



PUBLIC WORKS

MARISA K. BARRIE, PE
DIRECTOR

5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

DATE: May 5, 2025

TO: Andrew Potter Clerk of the Board (MS A-45)

FROM: Keith Kezer DPW Engineering Services (MS O-384)

**SUBJECT: REQUEST FOR SIGNATURE/ EXECUTION OF AGREEMENTS WITH THE CITIES OF
 NATIONAL CITY AND EL CAJON PURSUANT TO 02/26/25 BOARD ACTION**

COSD CLERK OF THE BOARD
2025 MAY 12 AM 11:20

Mr. Potter;

On February 26, 2025 (2), Board of Supervisors approved a request to establish appropriations, advertise and award construction contracts for Countywide asphalt concrete overlay and slurry seal treatments for fiscal year 2024-25, approve reimbursement agreements between the County of San Diego and the cities of El Cajon and National City and related CEQA exemption. (See Minute Order enclosed.)

Item 4 in the approved request authorizes the Clerk of the Board to execute, upon receipt, revenue agreements with the Cities of El Cajon and National City.

This request is for The Clerk of the Board to review and sign the agreements and copies with the cities of El Cajon and National City that were previously reviewed and approved prior to the Board action.

Please provide a wet signature on each original agreement (1) and copies (4).

Once signed please return the originals to Keith Kezer at the mail stop shown above. If you have any questions, please contact Keith Kezer @ keith.kezer@sdcounty.ca.gov or 858.694.3013.

Cc: Samir Nuhaily and Christopher Hanger (via email)

Enclosures[3]: Agreement with City of National City(Original and 4 copies) (5), Agreement with City of El Cajon(Original and 4 copies) (5), February 26, 2025 (2) Minute Order

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, FEBRUARY 26, 2025**

MINUTE ORDER NO. 2

**SUBJECT: CONTINUED ITEM FROM FEBRUARY 12, 2025 (02):
ESTABLISH APPROPRIATIONS, ADVERTISE AND AWARD
CONSTRUCTION CONTRACTS FOR COUNTYWIDE ASPHALT CONCRETE
OVERLAY AND SLURRY SEAL TREATMENTS FOR FISCAL YEAR 2024-25,
APPROVE REIMBURSEMENT AGREEMENTS BETWEEN THE COUNTY OF
SAN DIEGO AND THE CITIES OF EL CAJON AND NATIONAL CITY AND
RELATED CEQA EXEMPTION (DISTRICTS: ALL)**

OVERVIEW

On February 12, 2025 (2), the Board of Supervisors (Board) continued this item to the February 26, 2025, hearing.

The County of San Diego (County) Department of Public Works (DPW) maintains nearly 2,000 centerline miles of roads in the unincorporated areas of San Diego County. Centerline miles represent the total length of roads regardless of the number of lanes or overall roadway width. The County's average Pavement Condition Index (PCI), an industry-standard rating system used to rate the condition of roads, dropped from 70 in 2012 to 60 in 2016. The change in PCI occurred because of reduced levels of road maintenance work due to rising construction costs and declining gas tax revenues as vehicles became more fuel efficient and less fuel was purchased.

As a result of the Senate Bill 1 (SB1) initiative and the associated resurfacing projects, the condition of County-maintained roads has improved significantly over the past seven years and the current average PCI is 68. DPW received \$61.6 million in SB1 revenue in Fiscal Year (FY) 2023-24 and estimates it will receive \$61.9 million in FY 2024-25 to continue expanding the road resurfacing program.

To be eligible to receive SB1 revenue, the Board must adopt a resolution each year approving a list of proposed projects, or road resurfacing locations, and submit the resolution and proposed list to the California Transportation Commission (CTC). On June 5, 2024 (02), the Board adopted the annual resolution and proposed a list of roads to be resurfaced during FY 2024-25 using SB1 revenue. On June 7, 2024, the resolution and proposed list of roads were submitted and accepted by the CTC.

DPW performed a thorough engineering design review of the roads included on the proposed FY 2024-25 list and evaluated projected SB1 funding levels and construction costs. This allowed DPW to confirm the initial designs, coordinate planned activities with stakeholders, and adjust the amount of road resurfacing work in FY 2024-25 based on anticipated SB1 funding levels and the most recent bid prices for similar work. While SB1 funding levels have been relatively consistent, recent resurfacing project bid costs have risen due to price increases for materials, labor shortages, and a surge in similar infrastructure projects throughout the region. This increased cost and surge in similar projects by others resulted in an impact on the original timeline. DPW made adjustments based on the list of roads anticipated to be awarded in the prior fiscal year and changes in priorities associated with updated information and community feedback. As a result of this process, DPW adjusted the FY 2024-25 list after evaluating for increased construction costs and feedback from the community. The updated road resurfacing list includes approximately 96.26 centerline miles of County-maintained roads to be

resurfaced with available road resurfacing funding included in DPW's FY 2024-25 Operational Plan. Actual bid prices will determine how many miles of roads will be resurfaced with the available budget.

Additionally, the County coordinates resurfacing activities with neighboring cities for roads that cross County boundaries, which are largely invisible to the public, to allow for the complete resurfacing of those roads. DPW has identified five County-maintained roads that cross into the City of El Cajon and one County-maintained road that crosses into the City of National City where resurfacing coordination will be mutually beneficial and better serve residents by increasing efficiency and reducing construction impacts to the public.

DPW also provides road maintenance services for almost 100 miles of private roads through the Permanent Road Division (PRD) Program. DPW has identified a combined 3.70 centerline miles of road resurfacing in 12 PRD Zones in FY 2024-25 based on available funding, road segment condition, the road segments with the heaviest use, maintaining egress routes in case of disasters, and community input. Road work was identified through field reviews and coordinated with road committees in each PRD Zone.

This is a request to authorize the Clerk of the Board to implement, upon receipt, reimbursement agreements with the Cities of El Cajon and National City for payment of costs to the County to complete road resurfacing work. Additionally, this request seeks approval for the Board to establish appropriations and approve the advertisement and subsequent award of multiple construction contracts to the lowest bidders for asphalt concrete overlay and slurry seal treatments on County-maintained, city-maintained and PRD Zone roads. The available funding and estimated projects' cost for County-maintained roads for FY 2024-25 is \$65,583,318, including an 8% contingency. The estimated project cost for city-maintained roads for FY 2024-25 is \$370,946, including a 20% contingency. The estimated projects' cost for the PRD Zone roads is \$2,511,180, including a 20% contingency. Contingencies are incorporated into estimated costs as unplanned or unforeseen conditions that may arise during construction. The funding sources for County-maintained roads are SB1 and TransNet a half-cent countywide sales tax administered by the San Diego Association of Governments that helps fund regional transportation projects. The funding sources for the PRD Zone roads are special district revenues from each PRD Zone at the current rate. The funding source for city-maintained roads is full cost recovery revenue agreements. Advertisement and award of the construction contracts are scheduled for summer 2025. Construction for all FY 2024-25 projects is scheduled to begin in fall 2025 and be completed by the end of 2026.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Find in accordance with Section 15301(c) of the California Environmental Quality Act (CEQA) Guidelines that the proposed projects and approval of the associated revenue agreements are categorically exempt from CEQA review because it involves the maintenance of existing public roads involving no or negligible expansion of existing use.
2. Establish appropriations of \$370,946 in the Department of Public Works Road Fund, Services & Supplies, for the AC Overlay 2425 A (North), AC Overlay 2425 B (South), and Pavement Seal 2425 projects based on revenue from the City of National City Agreement and the City of El Cajon Agreements. **(4 VOTES)**

3. Authorize the Director, Department of Purchasing and Contracting, to advertise and award multiple construction contracts and to take other actions authorized by Section 401 et seq. of the Administrative Code with respect to contracting for asphalt concrete overlay and slurry seal treatment projects on County-maintained, city-maintained, and PRD Zone roads as identified in Attachments A through D.
4. Authorize the Clerk of the Board to execute, upon receipt, revenue agreements with the Cities of El Cajon and National City for road resurfacing in accordance with Board Policy B-29 and Attachment A and Attachment B.
5. Designate the Director, Department of Public Works, as the County Officer responsible for administering the construction contracts in accordance with Board Policy F-41, Public Works Construction Projects.

EQUITY IMPACT STATEMENT

The Department of Public Works (DPW) uses best management practices when preserving the County-maintained road network that includes industry standard resurfacing methods to extend the life of the roads and prevent more costly resurfacing treatments. This includes using pavement management software that models and predicts the rate of deterioration of roads. To supplement this data, DPW staff performs routine inspections of roads in need of repair that are identified by the pavement management software or the community through a variety of sources such as the Tell Us Now! mobile app and toll-free hotlines. This information is evaluated by DPW and used to develop a list of roads requiring maintenance that is balanced proportionally to the total centerline miles within each Supervisorial district. Approximately 46% of the roads on the maintenance list are located within underserved communities as defined in the most recent version of CalEnviroScreen (4.0) and Healthy Places Index (3.0) GIS layer. The projects will provide significant benefits to the residents, including enhancements to the Americans with Disabilities Act (ADA) pedestrian ramps and drainage improvements that will improve access and mobility for non-motorized road users. Road resurfacing facilitates transit and allows cars and buses to travel to underserved communities to bring workers to job centers and other resources. County of San Diego construction contracts are also competitively and publicly advertised and bid and help stimulate the local economy.

SUSTAINABILITY IMPACT STATEMENT

Maintaining County roads has benefits to sustainability in terms of the economy, environment, social health, and well-being, and prevents more costly maintenance treatments in the future, thereby supporting fiscal sustainability. Asphalt concrete rehabilitation activities use 25% recycled asphalt from old, deteriorated roads, saving thousands of tons of aggregate each year and supporting the County's sustainability goal to reduce pollution and waste through recycling. Well-maintained roads allow vehicle owners to use fewer resources for vehicle maintenance and operation providing social sustainability benefits. Drainage improvements made possible in this action, such as rehabilitating culverts, curbs, and gutters contribute to the County's sustainability goals to improve water quality and extend the useful life of facilities, by protecting County-maintained roads from costly and resource-intensive repairs. The installation of Americans with Disabilities Act (ADA) compliant pedestrian ramps proposed in this action supports walkability, mass transit access, and contributes to County sustainability goals to protect the health and well-being of everyone in the region, reduce greenhouse emissions, and transition to a green, carbon-free economy.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2024-25 Operational Plan in Permanent Road Divisions (PRD) and partially included in the Fiscal Year 2024-25 Operational Plan in the Department of Public Works (DPW) Road Fund. If approved, this request will establish additional appropriations of \$370,946, resulting in additional costs and revenue for DPW Road Fund, as outlined in recommendation 2. The funding sources for this request are revenues from the City of National City Agreement (\$112,960) and the City of El Cajon Agreement (\$257,986).

The total cost for all FY 2024-25 projects is estimated at \$68,465,444, including an 8% contingency for County-maintained roads and a 20% contingency for city-maintained and PRD Zone roads for unforeseen conditions that may arise during construction. The funding sources are Senate Bill 1 (SB1) (\$59,873,318), TransNet (\$5,710,000), City of El Cajon revenue agreement (\$257,986), City of National City revenue agreement (\$112,960), PRD Zones' available prior year fund balance (\$2,021,144), and benefit assessments and special taxes from property owners (\$490,036). There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

Road resurfacing to improve the condition of the roads facilitates the transit of goods and eases the movement of commuters to jobs, schools, and shopping centers in underserved communities. County of San Diego construction contracts are also publicly advertised and competitively bid and help stimulate the local economy. All workers employed on public works projects must be paid prevailing wages determined by the California Department of Industrial Relations, according to the type of work and location of the project.

