



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

May 27, 2025

COSD CLERK OF THE BOARD
2025 JUN 12 PM 4:06

TO: Andrew Potter, Clerk of the Board of Supervisors

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

**EXECUTION AND RATIFICATION OF MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF CORONADO 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 memorandum of agreement with the City of Coronado and the County of San Diego Sheriff's Office, for Specialized Law Enforcement Services. Ratification of contract is requested as the start date preceded the execution of the contract.

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

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

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

If you have any questions regarding this request, please contact Rina Molina at (858) 289-9905.


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: 5/27/25 Department: Sheriff

Contract Begin Date: 2/1/2025 End Date: 1/31/2028 Grant: No

*Oracle Award #: 508739 Org #: 39670 Amount: \$249,999.00

Contact Person: Rina Molina Phone #: (858) 289-9905


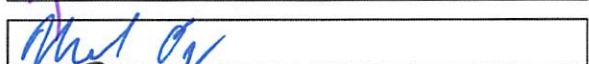
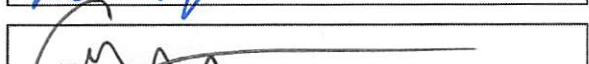
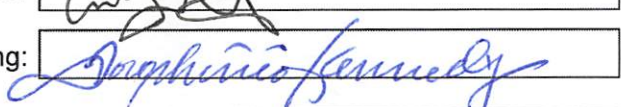
Contracting Agency/Grantor: City of Coronado

Description: Memorandum of agreement for specialized law enforcement services.

- ☒ 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: 5/27/2025

Approved By:

| | | |
|-------------------------------|---|-----------------------------------|
| Group Finance Director: | <u></u> | Date: <u>5/3/25</u> ^{K9} |
| County Counsel: | <u></u> | Date: <u>6/10/25</u> |
| Chief Administrative Officer: | <u></u> | Date: <u>6/3/25</u> |
| Office of Financial Planning: | <u></u> | Date: <u>6/11/25</u> |

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

Attachments:

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

OFP USE ONLY

| | |
|------------------|--------------------|
| Init: <u>TLC</u> | OFP#: <u>25-97</u> |
|------------------|--------------------|



San Diego County SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

| | | |
|--------------------------------------|--|-----------------------|
| From: Rina Molina, (858) 289-9905 | Bureau/Division, or Section: MSB- Contracts | Date: May 27, 2025 |
|--------------------------------------|--|-----------------------|

Subject:
City of Coronado - MOA for Specialized Law Enforcement Services, February 1, 2025 - January 31, 2028,
\$249,999.00

| To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW) | Information Only | Approval | Your Recommendation Action | Prepare Reply | Written Report To Me | See Me | Signature Needed | Return to Me | Copy for You | File | Other (See Below) |
|---|------------------|----------|----------------------------------|---------------|-------------------------|--------|------------------|--------------|--------------|------|-------------------|
| 1. Dane Gapuz, Contracts Manager <i>JD</i> | | X | | | | | | | | | |
| 2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i> | | X | | | | | X | | | | |
| 3. Andrew Strong, Deputy Chief Admin. Officer, Public Safety Group <i>AS</i> | | X | | | | | X | | | | |
| 4. Mark Day, Sr. Deputy County Counsel <i>MD</i> | | X | | | | | X | | | | |
| 5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i> | | X | | | | | X | | | | |
| 6. Andrew Potter, Clerk of the Board <i>AP</i> | | X | | | | | X | | | | X |
| 7. | | | | | | | | | | | |
| 8. | | | | | | | | | | | |
| 9. | | | | | | | | | | | |
| 10. | | | | | | | | | | | |

COMMENTS:

Please email a copy and return two (2) signed copies of the agreement to Rina Molina, Contracts Division, Mail Stop: 041, Rina.Molina2@sdsheriff.gov.

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 27, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

**EXECUTION AND RATIFICATION OF MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF CORONADO 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 Services Bureau, is entering into a memorandum of agreement with City of Coronado for specialized law enforcement services.

The value of this agreement will not exceed \$249,999.00. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the agreement for signatures.

This contract supports the Board of Supervisors' Safety Initiative of the County's Strategic Plan.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink, appearing to read "Dane Gapuz", is written over a horizontal line.

Dane Gapuz, Manager
Sheriff's Contracts Division

AGREEMENT BETWEEN THE CITY OF CORONADO AND THE COUNTY OF SAN DIEGO

FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement for Specialized Law Enforcement Services ("Agreement") is between the City of Coronado, a municipal corporation, hereinafter referred to as "CITY" and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF".

RECITALS

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain specialized law enforcement services; and

WHEREAS, Sections 51300-51308, 51350, 55632, and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into an agreement with provisions concerning the nature and extent of specialized law enforcement services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performances that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY; and

WHEREAS, the Board of Supervisors Policy B-29 authorizes the Clerk of the Board to accept and execute this Agreement for Specialized Law Enforcement Services; and

WHEREAS, the City Council for the City of Coronado on May 6, 2025 authorized the City Manager to accept and execute this Agreement for Specialized Law Enforcement Services; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will provide a level of specialized law enforcement services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the requirements of California Government Code

§§51300-51308, 51350 and 54980, *et seq.* This Agreement is effective for its term beginning as set forth in Section III.A, regardless of its approval date by the parties.

II. SCOPE OF SERVICES

COUNTY through SHERIFF shall provide specialized law enforcement services to CITY as follows:

A. Method of Service Delivery

SHERIFF will maintain a Law Enforcement Services Bureau, which will be responsible for performance of COUNTY's obligations under this Agreement. Specialized Law Enforcement Services will be staffed as described in Section IV, Standards of Services. These services shall be provided from SHERIFF's existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

B. Regional Services

The following regional services are provided to CITY as needed as an adjunct to the Law Enforcement Services described above at no additional cost: Special Enforcement Detail (SED) and Sheriff's Response Team (SRT); Aerial Support to Regional Enforcement Agencies (ASTREA); Bomb/Arson; Search and Rescue; Fire/Rescue helicopter; Crime Lab; and Property and Evidence.

C. Additional Services

1. General

COUNTY through SHERIFF may provide supplemental Specialized Law Enforcement Services or additional related equipment and supplies as requested by CITY at the agreed to rate. Additional Services not covered under Specialized Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for scene control or in furtherance of the investigation.

Requests

Requests for Additional Services shall be made to SHERIFF by CITY through the SHERIFF'S LESB Investigations Commander or his or her designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as

possible regarding requests for Additional Services.

2. Provision of Additional Services

SHERIFF shall advise CITY promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise CITY in writing of the estimated costs of the services. Unless CITY disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V.B.

COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

3. Identification

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services that might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services which may be needed in furtherance of the investigation of the In Custody Death or Officer Involved Shooting within the scope of Specialized Law Enforcement Services.

D. Emergencies

1. General

Notwithstanding any other provisions of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

III. TERM OF AGREEMENT

A. Term

The term of this agreement shall commence at midnight February 1, 2025 and shall continue in effect through and terminate at midnight of January 31, 2028, subject to the termination

provisions in Section III. B. below.

B. Termination

Notwithstanding any other section or provisions of this Agreement, either party hereto may terminate this Agreement by giving a thirty (30) day advance written notice of intention to terminate.

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and effective police protection and the performance of all duties as required by law or contract.

B. Performance Standards

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

1. General

All SHERIFF personnel who provide Specialized Law Enforcement Services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

2. Media

SHERIFF Command will assume responsibility for all related media inquiries and news releases. (collectively, "inquiries"). All such responses to inquiries shall be coordinated with CITY through a Joint Information Center (JIC) structure or its functional equivalent, composed of staff from both agencies. Additionally, SHERIFF will coordinate with CITY on all press conferences pertaining to the investigated matter(s), and CITY representatives will have the opportunity to appear alongside SHERIFF's representatives at all such press conferences.

C. Assignment of Personnel

1. **Sheriff's Responsibility**

The management, direction, supervision and discipline of SHERIFF personnel, the standard of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgement and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

2. **Staff Assignments**

If CITY has specific concerns regarding the actions of any officer, agent or employee who performs Specialized Law Enforcement Services, CITY may address those concerns with the Station Commander serving CITY.

3. **Liability for Payment of Wages**

CITY shall have no liability for any direct payment of salary, wages, pension liability, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this Agreement.

D. **Vehicles, Equipment, and Supplies**

COUNTY shall provide all supplies, equipment and materials required for performance of the required Specialized Law Enforcement Services.

E. **Contract Administration**

COUNTY designates SHERIFF or his designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

V. **COST OF SERVICES/CONSIDERATION**

A. **General**

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Specialized Law Enforcement Services set forth in this Agreement, CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth

hereunder.

B. Additional Services

CITY shall compensate COUNTY for additional Services requested and approved by CITY in accordance with Section II. D based upon the actual costs incurred by SHERIFF to provide those services.

C. Method of Payment, Proportional Payment, Credits

1. Quarterly Invoices

COUNTY shall invoice CITY quarterly for services received. CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for costs of the services agreed upon as reflected in Attachment A. The rates charged for said services by the County pursuant to this agreement shall approximate the actual cost to the County and shall be determined annually by the County. Any rate adjustment by the County shall be submitted to the City in writing and shall be effective on July 1 of that year, subject to termination to section III.B.

2. Billing for Additional Services

In the event that Additional Services have been agreed to by the parties and provided by SHERIFF to CITY, such services shall be billed in addition to those listed above. CITY agrees to pay the allowable cost of such services so requested.

CITY shall not be obligated to pay for any regional services listed in Section II.C above. However, in the event that all non-contract cities are charged by COUNTY for any regional service, the COUNTY may reopen negotiations with CITY and, upon agreement of the parties, a charge for such regional service may take effect at any time during the term of this Agreement. Pursuant to Government Code section 51350, costs shall not include general overhead costs of operation of the COUNTY government.

D. Grant Availability

SHERIFF will advise CITY of availability of grant funding to maximize efforts to obtain funds for such things as anti-terrorism activities, programs, and training.

E. Availability of Funding

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein. It is intended that the services provided under this agreement not exceed a cumulative invoiced total of \$30,000.00 without pre-approval from the CITY. SHERIFF shall notify CITY when the cumulative invoiced total of services provided under this agreement exceeds 90% of this amount, or \$27,000.00. After such notification, SHERIFF shall perform no further services until written authorization is provided by CITY to continue providing services pursuant to this agreement. Notwithstanding this paragraph or any other provision in this agreement, CITY is obligated to pay for all services provided and invoiced by SHERIFF.

VI. DEFENSE AND INDEMNIFICATION

A. Indemnification Related to Workers' Compensation and Employment Issues

COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's 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 COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status or employment (including without limitation compensation, benefits, withholdings, demotion, promotion, discipline, termination, pension, retirement contribution, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY. CITY shall fully indemnify and hold

harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's 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 CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, benefits, withholdings, demotion, promotion, discipline, termination, pension, retirement contribution, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of CITY or any contract labor provider retained by CITY.

B. Defense And Indemnity: Acts And Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY or its employees or contract labor providers in the performance of this Agreement as determined pursuant to section VI.B.4 below. At its sole discretion, CITY 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. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims, Actions or Proceedings Arising From Acts or Omission of CITY

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY or its employees or contract labor providers in the performance of this Agreement. At its sole discretion, COUNTY may participate at its

own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

3. **Claims, Actions or Proceedings Arising From Concurrent Acts or Omissions**

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY 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 5 below (referring to joint defense agreements and reimbursement and/or reallocation).

