



INTER-DEPARTMENTAL CORRESPONDENCE

April 8, 2025

TO:

Andrew Potter, Clerk of the Board of Supervisors

FROM:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH CBF **PRODUCTIONS**

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 CBF Productions and the County of San Diego, Sheriff's Office, for law enforcement security services for Tequila and Taco Music Festival, on April 26, 2025.

The value of this contract will not exceed \$5,646.00 The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Office Contracts Division

Attn: Christy Moreno

Christy.Moreno@sdsheriff.org

Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst

at (858) 314-9615

Andrew Strong.

Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant Not Exceeding \$250,000 Annually

(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 4/8/25 Depa	artment: SHERIFF	
Contract Begin Date: 4/26/2	5 End Date: 4/26/25 Grant:	NO
Oracle Award #: Pending	Org #: 39565 Amount: \$5	,646.00
Contact Person: Christy Mo	eno Phone #: (858	3) 314-9615
Contracting Agency/Grantor:	CBF Productions	
Description: Law Enforcen	nent Security Service for the Tequila and Taco M	usic Festival
Policy B-29.	that the contract or grant recovers full cost, inclu	
Policy B-29.		CAO letter.
Policy B-29. The Department will not be Department Approval:	ecover full costs. Justification is included in the C	CAO letter.
Policy B-29. The Department will not be Department Approval:	ecover full costs. Justification is included in the C	CAO letter.
Policy B-29. The Department will not a Department Approval: Approved By:	Gapuz, Dane Digitally signed by Gapuz, Dane Date: 2025.04.08 11:27:28-07	Date: 04/08/2025
Policy B-29. The Department will not a Department Approval: Approved By: Group Finance Director:	Gapuz, Dane Digitally signed by Gapuz, Dane Date: 2025.04.08 11:27:28-07 Wark Day Mark Day	Date: 4/9/25

Attachments:

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

SE ONLY		
TK	OFP#:	25-78
	TK TK	-11

^{*} 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.



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From:		Bureau/Division, or Section: MSB - Contracts						Date: April 8, 2025				
Christy Moreno, (858) 314-9615	MSB	- Con	tracts					April	0, 20	725		
Subject: Reimbursable Services Agreement - CBF	DB\\r	יטטר	IONS	: TE	OLIII	ΔΔΝ	וח דע	ACO 1	MUS	C FF	STI	/ΔΙ
on April 26, 2025 - \$5,646.00									/			
	1											
To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
Dane Gapuz, Sheriff's Contract Manager 1. DG		1						V				
Karina Galvan, Assistant Group Finance 2. Director, Public Safety Group		✓						✓				
Andrew Strong, Deputy Chief Administrative 3. Officer, Public Safety Group		V						✓				
Mark Day, Sr. Deputy County Counsel 4.		√						✓				
Toroshinia Kennedy, Office of Financial Planning 5.		1						✓				
Andrew Potter, Clerk of the Board 6.		√						√				✓
7.												
8												
9.												
10												
COMMENTS: Other: Please email signed copy to Christy of the agreement to Christy Moreno, Contr. Thank you.							turn t	he tw	/o (2)	sign	ed co	ppies



INTER-DEPARTMENTAL CORRESPONDENCE

April 8, 2025

TO:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

FROM:

Dane Gapuz, Contracts Manager

Sheriff's Office

REVENUE CONTRACT WITH THE CBF PRODUCTIONS 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 CBF Productions to provide law enforcement security services for Tequila and Taco Music Festival on April 26, 2025.

The value of this contract will not exceed \$5,646.00. 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 (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager

Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT AMONG THE CBF PRODUCTIONS, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #64 SECURITY SERVICES

THIS AGREEMENT made and entered into this 27th day of March 2025 by and between the CBF Productions (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 \overline{\times} security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the CBF Productions.
- 2. The term of this Agreement shall commence on April 26, 2025, at 1230, and shall continue in effect through and terminate after April 26, 2025, at 2130.
- 3. COUNTY Coordinator of this Agreement shall be Lieutenant Davis, (760) 966-3500.
- 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.
- 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 cancelation 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.
- 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.

