



HEALTH AND HUMAN SERVICES AGENCY

1600 PACIFIC HIGHWAY, ROOM 206, SAN DIEGO, CALIFORNIA 92101-2417
(619) 515-6555

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF
ADMINISTRATIVE OFFICER

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

August 19, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

REQUEST FOR APPROVAL AND EXECUTION OF PERFORMANCE CONTRACT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES THROUGH TULARE COUNTY SUPERINTENDENT OF SCHOOLS TO IMPLEMENT FRIDAY NIGHT LIVE PROGRAM(S) FOR FISCAL YEARS 2025-27

Action Requested:

On January 26, 2021 (11), the San Diego County Board of Supervisors approved and authorized the Clerk of the Board to execute, upon receipt, the Performance Contract Agreement with the California Department of Health Care Services (DHCS) including funding to implement Friday Night Live (FNL) Program(s). The Board also approved and authorized the Clerk of the Board, subject to the approval of the Agency Director, Health and Human Services Agency, to execute, upon receipt, amendments to the Performance Contract Agreement with DHCS, as required, and to reflect revised revenue amounts allocated by DHCS.

Background and Expected Outcome:

The DHCS California Friday Night Live Partnership, through the Tulare County Superintendent of Schools, as the technical assistance and grant making intermediary, began to administer the annual DHCS FNL funding for the FNL program beginning in Fiscal Year (FY) 2022-23 as noted in Exhibit A of the 2022-23 Performance Contract Agreement with DHCS. The term of the Agreement through Tulare Superintendent of Schools is from July 1, 2025 to June 30, 2027 in the amount of \$184,000. FNL funding is full cost recovery.

Reason for Requested Action:

Enclosed for your review and signature is the Agreement with DHCS California Friday Night Live Partnership through Tulare County Superintendent of Schools for FNL Program(s) for FYs 2025-27.

Please note that two signed copies of the agreement are needed: one copy for Clerk of the Board and one for Tulare County Superintendent of Schools. For any questions, please contact Jing Zhou at Jing.Zhou@sdcounty.ca.gov or Dan Vasquez at Dan.Vasquez@sdcounty.ca.gov.

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

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

Date: 6/12/25 Department: Health & Human Services Agency

Contract Begin Date: 7/1/25 End Date: 6/30/27 Grant: Revenue Yes

*Oracle Award #: 508984 Org #: 45305 Amount: \$184,000

Contact Person: Dan Vasquez Phone #: 619-341-9245

Contracting Agency/Grantor: Department of Health Care Services

Description: Friday Night Live is part of the SABG allocation from DHCS which was given to Tulare County Superintendent of Schools for administration. This agreement will allow the County to bill the Tulare County Superintendent of Schools and get paid for Friday Night Live SABG funding upon completion of deliverables as specified on the Agreement.

- ☒ 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: Nadia Privara Digitally signed by Nadia Privara
Date: 2025.08.18 13:33:43
+07'00' Date: 8/18/25

Approved By:

Group Finance Director: [Signature] Date: 8/24/25

County Counsel: Andrew.Gregor@sdcounty.ca.gov Digitally signed by
Andrew.Gregor@sdcounty.ca.gov
Date: 2025.08.18 11:38:16 -07'00' Date: 8/18/25

Chief Administrative Officer: [Signature] Date: 8/24/25

Office of Financial Planning: [Signature] Date: 8/21/2025

* 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 OFF#: 26-18

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, JANUARY 26, 2021**

MINUTE ORDER NO. 11

SUBJECT: AUTHORIZE COMPETITIVE SOLICITATIONS AND AMENDMENTS TO EXTEND EXISTING BEHAVIORAL HEALTH SERVICES CONTRACTS, AUTHORIZE A REQUEST FOR STATEMENT OF QUALIFICATIONS, SINGLE SOURCE PROCUREMENTS AND AMENDMENTS FOR AUGMENTED SERVICES PROGRAMS, AUTHORIZE EXECUTION OF REVENUE AGREEMENT WITH THE STATE DEPARTMENT OF REHABILITATION, AND RATIFY BEHAVIORAL HEALTH SERVICES PERFORMANCE CONTRACT AGREEMENT WITH THE STATE (DISTRICTS: ALL)

OVERVIEW

In a series of actions since 1999, the San Diego County Board of Supervisors (Board) approved initiatives to redesign and implement an expanded continuum of comprehensive behavioral health care for children, adolescents, transition age youth, adults, older adults, and families. The County of San Diego (County) Health and Human Services Agency (HHS) Behavioral Health Services (BHS) department provides a comprehensive array of community-based mental health and substance use disorder services through contracts with local public and private agencies to vulnerable populations, including individuals who are experiencing homelessness, individuals with justice involvement, and children and youth with complex behavioral health conditions. In pursuit of these initiatives, the Board previously approved the procurement of these critical services.

