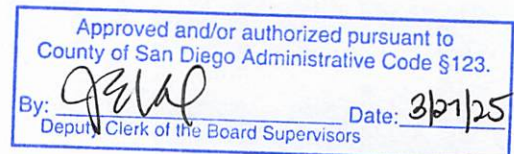
CONSENT AND APPROVAL

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By _____

Koreen H. van Ravenhorst, Deputy Director

Date



DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA

By _____

Michelle Weaver, Deputy Director

Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

2476000005

PURCHASING AUTHORITY NUMBER (If Applicable)

DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Marina Roney

TITLE

Section Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 4335.2 (h)

Approved as to form and legality:

By Mark Day
 Mark Day
 Senior Deputy County Counsel
 County of San Diego

3/25/25
 Date

EXHIBIT A
SCOPE OF WORK**1. CONTRACTED PARTIES:**

- A. This Agreement is made and entered into by and between, the Department of State Hospitals (DSH) and County of San Diego Sheriff's Office, hereafter referred to as Contractor, to provide DSH with relevant inmate medical records, including mental health and behavioral health records, and coordinate telehealth video interviews of defendants who have been committed to DSH as Incompetent to Stand Trial (IST) on a felony charge, and are awaiting admission to a DSH facility. Services are to be provided in accordance with Welfare and Institutions Code (WIC) section 4335.2 and are identified as IST Re-Evaluation services herein. IST Re-Evaluation Services performed by DSH will be for the purposes of re-evaluating competency status, psychotropic medication status, and assessment for placement in an alternative community based programs including but not limited to mental health diversion or community based restoration.

2. SERVICE LOCATIONS:

- A. These services will be performed primarily through remote telehealth, video conferencing and other technologies facilitated by the county jail or other county locations housing felony IST defendants and in coordination with the DSH.

Facility	Location/Address
San Diego Central Jail (SDCJ)	1173 Front St. San Diego, Ca 92101
George Bailey Detention Facility (GBDF)/FAC 8	446 Alta Rd, Suite 5300, San Diego, CA 92158
East Mesa Reentry Facility (EMRF)	446 Alta Rd, Suite 5200, San Diego, CA 92158
Vista Detention Facility (VDF)	325 Melrose Dr., Suite 200, Vista, CA 92081
South Bay Detention Facility (SBDF)	500 Third Ave., Chula Vista, CA 91910
Rock Mountain Detention Facility (RMDF)	446 Alta Rd, Suite 5400, San Diego, CA 92158

3. SERVICE HOURS:

- A. The services shall be provided upon request during the hours of operation of the locations where services are required. DSH shall make every effort to assign work to be performed Monday through Friday, during core hours of 7:00 am to 7:00 pm.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals:		County of San Diego Sheriff's Office	
Section/Unit: Forensic Services Division		Section/Unit:	
Attention: Gilbert Jackson, SSM I		Attention: Dane Gapuz, Sheriff's Contract Manager	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 9621 Ridgehaven Court. San Diego, CA 92123	
Phone: (916) 562-2810	Fax: (916) 653-2257	Phone: (619) 851-4943	Fax: N/A
Email: Gilbert.Jackson@dsh.ca.gov		Email: Dane.Gapuz@sdsheriff.org	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals:		county of San Diego Sheriff's Office	
Section/Unit: Forensic Services Division		Section/Unit:	
Attention: Kecia Aldridge-Hall		Attention: Jorge Morales, Sheriff's Program Coordinator	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 5330 Overland Ave., Suite 370 San Diego, CA 92123	
Phone: (916) 562-3022	Fax: (916) 653-2257	Phone: (858) 905-2789	Fax: (N/A)
Email: Kecia.Aldridge@dsh.ca.gov		Email: jorge.morales@sdsheriff.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. The Contractor shall provide DSH with relevant and updated records of IST defendants who have been selected by DSH to participate in this program.
- B. The Contractor shall coordinate with DSH for the scheduling of interviews of those IST defendants selected to participate in primarily telehealth video interviews.
- C. The Contractor shall provide the necessary secure setting, technology, and security for these evaluations.
- D. The DSH makes no representation as to the minimum amount of services required under this Agreement.

- E. WIC section 4335.2, subdivision (c) provides, DSH shall have the authority and sole discretion to consider and conduct reevaluations, which will occur primarily through video telehealth.

6. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor agrees to provide support services to DSH that shall include but not be limited to:
- i. Securing and maintaining all necessary equipment such as a laptop or electronic tablets installed with appropriate software and having access to a secured internet connection required to facilitate telehealth video interviews with the DSH-assigned forensic evaluators. DSH shall reserve the right to approve the software application that will be utilized for telehealth video interviews of IST defendants.
 - ii. Coordinating with DSH forensic evaluators and other assigned staff in the scheduling of telehealth interviews within 24 hours of DSH contact.
 - iii. Providing DSH with all relevant and updated inmate medical records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records, upon request by DSH and, at a maximum of 24 hours from the initial request.
 - iv. Providing DSH with a contact to facilitate any DSH Evaluator requested collateral contacts with jail and/or medical staff.
 - v. Providing the necessary logistics to facilitate the scheduled tele-health interview with the IST defendant. Logistics shall include, but not be limited to, escorting the IST defendant from the individual's cell to the interview room where the telehealth video interview will take place and providing security and monitoring of the IST defendant as necessary.
 - vi. Providing DSH and evaluators with a contact for technical assistance, and an emergency contact to report any incidents that may arise during the interviews.
 - vii. Providing evaluators with access and security for any in-person interviews, which may occur at the sole discretion of DSH.
 - viii. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.

7. THE DSH RESPONSIBILITIES:

- A. The DSH will provide the Contractor access to the DSH document management platform.
- B. The DSH will provide the Contractor one-time start-up funds, based on a flat rate set by DSH, for reimbursement of information technology support, equipment and software necessary to facilitate telehealth interviews such as laptops or tablets, internet and the associated licensing for necessary software in coordination with DSH.
- C. The DSH will reimburse Contractor for a portion of staff time utilized to facilitate video telehealth interviews for each telehealth evaluation conducted. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. Reimbursement will be based on a flat rate set by DSH.
- D. The DSH will coordinate with the Contractor regarding scheduling interviews, records requests, and collateral interview contacts for IST defendants.
- E. The DSH will provide Contractor with the most current approved IST invoice template. Contractor will be paid on a quarterly basis in arrears following the conclusion of the telehealth evaluations.

8. PERFORMANCE MEASURES:

- A. Complete and Timely Provision of Services
 - i. Expectations: Contractor is expected to provide all services which include, but are not limited to, providing DSH with collateral contacts, relevant records and scheduling interviews, in a timely manner—in accordance with timelines established by DSH.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending the term for up to one (1) one-year renewal and to add funding sufficient for that period at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement. Any amendments shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

3.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. Invoices should be sent no later than 90-days past the month the evaluation was conducted "(e.g., April 2025 invoice packet must be submitted no later than July 1, 2025)."
- C. The invoice shall identify all IST Defendants for whom DSH was provided with relevant updated inmate medical records and has completed an interview. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant..
- D. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- E. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attn: Accounts Payable
1215 O Street, MS-2
Sacramento, CA 95814
OR
E-Mail: DSHSac.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and one (1) copy of each invoice, unless emailed.
- C. Contractor must utilize the most current DSH approved IST invoice template provided by DSH. The Contractor shall type, not handwrite, each invoice. Step by step instructions to complete the invoice will be provided by DSH.
- D. DSH Administrators will provide the Contractor with the most current approved IST Invoice template and detailed Invoice instructions.

- E. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- F. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- G. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated;
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213);
 - iii. First initial and last name of IST Defendant evaluated;
 - iv. Invoice total;
 - v. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

A. Contractor shall be compensated in accordance with the following:

Rate Sheet

Jail Support Cost	Rate
One-time start up Cost for Reimbursement per County (laptops/software etc.)	\$5,000.00
Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant) Rate applies to services performed prior to July 1, 2025.	\$500.00 Flat Rate Per IST Evaluation
Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant) Rate applies to services performed after to June 30, 2025.	\$1,000.00 Flat Rate Per IST Evaluation

- i. The portion of staff time utilized to facilitate telehelath interviews and evaluation of felony IST defendants in the jail will be compensated within the all-inclusive flat rate fee per each IST evaluation completed or refusal following articulated protocols referenced above.
 - ii. Each IST evaluation consist of a completed interview and updated records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records.
 - iii. If the IST Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. the completed interview criteria will be met.
- B. The DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in IST defendant referrals. The amounts indicated above/below will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed..
- C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed to reflect work validated for completion. In no event will this change the contract price for the services actually rendered.
- D. Contractor must submit each invoice within ninety (90) days from the last day of the month in which services were rendered; unless Contractor has pre-approval, in writing, from the DSH. If Contractor

fails to provide invoices within this timeframe, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

