

### **HEALTH AND HUMAN SERVICES AGENCY**

KIMBERLY GIARDINA, DSW, MSW DEPUTY CHIEF ADMINISTRATIVE OFFICER PUBLIC HEALTH SERVICES
5530 OVERLAND AVENUE, SUITE 210, MS P-578
SAN DIEGO, CA 92123-1261
(619) 531-5800 • FAX (619) 542-4186

ELIZABETH A. HERNANDEZ, PhD

SAYONE THIHALOLIPAVAN, MD, MPH PUBLIC HEALTH OFFICER

September 4, 2025

TO:

Andrew Potter

Clerk of Board of Supervisors

FROM:

Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer

Health and Human Services Agency

# HOST COUNTY AGREEMENT WITH COUNTY OF SANTA CRUZ FOR FISCAL YEAR(S) 2025-2028

1. Action Required:

a. Review, approve, and sign three (3) copies of the attached "County-Based Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Agreement between the County of Santa Cruz and County of San Diego" (Agreement).

2. Background and Expected Outcome:

- a. HHSA currently participates in Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM), federally funded programs whereby federal MAA and TCM reimbursement is received by public/private entities via a pass through of funds from the California Department of Health Care Services (DHCS) to the County for allowable administrative activities and case management services that support the Medi-Cal Program.
- b. In order to participate in these programs, counties must contract with DHCS and pay an annual participation fee through a "Host County" which serves as the single point of contact between DHCS and county consortium members. The annual participation fee covers the cost of DHCS, and costs incurred by the Host County, for administration of MAA and TCM programs.
- c. HHSA's continued participation in the MAA Program supports the Building Better Health component of Live Well San Diego by assuring the availability and accessibility of Medi-Cal services in our community.
- Authority for subsequent renewals of agreement is provided through Board of Supervisors Minute Order June 28, 2016 (10).

3. Reason for Requested Action:

a. The executed agreement provides the mechanism for the County to pay its portion of participation fees to DHCS through the Host County and to pay the Host County for associated costs of administering the agreement with DHCS.

For further information regarding this agreement, please contact Ben Simsuangco by email at ben.simsuangco@sdcounty.ca.gov or by phone at (619) 995-8537.

Respectfully.

Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer

Health and Human Services Agency

# COUNTY OF SAN DIEGO BOARD OF SUPERVISORS TUESDAY, JUNE 28, 2016

### MINUTE ORDER NO. 10

SUBJECT: MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT HOST COUNTY AGREEMENT (DISTRICTS: ALL)

### OVERVIEW:

The Health & Human Services Agency participates in Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM). These are revenue recovery programs which provide federal reimbursement for various Medi-Cal related activities performed by County programs, school districts, transit authorities and community-based providers. In order to participate in these programs and receive federal reimbursement, local government agencies (LGAs) must contract with the State of California's Department of Health Care Services (CDHS) and pay an annual participation fee through a "Host County" who serves as a single point of contact between the LGAs and CDHS. The Host County is selected by a Consortium of LGAs and contracts with CDHS and each of the LGAs to perform as Host County. Host County responsibilities include collecting and disbursing participation fees and other administrative duties; Host County responsibilities rotate to a new Host County every two years. The new Host County will be the County of Plumas. The Board of Supervisors last authorized the Host County Agreement on July 16, 2013 (4). This item requests authorization to enter a Host County Agreement with the County of Plumas effective July I, 2016 and to periodically update the Host County agreement as host county responsibilities rotate to new Host Counties.

This item supports the *Live Well San Diego* vision by ensuring that there is a mechanism in place to participate in MAA/TCM revenue recovery.

## FISCAL IMPACT:

Funds for this request are included in the Fiscal Year 2016-2018 CAO Recommended Operational Plan. If approved, this request will result in Fiscal Year 2016-17 costs of approximately \$180,000, and ongoing costs of approximately \$180,000 per fiscal year, which will be met through federal Medicaid program revenue received through the State of California, Department of Health Care Services. There will be no change in net General Fund costs and no additional staff years.

BUSINESS IMPACT STATEMENT: N/A

# RECOMMENDATION:

# CHIEF ADMINISTRATIVE OFFICER

Approve and authorize the Clerk of the Board to execute, upon receipt, the Host County Agreement, and consultant subcontract agreements as allowed by State law, in connection with administering the Medi-Cal Administrative Activities and Targeted Case Management claiming processes, with selected Host Counties as required, subject to the approval of the Director, Health and Human Services Agency; and to sign further amendments, renewals and subsequent agreements beyond the current Operational Plan that do not materially impact the program or funding level.

# ACTION:

ON MOTION of Supervisor Horn, seconded by Supervisor Cox, the Board took action as recommended, on Consent.

AYES: Cox, Jacob, D. Roberts, R. Roberts, Horn

State of California) County of San Diego) §

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

DAVID HALL Clerk of the Board of Supervisors

Marvice E. Mazyck, Chief Deputy



# **COUNTY OF SAN DIEGO**

### AGENDA ITEM

#### **BOARD OF SUPERVISORS**

GREG COX

DIANNE JACOB

DAVE ROBERTS

RON ROBERTS

BILL HORN

DATE:

June 28, 2016

10

TO:

Board of Supervisors

SUBJECT:

MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED

CASE

MANAGEMENT HOST COUNTY AGREEMENT (DISTRICTS: ALL)

### Overview

The Health & Human Services Agency participates in Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM). These are revenue recovery programs which provide federal reimbursement for various Medi-Cal related activities performed by County programs, school districts, transit authorities and community-based providers. In order to participate in these programs and receive federal reimbursement, local government agencies (LGAs) must contract with the State of California's Department of Health Care Services (CDHS) and pay an annual participation fee through a "Host County" who serves as a single point of contact between the LGAs and CDHS. The Host County is selected by a Consortium of LGAs and contracts with CDHS and each of the LGAs to perform as Host County. Host County responsibilities include collecting and disbursing participation fees and other administrative duties; Host County responsibilities rotate to a new Host County every two years. The new Host County will be the County of Plumas. The Board of Supervisors last authorized the Host County Agreement on July 16, 2013 (4). This item requests authorization to enter a Host County Agreement with the County of Plumas effective July 1, 2016 and to periodically update the Host County agreement as host county responsibilities rotate to new Host Counties.

This item supports the Live Well San Diego vision by ensuring that there is a mechanism in place to participate in MAA/TCM revenue recovery.

# Recommendation(s)

# CHIEF ADMINISTRATIVE OFFICER

 Approve and authorize the Clerk of the Board to execute, upon receipt, the Host County Agreement, and consultant subcontract agreements as allowed by State law, in connection with administering the Medi-Cal Administrative Activities and Targeted Case Management claiming processes, with selected Host Counties as required, subject to the approval of the Director, Health and Human Services Agency; and to sign further amendments, renewals and subsequent agreements beyond the current Operational Plan that do not materially impact the program or funding level. SUBJECT: MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT HOST COUNTY AGREEMENT (DISTRICTS: ALL)

Fiscal Impact

Funds for this request are included in the Fiscal Year 2016-2018 CAO Recommended Operational Plan. If approved, this request will result in Fiscal Year 2016-17 costs of approximately \$180,000, and ongoing costs of approximately \$180,000 per fiscal year, which will be met through federal Medicaid program revenue received through the State of California, Department of Health Care Services. There will be no change in net General Fund costs and no additional staff years.

# **Business Impact Statement**

N/A

**Advisory Board Statement** 

The Health Services Advisory Board unanimously voted to support this action at its meeting on May 19, 2016.

Background

The Centers for Medicare and Medicaid Services has designated the State of California Department of Health Care Services (CDHS) the single State agency responsible for administering the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) programs in California. CDHS is responsible for processing invoices for federal reimbursement on behalf of Local Government Agencies (LGAs) participating in the programs and providing technical assistance, monitoring, and oversight. Welfare and Institutions Code section 14132.44(1) mandates an annual participation fee to cover CDHS's costs of program administration.

In order to receive federal reimbursement for MAA/TCM activities, LGAs in California must contract with CDHS and pay the annual participation fee through a mechanism agreed to by the State and LGAs, or, if no agreement is reached by August 1 of each year, directly to the State. California Code of Regulations Title 22 Section 51492.2(c) requires LGAs to designate a Host County and deposit their annual participation fees with that host county. The Host County serves as the administrative and fiscal intermediary between CDHS and the LGAs and performs various administrative duties including collecting participation fees from LGAs, managing a trust fund for holding participation fees, and paying all invoices for the consortium of LGAs. Costs incurred by the Host County for these activities are reimbursed from the trust fund. Host County responsibilities rotate to a new county every two years. The current Host County is the County of Plumas.

The participation fee is set proportionally based on the amount of MAA/TCM revenues generated. San Diego County and programs within its jurisdiction generate approximately \$15 million each year in MAA/TCM federal Medicaid revenue. Based on this level of revenue, the County of San Diego's annual fee is projected to be approximately \$180,000 for each of FY 2016-17 and FY 2017-18. Approval of this item will authorize the Clerk of the Board to execute the Host County Agreement with the County of Plumas and related consultant subcontractor agreements, upon receipt, and any subsequent Host County Agreements, when the Host County responsibility rotates to other counties.