4. **Limited COUNTY Defense And Indemnification Of CITY: Claims Investigation**

a. **Limited COUNTY Defense And Indemnification Of City**

The COUNTY shall indemnify, defend, and hold the CITY harmless pursuant to section VI.B.1 where asserted CITY liability is based solely on all three of the following circumstances:

- (1) The incident giving rise to the claim or suit occurred as a result of the CITY's contractual relationship with COUNTY under this Agreement;
- (2) The incident giving rise to the claim or suit occurred within the jurisdictional boundaries of CITY and was not caused by a "dangerous condition" for which the CITY is responsible; and
- (3) The conduct alleged to be that of the CITY is, in fact, solely that of the COUNTY or its employees or contract labor providers.

b. **Procedure For Determination Of Duty To Defend And Indemnify**

If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the

actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may not have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long-standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there is no reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph 4.a above. However, if as a result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall, as soon as practicable contact the appropriate CITY representative to discuss COUNTY's opinions. If, after the discussion with CITY representative, the COUNTY determines in its sole discretion that there is no reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph A, above. However, if there continues to appear to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will

notify CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under paragraph 4(a), above unless it is determined by a trier of fact that CITY acts, omissions or dangerous conditions of CITY property did not contribute to the plaintiff's injuries and/or damages alleged in the complaint, and the parties shall negotiate in good faith whether a joint defense agreement is more appropriate under the circumstances. When the COUNTY defends a claims or suit pursuant to paragraph 4(a), above, the CITY shall cooperate with COUNTY in the defense of the action of claim.

5. Joint Defense

Notwithstanding paragraph 4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the alleged concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case or otherwise, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgements and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and their respective officers, agents, contract labor providers and/or employees shall be deemed independent contractors and not officers, agents or employees of CITY. All such personnel provided by COUNTY

under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder.

CITY and COUNTY acknowledge and agree that CITY does not control the manner and means of performing the work of COUNTY's officers, agents, or employees who perform Law Enforcement Services, and that CITY does not have the right or authority to hire, discipline or terminate such officers, agents, or employees. COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act, or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act, or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. Notices

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 COUNTY and SHERIFF:

County of San Diego
Chairperson
San Diego County
Board of Supervisors
1600 Pacific Highway
San Diego, CA 92101

AND

Sheriff
Contracts Manager
PO Box 439062
9621 Ridgehaven Ct
San Diego, CA 92123

To: CITY

City Manager

AND

City Attorney

City of Coronado
1825 Strand Way
Coronado, CA 92118

City of Coronado
1825 Strand Way
Coronado, CA 92118

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.

C. Time of the Essence

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY and CITY holidays.

D. Amendments

This Agreement may be modified or amended only by a written document signed by all 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.

E. Entire Agreement

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

F. Construction

Each party has held the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only

and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

G. No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the COUNTY and the CITY. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

H. Waiver

A waiver by COUNTY of a breach of any of the covenants to be performed by CITY, or a waiver by CITY of a breach of any of the covenants to be performed by COUNTY, shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of either party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or CITY of either performance or payment shall not be considered a waiver of the other party's preceding breach of this Agreement.

I. Authority to Enter Agreement

COUNTY and CITY each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

J. Cooperation

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

L. Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

M. Representation

CITY's City Manager, or his or her designee, shall represent CITY in all discussions pertaining to this Agreement. The SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

N. Job Actions

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform CITY Law Enforcement Services, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by CITY and COUNTY, and CITY shall have no responsibility for the cost of SHERIFF's Law Enforcement Services personnel who withhold Law Enforcement Services to CITY under those circumstances.

O. Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the Assistant Sheriff of the Law Enforcement Services Bureau, or his or her designee, and CITY's City Manager, or his or her designee, will meet and confer within ten (10) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, SHERIFF, or his or her designee, and the CITY's City Manager, or his or her

designee, shall meet to discuss resolution of said dispute.

P. Obligation

This AGREEMENT shall be binding upon the successors of the members of the City Council, the Mayor and the City Manager of CITY, and the members of the COUNTY Board of Supervisors and the SHERIFF.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council on May 6, 2025 has approved the execution of this contract by its City Manager, and the COUNTY, has approved the execution of this contract on June 12, 2025.

CITY
By: 
Tina Friend, City Manager

Approved by City Council

Action Approved

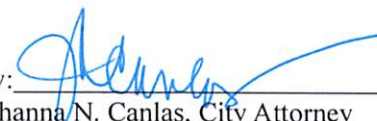
Date May 6, 2025

By: Minute Order


Attest
By: 
Kelsea Holian, City Clerk

Date: May 6, 2025

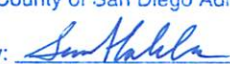
Approved as to form and legality

By: 
Johanna N. Canlas, City Attorney

Date: May 6, 2025

COUNTY OF SAN DIEGO
By: 
Clerk of the Board of Supervisors

Date: 6/12/25

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 06/12/25
Deputy Clerk of the Board Supervisors

Approved as to form and legality

By: 
Mark Day, Sr. Deputy County Counsel

Date: 6/10/25

Attachment A

Estimated Rates

Actual costs (including overhead) of services will be invoiced.

| Class Name | FY 24-25 | | | | Hourly Rate | Hourly Rate with Benefits | OT Rate | Average OT Benefit Rate | OT Rate with Benefits |
|---|----------------|----------------------|------------------|---------------------------------|-------------|---------------------------|----------|-------------------------|-----------------------|
| | Average Salary | Average Benefit Rate | Average Benefits | Total Average Salary & Benefits | | | | | |
| Sheriff's Lieutenant (class 5780) | \$193,200 | 104.29% | \$201,482 | \$394,682 | \$87.42 | \$178.59 | \$131.13 | 6.28% | \$139.37 |
| Sheriff's Sergeant (class 5790) | \$169,486 | 105.30% | \$178,471 | \$347,957 | \$76.69 | \$157.45 | \$115.04 | 6.20% | \$122.17 |
| Dep Sheriff (class 5746) | \$125,969 | 101.67% | \$128,071 | \$254,040 | \$57.00 | \$114.95 | \$85.50 | 6.30% | \$90.89 |
| Criminalist III (class 5736) | \$142,244 | 74.18% | \$105,515 | \$247,759 | \$68.39 | \$119.11 | \$102.58 | 12.60% | \$115.50 |
| Criminalist II (class 5737) | \$124,129 | 67.90% | \$84,282 | \$208,411 | \$59.68 | \$100.20 | \$89.52 | 12.58% | \$100.78 |
| Forensic Evidence Technician (class 5716) | \$83,755 | 72.42% | \$60,659 | \$144,414 | \$40.27 | \$69.43 | \$60.40 | 12.45% | \$67.92 |

The current approved Fiscal Year (FY) Department Overhead rate for Law Enforcement Services will be applied to the Salaries and Benefits of the personnel involved in providing the investigative services.



COSD CLERK OF THE BOARD
2025 JUN 25 PM4:43

MARISA K. BARRIE, PE
DIRECTOR

PUBLIC WORKS
COUNTY AIRPORTS
1960 JOE CROSSON DRIVE, EL CAJON, CA 92020
(619) 956-4800 FAX (619) 956-4801
www.sdcountyairports.com

May 20, 2025

TO: Andrew Potter, Executive Officer
Clerk of the Board of Supervisors

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

**REQUEST FOR SIGNATURE ON THE JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF EL CAJON CREATING
THE GILLESPIE FIELD DEVELOPMENT COUNCIL**

Enclosed is the Joint Powers Agreement signed by The City of El Cajon and County of San Diego Senior Deputy Counsel requiring the Clerk of the Board signature to finalize and record the entity with the Secretary of State by the required filing date of June 7, 2025. Please sign and return two copies of the agreement to:

McClellan-Palomar Airport
Attn: Ursula Null
2192 Palomar Airport Road
Carlsbad, CA 92011
Mail Stop: N137

If you have any questions regarding this request, please contact Ursula Null, Program Coordinator, at (619) 8383-4146 or ursula.null@sdcounty.ca.gov.

RECEIVED JUN 25 2025

RECEIVED JUN 20 2025

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, MAY 07, 2025**

MINUTE ORDER NO. 3

**SUBJECT: GILLESPIE FIELD DEVELOPMENT COUNCIL: TENTH
AMENDMENT TO THE JOINT EXERCISE OF POWERS
AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE
CITY OF EL CAJON CREATING THE GILLESPIE FIELD
DEVELOPMENT COUNCIL AND RELATED CEQA FINDING
(DISTRICT: 2)**

OVERVIEW

On March 19, 1974 (70), the Board approved the “Resolution Approving Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating an Agency to be Known as the Gillespie Field Development Council (GFDC),” The GFDC was developed to serve as an advisory board overseeing the implementation of the Airport Master Plan for Gillespie Field and supporting the creation of consistent priorities, policies, and standards to apply to development within the Gillespie Field area. Furthermore, the GFDC guides the development of Gillespie Field by making recommendations to County Airports staff, the Board, and the City of El Cajon Council providing advice in the areas of aviation, industrial, and economic development which has led to a more efficient development of the airport and increased business and economic activity in the area. The GFDC holds regular bi-monthly public meetings which also provides a forum for community involvement and stakeholder input. The JPA has been amended nine times to extend its term, which is currently set to expire on June 30, 2025.

The County of San Diego (County) Department of Public Works (DPW) operates eight airports including Gillespie Field, which is located within the municipal limits of the City of El Cajon and the City of Santee and is the oldest and largest County-owned airport. The airport is a valuable community resource, providing local services and business opportunities through a unique mixture of land uses including non-aviation industrial and aviation-supporting businesses.

Today’s request is to approve the “Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon creating the Gillespie Field Development Council” (GFDC), which extends the term an additional 10 years until June 30, 2035 (Attachment A). This Amendment will enable the GFDC to continue to provide its expertise and guidance to County staff, the City of El Cajon, and the San Diego County Board of Supervisors. The original term length for the GFDC was ten years with subsequent term lengths varying from 1-11 years. The basis for the proposed 10-year extension is to minimize administrative actions and streamline County business allowing County staff and GFDC to focus on airport development and economic activities. Part of this amendment process is for the GFDC to recommend approval of the extension along with approval by El Cajon City Council. As such, this Amendment was placed before the El Cajon City Council on Tuesday, March 25, 2025 for their consideration, and the City of El Cajon voted unanimously to approve the Tenth Amendment. The City of Santee is not a signatory on the agreement and not required to vote on the agreement.

Beyond the extension of the agreement term, there are no changes to the proposed terms and functions of the GFDC. If the Tenth Amendment is not signed by June 30, 2025, the GFDC dissolves as a Development Council reducing the coordinated effort to engage stakeholders, complete the final stages of land development at the airport, and strategically engage with experts to strengthen the economic development of the region.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Find that an amendment to the Joint Exercise of Powers Agreement is not subject to the California Environmental Quality Act (“CEQA”) under CEQA Guidelines Section 15060(c)(3) because the activity is not a project as defined by Section 15378 of the state CEQA Guidelines.
2. Approve and authorize the Clerk of the Board to execute, upon receipt, the “Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating the Gillespie Field Development Council”.

EQUITY IMPACT STATEMENT

The County of San Diego (County) owns and operates eight airports that provide essential air transportation hubs, emergency response facilities, and serve as regional economic engines. The County pursues delivery of these services in a fair and equitable manner and actively works to remove barriers by providing airport guests with general airport information in the County’s threshold languages, encouraging participation, and providing competitive opportunities for small businesses, businesses that traditionally have less working capital, and business owners and managers who may be socially and economically underserved.

SUSTAINABILITY IMPACT STATEMENT

This request to authorize the “Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego (County) and the City of El Cajon Creating the Gillespie Field Development Council” has regional economic and social sustainability benefits. The base monthly rent from business leases helps support economic and social sustainability by providing services for the region. The revenue that County of San Diego Airports (County Airports) continue to receive from current general and commercial aviation and charter operators will help operate, maintain, and improve the County Airport System consistent with the County sustainability goal of providing just and equitable access to County services and resources in support of sustainable communities.

FISCAL IMPACT

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

If today’s action is not approved, the JPA would expire on June 30, 2025, and may result in the dissolution of the GFDC, which supports the development of Gillespie Field and future economic development and revenue generating activities.

BUSINESS IMPACT STATEMENT

Leases at airports benefit the local business community by creating jobs, increasing economic activity, providing business opportunities, and supporting infrastructure development. Leasing airport property attracts visitors, generates revenue, and helps small businesses grow, thus stimulating the local economy and improving the quality of life for residents. San Diego County Airports connect individuals

to jobs and local communities to the world. Revenue derived from airport leases allows the Department of Public Works to operate and maintain the eight County airports safely, efficiently, and cost-effectively. Today's action of authorizing the "Tenth Amendment to the Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating the Gillespie Field Development Council" promotes self-sufficiency by enhancing the economic viability of the County airport system.