INVOICE TEMPLATE:

DSH IST Received Stamp		DSH IST Approved Stamp	
IST INVOICE			
Month:			
Year:			
Is this invoice the original or a supplemental (additional) submission?		Original Supplemental (Additional)	
FSD USE ONLY			
Invoice Number:			
Dispute Information:			
Disputed Date:			
Resolved Date:			
CONTRACT INFORMATION:		TO:	
Business/Contract Name		California Department of State Hospitals Attn: Accounts Payable, MS-2 1215 O Street Sacramento, CA 95814 DSHSAC.AccountsPayable@dsh.ca.gov	
Contracted Street Address			
Contracted City, State, Zip			
Contract Phone Number			
Current Contract Number			
STOP! Please read! The totals will appear once your contractor information is complete.			
Invoice Summary			
Evaluations:			
Total Invoice \$		-	
CONTRACTOR SIGNATURE:		DATE SIGNED:	
Small Business Certification Number * (If applicable)			
Small Business Certification Stamp		Date to DSH Accounting Stamp	

[illegible]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. ~~**INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
5. **INDEMNIFICATION**: *In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.*
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney

General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor and DSH shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the other Party's Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor or DSH to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor and DSH shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the other Party's actions on the same, except to the other Party's staff, the commenting Party's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the other Party, Contractor and DSH shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the other Party and shall supply the other Party with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, expressed or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of

the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

- A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.
- C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities,

equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB

in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements each Party is obligated to follow with respect to PCI disclosed to the other Party, or collected, created, maintained, stored, transmitted or used by a Party for or on behalf of the other Party, pursuant to this agreement with DSH. When applicable each Party shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of DSH or Contractor PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f) (2021).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e) (2021), or is exempt from disclosure under any of the provisions of

Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH or Contractor.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) (2021); or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH or Contractor PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, DSH's or Contractor's system operations in an information technology system, that negatively

impacts the confidentiality, availability or integrity of DSH or Contractor PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: Each Party and its employees, agents, and subcontractors shall protect from unauthorized disclosure any PCI provided by the other Party. The A Party shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any PCI provided by the other Party to anyone other than that Party's personnel or programs without prior written authorization from that Party's Program Contract Manager, except if disclosure is required by State or Federal law.
- V. 42 C.F.R. Part 2 compliance: DSH shall receive patient identifying substance use disorder treatment information for program evaluation and auditing purposes. In accordance with 42 C.F.R. part 2.53, DSH agrees to:
 - (i) Maintain and destroy patient identifying information and records covered by 42 C.F.R. Part 2 in a manner consistent with the policies and procedures established under 42 C.F.R. part 2.16;
 - (ii) Retain records in compliance with applicable federal, state, and local record retention laws; and
 - (iii) Comply with the limitations on disclosure and use in 42 C.F.R. part 2.53(d).
- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH. DSH and its employees, agents, and subcontractors shall not use any data received from contractor for any purpose other than noted in this agreement, Welfare and Institutions Code section 4335.2.
- VII. Research compliance: DSH is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). DSH may receive protected health information and patient identifying substance use disorder treatment information for research purposes so long as disclosure is consistent with federal and state laws. Without limiting the generality of the foregoing, in accordance with 42 C.F.R. part 2.52(a) and 45 C.F.R. part 164.512(i), Contractor shall only disclose the data to DSH for research purposes after DSH obtains approval from the State of California's Institutional Review Board, the California Health and Human Services' Committee for the Protection of Human Subjects and furnishes documentation to Contractor. DSH shall follow all of its internal policies and procedures for obtaining approval for research using data reported by contractor. DSH agrees to comply with HIPAA and 42 C.F.R. Part 2 regarding all requirements including retention and destruction.
- VIII. Safeguards: Each Party shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of PCI provided by the other Party, including electronic or computerized PCI. At each location where PCI provided by one Party exists under the other Party's control, the controlling Party shall develop and maintain a written information privacy and security program

that includes administrative, technical and physical safeguards appropriate to the size and complexity of its operations and the nature and scope of its activities in performing this agreement, including this Exhibit, and which incorporates the requirements of Section IX, Security, below. Each Party shall provide the other Party with its current and updated policies within five (5) business days of a request for the policies.