2

SUBJECT: MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT HOST COUNTY AGREEMENT (DISTRICTS: ALL)

Linkage to the County of San Diego Strategic Plan

Today's proposed action supports the Healthy Families Strategic Initiative County of San Diego's 2016-2021 Strategic Plan, as well as the Live Well San Diego vision, by ensuring fiscal stability.

Respectfully submitted,

HELEN N. ROBBINS-MEYER Chief Administrative Officer

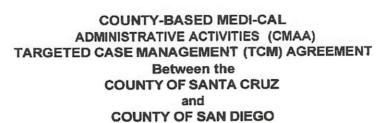
ATTACHMENT(S) N/A

SUBJECT: MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT HOST COUNTY AGREEMENT (DISTRICTS: ALL)

# AGENDA ITEM INFORMATION SHEET

AGENDA I I ZWA ZWA GARANIA GAR							
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Wilm	a Woot	en. M.D	., M.P.H.			Janice	DiCroce, Ph.D.
Name			-,			Name	
		77(619)	542-4177			(619)	692-8801(619) 692-8801
Phone						Phone	
Wilm	a.woote	n@sdc	ounty.ca.gov			<u>Janice</u>	.dicroce@sdcounty.ca.gov
E-mai	il					E-mai	1

### PAGE 1 OF 8



38.a Approved 5/6/2025 Board of Supervisors DOC-2025-361

THIS AGREEMENT is made and entered into by and between the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

### WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- HOST ENTITY, Responsibilities:
  - 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
  - 1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.

- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
- 1.4. HOST ENTITY will receive an annual compensation in the amount approved per the consortium annual budget, for the performance of its HOST ENTITY services under Sections 1.1 through 1.3 of this AGREEMENT paid from the Trust Fund.

# 2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

## 3. Disclaimers:

- 3.1.LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
- 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).
- 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

## 4. Insurance and Indemnification:

### 4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

# 4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

#### 5. Termination:

5.1.LGA may give written notice of its intent to terminate this AGREEMENT and accordingly relinquish its membership and rights to participate in the Consortium, at any time.

- 5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.
- 5.3. Participation fees shall be calculated and payable to the HOST ENTITY for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.
- 5.4. LGA will continue to pay fees until all TCM Cost reports have been audited by DHCS.

## 6. Tem:

This AGREEMENT shall be effective upon execution and for the period July 1, 2025, through June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

### Exhibits:

Exhibit A - Scope of Work -Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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"HOS	ST	EN	ITI	TY"
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COUNTY OF SANTA CRUZ

By LSSICA Random 5/6/2025

Director of Health Services or Designee
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

Duly Authorized

COUNTY OF SAN DIEGO

"LGA"

Andrew Potter, Clerk of the Board of Supervisors

County of San Diego 1600 Pacific Highway San Diego, CA 92101

APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL

By Katherine Hart

SENIOR DEPUTY COUNTY COUNSEL

Approved as to Form:

DocuSigned by

4/8/2025

Office of the County Counsel

Date

Approved as to Insurances:

—signed by: Gina Borasi

4/14/2025

Risk Management

Date

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

Meeting Date: <u>6/28/2016</u> Minute Order No. 10

By: Depúty Clerk of the Board Supervisors

## **DEFINITIONS**

- 1. Local Government Agency (LGA) A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
- 2. CMAA/TCM LGA Consortium ("Consortium") A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
- 3. Participation Fee ("Participation Fee") Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
- 4. Executive Committee (EC) A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
- 5. Consortium Trust Fund ("Trust Fund") Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
- Membership All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
- 7. HOST ENTITY The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
- 8. Termination To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments or fees due. All fees are due and payable during this time.

# EXHIBIT A: Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management

### **HOST ENTITY shall:**

- 1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA pursuant to Exhibit B.
- 2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
- 3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
- 4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
- 5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
- 6. Manage and oversee all contracts on behalf of the Consortium.
- 7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
- 8. Provide to Executive Committee of the Consortium, for approval, an annual budget per Consortium by-laws.
- 9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual LGA Conference hosted by the Consortium.
- 10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

#### LGA shall:

- 1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
- 2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

PAGE 7 OF 8

3. Carry out the duties and responsibilities of membership delineated in the Consortium by-laws.

as defined and

# **EXHIBIT B: Payment and Fee Structure**

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.

# 2. Annual Participation Fee:

- a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
- b. The LGA's proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
- c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total budgeted expenditures for the MAA and TCM programs for the current fiscal year.
- d. For those LGA's not receiving any revenue from the MAA or TCM programs but still have outstanding TCM Cost Reports that require an audit, the fee charged will be based on the average of the last three (3) years revenues. This amount will be added to the revenue spreadsheet received from DHCS each year, which breaks out the annual revenue for each LGA.
- e. For those LGA's that have yet to receive any revenue, but have already paid the \$500 initial fee, the \$500 fee will continue until revenue is received and able to be used as a basis for the calculations in subsections a-c above.

# docusign

### **Certificate Of Completion**

Envelope Id: A2FCD156-14C0-4F8C-92E3-173AB4053F39 Subject: Contract 26R0238 (25-1576) 5/06/2025 BOS

Source Envelope: **Document Pages: 8** Certificate Pages: 6

Signatures: 3 Initials: 0 AutoNav: Enabled Stamps: 1

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-08:00) Pacific Time (US &

Canada)

Envelope Originator: **HSA Admin Processing** 701 Ocean Street Santa Cruz, CA 95060

Status: Completed

hsa.adminprocessing@santacruzcountyca.gov

IP Address: 63.194.190.170

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4/7/2025 1:18:14 PM

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Location: DocuSign

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Pool: FedRamp Pool: County of Santa Cruz

Location: Docusign

## Signer Events

John Nguyen

(None)

John.Nguyen@santacruzcountyca.gov Lead Assistant County County Counsel Security Level: Email, Account Authentication (None)

Signature

**Timestamp** 

Sent: 4/7/2025 1:28:31 PM Viewed: 4/7/2025 6:35:35 PM Signed: 4/8/2025 2:49:17 PM

Electronic Record and Signature Disclosure: Accepted: 6/12/2024 8:53:19 AM

ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi GINA.BORASI@SANTACRUZCOUNTYCA.GOV Risk Manager County of Santa Cruz Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Accepted: 12/18/2023 9:38:58 AM ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Jessica Randolph Jessica.Randotph@santacruzcountyca.gov **Director of Admin Services** County of Santa Cruz Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** Accepted: 4/25/2025 4:03:08 PM ID: 08cde362-d080-4a9c-baf7-ae58110051c0 Gina Borasi

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Jessica Kandolph

Signature Adoption: Pre-selected Style Using IP Address: 134.16.3.93

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# Signer Events

**CBD** eSignature cbd.esignature@santacruzcountyca.gov County of Santa Cruz Security Level: Email, Account Authentication (None)

# Signature



#### Timestamp

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### Electronic Record and Signature Disclosure:

Accepted: 6/20/2024 3:08:48 PM ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

# In Person Signer Events

# **Editor Delivery Events**

Mary Chavez

Mary.Chavez@santacruzcountyca.gov Administrative Services Manager, HSA

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 1/29/2024 11:09:47 AM

ID: bea244a8-de93-452d-ae33-0e92921eb7f4

# Signature

## Status



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## **Agent Delivery Events**

# Intermediary Delivery Events

# **Certified Delivery Events**

# **Carbon Copy Events**

**HSA ADMIN** 

HSA.AdminProcessing@santacruzcountyCA.GOV Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 4/24/2024 2:34:11 PM ID: 00c89360-1e1f-479f-918e-15cefaa8da5a Status

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Sent: 5/8/2025 8:57:05 AM

### Witness Events

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# **Envelope Summary Events**

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### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

# **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

# To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

# To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

# Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

# Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to
  receive exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by County of Santa Cruz during the course of your relationship with
  County of Santa Cruz.



# COUNTY OF SAN DIEGO

# INTER-DEPARTMENTAL CORRESPONDENCE

August 26, 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 NORWAY HALL FOUNDATION

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 Norway Hall Foundation and the County of San Diego, Sheriff's Office, for law enforcement security services for Vista Viking Festival, on September 20, 2025 to September 21, 2025.

The value of this contract will not exceed \$13,473.96 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: 8/26/25 Depar	tment: SHERIFF	
Contract Begin Date: 9/20/25	End Date: 9/21/25 Grant:	NO
*Oracle Award #: 508272	Org #: 39560 Amount: \$13	3,473.96
Contact Person: Christy More	no Phone #: (858)	314-9615
Contracting Agency/Grantor:	Norway Hall Foundation	
Description: Law Enforcement	ent Security Services for the Vista Viking Festiva	I
Policy B-29.	nat the contract or grant recovers full cost, included cover full costs. Justification is included in the C	
Department Approval:	Gapuz, Dane  Digitally signed by Gapuz, Dane Date: 2025.08.27 10:12:06 -07'0	Data: Covervees
Approved By:		
Group Finance Director:	Harin Halia	Date: 8/28/25
County Counsel:	Mark Day	Date: 8/28/25
Chief Administrative Office	r. Jung	Date: 9/29/25
Office of Financial Planning	Amphinis feurel	Date: 9/2/2025

## 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#:	26-19

<sup>\*</sup> 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	ivisio	n, or S	Sectio	n:		Date	<b>e</b> :			
Christy Moreno, (858) 314-9615	мѕв	- Con	tracts					Augi	ust 26	5, 202	25	
Subject:												
Reimbursable Services Agreement - NORWAY HALL FOUNDATION, VISTA VIKING FESTIVAL on September 20, 2025 through September 21, 2025 - \$13,473.96												
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.		<b>√</b>						✓				
Karina Galvan, Assistant Group Finance 2. Director, Public Safety Group		<b>√</b>						<b>✓</b>				
Andrew Strong, Deputy Chief Administrative 3. Officer, Public Safety Group		<b>√</b>						<b>√</b>				
Mark Day, Sr. Deputy County Counsel 4.		<b>√</b>						V				
Toroshinia Kennedy, Office of Financial Planning TK		$\checkmark$						<b>✓</b>				
Andrew Potter, Clerk of the Board 6.		$\checkmark$						<b>✓</b>				<b>√</b>
7.												
8.												
9.												
10												
COMMENTS:  Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41  Thank you.												



# COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

August 26, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer

Public Safety Group

FROM: Dane Gapuz, Contracts Manager

Sheriff's Office

# REVENUE CONTRACT WITH THE NORWAY HALL FOUNDATION 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 Norway Hall Foundation to provide law enforcement security services for Vista Viking Festival on September 20, 2025 through September 21, 2025

The value of this contract will not exceed \$13,473.96. 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 NORWAY HALL FOUNDATION, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #15

#### SECURITY SERVICES

THIS AGREEMENT made and entered into this 26th day of August 2025 by and between the Norway Hall Foundation (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 Vista Viking Festival.
- 2. The term of this Agreement shall commence on Sept 20, 2025, at 9:30am 8:30pm and shall continue in effect through and terminate after Sept 21, 2025, at 9:30am 6:30pm.
- 3. COUNTY Coordinator of this Agreement shall be Sgt. Longfellow, at (619) 539-3709.
- 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 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.
- SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received.
   REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.
- 10. Indemnification

RSA Template, REV 06/13/19 1 of 5

## 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

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

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:

Norway Hall Foundation 2006 East Vista Way Vista CA 92084 POC: William "Joey" Hill (845) 442-6762 egil@norwayhall.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

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

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 DEPARTMENT	WILLIAM J. HILL NORWAY HALL FOUNDATION
Dans Gapuz Signature Title/Rank	Assistant Chair Signature Title/Rank
Dane Gapuz Sheriff's Contract Manager	Hill William J.
Print Name	Print Name
APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL	COUNTY OF SAN DIEGO
Mark Day Signature- Semor Deputy County Counsel	Signature- Clerk of the Board Date: 9/8/25
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

## DISTRIBUTION:

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

# **EXHIBIT A**

# **COST ESTIMATE**

\*Deputies on duty will predominately roam/walk the festival grounds, main area\*

# of POSITIONS	# of HOURS	# of MILES		TE or COST  WITH ERHEAD*	7	TOTAL
3	11.0		S	158.67	S	5,236.11
1	11.0		S	194.69	\$	2,141.59
					S	-
	9.0		S	158.67	S	4,284.09
1	9.0		S	194.69	\$	1,752.21
					\$	-
				Sub-Total_	\$	13,414.00
				TOTAL	\$	13,414.00
					s	_
				TOTAL	s	
1	All day		S	59.96	\$	59.96
					S	-
				TOTAL	\$	59.96
	то	TAL EST	IMA	TED COSTS	\$	13,473.96
	POSITIONS  3 1 3 1	POSITIONS HOURS  3 11.0 1 11.0 3 9.0 1 9.0	POSITIONS HOURS MILES  3 11.0 1 11.0 3 9.0 1 9.0  1 All day	# of HOURS MILES OV  3 11.0 S 1 11.0 S 3 9.0 S 1 9.0 S 5 1 All day S	# of POSITIONS HOURS MILES WITH OVERHEAD*  3 11.0 \$ 158.67 1 11.0 \$ 194.69  3 9.0 \$ 158.67 1 9.0 \$ 194.69  Sub-Total TOTAL  1 All day \$ 59.96	# of POSITIONS HOURS MILES WITH OVERHEAD*  3 11.0 \$ 158.67 \$ \$ 194.69 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

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



# COUNTY OF SAN DIEGO

# INTER-DEPARTMENTAL CORRESPONDENCE

September 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 TEMPLE SOLEL

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 Temple Solel and the County of San Diego, Sheriff's Office, for law enforcement security services for Temple Solel event, on September 22, 2025 to October 2, 2025.

The value of this contract will not exceed \$14,116.52 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: 9/3/25 Depar	tment: SHERIFF		
Contract Begin Date: 9/22/25	End Date: 10	0/2/25 Grant: NO	
*Oracle Award #: 509889	Org #: 39565	Amount: \$14,116	3.52
Contact Person: Christy More	no	Phone #: (858) 314	-9615
Contracting Agency/Grantor:	Temple Solel		
Description: Law Enforcement	ent Security Service for	Temple Solel event	
The Development of the St. 10	not the contract or grant	recovere full coet, including	overheads (A-87), per Board
Policy B-29.		ation is included in the CAO le	, ,,,
Policy B-29.			, ,,,
Policy B-29.  The Department will not re	cover full costs. Justifica	ation is included in the CAO le	etter.
Policy B-29.  The Department will not re Department Approval:	Cover full costs. Justifica	ation is included in the CAO le	etter.
Policy B-29.  The Department will not re Department Approval:  Approved By:	Cover full costs. Justifica	Digitally signed by Gapuz, Dane Date: 2025.09.08 08:27:27 -07'00'	etter.  Date: 09/08/2025
Policy B-29.  The Department will not re Department Approval:  Approved By: Group Finance Director:	Gapuz, Dane  Ham Ham Mark Day	Digitally signed by Gapuz, Dane Date: 2025.09.08 08:27:27 -07'00'	Date: 09/08/2025
Policy B-29.  The Department will not re Department Approval:  Approved By: Group Finance Director: County Counsel:	Gapuz, Dane  Kam' Mark Day  T. Lawy A.	Digitally signed by Gapuz, Dane Date: 2025.09.08 08:27:27 -07'00'	Date: 09/08/2025  Date: 9/10/25

## Attachments:

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

OFP (	JSE ONLY		
fnit:	TK	OFP#:	26-20

<sup>\*</sup> 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							September 3, 2025				
Subject: Reimbursable Services Agreement - TEMPLE SOLEL, TEMPLE SOLEL on September 22, 2025 -												
through October 2, 2025 \$14,116.52												
	Q F		Your Recommendation		γlα	ort To		Signature Needed	<u>e</u>	חמ		Other (See Below)
То:	ation	ज्ञ	men		e Re	Rep	e	ure h	to M	or Yc		(See
(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your	Action	Prepare Reply	Written Report Me	See Me	Signat	Return to Me	Copy for You	File	Other
Dane Gapuz, Sheriff's Contract Manager  1.  29		V						V				
Kartna Galvan, Assistant Group Finance 2. Director, Public Safety Group		V						<b>V</b>				
Andrew Strong, Deputy Chief Administrative 3. Officer, Public Safety Group		V						<b>V</b>				
Mark Day, Sr. Deputy County Counsel M.D.		V						V				
Toroshinia Kennedy, Office of Financial Planning TK		V						<b>V</b>				
Andrew Potter, Clerk of the Board 6.		<b>V</b>						V				V
7.												
8.												
9.												
10												
COMMENTS:												
Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41												
Thank you.												



# COUNTY OF SAN DIEGO

### INTER-DEPARTMENTAL CORRESPONDENCE

September 3, 2025

TO:

Andrew Strong, Deputy Chief Administrative Officer

**Public Safety Group** 

FROM:

Dane Gapuz, Contracts Manager

Sheriff's Office

# REVENUE CONTRACT WITH THE TEMPLE SOLEL 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 Temple Solel to provide law enforcement security services for Temple Solel event on September 22, 2025 through October 2, 2025.

The value of this contract will not exceed \$14,116.52. 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 TEMPLE SOLEL, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF RSA #17

### SECURITY SERVICES

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of September 2025 by and between the TEMPLE SOLEL (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  $\square$  traffic control or  $\boxtimes$  security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Temple Solel.
- 2. The term of this Agreement shall commence on September 22<sup>nd</sup>, 2025, at 4:30 PM, and shall continue in effect through and terminate after October 2<sup>nd</sup>, 2025, at 7:00 PM.
- 3. COUNTY Coordinator of this Agreement shall be Lieutenant Sanchez, (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 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.
- 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

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# 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

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

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:

Temple Solel C/O: Dawn Grossman 3575 Manchester Avenue, Encinitas, CA 92007 (760) 436-0654 ceo@templesolel.net

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

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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	Dawn Grossman Temple Solel
Dane Gapuz Sheriff's Contract Manager Print Name	Signature CEO Title/Rank  Dawn Grossman Print Name
APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL  Mark Day Signature- Senior Deputy County Counsel	COUNTY OF SAN DIEGO  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: 9   1   20 25  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.