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

**TENTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO AND THE CITY OF EL CAJON CREATING AN AGENCY
TO BE KNOWN AS THE GILLESPIE FIELD DEVELOPMENT COUNCIL**

This Tenth Amendment to the Joint Exercise of Powers Agreement ("Tenth Amendment") is entered into this 7th day of May, 2025 between the County of San Diego, a political subdivision of the State of California ("County"), and the City of El Cajon, a municipal corporation of the State of California ("City")

RECITALS

WHEREAS, County and City entered into that certain Joint Exercise of Powers Agreement Between the County of San Diego and the City of El Cajon Creating an Agency to be Known as the Gillespie Field Development Council on March 17, 1974 ("JPA"); and

WHEREAS, the JPA established a five-member advisory board with two members appointed by the City and three members appointed by the County known as the Gillespie Field Development Council (GFDC) to provide recommendations related to the development of Gillespie Field; and

WHEREAS, the Ninth Amendment to the JPA, among other things, provided that one of the candidates to be nominated to the GFDC by the County may be identified by the City of Santee, but otherwise retained the membership structure of the GFDC; and

WHEREAS, Gillespie Field is a general aviation airport located entirely within the City of El Cajon, but is bordered by the City of Santee to the north and unincorporated County territory to the east; and

WHEREAS, the County and City have approved nine prior amendments to the JPA to extend its term and make other minor changes and now desire to amend the JPA to extend the term of the JPA another 10 years.

TENTH AMENDMENT

NOW THEREFORE, it is mutually agreed between the County and City to amend the Joint Exercise of Powers Agreement Between the County of San Diego and City of El Cajon Creating an Agency to be Known as the Gillespie Field Development Council (County Document No. 485943) (referred to herein as the "Joint Powers Agreement") as follows:

Amend the following portions of Section 2.A. of the JPA: "A. This agreement shall commence March 19, 1974 and shall continue in full force and effect until June 30, 2035 or until such lesser time as the parties hereto should mutually find that the objectives of the Agreement have been substantially achieved."

All other terms and conditions of the JPA as amended to date shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Tenth Amendment to be executed as of the date first written above.

City of El Cajon

County of San Diego

By: _____

By: 

Mayor

Clerk of the Board

Attest:

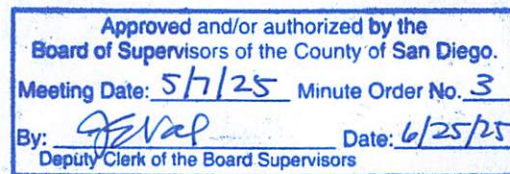
Approved as to Form and Legality

By: _____

By: Thomas L. Bonath

City Clerk of El Cajon

Sr. Deputy County Counsel





COSD CLERK OF THE BOARD
2025 JUN 16 PM 3:25

County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

June 13, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

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

MEMORANDUM OF AGREEMENT (MOA) 9977 BETWEEN THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY (HHSA) BEHAVIORAL HEALTH SERVICES (BHS) AND SOLANO COUNTY BEHAVIORAL HEALTH.

Action Requested:

- Clerk of the Board of Supervisors signature on Memorandum of Agreement (MOA).

Background and Expected Outcome:

- Effective July 1, 2024, Assembly Bill 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home, community treatment facility, children's crisis residential program or short-term residential therapeutic program.
- This new MOA 9977 between HHSA BHS and **Solano County Behavioral Health** establishes an agreement in which the county of original jurisdiction will reimburse for SMHS to the MHP in the county of residence where the foster child is placed within 30 days of notice in accordance with AB 1051. The MHP in the county of residence will ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification. The MHP in the county of original jurisdiction will reimburse Medi-Cal eligible specialty mental health services to the county of residence with the portion not covered by Medi-Cal drawdown where the foster child or youth is placed in a group home, community treatment facility, children's crisis residential program or short-term therapeutic treatment program.
- This MOA will be effective upon both parties signing and shall continue until the MOA is terminated with or without cause, by either MHP, upon providing at least 30 calendar days advance notice.

Should you have any questions or concerns, please contact Erin Murphy by phone at (619) 508-3643 or email Erin.Murphy@sdcounty.ca.gov.

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

KG:em
Attachments

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

| | | | | | |
|-----------------------------|--|-------------|----------------------------|---------|------------|
| Date: | 2/20/2025 | Department: | Behavioral Health Services | | |
| Contract Begin Date: | 07/01/2024 | End Date: | 06/30/2029 | Grant: | No |
| *Oracle Award #: | 506138 | Org #: | 45290 | Amount: | 250,000.00 |
| Contact Person: | Erin Murphy | | Phone #: (619)508-3643 | | |
| Contracting Agency/Grantor: | Solano County Behavioral Health | | | | |
| Description: | AB 1051 PT MOA between County of San Diego and Solano County Behavioral Health | | | | |

☒ 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: **Nadia Privara**

Digitally signed by Nadia Privara
Date: 2025.05.16 08:36:52 -0700

Date:

Approved By:

Group Finance Director: 

Date: 6/10/25

County Counsel: 

Date: 03/11/2025

Chief Administrative Officer: 

Date: 06/16/25

Office of Financial Planning: 

Date: 6/16/2025

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

Attachments:

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

| | |
|--|---|
| OFP USE ONLY | |
| Init: TK | OFP#: 25-99 |



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (SD County) by and through its Health and Human Services Agency (HHSA) Behavioral Health Services (BHS) and the **Solano County Behavioral Health**. The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, San Diego, HHSA, BHS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, **Solano County Behavioral Health** provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home (GH), community treatment facility (CTF), children's crisis residential program (CCRP) or short-term residential therapeutic program (STRTP).

WHEREAS, when the presumptive transfer of Medi-Cal does not apply to a youth, the responsibility to arrange and pay for SMHS will remain with the MHP in the county of original jurisdiction and the out-of-county placements or admissions should not disrupt continuity of care or adversely impact timely payment.

WHEREAS, the parties receive funds for the provision of certain Title 9 diagnostic brief treatment Specialty Mental Health Services including Assessment, Plan Development, Therapy (Individual, Group, Family), Rehabilitation Services including Intensive Home Based Services (IHBS), and Therapeutic Behavioral Services (TBS), Targeted Case Management including Intensive Care Coordination (ICC), Medication Support Services, Crisis Intervention, Day Rehabilitation, and Day Treatment Intensive services to their respective clients.

WHEREAS, the parties desire to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction (county in which the child/youth was removed from the care of their parent) will reimburse for SMHS to the MHP in the county of residence (county in which the child/youth resides) where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP, within 30 days of notice in accordance with AB 1051 and Welfare and Institutions Code Section 14717.25(c)(2)

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:



1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

| County of San Diego, HHSA-BHS | County of Solano |
|---|--|
| Charity White-Voth, LCSW, Deputy Director, Programs and Services (619) 701-5067 Charity.White-Voth@sdcounty.ca.gov | Jennifer Mullane, MS, LPCC Chief Deputy Behavioral Health (707) 784-8320 JMullane@SolanoCounty.gov |
| Erin Murphy, LMFT, Behavioral Health Program Coordinator (619) 508-3643 Erin.Murphy@sdcounty.ca.gov | Leticia De La Cruz Salas, LCSW Behavioral Health Services Administrator (707) 784-8439 ldelacruz-salas@solanocounty.gov |

2. **Parties' Responsibilities:**

2.1. **MHP in the County of Original Jurisdiction will:**

- 2.1.1. Reimburse the MHP in the county of residence for any expense incurred for the provision of SMHS related to the Medi-Cal eligible foster child or youth under 21 years of age.
- 2.1.2. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the county of residence's GH, CTF, CCRP or STRTP.
- 2.1.3. Authorize the frequency and duration of the SMHS and work with the MHP in the county of residence to reassess the foster child or youth's need for service at the end of the authorization period.

2.2. **MHP in the County of Residence will:**

- 2.2.1. Initiate the introduction between MHP in the county of original jurisdiction with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.2. Notify the county of original jurisdiction within three days of placement.
- 2.2.3. Immediately notify the MHP in the county of original jurisdiction of any change of status with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.4. Provide the MHP in the county of original jurisdiction copies of the client chart, including documentation from the GH, CTF, CCRP or STRTP provider.
- 2.2.5. Provide a summary of services, including mode and service function codes, number of units, and cost.
- 2.2.6. Invoice the MHP in the county of original jurisdiction for all Medi-Cal eligible services for SMHS reimbursement in accordance with Section 2.5 – Invoicing and Payment.
- 2.2.7. Coordinate SMHS with GH, CTF, CCRP or STRTP provider as follows:
 - 2.2.7.1. Direct provider to communicate with liaison for the MHP in the county of original jurisdiction to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.



- 2.2.7.2. Ensure the provider has the proper treatment authorization from the MHP in the county of original jurisdiction.
- 2.2.7.3. Inform the provider that any information related to the client be conveyed directly to the MHP in the county of original jurisdiction.
- 2.2.7.4. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.
- 2.2.7.5. Ensure the provider's progress notes describe how services provided reduced the impairment(s), restored functioning, or prevented significant deterioration in an important area of life functioning as outlined in the approved client plan. Each note must describe the interventions applied, the client's response, the location and the date of the encounter, the total time taken to provide services, and the signature and degree or license of the SMHS provider and date.
- 2.2.7.6. Ensure the provider cooperates in the transfer of the client to the MHP in the county of original jurisdiction for any continued services after the completion of authorized treatment plan.

2.3. Parties Joint Responsibilities:

- 2.3.1. MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

2.4. Reimbursement:

- 2.4.1. MHP in the county of original jurisdiction will reimburse Medi-Cal eligible SMHS to the MHP in the county of residence at the DHCS SMHS Rate of the county of residence where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP.
- 2.4.2. MHP in the county of residence shall bill directly to DHCS for Medi-Cal billable services and receive and retain the federal funding share (Federal Financial Participation) payment from DHCS. MHP in county of original jurisdiction will reimburse the MHP in the county of residence the local match requirement based on the contracted rate as indicated on 835 files.
- 2.4.2.1. **See link for DHCS rates for all Counties:**

<https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx>

2.5. Invoicing and Payment:

- 2.5.1. MHP in the county of residence shall invoice the MHP in the county of original jurisdiction on a quarterly basis.
- 2.5.2. The invoice must include sufficient details and documentations for verification, including CPT or HCPCS codes, provider types, service modalities, billable units, rates, total amounts, FFP and local match information.
- 2.5.3. Invoice shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and /or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.



2.5.4. MHP in the county of residence shall be entitled to payment only upon County of original jurisdiction approval of a correct and substantiated invoice, Payment terms are, unless otherwise specified by MHP in the county of original jurisdiction, thirty (30) days from the: (i) County receipt of a correct and substantiated invoice, and (ii) County receipt all substantiating information.

3. Indemnity:

- 3.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
- 3.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties 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 3.3 below.
- 3.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 3.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.
4. **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.
5. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** Each party certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other party, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its



employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:**
 - 14.1. **Recitals.** This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, **as applicable:**
 - 14.1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
 - 14.1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website [Article 14 \(sandiegocounty.gov\)](https://www.sandiegocounty.gov) including:



- 14.1.2.1. For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
- 14.1.2.2. For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.3. For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
- 14.1.2.4. For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
- 14.1.2.5. For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
- 14.1.2.6. For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
- 14.1.3. Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2. **Definitions.** Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
 - 14.2.1. "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2. "Business Associate," when applicable, shall mean the Contractor.
 - 14.2.3. "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4. "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5. "Covered Entity," when applicable, shall mean the County.
 - 14.2.6. "Security incident" shall have the same meaning as defined by the State Agreements.
- 14.3. **Responsibilities of Contractor.**
 - 14.3.1. **Use and Disclosure of County PHI/PI/PII.** Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 14.3.2. **Safeguards.** Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
 - 14.3.3. **Mitigation.** Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.



- 14.3.4. Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5. Cooperation with County.
- 14.3.5.1. Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
- 14.3.5.2. Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6. Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
- 14.3.6.1. Initial Report.
- 14.3.6.1.1. Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2. Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3. Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2. Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3. Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7. Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8. Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.



