



HEALTH AND HUMAN SERVICES AGENCY

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

ELIZABETH A. HERNANDEZ, Ph.D.
INTERIM DEPUTY CHIEF
ADMINISTRATIVE OFFICER

JENNIFER BRANSFORD-KOONS
INTERIM CHIEF
OPERATIONS OFFICER

March 26, 2026

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

FROM: Elizabeth A. Hernandez, Ph.D., Interim Deputy Chief Administrative Officer
Health and Human Services Agency

**ACCEPTANCE OF FUNDING FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE
COMMUNITY HEALTH ASSESSMENT (CHA)/COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)
CLIMATE INTEGRATION PILOT**

1. **Action Required:**

- a. Approve acceptance of funding from the California Department of Public Health (CDPH) for the Community Health Assessment (CHA)/Community Health Improvement Plan (CHIP) Climate Integration Pilot and request Clerk of the Board signature on the Standard Agreement and Contractor Certification Clauses.

2. **Background:**

- a. On 1/5/2026, CDPH provided County of San Diego, Public Health Services, funding agreement documents for the CHA/CHIP Climate Integration Pilot.
- b. For this pilot, County of San Diego, Public Health Services, will review and utilize the Climate Integration Spectrum, Companion Guide, and Worksheet for (pre-planning, planning or implementing, depending on where Local Health Jurisdiction is in CHA/CHIP cycle) their Community Health Assessment and Community Health Improvement Plan. County of San Diego, Public Health Services, will provide feedback about the utility of the tool and recommendations for improvement to CDPH.
- c. This funding allocation applies to *Live Well San Diego* by ensuring the local health department's Community Health Improvement Plan recognizes and addresses how climate impacts human health, in order to improve the health, safety and resiliency of San Diego County residents.
- d. Term of Agreement: January 1, 2026 through August 31, 2026.
- e. Fiscal Impact: \$30,000 in total funding for costs of \$30,000. This funding agreement will recover all costs.

3. **Reason for Requested Action:**

- a. Clerk of the Board signature on Standard Agreement and Contractor Certification Clauses are required to execute this agreement.
- b. Requesting two signed copies of the agreement, one copy to be retained on file with the Clerk of the Board.

If there are questions, or if additional information is required, please contact Romina Morris by phone at (619) 385-0677 or by email at Romina.Morris@sdcounty.ca.gov.

ELIZABETH A. HERNANDEZ, Ph.D.
Interim 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: 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 covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: Digitally signed by Adrienne Yancey
Date: 2026.03.31 11:11:39 -07'00' Date:

Approved By:

Group Finance Director: Digitally signed by Charissa Japlit@sdcounty.ca.gov
Date: 2026.04.16 11:20:19 -07'00' Date:

County Counsel: Digitally signed by Katherine Hart
Date: 2026.04.06 08:50:07 -07'00' Date:

Chief Administrative Officer: Digitally signed by Elizabeth A. Hernandez, Ph.D.
Date: 2026.04.16 18:04:51 -07'00' Date:

Office of Financial Planning: Digitally signed by Toroshinia Kennedy
Date: 2026.04.23 23:09:55 -07'00' 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 Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <input type="text" value="TK"/>	OFP#: <input type="text" value="26-76"/>

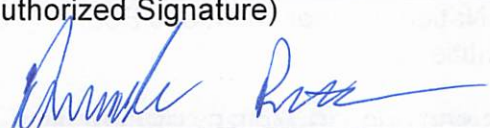
Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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



Contractor/Bidder Firm Name (Printed) County of San Diego	Federal ID Number 95-6000934
By (Authorized Signature) 	
Printed Name and Title of Person Signing Andrew Potter, Executive Officer/Clerk of the Board of Supervisors	
Date Executed 4/27/26	Executed in the County of San Diego

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-10801	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTOR NAME
County of San Diego – Health and Human Services Agency

2. The term of this Agreement is:

START DATE
December 15, 2025 or upon CDPH approval, whichever occurs later

THROUGH END DATE
August 31, 2026

3. The maximum amount of this Agreement is:

\$30,000.00

Thirty thousand dollars and zero cents.

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A	Attachment I, Scope of Work Detail	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	GTC 02/2025
Exhibit D	Special Terms and Conditions	8
Exhibit E	Additional Provisions	4
Exhibit F	Federal Terms and Conditions	13
Exhibit G	Key Personnel Resume	4
Exhibit H	Contractor's Release	1

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

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of San Diego – Health and Human Services Agency

CONTRACTOR BUSINESS ADDRESS 1600 Pacific Highway	CITY San Diego	STATE CA	ZIP 92101
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PRINTED NAME OF PERSON SIGNING Andrew Potter	TITLE Clerk of the Board of Supervisors
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 4/27/26
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APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY *Katherine Hart*
SUPERVISING DEPUTY COUNTY COUNSEL

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: *Jeval* Date: *4/24/26*
Deputy Clerk of the Board Supervisors

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-10801	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Vanessa Manson

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

CDPH 5

PCC 10351

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide the California Department of Public Health (CDPH) the services described herein.

The contractor will review and utilize the Climate Integration Spectrum Tool, Companion Guide, and Worksheet provided by CDPH for pre-planning, planning and/or implementing, their Community Health Assessment and Community Health Improvement Plan. Contractor will provide feedback about the utility of the tool and recommendations for improvement to CDPH.

The California Health and Safety Code (HSC) 131019.5 (c) directs the CDPH Office of Health Equity (OHE) to work with, and provide assistance to, local agencies that are attempting to create innovative responses to address health inequities and disparities and to improve the health status of vulnerable communities. Additionally, the same HSC directs OHE to consult with local governmental agencies to ensure that community perspectives and input are included in policies and any strategic plans, recommendations, and implementation activities.

This contract is 100 percent federally funded by the Centers for Disease Control and Prevention Award No. 5 NUE1EH001458-05-00, Catalog of Federal Domestic Assistance number 93.070 - Environmental Public Health and Emergency Response, Statutory Authority section 317(k)(2) of the Public Health Service Act [42 U.S.C. Section 247b(k)(2)], as amended.

2. Service Location

The services shall be performed at various facilities accessible to the Contractor, including remote work.

3. Service Hours

The services shall be provided during normal contractor working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official State holidays.

4. Project Representatives

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

California Department of Public Health Elizabeth Rhoades E-mail: elizabeth.rhoades@cdph.ca.gov Telephone: (510) 697-6858	County of San Diego, Health and Human Services Agency, Public Health Services Adrienne Anderson E-mail: Adrienne.Anderson@sdcounty.ca.gov Telephone: (619) 772-6478
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Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health Office of Health Equity Climate Change and Health Equity Branch Attention: Kenna Lee PO Box 997377, MS 0022 Sacramento, CA 95899-7377 Telephone: (707) 235-7576 E-mail: kenna.lee@cdph.ca.gov	County of San Diego - Health and Human Services Agency Public Health Services Attention: Adrienne Anderson 5530 Overland Avenue, Suite #210, MS: P-578 San Diego, CA 92123-1261 Telephone: (619) 772-6478 E-mail: Adrienne.Anderson@sdcounty.ca.gov
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C. All payments from CDPH to the Contractor shall be sent to the following address:

<p style="text-align: center;">Remittance Address</p> Contractor: County of San Diego – Health and Human Services Agency Attention "Cashier": San Diego County Treasurer HHSA Warrant Processing ATTN: Toan Pham Address: P.O. Box 102311 Pasadena, CA 91189 Phone: (619) 481-1810 E-mail: Toan.Pham@sdcounty.ca.gov
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D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Progress Reports or Meetings

A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CDPH to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

6. Services to be Performed

See the attached Exhibit A, Attachment 1, Scope of Work Detail, as follows for a detailed description of the services to be performed.

Exhibit A, Attachment I
Scope of Work Detail

Brief description:

The County of San Diego – Health and Human Services Agency (Contractor) will review and utilize the Climate Integration Spectrum Tool, Companion Guide, and Worksheet provided by CDPH for pre-planning, planning and/or implementing, their Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). Contractor will provide feedback about the utility of the tool and recommendations for improvement to CDPH.

Detailed Activities:

TASK	DESCRIPTION	DELIVERABLES	TIMELINE
Document review and commentary			
1.1 Initial review of Spectrum and Companion Guide	<p>At least one member the Local Health Jurisdiction (LHJ) CHA/CHIP team reviews Spectrum Tool (“Tool”) and Companion Guide (“Guide”) and</p> <ol style="list-style-type: none"> 1. notes areas where documents are unclear, confusing, or do not accurately reflect CHA/CHIP processes within local health jurisdiction (LHJ), 2. comments on general useability of format and content of documents, and 3. points out the most relevant and useful elements of the Tool and Guide. <p><i>CDPH responsibilities: Provide Climate Integration Spectrum Tool and Companion Guide</i></p>	Annotated Tool and Guide documents	Between contract approval and February 28, 2026

Pilot of use			
2.1 Worksheet completion	At least one member of the CHA/CHIP team completes the Worksheet, using the tool and guidance for reference. <i>CDPH responsibilities: Provide Worksheet</i>	Completed Worksheet	February 2026 - March 2026
2.2 Internal LHJ worksheet review	The full LHJ CHA/CHIP team meets to review Worksheet (using Tool and Guide for reference) and prioritize the top 3-6 most viable near-term local strategies.	Meeting notes explaining prioritization process Completed Worksheet with 3-6 top near-term strategies highlighted	March 2026 - April 2026
2.3 External partner engagement	CHA/CHIP team engages at least three (3) previous CHA/CHIP community and interagency partners for feedback on identified strategies. CHA/CHIP team solicits feedback on strategies from at least two (2) new community or interagency partners.	Document detailing feedback received from partners on prioritized strategies	April 2026 - May 2026
2.4 LHJ process review	CHA/CHIP team provides explanation of chosen strategies and reasoning, as well as feedback on whether these strategies would have arisen without the Tool, Guide, and Worksheet.	Written 1-2 page summary of internal process and feedback	May 1, 2026 - June 15, 2026
2.5 Identify areas for improvement	CHA/CHIP team reviews Worksheet and makes suggestions for making Worksheet more applicable to LHJ process.	Written recommendations for improvements to and/or guidance needed for Worksheet	May 15, 2026 - June 30, 2026
Communication with CDPH			
3.1 Kick-off meeting	Attend initial hour-long virtual meeting with CDPH to ensure mutual understanding of project goals and details. <i>CDPH responsibilities: Provide availability and participate in initial meeting</i>	Meeting	Within 2 weeks of contract execution

<p>3.2 Progress check-ins</p>	<p>Provide monthly update on progress and respond to any questions or concerns from CDPH.</p>	<p>Emails or virtual meetings</p>	<p>By the 15th of the month starting in February, 2026</p>
<p>3.3 Project summary and recommendations</p>	<p>Provide verbal and written project report-out. <i>CDPH responsibilities: Provide availability and participate in initial meeting</i></p>	<p>Hour-long virtual meeting and written report (approximately 1-2 pages) with recommendations for developing further guidance</p>	<p>July 1, 2026 - August 31, 2026</p>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with paragraph F below of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted in electronic format not more frequently than monthly in arrears to:

Kenna Lee
California Department of Public Health
Office of Health Equity
Climate Change and Health Equity Branch
850 Marina Bay Parkway
Richmond, CA 94804-6403
kenna.lee@cdph.ca.gov

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

- D. Invoice shall:
 - 1) Be submitted to CDPH either electronically or in hard copies.
 - 2) Identify the billing and/or performance period covered by the invoice.
 - 3) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed: \$30,000.00.

F. Rates Payable

Contractor will be reimbursed for services satisfactorily performed based on the following rate schedule:

Exhibit B
Budget Detail and Payment Provisions

FY 25/26: Upon Approval - June 30, 2026			
Deliverable	Qty	Price Each	Total
1.1 Annotated Tool and Guide documents	1	\$4,000.00	\$4,000.00
2.1 Completed Worksheet	1	\$2,000.00	\$2,000.00
2.2(a) Meeting notes explaining prioritization process	1	\$1,500.00	\$1,500.00
2.2(b) Completed Worksheet with 3–6 top near-term strategies highlighted	1	\$1,500.00	\$1,500.00
2.3 Document detailing feedback received from partners on prioritized strategies	1	\$10,000.00	\$10,000.00
2.4 Written 1–2 page summary of internal process and feedback	1	\$3,000.00	\$3,000.00
2.5 Written recommendations for improvements to and/or guidance needed for Worksheet	1	\$2,000.00	\$2,000.00
3.1 Kick-off meeting	1	\$500.00	\$500.00
3.2 Monthly progress check-ins	3	\$500.00	\$1,500.00
	Sub Total		\$26,000.00
FY 26/27: July 1, 2026 - August 31, 2026			
3.2 Monthly progress check-ins	1	\$500.00	\$500.00
3.3(a) Final meeting	1	\$500.00	\$500.00
3.3(b) Written report with recommendations for developing further guidance	1	\$3,000.00	\$3,000.00
	Sub Total		\$4,000.00
	Grand Total		\$30,000.00

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State

Exhibit B
Budget Detail and Payment Provisions

shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release, Exhibit H".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for re-payment.
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Travel and Per Diem Reimbursement

No travel shall be permitted under this agreement.

Exhibit D
Special Terms and Conditions

1. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement cancellation or termination shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of cancellation or termination, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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- 3) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- 4) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute,

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and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

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E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

- 1) Contractor represents and warrants that:
 - a. It is free to enter into and fully perform this Agreement.
 - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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- h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor

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acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

I. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

3. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential

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Special Terms and Conditions

information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

4. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state

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6. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this paragraph, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

7. Executive Order N-6-22 - Economic Sanctions

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

Exhibit E
Additional Provisions

1. Prohibited Follow-on Contracts

- A. No person, firm, or subsidiary awarded a consulting services agreement is prohibited from submitting a bid or be awarded an agreement for services or goods suggested, in the end product of the awarded consulting services agreement
- B. Paragraph A does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which totals no more than ten 10% percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to services agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code. (Contract with Private architects, engineering, land surveying and contraction project management firms).

2. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

Exhibit E
Additional Provisions

- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation

Exhibit E
Additional Provisions

endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 4) **Professional Liability** (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) **Environmental/Pollution Liability** (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) **Aircraft Liability** (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Subcontract Requirements

No Subcontractor shall be utilized under this agreement.

4. Documents, Publications and Written Reports

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

5. Procurement Rules

Contractor shall not use State funds allocated under this Agreement to purchase equipment. As used in this paragraph, "equipment" means an article of nonexpendable, tangible property, including furniture, having a useful life of at least one (1) year and a unit cost of five thousand dollars (\$5,000) or more.