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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.

RSA Template, REV 06/13/19 2 of 5

- 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:

CBF Productions, Tacos and Tiquila Music Festival C/O: Annette Bowman PO Box 5131 Ventura, CA 93005 310-597-9661 Annette@cbfproductions.com

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

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

- 12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- 13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in

RSA Template, REV 06/13/19 3 of 5

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	ANNETTE BOWMAN CBF PRODUCTIONS
Dans Gapus Signature Title/Rank	Signature VP Title/Rank
Dane Gapuz Sheriff's Contract Manager Print Name	_Annette Obracaj Print Name
APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL	COUNTY OF SAN DIEGO
Mark Day Signature- Senior Deputy County Counsel	Signature- Clerk of the Board
Mark Day	Andrew Potter
Print Name	Print Name
	Approved and/or authorized pursuant to County of San Diego Administrative Code §123. By:

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 WITH OVERHEAD*	т	OTAL
Deputy	4	9.0		s 156.85	s	5,646.60
					\$	-
Addt'l Positions: (Specify on Lines Below)					s	
					\$	
					\$	
					2	
				Sub-Total TOTAL	_	5,646.60
Vehicle Minimum or Mileage Motorcycle Mileage				TOTAL	s s	
Other Expenses: (List)				TOTAL	s	
					s	
				TOTAL	s	
		то	TAL EST	IMATED COSTS	s	5,646.60

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



INTER-DEPARTMENTAL CORRESPONDENCE

April 3, 2025

TO:

Andrew Potter, Clerk of the Board of Supervisors

FROM:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH KIWANIS CLUB OF LA JOLLA

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 Kiwanis Club of La Jolla and the County of San Diego, Sheriff's Office, for law enforcement security services for the La Jolla Half Marathon, on May 17, 2025.

The value of this contract will not exceed \$12,102.80 The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Office Contracts Division

Attn: Christy Moreno

Christy.Moreno@sdsheriff.org

Mail Stop: O-41

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

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: 4/3/25 Depa	rtment: SHERIFF		
Contract Begin Date: 5/17/29	End Date: 5/1	7/25 Grant: NO	
*Oracle Award #: 509031	Org #: 39565	Amount: \$12,102	.80
Contact Person: Christy Mor	eno	Phone #: (858) 314-	9615
Contracting Agency/Grantor:	Kiwanis Club of La Jolla		
Description: Law Enforcem	ent Security Service for th	ne La Jolla Half Marathon	31
		The second secon	
Policy B-29.		recovers full cost, including o	
Policy B-29.		recovers full cost, including o tion is included in the CAO le Digitally signed by Gapuz, Dane Date: 2025.04.03 14:43:22 -07'00'	
Policy B-29. The Department will not r Department Approval:	ecover full costs. Justificat	tion is included in the CAO le	etter.
Policy B-29. The Department will not r Department Approval:	Gapuz, Dane	tion is included in the CAO le	etter.
Policy B-29. The Department will not r Department Approval: pproved By:	Gapuz, Dane	tion is included in the CAO le Digitally signed by Gapuz, Dane Date: 2025.04.03 14:43:22 -07'00'	Date: 04/03/2025
Policy B-29. The Department will not r Department Approval: Approved By: Group Finance Director:	Gapuz, Dane Karua Ma Mark Day	tion is included in the CAO le Digitally signed by Gapuz, Dane Date: 2025.04.03 14:43:22 -07'00'	Date: 04/03/2025

Attachments:

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

OFP U	SE ONLY		
Init:	TK	OFP#:	25-76

^{*} 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.



