



Andrew Strong
Deputy Chief Administrative Officer
619-531-4535

Kathleen Flannery
Chief Operations Officer
619-515-6610

PUBLIC SAFETY

1600 PACIFIC HIGHWAY, ROOM 208, SAN DIEGO, CALIFORNIA 92101-2422
(619) 595-4633

March 9, 2026

COSD CLERK OF THE BOARD
2026 MAR 25 AM 8:14

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

EXECUTION AND RATIFICATION OF GRANT AGREEMENT WITH AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

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

Enclosed is a grant agreement with the American Society for the Prevention of Cruelty to Animals and the County of San Diego, Department of Animal Services, to support four part-time student workers who will work in underserved areas of the county to transport animals and assist with weekly off-site adoption events that will expand access to adoptable pets and reduce shelter crowding from December 12, 2025, through December 31, 2026. Ratification of the grant agreement is requested as the start date preceded the execution of the contract.

The value of this grant agreement is \$87,000.

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

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

Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Digitally signed by Briana Sarvis
Date: 2026.03.06 15:57:06 -08'00' Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

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

OFF USE ONLY

Init: OFP#:



BRIEANA SARVIS, DVM
ACTING DIRECTOR

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

March 9, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety
FROM: Briana Sarvis, DVM, Acting Director
Department of Animal Services

EXECUTION AND RATIFICATION OF GRANT AGREEMENT WITH AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29

The County of San Diego through the Department of Animal Services is entering into a grant agreement with the American Society for the Prevention of Cruelty to Animals and the County of San Diego, Department of Animal Services, to support four part-time student workers who will work in underserved areas of the county to transport animals and assist with weekly off-site adoption events that will expand access to adoptable pets and reduce shelter crowding from December 12, 2025, through December 31, 2026. Ratification of the grant agreement is requested as the start date preceded the execution of the contract.

The value of this grant agreement is \$87,000. Please review the grant agreement and let me know if you have any concerns. If you have any questions regarding this request, please contact Caroline Mosher, Administrative Analyst III at 760-496-9225 or Caroline.Mosher@sdcounty.ca.gov. After your approval, the grant agreement will be electronically signed in DocuSign.

**Briana
Sarvis**

Digitally signed by
Briana Sarvis
Date: 2026.03.06
15:57:26 -08'00'

Briana Sarvis, DVM
Acting Director, Department of Animal Services



Grant Agreement Reference:

NAME: **County of San Diego Animal Services**
PROJECT: **2025 National Shelter Initiative Grants – Animal Outcomes**
AMOUNT: **\$ 87,000**
GRANT NUMBER: **202512-34155**
GRANT EFFECTIVE DATE: **12/12/2025**
GRANT EXPIRATION DATE: **12/31/2026**
ASPCA GRANT OFFICER: **Christa Chadwick**
ASPCA GRANT MANAGER: **Dina Trefethen**

March 25, 2026

Vaughn Maurice
5821 Sweetwater Road
San Diego, CA 91902

Dear Vaughn Maurice,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to County of San Diego Animal Services (the “Grantee,” and together with the ASPCA, the “Parties” and each a “Party”) the amount of \$ 87,000 (the “Grant”). These funds are designated for 2025 National Shelter Initiative Grants – Animal Outcomes, as described in the Grant request, the Grant Request Documents, and, if applicable, its amendments (the “Project”) and subject to the terms of this agreement (the “Agreement”).

The ASPCA shall issue the Grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By signing this Agreement, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the “Effective Date”):

1. Grant Requirements. The Grantee acknowledges and agrees that the Grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement,

and that failure to do so will result in the Grantee having to return the Grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee acknowledges and agrees that any proposed changes to the Project, including, but not limited to, the Project goals and objectives, the use or purpose of funds, the distribution of funds across approved budget items, or any other substantive changes to the Project shall be fully approved by the Grant Officer and memorialized with an amendment to the Agreement prior to initiating any such changes.

Unless Grantee is expressly exempt from this requirement (e.g. as an agency or instrumentality of government), it shall meet the ASPCA Grantee Organizational Standards (the "Standards"), attached hereto as **Schedule 1**. If Grantee does not meet the standards by the Effective Date, the ASPCA may, in its sole discretion, grant additional time for the Grantee to come into compliance with the Standards. If additional time is granted, Grantee shall have 12-months or until the Expiration Date, whichever is sooner, to comply with the requirements and provide proof of compliance as a part of its required reporting.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

For projects that include grant funds used to purchase food for a gathering of individuals, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. "Welfare-certified meat products" shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit <http://www.asPCA.org/take-action/help-farm-animals/finding-higher-welfare-products>.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

Grant Reporting:

The Grantee must submit reports (the "Grant Reports") to provide the ASPCA with information about the Project and to ensure the Grant is being used as described in this Agreement. Grant Reports shall be due per the following schedule:

Report Type	Due Date
-------------	----------

National Shelter Initiative Final Report	January 14, 2027
--	------------------

The Grantee acknowledges it may be subject to additional reporting requirements as assigned by its ASPCA Grant Officer and set forth in the Grant record in Fluxx (the “Additional Reporting”). Additional Reporting shall be submitted as a part of the regular Grant Reports.

Grantees that fail to submit required documentation by the Final Report Due Date may jeopardize future grants and/or grant payments.

Grant Extensions:

Extension requests will not be considered for the Final Report Due Date. However, should the Grantee need a Grant extension due to unforeseen delays in the Project timeline, Grantee may request an extension by emailing grants@aspca.org before the Grant Expiration Date. The ASPCA shall review the Grantee’s request and may grant an extension to the Grant term. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project. Upon such a request, the Grantee must provide the requested information in a timely manner. Such additional information may include but is not limited to receipts, photographs, and press information.

The ASPCA may choose to conduct site visits of the Grantee’s location(s). The Grantee must provide the ASPCA with access to such locations at a date and time mutually agreed upon by the Parties.

2. Compliance with the Law and Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations including but not limited to all applicable federal, state, and local employment laws, regulations, and rules.

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a “Funded Position”). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds (“Funded Contractor”). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

3. License. Each Party hereby grants to the other party a license to use the Party's name and trademarks on materials directly related to the activities of the Project and/or the Grant. This section does not include use of the seal of the County of San Diego.

All use of the ASPCA name and trademarks must comply with the ASPCA's style guide. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®".

4. Acknowledgement of ASPCA Support. In consideration of the Grant, the Grantee may publicly acknowledge that the Project was made possible through a generous grant from the ASPCA. If the Grantee chooses to make an acknowledgment, Grantee shall submit any Project acknowledgements that include the ASPCA's name or trademarks to press@aspcapro.org for review and approval prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project acknowledgements shall be instituted by the Grantee without the prior written approval of the ASPCA. The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

For further assistance regarding recognition of the Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspcapro.org or visit <https://www.aspcapro.org/media-and-promotional-materials-aspcapro-grant-recipients> for press release templates, logos, and other media materials.

5. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with Generally Accepted Accounting Principles (GAAP) and business practices. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three (3) years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- a. If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or

that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;

- b. In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- c. In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- d. If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control or any expended Grant funds deemed to have been misappropriated per the terms of this Agreement.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds. All such determinations by the ASPCA under this **Section 6** will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

Sincerely,

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Signed by:

Lauren Martin

1DCDFF691D964EF...
Lauren Martin

Senior Vice President, Deputy Chief Legal Officer

ACCEPTED AND AGREED:

COUNTY OF SAN DIEGO ANIMAL SERVICES

Signed by:

Dr. Briana Sarvis

By: DB38DB0F285B4F4...

Name/Title: Dr. Briana Sarvis, Acting Director

APPROVED AS TO FORM AND LEGALITY COUNTY COUNSEL

Signed by:

Mark Day

By: C956D95BFFDC482...

Name/Title: Mark Day, Senior Deputy County Counsel

DocuSigned by:

Andrew Potter

By: BF48F800A5DF4C0...

Name/Title: Andrew Potter, Clerk of the Board

Schedule 1

ASPCA Grantee Organizational Standards

- Must have at least 4 board members
- Majority of the board must be independent¹
- Chairperson and Treasurer shall not be compensated
- Business registration must be current/active in the Grantee's state of incorporation
- Charitable registration must be current/active in the state of the Grantee's primary location **(for grants =>\$25,000)**
- No overdue reports for any ASPCA grants, if applicable
- No overdue balances on prior grants, if applicable

¹ This means that fewer than half of Grantee's Board members may be paid employees and/or family members or close relatives.



**SAN DIEGO COUNTY FIRE
IN COOPERATION WITH CAL FIRE**

2249 Jamacha Road | El Cajon | CA 92019 | (619) 590-3100
5560 Overland Avenue | Suite 400, San Diego | CA 92123-1204 | (858) 974-5999

www.sdcountyfire.org

TONY MECHAM
FIRE CHIEF

JEFF COLLINS
DIRECTOR, FIRE PROTECTION DISTRICT

PALOMA AGUIRRE
SUPERVISOR, DISTRICT 1
CHAIR PRO TEM

JOEL ANDERSON
SUPERVISOR, DISTRICT 2

TERRA LAWSON-REMER
SUPERVISOR, DISTRICT 3
CHAIR

MONICA MONTGOMERY STEPPE
SUPERVISOR, DISTRICT 4
VICE CHAIR

JIM DESMOND
SUPERVISOR, DISTRICT 5

March 27, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

COSD CLERK OF THE BOARD
2026 APR 7 PM 2:48

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

**EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH SAN DIEGO
REGIONAL FIRE & EMERGENCY SERVICES 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, is a revenue agreement between the San Diego Regional Fire & Emergency Services Foundation (“Fire Foundation”) and the San Diego County Fire Protection District (“SDCFPD”), for the purchase of one Helopod and one 10,000-gallon water tank (“Water Equipment”) from Pump Pod USA and an additional countywide contract. This revenue agreement will be effective upon all parties’ signatures through December 31, 2045.

The Fire Foundation will reimburse the SDCFPD a total of \$91,479. A waiver of Board Policy B-29 is requested as this revenue agreement will reimburse 70% of the cost of the Water Equipment and the remaining 30% will be funded by existing General Purpose Revenue in San Diego County Fire. The Fire Foundation’s grant provides a direct benefit to the SDCFPD because the Water Equipment will allow helicopter firefighting resources to conduct water drops quicker and more effectively.