Exhibit E
Additional Provisions

6. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1) Climate Integration Spectrum for Local Health Jurisdictions: A Tool for Creating Climate-Ready Community Health Assessments and Community Health Improvement Plans

2) Climate-Ready Community Health Assessments and Improvement Plans: A Climate Health Integration Guide for Local Health Jurisdictions

3) Appendix A: Implementation Worksheet

Exhibit F
Federal Terms and Conditions

(For Federally Funded Contract Agreements)

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements

Exhibit F
Federal Terms and Conditions

1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance

Exhibit F
Federal Terms and Conditions

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Exhibit F
Federal Terms and Conditions

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

Exhibit F
Federal Terms and Conditions

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a

Exhibit F
Federal Terms and Conditions

State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

Exhibit F
Federal Terms and Conditions

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month

Exhibit F
Federal Terms and Conditions

following the end of the Contractor's fiscal year, **and/or**

- (2) **If the Contractor is a nonprofit organization** (as defined in H&S Code section 38040) **and receives less than \$25,000 per year from any State agency under a direct service contract or agreement**, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) **If the Contractor is a State or Local Government entity or Nonprofit organization** (as defined in 2CFR Part 200) **and expends \$750,000 or more in Federal awards**, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing

Exhibit F
Federal Terms and Conditions

the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

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Federal Terms and Conditions

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of San Diego - Health and Human Services
Agency

Name of Contractor

Andrew Potter

Printed Name of Person Signing for Contractor

25-10801

Contract Number

Signature of Person Signing for Contractor

Date

Title

Executive Officer/Clerk of the Board of the Super



After execution by or on behalf of Contractor, please return to:

California Department of Public Health
1616 Capitol Avenue, Suite 74.262
Sacramento, CA
95814

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *Katherine Hart*

SENIOR DEPUTY COUNTY COUNSEL

Exhibit F
Federal Terms and Conditions

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Exhibit F
Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District, If known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known: _____</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

Exhibit F
Federal Terms and Conditions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Key Personnel Resume

ADRIENNE
GILLERAN
ANDERSON,
MPH

PROGRAM
COORDINATOR

CONTACT

(619)772-6478

adrienne.anderson@
sdcounty.ca.gov

STRENGTHS

- 1 HARMONY
- 2 POSITIVITY
- 3 ACHIEVER
- 4 ADAPTABILITY
- 5 ARRANGER

PROFILE

Experienced Program Coordinator in Public Health Services Office of Health Equity and Climate Change in the County of San Diego Health and Human Services Agency. Utilize strong interpersonal communication skills as well as experience working in local government and partnering with the community to advance health equity and address climate change.

EXPERIENCE

PROGRAM COORDINATOR, SAN DIEGO, CA

DIEGO | 2023 - PRESENT

PUBLIC HEALTH SERVICES
ADMINISTRATION, COUNTY OF SAN

Plan, coordinate, implement,

and manage the Health Equity

Strategic Plan and Public

Health Climate Adaptation and

Resilience Plan.

• Chair the Health Equity and Climate

Change Working Group and

Customer Service Working Group.

• Represent Public Health Services on

various Justice, Equity, Diversity, and

Inclusion leadership teams.

• Conduct community engagement

and present on health equity and

climate change topics at

community meetings.

HEALTH PLANNING AND PROGRAM
SPECIALIST, SAN DIEGO, CA

Exhibit G
Key Personnel Resume

**PUBLIC HEALTH SERVICES
ADMINISTRATION, COUNTY
OF SAN DIEGO | 2021 - 2023**

- Plan, coordinate, implement, and manage the CDC COVID-19 Health Disparities Grant (total budget of \$24.3 million); the Public Health Workforce Development Grant (total budget \$4.6 million), and the Workforce Development Schools Grant (total budget \$1.1 million)
- Guide staff in various PHS branches, HHS departments (such as the Office of Strategy & Innovation, Office to Equitable Communities and Medical Care Services), and other County Groups including Land Use & Environment Group (LUEG) to maximize impact, meet deliverables, and ensure activities are allowable and within budget.
- Draft Board Letters, scopes of work, progress and final reports, and program abstracts.
- Utilize a strengths-based approach to supervise programmatic and administrative staff. Promote staffs' career development by identifying training opportunities, organizing job shadowing, and supporting promotional opportunities.

**COMMUNITY HEALTH PROGRAM
SPECIALIST, SAN DIEGO, CA
COVID-19 MEDICAL OPERATIONS
CENTER, COUNTY OF SAN
DIEGO | 2020 - 2021**

Exhibit G
Key Personnel Resume

- Developed, implemented, and managed the scheduling process and protocol for more than 1 million San Diego County residents to receive COVID-19 diagnostic tests, and be notified of their result. Designed and tailored the process to prioritize people who were eligible for testing, which scaled up and down depending on resource availability, target populations, and the political environment.
- Designed, tested, and launched the COVID-19 test appointment scheduling website, in coordination with the County's Information Technology (IT) department, contractor, and the developer.
- Managed more than 30 Public Health Nurses who worked on the COVID-19 Nurse Help Line. The line staffed twenty nurses a day and fielded more than 77,000 calls.
- Designed and sent daily reports for County of San Diego Executives and implementing partners.

COMMUNITY HEALTH PROGRAM
SPECIALIST, SAN DIEGO, CA
CHRONIC DISEASE AND HEALTH
EQUITY UNIT, COUNTY OF SAN
DIEGO | 2016 - 2021

- Plan, coordinate, implement, and manage the CalFresh Healthy Living program, which has an annual budget of \$3.9 M and reaches over 200,000 individuals annually.

Exhibit G
Key Personnel Resume

- Contracting Officers' Representative (COR) for 13 projects between 2016-2021. Write scopes of work, negotiate, monitor, and maintain cooperative and effective relationships with contractors.
- Oversee implementation of 12 Resident Leadership Academy cohorts in various historically disadvantaged communities of San Diego.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 25-10801 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of San Diego - Health and Human Services Agency

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

B-29 Costs

Staffing	
Salaries	-
Benefit @ 68.76%	-
TOTAL S&B	-

Services and Supplies	
Office supplies	-
Telecom	-
IT	-
Contract Costs	-
Travel	-
Contract ISF	-
Rent	-
Utilities	-
Other	30,000
TOTAL S&S	30,000

TOTAL DIRECT COSTS	30,000
---------------------------	--------

INDIRECT COSTS	
Internal Indirects	-
External Indirects	-
TOTAL INDIRECTS	-

TOTAL COSTS (B20+B26)	30,000
------------------------------	--------

REVENUE	
Direct Revenue Allowed	30,000
Indirect Revenue Allowed	-
TOTAL REVENUE	30,000

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

Revenue Located

Low Org	45055
Revenue Account	45414

PROGRAM INDIRECT RATES*

Internal Rate	0.00%
External Rate	0.00%

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates



REVENUE AGREEMENT/GRANT/MOU CHECKLIST
(To be completed by Region/Division)

TYPE Grant Acceptance Application Due Date Estimated Date of Approval

1. Revenue Agreement/Grant/MOU Title: CHA/CHIP Climate Integration Pilot

2. Summarize purpose of Revenue Agreement/Grant/MOU: CHA/CHIP Climate Integration Pilot: PHS will review and utilize the Climate Integration Spectrum, Companion Guide, and Worksheet for [pre-planning, planning or implementing, depending on where Local Health

3. What is the key Strategy Initiative(s)? Health

4. Why should HHS pursue this funding source? PHS participating in this project allows CDPH to pilot these resources and receive feedback about the utility of the tool and recommendations for improvement.

5. Full Cost Recovery? Yes Waiver requested

6. Enter Distribution Amount: Total \$ \$30,000.00 Direct \$30,000.00 External Indirect \$0.00 Internal Indirect \$0.00

7. Annual \$ distribution? Total \$ \$30,000.00 Year 1 \$30,000.00 Year 2 Year 3 Year 4 Year 5 Term State Fiscal Year More Than 5 Years? Match or MOE requirement? Match Inkind

8. Board date and minute order #: Not required

9. Revenue Agreement/Grant/MOU funds: Salaries & Benefits Services & Supplies Contracts Fixed Assets

10. Comments: CHA/CHIP Climate Integration Pilot

11. Contact Information: Name Romina Morris Phone Number (619) 385-0677 Submit by Email Clear Form



County of San Diego Revenue Fact Sheet

O.F.P. Use Only
Date Rec'd

ACCOUNT NUMBER ASSIGNED: 45414

1. Department ORG: # D5950 Department Name: Public Health Services (PHS)
Contact Person: Romina Morris Phone: (619) 385-0677
Low Org: # 45055 (optional)

2. Requested Revenue Account Title: CHA/CHIP Climate Integration Pilot

3. Anticipated Annual Revenue: \$ 30,000

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

5. A. Source of Revenue: Federal State
 Public Agency Individual Other

Please Explain:

B. Authority: SEC. 123. Approval of Revenue Contracts & Acceptance of Grants

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

Please Explain:

D. Service Provided:

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

F. How is the Revenue Received: Reimbursements Advances Other

Please Explain:

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

Please Explain:

6. Cost Recovery: Full Recovery A-87 Other

Please Explain:

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: **Romina Morris** Digitally signed by Romina Morris
Date: 2026.01.13 13:06:26 -08'00'

Date: Jan 13, 2026

ABO REVENUE AGREEMENT/MOU/MOA REVIEW FORM

Agreement Title:	California Department of Public Health (CDPH) for the CHA/CHIP Climate Integration Pilot
Funding Period:	1/1/2026 - 8/31/2026
Total Dollar Amount:	\$30,000
Annual Dollar Amount:	FY 25/26: \$26,000 FY 26/27: \$4,000
Authority to accept funds:	<input type="checkbox"/> Board Letter and Minute Order <input checked="" type="checkbox"/> Letter to COB included

1. Does the agreement occur on a regular cycle? If so, what are the \$ changes compared to the prior year and what is driving that change?
 - a. This is one-time funding for a pilot project.

2. Were these costs and funding streams included in the Adopted Budget?
 - a. No, these costs and funding were not included in the FY 25/26 Adopted Budget.

3. If not fully included in the Adopted budget, what are the changes compared to budget in the current year and out years. Is there any need for local funds (GPR, realignment, MHSA). Please explain.
 - a. No need for additional appropriations. Existing staff will complete this pilot project.

4. Does this agreement require a B-29 Waiver? If yes, please describe why and what costs are not covered. Are there any redesigns of the program that can be done to eliminate the need for a waiver? Is this funding freeing up previously budgeted revenue streams (other funds, local funds such as GPR or realignment)?
 - a. No, this funding does not require B-29 waiver. The budget and workplan are based on deliverables, and not S&B costs.

In addition, please confirm the below items have been reviewed as applicable:

Back-up documentation as noted below, included in submission to ABO

• **Back-up documentation includes:**

- All Submissions
 - Grant Award/Revenue Agreement/MOU/MOA
 - Grant Award/Revenue Agreement Checklist
 - Budget
 - Revenue Fact Sheet
 - B-29 Template

- *If \$250K (or Over) Annually – Include Board Letter & Minute Order*

ABO REVENUE AGREEMENT/MOU/MOA REVIEW FORM

- *If Under \$250K Annually:*
 - Letter to Agency Director
 - Agency Director Letter to COB
 - If applicable, include B-29 Statement



COSD CLERK OF THE BOARD
2026 APR 20 AM 9:43

17 #5

HEALTH AND HUMAN SERVICES AGENCY

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

ELIZABETH A. HERNANDEZ, Ph.D.
INTERIM DEPUTY CHIEF
ADMINISTRATIVE OFFICER

JENNIFER BRANSFORD-KOONS
INTERIM CHIEF
OPERATIONS OFFICER

March 25, 2026

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

FROM: Elizabeth A. Hernandez, Ph.D., Interim Deputy Chief Administrative Officer
Health and Human Services Agency

ACCEPTANCE OF MODIFIED GRANT AGREEMENT PO8787 WITH COUNCIL OF STATE & TERRITORIAL EPIDEMIOLOGISTS FOR THE CENTERS OF DISEASE CONTROL AND PREVENTION FOR EXPANDING INFLUENZA TESTING OF BORDER AND RURAL AREAS

1. **Action Required:**

- a. Review and sign modified Subrecipient Agreement to extend funding from the Council of State & Territorial Epidemiologists (CSTE) for influenza surveillance.

2. **Background and Expected Outcome:**

- a. On April 7th, 2025, Public Health Services was awarded a grant by CSTE titled, Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health (CFDA# 93.421).
- b. A waiver of B-29 was approved on July 15, 2025, for \$15,217.00 unrecoverable costs for the life of the agreement.
- c. This grant agreement supports Public Health Services' influenza surveillance efforts by expanding testing capacity of samples from border/rural areas of the County, enhancing sequencing capabilities for samples that do not subtype as seasonal influenza, providing timely results to mitigate spread of new or emerging influenza viruses such as H5/bird flu.
- d. The grant agreement applies to *Live Well San Diego* by building better health and ensuring communities are healthy, safe and thriving.
- e. Term of Agreement has been revised to: February 14, 2025 – June 30, 2026.
- f. Fiscal Impact: \$105,000 in total funding for expenditure through June 30, 2026.
 - i. The grant will continue to replace existing realignment dollars through June 30, 2026, including \$50,025 in Salaries & Benefits and \$44,333 in Services & Supplies resulting in EISB allocated realignment savings.
 - ii. Unrecoverable B-29 costs of \$15,217 for the life of the agreement will be covered with existing Health Realignment. The FY 25-26 unrecoverable B-29 costs are \$4,868.

3. **Reason(s) for Requested Action:**

- a. Clerk of the Board signature is required to accept extended funding and amended agreement.
- b. Requesting two copies of the agreement to be signed: one copy to be kept on file with COB.

For more information about this agreement, please contact Antonia Romero by email at Antonia.Romero@sdcountry.ca.gov or by phone at (619) 940-3448.

Respectfully,

Elizabeth A.
Hernandez, Ph.D.

Digitally signed by Elizabeth A.
Hernandez, Ph.D.
Date: 2026.04.16 15:59:47 -07'00'

ELIZABETH A. HERNANDEZ, Ph.D.
Interim Deputy Chief Administrative Officer
Health and Human Services Agency



AMENDMENT I TO COST REIMBURSABLE SUBAWARD AGREEMENT

This Amendment I, effective as of **December 31, 2025**, is hereby made a part of and incorporated into the Cost Reimbursable Subaward Agreement, effective as of February 14, 2025, (the "Subaward Agreement") that was executed by and between **Council of State and Territorial Epidemiologists** ("Recipient" or "CSTE") and **County of San Diego, Public Health Services** (the "Subrecipient"). Any terms or conditions not changed by this Amendment remain as provided in the Subaward Agreement.

The Subaward Agreement is hereby amended as follows:

1. **2 CFR Part 200 and 300 replacing 45 CFR Part 75.** As of October 1, 2025, the Subaward Agreement is subject to the provisions of 2 CFR 200 and 2 CFR 300, and any references in the Subaward Agreement to 45 CFR Part 75, shall be governed by the equivalent references in 2 CFR 200 and 300.
2. **Article VIII – Rights in Data, Publication and Copyright.** The academic acknowledgment is amended so that it reads, "This [project/publication/program/website, etc.] [is/was] supported by The Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the views of, nor an endorsement by, CDC/HHS, or the U.S. Government."
3. **Article XIV – Nondiscrimination, Anti-Racism and Affirmative Action is amended to be:**
Article XIV -- Anti Discrimination Compliance
Subrecipient certifies compliance with all federal anti-discrimination laws and understands that complying with those laws is a material condition. The Subrecipient hereby agrees that it will comply with:
 - Title VI of the Civil Rights act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80);
 - Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84);
 - Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86);
 - The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and
 - Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).
4. **PERIOD OF PROJECT PERFORMANCE:** This is a no-cost extension to the Subaward Agreement. The Period of Project Performance is amended from February 14, 2025-December 31, 2025, to February 14, 2025-June 30, 2026.