- IX. Security: Each Party shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing PCI provided by the other Party.
- X. Security Officer: At each place where PCI provided by the other Party is located, the controlling Party shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with the other Party on matters concerning this Exhibit.
- XI. Training: Each Party shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of its obligations under this agreement, including this Exhibit, or otherwise use or disclose PCI provided by the other Party.
- A. Each Party shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. Each Party shall retain each employee's certifications for the other Party's inspection for a period of three years following contract termination or completion.
- C. Each Party shall provide the other Party with its employee's certifications within five (5) business days of a request for the employee's certifications.
- XII. Employee Discipline: Each Party shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other workforce members under its direct control who intentionally or negligently violate any provisions of this Exhibit.
- XIII. Breach and Security Incident Responsibilities:
- A. Notification to the Contractor of Breach or Security Incident: The DSH shall notify the Contractor **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to the Contractor immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the Contractor Program Contract Manager, the Contractor Privacy Officer and the Contractor Chief Information Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to the Contractor shall be provided by calling the Contractor Health Information Management office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall

be treated as discovered by DSH as of the first day on which such breach or security incident is known to DSH, or, by exercising reasonable diligence would have been known to the DSH. DSH shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the DSH.

DSH shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).
- B. Investigation of Breach and Security Incidents:** DSH shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, DSH shall inform the Contractor Program Contract Manager, the Contractor Privacy Officer and the Contractor Chief Information Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the PCI, or to whom it is known or reasonably believed to have had the PCI improperly disclosed to them; and
 3. a description of where the PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report:** DSH shall provide a written report of the investigation to the Contractor Program Contract Manager, the Contractor Privacy Officer, and the Contractor Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether DSH is considered only a custodian and/or non-owner of the PCI, DSH shall, at its sole expense, and at the sole election of the Contractor, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. DSH shall inform the Contractor Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist the Contractor in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether DSH is considered only a custodian and/or non-owner of the PCI, DSH shall, at its sole expense, and at the sole election of the Contractor, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). DSH shall inform the Contractor Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist the Contractor in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced Contractor staff, DSH shall initiate contact as indicated herein. The Contractor reserves the right to make changes to the contact information below by verbal or written notice to DSH. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Contract Managers	Chief Privacy Officer	Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov and dshsaclegalprivacy@dsh.ca.gov	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

	Telephone: 916-562-3721	
	Chief Privacy Officer Christopher Miedico Health Information Mgmt. Services Officer 5330 Overland Avenue San Diego, CA 92123 Email: christopher.miedico@sdsheiff.org Telephone: 858-974-5994	Chief Information Security Officer: Siobhan Maher Senior IT Engineer 5330 Overland Avenue San Diego, CA 92123 Email: Siobhan.Maher@sdsheiff.gov Telephone: 858-256-2115

- XIV. Documentation of Disclosures for Requests for Accounting: Each Party shall document and make available to the other Party or (at the direction of the other Party) to an Individual such disclosures of PCI provided by the other Party, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.
- XV. Requests for PCI by Third Parties: Each Party and its employees, agents, or subcontractors shall promptly transmit to the other Party's Program Contract Manager all requests for disclosure of any PCI provided by the other Party that is requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XVI. Audits, Inspection and Enforcement: Each Party may inspect the facilities, systems, books and records of the other Party to monitor compliance with this Exhibit. Each Party shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the other Party's Program Contract Manager in writing.
- XVII. Return or Destruction of PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, each Party shall securely return or destroy the PCI provided by the other Party. If return or destruction is not feasible, a Party shall provide a written explanation to the other Party's Program Contract Manager, Privacy Officer and Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, each Party may retain, after expiration or termination, PCI provided by the other Party for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Each Party's obligations under this Exhibit shall continue until that Party destroys the PCI provided by the other Party or

returns that PCI to the other Party; provided however, that on expiration or termination of the agreement between Contractor and DSH, a Party shall not further use or disclose the PCI provided by the other Party except as required by state or federal law.

- C. Notification of Election to Destroy PCI: If a Party elects to destroy the PCI provided by the other Party, that Party shall certify in writing within 30 days of the expiration or termination of the agreement to the other Party's Program Contract Manager, Privacy Officer and Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the other Party's PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of each Party's PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XIX. Assistance in Litigation or Administrative Proceedings: Each Party shall make itself and any subcontractors, workforce employees or agents assisting that Party in the performance of its obligations under the agreement between Contractor and DSH, available to the other Party at no cost to testify as witnesses, in the event of litigation or administrative proceedings being commenced against the other Party, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the testifying Party, except where the testifying Party or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor or DSH does not return or destroy the other Party's PCI upon the expiration or termination of the Agreement, the respective rights and obligations of t under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1
Contractor Data Security Standards

1. **Contractor is exempt from all Contractor Data Security Standards set forth in Exhibit F, Attachment 1 as it is not applicable to this agreement. General Security Controls**
 - A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
 - B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
 - C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
 - D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
 - E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
 - F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
 - G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
 - H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor

recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.

- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.

- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.
- E. **Faxing.** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Revised 12/21/21



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

COSD CLERK OF THE BOARD
2025 APR 1 AM 11:55

March 25, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE ENCINITAS 101 MAIN STREET ASSOCIATION

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

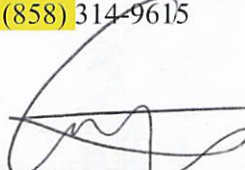
Enclosed is a revenue agreement with the Encinitas 101 Main Street Association and the County of San Diego, Sheriff's Office, for law enforcement security services for Encinitas Spring Street Fair, on April 26, 2025 to April 27, 2025.

The value of this contract will not exceed \$15,851.70 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615



Andrew Strong,
Deputy Chief Administrative Officer

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 3/25/25 Department: SHERIFF

Contract Begin Date: 4/26/25 End Date: 4/27/25 Grant: NO

*Oracle Award #: 508309 Org #: 39565 Amount: \$15,851.70

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: The Encinitas 101 Street Association

Description: Law Enforcement Security Service for the Encinitas Spring Street Fair

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Gapuz, Dane Digitally signed by Gapuz, Dane
Date: 2025.03.25 09:41:57 -07'00' Date: 03/25/2025

Approved By:

Group Finance Director:	<u>Kam Halva</u>	Date: <u>3/25/25</u> ²⁶ ²⁵ ^{KG}
County Counsel:	<u>Mark Day</u>	Date: <u>3/27/25</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date: <u>3/24/25</u>
Office of Financial Planning:	<u>[Signature]</u>	Date: <u>4/1/2025</u>

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 25-74



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

From: Christy Moreno, (858) 314-9615		Bureau/Division, or Section: MSB- Contracts					Date: March 25, 2025						
Subject: Reimbursable Services Agreement- ENCINITAS 101 MAIN STREET ASSOCIATION, ENCINITAS SPRING STREET FAIR on April 26, 2025-April 27, 2025 \$15,851.70													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <i>DG</i>			X										
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>			X						X				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i>			X						X				
4. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>			X						X				
5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>			X						X				
6. Andrew Potter, Clerk of the Board <i>AP</i>			X						X				X
7.													
8.													
9.													
10.													
COMMENTS: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop: 041 Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 25, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE ENCINITAS 101 MAIN STREET ASSOCIATION PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Encinitas 101 Main Street Association to provide law enforcement security services for the Encinitas Spring Street Fair on April 26, 2025, through April 27, 2025.

The value of this contract will not exceed \$15,851.70. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink that reads "Dane Gapuz".

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE ENCINITAS 101 MAIN STREET ASSOCIATION, THE COUNTY OF SAN
DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #57**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 18th day of March 2025 by and between the ENCINITAS 101 MAIN STREET ASSOCIATION (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Encinitas Spring Street Fair.
2. The term of this Agreement shall commence on April 26th, 2025, at 03:30, and shall continue in effect through and terminate after April 27th, 2025, at 19:30.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Davis, (760) 966-3500.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit or prepayment of the estimated charges. Failure to pay the deposit or prepayment will result in the cancelation of this agreement.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

- 10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

- 10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own

legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. Joint Defense. Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Irene Pyun C/O Encinitas 101 Main Street Association
818 South Coast Highway 101, Encinitas CA 92024
Phone: 760-943-1950
Email: Ipyun@encinitas101.com

To SHERIFF:

Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in

writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

IRENE PYUN
ENCINITAS 101 MAIN STREET
ASSOCIATION

Irene Pyun
Signature Title/Rank

Irene Pyun
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Andrew Potter
Signature- Clerk of the Board

Andrew Potter
Print Name

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals
DISTRIBUTION:
1 – Requestor

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Sam Holien Date: 04/01/2025
Deputy Clerk of the Board Supervisors

1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
Deputy	8	10.5		\$ 121.31	\$ 10,190.04
Sergeant	2	10.5		\$ 191.26	\$ 4,016.46
Add'l Positions: (Specify on Lines Below)					\$ -
Community Services Officer	4	6.0		\$ 68.55	\$ 1,645.20
					\$ -
					\$ -
				Sub-Total	\$ 15,851.70
				TOTAL	\$ 15,851.70
Vehicle Minimum or Mileage				\$ 59.96	\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 15,851.70

Contact the Sheriff's Office Contracts Management Unit at (858) 974-2236 for assistance.

