



MARISA K. BARRIE, PE  
DIRECTOR

**PUBLIC WORKS**  
5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237  
(858) 694-2212

KATHRYN A. STEWART, PE  
ASSISTANT DIRECTOR

March 9, 2026

TO: Andrew Potter  
Clerk of the Board of Supervisors

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

FROM: Marisa K. Barrie, PE, Director  
Department of Public Works

*Marisa Barrie*  
**Marisa Barrie**

Digitally signed by Marisa Barrie  
Date: 2026.03.13 16:03:21  
-0700'

**EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH HELIX WATER DISTRICT FOR THE BRADLEY AVENUE-STATE ROUTE 67 INTERCHANGE PROJECT**

Pursuant to County of San Diego (County) Administrative Code Section 123, and Board Policy B-29, this is a request to execute a revenue agreement between the County and Helix Water District (HWD) for design engineering services to relocate an 8-inch diameter water pipeline and appurtenances to eliminate conflicts with the Bradley Avenue-State Route 67 Interchange Project (Project). The agreement allows the County, through the Department of Public Works (DPW), to provide design services for the relocation of HWD facilities. The design services will be performed to address water system conflicts on the project that are the responsibility of HWD and will be performed by the same consultant that is designing the Project. The agreement and use of the same consultant for this work will minimize potential utility relocation conflicts and delays on the Project. The term of the agreement is February 26, 2026, through June 30, 2027.

This agreement supports the Community Initiative in the County of San Diego 2025-2030 Strategic Plan by improving County roadway infrastructure to expand pedestrian and bicycle facilities, enhance road safety, improve accessibility to transportation facilities, and promote multi-modal transportation activities. The County estimates that the work represented by this agreement will not exceed \$122,752.50. Full recovery is expected in accordance with Board Policy B-29.

After executing the two enclosed originals, please keep one for your files and return one to:

Department of Public Works, Engineering Division – Mail Stop (0340)  
Attention: Samir Nuhaity

Please contact Samir Nuhaily at (619) 507-7754 or [samir.nuhaily@sdcountry.ca.gov](mailto:samir.nuhaily@sdcountry.ca.gov) for any questions regarding this request.

Enclosure: Revenue Agreement with Helix Water District



**PUBLIC WORKS**

5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237  
(858) 694-2212

**MARISA K. BARRIE, PE**  
DIRECTOR

**KATHRYN A. STEWART, PE**  
ASSISTANT DIRECTOR

March 9, 2026

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

FROM: Marisa K. Barrie, PE, Director  
Department of Public Works

**Marisa Barrie**  
Digitally signed by Marisa Barrie  
Date: 2026.03.13 16:02:53 -0700

**REQUEST FOR APPROVAL OF A REVENUE AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE HELIX WATER DISTRICT THE BRADLEY AVENUE-STATE ROUTE 67 INTERCHANGE PROJECT.**

Enclosed for your approval pursuant to County of San Diego (County) Administrative Code Section 123, and Board Policy B-29, is a revenue agreement between the County and Helix Water District (HWD) for design engineering services to relocate an 8-inch diameter water pipeline and appurtenances to eliminate conflicts with the Bradley Avenue-State Route 67 Interchange Project (Project). The agreement allows the County, through the Department of Public Works (DPW), to provide design services for the relocation of HWD facilities. The design services will be performed to address water system conflicts on the project that are the responsibility of HWD and will be performed by the same consultant that is designing the Project. This agreement supports the Community Initiative in the County of San Diego 2025-2030 Strategic Plan by improving County roadway infrastructure to expand pedestrian and bicycle facilities, enhance road safety, improve accessibility to transportation facilities, and promote multi-modal transportation activities. The term of the contract is February 26, 2026, through June 30, 2027.

**A. SERVICES:** The services to be provided include, but are not limited to:

- Contract management by DPW
  - Existing waterline location and depth verification
  - Preparation of final plans and specifications for waterline relocation to accommodate Project.
- 
- **ALTERNATIVES:** The purpose of this revenue agreement is to minimize potential utility relocation conflicts and delays on the Bradley Avenue-State Route 67 Interchange project. If this revenue agreement is not approved, Helix Water District would still be responsible for the

design plans and specifications for the relocation of their facilities to accommodate the Project. Helix Water District does not currently have the ability to meet the County's design schedule, which would delay construction of the Project.

**B. FISCAL IMPACT:** Funds for this revenue agreement are included in the Fiscal Year 2025-26 Operational Plan in the Department of Public Works Road Fund Detailed Work Program. Total funding available to San Diego County is \$122,752.50. Full recovery is expected in accordance with Board Policy B-29.

**C. AWARD NUMBER:** Auditor and Controller assigned 510144 for this Reimbursement Agreement.

Please contact Samir Nuhaily, Deputy Director Public Works, at (619) 507-7754 or [SamirM.Nuhaily@sdcounty.ca.gov](mailto:SamirM.Nuhaily@sdcounty.ca.gov) for any questions regarding this request.

MB:arc

Enclosure: Revenue Agreement




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

|                             |   |             |                         |         |            |
|-----------------------------|---|-------------|-------------------------|---------|------------|
| Date:                       | 02/20/2026  | Department: | Public Works - CIP      |         |            |
| Contract Begin Date:        | 02/26/2026  | End Date:   | 06/30/2027              | Grant:  | No         |
| *Oracle Award #:            | 510144  | Org #:      | 53405                   | Amount: | 122,752.50 |
| Contact Person:             | Alan Redmon   |             | Phone #: (619) 904-1202 |         |            |
| Contracting Agency/Grantor: | Helix Water District  |             |                         |         |            |
| Description:                | Revenue agreement between County of San Diego and Helix Water District for design services. |             |                         |         |            |

- The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: **Marisa Barrie** Digitally signed by Marisa Barrie  
Date: 2026.03.13 16:03:39 -07'00' Date:

Approved By:

|                               |  |       |            |
|-------------------------------|--|-------|------------|
| Group Finance Director:       |  | Date: | 3/24/2026  |
| County Counsel:               | Thomas L. Bosworth   | Date: | 03/18/2026 |
| Chief Administrative Officer: |  | Date: | 3/24/26    |
| Office of Financial Planning: |  | Date: | 3/25/2026  |

\* 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 Supervisors
- Revenue or Grant Agreement

|              |             |
|--------------|-------------|
| OFP USE ONLY |             |
| Init: TK     | OFP#: 26-65 |

**Davis, Christina**

---

**From:** Bosworth, Thomas L  
**Sent:** Wednesday, March 18, 2026 12:17 PM  
**To:** Morgan, William  
**Subject:** RE: FOR SIGNATURE: Bradley Avenue SR67 Interchange Project Revenue Agreement \_ Helix Water district and County of San Diego  
**Attachments:** Bradley Ave AC OFP Form - RevenueContractsUnder250K.pdf

Bill,

The form wouldn't let me e-sign...so I just typed it in. Do you think that will work?

Tom

**From:** Morgan, William <William.Morgan@sdcounty.ca.gov>  
**Sent:** Tuesday, March 17, 2026 3:47 PM  
**To:** Bosworth, Thomas L <Thomas.Bosworth@sdcounty.ca.gov>  
**Subject:** FW: FOR SIGNATURE: Bradley Avenue SR67 Interchange Project Revenue Agreement \_ Helix Water district and County of San Diego

Hi Tom,

Can you please sign the attached OFP form and return. Related to the Bradley Ave DPW/Helix revenue agreement

Thanks,



**William Morgan, P.E. Assistant Director**  
Department of Public Works  
County of San Diego Land Use and Environment Group  
C: 619-994-1316  
Email: [william.morgan@sdcounty.ca.gov](mailto:william.morgan@sdcounty.ca.gov)

**From:** Farahani, Samira <Samira.Farahani@sdcounty.ca.gov>  
**Sent:** Tuesday, March 17, 2026 3:11 PM  
**To:** Morgan, William <William.Morgan@sdcounty.ca.gov>  
**Cc:** Redmon, Alan R <AlanR.Redmon@sdcounty.ca.gov>  
**Subject:** RE: FOR SIGNATURE: Bradley Avenue SR67 Interchange Project Revenue Agreement \_ Helix Water district and County of San Diego

Bill;

As we discussed, attached are the final versions of all documents that have been received with signatures for the Helix water revenue agreements, which need to be routed to LUEG for the Clerk of the Board's signature.

Please let me know if you need any more information.

Regards,

**REVENUE AGREEMENT BETWEEN THE  
COUNTY OF SAN DIEGO AND HELIX WATER DISTRICT FOR THE  
BRADLEY AVENUE-STATE ROUTE 67 INTERCHANGE PROJECT**

THIS REVENUE AGREEMENT is executed this 21st day of January, 2026, by and between the County of San Diego, a political subdivision of the State of California (COUNTY), and the Helix Water District, an irrigation district established under the Irrigation District Law, Water Code § 20500 et seq. (HELIX).

WITNESSETH

WHEREAS, the Board of Supervisors of the COUNTY, authorized the Director of DPW to execute a cooperative agreement between Caltrans and the County for the advertisement, award, and administration of a construction contract for the State Route 67/Bradley Avenue Interchange Project, in the vicinity of El Cajon, California, in the location identified in Exhibit A (hereinafter referred to as "Project"); and

WHEREAS, COUNTY has informed HELIX that certain existing water facilities owned by HELIX located within Bradley Avenue/SR67 Interchange Project conflict with the Project and that, since the County has prior rights in the area covered by the Project, Helix must relocate or be responsible for the costs of relocation of said facilities to accommodate the Project improvements; and

WHEREAS, HELIX has requested that COUNTY proceed with the development of engineering plans, specifications, and engineer's estimate (collectively PS&E), administration, and other documentation related to the relocation of the water facilities at issue, which relocation will generally include new water pipe, private service laterals, and related appurtenances (hereinafter "Helix Water Facilities") and has requested that the COUNTY include the relocation of the Helix Water Facilities in the Caltrans advertisement, bid, and construction documents for the project. Any conflicts between the design of the Waterline Replacement and the Interchange Reconstruction shall be resolved by adjusting the design of the Waterline Replacement. Design costs to resolve these conflicts shall be borne by HELIX whether prepared by HELIX or COUNTY. The PS&E prepared for HELIX's portion of the Waterline replacement shall be included within the request for bids for the Project as separate bid items; and

WHEREAS, the COUNTY is amenable to including the development of the PS&E for relocation of the Helix Water Facilities in the Project, provided HELIX reimburses COUNTY for the full cost to prepare the PS&E, administration and other costs incurred to complete the work to include Helix Water Facilities in the Project. The inclusion of the PS&E in the bid contract for the Project will be subject to HELIX's subsequent agreement to pay the cost to complete the work on the Helix Water Facilities.

## AGREEMENT

NOW THEREFORE, for mutual and valuable consideration and in consideration of the covenants and agreements contained herein, it is agreed between the Parties hereto as follows:

1. County Responsibilities. COUNTY shall, through a mutually acceptable consultant selected by COUNTY or by utilizing COUNTY staff, develop the PS&E to include the Helix Water Facilities in the COUNTY's bid documents for the project. COUNTY shall coordinate review and acceptance of PS&E with HELIX to ensure compliance with HELIX's standards and other acceptable standards for the construction of the Helix Water Facilities. This agreement is limited to the design work necessary to provide relocation of the Helix Water Facilities. The COUNTY shall designate a "Project Manager" to manage the Project design and coordinate with HELIX. COUNTY shall give Notice to HELIX of the name, telephone number, mailing address, and email address for the Project Manager.

2. Helix Responsibilities. HELIX shall review and provide final acceptance of the PS&E and any other documents necessary to complete the design work for the relocation of the Helix Water Facilities within 15 working days from the date of receipt. HELIX shall not unreasonably condition or delay any required reviews or authorizations. HELIX shall designate a "Project Manager" to manage the design review of the Helix Water Facilities. HELIX shall give Notice to COUNTY of the name, telephone number, mailing address, and email address for the Project Manager.

3. Payment. As the project progresses, COUNTY shall invoice HELIX for costs related to the development of the PS&E and other necessary documents following the receipt of an invoice from its consultant or contractor on which such costs appear; or, in the event the COUNTY performs work utilizing staff, after the costs are incurred. HELIX shall reimburse the COUNTY for costs required to develop the PS&E as indicated in Exhibit 'B' (Consultant Fee Schedule), any other necessary design documents or analysis, and for COUNTY administration costs to provide for the relocation of the Helix Water Facilities. HELIX shall reimburse COUNTY within thirty (30) days of the receipt of an invoice from COUNTY. Notwithstanding the foregoing, COUNTY's administrative costs shall not exceed ten percent (10%) of the total cost to develop the PS&E for the HELIX Water Facilities, unless COUNTY can demonstrate that unusual circumstances warranted a greater expense; and, in that event the administrative costs shall not exceed twenty percent (20%) of the total cost to develop the PS&E for the Helix Water Facilities.

(a) Invoices. The COUNTY invoice shall include the following: (i) a copy of the contractor's or consultant's invoice or itemization of COUNTY staff costs; (ii) identification of those costs attributed to the Helix Water Facilities; (iii) net total charge owed by HELIX; and (iv) if applicable, requests for additional funds to complete the development of the PS&E and other necessary documents for the Helix Water Facilities.