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

Office of Emergency Services
Attn: Melissa Keane
5580 Overland Ave, Ste #100,
San Diego, CA 92123

Please reach out to Melissa Keane, Program Coordinator at Melissa.Keane@sdcounty.ca.gov or 619-539-9001 with any questions.

Thank you,

Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFP USE ONLY
Init: OFP#:



SAN DIEGO COUNTY FIRE IN COOPERATION WITH CAL FIRE

2249 Jamacha Road | El Cajon | CA 92019 | (619) 590-3100
5560 Overland Avenue | Suite 400, San Diego | CA 92123-1204 | (858) 974-5999

www.sdcountyfire.org

TONY MECHAM
FIRE CHIEF

JEFF COLLINS
DIRECTOR, FIRE PROTECTION DISTRICT

PALOMA AGUIRRE
SUPERVISOR, DISTRICT 1
CHAIR PRO TEM

JOEL ANDERSON
SUPERVISOR, DISTRICT 2

TERRA LAWSON-REMER
SUPERVISOR, DISTRICT 3
CHAIR

MONICA MONTGOMERY STEPPE
SUPERVISOR, DISTRICT 4
VICE CHAIR

JIM DESMOND
SUPERVISOR, DISTRICT 5

March 10, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer

FROM: Jeff Collins, Director
San Diego County Fire Protection District

REVENUE AGREEMENT WITH THE SAN DIEGO REGIONAL FIRE & EMERGENCY SERVICES FOUNDATION PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The San Diego County Fire Protection District ("SDCFPD") is entering into a revenue agreement with the San Diego Regional Fire & Emergency Services Foundation ("Fire Foundation") for the reimbursement of costs for one Helopod and one 10,000-gallon water tank ("Water Equipment"). This agreement will be effective upon all parties' signatures through December 31, 2045.

The Fire Foundation has approved the funding for a portion of the purchase of Water Equipment. SDCFPD will be purchasing the Water Equipment through two contracts, a new contract with Pump Pod USA, that SDCFPD is actively procuring, and an existing countywide contract. SDCFPD will be utilizing the Water Equipment to support helicopter firefighting operations by providing additional helicopter dip sources within the SDCFPD.

Under this agreement, the Fire Foundation will reimburse the SDCFPD a total of \$91,479 for 70% of the cost of the Water Equipment. A waiver of Board Policy B-29 is requested as this revenue agreement will reimburse 70% of the cost of the Water Equipment and 30% will be funded by existing general purpose revenue in San Diego County Fire. The Fire Foundation's grant provides a direct benefit to the SDCFPD because the Water Equipment will allow helicopter firefighting resources to conduct water drops quicker and more effectively.

Please reach out to Melissa Keane, Program Coordinator at Melissa.Keane@sdcounty.ca.gov or 619-539-9001 with any questions.

Thank you,

Jeff Collins

Director, San Diego County Fire Protection District



SAN DIEGO REGIONAL FIRE & EMERGENCY SERVICES FOUNDATION AND THE SAN DIEGO COUNTY FIRE PROTECTION DISTRICT

MEMORANDUM OF UNDERSTANDING

The San Diego Regional Fire & Emergency Services Foundation (“Fire Foundation”) and the San Diego County Fire Protection District (“SDCFPD”) enter into this Memorandum of Understanding (“MOU”) for the acquisition, ownership, operation, and maintenance of a HeloPod and a 10,000-gallon water tank (“Water Equipment”).

The Fire Foundation has the sum of \$91,479 (70%) in funds approved and SDCFPD committed the sum of \$39,205 (30%) for a total sum of \$130,684 (100%) for the acquisition of the Water Equipment. Any increase in the total cost above the stated total cost of \$130,684 will be the sole responsibility of the SDCFPD.

The sum of \$91,479 funded by the Fire Foundation comes from a grant received from the San Diego River Conservancy (“Conservancy”). The Fire Foundation is solely involved in funding the Water Equipment. In owning the Water Equipment, SDCFPD has full responsibility for the ownership and proper operation and maintenance of Water Equipment. The Fire Foundation’s sole role is to partially fund the acquisition of the Water Equipment and has no liability associated with the ownership, operation, or maintenance of the Water Equipment.

SDCFPD agrees to the following conditions:

GENERAL CONDITIONS

1. SDCFPD will purchase and pay for said Water Equipment. SDCFPD will then provide the Fire Foundation with a copy of the invoices and proofs of payment. The Fire Foundation will then reimburse SDCFPD for the Fire Foundation’s share of the acquisition cost in the sum of \$91,479 as specified above within 30 days after receiving a copy of the final invoices and proofs of payment. SDCFPD must give the Fire Foundation 60 days advance notice before the Fire Foundation’s payment will need to be made to SDCFPD.
2. SDCFPD will provide the Fire Foundation with photographs of the Water Equipment within 30 days of receipt of the Water Equipment.
3. SDCFPD shall assume any obligation to furnish any additional funds that may be necessary to put the Water Equipment into Service, including receiving any required environmental permits.
4. Title to the Water Equipment will be solely in SDCFPD’s name. The Water Equipment cannot be sold for the term of this MOU without the Fire Foundation and / or San Diego River Conservancy written permission.

5. The term of the MOU is upon approval by both the Fire Foundation and SDCFPD. This MOU shall remain enforceable by the parties for 20 years through December 31, 2045 or the end of the Water Equipment's useful life, whichever comes first.

PROJECT EXECUTION

1. Ensure that anyone authorized to utilize the Water Equipment is properly trained and qualified in its safe use.
2. Maintain the Water Equipment in good working order and store it in a manner to safeguard this asset.
3. SDCFPD certifies that the Water Equipment will comply with all current local, state, and federal law and regulations which apply to the Water Equipment.
4. SDCFPD shall at all times ensure the Water Equipment complies with the California Environmental Quality Act (CEQA) and all other environmental laws, including but not limited to obtaining all necessary permits such as the Air Quality Control Board permits.
5. SDCFPD is solely responsible for all ownership, operating, permitting, and maintenance expenses.
6. SDCFPD will make the Water Equipment available for inspection by the Fire Foundation or the Conservancy at mutually agreed dates and times.

PROJECT REPORTING AND ADMINISTRATION

1. Provide information and quotes to the Fire Foundation to include in a press release describing the Water Equipment awarded and how it will benefit San Diego County. SDCFPD will mention the Conservancy's and Fire Foundation's support in providing the Water Equipment in its contact with the media, on social media postings, and on its website. SDCFPD's Fire Chief shall participate in at least two media events regarding the Water Equipment and provide photo documentation of the Water Equipment in operation to the Fire Foundation.
2. This MOU may be amended by mutual agreement in writing between SDCFPD and the Fire Foundation.

PROOF OF INSURANCE

1. Throughout the term of this MOU, SDCFPD shall acquire and maintain a minimum of \$1 million in General Liability and Property insurance coverage on the Water Equipment for any theft, damage, accidents, or claims for injuries to persons or damage to property that may arise from or in connection with any activities by SDCFPD or others associated with the Water Equipment. The \$1 million in coverage shall be on an occurrence basis. SDCFPD may satisfy this requirement through its Self-Insurance program, which shall be deemed acceptable to fulfill the insurance requirements under this MOU.
2. Proof of insurance, which may include documentation of SDCFPD's Self-Insurance program or other appropriate forms such as an Insurance Declaration or Endorsement, shall be provided by SDCFPD to the Fire Foundation annually throughout the term of this MOU, commencing within one month after SDCFPD receives the Water Equipment.

SIGNS

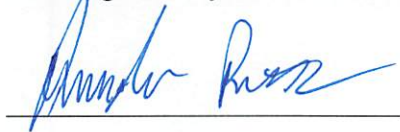
1. Attach permanent signage, with type of sign, size, and content agreeable to both parties, recognizing the Conservancy and Fire Foundation on the Water Equipment. This signage shall be displayed and maintained at all times through the term of the MOU. Signage to be paid for by the Fire Foundation. Provide a high-resolution photograph of the Water Equipment with the signage attached within 30 days after the signage is installed. If the Water Equipment is sold at the end of its useful life, the signage will be removed.

PROJECT TERMINATION

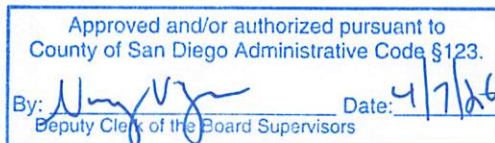
1. If SDCFPD fails to complete this Project or comply with the terms of this MOU, SDCFPD shall be liable for the immediate repayment to the Fire Foundation for the full grant amount in the sum of \$91,479. Notwithstanding the above, if SDCFPD breaches the terms of this MOU, then the Fire Foundation shall provide SDCFPD with a written Notice of Breach of MOU and SDCFPD shall have a reasonable time period to cure said breach, which under no circumstances shall be less than ten (10) business days to cure. In the event that SDCFPD fails to timely cure said breach, then the repayment obligation shall be enforceable by the Fire Foundation.

This MOU is approved, effective, and signed by each party this March _____, 2026.

San Diego County Fire Protection District



Andrew Potter, Clerk of the Board



San Diego Regional Fire & Emergency Services Foundation

Joan Jones, Executive Director

Approved as to form and legality County Counsel



Monica Hall, Sr. Deputy County Counsel



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 6, 2026

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

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

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS RATIFICATION AND EXECUTION OF REVENUE AGREEMENT PURSUANT TO MINUTE ORDER (6), DECEMBER 3, 2013

On December 3, 2013, under Minute Order (6), the County of San Diego Board of Supervisors approved the NextGen RCS Agreement with CHP. This is a request to ratify and execute Standard Agreement 213 with Department of California Highway Patrol (CHP) to provide wireless radio communications network through the County Regional Communications System (RCS). CHP requires County signature on page 1 of the attached Standard Agreement 213, Agreement No. 25C047005 in order for CHP to set aside funds to pay for RCS services for two hundred fifty nine (259) radios from April 1, 2026 to March 31, 2031.

The standard agreement will generate an estimated annual revenue of up to \$98,290 through March 31, 2031.