5. SUBAWARD TYPE AND AMOUNT: The Subaward Type and Amount remains unchanged, and shall not exceed \$105,000.00.

6. The Invoicing Schedule for PO8787 is amended. As the Subrecipient has submitted its first invoice to CSTE and that invoice was not for the Advanced Payment allowed in Attachment I of the Subaward Agreement, this paragraph is amended to remove the provision of the \$45,000.00 advanced payment and now reads:

4. Invoice Schedule for PO8787:

All invoices will include the PO number and a progress report demonstrating satisfactory progress towards outlined deliverables, and be submitted according to the following schedule:

Progress Report Description	Invoice and/or Progress Report Due Date*	Amount
n/a	Execution of Agreement	For expenses incurred February 14, 2025 – to date of Agreement Execution
Progress report #1 for work completed February 14, 2025-April 30, 2025	April 30, 2025	n/a
Progress report #2 for work completed throughout the project period of May 1, 2025-July 31, 2025	July 31, 2025	n/a
n/a	August 31, 2025	For expenses incurred from one day after the date of Agreement Execution 2025 – August 31, 2025
n/a	September 30, 2025	For expenses incurred September 1, 2025 – September 30, 2025
Progress report #3 for work completed throughout the project period of August 1, 2025-October 31, 2025	October 31, 2025	For expenses incurred October 1, 2025 – October 31, 2025
n/a	November 30, 2025	For expenses incurred November 1, 2025 – November 30, 2025
Progress report #4 for work completed throughout the project period of November 1, 2025 – December 31, 2025.	Dec 31, 2025	For expenses incurred December 1, 2025 – December 31, 2025
Progress report #5 for work completed throughout the project period of January 1, 2026 – March 31, 2026.	March 31, 2026	For expenses incurred January 1, 2026 –March 31, 2026
Final Progress report for work completed throughout the entire project period.	June 30, 2026	For expenses incurred April 1, 2026 –June 30, 2026
Total		Up to \$105,000.00

* Invoices must be submitted within 30 days of the Invoice Due Date.

Certification: Submission of final invoice serves as certification as required in 2 CFR 200.415 (a).

7. Timeline, Budget, and Deliverables: Subrecipient will meet the objectives of the project by completing the deliverables and activities as described in Attachment I to the Subaward Agreement in accordance with the amended End Date.

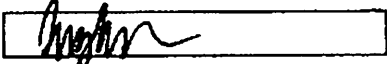

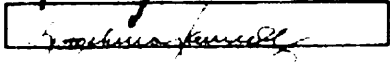
**Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date:	05/01/2025	Department:	HHSA - Public Health Services, EISB		
Contract Begin Date:	02/14/2025	End Date:	12/31/2025	Grant:	Yes
*Oracle Award #		Org #:	45080	Amount:	105,000.00
Contact Person:	Luke Dela Calzada		Phone #:	(619) 309-7800	
Contracting Agency/Grantor:	Council of State & Territorial Epidemiologists				
Description:	Federal subaward to expand influenza surveillance testing capacity of border and rural areas. Includes funding for County staff salaries and benefits.				

- 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: Hernandez, Elizabeth A. Digitally signed by Hernandez, Elizabeth A
Date: 2025.06.26 17:29:19 -0700 Date: 06/26/2025

Approved By:

Group Finance Director		Date	7/9/25
County Counsel:	Anjana.Pottathil@sdcoo-nty.ca.gov <small>Digitally signed by Anjana Pottathil@sdcoo-nty.ca.gov Date: 2025.05.21 12:09:19 -0700</small>	Date	
Chief Administrative Officer:	 bmv	Date:	7/10/25
Office of Financial Planning:		Date:	7/14/2025

* 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

OFF USE ONLY	
Init	TK
OFFP#	26 04

B-29 Costs

Staffing	
Salaries	29,552
Benefit @ 68.76% (FY 25/26)	20,320
TOTAL S&B	49,871

Services and Supplies	
Office supplies	44,333
Telecom	
IT	
Contract Costs	
Travel	1,250
Contract ISF	
Rent	
Utilities	
Other	
TOTAL S&S	45,583

*lab supplies

TOTAL DIRECT COSTS	95,455
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INDIRECT COSTS	
Internal Indirects	12,617
External Indirects	1,795
TOTAL INDIRECTS	14,413

PROGRAM INDIRECT RATES*	
Internal Rate	25.30%
External Rate	3.60%

*Contact Fiscal Services, Putheara Khy (619-952-3858) for your program's rates

TOTAL COSTS (B20+B26)	109,867
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REVENUE	
Direct Revenue Allowed	95,455
Indirect Revenue Allowed	9,545
TOTAL REVENUE	105,000

Unrecovered Direct Cost	-
Unrecovered Indirect Cost	4,868
Total B-29 Costs	4,868

Revenue Located

Low Org	45080
Revenue Account	45755



COST-REIMBURSABLE SUBAWARD AGREEMENT

<p>RECIPIENT: Council of State & Territorial Epidemiologists (CSTE) 2635 Century Parkway NE, Suite 700 Atlanta GA 30345 3112</p> <p>Federal Awarding Agency: Centers for Disease Control and Prevent on Recipient Federal Award No. NU38PW000005 CFDA# 93.421 Title: Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health</p> <p>Purchase Order No. 8787</p>	<p>SUBRECIPIENT: County of San Diego, Public Health Services 3255 Camino del Rio S Mail stop P577 San Diego, CA 92108 619-673-7066</p> <p>Unique Entity ID: KTWAJNF45JES</p> <p>SUBRECIPIENT FISCAL AGENT: Tony Pham 619-481-1810 Toan.Pham@sdcounty.ca.gov</p>
<p>CSTE AUTHORIZING OFFICIAL: Janet Hamilton, MPH Executive Director</p>	<p>SUBRECIPIENT AUTHORIZING OFFICIAL: Andrew Potter Clerk of the Board of Supervisors</p>
<p>CSTE PROJECT MANAGER: Rachel Radcliffe, DVM, MPH Senior Program Analyst rradcliffe@cste.org</p>	<p>SUBAWARD PRINCIPAL INVESTIGATOR (PI): Emily J. Trumbull, DVM Veterinarian Emily.trumbull@sdcounty.ca.gov</p>
<p>PROJECT/PRODUCT DESCRIPTION (See Article I and Statement of Work, Attachment I for details):</p> <p>Recipient hereby awards a cost reimbursable Subaward (as determined by 45 CFR, Part 75), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment I</p> <p>The Project is described as: Building Capacity to Implement a One Health Approach to Address Zoonoses and Enhanced Surveillance for Human Infection with Highly Pathogenic Avian Influenza A(H5N1) Viruses</p> <p>The purpose of this project is to identify and implement strategies to enhance surveillance for human infections with highly pathogenic avian influenza (HPAI) A(H5N1) viruses. The impact of these strategies and activities is meant to provide a better understanding regarding the threat HPAI A(H5N1) viruses pose to public health.</p> <p>Is this an award for research and development? No</p>	
<p>DELIVERABLES: See Attachment I for details.</p>	
<p>PERIOD OF PROJECT PERFORMANCE: Start Date: 2/14/2025 End Date:12/31/2025</p>	
<p>SUBAWARD TYPE AND AMOUNT: Cost Reimbursement Agreement shall not exceed \$105,000.00 (See Article II & III)</p>	



PAYMENT TERMS (See Article III): Note: Payment will only be made upon receipt and approval of invoice, subject to availability of funds from the Federal Awarding Agency

Subrecipient shall submit invoices for allowable costs incurred per the schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and 45 CFR 75.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include detailed expenditures by budget line item; current and cumulative costs breakdown by budget line item per submitted budget; and the Purchase Order (PO) number. Invoices that do not reference PO number may be returned to Subrecipient. Submission of the final invoice serves as certification as required in 45 CFR 75.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables. Invoices and questions concerning invoice receipt or payments shall be directed to the Party's Project Manager or PI.

Both Parties acknowledge that payment to Subrecipient shall be contingent upon the availability of funds from the Federal Awarding Agency. This Agreement may be terminated in CSTE's sole discretion in the event that funds under the prime Cooperative Agreement related to this Agreement are discontinued, disrupted, terminated or suspended by the Federal Awarding Agency for any reason. Such termination will take effect upon receipt of written notice to the Subrecipient from CSTE. Upon termination or suspension, CSTE shall not be liable to Subrecipient for any outstanding costs or commitments entered into by the Subrecipient as a result of this Agreement.

TERMS AND CONDITIONS: See Articles I through XXVIII included as a part of this Agreement for applicable Terms and Conditions

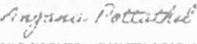
IN WITNESS WHEREOF, each Party certifies by its undersigned authorized agent that they have read this Subaward Agreement, including its Terms and Conditions and all referenced Attachments, and agree to be bound by it. Upon execution by both Parties, the Subaward Agreement is effective as of the Period of Performance Start Date.

 <p style="text-align: center;">7/22/2025</p> <hr/> <p>Janet Hamilton, MPH Executive Director Council of State & Territorial Epidemiologists</p>	<p style="text-align: center;">DATE</p>	 <p style="text-align: center;">7/15/25</p> <hr/> <p>Andrew Potter Clerk of the Board of Supervisors County of San Diego, Public Health Services</p>	<p style="text-align: center;">DATE</p>
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Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By:  Date: 07/15/25
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: 
SENIOR DEPUTY COUNTY COUNSEL

SUBAWARD TERMS AND CONDITIONS

Article I – Statement of Work

More details are set forth in Subrecipient's Statement of Work as appended hereto as Attachment I.

Article II – Cost

- A. This is a Cost Reimbursement subaward that shall not exceed \$105,000.00 unless changed by written amendment to this Agreement. Payments will only be made for actual costs incurred.
- B. All funding shall be contingent upon the availability of funds from the CDC (*Cooperative Agreement No. NU38PW000005*).
- C. Subrecipient agrees to comply with all requirements, rules and regulations of 45 CFR Part 75.
- D. Subrecipient agrees to abide by the Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning of the date of the period of the performance or as amended found at: <https://www.cdc.gov/grants/federal-regulations-policies/index.html>
- E. Subrecipient is subject to audit requirements as set forth in 45 CFR Part 75, Subpart F (see Article XXII-Financial Audit).
- F. Title to equipment as defined in 45 CFR §75.320 that is purchased or fabricated with award funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 45 CFR §75.320.
- G. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- H. CSTE hereby grants to Subrecipient the right to re-budget funds to the extent necessary, as described in the uniform guidance (45 CFR §75.308 and §75.407) to achieve the maximum benefit to the CSTE and in accordance with CDC Policy.

Article III - Payment

- A. Subrecipient agrees to provide at a minimum, either the annual (SF425) report due no later than 90 days after the end of the budget period, or a final expenditure report that details final and cumulative spend.
- B. Subrecipient shall submit invoices for allowable costs incurred per the invoice schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and §75.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include detailed expenditures by budget line item; current and cumulative costs breakdown by budget line item per submitted budget; and the Purchase Order (PO) number. Invoices that do not reference PO number may be returned to Subrecipient. Submission of the final invoice serves as certification as required in 45 CFR §75.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables.
- C. Invoices and questions concerning invoice receipt or payments shall be directed to the following contacts:

Rachel Radcliffe, DVM, MPH
Senior Program Analyst
Council of State and Territorial Epidemiologists
2635 Century Parkway NE.,
Suite 700
Atlanta, GA 30345-3112
rradcliffe@cste.org

- D. Subject to availability of funds, electronic bank-to-bank payment (automated clearing house, or ACH Payment) shall be made by CSTE to the Subrecipient within thirty (30) days of receipt of an accepted invoice. However, CSTE reserves the right to delay payment without liability beyond these thirty days if such delay is the result of suspension, disruption or termination of funding to CSTE from the Federal

Awarding Agency. In the event of a payment delay, CSTE will notify the Subrecipient of the delay and provide an estimated timeframe for payment if such information is available to CSTE. Subrecipient shall deliver to CSTE the ACH Payment details in a completed CSTE ACH Payment banking form ("ACH Payment Form") sufficiently in advance of such payment due date. CSTE is not responsible for any fees or other charges that the Subrecipient may incur from any bank or otherwise, as a result of using ACH Payment, or for any damages that may result from any bank's decision to withhold or delay the release of a payment. It is the Subrecipient's sole responsibility to ensure that the ACH Payment information CSTE has on record remains correct.

Article IV – COVID-19 Funded

The funds for this subaward are made available by the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); by which the:

- A. Subrecipient agrees to the following:
 - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
 - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction/or appropriate public health measures (e.g. social distancing, home isolation); and
 - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
- B. Subrecipient agrees to provide CDC copies of and/or access to COVID-19 data collected with these funds in accordance with 45 CFR 75.322.
- C. Subrecipient agrees and understands that the award is contingent upon agreement by the Recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19.
- D. To the extent applicable, Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19.

Article V – Publicity

No Party will use the name of the other Party in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Article VI – Governing Laws

This Agreement shall be governed and construed in accordance with laws of the State of Georgia.

Article VII – Regulatory Compliance

- A. If Subrecipient disburses any funds received pursuant to this award it must include all mandatory federal requirements in its subawards and contracts.
- B. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (uniform grant guidance), all relevant and applicable laws and regulations of federal, state, and local governments/agencies, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.
- C. If applicable, Subrecipient assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Subrecipient will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article VIII – Rights in Data, Publication, and Copyright

Subrecipient agrees that CSTE shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of

authorship, software, information and data solely conceived or developed by CSTE in the performance of the project and developed using CSTE facilities and personnel ("CSTE Technology"). CSTE agrees that Subrecipient shall own the entire right, title, and interest, including all patents copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient personnel, or conceived or developed using Subrecipient facilities under this Agreement ("Subrecipient Technology"). Additionally, the parties agree that they will jointly own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data jointly conceived or developed by the parties in the performance of the project ("Joint Technology").

Each Party further agrees to acknowledge the other Party's participation in the Project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Subrecipient, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information: "This publication (journal article, etc.) was supported by Cooperative Agreement number NU38PW000005 from The Centers for Disease Control and Prevention (CDC) and CSTE and does not necessarily represent the views of CDC and CSTE."

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Subrecipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Subrecipient and/or the Subrecipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Subrecipient and/or Subrecipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The Subrecipient must obtain prior approval from the CDC for any exception to this provision.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article IX – Intellectual Property

Each Party's existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall remain exclusively their own in accordance with 37 CFR Part 401. Any IP developed in whole or in part in connection with this agreement shall be jointly owned by both Parties. As such, Subrecipient, CSTE and CSTE's prime funder reserves a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and to authorize others to use the work for non-commercial purposes.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article X – Termination or Suspension

- A. Either Party may terminate this Agreement by giving written notice to the other Party fifteen (15) days in advance of a specified date of termination.
- B. If the prime Cooperative Agreement related to this Agreement has been suspended or terminated in whole or in relevant part by the Federal Awarding Agency, CSTE shall provide prompt written notice to Subrecipient regarding such notice from the Federal Awarding Agency. In the event of suspension or termination of the prime Cooperative Agreement related to this Agreement in whole or in relevant part, CSTE may terminate or suspend this Agreement immediately with notice to Subrecipient and without liability to Subrecipient. Such termination or suspension of this Agreement will take effect

upon receipt of written notice to Subrecipient from CSTE. In the event of termination or suspension, CSTE shall not be liable to Subrecipient for costs incurred prior to the effective date of suspension or termination, including uncancellable obligations.

- C. As of the effective date of any suspension or termination, Subrecipient will stop work and Subrecipient will not incur any new obligations related to this Agreement.
- D. If Subrecipient fails to perform to CSTE's satisfaction any material requirement of this Agreement or is in violation of a material provision of this Agreement, CSTE may either: (a) terminate the Agreement with written notice, effective immediately or (b) enforce the terms and conditions of the Agreement.
- E. Upon receipt of such notice of termination or suspension from CSTE, Subrecipient shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Agreement and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- F. CSTE shall remain liable for all allowable costs incurred under this Agreement, including any of the above-mentioned commitments entered into by Subrecipient in good faith prior to the receipt of the termination notice, unless such termination is the result of a material breach by the Subrecipient or is the result of termination, suspension or disruption of funding under the prime Cooperative Agreement related to this Agreement by the Federal Awarding Agency. Upon payment of such costs, CSTE shall be entitled to, and Subrecipient agrees to deliver, the information and items, which, if the Agreement had been completed, would have been required to be furnished to CSTE.