15. **Notices:** All notices or demands required or permitted to be given or made under this MOA shall be in writing and delivered via electronic mail addressed to the authorized administrative representatives for the parties as identified in Paragraph 1 (Administration of Agreement).
16. **Conflict Resolution:** Any disputes between the MHPs, regarding the performance of services reflected in this MOA will be brought to the attention of San Diego HHSA BHS or designee, and the Director of **Solano County Behavioral Health** or designee. It shall be resolved by the mutual agreement between the Director of San Diego HHSA BHS, or designee, and the Director of **Solano County Behavioral Health** or designee, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this MOA, per the terms in Paragraph 18 (Termination).
- MHP in the county of original jurisdiction is responsible for paying for SMHS only. The placing agency of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to placement. The MHP of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to finalizing the payment agreement. If the SMHS provider in the county of residence deems that the client is not Medi-Cal eligible at the point of, or immediately following, the delivery of SMHS, the provider must notify the placing agency in the county of original jurisdiction and the MHP in the county of original jurisdiction for resolution prior to submitting the invoice for reimbursement.
17. **Term:** This agreement shall become effective on the date all parties have signed this agreement and be in force until 6/30/29 in accordance with the terms of this MOA.
18. **Termination:** This MOA may be terminated with or without cause, by either MHP, upon providing at least 30 calendar days' advance written notice to the other MHP. Any written notice of termination shall state the future date that the termination shall become effective.
19. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on its website dedicated to the vision: <http://www.LiveWellSD.org>
20. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:
- Understanding trauma and its impact to individuals.



- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.


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COUNTY OF SAN DIEGO
Health and Human Services Agency

County of San Diego

Dated: 6/23/2025

By: 
ANDREW POTTER
Clerk of The Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL

County of Solano

Dated: 5/5/25

By: 
Leticia De La Cruz Salas, LCSW
Behavioral Health Services Administrator

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 6/17/25
Deputy Clerk of the Board Supervisors

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

| | | | |
|-----------------------------|--|-------------|----------------------------|
| Date: | 06/16/2025 | Department: | Behavioral Health Services |
| Contract Begin Date: | 07/01/2025 | End Date: | 06/30/2026 |
| | | Grant: | No |
| *Oracle Award #: | 506138 | Org #: | 45290 |
| | | Amount: | 199,999.00 |
| Contact Person: | Erin Murphy | Phone #: | (619)508-3643 |
| Contracting Agency/Grantor: | Stanislaus County Behavioral Health and Recovery Services | | |
| Description: | AB 1051 PT MOA between County of San Diego and Stanislaus County Behavioral Health and Recovery 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: **Nadia Privara** Digitally signed by Nadia Privara
Date: 2025.06.17 09:58:55 -07'00'

Date:

Approved By:

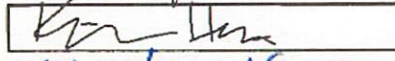
Group Finance Director:



Date:

6/24/25

County Counsel:



Date:

6/16/25

Chief Administrative Officer:



Date:

06/25/25

Office of Financial Planning:



Date:

6/25/2025

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

Attachments:

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

| | |
|-----------------|---------------------|
| OFP USE ONLY | |
| Init: TK | OFP#: 25-102 |



County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

July 1, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

MEMORANDUM OF AGREEMENT (MOA) 9994 BETWEEN THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY (HHSA) BEHAVIORAL HEALTH SERVICES (BHS) AND STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES

- **Action Requested:**

Clerk of the Board of Supervisors signature on Memorandum of Agreement (MOA).

- **Background and Expected Outcome:**

Effective July 1, 2024, Assembly Bill 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home, community treatment facility, children's crisis residential program or short-term residential therapeutic program.

This new MOA between HHSA BHS and Stanislaus County Behavioral Health and Recovery Services establishes an agreement in which the county of original jurisdiction will reimburse for SMHS to the MHP in the county of residence where the foster child is placed within 30 days of notice in accordance with AB 1051. The MHP in the county of residence will ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification. The MHP in the county of original jurisdiction will reimburse Medi-Cal eligible specialty mental health services to the county of residence with the portion not covered by Medi-Cal drawdown where the foster child or youth is placed in a group home, community treatment facility, children's crisis residential program or short-term therapeutic treatment program.

This MOA will be effective upon both parties signing and shall continue until the MOA is terminated with or without cause, by either MHP, upon providing at least 30 calendar days advance notice.

Should you have any questions or concerns, please contact Erin Murphy by phone at (619) 508-3643 or email at Erin.Murphy@sdcounty.ca.gov.

Sincerely,

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



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Behavioral Health Services (BHS), and Stanislaus County Behavioral Health and Recovery Services (BHRS). The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, San Diego, HHSA, BHS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP. placement related services to its clients.

WHEREAS, Stanislaus County BHRS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home (GH), community treatment facility (CTF), children's crisis residential program (CCRP) or short-term residential therapeutic program (STRTP).

WHEREAS, when the presumptive transfer of Medi-Cal does not apply to a youth, the responsibility to arrange and pay for SMHS will remain with the MHP in the county of original jurisdiction and the out-of-county placements or admissions should not disrupt continuity of care or adversely impact timely payment.

WHEREAS, the parties receive funds for the provision of certain Title 9 diagnostic brief treatment Specialty Mental Health Services including Assessment, Plan Development, Therapy (Individual, Group, Family), Rehabilitation Services including Intensive Home Based Services (IHBS), and Therapeutic Behavioral Services (TBS), Targeted Case Management including Intensive Care Coordination (ICC), Medication Support Services, Day Treatment Intensive, Day Rehabilitation, services to their respective clients.

WHEREAS, the parties desire to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction (county in which the child/youth was removed from the care of their parent) will reimburse for SMHS to the MHP in the county of residence (county in which the child/youth resides) where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP, within 30 days of notice in accordance with AB 1051 and [Welfare and Institutions Code Section 14717.25\(c\)\(2\)](#)

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:



1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

| | |
|---|--|
| <p>County of San Diego HHSA-BHS</p> <p>Charity White-Voth, LCSW, Deputy Director Programs and Services Behavioral Health Services County of San Diego HHSA (619) 701-5067 Charity.White-Voth@sdcounty.ca.gov</p> <p>Erin Murphy, LMFT, Behavioral Health Program Coordinator (619) 508-3643 Erin.Murphy@sdcounty.ca.gov</p> | <p>Stanislaus County Behavioral Health and Recovery Services</p> <p>Kim Saing, LMFT Chief of Children and Transitional Age Youth System of Care (209) 552-1803 ksaing@stanbhhs.org</p> |
|---|--|

2. **Parties' Responsibilities:**

- 2.1. **MHP in the County of Original Jurisdiction will:**

- 2.1.1. Reimburse the MHP in the county of residence for any expense incurred for the provision of SMHS related to the Medi-Cal eligible foster child or youth under 21 years of age.
- 2.1.2. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the county of residence's GH, CTF, CCRP or STRTP.
- 2.1.3. Authorize the frequency and duration of the SMHS and work with the MHP in the county of residence to reassess the foster child or youth's need for service at the end of the authorization period.

- 2.2. **MHP in the County of Residence will:**

- 2.2.1. Initiate the introduction between MHP in the county of original jurisdiction with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.2. Notify the county of original jurisdiction within three days of placement.
- 2.2.3. Immediately notify the MHP in the county of original jurisdiction of any change of status with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.4. Provide the MHP in the county of original jurisdiction copies of the client chart, including documentation from the GH, CTF, CCRP or STRTP provider.
- 2.2.5. Provide a summary of services, including mode and service function codes, number of units, and cost.
- 2.2.6. Invoice the MHP in the county of original jurisdiction for all Medi-Cal eligible services for SMHS reimbursement in accordance with Section VIII – Invoicing and Payment.
- 2.2.7. Coordinate SMHS with GT, CTF, CCRP or STRTP provider as follows:



- 2.2.8. Direct provider to communicate with liaison for the MHP in the county of original jurisdiction to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.
- 2.2.9. Ensure the provider has the proper treatment authorization from the MHP in the county of original jurisdiction.
- 2.2.10. Inform the provider that any information related to the client be conveyed directly to the MHP in the county of original jurisdiction.
- 2.2.11. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.
- 2.2.12. Ensure the provider's progress notes describe how services provided reduced the impairment(s), restored functioning, or prevented significant deterioration in an important area of life functioning as outlined in the approved client plan. Each note must describe the interventions applied, the client's response, the location and the date of the encounter, the total time taken to provide services, and the signature and degree or license of the SMHS provider and date.
- 2.2.13. Ensure the provider cooperates in the transfer of the client to the MHP in the county of original jurisdiction for any continued services after the completion of authorized treatment plan.

2.3. Parties Joint Responsibilities:

- 2.3.1. MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

2.4. Reimbursement:

- 2.4.1. MHP in the county of original jurisdiction will reimburse Medi-Cal eligible SMHS to the county of residence at the DHCS SMHS Rate of the county of residence where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP.
- 2.4.2. MHP in the county of residence shall bill directly to DHCS for Medi-Cal billable services and receive and retain the federal funding share (Federal Financial Participation) payment from DHCS. MHP in county of original jurisdiction will reimburse the MHP in the county of residence the local match requirement based on the contracted rate as indicated on 835 files.

See link for DHCS rates for all Counties:

<https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx>

2.5. Invoicing and Payment:

- 2.5.1. MHP in the county of residence shall invoice the MHP in the county of original jurisdiction on a quarterly basis.
- 2.5.2. The invoice must include sufficient details and documentations for verification, including CPT or HCPCS codes, provider types, service modalities, billable units, rates, total amounts, FFP and local match information.
- 2.5.3. Contractor invoice shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and /or performed



specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

2.5.4. MHP in the county of residence shall be entitled to payment only upon County of original jurisdiction approval of a correct and substantiated invoice, Payment terms are, unless otherwise specified by MHP in the county of original jurisdiction, thirty (30) days from the: (i) County receipt of a correct and substantiated invoice, and (ii) County receipt all substantiating information.

2.6. **Contract Maximum:** The contract maximum for this Agreement shall not exceed \$199,999 annually under the rate terms for the authorized period.

3. **Indemnity:**

3.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

3.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties 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 3.3 below.

3.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 3.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

4. **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.

5. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, state, county, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall



further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

6. **Permits and Licenses:** Each party certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other party, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third-Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:**
 - 14.1. Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, **as applicable**:
 - 14.1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act,



Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA,"

14.1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website, [Article 14 \(sandiegocounty.gov\)](https://www.sandiegocounty.gov) including:

14.1.2.1. For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;

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14.1.2.4. For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;

14.1.2.5. For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and

14.1.2.6. For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.

14.1.3. Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2. Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1. "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

14.2.2. "Business Associate," when applicable, shall mean the Contractor.

14.2.3. "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.

14.2.4. "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.

14.2.5. "Covered Entity," when applicable, shall mean the County.

14.2.6. "Security incident" shall have the same meaning as defined by the State Agreements.

14.3. Responsibilities of Contractor.

14.3.1. Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.



- 14.3.2. Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3. Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4. Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
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 - 14.3.5.1. Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2. Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6. Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1. Initial Report.
 - 14.3.6.1.1. Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
 - 14.3.6.1.2. Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
 - 14.3.6.1.3. Contractor shall additionally submit an online County "Privacy Incident Report" through the [online portal](#) within one (1) business day for all breaches and suspected security incidents.
 - 14.3.6.2. Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
 - 14.3.6.3. Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7. Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8. Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties



mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

15. **Notices:** All notices or demands required or permitted to be given or made under this MOA shall be in writing and delivered via electronic mail addressed to the authorized administrative representatives for the parties as identified in Paragraph 1 (Administration of Agreement).

16. **Conflict Resolution:**

16.1. Any disputes between the MHPs, regarding the performance of services reflected in this MOA will be brought to the attention of San Diego HHSA BHS or designee, and the Director of SJCBS or designee. It shall be resolved by the mutual agreement between the Director of San Diego HHSA BHS, or designee, and the Director of Stanislaus County BHS or designee, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this MOA, per the terms in Paragraph 18 (Termination).

16.2. MHP in the county of original jurisdiction is responsible for paying for SMHS only. The placing agency of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to placement. The MHP of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to finalizing the payment agreement. If the SMHS provider in the county of residence deems that the client is not Medi-Cal eligible at the point of, or immediately following, the delivery of SMHS, the provider must notify the placing agency in the county of original jurisdiction and the MHP in the county of original jurisdiction for resolution prior to submitting the invoice for reimbursement.