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 H. Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

DB:ma

Regional Communications System (RCS) Revenue
Agreement April 6, 2026
Page 2

Attachments: Standard Agreement No. 25C047005
NextGen RCS Agreement for Department of California Highway Patrol (CHP)
Minute Order (6), December 3, 2013



San Diego County SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

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

Subject:
 Standard Contract Agreement for Department of California Highway Patrol (CHP) from 04/01/26 thru 03/31/31

	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)
To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u>												
1. Gayda Pia, Sheriff's Program Coordinator Wireless Services, Sheriff's Office. <i>GP</i>		X										
2. David Brooks, Communications System Manager, Sheriff's Office <i>DHB</i>		X							X			
3. Mark Day, Sr. Deputy County Counsel <i>M.D.</i>		X						X				
4. Andrew Potter, Clerk of the Board <i>AP</i>		X						X				X
5.												
6.												
7.												
8.												
9.												
10.												

COMMENTS:
 The NextGen RCS Agreement was approved and executed by the Clerk of the Board on December 3, 2013. A copy is attached for your reference.

The California Highway Patrol requests the County's signature on Contract No. 25C047005 (page 1 of 5) to allocate funds for 259 radios for the period of April 1, 2026, through March 31, 2031, as well as the Contractor Certification (page 1 of 5).

Please email the signed documents to mayla.alvaro@sdsheriff.org and return a hard copy to Mayla Alvaro, Wireless Services Division, Mail Stop O-56. Thank you.

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, DECEMBER 3, 2013**

MINUTE ORDER NO. 6

SUBJECT: APPROVAL OF THE AGREEMENT BETWEEN AND AMONG THE COUNTY OF SAN DIEGO AND PARTICIPATING CITIES AND JURISDICTIONS REGARDING THE NEXT GENERATION REGIONAL COMMUNICATIONS SYSTEM (DISTRICTS: ALL)

OVERVIEW:

On March 7, 1995, the Board of Supervisors approved the Regional Communications System Participating Agency Agreement which established the Regional Communications System. The County procured and constructed the system, and continues to operate the system for the use and benefit of the County, cities, and other jurisdictions that are parties to the 1995 Regional Communications System Participating Agency Agreement.

The Regional Communications System infrastructure is approaching the end of life and must be replaced. The County has been working with Regional Communication System partner agencies to plan for the next generation regional communications system. The first major milestone in system replacement is the execution of a new agreement between the County and agencies that desire to participate in the next generation regional communications system. This new agreement establishes the cost apportionment model for all participants and will serve as the operating and business agreement between the parties.

This is a request for the Board to approve the Agreement Between and Among the County of San Diego and Participating Cities and Jurisdictions Regarding the Next Generation Regional Communications System.

FISCAL IMPACT:

There is no current year fiscal impact as the result of this request. The estimated cost of the Next Generation Regional Communications System infrastructure of the San Diego/Imperial County Region for the planning needs of the parties is \$105,000,000. The actual cost of the system infrastructure as determined following a future competitive procurement will be shared by all the parties to the Agreement Between and Among the County of San Diego and Participating Cities and Jurisdictions Regarding the Next Generation Regional Communications System (NextGen RCS Agreement), including the County of San Diego, based on the cost apportionment model established by the NextGen RCS Agreement. The NextGen RCS Agreement provides that a financing mechanism will be determined and made available by the County. Following the procurement process, any required financial agreements and recommendations for funding for the County's approximately 40% share of the San Diego County total cost will be brought to the Board. The cost to operate the new system is not yet known; however, the cost will be allocated across all system users by charging a per-radio operating fee similar to the current Regional Communications System business model. Today's request to the Board will result in no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT:

N/A

RECOMMENDATION:

CHIEF ADMINISTRATIVE OFFICER

Approve and authorize the Clerk of the Board to execute the Agreement Between and Among the County of San Diego and Participating Cities and Jurisdictions Regarding the Next Generation Regional Communications System and authorize the Chief Administrative Officer to execute the First Amendment to the Agreement which will amend Exhibit C to reflect the system costs and cost apportionment per party once this information is finalized.

ACTION:

Noting for the record that an Errata sheet has been submitted which changed the radio count and costs as reflected in changes to Exhibit C (including C-1 and C-2) of the Agreement Between and Among the County of San Diego and Participating Cities and Jurisdictions Regarding the Next Generation Regional Communications System; ON MOTION of Supervisor R. Roberts, seconded by Supervisor D. Roberts, 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.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors



By 
Marvice E. Mazyck, Chief Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25C047005	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTOR NAME
County of San Diego Regional Communications System (NextGen RCS)

2. The term of this Agreement is:

START DATE
04/01/2026 UPON APPROVAL OR WHICHEVER IS LATER

THROUGH END DATE
03/31/2031

3. The maximum amount of this Agreement is:
Five Hundred Forty-Six Thousand Six Hundred Nineteen Dollars and Fifty Cents (\$546,619.50)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Payment Provisions	2
Exhibit C *	General Terms and Conditions GTC 02/2025	*
+ - Exhibit D	Special Terms and Conditions	1

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

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of San Diego Regional Communications System (NextGen RCS)

CONTRACTOR BUSINESS ADDRESS 5595 Overland Avenue Suite 101	CITY San Diego	STATE CA	ZIP 92123
---	-------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Andrew Potter	TITLE Clerk of the Board
---	-----------------------------

CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 4/9/26
--	-----------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS 601 N. 7th Street	CITY Sacramento	STATE CA	ZIP 95811
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

Approved as to form and legality *Mark Day*

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 12/3/13 Minute Order No. 10
By: Janal Date: 4/9/26
Deputy Clerk of the Board Supervisors

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Border Communications Center and CHP El Cajon Area office the services described herein: Network Operations Charges (NOC) services for Next Generation (NextGen) Regional Communications System (RCS) in San Diego and Imperial Counties. Any NextGen RCS infrastructure subscription cost not covered by this agreement shall be funded outside of this agreement.
 - A. Contractor agrees to provide communication services for NextGen RCS
 - B. Contractor agrees to provide appropriate staffing and support services necessary to operate and maintain the entire RCS
 - C. The services shall be provided Twenty-four (24) hours per day, seven (7) days a week, Three Hundred Sixty-five (365) days per year, with the exception of outages, planned and unplanned maintenance.

2. The services shall be provided to:

California Highway Patrol
Border Communications Center
7183 Opportunity Road
San Diego, CA 92111

California Highway Patrol
El Cajon Area Office
1722 East Main Street
El Cajon, CA 92021

4. The project representatives during the term of this Agreement will be:

STATE AGENCY Department of California Highway Patrol		CONTRACTOR County of San Diego Regional Communications System (NextGen RCS)	
NAME Brad Stumbaugh, I.T Supervisor		NAME David Brooks, Communications System Manager	
TELEPHONE NUMBER (916) 843-3888	EMAIL BRStumbaugh@chp.ca.gov	TELEPHONE NUMBER (858) 694-3953	EMAIL David.Brooks@sdsheriff.org
Direct all inquiries to:			
STATE AGENCY Department of California Highway Patrol		CONTRACTOR County of San Diego Regional Communications System (NextGen RCS)	
SECTION/UNIT Contract Services Unit		SECTION/UNIT	
ATTENTION Jeriell Emuslan, Contracts Analyst		ATTENTION David Brooks, Communications System Manager	
ADDRESS 601 N. 7 th Street Sacramento, CA 95811		ADDRESS 5595 Overland Avenue Suite 101 San Diego, CA 92123	
TELEPHONE NUMBER (916) 843-4318	EMAIL Jeriell.Emuslan@chp.ca.gov	TELEPHONE NUMBER (858) 495-5232	EMAIL David.Brooks@sdsheriff.org

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate Contractor in accordance with the rates specified herein.
- B. Contractor shall send one (1) original and one (1) copy of all the invoices to the CHP and shall include the Agreement number not more frequently than monthly to:

Name: Brad Stumbaugh, I.T Supervisor - I
Office: Enforcement Vehicle Technology Section
Address: 601 North 7th Street
Sacramento, CA 95811

- C. Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the service.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

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

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Rate Schedule

Rate Per Unit / Per Month	X	Estimated Number of Units	Period	=	\$
\$30.50	X	259	April 1st, 2026 through June 30th 2026	=	\$ 23,698.50
Estimated \$32.00	X	259	July 1st, 2026 through June 30th, 2027	=	\$ 99,456.00
Estimated \$33.50	X	259	July 1st, 2027 through June 30th, 2028	=	\$ 104,118.00
Estimated \$35.00 w/ maximum of \$36.00	X	259	July 1st, 2028 through June 30th, 2029	=	\$ 111,888.00
Estimated \$36.50 w/ maximum of \$37.50	X	259	July 1st, 2029 through June 30th, 2030	=	\$ 116,550.00
Estimated \$38.00 w/ maximum of \$39.00	X	259	July 1st, 2030 through March 31st, 2031	=	\$ 90,909.00
Total					\$546,619.50

A. Radio count of Two Hundred Fifty-nine (259) is based on the actual usage as of December 2025.

B. Monthly fee changes:

- i. The monthly fee for RCS operational costs will be reviewed and set annually by the RCS Board of Directors. The Contractor reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant.
- ii. Monthly fee changes will be effective Sixty (60) calendar days following written notice to the Department of California Highway Patrol (CHP).

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and County of San Diego Regional Communications System (NextGen RCS) agree that this Agreement may be amended by written mutual consent of the parties hereto. Any costs in excess of the original estimated amount will be processed by an amendment to the Agreement, to reflect the extra costs incurred.
2. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
3. The CHP and County of San Diego Regional Communications System (NextGen RCS) agree that this Agreement may be canceled by either party within thirty (30) days advance written notice.
4. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
5. Additional charges may be assessed by the CHP for supplies, additional equipment utilized, damage to property to be repaired or replaced at State's expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by County of San Diego Regional Communication System (NextGen RCS), or such need for repair or replacement of property arises directly from County of San Diego Regional Communication System (NextGen RCS) gross misconduct or willful negligence with respect to the property.
6. Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed within ten (10) days by the parties normally responsible for the administration of this Agreement, shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for a joint resolution.
7. County of San Diego Regional Communication System (NextGen RCS) agrees to provide the CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of County of San Diego Regional Communication System (NextGen RCS).