Article XI – Non-Solicitation Agreement

During the term of this Agreement and for one (1) year thereafter, Subrecipient will not offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE, without first obtaining the written consent of applicable CSTE Managing Directors.

Article XII – Independent Contractor

- A. In the performance of all services hereunder, neither Party shall be deemed to be an employee of the other Party.
- B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of any other. Moreover, the Parties agree that CSTE does not dictate or interfere with how Subrecipient manages their business. Subrecipient, at all times, retains the right to work for others. As provided under the Department of Labor's Fair Labor Standards Act guidance, Subrecipient retains full management of its business, including: 1. Its ability to manage its business for profit or loss 2. the sole responsibility for investing capital into its business and exploring opportunities to expand its market base. The Subrecipient's relationship with CSTE will not extend beyond the Period of Performance of this Agreement. The Subrecipient is engaging in work that is incidental to CSTE's overall mission or business. The Subrecipient is entering into this Agreement fully skilled and able to perform the obligations under this Agreement. The Subrecipient is the sole determinator of its business (hours of work, marketing, workspace, equipment, supplies, taxes and insurance etc.

Article XIII – Indemnification

- A. CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act or omission of Subrecipient, and shall indemnify and hold Subrecipient harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. Subrecipient assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of any act or omission of CSTE, and shall indemnify and hold CSTE harmless from all liability arising out of acts or omissions of Subrecipient, its employees and agents.

Article XIV – Nondiscrimination, Anti-Racism and Affirmative Action

Subrecipient acknowledges and agrees that it has implemented, or will commit to implement, policies strictly prohibiting discrimination, harassment, and bullying based on race, color, or national origin, including as it relates to hiring, promotion, pay, benefits, and other employment-related activities.

Subrecipient certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following Acts:

- Title VI of the Civil Rights Act of 1964
- Executive order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972.

Article XV – Subrecipient Certifications

A. Debarment and Suspension (45 CFR 75.113)

Subrecipient certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible or otherwise excluded from participation, by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

B. Certification of Non-Delinquency of Federal Debt

Subrecipient certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace

Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying (45 CFR, Part 93)

Subrecipient understands that all costs of influencing activities associated with obtaining grants, contracts, or cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published on February 26, 1990, including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996.

Subrecipient certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

E. Conflicts of Interest

The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

F. Misconduct in Science

Subrecipient certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Certification Against Prostitution and Sex Trafficking

Subrecipient certifies that none of the funds made available under this Agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when, proven effective, microbicides. 22 USC §§ 7601 et seq. ("the Leadership Act").

By accepting this award, the Subrecipient agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children as required by Section 7631(f).

The following definitions apply for purposes of the above provisions:

- i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
- iii. "Sex trafficking" the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

H. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Subrecipient shall comply with 45 CFR 75.329 and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain,
 - (2) Extend or renew a contract to procure or obtain, or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Article XVI – Changes

The Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

Article XVII – Retention and Access to Records

Subrecipient shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report. Any accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under the subaward; receipt and use of any goods and services acquired under the subaward, the costs of the program supplied from other sources, and progress under the Scope of Work in Attachment I. Where a record substantiates a type of expenditure (for example, receipts, invoices, time sheets etc.) that record will include a supporting receipt and have a dated ledger entry, list the payee and include an identifying memo and line item from the approved budget.

Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the pass-through entity, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

Subrecipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVIII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Agreement exceeds \$150,000, Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XIX – Debt Collection

HHS Claims Collection Regulations (45 CFR Part 30, Subpart B) provides for interest and penalties on all delinquent debts and will be applicable to this Agreement if debt collection becomes necessary.

Article XX – Smoke-Free Workplace

Subrecipient agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public spaces.

Article XXI– Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)

Subrecipient must disclose, in a timely manner in writing to CSTE (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (45 CFR 75.113)

Disclosures must be sent in writing to the CSTE and to the HHS OIG at the following addresses:

CSTE Office of Grants and Contracts:

ATTN: Jackie McClain, Director, Grants and Contracts
2635 Century Parkway Suite 700
Atlanta GA 30345
Email: jmclain@cste.org

U.S. Department of Health and Human Services Office of the Inspector General:

ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201
Fax: (202)-205-0604 (include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Article XXII – Financial Audit

Subrecipient is subject to audit requirements as set forth in 45 CFR Part 75, Subpart F.

Per 45 CFR 75.501-75.512, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access as required and as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Article XXIII – Monitoring Plan and Reporting

CSTE will monitor Subrecipient to ensure compliance with program requirements and identify any failures in the administration and performance of the Agreement.

These reports to be submitted at least on a quarterly basis, or as defined in Attachment I, shall address work plan project activities for the previous time period, progress status, and any potential problems. In addition, Subrecipient shall report significant problems that impact the progress of scheduled work as these problems are encountered (i.e., commensurate with or independent of the quarterly progress reports, as necessary). Subrecipient shall communicate in advance anytime there will be a delay in the timeliness of reporting or a change in the PI. To the extent that CSTE requires additional information to be included in these reports, it must request such information from Subrecipient not less than ten (10) days before the report is due.

Article XXIV-Risk Assessment, Specific Conditions and Remedies

CSTE has conducted a risk assessment and determined the Subrecipient's level of risk as Low. Risk assessments may be repeated throughout the project period and may be conducted by a CSTE third party agent. If the risk assessment level is concluded to be high at any time, CSTE may require additional conditions and reporting requirements by the Subrecipient per 45 CFR 75.207.

In the event of noncompliance or failure to perform, CSTE has the authority to apply remedies, as defined in the Uniform Guidance (45 CFR 75.371), including, but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate.

Article XXV- Closeout of Award

CSTE will close out the award when it determines that all applicable administrative actions, all required work of the Agreement have been completed and all deliverables have been submitted by the Subrecipient. Closeout procedures will be in accordance with 45 CFR 75.381 and 75.386. Activities during the close-out period may include, but are not limited to:

- A. CSTE must promptly pay all allowable costs
- B. The Subrecipient must reconcile all cost or expenditure discrepancies
- C. The Subrecipient must submit all financial, performance, and other reports by the due dates specified in Attachment I of this Agreement
- D. The Subrecipient must promptly refund to Recipient any balances of unobligated cash
- E. The Subrecipient must fulfill its audit responsibilities as specified in Article XXII above.
- F. Subrecipient must finalize provisional indirect cost rates, if applicable, as specified in Attachment I of this Agreement ("Indirect Costs")
- G. Subrecipient agrees to provide at a minimum, either the annual (SF425) report due no later than 90 days after the end of the budget period, or a final expenditure report that details final and cumulative spend.

Article XXVI – Confidentiality

Both Parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

Article XXVII – Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXVIII - Warranty

Subrecipient shall provide that any services provided under this Agreement will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Agreement shall meet the merchantability and fitness standards for the intended purpose.

[END OF TERMS AND CONDITIONS]



ATTACHMENT I to COST-REIMBURSABLE SUBAWARD AGREEMENT

1. **Name** County of San Diego, Public Health Services (“COSD, PHS” or “Subrecipient”)
2. **Method of Selection:** Competitive Funding Opportunity Announcement
3. **Period of Performance:** 2/14/2025 To 12/31/2025
4. **Invoice Schedule for PO 8787:**
 To best support the objectives of this project and to optimize the likelihood of the project’s success, CSTE is providing an initial payment to the Subrecipient. The Subrecipient will provide CSTE with actual expenses for each Invoice Due Date period, per the table below. Once the initial payment of \$45,000.00 is drawn against, CSTE will pay for actual expenses incurred and submitted by invoice through to the end of the Period of Performance. The initial \$45,000.00 is needed to support the project and is determined to be reasonable based on CSTE’s historical knowledge. All invoices will include the PO number and, when requested below, a progress report demonstrating satisfactory progress towards outlined deliverables, and will be submitted according to the following schedule:

Progress Report Description	Invoice and/or Progress Report Due Date*	Amount
n/a	Execution of Agreement	\$45,000.00 to cover expenses incurred to date in addition to providing upfront support for costs related to project activities. Invoice will list expenses incurred February 14, 2025 – to date of Agreement Execution
Progress report 1 for work completed February 14, 2025-April 30, 2025	April 30, 2025	n/a
Progress report 2 for work completed throughout the project period of May 1, 2025-July 31, 2025	July 31, 2025	n/a
n/a	August 31, 2025	For expenses incurred from one day after the date of Agreement Execution – August 31, 2025
n/a	September 30, 2025	For expenses incurred September 1, 2025 – September 30, 2025
Progress report 3 for work completed throughout the project period of August 1, 2025-October 31, 2025	October 31, 2025	For expenses incurred October 1, 2025 – October 31, 2025
n/a	November 30, 2025	For expenses incurred November 1, 2025 – November 30, 2025

Final progress report for work completed throughout the entire project period.	Dec 31, 2025	For expenses incurred December 1, 2025 – December 31, 2025
Total		Up to \$105,000.00

* Invoices must be submitted within 30 days of the Invoice Due Date.

Certification: Submission of final invoice serves as certification as required in 45 CFR 75.415 (a).

5. Scope of Work:

- a. **Objectives:** To lead the development of surveillance strategies to better understand the threat HPAI A(H5N1) viruses pose to public health. This will be accomplished by:
 - i. Developing and implementing surveillance methods focused on identifying HPAI A(H5N1) infections in humans;
 - ii. Engaging with other awardees in a community of practice.

- b. **Deliverables:** The Subrecipient, in collaboration with County of San Diego Public Health Nurses, County of San Diego Public Health Laboratory (PHL), and the County of San Diego PHL Gen Epi team, will:
 - i. Rapidly sample and test people who become symptomatic within the specified timeframe after exposure to HPAI-infected animals.
 - ii. Expand respiratory virus surveillance of persons with acute respiratory illness in different care settings to include:
 - 1. Identifying healthcare providers serving border and rural populations;
 - 2. Aliquoting subsamples from influenza A positive specimens sent by the identified healthcare providers;
 - 3. Performing influenza A and H5 qPCR on subsamples;
 - 4. Performing sequencing on H5 positive specimens or specimens that do not subtype
 - 5. Using results of H5-positive subtyping and viral sequencing to follow up on human cases and conduct post-exposure monitoring of close contacts.
 - iii. Attend all scheduled check-in calls and all-site calls with other subawardees, CSTE, and CDC.
 - iv. Attend an in-person One Health Summit, if held, to share activities and engage stakeholders in discussions (tentatively scheduled for July 2025 in Atlanta, GA).

- 6. **FFATA Form:** The Subrecipient’s FFATA form is included and forms part of this Agreement as Attachment II.
- 7. **Itemized Budget:** The Subrecipient’s Itemized Budget is included and forms part of this Agreement as Attachment III.
- 8. **Indirect Cost Rate:** The Subrecipient’s is applying the de minimis rate for indirect.

9. Method of Accountability, Monitoring Plan & Reporting: Monitoring activities will include at a minimum:

- a. Reviewing Subrecipient written progress reports created using the provided template and submitted to Rachel Radcliffe at rradcliffe@cste.org according to the Invoice Schedule outlined above in Paragraph 4.
- b. Requiring prior written approval for changes in activities.
- c. Scheduled conference calls and use other means of communication such as email to monitor progress.
- d. Site visits to review and evaluate performance, if needed.

10. Roles and Responsibilities

- a. **CSTE Responsibilities:** During the established project period, CSTE will:
 - i. Serve as the Subrecipient's principal point of contact.
 - ii. Monitor the terms of the Agreement.
 - iii. Fund according to the terms of the Agreement.
 - iv. Provide information about the progress of the program to the CSTE Executive Board.
- b. **Subrecipient Responsibilities:** The Subrecipient will have primary responsibility for the following:
 - i. Providing updates to CSTE about the project progress as needed.
 - ii. Completing the interim and final progress reports and other deliverables as described in the Agreement.
 - iii. Any information and communication technology which forms part of final deliverables provided hereunder must be 508 compliant. Final deliverables must fully conform to applicable revised 508 compliance standards prior to delivery to CSTE. For more information on 508 compliance visit: <https://www.section508.gov/manage/laws-and-policies/>
 - iv. Invoicing CSTE according to the terms of the Agreement.

ATTACHMENT II

Federal Funding Accountability and Transparency Act Reporting Requirement

To be completed by CSTE

Award Recipient's Name: County of San Diego, Public Health Services

Amount of Award (obligated amount): \$105,000.00

Funding Agency and Program Source: CDC, Cooperative Agreement No. NU38PW000005

CFDA Number: 93.421

Award Title Descriptive of the Purpose of the Funding Action: One Health Capacity Building to Address Zoonoses & Enhanced Surveillance for Human Infection with HPAI A(H5N1) Viruses

To be completed by Recipient

Recipient's Location (Address): 3255 Camino del Rio S, Mail stop P577

San Diego, CA 9-digit Zip Code: 92108-3806

Recipient's Congressional District: 51st

Recipient's Place of Performance (If different from location above): _____

_____ 9-digit Zip Code: 92108-3806

Recipient's Place of Performance Congressional District: _____

Recipient's Unique Entity ID (SAM): KTWAJNF4SJE5

Recipient's Unique Entity ID of Parent Organization [if applicable] (SAM): _____

In order to determine whether you are required to provide executive compensation data, please answer the following question(s):

1. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a Unique Entity ID (SAM), belongs) receive:

a. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?.

Yes No

b. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes No

If you selected "Yes" for both a and b, please answer number 2 below. If you selected "No" for either or both a and b, you are finished completing this form.

2. Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a Unique Entity ID (SAM) belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If you selected "Yes", you are finished completing this form. If you selected "No", please provide the Names and Total Compensation for your five highest compensated executives (i.e. officers, managing partners, or any other employees in management positions):

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____

Name: _____ Total Compensation: \$ _____

ATTACHMENT III ITEMIZED BUDGET

Workstream 2 Budget Total	
Budget Portion	Cost (\$)
Personnel (Salary and Fringe Benefits)	\$50,025.15
Travel (Meeting)	\$1,096.00
Laboratory Supplies with Assay Validation	\$44,333.40
TOTAL DIRECT COSTS	\$95,454.55
Indirect Costs (10%)	\$9,545.45
GRAND TOTAL	\$105,000.00



REVENUE AGREEMENT/GRANT/MOU CHECKLIST
(To be completed by Region/Division)

TYPE Revenue Agreement Application Due Date Estimated Date of Approval

1. Revenue Agreement/Grant/MOU Title: CDC CSTE Subgrant Flu Testing PO8787

2. Summarize purpose of Revenue Agreement/Grant/MOU: Expand influenza surveillance testing capacity of border and rural areas. Includes funding for County staff salaries and benefits.

3. What is the key Strategy Initiative(s)? Health

4. Why should HHS pursue this funding source? New and emerging influenza viruses have pandemic potential.

5. Full Cost Recovery? Yes Waiver requested

6. Enter Distribution Amount: Total \$ \$105,000.00
Direct \$95,454.55
External Indirect \$0.00
Internal Indirect \$9,545.45

7. Annual \$ distribution? Term Other

Total \$ \$105,000.00
Year 1 \$105,000.00
Year 2
Year 3
Year 4
Year 5
More Than 5 Years? Match or MOE requirement? Match Inkind

8. Board date and minute order #: Not required

9. Revenue Agreement/Grant/MOU funds: Salaries & Benefits Services & Supplies Contracts Fixed Assets

10. Comments:

11. Contact Information: Name Antonia Romero, Admin Analyst III, HHS-PPS-EISB
Phone Number (619) 940-3448

Submit by Email
Clear Form



County of San Diego Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: 45755

1. Department ORG: # A5940 Department Name: HHSA

Contact Person: Luke Dela Calzada Phone: (619) 309-7800

Low Org: # 45080 (optional)

2. Requested Revenue Account Title: FED HHS 93.421 STRENGTHEN PH SY

3. Anticipated Annual Revenue: \$ 105,000

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:

B. Authority: Admin Article VIII, Sec.123(a)(1)

C. Form of Revenue: Grant Subvention Fee License Contract Other

If Fee or License, indicate amount: \$ _____

Please Explain:

D. Service Provided: Expand influenza testing capacity of both animals and exposed humans. Includes funding for County staff salaries and benefits.