17. **Term:** This agreement shall become effective on the date all parties have signed this agreement and be in force until 6/30/26.

18. **Termination:** This MOA may be terminated with or without cause, by either MHP, upon providing at least 30 calendar days' advance written notice to the other MHP. Any written notice of termination shall state the future date that the termination shall become effective.


19. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on its website dedicated to the vision: <http://www.LiveWellSD.org>


20. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff,



County of San Diego

Dated: 6/26/25

By: 
ANDREW POTTER
Clerk of the Board of Supervisors

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 06/26/2025
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL


Stanislaus County

Dated: 5/19/2025

By: Brad Diemer (on behalf of)
ANDREW JOHNSON
GSA Director/Purchasing Agent

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

Dated: _____

By: 
Ruben Imperial (May 4, 2025 16:43 PDT)
RUBEN IMPERIAL, MBA
Behavioral Health Director

APPROVED AS TO FORM:

Dated: _____

By: 
Marc Hartley (May 1, 2025 12:24 PDT)
MARC HARTLEY
Chief Deputy County Counsel



clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

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COSD CLERK OF THE BOARD
2025 JUN 11 PM4:19

County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

June 13, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE COUNTY OF SAN DIEGO (COUNTY) HEALTH AND HUMAN SERVICES AGENCY (HHSA) BEHAVIORAL HEALTH SERVICES (BHS) AND MARIN COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES (BHRS)

Action Requested: Clerk of the Board of Supervisors signature is requested on the MOA.

Background and Expected Outcome: Effective July 1, 2024, Assembly Bill 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home, community treatment facility, children's crisis residential program or short-term residential therapeutic program.

This new MOA between HHSA BHS and Marin County BHRS establishes an agreement in which the county of original jurisdiction will reimburse for SMHS to the MHP in the county of residence where the foster child is placed within 30 days of notice in accordance with AB 1051. The MHP in the county of residence will ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification. The MHP in the county of original jurisdiction will reimburse Medi-Cal eligible specialty mental health services to the county of residence with the portion not covered by Medi-Cal drawdown where the foster child or youth is placed in a group home, community treatment facility, children's crisis residential program or short-term therapeutic treatment program. This MOA will be effective upon both parties signing and shall continue until the MOA is terminated with or without cause, by either MHP, upon providing at least 30 calendar days advance notice.

Should you have any questions or concerns, please contact Erin Murphy by email Erin.Murphy@sdcounty.ca.gov or phone at (619) 508-3643.


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

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

| | | | |
|-----------------------------|---|-------------|----------------------------|
| Date: | 03/04/2025 | Department: | Behavioral Health Services |
| Contract Begin Date: | 07/01/2024 | End Date: | 06/30/2029 |
| | | Grant: | No |
| *Oracle Award #: | 506138 | Org #: | 45290 |
| | | Amount: | 250,000.00 |
| Contact Person: | Erin Murphy | Phone #: | (619)508-3643 |
| Contracting Agency/Grantor: | Marin County Behavioral Health and Recovery Services | | |
| Description: | AB 1051 PT MOA between County of San Diego and Marin County Behavioral Health and Recovery 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: **Nadia Privara** Digitally signed by Nadia Privara
Date: 2025.05.15 13:39:20 -07'00'

Date:

Approved By:

Group Finance Director: 

Date: 6/9/25

County Counsel: 

Date: 03/06/2025

Chief Administrative Officer: 

Date: 06/09/25

Office of Financial Planning: 

Date: 6/11/2025

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

Attachments:

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

| | |
|--|---|
| OFP USE ONLY | |
| Init: TK | OFP#: 25-98 |



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (SD County) by and through its Health and Human Services Agency (HHSA) Behavioral Health Services (BHS) and **Marin County Behavioral Health and Recovery Services (BHRS)**. The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, San Diego, HHSA, BHS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, **Marin County Behavioral Health and Recovery Services (BHRS)** provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home (GH), community treatment facility (CTF), children's crisis residential program (CCRP) or short-term residential therapeutic program (ST RTP).

WHEREAS, when the presumptive transfer of Medi-Cal does not apply to a youth, the responsibility to arrange and pay for SMHS will remain with the MHP in the county of original jurisdiction and the out-of-county placements or admissions should not disrupt continuity of care or adversely impact timely payment.

WHEREAS, the parties receive funds for the provision of certain Title 9 diagnostic brief treatment Specialty Mental Health Services including Assessment, Plan Development, Therapy (Individual, Group, Family), Rehabilitation Services including Intensive Home Based Services (IHBS), and Therapeutic Behavioral Services (TBS), Targeted Case Management including Intensive Care Coordination (ICC), Medication Support Services, Crisis Intervention, Day Rehabilitation, and Day Treatment Intensive services to their respective clients.

WHEREAS, the parties desire to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction (county in which the child/youth was removed from the care of their parent) will reimburse for SMHS to the MHP in the county of residence (county in which the child/youth resides) where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP, within 30 days of notice in accordance with AB 1051 and [Welfare and Institutions Code Section 14717.25\(c\)\(2\)](#)



THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

| | |
|--|---|
| <p>County of San Diego, HHSA-BHS</p> <p>Charity White-Voth, LCSW, Deputy Director, Programs and Services (619) 701-5067 Charity.White-Voth@sdcounty.ca.gov</p> <p>Erin Murphy, LMFT, Behavioral Health Program Coordinator (619) 508-3643 Erin.Murphy@sdcounty.ca.gov</p> | <p>Marin County Behavioral Health and Recovery Services (BHRS).</p> <p>Contact Information</p> <p>Todd Schirmer, BHRS Director (415) 473-7637 todd.schirmer@marincounty.gov</p> <p>Matt Carter, BHRS Division Director (415) 473-7125 matt.carter@marincounty.gov</p> |
|--|---|

2. **Parties' Responsibilities:**

2.1. **MHP in the County of Original Jurisdiction will:**

- 2.1.1. Reimburse the MHP in the county of residence for any expense incurred for the provision of SMHS related to the Medi-Cal eligible foster child or youth under 21 years of age.
- 2.1.2. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the county of residence's GH, CTF, CCRP or STRTP.
- 2.1.3. Authorize the frequency and duration of the SMHS and work with the MHP in the county of residence to reassess the foster child or youth's need for service at the end of the authorization period.

2.2. **MHP in the County of Residence will:**

- 2.2.1. Initiate the introduction between MHP in the county of original jurisdiction with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.2. Notify the county of original jurisdiction within three days of placement.
- 2.2.3. Immediately notify the MHP in the county of original jurisdiction of any change of status with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.4. Provide the MHP in the county of original jurisdiction copies of the client chart, including documentation from the GH, CTF, CCRP or STRTP provider.
- 2.2.5. Provide a summary of services, including mode and service function codes, number of units, and cost.



- 2.2.6. Invoice the MHP in the county of original jurisdiction for all Medi-Cal eligible services for SMHS reimbursement in accordance with Section 2.5 – Invoicing and Payment.
- 2.2.7. Coordinate SMHS with GT, CTF, CCRP or STRTP provider as follows:
 - 2.2.7.1. Direct provider to communicate with liaison for the MHP in the county of original jurisdiction to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.
 - 2.2.7.2. Ensure the provider has the proper treatment authorization from the MHP in the county of original jurisdiction.
 - 2.2.7.3. Inform the provider that any information related to the client be conveyed directly to the MHP in the county of original jurisdiction.
 - 2.2.7.4. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.
 - 2.2.7.5. Ensure the provider's progress notes describe how services provided reduced the impairment(s), restored functioning, or prevented significant deterioration in an important area of life functioning as outlined in the approved client plan. Each note must describe the interventions applied, the client's response, the location and the date of the encounter, the total time taken to provide services, and the signature and degree or license of the SMHS provider and date.
 - 2.2.7.6. Ensure the provider cooperates in the transfer of the client to the MHP in the county of original jurisdiction for any continued services after the completion of authorized treatment plan.

2.3. Parties Joint Responsibilities:

- 2.3.1. MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

2.4. Reimbursement:

- 2.4.1. MHP in the county of original jurisdiction will reimburse Medi-Cal eligible SMHS to the county of residence at the DHCS SMHS Rate of the county of residence where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP.
- 2.4.2. MHP in the county of residence shall bill directly to DHCS for Medi-Cal billable services and receive and retain the federal funding share (Federal Financial Participation) payment from DHCS. MHP in county of original jurisdiction will reimburse the MHP in the county of residence the local match requirement based on the contracted rate as indicated on 835 files.

2.4.2.1. See link for DHCS rates for all Counties:

<https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx>

2.5. Invoicing and Payment:

- 2.5.1. MHP in the county of residence shall invoice the MHP in the county of original jurisdiction on the 30th day of the month for services provided in the previous month.



2.5.2. The invoice must include sufficient details and documentations for verification, including CPT or HCPCS codes, provider types, service modalities, billable units, rates, total amounts, FFP and local match information.

2.5.3. The invoice shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and /or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

2.5.4. MHP in the county of residence shall be entitled to payment only upon County of original jurisdiction approval of a correct and substantiated invoice, Payment terms are, unless otherwise specified by MHP in the county of original jurisdiction, thirty (30) days from the: (i) County receipt of a correct and substantiated invoice, and (ii) County receipt all substantiating information.

3. Indemnity:

3.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

3.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties 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 3.3 below.

3.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 3.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

4. **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.



5. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** Each party certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other party, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:**
 - 14.1. **Recitals.** This Article is intended to protect the privacy and security of County information that County of Marin BHRS (hereinafter, "Contractor") may create, receive, access,



store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, **as applicable**:

14.1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"

14.1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website [Article 14 \(sandiegocounty.gov\)](https://www.sandiegocounty.gov) including:

14.1.2.1. For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;

14.1.2.2. For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;

14.1.2.3. For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;

14.1.2.4. For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;

14.1.2.5. For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and

14.1.2.6. For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.

14.1.3. Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2. Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1. "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

14.2.2. "Business Associate," when applicable, shall mean the Contractor.

14.2.3. "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.

14.2.4. "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.

14.2.5. "Covered Entity," when applicable, shall mean the County.

14.2.6. "Security incident" shall have the same meaning as defined by the State Agreements.

14.3. Responsibilities of Contractor.



- 14.3.1. Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2. Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3. Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4. Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5. Cooperation with County.
 - 14.3.5.1. Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2. Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6. Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1. Initial Report.
 - 14.1.1.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHS-A Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
 - 14.1.1.1.2 Contractor shall email COR and HHS-A Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
 - 14.1.1.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the [online portal](#) within one (1) business day for all breaches and suspected security incidents.
 - 14.3.6.2. Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
 - 14.3.6.3. Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.



- 14.3.7. **Designation of Individuals.** Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8. **Termination.** Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.
15. **Notices:** All notices or demands required or permitted to be given or made under this MOA shall be in writing and delivered via electronic mail addressed to the authorized administrative representatives for the parties as identified in Paragraph 1 (Administration of Agreement).
16. **Conflict Resolution:** Any disputes between the MHPs, regarding the performance of services reflected in this MOA will be brought to the attention of San Diego HHSA BHS or designee, and the Director of **Marin County Behavioral Health and Recovery Services (BHRS)** or designee. It shall be resolved by the mutual agreement between the Director of San Diego HHSA BHS, or designee, and the Director of **Marin County Behavioral Health and Recovery Services (BHRS)** or designee, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this MOA, per the terms in Paragraph 18 (Termination).
- MHP in the county of original jurisdiction is responsible for paying for SMHS only. The placing agency of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to placement. The MHP of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to finalizing the payment agreement. If the SMHS provider in the county of residence deems that the client is not Medi-Cal eligible at the point of, or immediately following, the delivery of SMHS, the provider must notify the placing agency in the county of original jurisdiction and the MHP in the county of original jurisdiction for resolution prior to submitting the invoice for reimbursement.
17. **Term:** This agreement shall become effective on the date all parties have signed this agreement and be in force until 6/30/29 in accordance with the terms of this MOA.
18. **Termination:** This MOA may be terminated with or without cause, by either MHP, upon providing at least 30 calendar days' advance written notice to the other MHP. Any written notice of termination shall state the future date that the termination shall become effective.
19. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a



region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on its website dedicated to the vision:
<http://www.LiveWellSD.org>

20. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

Remainder of this page is intentionally left blank.