As the County continues to evaluate and address the impact of the novel coronavirus (COVID-19), BHS remains focused on maintaining continuity of critical mental health and substance use disorder services to the most vulnerable individuals and families within the community. BHS is committed to delivering impactful and equitably distributed essential services throughout the region, through enhanced data governance and integration of data systems which support the measurement of impactful, evidence-based outcomes, and responsible fiscal stewardship.

Approval of today's recommended actions authorizes competitive solicitations and amendments to extend existing behavioral health services contracts, including single source contracts, to sustain critical behavioral health services. Approval of today's recommended actions will also authorize a Request for Statement of Qualifications (RFSQ) and to subsequently award contracts to expand augmented services program (ASP) capacity; and in support of COVID-19 surge capacity needs, authorize one or more single source procurements for ASPs, and amendments to existing ASP contracts to expand ASP capacity.

Additionally, today's action request the Board authorize a revenue agreement with the State of California, Department of Rehabilitation for mental health employment services. Also, today's action request the Board authorize ratification of the Fiscal Year (FY) 2020-21 Performance Contract Agreement with the California Department of Health Care Services to provide public mental health services throughout the county. These recommended actions support the continuation of critical work to advance the Behavioral Health Continuum of Care in alignment with Board direction.

Today's action supports the County's *Live Well San Diego* vision by ensuring access to services, promoting health and well-being in children, adults, and families, and encouraging self-sufficiency, which together promote a region which is building better health, living safely, and thriving.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. In accordance with Section 401, Article XXIII of the County Administrative Code, authorize the Director, Department of Purchasing and Contracting, to issue competitive solicitations for behavioral health services including clubhouse services, housing support services, assisted outpatient treatment and evaluation services, outpatient mental health services, onsite care coordination and case management, and homeless outreach workers services, and upon successful negotiations and determination of a fair and reasonable price, award contracts for an initial term of up to one year, with one to four option years, and up to an additional six months, if needed; and to amend the contracts to reflect changes in program, funding or service requirements, subject to the availability of funds and the approval of the Agency Director, Health and Human Services Agency.
2. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend the contracts listed in Attachment A, Table 1 extending the contract term up to June 30, 2022, and up to an additional six months if needed; expand services, subject to the availability of funds; and amend the contracts as required in order to reflect changes to services and funding allocations, subject to the approval of the Agency Director, Health and Human Services Agency.
3. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend the single source contracts listed in Attachment A, Table 2 extending the contract term up to June 30, 2022, and up to an additional six months if needed; expand services, subject to the availability of funds; and amend the contracts as required in order to reflect changes to services and funding allocations, subject to the approval of the Agency Director, Health and Human Services Agency.
4. In accordance with Section 401, Article XXIII of County Administrative Code, Authorize the Director, Department of Purchasing to issue a Request for Statement of Qualifications (RFSQ) for augmented services programs (ASPs) and re-release the RFSQ, as needed, and upon successful negotiations and determination of fair and reasonable price, award contracts for a term of one year with up to four option years, and an additional six months, if needed, and to amend the contracts, as needed, to reflect changes in program, funding or service requirements, subject to the availability of funds and approval of the Agency Director, Health and Human Services Agency.
5. Authorize the expansion of augmented services programs (ASPs) to support COVID-19 surge capacity needs, through the following actions:
 - a. In accordance with Board Policy A-87, Competitive Procurement, approve and authorize the Director, Department of Purchasing and Contracting, enter into negotiations with ASP providers, and subject to successful negotiations and determination of a fair and reasonable price, enter into one or more single source contracts for an initial term of up to one year, with up to four option years, and up to an additional six months, if needed, and to amend the contracts, as needed, to reflect changes in program, funding or service requirements, subject to the availability of funds and approval of the Agency Director, Health and Human Services Agency.

- b. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend existing ASP contracts listed in Attachment A Table 3, if needed, to reflect changes in program, funding or service requirements, subject to the availability of funds and approval of the Agency Director, Health and Human Services Agency.
6. In accordance with Board Policy B-29, authorize the Director, Health and Human Services Agency, upon receipt, to execute the Cooperative Agreement with the State Department of Rehabilitation for mental health employment services for Fiscal Years 2021-22 through 2023-24, amendments thereto, and in agreements and amendments in future years, provided terms, conditions, program services and funding are not materially impacted or altered.
7. Approve and authorize the Clerk of the Board to ratify the Fiscal Year 2020-21 Performance Contract Agreement with the California Department of Health Care Services, amendments thereto, and future years' Agreement and amendments, provided terms, conditions, and funding are not materially impacted, subject to the approval of the Director, Health and Human Services Agency.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2020-22 Operational Plan in the Health and Human Services Agency. If approved, today's recommendations will result in approximate costs and revenue of \$0.9 to \$1.3 million in Fiscal Year 2020-21 and \$175.2 to \$183.3 million in Fiscal year 2021-22. There will be no change in net General Fund cost and no additional staff years.