#### 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*	1	TOTAL
Deputy (Sep 22, 2025)	3	5.5	District N	\$ 156.85	s	2,588.03
Deputy (Sep 23, 2025)	3	7.5		S 156.85	\$	3,529.13
Deputy (Oct 1, 2025)	3	5.5		\$ 156.85	\$	2,588.03
Deputy (Oct 2, 2025)	3	11.5		\$ 156.85	S	5,411.33
Addt'l Positions: (Specify on Lines Below)					\$ \$ \$	-
					S	-
				Sub-Total	S	14,116.52
				TOTAL	S	14,116.52

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



# SAN DIEGO COUNTY SHERIFF'S OFFICE

# Kelly A. Martinez, Sheriff

Rich Williams, Undersheriff

September 8, 2025

A-45

TO:

Andrew Potter

Clerk of the Board of Supervisors

0-56

FROM:

David Brooks, Manager

Wireless Services Division, Sheriff's Office

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

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute Standard Form 30 with U.S. Department of Interior Bureau of Land Management (BLM) to provide wireless radio communications network through the County Regional Communications System (RCS). On September 14, 2018, the Clerk of the Board approved the RCS Customer Agreement with BLM. BLM requires County signature on the attached Standard Form 30 (15a, 15b and 15c) in order for BLM to exercise option year 4 and increase purchase order by \$25,720.89 for the RCS services from April 1, 2025 to March 31, 2026.

The agreement and standard form do not exceed the \$250,000 annual revenue limit.

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

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

KELLY A. MARTINEZ, SHERIFF

David Brooks

Manager, Wireless Services Division Sheriff's Office

David H. Brooks

DB:ma

Regional Communications System (RCS) Revenue Agreement September 8, 2025 Page 2

Attachments: Standard Form 30 for Requisition/Purchase Req No. 00444022206

Approved Revenue Contract (A&C OFP Form)

RCS Customer Agreement for U.S. Department of Interior Bureau of Land Management, Amendment #1 and Amendment #2



Erom:

# SAN DIEGO COUNTY SHERIFF'S OFFICE

# Kelly A. Martinez, Sheriff

Bureau/Division or Section:

Date:

Rich Williams, Undersheriff

Mayl	a Alvaro (858) 495-5232	Wireless Services Division, O-56							September 8, 202				025
Subje	ect:												
(2.7)	Agreement for U.S. Department of Inte	erior,	Bure	au of	Land	d Mai	nager	nent					
To: (PLE IN O	ASE INITIAL AND ROUTE RDER 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)
	Gayda Pia, Prgm Coordinator, WSD, Sheriff's Office		Х										
	David Brooks, Manager, WSD, Sheriff's Office		Х						Х	Х			
	Mark Day, Sr. Deputy County Counsel		Χ						Х				
	Andrew Potter, Clerk of the Board		Х						Х	Х			X
5.													
6.													
7.													
8.													
9.													
10													

COMMENTS:

Please email the signed agreement amendment to Mayla Alvaro @ Mayla.Alvaro@sdsheriff.gov. Thank you.

RCS Customer Service Agreement Amendment No. 2 was approved and signed by the Clerk of the Board. Copy is attached for reference.

U. S. Department of Interior Bureau of Land Management requires County signature on the attached Modification of Contract/Order No. 140L1221P0018 (15a, 15b & 15c) in order to exercise option year 4 and increase purchase order by \$25,720.89 for the RCS services from April 1, 2025 to March 31, 2026.

	IFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF PAGES
AMENDMENT OF SOLICITATION/MOD				1	4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		QUISITION/PURCHASE REQ. NO. 4022206	5. PROJECT	NO. (If applicable)
P00007	See Block 16C	10000000	MINISTERED BY (If other than Item 6)	CODE	
6.ISSUED BY C BLM CA-STATE OFC BUS SVC 2800 COTTAGE WAY, SUITE W SACRAMENTO CA 95825		7. AL	MINISTERED BY (II other than term b)	CODE	
	200 01700 010	- 10	A, AMENDMENT OF SOLICITATION NO.		
8. NAME AND ADDRESS OF CONTRACTOR (No.	, street, county, State and ZIP Code)	(x) 9	A. AMENDMENT OF SOLICITATION NO.		
SAN DIEGO, COUNTY OF			DATED (055 ITSM 44)		
Attn: Alvaro, Mayla		9	B. DATED (SEE ITEM 11)		
9621 RIDGEHAVEN CT SAN DIEGO CA 92123-1636				110	
7.11. B1200 0.1 92120 2000		x   1	DA. MODIFICATION OF CONTRACT/ORDER 40L1221P0018	RNO.	
		1	OB. DATED (SEE ITEM 13)		
CODE 0071397936	FACILITY CODE		04/08/2021		
	11. THIS ITEM ONLY APPLIES	TO AMEND		dended. □is no	
Items 8 and 15, and returning separate letter or electronic communication whi RECEIVED AT THE PLACE DESIGNATED FOI OFFER. If by virtue of this amendment you des each letter or electronic communication makes  12. ACCOUNTING AND APPROPRIATION DATA	ch includes a reference to the solicitation R THE RECEIPT OF OFFERS PRIOR TO ire to change an offer already submitted , reference to the solicitation and this amer	and amendr THE HOUF such chang ndment, and	R AND DATE SPECIFIED MAY RESULT IN RE e may be made by letter or electronic commu is received prior to the opening hour and date	WLEDGEMENT T EJECTION OF YOur or initial of the control of the con	O BE UR
See Schedule		Nec III	crease.	420/120.0	
13. THIS ITEM ONLY APPLIES	TO MODIFICATION OF CONTRACTS/OF	RDERS. IT	MODIFIES THE CONTRACT/ORDER NO. AS I	DESCRIBED IN IT	EM 14.
			IGES SET FORTH IN ITEM 14 ARE MADE IN		
			DMINISTRATIVE CHANGES (such as change Y OF FAR 43.103(b).	oo iii payiiig omoo	
F0 017 0 0-1-1 t	EMENT IS ENTERED INTO PURSUANT				
D. OTHER (Specify type of modifi	o Extend the Term of	the C	Ontract		
D. OTHER (Specify type of mount	callon and authority)				
E. IMPORTANT: Contractor  is	not X is required to sign this docume	ent and retur	n 1 copies to the issu	uing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICA	TION (Organized by UCF section heading	gs, including	solicitation/contract subject matter where fea	asible.)	
A. DESCRIPTION:			,		
Mod P00007 for OY 4   P	OP: 04/01/2024 - 03/	31/202	5   \$25,720.89		
B. PURPOSE:	anal Madifiastics is		anaise and fully fund (	Contract :	ino
The purpose of this bilat Item(s) Number (CLIN) 400					
Contract 140L1221P0018.	01, 40002, 40003 101	opero	11 Teal 4 / 04/01/2023	03/31/2	020 01
C. CHANGE TO THE TOTAL P	RICE OF THE ENTIRE C	ONTRAC'	Γ		
The total price of the en	tire contract, if al	l opti	ons are exercised, is r	now estima	ated at
Continued			/		
Except as provided herein, all terms and condition  15A. NAME AND TITLE OF SIGNER (Type or print)					
- Andrew Potter	γ,		A. NAME AND TITLE OF CONTRACTING OF The Cabral	, IOER (Type of p	init)
15B. CON Clerk of the Board	15C. DATE SIGN		J. UNITED STATES OF AMERICA		16C. DATE SIGNED
Maradle 45	a/1.1.				
(Signature of person authorized to sign)		_	(Signature of Contracting Officer)		
Approved as to form a	and legality				RM 30 (REV. 11/2016) SA FAR (48 CFR) 53.243
Mark Day		y of San	and/or authorized pursuant to Diego Administrative Code §123.	2	
J	Ru:	Salf	166 Date 19/11/2002	9	

By: Salfall Date: 09 11 2075
Deputy Clerk of the Board Supervisors

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE 0F 2
 4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT (F)
(A)	(B)	(C)	(D)	(E)	
	\$194,708.49.	İ			
	D. CHANGE TO THE FUNDED AMOUNT OF THE CONTRACT	1			
	As a result of this Modification, the obligated	ļ			
	amount for this contract is increased				
	by \$25,720.89 from \$168,987.60 to \$194,708.49				
	This Modification adds funding to CLIN 40001,				
	40002 and 40003, - Law Enforcement Radio			İ	
	Communication Services In Accordance with				
	attached Statement of Work and Communication		1		
	agreement for Office of Law Enforcement and		}		
	Security (OLES) Radios, Law Enforcement Radio	ŀ			
	Communication Services In Accordance with attached Statement of Work and Communication		1		
	agreement for El Centro and Palm Springs Field		li		
	Office Field Office Radios.		li		
	office field office hadron.		li		
	E. CHANGE TO THE PERIOD OF PERFORMANCE				
	As a result of this modification the current				
	period of performance will be changed.		1		
	The updated Period of Performance will now be 04/01/2025 - 03/31/2026.				
	01/01/2020 00/01/2020				
	F. CONTACTOR'S STATEMENT OF RELEASE: The				
	foregoing Purchase Order Modification is				
	satisfactory and is hereby accepted. In accepting	1			
	this Purchase Order Modification No. P00007, the				
	Contractor hereby release BLM from any claim for				
	payment arising out of the Purchase Order Modification prior to 04/01/2025. This does not				
	apply to future claims for payment due after the				
	Modification.				
	Period of Performance: 04/01/2021 to 03/31/2026		<b>!</b>		
	Change Item 40001 to read as follows (amount shown	1	<b>!</b>		
	is the obligated amount):				
40001	Law Enforcement Radio Communication Services In				9,488.
	Accordance with attached Statement of Work and		1		
	Communication agreement for Office of Law		1		
	Enforcement and Security (OLES)				
	Option Year 4				
	Product/Service Code: R426				
	Product/Service Description: SUPPORT-				
	PROFESSIONAL: COMMUNICATIONS				
	Accounting Info:				
	Continued	1			
		1			
		1			
7540-01-15	l	J			