ACTION:

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

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

ABSENT: (District 1 Seat Vacant)

State of California)
County of San Diego)

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

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter



FEBRUARY 26, 2025

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

EL CAJON

FOR

FIRST STREET, PERSIMMON AVENUE, ORO STREET, ANZA STREET AND SUMNER AVENUE ROAD
ROADWAY RESURFACING

This Service Agreement for the First Street, Persimmon Avenue, Oro Street, Anza Street and Sumner Avenue Roadway Resurfacing ("Agreement") is entered into this 12 day of May, 2025 by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of El Cajon, a municipal corporation, (hereinafter "CITY") for Roadway Resurfacing of multiple road segments, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

- A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
- B. The COUNTY currently has a Lakeside Roadway Resurfacing project, comprising of segments of First Street, Persimmon Avenue, Oro Street, Anza Street and Sumner Avenue, which total approximately 1.81 miles, which excludes work outside of the COUNTY'S jurisdiction ("COUNTY PROJECT").
- C. The CITY currently has jurisdiction over portions of these segments to County Limit, which total approximately 0.30 miles, adjacent to the COUNTY PROJECT.
- D. COUNTY and CITY have mutually agreed that the following segments within the City of El Cajon are in need of resurfacing:
 - a. First Street from El Cajon City limit to Broadway (0.06 miles)
 - b. Persimmon Avenue from El Cajon City limit to Second Street (0.03 miles)
 - c. Oro Street from El Cajon City limit to Broadway (0.09 miles)
 - d. Oro Street from El Cajon City limit to Flamingo Avenue (0.03 miles)
 - e. Anza Street from El Cajon City limit to Broadway (0.05 miles)
 - f. Sumner Avenue from El Cajon City limit to Second Street (0.04 miles)
- E. The CITY limit is either side of the COUNTY PROJECT "Exhibit A". All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
- F. The Lakeside Roadway Resurfacing project will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of 2 inches to remove surface distresses and irregularities. Two inches of polymer modified asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), dike replacement, utility coordination and striping the roadway.
- G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two

jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.

- H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of two hundred fifty-seven thousand, nine hundred eighty-six dollars and seven cents (257,986.07) as well as changes to the CITY PROJECT completed with prior CITY approval. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.
- I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services for which the CITY will reimburse COUNTY as shown on Exhibit "B", which is attached hereto and incorporated by this reference.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
4. To make written application to CITY for a Public Right-of-Way Permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating Lead Agency, to act as the Lead Agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or County statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the COUNTY public construction codes, California Labor Code, and California Public Contract Code.
6. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.

7. To furnish qualified support staff to assist the Resident Engineer; such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. To construct the CITY PROJECT in accordance with approved PS&E documents.
9. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed \$257,986.07 (as shown in Exhibit B) to CITY for review and approval prior to final authorization by COUNTY.
10. To furnish CITY as-built plans, within one hundred and eighty (180) days following the completion and acceptance of the CITY PROJECT construction contract.
11. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall reimburse CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council approval if applicable.
2. To deposit with COUNTY, within 30 days of executing this agreement, full value (\$257,986.07) (the "Deposit"), as provided in "Exhibit B".
3. CITY agrees to approve the COUNTY or its contractors Public Right-of-Way Permit application authorizing entry onto CITY's right of way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT, if the proposed work meets CITY design and access requirements, within 45 days of the application being deemed complete. CITY agrees to reimburse COUNTY for COUNTY, or its contractor's, cost to obtain such permit and for any requirements of said permit not required by COUNTY's construction contract.
4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide oversight of the CITY PROJECT, to provide reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in processing of the CITY PROJECT.
6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement, subject to City Council approval if applicable.
7. CITY agrees that it shall be legally obligated to pay the full cost of the CITY PROJECT, including any costs associated with change orders reasonably necessary to complete the project, and that this liability shall not be reduced, excused or defended on the basis of the failure or refusal of

the City Council to approve an amendment to this Agreement or budget necessary funds to pay the liability.

8. CITY agrees that COUNTY shall not be liable to CITY for any cost increases or liabilities resulting from any alleged errors or omissions in site investigation, utility coordination, engineering review, or other activities associated with, use in, and including the PSE for the CITY PROJECT and that COUNTY makes no representations or warranties regarding quality of work or materials for the CITY PROJECT. CITY is a third-party beneficiary of the CITY PROJECT work to be included in the COUNTY contract per Section 1 and COUNTY agrees to assign any warranties or other contractual rights it may have to CITY for the CITY PROJECT portion of the work.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including soft costs and contingency, is estimated to be, two hundred and fifty-seven thousand, nine hundred and eighty-six dollars and seven cents (\$257,986.07) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COUNTY Construction Cost Estimate is identified, COUNTY and CITY shall endeavor to agree upon a course of action in a timely manner to avoid construction delay, contractor mobilization or similar costs.
4. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until a Public Right-of-Way Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. Parties shall obtain and/or cause any agent, subcontractor or other representative of that Party to maintain insurance at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name City of El Cajon, its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and that additional insured certificates be provided to CITY as specifically set forth in Exhibit D, City of El Cajon Insurance Requirements. COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify City of Escondido, its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY'S sole negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership. COUNTY shall have no liability for any claims within the scope of insurance provided by the COUNTY's contractor, and any insurance or self-insurance maintained by COUNTY shall not be obligated for any such insured claims.
6. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY

PROJECT. CITY shall accept responsibility for maintenance of CITY PROJECT upon receipt of a notice of completion from COUNTY.

7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
8. In the event that either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement for default. Termination by CITY for default after the award of a construction contract shall not excuse CITY from paying for the CITY PROJECT work completed prior to termination. If COUNTY's contractor has the legal right to complete work per the awarded contract, CITY's termination for default shall not excuse the CITY from liability to the contractor for completion or damages for failure to allow completion of the CITY PROJECT.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.
11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.
12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the City and County of San Diego, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.
14. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the Parties, and are intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

17. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
18. The CITY PROJECT shall be awarded and completed in conformity with all applicable federal, State, and COUNTY laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. The COUNTY as the Party responsible for overseeing the contract work shall ensure compliance with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. In addition to any applicable federal or State laws, rules, or regulations, COUNTY shall comply with CITY requirements imposed for access to CITY right-of-way and design requirements included in the PSE at the request of the CITY.
19. Any party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by each party's administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.
21. This Agreement shall become effective on the date all of the parties have signed this Agreement and be in force until the latter of two years from the execution date or the completion and final payment by CITY for CITY PROJECT.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: William P. Morgan, Interim Director of Public Works
5510 Overland Ave, Suite 410
San Diego, CA 92123
Phone: (858) 694-2233

CITY:

City of El Cajon
Ms. Yazmin Arellano, Director of Engineering Services
200 Civic Center Way
El Cajon, CA 92020

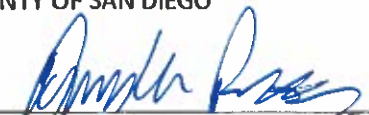
Attachments:

1. EXHIBIT A – PROJECT MAP
2. EXHIBIT B – CITY ESTIMATED PROJECT COSTS

3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – CITY OF EL CAJON INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of El Cajon and the County of San Diego, acting by and through their authorized officers.

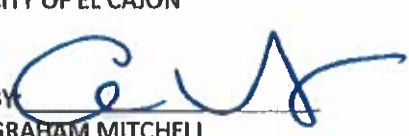
COUNTY OF SAN DIEGO

BY: 
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 5/13/25

Approved as to form this 9th day of
April, 2025


BY: Thomas C. Bosworth
THOMAS BOSWORTH
County Counsel

CITY OF EL CAJON

BY: 
GRAHAM MITCHELL
City Manager
DATE: 10-1-2024

Approved as to form this 1st day of
October, 2024.


MORGAN FOLEY
City Attorney

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 02/26/2025 Minute Order No. 02
By:  Date: 05/12/2025
Deputy Clerk of the Board Supervisors

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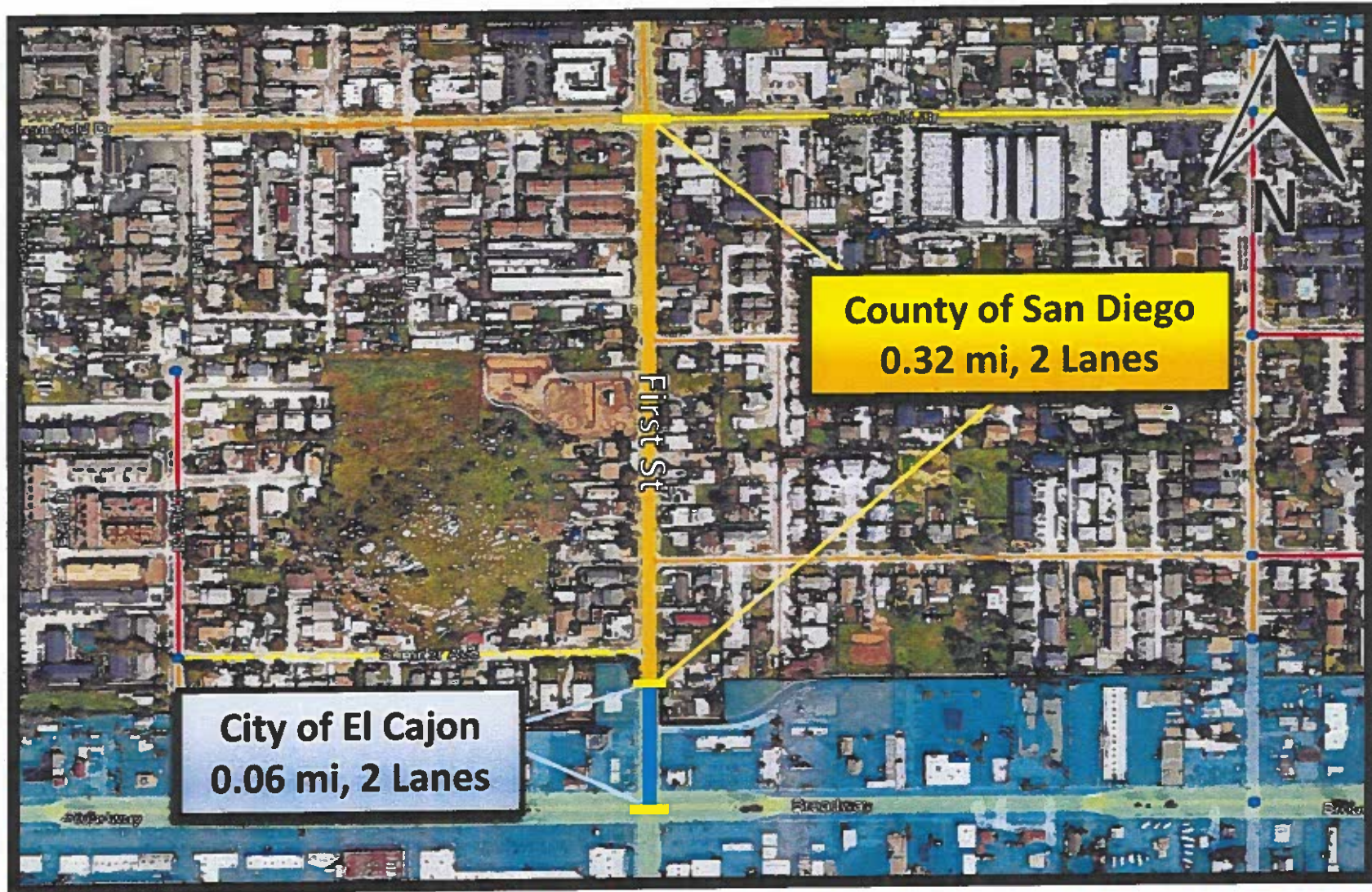
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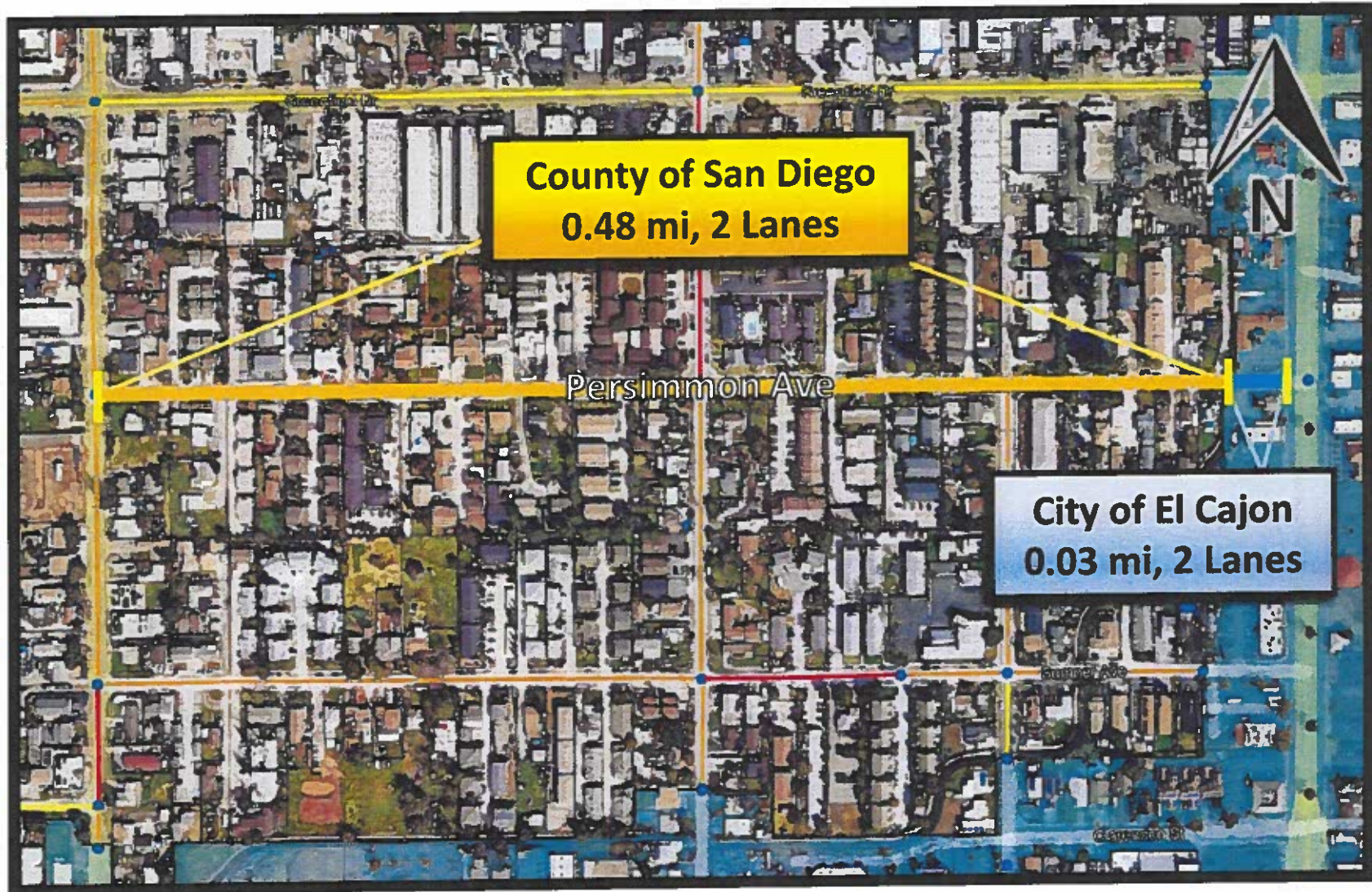
Exhibit A- Project Map