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From:	Bure	eau/D	ivisior	1, or 8	Sectio	n:		Date):			
Christy Moreno, (858) 314-9615	MSB	- Con	tracts					April	3, 20	25		
Subject:												
Reimbursable Services Agreement - KIWANIS CLUB OF LA JOLLA, LA JOLLA HALF MARATHON on May 17, 2025 - \$12,102.80										N		
To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
Dane Gapuz, Sheriff's Contract Manager 1.		V						✓				
Karina Galvan, Assistant Group Finance 2. Director, Public Safety Group		✓						✓				
Andrew Strong, Deputy Chief Administrative 3. Officer, Public Safety Group		1						√				
Mark Day, Sr. Deputy County Counsel 4.		✓						✓				
Toroshinia Kennedy, Office of Financial Planning TK		V						✓				
Andrew Potter, Clerk of the Board 6.		V						√				✓
7.												
8.												
9.												
10												
Other: Please email signed copy to Christy of the agreement to Christy Moreno, Contr Thank you.							turn t	he tw	vo (2)	sign	ed co	ppies



INTER-DEPARTMENTAL CORRESPONDENCE

April 3, 2025

TO:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

FROM:

Dane Gapuz, Contracts Manager

Sheriff's Office

REVENUE CONTRACT WITH THE KIWANIS CLUB OF LA JOLLA 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 Kiwanis Club of La Jolla to provide law enforcement security services for the La Jolla Half Marathon on May 17, 2025.

The value of this contract will not exceed \$12,102.80. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager

Dans Gapuz

Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT AMONG THE KIWANIS CLUB OF LA JOLLA, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #65 SECURITY SERVICES

THIS AGREEMENT made and entered into this 1st day of April 2025 by and between the Kiwanis Club of La Jolla (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.

- 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 La Jolla Half Marathon.
- 2. The term of this Agreement shall commence on May 17, 2025, at 0530, and shall continue in effect through and terminate after May 17, 2025, at 1030
- 3. COUNTY Coordinator of this Agreement shall be Sergeant Ramirez, (760) 966-3500.
- 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.
- 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 cancelation 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.
- 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.

RSA Template, REV 04/3/25

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.

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- 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:

Kiwanis Club of La Jolla C/O: Don Hodges 5463 Avenida Fiesta La Jolla Ca 92037 858-775-2185 hodgesarchitects@gmail.com

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

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

- 12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- 13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in

RSA Template, REV 06/13/19 3 of 5

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.

the day and year first written above. SAN DIEGO COUNTY DON HODGES KIWANIS CLUB OF LA JOLLA SHERIFF'S DEPARTMENT Signature Title/Rank Secretary, La Jolla Kiwanis Foundation Dane Gapuz Sheriff's Contract Manager Donald C. Hodges Print Name Print Name APPROVED AS TO FORM AND LEGALITY COUNTY OF SAN DIEGO COUNTY COUNSEL Mark Day Signature- Senior Deputy County Counsel Signature- Clerk of the Board Mark Day **Andrew Potter** Print Name Print Name

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

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

Deputy Clerk of the Board Supervisors

3 Signed Originals DISTRIBUTION:

I – Requestor

RSA Template, REV 06/13/19

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES		TE or COST WITH ERHEAD*	1	TOTAL
Deputy	13	5.0		s	121.31	\$	7,885.15
Sergeant	1	5.0		S	191.26	s	956.30
Addt'l Positions: (Specify on Lines Below)						S	-
Motor Deputy	3	5.0		S	163.77	SS	2,456.55
					Sub-Total		11,298.00
					TOTAL	S	11,298.00
Vehicle Minimum or Mileage						s	
Motorcycle Mileage						5	
Motorcycle Mileage					TOTAL	s	
Other Expenses: (List)							
Patrol Vehicle	16	All day		\$	59.96	\$	804.80
						\$	-
					TOTAL	s	804.80
		то	TAL EST	IMA	TED COSTS	s	12,102.80

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



INTER-DEPARTMENTAL CORRESPONDENCE

April 3, 2025

TO:

Andrew Potter, Clerk of the Board of Supervisors

FROM:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH UNIVERSITY OF CALIFORNIA SAN DIEGO

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 University of California San Diego and the County of San Diego, Sheriff's Office, for law enforcement security services for UCSD hosted Sungod Festival, on May 3, 2025 to May 4, 2025.