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED 140L1221P0018/P00007
 PAGE 3
 OF 3
 4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
·	01 Account Assignm: K G/L Account: 610000251B Business Area: L000 Commitment Item: 251B00 Cost Center: LLCAD07000 Functional Area: L12320000.NU0000 Fund: 25XL5413AR Fund Center: LLCAD07000 Project/WBS: LV.RD.CF140000 PR Acct Assign: 01 Funded: \$9,488.40 Period of Performance: 04/01/2025 to 03/31/2026  Change Item 40002 to read as follows (amount shown				
40002	is the obligated amount):  Law Enforcement Radio Communication Services In Accordance with attached Statement of Work and Communication agreement for El Centro Field Office				12,437.
	Option Year 4 Period of Performance: 04/01/2025 - 03/31/2026 Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS				
	Accounting Info: 01 Account Assignm: K G/L Account: 610000251B Business Area: L000 Commitment Item: 251B00 Cost Center: LLHQ120100 Functional Area: L16300000.YB0000 Fund: 256L1109AF Fund Center: LLHQ120100 Project/WBS: LI.IT.LMR10000 PR Acct Assign: 01 Funded: \$12,437.13 Period of Performance: 04/01/2025 to 03/31/2026				
	Change Item 40003 to read as follows(amount shown is the obligated amount):				
40003	Law Enforcement Radio Communication Services In Accordance with attached Statement of Work and Communication agreement for Palm Springs Field Office				3,795.
	Option Year 4 Period of Performance: 04/01/2025 - 03/31/2026 Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS Continued				

		PAGE (	)F
CONTINUATION SHEET	140L1221P0018/P00007	4	4

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	Accounting Info:				
	01 Account Assignm: K G/L Account: 610000251B	1	l l		
	Business Area: L000 Commitment Item: 251B00 Cost		1 1		
	Center: LLCAD06000 Functional Area:				
	L16300000.YB0000 Fund: 256L1109AF Fund Center:				
	LLCAD06000 Project/WBS: LI.IT.LMR10000 PR Acct			ļ .	
	Assign: 01				
	Funded: \$3,795.36				
	Period of Performance: 04/01/2025 to 03/31/2026				
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# Request For Approval of Revenue Contract or Grant Not Exceeding \$250,000 Annually

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

	<del></del>
Date: 3/18/21 Department: SHERIFF	
Contract Begin Date: 4/1/21 End Date: 6/30/26 Grant: No	
*Oracle Award #: See Attachmen Org #: 39497 Amount: \$352,364/yea	r
Contact Person: Mayla Alvaro Phone #: (858) 495-5232	
Contracting Agency/Grantor: See Attachment A.	
(7) RCS customer agreement amendments to provide radio access for 38 for estimated annual revenue of \$352,364 from April 1, 2021 to June 30, 2	I radios per month 026. See
The Department certifies that the contract or grant recovers full cost, including overhe Policy B-29.	ads (A-87), per Board
□ The Department will not recover full costs. Justification is included in the CAO letter.	
Department Approval: David Brooks Da	ate: 03/18/2021
Approved By:	
Group Finance Director: Karina Galvan Da	ate: 3/25/21
County Counsel: Mark Day Da	ate: 3/25/21
Chief Administrative Officer: Da	ite: 3/25/21
Office of Financial Planning: Amykin James Da	ite: 3/29/21
* An Award Initiation request must be completed for all now revenue agreements. This is	

#### Attachments:

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

OFP L	JSE ONLY		
Init:	TK	] OFP#: [	21-54

<sup>\*</sup> 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.

# RCS CUSTOMER REVENUE AGREEMENT AMENDMENTS

#### ATTACHMENT A

	ORACLE AWARD NOS.	AGENCY NAME	RADIO COUNT LIMIT	RATE
1	507100	Advantage Ambulance	10	77.07
2	505965	Mercy Air Ambulance	30	77.07
3	505963	Metropolitan Transit Development Board	170	77.07
4	50565	Naval Criminal Investigative Service	35	77.07
5	507100	San Diego Ambulance LLC	10	77.07
6	503299	Southwestern College	36	77.07
7	503298	U.S. Department of Interior Bureau of Land Management	90	77.07

PROJECTED ANNUAL REVENUE
9,248.40
27,745.20
157,222.80
32,369.40
9,248.40
33,294.24
83,235.60

TOTAL	381	\$ 352,364

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

## **Customer Agreement**

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

(858) 694-3663 (Phone) (858) 694-3433 (Fax)

			eement) for use of the San Diego County – erred to herein as RCS) is made this
14th of	September Month	, 2018	(To be filled in by Clerk of the Board).

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 COUNTY, and <u>U.S. Department</u> of <u>Interior Bureau of Land Management</u> referred to herein as CUSTOMER.

#### Recitals

#### Witness that whereas:

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

E This agreement supersedes the previous RCS customer agreement signed on February 22, 2018.

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

#### 1. Recitals:

The Recitals identified above are incorporated to this Agreement.

#### 2. System Operation:

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

#### 3. Governance:

In entering this Agreement, CUSTOMER acknowledges that use of the COUNTY will be controlled by the RCS BOD, a governing board acting with the authority of the County of San Diego Board of Supervisors to administer the RCS. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

No actions by the RCS BOD or the County of San Diego Board of Supervisors may be so broad in nature that they negatively affect or impact the operational or legal integrity of the CUSTOMER.

#### 4. Monthly Fees for RCS Use:

CUSTOMER agrees to pay the COUNTY \$77.07 per radio, per month, as may be modified by Section 6, for radios which CUSTOMER places in service on the RCS network.

#### 5. Establishment of Initial Talk Group and Initial Programming:

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

# 6. Monthly Fee Changes:

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

#### 7. Payment of Fees:

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

#### 8. Radios:

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

#### 9. Radio Limit:

CUSTOMER is not authorized to exceed <u>50</u> radios using the RCS without approval of the RCS BOD.

#### 10. Authorized Uses:

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

#### 11. Radio Programming:

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

#### 12. Prohibition from Selling RCS Service:

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

#### 13. Training:

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

#### 14. Radio Maintenance:

CUSTOMER is responsible for maintenance and repair of its radio equipment. CUSTOMER agrees to provide repaired radios to COUNTY Wireless Services Division staff for inspection prior to reuse.

#### 15. Confidentiality of Radio Programming:

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

#### 16. Cost of Connection to RCS:

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

#### 17. Network Access Priority:

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

#### 18. Coverage:

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

#### 19. Term of Agreement:

The Agreement will expire on March 31, 2021.

Page 4 of 6

# 20. Agreement Modification; Entire Agreement:

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

#### 21. Termination of Agreement:

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

#### 22. Grievance Procedure:

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



Gayda S. Pia Principal Administrative Analyst Regional Communications System San Diego County Sheriff's Department 5595 Overland Ave Suite 101 San Diego, CA 92123-1206

Tel. (858) 694-3836

Email: gayda.pia@sdsheriff.org

#### **Point of Contact Customer:**

Brad Kent Acting Assistant Special Agent in Charge DEA/NTF TM6 5810 Newton Drive Carlsbad, CA. 92008

Tel: (619) 279-2034

Email: bkent@blm.gov

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

APPROVAL:
RCS Board of Directors

Bill F. Paskle, Fire Chief
RCS BOD Chair

Date:

APPROVAL:
U.S. Department of Interior
Bureau of Land Management

Signature

Traci J. thater
Print Name

APPROVAL:
County of San Diego

David Hall
Clerk of the Board of Supervisors

Date:

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

By: C. Date:

Date: 91418

Date: 91418

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

Mark Day Senior Deputy

Date: 9/12/18

# **END OF AGREEMENT**

#### **AMENDMENT No. 1**

# SAN DIEGO-IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEM CUSTOMER AGREEMENT BETWEEN

## THE COUNTY OF SAN DIEGO

#### AND

#### U.S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT

#### **AMENDMENT**

- A. COUNTY and CUSTOMER agree that the Agreement shall be amended to read as follows:
  - 9. Radio Limit

CUSTOMER is authorized to use up to  $\underline{90}$  radios in the RCS without approval of the RCS BOD.

Except as otherwise provided by this AMENDMENT No. 1, the Agreement, and each and every other term and condition therein, shall remain in full force and effect.