E. Means of Projecting for Budget (formula used): Annualized Gross Rate (D) + (Actual costs of supplies) + (Estimat

F. How is the Revenue Received: Reimbursements Advances Other

Please Explain:

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

Please Explain:

6. Cost Recovery: Full Recovery A-87 Other

Please Explain:

Indirect costs will not be fully recovered due to award 10 % de minimis rate, compared to Low Org internal indirect rate of 37.7% and external indirect rate of 11.8%.

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Luke Dela Calzada

Digitally signed by Luke Dela Calzada
Date: 2025.05.02 15:39:10 -07'00'

Date: May 1, 2025



COSD CLERK OF THE BOARD
2026 APR 29 PM 3:14

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Aircare Ambulance to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *one copy to Mayla Alvaro at 0-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Aircare Ambulance

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	29,005.20
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Aircare Ambulance				
Description:	RCS Customer Agreement to provide radio access for 30 radios at \$80.57 per radio per month.				

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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Karue Salva</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>[Signature]</u>	Date:	<u>4/24/2026</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 Supervisors
 - Revenue or Grant Agreement

OFF USE ONLY	
Init: <u>TK</u>	OFF#: <u>26-77</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
--	--	-------------------------------

Subject:

RCS Customer Agreement for Aircare Ambulance

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>QPI</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Aircare Ambulance to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Keeping the Peace Since 1850

Post Office Box 939062 • San Diego, California 92193-9062

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Aircare Ambulance
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and Aircare Ambulance referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Recitals:**

The Recitals identified above are incorporated to this Agreement.

2. **System Operation:**

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. **Governance:**

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. **Authorized Uses:**

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. **Prohibition from Selling RCS Service:**

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. **Confidentiality of Radio Programming:**

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. **Radios:**

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 30 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. *Payment of Fees:*

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. *Non-Payment Procedure:*

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. *Cost of Connection to RCS:*

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. *Network Access Priority:*

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Regional Communications System
Customer Agreement
Aircare Ambulance

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Geoff Field
Aircare Ambulance
2105 Camino Vida Roble Ste. A
Carlsbad, CA 92011

Email: gfield@aircareambulance.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

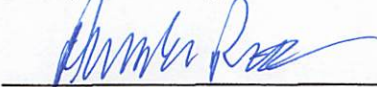
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 4/29/26

Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 4/16/26

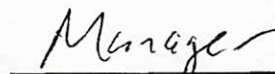
APPROVAL:
Aircare Ambulance



Signature



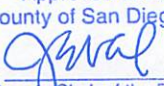
Print Name



Title

Date: 2/19/26

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 4/29/26
Deputy Clerk of the Board Supervisors



COSD CLERK OF THE BOARD
2026 APR 29 PM 3:14

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Brougham Ambulance to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Brougham Ambulance

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	29,005.20
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Brougham Ambulance				
Description:	RCS Customer Agreement to provide radio access for 30 radios at \$80.57 per radio per month.				

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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Karena Galva</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>[Signature]</u>	Date:	<u>4/24/2026</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 Supervisors
- Revenue or Grant Agreement

OFF USE ONLY	
Init: <u>TK</u>	OFF#: <u>26-78</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
--	--	-------------------------------

Subject:

RCS Customer Agreement for Brougham Ambulance

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>QMP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Brougham Ambulance to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Keeping the Peace Since 1850

Post Office Box 939062 • San Diego, California 92193-9062

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Brougham Ambulance
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Brougham Ambulance** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Recitals:**

The Recitals identified above are incorporated to this Agreement.

2. **System Operation:**

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. **Governance:**

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. **Authorized Uses:**

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. **Prohibition from Selling RCS Service:**

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. **Confidentiality of Radio Programming:**

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. **Radios:**

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 30 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Regional Communications System
Customer Agreement
Brougham Ambulance

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Avetis Aleksanyan
CEO
Brougham Ambulance
17430 Chatsworth St., Unit 3
Granada Hills, CA 91344

Tel No: (310) 365-0512
Email: broughamambulance@gmail.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

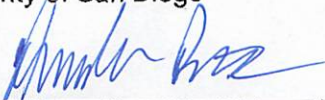
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 4/29/26

Approved as to form and legality:
Office of the County Counsel



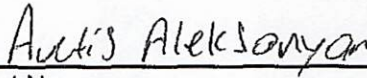
Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
Brougham Ambulance



Signature



Print Name



Title

Date: 02/18/26

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 4/29/26
Deputy Clerk of the Board Supervisors

COSD CLERK OF THE BOARD
2026 APR 16 PM3:29



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 7, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

REVENUE CONTRACT BETWEEN THE CITY OF ENCINITAS 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 City of Encinitas and the County of San Diego, Sheriff's Office, for the Flock Safety Automated License Plate Recognition Camera Program from April 21, 2026 through April 20, 2031.

The value of this contract will not exceed \$249,999.99. The exact amount will be determined by the amount of cost for actual usage.

Please execute, email a copy, and return one (1) copy of the enclosed revenue agreement to the address below.

Sheriff's Office
Contracts Mgt. Procurement
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.

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

Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: 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: OFP#:



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

From: Rina Molina (858) 289-9905	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: April 7, 2026
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Subject:
Flock Safety Automated License Plate Recognition Camera Program - City of Encinitas, from April 21, 2026 through April 20, 2031.

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts & Grants Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. 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, Supervising Deputy County Counsel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 checked="" type="checkbox"/>
7. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:
Please email a copy and return one (1) signed copy of the agreement to Rina Molina, Contracts Mgt. Procurement, Mail Stop: 041; Rina.Molina2@sdsheiff.gov.

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 7, 2026

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

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

REVENUE CONTRACT BETWEEN THE CITY OF ENCINITAS 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 City of Encinitas to provide law enforcement services for the Flock Safety Automated License Plate Recognition Camera Program, from April 21, 2026 through April 20, 2031.

The value of this contract will not exceed \$249,999.99. 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 protection from crime through directly providing law enforcement services to the City of Solana Beach which helps to ensure a safer environment and the surrounding communities.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink, appearing to read "Dane Gapuz", with a long horizontal stroke extending to the right.

Dane Gapuz, Contracts & Grants Manager
Sheriff's Office

**Memorandum of Understanding
Between
The County of San Diego Sheriff's Office and the City of Encinitas**

For the Flock Safety Automated License Plate Recognition Camera Program

Parties

This Memorandum of Understanding ("MOU") is made between the County of San Diego Sheriff's Office ("SHERIFF") and the City of Encinitas, a California municipal corporation and charter city ("CITY"). The parties to this MOU may be referred to herein collectively as the "Parties" or individually as a "Party".

Recitals

WHEREAS, the SHERIFF utilizes Flock Safety's automated license plate recognition cameras ("PROGRAM") to assist with investigations including but not limited to missing and/or abducted people, serious violent felonies, thefts and series related crimes; and

WHEREAS, the City desires to cooperate with the SHERIFF in implementing the PROGRAM.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, the Parties hereto agree as follows:

- 1 Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference.
- 2 Responsibility of SHERIFF: SHERIFF agrees to manage PROGRAM. This includes utilizing Flock Safety's hardware and software to aid in public safety efforts. SHERIFF will maintain communication with Flock Safety as it pertains to maintenance of the hardware and software. SHERIFF agrees to obtain all necessary approvals and permits from CITY to mount PROGRAM hardware on CITY infrastructure.
- 3 Responsibility of CITY: CITY authorizes SHERIFF to utilize CITY infrastructure for mounting of PROGRAM hardware. CITY agrees to grant all necessary approvals and permits to SHERIFF to mount PROGRAM hardware on CITY infrastructure at no cost to the SHERIFF. CITY authorizes SHERIFF to operate the PROGRAM within CITY boundaries.
- 4 Administration of MOU: Each Party identifies the following individual to serve as the authorized administrative representative for that Party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change shall become effective upon the receipt of such written notice by the other Party to this MOU. Notice of the authorized representative shall be sent to each Party as follows:

Sheriff Representative	City Representative
Shane Watts Captain 175 N. El Camino Real Encinitas, CA 92024 760-966-3500 Shane.Watts@sdsheriff.org	Jennifer Campbell City Manager 505 S. Vulcan Ave. Encinitas, CA 92024 760-633-2600 jcampbell@encinitas.gov

5. **Representation:** The SHERIFF represents that it is operating PROGRAM in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted.
6. **Public Records Act:** SHERIFF and CITY are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). If either SHERIFF or CITY are subject to a CPRA request from a third party for records related to the PROGRAM, SHERIFF will be solely responsible for responding to the CPRA request for records in SHERIFF's possession and producing the relevant records. As it relates to SHERIFF documents, SHERIFF shall determine, at its sole discretion, whether information requested is or is not subject to disclosure under the CPRA. As it relates to documents solely in the possession of CITY, CITY will determine whether information requested is or is not subject to disclosure under the CPRA and produce the relevant records, after consulting with SHERIFF if necessary.
7. **Indemnity:** SHERIFF hereby agrees to defend and indemnify CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, to the extent arising out of the acts or omissions of SHERIFF in the performance of this MOU. 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 SHERIFF of any obligation imposed by this MOU. CITY shall notify SHERIFF promptly of any claim, action or proceeding and cooperate fully in the defense. This provision shall in no way modify or supersede the defense and indemnification provisions of Section VI of the Agreement between the City of Encinitas, the County of San Diego, and the San Diego County Sheriff for General and Specialized Law Enforcement and Traffic Services.
8. **Governing Law:** This MOU shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
9. **Third Party Beneficiaries Excluded:** This MOU is intended solely for the benefit of the SHERIFF and CITY. Any benefit to any third party is incidental and does not confer on any third party to this MOU any rights whatsoever regarding the performance of this MOU. Any attempt to enforce provisions of this MOU by third Parties is specifically prohibited.
10. **Amendments to MOU:** Any Party may propose amendments to this MOU by providing written notice of such amendments to the other Party. This MOU may only be amended by a written amendment signed by all Parties.
11. **Severability:** If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, 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 MOU shall be valid and enforced to the maximum extent permitted by law.

12. Full Agreement: This MOU represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.
13. Scope of MOU: This MOU 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 MOU.
14. Term: This MOU shall become effective on the date all the Parties have signed this MOU and shall continue for five (5) years.
15. Termination For Convenience: Any Party may, by written notice stating the extent and effective date, terminate this MOU for convenience in whole or in part, with a 30-day advance notice to the respective Parties.
16. Billing and Payment Terms: SHERIFF agrees to pay for the initial purchase of PROGRAM, including all fees for hardware and installation. Upon installation of PROGRAM, CITY agrees to reimburse the SHERIFF in full, via a monthly invoice for law enforcement services from the SHERIFF's Contracts Unit. CITY will be billed annually for operation of PROGRAM on the annual renewal date.
17. Counterparts: This MOU 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. The counterparts of this MOU and all other actions and documents executed in connection herewith may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. The Parties agree that the electronic signature of a Party to this MOU and any other actions and documents related to this MOU, shall be as valid as an original signature of such Party and shall be effective to bind such Party to this MOU. The Parties agree that any electronically signed document (including this MOU) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.
18. Representations and Warranties: Each of the Parties to this MOU represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Party's respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

IN WITNESS WHEREOF, this MOU is entered into by the SHERIFF and CITY by and through the signature of the Parties' authorized representative(s), all as set forth below.

COUNTY OF SAN DIEGO SHERIFF'S
OFFICE, a public agency

By: *Kelly A. Martinez*
Kelly A. Martinez, Sheriff

CITY OF ENCINITAS, a California
Charter City and municipal corporation

By: *Jennifer Campbell*
Jennifer Campbell, City Manager

Date: 4/7/2026

COUNTY OF SAN DIEGO

By: *Andrew Potter*
Andrew Potter, Clerk of the Board

Date: 4/16/26

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: *Jackie* Date: 4/16/26
Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY

By: *Mark Day*
Mark Day, Supervising Deputy County Counsel

Date: 4/16/26



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

COSD CLERK OF THE BOARD
2026 APR 21 PM 4:31

April 15, 2026

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Michael Baranic, Director of Legal Advisor
Office of the Sheriff, Sheriff's Office

A-45

O-41

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS RATIFICATION AND EXECUTION OF THE REVENUE AGREEMENT PURSUANT TO MINUTE ORDER (1), NOVEMBER 4, 2025

On November 4, 2025, under Minute Order (1), the County of San Diego Board of Supervisors approved the Memorandum of Understanding Agreements between the City of San Diego and County of San Diego. This request is to ratify and execute a five-year County Detention Facility Administrative Fee Agreement between the County of San Diego and the City of San Diego, for payment of a jail administrative fee by the City for booking and release of certain misdemeanor offenders for the period of July 1, 2023 through June 30, 2028.

This request will result in 2025 year costs and revenues of approximately \$455,854. Subsequent years costs and revenues, for the remainder of the Administrative Fee Agreement, are dependent upon the actual number of City misdemeanants booked and released by the Sheriff's Office and will be included in future Operational Plans. The funding source is revenue from the City of San Diego. There will be no change in net General Fund cost and no additional staff years.

This agreement supports the Community and Justice Initiatives in the County of San Diego's 2026-2031 Strategic Plan by ensuring that individuals charged with misdemeanor offenses are able to be booked into custody, which supports a fair and equitable justice system in the defense and prosecution of crimes, and helps to provide closure for victims.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink, appearing to read "Michael Baranic".

Michael Baranic
Director of Legal Affairs, Sheriff's Office

MB: jvf

Keeping the Peace Since 1850

Post Office Box 939062 • San Diego, California 92193-9062

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 04, 2025**

MINUTE ORDER NO. 1

SUBJECT: SHERIFF - APPROVE THE TERMINATION OF THE 30-YEAR JAIL OPERATING AGREEMENT AND THE 1994 AND 1998 JAIL MEMORANDUM OF UNDERSTANDING AGREEMENTS BETWEEN THE CITY OF SAN DIEGO AND COUNTY OF SAN DIEGO AND RATIFY AND APPROVE A NEW AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND COUNTY OF SAN DIEGO (DISTRICTS: ALL)

OVERVIEW

On March 22, 1994 (50), the Board of Supervisors approved a 30-year Memorandum of Understanding (MOU) between the City of San Diego (City), the City's Redevelopment Agency, and the County of San Diego (County) relating to the financing, construction, maintenance, and operation of a 900 bed, type-two detention facility, now known as the San Diego Central Jail which is located in the downtown area of San Diego. This MOU also outlined the operating agreement for Las Colinas Detention and Reentry Facility (LCDRF). Subsequent agreements identified dedicated bed space for certain misdemeanor arrestees booked by the City at the San Diego Central Jail and the LCDRF and extended the San Diego Central Jail agreement to 2028.