COSD CLERK OF THE BOARD
2025 MAR 26 PM4:28



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 21, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE RODEO EVENT

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Rodeo Event and the County of San Diego, Sheriff's Office, for law enforcement security services for Ramona Spanish Rodeo, on March 29, 2025.

The value of this contract will not exceed \$8,492.70 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615

Kathleen A. Strong
for
Andrew Strong,
Deputy Chief Administrative Officer



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

From: Christy Moreno, (858) 314-9615		Bureau/Division, or Section: MSB- Contracts					Date: March 21, 2025						
Subject: Reimbursable Services Agreement- THE RODEO EVENT, RAMONA SPANISH RODEO on March 29, 2025- \$8,4292.70													
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <i>DG</i>			X										
2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>LKC</i>			X						X				
3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i>			X						X				
4. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>			X						X				
5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>			X						X				
6. Andrew Potter, Clerk of the Board <i>AP</i>			X						X				X
7.													
8.													
9.													
10.													
COMMENTS: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop: 041 Thank you.													

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually**
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval:

Gapuz, Dane

Digitally signed by Gapuz, Dane
Date: 2025.03.21 13:41:24 -07'00'

Date:

Approved By:

Group Finance Director:

Lisa Per Clum

Date:

3/24/25

County Counsel:

Mark Day

Date:

Chief Administrative Officer:

Kathleen Lang

Date:

3/24/25

Office of Financial Planning:

Angela James

Date:

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY

Init:

OFP#:



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 21, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE RODEO EVENT PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Rodeo Event to provide law enforcement security services for Ramona Spanish Rodeo on March 29, 2025.

The value of this contract will not exceed \$8,492.70. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE RODEO EVENT, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #58**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 19th day of March 2025 by and between the RODEO EVENT (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Ramona Spanish Rodeo.
2. The term of this Agreement shall commence on March 29, 2025, at 02:00PM, and shall continue in effect through and terminate after March 29, 2025, at 10:00PM.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Crysler, (760) 738-2403.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit or prepayment of the estimated charges. Failure to pay the deposit or prepayment will result in the cancelation of this agreement.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.
10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

- 10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

- 10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. Joint Defense. Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

- 11.** Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Rodeo Event
Event: Ramona Spanish Rodeo
1374 San Vicente Road
Ramona CA 92065
POC: Fernando Ramirez
(949) 382-5106
fr3888669@gmail.com

To SHERIFF:

Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

- 12.** This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- 13.** This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing

to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

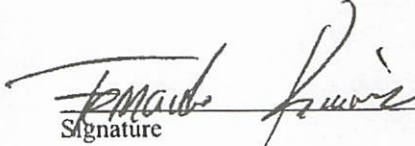
14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

FERNANDO RAMIREZ
RODEO EVENT


Signature Title/Rank


Signature Title/Rank

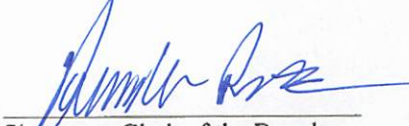
Gonzales Chrysler #1952
Print Name

Fernando Ramirez
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel


Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: QZVAL Date: 3/27/25
Deputy Clerk of the Board Supervisors

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals

DISTRIBUTION:

1 – Requestor
1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST WITH OVERHEAD*	TOTAL
Deputy	6	7.5		\$ 156.85	\$ 7,058.25
Sergeant	1	7.5		\$ 191.26	\$ 1,434.45
Add'l Positions: (Specify on Lines Below)					\$ -
					\$ -
					\$ -
					\$ -
				Sub-Total	\$ 8,492.70
				TOTAL	\$ 8,492.70
Vehicle Minimum or Mileage					\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
TOTAL ESTIMATED COSTS					\$ 8,492.70

*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPPORT AND OVERHEAD

Deposit Required \$4,246.35

Deposit Due Date 3/19/2025

FOR CONTRACTS UNIT ONLY:

REVIEWED BY CONTRACTS:

<NAME/DATE REVIEWED>

Contact the Sheriff's Department Contracts Management Unit at (858) 974-2236 for assistance.