Notwithstanding subsections (i)–(iii) above, HELIX's total liability for design shall not exceed the amount identified in Exhibit 'B', except pursuant to an approved authorization for extra work approved in writing by HELIX's authorizing body or General Manager. In the event HELIX elects not to authorize extra work necessary to complete the design, COUNTY may elect to remove the relocation of the Helix Water Facilities from the Project and require HELIX to remove and relocate the Helix Water Facilities. COUNTY shall forward to HELIX whatever design plans have been received from the Project contractor or consultant related to the relocation of the Helix Water Facilities for which the COUNTY has received payment from HELIX.

All payments required to be made by HELIX pursuant to this Agreement to COUNTY shall be made by check payable to the "County of San Diego" and delivered to the COUNTY at the location for providing Notices. Payments shall be made in full without deduction or offset.

4. Entire Agreement. This Agreement contains the entire understanding of the parties. No party is relying on any other representation or promises not contained in this Agreement. This Agreement may be changed only by a written amendment signed by both parties.

5. Notices. All notices (which includes invoices) to be given pursuant to this Agreement shall be in writing and either: i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or (iii) by facsimile (fax) or similar means. If a copy of the notice is also sent by United States Certified mail, in which case notice shall be deemed delivered on transmittal by facsimile (fax) or other similar means provided that a transmission report is generated reflecting the accurate transmissions of the notices, as follows:

HELIX WATER DISTRICT

7811 University Avenue  
La Mesa, CA 91942  
Attn: Tim Ross  
Director of Engineering  
Telephone: (619) 667-6201  
Tim.Ross@helixwater.org

COUNTY OF SAN DIEGO

5510 Overland Avenue, Ste 320  
San Diego, California 92123  
Attn: Alan Redmon, PE  
Project Manager – Public Works  
Telephone: (619) 904-1202  
AlanR.Redmon@sdcounty.ca.gov

These addresses and telephone numbers may be changed by written notice to the other Party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

6. Partial Invalidity. If, for any reason, it should be determined by a court of competent jurisdiction that part of this Agreement is invalid or unenforceable, all other provisions shall remain valid and enforceable.

7. No Construction against Drafter. If for any reason a dispute should arise between the parties relative to the enforcement of this Agreement, no ambiguities in the Agreement shall be resolved in favor of one party and against another by reason of the fact that one party drafted the Agreement, supplied a copy of the Agreement to the other, or had the assistance of legal counsel in preparing or reviewing it.

8. Authority to Execute and Further Assurances. The Parties hereby acknowledge that the person executing the Agreement on its behalf has the authority to sign the Agreement on its behalf and that by virtue of said signature the entity is bound by the terms of this Agreement. The Parties further agree to work together in a cooperative manner to further the purpose of this Agreement.

9. Primary Intent. This Agreement is intended to help facilitate HELIX's relocation of the Helix Water Facilities at HELIX's expense and is in no way intended to shift responsibility for the cost of this work from HELIX to COUNTY. This Agreement shall be interpreted and applied in strict conformance with this understanding.

10. Amendment. This Agreement may only be amended by an instrument in writing signed by both parties.

11. No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12. Jurisdiction and venue. Jurisdiction over any disputes regarding this Agreement, shall be in the Superior Court of the State of California located in downtown San Diego County, California.

13. Defense and Indemnity.

- a) HELIX Obligations. HELIX shall defend and indemnify COUNTY, and COUNTY's officers, directors, agents, contractors and employees (collectively "COUNTY Parties") from any liability, claim, cause of action, expense, penalty, administrative enforcement action, lawsuit, or cost, including reasonable attorney's fees and court costs, (collectively "Claims") that arise as a result of COUNTY development of the Helix Water Facilities PSE and other design

plans for HELIX. This defense and indemnity obligation shall arise immediately when a Claim is made or asserted and shall continue until the final and complete resolution of the matter. The obligation shall survive the termination of this Agreement but shall not apply to any Claims that are caused by the sole negligence or willful misconduct of a COUNTY Party, but then only with regard to that party.

b) COUNTY Obligations. COUNTY shall defend and indemnify HELIX, and HELIX's officers, directors, agents, contractors and employees (collectively "HELIX Parties") from any Claims that arise as a result of the Project and which are unrelated to the inclusion of the Helix Water Facilities work in the Project. This defense and indemnity obligation shall arise immediately when a Claim is made or asserted and shall continue until the final and complete resolution of the matter. The obligation shall survive the termination of this Agreement but shall not apply to any Claims that are caused by the sole negligence or willful misconduct of a HELIX Party, but then only with regard to that party.

14. Cooperation. HELIX agrees to cooperate with COUNTY to facilitate the completion of the design plans for the inclusion of the Helix Water Facilities in the Project. HELIX agrees that it shall not unreasonably condition, delay, or deny any required review, approvals, payments or other actions required by or for the benefit of COUNTY to develop the PS&E and any other necessary design plans or documents for the Helix Water Facilities.

15. Authority. This Agreement may be approved by COUNTY pursuant to delegated authority set forth in Administrative Code section 123 or elsewhere in COUNTY ordinances and Policy. Helix represents that the person signing the Agreement has the authority to do so.

16. Entire Understanding; Amendments. This Agreement contains the entire understanding of the Parties. No Party is relying on any other representation or promise that is not contained in this written Agreement. This Agreement may be changed only by a written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have read and understand this Agreement and have caused this Agreement to be executed on the date first written above.

HELIX WATER DISTRICT

By Brian Olney

Brian Olney, General Manager

Date 1/21/2026

Approved As To Form:  
District Counsel

By *Elizabeth W Hull*  
Elizabeth Hull, Best, Best and Krieger

Date 1/28/26

COUNTY OF SAN DIEGO

By *Andrew...*  
Clerk of the Board of Supervisors

Date 4/1/26

Approved as to Form and Legality

By *Thomas L Bosworth* for  
Emily M. Helms, Sr. Deputy

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §123.  
By: *Jenal* Date: 4/1/26  
Deputy Clerk of the Board Supervisors

**Exhibit A**  
**(Vicinity Map)**

Attachment A  
VICINITY MAP – SR67 Bradley Avenue Interchange



**Exhibit B, Consultant's Fee Schedule**

**SR-67 Bradley Avenue Interchange -  
Waterline Design**

| TASK NO.                   | TASK DESCRIPTIONS  | Project Manager | Water Design Project Engineer | Water Design Senior Engineer | Water Associate Engineer | Total Hours | TOTAL               |
|----------------------------|--|-----------------|-------------------------------|------------------------------|--------------------------|-------------|---------------------|
|                            |  | Matthew Brath   | Paul Kosinski                 | Barela Hashemi               | Eric Moore               |             |                     |
|                            |  | \$322.79        | \$284.76                      | \$213.45                     | \$104.29                 |             |                     |
| 3.1                        | Water Design PS&E  |                 |                               |                              |                          |             |                     |
| 3.1.1                      | Meetings   | 8               |                               | 16                           | 16                       | 40          | \$7,666.16          |
| 3.1.2                      | Waterline Design Plans, Specifications, and Estimate (PS&E)    | 4               | 24                            | 200                          | 330                      | 558         | \$85,231.10         |
| 3.1.3                      | Utility Potholing (Waterline)                                  |                 |                               | 2                            | 2                        | 4           | \$1,000.00          |
| 3.1.4                      | Caltrans Encroachment Permit and Encroachment Policy Exception | 4               | 8                             | 24                           | 80                       | 116         | \$17,035.24         |
|                            | TOTAL HOURS :  | 16              | 32                            | 242                          | 428                      | 718         |                     |
|                            | TOTAL LABOR :  | \$5,164.64      | \$9,312.32                    | \$51,654.90                  | \$44,636.12              |             | \$110,932.50        |
| <b>Total Fee with ODC:</b> |  |                 |                               |                              |                          |             | <b>\$122,752.50</b> |

| ODC's:                       |                     |
|------------------------------|---------------------|
| Printing and Mailing         | \$ 150.00           |
| Mileage for Project Meetings |                     |
| Pothole (Helix 4)            | \$ 11,670.00        |
| <b>TOTAL</b>                 | <b>\$ 11,820.00</b> |



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

March 3, 2026

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 EXCALARACE INC.**

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 Excalarace Inc. and the County of San Diego, Sheriff's Office, for law enforcement security services for the Moonlight Beach Half Marathon on March 15, 2026.

The value of this contract will not exceed \$16,198.82. The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office  
Contracts Division  
Attn: Elizabeth Niazbek Kyzy  
Elizabeth.NiazbekKyzy@sdsheriff.org  
Mail Stop: O-41

If you have any questions regarding this request, please contact Elizabeth Niazbek Kyzy, Admin Analyst at (858) 583-0345

A handwritten signature in blue ink, appearing to read "Andrew Strong".

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:  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:  Date:

**Approved By:**

Group Finance Director:  Date:

County Counsel:  Date:

Chief Administrative Officer:  Date:

Office of Financial Planning:  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

OFF USE ONLY  
Init:  OFF#:



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

|  |   |                          |
|--|---|--------------------------|
| <b>From:</b><br>Elizabeth Niazbek Kyzy, (858) 583-0345 | <b>Bureau/Division, or Section:</b><br>MSB - Contracts Mgt. Procurement | <b>Date:</b><br>03/03/26 |
|--|---|--------------------------|

**Subject:**  
Reimbursable Services Agreement- Excalarace Inc., Moonlight Beach Half Marathon on March 15, 2026- \$16,198.82

| <b>To:</b><br><u>(PLEASE INITIAL AND ROUTE<br/>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  DG   | <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,  K.G.                    | <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 Office  A.S.                   | <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  M.D.                                 | <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  RRB                     | <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  A.P.                                   | <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"/>            |
| 8.   | <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"/>            |
| 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:**

Please email signed copy to Elizabeth.NiazbekKyzy@sdsheriff.org and return one (1) signed copy of the agreement to Elizabeth Niazbek Kyzy, Contracts Division, Mail Stop: 041

Thank you.



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

March 3, 2026

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

FROM: Dane Gapuz, Contracts Manager  
Sheriff's Office

#### **REVENUE CONTRACT WITH THE EXCALARACE INC. 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 Excalarace Inc. to provide law enforcement security services for the Moonlight Beach Half Marathon on March 15, 2026.

The value of this contract will not exceed \$16,198.82. 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.

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*

Dane Gapuz, Manager  
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT  
AMONG THE EXCELARACE, INC., THE COUNTY OF SAN DIEGO, AND  
THE SAN DIEGO COUNTY SHERIFF RSA #44**

**SECURITY SERVICES**

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of March 2026 by and between the EXCELARACE, INC (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 Moonlight Beach Half Marathon.
2. The term of this Agreement shall commence on March 15, 2026 at 02:30 am, and shall continue in effect through and terminate after March 15, 2026 at 11:00 am.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Michael Davis, (619) 340-3007.
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 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.

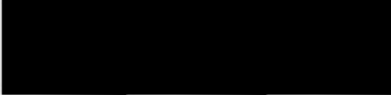
10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. 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:

Excclarace, Inc.



Steve Lebherz



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

STEVE LEBHERZ  
EXCELARACE, INC

Dane Gapuz \_\_\_\_\_  
Signature Title/Rank

Dane Gapuz  
Sheriff's Contract Manager  
Print Name

[Signature] \_\_\_\_\_  
Signature Title/Rank

Stephen Lebherz  
Print Name

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day  
Signature- Senior Deputy County Counsel

[Signature]  
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: [Signature] Date: 03/10/2020  
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.**

[Signature]

**COST ESTIMATE**

|  | # of<br>POSITIONS | # of<br>HOURS | # of<br>MILES | RATE or COST<br><u>WITH</u><br><u>OVERHEAD*</u> | TOTAL               |
|--|-------------------|---------------|---------------|---|---------------------|
| <b>3/15/2026</b>                                 |                   |               |               |   |                     |
| Sergeant   | 1                 | 7.0           |               | \$ 221.02                                       | \$ 1,547.14         |
| Deputy (event coordinator)                       | 1                 | 7.0           |               | \$ 157.36                                       | \$ 1,101.52         |
| <b>Add'l Positions: (Specify on Lines Below)</b> |                   |               |               |   | \$ -                |
| CSO (Towing Vehicles)                            | 2                 | 8.5           |               | \$ 75.40  | \$ 1,281.80         |
| Deputy   | 9                 | 6.5           |               | \$ 157.36                                       | \$ 9,205.56         |
| Motor Deputy                                     | 2                 | 6.5           |               | \$ 163.61                                       | \$ 2,126.93         |
|  |                   |               |               | <b>Sub-Total</b>                                | <b>\$ 15,262.95</b> |
|  |                   |               |               | <b>TOTAL</b>                                    | <b>\$ 15,262.95</b> |

|                                   |  |  |  |              |             |
|-----------------------------------|--|--|--|--------------|-------------|
| <b>Vehicle Minimum or Mileage</b> |  |  |  |              | \$ -        |
| <b>Motorcycle Mileage</b>         |  |  |  |              | \$ -        |
|                                   |  |  |  | <b>TOTAL</b> | <b>\$ -</b> |

|                               |    |         |  |              |                  |
|-------------------------------|----|---------|--|--------------|------------------|
| <b>Other Expenses: (List)</b> |    |         |  |              |                  |
| Patrol Vehicle                | 13 | All Day |  | \$ 71.99     | \$ 935.87        |
|                               |    |         |  |              | \$ -             |
|                               |    |         |  | <b>TOTAL</b> | <b>\$ 935.87</b> |

**TOTAL ESTIMATED COSTS \$ 16,198.82**

**Deposit Required \$ 8,099.41**

**Deposit Due Date March 9, 2026**





# COUNTY OF SAN DIEGO

## INTER-DEPARTMENTAL CORRESPONDENCE

COSD CLERK OF THE BOARD  
2026 MAR 18 PM4:27

March 17, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Dane Gapuz, Contracts & Grants Manager  
Sheriff's Office

### **REVENUE CONTRACT WITH THE DEPARTMENT OF STATE HOSPITALS PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123**

The County of San Diego through the Sheriff's Office, Detentions Services Bureau is entering into a revenue agreement with Department of State Hospitals for reimbursement of costs for a jail-based competency treatment program from January 1, 2025 to December 31, 2026.