Recommendation #1: Authorization to Issue Competitive Solicitations

If approved, this request will result in estimated costs and revenue ranging from \$20.9 to \$27.9 million in Fiscal Year 2021-22 and \$21.2 to \$28.2 million in Fiscal Year 2022-23. The funding sources are Short-Doyle Medi-Cal, Drug Medi-Cal, Projects for Assistance in Transition from Homelessness (PATH), State General Funds, Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendations #2 & #3: Authorization to Extend and Amend Contracts

If approved, this request will result in estimated costs and revenue of \$150.3 million in Fiscal Year 2021-22. The funding sources are, Short-Doyle Medi-Cal, Drug Medi-Cal, Substance Abuse Block Grant (SABG), State General Funds, Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #4: Authorization to Issue a Request for Statement of Qualifications and Award Contracts for Augmented Services Programs

If approved, this request will result in estimated costs and revenue ranging from \$1.4 to \$1.8 million in Fiscal Year 2021-22. The funding sources are Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendations #5 a & b: Authorization to Execute Single Source Contracts and Amend Existing Augmented Services Program Contracts to Expand Capacity in Support COVID-19 Surge Needs

If approved, this request will result in estimated costs and revenue ranging from \$0.9 to \$1.3 million in Fiscal Year 2020-21 and \$2.2 - 2.9 million in Fiscal Year 2021-22. The funding sources are Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #6: Execute a Cooperative Agreement with the State Department of Rehabilitation for Mental Health Employment Services

If approved, this request will result in estimated costs and revenue of \$0.4 million in Fiscal Year 2021-22. The funding source is Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #7: Ratify the Performance Contract Agreement with the State Department of Health Care Services

There is no fiscal impact from this action. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Fletcher, seconded by Supervisor Desmond, the Board of Supervisors took action as recommended.

AYES: Vargas, Anderson, Lawson-Remer, Fletcher, 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



B-29 Costs

Staffing	
Salaries	
Benefit @ 72.82% (FY 24/25)	-
TOTAL S&B	-

Services and Supplies	
Office supplies	
Telecom	
IT	
Contract Costs	183,000
Travel	
Contract ISF	
Rent	
Utilities	
Other	1,000
TOTAL S&S	184,000

TOTAL DIRECT COSTS	184,000
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INDIRECT COSTS	
Internal Indirects	-
External Indirects	-
TOTAL INDIRECTS	-

TOTAL COSTS (B20+B26)	184,000
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REVENUE	
Direct Revenue Allowed	184,000
Indirect Revenue Allowed	
TOTAL REVENUE	184,000

Unrecovered Direct Cost	-
Unrecovered Indirect Cost	-
Total B-29 Costs	-

Revenue Located

Low Org	45305
Revenue Account	45982

PROGRAM INDIRECT RATES*	
Internal Rate	11.48%
External Rate	6.35%

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) for your program's rates



County of San Diego
Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: 45982

1. Department ORG: # D5953 Department Name: HHSA- BHS
Contact Person: Dan Vasquez Phone: 619-341-9245
Low Org: # 45305 (optional)

2. Requested Revenue Account Title: Fed HHS 93.959 substance Abuse Prevention and Treatment

3. Anticipated Annual Revenue: \$ 92,000

4. Revenue will be Budgeted Beginning with: F.Y. 25/26

5. A. Source of Revenue: ☒ Federal ☐ Federal ARRA* Stimulus ☐ State
☐ Public Agency ☐ Individual ☐ Other
* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain: Friday Night Live is part of the SABG allocation from DHCS which was given to Tulare County Superintendent of Schools for administration. This agreement will allow the County to bill the Tulare County Superintendent of Schools and not paid for Friday Night Live SABG funding upon completion of deliverables as specified on the

B. Authority: BL on January 26, 2021 MO #11

C. Form of Revenue: ☒ Grant ☐ Subvention ☐ Fee ☐ License ☐ Contract ☐ Other
If Fee or License, indicate amount: \$

Please Explain: Reimbursement for services claimed

D. Service Provided: Implement Friday Night Live (FNL) programs such as friday night live, club live, friday night live kids, and or friday night live mentoring by supporting existing chapters and developing new chapters. Demonstrate efforts to become a member in good standing. Utilize the primary prevention and data system to report all

E. Means of Projecting for Budget (formula used): Based on the amount in the agreement

F. How is the Revenue Received: ☒ Reimbursements ☐ Advances ☐ Other

Please Explain: Annual claim to Tulare by June 30 per year

G. When is the Revenue Received: ☒ Annually ☐ Quarterly
☐ Monthly ☐ Daily ☐ Other

Please Explain: After receipt of annual claim. Payment will be made at the end of the project year.

6. Cost Recovery: ☒ Full Recovery ☐ A-87 ☐ Other

Please Explain: Amount awarded to contractor is based on the Agreement amount which is \$184,000 annually (FY25/26 & FY26/27)

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Amelia Juengab

Date: Jun 12, 2025

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

June 3, 2025

County of San Diego, BHS
3255 Camino Del Rio South
San Diego, CA 92108

Danyte Mockus-Valenzuela,

Attached is your two-year agreement (FY25-26 & FY26-27) for Friday Night Live (FNL) Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) funds from the Tulare County Office of Education/California Friday Night Live Partnership.