County DPW Resurfacing Exhibit

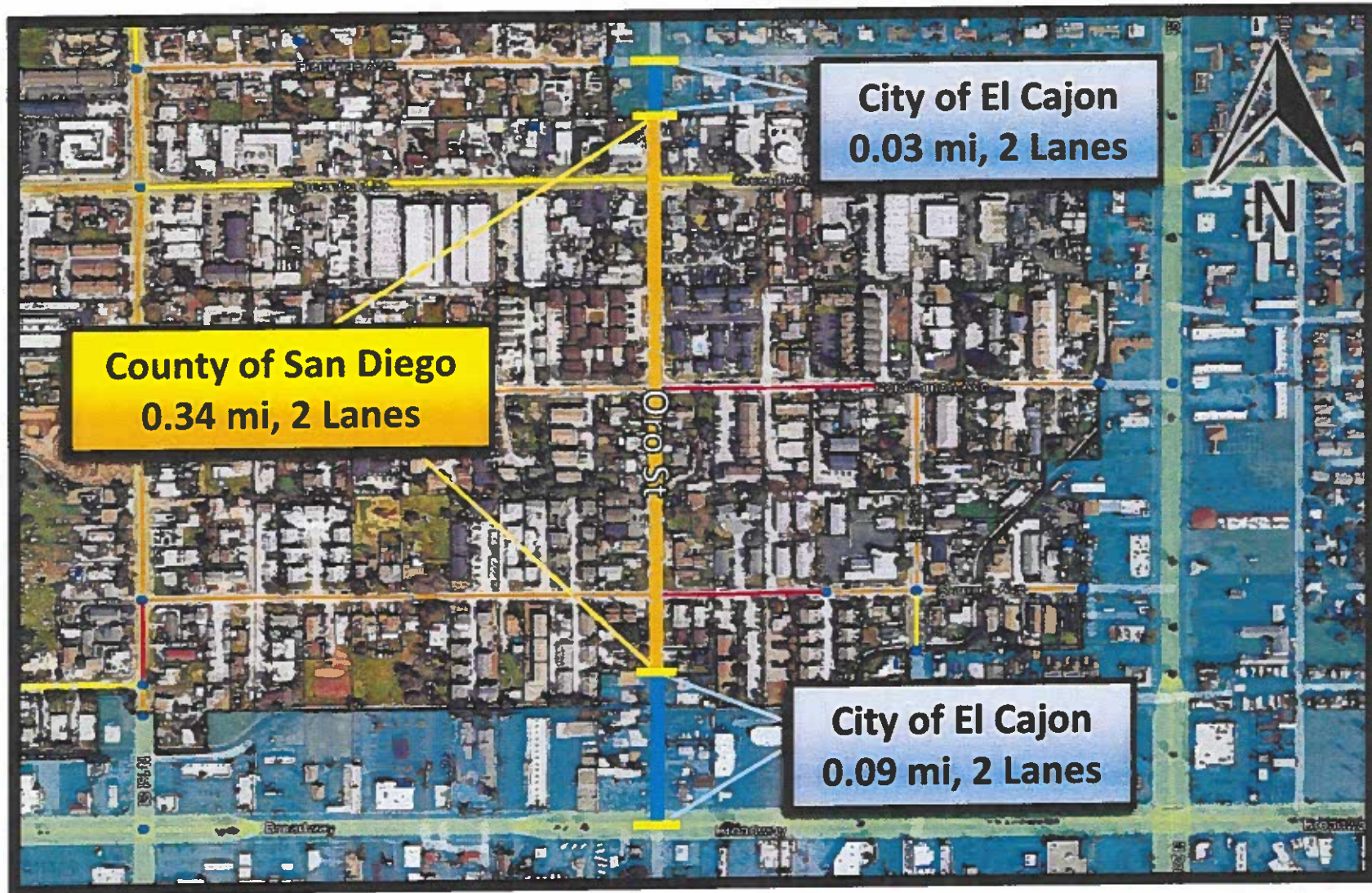
First Street



County DPW Resurfacing Exhibit Persimmon Avenue



County DPW Resurfacing Exhibit Oro Street



County DPW Resurfacing Exhibit

Anza Street



County DPW Resurfacing Exhibit Sumner Avenue

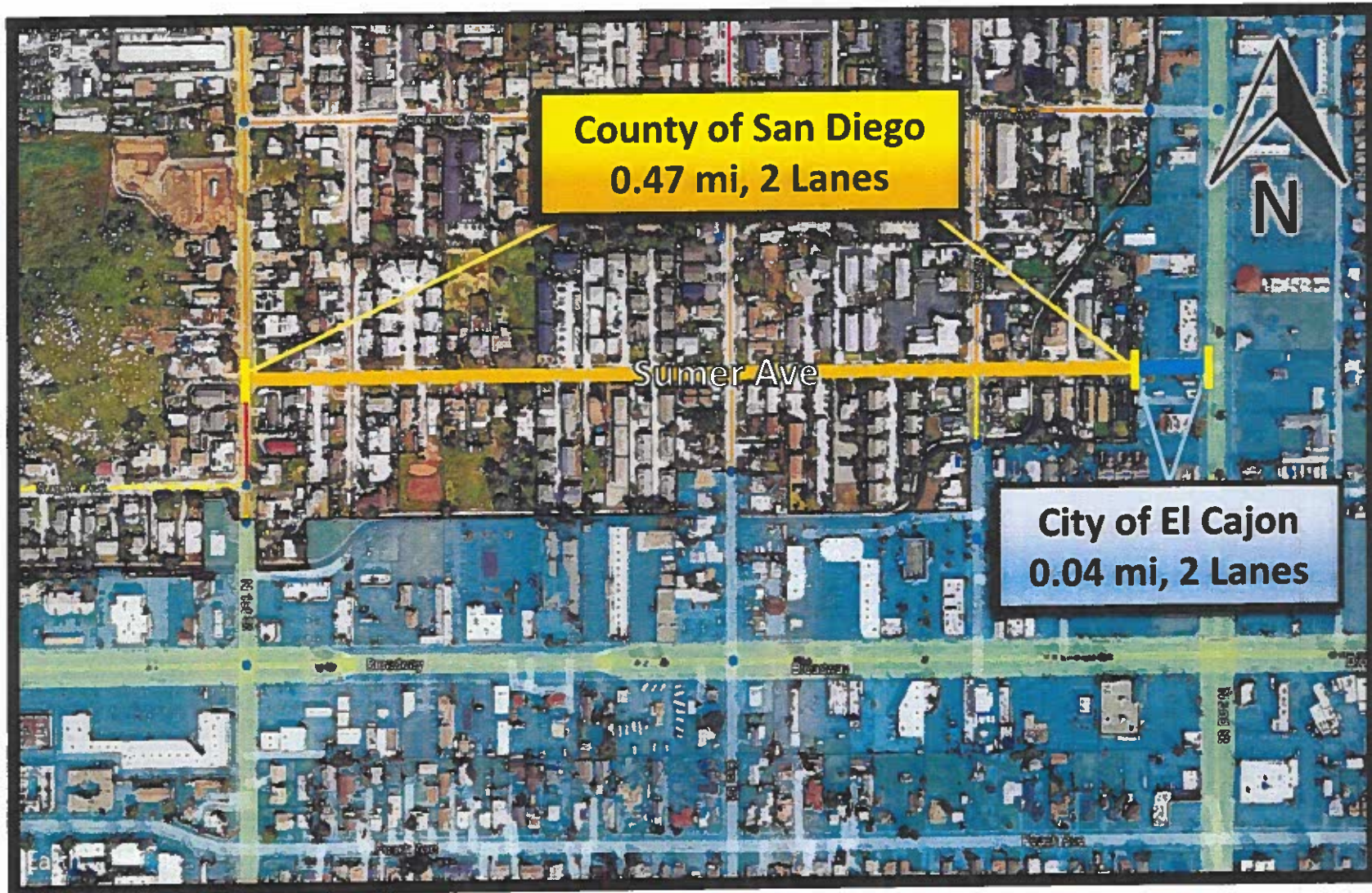


Exhibit B- City Estimated Project Costs

SUPERVISORIAL DISTRICT 2

County Planning Group	Road Name	FROM	TO	# LANES	Area (SY)	Treatment	PCI	Est Construction Cost	Est Total Cost (Const + 28% Soft Cost)	City Length (MI)
LAKESIDE	FIRST ST	EL CAJON CITY LIMIT	BROADWAY	2	1,454	2" Mill/Inlay	29	\$56,860	\$72,780.70	0.06
LAKESIDE	PERSIMMON AV	EL CAJON CITY LIMIT	SECOND ST	2	500	2" Mill/Inlay	28	\$19,553	\$25,027.75	0.03
LAKESIDE	ORO ST	EL CAJON CITY LIMIT	BROADWAY	2	1,154	2" Mill/Inlay	28	\$45,128	\$57,764.05	0.09
LAKESIDE	ORO ST	EL CAJON CITY LIMIT	FLAMINGO AV	2	557	2" Mill/Inlay	28	\$21,782	\$27,880.92	0.03
LAKESIDE	ANZA ST	EL CAJON CITY LIMIT	BROADWAY	2	886	2" Mill/Inlay	24	\$34,648	\$44,349.18	0.05
LAKESIDE	SUMNER AV	EL CAJON CITY LIMIT	SECOND ST	2	603	2" Mill/Inlay	38	\$23,581	\$30,183.47	0.04
				12	5,154			\$201,551.62	\$257,986.07	0.30

Mill Inlay						
No.	Code	Item Description	Qty	Unit	Cost	Total
1		Prepare Water Pollution Control Program	1	LS	\$2,500	\$2,500
2		Construction Site Management	1	LS	\$21,000	\$21,000
3		Plane Asphalt Concrete Pavement (Full Width)	5,154	SY	\$4.00	\$20,616
4		Replace Asphalt Concrete Surfacing	57	CY	\$225	\$12,885
5		Tack Coat	1.9	TON	\$600	\$1,130
6		HMA Type A	687	TON	\$125	\$85,828
7		Pavement Delineation	1	LS	\$3,000.00	\$3,000
8		Field Orders	1	DLR	\$21,000	\$21,000
Base Subtotal						\$167,960
Contingency (20%)						\$33,592
Base Total						\$201,552

\$39.11

Exhibit C- Agreement Designating the County of San Diego as the Lead Agency for Project

Exhibit C-Lead Agency Agreement

AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT

This agreement is made between the County of San Diego (County) and City of El Cajon (City) under Title 14 California Code of Regulations 15051(d), designating the County as the lead agency under the California Environmental Quality Act (CEQA) for the City Project.