County of San Diego

Dated: 6/11/25

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY Katherine Hart

SENIOR DEPUTY COUNTY COUNSEL

By: Andrew Potter

ANDREW POTTER

Clerk of The Board of Supervisors

Marin County Behavioral Health and Recovery Services (BHRS).

Dated: 1.28.25

By: Mary Sackett

Mary Sackett, President, Board of Directors



COSD CLERK OF THE BOARD
2025 JUN 18 PM1:41

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

June 10, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

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

**REVENUE CONTRACT BETWEEN THE STEELE CANYON HIGH SCHOOL 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 Steele Canyon High School and the County of San Diego, Sheriff's Office, for the School Resource Officer (SRO) Program from July 1, 2025 through June 30, 2026.

The value of this contract will not exceed \$234,052.30. The exact amount will be determined by the amount of cost for actual usage.

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

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

If you have any questions regarding this request, please contact Rina Molina at (858) 289-9905.



Andrew Strong
Deputy Chief Administrative Officer



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

June 10, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

**REVENUE CONTRACT BETWEEN THE STEELE CANYON HIGH SCHOOL 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 Steele Canyon High School to provide law enforcement services for the School Resource Officer (SRO) Program, from July 1, 2025 through June 30, 2026.

The value of this contract will not exceed \$234,052.30. 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 Community Strategic Initiative of the County of San Diego's 2025-30 Strategic Plan by supporting the safety of all communities, including the protection from crime and the availability of emergency response through directly providing law enforcement services to the Steele Canyon High School which helps to ensure a safer environment on school campus for students, staff, and the surrounding communities.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink, appearing to read "Dane Gapuz", is written over a horizontal line.

Dane Gapuz, Manager
Sheriff's Contracts Division

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

Date: 6/10/25 Department: SHERIFF

Contract Begin Date: 7/1/25 End Date: 6/30/26 Grant: NO

*Oracle Award #: 508282 Org #: 39753 Amount: \$ 234,052.30

Contact Person: Rina Molina Phone #: (858) 289-9905

Contracting Agency/Grantor: Steele Canyon High School

Description: Law Enforcement Security Services for School Resource Officer (SRO) Program

- ☒ 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: [Signature] Date: 6/10/2025

Approved By:

Group Finance Director: [Signature] Date: 6/12/25

County Counsel: [Signature] Date: 6/17/25

Chief Administrative Officer: [Signature] Date: 6/12/25

Office of Financial Planning: [Signature] Date: 6/18/25

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

Attachments:

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

| | |
|-----------------|---------------------|
| OFP USE ONLY | |
| Init: <u>TR</u> | OFP#: <u>25-100</u> |









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

| | | |
|----------------------|---|------------------------|
| From: Rina Molina | Bureau/Division, or Section: MSB - Contracts | Date: June 10, 2025 |
|----------------------|---|------------------------|

Subject:

School Resource Officer (SRO) Program - Steele Canyon High School, from July 1, 2025 through June 30, 2026 - \$234,052.30.

| To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW) | 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"/> | <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, Asst. Group Finance Director, Public  | <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 Admin. Officer, Public  | <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. 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"/> |
| 5. Toroshinia Kennedy, Office of Financial Planning  | <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"/> | <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"/> |
| 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 a copy and return two (2) copies of the agreement to Rina Molina, Contracts Division, Mail Stop: O41, Rina.Molina2@sdssheriff.gov.

Thank you.

**AGREEMENT BETWEEN
COUNTY OF SAN DIEGO
AND
STEELE CANYON HIGH SCHOOL
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES AND EDUCATIONAL
ASSISTANCE THROUGH PROVISION OF
SCHOOL RESOURCE OFFICER**

The Parties to this AGREEMENT are the COUNTY OF SAN DIEGO ("COUNTY") and STEELE CANYON HIGH SCHOOL ("DISTRICT").

RECITALS

- R1.** The parties to this Agreement are empowered by law to provide for education, safety, security, and order on or near school properties.
- R2.** The DISTRICT is desirous of an Agreement with the COUNTY for law enforcement services and educational assistance in providing proactive enforcement of the Education Code through education and counseling to parents, students, and teachers.
- R3.** The County is agreeable to rendering necessary law enforcement assistance through the San Diego County Sheriff's Department ("SHERIFF") in excess of the basic level of services customarily provided by the SHERIFF for the public purpose of preserving public safety.
- R4.** California Government Code section 26227 and Education Code section 35160 contemplate and authorize agreement and implementation of this contractual school resource officer program.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to set forth the terms of service whereby the Sheriff will provide supplemental law enforcement and proactive enforcement of the Education Code in excess of basic level of services customarily provided by the COUNTY through the SHERIFF.

1.2 The COUNTY, through the SHERIFF, shall provide the DISTRICT supplementary law enforcement services for the DISTRICT, including necessary personnel, and equipment, according to a plan for law enforcement services developed, and approved by the SHERIFF or her authorized representative(s) based on the DISTRICT's request for supplemental law enforcement services.

2. SCOPE OF SERVICE

2.1 Services provided pursuant to this Agreement ("Services") shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the SHERIFF under the County Charter and statutes of the State of California, and shall not reduce the normal and regular ongoing service that the COUNTY would otherwise provide if the COUNTY did not enter into this Agreement with the DISTRICT for supplemental law enforcement services.

2.2 Notwithstanding any other provision of this Agreement, the SHERIFF may temporarily cancel the providing of services for any activity if she concludes that she has insufficient available personnel to provide the services requested by the DISTRICT and to perform her other duties as required by law. In such cases, the SHERIFF shall provide adequate notice. Service will be restored as soon as practical.

2.3 The hours of work and the duties to be performed by the SHERIFF's deputy under this Agreement are specified in Exhibit A and are incorporated by reference.

2.4 The responsibilities of the DISTRICT under this agreement are specified in Exhibit B and are incorporated by reference.

2.5 The campus(es) to receive services and the hours of those services are specified in Exhibit C and are incorporated by reference.

3. ASSIGNMENT OF PERSONNEL

3.1 The management, direction, supervision and discipline of SHERIFF personnel, the standards of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgment and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to DISTRICT and shall have

complete discretion as to the assignment of all individual SHERIFF's personnel under this Agreement.

3.2 If DISTRICT has specific concerns regarding the actions of any officer, agent or employee who performs under this Agreement, including number of days absent from the site, DISTRICT may address those concerns with the area Captain.

4. ADDITIONAL SERVICES

4.1 SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by DISTRICT provided DISTRICT requests additional services at least seven (7) calendar days in advance. Additional Services not covered under this agreement may include, but are not limited to, services required for special events such as football games, student dances, and other DISTRICT sponsored extra-curricular events.

4.2 Requests for Additional Services shall be made to SHERIFF by DISTRICT through the SHERIFF's area Captain or his or her designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. DISTRICT shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

4.3 SHERIFF shall advise DISTRICT promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise DISTRICT in writing of the estimated costs of the services. Unless DISTRICT disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to DISTRICT and shall be reimbursed for the actual cost of providing the Additional Services subject to Section 8.5. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

4.4 SHERIFF and DISTRICT acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services which might be desired by DISTRICT, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of this agreement.

5. OVERTIME

5.1 In instances where the DISTRICT can reasonably expect a need for any School Resource Officer to work overtime, the DISTRICT shall submit a request in writing, which shall be addressed to the area Captain. The area Captain shall not authorize overtime unless the request was expressly authorized by the DISTRICT.

5.2 DISTRICT and SHERIFF recognize that there will be instances where overtime will be required, but could not reasonably have been anticipated in advance, e.g. the SRO is actively investigating a crime. In these instances, the Captain shall use reasonable discretion to authorize the overtime and DISTRICT shall be billed accordingly.

6. SHIFT ADJUSTMENT

DISTRICT and SHERIFF acknowledge that there will be instances where the DISTRICT may wish to request that the SRO temporarily work different hours from their normal working hours, referred to as a "shift adjustment." For example, DISTRICT may desire the SRO to work from 1200 through 2100 on dates that DISTRICT sponsored events are planned, such as football games. Requesting a shift adjustment in advance eliminates the need for the DISTRICT to pay overtime wages for the SRO to cover the event. However, it is acknowledged that overtime may be incurred if an unforeseen event occurs requiring the SRO to work more than eight (8) hours. DISTRICT shall submit a shift adjustment request in writing to the area Captain not less than fifteen (15) business days in advance of the requested shift change. The area Captain shall review the request and reply to the DISTRICT not more than five (5) business days after the request is received. If DISTRICT does not submit its request within the deadline and wishes to have the SRO cover the event, overtime rates shall be charged.

7. LEVEL OF SERVICE

7.1 By May 1st of each year, DISTRICT shall determine if a change in service level is required by DISTRICT for the following year.

7.2 By May 1st of each year, DISTRICT shall determine whether or not to continue any agreed-to supplemental or special services, increase or decrease in service level.

7.3 DISTRICT shall notify COUNTY through the SHERIFF by May 1st, in writing, or, if made in person or by telephone, be confirmed in writing by the requestor within forty-eight

(48) hours of the request. Requests for changes to service level, supplemental or special services shall be in writing or confirmed in writing may include e-mail correspondence.

7.4 If DISTRICT fails to give Notice of the service level to the SHERIFF by May 1st of each year, the service level will continue at the existing service level for the next Agreement period.

8. AGREEMENT COSTS

8.1 Agreement cost for services provided by SHERIFF shall be listed in Exhibit D with updates to be calculated annually. The SHERIFF will notify the DISTRICT of the estimated costs for the next fiscal year by April 1st.

8.2 Vehicle operating costs shall be based on the most current actual operating costs adjusted for anticipated increases in fleet operational costs projected for the subsequent Agreement period.

8.3 All other costs (excluding salary, benefits and liability costs) shall be based upon SHERIFF's established budgetary standard costs necessary to support a staff person in service and / or other costs identifiable and allocable based on accounting records.

8.4 The full cost of a deputy sheriff including salary and benefits, vehicle costs, radio and Standard County overhead will be determined;

8.4.1 The SHERIFF shall charge the DISTRICT 50% of this cost.

8.5 The cost of an SRO position includes amounts that compensate SHERIFF for all absences due to comp time off, bereavement, family, injury, military, and sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for SRO services during such absences. If, however, there is an individual absence of more than 60 consecutive calendar days, DISTRICT is not required to compensate the SHERIFF from the 61st day until the position is staffed. In the event of a vacancy, DISTRICT is not required to compensate the SHERIFF from the 1st day of a vacancy until the position is filled.

8.6 DISTRICT shall compensate SHERIFF for Additional Services requested and approved by DISTRICT in accordance with Section 4 based upon the actual costs incurred by the SHERIFF to provide those Services.

8.7 All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for each party for the performance of the services stated herein.

9. AGREEMENT ADMINISTRATION

9.1 In the event of dispute between the parties as to the extent of the duties and services to be rendered hereunder, or the extent of service, manner of performance or deployment of such service, the determination thereof made by the SHERIFF or her authorized representative(s) shall be final and conclusive as between the parties hereto.

9.2 The DISTRICT in cooperation with the SHERIFF may request that services be directed to any campus within the DISTRICT where it is most needed; however, final deployment of staff shall be made by the SHERIFF or her representative(s).

9.3 Except as provide for in Exhibit B, the COUNTY shall furnish and supply all necessary labor, supervision, equipment, communications and supplies necessary to maintain the level of service to be rendered hereunder.

9.4 Both parties hereto in the performance of this Agreement will act as independent contractors and not as agents, employees, partners, joint ventures, or associates of one another.

10. METHOD OF PAYMENT

10.1 The COUNTY shall invoice the DISTRICT quarterly for the actual costs of the services received. The DISTRICT within 30 days from date of invoice shall pay to the County Treasurer through the SHERIFF's Department at 9621 Ridgehaven Court, San Diego, CA 92123 for the services provided under this Agreement.

10.2 DISTRICT shall address any questions and disputes related to billing issues to the SHERIFF's Contracts Division. DISTRICT shall have the right to present documentation supporting its position, and also to review any documentation utilized by the Contracts Division to determine the bill charged to DISTRICT. The Contracts Division shall review the disputed bill and any related documentation and work cooperatively with the office of the DISTRICT to resolve the billing issue. In the event that the Contracts Division and the DISTRICT are unable to agree on a resolution the matter shall be elevated to the area Captain and the Superintendent of the DISTRICT, or his authorized representative for resolution.