This is a request to authorize the Chief Administrative Officer to terminate the current 30-year Central Jail Facilities Lease agreement and the 1994 and 1998 MOUs, and to authorize the Clerk of the Board to ratify, approve, and execute, upon receipt, a five-year County Detention Facility Administrative Fee Agreement between the County of San Diego and the City of San Diego for payment of a jail administrative fee for the booking and release of certain misdemeanor arrestees by the City for the period of July 1, 2023 through June 30, 2028. A waiver of Board Policy B-29 is also requested as the effective date of this agreement will be July 1, 2023, to address the period of time when there was no agreement in place for female misdemeanor arrestees. Due to ongoing negotiations for a single agreement covering both male and female certain misdemeanor arrestees, a new, separate agreement for those female arrestees was not entered into after the previous agreement expired on June 30, 2023.

RECOMMENDATION(S)

SHERIFF

1. Authorize the Chief Administrative Officer to terminate the current 30-year Central Jail Facilities Lease, and the 1994 and 1998 jail Memorandum of Understanding agreements.
2. Authorize the Clerk of the Board to ratify, approve, and execute, upon receipt, a five-year County Detention Facility Administrative Fee Agreement between the County of San Diego and the City of San Diego, for payment of a jail administrative fee by the City for booking and release of certain misdemeanor offenders for the period of July 1, 2023 through June 30, 2028.
3. Authorize the Sheriff to execute all required revenue documents, including any extensions, amendments or revisions thereto that do not materially impact either the program or funding level.

4. Waive the Board Policy B-29, Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery that requires docketing revenue contracts with the Board at least 60 days prior to effective contract date.

EQUITY IMPACT STATEMENT

This proposed action will allow for the City of San Diego to serve its communities by ensuring that those arrested for certain misdemeanor crimes are able to be booked into custody and then released. This supports equity as booking individuals for misdemeanor offenses into jail is intended to: ensure accountability for unlawful behavior; provide a sense of justice and closure for victims; and maintain public safety and order. The Sheriff's Office prioritizes the health and safety of those in custody, which requires proactive and consistent compassionate evaluation of the incarcerated persons and diligent assessment of our detention facility environment.

SUSTAINABILITY IMPACT STATEMENT

The proposed action to execute an agreement with the City of San Diego related to the jail access contributes to the County of San Diego's Sustainability Goal to provide just and equitable access. This request allows for the City of San Diego to book its misdemeanants into custody and will continue to allow the Sheriff's Office to provide for the booking and release of female City misdemeanants at the Las Colinas Detention and Reentry Facility (LCDRF), which is the most appropriate detention setting conducive to their needs. The LCDRF was specifically designed for the female members of our incarcerated population, which includes those impacted communities known to be or have been suffering from inequalities and inequities. The incarcerated individual's current situation should not equate to an environmental disadvantage or an obstacle to rehabilitation

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2025-26 Operational Plan for the Sheriff's Office. If approved, this request will result in current year costs and revenues of approximately \$455,854. Subsequent years costs and revenues, for the remainder of the Administrative Fee Agreement, are dependent upon the actual number of City misdemeanants booked and released by the Sheriff's Office and will be included in future Operational Plans. The funding source is revenue from the City of San Diego. There will be no change in net General Fund cost and no additional staff years.

Terminating the 1994 Memorandum of Understanding (MOU) will result in lost potential revenue to the General Fund of approximately \$5.2M annually as prepaid rent for the housing of certain misdemeanants originating from arrests by City of San Diego (City) police officers if those misdemeanants were to be accepted for booking and housed. The City's \$5.2M payment offset the annual long-term debt financing payment associated with the San Diego Central Jail. The last financing payment was made on October 1, 2025. However, the amended 1998 MOU includes a provision that allows the City to withhold funds from the \$5.2M rent payment for each arrestee not accepted by the Sheriff under the booking protocol. Due to emergency precautions implemented during the onset of the COVID-19 pandemic, which were necessary to reduce the jail population, the City has not occupied the beds as provided in the MOU since March 16, 2020. Beginning on July 2, 2021, the Sheriff's Office started accepting those certain misdemeanor arrestees from the City, who previously qualified for bed space, solely as Book and Releases. Therefore, since no beds were utilized by the City as provided in the MOU, no funds have been due to the County since that time.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

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

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

State of California)
County of San Diego) §

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

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter



**COUNTY DETENTION FACILITY ADMINISTRATIVE FEE AGREEMENT
BETWEEN THE CITY OF SAN DIEGO AND THE COUNTY OF SAN DIEGO**

This Agreement is made and entered into by and between the COUNTY OF SAN DIEGO, hereinafter referred to as “County,” and the CITY OF SAN DIEGO, hereinafter referred to as “City” (singularly, “Party” and collectively, “the Parties”).

RECITALS

WHEREAS, in 1994, the City of San Diego, Redevelopment Agency of the City of San Diego [Agency], and the County of San Diego entered into a Memorandum of Understanding [1994 MOU], dated April 11, 1994, concerning the financing, construction, maintenance and operation of a new downtown jail facility referred to in the 1994 MOU as the Inmate Reception Center, but now known as the San Diego Central Jail, and concerning other detention facilities in the County; and

WHEREAS, on May 22, 1998, the San Diego Central Jail opened; and

WHEREAS, effective on June 15, 1998, the City and the County entered into a thirty-year Memorandum of Understanding [1998 MOU], set to expire on June 14, 2028, setting forth certain terms and conditions under which the 1994 MOU shall be implemented between the Parties; and

WHEREAS, also effective on June 15, 1998, the Parties entered into a thirty-year Central Jail Facilities Lease, set to expire on June 14, 2028, which set the rent to reserve beds for male City misdemeanants; and

WHEREAS, effective in 1998, the Parties entered into the Las Colinas Operating Agreement which set the rent to reserve beds for female City misdemeanants; and

WHEREAS, in 2009, the Parties amended the 1994 MOU, the 1998 MOU, the Central Jail Facilities Lease, and the Las Colinas Operating Agreement; and

WHEREAS, in 2015 and 2020, the Parties amended the Las Colinas Operating Agreement;
and

WHEREAS, the Los Colinas Operating Agreement expired as of June 30, 2023; and

WHEREAS, the 1994 MOU, the 1998 MOU, the Central Jail Facilities Lease and the Las Colinas Operating Agreement have operated as integrated contractual agreements; and

WHEREAS, the Parties have decided to terminate rent to reserve beds for City misdemeanants at jail facilities and enter into this Agreement which will govern the Jail Administrative Fee for the Book and Release of City Arrestees; and

WHEREAS, this Agreement shall supersede all previous agreements, whether current or expired, including the 1994 MOU, the 1998 MOU, the Central Jail Facilities Lease, the Las Colinas Operating Agreement and any other agreement between the Parties which addresses rent to reserve beds and/or per diem rate/fees for the housing/book and release of City Arrestees; and

NOW, THEREFORE, for valuable consideration, the sufficiency of which is acknowledged, the City and County agree as follows:

ARTICLE 1

1. DEFINITIONS

1.1. "Agreement" means this agreement between the City and County.

1.2. "Book and Release" means the process of accepting and booking an arrestee at a County detention facility who will be released with a future court date, in lieu of remaining in custody and produced for arraignment. A "Book and Release" must be deemed "fit for booking" via a medical screening, searched for contraband, fingerprinted, photographed, screened for additional warrants and released with a future court date.

- 1.3.** "City Arrestees" means persons arrested by San Diego or Harbor Police Officers (pursuant to a valid agreement/MOU between the City and Harbor Police) and presented for booking into a County detention facility, but who do not meet the current booking criteria for misdemeanor arrests, as set forth in the Booking Acceptance Criteria (BAC) as approved by the Sheriff. City Arrestees will be processed as a Book and Release, barring any unrelated criminal charges, warrants or court orders which are identified during the booking process, which would remand them to the custody of the Sheriff.
- 1.4.** "City Misdemeanants" means arrests made by San Diego or Harbor Police Officers (pursuant to a valid agreement/MOU between the City and Harbor Police), and presented for booking into a County detention facility, who meet the current BAC criteria for misdemeanor arrests as set forth in the BAC as approved by the Sheriff. The County shall not invoice the City for these City Misdemeanants.
- 1.5.** "Jail Administrative Fee" means the rate paid by the City to the County for the booking and processing of all identified City Arrestees processed at a County Detention Facility. The Jail Administrative Fee will be calculated annually and invoiced quarterly to the City by the County for payment. There is no longer an established maximum capacity for City Arrestee bookings, formerly referred to as beds in previous agreements. The City will be invoiced for each City Arrestee as a Book and Release.
- 1.6.** "County Detention Facility" means a jail facility operated by the San Diego County Sheriff, including but not limited to the San Diego Central Jail and Las Colinas Detention and Reentry Facility.

ARTICLE 2

2. TERMINATION OF ALL PRIOR RENT AND JAIL BOOKING AGREEMENTS

2.1. Upon approval of the Board of Supervisors, on the Effective Date of this Agreement, all previous agreements related to rent, jail booking fees or other payments owed by the City to the County related to City Arrestees processed at a County Detention Facility, including but not limited to the 1994 MOU, the 1998 MOU, the Central Jail Facilities Lease and the Las Colinas Operating Agreement shall immediately terminate with no further monies owed except any outstanding amounts still owed for additional rent under Article 5 of the Central Jail Facilities Lease, provided, however, that all indemnification provisions shall survive to the benefit of the indemnified Party.

ARTICLE 3

3. EFFECTIVE DATE AND TERM

- 3.1. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego City Charter section 40 (Effective Date).
- 3.2. The term of this Agreement shall begin retroactively to July 1, 2023, and shall remain in effect until June 30, 2028.

ARTICLE 4

4. Jail Administrative Fees

4.1. The City shall pay to the County, commencing on the Effective Date of this Agreement, a Jail Administrative Fee for each City Arrestee processed in County detention facilities as a Book and Release. For Fiscal Year 2023-24, the Jail Administrative Fee will be billed at the 2022-

23 rate which is \$281.19. For Fiscal Year 2024-25 the Jail Administrative Fee will be billed at \$311.21. For the final three years of the agreement, the Jail Administrative Fee will be adjusted annually at a rate not to exceed the average increase in the All-Urban Consumer Price Index published by the Department of Labor for that year (CPI); provided, however, that in those instances where the CPI has increased from the prior year, the annual increase shall not exceed 7.5% of the previous year's rate. The amount due the County shall be payable each quarter. The City shall make full payment to the County within sixty (60) days of the receipt of the invoice and verification of City Arrestees from the County.

ARTICLE 5

5. RESPONSIBILITY FOR OPERATIONS AND MAINTENANCE OF COUNTY DETENTION FACILITIES

- 5.1** Except as specifically set forth in this Agreement, County shall be solely responsible for the operations and maintenance of County detention facilities and the City shall have no responsibility for the operations or maintenance of County detention facilities including, without limitation, any responsibility for expenses, including salaries.
- 5.2** County shall be solely responsible for the City Arrestees and City Misdemeanants once accepted for booking into a County Detention Facility.

ARTICLE 6

6. DEFENSE AND INDEMNITY

- 6.1. Claims Arising From Sole Acts or Omissions of County.** County shall defend and indemnify City, its agents, officers, and employees, from any claim, action, or proceeding against City arising solely out of the acts or omissions of County in its performance of this

Agreement. 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.

6.2. Claims Arising From Sole Acts or Omissions of City. City shall defend and indemnify County, its agents, officers, and employees, from any claim, action, or proceeding against County, arising solely out of the acts or omissions of City in its 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 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.

6.3 Claims Arising From Concurrent Acts or Omissions. County shall defend itself, and City shall defend itself, from any claim, action, or proceeding arising out of the concurrent acts or omissions of County and City. In such case, County and City agree to retain their own legal counsel and bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 6.5, below.

6.4 Joint Defense. Notwithstanding Section 6.3, 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 concurrent acts or omissions of City and County. Joint defense counsel shall be selected by mutual agreement of County and City. County and City shall share the costs of such joint defense and any agreed settlement in equal amounts, except as agreed upon by the City and County, or as provided in Section 6.5, below. Neither party may bind the other to a settlement agreement without the written

consent of both County and City.

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

ARTICLE 7

7. DEFAULT

7.1 Events of Default. City's failure to deposit with the County any payment required to be so deposited under this Agreement by the close of business on the day such deposit is required shall constitute an "event of default" under this Agreement.

7.2 Remedies on Default. In the event of default by City, County may terminate this Agreement, subject to the provision set forth in 8.5 below.

ARTICLE 8

8. GENERAL PROVISIONS

8.1. Authority. Each party to this Agreement represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of each party are authorized to do so.

8.2. Captions. The captions and headings appearing in this Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

8.3. County's and City's Agreement Administrators. This Agreement shall be

administered on behalf of County by the Sheriff, or by such person's duly authorized designee (referred to collectively in this Agreement as "County's Agreement Administrator"), and on behalf of City by: The Assistant Chief, Logistics, San Diego Police Department, or by such other person as may be designated in writing by City (referred to hereinafter as "City's Agreement Administrator").

8.4. Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded. In the event of any conflict between the provisions of this Agreement and any other agreement, the provisions of this Agreement shall control

8.5. Dispute Resolution Process. Notwithstanding any provision of this Agreement to the contrary, neither Party shall have a right to terminate this Agreement until the provisions of this Section have been exhausted if the applicable event of default is a "Dispute," as defined herein.

8.5.1. Dispute Definition. As used in this section, "Dispute" means any disagreement between the parties regarding the Jail Administrative Fees owed pursuant to this Agreement.

8.5.2. Notification. In the event of a Dispute, either the City or the County's Agreement Administrator (referred to for convenience in this section as the "delivering party") shall notify the other Agreement Administrator (referred to for convenience in this section as the "receiving party") in writing of the Dispute, specifying such Dispute in reasonable detail ("Dispute Notice").

8.5.3. Response. The receiving party shall respond to the notice in writing within ten (10) business days of receipt of the Dispute Notice, as follows:

8.5.3.1. If the receiving party acknowledges the default, the response shall specify the steps the receiving party will take to resolve such matters and the time schedule for such resolution. The Parties agree to consider all good faith and reasonable solutions and to exercise all reasonable efforts to resolve such matters; or

8.5.3.2. If the receiving party states that no such default has occurred, the Agreement Administrators of the Parties will meet within two (2) business days of the delivery of such statement or the expiration of the original ten (10) business day period, whichever occurs earlier, with the sole task of endeavoring to determine whether a default has occurred, and, if so, what steps the receiving party should take to resolve the default. The Agreement Administrators shall meet as often as reasonably necessary and shall gather and furnish to the other Party all relevant information reasonably necessary and appropriate to resolve the Dispute.

8.5.4. Escalation. In the event the Agreement Administrators are unable to resolve the Dispute within two weeks from the first meeting of the Agreement Administrators, the Parties shall escalate the Dispute through the following levels:

Level 1
City: Deputy Chief
County: Undersheriff

Level 2
City: Chief of Police
County: Sheriff

8.5.4.1. At each level of escalation, the assigned officials shall meet as soon as possible to discuss and attempt to reach a mutually satisfactory resolution of the Dispute. If the parties exhaust the Dispute Resolution procedure without reaching a mutually satisfactory resolution of the Dispute within thirty (30) days or a mutually agreed upon time, either party may terminate this Agreement.

8.6. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.

8.7. Modification. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

8.8. Successors & Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

8.9. Waiver. No provision of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

8.10. Termination. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated, modified, or renegotiated at any time by mutual agreement as memorialized in writing by the Parties.

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IN WITNESS WHEREOF, this Contract is executed by City and County acting by and through their authorized officers.