You were identified as your agency's primary contact through the opt-in form. Please facilitate the countersignature/full execution of the attached Agency Agreement. The signatory will need to sign, date, and provide their title on the signature block (page 4)

Once signed, please return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please contact Katelyn Williford (Katelyn.Williford@tcoe.org or 559-733-6496 ext. 1264) with any questions regarding this agreement.

Sincerely,

Karla Doyer

Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF AGENCY:

(Please provide a detailed description of services and deliverables to be provided by County of San Diego, Behavioral Health Services.)

See Exhibit A

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

See Exhibit A

FEE SCHEDULE

The contract total for services to be provided are estimated to be

\$92,000.00 per year for a contract of \$184,000.00. Invoices will be submitted on an annual basis, no later than June 30, 2026 for FY25/26 and June 30, 2027 for FY26/27.

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A) FNL SUBG Exhibit A - Scope of Services 2025-2027.pdf 76.33KB

Exhibit (B) FNL SUBG Exhibit B.pdf 71.13KB

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 260226

THIS AGREEMENT, is entered into between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT and County of San Diego, Behavioral Health Services referred to as AGENCY

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

7/1/2025

and shall expire on .

6/30/2027

2. **SERVICES:** AGENCY shall provide services as set forth. (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES:** SUPERINTENDENT shall pay AGENCY for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 184,000.00

4. METHOD OF PAYMENT:

- a. AGENCY must submit itemized invoices to SUPERINTENDENT for the cost of the services.
- b. AGENCY is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION:** SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or AGENCY or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions indicate their agreement by their authorized signatures below.

AGENCY

County of San Diego, Behavioral Health Services
3255 Camino Del Rio South
San Diego, CA 92108

SUPERINTENDENT

Tim A. Hire, Superintendent
Tulare County Superintendent of
Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature

Tim A. Hirc

Date

5/29/2025

AGENCY

Signature

Andrew Gregor

Date

8/22/25

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *Andrew Gregor*

ANDREW GREGOR, SENIOR DEPUTY

TCOE Program Information

Contact Person:

Perla Estrada

Telephone:

5597336496 ext 1265

Department/Program: California Friday Night Live Partnership

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

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

By: *San Haller* Date: 08/21/2025
Deputy Clerk of the Board Supervisors

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF AGENCY:

- Implement a Friday Night Live (FNL) program by building partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities.
- Demonstrate efforts to meet FNL Program Integrity Review (PIR) standards. FNL PIR requirements include:
 - o Administrative requirements:
 - Submit an annual FNL County Profile.
 - Certify each FNL chapter annually.
 - Collect and submit data through the Department of Health Care Service's (DHCS) data collection system on a monthly basis.
 - Administer the Youth Development Survey annually.
 - Identify a PIR chapter; complete and submit a PIR chapter plan and summary on a bi-annual basis.
 - o Technical assistance requirements:
 - Attend monthly California Friday Night Live Collaborative (CFNLC) meetings (virtual and/or in-person).
 - Attend the annual Leadership Training Institute conference.
 - Participate in technical assistance meetings with the California Friday Night Live Partnership (CFNLP), as identified.
 - o Programming requirements:
 - Youth development – adhere to the FNL Standards of Practice and implement the FNL Core Components (*see EXHIBIT B*).
 - Alcohol, tobacco, and other drugs (ATOD) prevention – implement FNL chapters focused on the prevention of underage ATOD use and other topics as identified by youth partners.
 - Program promotion – ensure program fidelity and logo integrity through branding and promotional efforts.

2. RESPONSIBILITIES OF SUPERINTENDENT:

- The CFNLP/Superintendent will provide technical assistance (TA) to support the successful implementation of all contractor responsibilities.
- The CFNLP/Superintendent will maintain and provide access to the website (FNL CORE) where documents related to PIR will be uploaded/submitted.

EXHIBIT A

FEE SCHEDULE

The agreement total for services to be provided is estimated to be \$ 184,000.00.

AGENCY shall submit one invoice and narrative report per project year. The invoice and narrative report will be submitted in accordance with the dates below by one of the two following methods:

MAIL: Tulare County Office of Education
California Friday Night Live Partnership
Attn: Katelyn Williford
PO Box 5091
Visalia, CA 93278-5091

EMAIL: katelyn.williford@tcoe.org

<u>Project Year</u>	<u>Invoice & Report Narrative Due Date</u>	<u>Contract Amount</u>
July 1, 2025 – June 30, 2026	June 30, 2026	\$ 92,000.00
July 1, 2026 – June 30, 2027	June 30, 2027	\$ 92,000.00

Payment will be made at the conclusion of the project year. Funding for this agreement is dependent upon the CFNLP's grant award from the Department of Health Care Services, utilizing federal Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBG) dollars.