The value of this contract will not exceed \$12,396,917.47. 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.

This contract supports the County of San Diego's Sustainability Initiative for resiliency by ensuring the County can respond more efficiently to the immediate needs of incarcerated individuals and facilitate a faster return to the adjudicative system for those with serious mental illness who require competency treatment services.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Contracts & Grants Manager  
Sheriff's Office

**COUNTY OF SAN DIEGO  
BOARD OF SUPERVISORS  
TUESDAY, MARCH 11, 2025**

**MINUTE ORDER NO. 1**

**SUBJECT: SHERIFF - REQUEST TO APPROVE THE DEPARTMENT OF STATE HOSPITALS REVENUE CONTRACT FOR A JAIL-BASED COMPETENCY TREATMENT PROGRAM (DISTRICTS: ALL)**

**OVERVIEW**

The California Department of State Hospitals (DSH) is responsible for returning to competency individuals charged with a felony who have been found mentally incompetent to stand trial (IST), pursuant to CA Penal Code Section 1370. The IST defendants are committed to a state hospital for care and treatment to restore competency. As a result of high demand and the limited hospital beds for treatment, DSH added capacity through a jail-based competency treatment (JBCT) program where DSH contracts with and reimburses counties on a per diem rate per patient to provide the treatment in their jails.

The JBCT program provides the same treatment and competency restoration services to the incarcerated population as those provided in state hospitals. The program permits individuals to begin treatment immediately after receiving a court order. The previous revenue contract with DSH for the JBCT program expired on December 31, 2024, and the Sheriff's Office would like to establish a new agreement to receive reimbursement for travel, medications, replenishment, and refurbishment provided to support the JBCT program. The new agreement will also reflect updated reimbursable per diem rates based on projected costs by the Sheriff's Office.

Today's request would approve a revenue contract with DSH for two years for the reimbursement of costs to provide a jail-based competency treatment program for the period of January 1, 2025 to December 31, 2026. The request would also waive Board Policy B-29, Fees, Grants, and Revenue Contracts - Department Responsibility for Cost Recovery which requires prior approval of the submission of grants and revenue applications.

**RECOMMENDATION(S)**

**SHERIFF**

1. Approve and authorize the Clerk of the Board to accept and execute upon receipt a two-year revenue contract between the County of San Diego and the Department of State Hospitals for the period of January 1, 2025 to December 31, 2026, for reimbursement of costs for a jail-based competency treatment program to be provided at the San Diego Central Jail.
2. Authorize the Sheriff to execute all required revenue documents, including any extensions, amendments, or revisions thereto that do not materially impact either the program or funding level.
3. Waive Board Policy B-29, Fees, Grants, and Revenue Contracts - Department Responsibility for Cost Recovery which requires prior approval of the submission of grants and revenue applications.

### **EQUITY IMPACT STATEMENT**

The California Department of State Hospitals and San Diego County Sheriff's Office recognize the systemic impact that the Statewide waitlist for incompetent to stand trial treatment services has had on incarcerated persons with serious mental illness who are awaiting trial. The jail-based competency treatment program increases equity by decreasing the disparity from the State justice system and benefits the incarcerated person by accelerating and facilitating improved access to restoration services.

### **SUSTAINABILITY IMPACT STATEMENT**

The proposed action 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 treatment services. The proposed action to expedite access to restoration and forensic services for incarcerated persons contributes to the County of San Diego's Sustainability Goal to provide just and equitable access because it lessens the time that incarcerated persons need to wait for a Department of State Hospitals bed at a state hospital.

### **FISCAL IMPACT**

The proposed revenue agreement between DSH and the Sheriff's Office will include a per diem rate of \$538.93 for each patient for a minimum of 25 beds, and up to an additional 5 beds if needed for the first period of January 1, 2025, to December 31, 2025. The per diem rate will increase to \$555.09 for the second period of January 1, 2026, to December 31, 2026. Additional reimbursable costs will be included in the agreement for travel, replenishment, refurbishment, and medications for a total revenue contract value of up to \$12,396,917.

Funds for this request are partially included in the Fiscal Year 2024-25 Operational Plan for the Sheriff's Office. \$4,281,449 is currently budgeted, based on the previously approved per diem rate for calendar year 2024. If approved, this request will result in additional revenue of \$1,002,472 for a total of up to \$5,296,421 in the contract first period. The funding source is revenue from the Department of State Hospitals. Costs and revenues estimated at \$7,100,496 for calendar year 2026 will be included in the Fiscal Years 2025-27 CAO Recommended Operational Plan for the Sheriff's Office. 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 Desmond, seconded by Supervisor Montgomery Steppe, the Board of Supervisors took action as recommended, on Consent.

AYES: Anderson, Lawson-Remer, Montgomery Steppe, Desmond  
ABSENT: (District 1 Seat Vacant)

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








# San Diego County SHERIFF'S OFFICE

## MEMORANDUM/ROUTE SLIP

|                                     |  |                         |
|-------------------------------------|--|-------------------------|
| From:<br>Rina Molina (858) 289-9905 | Bureau/Division, or Section:<br>MSB - Contracts Mgt. Procurement | Date:<br>March 17, 2026 |
|-------------------------------------|--|-------------------------|

**Subject:**

Department of State Hospitals' Jail Bed Competency Treatment (JBCT) - January 1, 2025 - December 31, 2026; \$12,396,917.47; Minute Order: March 11, 2025 (1)

| To:<br><u>(PLEASE INITIAL AND ROUTE<br/>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 & Grants Manager              | <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. Mark Day, Supervising Deputy County Counsel        | <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 Potter, Clerk of the Board of Supervisors  | <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"/> |
| 4.  | <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"/>            |
| 5.  | <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"/>            |
| 6.  | <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"/>            |
| 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"/>            |
| 8.  | <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"/>            |
| 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:**

Please email signed copy to Rina.Molina2@sdsheriff.gov and return one(1) signed copy of the agreement to Rina Molina, SHF Contracts & Mgt. Procurement, Mail Stop: O41.



Thank you.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

|   |                          |
|---|--------------------------|
| Proposer/Bidder Firm Name (Printed)   | Federal ID Number        |
| COUNTY OF SAN DIEGO SHERIFF'S OFFICE  | 95-6000934               |
| By (Authorized Signature)   |                          |
|    |                          |
| Printed Name and Title of Person Signing  |                          |
| Andrew Potter, Clerk of the Board of Supervisors  |                          |
| Executed in the County of   | Executed in the State of |
| SAN DIEGO   | California               |
| Date Executed   |                          |
| 3/19/26   |                          |
| <div style="border: 2px solid blue; padding: 5px;"><p>Approved and/or authorized by the<br/>Board of Supervisors of the County of San Diego.<br/>Meeting Date: 3/11/23 Minute Order No. 1<br/>By:  Date: 3/19/26<br/>Deputy Clerk of the Board Supervisors</p></div> |                          |

Approved by:   
Kelly A. Martinez, Sheriff

Approved as to form and legality  
  
Mark Day, Supv. Dep. County Counsel

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |  |  |
|---|--|--|
| <i>Contractor/Bidder Firm Name (Printed)</i><br>COUNTY OF SAN DIEGO SHERIFF'S OFFICE                                  |  | <i>Federal ID Number</i><br>95-6000934   |
| <i>By (Authorized Signature)</i><br> |  | <div style="border: 1px solid black; padding: 5px;"><p>Approved and/or authorized by the<br/>Board of Supervisors of the County of San Diego</p><p>Meeting Date: <u>3/11/25</u> Minute Order No. <u>1</u></p><p>By:  Date: <u>3/19/25</u></p><p>Deputy Clerk of the Board Supervisors</p></div> |
| <i>Printed Name and Title of Person Signing</i><br>Andrew Potter, Clerk of the Board of Supervisors                   |  |  |
| <i>Date Executed</i><br><u>3/19/26</u>  | <i>Executed in the County of</i><br>San Diego, CA 92193-9062 |  |

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-1) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

Approved:   
Kelly Martínez, Sheriff

Approved as to form and legality  
  
Mark Day, Supv. Dep County Counsel

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (c))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**IRAN CONTRACTING ACT VERIFICATION FORM**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List \(https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-Act-List.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B\)](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-Act-List.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

|   |                                 |   |
|---|---------------------------------|---|
| <i>Vendor Name/Financial Institution (Printed)</i><br>COUNTY OF SAN DIEGO SHERIFF'S OFFICE                            |                                 | <i>Federal ID Number (or n/a)</i><br>95-6000934 |
| <i>By (Authorized Signature)</i><br> |                                 |   |
| <i>Printed Name and Title of Person Signing</i><br>Andrew Potter, Clerk of the Board of Supervisors                   |                                 |   |
| <i>Date Executed</i><br>3/19/26   | <i>Executed in</i><br>SAN DIEGO |   |

Approved  Kelly Martinez, Sheriff  
 Approved as to form and legality  Mark Day, Supv Dep County Counsel

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

|  |                                   |
|--|-----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i>                   |                                   |
| <i>Printed Name and Title of Person Signing</i>    | <i>Date Executed</i>              |

Approved and/or authorized by the  
 Board of Supervisors of the County of San Diego.  
 Meeting Date: 3/11/25 Minute Order No. 1  
 By:  Date: 3/19/26  
 Deputy Clerk of the Board Supervisors

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                                  |   |
|----------------------------------|---|
| AGREEMENT NUMBER<br>24-79039-000 | PURCHASING AUTHORITY NUMBER (If Applicable)<br>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

County of San Diego

2. The term of this Agreement is:

START DATE

January 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

\$12,396,917.47

Twelve million Three Hundred Ninety-Six Thousand Nine Hundred Seventeen Dollars and Forty-Seven 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  | 8     |
| Exhibit A-1        | Program Elements   | 8     |
| Exhibit B          | Budget Detail and Payment Provisions   | 4     |
| +<br>- Exhibit B-1 | Sample Invoice   | 2     |
| +<br>- Exhibit B-2 | Sample Invoice Detail  |       |
| +<br>- Exhibit C * | General Terms and Conditions- 02/2025  | 4     |
| +<br>- Exhibit D   | Special Terms and Conditions   | 8     |
| +<br>- Exhibit E   | Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement) | 11    |
| +<br>- Addendum A  | Annual JBCT Replenishment Cost   |       |
| +<br>- Addendum B  | San Diego JBCT Refurbishment Costs   |       |

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.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

9621 Ridgehaven Court

PRINTED NAME OF PERSON SIGNING

Andrew Potter

CONTRACTOR AUTHORIZED SIGNATURE

*Andrew Potter*

Approved and/or authorized by the  
Board of Supervisors of the County of San Diego.

Meeting Date: 3/11/25 Minute Order No. 1

By: *[Signature]* Date: 3/19/26  
Deputy Clerk of the Board Supervisors

CITY STATE ZIP  
San Diego CA 92123

TITLE  
Clerk of the Board of Supervisors

DATE SIGNED  
3/19/26

Approved: *[Signature]*  
Kelly Martínez, Sheriff

Approved as to form and legality  
*[Signature]*  
Mark Day, Supv. Dep County Counsel Page 1 of 2

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|   |  |
|---|--|
| AGREEMENT NUMBER<br><b>24-79039-000</b> | PURCHASING AUTHORITY NUMBER (If Applicable)<br><b>DSH-4440</b> |
|---|--|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Erlynn Cardenas-Jackson

TITLE

Chief, BMB

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Budget Act 2025 (SB 101), Sec 2.00  
 Item 4440-011-0001, Provision 12

**EXHIBIT A**  
**SCOPE OF WORK**

**1. CONTRACTED PARTIES:**

A. The County of San Diego and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 8) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

**2. SERVICE LOCATION:**

A. The services shall be performed at the San Diego Central Jail (SDCJ), 1173 Front Street, San Diego, California 92101.

**3. SERVICE HOURS:**

A. The SDCJ shall provide services twenty-four (24) hours per day, seven days a week, including all State holidays. Jail Based Competency Treatment (JBCT) staff will provide services Monday through Friday eight (8) work hours per day, with the exception of State holidays.