FOR THE CITY OF SAN DIEGO

By: _____

Date: _____

Name: _____

Title: _____

Approved as to form this ____ day of ____ 20____
HEATHER FERBERT, City Attorney

By: _____
Deputy City Attorney

Print Name

FOR THE COUNTY OF SAN DIEGO

By: *Andrew Potter*
Andrew Potter, Clerk of the Board of Supervisors

Date: 4/22/26

By: *Kelly A. Martinez*
Kelly A. Martinez, Sheriff

Date: 4/7/26

Approved as to form and legality:
San Diego County Counsel

By: *Mark Day*
Mark Day, Senior Deputy County Counsel

Date: 4/8/26

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 11/4/25 Minute Order No. 1
By: *J. Val* Date: 4/21/25
Deputy Clerk of the Board Supervisors



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

April 15, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors
FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH DRAGON FESTIVAL INC.

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

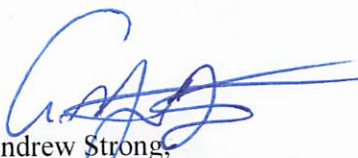
Enclosed is a revenue agreement with the Dragon Festival Inc. and the County of San Diego, Sheriff's Office, for law enforcement security services for Panda Fest 2026, on April 25, 2026 to April 26, 2026.

The value of this contract will not exceed \$34,460.44. The exact amount will be determined by the amount of cost for actual usage.

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

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

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


Andrew Strong,
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init: OFF#:



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

From: Elizabeth Niiazbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurem _g	Date: 04/15/26
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Subject:
Reimbursable Services Agreement - Dragon Festival Inc., Panda Fest 2026 on 04/25/26 - 04/26/26 - \$34,460.44

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <i>DG</i>	<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. <i>KG</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Andrew Strong, Deputy Chief Administrative Office <i>[Signature]</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>[Signature]</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

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

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 15, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH DRAGON FESTIVAL INC.

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


Enclosed is a revenue agreement with the Dragon Festival Inc. and the County of San Diego, Sheriff's Office, for law enforcement security services for Panda Fest 2026, on April 25, 2026 to April 26, 2026.

The value of this contract will not exceed \$34,460.44. The exact amount will be determined by the amount of cost for actual usage.

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

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

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


Andrew Strong
Deputy Chief Administrative Officer



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

April 15, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE DRAGON FESTIVAL INC. PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with Dragon Festival Inc. to provide law enforcement security services for Panda Fest 2026 on April 25, 2026 to April 26, 2026.

The value of this contract will not exceed \$34,460.44. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE DRAGON FESTIVAL INC., THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #61**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 9th day of April 2026 by and between the DRAGON FESTIVAL INC. (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Panda Fest 2026.
2. The term of this Agreement shall commence on April 25, 2026 at 09:00, and shall continue in effect through and terminate after April 26, 2026 at 23:00.
3. COUNTY Coordinator of this Agreement shall be Sergeant Paul 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 Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and

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

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

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

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

To REQUESTOR:

Dragon Festival Inc.
Panda Fest 2026
C/O: Xuan Xu
333 West 39th St.
New York, NY 10018
646-703-3536
info@pandafests.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

XUAN XU
DRAGON FESTIVAL INC.

Dane Gapuz _____
Signature Title/Rank

Xuan Xu _____ **CEO**
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Xuan Xu
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

Andrew Potter
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: *Andrew Potter* Date: 4/23/26
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.

COST ESTIMATE

Panda Fest 2026	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH OVERHEAD*</u>	TOTAL
4/25/2026					
Deputy (1st shift)	4	12.5		\$ 157.36	\$ 7,868.00
Deputy (2nd shift)	4	8.5		\$ 157.36	\$ 5,350.24
Sergeant (Team)	1	8.5		\$ 221.02	\$ 1,878.67
Sergeant (Event)	1	13.0		\$ 221.02	\$ 2,873.26
4/26/2026					
Deputy (1st shift)	4	10.5		\$ 157.36	\$ 6,609.12
Deputy (2nd shift)	4	8.5		\$ 157.36	\$ 5,350.24
Sergeant (Team)	1	8.5		\$ 221.02	\$ 1,878.67
Sergeant (Event)	1	12.0		\$ 221.02	\$ 2,652.24
				Sub-Total	\$ 34,460.44
				TOTAL	\$ 34,460.44
Vehicle Minimum or Mileage				\$ 71.99	\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 34,460.44



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 20, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN
ENCINITAS 101 MAIN STREET ASSOCIATION 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 Encinitas 101 Main Street Association and the County of San Diego, Sheriff's Office, for Encinitas Spring Street Fair on April 25, 2026 to April 26, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$19,669.26. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return one (1) copies of the enclosed revenue agreement to:

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

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

Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFP USE ONLY
Init: OFP#:



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From: Elizabeth Niiazbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: 04/20/26
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Subject:
Reimbursable Services Agreement - Encinitas 101 Main Street Association, Encinitas Spring Street Fair on 04/25/26 - 04/26/26 - \$19,669.26

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <i>DG</i>	<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. <i>KG</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Andrew Strong, Deputy Chief Administrative Office <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:

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

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 20, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN THE ENCINITAS 101 MAIN STREET ASSOCIATION AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Encinitas 101 Main Street Association to provide law enforcement security services for the Encinitas Spring Street Fair from April 25, 2026 through April 26, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$19,669.26. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the contract for signatures.

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

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE ENCINITAS 101 MAIN STREET ASSOCIATION, THE COUNTY OF SAN
DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #60**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 13th day of April 2026 by and between the ENCINITAS 101 MAIN STREET ASSOCIATION (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Encinitas Spring Street Fair.
2. The term of this Agreement shall commence on Saturday, April 25 at 03:30, and shall continue in effect through and terminate after Sunday, April 26 at 19:30.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Michael Davis, (619) 340-3007.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

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

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

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

To REQUESTOR:

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

To SHERIFF:

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

IRENE PYUN
ENCINITAS 101 MAIN STREET
ASSOCIATION

Dane Gapuz
Signature Title/Rank

Irene Pyun Executive Director
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Irene Pyun
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

Andrew Potter
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Andrew Potter Date: 9/22/26
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.

COST ESTIMATE

Encinitas Spring Street Fair	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <i>WITH</i> <i>OVERHEAD*</i>	TOTAL
Saturday 4/25/2026					
Deputy (0700-1730)	2	10.5		\$ 157.36	\$ 3,304.56
Deputy (0900-1930)	2	10.5		\$ 157.36	\$ 3,304.56
Sergeant (0900-1930)	1	10.5		\$ 221.02	\$ 2,320.71
CSO (0300-0900)	2	6.0		\$ 75.40	\$ 904.80
Sunday 4/26/2026					
Deputy (0700-1730)	2	10.5		\$ 157.36	\$ 3,304.56
Deputy (0900-1930)	2	10.5		\$ 157.36	\$ 3,304.56
Sergeant (0900-1930)	1	10.5		\$ 221.02	\$ 2,320.71
CSO (0300-0900)	2	6.0		\$ 75.40	\$ 904.80
				Sub-Total	\$ 19,669.26
				TOTAL	\$ 19,669.26
Vehicle Minimum or Mileage					\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 19,669.26



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO:	Andrew Potter Clerk of the Board of Supervisors	A-45
FROM:	Andrew Strong Deputy Chief Administrative Officer	A-65

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Maxcare Ambulance to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *one (1) copy to Mayla Alvaro at 0-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFF Form)
RCS Customer Agreement for Maxcare Ambulance

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	29,005.20
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Maxcare Ambulance				
Description:	RCS Customer Agreement to provide radio access for 30 radios at \$80.57 per radio per month.				

- 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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Karen Galva</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>Angela Kennedy</u>	Date:	<u>4/24/2026</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 Supervisors
- Revenue or Grant Agreement

OFF USE ONLY	
Init: <u>TK</u>	OFF#: <u>26-81</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
--	--	-------------------------------

Subject:

RCS Customer Agreement for Maxcare Ambulance

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>QMP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8												
9												
10												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Maxcare Ambulance to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$29,005.20 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Maxcare Ambulance
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Maxcare Ambulance** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Recitals:**

The Recitals identified above are incorporated to this Agreement.

2. **System Operation:**

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. **Governance:**

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. **Authorized Uses:**

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. **Prohibition from Selling RCS Service:**

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. **Confidentiality of Radio Programming:**

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. **Radios:**

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 30 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Regional Communications System
Customer Agreement
Maxcare Ambulance

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Max Laufer
President
Maxcare Ambulance
7614 Lemon Ave
Lemon Grove, CA 91945-1705

Tel No: (619) 303-6705
Email: max@mymaxcare.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

APPROVAL:
County of San Diego

Andrew Potter
Clerk of the Board of Supervisors

Date: 4/29/26

Approved as to form and legality:
Office of the County Counsel

Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
Maxcare Ambulance

Signature

Max Laufer

Print Name

CEO/President

Title

Date: 2/18/2026

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Date: 4/29/26
Deputy Clerk of the Board Supervisors



COSD CLERK OF THE BOARD
2026 APR 29 PM 8:15

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Premier Ambulance to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Premier Ambulance

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	48,342.00
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Premier Ambulance				
Description:	RCS Customer Agreement to provide radio access for 50 radios at \$80.57 per radio per month.				

- 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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Kam Habra</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>Angie Jimenez</u>	Date:	<u>4/24/2026</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 Supervisors
- Revenue or Grant Agreement

OFF USE ONLY	
Init: <u>TK</u>	OFF#: <u>26-79</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
--	--	-------------------------------

Subject:

RCS Customer Agreement for Premier Ambulance

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GA</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Premier Ambulance to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks
David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Keeping the Peace Since 1850
Post Office Box 939062 • San Diego, California 92193-9062

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Premier Ambulance
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Premier Ambulance** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 50 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Regional Communications System
Customer Agreement
Premier Ambulance

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Paul Scarborough
President
Premier Ambulance
260 N Palm St., Ste 200
Brea, CA 92821

Tel No: (714) 403-8151
Email: paul@premieramb.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

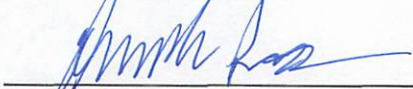
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

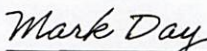
APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 4/29/26

Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
Premier Ambulance



Signature

PAUL SCARBOROUGH


Print Name

PRESIDENT

Title

Date: 02/18/26

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 4/29/26
Deputy Clerk of the Board Supervisors



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

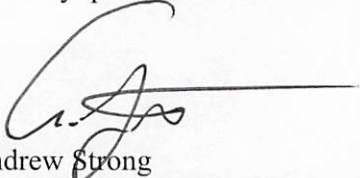
REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Rainbow Municipal Water District to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$58,010.40 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56.*



Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Rainbow Municipal Water District

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	58,010.40
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Rainbow Municipal Water District				
Description:	RCS Customer Agreement to provide radio access for 60 radios at \$80.57 per radio per month.				

- 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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Kam Galva</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>Craig J. [Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>Angela [Signature]</u>	Date:	<u>4/24/2026</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 Supervisors
- Revenue or Grant Agreement

OFF USE ONLY	
Init: <u>TK</u>	OFF#: <u>28-82</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232		Bureau/Division, or Section: Wireless Services Division, O-56					Date: March 6, 2026						
Subject: RCS Customer Agreement for Rainbow Municipal Water District													
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.	Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office	<i>GP</i>	X										
2.	David Brooks, Manager, WSD, Sheriff's Office	<i>DB</i>	X						X	X			
3.	Karina Galvan, PSG	<i>KG</i>	X										
4.	Andrew Strong, Deputy Chief Administrative Officer, PSG	<i>AS</i>	X						X				
5.	Mark Day, Sr. Deputy County Counsel	<i>M.D.</i>	X						X				
6.	Toroshinia Kennedy, Office of Financial Planning	<i>TK</i>	X										
7.	Andrew Potter, Clerk of the Board	<i>AP</i>	X						X	X			X
8.													
9.													
10.													
COMMENTS: Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.													



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Rainbow Municipal Water District to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$58,010.40 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Rainbow Municipal Water District
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Rainbow Municipal Water District** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 60 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. **Defense and Indemnity:**

1. Claims Arising from Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER 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. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER 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 CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER 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.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

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

Regional Communications System
Customer Agreement
Rainbow Municipal Water District

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdssheriff.org

Point of Contact Customer:

Robert Gutierrez
Chief Operating Officer
Rainbow Municipal Water District
1707 Old Highway 395
Fallbrook, CA 92028

Tel No: (760) 728-1178 ext 16
Email: rgutierrez@rainbowmwd.ca.gov

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

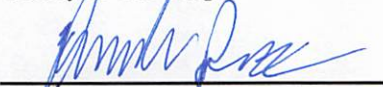
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

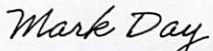
APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 4/29/26

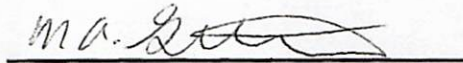
Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
Rainbow Municipal Water District



Signature

Robert Gutierrez

Print Name

Chief Operating Officer

Title

Date: 2/20/26

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: General Date: 4/29/26
Deputy Clerk of the Board Supervisors



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

April 9, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors
FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN
RAMIREZ RANCH ENTERTAINMENT LLC 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.

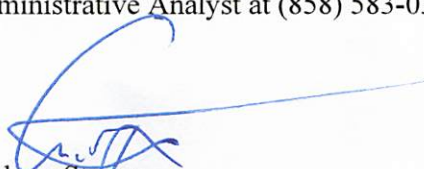
Enclosed is a revenue agreement with RAMIREZ RANCH ENTERTAINMENT LLC and the County of San Diego, Sheriff's Office, for Ramona Spanish Rodeo Event, on April 12, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$6,803.68. The exact amount will be determined by the amount of cost for actual usage.

Accordingly, please ratify the attached documents and when fully executed, email a copy, and return one (1) copy of the enclosed revenue agreement to:

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

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


Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init: OFF#:



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 9, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN
RAMIREZ RANCH ENTERTAINMENT LLC. 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 Ramirez Ranch Entertainment LLC. to provide law enforcement security services for the Ramona Spanish Rodeo Event on April 12, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$6,803.68. 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. After your approval, we will route the contract for signatures.

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

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division



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

From: Elizabeth Niazbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: 04/08/26
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Subject:
Reimbursable Services Agreement - Ramirez Ranch Entertainment LLC, Ramona Spanish Rodeo Event on 04/12/26 - \$6,803.68

To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Karina Galvan, Assistant Group Finance Director, <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Andrew Strong, Deputy Chief Administrative Office <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Mark Day, Sr. Deputy County Counsel <input type="checkbox"/>	<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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

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

Thank you.

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE RAMIREZ RANCH ENTERTAINMENT LLC, THE COUNTY OF SAN DIEGO,
AND
THE SAN DIEGO COUNTY SHERIFF RSA #58**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 8th day of April 2026 by and between the RAMIREZ RANCH ENTERTAINMENT LLC (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Ramona Spanish Rodeo Event.
2. The term of this Agreement shall commence on April 12, 2026 at 14:00, and shall continue in effect through and terminate after April 12, 2026 at 22:00.
3. COUNTY Coordinator of this Agreement shall be Sergeant Daniel Sloppy, (619) 991-4741.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

- 10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

- 10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action

or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

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

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

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

To REQUESTOR:

Ramirez Ranch Entertainment LLC
C/O: Fernando Ramirez
24665 E Old Julian Hwy
Ramona, CA 92065
(949) 382-5106
fr3888669@gmail.com

To SHERIFF:

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

FERNANDO RAMIREZ
RAMIREZ RANCH ENTERTAINMENT LLC

Dane Gapuz
Signature Title/Rank

Fernando Ramirez
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Fernando Ramirez
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

Andrew Potter
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: [Signature] Date: 7/16/20
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.

