



COSD CLERK OF THE BOARD  
2026 JAN 23 AM 9:00

# County of San Diego

## INTER-DEPARTMENTAL CORRESPONDENCE

January 21, 2026

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

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

### **EXECUTION OF GRANT AGREEMENT WITH PETSMART CHARITIES PER ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29**

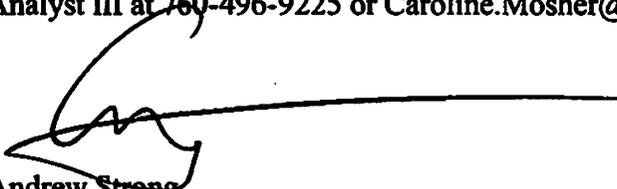
Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery.

Enclosed is a grant agreement with Petsmart Charities and the County of San Diego, Department of Animal Services, to expand weekend adoption events at Petsmart Locations in Santee and El Cajon in support of the department's adoption program from February 1, 2026, through January 31, 2027, with a goal of facilitating at least 250 in-store pet adoptions during the grant period. The grant period will start on January 27, 2026, through January 31, 2027.

The value of this contract is \$25,000.

Please electronically sign the grant agreement in DocuSign. The grant agreement will be routed by Caroline Mosher.

If you have any questions regarding this request, please contact Caroline Mosher, Administrative Analyst III at 760-496-9225 or [Caroline.Mosher@sdcounty.ca.gov](mailto:Caroline.Mosher@sdcounty.ca.gov).



**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:   
01/27/2026  
Contract Begin Date:  <sup>3Y</sup> 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

VAUGHN MAURICE  
DIRECTOR

DEPARTMENT OF ANIMAL SERVICES  
5821 SWEETWATER ROAD, BONITA, CA 91902-2219  
619-767-2605 O FAX 619-470-9155  
WWW.SDDAC.COM

December 5, 2025

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

FROM: Vaughn Maurice, Director  
Department of Animal Services

## **RATIFICATION OF GRANT AGREEMENT WITH PETSMAST CHARITIES PER ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29**

The County of San Diego through the Department of Animal Services is entering into a grant agreement with Petsmart Charities under their Adoption Prep, Capacity Building program for the period of February 1, 2026 through January 31, 2027. This funding will support weekend adoption events at PetSmart locations in Santee and El Cajon by funding two part-time student workers, transportation, and outreach materials with the goal increasing access to pet adoptions in underserved areas, reduce shelter crowding, and facilitate at least 250 in-store pet adoptions during the grant period.

The value of this grant is \$25,000. Please review the contract and let me know if you have any concerns. You may contact me at [Vaughn.Maurice@sdcounty.ca.gov](mailto:Vaughn.Maurice@sdcounty.ca.gov) if you have any questions. After your approval, we will sign the contract in the grant portal.

This contract supports the County of San Diego's *Live Well San Diego* vision for a region that is building better health, living safely and thriving.

Vaughn.Maurice@  
sdcounty.ca.gov

Digitally signed by  
Vaughn.Maurice@sdcounty.ca.gov  
Date: 2025.12.05 09:27:35 -08'00'

Vaughn Maurice  
Director, Department of Animal Services



TO PROTECT THE HEALTH, SAFETY AND WELFARE OF PEOPLE AND ANIMALS





This Grant Agreement (this “Grant Agreement”) is entered into between PetSmart Charities, Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (“Code”), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 (“Charities”), and COUNTY OF SAN DIEGO, whose address is 1600 Pacific Highway Rm 065 , San Diego, CA 92101-2422 (“Grantee” or “Organization”).

**Grant Purpose and Terms:**

“Grant Funds”	\$25,000.00
“Grant Purpose”	The Grant Funds in the amount of \$25,000 over 12 months will be used to support activities related to preparing animals for adoption through the PetSmart Charities adoption program. Grant Funds to be used for expenses related to but not limited to veterinary care, staffing, sheltering, supplies, marketing and technology. A minimum of 250 total pets to be adopted in store during between February 1, 2026 – January 31, 2027.
Distribution Schedule of Grant Funds	Single Payment
“Grant Period”	Upon execution through 01/31/2027
“Grant Conditions”	<p>If the Organization wishes to request an extension or amendment to utilize anticipated unspent grant funds, the request must be submitted in writing via email to the grant’s PetSmart Charities Relationship Manager for approval a minimum of 30 days prior to end of the Grant Period. The request must outline progress to date including rationale for extension, funds expended and remaining, potential usage and timeline for use. Only one extension per grant may be approved and PetSmart Charities reserves the right to consider organizations ineligible for additional grant funding during an extension. However, organizations that are PetSmart Charities Adoption Partners may continue to accrue Adoption Rewards. The Grantee acknowledges that future operational funding for this Organization and its programs is not guaranteed beyond the date of the Grant Period.</p> <p>Organization agrees to provide written notification of changes to leadership including CEO/ED within 30 days to be sent via email to the grant manager as well as updating the contacts in Smart Simple.</p> <p>Organization agrees to participate in at least one in-store event during each National Adoption Week. Failure to do so may cause ineligibility for future grant funding.</p>
“Impact Report(s)”	The Organization agrees to provide the following reports to PetSmart Charities in connection with this grant, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how of how reports are provided.

	<p>The Interim Impact Report will become available 90 days prior to the deadline and due by 8/26/2026</p> <p>The Final Impact Report will become available 90 days prior to the deadline and due by 2/26/2027</p> <p>The first Storytelling Report will become available 90 days prior to the deadline and due by 8/26/2026</p> <p>The second Storytelling Report will become available 90 days prior to the deadline and due by 2/26/2027</p> <p>The Interim and Final Impact Reports will include a description of participation in National Adoption Week Events including number of days attending, number of animals brought and number of animals adopted.</p>
<p>“Grant Acknowledgement”</p>	<p>For PetSmart Charities grants, Grantee is required to leverage the following materials just ahead of March National Adoption Week (NAW), March 23–29, 2026:</p> <ul style="list-style-type: none"> <li>• Distribute a press release (a template will be provided online and given during the kick-off meeting) with a quote from a PetSmart Charities spokesperson announcing the recent grant and its purpose to local media outlets and post to your organization’s website. Please e-mail <a href="mailto:PublicRelations@petsmartcharities.org">PublicRelations@petsmartcharities.org</a> for support if needed.</li> <li>• Include the PetSmart Charities logo on any collateral promoting PetSmart Charities-funded events, initiatives, or programs.</li> <li>• Share announcement news about your grant on social media using the sample social posts in the toolkit provided online as a guide, and tag the appropriate PetSmart Charities channels so we can engage with your posts.</li> <li>• Throughout the year, all grantees are expected to share stories and visual assets (photos/video) showing the impact of your grant with the marketing and PR teams at PetSmart Charities via email: <a href="mailto:PublicRelations@petsmartcharities.org">PublicRelations@petsmartcharities.org</a>.</li> </ul> <p>Link to templated materials, including a press release template, digital badge, door cling, and social media copy and images: <a href="https://petsmartcharities.org/pro/resources/marketing-support/grant-recipient-toolkit-us">https://petsmartcharities.org/pro/resources/marketing-support/grant-recipient-toolkit-us</a></p> <p>Subject to the limitation on Grantee’s use of Charities’ name and marks set forth in this Grant Agreement, Grantee shall have final control over the language of all its press releases and other communications.</p>

**Terms and Conditions:**

- A. Use of Grant. Grantee will utilize the Grant Funds only for the Grant Purpose, subject to the Grant Conditions, and during the Grant Period, and will not use the Grant Funds for any lobbying or political activities, or any purpose not permitted in Section 501(c)(3) of the Code. Grantee agrees to provide Charities the Impact Report(s) along with any other information reasonable requested. If the Grant Funds include any in-kind product, Grantee may be required to execute Charities’ Donated Goods Addendum. Grantee will immediately notify Charities if it is unable to comply with the terms of this Grant Agreement.
- B. Grantee’s Representations and Warranties. Grantee represents to Charities, as of the date of this Grant Agreement and at all times during the Grant Period, that:

1. Grantee is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use the Grant Funds for exclusively public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use the Grant Funds exclusively for public purposes.
  2. Grantee holds and will maintain any and all licenses, permits and registrations necessary or appropriate for its lawful operation and fulfillment of Grantee's obligations under this Grant Agreement.
  3. Grantee is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
  4. Grantee is not on any United States federal terrorism "watch list" and Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
  5. Grantee agrees that all representations or statements made by Grantee in any application or any related communications from or on behalf of Grantee are true and accurate in all material respects. Grantee will notify Charities promptly in writing of any changes in such representations or statements.
- C. **Audit.** Grantee agrees to maintain adequate books, records, and other financial documents related to this Grant Agreement, including records that readily show the Grant Funds were used exclusively for the Grant Purpose. During the term of the Grant Agreement and for two (2) years afterwards, Charities (or its designee) may audit or review Grantee's books and records to confirm Grantee's compliance with the terms of the Grant Agreement. Any such request will be made with at least ten (10) business days prior notice and during normal business hours. Following any such request, Grantee will provide Charities (or its designee) with the requested records and will fully cooperate with Charities (or its designee). During any such audit or review, Charities may, in its sole discretion, withhold any Grant Funds pending the outcome of the audit or review. Grantee expressly grants permission to Charities or its designee to discuss with, or request documentation from, third parties about Grantee related to performance under this Grant Agreement. Grantee agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Grant Agreement.
- D. **Non-Disparagement.** Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart LLC, or their respective activities, affiliates, owners, officers, managers, members, directors, or employees. This includes any statement intended, or that could be reasonably expected given its content or context, to harm or that would lead to unwanted or unfavorable publicity. This section shall only apply to the County of San Diego Department of Animal Services ("Department") and shall expire at the end of this Grant Agreement. Additionally, factual statements regarding the investigations or other operations of the Department shall not violate this section.
- E. **Independent Entities.** Nothing in this Grant Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Grantee are each independent entities and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives during and after the term of the Grant Agreement. The parties agree there is no explicit or implicit oral or written agreement or understanding that any Charities' director, officer or other representative will receive compensation or material benefit in connection with the Grant Funds.
- F. **Indemnification.** Grantee shall defend, indemnify and hold harmless Charities and PetSmart LLC, including their respective affiliates, directors, officers, managers, members, employees, contractors, representatives, agents, assigns and successors, for, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Grantee's or any of its employees', contractors', agents', representatives', or volunteers': breach of this Grant Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Grant Funds, or any program or activity of Grantee related to this Grant Agreement; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Grantee is a governmental entity and as such, is prohibited by law from indemnification obligations.
- G. **Equal Opportunity.** Grantee agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, gender identity, marital status or any other legally protected status.