CCC 04/2017 CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)		Federal ID Number
County of San Diego		95-6000934
By (Authorized Signature)		
<i>Andrew Potter</i>		
Printed Name and Title of Person Signing		
Andrew Potter, Clerk of the Board		
Date Executed	Executed in the County of	
4/9/26	San Diego	

Approved as to form and legality

CONTRACTOR CERTIFICATION CLAUSES

Mark Day

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: 12/3/13	Minute Order No. 6
By: <i>Genal</i>	Date: 4/8/26
Deputy Clerk of the Board Supervisors	

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

County of San Diego, RCS

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

5595 Overland Avenue, Suite 101

CITY, STATE, ZIP CODE

San Diego, CA 92123

E-MAIL ADDRESS

rcsbilling.wsd@sdsheriff.org

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST****CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

OR

Federal Employer Identification Number (FEIN)

95 - 6000934

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**


Gayda Cher Pia

TITLE

Sheriff's Program Coordinator

E-MAIL ADDRESS

gayda.pia@sdsheriff.org

SIGNATURE**DATE**

4/6/2026

TELEPHONE (include area code)

858-694-3836

Section 6 – Paying State Agency**Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Department of California Highway Patrol

UNIT/SECTION

Contracts Services Unit

MAILING ADDRESS

601 N. 7th Street

FAX

(916) 322-3166

TELEPHONE (include area code)

(916) 843-3610

CITY

Sacramento

STATE

CA

ZIP CODE

95811

E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



VOLUNTARY STATISTICAL DATA

CHP 28 (Rev. 04-13) OPI 076

INFORMATION TO BE USED FOR REPORTING PURPOSES ONLY

Public Contract Code 10111, requires state agencies to capture information on ethnicity, race, and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction, and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

Please return completed data form(s) by mail or FAX to:

California Highway Patrol, Business Services Section, Certified Business Advocate Program,
P.O. Box 942898, Sacramento, CA 94298-0001, FAX (916) 322-3166

The data you provide on this form should best describe the **ownership of your business**. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification	As defined in Public Contract Code Section 2051 (c)
--	---

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency

Race Classification	As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at http://www.whitehouse.gov/omb/federf/1997standards.html
----------------------------	--

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> White | <input type="checkbox"/> Other |

Gender Classification

- Female Male

Sexual Orientation Classification	As defined in Public Contract Code Section 10111 (f)
--	--

- Lesbian Bisexual Gay Transgender

TO BE COMPLETED BY STATE AGENCY ONLY

- | | | |
|--------------------------------|-----------------------------------|--|
| <input type="checkbox"/> CHP | <input type="checkbox"/> BOPC | |
| <input type="checkbox"/> Goods | <input type="checkbox"/> Services | <input type="checkbox"/> Construction (Including Public Works as Defined in Public Contract Code 1101) |

TOTAL CONTRACT/PURCHASE

CONTRACT AWARD DATE

Agreement
Between and Among the County of San Diego
and
Participating Cities and Jurisdictions
Regarding the Next Generation Regional Communication System
Providing Communication Services to Public Safety and Public Service Agencies
Operating in San Diego County and Imperial County
(“NextGen RCS Agreement”)

1. THE 1995 RCS AGREEMENT; TRANSITION TO NEXT GENERATION RCS

1.1 The 1995 RCS Agreement. Effective March 7, 1995, the County of San Diego (“County”) and certain local governments and agencies entered into an agreement entitled the “San Diego County – Imperial County Regional Communications System Agreement Between the County of San Diego and Participating Cities and Jurisdictions Regarding the Implementation, Governance, Method of Funding and Costs of a Regional Radio System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County” (referred to as the “1995 RCS Agreement,” a copy of which is attached as **Exhibit A**. Additional local governments and agencies signed onto the 1995 RCS Agreement, and all original and additional signatories (referred to as “1995 RCS Parties”) are listed in **Exhibit B**. The 1995 RCS Agreement provides for the operation of a regional communication system by the County through its Sheriff’s Department with the financial contribution of the 1995 RCS Parties. Other agencies and entities (“Customers”) are allowed to use the RCS, upon recommendation by the RCS Board of Directors, through contracts with the County wherein a Customer pays fees as approved by the Board of Directors, with the revenues from such contracts flowing to the RCS Operating Account and RCS Trust Fund maintained by the County.

1.2 1995 RCS Governance. The 1995 RCS Agreement establishes a governance structure wherein the County, through the Sheriff’s Department Wireless Services Division, operates and maintains the RCS with other County departments providing additional administrative support, and the County Board of Supervisors having ultimate fiscal and operational control over the RCS. The 1995 RCS Agreement establishes an RCS Board of Directors to make recommendations to the Board of Supervisors.

1.3 1995 RCS Fiscal Components. There are three basic fiscal components to RCS Party participation in the 1995 RCS Agreement and use of the RCS: (1) contribution to the construction of the RCS “backbone”, (2) monthly operating charges, and (3) each RCS Party’s own equipment and certain infrastructure costs. 1995 RCS Parties have paid or are paying their contribution to the backbone construction through several fiscal vehicles, including financing provided by the County and County Service Area (CSA) 135, formed pursuant to Government Code section 25210 et. seq. Relevant actions pertaining to CSA 135 include, but may not be limited to the following: In Fiscal Years 1995-1996 and 1996-1997, pursuant to Government Code section 25210.77a (repealed 2009), the County levied parcel charges for CSA 135. On June 2, 1998, voters in three cities approved special taxes without sunset dates to replace the parcel charges as follows: The City of Poway (CSA 135 Zone F) - Proposition J; The City of Del Mar (CSA 135 Zone B) -Proposition F; The City of Solana Beach (CSA 135 Zone H) - Proposition L.

1.4 1995 RCS Agreement Extensions. On May 5, 2009 (Minute Order No. 2) on recommendation of the RCS Board of Directors, the County Board of Supervisors approved the extension of the RCS Agreement to March 31, 2013. On August 7, 2012 (Minute Order No. 1), again on recommendation of the RCS Board of Directors, the County Board of Supervisors approved the extension of the 1995 RCS Agreement to March 31, 2016 in order to allow sufficient time to transition to a new or “next generation” (“NextGen RCS”) replacement regional communication system and to develop a new participating agency agreement governing the new system.

1.5 Next Generation Regional Communication System (“NextGen RCS”). The transition from the existing RCS to the NextGen RCS is to be implemented and facilitated by this NextGen RCS Agreement and will occur over the course of approximately five years as follows: The County intends to issue the Request for Proposals for the NextGen RCS (“NextGen RFP”) near the middle of calendar year 2014, close NextGen RFP responses by end of calendar year 2014, and award the NextGen RCS Contract in mid-2015. It is further anticipated that while performance on the NextGen RCS Contract will begin shortly thereafter, infrastructure and equipment replacement of the RCS by the NextGen RCS will begin in early 2016. It is anticipated that NextGen RCS installation will be completed in late 2018.

1.6 NextGen RCS Agreement; Purpose. The purpose of this NextGen RCS Agreement is to establish a degree of certainty among all Parties to the 1995 RCS Agreement and additional parties as to participation and partnership in the NextGen RCS. Such degree of certainty is necessary because the County, as the contracting and administering entity, must issue the Request For Proposals (“NextGen RCS RFP”) in 2014, and the scope of work, funding and financing discussions require a framework for participation be in place. This NextGen RCS Agreement also provides incentive for 1995 RCS Parties to execute this NextGen RCS

Agreement and become NextGen RCS Parties, indicating their good faith intention to participate, by establishing late joining penalties as set forth in section 3 of this NextGen RCS Agreement.

1.7 Transition from 1995 RCS Agreement. The purposes of this NextGen RCS Agreement include establishing participation in the sharing of NextGen RCS Shared Backbone Infrastructure costs and NextGen RCS governance. Given that the transition from the RCS to the NextGen RCS will occur in stages and over time, the NextGen RCS Parties agree that the 1995 RCS Agreement shall continue to be operative and govern the operation, maintenance, governance and administration of the RCS system until such time as the 1995 RCS Agreement expires in 2016, *except as follows*: This NextGen RCS Agreement will govern with respect to matters pertaining to setting NextGen RCS performance objectives, NextGen RCS implementation planning, and other matters that may relate to the NextGen RCS after transition from the RCS is complete. Upon expiration of the 1995 RCS Agreement, this NextGen RCS Agreement shall govern the RCS as it evolves to the NextGen RCS. Thus, from the execution of this NextGen RCS Agreement to the expiration of the 1995 RCS Agreement, there will be, to the extent required by the foregoing, dual governance structures, including dual boards of directors, which may or may not have members in common.

1.8 NextGen RCS Agreement; Authority. On *December 3, 2013 (Item No. 6)*, the Board of Supervisors authorized the Clerk of the Board to execute this NextGen RCS Agreement on behalf of the County. Each other NextGen RCS Party was authorized to enter into this NextGen RCS Agreement as indicated on their individual signature page.

2. NEXTGEN RCS OVERVIEW

2.1 1995 RCS. The RCS replaced the participating public service and public safety agencies' existing radio communication systems throughout San Diego and Imperial counties with what was at the time a modern, trunked radio system.

2.2 NextGen RCS. The NextGen RCS will replace, modernize and update the RCS and shall provide effective and reliable voice radio communications for routine intra- and inter-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. The NextGen RCS will include the following subsystems: a new trunked voice system, new microwave backhaul network, and a conventional voice system.

2.2.1 Trunked Voice System Description. The Trunked Radio System consists of the radio transmission equipment located at remote radio sites and the centralized system networking and management equipment necessary to provide voice radio services to the participating agencies in the RCS service area.

2.2.2 Microwave Backhaul Network Description. The Microwave Backhaul Network consists of the point-to-point radio and data switching equipment necessary to interconnect the sites where components of the trunked radio system and conventional radio systems (network hub and remote radio sites) are located.

2.2.3 Conventional Voice System Description. The Conventional Voice System consists of non-trunked ("conventional") radio base station equipment installed at remote radio sites to support voice radio communications between users of the RCS trunked radio system and non-RCS user agencies as required in day-to-day, mutual aid and disaster operations. The conventional voice system also provides limited backup voice communications capability in the event of a trunked system failure.

2.3 "Public Safety" and "Public Service" Agencies Defined

2.3.1 Public Safety agencies include all public law enforcement, fire service, EMS and disaster preparedness agencies in San Diego County and Imperial County.

2.3.2 Public Service agencies includes the State of California Department of Transportation (Caltrans) District 11 and other participating public agencies in the counties of San Diego and Imperial whose primary responsibility is providing citizens with services other than law enforcement, fire service, EMS, and disaster preparedness. Public Service agencies may also include Private-Non-Profit agencies operating under an agreement with a public agency.

2.4 Mutual Aid Communications. All law enforcement, fire service, EMS, disaster preparedness and participating public service agencies in San Diego County and Imperial County shall have access to mutual aid communications capabilities.