EXHIBIT B

FRIDAY NIGHT LIVE STANDARDS OF PRACTICE

- **A Safe Environment**
 - **Physical Safety** – to feel safe physically, free from the risk of harm.
 - **Emotional Safety** – to feel safe emotionally, to feel like they can be who they are.
- **Opportunities for Community Engagement**
 - **Knowledge of Community** – to learn about their community and its resources.
 - **Interaction / Interface with the Community** – to interact and work with community members.
 - **Communication with the Community** – to communicate about the program or youth issues.
 - **Contribution to the Community** – to give back and serve the community.
- **Opportunities for Leadership & Advocacy**
 - **Decision-Making and Governance** – to participate in decision-making and occupy leadership roles, such as staff or board roles.
 - **Youth Voice** – to learn to express their opinions constructively and to hear those of others.
 - **Action** – to take action on issues or projects they care about outside of the program – in the community, at school.
- **Opportunities to Build Caring & Meaningful Relationships with Peers & Adults**
 - **Peer Knowledge** – to learn about their peers and build relationships with them.
 - **Adult Knowledge / Guidance** – to learn about the adult staff and build relationships with them.
 - **Emotional Support** – to feel supported emotionally by others in the program.
 - **Practical Support** – to feel like their practical needs are met by adult staff.
 - **Sense of Belonging** – to feel like they belong, like they matter to the group and its success.
- **Opportunities to Engage in Interesting & Relevant Skill Development Activities**
 - **Specific Skills** – to develop and build specific skills through program activities.
 - **Challenging and Interesting Activities** – to engage in interesting and challenging activities.

EXHIBIT B

FRIDAY NIGHT LIVE CORE COMPONENTS

The components characterize elements within all Friday Night Live Programs and how they implement prevention programming that reflects youth development best practices. The components define how FNL groups are formed, what services we provide, and how we connect to the community.

- **Chapters**
Chapters describe a group of committed young people and at least one adult ally working together. Chapters provide Skill Development, Opportunities, and Outreach through ongoing partnerships at local sites.
- **Opportunities**
Opportunities are any safe environment or avenue in which youth and adults accomplish a project or task in partnership, with shared power and ownership.
- **Outreach**
Outreach engages youth, adults, and systems in building the partnerships that create positive and healthy youth development.
- **Skill Development**
Skill Development occurs in purposeful activities and opportunities that promote or result in building skills, mastery, resiliency, and core competencies.



DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

AMY HARBERT
DIRECTOR

P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6700 or (800) 253-9933
www.sdcdehq.org

HEATHER BUONOMO
DIRECTOR OF ENVIRONMENTAL HEALTH

July 16, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch
Deputy Chief Administrative Officer

FROM: Amy Harbert, Director
Department of Environmental Health and Quality

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE OTAY WATER DISTRICT

Attached for your execution, pursuant to San Diego County Administrative Code, Article VIII, Section 123, is a revenue agreement with the Otay Water District for Industrial Hygiene services. The term of the agreement is from the final date signed by all parties through June 30, 2030. These services are provided by the Department of Environmental Health and Quality (DEHQ) Community Health Division.

Please execute and return two copies of the enclosed revenue agreement to:

Department of Environmental Health and Quality
Attn: Traci Mitchell
Mail Stop: O-560

If you have any questions regarding this request, please contact Traci Mitchell, DEHQ Contract Coordinator at (858) 505-6975.

Enclosure



DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

AMY HARBERT
DIRECTOR

P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6700 or (800) 253-9933
www.sdcdehq.org

HEATHER BUONOMO
DIRECTOR OF ENVIRONMENTAL HEALTH

July 16, 2025

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Amy Harbert, Director
Department of Environmental Health and Quality

REQUEST FOR APPROVAL OF A REVENUE AGREEMENT WITH THE OTAY WATER DISTRICT FOR OCCUPATIONAL HEALTH SERVICES

Pursuant to San Diego County Administrative Code, Article VIII, Section 123, the Department of Environmental Health and Quality (DEHQ) is requesting CAO approval of a revenue agreement for DEHQ to provide Industrial Hygiene services to the Otay Water District.

A. SERVICES: The services shall include, but not be limited to:

- a. Respiratory Protection Program
- b. Ventilation System Design and Monitoring
- c. Hazard Evaluations
- d. Health and Safety Training
- e. Noise Exposure Monitoring
- f. Asbestos and Lead Management Services
- g. Workstation Design and Ergonomic Training

B. ALTERNATIVES: There are no direct impacts to the County if this revenue agreement is not approved. The impact would be a public health risk to employees of the District, and to the public who use their facilities, due to possible exposure to mold, asbestos and other possibly hazardous materials.

C. FISCAL IMPACT: Funds for this revenue agreement are included in the Fiscal Year 2025-26 Operational Plan for the Department of Environmental Health and Quality. Compensation shall not exceed \$4,000 for services provided from the final date signed by all parties through June 30, 2026, and shall not exceed \$4,000 annually through Fiscal Year 2029-30. The District will be billed at an hourly rate which is calculated to include all overheads and indirect costs. The rate is calculated each billing period to ensure full cost recovery and will result in no net County cost.