- H. License to Grantee. Grantee agrees that it will acknowledge Charities' support in any promotional materials, including websites and social media platforms, and provide any recognition and benefits at the same level provided to other organizations giving Grantee comparable levels of funding. Grantee must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Grantee use of its logo, such use is a limited, non-exclusive, revocable right to use. Grantee may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Grantee will not use either Charities' name or logo in a negative light or critical manner. Any right given to Grantee for the use of Charities name or logo may not be transferred, assigned or sublicensed. Factual statements regarding the investigations or other operations of the Department that include Charities' name, but not logo or other marks, shall not violate this section.
- I. License to Charities. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee's name and logo. For purposes of this section, "Grantee" refers to the Department and "logo" does not include the County of San Diego seal. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Grantee's name or logo in a negative light or critical manner. Charities' use of Grantee's name or logo will be limited to use in furtherance of Charities' mission, and shall not be used for fundraising purposes except to the extent that fundraising is incidental to use otherwise permitted by this Grant Agreement.
- J. Governing Law; Venue; Attorneys' Fees. If either party brings an action to enforce its rights under this Grant Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party. Prevailing party, as used herein, means the party in whose favor a judgment is rendered. Fee awards under this provision are to be made without reference to A.R.S. § 12-341.01(a).
- K. Termination. Either party may terminate this Grant Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines, in its sole discretion, that Grantee: has breached any term of this Grant Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds. If Charities terminates this Grant Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future payments of funds or provision of support; and require Grantee to provide a full refund to Charities of all previously provided Grant Funds not used in accordance with this Grant Agreement.
- L. Confidentiality. The parties agree that the terms of this Grant Agreement, except with respect to the Grant Funds, Grant Purpose, Grant Period, and any required Grant Acknowledgement, shall be confidential ("Confidential Information"). The parties agree that, unless otherwise set forth in this Grant Agreement, required by law, or pursuant to the written consent of the other, the parties shall not make each other's Confidential Information available in any form to any third party for any purpose, except to its own directors, managers, officers, employees, representatives, legal and financial advisors, accountants, subcontractors, and other agents (collectively "Representatives") having a "need to know" and who have agreed to be bound by confidentiality obligations no less restrictive than those under this Grant Agreement. Each receiving party agrees to take all reasonable steps required to ensure that Confidential Information is secure and not disclosed, shall be responsible for any breach of this Grant Agreement by any of its Representatives, and, at its sole expense, take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

M. Miscellaneous. This Grant Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Grant Agreement. This Grant Agreement may be modified or amended only in writing, duly executed by both parties, except that, upon mutual written agreement (email is sufficient), the parties make minor modifications to the Grant Purpose, Grant Conditions, and Grant Period that do not materially alter its intended purpose. This Grant Agreement shall not be construed for or against any party based on which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Grantee and this Grant Agreement is fully executed. Charities and Grantee each represent that the individuals signing are duly authorized to execute this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Grant Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, effective as of the last date written below.

**"CHARITIES"**

PetSmart Charities, Inc.

Signature: \_\_\_\_\_

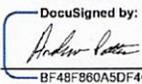
Name: Aimee Gilbreath

Title: President

Date: \_\_\_\_\_

**"GRANTEE"**

County Of San Diego

Signature:  \_\_\_\_\_  
BF48F860A5DF4C0...

Name: Andrew Potter

Title: Clerk of the Board

Date: 1/23/2026

**APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL**

County Of San Diego

Signature:  \_\_\_\_\_  
E2EC54572FAB4D7...

Name: Mark Day

Title: Senior Deputy County Counsel

Date: 1/22/2026

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.  
By:  Date: 1/23/20  
Deputy Clerk of the Board Supervisors

M. Miscellaneous. This Grant Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Grant Agreement. This Grant Agreement may be modified or amended only in writing, duly executed by both parties, except that, upon mutual written agreement (email is sufficient), the parties make minor modifications to the Grant Purpose, Grant Conditions, and Grant Period that do not materially alter its intended purpose. This Grant Agreement shall not be construed for or against any party based on which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Grantee and this Grant Agreement is fully executed. Charities and Grantee each represent that the individuals signing are duly authorized to execute this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Grant Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, effective as of the last date written below.

**“CHARITIES”**

PetSmart Charities, Inc.

Signature: \_\_\_\_\_

Name: Aimee Gilbreath

Title: President

Date: \_\_\_\_\_

**“GRANTEE”**

County Of San Diego

Signature: \_\_\_\_\_

Name: Vaughn Maurice

Title: Animal Services Director

Date: \_\_\_\_\_

**“GRANTEE”**

County Of San Diego

Signature: \_\_\_\_\_

Name: Andrew Potter

Title: Clerk of the Board

Date: \_\_\_\_\_



**APPROVED AS TO FORM AND  
LEGALITY COUNTY COUNSEL**

County Of San Diego

Signature: Mark Day

Name: Mark Day

Title: Senior Deputy County Counsel

Date: 1/21/2026



# County of San Diego

COSD CLERK OF THE BOARD  
2026 JAN 14 AM 10:27

**AMY HARBERT**  
DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY  
P.O. BOX 129261, SAN DIEGO, CA 92112-9261  
Phone: (858) 505-6700 or (800) 253-9933 Fax: (858) 505-6890  
www.sdcdehq.org

**HEATHER BUONOMO, REHS**  
DIRECTOR OF ENVIRONMENTAL HEALTH

January 5, 2026

TO: Andrew Potter  
Clerk of the Board of Supervisors

VIA: Dahvia Lynch  
Deputy Chief Administrative Officer *DL*

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

## EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Attached for your execution, pursuant to San Diego County Administrative Code, Article VIII, Section 123, is a revenue agreement with the State of California Department of Toxic Substances Control, for the Department of Environmental Health and Quality (DEHQ) to monitor imports and exports of hazardous wastes at the California/Mexico border crossing in San Diego and undertake enforcement activities when needed.

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

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

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

Enclosure



COSED CLERK OF THE BOARD  
2026 JAN 14 AM 10:27

# County of San Diego

**AMY HARBERT**  
DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY  
P.O. BOX 129261, SAN DIEGO, CA 92112-9261  
Phone: (858) 505-6700 or (800) 253-9933 Fax: (858) 505-6890  
www.sdcdehq.org

**HEATHER BUONOMO, REHS**  
DIRECTOR OF ENVIRONMENTAL HEALTH

January 5, 2026

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

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

## REQUEST FOR APPROVAL OF A REVENUE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL FOR HAZARDOUS WASTE MONITORING AT THE UNITED STATES/MEXICO BORDER

Pursuant to San Diego Administrative Code, Article VIII, Section 123, the Department of Environmental Health and Quality (DEHQ) is requesting CAO approval of a revenue agreement with the California Department of Toxic Substances Control (DTSC) for the monitoring of imports and exports of hazardous wastes at the California/Mexico border. The term of the contract will commence upon receipt/approval by the California Department of General Services, through June 30, 2026.

**A. SERVICES:** The services shall include:

- Project Management and Administration
- Inspections at the US/Mexico port of entry for proper handling of hazardous materials
- Investigating any findings
- Report violations and take necessary enforcement actions in coordination with other law enforcement agencies
- Provide training to region

**B. ALTERNATIVES:** In the absence of this agreement DTSC would be required to hire and train staff or contract with another agency with the necessary qualifications at greater cost. As the designated Certified Unified Program Agency (CUPA) for the County, no other local agency has the required enforcement authority to enforce the applicable regulations. The impacts of not providing this service would be major public health risks to the region.

**C. FISCAL IMPACT:** Funds for this revenue agreement amendment in the amount of \$82,884 are included in the Fiscal Year 2025-26 Operational Plan for the Department of Environmental Health and Quality. Compensation shall not exceed \$82,884 for services provided from the date approved by the California Department of General Services through June 30, 2026. This is a full cost recovery agreement including all internal and external indirect costs.

**D. AWARD NUMBER:** The Award Number assigned by the Auditor and Control for agreements with the state for this work is 126978.

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

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

COSO CLERK OF THE BOARD  
2026 JAN 14 AM 10:26

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#:

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 30 PAGES

AGREEMENT NUMBER 23-T5241	AMENDMENT NUMBER 1	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
Department of Toxic Substances Control

CONTRACTOR NAME  
County of San Diego

2. The term of this Agreement is:

START DATE  
December 11, 2023

THROUGH END DATE  
June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:  
\$197,854.94

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement 23-T5241 is hereby amended to extend the term end date from June 30, 2025, to June 30, 2026, and add \$26,854.94 to the Agreement. The total amount of the Agreement shall not exceed \$197,854.94.

The full Exhibits A, B, C\*, D, and E have been included and attached in their entirety. Text insertions or deletions in sections modified by Amendment 1 are displayed in red, bold, and underline or as strike-through text, respectively.

Exhibit A, Scope of Work, Section 2 and Section 4 have been modified.

Exhibit B, Budget Detail and Payment Provisions, Section 4, Section 5, and Section 6 have been modified.

\*Exhibit C, General Terms and Conditions (GTC- 04/2017) has been replaced in its entirety with General Terms and Conditions (GTC 02/2025) (viewable at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>). Exhibit C is incorporated by reference and made a part of this agreement as if attached hereto.

All other terms and conditions shall remain the same.

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

**CONTRACTOR**



CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) County of San Diego				
CONTRACTOR BUSINESS ADDRESS P.O. Box 129261		CITY San Diego	STATE CA	ZIP 92112
PRINTED NAME OF PERSON SIGNING Andrew Potter		TITLE Clerk, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE 		DATE SIGNED 1/15/26		

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §123.  
By:   
Deputy Clerk of the Board Supervisors Date: 1/14/26

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 30 PAGES

AGREEMENT NUMBER

23-T5241

AMENDMENT NUMBER

1

Purchasing Authority Number

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTING AGENCY ADDRESS

1001 I Street, P.O. Box 806

CITY

Sacramento

STATE

CA

ZIP

95812

PRINTED NAME OF PERSON SIGNING

Jessica Heinz

TITLE

Chief, Contracting Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## EXHIBIT A

### SCOPE OF WORK

1. County of San Diego (Contractor) agrees to enter into a Contract with the Department of Toxic Substances Control (DTSC) to monitor imports and exports of hazardous wastes at the California/Mexico Border crossing in San Diego County and undertake appropriate enforcement actions resulting from those activities.
2. The DTSC Contract Manager and Contractor Representative during the term of this Contract will be:

#### DTSC Contract Manager

Carlo Rodriguez, Unit Chief  
Enforcement & Emergency Response Division  
Department of Toxic Substances Control  
7575 Metropolitan Drive, Suite 108  
San Diego, CA 92108  
Phone: (619) 458-7665  
Fax: (619) 516-1963  
Email: [Carlo.Rodriguez@dtsc.ca.gov](mailto:Carlo.Rodriguez@dtsc.ca.gov)

#### Contractor Representative

Todd Burton, **Zoraida Moreno**  
Supv Env Health Spec (SEHS)  
**Chief**, Hazardous Materials Division  
Dept of Environmental Health and Quality  
County of San Diego  
P.O. Box 129261  
San Diego, CA 92112-9261  
Phone: (858) 505-6977 **(619) 454-9682**  
Fax: (858) 505-6786  
Email: [Todd.Burton@sdcounty.ca.gov](mailto:Todd.Burton@sdcounty.ca.gov)  
[Zoraida.Moreno@sdcounty.ca.gov](mailto:Zoraida.Moreno@sdcounty.ca.gov)

The DTSC Contract Administrator for this Contract will be:

#### DTSC Contract Administrator

Moneel Singh  
Department of Toxic Substances Control  
1001 I Street, PO Box 806  
Sacramento, CA 95812  
Phone: (916) 327-1196  
Email: [Moneel.Singh@dtsc.ca.gov](mailto:Moneel.Singh@dtsc.ca.gov)

3. The contacts listed in Exhibit A, Section 2 may be changed at any time upon written notification to the other party with a copy to DTSC's Contracts Unit at [contracts@dtsc.ca.gov](mailto:contracts@dtsc.ca.gov).
4. Description of Services

Contractor shall provide technical assistance to the California Environmental Protection Agency (Cal/EPA), DTSC San Diego Field Office (DTSC SDFO) in the area of hazardous waste inspection, enforcement initiatives, and emergency response utilizing one (1) part-time Environmental Health Specialist I (EHS), one (1) part-time EHS II, one (1) part-time EHS III, one (1) part-time Supervising EHS, and one (1) part-time Environmental Health Technician in accordance with the following:

#### A. Objectives

- 1) Conduct inspections on imports and exports of hazardous wastes, hazardous materials, and cargo at the California/Mexico border crossing(s) in San Diego

County to ensure proper characterization, packaging, labeling, and manifesting of hazardous waste and hazardous materials. Undertake measured enforcement actions resulting from the illegal movement of hazardous wastes with the guidance of the DTSC SDFO.