**4. PROJECT REPRESENTATIVES:**

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

*Contract Manager:*

|   |                        |  |      |
|---|------------------------|--|------|
| Department of State Hospitals                             |                        | San Diego County   |      |
| Section/Unit:<br>Community Forensic Partnerships Division |                        | Section/Unit:<br>San Diego Sheriff's Office              |      |
| Attention:<br>Sydney Taylor<br>Staff Services Manager II  |                        | Attention:<br>Dane Gapuz<br>Sheriff's Contract Manager   |      |
| Address:<br>1215 O Street, MS-10<br>Sacramento, CA 95814  |                        | Address:<br>9621 Ridgehaven Court<br>San Diego, CA 92123 |      |
| Phone:<br>(916) 562-2564                                  | Fax:<br>(916) 653-2257 | Phone:<br>(619) 851-4943                                 | Fax: |
| Email:<br>Sydney.Taylor@dsh.ca.gov                        |                        | Email:<br>Dane.Gapuz@sdsheriff.org                       |      |

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

|   |                        |   |                        |
|---|------------------------|---|------------------------|
| Department of State Hospitals                             |                        | San Diego County  |                        |
| Section/Unit:<br>Community Forensic Partnerships Division |                        | Section/Unit:<br>Medical Services Division                          |                        |
| Attention:<br>Krystal Aganon<br>Analyst                   |                        | Attention:<br>Christopher Miedico<br>Medical Services Administrator |                        |
| Address:<br>1215 O Street, MS-10<br>Sacramento, CA 95814  |                        | Address:<br>5530 Overland Ave., Suite 370<br>San Diego, CA 92123    |                        |
| Phone:<br>(916) 562-2427                                  | Fax:<br>(916) 653-2257 | Phone:<br>(858) 974-5824  | Fax:<br>(858) 974-5870 |
| Email: Krystal.Aganon@dsh.ca.gov                          |                        | Email:<br>Christopher.Miedico@sdsheriff.org                         |                        |

|  |                        |
|--|------------------------|
| San Diego County Jail Program Contact                    |                        |
| Section/Unit:<br>San Diego Central Jail/JBCT<br>Naphcare |                        |
| Attention:<br>Brooke Anarde                              |                        |
| Address:<br>1173 Front Street<br>San Diego, CA 92101     |                        |
| Phone:<br>O: (619) 615-2570                              | Fax:<br>(619) 615-2631 |
| Email:<br>brooke.anarde@naphcare.com                     |                        |

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. PROGRAM REPLENISHMENT FUNDS:**

A. The DSH shall reimburse Contractor for program replenishment costs incurred under this Agreement. The replenishment costs shall be defined as funding available beginning January 1, 2025, and annually thereafter for items that shall be reimbursed to the Contractor based on actual expenses upon DSH receiving the invoice and receipts to assist in restoring stock and/or necessary supplies for the JBCT program. The replenishment items are subject to being audited and shall include as set forth in Exhibit B:

- i. Setup of patient rooms as well as treatment and office space;
- ii. Administrative operating expenses and equipment; and
- iii. Treatment and testing materials.

All items detailed in Addendum A shall serve as pre-approval from DSH. Contractor must receive DSH written approval on any items not listed in Addendum A prior to being purchased.

**6. PROGRAM REFURBISHMENT FUNDS:**

A. The DSH shall reimburse Contractor for program refurbishment costs incurred under this Agreement. The refurbishment costs shall be defined as one-time funding available and reimbursed to Contractor on actual expenses upon DSH receiving the invoice and receipts to assist in updating segments in the JBCT designated area based on necessity due to wear and tear, expansion, and/or to improve the therapeutic environment of the JBCT program. Items must be purchased within 24 months from the contract start date. Items are subject to being audited and shall include as set forth in Exhibit B.

- i. Retrofitting of segments in the JBCT designated area; and
- ii. JBCT segment furniture
- iii. Paint and flooring
- iv. Electronics and A/V equipment
- v. Decor, rugs, and plants.

All items detailed in Addendum B shall serve as pre-approval from DSH. Contractor must receive DSH written approval on any items not listed in Addendum B prior to being purchased.

Items purchased pursuant to this agreement shall be owned by DSH, excluding items that are affixed to walls, floors or ceilings. Contractor agrees to provide DSH with reasonable access to the Contractor's premises to remove DSH property upon DSH's request, within 30 calendar days of the date of expiration of the agreement or notice of termination of the agreement. Contractor shall provide reasonable access during normal business hours for a minimum of 45 business days.

## 7. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of SDCJ (hereafter referred to as "Jail") for the purposes of administering a JBCT program for the provision of restoration of competency treatment services for male individuals, hereafter referred to as "Incarcerated Persons (IP)", found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to male felony IST IPs participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.

## 8. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the Jail dedicated to the administration of a local JBCT program and provide restoration of competency treatment services, either directly or through contract, intended to restore trial competency for incarcerated felony IST IPs committed to the DSH under Penal Code section 1370. Contractor shall submit any proposed changes to the JBCT program's designated area to the DSH Contract Manager and/or their designee for its prior written approval.
- B. In providing restoration of competency treatment services, Contractor and subcontractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency relating to the content and process of clinical service provision, clinical care coordination, necessary auditing and program review, and essential communication with DSH between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:
  - i. DSH JBCT Policy and Procedures Manual (the "Manual");
  - ii. Standard Agreement, STD. 213;
  - iii. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
  - iv. All attachments incorporated in this Agreement by reference.

For all other inconsistencies, the Standard Agreement, Exhibit A, Scope of Work, and all attachments incorporated in this Agreement by reference supersede the Manual in precedence. The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. Any changes to the Manual required by any change in California statute or regulation shall be followed by Contractor immediately. For any other changes to the Manual, after distribution of the proposed changes, DSH shall allow a minimum of 10 days for the collection of written feedback from all JBCT programs. The DSH and Contractor shall negotiate in good faith, changes to the Manual. Following the consideration of feedback and any changes made based on such feedback, the final Manual will be distributed at least 10 days prior to the effective date of the amended Manual. The Contractor shall follow the amendment from the effective date of the amendment.

- C. Contractor shall ensure that a preliminary screening of each potential male JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective male Patient Inmate, prior to admission into the JBCT program.
- i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in the California Code of Regulations (CCR), Title 9, Section 4710(a).
  - ii. Upon admission into the JBCT Program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual.
- D. Contractor shall provide a total of 30 beds (25 *Allocated Beds* and 5 *Non-Allocated Beds*) to male IPs located in the JBCT designated area.
- Contractor shall be paid in full for the minimum of 25 beds (*Allocated Beds*) at the per diem rate, regardless of the number of male IPs admitted.
- Contractor shall be paid for additional beds (*Non-Allocated Beds*) at the per diem rate for the actual number of days that each individual male IP is in the JBCT program.
- E. Non-allocated beds in the JBCT designated area that are not utilized and reimbursed by DSH may be used by Contractor for other operational needs. Upon written approval from DSH, Allocated beds that are not in use by DSH patients may be utilized by Contractor for their operational needs.
- i. In the event that Contractor utilizes the beds for non-DSH patients, the use of the beds cannot conflict with the contractually required DSH services.
- F. Beginning 90 days from the first IP admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 90 percent occupancy rate requirement is reliably met, including adjusting staffing and/or the addition or introduction of Patient Inmates from other counties to efficiently use the bed space. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.
- G. Male IPs housed at the Jail shall remain under the legal and physical custody of Contractor.
- H. Contractor retains the right to exclude specific individuals from the JBCT designated area for security and classification reasons at all times.
- I. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential male Patient IP is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such an IP from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a male IP is removed from the JBCT program, the DSH shall arrange to have such an IP admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the IP in the JBCT program until such arrangements are made.

- J. Notwithstanding Sections H and I, Contractor shall make every reasonable effort to ensure that the 30 Contracted Beds provided for treatment services under this Agreement are occupied by male IPs at all times. This includes, but is not limited to, admitting male IPs of increasing levels of acuity.
- i. The DSH shall make every reasonable effort to ensure adequate male IPs referrals are sent to Contractor throughout the term of this Agreement.
  - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit male IPs into the JBCT program above the 30 Contracted Beds.
- K. Contractor shall provide for the care, confinement, and security of the male IP in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the Jail. Contractor and DSH shall adopt and comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 Et Seq. any applicable PREA standards (including 28 C.F.R. 115 Et Seq.), and any County of San Diego ordinances or Sheriff policies regarding PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse. Such PREA standards require that all volunteers, officers, employees, agents, and subcontractors who have contact with residents under this agreement receive information pursuant to 28 C.F.R. 115.232 and 28 C.F.R. 115.332. DSH shall provide Contractor with documentation confirming that all volunteers, officers, employees, agents, and subcontractors understand the information they have received. DSH acknowledges that Contractor will monitor contractor compliance with PREA, any applicable PREA standards, and County of San Diego ordinances or Sheriff policies relating to sexual abuse and may conduct announced or unannounced compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and Sheriff PREA policies, may result in termination of this agreement.
- L. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program treatment team meetings.
- M. Staffing Reports:
- i. Contractor shall provide monthly reports indicating vacant and filled positions with names of staff.
  - ii. Upon request by DSH, Contractor shall submit staffing plans itemizing planned disciplines, position numbers, and recruitment and retention plans.
- N. Regional Meetings and Forensic Trainings:
- i. Contractor and/or its subcontractor may be required to attend virtual meetings and DSH sponsored or required trainings in person up to twice per year, as determined by the DSH in its sole and absolute discretion.
  - ii. Travel related expenses shall be reimbursed as outlined in Exhibit B, Budget Detail.
- O. Responsibilities for Medical Care:
- i. Contractor shall provide all male IPs with the full range of routine medical care available to other IPs of the Jail and is financially responsible for such care. Contractor agrees that the cost of all routine medical care is included in the per diem rate charged to the DSH.
  - ii. For the purposes of this Agreement, routine medical care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, prescription medications which

are provided to IPs, and restoration of competency treatment services which are provided by the Jail to IPs, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to IPs as clinically indicated for both Routine and Non-Routine Medical Care. Minor medical procedures involve outpatient care, commensurate with family practice clinics, or minimally invasive procedures, not requiring general anesthesia. These types of procedures are performed without damaging extensive amounts of tissue and include surgical procedures that only affect the outermost portions of the body, and thus shall be considered routine medical care.

- iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the Jail or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment. Major Medical Operations/Surgeries/Procedures shall be considered non-routine medical care. Major medical operations/surgeries/procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. They involve major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care shall be defined as situations that pose an immediate risk to health and life and require immediate intervention to prevent a worsening of the situation. These shall be considered Non-Routine Medical Care.
- iv. If an IP requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the male Patient Inmate is provided care at a facility designated by the DSH Contract Manager. In the event the DSH directs Contractor to provide Non-Routine Medical Care, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. The full cost of care shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county, or otherwise that once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

- P. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation and paramedic costs. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.

- Q. Upon Restoration of Competency:  
Contractor shall be responsible for the coordination of care with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance, for male Patient Inmates restored to competence and transferred from the JBCT program.
- R. The County shall make reasonable efforts to provide DSH with Electronic Health Record (EHR) access by the contract start date. Access shall be granted to primary consultants to the program (including consulting psychologists and PRN consultants), Assistant Chief Psychologists providing second level oversight of the program, and other personnel mutually agreed upon by DSH and the Contractor. If the County is unable to meet such deadline, the County shall provide regular updates to the DSH Contract Manager and/or designee which includes a summary of the County's efforts to provide DSH with EHR access. DSH shall maintain compliance with Data Security, Regulatory Compliance, and Data Access associated with the remote EHR access. This includes HIPAA Compliance, Criminal Justice Information Services, CLETS (California Law Enforcement Telecommunications System) Training and Certification, and Background Checks and Personnel Access.
- i. Following the initiation of DSH EHR access, when new personnel assume the roles specified above, Contractor shall provide remote, ongoing EHR access as soon as possible and within 3 weeks of the new personnel completing the onboarding process, including the CJIS/CLETS requirements and completion of the Non-Sheriff new account form. Should DSH staff no longer hold these roles, including termination of employment with DSH or no longer have a business need for access, DSH will immediately inform Contractor .
- S. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

#### 9. DSH RESPONSIBILITIES:

- A. The DSH shall provide periodic orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and maintenance of the Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures. DSH shall communicate and provide the amended Manual to all project representatives as defined in Exhibit A, Section 4 or Contractor designee.
- C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
- i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager and/or their designee. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

- iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

## 10. PERFORMANCE MEASURES:

### A. Complete and Timely Provision of Services

- i. **Expectations:** Contractor is expected to provide all services, including any and all required reports, in a timely manner— in accordance with timelines established in Exhibit A, Scope of Work and the DSH JBCT Policy and Procedures Manual.
- ii. **Penalties:** Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

## 11. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for three (3) additional terms of up to one (1) year each, and to add funding sufficient for these periods. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services, if such approval is required.
- B. This Agreement and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**EXHIBIT A-1**  
**PROGRAM ELEMENTS**

**1. PROGRAM ELEMENTS**

A. Referral Document Collection Prior to Admission

The DSH Patient Management Unit (PMU) shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) that the JBCT program does not already have access to are provided by the court for all IPs upon admission. If at any time Contractor receives court correspondence directly from the court, Contractor shall provide copies of these documents to the DSH immediately, no later than 24 hours from receipt of the documents. Such correspondence would include commitment packet (admission worksheet, charge sheet, commitment order, IMO, forensic evaluations, arrest reports, etc.).