D. AWARD NUMBER: The Award Number assigned by the Auditor and Control for this agreement is 506739.

If there are any questions, please contact the DEHQ Contract Coordinator, Traci Mitchell at (858) 505-6975.

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

Date: 7/14/25 Department: Environmental Health and Quality

Contract Begin Date: date signed End Date: 6/30/2030 Grant: No

*Oracle Award #: 506739 Org #: 44500 Amount: \$2,000 Annually

Contact Person: Traci Mitchell Phone #: 858-505-6975

Contracting Agency/Grantor: Otay Water District

Description: Under this contract the County will continue to provide Industrial hygiene services to the Otay Water District as requested. This is a full cost recovery agreement as billing shall be based on actual hourly costs plus laboratory costs. Amount \$2,000 annually for a total not to exceed \$2,000.

☒ 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:

Amy Hamlet

Date: 7/17/25

Approved By:

Group Finance Director:

Amie Fleegton

Date: 8/6/25

County Counsel:

Morgan Hubbard

Date: 7-14-25

Chief Administrative Officer:

Jennifer Lawson

Date: 8/12/25

Office of Financial Planning:

Angela Kennedy

Date: 8/19/2025

* 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: <u>TK</u>	OFP#: <u>26-17</u>



**INDUSTRIAL HYGIENE SERVICES AGREEMENT
BETWEEN
OTAY WATER DISTRICT
AND
COUNTY OF SAN DIEGO
DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY**



This agreement ("Agreement") is made as of the date signed by the County of San Diego between the Otay Water District, a municipal water district formed and existing pursuant to the California Municipal Water District Act of 1911, as amended, ("DISTRICT"), and the County of San Diego ("COUNTY").

WITNESS THAT WHEREAS:

- A. DISTRICT desires that industrial hygiene services be provided by the COUNTY; and
- B. COUNTY employs personnel trained and qualified to perform the services contemplated herein, including employing one or more specialists, each appropriately licensed in the State of California, and the result of which is that the COUNTY is otherwise qualified to render professional services;

NOW THEREFORE, it is mutually agreed by and between DISTRICT and COUNTY as follows:

1. The term of this Agreement shall be from agreement execution through June 30, 2030.
2. Compensation shall be in the amount not to exceed Two Thousand and No/100 Dollars (\$2,000.00) annually for services through June 30, 2030 and pursuant to the conditions contained in Exhibit A, which is attached and incorporated by this reference.
3. COUNTY shall provide the services as described in Exhibit A.
4. All services provided by COUNTY pursuant to this Agreement will be supervised by the supervising industrial hygienist (or other equally qualified staff in the event of a vacancy). COUNTY makes no other warranty concerning these services, and disclaims all implied warranties that may legally be disclaimed.
5. Except for extensions pursuant to paragraph 17 below, this Agreement may only be amended upon written mutual agreement between DISTRICT and COUNTY.
6. This Agreement does not obligate COUNTY to detect violations of law or regulations, or unsafe conditions created or allowed to continue in existence as a result of DISTRICT action or inaction, nor does it obligate the COUNTY to notify the DISTRICT of such violations or conditions whether or not known to the COUNTY.
7. COUNTY hereby agrees to defend and indemnify DISTRICT, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "DISTRICT PARTIES"), from any claim, action or proceeding against DISTRICT PARTIES, arising solely out of the acts or omissions of COUNTY in the performance of this service agreement. At its sole discretion, DISTRICT PARTIES 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. DISTRICT PARTIES shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

8. DISTRICT hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees (hereafter collectively referred to in this paragraph as "COUNTY PARTIES") from any claim, action or proceeding against COUNTY PARTIES, arising solely out of the acts or omissions of DISTRICT in the performance of this Agreement. At its sole discretion, COUNTY PARTIES may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve DISTRICT of any obligation imposed by this Agreement. COUNTY PARTIES shall notify DISTRICT promptly of any claim, action or proceeding and cooperate fully in the defense.
9. COUNTY hereby agrees to defend itself, and the DISTRICT hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and DISTRICT. In such cases, COUNTY and DISTRICT 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 11 below.
10. Notwithstanding Paragraph 9 above, in cases where COUNTY and DISTRICT agree in writing to a joint defense, COUNTY and DISTRICT may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of DISTRICT and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and DISTRICT. COUNTY and DISTRICT agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in Paragraph 11 below. COUNTY and DISTRICT further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and DISTRICT.
11. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and DISTRICT may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
12. Either COUNTY or DISTRICT may terminate this Agreement with thirty (30) days advance written notice given by the authorized representative or his or her designee, per Paragraph 13. below.
13. The COUNTY's authorized representative shall be the Director of the Department of Environmental Health and Quality or the Director of Environmental Health and the DISTRICT's authorized representative shall be the District's Safety & Security Specialist.
14. This Agreement and its Exhibits are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Exhibits, the provisions of this Agreement shall prevail.
15. This Agreement shall be governed by the laws of the State of California.
16. COUNTY is an independent contractor and no agency relationship either expressed or implied, is created by the execution of this Agreement.
17. This Agreement shall continue beyond the final date of the term as set forth in Paragraph 1, above or in any agreed extension, pending renewal of the Agreement, if DISTRICT's authorized representative

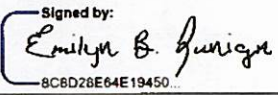

has notified COUNTY's authorized representative of an intention to renew the Agreement, and neither party has terminated the agreement pursuant to Paragraph 12, above. DISTRICT shall pay for such extended services at the rate or rates provided in a subsequent agreement, or if no such agreement is reached, at the rates provided in this Agreement.