- 2) Respond to complaints involving imports and exports of hazardous wastes between California and Mexico.
- 3) Foster closer ties between DTSC SDFO and Contractor across all issues concerning the California/Mexico Border.

B. Activities

~~1) General Issues~~

- ~~i. Contractor staff shall follow the guidance of the DTSC in this Contract in accordance with the principles of the 1983 La Paz Agreement, and the U.S.-Mexico Border 2025 Program in guiding inspections of vehicles along the U.S./Mexico border region.~~

~~2) Port of Entry Inspections and Enforcement~~

- ~~i. Primary Activity – Contractor staff shall conduct north bound truck inspections at the Otay Mesa Port of Entry, San Diego County, one (1) to two (2) times a week at the discretion and in consultation with DTSC. Each agency (DTSC and Contractor), whenever possible, will provide their own backup inspectors for their respective border inspection days. Upon approval by San Diego County management and the DTSC Contract Manager, the Contractor shall conduct southbound inspections during regular work hours, after hours, weekends, and holidays as scheduled between the Contractor and DTSC SDFO. These inspections shall be scheduled to include law enforcement agencies such as United States Customs and Border Protection (U.S. CBP) and California Highway Patrol (CHP). Compensation will be provided through funds made available in this Contract.~~
- ~~ii. Contractor staff shall also be available to investigate suspicious shipments of hazardous materials and hazardous waste when requested by U.S. CBP officials, DTSC, CHP, DTSC Office of Criminal Investigations, and the U.S. Environmental Protection Agency (U.S. EPA) on an "as needed" basis. The investigations shall be done to determine if shipments are properly characterized and whether enforcement is appropriate, given the outcome of the investigation. Contractor will notify DTSC SDFO when requested to assist with an investigation.~~
- ~~iii. These activities may involve Contractor staff working at the U.S. CBP Ports of Entry at Otay Mesa and San Ysidro border crossings. (Tecate to be inspected on an as needed basis when requested by U.S. CBP, DTSC, CHP, or other officials with prior approval from San Diego County management and DTSC Contract Manager).~~
- ~~iv. The Contractor, when necessary, shall obtain samples of cargo including~~

~~hazardous materials or hazardous wastes, photocopies of applicable documents reviewed, and photographs to document violations observed during inspections. These pieces of evidence shall be included as attachments to any narrative report prepared. The Contractor has the option of sending samples they obtain to a contracted lab and be reimbursed under this Contract for the costs of analysis or relinquish control of the samples to DTSC SDFO for analysis. The Contractor shall issue any notice of violation (NOV) when required.~~

~~v. In coordination with DTSC SDFO, formal enforcement actions will be pursued when warranted involving non-Resource Conservation and Recovery Act (Non-RCRA) waste and Resource Conservation and Recovery Act (RCRA) waste.~~

~~vi. If civil or criminal activity is suspected, the Contractor may refer the case to the local District Attorney, U.S. Attorney, or to the appropriate enforcement agency for further investigation.~~

~~vii. The Contractor shall consult with the DTSC SDFO on any investigation commencing from this Contract once it becomes clear to the Contractor that a viable criminal, civil, or administrative enforcement action could be pursued. The DTSC SDFO shall be notified by the Contractor whenever it is determined that an investigation will not be pursued by Contractor to allow the DTSC SDFO to determine whether to pursue further investigation. The DTSC SDFO shall consult with the Contractor on any investigation commencing from the border inspections once it becomes clear to DTSC SDFO that a viable criminal, civil, or administrative enforcement action could be pursued.~~

### ~~3) Training~~

~~i. The Contractor may hold periodic interagency trainings with DTSC and U.S. CBP on emergency response, sampling procedures, instrumentation, and hazard categorization as it relates to border inspection activities and release scenarios that could happen at the port(s) with previous approval by the DTSC Contract Manager.~~

## C. Description of Activities

### 1) General Issues (Subject to availability of Contract funding)

- i. Contractor shall communicate hazardous waste transportation issues with DTSC, U.S. CBP, DOT, and CHP officials located in San Diego and Imperial counties.
- ii. Contractor shall provide input to DTSC SDFO on policy and procedures regarding shipments of hazardous waste between the U.S. and Mexico by the maquiladora industry and U.S. importers/exporters and registered transporters.

iii. Contractor shall schedule and meet on a quarterly basis with DTSC SDFO to discuss border issues directly related to this Contract and border related issues.

**iv. Contractor staff shall follow the guidance of the DTSC in this Contract in accordance with the principles of the 1983 La Paz Agreement, and the U.S. - Mexico Border 2025 Program (or its successor program) in guiding inspections of vehicles along the U.S./Mexico border region.**

2) Port of Entry Inspection and Enforcement

i. Contractor shall conduct inspection of cargo and shipping containers at the border crossings. As needed, Contractor shall conduct inspections at U.S. broker facilities, transporter yards, and other facilities to be determined.

ii. Contractor shall review shipping papers, hazardous waste manifests, and any other associated documents.

iii. Contractor shall collect samples to verify the declarations made on the shipping papers by the Importer of Record or for validating violations for enforcement purposes.

iv. Contractor shall photograph suspicious containers and shipments.

v. Contractor shall document inspections using appropriate forms and checklists.

vi. Contractor shall coordinate with appropriate Federal, State, and local agencies as needed.

vii. Contractor shall prepare and submit reports to DTSC SDFO on a quarterly basis to include when appropriate, issues of importance, problems identified by the Contractor and recommendations for follow-up activities.

**viii. Primary Activity - Contractor staff shall conduct north bound truck inspections at the Otay Mesa Port of Entry, San Diego County, two (2) to three (3) times a week at the discretion and in consultation with DTSC. Each agency (DTSC and Contractor), whenever possible, will provide their own backup inspectors for their respective border inspection days. Upon approval by San Diego County management and the DTSC Contract Manager, the Contractor shall conduct southbound inspections during regular work hours, after-hours, weekends, and holidays as scheduled between the Contractor and DTSC SDFO. These inspections shall be scheduled to include United States Customs and Border Protection (U.S. CBP) and when available, the California Highway Patrol (CHP). Compensation will be provided through funds made available in this Contract.**

- ix. Contractor staff shall also be available to investigate suspicious shipments of hazardous materials and hazardous waste when requested by U.S. CBP officials, DTSC, CHP, DTSC Office of Criminal Investigations, and the U.S. Environmental Protection Agency (U.S. EPA) on an "as needed" basis. The investigations shall be done to determine if shipments are properly characterized and whether enforcement is appropriate, given the outcome of the investigation. Contractor will notify DTSC SDFO when requested to assist with an investigation.
- x. These activities may involve Contractor staff working at the U.S. CBP Ports of Entry at Otay Mesa and San Ysidro border crossings. (Tecate to be inspected on an as needed basis when requested by U.S. CBP, DTSC, CHP, or other officials with prior approval from San Diego County management and DTSC Contract Manager).
- xi. The Contractor, when necessary, shall obtain samples of cargo including hazardous materials or hazardous wastes, photocopies of applicable documents reviewed, and photographs to document violations observed during inspections. These pieces of evidence shall be included as attachments to any narrative report prepared. The Contractor has the option of sending samples they obtain to a contracted lab and be reimbursed under this Contract for the costs of analysis or relinquish control of the samples to DTSC SDFO for analysis. The Contractor shall issue any notice of violation (NOV) when required.
- xii. In coordination with DTSC SDFO, formal enforcement actions will be pursued when warranted involving non-Resource Conservation and Recovery Act (Non RCRA) waste and Resource Conservation and Recovery Act (RCRA) waste.
- xiii. If civil or criminal activity is suspected, the Contractor may refer the case to the local District Attorney, U.S Attorney, or to the appropriate enforcement agency for further investigation.
- xiv. The Contractor shall consult with the DTSC SDFO on any investigation commencing from this Contract once it becomes clear to the Contractor that a viable criminal, civil, or administrative enforcement action could be pursued. The DTSC SDFO shall be notified by the Contractor whenever it is determined that an investigation will not be pursued by Contractor to allow the DTSC SDFO to determine whether to pursue further investigation. The DTSC SDFO shall consult with the Contractor on any investigation commencing from the border inspections once it becomes clear to DTSC SDFO that a viable criminal, civil, or administrative enforcement action could be pursued.

3) Training

- i. ~~Contractor shall develop and maintain binational notification procedures between the U.S. and Mexico Hazardous Materials Emergency Response~~

agencies during chemical emergencies that may have a cross border impact. The Contractor may hold periodic interagency trainings with DTSC and U.S. CBP on emergency response, sampling procedures, instrumentation, and hazard categorization as it relates to border inspection activities and release scenarios that could happen at the port(s) with previous approval by the DTSC Contract Manager.

D. Reports

- 1) Every quarter, or more frequently, as deemed appropriate, Contractor and DTSC SDFO staff assigned to the border shall meet to discuss the issues observed at the Ports of Entry and compare notes on investigations. Every effort must be taken to provide information between Contractor and DTSC SDFO border inspectors and management on the issues along the border.
- 2) Discussions must include at a minimum:
  - i. Status of investigations and enforcement actions.
  - ii. Trends and issues identified during the course of transporter inspections.
  - iii. Schedule of future training events, including training agendas.
  - iv. Summary of training and presentations given.
  - v. Summary of training and border meetings attended.
  - vi. A Quarterly Invoice will include the necessary billing information (in a reporting format agreed upon by both DTSC SDFO and Contractor fiscal staff prior to the effective date of the Contract) as follows:
    - a) List of inspections and investigations conducted.
    - b) Hours charged in each work activity category.
    - c) Total of hours and charges.
    - d) Laboratory analysis costs.
    - e) Incorporate a glossary of activity codes and specific task codes used by Contractor to report labor hours in the billing information.
    - f) Ensure there are specific task codes for each billable element in the statement of work.
    - g) Personnel rates and fully loaded costs charged to DTSC will be only provided (average hourly rate for EHS staff plus overheads) in the signed Contract and not detailed in each Quarterly Report provided to DTSC.
    - h) A summary of salaries and benefits by task code and total labor hours for each Contractor staff member charging to this Contract, plus services and supplies, will be provided with each Quarterly Invoice.

- i) Line-item equipment costs.
- j) Fourth quarter invoice to be provided to DTSC no later than the 21st of July following the end of each fiscal year that this Contract is in effect.
- k) Contractor will reimburse DTSC for any charges to the Contract, which they are reimbursed through court settlements (i.e., administrative costs for inspector's time).

**E. Staffing**

- 1) The Contractor shall fulfill the responsibilities of this Agreement with the following part-time classifications: EHS I, EHSII, EHS III, Supervising Environmental Health Specialist and an EHS Technician.

**F. Staffing Responsibilities**

- 1) Environmental Health Technician
  - i. Photocopy and prepare all training manuals as directed.
  - ii. Calibrate and maintain hazard detection equipment used for border inspection related activities, as directed.
- 2) Environmental Health Specialist I/ II/ III
  - i. Conduct inspection and enforcement activities of hazardous materials and hazardous waste transporters in the CA/Mexico border region. Investigate, with DTSC inspectors, the potential violations of improper packaging, transportation, and disposal of hazardous waste throughout the CA/Mexico border region.
  - ii. Sample and photograph contents of containers of hazardous waste being unlawfully transported to the border by transportation companies. Perform sampling activities in compliance with Cal-OSHA requirements for sampling hazardous waste. The OSHA "buddy" system will be employed for all sampling operations when the staff is required to wear personal protective equipment. Backup staff will be made available using U.S. CBP, DTSC, or similarly certified Contractor staff.
  - iii. Interview truck drivers, brokers, importers of record, or possibly exporters to determine the degree of compliance with Federal and State hazardous waste laws and regulations. Document the information from the interviews and submit them to the DTSC SDFO expeditiously.
  - iv. Work with U.S. and Mexico Customs personnel and investigators at the border crossings to examine cargo contained within the trucks, trailers, and other vehicles to evaluate compliance with Federal and State hazardous waste requirements.