WHEREAS, the County and City desire the County to carry out the City Project pursuant to El Cajon Roadway Resurfacing project;

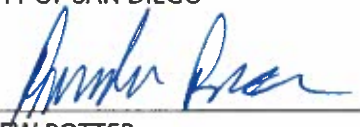
WHEREAS, the City currently has jurisdiction over a portion of the roadway where the City Project is located, and the City will fund one hundred percent (100%) of the City Project;

WHEREAS, both parties are public agencies that may each carry out or approve portions of the project, and both may have substantial claim to act as lead agency under CEQA;

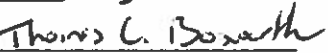
NOW THEREFORE, the parties agree that the County will act as the CEQA lead agency for the environmental review of the project and will have all discretion to fulfill the obligations of a CEQA lead agency with respect to the project.

IN WITNESS WHEREOF, this Agreement is executed by the City of El Cajon and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: 
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 5/13/25

Approved as to form this 9th day of
April, 2025.

BY: 
THOMAS BOSWORTH
County Counsel

City of El Cajon

BY: 
GRAHAM MITCHELL
City Manager
DATE: 10-1-2024

Approved as to form this 1st day of
October, 2024.

BY: 
MORGAN FOLEY
City Attorney

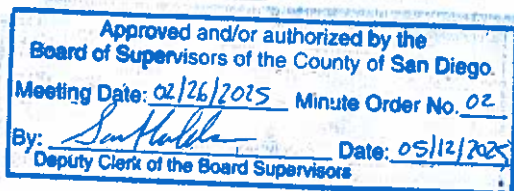


Exhibit D- City of El Cajon Insurance Requirements

Exhibit D – City of El Cajon Insurance Requirements

The City of El Cajon Insurance Requirements are as follows:

Standard Specifications for Public Works Construction ("The GREENBOOK") <http://www.greenbookspecs.org/> 2018, Document No. PWPI010119-01, Section 5-4 INSURANCE.

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance or self-insurance (collectively "insurance") described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate</u>	<u>Limit Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in

the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

2. All costs of defense shall be outside the limits of the policy.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:

- a) Ongoing operations performed by you or on your behalf,
- b) your products,
- c) your Work, e.g., your completed operations performed by you or on your behalf, or
- d) premises owned, leased, controlled, or used by you.

4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:

- a) Ongoing operations performed by you or on your behalf,
- b) your products, or
- c) premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF NATIONAL CITY

FOR

EUCLID AVENUE ROADWAY RESURFACING

This Service Agreement for the Euclid Avenue Roadway Resurfacing ("Agreement") is entered into this 12 day of May, 2025 by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of National City, a municipal corporation, (hereinafter "CITY") for Roadway Resurfacing of Euclid Avenue, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

- A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
- B. The COUNTY currently has a Roadway Resurfacing project for Euclid Avenue from Sweetwater Road northeast to end of County limits, and from beginning of County limits north to 24th Street, approximately 0.51 miles, which excludes work outside of the COUNTY'S jurisdiction ("COUNTY PROJECT").
- C. The CITY currently has jurisdiction over an approximately 1,220 foot (0.06 mile) section of Euclid Avenue, from end of County limits south, to 250 feet north of the intersection of Euclid Avenue and Sweetwater Road, south of the COUNTY PROJECT.
- D. COUNTY and CITY have mutually agreed that the CITY 0.06 mile portion of Euclid Avenue, is in need of roadway resurfacing.
- E. The CITY limit is either side of the COUNTY PROJECT "Exhibit A". All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
- F. The Roadway Resurfacing on Euclid Avenue will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of 2 inches to remove surface distresses and irregularities. Two inches of asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), dike replacement, utility coordination and striping the roadway.
- G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of one hundred and twelve thousand, nine hundred and sixty dollars and forty-two cents (\$112,960.42) as well as changes to the CITY PROJECT completed with prior CITY approval. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.

- I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services for which the CITY will reimburse COUNTY as shown on Exhibit "B", which is attached hereto and incorporated by this reference.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
4. To make written application to CITY for a Public Right-of-Way Permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating Lead Agency, to act as the Lead Agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or County statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the COUNTY public construction codes, California Labor Code, and California Public Contract Code.
6. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
7. To furnish qualified support staff to assist the Resident Engineer; such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. To construct the CITY PROJECT in accordance with approved PS&E documents.

9. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed \$112,960.42 (as shown in Exhibit B) to CITY for review and approval prior to final authorization by COUNTY.
10. To furnish CITY as-built plans, within one hundred and eighty (180) days following the completion and acceptance of the CITY PROJECT construction contract.
11. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall reimburse CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council approval if applicable.
2. To deposit with COUNTY, within 30 days of executing this agreement, full value (\$112,960.42) (the "Deposit"), as provided in "Exhibit B".
3. CITY agrees to approve the COUNTY or its contractors Public Right-of-Way Permit application authorizing entry onto CITY's right of way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT, if the proposed work meets CITY design and access requirements, within 45 days of the application being deemed complete. CITY agrees to reimburse COUNTY for COUNTY, or its contractor's, cost to obtain such permit and for any requirements of said permit not required by COUNTY's construction contract.
4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide oversight of the CITY PROJECT, to provide reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in processing of the CITY PROJECT.
6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement, subject to City Council approval if applicable.
7. CITY agrees that it shall be legally obligated to pay the full cost of the CITY PROJECT, including any costs associated with change orders reasonably necessary to complete the project, and that this liability shall not be reduced, excused or defended on the basis of the failure or refusal of the City Council to approve an amendment to this Agreement or budget necessary funds to pay the liability.
8. CITY agrees that COUNTY shall not be liable to CITY for any cost increases or liabilities resulting from any alleged errors or omissions in site investigation, utility coordination, engineering review, or other activities associated with, use in, and including the PSE for the CITY PROJECT and that COUNTY makes no representations or warranties regarding quality of work or materials for the CITY PROJECT. CITY is a third-party beneficiary of the CITY PROJECT work to be included

in the COUNTY contract per Section 1 and COUNTY agrees to assign any warranties or other contractual rights it may have to CITY for the CITY PROJECT portion of the work.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including a twenty percent (20%) contingency, is estimated to be one hundred and twelve thousand, nine hundred and sixty dollars and forty-two cents (\$112,960.42) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COUNTY Construction Cost Estimate is identified, COUNTY and CITY shall endeavor to agree upon a course of action in a timely manner to avoid construction delay, contractor mobilization or similar costs.
4. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until a Public Right-of-Way Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. Parties shall obtain and/or cause any agent, subcontractor or other representative of that Party to maintain insurance at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name National City, its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and that additional insured certificates be provided to CITY as specifically set forth in Exhibit D, National City Insurance Requirements. COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify National City, its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY'S sole negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership. COUNTY shall have no liability for any claims within the scope of insurance provided by the COUNTY's contractor, and any insurance or self-insurance maintained by COUNTY shall not be obligated for any such insured claims.
6. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT. CITY shall accept responsibility for maintenance of CITY PROJECT upon receipt of a notice of completion from COUNTY.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.

8. In the event that either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement for default. Termination by CITY for default after the award of a construction contract shall not excuse CITY from paying for the CITY PROJECT work completed prior to termination. If COUNTY's contractor has the legal right to complete work per the awarded contract, CITY's termination for default shall not excuse the CITY from liability to the contractor for completion or damages for failure to allow completion of the CITY PROJECT.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.
11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.
12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the City and County of San Diego, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.
14. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the Parties, and are intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
17. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
18. The CITY PROJECT shall be awarded and completed in conformity with all applicable federal, State, and County laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses,

permits, notices and certificates as are required. The COUNTY as the Party responsible for overseeing the contract work shall ensure compliance with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. In addition to any applicable federal or State laws, rules, or regulations, COUNTY shall comply with CITY requirements imposed for access to CITY right-of-way and design requirements included in the PSE at the request of the CITY.

19. Any party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by each party's administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.
21. This Agreement shall become effective on the date all of the parties have signed this Agreement and be in force until the latter of two years from the execution date or the completion and final payment by CITY for CITY PROJECT.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: William P. Morgan, Interim Director of Public Works
5510 Overland Ave, Suite 410
San Diego, CA 92123
Phone: (858) 694-2233

CITY:

City of National City Department of Engineering & Public Works
Attn: Stephen Manganiello, Director of Public Works / City Engineer
1243 National City Blvd
National City, CA 91950
Phone: (619) 336-4380

Attachments:

1. EXHIBIT A – PROJECT MAP
2. EXHIBIT B – CITY ESTIMATED PROJECT COSTS
3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – NATIONAL CITY INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of National City and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: 

ANDREW POTTER

Executive Officer/ Clerk of the Board of Supervisors

DATE: 5/13/25

CITY OF NATIONAL CITY

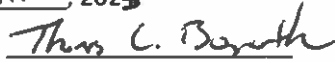
BY: 

RON MORRISON

Mayor

DATE: 10/24/2024

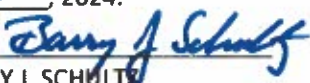
Approved as to form this 21 day of
April, 2025

BY: 

THOMAS BOSWORTH

County Counsel

Approved as to form this 22 day of
Oct., 2024.

BY: 

BARRY J. SCHULTZ

City Attorney



EXHIBIT A

County DPW Resurfacing Exhibit - Euclid Avenue

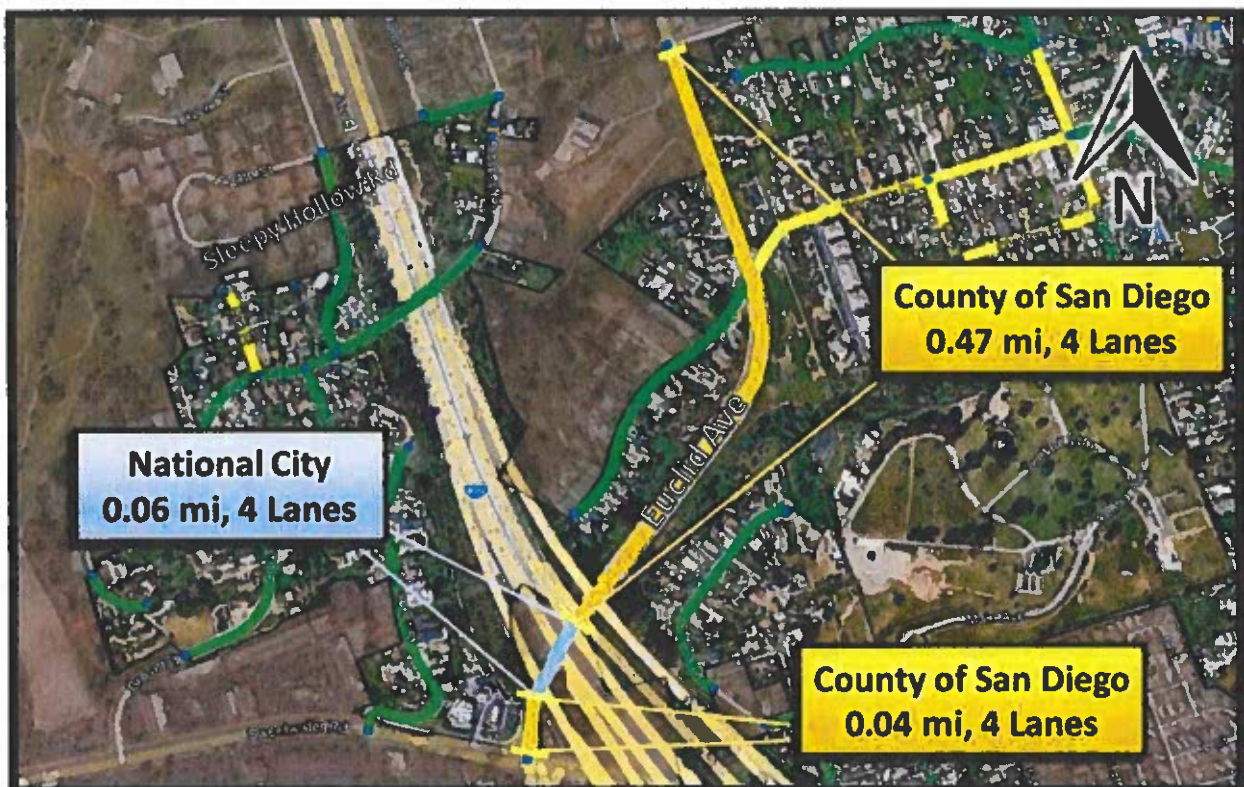


EXHIBIT B

SUPERVISORIAL DISTRICT 1										
County Planning Group	Road Name	FROM	TO	# LANES	Area (SY)	Treatment	PCI	Est Construction Cost	Est Total Cost (Cost + 25%)	City Length (mi)
COUNTY(1SL)	EUCLID AV	NATIONAL CITY LIMIT	NATIONAL CITY LIMIT	4	2,368	2" Mill/Inch	54	\$88,250	\$112,968.42	0.06
				TOTAL	2,368			\$88,250.00	\$112,968.42	0.06

Mill Inlay						
No.	Code	Item Description	Qty	Unit	Cost	Total
1		Prepare Water Pollution Control Program	1	LS	\$500	\$500
2		Construction Site Management	1	LS	\$5,000	\$5,000
3		Place Asphalt Concrete Pavement (Full Width)	2,368	SY	\$4.00	\$9,472
4		Replace Asphalt Concrete Surfacing	39	CY	\$225	\$8,775
5		Tack Coat	0.9	TON	\$600	\$540
6		HMA Type A	341	TON	\$125	\$42,625
7		Pavement Delinision	1	LS	\$1,500.00	\$1,500
8		Field Orders	1	DLR	\$5,000	\$5,000
					Base Subtotal	\$73,842
					Contingency (20%)	\$14,768
					Base Total	\$88,610

\$37.30

EXHIBIT C

AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT

This agreement is made between the County of San Diego (County) and the City of National City (City) under Title 14 California Code of Regulations 15051(d), designating the County as the lead agency under the California Environmental Quality Act (CEQA) for the City Project.