18. If compensation, as set forth in Paragraph 2, above, is projected to be insufficient to pay for services through the final date of this Agreement. COUNTY agrees to continue to provide services pending amendment of the Agreement, provided that DISTRICT provides COUNTY with a written notice to proceed and agrees to compensate COUNTY for services in accordance with the terms of this Agreement until an amended agreement is executed.
19. Nothing in this Agreement and no action by the COUNTY pursuant to this Agreement shall shift responsibility for compliance with applicable law at DISTRICT facilities from DISTRICT to COUNTY.
20. Nothing in this Agreement and no action by the COUNTY pursuant to this Agreement shall preclude the COUNTY from taking any enforcement action against DISTRICT in COUNTY's capacity as a regulatory and enforcement agency. DISTRICT covenants that it will not assert that this Agreement provides or supports any defense against any such COUNTY enforcement action.
21. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

County of San Diego	Otay Water District
Dept of Environmental Health and Quality	
Traci N. Mitchell, Administrative Analyst	Emilyn B. Zuniga, Safety & Security Specialist
PO Box 129261	Jenny Diaz, Executive Assistant
San Diego, CA 92112-9261	2554 Sweetwater Springs Blvd.
	Spring Valley, CA 91978

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

	OTAY WATER DISTRICT	COUNTY OF SAN DIEGO
Signature	 Signed by: Emilyn B. Zuniga 8C6D28E64E19450...	
Printed Name	Emilyn B. Zuniga	Andrew Potter
Title	Safety & Security Specialist	Clerk of the Board of Supervisors
Date Signed	7/1/2025 11:24:20 PDT	8/22/25

	Approved as to form and legality:	Approved as to form and legality:
Signature	 DocuSigned by: Daniel R. Shinoff, Esq. 4CA2A82789FF4F1	
Name	Daniel R. Shinoff, Esq.	Greg Lusitana
Title	General Counsel Otay Water District	Sr Deputy County Counsel County of San Diego
Date	7/1/2025 11:34:09 PDT	

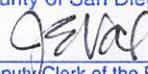
Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 8/21/25
Deputy Clerk of the Board Supervisors

EXHIBIT A

STATEMENT OF WORK:

The County shall provide industrial hygiene-related services as requested, subject to available County resources at the time a request is received, including, but not limited to, services in the following areas:

1. Respiratory Protection Program
2. Ventilation System Design and Monitoring
3. Hazard Evaluations
4. Health and Safety Training
5. Noise Exposure Monitoring
6. Asbestos and Lead Management Services
7. Workstation Design and Ergonomic Training

All services will be supervised by the supervising industrial hygienist (or other equally qualified staff in the event of a vacancy).

The approach, scope, and methodology of the above services shall conform to the written instructions of the District but, if such instructions are not issued or incomplete, services shall take into account the requirements of regulating agencies such as the California Occupational Safety and Health Administration (Cal/OSHA), State and County Health Departments, and the California and Federal Environmental Protection Agency (EPA). If specific instructions are not issued and specific regulations do not exist, the County shall take into account the published recommendations of relevant government agencies or professional organizations.

COMPENSATION:

This is a full cost recovery agreement. The District shall be billed based on actual labor and material costs plus laboratory costs incurred in the performance of the above services. The full cost recovery rate is currently budgeted at \$196.00 an hour plus laboratory costs. Actual hourly costs and billing may vary from the budgeted hourly rate depending on actual costs for services provided. The COUNTY's minimum billing increment is 1/10th of an hour.

DISTRICT shall compensate COUNTY for any actual labor and material costs incurred by COUNTY pursuant to any request by DISTRICT. This includes any labor and material costs incurred by COUNTY in response to any request by DISTRICT even if services are not completed for any reason.

COUNTY shall invoice the District on a quarterly basis. The invoice shall reference this agreement and the dates of service covered. Invoices shall be sent to Jenny.Diaz@otaywater.gov and AccountsPayable@otaywater.gov.

COSD CLERK OF THE BOARD
2025 AUG 18 AM 11:55



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

August 12, 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 FRIAS PRESENTS 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.

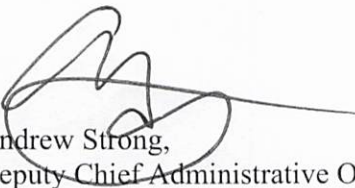
Enclosed is a revenue agreement with the Frias Presents LLC and the County of San Diego, Sheriff's Office, for law enforcement security services for Frias Event Para La Musica, on August 31, 2025 to November 9, 2025.