11. INSURANCE

11.1 Without limiting the DISTRICT's indemnification of the COUNTY as set forth in section 8 of this Agreement, the COUNTY shall maintain its program of self-insurance, which provides Commercial General and Auto Liability insurance.

12. INDEMNIFICATION

12.1 All personnel provided by the SHERIFF in the performance of the services and functions of this Agreement for said DISTRICT shall be COUNTY officers and employees. The DISTRICT shall have no liability for any direct payment of salaries, wages or other compensation to any COUNTY officers and employees engaged in such performance. The DISTRICT shall not be liable for compensation or indemnity to any COUNTY employee for expenses or damages incurred from injury or sickness arising out of employment.

12.2 Claims Arising From Sole Acts or Omissions of County

The COUNTY hereby agrees to defend and indemnify the DISTRICT, its agents, officers, and employees (collectively DISTRICT), from any claim, action or proceeding against DISTRICT, arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, DISTRICT may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. DISTRICT shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

12.3 Claims Arising From Sole Acts or Omissions of DISTRICT

The DISTRICT hereby agrees to defend and indemnify the COUNTY of San Diego, its agents, officers and employees (collectively COUNTY) from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of DISTRICT 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 DISTRICT of any obligation imposed by this Agreement. COUNTY shall notify DISTRICT promptly of any claim, action or proceeding and cooperate fully in the defense. In addition, when liability arises pursuant to Government Code Sections 830 et seq. by reason of a dangerous condition of DISTRICT property, DISTRICT shall assume the defense of and indemnify and hold harmless the COUNTY

from all loss, cost of expenses arising out of the dangerous conditions of property of DISTRICT. The duty of DISTRICT to defend, indemnify, and hold harmless the COUNTY in respect to any dangerous condition of DISTRICT property shall apply regardless of COUNTY's knowledge of or duty to warn DISTRICT of such condition and regardless of any special relationship between DISTRICT and COUNTY in regard to such dangerous conditions of DISTRICT property.

12.4 Claims Arising From Concurrent Acts or Omissions

COUNTY hereby agrees to defend itself and DISTRICT hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and DISTRICT. In such cases, COUNTY and DISTRICT agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 12.6 below.

12.5 Joint Defense

Notwithstanding paragraph 12.4 above, in cases where COUNTY and DISTRICT agree in writing to a joint defense, COUNTY and DISTRICT may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of DISTRICT and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and DISTRICT. COUNTY and DISTRICT agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 12.6 below. COUNTY and DISTRICT further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and DISTRICT.

12.6 Reimbursement and/or Reallocation

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

13. AMENDMENTS OR MODIFICATIONS

Either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service that are mutually agreed upon by and between COUNTY and DISTRICT, shall be effective when incorporated in written amendments to this Agreement and approved by both COUNTY and DISTRICT.

14. TERMINATION FOR CONVENIENCE

Notwithstanding any other section or provision of this agreement, either party hereto may terminate this agreement by giving advance written notice of intention to terminate as specified in Section 15.

15. TERM OF AGREEMENT

15.1 It is mutually understood that this Agreement is for one year, commencing July 1, 2025 and ending June 30, 2026.

15.2 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 through June 30, 2026.

15.3 Any party may terminate this Agreement by giving one hundred twenty (120) 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.

15.4 This writing embodies the whole of the Agreement and supersedes any oral or other agreements on this subject between the parties other than those expressed herein.

15.5 No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

16. NOTICES

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 District:

Steele Canyon High School
Attn: Scott Parr, Principal/CEO
12440 Campo Rd
Spring Valley, CA 91978
619-660-3511

To Sheriff:

Assistant Sheriff Law Enforcement And
9621 Ridgehaven Ct
San Diego, CA 92123

Contracts Manager
9621 Ridgehaven Ct
San Diego CA, 92123

IN WITNESS WHEREOF, County and DISTRICT have executed this Agreement effective July 1, 2025:

STEELE CANYON HIGH SCHOOL

By [Signature]

Title CEO/Principal

APPROVED AS TO FORM
AND LEGALITY:

COUNTY OF SAN DIEGO

By [Signature]
COUNTY COUNSEL

By [Signature]
ANDREW POTTER
CLERK OF THE BOARD OF SUPERVISORS

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By [Signature] Date: 6/18/25
Deputy Clerk of the Board Supervisors

Approved By the Governing
Board of Steele Canyon HS
On 5/14/25 By [Signature]

EXHIBIT A

SCHOOL RESOURCE OFFICER -DEPUTY SHERIFF

STEELE CANYON HIGH SCHOOL

DUTIES

Community Relations:

To the extent possible, the deputy will participate in positive student activities in the community in order to build trusting and respectful relationships with students, families and staff. The deputy will collaborate with school-based community organizations, parent-teacher organizations, and student government to develop opportunities for positive activities, such as mentoring programs, community coalitions or task forces.

Campus Protection:

The deputy will be added security to the school site administrators, faculty, and security personnel to help keep schools safe from intrusions and other breeches of public peace. The deputy will work with school security staff to identify security problems to help create a safer school environment for students.

Student Supervision and Discipline:

School officials will have primary responsibility to ensure consistent enforcement of school rules and policies. The deputy shall not act as a school disciplinarian. Disciplining students is a school administration responsibility.

Notification of Parents:

The deputy and school officials will adhere by Education Code Section 48906, which requires that a school official must make immediate parental/guardian notification upon police arrest of a student, excepting when a student is taken into custody as a suspected victim of child abuse or pursuant to Section 305 of the Welfare & Institutions Code.

EXHIBIT B

STEELE CANYON HIGH SCHOOL RESPONSIBILITIES

Workspace Expectations at Schools:

Individual schools shall avail the assigned School Resource Deputy an office or workspace with the ability to have privileged and private conversations. The office or workspace must also have the ability to lock confidential Juvenile information. The office shall contain a desktop computer with internet access and an individual phone line. The School Resource Deputy should also be provided a parking space which allows for expeditious entry and exit in case of an emergency.

EXHIBIT C

Steele Canyon High School Campuses and Hours

Steele Canyon High School

One Full Time SRO without relief (No Coverage for absences)

EXHIBIT D

Steele Canyon High School Cost

One Full Time SRO without relief (No Coverage for absences)

Fiscal Year 2025-26 Cost

\$ 416,384.59

Fiscal Year 2025-26 Cost Break Out

Salaries & Benefits*

| | |
|------------------|---------------------|
| Regular Time | \$296,290.48 |
| Sub-Total | <u>\$296,290.48</u> |

Services & Supplies

| | |
|--------------------|-------------------|
| Standard Equipment | \$7,004.00 |
| Other | \$0.00 |
| Sub-Total | <u>\$7,004.00</u> |

Equipment:

| | |
|-----------------------------|--------------------|
| New Vehicle | \$0.00 |
| Vehicle Mgmt. & Maintenance | \$26,277.00 |
| Sub-Total | <u>\$26,277.00</u> |

Department Overhead 29.3%
(Applied to S&B – One (1)
Deputy)

\$86,813.11

Total Estimated Cost

\$416,384.59

County Share (50%)

(\$208,192.30)

Overtime

\$25,860.00

Total Steele Canyon Estimated Cost \$ 234,052.30

| |
|--|
| Approved By the Governing Board of Steele Canyon HS On <u>5/14/25</u> By <u>HO</u> |
|--|



Scott Parr, CEO/Principal

Paul Battle, Assistant Principal

Daniel Cohen, Assistant Principal

Elizabeth Hernandez, Assistant Principal

Jennifer Tennison, Assistant Principal

Adria Jefferson, Chief Business Officer

Ricardo Lopez, Facility Manager

A CALIFORNIA CHARTER SCHOOL

12440 Campo Road
Spring Valley, CA 91978-2331

Governing Board Action Item Cover Sheet

Board Meeting Date: May 14, 2025

Name and Department Submitting Item: Scott Parr, CEO/Principal

Name of Item: Approval of 2025-2026 Agreement between The County of San Diego and Steele Canyon High School for School Resource Officer (SRO) Services. Services are for the 2025-2026 school year.

Background and/or context for item: Steele Canyon High School (SCHS) has contracted with The County of San Diego for School Resource Officer (SRO) services provided by the county sheriff.

For the 2025-2026 school year, the county will provide SRO services at an estimated net price of \$208,192.30 (50%), excluding overtime. SCHS will share a 50/50 cost with the county sheriff. The total cost of the SRO is \$416,384.59.

Recommendation:
APPROVAL



County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

COSD CLERK OF THE BOARD
2025 JUN 27 PM4:26

June 30, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

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

REQUEST FOR CLERK OF THE BOARD ACCEPTANCE OF REVENUE AGREEMENT WITH ALLIANCE HEALTHCARE FOUNDATION FOR THE 2024 LIVE WELL ADVANCE, PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Attached for execution, pursuant to San Diego County Administrative Code Article VII, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery, is a revenue agreement between Alliance Healthcare Foundation and the County of San Diego (County).

AGREEMENT AND TERM PERIOD

This agreement will provide an amount not to exceed \$50,000 to offset costs associated with the 2024 Live Well Advance. The term of the agreement is from November 1, 2024, through June 30, 2025.

BENEFIT TO THE COUNTY OF SAN DIEGO

The 2024 Live Well Advance and School Summit, held on November 21, 2024, was attended by over 1,800 participants, and brought community leaders together to advance the shared vision of a healthy, safe, and thriving San Diego region. The County Health and Human Services Agency, Department of Strategy and Community Engagement is confirming that the partially funded event in this request was worthy of the expenditure of County funds because it promoted and advanced the *Live Well San Diego* vision to community partners, employers, County staff and key stakeholders.

We are requesting that the Clerk of the Board execute two copies and return one original set of this revenue agreement. A second copy has been included for the Clerk of the Board files.

Please contact Erika Eberman by email at Erika.Eberman@sdcounty.ca.gov or by phone at (619)650-2422 with any questions.

Respectfully,

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer

KG/ee
Attachment

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

| | | | | | |
|-----------------------------|--|-------------|----------------------------------|---------|-----------|
| Date: | 04/22/2025 | Department: | HHSA-DSCE-Live Well Support Team | | |
| Contract Begin Date: | 11/01/2024 | End Date: | 06/30/2025 | Grant: | No |
| *Oracle Award #: | 103472 | Org #: | 44960 | Amount: | 50,000.00 |
| Contact Person: | Erika Eberman | | Phone #: 619-650-2422 | | |
| Contracting Agency/Grantor: | Alliance Healthcare Foundation | | | | |
| Description: | Sponsorship to support the 2024 Live Well Advance. | | | | |

☐ 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:

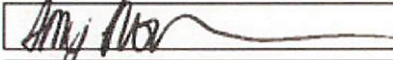
Riccitelli, Carey

Digitally signed by Riccitelli,
Carey
Date: 2025.04.23 10:37:11
-0700'

Date:

Approved By:

Group Finance Director:



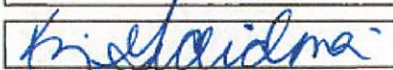
Date: 6/25/25

County Counsel:

Anjana.P.Potlath@sdcounty.ca.gov
Digitally signed by
Anjana Potlath
Date: 2025.06.24 14:14:50 -0700'

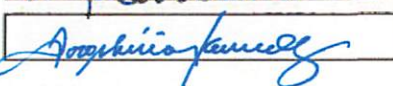
Date:

Chief Administrative Officer:



Date: 06/26/25

Office of Financial Planning:



Date: 6/27/2025

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

Attachments:

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

OFP USE ONLY

Init:

TK

OFP#:

25-103



2. Parties' Responsibilities:

2.1. Alliance:

- 2.1.1. Alliance will sponsor the Community Event by securing various vendors and speakers directly, or in collaboration with other partner entities who Alliance wishes to be identified as additional sponsors of the event.
- 2.1.2. Alliance will pay the County an amount not to exceed \$50,000 to offset County costs associated with the Community Event.
- 2.1.3. Alliance will notify the County of any other proposed partner entities that Alliance requests to be identified as a sponsor. County has the unilateral right to reject the sponsorship of any proposed partner entity or solicit and accept any additional sponsors of the event.