Terms and conditions of the AGREEMENT not specified herein remain unmodified.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 1 to the original Agreement, such AMENDMENT No. 1 being effective:

21st of De	cember, 2020 (To be filled in by Clerk of the Board).
APPROVAL:	APPROVAL:
RCS Board of Directors	U.S. Department of Interior Bureau of Land Management
Jun Lydon, Fire Chief	Samuel Bon
RCS BOD Chair Date: 16/21/2020	Print Name
Date.	Boul J. Bor Digitally signed by SAMUEL BON Date: 2020.12.03 05:32:33 -08'00'
APPROVAL:	
County of San Diego	Signature
Angha Posse	Title
Andrew Potter	Date: 12/03/2020
Clerk of the Board of Supervisors	
Date: 12/21/2020	
Approved as to form and legality:	
Office of the County Counsel	
Mark Day	
Mark Day, Senior Deputy	
Date: 12/21/20	Approved addler pulposized purposited

#### AMENDMENT No. 2

# SAN DIEGO COUNTY - IMPERIAL COUNTY REGIONAL COMMUNICATIONS SYSTEM CUSTOMER AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO

#### AND U.S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT (BLM)

#### RECITALS

AR.1 On September 14, 2018, the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Department (COUNTY) and U.S. Department of Interior Bureau of Land Management (BLM) (CUSTOMER) executed a Customer Agreement (Agreement) for use of the San Diego County – Imperial County Regional Communications System (RCS).

AR.2 Agreement Paragraph 20 states: "This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement."

#### AMENDMENT AND EXTENSION

A. The termination date in Paragraph 19 of the Agreement is hereby changed to June 30, 2026.

Except as otherwise provided by this AMENDMENT No. 2, the Agreement, Amendment No.1, and each and every other term and condition therein, shall remain in full force and effect.

Terms and conditions of the AGREEMENT not specified herein remain unmodified.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 2 to the original Agreement, such AMENDMENT No. 2 being effective 1<sup>ST</sup> day of April 2021.



APPROVAL:	APPROVAL:	
RCS Board of Directors	U.S. Department of Land Management (	
Lydon, Fire Chief	BRANDEN BAYZE	Digitally signed by BRANDEN BAYZE DN: c=US, o=U.S. Government, ou-Departmen of the Interior, ou-Buveau of Land Management, cn=BRANDEN BAYZE, 0.2234.19200300.1001.1-14001003112643 Date: 2021.03.09 10:36:30-08 00*
RCS BOD Chair  Date:3/15/2021	Signature	
APPROVAL:		
County of San Diego	Print Name	
11 1	Contracting Officer	N/
Hoden Vale	Title	
Andrew Potter		
Clerk of the Board of Supervisors Date:	Date:	
Approved as to form: Office of the County Counsel		

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

By: \_\_\_\_\_\_\_\_ Date: 31424

Mark Day

Date: 3/25/21

Mark Day, Senior Deputy

AMENDMENT OF SOLICITATION/MODIF	FICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		LA DEDITIONED POLICE DE LA	1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 0040572423	5. PROJECT NO. (If epplicable)
P00001	See Block 16C		
6. ISSUED BY CO	DE LCA	7. ADMINISTERED BY (If other than Item 6)	CODE
BLM CA-STATE OFC BUS SVC B 2800 COTTAGE WAY, SUITE W- SACRAMENTO CA 95825			
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.	
	National School of the School	(X)	
SAN DIEGO, COUNTY OF Attn: Alvaro, Mayla		9B. DATED (SEE ITEM 11)	
9621 RIDGEHAVEN CT			
SAN DIEGO CA 92123-1636		104 MODIFICATION OF CONTRACT/OR	DER NO
		x 10A. MODIFICATION OF CONTRACT/ORI	SERVIC.
		400 04750 (055 1751) (0	
2005	EACH ITY CODE	10B. DATED (SEE ITEM 13)	
CODE 0071397936	FACILITY CODE	04/08/2021	
The above numbered solicitation is amended as s		S TO AMENDMENTS OF SOLICITATIONS	is extended. So not extended.
RECEIVED AT THE PLACE DESIGNATED FOR TO	THE RECEIPT OF OFFERS PRIOR TO to change an offer already submitted erence to the solicitation and this ame	and amendment numbers. FAILURE OF YOUR ACK O THE HOUR AND DATE SPECIFIED MAY RESULT IN , such change may be made by letter or electronic con- nument, and is received prior to the opening hour and or Net Increase:	N REJECTION OF YOUR Imunication, provided
See Schedule			
13. THIS ITEM ONLY APPLIES TO	O MODIFICATION OF CONTRACTS/O	RDERS. IT MODIFIES THE CONTRACT/ORDER NO.	AS DESCRIBED IN ITEM 14.
A. THIS CHANGE ORDER IS ISSUE ORDER NO. IN ITEM 10A.	ED PURSUANT TO: (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MAD	E IN THE CONTRACT
B. THE ABOVE NUMBERED CONT appropriation data, etc.) SET FO	RACT/ORDER IS MODIFIED TO REF RTH IN ITEM 14, PURSUANT TO THE	LECT THE ADMINISTRATIVE CHANGES (such as che E AUTHORITY OF FAR 43, 103(b).	anges in paying office,
C. THIS SUPPLEMENTAL AGREEN	ENT IS ENTERED INTO PURSUANT	TO AUTHORITY OF:	
x 52.212-4(c) change	S		
D. OTHER (Specify type of modifical	tion and authority)		A-100-100-100-100-100-100-100-100-100-10
			14
E. IMPORTANT: Contractor Dis no	t is required to sign this docume	ent and return1 copies to the	issuing office.
	ON (Organized by UCF section heading	gs, including solicitation/contract subject matter where	feasible.)
JEI: SG98APEZBLZ6 MEMO for MODIFICATION to E	VEDCTOR OPETON V	END	
TEMO FOR MODIFICATION to E.	XERCISE an OPTION I	EAR	
A. DESCRIPTION:			
	OP: 04/01/2022 ; 03	/31/2023   \$46,242.90	ĵ
B. PURPOSE:			
The purpose of this bilate	ral Modification is	to exercise and fully fund	Contract Line
Item(s) Number (CLIN) 1000	1, 10002, and 10003	for [Option Year 1] / 04/0	1/2022 ; 03/31/2023
of Contract 140L1221P0018.			
Continued			
Except as provided herein, all terms and conditions of	of the document referenced in Item 9 A	or 10A, as heretofore changed, remains unchanged a	and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)	of the Barrel	16A NAME AND TITLE OF CONTRACTING	OFFICER (Type or print)
drew Potter Clerk	of the Board	Kevin Sotelo	
15B. CONTRACTORACT FEROR	15C. DATE SIGN	ED 16B. UNITED STATES OF AMERICA	18C. DATÉ SIGNED
MMUN HOTO	- 5/31/2	14	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
Previous edition unusable	doo to Come and Land		STANDARD FORM 30 (REV. 11/2018)  Personnel by GSA FAR (48 CFR) 53.24
	d as to Form and Legan	- Abbigger angel angiotized based	nt to
Mark	Day	County of San Diago Administrative Cou	9 5123.

	·	eg jang panganan mengangan penganan dibantah di sebagai dan berangan dan berangan dan berangan dan berangan dan	
	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF	_
CONTINUATION SHEET	140L1221P0018/P00001	2 4	_

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	C. CHANGE TO THE TOTAL PRICE OF THE ENTIRE				
	CONTRACT		ì		
	The total price of the entire contract, if all options are exercised, is now estimated at			į	
	\$242,910.90				
	\$242, 910. 90				
j	D. CHANGE TO THE FUNDED AMOUNT OF THE CONTRACT				
1	As a result of this Modification, the obligated				
	amount for this contract is increased			1	
	by \$46,242.90 from \$46,242.90 to \$ \$92,485.80	i		ļ	
	This Modification adds funding to CLIN(s) 10001,	Ì			
	¿Law Enforcement Radio Communication Services In			l	
	Accordance with attached Statement of Work and				
•	Communication agreement for Office of Law	-			
	Enforcement and Security (OLES) Radios (26	}			
	Radios);, CLIN(s) 10002 ¿Law Enforcement Radio	1			
	Communication Services In Accordance with				
	attached Statement of Work and Communication	1			
	agreement for El Centro Field Office (18 Radios);			Ì	
	and CLIN(s) 10003 ¿Law Enforcement Radio			Į	
	Communication Services In Accordance with	<u> </u>		ŀ	
	attached Statement of Work and Communication				
	agreement for Palm Springs Field Office (6 Radios);			Į.	
	Kadios) ¿			l	
	E. CHANGE TO THE PERIOD OF PERFORMANCE				
	As a result of this modification the current				
	period of performance will be changed.				
	The updated Period of Performance will now be			I	
	04/01/2021 ¿ 03/31/2023.				
	F. REALEASE			i	
	By signing this modification the vendor is in			i	
	agreement with the government laid out in this			ŀ	
	modification.				
	Period of Performance: 04/01/2021 to 03/31/2023				
	161104 01 1011011111100. 04/01/2021 00 03/31/2020				
	Change Item 10001 to read as follows (amount shown			ľ	
	is the obligated amount):				
	Adding funds to this contract - Use of the San			İ	
	Diego - Imperial County Regional Communications				
	System (RCS) which provides public safety voice		1		
	and data communication radio services n services				
	for 50 radios @ 77.07 ea per month for be charged			İ	
	from OLES LLWO120100.L16300000.YB0000.223X			1	
001	Ing Enforcement Dadio Communication Commission			1	04 645
OOT	Law Enforcement Radio Communication Services In Accordance with attached Statement of Work and			1	24,045
	Communication agreement for Office of Law	İ			
	Continued			1	
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				j	