3. NEXTGEN RCS PARTICIPATION PARAMETERS AND CONTINGENCIES

3.1 Time Is Of The Essence. Due to the aging of the RCS, time is of the essence in the deployment of the NextGen RCS. Due to the anticipated construction time, the County intends to issue the NextGen RFP near the middle of calendar year 2014, close NextGen RFP responses by the end of 2014, and award the NextGen Contract in mid-2015. In order to provide a measure of confidence that there will be a certain level of participation and sharing in the NextGen RCS Shared Infrastructure Cost (See section 11.2), and to provide a minimal degree of certainty to the County of San Diego before it undertakes the extensive task of preparing and issuing a request for proposals or other form of solicitation to potential vendors of the NextGen RCS, the County has asked, and the NextGen RCS Parties have agreed to the participation parameters herein.

3.2 Signing Deadline. 1995 RCS Parties and other local governments and agencies that desire to be NextGen Parties must sign this NextGen RCS Agreement no later than March 31, 2014.

3.3 Late Signers; Penalties. 1995 RCS Parties or other local governments or agencies who have not signed the NextGen RCS Agreement by March 31, 2014 will be allowed to later sign onto the NextGen RCS Agreement and become NextGen RCS Parties during the period April 1, 2014 to July 31, 2014; however, such late-joining NextGen RCS Parties (“late signers”) will pay their NextGen RCS Shared Infrastructure Cost they would have paid had they executed this NextGen RCS Agreement by March 31, 2014, plus a late penalty amounting to 15% of the original participation share. Penalty fees will be handled according to Section 3.5.

3.3.1 1995 RCS Parties or other local governments or agencies who have not signed the NextGen RCS Agreement by July 31, 2014, will be allowed to sign onto the NextGen RCS Agreement and become NextGen RCS Parties until January 1, 2015; however, such late-joining NextGen RCS Parties (also “late signers”) will pay the NextGen RCS Shared Infrastructure Cost they would have paid had they executed this NextGen RCS Agreement by March 31, 2014, plus a late penalty amounting to 25% of the original participation share.

3.4 Final Cut Off. No 1995 RCS Parties or other local governments or agencies will be allowed to sign onto the NextGen RCS Agreement and become NextGen RCS Parties after January 1, 2015.

3.5 Disposition of Penalties Collected. Late penalties will be deposited to the NextGen RCS Trust Fund.

3.6 Financing. For NextGen RCS Parties that choose not to pay their share of the total NextGen RCS Shared Infrastructure Cost in total within sixty days of the issuance of the revised Exhibit C and prior to contract award, which is anticipated to occur in the spring or summer of 2015, a financing mechanism will be determined and made available by the County. Nothing in this section prohibits any NextGen RCS Parties from pursuing and obtaining their own financing. Payment and financing agreements will be separate and apart from this NextGen RCS Agreement. Financing mechanisms will not be available to pay for late signing penalties.

3.7 Contingencies. To facilitate the execution of this NextGen RCS Agreement, it is understood that a NextGen RCS Party may choose to be excused from performing under this NextGen RCS Agreement if any of the following contingencies are not met:

3.7.1 Vendor Contract – A contract must be awarded pursuant to the County’s NextGen RCS RFP or other solicitation.

3.7.2 County Funding. Funds for the County to undertake the NextGen RCS project must exist.

3.7.3 Actual Shared Infrastructure Costs. The total NextGen RCS Shared Infrastructure Costs, as determined by the vendor contract, does not exceed the budgetary estimate in Exhibit C by more than 10 percent (10%).

4. SCOPE OF AGREEMENT; CERTAIN REQUIREMENTS

4.1 NextGen RCS Parties. The purpose of the NextGen RCS and NextGen RCS Agreement is to provide a next generation communications system that provides optimum service to the NextGen RCS Parties. To that end, the NextGen RCS will be designed to provide optimum required service. Additionally, the NextGen RCS Parties, while executing this NextGen RCS Agreement, do not intend to cede any of their constitutional or statutory autonomy.

4.2 Frequency Licensing Or Transfer. NextGen RCS Parties shall co-license or transfer their currently allocated 800 MHz frequencies to the County of San Diego for use in the NextGen RCS.

5. NEW NEXTGEN PARTIES

5.1 "New Parties" are defined as public safety and public service agencies that are not "1995 RCS Parties". New Parties will be allowed to participate in this agreement and become a NextGen RCS Party.

5.2 If participation by a New Party requires enhancement or expansion of coverage beyond what is provided by the existing RCS on the effective date of this NextGen RCS Agreement, the New Party shall pay the costs associated with such enhancement or expansion, separate and apart from the financial responsibilities addressed in this NextGen RCS Agreement.

5.3 For informational purposes only that may be of benefit to the 1995 Parties, the County has identified potential New Parties and they are listed in Exhibit D.

6. NEXTGEN RCS PERFORMANCE REQUIREMENTS

6.1 Reliability. The NextGen RCS shall be designed to provide a high level of redundancy and reliability to support mission critical public safety communications. The overall system availability design objective shall be 99.999%. (Note: 99.999% system availability is the public safety "best practice" design objective; it is not a formally adopted standard.)

6.2 Design Objectives. The NextGen RCS design objectives for the performance of portable and mobile voice and the quality of coverage provided shall be determined by the NextGen RCS Board of Directors and appropriate County of San Diego staff.

6.3 Loading Requirements. The NextGen RCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.

6.4 Coverage Plan. The goal of the NextGen RCS is to provide the same general coverage footprint as is provided by the existing RCS and to correct existing deficiencies where practicable. The actual NextGen RCS radio service coverage plan shall be determined by a NextGen RCS Project Management Office to be created by the Sheriff's Department and with the consultation of the NextGen RCS Board of Directors.

7. NEXTGEN RCS ACCESS PRIORITIES

7.1 User Prioritization. In the event that all radio channels in the RCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting:

7.1.1 Priority One - Emergency Identification. An Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.

7.1.2 Priority Two - Public Safety

7.1.2.1 - Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster preparedness personnel using the RCS.

7.1.2.2 - Public Safety also includes RCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.

7.1.3 Priority Three - Non-Public Safety, Special Event. Non-Public Safety, Special Event includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.

7.1.4 Priority Four - Non-Public Safety, Regular. Non-Public Safety, Regular includes the normal daily radio transmissions of public service agencies using the system.

8. NEXTGEN RCS GOVERNANCE; CONTINUED RCS GOVERNANCE

8.1 . Limited Period Of Concurrent Governance. It is the intent of the NextGen RCS Parties that there shall be concurrent operation of, and governance by, this NextGen RCS

Agreement and the 1995 RCS Agreement during the construction of the NextGen RCS, as set forth in Section 1.7 above.

8.2 General NextGen RCS Governance Structure. The County of San Diego Sheriff's Department will operate and maintain the NextGen RCS. Other departments of the County of San Diego will provide support as necessary. As the governing body for the County, the Board of Supervisors shall have ultimate fiscal and operational control over the NextGen RCS and shall be ultimately responsible for the overall administration and direction of the RCS through interaction with the NextGen RCS Board of Directors, the assigned San Diego County staff and the NextGen RCS Parties.

9. NEXTGEN RCS BOARD OF DIRECTORS

9.1 Representation. There shall be a NextGen RCS Board of Directors, subject to the Ralph M. Brown Act (California's Open Meeting Law), that shall be the advisory body to the Board of Supervisors with respect to matters concerning the NextGen RCS, and shall make recommendations to the Board of Supervisors that serve the interest of all NextGen RCS Parties.

Except as noted below, the Board of Directors shall be composed of 10 (ten) directors representing public safety and public service agencies as outlined below:

County of San Diego (ONE)

City Manager (ONE)

San Diego County Sheriff's Department (ONE)

San Diego County Municipal Police Department (ONE)

San Diego County Fire Agencies (TWO)

Imperial Valley Emergency Communications Authority (TWO)

State of California Department of Transportation (ONE)

Schools Group (ONE)(Schools Group membership on the Board requires that at least four school districts are NextGen RCS Parties)

9.2 Members. Members of the NextGen RCS Board of Directors shall be determined in the following manner, according to the type of agency.

9.2.1 County of San Diego. The representative for the County of San Diego shall be the Deputy Chief Administrative Officer for Public Safety or his/her designee, preferably the Director of the Office of Emergency Services.

9.2.2 City Manager. The City Manager representative shall be a City Manager of a NextGen RCS agency selected by the San Diego City/County Managers Association.

9.2.3 Sheriff's Department. The delegate from the San Diego Sheriff's Department shall be the Sheriff or the Sheriff's designee.

9.2.4 Police. The municipal police representative shall be a police chief or designate from a NextGen Party municipal police department who shall be selected by the San Diego County Police Chiefs' and Sheriff's Association.

9.2.5 Fire. The two fire service representatives shall be fire chiefs or designees from NextGen RCS Party fire departments or fire services who shall be selected by the San Diego County Fire Chiefs' Association.

9.2.6 Imperial Valley Emergency Communications Authority ("IVECA"). IVECA shall designate two members of its Board of Directors to serve on the NextGen RCS Board of Directors.

9.2.7 Caltrans. The representative for Caltrans shall be selected by appropriate state authority.

9.2.8 Schools Group. The representative from the RCS Schools Group shall be selected by mutual agreement (or majority vote) of the superintendents of the member school districts.

9.3 Responsibilities of the NextGen RCS Board of Directors. Responsibilities shall include but not be limited to:

- Adopting by-laws to govern the NextGen RCS Board of Director's internal operations, consistent with the provisions of this Agreement.
- Meeting quarterly or more frequently, if necessary.
- Developing and approving NextGen RCS operating policies and procedures.
- Identifying participating agency needs and requirements.
- Addressing concerns of participating agencies.

- Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.
- Establishing subcommittees as necessary to ensure the interests and concerns of NextGen RCS Parties are represented and to ensure technical issues are thoroughly researched.
- Formulating the annual budget and submitting it to the County Board of Supervisors, via the Sheriff's Department, for approval.
- Monitoring the implementation of the NextGen RCS.
- Conducting programmatic reviews.
- Overseeing the establishment of long range plans.
- Making recommendations to the County Board of Supervisors.
- Making recommendations concerning the approval of customer contracts and rates for NextGen RCS services.

9.3.1 Board Transition. As set forth in Section 1.6 and 1.7, upon expiration of the 1995 RCS Agreement, the NextGen RCS Board of Directors shall have all the responsibilities set forth in this section also with respect to the RCS as it transitions to the NextGen RCS.