- v. Coordinate investigations with State and Federal criminal investigators and the U.S. Attorney or County District Attorney's office to prosecute violators of hazardous waste requirements.
  - vi. Investigate hazardous waste generators within San Diego County that allow waste to be transported to the border in an unlawful manner. Document the investigation for future enforcement action by DTSC or other regulatory agencies.
  - vii. Assist U.S. CBP and DTSC inspectors, as needed in gathering samples of suspected hazardous waste along the border region. At the request of the Mexican Government, assist in obtaining samples of suspected hazardous waste in Baja California for analysis in the United States or Mexico.
  - viii. Write detailed reports on the participation in the above areas for use by enforcement and regulatory agencies on both sides of the border. Testify in court in criminal or civil proceedings when necessary, on any of the above issues.
  - ix. Provide a written summary of the above activities to be included in the Contractor quarterly report to DTSC.
- 3) Supervising Environmental Health Specialist
- i. Supervise and direct staff working on the border inspection and enforcement. Provide direction and management support to assist staff in the performance of their duties.
  - ii. Provide supervisory review of work performed by border staff and coordinate the quarterly reports and quarterly invoices submitted to the DTSC. Participate in enforcement activities with staff to assist in the development of administrative, criminal, or civil action for hazardous waste violations.
  - iii. Provide resources and equipment for staff to utilize in performing investigator activities related to the border Contract.

#### **G. Notifications**

- 1) **Contractor shall develop and maintain binational notification procedures between the U.S. and Mexico Hazardous Materials Emergency Response agencies during chemical emergencies that may have a cross-border impact**

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- A. Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill the State in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- B. Invoices shall be submitted in duplicate: one (1) original hard copy on Contractor's letterhead and one (1) copy in PDF format. The invoice shall include the Contract number and dates of service covered. Submit all invoices to:

Department of Toxic Substances Control  
Attn: Accounts Payable, Contract No. 23-T5241  
P. O. Box 806, Floor 21-B  
Sacramento, California 95812-0806

- C. Contractor shall submit no more than one (1) invoice per month.

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 Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purpose of this program, State shall have the option to either cancel this Contract with no liability occurring to State, or offer a Contract 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. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

4. **Budget**

Contracted budget for period July 2023 through June 2025, based on Project Labor Rates for the 2023-2025 period, cost calculated on 12 months of service. The Budget for this Contract shall not exceed \$171,000.00 **\$197,854.94**.

<b>TOTAL BUDGET FOR CONTRACT</b>	
<b>Total budget for FY 23-24</b>	<b>\$85,500</b>
<b>Total budget for FY 24-25</b>	<b>\$85,500</b>
<b>TOTAL AMOUNT</b>	<b>\$171,000</b>

5. **Rates**

The projected hourly rate for a fully loaded Environmental Health Specialist I (EHS I), Environmental Health Specialist II (EHS II), Environmental Health Specialist III (EHS III), Supervising Environmental Health Specialist (SEHS), and Environmental Health Technician (EH Tech) is shown in the cost tables below.

<b>Hazardous Materials Division (HMD) FY 23-24 Hourly Rates</b>	
SEHS	\$168.53
EHS III	\$154.06
EHS II	\$119.63
EHS I	\$89.41
EH Tech	\$42.82

<b>Hazardous Materials Division (HMD) FY 24-25 Hourly Rates</b>	
SEHS	\$175.61
EHS III	\$160.89
EHS II	\$124.90
EHS I	\$91.87
EH Tech	\$46.97

<b><u>Hazardous Materials Division (HMD) FY 25-26 Hourly Rates</u></b>	
<b><u>SEHS</u></b>	<b><u>\$180.88</u></b>
<b><u>EHS III</u></b>	<b><u>\$165.72</u></b>
<b><u>EHS II</u></b>	<b><u>\$128.65</u></b>
<b><u>EHS I</u></b>	<b><u>\$94.63</u></b>
<b><u>EH Tech</u></b>	<b><u>\$48.38</u></b>

6. **Budget Breakdown**

Contract costs do not reflect projected services by Contractor for Emergency Response, and Complaint Investigations. Services are provided by Contractor on an “as needed” basis only. Contractor participation in southbound inspections is not budgeted and will be at the request of DTSC. Contractor Costs associated with southbound inspections, emergency response, and complaints will be paid for by funds allocated to current FY.

The number of Contractor northbound inspections at the Port of Entry, meetings, and trainings will be reduced to offset the costs associated with southbound inspections, emergency response, and complaint investigations.

A. Inspection Budget for POE Inspections Northbound & Emergency Response & Complaints

Note: Includes up to \$2500.00 for hazardous waste sampling supplies and anticipated laboratory analysis including safety, air monitoring, and protective equipment supplies. These costs are an estimate based on past experience (two (2) inspection days a week) and will only be billed if they are required.

INSPECTION BUDGET	Position	Hours	Hourly Rate	Total
FY 23-24 (60% of Inspections)	EHS II	230.4	\$ 119.63	\$ 27,562.75 <b>\$ 28,340.36</b>
FY 23-24 (40% of Inspections)	EHS III	153.6	\$ 154.06	\$ 23,663.61 <b>\$ 2,284.09</b>
FY 23-24 ER & Complaints	EHS III	14	\$ 154.06	\$ 2,156.84 <b>\$ 0.00</b>
FY 23-24	Enforcement Costs			\$ 2,500.00 <b>\$ 0.00</b>
<b>FY 23-24</b>	<b>Miscellaneous</b>			<b>\$ 1,548.07</b>
				<b>\$55,883.20</b>
<b>Inspection Budget for FY23-24</b>				<b>\$32,172.52</b>
FY 24-25 (60% of Inspections)	EHS II	230.4	\$ 124.90	\$ 28,776.96 <b>\$ 36,123.19</b>
FY 24-25 (40% of Inspections)	EHS III	153.6	\$ 160.89	\$ 24,712.70 <b>\$ 21,761.49</b>
FY 24-25 ER & Complaints	EHS III	14	\$ 160.89	\$ 2,252.46 <b>\$ 0.00</b>
FY 24-25	Enforcement Costs			\$ 2,500.00 <b>\$ 0.00</b>
<b>FY 24-25</b>	<b>Miscellaneous</b>			<b>\$ 8,354.18</b>
				<b>\$58,242.12</b>
<b>Inspection Budget for FY24-25</b>				<b>\$66,238.86</b>
<u>FY 25-26 (60% of Inspections)</u>	<u>EHS II</u>			<b>\$ 40,415.55</b>
<u>FY 25-26 (40% of Inspections)</u>	<u>EHS III</u>			<b>\$ 18,775.90</b>
<u>FY 25-26 ER &amp; Complaints</u>	<u>EHS III</u>			<b>\$ 0.00</b>
<b>FY 25-26</b>	<b>Enforcement Costs</b>			<b>\$ 0.00</b>
<b>FY 25-26</b>	<b>Miscellaneous</b>			<b>\$ 8,974.82</b>
<b>Inspection Budget for FY25-26</b>				<b>\$ 68,166.27</b>
<b>Total Inspection Budget</b>				<b>\$ 114,125</b> <b>\$166,577.65</b>

**B. Training Budget**

The Training budget includes costs for preparing one training annually, to include the course, setting up the hands-on exercises, producing PowerPoint presentations and miscellaneous equipment and supply Costs.

<b>TRAINING BUDGET</b>				
	Position	Hours	Hourly Rate	Total
FY 23-24	EHS II	46	\$ 119.63	\$ 1,914.08
				<del>\$ 0.00</del>
	EHS III	48	\$ 154.06	\$ 2,773.08
				<del>\$ 0.00</del>
	SEHS	8	\$ 168.53	\$ 1,348.24
				<del>\$ 0.00</del>
	EH Tech	8	\$ 42.82	\$ 342.56
			<del>\$ 0.00</del>	
	PER DIEM		0	0
	Miscellaneous			\$ 750.00
				<del>\$ 0.00</del>
<b>Training Budget for FY 23-24:</b>				<del>\$ 7,127.96</del>
				<del>\$ 0.00</del>
FY 24-25	EHS II	46	\$ 124.90	\$ 1,998.40
				<del>\$ 0.00</del>
	EHS III	48	\$ 160.89	\$ 2,896.02
				<del>\$ 0.00</del>
	SEHS	8	\$ 175.64	\$ 1,404.88
				<del>\$ 1,522.72</del>
	EH Tech	8	\$ 46.97	\$ 375.76
			<del>\$ 0.00</del>	
	PER DIEM		0	0
	Miscellaneous			\$ 785.53
				<del>\$ 0.00</del>
<b>Training Budget for FY 24-25:</b>				<del>\$ 7,460.59</del>
				<del>\$ 1,522.72</del>
<b><u>FY 25-26</u></b>	<b><u>EHS II</u></b>			<del>\$ 0.00</del>
	<b><u>EHS III</u></b>			<del>\$ 0.00</del>
	<b><u>SEHS</u></b>			<del>\$ 0.00</del>
	<b><u>EH Tech</u></b>			<del>\$ 0.00</del>
	<b><u>PER DIEM</u></b>			<del>0</del>
	<b><u>Miscellaneous</u></b>			<del>\$ 0.00</del>
<b><u>Training Budget for FY 25-26:</u></b>				<del>\$ 0.00</del>
				<del>\$ 14,589</del>
<b>Total Training Budget</b>				<del>\$ 1,522.72</del>

C. Administrative Budget

This portion of the Budget is for: Administrative Meetings, Supervision, clerical support, database management, and reports.

<b>ADMINISTRATIVE BUDGET</b>	Position	Hours	Hourly Rate	Total
FY 23-24	EHS II	16	\$119.63	<del>\$ 1,914.08</del> <b>\$ 518.99</b>
	EHS III	12	\$154.06	<del>\$ 1,848.72</del> <b>\$ 609.15</b>
	SEHS	88	\$168.53	<del>\$ 14,830.64</del> <b>\$ 1,855.43</b>
	EHST	48	\$ 42.82	<del>\$ 2,055.36</del> <b>\$ 0.00</b>
	<b>Administrative Budget for FY 23-24:</b>			
FY 24-25	EHS II	16	\$124.90	<del>\$ 1,998.40</del> <b>\$ 2,068.49</b>
	EHS III	12	\$160.89	<del>\$ 1,930.68</del> <b>\$ 4,180.56</b>
	SEHS	88	\$175.61	<del>\$ 15,453.68</del> <b>\$ 5,457.22</b>
	EHST	48	\$ 46.97	<del>\$ 2,254.56</del> <b>\$ 346.11</b>
	<b>Administrative Budget for FY 24-25:</b>			
<b><u>FY 25-26</u></b>	<b><u>EHS II</u></b>			<b>\$ 2,385.18</b>
	<b><u>EHS III</u></b>			<b>\$ 5,120.70</b>
	<b><u>SEHS</u></b>			<b>\$ 6,520.50</b>
	<b><u>EHT</u></b>			<b>\$ 692.24</b>
<b>Administrative Budget for FY 25-26:</b>				<b>\$ 14,718.62</b>
<b>Total Administrative Budget</b>				<del>\$ 42,286</del> <b>\$ 29,754.57</b>

D. Total Budget Breakdown

DESCRIPTION	TOTAL COST
Inspection Budget	\$114,125 <b>\$166,577.65</b>
Training Budget	\$14,589 <b>\$1,522.72</b>
Administrative Budget	\$42,286 <b>\$29,754.57</b>
<b>Contract Budget Total</b>	<b>\$171,000</b> <b>\$197,854.94</b>

**\* Miscellaneous: Travel to and from site and equipment including, nitrile gloves, full face respirator cartridges, Tyvek suits, Tychem suits.**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. **Accounting Requirements**

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization. The accounting system must include adequate cost accounting procedures that will provide accurate costs for not only this Contract but also subcontracts, if any.