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	140L1221P0018/P00001	3	4

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)		(D)	(E)	(F)
	Enforcement and Security (OLES) Radios (26 Radios)				
	((\$77.07*12) * 26) = \$24,045.84.				
	This is Not to Exceed (NTE) \$24,045.84	l			•
	Option Year 1 Period of Performance: 04/01/2022 - 03/31/2023		ŀ		
	Product/Service Code: R426	ļ			
	Product/Service Description: SUPPORT-				•
	PROFESSIONAL: COMMUNICATIONS	1			
	Torontine Tofac				
	Accounting Info: 01 Account Assignm: K G/L Account: 6100.251B0				,
	Business Area: L000 Commitment Item: 251B00 Cost				
	Center: LLHQ120100 Functional Area:				
	L16300000.YB0000 Fund: 223L1109AF Fund Center:	ĺ			
	LLHQ120100 Project/WBS: LI.IT.LMR10000 PR Acct				•
	Assign: 01				
	Funded: \$24,045.84 Period of Performance: 04/01/2022 to 03/31/2023				
	101104 01 10110111111001 04/01/1011 00 03/01/1010				
	Change Item 10002 to read as follows(amount shown is the obligated amount):				
	is the obligated amount).				
	Adding funds to this contract - Use of the San				
	Diego - Imperial County Regional Communications				
	System (RCS) which provides public safety voice				
	and data communication radio services n services for 50 radios @ 77.07 ea per month for be charged				
	from OLES LLW0120100.L16300000.YB00000.223X				
0002	Law Enforcement Radio Communication Services In				16,647
0002	Accordance with attached Statement of Work and				20,01.
	Communication agreement for El Centro Field				
	Office (18 Radios)				
	((\$77.07*12) * 18) = \$16,647.12.				
	This is Not to Exceed (NTE) \$16,647.12				
	Ombien Voca 1				
	Option Year 1 Period of Performance: 04/01/2022 - 03/31/2023				
	Product/Service Code: R426		ı		
	Product/Service Description: SUPPORT-			•	
	PROFESSIONAL: COMMUNICATIONS				
	Accounting Info:				
	01 Account Assignm: K G/L Account: 6100.251B0				
	Business Area: L000 Commitment Item: 251B00 Cost				
	Center: LLCAD07000 Functional Area:				
	Continued				
			·		
			- 1		

			_	
		PAGE	OF	
CONTINUATION SHEET	140L1221P0018/P00001	4	4	1

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	L16300000.YB0000 Fund: 223L1109AF Fund Center: LLCAD07000 Project/WBS: LI.IT.LMR10000 PR Acct Assign: 01 Funded: \$16,647.12 Period of Performance: 04/01/2022 to 03/31/2023				
	Change Item 10003 to read as follows(amount shown is the obligated amount):				
	Adding funds to this contract - Use of the San Diego - Imperial County Regional Communications System (RCS) which provides public safety voice and data communication radio services n services for 50 radios @ 77.07 ea per month for be charged from OLES LLWO120100.L16300000.YB0000.223X				
0003	Law Enforcement Radio Communication Services In Accordance with attached Statement of Work and Communication agreement for Palm Springs Field Office (6 Radios)				5 <sub>,</sub> ,549.
	((\$77.07*12) * 6) = \$5,549.04. This is Not to Exceed (NTE) \$5,549.04				
	Option Year 1 Period of Performance: 04/01/2022 - 03/31/2023 Product/Service Code: R426 Product/Service Description: SUPPORT- PROFESSIONAL: COMMUNICATIONS				
	Accounting Info: 01 Account Assignm: K G/L Account: 6100.251B0 Business Area: L000 Commitment Item: 251B00 Cost Center: LLCAD06000 Functional Area: L16300000.YB0000 Fund: 223L1109AF Fund Center: LLCAD06000 Project/WBS: LI.IT.LMR10000 PR Acct Assign: 01 Funded: \$5,549.94				
	Period of Performance: 04/01/2022 to 03/31/2023				

			1. CONTRACT ID CODE		PAGE OF PAGES
AMENDMENT OF SOLICITATION/MOI	DIFICATION OF CONTRACT				1 3
2. AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE		QUISITION/PURCHASE REQ. NO.	5 PR	OJECT NO. (If applicable)
P00003	See Block 16C		0614759		<del></del>
S. ISSUED BY	CODE LCA	7. AD	MINISTERED BY (If other than Item 6)	CODE	
BLM CA-STATE OFC BUS SVC 2800 COTTAGE WAY, SUITE ( SACRAMENTO CA 95825			*		
B. NAME AND ADDRESS OF CONTRACTOR (No	., street, county, State and ZIP Code)	(x) 9A	A AMENDMENT OF SOLICITATION NO.		
SAN DIEGO, COUNTY OF		m			
Attn: Alvaro, Mayla		98	. DATED (SEE ITEM 11)		
621 RIDGEHAVEN CT					
AN DIEGO CA 92123-1636		× 10	A MODIFICATION OF CONTRACT/ORDER	NO.	
		^  1	40L1221P0018		
			D DATED (DEE ITEM 12)		
2005	EACHITY CODE		B. DATED (SEE ITEM 13)		
CODE 0071397936	FACILITY CODE		04/08/2021		
The above numbered solicitation is amended a	11. THIS ITEM ONLY APPLIES				is not extended
Items 8 and 15, and returning separate letter or electronic communication wh RECEIVED AT THE PLACE DESIGNATED FO OFFER. If by virtue of this amendment you de each letter or electronic communication makes 12. ACCUNTING AND APPROPRIATION DATA	ich includes a reference to the solicitation of R THE RECEIPT OF OFFERS PRIOR TO sire to change an offer already submitted, reference to the solicitation and this amen	and amendm THE HOUR , such change	AND DATE SPECIFIED MAY RESULT IN RE may be made by letter or electronic commu- s received prior to the opening hour and date	WLEDGEI EJECTION nication, p	MENT TO BE I OF YOUR provided
See Schedule	(modernos)	Net III	crease.	410/3	
13. THIS ITEM ONLY APPLIES	TO MODIFICATION OF CONTRACTS/OF	RDERS. IT M	ODIFIES THE CONTRACT/ORDER NO. AS I	DESCRIBI	ED IN ITEM 14.
					NTOACT
			GES SET FORTH IN ITEM 14 ARE MADE IN		
			MINISTRATIVE CHANGES (such as change ( OF FAR 43.103(b)	s in payir	ng office,
	EMENT IS ENTERED INTO PURSUANT	TO AUTHOR	ITY OF		
x 52.212-4(c) chang					
D. OTHER (Specify type of modil	ication and authority)				
E. IMPORTANT: Contractor is	not 🗵 is required to sign this docume	ent and return	1 copies to the issu	uing office	
14. DESCRIPTION OF AMENDMENT/MODIFIC/		gs, including	solicitation/contract subject matter where fea	sible.)	
UEI: SG98APEZBLZ6					
A. DESCRIPTION:					
Mod P00003 for OY 2   F	OP: 04/01/2023 - 03/3	31/2024	\$40,924.17		
B. PURPOSE:					
The purpose of this bilat					
Item(s) Number (CLIN) 200	01 and 20002 for [Opt	tion Ye	ear 2] / 04/01/2023 - 0	3/31/	2024 of
Contract 140L1221P0018.					
C. CHANGE TO THE TOTAL E					himated of
The total price of the er	icire contract, if all	T obtic	ons are exercised, is n	low es	scimated at
Continued  Except as provided berein all terms and condition	ne of the document referenced in New O.A.	or 104	protofore changed remains unchanged	in full fam.	a and effect
Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type or pri			NAME AND TITLE OF CONTRACTING OF		TO DESCRIPTION OF THE PROPERTY
Andrew Potter C			vin Sotelo		
15B. COM RACTOR/OFFEROR	15C. DATE SIGNE		UNITED STATES OF AMERICA		16C. DATE SIGNED
Muly fitte	4-19-2	23_			_
(Signature of person authorized to sign) Previous edition unusable			(Signature of Contracting Officer)	STANDA	PD FORM 30 (PEV, 14 PO10)
	proved as to Form and Leg	gality		Prescribe	RD FORM 30 (REV. 11/2016) od by GSA FAR (48 CFR) 53.24:
		1	pproved and/or authorized pursu	ant to	
//	lark Day	Cour	ty of San Diego Administrative Co	ode §12	23.
	0		1/10	41.6	177

By: No Date: 4/8

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	
CONTINUATION SHEET	140L1221P0018/P00003	2		3