The value of this contract will not exceed \$8,291.84 The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Office Contracts Division

Attn: Christy Moreno

Christy.Moreno@sdsheriff.org

Mail Stop: O-41

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

Andrew Strong

Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant Not Exceeding \$250,000 Annually

(Per County Admin. Code Section 123 & Board Policy B-29)

	artment: SHERIFF		
Contract Begin Date: 5/3/25	End Date: 5	6/4/25 Grant: NO	
*Oracle Award #: 508505	Org #: 39555	Amount: \$8,291.	84
Contact Person: Christy Mo	reno	Phone #: (858) 314	I-9615
Contracting Agency/Grantor	University of California	San Diego	
Description Law Enforce	neat Conview Convince for	the LICED heated Sunged Fe	estival
Description: Law Enforcer	ment Security Service for	the UCSD hosted Sungod Fe	Suvai
The Department certifies	that the contract or gran	t recovers full cost, including	overheads (A-87), per Bo
The Department certifies Policy B-29.	that the contract or gran	t recovers full cost, including	overheads (A-87), per B
Policy B-29.		t recovers full cost, including cation is included in the CAO I	
Policy B-29.			
Policy B-29. The Department will not Department Approval:	recover full costs. Justific	cation is included in the CAO I	letter.
Policy B-29. The Department will not Department Approval:	Gapuz, Dane	cation is included in the CAO I	letter.
Policy B-29. The Department will not Department Approval: Approved By:	Gapuz, Dane	Digitally signed by Gapuz, Dane Date: 2025.04.03 14:43:00 -07'00'	Date: 04/03/2025
Policy B-29. The Department will not Department Approval: Approved By: Group Finance Director:	Gapuz, Dane Karen S Mark Day	Digitally signed by Gapuz, Dane Date: 2025.04.03 14:43:00 -07'00'	Date: 04/03/2025

Attachments:

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

OFP U	SE ONLY		
Init:	TK	OFP#:	25-77

^{*} 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.



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section: Date:											
Christy Moreno, (858) 314-9615	MSB	- Con	tracts					April	3, 20	25		
Subject:												
Reimbursable Services Agreement - UNIVERSITY OF CALIFORNIA SAN DIEGO, UCSD hosted SUNGOD FESTIVAL on May 3, 2025 through May 4, 2025 - \$8,291.84												
To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
Dane Gapuz, Sheriff's Contract Manager 1.		√						√				
Karina Galvan, Assistant Group Finance 2. Director, Public Safety Group		√						✓				
Andrew Strong, Deputy Chief Administrative 3. Officer, Public Safety Group		✓						✓				
Mark Day, Sr. Deputy County Counsel 4.		√						V				
Toroshinia Kennedy, Office of Financial Planning TK		√						V				
Andrew Potter, Clerk of the Board 6.		✓						✓				✓
7.												
8.												
9.												
10												
COMMENTS: Other: Please email signed copy to Christy. of the agreement to Christy Moreno, Contra Thank you.							turn t	he tw	o (2)	sign	ed co	pies



INTER-DEPARTMENTAL CORRESPONDENCE

April 3, 2025

TO:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

FROM:

Dane Gapuz, Contracts Manager

Sheriff's Office

REVENUE CONTRACT WITH THE UNIVERSITY OF CALIFORNIA SAN DIEGO 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 University of California San Diego to provide law enforcement security services for the UCSD hosted Sungod Festival on May 3, 2025 through May 4, 2025.

The value of this contract will not exceed \$8,291.84. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager

Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT AMONG THE UNIVERSITY OF CALIFORNIA SAN DIEGO, THE COUNTY OF SAN DIEGO, ANDTHE SAN DIEGO COUNTY SHERIFF RSA #61 SECURITY SERVICES

THIS AGREEMENT made and entered into this 26th day of March 2025 by and between the University of California San Diego (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 \infty security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the UCSD hosted Sungod Festival.
- 2. The term of this Agreement shall commence on May 3, 2025, at 1000, and shall continue in effect through and terminate after May 4, 2025, at 1830.
- 3. COUNTY Coordinator of this Agreement shall be Sergeant Moyette, (760) 525-1248.
- 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 cancelation 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.
- 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.

RSA Template, REV 04/3/25 1 of 5

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.