9.4 NextGen RCS Board of Directors Terms and Qualifications

9.4.1 Written Designation. Members of the NextGen RCS Board of Directors ("NextGen RCS Directors") shall be designated in a writing submitted to the Sheriff's Department by their respective NextGen RCS Party appointing authority. The term for each NextGen RCS Director shall be determined by her or his respective appointing authority provided, however, that each NextGen RCS Director shall at all times be an incumbent of a NextGen RCS Party. All NextGen RCS Directors serve at the pleasure of their appointing authority.

9.4.2 Alternates. The NextGen RCS Party appointing authority shall also select an alternate to the NextGen RCS Directors. Alternate members are encouraged to attend

regular Board of Directors meetings, but shall vote only in the absence of the primary NextGen RCS Director. No proxy voting is allowed.

9.4.3 Chairperson and Vice-Chairperson. The Chairperson and a Vice Chairperson of the NextGen RCS Board of Directors shall be biennially elected by a majority vote of the NextGen RCS Directors. The Chairperson and Vice Chairperson shall serve at the discretion of a majority of the NextGen RCS Directors, i.e., they may be replaced at any time by a majority vote of the NextGen RCS Directors. The Chairperson and Vice-Chairperson shall be selected from members representing NextGen RCS Parties other than IVECA, Caltrans and the Schools Group. For a NextGen RCS Board of Directors meeting to occur, either the Chairperson or Vice-Chairperson, and not their alternates, must be present.

9.5 Attendance at NextGen RCS Board of Directors meetings

9.5.1 NextGen RCS Directors are expected to attend all possible meetings to represent their group interests and to help conduct NextGen RCS business. Arrangements should be made for the alternate to attend in the absence of the primary representative.

9.5.2 The NextGen Board of Directors shall develop and promulgate a policy relating to attendance and absences by Directors and alternates.

9.5.3 Resignation from the NextGen RCS Board of Directors shall be submitted in writing to the chairperson and to the appointing authority.

9.6 NextGen RCS Board of Directors Voting

9.6.1 Members of the NextGen RCS Board of Directors and committees formed by NextGen RCS Board of Directors (“committees”) shall vote on all items on the basis of one vote per member.

9.6.2 A quorum for the conduct of business exists when six (6) of the members are present at NextGen RCS Board of Directors meetings and three (3) of the six present represent NextGen RCS Parties other than IVECA, Caltrans or the Schools Group.

9.6.3 For any action to be taken by the Board of Directors, the vote in favor of the action must be a majority vote of the members of the Board of Directors present.

10. SHERIFF’S DEPARTMENT; WIRELESS SERVICES DIVISION

10.1 Sheriff's Wireless Services Division (“WSD”) staff shall serve as advisors and staff to the NextGen RCS Board of Directors. The Manager of the WSD shall serve as the NextGen RCS Manager.

10.2 WSD staff shall manage the day-to-day operation and maintenance of the NextGen RCS subject to direction from and review by the NextGen RCS Board of Directors.

10.3 WSD staff shall provide support as necessary, but shall not have a voting right on any business before the NextGen RCS Board of Directors.

10.4 WSD staff shall perform the functions necessary to ensure that specific system performance guarantees are maintained throughout the term of the agreement.

10.5 **WSD Manager**. As the manager and operator of the NextGen RCS, the Sheriff's Department, and more specifically the WSD manager and staff, shall have the responsibility to:

10.5.1 Implement the NextGen RCS.

10.5.2 Seek NextGen RCS Board of Directors approval of major policy decisions.

10.5.3 Develop contracts with vendors.

10.5.4 Provide appropriate staff support to the NextGen RCS Board of Directors.

10.5.5 Retain employees and agents.

10.5.6 As authorized and limited by the County, acquire, hold or dispose of property necessary to operate the NextGen RCS.

10.5.7 Charge participating agencies for expenses incurred in ongoing maintenance and operation of the NextGen RCS.

10.5.8 Implement policy a set by the County, the Sheriff and the NextGen RCS Board of Directors.

10.5.9 Monitor and maintain NextGen RCS performance.

10.5.10 In conjunction with the NextGen RCS Board of Directors, develop and recommend the annual NextGen RCS budget to the County Board of Supervisors.

10.5.11 Reassign NextGen RCS priorities in extraordinary circumstances and make emergency repairs as required.

10.5.12 Provide information and support as necessary to the NextGen RCS Board of Directors.

10.5.13 Provide operating reports and technical information as necessary to assist the NextGen RCS Board of Directors.

10.5.14 Establish and maintain accounts and records, including personnel, property, financial, programmatic and other records deemed necessary by the NextGen RCS Board of Directors to ensure proper accounting for all ongoing operations and maintenance costs.

10.5.15 Use the records to justify any recommended adjustments to agency monthly operating charges.

10.6 Notice of WSD Staff Changes. The Sheriff's Department shall provide the NextGen RCS Board of Directors timely advance notice of impending personnel changes affecting any management staff assigned NextGen RCS responsibilities.

11. INFRASTRUCTURE, EQUIPMENT, SERVICES AND FISCAL ELEMENTS

11.1 Infrastructure. The NextGen RCS shall be divided into two infrastructure components: (a) the "shared backbone infrastructure" and (b) the participating agencies' infrastructure and equipment. These two parts are divided by a "line of demarcation" at the NextGen RCS network connection, which is the microwave network or common carrier termination point(s) used to interconnect the agency's radio consoles and other electronic communications devices to the RCS network.

11.2 NextGen RCS Shared Backbone Infrastructure Costs. The NextGen RCS Shared Backbone Infrastructure Cost is defined as the total cost of the equipment and services required to plan, design, procure and implement a P25 Trunked Voice Land Mobile Radio System, Microwave Transport Network, and Mutual Aid Conventional Radio System. NextGen RCS Shared Backbone Infrastructure costs shall not include agency equipment or services used to connect to the NextGen RCS (such as agency owned microwave transport or leased commercial connectivity), dispatch center equipment, and subscriber radios (mobile, portable, control stations) and ancillary devices.

11.3 NextGen RCS Shared Backbone Infrastructure Cost Apportionment – Imperial County Agencies. The NextGen RCS shall support NextGen Parties in both San Diego County and Imperial County. In 1995, local government entities in Imperial County formed the Imperial Valley Emergency Communications Authority (IVECA). IVECA was formed as a Joint Powers Authority to provide public safety communications services to the residents of the County of Imperial and its constituent cities. NextGen RCS Backbone Infrastructure costs for Imperial County sites, except as noted in 11.3.2, shall be the responsibility of IVECA.

11.3.1 IVECA shall bear the full cost of and retain ownership of all infrastructure installed in Imperial County which primarily supports IVECA agencies. IVECA shall also bear the

cost for any software and licenses required to operate the IVECA infrastructure on the NextGen RCS.

11.3.2 Costs for infrastructure installed at the two NextGen RCS sites that border the two counties, Hendrix Peak and Superstition Mountain, will be apportioned between San Diego County infrastructure costs and IVECA infrastructure costs based on talk group usage ratio calculated for calendar year 2013.

11.3.3 IVECA shall be responsible for paying a proportional cost of the "RCS Core" infrastructure equipment. The "RCS Core" is comprised of the computers networking devices that manage and control the NextGen RCS. The proportion shall be based on the same formula used to determine proportional costs for all SD County participating agencies (the average number of subscriber radios each participating agency had active on the RCS on September 1, 2013 and July 1, 2014 based on RCS billing invoices. The average number of radios on the system on those dates will be measured against the total number of all participating agency subscriber radios.)

11.3.4 The Request for Proposals issued by the County shall require responding vendors to include a proposal for separate vendor financing for IVECA.

11.3.5 IVECA may be excused from performance under this NextGen RCS Agreement if IVECA is unable to obtain financing on terms acceptable to IVECA.

11.4 **San Diego County Agencies; Cost apportionment.** NextGen RCS Shared Backbone Infrastructure costs for San Diego County governments and agencies that are NextGen RCS Parties but that are not members of the Imperial Valley Emergency Communications Authority are as follows:

11.4.1 The NextGen RCS Parties agree that they must pay a proportional cost of the NextGen RCS Shared Backbone Infrastructure costs.

11.4.2 NextGen RCS Parties further agree that they shall be responsible for paying their one-time NextGen RCS Shared Backbone Infrastructure Cost as determined by the apportionment model in Exhibit C, including any penalties for late signing, and any financing cost.

11.4.3 Total cost for the NextGen RCS Shared Backbone Infrastructure supporting San Diego County will be divided among all San Diego County NextGen RCS Parties. The portion of the total cost allocated to each NextGen RCS Party will be based on the number of radios each NextGen RCS Party has on the RCS, i.e., the "Radio Inventory Method" ("RIM"). In order to provide NextGen RCS Parties a pre-RIM calculation opportunity to make *bona fide*

adjustments to their radio inventories based on their respective individual agency requirements, the RIM calculation will be done as follows:

- Each NextGen RCS Party's radio inventory for purposes of the RIM calculation will be an average of the number of subscriber radios each NextGen RCS Party had on the RCS on September 1, 2013 and July 1, 2014. The average number of radios over those two dates will be measured against the total number of all participating agency subscriber radios.
- If two or more agencies consolidate, the active radio quantities will be combined from each agency for the two dates listed above.
- For New Parties that did not have radios on the RCS prior to or on September 1, 2013, their radio inventory for purposes of the RIM calculation will be determined by a review of the New Party's requirements for radio communications services on the NextGen RCS in the future. The review shall be conducted by County staff and presented to the RCS Board of Directors for approval.

11.4.4 Subscriber Radio Inventory Reductions. Radios deactivated from the RCS between May 1, 2013, and July 1, 2014, will be permanently deprogrammed from the RCS and will not allowed to be reactivated for use on the RCS or NextGen RCS except as direct one-to-one replacements for radios that are lost or become nonfunctional.

11.5 Final Cost Apportionment Totals. After all NextGen Parties have signed the agreement and after the final contract amount for the NextGen system has been determined, the County will issue an amendment to this agreement to update Exhibit C. (See section 14.3.) The amended Exhibit C will provide the final cost apportioned to each NextGen Party for shared infrastructure costs based on the final contract cost and total number of radios (to calculate the cost per radio). Exhibit C will include the September 1, 2013 and July 1, 2014 radio inventory totals for each agency and the final average.