COST ESTIMATE

Ramona Spanish Rodeo Event	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
4/12/2026					
Deputy	4	8.0		\$ 157.36	\$ 5,035.52
Sergeant	1	8.0		\$ 221.02	\$ 1,768.16
					\$ -
					\$ -
					\$ -
				Sub-Total	\$ 6,803.68
				TOTAL	\$ 6,803.68
Vehicle Minimum or Mileage					\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					
					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 6,803.68
Deposit Required	\$ 3,401.84				
Deposit Due Date	<u>4/10/2026</u>				



COSD CLERK OF THE BOARD
2026 APR 30 PM2:58

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Reach Air Medical Services to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56.*



Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Reach Air Medical Services

**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 covers full cost, including overheads (A-87), per Board Policy B-29.
- The Department will not recover full costs.

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init: OFF#:



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
--	--	-------------------------------

Subject:

 RCS Customer Agreement for Reach Air Medical Services

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GM</i>			X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DB</i>			X						X	X			
3. Karina Galvan, PSG <i>KG</i>			X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>			X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>			X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>			X										
7. Andrew Potter, Clerk of the Board <i>AP</i>			X						X	X			X
8.													
9.													
10.													

COMMENTS:
 Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Reach Air Medical Services to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Reach Air Medical Services
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Reach Air Medical Services** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 50 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Regional Communications System
Customer Agreement
Reach Air Medical Services

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Paul Forney
Regional Director
Reach Air Medical Services
8808 Balboa Ave, Ste. 150
San Diego, CA 92123

Tel No: (858) 805-1493
Email: Paul.Forney@gmr.net

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

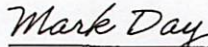
APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 5/1/26

Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
Reach Air Medical Services


Signature

PAUL FORNEY
Print Name

REGIONAL DIRECTOR
Title

Date: 2/18/2026

END OF AGREEMENT

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

By:  Date: 4/30/26
Deputy Clerk of the Board Supervisors



COSD CLERK OF THE BOARD
2026 APR 30 PM 2:58

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with San Diego Ambulance Services to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at D-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for San Diego Ambulance Services

**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 covers full cost, including overheads (A-87), per Board Policy B-29.

The Department will not recover full costs.

Department Approval: Date:

Approved By:

Group Finance Director:	<input type="text" value="Kam Halva"/>	Date:	<input type="text" value="4/1/26"/>
County Counsel:	<input type="text" value="Mark Day"/>	Date:	<input type="text" value="4/16/26"/>
Chief Administrative Officer:	<input type="text" value=""/>	Date:	<input type="text" value="4/1/26"/>
Office of Financial Planning:	<input type="text" value=""/>	Date:	<input type="text" value="4/29/2026"/>

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

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

OFP USE ONLY

Init: OFF#:



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
---------------------------------------	---	------------------------

Subject:

RCS Customer Agreement for San Diego Ambulance Services

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for San Diego Ambulance Services to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$48,342.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Keeping the Peace Since 1850

Post Office Box 939062 • San Diego, California 92193-9062

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for San Diego Ambulance Services
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **San Diego Ambulance Services** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 50 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Regional Communications System
Customer Agreement
San Diego Ambulance Services

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Nourhan Soulaqa
CEO
San Diego Ambulance Services
8534 Commerce Ave
San Diego, CA 92121

Tel No: (619) 535-0361
Email: nor@sdambulance.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

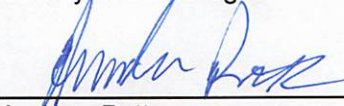
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/4/2026

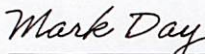
APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 5/1/26

Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
San Diego Ambulance Services



Signature

Nourhan Soulaqa


Print Name

CEO

Title

Date: 2/25/2026

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 4/30/26
Deputy Clerk of the Board Supervisors



County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with San Dieguito River Park JPA to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$9,668.40 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for San Dieguito River Park JPA

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	9,668.40
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	San Dieguito River Park JPA				
Description:	RCS Customer Agreement to provide radio access for 10 radios at \$80.57 per radio per month.				

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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Kam Laha</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>[Signature]</u>	Date:	<u>4/29/2026</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 Supervisors
- Revenue or Grant Agreement

OFFP USE ONLY	
Init: <u>TK</u>	OFFP#: <u>26-84</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
--	--	-------------------------------

Subject:

RCS Customer Agreement for San Dieguito River Park JPA

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8. _____												
9. _____												
10. _____												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for San Dieguito River Park JPA to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$9,668.40 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Keeping the Peace Since 1850

Post Office Box 939062 • San Diego, California 92193-9062

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for San Dieguito River Park JPA
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and San Dieguito River Park JPA referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Recitals:**

The Recitals identified above are incorporated to this Agreement.

2. **System Operation:**

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. **Governance:**

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. **Authorized Uses:**

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. **Prohibition from Selling RCS Service:**

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. **Confidentiality of Radio Programming:**

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. **Radios:**

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 10 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. **Defense and Indemnity:**

1. Claims Arising from Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER 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. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER 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 CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

The County of San Diego ("County") hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER 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.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

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

Regional Communications System
Customer Agreement
San Dieguito River Park JPA

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Shawna Anderson
Executive Director
San Dieguito River Park JPA
18372 Sycamore Creek Rd
Escondido, CA 92025

Tel No: (858) 674-2275
Email: shawna@sdrp.org

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

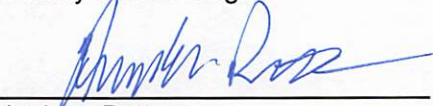
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

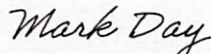
APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 5/1/26


Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
San Dieguito River Park JPA



Signature

Shawna Anderson

Print Name

Executive Director

Title

Date: 02/26/2026

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 4/30/26
Deputy Clerk of the Board Supervisors



COSD CLERK OF THE BOARD
2026 APR 30 PM2:58

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with Symbiosis Care to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$24,171.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Symbiosis Care

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	24,171.00
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	Symbiosis Care				
Description:	RCS Customer Agreement to provide radio access for 25 radios at \$80.57 per radio per month.				

- 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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Kari Adams</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>Angela James</u>	Date:	<u>4/29/2026</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 Supervisors
- Revenue or Grant Agreement

OFF USE ONLY	
Init: <u>TK</u>	OFF#: <u>26-86</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
--	--	-------------------------------

Subject:

RCS Customer Agreement for Symbiosis Care

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>Q.M.</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for Symbiosis Care to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$24,171.00 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks
David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for Symbiosis Care
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **Symbiosis Care** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 25 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Regional Communications System
Customer Agreement
Symbiosis Care

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Lauren Downs
Symbiosis Care
1801 Orange Tree Lane, Ste 110
Redlands, CA 92374

Email: ldowns@symbiosiscare.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

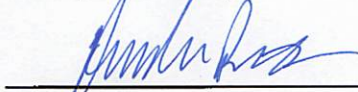
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

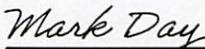
APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 5/1/26

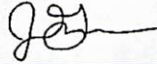
Approved as to form and legality:
Office of the County Counsel



Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
Symbiosis Care



Signature

Jeff Grange

Print Name

CEO

Title

Date: 27/02/2026

END OF AGREEMENT

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

By:  Date: 4/30/26
Deputy Clerk of the Board Supervisors



COUSD CLERK OF THE BOARD
2026 APR 30 PM4:21

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with TLC Medical Transport to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$9,668.40 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for TLC Medical Transport

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	9,668.40
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	TLC Medical Transport				
Description:	RCS Customer Agreement to provide radio access for 10 radios at \$80.57 per radio per month.				

- 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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Karin Hahn</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>G. J. [Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>Angela [Signature]</u>	Date:	<u>4/29/2026</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 Supervisors
- Revenue or Grant Agreement

OFF USE ONLY	
Init: <u>TK</u>	OFF#: <u>26-87</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
---------------------------------------	---	------------------------

Subject:

RCS Customer Agreement for TLC Medical Transport

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>QMP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DHB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8												
9												
10												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for TLC Medical Transport to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

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This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Keeping the Peace Since 1850

Post Office Box 939062 • San Diego, California 92193-9062

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for TLC Medical Transport
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **TLC Medical Transport** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.
- E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 10 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

12. CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

13. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

14. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

15. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

16. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

17. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

18. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

19. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

20. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

21. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

22. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

23. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

24. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

25. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

26. **Indemnification:**

CUSTOMER shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, and the Board of Directors of the Regional Communications System against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdssheriff.org

Point of Contact Customer:

Doug Sweeney
Operations Manager
TLC Medical Transport
6312 Riverdale Street
San Diego, CA 92120

Tel No: (619) 284-7433 ext 12
Email: dsweeney@tlcride.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

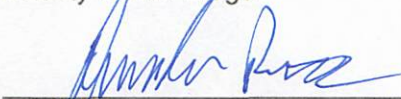
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

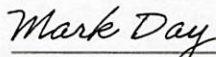
APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 5/1/26

Approved as to form and legality:
Office of the County Counsel



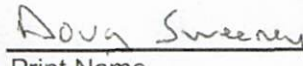
Mark Day, Senior Deputy

Date: 4/30/26

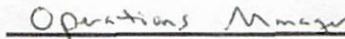
APPROVAL:
TLC Medical Transport



Signature



Print Name




Title

Date: 2/19/26

END OF AGREEMENT

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

By:  Date: 4/30/26
Deputy Clerk of the Board Supervisors



COSD CLERK OF THE BOARD
2026 APR 29 PM3:15

County of San Diego

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

Andrew Strong
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

March 6, 2026

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENT PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement with U.S. Department of Justice Federal Bureau of Investigation, Major Mexican Traffickers Task Force to provide wireless radio communications network through the County Regional Communications System (RCS).

This agreement will generate an estimated annual revenue of up to \$58,010.40 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns. *One (1) copy to Mayla Alvaro at 0-56.*

Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for U.S. Department of Justice Federal Bureau of Investigation, Major Mexican Traffickers Task Force

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

Date:	03/06/2026	Department:	SHERIFF'S OFFICE		
Contract Begin Date:	07/01/2026	End Date:	06/30/2031	Grant:	No
*Oracle Award #:	507100	Org #:	39497	Amount:	58,010.40
Contact Person:	MAYLA ALVARO		Phone #:	858-495-5232	
Contracting Agency/Grantor:	U.S. Department of Justice Federal Bureau of Investigation, Major Mexican Traffic				
Description:	RCS Customer Agreement to provide radio access for 60 radios at \$80.57 per radio per month.				

- 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: David H. Brooks Date: 3/6/2026

Approved By:

Group Finance Director:	<u>Karin Galva</u>	Date:	<u>4/1/26</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>4/16/26</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>4/1/26</u>
Office of Financial Planning:	<u>[Signature]</u>	Date:	<u>4/24/2026</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 Supervisors
- Revenue or Grant Agreement

OFP USE ONLY	
Init: <u>TK</u>	OFP#: <u>26-80</u>



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

From: Mayla Alvaro, (858) 495-5232	Bureau/Division, or Section: Wireless Services Division, O-56	Date: March 6, 2026
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Subject:

RCS Customer Agreement for U.S. Department of Justice Federal Bureau of Investigation, Major Mexican Traffickers Task Force

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. Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office <i>GA</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>DB</i>		X						X	X			
3. Karina Galvan, PSG <i>KG</i>		X										
4. Andrew Strong, Deputy Chief Administrative Officer, PSG <i>AS</i>		X						X				
5. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
6. Toroshinia Kennedy, Office of Financial Planning <i>TK</i>		X										
7. Andrew Potter, Clerk of the Board <i>AP</i>		X						X	X			X
8.												
9.												
10.												

COMMENTS:
Please email a fully executed copy to mayla.alvaro@sdsheriff.org and interoffice one (1) copy to Mayla Alvaro at Mail Stop O-56. Thank you.



SAN DIEGO COUNTY SHERIFF'S OFFICE

Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

March 6, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer A-65
Public Safety Group

FROM: David Brooks, Manager O-56
Wireless Services Division, Sheriff's Office

REGIONAL COMMUNICATIONS SYSTEM (RCS) REVENUE AGREEMENT

This is a request for approval of a revenue agreement for U.S. Department of Justice Federal Bureau of Investigation, Major Mexican Traffickers Task Force to provide wireless radio communications access to the County Regional Communications System (RCS), pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

This agreement will generate an estimated annual revenue of up to \$58,010.40 through June 30, 2031.

This agreement does not exceed the \$250,000 annual revenue limit.

This agreement supports the 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, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the contract.

Please contact Mayla Alvaro at (858) 495-5232 or via email at mayla.alvaro@sdsheriff.org if you have any questions or concerns.

KELLY A MARTINEZ, SHERIFF

David H. Brooks
David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

**Attachments: Request for Approval of Revenue Contract (A&C OFP Form)
RCS Customer Agreement for U.S. Department of Justice Federal Bureau of
Investigation, Major Mexican Traffickers Task Force
Letter to the Clerk of the Board**

**San Diego County – Imperial County
Regional Communications System (RCS)**

Customer Agreement

**RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ of _____, _____
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **U.S. Department of Justice Federal Bureau of Investigation, Major Mexican Traffickers Task Force** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

- A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.
- B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.
- C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.
- D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.

E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Recitals:**

The Recitals identified above are incorporated to this Agreement.

2. **System Operation:**

The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. **Governance:**

In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. **Authorized Uses:**

CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. **Prohibition from Selling RCS Service:**

CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. **Confidentiality of Radio Programming:**

The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. **Radios:**

CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. **Radio Limit:**

CUSTOMER is not authorized to exceed 60 radios using the RCS without approval of the RCS BOD and COUNTY.

9. **Radio Programming:**

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. **Radio Maintenance:**

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. **Radio Deprogramming/Deactivation Requirement:**

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at <https://www.rcs800mhz.org>. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. **Training:**

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. **Monthly Fees for RCS Use:**

CUSTOMER agrees to pay the COUNTY \$80.57 per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. **Establishment of Initial Talk Group and Initial Programming:**

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. **Monthly Fee Changes:**

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. **Payment of Fees:**

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. **Non-Payment Procedure:**

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. **Cost of Connection to RCS:**

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. **Network Access Priority:**

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

20. **Coverage:**

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. **Term of Agreement:**

The Agreement will expire on June 30, 2031.

22. **Agreement Modification; Entire Agreement:**

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. **Termination of Agreement:**

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. **Grievance Procedure:**

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Travis Olmsted
Supervisory Special Agent
U.S. Department of Justice Federal Bureau of Investigation
Major Mexican Traffickers Task Force
5500 Overland Ave
San Diego, CA 92123

Tel No: (858) 437-4855
Email: tcolmsted@fbi.gov

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

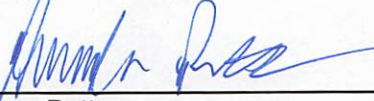
APPROVAL:
RCS Board of Directors



Graham Mitchell, City Manager
RCS BOD Chair

Date: 3/3/2026

APPROVAL:
County of San Diego



Andrew Potter
Clerk of the Board of Supervisors

Date: 4/29/26

Approved as to form and legality:
Office of the County Counsel

Mark Day
Mark Day, Senior Deputy

Date: 4/16/26

APPROVAL:
U.S. Department of Justice Federal
Bureau of Investigation, Major Mexican
Traffickers Task Force

TRAVIS OLMSTED Digitally signed by TRAVIS
OLMSTED
Date: 2026.02.20 13:45:34 -08'00'

Signature

Travis Olmsted

Print Name

Supervisory Special Agent

Title

Date: 2/20/2026

END OF AGREEMENT

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Genval Date: 4/29/26
Deputy Clerk of the Board Supervisors