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and/or their designee and the PMU immediately via the JBCT Enterprise Data Platform (EDP) application.

C. Removal of IPs No Longer Clinically Suitable

- i. Upon admission, Contractor shall assess each IP to ascertain if restoration of trial competence is likely as required in the DSH JBCT Policies and Procedures Manual.
- ii. Should Contractor determine, based on clinical considerations or other factors, that a IP admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager, and/or their designee, to discuss treatment options. Contractor agrees that the decision to remove such a IP from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.
- iii. Should Contractor and the DSH determine an IP should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the male IP to another DSH facility. The Contractor shall provide the documents listed in the current Manual.

D. Psychological Assessment Protocol

- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission and throughout the Patient Inmate's stay with the JBCT. Standardized structured professional judgement measures and structured psychological assessments that are generally accepted by the field shall be utilized to complete assessments of the IP's current functioning, cognitive abilities, likelihood of malingering, and current competency to stand trial. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.
- ii. In addition to the use of structured assessments of patient response style, effort, and symptom validity as they relate to the potential that a patient is malingering and/or has cognitive dysfunction, Contractor shall integrate additional observable data reported by various disciplines on a 24/7 basis in coming to diagnoses for Patient Inmates. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.

E. Individualized Treatment Program

- i. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the IP's psychiatric condition, level of functioning, and legal context.
- ii. Contractor shall tailor individualized treatment regimens to the IP's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program, or in subsequent assessments, shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iii. Contractor shall conduct case conferences weekly or as needed to reassess IP's progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into IP's treatment plans.

#### F. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide psychoeducational materials presented in multiple learning formats by multiple staff to each IP (e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial).
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program including, but not limited to:
  - 1) Criminal charges;
  - 2) Severity of charges, namely Felony vs. Misdemeanor;
  - 3) Sentencing;
  - 4) Pleas including Guilty, Not Guilty, Nolo Contendere, and Not Guilty by Reason of Insanity;
  - 5) Plea bargaining;
  - 6) Roles of the courtroom personnel;
  - 7) Adversarial nature of trial process;
  - 8) Evaluating evidence;
  - 9) Court room behavior;
  - 10) Assisting counsel in conducting a defense;
  - 11) Probation and Parole; and
  - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through alterations to the group treatment offerings as well as individual treatment methods to IPs who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional psychoeducation and individualized services.

#### G. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT program and annually thereafter.

#### H. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the IP grievance process for each male IP. Contractor shall post the IP Grievance Process in a visible location in an area commonly used by IPs.

I. Data Deliverables

- i. Contractor will maintain and update patient information in the JBCT EDP Application consistently for all patients and in a timely manner. Information communicated therein includes, but is not limited to, the following data elements:

| Term   | Definition  |
|--|---|
| <p>Patient Name:</p> <p>Case Number:</p> <p>Booking Number:</p> <p>Gender:</p> <p>Date of Birth:</p> <p>Ethnicity:</p> <p>Language Spoken:</p> <p>Interpretive Services Utilized (YES/NO):</p>   | <p>Last and First name of patient</p> <p>Court assigned case number for each individual court case. It can typically include letters and numbers.</p> <p>Number that County Jail issues to an individual (per Forensics)</p> <p>Male or Female</p> <p>Birthdate, Age can be determined using this date</p> <p>Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i></p> <p>Type of language spoken</p> <p>Was Interpretive services utilized? Yes or No</p>  |
| <p>Referring County:</p> <p>Commitment Date:</p> <p>Packet Received Date:</p> <p>Packet Completed Date:</p> <p>Reason for Ongoing Pending Status:</p> <p>Screening Evaluation Completed Date:</p> <p>Screening Outcome:</p> <p>Reason for Screening Rejection:</p>   | <p>County of referral and/or commitment</p> <p>Date of Commitment</p> <p>Date Packet Received (including incomplete required documents)</p> <p>Date Packet completed (including all completed required documents)</p> <p>Provide a detail reason why the delay of admission</p> <p>Date Screening Evaluation was completed</p> <p>Outcome results of patient screened. Accepted or Rejected</p> <p>Detail regarding reason for screening rejection. <i>Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.</i></p>   |
| <p>Admission Date:</p> <p>Involuntary Medication Order (YES/NO):</p> <p>IMO Effective Date:</p> <p>Medication Adherence:</p> <p>Did I/P Receive Invol Meds (YES/NO):</p> <p>Date Invol Meds Initiated:</p> <p>Disposition of Discharge/Transfer :</p> <p>Reason for Discharge/Transfer:</p> <p>Date Referred to DSH for Transfer:</p> <p>Discharge/Transfer Date:</p> <p>Discharge/Transfer Location:</p> <p>Reason for delayed Discharge:</p> <p>Date ROC Certificate Submitted to Court:</p> | <p>Date of Admission</p> <p>Is there a current court ordered IMO in place? Yes or No</p> <p>Date IMO was effective on, this is the same as their 1370 commitment date</p> <p>Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)</p> <p>Was involuntary medication administered to patient? Yes or No</p> <p>Date of involuntary medication administered</p> <p>Final determination of patients status. Restored or DSH</p> <p>Detail regarding reason for patients discharge or transfer.</p> <p>Date Referred to DSH for Transfer</p> <p>Date of Discharge and or Date of Transfer</p> <p>Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.</p> <p>Provide a detail reason why the delay of discharge.</p> <p>Date that ROC Certificate was submitted to Court</p> |
| <p>Primary Diagnosis at Admission:</p> <p>Diagnosis at Discharge:</p> <p>Diagnosis of Malingering? (YES/NO):</p>   | <p>Patients primary Diagnosis at time of Admission</p> <p>Patients primary Diagnosis at time of Discharge</p> <p>Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No</p>   |

- ii. Contractor shall submit a summary performance report annually from the contract start date to include, but not limited to, the information stated above and:

- 1) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per IP treated and the costs for those found to be malingering.

#### J. Reporting Requirements

- i. Contractor shall submit a written report to the court and the DSH Contract Manager and/or their designee concerning the IP's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the IP and its effects and side effects, including effects on the IP's appearance or behavior that would affect the IP's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager and/or their designee with a written report to follow within five business days.
- iii. Contractor shall report via phone or email to the DSH Contract Manager and/or their designee when an IP who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense, and are defined more specifically in the Manual. Such reporting shall be documented in the patient's record by the end of the business day and will include documentation of the risk mitigation and patient protection strategies implemented based on the patient's presentation, if applicable. Refer to the Manual for further procedural expectations take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of IPs. Contractor shall maintain a Serious Incident file that is separate from the IP record.
- iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the San Diego County IP has regained trial competence.

## 2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to IPs consistent with the standards set in the Manual. Group content should include one of the three group treatment domains: *competency education, understanding and management of mental illness, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual daily contacts each business day with each IP. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.
- D. Contractor will provide individual sessions to each Patient Inmate at least weekly. Individual sessions may be used to provide additional support to augment concepts or strategies discussed in group treatment, discussion of key legal elements of the individual's case that may be too sensitive for group discussion, or individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high risk behaviors. Case specific competency issues can

best be addressed individually, e.g., a IP understands court proceedings generally but struggles to apply the knowledge to their individual case.

- E. Contractor's psychiatrist shall see each IP weekly to review medication efficacy and update plans for pharmacological treatment. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- F. Together on a weekly basis, the multi-disciplinary treatment team shall review each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

**3. SAMPLE JAIL-BASED COMPETENCY TREATMENT GROUP THERAPY SCHEDULE**

|                  | <i>Monday</i>                                  | <i>Tuesday</i>                               | <i>Wednesday</i>                                     | <i>Thursday</i>                                | <i>Friday</i>                                     |
|------------------|--|--|--|--|---|
| <b>0800-0850</b> | <b>Staff Member 1:</b><br>Therapeutic Movement | <b>Staff Member 2:</b><br>Wake-up Activity   | <b>Staff Member 2:</b><br>Wake-up Activity           | <b>Staff Member 2:</b><br>Wake-up Activity     | <b>Staff Member 3:</b><br>JBCT Incentive Store    |
| <b>0900-0950</b> | <b>Staff Member 3:</b><br>Wellness Education   | <b>Staff Member 4:</b><br>My Life, My Choice | <b>Staff Member 2:</b><br>Arts & Crafts              | <b>Staff Member 4:</b><br>What Would You Do?   | <b>Deputy:</b><br>Activity of Daily Living Groups |
| <b>1000-1050</b> | <b>Staff Member 5:</b><br>Current Events       | <b>Staff Member 3:</b><br>Wellness Education | <b>Staff Member 2:</b><br>Life Skills                | <b>Staff Member 3:</b><br>Wellness Education   |   |
|                  | <b>Staff Member 6:</b><br>Competency Education | <b>Staff Member 2:</b><br>Life Skills        | <b>Staff Member 3:</b><br>Wellness Education         | <b>Staff Member 2:</b><br>Table Games          |   |
| <b>1100-1150</b> | <i>Lunch</i>                                   | <i>Lunch</i>                                 | <b>Treatment Team Meeting:</b><br>Grand Rounds       | <i>Lunch</i>                                   | <i>Lunch</i>                                      |
| <b>1200-1250</b> | <b>Individual Contacts</b>                     | <b>Staff Member 2:</b><br>Brain Fitness      | <i>Lunch</i>   | <b>Staff Member 2:</b><br>Brain Fitness        | <b>Individual Contacts</b>                        |
| <b>1300-1350</b> | <b>Staff Member 6:</b><br>Competency Education | <b>Staff Member 4:</b><br>Court Activity     |  | <b>Staff Member 4:</b><br>Competency Education | <b>Staff Member 4:</b><br>My Life, My Choice      |
|                  | <b>Staff Member 2:</b><br>Table Games          |  |  |  |   |
| <b>1400-1450</b> | <b>Staff Member 5:</b><br>Trivia Challenge     | <b>Individual Contacts</b>                   | <b>Staff Member 7:</b><br>Working with Your Attorney | <b>Individual Contacts</b>                     | <b>JBCT Cinema</b>                                |
|                  |  | <b>Chaplain:</b><br>Bible Study              | <b>Individual Contacts</b>                           |  |   |
| <b>1500-1530</b> | <b>Individual Contacts</b>                     |  |  | <b>Individual Contacts</b>                     |   |

**4. JAIL-BASED COMPETENCY TREATMENT STAFFING MODEL:**

|   |   |
|---|---|
| <b>Number of Beds</b>   | 25 to 30 Beds   |
| <b>Treatment Team Staffing*</b>                                       | Program Director – 1.0<br>Psychiatrist – 1.0<br>Psychologist – 1.6<br>Social Worker/Mental Health Clinician – 2.0<br>Registered Nurse – 1.0<br>Mental Health Rehabilitation Specialist/Group Facilitator – 2.0<br>Forensic Restoration Specialist 2.0 |
| <b>Administrative Staff*</b>  | Program Coordinator – 1.0   |
| <b>Custodial Staff*</b>   | Deputy – 2.0  |
| <i>*Number of positions reflect full-time equivalent (FTE) values</i> |   |

**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. 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.
- C. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds." . Replenishment funds shall be made available beginning January 1, 2025, and annually thereafter.
- D. Contractor shall submit invoices for any and all program refurbishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 6, "Program Refurbishment Funds" within 24 months of the contract start date.
- E. The DSH is not responsible for services performed by Contractor outside of this Agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.
- F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- G. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CARES Act or FEMA disaster relief, except when Contractor has billed a federal program and seeks the difference between the reimbursed amount and the DSH contract price.

**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  
Attention: Accounting Office  
1215 O Street, MS-2  
Sacramento, CA 95814

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. 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.

- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. 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. Small Business certification number, if applicable.
  - iv. Professional license number, if applicable.  
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 FY's, 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. The amount of this Agreement shall not exceed \$12,396,917.47 at rates listed in this Agreement.
- B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program replenishment costs beginning January 1, 2025, and annually thereafter that shall not exceed \$9,960 annually.
- C. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program refurbishment costs that shall not exceed \$144,130.