2. **Contract Limits**

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

3. **Approval of Work**

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions, (GTC) this Contract requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon Contractor's conformance to the requirements of the Scope of Work, Exhibit A. The Department of Toxic Substances Control's (DTSC) acceptance shall not be unreasonably withheld. If any service performed is deemed not acceptable, the Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable.

4. **Assignment of Rights, Delegation of Duties**

Contractor shall not transfer by assignment, delegation, subcontract, or notation the performance or benefits of this Contract or any part thereof, except as provided herein, without the prior written approval of DTSC. DTSC's consent to one or more assignments, delegations, or subcontracts hereunder shall not constitute a waiver or diminution of State's absolute right to consent to each and every subsequent assignment or subcontract. Contractor may not, without prior written consent of DTSC, assign any other right.

5. **Audit**

Notwithstanding the Audit Clause in Exhibit C, GTC, DTSC adds the following:

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

6. **Brokerage or Contingent Fees**

Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon understanding or Contract for a commission, percentage, brokerage or contingent fee, except bona fide employees or established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to terminate this Contract without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingency fee.

7. **Confidentiality**

All data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure.

At a minimum, during non-working hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

The Contractor and his/her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

The Contractor and all subcontractors shall immediately notify DTSC of any request from a third party for disclosure of any information relating to this Contract, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. **Conflict of Interest**

The Contractor shall disclose any financial, business, or other relationship with DTSC that may have an impact upon the outcome of this Contract and/or any ensuing project to follow. The Contractor shall also list current clients who may have a financial interest in the outcome of this project. Contractor also complies with PCC, 10410 and 10411.

9. **Contract Rates**

Contract rates will be paid to the Contractor pursuant to Exhibit B of this Contract. These rates shall be in effect for the Contract term. DTSC and Contractor mutually agree and acknowledge that the budget as identified is for billing purposes and does not necessarily reflect actual amounts paid by Contractor to subcontractors or employees. This provision is intended for purposes of clarification only and does not relieve Contractor of responsibility for compliance with any other provision of this Contract.

10. **Contractor Resource Levels, Standards**

Contractor shall meet all the contractual requirements and responsibilities listed herein. Contractor shall provide sufficient resources, including staff support, to fully execute all responsibilities required by this Contract. Contractor further agrees that its performance of work and services under this Contract shall conform to professional standards.

During the course of this Contract, DTSC reserves the right to approve, in advance, in writing, any changes to be made by the Contractor as to the individuals for whom resumes were submitted.

DTSC's review and approval will be made to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications, in scope, breadth, and depth, to those staff originally accepted as part of this Contract. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships in the performance of their duties. DTSC approval shall not be unreasonably withheld.

11. **Copyrights and Ownership of Data**

The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all data created, provided, or developed under this Contract, whether or not published or produced. The copyright to any and all data created, provided, or developed under this Contract belongs to the State from the moment of creation.

The State retains all rights to use, reproduce, distribute, or display any data created, provided, developed, or produced under this Contract and any derivative products based on Contract data, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law. At any time the Contractor enters into an Contract with another party in order to perform the work required under this Contract, the Contractor shall require the Contract to include language granting the State the copyright for any data created, provided, developed, or produced under the Contract and ownership of any data not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any data where the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such data in any manner for governmental purposes and to have or permit others to do so.

All data distributed under the terms of this Contract and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of DTSC's Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

12. **Dispute**

In addition to Exhibit C, Section 6:

Except as otherwise provided, if the Contractor disputes a decision of the DTSC Contract Manager regarding the performance under the Contract or other issue for which the DTSC Contract Manager is authorized by the Contract to make a binding decision, the Contractor

shall provide written dispute notice to the DTSC Contract Manager within fifteen (15) calendar days after the date of receipt of the decision of the DTSC Contract Manager.

The written dispute notice required shall contain the following information: 1) the decision under dispute; 2) the reason the Contractor believes the decision of the DTSC Contract Manager is in error; 3) identification of all documents and substance of all oral communication which support the Contractor's position; and 4) the dollar amount in dispute (if known).

The DTSC Contract Manager shall issue a dispute decision, in writing, within sixty (60) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to the Contractor by email and by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of the DTSC Contract Manager shall contain the following information: 1) a description of the dispute; 2) a reference to pertinent Contract provisions; 3) a statement of the factual areas of agreement or disagreement; and 4) a statement of the DTSC Contract Manager's decision with supporting rationale.

The decision of the DTSC Contract Manager shall be final unless within fifteen (15) calendar days from the date of receipt of the DTSC Contract Manager's decision, the Contractor files a notice of appeal addressed to the Deputy Director, Hazardous Waste Management Program, Department of Toxic Substances Control, 1001 I Street, PO Box 806, Sacramento, California 95812-0806 with a copy to the DTSC Contract Manager by email. The notice shall contain the original submission to the DTSC Contract Manager, along with any additional arguments related to the decision issued by the DTSC Contract Manager. The Deputy Director shall issue a decision on the matter within sixty (60) days, unless the Deputy Director requires additional time, and the Contractor is notified in writing that the decision will be issued within ninety (90) days. If no decision is issued within this timeframe, the appeal shall be deemed denied. The decision of the Deputy Director shall be final.

13. **Entire Contract**

This Contract supersedes all prior Contracts; oral or written, made with respect to the services provided herein.

14. **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 Contract. California may pay any applicable sales and use tax imposed by another state.

15. **Health and Safety Responsibility**

Contractor shall be solely responsible for the health and safety protection of its employees.

**16. Insurance Requirements**

**A. General Requirements**

1. When the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to DTSC certificates of insurance for the Contractor, and any Subcontractor, as required, meeting all the requirements in this section. DTSC will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance. Contractor is responsible for any deductible or self-insurance retention contained within their insurance program. In the event that Contractor, or any Subcontractor, fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract for cause upon the occurrence of such event.
2. All insurance companies must carry a rating acceptable to DTSC, and the Department of General Services' Office of Risk and Insurance Management (ORIM), if ORIM approval is required. If the Contractor is self-insured for a portion or all of its insurance, review and approval of financial information including a letter of credit may be required.
3. All required insurance in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State. Coverage must be in force for the complete term of the contract, including any amendments. If any insurance expires during the term of the contract, a new certificate must be provided to the DTSC Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must comply with the requirements of this section.
4. Contractor agrees to notify the DTSC Contract Manager in writing within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage. If any Subcontractor insurance is provided to meet this requirement, Contractor agrees to require Subcontractor to notify the Contractor and the DTSC Contract Manager in writing within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage.
5. If Contractor uses any Subcontractors to complete performance of this Contract, Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance equal to the policies, coverages and limits required of Contractor in this Contract.
6. New certificates of insurance are subject to the approval of DTSC, and if approval is required, ORIM. Contractor agrees that no work or services shall be performed prior to the giving of such approval.
7. Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate

the Contractor's obligations under the Contract. All insurance required by this Contract must allow DTSC to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention is at the State's discretion. All coverage and limits available to the Contractor shall also be available and applicable to the State.

**B. Required Insurance**

Contractor must maintain the following types of policies, in the amounts and pursuant to the terms specified below.

**1. *Commercial General Liability***

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for bodily injury and property damage liability. 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 which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

**2. *Automobile Liability***

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

**3. *Pollution Liability***

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form, or its equivalent. Limits of not less than \$2,000,000.00 per incident, and annual aggregate amount of \$4,000,000.00 shall be provided. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

4. *Professional Liability*

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 policy aggregate. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

5. *Workers' Compensation and Employer's Liability*

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 Contract. In addition, employer's liability limits of \$1,000,000.00 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this Contract, Contractor acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

17. **Licenses**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) expires at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

18. **News Releases and Publicity**

The Contractor shall not issue any news releases or make any statement to the news media regarding the operational procedures of this Contract, the meetings or decisions related to this Contract, or to the status of work related to this Contract without prior written approval of DTSC.

19. **Potential Subcontractors**

Nothing contained in this Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be

as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

20. **Release of Claims**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract and for every act and neglect of the State and others relating to or arising out of this Contract.

21. **Release of Data**

The Contractor shall not release or disclose any work products created, produced, or developed pursuant to this Contract to any person, except to Contractor personnel, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the data. Data include, but are not limited to drafts or works in progress. The Contractor shall employ reasonable procedures to protect these data from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

The Contractor shall not release or disclose to other persons any work/data created, produced, or developed pursuant to this Contract, including but not limited to, drafts prior to DTSC approval of the final work product. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

22. **Responsibilities Upon Termination**

After receipt of notification of termination of this Contract, and except as otherwise specified by the State, the Contractor shall stop work under this Contract on the date specified in the written notice of termination. In compliance with GC 11010.5(a), the Contractor shall do all of the following:

- a) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated.
- b) Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Contractor under the orders in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- c) Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this

section.

- d) Upon effective date of termination of the Contract and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations.
- e) Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

**23. Rights to Data**

Notwithstanding any other provision of this Contract or its Exhibits, Contractor and DTSC understand and agree that the provision entitled “Copyrights and Ownership of Data” governs all ownership right to data files and databases.

**24. Severability**

Should any provision of this Contract be declared or found to be illegal, unenforceable, ineffective, or void, then each party shall be relieved of any obligations arising in such provision. All other provisions of this Contract shall remain in effect.

**25. Substitution of Subcontractors**

The Contractor must use the DVBE subcontractors and/or suppliers proposed to the State unless a substitution is requested. The Contractor must request the substitution in writing to DTSC and DTSC must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the business enterprise to be substituted, including the DVBE certification status of the firm or if a non-DVBE subcontractor, the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Contract that the substituted firm will perform.

**26. Termination for Convenience**

Notwithstanding GTC termination clause the DTSC adds the following:

DTSC may terminate performance of work under this Contract in whole or, from time to time, in part, whenever DTSC in its discretion determines that such termination is in the best interests of the State. DTSC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The Contractor shall: Stop work as specified in the Notice of Termination. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of this Contract.

Terminate all subcontracts to the extent they relate to the work terminated. Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by Contractor in connection with the terminated portion of this Contract. Resolve all outstanding liabilities arising from the termination of subcontracts and supplier Contracts. The resolution of such liabilities shall be subject to DTSC approval or ratification.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in this Contract, for work performed and expenses incurred prior to the effective date of the Notice of Termination for Convenience and accepted by DTSC that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses exceed the maximum amount payable under this Contract.

27. **Termination for Default**

State may terminate performance of work under this contract in whole, or in part, whenever Contractor or its subcontractors shall default in performance of this Contract and shall fail to cure such default within a period of ten (10) days (or such longer period as the Contract Manager may allow) after receipt from the Contract Manager of a written notice specifying the default. Such termination shall be referred to herein as "Termination for Default".

If after notice of termination of this contract for default, it is determined by State or a court that Contractor was not in default or that Contractor's failure to perform or make progress in performance was due to causes beyond the control or was not caused by the error or negligence of Contractor, or any subcontractor, the notice of termination shall be deemed to have been issued as a termination for the convenience of State, and the rights and obligations of the parties shall be governed accordingly.

In the event State terminates this contract in full or in part as provided in this Termination for Default provision, State may procure, upon such terms and in such manner as the Contract Manager deems appropriate, supplies or services similar to those affected by the termination, and Contractor shall be liable to State for any excess costs reasonably incurred for such similar supplies or services. Contractor shall also be liable for excess administrative costs, if the failure to perform arises out of an intentional act or negligence of Contractor or its subcontractors. Contractor's refusal to accept or perform work assigned under the terms of this contract shall be deemed an intentional act in default of this Contract.