RSA Template, REV 06/13/19 2 of 5

- 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:

Sgt. Patrick Dobbins UCSD Police Department 9500 Gilman Drive, MC 0017 La Jolla, CA 92093-0017 (858) 534-3644 pdobbins@ucsd.edu

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

RSA Template, REV 06/13/19 3 of 5

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 DEPARTMENT

Sgt. P. Dobbins
UCSD Police Department/Specialized Services

UCSD Police Department/Specialized Services

Title/Rank

Dane Gapuz
Sheriff's Contract Manager

Print Name

Sgt. P. Dobbins
UCSD Police Department/Specialized Services

Fittle/Rank

Print Name

APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day Print Name COUNTY OF SAN DIEGO

Signature- Clerk of the Board

Andrew Potter

Print Name

Approved and/or authorized pursuant to

County of San Diego Administrative Code §123.

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

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST WITH OVERHEAD*	7	OTAL
5/03/25 (1000-1830) Deputy	5	8.5	RESE	S 156.85	s	6,666.13
5/03/25 (1000-1830) Sergeant	1	8.50		5 191.26	5	1,625.71
				S 143.68	S	
Sergeant	0			\$ 168.36	5	
Addt'l Positions: (Specify on Lines Below)					s	
					\$	-
					\$	
			100000000	Sub-Total	5	8,291.84
				TOTAL	_	8,291.84
Vehicle Minimum or Mileage					S	-
Motorcycle Mileage					5	
				TOTAL.	\$	
Other Expenses: (List)						
					S	-
					\$	-
				TOTAL	s	
		TO	TAL EST	IMATED COSTS	s	8,291.84

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



INTER-DEPARTMENTAL CORRESPONDENCE

April 3, 2025

TO:

Andrew Potter, Clerk of the Board of Supervisors

FROM:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH UNIVERSITY OF CALIFORNIA SAN DIEGO

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 University of California San Diego and the County of San Diego, Sheriff's Office, for law enforcement security services for UCSD Commencement, on June 13, 2025 to June 15, 2025.

The value of this contract will not exceed \$40,467.30 The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Office Contracts Division

Attn: Christy Moreno

Christy.Moreno@sdsheriff.org

Mail Stop: O-41

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

Andrew Strong,

Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant Not Exceeding \$250,000 Annually

(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 4/3/25 Depa	rtment: SHERIFF				
Contract Begin Date: 6/13/2	End Date: 6	/15/25	Grant: NO		
Oracle Award #: 508505	Org #: 39555	Amou	ınt: \$40,467.30)	
ontact Person: Christy Mor	eno	Phone	#: (858) 314-96	615	
ontracting Agency/Grantor:	University of California S	San Diego]		
Description: Law Enforcem	ent Security Service for t	the UCSD Comm	nencement		
L					
The Department certifies Policy B-29. The Department will not r				•	87), per Board
Policy B-29.			in the CAO lette	er.	87), per Board
Policy B-29. The Department will not r Department Approval:	ecover full costs. Justifica	ation is included	in the CAO lette	er.	
Policy B-29. The Department will not r Department Approval:	ecover full costs. Justifica	ation is included Digitally signed by G Date: 2025.04.03 14	in the CAO lette	er.	
Policy B-29. The Department will not r Department Approval:	ecover full costs. Justifica Gapuz, Dane	ation is included Digitally signed by G Date: 2025.04.03 14	in the CAO lette	Date: 4	
Policy B-29. The Department will not r Department Approval: pproved By: Group Finance Director:	Gapuz, Dane Karea Karea Karea Mark Day	ation is included Digitally signed by G Date: 2025.04.03 14	in the CAO lette	Date: 4	103/2025

Attachments:

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

OFP U	SE ONLY		
Init:	TK	OFP#:	25-75

^{*} 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.