WHEREAS, the County and City desire the County to carry out the City Project pursuant to Roadway Resurfacing of Euclid Avenue;

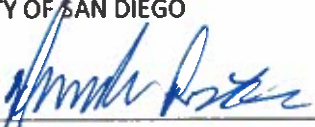
WHEREAS, the City currently has jurisdiction over a portion of the roadway where the City Project is located, and the City will fund one hundred percent (100%) of the City Project;

WHEREAS, both parties are public agencies that may each carry out or approve portions of the project, and both may have substantial claim to act as lead agency under CEQA;

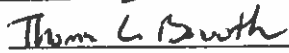
NOW THEREFORE, the parties agree that the County will act as the CEQA lead agency for the environmental review of the project and will have all discretion to fulfill the obligations of a CEQA lead agency with respect to the project.

IN WITNESS WHEREOF, this Agreement is executed by the City of National City and the County of San Diego, acting by and through their authorized officers.


COUNTY OF SAN DIEGO

BY: 
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 5/13/25

Approved as to form this 9th day of
April, 2025

BY: 
THOMAS BOSWORTH
County Counsel

CITY OF NATIONAL CITY

BY: 
RON MORRISON
Mayor
DATE: 10/24/2024

Approved as to form this 22 day of
Oct, 2024.

BY: 
BARRY J. SCHULTZ
City Attorney

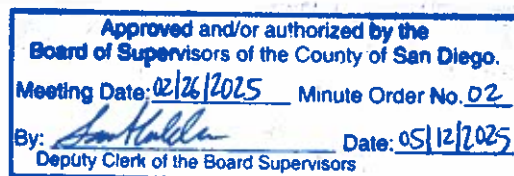


EXHIBIT D
City of National City Insurance Requirements

The City of National City Insurance Requirements are as follows:

Standard Specifications for Public Works Construction ("The GREENBOOK") <http://www.greenbookspecs.org/>
2018, Document No. PWPI010119-01, Section 5-4 INSURANCE.

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance or self-insurance (collectively "insurance") described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate</u>	<u>Limit Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in

the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

2. All costs of defense shall be outside the limits of the policy.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:

- a) Ongoing operations performed by you or on your behalf,
- b) your products,
- c) your Work, e.g., your completed operations performed by you or on your behalf, or
- d) premises owned, leased, controlled, or used by you.

4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:

- a) Ongoing operations performed by you or on your behalf,
- b) your products, or
- c) premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

COSD CLERK OF THE BOARD
2025 MAY 6 AM 8:40

March 25, 2025

COSD CLERK OF THE BOARD
2025 MAY 12 AM 11:19

TO: Andrew Potter, Clerk of the Board of Supervisors

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

**AMENDMENT TO THE REVENUE CONTRACT BETWEEN PLANNING AND
DEVELOPMENT SERVICES AND THE 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 an amendment to the agreement with Planning and Development Services and the Sheriff's Office, for Background Investigations for Cannabis Facility Operating Certificates.

The value of this contract will not exceed \$249,999. The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Department
Contracts Division
Attn: Rina Molina
Mail Stop: O-41
Rina.Molina2@sdsheriff.gov

If you have any questions regarding this request, please contact Rina Molina at (858) 480-5561.



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: 3/25/25 Department: SHERIFF
Contract Begin Date: amendment End Date: Grant: NO
*Oracle Award #: PENDING Org #: 39605 Amount: \$249,999
Contact Person: Rina Molina Phone #: (858) 480-5561
Contracting Agency/Grantor: Planning and Development Services
Description: Law Enforcement Services for Background Investigations for Cannabis Facility Operating Certificates.


- ☒ 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: 3/25/2025

Approved By:

Group Finance Director:




Date: 4.30.25

County Counsel:




Date: 5/6/25

Chief Administrative Officer:



Date: 5/11/25

Office of Financial Planning:



Date: 5/12/25

* 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:

OL

OFF#:

25-86



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

March 25, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Department

**AMENDMENT TO THE REVENUE CONTRACT BETWEEN PLANNING AND
DEVELOPMENT SERVICES AND THE 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 Planning and Development Services to provide law enforcement security services for the Background Investigations for Cannabis Facility Operating Certificates.

The value of this contract will not exceed \$249,999. 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 Living Safely Initiative of the County's Strategic Plan.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Contracts Division



San Diego County SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

From: Rina Molina, (858) 480-5561	Bureau/Division, or Section: MSB- Contracts	Date: March 25, 2025
--------------------------------------	--	-------------------------

Subject:
Planning and Development Services, Background Investigations for Cannabis Facility Operating Certificates - \$249,999.

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

COMMENTS:

Please email a copy and return the two (2) signed copies of the agreement to Rina Molina, Contracts Division, Mail Stop: 041; Rina.Molina2@sdsheriff.gov.

Thank you.

**MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF SAN DIEGO SHERIFF'S
OFFICE AND PLANNING & DEVELOPMENT SERVICES
BACKGROUND INVESTIGATIONS FOR CANNABIS FACILITY OPERATING
CERTIFICATES**

Planning & Development Services ("PDS") and the **County of San Diego Sheriff's Office** ("Sheriff") enter into this amendment ("Amendment") to amend the above-referenced Memorandum of Understanding ("MOU") as described herein.

Amendment Effective Date: Date when signed by County of San Diego Clerk of the Board. _____

Description of MOU Change(s):

1. PDS responsibilities under this MOU: Section III.C is added: PDS agrees to pay an hourly rate for the background investigation of \$67.61 as documented in Attachment G through monthly invoices. The rate charged for said services by the Sheriff pursuant to this agreement shall be adjusted annually to reflect the approximate actual cost to the Sheriff. The annual adjustment shall be determined by the Sheriff and submitted to PDS in writing once available.
2. Attachments: Section VII to include Attachment G – Initial Fee for Service.
3. Contact Information: Sheriff's Office point of contact on Section VIII is changed to the following:

Stacey Smith
Licensing Manager
County of San Diego Sheriff's Office
9621 Ridgehaven Court San Diego, CA 92123
(858) 974-2140

4. Purpose & Scope: Section I, second sentence is amended: The Sheriff shall conduct background investigations on responsible parties for cannabis facilities and/or applicants for cannabis facility operating certificates.
5. References in the MOU to the Sheriff's Department are removed and replaced with Sheriff's Office. These include the Introduction paragraph, and Sections: III.B, IV.B, and IV.C.
6. Contact Information: PDS' point of contact on Section VIII is changed to the following:

Conor McGee
Chief, Code Compliance
County of San Diego, Planning & Development Services
5510 Overland Ave., Suite 210, San Diego, CA 92123
(619) 695-8017

All other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, City and Sheriff have executed this Amendment effective as of the date set forth above. This Amendment is not valid unless signed by County of San Diego Clerk of the Board.

PLANNING & DEVELOPMENT SERVICES

By: [Signature]
CONOR MUGEE, CHIEF, CODE COMPLIANCE

Date: 3/6/25

COUNTY OF SAN DIEGO SHERIFF'S OFFICE

By: [Signature]
KELLY A. MARTINEZ, SHERIFF

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
for REGAN SAVALLA
Senior Deputy County Counsel

Date: 2/24/25

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
MARK DAY
Senior Deputy County Counsel

Date: 5/6/2025

COUNTY OF SAN DIEGO

By: [Signature]
ANDREW POTTER
Clerk of the Board

Date: 5/13/25

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: [Signature] Date: 5/12/25
Deputy Clerk of the Board Supervisors

MEMORANDUM OF UNDERSTANDING:

Background Investigations for cannabis facility operating certificates

This Memorandum of Understanding or ("MOU") is made by and among the County of San Diego, **Planning & Development Services**, a public agency herein called ("**PDS**"), and the **San Diego County Sheriff's Department**, a law enforcement agency, herein called ("**Sheriff**").

I. PURPOSE & SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to background investigation services. Until PDS acquires access to the required State and Federal databases, the Sheriff shall conduct background investigations on responsible parties for cannabis facilities and/or applicants for cannabis facility operating certificates.

II. BACKGROUND

On May 24, 2022 (21), the Board directed the CAO to explore the transfer of the cannabis licensing program from the Sheriff to PDS for the existing five licensed cannabis dispensaries, and to return to the Board with options for the Cannabis Facility Operation Certificate fee.

On October 26, 2022 (6) and November 16, 2022 (1) the Board approved the transfer of the cannabis licensing program to PDS and Resolution 22-156 granted PDS the ability to request access to State and Federal Criminal history information for cannabis licensing purposes.

In accordance with the County of San Diego County Code of Regulatory Ordinances (SDCCRO), Section 21.104 an applicant is subject to investigation. Pursuant to SDCCRO Section 25.2503 an Operating Certificate may not be issued where a responsible party has a felony conviction.

PDS has not yet received permission from the F.B.I. to access the criminal histories of applicants. PDS requests the Sheriff conduct background investigations utilizing Live Scan and share that information with PDS until PDS has access to State and Federal Criminal history information.

III. PDS RESPONSIBILITIES UNDER THIS MOU

- A. Application Intake – PDS Code Compliance shall receive and process applications for owners or responsible parties for a cannabis facility. Following PDS's determination that the application is complete, PDS shall provide a copy of the application and the identifying information for the applicants and/or responsible parties to the Sheriff's licensing staff for a background investigation.
- B. After receiving a recommendation from the Sheriff's Department, it is at PDS' discretion to continue with the application process.

IV. SHERIFF RESPONSIBILITIES UNDER THIS MOU

- A. Background Investigation - After receiving a complete application from PDS, the Sheriff shall conduct background investigations in accordance with SDCCRO Section 21.107 as part of the application investigation in accordance with SDCCRO Section 21.107.
- B. For a new applicant or responsible party, the Sheriff's Department shall make a recommendation to PDS if the applicant(s) meets the requirements of SDCCRO Sections 21.108 and 25.2503(l) within 10 business days of receiving the LiveScan fingerprint results from the California Department of Justice.
- C. For a renewing applicant or responsible party, the Sheriff's Department shall make a recommendation to PDS if the applicant(s) meets the requirements of SDCCRO Sections 21.108 and 25.2503(l) within 10 business days of receiving the completed application.

V. AMENDMENTS TO THE MOU

Either party may propose amendments to this MOU by providing written notice of such amendments to the other party. This MOU may only be amended by a written amendment signed by each party's administrative body.

VI. TERMINATION FOR CONVENIENCE

Either party may, by written notice stating the extent and effective date terminate this MOU for convenience in whole or in part, at any time. If the agreement is terminated, the Sheriff shall continue to provide services until the effective date of such termination. If the Sheriff elects to terminate this MOU, the Sheriff shall provide a minimum of 30 days' notice to PDS prior to the ceasing activities.