28. **Travel and Subsistence Payments**

Reimbursement for necessary travel and per diem expenses shall be at rates not to exceed Department of Human Resources' Rules and Regulations. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DTSC. The Contractor shall provide travel and per diem receipts to DTSC upon request.

29. **Workers' Compensation**

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or

to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work for this Contract.

By signing this Contract, the Contractor hereby warrants that Workers' Compensation Insurance is carried on all of its employees who will be engaged in the performance of this Contract. If staff provided by the Contractor are defined as independent contractors, this clause does not apply.

30. **Accessibility Requirements**

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and its subcontractors under this Contract, including but not limited to data, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), meet the accessibility requirements set forth in Government Code sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). DTSC may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. Contractor must bring into compliance, at no cost to DTSC, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DTSC, or within the timeframe specified by DTSC in its notice, Contractor will be responsible for all costs incurred by DTSC in bringing Contractor's or its subcontractors' Work into compliance with the Accessibility Requirements.

31. **Executive Order N-6-22 – Russia 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 – DEFINITIONS**

1. **Accounting Practices and Direct Costs**

These costs are allowable for reimbursement to the extent that they are accounted for under generally accepted accounting principles and are reasonable, allocable and accounted for in a manner consistent with the Contractor's established, usual, and accepted accounting practices in charging costs to its other activities. To be reasonable, direct costs cannot exceed that which would be incurred by an ordinary prudent person in the conduct of the competitive business. To be allocable, direct costs performed in the contract must not be otherwise charged to the Contract. Direct costs cannot be unlawful under any applicable statute and cannot be precluded from allow ability by any provision of the particular Contract of concern.

2. **Procurement and Contracting Officer or Designee**

The Department of Toxic Substances Control Official located in the Office of Administrative Services with delegated authority to sign Contracts and amendments. This individual has responsibility for all issues affecting or affected by the general terms and conditions of the Contract and any amendment(s) to the Contract.

3. **Contractor Representative**

The individual designated by the Contractor to represent the Contractor in the ongoing management and administration of the Contract.

4. **Contractor**

The individual, partnership, association, or any combination thereof, who has entered into a contractual Contract with the State. The State may direct Contractors to work alone or in cooperation with other Contractors depending on the nature of the work required and the services provided by the Contractor.

5. **Costs**

Direct costs are those costs that can be identified and include personal services and travel.

Personal Service Costs: Individual or position rates/units of time. This cost is a fully loaded rate/units of time and includes any indirect, overhead and fringe benefit costs.

6. **Director**

The Director of the Department of Toxic Substances Control, State of California, or Director's designee.

7. **DTSC Contract Administrator**

The State official designated in the Contract to represent the State in the ongoing fiscal administration of the Contract. This individual serves as the focal point for all invoicing and payment matters between the State and the Contractor.

8. **DTSC Contract Manager**

DTSC official designated in the Contract to represent the State in the ongoing management and administration of the Contract and Amendments issued under the authority of the Contract. The DTSC Contract Manager serves as the focal point for all Contracts between the State and the Contractor. All notices from the Contractor to DTSC shall be directed to the DTSC Contract Manager.

9. **Equipment**

Any property with an original cost of \$500.00 or more, exclusive of sales tax; has a normal life of at least four years; and does not change its basic identity with use (e.g., not consumed by use, such as paper; or converted by fabrication into another form of property).

10. **Excluded Costs- examples of costs which are not allowable:**

- All mileage for ground transportation in excess of the rate prescribed by the State for reimbursement of non-represented employees.
- All advertisement costs.
- All bad debts including losses arising from uncollectible accounts and other claims, such as dishonored checks, employee advances, and related collection and legal costs.
- Unsupported general contingency costs.
- Entertainment costs to include amusements, social activities, and incidental activities relating thereto, such as meals, beverages, lodging, transportation and gratuities.
- All interest, fines and penalties paid on delinquent taxes.
- All other fines and penalties except those incurred as a direct result of compliance with a specific provision of the Contract.
- All gifts, contributions, and donations.
- Losses incurred under other Contracts.
- All Federal income taxes and Federal excess profit taxes.
- All taxes from which the Contractor could have obtained an exemption, but failed to do so.

- Litigation costs (filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board.
- Pre-Contract costs incurred prior to the effective date of the Contract directly pursuant to and in anticipation of the award of the Contract.
- Costs incurred preparing, submitting and supporting bids and proposals.
- Actual losses that could have been covered by permissible insurance or were expressly covered by self-insurance.

11. **Fully Loaded Rates**

Fully loaded rates are what the State will pay for provided services. The State considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates, apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, general and administrative expenses, including bookkeeping, accountants, and general administrative support, and profit. They shall also include all support services (training, mailing of non-project specific documents, photocopying, telephone, cellular phones, etc.); office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-site equipment including laptop/computers, printers, faxes, staplers, etc.); field supplies and equipment including non-disposable bailers, consumables, ice, marking tape, duct tape, markers, pens, paper towels, digital camera, and video camcorder equipment, necessary to perform as required in a manner consistent with normal industry standards.

The following items shall be provided by the Contractor at no additional cost to the State as necessary to perform as required and in a manner consistent with normal industry standards: sampling equipment (jars, coolers, plastic bags, etc.); small hand tools (measuring tape, stake flags, hand augers, hammer, shovels, wrenches, screwdrivers, push brooms, pliers, drills, saws, weed wacker/eater, chainsaw, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, metal detector, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps/plastics for decontamination areas, cleaning solutions, air horns, etc.). Any non-listed items may be negotiated on a project specific basis under a contract.

Travel and per diem (lodging and meals) are not included in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by the DTSC in advance and in writing and shall not exceed rates established by the California Department of Human Resources (CalHR) for non-represented employees. (See website: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.)

12. **General and Administrative Costs**

The costs necessary for operations but not directly associated with developing a product or providing a service.

13. **State**

The State of California acting through the Department of Toxic Substances Control.

14. **Subcontractor**

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for the State.



**COUNTY OF SAN DIEGO**  
**INTER-DEPARTMENTAL CORRESPONDENCE**

January 8, 2026

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

**EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE RACE  
SAN DIEGO LLC**

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

Enclosed is a revenue agreement with The Race San Diego LLC and the County of San Diego, Sheriff's Office, for law enforcement security services for The Kook Run, on February 8, 2026.

The value of this contract will not exceed \$18,841.10 The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Office  
Contracts Mgt Procurement  
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.

A handwritten signature in black ink, appearing to read "Andrew Strong", written over a horizontal line.

Andrew Strong,  
Deputy Chief Administrative Officer

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

Date:  Department:

Contract Begin Date:  End Date:  Grant:

\*Oracle Award #:  Org #:  Amount:

Contact Person:  Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval:  Date:

Approved By:

Group Finance Director:  Date:

County Counsel:  Date:

Chief Administrative Officer:  Date:

Office of Financial Planning:  Date:

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

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

OFF USE ONLY  
Init:  OFF#:



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

<b>From:</b> Elizabeth Niizbek Kyzy, (858) 583-0345	<b>Bureau/Division, or Section:</b> MSB - Contracts Mgt. Procureg	<b>Date:</b> January 8, 2026
--	--	---------------------------------

**Subject:**  
Reimbursable Services Agreement - The Race San Diego LLC, The Kook Run on February 8, 2026 - \$18,841.10

<b>To:</b> <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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 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 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.NiizbekKyzy@sdsheriff.gov and return one (1) copy of the agreement to Elizabeth Niizbek Kyzy, Contracts Mgt Procurement, Mail Stop O-41

Thank you.



# COUNTY OF SAN DIEGO

## INTER-DEPARTMENTAL CORRESPONDENCE

January 8, 2026

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

FROM: Dane Gapuz, Contracts Manager  
Sheriff's Office

### **REVENUE CONTRACT WITH THE RACE SAN DIEGO LLC PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123**

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with The Race San Diego LLC to provide law enforcement security services for The Kook Run on February 8, 2026.

The value of this contract will not exceed \$18,841.10. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink, appearing to read "Dane Gapuz".

Dane Gapuz, Manager  
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT  
AMONG THE RACE SAN DIEGO LLC, THE COUNTY OF SAN DIEGO, AND  
THE SAN DIEGO COUNTY SHERIFF RSA #41**

**SECURITY SERVICES**

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of January of 2026 by and between the RACE SAN DIEGO 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 Kook Run.
2. The term of this Agreement shall commence on February 08, 2026, at 03:30 am, and shall continue in effect through and terminate after February 08, 2026, at 10:30 am.
3. COUNTY Coordinator of this Agreement shall be Lieutenant Michael Davis, (619) 340-3007.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

**Indemnification related to Workers Compensation and Employment Issues.**

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

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

**Indemnification related to Acts or Omissions, Negligence.**

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

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

- 10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own

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

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

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

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

To REQUESTOR:

Race San Diego, LLC  
Jeff Stoner  
Managing Partner  
216 Fraxinella St, Encinitas CA 92024  
[admin@thekookrun.com](mailto:admin@thekookrun.com)  
[RACESANDIEGO@OUTLOOK.COM](mailto:RACESANDIEGO@OUTLOOK.COM)  
(858) 775-7109

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

JEFF STONER  
RACE SAN DIEGO LLC

  
\_\_\_\_\_  
Signature Title/Rank

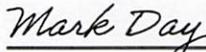
  
\_\_\_\_\_  
Signature OWNER Title/Rank

**Dane Gapuz**  
**Contracts Manager**  
\_\_\_\_\_  
Print Name

**JEFF STONER**  
\_\_\_\_\_  
Print Name

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

COUNTY OF SAN DIEGO

  
\_\_\_\_\_  
Signature- Senior Deputy County Counsel

  
\_\_\_\_\_  
Signature- Clerk of the Board

**Mark Day**  
\_\_\_\_\_  
Print Name

**Andrew Potter**  
\_\_\_\_\_  
Print Name

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §123.  
By:  Date: 1/16/26  
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.**

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

**EXHIBIT A**

**COST ESTIMATE**

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
Deputy	11	6.0		\$ 179.46	\$ 11,844.36
Sergeant	1	6.0		\$221.02	\$ 1,326.12
Add'l Positions: <i>(Specify on Lines Below)</i>					\$ -
					\$ -
Community Services Officer (Towing Veh)	2	7.0		\$75.40	\$ 1,055.60
Deputy (Event coordinator)	1	7.0		\$179.46	\$ 1,256.22
Motor Deputy	3	6.0		\$186.60	\$ 3,358.80
				Sub-Total	\$ 18,841.10
				<b>TOTAL</b>	<b>\$ 18,841.10</b>
Vehicle Minimum or Mileage					\$ -
Motorcycle Mileage					\$ -
				<b>TOTAL</b>	<b>\$ -</b>
Other Expenses: <i>(List)</i>					\$ -
					\$ -
				<b>TOTAL</b>	<b>\$ -</b>
				<b>TOTAL ESTIMATED COSTS</b>	<b>\$ 18,841.10</b>

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



# County of San Diego

**ANDREW STRONG**  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
(619) 531-4535

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

**KATHLEEN FLANNERY**  
CHIEF OPERATIONS OFFICER  
(619) 515-6810

January 7, 2026

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

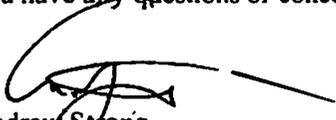
**FROM:** Andrew Strong  
Deputy Chief Administrative Officer A-65

## **REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENTS PURSUANT TO ADMINISTRATIVE CODE SECTION 123**

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement for San Diego Ambulance Services, to pay the Sheriff for the maintenance of radio communications equipment and professional radio engineering services on as needed basis.