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:						Date:					
Christy Moreno, (858) 314-9615	MSB - Contracts						April 3, 2025					
Subject:												
Reimbursable Services Agreement - UNIV COMMENCEMENT on June 13, 2025 thro	ERSI ugh J	TY O lune	F CA 15, 20	LIFC 025 -	\$40,	467.3	N DIE	GO,l	JCSE)		
To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
Dane Gapuz, Sheriff's Contract Manager 1.		1						√				
Karina Galvan, Assistant Group Finance 2. Director, Public Safety Group		√						√				
Andrew Strong, Deputy Chief Administrative 3. Officer, Public Safety Group		V						√				
Mark Day, Sr. Deputy County Counsel 4.		1						√				
Toroshinia Kennedy, Office of Financial Planning 5.		√						√				
Andrew Potter, Clerk of the Board 6.		√						✓				√
7.												
8.												
9.												
10												
COMMENTS:												
Other: Please email signed copy to Christy of the agreement to Christy Moreno, Control							turn t	he tw	o (2)	sign	ed co	pies
Thank you.												



INTER-DEPARTMENTAL CORRESPONDENCE

April 3, 2025

TO:

Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

FROM:

Dane Gapuz, Contracts Manager

Sheriff's Office

REVENUE CONTRACT WITH THE UNIVERSITY OF CALIFORNIA SAN DIEGO 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 University of California San Diego to provide law enforcement security services for the UCSD Commencement on June 13, 2025 through June 15, 2025.

The value of this contract will not exceed \$40,467.30. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager

Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT AMONG THE UNIVERSITY OF CALIFORNIA SAN DIEGO, THE COUNTY OF SAN DIEGO, ANDTHE SAN DIEGO COUNTY SHERIFF RSA #62 SECURITY SERVICES

THIS AGREEMENT made and entered into this 26th day of March 2025 by and between the University of California San Diego (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 UCSD Commencement.
- 2. The term of this Agreement shall commence on June 13, 2025, at 0700, and shall continue in effect through and terminate after June 15, 2025, at 2100.
- 3. COUNTY Coordinator of this Agreement shall be Sergeant Moyette, (760) 525-1248.
- 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.
- 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 cancelation 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.
- 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.

RSA Template, REV 04/3/25 1 of 5

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.

RSA Template, REV 06/13/19 2 of 5

- 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:

Sgt. Patrick Dobbins UCSD Police Department 9500 Gilman Drive, MC 0017 La Jolla, CA 92093-0017 (858) 534-3644 pdobbins@ucsd.edu

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

RSA Template, REV 06/13/19 3 of 5

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 DEPARTMENT

Sgt. P. Dobbins
UCSD Police Department/Specialized Services

Dans Gapuz
Sheriff's Contract Manager
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL.

Sgt. P. Dobbins
UCSD Police Department/Specialized Services

Signature

Formation

Sgt. P. Dobbins
UCSD Police Department/Specialized Services

Fittle/Rank

Signature

FATUCK
Dobbins
UCSD Police Department/Specialized Services

COUNTY OF SAN DIEGO

COUNTY OF SAN DIEGO

Signature- Senior Deputy County Counsel Signature- Clerk of the Board

Mark Day
Print Name

Mark Day

Andrew Potter

Print Name

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

3 Signed Originals DISTRIBUTION; 1 - Requestor

1 - Station/Facility/Division File 1 - Contracts Division

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OTERHEAD*</u>	,	TOTAL
6/13/25 (1000-2100) Deputy	6	11.0		S 156.85	s	10,352.10
6/14/25 (0600-2200) Deputy	6	16,00	# diam 1.7	\$ 156.85	s	15,057.60
6/15/25 (0500-2100) Deputy	6	16.00		\$ 156.85	5	15,057.60
Sergeant	0			\$ 191.26	s	
Addt'l Positions: (Specify on Lines Below)					s	-
					S	
					2	:
			Battar Distance	Sub-Total	s	40,467.30
				TOTAL	\$	40,467.30
	S. Marian					
Vehicle Minimum or Mileage					5	
Motorcycle Mileage					5	
				TOTAL	\$	-
Other Expenses: (List)						
					S	
	THE STATE OF				\$	•
	Substitution of the	- Printer	1.00	TOTAL	5	
		то	TAL EST	IMATED COSTS	5	40,467,30

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