- D. The per diem rate shall be \$538.93 per bed, totaling \$13,473.25 per day for all 25 *Allocated Beds*. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- E. The per diem rate for the *Non-Allocated Beds* shall be \$538.93 per male IP, per each day of treatment. Upon invoicing, Contractor shall clearly identify the number of IPs multiplied by the number of actual treatment days in the month that services were provided.
- F. As of January 1, 2026, the per diem rate shall be \$555.09 per bed, totaling \$13,877.25 per day for all 25 *Allocated Beds*. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- G. As of January 1, 2026, the per diem rate for the *Non-Allocated Beds* shall be \$555.09 per male IP, per each day of treatment. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- H. Medications
  - i. Upon invoicing, Contractor shall clearly identify the number of Patient Inmates receiving medications in the monthly billing cycle.
  - ii. The DSH shall compensate Contractor for prescribed medication costs based on actual usage when medically necessary, which shall not exceed \$123,201.21 for January 1, 2025 through December 31, 2025, and \$126,147.25 for January 1, 2026 through December 31, 2026, (Maximum Annual Medication Budget). Upon invoicing, Contractor shall clearly identify the name of the patient, the name of the medication, the date medication was administered, the medication dosage, and the cost per dosage multiplied by the number of Patient Inmates that received the medication during the month that services were provided. Contractor shall monitor medication usage and if/when Contractor anticipates exceeding the Maximum Annual Medication Budget, Contractor shall notify the DSH Contract Manager and/or designee and DSH will execute a contract amendment to this Agreement in order to increase the Maximum Annual Medication Budget, contingent upon the availability of sufficient funds.
  - iii. The monthly allocation amounts are based on dividing the annual allocation amounts and shall not exceed the budgeted annual allocation amounts by fiscal year.

| <u>Medications</u>  |                           |                      |                        |                               |
|---------------------|---------------------------|----------------------|------------------------|-------------------------------|
| <u>Patient Name</u> | <u>Name of Medication</u> | <u>Dosage Amount</u> | <u>Cost Per Dosage</u> | <u>Date of Administration</u> |
|                     |                           |                      |                        |                               |

- I. Upon invoicing, Contractor shall provide a report of the actual expenditures and receipts for replenishment costs, refurbishment costs, and medication costs for the month being invoiced.
- J. Beginning 90 days from the first IP admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 90 percent occupancy rate requirement is reliably met, including adjusting staffing and/or the addition or introduction of Patient Inmates from other counties to efficiently use the bed space. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

## K. Regional Meetings and Forensic Trainings:

- i. Contractor and its subcontractors shall be reimbursed for the travel expenses associated with DSH required meetings and/or trainings as outlined in the Scope of Work. Travel expenses shall not exceed \$2,000.00 annually.
- ii. Travel reimbursement rates shall be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., Title 2 §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:
  - 1) Travel must be pre-approved by the DSH Contract Manager. Invitation to attend from the DSH Contract Manager shall serve as pre-approval.
  - 2) Travel shall be at the least expensive method available.
  - 3) Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR Rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the State when seeking reimbursement for travel.
  - 4) Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with their invoice, and with original receipts, for each instance of expenses for meals, parking, and personal vehicle mileage reimbursement. A copy of MapQuest or equivalent is required for mileage claims. All TECs must be approved by the DSH Contract Manager in writing.
  - 5) The time an individual leaves their office or residence and returns to their office or residence shall be used in calculating per diem allowances. All TECs must specify these times in order to be processed for payment.

Contractor must retain copies of all TECs and receipts for at least three years from the final payment of this Agreement in case of an audit. For an overview of CalHR's travel reimbursement program, visit <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager.

- L. 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. In no event will this change the contract price for the services actually rendered.
- M. Requests for budget modifications across major budget categories and/or across the individual cost categories including to address increased staffing overtime needs must be submitted with written justification by the Contractor, approved by DSH Contract Manager, and cannot exceed the Fiscal Year Total Cost amount.
- N. Contractor must submit all invoices within a reasonable time, but no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, 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.

**EXHIBIT B-1  
 SAMPLE INVOICE**

[Insert Contractor's Department company logo/address]

**INVOICE**

|      |           |
|------|-----------|
| DATE | INVOICE # |
|      |           |

Department of State Hospitals  
 Attn: Accounting Office  
 1215 O Street, MS-2  
 Sacramento, CA 95814

|   |             |
|---|-------------|
| PERIOD OF SERVICE<br>[insert date range<br>of month being invoiced] | AGREEMENT # |
|---|-------------|

|                                    |   |            |   |   |  |
|------------------------------------|---|------------|---|---|--|
| <b>Allocated – Minimum 25 Beds</b> |   |            |   |   |  |
| Per Diem Rate                      |   | Total Beds |   | Bed Days  | Total for<br>[insert month being invoiced] |
| \$538.93                           | X | 25         | X | [Insert number of days in<br>the month<br>being invoiced] | = \$ _____                                 |

*\*Per Diem Rate of \$538.93 per bed*  
*\*Per Diem Rate of \$555.09 per bed effective January 1, 2026*

|  |   |                                  |   |  |  |
|--|---|----------------------------------|---|--|--|
| <b>Non-Allocated – Additional Beds</b><br><i>(list one Incarcerated Persons per row; insert additional rows as needed)</i> |   |                                  |   |  |  |
| Per Diem Rate  |   | Total<br>Incarcerated<br>Persons |   | Bed Days   | Total for<br>[insert month being invoiced] |
| \$538.93   | X | 1                                | X | [Insert actual number of<br>days in treatment for the<br>month being invoiced] | = \$ _____                                 |

|  |  |          |
|--|--|----------|
| <b>MEDICATIONS</b><br><i>(requires back-up report)</i> |  |          |
| Total for [insert month being invoiced]                |  |          |
| =  |  | \$ _____ |

|  |      |
|--|------|
| <b>REPLENISHMENT</b><br><i>(separate invoice and requires proof of purchase)</i> |      |
| Category/Item  | Cost |
|  |      |
| <b>TOTAL =</b>   |      |

| <b>REFURBISHMENT</b><br><i>(separate invoice and requires proof of purchase)</i> |                |
|--|----------------|
| Category/Item  | Cost           |
|  |                |
|  |                |
|  | <b>TOTAL =</b> |

|  |          |
|--|----------|
| <b>Invoice Total for</b><br>[insert month being invoiced]: | \$ _____ |
|--|----------|

PLEASE MAKE REMITTANCE PAYABLE TO:  
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]  
 [Insert name/title here]

**EXHIBIT B-2**  
**SAMPLE INVOICE DETAIL**

**SAMPLE MEDICATION REPORT**

Contractor to include when submitting each monthly invoice that includes medications.

**SAN DIEGO JBCT - MONTH/YEAR**

**MEDICATION REPORT**

| Medications |                    |               |                        |                 |
|-------------|--------------------|---------------|------------------------|-----------------|
| IP Name     | Name of Medication | Dosage Amount | Date of Administration | Cost Per Dosage |
|             |                    |               |                        |                 |
|             |                    |               |                        |                 |
|             |                    |               |                        |                 |
|             |                    |               |                        |                 |
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|             |                    |               |                        |                 |
|             |                    |               |                        |                 |
|             |                    |               |                        |                 |
|             |                    |               |                        |                 |
|             |                    |               | <b>TOTAL:</b>          | 5               |

**REPLENISHMENT ITEMS:**

Provide receipts of purchase that display purchase date, item purchased, and cost of each item

**REFURBISHMENT ITEMS:**

Provide receipts of purchase that display purchase date, item purchased, and cost of each item

**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 both 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. ~~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 by a court 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. **TERMINATION FOR CONVENIENCE:** The State or Contractor may terminate this Agreement at any time by giving written notice to either party of such termination and specifying the effective date thereof at least sixty (60) business days before the effective date of such termination.
9. **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.

10. 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 comply (Pub. Contract Code §12205).
11. 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 ensure 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.
12. 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.
13. TIMELINESS: Time is of the essence in this Agreement.
14. 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.
15. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
16. 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).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
- i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. STANDARD CONDITIONS OF SERVICE**

- A. The Contractor shall procure and maintain all license(s), permits, registrations and certifications required by law for accomplishing any work required with this agreement. Contractor shall provide proof of any such documentation upon request by DSH. In the event any license(s), permit(s), registration(s), and certification(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed document within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required documentation, the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- B. The Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- C. The Contractor and its agents, employees, and subcontractors shall keep informed of, observe, and comply with, all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the state in writing.
- D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E. If signing this agreement as a sole proprietor, The Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- F. The Contractor's, and any subcontractor's, own data center or cloud computing, where data may be stored, must be physically located in the continental United States. Remote access to data from outside the continental United States is prohibited.

**2. 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.

**3. 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 § 7550).

**4. DEPARTMENT OF STATE HOSPITALS STAFF:**

- G. The DSH's staff shall be permitted to work with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the 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 between any employees of the San Diego Sheriff's Office that work in any capacity of the JBCT program and current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships between any employees of the San Diego Sheriff's Office that work in any capacity of the JBCT program and with any current subcontractor(s)' workforce member.

**5. CONFIDENTIALITY OF DATA AND DOCUMENTS:**

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, Contractor does not require permission to comply with requests in accordance with local, state, and federal law, including but not limited to California Public Records Act requests, subpoenas, discovery requests, or court orders.
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the confidentiality Contract terms in a form to be approved by DSH and shall supply DSH with evidence thereof.
- D. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

- E. 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 or designee 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, express 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.*

**6. 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 models, 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 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, except in accordance with local, state or federal law.
- G. If DSH determines that the above 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.

**7. NOTICE:**

- A. Notice to DSH shall be sent via email to DSH-Sacramento at [saccontracts@dsh.ca.gov](mailto:saccontracts@dsh.ca.gov). Notice to Contractor 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 in Exhibit A, Section 4(A). Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. LITIGATION:**

- E. 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 the 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.

**15. EXCISE TAX:**

- A. The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local

sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

**16. RIGHT TO TERMINATE:**

- A. DSH reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the contractor. If terminated, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of termination 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 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 termination.
- B. This agreement can be immediately terminated for cause if Contractor has materially breached this agreement and cure is not possible. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor. Otherwise, prior to termination for cause, DSH must notify Contractor of the breach in writing and provide an opportunity to cure within thirty (30) days.

**17. LIABILITY FOR LOSS AND DAMAGES:**

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's property, including equipment, furniture, materials, or other State or DSH property as defined in Exhibit A Section 6 Program Refurbishment Funds, 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.

**18. 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 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  $\geq 10$ /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. These provisions, as applied to the JBCT program, are not intended to conflict with the internal policies of the County correctional facility where the JBCT program is located.
- E. The term "DSH facility" or "DSH's facility" does not include the JBCT Module.

**19. 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.

**20. RESOLUTION OF DISPUTES:**

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

**21. SUBCONTRACTS:**

- C. Except for subcontracts identified on DGS PD 05-105 Bidder Declaration, 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.
- D. 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. Pursuant to Exhibit C, Section 5, Contractor is 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.

**22. RUSSIAN SANCTION ORDERS:**

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**23. NEWS RELEASES:**

- A. Contractor will notify and collaborate with DSH Office of Communications on news releases about matters directly related to the JBCT Module:

DSH Office of Communications

Phone: (916) 654-2410

After Hours: (916) 206-9274

Email: [Officofcommunications@dsh.ca.gov](mailto:Officofcommunications@dsh.ca.gov)

**24. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:**

- A. The DSH affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. Contractor shall deliver all applicable services and products in reasonable compliance with applicable State and Federal standards (for example, Web Content Accessibility Guidelines, Version 2.0 or a subsequent version, at Level AA or higher, and the requirements of sections 11135 and 7405 of the Government Code and Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as applicable).

*Revision 01.16.25*

**EXHIBIT E**  
**CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**  
**(HIPAA/HITECH Act contracts)**  
**HIPAA Business Associate Agreement**

These Confidentiality and Information Security Provisions for Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all 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 (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

**1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:**

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., the Lanterman-Petris-Short Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and HIPAA, including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, 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.
- C. 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 Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

**2. DEFINITIONS:**

- A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

**B. Specific Definitions**

- i. **Contractor.** Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103.
- ii. **Breach.** With respect to Contractor's handling of confidential information, "breach" shall have the same meaning as the term "breach" in HIPAA, 45 C.F.R. section 164.402.
- iii. **HIPAA Rules.** HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 .
- iv. **Confidential Information.** Confidential information is all information and records obtained in the course of providing services to either voluntary or involuntary recipients of services, codified in Welfare and Institutions Code section 5328. Confidential information shall include information or data that is defined as Protected Health Information in HIPAA or Personal Information as defined herein.
- v. **Personal Information (PI).** PI shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a).
- vi. **Required by law,** as set forth under 45 C.F.R. section 164.103 , shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. A mandated use or disclosure that is required by law must be authorized under both federal and state privacy laws and regulations, including those listed in subsection 1.A. above.
- vii. **Security Incident.** Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of (1) confidential information, or (2) confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or, (3) interference with system operations in an information system.
- viii. **Designated Record Set.** Designated record set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH.

**3. OBLIGATIONS AND ACTIVITIES :**

- A. **OF DSH –** For all DSH staff that have direct access to the County's electronic data system, DSH agrees to:

- i. Undergo required training, instruction, and/or review of applicable policies and procedures required by County in order to obtain and maintain direct access to County's electronic data system;
- ii. Not use or disclose County confidential information other than as permitted or required by the agreement between DSH and County or as required by law. DSH may use or disclose County confidential information to perform functions, activities or services identified in the agreement with County provided that such use or disclosure would not violate federal or state laws or regulations. DSH may use and disclose County confidential information for the proper management and administration of DSH or to carry out the legal responsibilities of DSH, provided that such uses and disclosures are required by law. DSH may use County confidential information to provide data aggregation services related to the health care operations of County. Data aggregation means the combining of County confidential information created or received by DSH, to permit data analyses that relate to the health care operations of DSH;
- iii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164, with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with County;
- iv. Report to County any unauthorized access, use or disclosure of County confidential information not provided for by the agreement with County of which it becomes aware, including inadvertent access, use, or disclosure and breaches of unsecured protected health information as required at 45 C.F.R. section 164.410, and any security incident of which it becomes aware;
- v. Train and use reasonable measures to ensure compliance with the requirements of the Agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this Agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this Agreement.