The value of this contract will not exceed \$16,939.80 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:	<input type="text" value="8/12/25"/>	Department:	<input type="text" value="SHERIFF"/>		
Contract Begin Date:	<input type="text" value="8/31/25"/>	End Date:	<input type="text" value="11/9/25"/>	Grant:	<input type="text" value="NO"/>
*Oracle Award #:	<input type="text" value="509890"/>	Org #:	<input type="text" value="39741"/>	Amount:	<input type="text" value="\$16,939.80"/>
Contact Person:	<input type="text" value="Christy Moreno"/>			Phone #:	<input type="text" value="(858) 314-9615"/>
Contracting Agency/Grantor:	<input type="text" value="Frias Presents LLC"/>				
Description:	<input type="text" value="Law Enforcement Security Service for the Frias Event Para La Musica"/>				

- ☒ 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: Digitally signed by Gapuz, Dane
Date: 2025.08.12 09:04:38 -07'00' Date:

Approved By:

Group Finance Director:	<input type="text" value="Karen Mahan"/>	Date:	<input type="text" value="8/14/25"/>
County Counsel:	<input type="text" value="Mark Day"/>	Date:	<input type="text" value="8/14/25"/>
Chief Administrative Officer:	<input type="text" value=""/>	Date:	<input type="text" value="8/14/25"/>
Office of Financial Planning:	<input type="text" value="Angela J. Jaramila"/>	Date:	<input type="text" value="8/15/2025"/>

* 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: <input type="text" value="TK"/>	OFP#: <input type="text" value="26-16"/>



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

From: Christy Moreno, (858) 314-9615		Bureau/Division, or Section: MSB - Contracts						Date: August 12, 2025					
Subject: Reimbursable Services Agreement - Frias Presents LLC, Frias Event Para La Musica on August 31, 2025 - November 9, 2025 - \$16,939.80													
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, Sheriff's Contract Manager <i>DG</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group <i>AS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Mark Day, Sr. Deputy County Counsel <i>M.D.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Toroshinia Kennedy, Office of Financial Planning <i>TK</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Andrew Potter, Clerk of the Board <i>AP</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS: Other: 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 O-41 Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

August 12, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE FRIAS PRESENTS 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 the Frias Presents LLC to provide law enforcement security services for Frias Event Para La Musica on August 31, 2025 through November 9, 2025.

The value of this contract will not exceed \$16,939.80. 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 FRIAS PRESENTS LLC, THE COUNTY OF SAN DIEGO AND
THE SAN DIEGO COUNTY SHERIFF RSA #01**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 30th day of June 2025 by and between Frias Presents 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 Frias Event, Para La Musica.
2. The term of this Agreement shall commence on August 31, 2025, at 12:30am, and shall continue in effect through and terminate after November 9, 2025, at 09:30pm.
 - ~~July 20, 2025 – 4 Deputies, 9 hours each~~
 - ~~August 10, 2025 – 4 Deputies, 9 hours each~~
 - August 31, 2025 – 4 Deputies, 9 hours each
 - October 12, 2025 – 4 Deputies, 9 hours each
 - November 9, 2025 – 4 Deputies, 9 hours each
3. COUNTY Coordinator of this Agreement shall be Lt. Perkins, (619) 938-1370.
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 of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
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:

Frias Presents LLC
Attn: Elvis Frias
219 E. Washington Ave
Santa Ana, CA 92701
(949) 456-6121
elvis@friaspresents.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

ELVIS FRIAS
FRIAS PRESENTS LLC

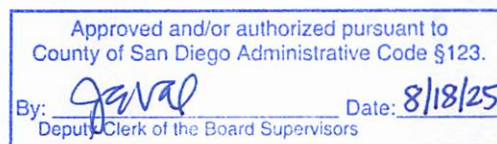
[Signature] Managing Director
Signature Title/Rank
ELVIS FRIAS
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

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

COUNTY OF SAN DIEGO

[Signature]
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
1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <i>WITH</i> <i>OVERHEAD*</i>	TOTAL
Deputy July 20, 2025	4	0.0		\$ 156.85	\$ -
Deputy August 10, 2025	4	0.0		\$ 156.85	\$ -
Deputy August 31, 2025	4	9.0		\$ 156.85	\$ 5,646.60
Deputy October 12, 2025	4	9.0		\$ 156.85	\$ 5,646.60
Deputy November 9, 2025	4	9.0		\$ 156.85	\$ 5,646.60
					\$ -
Add'l Positions: <i>(Specify on Lines Below)</i>					\$ -
Lieutenant	1			\$ 218.61	\$ -
Dispatcher	1			\$ 100.33	\$ -
					\$ -
				Sub-Total	\$ 16,939.80
				TOTAL	\$ 16,939.80

Contact the Sheriff's Office Contracts Management Unit at (858) 314-9615 for assistance.