VII. ATTACHMENTS

Attachment A - County of San Diego Board of Supervisors Statement of Proceedings, May 24, 2022

Attachment B - County of San Diego Board of Supervisors Statement of Proceedings, October 26, 2022

Attachment C - County of San Diego Board of Supervisors Statement of Proceedings, November 16, 2022

Attachment D - Resolution 22-156

Attachment E - San Diego County Code of Regulatory Ordinances, Title 2, Ch 1

Attachment F - San Diego County Code of Regulatory Ordinances, Title 2, Ch 25

VIII. CONTACT INFORMATION

PLANNING & DEVELOPMENT SERVICES:

Brent Panas
Chief, Code Compliance
County of San Diego, Planning & Development Services
5510 Overland Ave., Suite 310, San Diego, CA 92123
(858) 495-5352

SHERIFF'S DEPARTMENT

Edna Rains
License Manager
County of San Diego Sheriff's Department
9621 Ridgehaven Court, San Diego CA 92123
(858) 974-2093

IX. EFFECTIVE DATE AND SIGNATURE

This MOU shall become effective on the date all of the parties have signed this MOU and shall remain in effect until terminated by either party.

PLANNING & DEVELOPMENT SERVICES

Brent Panas
Digitally signed by Brent
Panas
Date: 2023.06.07
07:54:50 -0700

Brent Panas, Chief
Code Compliance Division

SHERIFF'S DEPARTMENT

Rains, Edna
Digitally signed by Rains,
Edna
Date: 2023.06.02
10:58:52 -0700

Edna Rains, Manager
License & Criminal Registration Division

**SAN DIEGO COUNTY SHERIFF'S OFFICE
FY 2023-24 INITIAL FEE FOR SERVICE**

San Diego County Code of Regulatory Ordinances
PC 26190 (b) (1)

Licensing Specialist								
Service(s)	Hours (1)	Rates			Sub-Totals			Total Fee (8)
		Salaries & Benefits (2)	Services & Supplies (3)	Overhead (4)	Salaries & Benefits (5)	Services & Supplies (6)	Overhead (7)	
Application Process	1.0	\$ 50.63	\$ 2.15	29.30%	\$ 50.63	\$ 2.15	\$ 14.83	\$ 67.61
Background Process & Investigation	4.5	\$ 50.63	\$ 2.15	29.30%	\$ 227.84	\$ 9.68	\$ 66.76	\$ 304.27
Issue License	1.0	\$ 50.63	\$ 2.15	29.30%	\$ 50.63	\$ 2.15	\$ 14.83	\$ 67.61

Services	Total Hours	Licensing Specialist	Licensing Supervisor	Licensing/CIU Detective (Deputy)	Crime & Intelligence Analyst	Operations Supervisor	Totals By Service
Application Process	1.0	\$ 67.61	\$ -	\$ -	\$ -	\$ -	\$ 67.61
Background Process & Investigation	4.5	\$ 304.27	\$ -	\$ -	\$ -	\$ -	\$ 304.27
Review	5.5	\$ -	\$ 199.29	\$ 316.64	\$ -	\$ 84.32	\$ 600.25
Issue License	1.0	\$ 67.61	\$ -	\$ -	\$ -	\$ -	\$ 67.61
Compliance Inspection	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals by Position	12.0	\$ 439.49	\$ 199.29	\$ 316.64	\$ -	\$ 84.32	\$ 1,039.75

Footnote Explanations

(1) As per "CCW Initial Fee Study- 2024" document

(2) Source: FY 2022-2023 Budget Unit Labor Cost (BULC) Report, Payroll Period 1-26

(3) Source: Attachment A - Annualized Supplies & Materials Rate for Professional and Sworn Staff

(4) Source: FY 2023-2024 ICRP (Indirect Cost Rate Proposal) - LESB w/ or w/o Vehicle Rate

(5) Formula: Hours x Salaries & Benefits Rate

(6) Formula: Hours x Services & Supplies Rate

(7) Formula: Overhead Rate x Salaries & Benefits Sub-Total

(8) Formula: Salaries & Benefits Sub-Total + Services & Supplies Sub-Total + Overhead Sub-Total



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 9, 2025

COSD CLERK OF THE BOARD
2025 MAY 15 AM 10:54

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 LSU ALUMNI OF SAN DIEGO

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

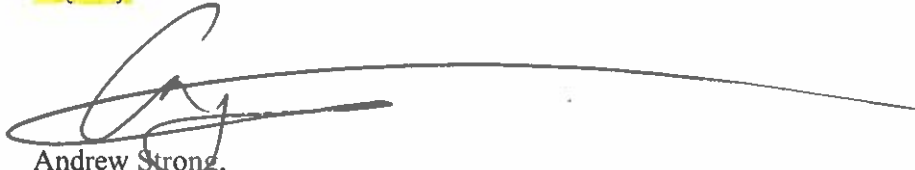
Enclosed is a revenue agreement with the LSU Alumni of San Diego and the County of San Diego, Sheriff's Office, for law enforcement security services for LSU Crawfish Boil, on May 17, 2025.

The value of this contract will not exceed \$9,058.88 The exact amount will be determined by the amount of cost for actual usage.

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

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

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



Andrew Strong,
Deputy Chief Administrative Officer

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

Date: 5/9/25 Department: SHERIFF

Contract Begin Date: 5/17/25 End Date: 5/17/25 Grant: NO

*Oracle Award #: 508870 Org #: 39447 Amount: \$9,058.88

Contact Person: Christy Moreno Phone #: (858) 314-9615


Contracting Agency/Grantor: LSU Alumni of San Diego


Description: Law Enforcement Security Service for the LSU Crawfish Boil


- ☒ 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: Gapuz, Dane Dig tally signed by Gapuz, Dane
Date: 2025.05.09 12:29:17 -07'00' Date: 05/09/2025

Approved By:

Group Finance Director:  Date: 5/12/25

County Counsel:  Date: 5/13/25

Chief Administrative Officer:  Date: 5/12/25

Office of Financial Planning:  Date: 5/13/2025

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

Attachments:

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

OFF USE ONLY
Init: TK OFF#: 25-87



San Diego County SHERIFF'S OFFICE

MEMORANDUM/ROUTE SLIP

From: Christy Moreno, (858) 314-9615		Bureau/Division, or Section: MSB - Contracts						Date: May 9, 2025					
Subject: Reimbursable Services Agreement - LSU Alumni of San Diego , LSU Crawfish Boil on May 17, 2025 - \$9,058.88													
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, Sheriff's Contract 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, Public Safety Group <i>KGC</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, Public Safety Group <i>ang</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>MW</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:													
Other: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop O-41													
Thank you.													



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

May 9, 2025

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

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE LSU ALUMNI OF SAN DIEGO PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the LSU Alumni of San Diego to provide law enforcement security services for LSU Crawfish Boil on May 17, 2025.

The value of this contract will not exceed \$9,058.88. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

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

KELLY A. MARTINEZ, SHERIFF

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

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE LSU ALUMNI OF SAN DIEGO INC., THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #70**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 8th day of May 2025 by and between the LSU Alumni of San Diego Inc. (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

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

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the LSU Crawfish Boil.
2. The term of this Agreement shall commence on May 17th, 2025, at 9:30AM, and shall continue in effect through and terminate after May 17th, 2025, at 6:00PM.
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:

LSU Alumni of San Diego INC
(Event Name: LSU San Diego Crawfish Boil)
C/O: Kevin Hellman
4876 Mt. Royal Place
San Diego CA 92117
619-549-2644
crawfish@isusandiego.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

Dane Gapuz

Signature

Title/Rank

Dane Gapuz
Sheriff's Contract Manager

Print Name

Kevin Hellman
LSU Alumni of San Diego, Inc

Kevin Hellman

Signature

Title/Rank

Kevin Hellman

Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Monica Hall

Signature- Senior Deputy County Counsel

Monica Hall

Print Name

COUNTY OF SAN DIEGO

Andrew Potter

Signature- Clerk of the Board

Andrew Potter

Print Name

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

By: Sam Halla Date: 05/15/2005
Deputy Clerk of the Board Supervisors

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

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

EXHIBIT A

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST <i><u>WITH</u></i> <i><u>OVERHEAD*</u></i>	TOTAL
Deputy	6	8.0		\$ 156.85	\$ 7,528.80
Sergeant	1	8.0		\$ 191.26	\$ 1,530.08
Add'l Positions: <i>(Specify on Lines Below)</i>					\$ -
Lieutenant	1			\$ 218.61	\$ -
Dispatcher	1			\$ 100.33	\$ -
					\$ -
				Sub-Total	\$ 9,058.88
				TOTAL	\$ 9,058.88
Vehicle Minimum or Mileage				\$ 59.96	\$ -
Motorcycle Mileage					\$ -
				TOTAL	\$ -
Other Expenses: <i>(List)</i>					\$ -
					\$ -
				TOTAL	\$ -
				TOTAL ESTIMATED COSTS	\$ 9,058.88

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



COUNTY OF SAN DIEGO
**HEALTH AND HUMAN
SERVICES AGENCY**

Memorandum

COSD CLERK OF THE BOARD
2025 MAY 8 PM1:41

To: Clerk of the Board
CC: County Counsel
From: Jennifer
Date: April, 2025
Re: UCSD GWEP Subaward Agreement 707247

OUR MISSION

Aging & Independence Services improves the quality of life, advances equity, and fosters dignity for older adults and persons with disabilities by providing information and essential services for health, safety, and independence.

Enclosed please find the following:

- (2) *Original Full Agreements*
- (1) *Original First Pages*
- (1) *Minute Order*

County Counsel: Please review and sign the signature page, page 1, and return via email to Jennifer.Staples@sdcounty.ca.gov, I will then forward the original documents, along with print outs of the Counsel approved signature page to the Clerk of the Board.

Clerk of the Board: Please retain (1) *Original Full Agreement* for your records. Sign and return (1) *Original Full Agreement* and (1) *Original First Pages*, with **original signatures only (no signature stamps)**, to:

Jennifer Staples
Aging & Independence Services (AIS)
MS: W433
858-226-1132

Please forward this Cover Sheet with documents

From Source:
To CC / COB:
From COB:
To Source:
From Source:

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, APRIL 30, 2024**

MINUTE ORDER NO. 7

SUBJECT: AUTHORIZE ACCEPTANCE OF OLDER ADULT SERVICES REVENUE AGREEMENTS, MEMORANDUM OF UNDERSTANDING, AND GRANTS FOR FISCAL YEAR 2024-25, AND AUTHORIZE APPLICATION FOR FUTURE FUNDING OPPORTUNITIES FOR PROGRAMS SERVING OLDER ADULTS AND PERSONS WITH DISABILITIES (DISTRICTS: ALL)

OVERVIEW

The County of San Diego (County) Health and Human Services Agency, Aging & Independence Services (AIS) serves as the region's federally designated Area Agency on Aging (AAA) and administers programs focused on the safety and well-being of older adults and persons with disabilities. These services align with the Aging Roadmap, the County regional plan to ensure the region has programs and communities that equitably support the needs and leverage the contributions of all older adults in the county. On May 2, 2023 (4), the San Diego County Board of Supervisors (Board) approved Fiscal Year (FY) 2023-24 revenue agreements to fund various programs that support older adults and persons with disabilities, allowing them to remain safely in their homes and access needed community resources. Subsequently, on January 23, 2024 (2), the Board approved an additional FY 2023-24 revenue agreement to further support and expand these programs and services. These programs and services support the goals and objectives established in the AIS 2024-2028 Area Plan, approved by the Board on April 9, 2024 (6). Required by the Older Americans Act (OAA), the AIS Area Plan 2024-2028 details how AIS will utilize funds received through the OAA to provide services that meet the identified needs of older adults, persons with disabilities, and their caregivers throughout the county.

The California Department of Aging is transitioning from revenue agreements to a multi-year memorandum of understanding (MOU) for the Area Plan and Medicare Improvements for Patients and Providers Act Program and intends to transition to an MOU for the Health Insurance Counseling and Advocacy Program. The process for this transition is currently underway, however it is not yet known when the Health Insurance Counseling and Advocacy Program MOU will be finalized. This item requests the Board authorize acceptance of \$33,284,979 of federal and State revenue agreements, MOU, and grants for FY 2024-25 to support these programs and services.

If approved, today's action would authorize acceptance of funding through revenue agreements, MOU, and grants, and authorize Clerk of the Board to execute revenue agreements, MOU, and grants upon receipt, and authorize the Agency Director, Health and Human Services Agency to pursue future funding opportunities.