11.6 Connection Costs; Maintenance. All NextGen RCS Parties, including both San Diego County and IVECA agencies, are responsible for all costs associated with procuring and installing the equipment necessary to connect to the NextGen RCS network and infrastructure and ongoing costs of connecting to the NextGen RCS. This shall not include maintenance of agency-owned microwave equipment used to connect to the NextGen RCS network which will be performed by the Sheriff's Department as a component of the NextGen RCS microwave network (supported by the NextGen RCS monthly operating fees).

11.6.1 Maintenance and other costs associated with the provision of primary and back up electrical power and other facility related costs in support of agency owned equipment shall be the responsibility of the agency.

11.7 Agency Subscriber and Dispatch Equipment. Subscriber and dispatch equipment are not part of the backbone infrastructure. The costs of purchasing, operating, and maintaining P25 compatible radio equipment, P25-compatible dispatch equipment, and any ancillary agency equipment is the sole responsibility of NextGen Parties.

11.8 Monthly Operating Fees

11.8.1 The costs of ongoing operations and maintenance of the trunked voice radio system, microwave network, and conventional radio systems shall be allocated to the participating agencies on a per radio basis.

11.8.2 The cost per radio shall be limited to those radios used on the NextGen RCS during normal operations.

11.8.3 Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing NextGen RCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.

11.8.4 The monthly per-radio network operating fee shall be in effect for a period of one year and shall be adjusted annually to reflect actual costs.

11.9 Other Fees. User fees for as-needed services such as programming and de-programming radios, training, or other services may be implemented by the NextGen RCS Board of Directors as required.

11.10 NextGen RCS Reserve "Trust Fund"

11.11.1 The RCS TRUST FUND was established by the Board of Supervisors on June 19, 2001 (14) for the purpose of having funds available for contingencies and future RCS upgrades, enhancements and eventual replacement.

11.12.2 Reserve funds, including interest, shall be maintained in the RCS Trust Fund.

11.13.3 All excess monthly operating fee revenue shall be transferred to the RCS Trust Fund at the close of each fiscal year.

11.14.4 Other revenue from non-parties shall either be used for NextGen RCS operations or may be directed to the RCS Trust Fund upon recommendation of the NextGen RCS Board of Directors and approval of the Board of Supervisors.

11.15.5 The NextGen RCS Board of Directors shall recommend to the Board of Supervisors the disbursement of money from the RCS Trust Fund as required.

12. PURCHASE OF NEXTGEN COMPATIBLE EQUIPMENT BY NEXTGEN PARTIES

12.1 Compatibility of Equipment Purchased By NextGen RCS Parties. It is the responsibility of each NextGen RCS Party to ensure that when purchasing equipment to connect to the NextGen RCS that such equipment is compatible. The NextGen RCS will be a "standards based" P25 system which is compatible with subscriber radios and dispatch consoles from numerous manufacturers provided the equipment has been tested and certified as being P25 compliant. NextGen RCS Parties may submit the specifications of equipment they intend to purchase to the WSD for back up verification of compatibility. However, the County bears no responsibility for the purchase of incompatible equipment.

12.2 Contract "Piggybacking". The County agrees that it will endeavor to include a "piggyback clause" in contracts into which it enters that involve NextGen RCS equipment. For purposes of this NextGen RCS Agreement, a "piggyback clause" means written permission for other government agencies to enter into contracts with the vendor on equally favorable or better terms and conditions.

13. TERM OF AGREEMENT

13.1 The term of the Agreement is for twenty (20) years from the date of this Agreement.

14. AGREEMENT MODIFICATION; ENTIRE AGREEMENT

14.1. Except as otherwise provided herein, all changes to the NextGen RCS Agreement may only be amended in writing with the approval of the governing bodies of all parties to this NextGen RCS Agreement. Prior to processing an amendment, a recommendation shall be requested from the NextGen RCS Board of Directors.

14.2. Except as otherwise provided herein, this NextGen RCS Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this NextGen RCS Agreement except as provided for in this NextGen RCS Agreement, except to the extent that (1) State or Federal agencies may require standard form contracts incorporating the terms of this NextGen RCS Agreement, (2) supplemental agreements may be required

relating to IVECA, and (3) separate agreements may be required related to financing and frequency licensing or transfer.

14.3 Exhibit C Revisions. Notwithstanding any other provision of this NextGen RCS Agreement, including but not limited to section 14.1, the NextGen Parties agree that, when final system costs are known, the County is authorized by the NextGen RCS Parties to amend Exhibit C of this NextGen RCS Agreement to reflect the final system costs in accordance with the cost apportionment method described in section 11. The NextGen Parties agree that the final Exhibit C as amended by the County and in accordance with the apportionment method described in section 11 (see, in particular, section 11.5) shall be the legally-binding Exhibit C to this NextGen RCS Agreement without further approval by the NextGen RCS Parties. The County shall distribute the amended final Exhibit C to the NextGen RCS Parties.

15. TERMINATION BY A NEXTGEN RCS PARTY OF ITS PARTICIPATION

15.1 Notice. In order to terminate participation prior to the end of the TWENTY year term, the withdrawing agency must provide to the NextGen RCS Board of Directors and the Sheriff's Department no less than a one year written notice of intent to terminate participation. In the event there are extensions to the NextGen RCS Agreement, written notice of termination must be given no less than 120 days prior to the end of the extension.

15.2 Conditions of Termination. A NextGen RCS Party may terminate pursuant to Section 15.1 on the following conditions:

15.2.1 The terminating NextGen RCS Party must return to the Sheriff's Department all County-purchased equipment unless the Sheriff's Department determines otherwise.

15.2.2 The terminating NextGen RCS Party is responsible for any and all NextGen RCS debts attributable to that NextGen RCS Party, regardless of extra-contractual consequences of termination, including but not limited to breach by the terminating NextGen Party of its own financing obligations or CSA 135 obligations.

15.2.3 If a terminating NextGen RCS Party brought frequencies to the NextGen RCS, the terminating NextGen Party and the NextGen RCS Board of Directors shall negotiate in good faith a settlement that either returns the same or equivalent operable frequencies to the terminating NextGen Party, or provides equitable compensation if frequencies are left with the NextGen RCS.

16. GOVERNING LAW

This NextGen RCS Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

17. DISPUTE RESOLUTION

NextGen RCS Parties shall meet, confer and attempt in good faith to resolve any disputes involving performance under this NextGen RCS Agreement. Disputes that are not resolved by the NextGen RCS Parties shall, upon written request by any one of the NextGen RCS Parties involved in the dispute, be submitted to non-binding mediation by a mediator agreed upon by the NextGen RCS Parties involved in the dispute. If the NextGen RCS Parties involved in the dispute cannot agree on a mediator, they shall ask the American Arbitration Association to appoint a mediator. Each party shall bear its own costs of participating in the mediation.

18. SIGNATURE PAGES

Each signature page shall include a description and reference to the source of authority for the person who is signing to execute contracts on behalf of their NextGen RCS Party. This NextGen RCS Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement.

Signature Page to NextGen RCS Agreement

Name of Party: County of San Diego

Party Authorization and Acceptance

On December 3, 2013 (Date), Item or Agenda No. 6,

the San Diego County Board of Supervisors
(Name of Governing Body)

Authorized the Undersigned
to Accept, Agree to and Execute This NextGen RCS Agreement on behalf of the

County of San Diego
(Name of Party)

As reflected in the attached Minute Order or similar documentation of the action taken.

Typed Name and Title of Authorized Party Official:

Thomas J. Pastuszka
Clerk of the Board of Supervisors

Signature of Authorized Party Official:



Date of Signature:

12.9.13

Approved as to form and legality
County Counsel



By _____
Senior Deputy

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>12/3/13</u>	Minute Order No. <u>6</u>
By: <u>Nancy Vincovich</u>	Date: <u>12/6/13</u>
Deputy Clerk of the Board Supervisors	

58

Signature Page to NextGen RCS Agreement

Name of Party: California Highway Patrol

Party Authorization and Acceptance

On _____ (Date), Item or Agenda No. _____,


the California Highway Patrol
(Name of Governing Body)

Authorized the Undersigned
to Accept, Agree to and Execute This NextGen RCS Agreement on behalf of the

Lori D. Young
(Name of Party)

As reflected in the attached Minute Order or similar documentation of the action taken.

Typed Name and Title of Authorized Party Official:

 Lori D. Young
Assistant Chief
Information Management Div.

Signature of Authorized Party Official:

3/19/14

Date of Signature:



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 26, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE ACTIVATED EVENTS LLC.

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

Enclosed is a revenue agreement with the Activated Events LLC. and the County of San Diego, Sheriff's Office, for law enforcement security services for Boots in the Park, on April 11, 2026.

The value of this contract will not exceed \$38,303.79. The exact amount will be determined by the amount of cost for actual usage.

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

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

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

Andrew Strong,
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFP USE ONLY
Init: OFP#:



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

From: Elizabeth Niizbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: 03/26/26
--	---	--------------------------

Subject:
Reimbursable Services Agreement - Activated Events LLC, Boots in the Park on 04/11/26 - \$38,303.79.

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

COMMENTS:

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

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 26, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE ACTIVATED EVENTS LLC. PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Activated Events LLC. to provide law enforcement security services for Boots in the Park on April 11, 2026.

The value of this contract will not exceed \$38,303.79. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE ACTIVATED EVENTS LLC, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #47**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 17th day of March 2026 by and between the ACTIVATED EVENTS LLC. (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Boots in the Park.
2. The term of this Agreement shall commence on April 11th, 2026 at 11:00, and shall continue in effect through and terminate after April 11th, 2026 at 23:30.
3. COUNTY Coordinator of this Agreement shall be Sergeant Paul Bonanno, (619) 772-8784.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

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

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

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

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

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

To REQUESTOR:

Activated Events
Event name: Boots in the Park
Lelani Kroeker
4117 Hillsboro Pike Suite 103-257
Nashville TN 37215
lelani@activatevents.com

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

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

- 12.** This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- 13.** This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the

contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Lelani Kroeker
Activated Events

Dane Gapuz
Signature Title/Rank

Lelani Kroeker Producer
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Lelani Kroeker
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

Andrew Potter
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Andrew Potter Date: 4/6/20
Deputy Clerk of the Board Supervisors

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

COST ESTIMATE

Boots in the Park	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH OVERHEAD*</u>	TOTAL
4/11/2026					
Deputy - 1st shift	8	11.0		\$ 157.36	\$ 13,847.68
Deputy - 2nd shift	10	8.0		\$ 157.36	\$ 12,588.80
Sergeant - SED & Team 1	1	11.0		\$ 221.02	\$ 2,431.22
Sergeant - Team 2	2	8.0		\$ 221.02	\$ 3,536.32
Sergeant - Event	1	12.0		\$ 221.02	\$ 2,652.24
Dispatcher	1	11.0		\$ 109.71	\$ 1,206.81
Lieutenant	1	8.0		\$ 255.09	\$ 2,040.72
				Sub-Total	\$ 38,303.79
				TOTAL	\$ 38,303.79
Vehicle Minimum or Mileage					\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
TOTAL ESTIMATED COSTS					\$ 38,303.79



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 1, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE AWAKEN CHURCH

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 Awaken Church and the County of San Diego, Sheriff's Office, for law enforcement security services for the FlashPoint LIVE! Event, on April 9, 2026 to April 10, 2026.