The agreement will not exceed the \$250,000 annual revenue limit and recovers full cost, including overhead costs per Board Policy B-29.

Please contact Rondee Tanciatco at (858) 694-3011 or via email at [Rondee.Tanciatco@sdsheriff.gov](mailto:Rondee.Tanciatco@sdsheriff.gov) if you have any questions or concerns. Please interoffice one copy to Rondee Tanciatco at mail-stop O-56.

  
Andrew Strong  
Deputy Chief Administrative Officer  
Public Safety Group

AS:DB:rt

**Attachments:** Request for Approval of Revenue Contracts (A&C OFP Form)  
Customer Service Agreement for Maintenance of Radio Communications Equipment and Professional Radio Engineering 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:	12/17/2025	Department:	SHERIFF		
Contract Begin Date:	01/14/2026	End Date:	01/14/2031	Grant:	No
*Oracle Award #:	507102	Org #:	39496	Amount:	3,000.00/yr
Contact Person:	RONDEE TANCIATCO		Phone #:	858-694-3011	
Contracting Agency/Grantor:	SAN DIEGO AMBULANCE SERVICES				
Description:	Revenue agreement for maintenance of radio communications equipment and professional radio engineering services on an as needed basis. (3,000/year).				

- 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 Brooks Date: 12/17/2025

Approved By:

Group Finance Director:	<u>Brian Lewis</u>	Date:	<u>12/30/25</u>
County Counsel:	<u>Mark Day</u>	Date:	<u>1/8/2025</u>
Chief Administrative Officer:	<u>[Signature]</u>	Date:	<u>1/7/2026</u>
Office of Financial Planning:	<u>[Signature]</u>	Date:	<u>1/8/2026</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>26-47</u>



# San Diego County SHERIFF'S OFFICE

## MEMORANDUM/ROUTE SLIP

<b>From:</b> Rondee Tanciatco, (858) 694-3011	<b>Bureau/Division, or Section:</b> Wireless Services Division, O-56	<b>Date:</b> December 17, 2025
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**Subject:**  
Maintenance of Radio Communications Equipment and Professional Radio Engineering Customer Service Agreement for San Diego Ambulance Services.

<b>To:</b> <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>RP</i>		X										
2. David Brooks, Manager, WSD, Sheriff's Office <i>Brooks David</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 the signed agreement to Rondee Tanciatco @ Rondee.Tanciatco@sdsheriff.gov. Thank you.



**COUNTY OF SAN DIEGO**  
**INTER-DEPARTMENTAL CORRESPONDENCE**

December 17, 2025

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

**FROM:** David Brooks, Manager O-41  
Wireless Services Division, Sheriff's Office

**CUSTOMER AGREEMENTS FOR RADIO MAINTENANCE AND PROFESSIONAL  
RADIO ENGINEERING SERVICES**

This is a request for approval of a revenue agreement for San Diego Ambulance Services to pay the Sheriff for the maintenance of radio communications equipment and professional radio engineering services on as needed basis, pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

The agreement will not exceed the \$250,000 annual revenue limit and recovers full cost, including overhead costs per Board Policy B-29.

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 agreement.

Please contact Rondee Tanciatco at (858) 694-3011 or via email at [Rondee.Tanciatco@sdsheriff.gov](mailto:Rondee.Tanciatco@sdsheriff.gov) if you have any questions or concerns.

KELLY A. MARTINEZ, SHERIFF

*David Brooks*  
David Brooks  
Manager, Wireless Services Division  
Sheriff's Office

Customer Agreement for Radio Maintenance and Professional Radio Engineering Services  
December 17, 2025  
Page 2

DB:RT

Attachments: Letter to the Clerk of the Board of Supervisors  
Request for Approval of Revenue Contracts (A&C OFP Form)  
Customer Service Agreement for Maintenance of Radio Communications  
Equipment and Professional Radio Engineering Services for San Diego  
Ambulance Services

**San Diego County Sheriff's Department  
Wireless Services Division**

**Customer Service Agreement**

**Wireless Services Division  
San Diego County Sheriff's Department  
5595 Overland Avenue, Suite 101  
San Diego, CA 92123-1206**

**(858) 495-5232 (Phone)  
(858) 694-3433 (Fax)**

This Customer Service Agreement (referred to herein as Agreement) for the maintenance of radio communications equipment and professional radio engineering services, is made this

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (To be filled in by Clerk of the Board).  
*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 Department, referred to herein as SHERIFF, and **SAN DIEGO AMBULANCE SERVICES** referred to herein as CUSTOMER.

1. SHERIFF agrees to provide maintenance and professional radio engineering support services for CUSTOMER's radio communication equipment. Rates will be in accordance with the figures documented in Attachment A and updated as necessary by the SHERIFF.
2. Maintenance and repair services provided for factory supported radio communications equipment only.  
Professional radio engineering support services include, but not limited to technical consultation, project study and analysis, project management, licensing, and fees coordination.
3. SHERIFF agrees to maintain all related electronics, connections, cables, and software necessary to operate the radio communications equipment in accordance with the conditions of service documented in Attachment A.
4. This Agreement shall take effect upon full execution by all signatory parties and shall be in effect for five (5) years. Either SHERIFF or CUSTOMER may terminate this Agreement with ninety (90) days written notice to the other party.

5. This Agreement may only be amended in writing with the approval of the SHERIFF and the CUSTOMER. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

**Points of Contact for Agreement:**

**Point of Contact Sheriff:**

Gayda Cher S. Pia  
Sheriff's Program Coordinator  
Wireless Services Division  
San Diego County Sheriff's Office  
5595 Overland Ave Suite 101  
San Diego, CA 92123-1206

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

**Point of Contact Customer:**

Grant Barrett  
General Manager  
San Diego Ambulance Services  
8534 Commerce Ave  
San Diego, CA 92121

Tel No: 619-399-0006  
Email: [grant@sdambulance.com](mailto:grant@sdambulance.com)

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

**APPROVAL:**

David Brooks

David H. Brooks  
Wireless Services Division Manager  
San Diego County Sheriff's Office

Date: 12/17/2025

**APPROVAL:**

County of San Diego

Andrew Potter  
Andrew Potter  
Clerk of the Board of Supervisors

Date: 1/8/26

Approved as to form and legality:  
San Diego County Counsel

Mark Day

Mark Day  
Senior Deputy

Date: 1/8/2025

**APPROVAL:**

Grant Barrett  
Signature

Grant Barrett  
Print Name

COO  
Title

San Diego Ambulance Services  
Agency Name

Date: 12/17/2025

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §123.  
By: Andrew Potter Date: 1/8/26  
Deputy Clerk of the Board Supervisors

## Attachment A

San Diego Sheriff's Department  
Wireless Services Division

### Maintenance Service Fee Price List

1)	Maintenance and Repair Labor Rate per hour	\$102.37
2)	Programming Rate per radio or device	\$50.00
3)	Professional Engineering services per hour	\$111.82
4)	Materials and Parts	Based on actual invoice cost

### 800 MHz Radio Equipment Maintenance Conditions of Service

- 1) Normal hours of operation: Monday through Friday from 0700 to 1600 excluding holidays.
- 2) Service covers only repairs consistent with normal wear and proper operation/installation.
  - i) Excludes physical and liquid damage, loss, and theft.
  - ii) Damaged equipment will be repaired on a time and materials basis, unless it is determined to be beyond economical repair, in which case it will be returned to the customer.
- 3) Includes services for currently factory supported and approved Regional Communications System and Wireless Services Division radio components, i.e., portable and mobile radios and control heads, mobile radio control and power cables, mobile radio microphones and cords, mobile radio speakers, control station, and consoles.
- 4) Excludes services for: accessories, attachments, portable microphones, headsets and related equipment, public address (PA) components, batteries, etc.
- 5) Drop-off service for portables and mobiles during normal hours of operation.

**NOTE: Recurring costs will be subject to an annual review and will be adjusted based upon actual cost.**

COUNTY OF SAN DIEGO  
BOARD OF SUPERVISORS  
TUESDAY, JUNE 19, 2001

MINUTE ORDER NO. 14

**SUBJECT: SHERIFF 800 MHZ REGIONAL COMMUNICATIONS SYSTEM (RCS) CUSTOMER AGENCIES AGREEMENTS; RCS TRUST FUND; RCS NETWORK OPERATING COST FEES AND FY 01-02 BUDGET; LOST/FOUND RADIO REWARD PROGRAM; B-29 OVERHEAD COSTS (District: All)**

**OVERVIEW:**

**Participation in RCS by the City of Lemon Grove and customer agencies**  
At the direction of the RCS Board of Directors, agreements have been developed to formalize the use of the RCS network by the City of Lemon Grove and 18 customer agencies. Lemon Grove will finance its principal share (\$507,985) of the RCS network infrastructure over 14 years, with annual payments of \$53,473 commencing in May 2001. This is conditioned on the waiver of past RCS interest costs in the amount of \$124,906. The agreement will provide Lemon Grove with full partnership in the RCS. The 18 customer agencies have each signed non-partner customer agreements for RCS network use. These agreements will result in \$181,741 recurring annual revenue to the RCS program, assuming the number of subscriber units remains the same. The RCS Board of Directors recommends Board of Supervisors approval of these agreements.

**Establishment of RCS Trust Fund**

The RCS Board of Directors requests the establishment of an interest bearing Trust Fund to assist in funding the ongoing enhancement and eventual replacement of the RCS infrastructure. The RCS Trust Fund would be initially funded with \$308,122 of over-realized FY 99-00 Network Operating Cost (NOC) revenue collected from RCS agencies. Over-realized revenue from FY 00-01 will also be deposited into the Trust Fund.

**Establishment of FY 01-02, RCS/NOC fees and RCS FY 01-02 budget**

The RCS Board of Directors recommends that the Board of Supervisors approve the FY 01-02 monthly RCS charges per radio for participating member agencies and the RCS FY 01-02 budget.

**\* Establishment of a reward program for return of lost/found RCS radios**

At the direction of the RCS Board of Directors, an RCS Lost/Found Radio Reward Program has been developed to encourage the return of misplaced or stolen RCS affiliated radios. The estimated \$1,500 annual cost of this program will be shared by all RCS subscribers as part of their monthly Network Operating Cost (NOC). The RCS Board of Directors recommends Board of Supervisors approval of this program.



**COUNTY OF SAN DIEGO**  
**INTER-DEPARTMENTAL CORRESPONDENCE**

January 7, 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 SAN DIEGO STATE UNIVERSITY**

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.

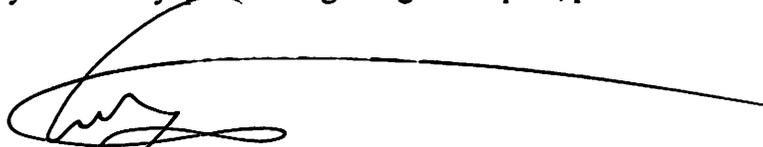
Enclosed is a five-year revenue agreement with the San Diego State University and the County of San Diego, Sheriff's Office, for law enforcement services.

The value of this contract will not exceed \$249,999.00 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:

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

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

  
Andrew Strong,  
Deputy Chief Administrative Officer

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

Date:  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:  OFF#:



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

From: Rina Molina, (858) 289-9905	Bureau/Division, or Section: MSB - Contracts Mgt. Procurem	Date: January 7, 2026
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Subject:  
SDSU Law Enforcement Agreement (5-year); \$249,999.00

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 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4 Mark Day, Supv Dep County Counsel	<input type="checkbox"/>	<input checked="" 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 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 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"/>	<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"/>	<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"/>	<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"/>	<input type="checkbox"/>

**COMMENTS:**

Please email signed copy to Rina.Molina2@sdsheriff.gov and return one (1) copy of the agreement to Rina Molina, Sheriff Contract Mgt. Procurement, Mail Stop: O-41.