B. OF BUSINESS ASSOCIATE - Contractor agrees to:

- i. Not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the minimum necessary;
- ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;
- iii. Report to DSH any access, use or disclosure of confidential information not required by law or provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 , and any security incident of which it becomes aware;
- iv. In accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) , if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with

Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

- v. Provide access and make available confidential information in a designated record set to DSH or to an individual in accordance with 45 C.F.R. section 164.524 and California Health and Safety Code section 123100 et seq.. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;
- vi. If Contractor maintains electronic health records with PHI and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e);
- vii. If Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. Make any amendment(s) to confidential information in a designated record set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526, or take other measures as necessary, to satisfy DSH's obligations under 45 C.F.R. section 164.526. Contractor shall make the final determination as to whether 45 C.F.R. 164.526 requires amendments to records created by Contractor;
- ix. Document and make available to DSH or (at the direction of DSH) to an individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 and 42 U.S.C. section 17935(c). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;
- x. To the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 , comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s);
- xi. Make its internal practices, accounting, and records available to the DSH or the US Health and Human Services Secretary for purposes of determining compliance with the HIPAA regulations, in a time and manner designated either by DSH or the Secretary;

- xii. Comply with all applicable legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and subcontractors, including but not limited to the handling and disclosure of PI received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using PI received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement;
  
- xiii. Indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

**4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:**

- A. Except as otherwise provided in the Agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.
  
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this Agreement with DSH or as required by law.
  
- C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
  
- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

**5. SAFEGUARDS:**

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy

and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards upon reasonable request from DSH from time to time.

- i. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule.
- ii. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unsecured at workplace, home or in a vehicle) and encryption.
- iii. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

## 6. SECURITY REQUIREMENTS:

- A. Authentication mechanisms must be consistent with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. All users must be issued a unique user account for accessing DSH data. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems with the following minimum controls applied:
  - i. User accounts must be promptly disabled or deleted upon the transfer or termination of an employee
  - ii. Passwords are not to be shared
  - iii. Passwords must be at least eight characters in length. Password policy requiring a length of fifteen characters or more does not require periodic password changes. Passwords of between eight and fourteen characters must require the password be changed at most every 90 days
  - iv. Passwords must not be comprised of a single dictionary word
  - v. Passwords must not be stored in readable format on any computer or system
  - vi. Passwords must be changed if compromised or revealed to any party other than the assigned user
  - vii. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
    - (1) Upper case letters (A-Z)
    - (2) Lower case letters (a-z)
    - (3) Arabic numerals (0-9)
    - (4) Non-alphanumeric characters (punctuation symbols)
- B. Systems accessible from internet locations require authentication meeting NIST SP 800-63 Authenticator Assurance Level 2 at a minimum, including multi-factor authentication.

- C. Contractor shall implement the following security controls on each server, workstation, or portable computing device (e.g., laptop computer) that processes or stores confidential, personal, or sensitive data:
- (1) Network-based firewall and/or personal firewall.
  - (2) Continuously updated next-generation anti-virus (NGAV) software. NGAV software must be able to provide real-time detection and prevention of malware and non-malware attacks, including file based as well as memory-based and file-less attacks. NGAV software must be designed to detect and prevent abnormal behaviors including "zero day" (never before seen malware) attacks, and use indicators of compromise to identify abnormalities. Vendor-managed devices operating within DSH networks will utilize DSH-provided endpoint protection software to permit monitoring and isolation of devices which exhibit abnormal behavior.
  - (3) Patch-management process including installation of all operating system/software vendor security patches. All applicable patches rated critical or high, have a common vulnerability scoring system (CVSS) score of 7.0 or greater, or correct exploitable vulnerabilities, must be installed within a maximum of 30 days from vendor release.
  - (4) All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-23 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher.
  - (5) 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.
- D. Encrypt all confidential information, including personal or sensitive data, stored on portable electronic devices (including, but not limited to, USBs and hard drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher.
- E. Prior to disposal, sanitize all DSH confidential information or data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- F. Contractor shall not transmit confidential information, including personal or sensitive data, via e-mail or other Internet transport protocol over a public network unless a FIPS 140-3 certified algorithm, at minimum, such as Advanced Encryption Standard (AES), with a 128 bit key or higher is used to secure the data.

**7. MITIGATION OF HARMFUL EFFECTS:**

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

**8. NOTIFICATION OF BREACH:**

- A. During the term of the agreement with DSH, and if applicable, after termination, Contractor shall report to DSH any use or disclosure of information not required by law or provided for by this Agreement of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410.

**9. DISCOVERY OF BREACH:**

- A. Contractor shall immediately notify the DSH Chief Information Security Officer and the DSH Chief Privacy Officer by email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential information or data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:
  - 5. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and,
  - 6. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**10. INVESTIGATION OF BREACH:**

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer and the DSH Chief Privacy Officer of at least the following:
  - i. the data elements involved and the extent of the confidential data involved in the breach;
  - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;
  - iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;
  - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

- v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

**11. WRITTEN REPORT:**

- A. Contractor shall provide a written report of the investigation to the DSH Chief Information Security Officer and DSH Chief Privacy Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**12. NOTIFICATION OF INDIVIDUALS:**

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

**13. DSH CONTACT INFORMATION:**

- A. Contractor shall direct communications to the DSH Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer, and Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

| <b>DSH Contract Manager</b>                           | <b>DSH Chief Privacy Officer</b>   | <b>DSH Chief Information Security Officer</b>   |
|---|--|---|
| See Exhibit A - Scope of Work for contact information | Chief Privacy Officer<br>Legal Division<br>1215 O Street<br>Sacramento, CA 95814<br><br>Email: <a href="mailto:Privacy.Officer@dsh.ca.gov">Privacy.Officer@dsh.ca.gov</a><br>Telephone: 916-654-2319 | Chief Information Security Officer<br>Information Security Office<br>1215 O Street<br>Sacramento, CA 95814<br><br>Email: <a href="mailto:iso@dsh.ca.gov">iso@dsh.ca.gov</a> and <a href="mailto:security@dsh.ca.gov">security@dsh.ca.gov</a><br>Telephone: 916-654-4218 |

**14. EMPLOYEE TRAINING AND DISCIPLINE:**

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the Agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this Agreement and use or disclose confidential information; and may discipline such employees who intentionally violate any provisions of this Agreement.

**15. EFFECT OF TERMINATION:**

- A. Upon termination or expiration of the Agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information and data within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information and data received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractors, or its agents.

**16. MISCELLANEOUS PROVISIONS:**

- A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an individual to satisfy 45 C.F.R. section 164.522.
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH 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.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

**17. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:**

- A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule

- or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

**18. TERMINATION FOR CAUSE:**

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:
  - i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or
  - ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

*Revision 01.16.25*

**ADDENDUM A**

All replenishment items as defined in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds" detailed in Addendum A shall serve as pre-approval from DSH. Contractor must receive DSH written approval on any items not listed in Addendum A prior to being purchased.

**ANNUAL JBCT REPLENISHMENT COST  
 RECURRING INCENTIVE LIST**

| Items  | Justification   | Cost per Month | Annual Amount |
|--|---|----------------|---------------|
| <b>Incentive Items</b>                       | Commissary/snacks/food/drinks (including monthly incentive lunch)   | \$500.00       | \$6,000.00    |
| <b>Therapeutic Tools</b>                     | Audio/visual aids, DVDs, yoga mats, essential oils, karaoke machine, etc.   | \$115.00       | \$1,380.00    |
| <b>Classroom materials</b>                   | Art supplies, construction paper, journals, books, folders, card and board games, puzzles, etc<br>Psychological tests and testing supplies. | \$115.00       | \$1,380.00    |
| <b>Misc. Office Supplies &amp; Equipment</b> | Printer toner, copy paper, white boards, pens, cell chalk boards, disinfecting wipes, carpet cleaner, paper towel, tissue, COVID masks.     | \$100.00       | \$1,200.00    |
| <b>Grand Total</b>                           |   |                | \$9,960.00    |

**ADDENDUM B**

All refurbishment items as defined in Exhibit A. Scope of Work, Section 6, "Program Refurbishment Funds" detailed in Addendum B shall serve as pre-approval from DSH. Contractor must receive DSH written approval on any items not listed in Addendum B prior to being purchased.

**SAN DIEGO JBCT REFURBISHMENT COSTS**

| Items                     | Justification  | Quoted Cost  | Estimated Total |
|---------------------------|--|--------------|-----------------|
| Paint Interior            | San Diego Central Jail - JBCT (Main Module and 20 Cells) | \$48,000.00  | 48,000          |
| Drywall Repair            | San Diego Central Jail - JBCT (20 Cells)                 | \$100.00     | 100             |
| Ceiling Paint             | San Diego Central Jail - JBCT (Main Module)              | \$5,800.00   | 5,800           |
| Lunch Tables Paint        | San Diego Central Jail - JBCT (Main Module - 18 Tables)  | \$12,600.00  | 12,600          |
| Epoxy Flooring            | San Diego Central Jail - JBCT (Main Module)              | \$7,800.00   | 7,800           |
| Epoxy Flooring            | San Diego Central Jail - JBCT (20 Cells)                 | \$18,000.00  | 18,000          |
| Courtroom Mural           | San Diego Central Jail - JBCT (Group Room)               | \$3,500.00   | 3,500           |
| Patient Mural             | San Diego Central Jail - JBCT (Day Room)                 | \$1,500.00   | 1,500           |
| Therapeutic Furniture     | San Diego Central Jail - JBCT (Day Room)                 | \$40,830.43  | 40,830          |
| Therapeutic Furniture     | San Diego Central Jail - JBCT (Cells) Bottom Bunks/Misc  | \$118,919.37 | -               |
| Therapeutic Furniture     | San Diego Central Jail - JBCT (Cells) Top Bunks/Misc     | \$58,261.00  | -               |
| Soundproofing             | San Diego Central Jail - JBCT (Group Room)               | \$2,000.00   | 2,000           |
| Plants                    | San Diego Central Jail - JBCT (Main Module)              | \$1,000.00   | 1,000           |
| Technology - Sound System | San Diego Central Jail - JBCT (Main Module)              | \$3,000.00   | 3,000           |
|                           |  |              | -               |
|                           |  |              | -               |
|                           |  |              | -               |
|                           |  |              | -               |
| <b>Grand Total</b>        |  |              | <b>144,130</b>  |



# COUNTY OF SAN DIEGO

## INTER-DEPARTMENTAL CORRESPONDENCE

CLERK OF THE BOARD  
2025 MAR 27 PM 2:32

March 17, 2026

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 PACIFIC COAST SPORT FISHING 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 Pacific Coast Sport Fishing and the County of San Diego, Sheriff's Office, for the 2026 Pacific Coast Sport Fishing Show on March 19, 2026 to March 22, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$12,203.28. 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 one (1) copy of the enclosed revenue agreement to:

Sheriff's Office  
Contracts Division  
Attn: Elizabeth Niiazbek Kyzy  
Elizabeth.NiiazbekKyzy@sdsheriff.gov  
Mail Stop: O-41

If you have any questions regarding this request, please contact Elizabeth Niiazbek Kyzy, the Administrative Analyst at (858) 583-0345.

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:  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:  Date:

Approved By:

Group Finance Director:  Date:

County Counsel:  Date:

Chief Administrative Officer:  Date:

Office of Financial Planning:  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

OFF USE ONLY  
Init:  OFF#:



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

|  |   |                          |
|--|---|--------------------------|
| <b>From:</b><br>Elizabeth Niazbek Kyzy, (858) 583-0345 | <b>Bureau/Division, or Section:</b><br>MSB - Contracts Mgt. Procurement | <b>Date:</b><br>03/17/26 |
|--|---|--------------------------|

**Subject:**  
Reimbursable Services Agreement - Pacific Coast Sport Fishing, 2026 Pacific Coast Sport Fishing Show on 03/19/26 to 03/22/26 - \$12,203.28.

| <b>To:</b><br><u>(PLEASE INITIAL AND ROUTE<br/>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  DG   | <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,  KG                      | <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  AS                    | <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  M.D.                                 | <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  TK                      | <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  AP                                     | <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"/>            |
| 8.   | <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"/>            |
| 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:**

Please email signed copy to Elizabeth.NiazbekKyzy@sdsheriff.gov and return one (1) signed copy of the agreement to Elizabeth Niazbek Kyzy, Contracts Division, Mail Stop: 041

Thank you.