The value of this contract will not exceed \$7,322.38. The exact amount will be determined by the amount of cost for actual usage.

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

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

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



Andrew Strong,
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

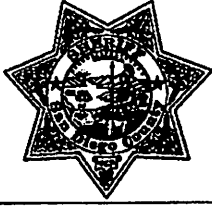
Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init: OFP#:



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From: Elizabeth Niazbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: 04/01/26
--	---	--------------------------

Subject:
Reimbursable Services Agreement - The Awaken Church, FlashPoint LIVE! Event on 04/09/26 to 04/10/26 - \$7,322.38

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

COMMENTS:

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

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

April 1, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE AWAKEN CHURCH 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 Awaken Church to provide law enforcement security services for the FlashPoint LIVE! on April 9, 2026 to April 10, 2026.

The value of this contract will not exceed \$7,322.38. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE AWAKEN CHURCH, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #56**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 30th day of March 2026 by and between the AWAKEN CHURCH (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the FlashPoint LIVE! Event.
2. The term of this Agreement shall commence on April 9, 2026 at 1700, and shall continue in effect through and terminate after April 10, 2026 at 22:30.
3. COUNTY Coordinator of this Agreement shall be Lieutenant John Spach, (760) 518-7906.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

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

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

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

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

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

To REQUESTOR:

Awaken Church
Event: FlashPoint LIVE!
C/O: Jake Lindsey
P.O. 1
Newark, TX 76071
(817) 564-6231
Mrlindsey1991@gmail.com

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

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

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

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

JAKE LINDSEY
AWAKEN CHURCH

Dane Gapuz
Signature _____ Title/Rank _____

Jake Lindsey
Signature _____ Title/Rank _____

Dane Gapuz
Sheriff's Contract Manager
Print Name

Jake Lindsey
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Supv. Deputy County Counsel

Andrew Potter
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Amal Date: 4/16/20
Deputy Clerk of the Board Supervisors

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

COST ESTIMATE

FlashPoint LIVE! Event	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH OVERHEAD*</u>	TOTAL
4/9/2026-4/10/2026					
4/9/2026 - Deputy (1700-2230)	2	4.5		\$ 179.46	\$ 1,615.14
4/10/2026 - Deputy (0700-2230)	2	15.5		\$ 179.46	\$ 5,563.26
					\$ -
					\$ -
					\$ -
				Sub-Total	\$ 7,178.40
				TOTAL	\$ 7,178.40
Vehicle Minimum or Mileage			2.0	\$ 71.99	\$ 143.98
Motorcycle Mileage					\$ -
				TOTAL	\$ 143.98
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 7,322.38

COSED CLERK OF THE BOARD
2026 APR 5 AM 8:23



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

March 26, 2026

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

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN THE
FRIAS PRESENTS LLC. AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE
PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29**

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

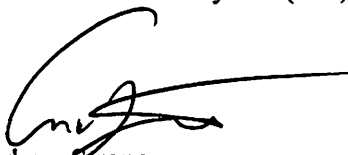
Enclosed is a revenue agreement with the Frias Presents LLC. and the County of San Diego, Sheriff's Office, for Frias Music Events, on November 29, 2025 to May 24, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$25,842.24. The exact amount will be determined by the amount of cost for actual usage.

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

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

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


Andrew Strong
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFP USE ONLY
Init: OFP#:



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

From: Elizabeth Niazbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: 03/26/26
--	---	--------------------------

Subject:
Reimbursable Services Agreement - The Frias Presents LLC, Frias Events on November 29, 2025 to May 24, 2026 - \$25,842.24.

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

COMMENTS:

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

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 26, 2026

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

**EXECUTION AND RATIFICATION OF REVENUE CONTRACT BETWEEN THE
FRIAS PRESENTS LLC. AND THE COUNTY OF SAN DIEGO SHERIFF'S OFFICE
PURSUANT TO ADMINISTRATIVE CODE SECTION 123 AND BOARD POLICY B-29**

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with The Frias Presents LLC. to provide law enforcement security services for the Frias Events from November 29, 2025 through May 24, 2026. Ratification of contract is requested as the start date preceded the execution of the contract.

The value of this contract will not exceed \$25,842.24. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions. After your approval, we will route the contract for signatures.

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

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE FRIAS PRESENTS LLC, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #01**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 23rd day of March 2026 by and between THE FRIAS PRESENTS LLC (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Frias Events.
2. The term of this Agreement shall commence on November 29, 2025 at 00:30, and shall continue in effect through and terminate after May 24, 2026 at 21:30.
 - November 29, 2025 - 4 Deputies, 9 hours each
 - February 15, 2026 - 4 Deputies, 9 hours each
 - May 3, 2026 - 4 Deputies, 9 hours each
 - May 24, 2026 - 4 Deputies, 9 hours each
3. COUNTY Coordinator of this Agreement shall be Lieutenant Viet Do, (760) 828-2013.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer

through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

- 10.4. Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.
- 10.5. Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.
- 10.6. Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.
- 11.** Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Frias Presents LLC
Attn: Elvis Frias
219 E. Washington Ave
Santa Ana, CA 92701
(949) 456-6121
elvis@friaspresents.com

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

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

- 12.** This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party

shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

ELVIS FRIAS
FRIAS PRESENTS LLC

Dane Gapuz
Signature _____ Title/Rank _____

[Signature]
Signature _____ Title/Rank _____
Managing Partner

Dane Gapuz
Sheriff's Contract Manager
Print Name _____

Elvis Frias
Print Name _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

[Signature]
Signature- Clerk of the Board

Mark Day
Print Name _____

Andrew Potter
Print Name _____

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: [Signature] Date: 4/6/24
Deputy Clerk of the Board Supervisors

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

COST ESTIMATE

Frias Events	# of POSITIONS	# of HOURS	# of MILES	RATE or COST WITH OVERHEAD*	TOTAL
Deputy November 29, 2025	4	9.0		\$ 179.46	\$ 6,460.56
Deputy February 15, 2026	4	9.0		\$ 179.46	\$ 6,460.56
Deputy May 3, 2026	4	9.0		\$ 179.46	\$ 6,460.56
Deputy May 24, 2026	4	9.0		\$ 179.46	\$ 6,460.56
					\$ -
Add'l Positions: (Specify on Lines Below)					\$ -
Lieutenant	1			\$ 218.61	\$ -
Dispatcher	1			\$ 100.33	\$ -
					\$ -
				Sub-Total	\$ 25,842.24
				TOTAL	\$ 25,842.24
Vehicle Minimum or Mileage				\$ 59.96	\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 25,842.24



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 24, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

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

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE VISTA UNIFIED SCHOOL DISTRICT

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 Vista Unified School District and the County of San Diego, Sheriff's Office, for law enforcement security services for Vista Adult School Graduation, on June 26, 2026 to June 27, 2026.

The value of this contract will not exceed \$7,620.48. The exact amount will be determined by the amount of cost for actual usage.

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

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

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

A handwritten signature in black ink, appearing to read "Andrew Strong".

Andrew Strong,
Deputy Chief Administrative Officer

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

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

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

Department Approval: Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

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

Attachments:

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

OFF USE ONLY
Init: OFP#:



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

From: Elizabeth Niazbek Kyzy, (858) 583-0345	Bureau/Division, or Section: MSB - Contracts Mgt. Procurement	Date: 03/24/26
--	---	--------------------------

Subject:
Reimbursable Services Agreement - Vista Unified School District, Vista Adult School Graduation on 06/26/26-06/27/26 - \$7,620.48

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

COMMENTS:

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

Thank you.

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE VISTA UNIFIED SCHOOL DISTRICT, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #53**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 19th day of March 2026 by and between the VISTA UNIFIED SCHOOL DISTRICT (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When traffic control or security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Vista Adult School Graduation.
2. The term of this Agreement shall commence on June 26, 2026 at 22:00, and shall continue in effect through and terminate after June 27, 2026 at 12:00.
3. COUNTY Coordinator of this Agreement shall be Sergeant Adam Milligan, (619) 709-1699.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

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

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

Indemnification related to Acts or Omissions, Negligence.

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

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

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

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

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

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

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

To REQUESTOR:

Vista Unified School District
Vista Adult School
Event: Vista Adult School Graduation
C/O: Tara Biancamano
510 Sunset Drive Vista, CA 92081
(760) 758-7122
tarabiancamano@vistausd.org

To SHERIFF:

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

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

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

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

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

SAN DIEGO COUNTY
SHERIFF'S OFFICE

TARA BIANCAMANO
ASSISTANT PRINCIPAL

Dane Gapuz _____
Signature Title/Rank

Tara _____ Asst Principal
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Tara Biancamano
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day _____
Signature- Senior Deputy County Counsel

Andrew Potter _____
Signature- Clerk of the Board

Mark Day

Print Name

Andrew Potter

Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: gnwal Date: 4/6/24
Deputy Clerk of the Board Supervisors

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

COST ESTIMATE

Vista Adult School Graduation	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <u>WITH</u> <u>OVERHEAD*</u>	TOTAL
06/26/26-06/27/26					
Deputy (2200-0800)	2	10.0		\$ 179.46	\$ 3,589.20
Deputy (0800-1200)	5	4.0		\$ 157.36	\$ 3,147.20
Sergeant (0800-1200)	1	4.0		\$ 221.02	\$ 884.08
					\$ -
					\$ -
				Sub-Total	\$ 7,620.48
				TOTAL	\$ 7,620.48
Vehicle Minimum or Mileage				\$ 71.99	\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: (List)					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 7,620.48