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	\$237,355.59.				
	D. CHANGE TO THE FUNDED AMOUNT OF THE CONTRACT	ľ			
	As a result of this Modification, the obligated	l		Ī	
	amount for this contract is increased	İ			
	by \$40,924.17 from \$89,710.38 to \$130,634.55.  This Modification adds funding to CLIN(s) 20001,				
	"Law Enforcement Radio Communication Services In				
	Accordance with attached Statement of Work and		ı		
	Communication agreement for Office of Law				
	Enforcement and Security (OLES) Radios (12				
	Radios)", CLIN(s) 20002 "Law Enforcement Radio	İ	li		
	Communication Services In Accordance with				
	attached Statement of Work and Communication				
	agreement for El Centro and Palm Springs Field				
	Office Field Office (32 Radios)"				
	E. CHANGE TO THE PERIOD OF PERFORMANCE	1		[	
	As a result of this modification the current				
	period of performance will be changed.			<b>[</b>	
	The updated Period of Performance will now be			1	
	04/01/2021 - 03/31/2024.				
	F. RELEASE				
	By signing this modification the vendor is in			ŀ	
	agreement with the decision of the government				
	laid out in this modification		ŀ		
	Period of Performance: 04/01/2021 to 03/31/2024		ŀ		
	Change Item 20001 to read as follows (amount shown			i	
	is the obligated amount):				
20001	Law Enforcement Radio Communication Services In				11,098.
	Accordance with attached Statement of Work and	ŀ			
	Communication agreement for Office of Law				
	Enforcement and Security (OLES) Radios (26 Radios)	ĺ			
	12 devices				
	((\$77.07*12) * 12) = \$11,098.08.				
	This is Not to Exceed (NTE) \$11,098.08			1	
	Option Year 2	l <sup>'</sup>			
	Period of Performance: 04/01/2023 - 03/31/2024			i	
	Product/Service Code: R426			<b>!</b>	
	Product/Service Description: SUPPORT-			ĺ	
	PROFESSIONAL: COMMUNICATIONS				
	Accounting Info:	]			
	01 Account Assignm: K G/L Account: 6100.251B0			l	
	Continued				
		·			
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CONTINUATION SHEET	140L1221P0018/P00003		3	3

ITEM NO.	SUPPLIE8/SERVICES	QUANTITY		UNIT PRICE	AMOUNT (F)
(A)	(B)	(C)	(D)	(E)	(E)
	Business Area: L000 Commitment Item: 251B00 Cost		1 1	ĺ	
	Center: LLHQ120100 Functional Area:	ļ			
	L16300000.YB0000 Fund: 234L1109AF Fund Center:				
	LLHQ120100 Project/WBS: LI.IT.LMR10000 PR Acct	İ	l I		
	Assign: 01				
	Funded: \$11,098.08	ļ	1 1	•	
	Period of Performance: 04/01/2023 to 03/31/2024			•	
	Change Item 20002 to read as follows(amount shown is the obligated amount):				
20002	Law Enforcement Radio Communication Services In Accordance with attached Statement of Work and Communication agreement for El Centro Field			-	29,826.
	Office and Palm Springs Field Office.		П	1	
	35 radios for April 2023 and then reduced to 32 radios for May 2023 through march 2024				
	((\$77.07*1) * 35) = \$2,697.45				
	((\$77.07*11)*32) = \$27,128.64				
	This is Not to Exceed (NTE) \$29,826.09				
	Option Year 2 Period of Performance: 04/01/2023 - 03/31/2024 Product/Service Code: R426 Product/Service Description: SUPPORT-				
	PROFESSIONAL: COMMUNICATIONS				
	Accounting Info: 01 Account Assignm: K G/L Account: 6100.251B0				
	Business Area: L000 Commitment Item: 251B00 Cost Center: LLCAD01000 Functional Area:				
	L14400000.NU00000 Fund: 19XL1109AF Fund Center: LLCAD01000 PR Acct Assign: 01				
	Funded: \$29,826.09	i	1 1		
	Period of Performance: 04/01/2023 to 03/31/2024				
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AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE		1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		EQUISITION/PURCHASE REQ. NO.	5. PRO	OJECT NO. (If applicable)
P00005	See Block 16C		10649055		-1
6. ISSUED BY CODE	LCA	7. A	DMINISTERED BY (If other than Item	o 6) CODE	
BLM CA-STATE OFC BUS SVC BR 2800 COTTAGE WAY, SUITE W-18 SACRAMENTO CA 95825	(CA944) 34				
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION	I NO.	4
THE PERSON CONTINUED OF		1			
SAN DIEGO, COUNTY OF Attn: Alvaro, Mayla			9B. DATED (SEE ITEM 11)		
9621 RIDGEHAVEN CT					
SAN DIEGO CA 92123-1636		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	10A MODIFICATION OF CONTRACT	T/ORDER NO.	
		*	140L1221P0018		
		1 }	10B. DATED (SEE ITEM 13)		
	FACILITY CODE	$\dashv$ 1			
CODE 0071397936	- Committee of the Comm		04/08/2021		
The above numbered solicitation is amended as set f	11. THIS ITEM ONLY APPLIES TO			☐is extended.	is not extended.
Offers must acknowledge receipt of this amendment items 8 and 15, and returning conseparate letter or electronic communication which in RECEIVED AT THE PLACE DESIGNATED FOR THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes refere	prior to the hour and date specified in the pies of the amendment; (b) By acknow tudes a reference to the solicitation and the RECEIPT OF OFFERS PRIOR TO The change an offer already submitted, sunce to the solicitation and this amendment.	the solicitive whedging and amend the HOU such charm ment, and the solicities with the solicities where the solici	tation or as amended, by one of the forceept of this amendment on each coment numbers. FAILURE OF YOUR IR AND DATE SPECIFIED MAY RESUrge may be made by letter or electronic dis received prior to the opening hour	ACKNOWLEDGER  JLT IN REJECTION  c communication, p  and date specified	MENT TO BE I OF YOUR rovided
12. ACCOUNTING AND APPROPRIATION DATA (If req 0.1	nuired) Ne	let I	ncrease:	\$41,2	20.96
	ODIFICATION OF CONTRACTS/ORD	DERS. IT	MODIFIES THE CONTRACT/ORDER	NO. AS DESCRIB	ED IN ITEM 14.
CHECK ONE A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRA appropriation data, etc.) SET FORT  C. THIS SUPPLEMENTAL AGREEMEN  X 52.217-9 Option to E	CT/ORDER IS MODIFIED TO REFLECH IN ITEM 14, PURSUANT TO THE AIT IS ENTERED INTO PURSUANT TO	CT THE AUTHOR	ADMINISTRATIVE CHANGES (such a ITY OF FAR 43, 103(b) DRITY OF:	- 1 11.4m	
D. OTHER (Specify type of modification	and authority)				
E. IMPORTANT: Contractor is not	x is required to sign this document	t and retu	urn 1 copies t	to the issuing office	
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section headings,	s, includir	ng solicitation/contract subject matter	where feasible.)	
UEI: SG98APEZBLZ6				Approve	d and/or authorized pursuant to
A. DESCRIPTION: Radio Service San Diego				By: DeputyClerk	an Diego Administrative Code §  Date: 4 20 of the Board Supervisors
B. PURPOSE: The purpose of this bilatera	l Modification is	to 0:	versise Ontion Verr	3 of Cont	ract
140L1221P0018 and to cancel				3 01 0011	.1466
C. CHANGE TO THE TOTAL PRIC	CE OF THE ENTIRE COM	NTRA	CT		
The total price of the entir				is now e	stimated at
\$220,122.09.					
Continued			hazatafara abanana di sanciani sa	and sed in full for-	o and effect
Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print)	ine cocument referenced in Item 9 A or		s heretofore changed, remains unchar 6A. NAME AND TITLE OF CONTRAC		
	k of the Board		evin Sotelo		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
15B CONTRACTOR OFFEROR	15C. DATE SIGNED	800	BB. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)	1/20/2	1	(Signature of Contracting (	Officer)	
Previous edition unusable	Market Commission (1990)				RD FORM 30 (REV. 11/2016)
Approved as to form	and legality Mar	rk i	Day	Prescrib	ed by GSA FAR (48 CFR) 53.243
			0		

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE 2
 OF 2
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D. CHANGE TO THE FUNDED AMOUNT OF THE CONTRACT As a result of this Modification, the obligated amount for this contract is increased by \$41,220.96 from \$127,859.13 to \$169,080.09  E. CHANGE TO THE FERIOD OF PERFORMANCE As a result of this modification the current period of performance will be changed. The updated Feriod of Performance will now be 04/01/2024 - 03/31/2025.  F. Contractor's Statement of Release: The foregoing Furchase Order Modification is satisfactory and is hereby accepted. In accepting this Furchase Order Modification No. P0005, the Contractor hereby releases ELM from any claim for payment arising out of the Purchase Order Modification prior to 04/01/2024. This does not apply to future claims for payment due after the Modification.  Account Assignm: K G/L Account: 6100.25180 Business Area: L000 Commitment Hem: 251800 Cost Contar: LLM0120100 Functional Area: LL8000000.YB0000 Functional Area: LL80120100 Project/WBS: LI.IT.LMR10000 FR Acct Assignm: 01 Period of Performance: 04/01/2021 to 03/31/2025  Cancel Item 20003 in its entirety.  Change Item 30001 to read as follows(amount shown is the obligated amount):  Adding funds to this contract - Use of the San biago - Imperial County Regional Communications System (RCS) which provides public safety voice and data communication radio services in services for 50 radios 0 77.07 ea per month for be charged from OLES LLM0120100.L16300000.YB0000.223X  Option Year 3  Law Shforcement Radio Communication Services In Accordance with attached Statament of Work and Communication agreement for: Office of Law Enforcement and Security (OLES) Radios (12 Radios for 12 months) Palm Springs and El Centro (32 Radios for 12 Continued	TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CONTINUATION SHEET	140L1221P0018/P00005	3	3

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	\$77.07 = Rate from 4/1/24-6/30/24.		1		
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