This action supports the County vision of a just, sustainable, and resilient future for all, specifically those communities and populations in San Diego County that have been historically left behind, as well as our ongoing commitment to the regional *Live Well San Diego* vision of healthy, safe and thriving communities. This will be accomplished by ensuring the County will continue to receive federal, State, and other funding to administer necessary programs and services for older adults, persons with disabilities, and their caregivers.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Waive Board Policy B-29: Fees, Grants, Revenue Contracts - Department Responsibility for Full Cost Recovery, which requires full cost recovery of grants and revenue contracts.
2. Approve and authorize the Clerk of the Board to execute, upon receipt, the following revenue agreements, memorandum of understanding, and grants:
 - California Department of Aging Agreements
 - o Older Californians Act Modernization (OM-2223-23 & NM-2324-23)
 - o Health Insurance Counseling and Advocacy Program (HI-2425-23)
 - o CalFresh Expansion and SNAP-Ed/CalFresh Healthy Living (CF-2223-23)
 - o Multipurpose Senior Services Program (MS-2425-07)
 - California Department of Aging Memorandum of Understanding for Area Plan services, Health Insurance Counseling and Advocacy Program, and Medicare Improvements for Patients and Providers Act Programs (AAA-2425-23)
 - San Diego Gas & Electric (Cool Zone program)
 - Partners in Care Foundation
 - Veterans Administration San Diego Healthcare System (Veteran Directed Home and Community Based Service Program)
 - San Diego State University Research Foundation/Geriatric Workforce Enhancement Program
 - University of California San Diego - Dementia Aware
3. Authorize the Clerk of the Board, subject to the approval of the Agency Director, Health and Human Services Agency or designee, to execute all required documents related to the revenue agreements, memorandum of understanding, and grants in Recommendation 2, including any extensions, amendments or revisions thereto that do not materially impact either the program or the funding level.
4. Authorize acceptance of the grant from the Corporation for National & Community Service for the Retired Senior and Volunteer Program.
5. Authorize the Agency Director, Health and Human Services Agency or designee, to apply for future funding opportunities that support programs serving older adults, persons with disabilities and their caregivers.

EQUITY IMPACT STATEMENT

There are approximately 710,000 San Diegans over the age of 60, and by 2030, that number is expected to grow to more than 850,000. Additionally, the population over the age of 85 in San Diego County is projected to diversify and grow faster than any other age group. The County of San Diego (County) Health and Human Services Agency, Aging & Independence Services (AIS) provides a wide array of services to meet the needs of this growing population and ensures the welfare of older adults, caregivers, and persons with disabilities. Community input regarding resources, services, and programs related to funding sources included in today's request began in Fall 2023. AIS conducted 17 community feedback sessions with older adults, caregivers, persons with disabilities, and service providers across a range of topic areas and localities throughout the county for programs and services included in the Aging Roadmap and Area Plan. Many underserved communities including people of color, individuals with limited English proficiency, LGBTQI+ individuals, persons with Alzheimer's Disease and related

dementias, and low-income individuals provided input to AIS during feedback sessions. Additionally, AIS conducted a public hearing on March 11, 2024 for the Area Plan, where services recipients and other members of the public provided input on the resources, services, and programs related to many of the funding sources included in today's request. Translation services for the feedback sessions and public hearing were made available in county threshold languages. AIS also advertised the public hearing in all of the county threshold languages.

AIS will continue to seek community input and feedback through public hearings held annually during the annual update of the Area Plan, a planning document required by the Older Americans Act (OAA), detailing how AIS will utilize funds received through the OAA to provide services that meet the identified needs of older adults, persons with disabilities and their caregivers throughout the county. Community input and collaboration are also obtained through Aging Roadmap community teams, comprised of community members, subject matter experts, and County staff to develop and implement goals in the 10 priority areas of the Aging Roadmap. Today's recommendations will allow the County to continue administering vital programs and services for older adults and persons with disabilities, improving the quality of life for equity-seeking groups of all ages, including Black, Indigenous, and people of color, women, persons with disabilities, immigrants, and the LGBTQI+ community.

SUSTAINABILITY IMPACT STATEMENT

Working with partners to improve and expand programs and services that contribute to the safety and welfare of older adults and persons with disabilities will advance the County of San Diego (County) Sustainability Goal #1 to engage the community in meaningful ways; Sustainability Goal #2 to provide just and equitable access to County services; and Sustainability Goal #4 to protect the health and well-being of everyone in the region. Specifically, programs and services provided with this funding allow older adults and persons with disabilities to remain safely in their homes and access necessary community resources. Additionally, the funded programs help meet the needs of caregivers, reduce isolation, and increase social connections. These efforts are designed to improve the overall health and well-being and reduce barriers for underserved populations, which benefits individuals, and the community at large, who include younger generations today and as they age.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year (FY) 2024-25 CAO Recommended Operational Plan in the Health and Human Services Agency. If approved, this request will result in costs of \$34,018,262 and revenue of \$33,284,979 in FY 2024-25. The funding sources are:

- State General Fund, Federal Medicaid Program;
- Titles III and VII of the Older Americans Act;
- Older Californians Act Modernization;
- Federal and State Health Insurance Counseling and Advocacy Program;
- Federal SNAP-ED/CalFresh - Healthy Living, U.S. Department of Health and Human Services;
- Partners In Care Foundation;
- San Diego Gas & Electric;
- Veterans Administration San Diego Healthcare System;
- San Diego State University Research Foundation;
- Corporation for National & Community Service; and
- University of California San Diego.

A waiver of Board Policy B-29 is requested because the funding does not offset all costs. B-29 costs are \$733,283 for FY 2024-25 and will be funded with existing General Purpose Revenue allocated for these programs. The public benefit for providing these services, which allow older adults and those with disabilities to remain safely in their homes and access resources, far outweighs these costs. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Desmond, seconded by Supervisor Lawson-Remer, the Board of Supervisors took action as recommended, on Consent.

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

State of California)
County of San Diego) §

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

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter



FDP Cost Reimbursement Subaward

Federal Awarding Agency: National Institutes of Health (NIH)

Pass-Through Entity (PTE):

University of California San Diego

Subrecipient:

AGING & INDEPENDENCE SERVICES - COUNTY OF SAN DIEGO

PTE PI: Roopali Gupta

Sub PI: Kristen Smith

PTE Federal Award No: 1 U1Q HP53055-01-00

Subaward No: 707247

Project Title: Geriatrics Workforce Enhancement Program

Subaward Budget Period:

Start: 07/01/2024

End: 06/30/2025

Amount Funded This Action (USD): \$ 80,000.00

Estimated Period of Performance:

Start: 07/01/2024

End: 06/30/2029

Incrementally Estimated Total (USD): \$

Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Administrative Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

Name:

Date:

Title:

By an Authorized Official of the Subrecipient:

Name:

Date:

Title:

Andrew Potter

Clerk of the Board

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

Meeting Date: 04/30/2024 Minute Order No. 07

By: [Signature] Date: 05/08/2025

Deputy Clerk of the Board Supervisors

APPROVED AS TO FORM AND LEGALITY

[Signature] 4/24/2025

FDP DEC 2020

Attachment 1
Certifications and Assurances

Subaward Number:

707247

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

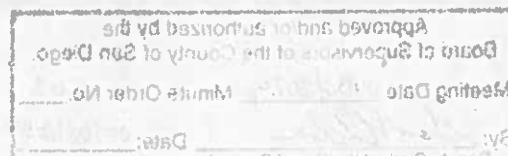
The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.



Attachment 2
Federal Award Terms and Conditions

Subaward Number

707247

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

National institutes of health

Federal Award Issue Date FAIN Assistance Listing No.

05/22/24 U1Q53055 93.969

Assistance Listing Program Title (ALPT)

Geriatric Education Centers Program

Key Personnel Per NOA

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<http://grants.nih.gov/policy/notices.htm>
2. 2 CFR 200 and 45 CFR Part 75.
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<http://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: NIH - 42 CFR Part 50 Subpart F

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

NIH Terms and Conditions

The Clinical Trial Indicator in Section IV of the PTE's NOA is stated as:

Multiple PIs (MPI)**Certificate of Confidentiality:**

The Parties agree that this research funded in whole or in part by the National Institutes of Health ("NIH"), is subject to NIH Policy NOT-OD-17-109 (the "Policy") and therefore is deemed under the Policy to be issued a Certificate of Confidentiality ("Certificate") should the conditions outlined within the Policy apply. Accordingly, the subrecipients who collect or receive identifiable, sensitive information are required to adhere to the Policy and protect the privacy of individuals who are subjects of such research in accordance with the Policy and subsection 301(d) of the Public Health Service Act (the "PHS Act").

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

707247

PTE Information

Entity Name: University of California San Diego

Legal Address: 9500 Gilman Drive #0934
La Jolla CA 92093-0934

Website: <http://www.ucsd.edu/>

PTE Contacts

Central Email: subawards@ucsd.edu

Principal Investigator Name: Roopali Gupta

Email: rog007@ucsd.edu

Telephone Number:

Administrative Contact Name: Jeffrey Graham

Email: j1graham@health.ucsd.edu

Telephone Number: N/A

COI Contact email (if different to above): coi@ucsd.edu

Financial Contact Name: (same as above Administrative Contact)

Email:

Telephone Number:

Email invoices? ☒ Yes ☐ No Invoice email (if different): <http://connect.transcepta.com/ucsd>

Authorized Official Name: Derek Jackson

Email: djackson@ucsd.edu

Telephone Number: 858-534-1915

PI Address:

9500 Gilman Drive #0975
La Jolla CA 92093-0

Administrative Address:

9500 Gilman Drive #8797
La Jolla CA 92093-0

Invoice Address:

UCSD Disbursements
<http://connect.transcepta.com/ucsd>
9500 Gilman Dr. Mailcode #0955
La Jolla, CA 92093-0955

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

707247

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name:

County of San Diego

EIN No.:

956000934

Institution Type:

County Government

UEI / DUNS:

E22QMQUANFF5

Currently registered in SAM.gov: ☒ Yes ☐ No

Parent UEI / DUNS:

Exempt from reporting executive compensation ☐s ☐o

(if no, complete 3B pg2)

Place of Performance Information for FFATA reporting

Physical Address, City, State (if U.S.) and Country:

5560 OVERLAND AVE STE 310, SAN DIEGO, CA 92123

U.S. Entities only (insert information for Place of Performance):

Congressional District:

2021 51st Congressional

Zip Code+4:

92123-1295

[Zip Code Look-up](#)**Subrecipient Contacts**

Central Email:

n/a

Website:

<https://www.sandiegocounty.gov/>

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Geny Campos

Email:

geny.campos@sdcounty.ca.gov

Telephone Number:

619-8236110

Invoice Email:

FSD_AISFISCAL.HHSA@SDCOUNTY.CA.GOV

Authorized Official Name:

Jennifer Bransford-Koons

Email:

jennifer.bransford@sdcounty.ca.gov

Telephone Number:

619-4058457

Legal Address:

5560 OVERLAND AVE STE 310, SAN DIEGO, CA 92123

Administrative Address:

5560 OVERLAND AVE STE 310, SAN DIEGO, CA 92123

Payment Address:

5560 OVERLAND AVE STE 310, SAN DIEGO, CA 92123

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

707247

Subrecipient:

Institution Name: AGING & INDEPENDENCE SERVICES - COUNTY OF SAN DIEGO

PI Name: Kristen Smith

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

707247

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Federal Awarding Agency

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below

Submit carryover requests to the Administrative Contact.

Other Reports:

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: Upon Request

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

707247

Statement of Work

☐ Below ☒ Attached, 2 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied

%

Cost Sharing

No

Rate Type:

Modified Total Direct Costs

If Yes, include Amount: \$

Budget Details

☐ Below ☒ Attached, 1 pages

Budget Totals

Direct Costs \$ 73,316.00

Indirect Costs \$ 6,684.00

Total Costs \$ 80,000.00

All amounts are in United States Dollars



County of San Diego

ERIC C. MCDONALD, MD, MPH, FACEP
INTERIM AGENCY DIRECTOR

HEALTH AND HUMAN SERVICES AGENCY
AGING & INDEPENDENCE SERVICES
P.O. BOX 23217, MAIL STOP W-433
SAN DIEGO, CA 92193-3217
(858) 495-5885 • FAX (858) 694-2316

KIMBERLY GALLO
DIRECTOR
AGING AND ADULT SERVICES
PUBLIC ADMINISTRATOR
PUBLIC GUARDIAN

February 20, 2024

To Whom it May Concern,

On behalf of the County of San Diego (County) Health and Human Services Agency, Aging & Independence Services (AIS), please accept this letter of agreement in support of the San Diego Imperial Geriatric Education Center (SDIGEC).