Thank you,



## COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

January 7, 2026

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

FROM: Dane Gapuz, Contracts Manager  
Sheriff's Office

#### **REVENUE CONTRACT WITH THE SAN DIEGO STATE UNIVERSITY 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 five-year revenue agreement with San Diego State University to provide law enforcement services.

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

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, appearing to read "Dane Gapuz".

Dane Gapuz, Manager  
Sheriff's Office, Contracts Division

**AGREEMENT BETWEEN SAN DIEGO STATE  
UNIVERSITY AND THE COUNTY OF SAN DIEGO**

**FOR LAW ENFORCEMENT SERVICES**

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

**RECITALS**

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

WHEREAS, UNIVERSITY is a public university of the State of California within the County of San Diego and desires to obtain law enforcement services for events upon request; and

WHEREAS, Sections 6500 et seq. of the California Government Code authorize COUNTY and UNIVERSITY to contract for performance of Sheriff services in connection with UNIVERSITY events; and

WHEREAS, UNIVERSITY and COUNTY through SHERIFF desire to enter into an agreement concerning the nature and extent of law enforcement services to be provided to UNIVERSITY for events upon request and establishing the compensation to be paid therefor; and

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

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

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

**AGREEMENT**

**I. PURPOSE AND INTENT**

The purpose of this Agreement is to satisfy the requirements of California Government Code Section 6500, *et seq.* This Agreement is effective for its term beginning as set forth in Section III.A, regardless of its approval date by the parties.

**II. SCOPE OF SERVICES**

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

**A. General**

COUNTY through SHERIFF will provide law enforcement services for events upon request by

UNIVERSITY.

**1. Requests**

a. Requests for Law Enforcement Services shall be made to COUNTY through SHERIFF by UNIVERSITY through the SHERIFF'S Office Law Enforcement Mutual Aid (LEMA) Coordinator or his or her designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request.

b. UNIVERSITY should request services in writing from the SHERIFF with as much advance notice as possible. SHERIFF will confirm in writing, whenever practicable, if the SHERIFF is able or unable to provide the requested service.

**2. Reimbursement**

a. SHERIFF shall invoice UNIVERSITY for the actual cost of providing these services. 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, UNIVERSITY agrees to pay the increased rates.

b. The rates charged for said services by COUNTY through SHERIFF pursuant to this Agreement shall approximate the actual cost to COUNTY and shall be determined annually by COUNTY. Any rate adjustment by COUNTY shall be submitted to the UNIVERSITY in writing and shall be effective on July 1 of that year, subject to termination to section III.B.

c. UNIVERSITY agrees to reimburse 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.

d. UNIVERSITY, 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 agreed upon services.

**B. Emergencies**

Notwithstanding any other provisions of this Agreement, in the event of an emergency occurring within UNIVERSITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies. During an emergency or other exigent circumstance, SHERIFF may suspend or cancel this Agreement without prior notice.

**III. TERM OF AGREEMENT**

**A. Term**

The term of this Agreement shall commence on the date all parties have signed and shall continue in effect 5 years from the date of the last signature, subject to the termination provisions in Section III. B. below.

**B. Termination**

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

**IV. STANDARDS OF SERVICE**

**A. Anticipated Service Outcome**

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

**B. Performance Standards**

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

**1. General**

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

**2. Media**

Media inquiries, news releases, or the release of information concerning any law enforcement activities by SHERIFF under this Agreement will be handled by SHERIFF in coordination and collaboration with UNIVERSITY. Additionally, SHERIFF will coordinate with UNIVERSITY on all press conferences pertaining to the matter(s), and UNIVERSITY representatives will be provided the opportunity to appear at all such press conferences.

**C. Assignment of Personnel**

**1. Sheriff's Responsibility**

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

**2. Staff Assignments**

If UNIVERSITY has specific concerns regarding the actions of any officer, agent or employee of SHERIFF who performs Law Enforcement Services, UNIVERSITY shall address those concerns with the LESB Support Commander or his or her designee, or Special Enforcement Detail Captain serving UNIVERSITY.

**3. Liability for Payment of Wages**

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

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

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

**E. Contract Administration**

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

**V. DEFENSE AND INDEMNIFICATION**

**A. Indemnification Related to Workers' Compensation and Employment Issues**

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

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

**B. Defense And Indemnity: Acts And Omissions**

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

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

and cooperate fully in the defense.

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

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

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

COUNTY hereby agrees to defend itself, and UNIVERSITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and UNIVERSITY. In such cases, COUNTY and UNIVERSITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below (referring to joint defense agreements and reimbursement and/or reallocation).

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

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

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

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

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

If the COUNTY and/or UNIVERSITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and UNIVERSITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether UNIVERSITY acts, omissions, or dangerous conditions of UNIVERSITY property may not have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long-standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the

COUNTY review determines that there is no reasonable basis for concluding that UNIVERSITY acts, omissions or dangerous conditions of UNIVERSITY property may have contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall defend and indemnify the UNIVERSITY pursuant to the provisions in paragraph 4.a above. However, if as a result of the COUNTY review, there appears to be a reasonable basis for concluding that UNIVERSITY acts, omissions, or dangerous conditions of UNIVERSITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall, as soon as practicable contact the appropriate UNIVERSITY representative to discuss COUNTY's opinions. If, after discussion with the UNIVERSITY representative, the COUNTY determines in its sole discretion that there is no reasonable basis for concluding that UNIVERSITY acts, omissions or dangerous conditions of UNIVERSITY property may have contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall defend and indemnify the UNIVERSITY pursuant to the provisions in paragraph A, above. However, if there continues to appear to be a reasonable basis for concluding that UNIVERSITY acts, omissions or dangerous conditions of UNIVERSITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will notify UNIVERSITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify UNIVERSITY under paragraph 4(a), above unless it is determined by a trier of fact that UNIVERSITY acts, omissions or dangerous conditions of UNIVERSITY property did not contribute to the plaintiff's injuries and/or damages alleged in the complaint, and the parties shall negotiate in good faith whether a joint defense agreement is more appropriate under the circumstances. When the COUNTY defends a claim or suit pursuant to paragraph 4(a), above, the UNIVERSITY shall cooperate with COUNTY in the defense of the action of claim.

5. **Joint Defense**

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

VI. **GENERAL PROVISIONS**

A. **Independent Contractor Status**

In the performance of services under this Agreement, COUNTY and their respective officers, agents, contract labor providers and/or employees shall be deemed independent contractors and not officers, agents or employees of UNIVERSITY. All such personnel provided by COUNTY under this agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder. UNIVERSITY and COUNTY acknowledge and agree that UNIVERSITY does not control the manner and means of

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

**B. Notices**

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

To SHERIFF:

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

To: UNIVERSITY

CHIEF OF POLICE DEPARTMENT  
San Diego State University  
5500 Campanile Drive  
San Diego, CA 92182

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

**C. Time of the Essence**

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

**D. Amendments**

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

**E. Entire Agreement**

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

**F. Construction**

Each party has held the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

**G. No Third Party Beneficiaries**

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

**H. Waiver**

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

**I. Authority to Enter Agreement**

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

**J. Cooperation**

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

**K. Counterparts**

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

**L. Severability**

This Agreement is subject to all applicable laws and regulations. If any provision of this

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

**M. Representation**

UNIVERSITY's Chief of Police, or his or her designee, shall represent UNIVERSITY in all discussions pertaining to this Agreement. The SHERIFF, or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

**N. Job Actions**

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

**O. Dispute Resolution Concerning Services and Payment**

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

**P. Obligation**

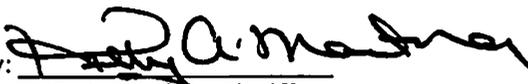
This AGREEMENT shall be binding upon the successors of the members of the UNIVERSITY, and the members of the COUNTY Board of Supervisors and the SHERIFF.

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

**SAN DIEGO STATE UNIVERSITY  
POLICE DEPARTMENT**

By:   
Gregory L. Murphy, Chief  
Date: Dec 17, 2025

**SAN DIEGO COUNTY SHERIFF'S OFFICE**

By:   
Kelly A. Martinez, Sheriff  
Date: 1/6/2026

Approved and/or authorized pursuant to  
County of San Diego Administrative Code §123.  
By: [Signature] Date: 1/8/26  
Deputy Clerk of the Board Supervisors

**COUNTY OF SAN DIEGO**

By: [Signature]  
Andrew Potter  
Clerk of the Board of Supervisors

Date: 1/8/26

**APPROVED AS TO FORM AND LEGALITY**

By: [Signature]  
Mark Day  
Supv. Deputy County Counsel

Date: 1/8/2025

**Attachment A**

**San Diego County Sheriff's Office  
Law Enforcement Services  
Unit Cost Estimate  
FY 2024-2025**

Printed 9/5/2025

	(1)	(2)	(3)	(4)	(5)
	Direct Rate	Sergeant's Support	Overhead Cost	Annualized S&S Rate	Unit Cost
<b>5746 Deputy Sheriff</b>					
With Sergeant's Support and Overhead	120.30	16.90	42.26	1.15	\$ 180.61
With Sergeant's Support	120.30	16.90	-	1.15	\$ 138.35
With Overhead	120.30	-	37.06	1.15	\$ 158.51
Without Sergeant's Support and Overhead	120.30	-	-	1.15	\$ 121.45
<b>5746 Deputy Sheriff - Motorcycle</b>					
With Sergeant's Support and Overhead	120.30	16.90	49.40	1.15	\$ 187.75
With Sergeant's Support	120.30	16.90	-	1.15	\$ 138.35
With Overhead	120.30	-	43.31	1.15	\$ 164.76
Without Sergeant's Support and Overhead	120.30	-	-	1.15	\$ 121.45
<b>5790 Sheriff's Sergeant</b>					
With Overhead	168.97	-	52.05	1.15	\$ 222.17
Without Overhead	168.97	-	-	1.15	\$ 170.12
<b>5780 Sheriff's Lieutenant</b>					
With Overhead	195.02	-	60.07	1.15	\$ 256.24
Without Overhead	195.02	-	-	1.15	\$ 196.17
<b>5775 Sheriff's Captain</b>					
With Overhead	233.72	-	71.99	1.15	\$ 306.86
Without Overhead	233.72	-	-	1.15	\$ 234.87
<b>2822 Sheriff's Emerg Svcs Dispatcher</b>					
With Overhead	83.87	-	25.84	0.41	\$ 110.12
Without Overhead	83.87	-	-	0.41	\$ 84.28
<b>5748 Community Services Officer</b>					
With Overhead	57.64	-	17.76	0.41	\$ 75.81
Without Overhead	57.64	-	-	0.41	\$ 58.05

**Vehicle Rates**

(6) Patrol Vehicle / Day UR	\$71.99
(7) Vehicle Rate / Mile (if mileage cost used)	\$0.21

**Footnote Explanations:**

- (1) Source: BULC Report FY 2023-2024, Direct Rate
- (2) Formula: (5790 Sheriff's Sgt Hourly Rate) x 10%
- (3) Formula: (Direct Rate + Sgt's Support) x (LESB ICRP without Vehicle Cost Rate or LESB ICRP with Vehicle Cost Rate)
- (4) Source: LE S&S FY 24-25
- (5) Formula: Direct Rate + Sgt's Support + Overhead Cost + Annualized S&S Rate
- (6) Source: Vehicle Cost FY 2024-2025 from Fleet
- (7) Source: GSA Mileage Reimbursement Rate as of Jan. 01, 2025

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