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

March 17, 2026

**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  
PACIFIC COAST SPORT FISHING 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 Pacific Coast Sport Fishing to provide law enforcement security services for the 2026 Pacific Coast Sport Fishing Show from March 19, 2026 through March 22, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$12,203.28. 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 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 PACIFIC COAST SPORT FISHING, THE COUNTY OF SAN DIEGO, AND  
THE SAN DIEGO COUNTY SHERIFF RSA #52**

**SECURITY SERVICES**

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of March 2026, and between THE PACIFIC COAST SPORT FISHING (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 2026 Pacific Coast Sport Fishing Show.
2. The term of this Agreement shall commence on March 19, 2026 at 11:00, and shall continue in effect through and terminate after March 22, 2026 at 17:30.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Michael Davis, (619) 340-3007.
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 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:

Bill DePriest



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

Bill DePriest  
PACIFIC COAST SPORTFISHING

Dane Gapuz  
Signature Title/Rank

[Signature]  
Signature Title/Rank

Dane Gapuz  
Sheriff's Contract Manager  
Print Name

Bill DePriest  
Print Name

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day  
Signature- Senior Deputy County Counsel

[Signature]  
Signature- Clerk of the Board

Mark Day  
Print Name

**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.**

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §123.  
By: [Signature] Date: 3/26/06  
Deputy Clerk of the Board Supervisors

**COST ESTIMATE**

| 2026 Pacific Coast Sport Fishing Show   | # of POSITIONS | # of HOURS | # of MILES | RATE or COST <u>WITH OVERHEAD*</u> | TOTAL               |
|---|----------------|------------|------------|------------------------------------|---------------------|
| <b>03/19/26-03/22/26</b>                |                |            |            |                                    |                     |
| Deputy (Thursday 03/19/26: 11:00-19:30) | 2              | 8.5        |            | \$ 179.46                          | \$ 3,050.82         |
| Deputy (Friday 03/20/26: 11:00-19:30)   | 2              | 8.5        |            | \$ 179.46                          | \$ 3,050.82         |
| Deputy (Saturday 03/21/26: 09:00-17:30) | 2              | 8.5        |            | \$ 179.46                          | \$ 3,050.82         |
| Deputy (Sunday 03/22/26: 09:00-17:30)   | 2              | 8.5        |            | \$ 179.46                          | \$ 3,050.82         |
|   |                |            |            |                                    | \$ -                |
|   |                |            |            | <b>Sub-Total</b>                   | <b>\$ 12,203.28</b> |
|   |                |            |            | <b>TOTAL</b>                       | <b>\$ 12,203.28</b> |
| <b>Vehicle Minimum or Mileage</b>       |                |            |            | \$ 71.99                           | \$ -                |
| <b>Motorcycle Mileage</b>               |                |            |            |                                    | \$ -                |
|   |                |            |            | <b>TOTAL</b>                       | <b>\$ -</b>         |
| <b>Other Expenses: (List)</b>           |                |            |            |                                    | \$ -                |
|   |                |            |            |                                    | \$ -                |
|   |                |            |            | <b>TOTAL</b>                       | <b>\$ -</b>         |
|   |                |            |            | <b>TOTAL ESTIMATED COSTS</b>       | <b>\$ 12,203.28</b> |



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

0000 CLERK OF THE BOARD  
2026 MAR 27 PM 2:32

March 12, 2026

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 FALLBROOK CHAMBER OF COMMERCE**

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 Fallbrook Chamber of Commerce and the County of San Diego, Sheriff's Office, for law enforcement security services for the Fallbrook Avocado Festival, on April 19, 2026.

The value of this contract will not exceed \$19,043.30 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office  
Contracts Division  
Attn: Elizabeth Niizbek Kyzy  
Elizabeth.NiizbekKyzy@sdsheriff.org  
Mail Stop: O-41

If you have any questions regarding this request, please contact Elizabeth Niizbek Kyzy, Admin Analyst at (858) 583-0345

A handwritten signature in blue ink, appearing to read "Andrew Strong", with a long horizontal line extending to the right.

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:  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:  Date:

Approved By:

|                               |  |  |
|-------------------------------|--|--|
| Group Finance Director:       | <input type="text" value="Kamini Talwa"/>  | Date: <input type="text" value="3/18/26"/>   |
| County Counsel:               | <input type="text" value="Mark Ray"/>      | Date: <input type="text" value="3/19/26"/>   |
| Chief Administrative Officer: | <input type="text" value=""/>              | Date: <input type="text" value="3/19/26"/>   |
| Office of Financial Planning: | <input type="text" value="Aurilia James"/> | Date: <input type="text" value="3/23/2026"/> |

\* 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:  OFF#:



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

|  |   |                          |
|--|---|--------------------------|
| <b>From:</b><br>Elizabeth Niazbek Kyzy, (858) 583-0345 | <b>Bureau/Division, or Section:</b><br>MSB - Contracts Mgt. Procurement | <b>Date:</b><br>03/12/26 |
|--|---|--------------------------|

**Subject:**  
Reimbursable Services Agreement - Fallbrook Chamber of Commerce, Fallbrook Avocado Festival on 04/19/26 - \$19,043.30

| <b>To:</b><br><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 <span style="float:right">DG</span>                      | <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, <span style="float:right">KG</span>   | <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 <span style="float:right">AS</span> | <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 <span style="float:right">M.D.</span>              | <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 <span style="float:right">TK</span>   | <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 <span style="float:right">AP</span>                  | <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"/>            |
| 8.  | <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"/>            |
| 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:**

Please email signed copy to Elizabeth.NiazbekKyzy@sdsheriff.gov and return one (1) signed copy of the agreement to Elizabeth Niazbek Kyzy, Contracts Division, Mail Stop: 041

Thank you.



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

March 12, 2026

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

FROM: Dane Gapuz, Contracts Manager  
Sheriff's Office

#### **REVENUE CONTRACT WITH THE FALLBROOK CHAMBER OF COMMERCE 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 Fallbrook Chamber of Commerce to provide law enforcement security services for the Fallbrook Avocado Festival on April 19, 2026.

The value of this contract will not exceed \$19,043.30. 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.

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 cursive script that reads "Dane Gapuz".

Dane Gapuz, Manager  
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT  
AMONG THE FALLBROOK CHAMBER OF COMMERCE, THE COUNTY OF SAN DIEGO,  
AND  
THE SAN DIEGO COUNTY SHERIFF RSA #50**

**SECURITY SERVICES**

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of March 2026 by and between the FALLBROOK CHAMBER OF COMMERCE (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 Fallbrook Avocado Festival.
2. The term of this Agreement shall commence on April 19, 2026 at 08:00, and shall continue in effect through and terminate after April 19, 2026 at 18:00.
3. COUNTY Coordinator of this Agreement shall be Sergeant Jason Scroggins, (619) 818-6673.
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 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:

Fallbrook Chamber of Commerce  
Event: Fallbrook Avocado Festival  
C/O: Lila Halgrove, CEO



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

Lila Hargrove, CEO  
Fallbrook Chamber of Commerce

Dane Gapuz  
Signature Title/Rank

Lila Hargrove CEO  
Signature Title/Rank

Dane Gapuz  
Sheriff's Contract Manager  
Print Name

Lila Hargrove  
Print Name

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day  
Signature- Senior Deputy County Counsel

Andrew Potter  
Signature- Clerk of the Board

Mark Day  
Print Name

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.**

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §128.  
By: [Signature] Date: 3/2/25  
Deputy Clerk of the Board Supervisors

**COST ESTIMATE**

| Fallbrook Avocado Festival 2026   | # of POSITIONS | # of HOURS | # of MILES | RATE or COST <u>WITH OVERHEAD*</u> | TOTAL               |
|-----------------------------------|----------------|------------|------------|------------------------------------|---------------------|
| <b>4/19/2026</b>                  |                |            |            |                                    |                     |
| Deputy                            | 10             | 10.0       |            | \$ 157.36                          | \$ 15,736.00        |
| Sergeant                          | 1              | 10.0       |            | \$ 221.02                          | \$ 2,210.20         |
| Dispatcher                        | 1              | 10.0       |            | \$ 109.71                          | \$ 1,097.10         |
|                                   |                |            |            |                                    | \$ -                |
|                                   |                |            |            | <b>Sub-Total</b>                   | <b>\$ 19,043.30</b> |
|                                   |                |            |            | <b>TOTAL</b>                       | <b>\$ 19,043.30</b> |
| <b>Vehicle Minimum or Mileage</b> |                |            |            |                                    | \$ -                |
| <b>Motorcycle Mileage</b>         |                |            |            |                                    | \$ -                |
|                                   |                |            |            | <b>TOTAL</b>                       | <b>\$ -</b>         |
| <b>Other Expenses: (List)</b>     |                |            |            |                                    | \$ -                |
|                                   |                |            |            |                                    | \$ -                |
|                                   |                |            |            | <b>TOTAL</b>                       | <b>\$ -</b>         |
|                                   |                |            |            | <b>TOTAL ESTIMATED COSTS</b>       | <b>\$ 19,043.30</b> |



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

March 4, 2026

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 VISTA UNIFIED SCHOOL DISTRICT.**

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 Vista Unified School District and the County of San Diego, Sheriff's Office, for law enforcement security services for Arts Under the Stars, on April 7, 2026 to April 10, 2026.

The value of this contract will not exceed \$8,614.08. The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office  
Contracts Division  
Attn: Elizabeth Niizbek Kyzy  
Elizabeth.NiizbekKyzy@sdsheriff.org  
Mail Stop: O-41

If you have any questions regarding this request, please contact Elizabeth Niizbek Kyzy, Admin Analyst at (858) 583-0345

  
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:  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:  Date:

**Approved By:**

Group Finance Director:  Date:

County Counsel:  Date:

Chief Administrative Officer:  Date:

Office of Financial Planning:  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

OFF USE ONLY  
Init:  OFF#:



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

|  |  |                          |
|--|--|--------------------------|
| <b>From:</b><br>Elizabeth Niazbek Kyzy, (858) 583-0345 | <b>Bureau/Division, or Section:</b><br>MSB - Contracts Mgt. Procurem | <b>Date:</b><br>03/04/26 |
|--|--|--------------------------|

**Subject:**  
Reimbursable Services Agreement- Vista Unified School District, Arts Under the Stars on April 7, 2026 to April 10, 2026 - \$8,614.08.

| <b>To:</b><br><u>(PLEASE INITIAL AND ROUTE<br/>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 <input type="checkbox"/> <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, <input type="checkbox"/> <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 Office <input type="checkbox"/> <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 <input type="checkbox"/> <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. Toroshina Kennedy, Office of Financial Planning <input type="checkbox"/> <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 <input type="checkbox"/> <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"/>            |
| 8.  | <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"/>            |
| 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:**

Please email signed copy to Elizabeth.NiazbekKyzy@sdsheriff.org and return one (1) signed copy of the agreement to Elizabeth Niazbek Kyzy, Contracts Division, Mail Stop: 041

Thank you.



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

March 4, 2026

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

FROM: Dane Gapuz, Contracts Manager  
Sheriff's Office

#### **REVENUE CONTRACT WITH THE VISTA UNIFIED SCHOOL DISTRICT 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 Vista Unified School District to provide law enforcement security services for Arts Under the Stars on April 7, 2026 - April 10, 2026.

The value of this contract will not exceed \$8,614.08. 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.

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 cursive script that reads "Dane Gapuz".

Dane Gapuz, Manager  
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT  
AMONG THE VISTA UNIFIED SCHOOL DISTRICT, THE COUNTY OF SAN DIEGO, AND  
THE SAN DIEGO COUNTY SHERIFF RSA #46**

**SECURITY SERVICES**

THIS AGREEMENT made and entered into this 25<sup>th</sup> day of February 2026 by and between the Vista Unified School District (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 Arts Under the Stars.
2. The term of this Agreement shall commence on April 7, 2026 at 16:00, and shall continue in effect through and terminate after April 10, 2026 at 22:00.
3. COUNTY Coordinator of this Agreement shall be Sergeant Adam Milligan, (619) 709-1699.
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 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:

Vista Unified School District / Visual and Performing Arts

Event: Arts Under the Stars

Dr. Shawn Loescher

[REDACTED]

POC: Susan Stuber

[REDACTED]

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

Dr. Shawn Loescher  
Vista Unified School District

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

Signed by:  
[Signature]  
Signature Assistant Superintendent Title/Rank  
Dr. Shawn T. Loescher Date: March 2, 2026  
Print Name

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

COUNTY OF SAN DIEGO

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

[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.**

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §123.  
By: [Signature] Date: 3/26/26  
Deputy Clerk of the Board Supervisors

**COST ESTIMATE**

|   | # of POSITIONS | # of HOURS | # of MILES | RATE or COST <u>WITH OVERHEAD*</u> | TOTAL              |
|---|----------------|------------|------------|------------------------------------|--------------------|
| <b>April 7th, 2026 - April 10th, 2026</b> |                |            |            |                                    |                    |
| 4/7/2026 - Deputy (16:00-22:00)           | 2              | 6.0        |            | \$ 179.46                          | \$ 2,153.52        |
| 4/8/2026 - Deputy (16:00-22:00)           | 2              | 6.0        |            | \$ 179.46                          | \$ 2,153.52        |
| 4/9/2026 - Deputy (16:00-22:00)           | 2              | 6.0        |            | \$ 179.46                          | \$ 2,153.52        |
| 4/10/2026 - Deputy (16:00-22:00)          | 2              | 6.0        |            | \$ 179.46                          | \$ 2,153.52        |
|   |                |            |            | <b>Sub-Total</b>                   | <b>\$ 8,614.08</b> |
|   |                |            |            | <b>TOTAL</b>                       | <b>\$ 8,614.08</b> |
| <b>Vehicle Minimum or Mileage</b>         |                |            |            | \$ 71.99                           | \$ -               |
| <b>Motorcycle Mileage</b>                 |                |            |            |                                    | \$ -               |
|   |                |            |            | <b>TOTAL</b>                       | <b>\$ -</b>        |
| <b>Other Expenses: (List)</b>             |                |            |            |                                    | \$ -               |
|   |                |            |            |                                    | \$ -               |
|   |                |            |            | <b>TOTAL</b>                       | <b>\$ -</b>        |
|   |                |            |            | <b>TOTAL ESTIMATED COSTS</b>       | <b>\$ 8,614.08</b> |