AIS serves as the region's federally designated Area Agency on Aging and is committed to continuing our long-standing partnership with the SDIGEC. The SDIGEC has been integral to developing reciprocal partnerships across academic, healthcare, and community-based organizations in the San Diego region. SDIGEC has been an important component of the County's Alzheimer's Project, a regional multi-sector initiative in place since 2014 that brings together San Diego's service providers, healthcare, and research communities to improve care for individuals and families struggling with Alzheimer's disease and related dementias (ADRD). This partnership has also helped to advance the work of the Aging Roadmap, which is the County's regional vision and framework for supporting healthy aging for people of all ages. The Aging Roadmap has ten priority areas, including three closely related to ADRD issues: Caregiver Support, Dementia, and Medical & Social Services. Approved by the San Diego County Board of Supervisors in 2019, the Aging Roadmap includes the Alzheimer's Project and advances a more age-friendly and dementia-friendly community in which everyone can age well.

As part of this partnership with SDIGEC, AIS has worked to bridge clinical and community sectors, expand access to information, and develop multiple resources for persons living with dementia, care partners, and service providers, including a caregiver handbook, dementia-friendly activity toolkit, communication tip card, and brochures for organizations in various sectors such as libraries and banking. In October 2022, the County created a new Chief Geriatric Officer position, and hired Dr. Lindsey Yourman to serve in this role. AIS works closely with Dr. Yourman as she provides support to local physicians to improve detection, diagnosis, and management of ADRD. As a geriatrician, Dr. Yourman previously worked full-time in the University of California San Diego Division of Geriatrics, Gerontology and Palliative Care, and continues in that division as an affiliated Associate Professor of Medicine. Together, AIS and Dr. Yourman have collaborated with Dr. Roopali Gupta, Program Director for the SDIGEC on Age-Friendly Health System trainings and implementation.

AIS will continue to serve as a partner for SDIGEC, and as the County's lead for the Aging Roadmap and Alzheimer's Project, AIS will continue to ensure integration of these initiatives with the SDIGEC.

Additionally, AIS will:

- Host and participate in meetings of the SDIGEC Leadership Team and Partnership Council.
- Deliver age-friendly and dementia-friendly trainings and provide applicable materials to local service providers.
- Work to develop an age-friendly region and, with the Chief Geriatric Officer, provide support to healthcare organizations to achieve Age-Friendly Health System recognition.
- Collaborate with our Chief Geriatric Officer and SDIGEC to facilitate connections and identify training needs with local Skilled Nursing Facilities.

We look forward to continuing our partnership and work with the SDIGEC.

- Project Title: San Diego Imperial Geriatric Education Center
- Organization Name: University of California San Diego
- Project Director: Roopali Gupta, MD
- Proposed Project Period: 07/01/2024 – 06/30/2029
- Proposed Total Costs: Total Subaward: \$125,000 annually

Sincerely,

NAOMI CHAVEZ, Acting Director, Aging and Adult Services
Public Administrator/Public Guardian
Aging & Independence Services

GWEP Additional Key Senior Personnel Budget 2024-2029

Aging & Independence Services (AIS)

PERSONNEL	MONTHLY BASE	Months	FTE	SALARY	BENEFITS	Annual Base+
Chief, Agency Operations	\$ 12,017	10	0.08	\$ 9,614	\$ 7,001	\$ 16,615
Health Planning and Program Spec	\$ 8,923	10	0.10	\$ 8,923	\$ 6,498	\$ 15,421
Community Health Program Specialist	\$ 7,602	6	0.15	\$ 6,842	\$ 4,982	\$ 11,825
Aging Program Specialist II	\$ 6,649	10	0.200	\$ 13,298	\$ 9,684	\$ 22,982
TOTAL SALARIES						\$ 38,677
TOTAL BENEFITS						\$ 28,165
TOTAL PERSONNEL COSTS						\$ 66,842
MAINTENANCE AND OPERATIONS COSTS						AIS
Materials and Supplies						\$ 6,474
TOTAL MAINTENANCE AND OPERATIONS						\$ 6,474
INDIRECT COSTS						\$ 6,684
TOTAL						\$ 80,000

*Coding September-June

*Coding September-June

*Coding September, October, March-June

*Coding September-June

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# U1Q53055
Federal Award Date: 05/22/2024

Recipient Information

1. Recipient Name
UNIVERSITY OF CALIFORNIA, SAN DIEGO
9500 Gilman Drive, MC-0934
La Jolla, CA 92093-0934
2. Congressional District of Recipient
50
3. Payment System Identifier (ID)
1956006144A1
4. Employer Identification Number (EIN)
UYTTZT6G9DT
5. Data Universal Numbering System (DUNS)
804355790
6. Recipient's Unique Entity Identifier
UYTTZT6G9DT1
7. Project Director or Principal Investigator
Roopali Gupta
Associate Professor
rog007@health.ucsd.edu
(858)822-6443
8. Authorized Official
Anthony Alvarado
Senior Contracts/Grants Officer
vchsgsgrants@health.ucsd.edu
(858)534-0239

Federal Agency Information

9. Awarding Agency Contact Information
Shelia Burks
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
sburks@hrsa.gov
(301) 443-6452
10. Program Official Contact Information
Nina Tumosa
Project Officer
Bureau of Health Workforce (BHW)
ntumosa@hrsa.gov
(301) 443-5626

Federal Award Information

11. Award Number
1 U1QHP53055-01-00
12. Unique Federal Award Identification Number (FAIN)
U1Q53055
13. Statutory Authority
42 U.S.C. § 294c(a)
14. Federal Award Project Title
Geriatrics Workforce Enhancement Program
15. Assistance Listing Number
93.969
16. Assistance Listing Program Title
Geriatric Education Centers Program
17. Award Action Type
New
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 07/01/2024 - End Date 06/30/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$1,000,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$50,741.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$1,000,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$1,000,000.00
26. Project Period Start Date 07/01/2024 - End Date 06/30/2029	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$1,000,000.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Tammy Ponton on 05/22/2024

30. Remarks

This Notice of Award line item budget includes (\$396,575 BASE + \$603,425 ADRD) = \$1,000,000 Total Approved Budget.



Notice of Award
Award Number: 1 U1QHP53055-01-00
Federal Award Date: 05/22/2024

Bureau of Health Workforce (BHW)

31. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation		33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)																																																			
		<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td>02</td> <td>\$1,000,000.00</td> </tr> <tr> <td>03</td> <td>\$1,000,000.00</td> </tr> <tr> <td>04</td> <td>\$1,000,000.00</td> </tr> <tr> <td>05</td> <td>\$1,000,000.00</td> </tr> </tbody> </table>	YEAR	TOTAL COSTS	02	\$1,000,000.00	03	\$1,000,000.00	04	\$1,000,000.00	05	\$1,000,000.00																																									
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38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS: a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.																																																					
39. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FY-CAN</th> <th>CFDA</th> <th>DOCUMENT NUMBER</th> <th>AMT. FIN. ASST.</th> <th>AMT. DIR. ASST.</th> <th>SUB PROGRAM CODE</th> <th>SUB ACCOUNT CODE</th> </tr> </thead> <tbody> <tr> <td>24 - 3720286</td> <td>93.969</td> <td>24U1QHP53055</td> <td>\$396,575.00</td> <td>\$0.00</td> <td>N/A</td> <td>24U1QHP53055</td> </tr> <tr> <td>24 - 3721UB4</td> <td>93.969</td> <td>24U1QHP53055</td> <td>\$603,425.00</td> <td>\$0.00</td> <td>N/A</td> <td>24U1QHP53055</td> </tr> </tbody> </table>				FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	24 - 3720286	93.969	24U1QHP53055	\$396,575.00	\$0.00	N/A	24U1QHP53055	24 - 3721UB4	93.969	24U1QHP53055	\$603,425.00	\$0.00	N/A	24U1QHP53055																													
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HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. Provide information via email to Project Officer within 20 days of program project start date that students, residents, and/or fellows with a minimum of eight weeks per year of longitudinal clinical rotations in TTOUR primary care sites/delivery systems including nursing homes.
2. Budget
The midsize sedan totaling \$26,640 (\$5,328 years 1-5) for all five years of the project is an unallowable cost under HRSA-24-018.
3. Funding will be provided in the form of a cooperative agreement. A cooperative agreement, as opposed to a grant, is an award instrument of financial assistance where substantial involvement is anticipated between HRSA and the recipient during performance of the contemplated project.

Aside from monitoring and technical assistance (TA), we also get involved in these ways:

- 1) Participating in the planning, development, and evaluation of all phases of the project.
- 2) Reviewing procedures to be implemented for accomplishing the objectives of the cooperative agreement.
- 3) Reviewing project training and education products such as videos, toolkits, assessment tools, on-line curricula, manuscripts, and special issues of journals as they are being developed and prior to dissemination.
- 4) Assisting recipients and their partners in developing a national GWEP network to share resources, best practices, and lessons learned.
- 5) Providing assistance in the establishment and facilitation of effective reciprocal partnerships with federal, state, and local agencies, HRSA projects and other resource centers, and other entities that may be relevant to the project's mission.
- 6) Providing programmatic input and consultation for development and delivery of education and training materials.
- 7) Working with recipients and their partners to develop and implement quality improvement assessment and evaluation strategies to provide age-friendly and dementia-friendly care, and quality improvement initiatives.
- 8) Working with the recipients in finalizing the Standardized Work Plan (SWP) and with the quarterly progress updates.
- 9) Providing information resources.

You must follow all relevant federal regulations and public policy requirements. Your other responsibilities will include:

- 1) Participating in ongoing monthly technical assistance calls with other recipients and HRSA staff.
- 2) Discussing quarterly reviews of the SWP with the HRSA staff.
- 3) Providing the HRSA project officer with an opportunity to review project information prior to dissemination.
- 4) Establishing contacts relevant to the project's mission such as GWEP partners, federal, state, and local partners, and other HRSA projects.
- 5) Coordinating activities with other GWEP recipients where possible.
- 6) Working with HRSA to evaluate program performance and respond to HRSA reporting requirements.
4. Recipients are responsible for meeting all requirements as outlined in Notice of Funding Opportunity Announcement HRSA-24-018, and must continue to be in compliance with all grant requirements throughout the project period. Failure to meet grant requirements may result in action taken against the grant award, up to and including grant termination.
5. Project Directors must work with the HRSA Program Official Contact (item 10 on the Notice of Award) within 30 days of receipt of award to revise/approve the Standardized Work Plan (SWP).
6. The recipient must submit a Quarterly Progress Update (QPU) to HRSA via the Electronic Handbook (EHB) at the completion of each quarter. The QPU will be automatically generated and allows recipients to document progress on their activities based on the information submitted in the Standardized Work Plan. An email notification will be sent as a reminder that a report is due, including instructions on how to provide the reports through the EHB system.
7. Project Directors are required to attend monthly all GWEP meetings, quarterly contact meetings with your Project Officer, and all annual

GWEP meetings.

8. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
9. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
10. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
11. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:
<http://pms.psc.gov/find-pms-liaison-accountant.html>

Program Specific Term(s)

1. The awardee must submit a progress report to HRSA on an annual basis. The Bureau of Health Workforce (BHW) will verify that approved and funded applicants' proposed objectives are accomplished during each year of the project. The BHW Progress Report has two parts. The first part demonstrates awardee progress on program-specific goals. Awardees will provide performance information on project objectives and accomplishments, project barriers and resolutions, and will identify any technical assistance needs. The second part collects information providing a comprehensive overview of awardee overall progress in meeting the approved and funded objectives of the project, as well as plans for continuation of the project in the coming budget period. The awardee is also expected to report on dissemination activities in the annual progress report.

Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA [Standard Terms](#) (unless otherwise specified on your Notice of Award), and [Legislative Mandates](#). The effectiveness of these policies, procedures, and controls is subject to audit.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**
The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.
2. **Due Date: 07/31/2025**
Performance data for the recently completed academic year must be reported for each budget period annually no later than July 31. An email notification will be sent as a reminder that a report is due, including instructions on how to provide the report through the EHB system. The Bureau of Health Workforce (BHW) requirements and performance measures will be available at

<http://bhw.hrsa.gov/grants/reporting/index.html>.

Contact your BHW project officer for additional information.
Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Anthony Alvarado	Authorizing Official	vchsgrants@health.ucsd.edu
Michael Kusiak	Point of Contact	vchsgrants@health.ucsd.edu
Roopali Gupta	Program Director	rog007@health.ucsd.edu

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).