2.2. County:

- 2.2.1. County will acknowledge Alliance, and its County approved partner entities, as sponsors of the Community Event, and the sponsorships will be acknowledged on promotional materials. An Alliance representative will have the opportunity to address the attendees at the Community Event. Partner entities may also address the attendees of the event as agreed upon by Alliance and the County.

- 3. **Indemnity:** County shall not be liable for, and Alliance shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Alliance or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Alliance shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 4. **Insurance:** Alliance must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of Alliance hereunder. Minimum policy limits maintained by Alliance shall in no way limit their indemnification obligations.
- 5. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 6. **Permits and Licenses:** Alliance certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions,



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Department of Strategy and Community Engagement (DSCE), and Alliance Healthcare Foundation (Alliance). The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, the Health and Human Services Agency, supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative, regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

WHEREAS, Alliance is a San Diego-based nonprofit foundation that works with nonprofit, social enterprises, government and community agencies to advance health and wellness of the most vulnerable in San Diego and Imperial counties through funding, convening and advocacy.

WHEREAS, the County intends to provide for certain costs and activities associated with the 2024 Live Well Advance ("Community Event").

WHEREAS, Alliance wishes to sponsor the Community Event by securing additional sponsors of the event and providing funding to the County to offset County costs associated with the Community Event.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

| <u>County of San Diego</u> | <u>Alliance Healthcare Foundation</u> |
|---|---|
| Andrew Potter Clerk of the Board of Supervisors 619-531-5434 Andrew.Potter@sdcounty.ca.gov | Sarah Lyman Executive Director 858-875-3304 Sarah.Lyman@alliancehf.org |
| Erika Eberman Administrative Representative 619-650-2422 erika.eberman@sdcounty.ca.gov | |



contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about *Live Well San Diego* can be found on its website dedicated to the vision: <http://www.LiveWellSD.org>

18. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

Remainder of this page is intentionally left blank.



permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:** RESERVED.
15. **Term:** This agreement shall become effective on the date all parties have signed this agreement and be in force until June 30, 2025.
16. **Termination for Convenience:** County may, by written notice stating the extent and effective date, terminate this agreement for convenience in whole or in part, at any time.
17. **Live Well San Diego Vision:** The County of San Diego, Health and Human Services Agency (HHS-A), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS-A partners and



COUNTY OF SAN DIEGO
Health and Human Services Agency

County of San Diego

Dated: 6/30/25

By: 
ANDREW POTTER
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY Anjana Pottathil
SENIOR DEPUTY COUNTY COUNSEL

Alliance Healthcare Foundation

Dated: 5/30/25

By: Sarah Lyman Digitally signed by Sarah Lyman
Date: 2025 05 30 10 56 24 -07'00'
SARAH LYMAN, Executive Director

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

By:  Date: 6/30/25
Deputy Clerk of the Board Supervisors



REVENUE AGREEMENT/GRANT/MOU CHECKLIST

(To be completed by Region/Division)

TYPE Revenue Agreement Application Due Date 06/30/2025 Estimated Date of Approval 05/15/2025

1. Revenue Agreement/Grant/MOU Title: COSD-Alliance Revenue Agreement for the 2024 Live Well Advance Conference
2. Summarize purpose of Revenue Agreement/Grant/MOU: This agreement will provide an amount not to exceed \$50,000.00 to offset costs associated with the 2024 Live Well Advance Conference.
3. What is the key Strategy Initiative(s)? Other
4. Why should HHSA pursue this funding source? Alliance is a San Diego-based nonprofit foundation that works with nonprofit, social enterprises, government and community agencies to advance health and wellness of the most vulnerable in San Diego and Imperial counties +
5. Full Cost Recovery? ☐ Yes ☒ Waiver requested
6. Enter Distribution Amount:

| | |
|-------------------|--------------------|
| Total \$ | <u>\$50,000.00</u> |
| Direct | <u>\$50,000.00</u> |
| External Indirect | <u></u> |
| Internal Indirect | <u></u> |
7. Annual \$ distribution?

| | | |
|-------------|---|---|
| | Term | Other |
| \$50,000.00 | <input type="checkbox"/> More Than 5 Years? | Match or MOE requirement? <input type="checkbox"/> Match <input type="checkbox"/> Inkind <input type="checkbox"/> |
| Year 1 | <u>\$50,000.00</u> | |
| Year 2 | <u></u> | |
| Year 3 | <u></u> | |
| Year 4 | <u></u> | |
| Year 5 | <u></u> | |
8. Board date and minute order #: Not required
9. Revenue Agreement/Grant/MOU funds:
☐ Salaries & Benefits ☒ Services & Supplies ☐ Contracts ☐ Fixed Assets
10. Comments: Alliance Healthcare Foundation will pay the County of San Diego an amount not to exceed \$50,000 to offset costs associated with the event, but not related staff salaries, benefits, or indirect costs +
11. Contact Information:

| | |
|--------------|----------------------|
| Name | <u>Erika Eberman</u> |
| Phone Number | <u>619-650-2422</u> |

Submit by Email

Clear Form



County of San Diego

Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: 47535

1. Department ORG: # 44968 Department Name: Department of Strategy and Community Engagement
Contact Person: Erika Eberman Phone: 619-650-2422
Low Org: # _____ (optional)

2. Requested Revenue Account Title: COSD-Alliance Revenue Agreement for the 2024 Live Well Advance

3. Anticipated Annual Revenue: \$ 50,000

4. Revenue will be Budgeted Beginning with: F.Y. 24-25

5. A. Source of Revenue: ☐ Federal ☐ Federal ARRA* Stimulus ☐ State
☐ Public Agency ☐ Individual ☒ Other

* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain: Sponsorship from Alliance Healthcare Foundation

B. Authority: Admin 123 B-29 Waiver

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

Please Explain: Sponsorship from Alliance Healthcare Foundation

D. Service Provided: Sponsorship of the 2024 Live Well Advance Community Event

E. Means of Projecting for Budget (formula used): _____

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

Please Explain: Check

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

Please Explain: One time

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

Please Explain: Admin 123 B-29 Waiver requested

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Erika.Eberman@sdcounty.ca.gov
Digitally signed by
Erika.Eberman@sdcounty.ca.gov
Date: 2025.04.23 10:22:40 -07'00'

Date: Apr 23, 2025

| | |
|------------------------------|------------|
| Staffing | |
| Salaries | \$ - |
| Benefit @ 72.82% (FY 24/25) | - |
| TOTAL S&B | - |
| Services and Supplies | |
| Office supplies | |
| Telecom | |
| IT | |
| Contract Costs | 376,106 |
| Travel | |
| Contract ISF | 2,558 |
| Rent | |
| Utilities | |
| Other | 254,671 |
| TOTAL S&S | \$ 633,335 |
| TOTAL DIRECT COSTS | \$ 633,335 |
| INDIRECT COSTS | |
| Internal Indirects | \$ - |
| External Indirects | - |
| TOTAL INDIRECTS | - |
| TOTAL COSTS (B20+B26) | \$ 633,335 |
| REVENUE | |
| Direct Revenue Allowed | 414,708 |
| Indirect Revenue Allowed | |
| TOTAL REVENUE | \$ 414,708 |
| Unrecovered Direct Cost | 218,627 |
| Unrecovered Indirect Cost | - |
| Total B-29 Costs | \$ 218,627 |

| | |
|--------------------------------|----------|
| PROGRAM INDIRECT RATES* | FY 23-24 |
| Internal Rate | 18.8% |
| External Rate | 5.9% |
| FY 24-25 rates not available | |

Revenue Located

| | |
|-----------------|-------|
| Low Org | 44960 |
| Revenue Account | 47535 |



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

June 17, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH INSOMNIAC HOLDING LLC

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

Enclosed is a revenue agreement with the Insomniac Holding LLC and the County of San Diego, Sheriff's Office, for law enforcement security services for Horizon Music Festival, on June 21, 2025 through June 22, 2025.

The value of this contract will not exceed \$55,181.23 The exact amount will be determined by the amount of cost for actual usage.

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

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

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


Andrew Strong,
Deputy Chief Administrative Officer



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

| | | | | | | | | | | | | | |
|---|--|--|-------------------------------------|----------------------------|--------------------------|--------------------------|-----------------------------|-------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| From: Christy Moreno, (858) 314-9615 | | Bureau/Division, or Section: MSB - Contracts | | | | | | Date: June 17, 2025 | | | | | |
| Subject: Reimbursable Services Agreement - Insomniac Holding LLC, Horizon Music Festival on June 21, 2025 through June 22, 2025 - \$55,181.23 | | | | | | | | | | | | | |
| To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u> | | Information Only | Approval | Your Recommendation | Action | Prepare Reply | Written Report To Me | See Me | Signature Needed | Return to Me | Copy for You | File | Other (See Below) |
| 1. | Dane Gapuz, Sheriff's Contract Manager <i>DG</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Andrew Strong, Deputy Chief Administrative Officer, Public Safety Group <i>AS</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Mark Day, Sr. Deputy County Counsel <i>M.D.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Toroshinia Kennedy, Office of Financial Planning <i>TK</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Andrew Potter, Clerk of the Board <i>AP</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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: Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41 Thank you. | | | | | | | | | | | | | |

**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:

Digitally signed by Gapuz, Dane
Date: 2025.06.17 12:47:15 -07'00'

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

| | |
|---------------------------------------|---|
| OFP USE ONLY | |
| Init: <input type="text" value="TK"/> | OFP#: <input type="text" value="25-101"/> |



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

June 17, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

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

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Insomniac Holding LLC to provide law enforcement security services for the Horizon Music Festival on June 21, 2025 through June 22, 2025.

The value of this contract will not exceed \$55,181.23. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG Insomniac Holdings, LLC, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #77**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 16th day of June 2025 by and between Insomniac Holdings, LLC (REQUESTER), 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 Into the Horizon Music Festival.
2. The term of this Agreement shall commence on June 21, 2025, at 1:00 PM and shall continue in effect through and terminate after June 22, 2025, at 11:30PM.
3. COUNTY Coordinator of this Agreement shall be Sergeant P Bonanno, (619) 531-5446.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.
10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions; Negligence.

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

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

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

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

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

To REQUESTOR:

Insomniac Holdings, LLC

(Into the Horizon Music Festival)

5023 N. Parkway Calabasas

Calabasas, CA 91302

www.intothehorizon.com

Jasper Li - Jasper@Insomniac.com

To SHERIFF:

Sheriff Contracts Division

County of San Diego

P. O. Box 939062

San Diego, CA 92193-9062

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

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.
14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Insomniac Holdings. LLC

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

Jasper Li Director of Concerts
Signature Title/Rank
Jasper Li
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

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

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Sanjiv K. Patel Date: 06/20/2015
Deputy Clerk of the Board Supervisors

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

3 Signed Originals
DISTRIBUTION:
1 – Requestor
1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

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

| | # of POSITIONS | # of HOURS | # of MILES | RATE or COST <i>WITH</i> <i>OVERHEAD*</i> | TOTAL |
|-----------------------------------|-------------------|---------------|---------------|---|---------------------|
| Horizon Sat, June 21, 2025 | | | | | |
| LE Lieutenant | 1 | 9.0 | | \$ 218.61 | \$ 1,967.49 |
| LE Deputies | 22 | 9.0 | | \$ 156.85 | \$ 31,056.30 |
| | | | | Sub-Total | \$ 33,023.79 |
| Horizon Sun, June 22, 2025 | | | | | |
| LE Sergeant - Team / SED | 2 | 8.0 | | \$ 191.26 | \$ 3,060.16 |
| LE Sergeant - Event | 1 | 8.0 | | \$ 191.26 | \$ 1,530.08 |
| LE Deputies | 14 | 8.0 | | \$ 156.85 | \$ 17,567.20 |
| | | | | Sub-Total | \$ 22,157.44 |
| | | | | TOTAL | \$ 55,181.23 |
| Vehicle Minimum or Mileage | | | | | \$ - |
| Motorcycle Mileage | | | | | \$ - |
| Other Expenses: (List) | | | | | |
| | | | | TOTAL ESTIMATED COSTS | \$ 55,181.23 |
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